

11709/2017

Format Of Valuation Report
(For all properties of value upto Rs. 5 crores)

Full Name of the valuer:- **Praksis Consultants & Valuers Pvt. Ltd.**
Registration No. with CBDT/CCIT:- **CCIT-TH/350/16/22/3/2010-11**
Educational Qualification:- **B.E - CIVIL**

Ref. No. :- PR/PCVPL/VLN/COSMOS/911/11709/2017

Date:- 29/12/2017

Subject:-Valuation of
Client Name:-

Shop

Mr. Harish Shyamlal Jotwani

Sir/Madam,

Please find herewith the Valuation Report For **Mr. Harish Shyamlal Jotwani**

Location and brief description of the property:-
Shop No. FA 12 & 13, 1st Floor, "Lake City Mall-A" Kapurbavdi Circle, Village
Majiwade, Thane (West)

	(Rs.)
Fair Market Value as on Today (in words & figures)	(Rupees One Crore Thirty Nine Lakhs Seventy Seven Thousand Six Hundred Only) Rs. 1,39,77,600/-
Realizable Value	RS. 1,25,79,840/-
Distress Value	RS. 1,11,82,080/-
Registration sale value (As per guidelines of Ready Reckoner for stamp duty purposes)	RS. 79,91,424/-
Cost Price as per agreement dated 20 th December, 2010	RS. 41,02,000/-
Insurable Value	RS. 16,80,000/-

Detailed report as per Annexure 1 enclosed herewith

Signature of the Firm




Praksis Consultants & Valuers Pvt. Ltd.
Registration No. of the Signatory: CCIT-TH/350/16/22/3/2010-11

11709/2017



Praksis
Consultants & Valuers Pvt. Ltd

VALUATION REPORT

MR. HARISH SHYAMLAL JOTWANI



**SHOP NO. FA 12 & 13, 1ST FLOOR, "LAKE CITY MALL-A"
KAPURBAVDI CIRCLE, VILLAGE MAJIWADE, THANE (WEST)**

FOR

COSMOS BANK, DADAR BRANCH, MUMBAI

PRAKSIS CONSULTANTS & VALUERS PVT. LTD.

B/410, 4TH Floor, Damji Shamji Corporate Square, Next to Kanara Business Center,
Laxmi Nagar, Ghatkopar (East), Mumbai 400075

Phone: 022-25004096/022-25004097 Mob.: 8828901005 / 9619369275

E-mail:- praksisconsultants@gmail.com / info@praksisconsultants.com

CERTIFICATE

Date : 29th December 2017

To

**Cosmos Bank,
Dadar Branch**

We have carried out the valuation of Shop pertaining to **Mr. Harish Shyamlal Jotwani** at Shop No. FA 12 & 13, 1st Floor, "Lake City Mall-A" Kapurbavdi Circle, Village Majiwade, Thane (West)

On the basis of the data/ information furnished by **Cosmos Bank** our visual inspection, observations, analysis and Judgment, we are of the opinion that the present value of the above referred assets to be considered as **Rs. 1,39,77,600/- (Rupees One Crore Thirty Nine Lakhs Seventy Seven Thousand Six Hundred Only)** as on 29th December 2017

We have not verified any encumbrances such as mortgage, hypothecation to Bank or Financial Institutions etc. if any.



**Praxis Consultants & Valuers Pvt. Ltd.
Authorised Signatory**

VALUATION REPORT

PARTY :-

MR. HARISH SHYAMLAL JOTWANI

SHOP NO. FA 12 & 13, 1ST FLOOR, "LAKE CITY MALL-A" KAPURBAVDI CIRCLE, VILLAGE MAJIWADE, THANE (WEST)

PROPERTY :-

SHOP NO. FA 12 & 13, 1ST FLOOR, "LAKE CITY MALL-A" KAPURBAVDI CIRCLE, VILLAGE MAJIWADE, THANE (WEST)

REFERENCE DATE :-

26TH DECEMBER, 2017.

VALUER :-

M/S. PRAKSIS CONSULTANTS & VALUERS PVT. LTD.

B/410, 4TH FLOOR, DAMJI SHAMJI

CORPORATE SQUARE, NEXT TO KANARA

BUSINESS CENTER, LAXMI NAGAR,

GHATKOPAR (EAST), MUMBAI 400075.



11709/2017

PRASHANT RAUT
Govt. Approved Valuer

Reg. No. CCIT-TH/350/16/22/3/2010-11 Ref:-PR/PCVPL/VLN/CB/11709/2017

VALUATION REPORT

1. **PARTY :-** **MR. HARISH SHYAMLAL JOTWANI**

SHOP NO. FA 12 & 13, 1ST FLOOR, "LAKE CITY MALL-A" KAPURBAVDI CIRCLE, VILLAGE MAJIWADE, THANE (WEST)
2. **OWNER :-** **MR. HARISH SHYAMLAL JOTWANI**
3. **DATE OF INSPECTION :-** 27TH DECEMBER, 2017
(MR. SURAJ V DHANDE) ALONG WITH MUKESH RAUT
4. **VALUATION INSTRUCTED BY :-** COSMOS BANK,
DADAR BRANCH, MUMBAI
5. **PURPOSE OF VALUATION :-** TO ASCERTAIN THE PRESENT MARKET VALUE OF SHOP NO. FA 12 & 13, 1ST FLOOR, "LAKE CITY MALL-A" KAPURBAVDI CIRCLE, VILLAGE MAJIWADE, THANE (WEST) IN CONNECTION WITH FINANCIAL DEALING WITH COSMOS BANK, DADAR BRANCH, MUMBAI

11709/2017

6. BRIEF DESCRIPTION:-

THIS PROPERTY IS SHOP NO. FA 12 & 13, 1ST FLOOR, "LAKE CITY MALL-A" KAPURBAVDI CIRCLE, VILLAGE MAJIWADE, THANE (WEST)

THESE SHOPS HAVE FOLLOWING AMENITIES

- 1] CERAMIC FLOORING
- 2] WOODEN WITH GLASS WITH M. S. ROLLING SHUTTER
- 3] ALL WALLS INTERNALLY PLASTERED WITH DRY DISTEMPER OIL BOUND PAINT FINISH
- 4] EXTERNALLY PLASTERED WITH SAND FACED FINISH
- 5] CONCEALED WIRING
- 6] CONCEALED PLUMBING
- 7] THIS BUILDING IS BASEMENT + GROUND + 4 UPPER FLOORS
- 8] TWO LIFTS FACILITY
- 9] RCC FRAMED STRUCTURE
- 10] RCC SLAB ROOF
- 11] PAVEMENT AROUND BUILDING
- 12] COMPOUND WALL



11709/2017

ANNEXURE-I
FORMAT OF VALUATION REPORT

(To be used for all properties of value up to Rs. 5 crores)

Name & Address of Branch		The Cosmos Co-op Bank Ltd. Dadar Branch		
Name of Customer (s)/Borrower unit (for which valuation report is sought)		Mr. Harish Shyamlal Jotwani		
1	Customer Details			
	Name	Mr. Harish Shyamlal Jotwani		
	Application No.	N.A.		
2	Property Details			
	Address	Shop No. FA 12 & 13, 1 st Floor, "Lake City Mall-A" Kapurbavdi Circle, Village Majiwade, Thane (West)		
	Nearby Landmark/Google Map Independent access to the property	Kapurbavdi Circle		
3	Documents Details			Yes/No
	Whether All Required Documents made Available ?			
		Yes/No	Name of the Approving Authority	No. Date
	Layout Plan	No	No	No No
	Building Plan	No	No	No No
	Construction Permission	No	No	No No
	Documents referred	1) Agreement for sale made between M/S. Rajvimal Retails Private Limited and Mr. Harish Shyamlal Jotwani Dated 20 th December, 2010 For Shop No. FA-12 2) Agreement for sale made between M/S. Rajvimal Retails Private Limited and Mr. Harish Shyamlal Jotwani Dated 20 th December, 2010 For Shop No. FA-13		
4	Physical Details			
	Adjoining Properties:-			
	East	High Street Mall		
	West	Highway		
	North	Highway Road		
	South	Ashapur Temple		
	Matching Boundaries	Yes		
	Plot Demarcated	NA		
	Approved land use	Commercial		
	Type of Property	Shop		
	Latitude	19.24 °N		
	Longitude	72.98 °E		
	No. of Rooms	Particulars	No/s	
		Hall	N. A.	

11709/2017

	Kitchen	N. A.
	Bed	N. A.
	Toilet/s	N. A.
	Other	N. A.
	Total No. Of Floors	Basement + Ground + 4 Upper Floors
	Floor On Which The Property Is Located	1 st Floor
	Approx. Age Of The Property	9 Years
	Residual Age Of The Property	66 Years
	Details Of Property/Specifications	See Details

5	Tenure/Occupancy Details	
	Status Of Tenure	Owned
	No. Of Years Of Occupancy	7 Years
	Relationship Of Tenant Or Owner	Owner Occupied
6	Stage Of Construction	
	Stage Of Construction	Basement + Ground + 4 Upper Floors
	If under construction, extent of completion	NA
7	Violations if any observed	NA
7A	Nature and extent of violations	NA
8	Area Details of the property	
	Area of land/Flat (As per sale/lease deed) See Details As per actual physical measurement of the plot/Flat /Office:- See Details Documented/Measured built up area (Main shed/other sheds) = NA Documented/Measured Mezzanine floor area NA Saleable area considered for valuation = NA (Building sanction plan provided/If not provided for our perusal, construction value is based on actual measurement at site.) Longitude and latitude of the property 19.24 ⁰ N & 72.98 ⁰ E	
9	Valuation	
	i) Mention the value as per Govt. Approved Rates also	
	ii) In case of variation of 20% or more in the valuation proposed by the valuer and the Guideline value provided in the State Govt. notification or Income Tax Gazette justification on variation has to be given. Summary of valuation (The depreciated rate considered for structure, total life of structure is taken)	
	Sale instances We have worked out this valuation on the basis of Composite/Land & Building method. While adopting land rate we have referred Index II No	
	SRO-	
	Address: Village Majiwade	



11709/2017

7. DOCUMENTS REFERRED :

- 1) AGREEMENT FOR SALE MADE BETWEEN M/S. RAJVIMAL RETAILS PRIVATE LIMITED AND MR. HARISH SHYAMLAL JOTWANI DATED 20TH DECEMBER, 2010 FOR SHOP NO. FA-12
- 2) AGREEMENT FOR SALE MADE BETWEEN M/S. RAJVIMAL RETAILS PRIVATE LIMITED AND MR. HARISH SHYAMLAL JOTWANI DATED 20TH DECEMBER, 2010 FOR SHOP NO. FA-13

8. PROPERTY LOCATION:-

THIS PROPERTY IS 5 KMS. AWAY FROM THANE RAILWAY STATION

PROPERTY BOUNDARIES:-

EAST SIDE:- HIGH STREET MALL
WEST SIDE:- HIGHWAY
NORTH SIDE:- HIGHWAY ROAD.
SOUTH SIDE:- ASHAPUR TEMPLE

9. AGE, FUTURE LIFE:-

THIS BUILDING WAS COMPLETED IN 2008 GENERAL CONDITION IS GOOD AND FUTURE LIFE MAY BE TAKEN AS 66 YEARS UNDER NORMAL WORKING CONDITION & REGULAR MAINTENANCE.

10. AREA:-

CARPET AREA :-
FA 12 = 280 SQ. FT.
FA 13 = 280 SQ. FT.
AS PER AGREEMENT

BUILT UP AREA :-
FA 12 = 336 SQ. FT.
FA 13 = 336 SQ. FT.

CARPET AREA :-
FA 12 = 315 SQ. FT.
MEZZANINE FLOOR = 315 SQ. FT.
FA 13 = 285 SQ. FT.
MEZZANINE FLOOR = 190 SQ. FT.
AS PER SITE MEASUREMENT

GOVT. RATE = RS. 1,28,000/- SQ. MT.
= RS. 11,892/- SQ. FT.

NOTE:-

AT THE TIME OF INSPECTION SHOP NO. FA 12 AND FA 13 WERE AMALGAMATED

11709/2017

11. VALUATION RATE :-

THESE SHOPS ARE ON 1ST FLOOR OF BASEMENT + GROUND + 4 UPPER FLOORS BUILDING WITH TWO LIFTS & IS 5 KMS. AWAY FROM THANE RAILWAY STATION

THE PREVAILING MARKET RATE IN THIS AREA VARIES FROM RS. 20,000/- TO RS. 21,500/- SQ. FT.

BASED ON LOCAL ENQUIRIES AND CONSIDERING ABOVE FACTORS WE SHALL ADOPT A RATE OF RS. 20,800/- SQ. FT. .

12 VALUATION :-

A) SHOP NO. FA 12:-

RS. 20,800/- X 336 SQ. FT. = RS. 69,88,800/-

B) SHOP NO FA 13:-

RS. 20,800/- X 336 SQ. FT. = RS. 69,88,800/-

TOTAL (A + B) = RS. 1,39,77,600/-

MARKET VALUE:- RS. 1,39,77,600/-

REALISABLE SALE VALUE :- RS. 1,25,79,840/-

DISTRESS SALE VALUE :- RS. 1,11,82,080/-

INSURANCE VALUE :- RS. 16,80,000/-

GOVT. VALUE:- RS. 79,91,424/-



दस्तक्रमांक व वर्ष: 14247/2010
Monday, December 20, 2010
5:20:31 PM

दुय्यम निबंधक: सह दु.नि.ठाणे 2

सूची क्र. दोन INDEX NO. II

गावाचे नाव : माजीवडे

नोंदणी 63 म
Regn: 63 m e

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोबदला रू. 2,051,000.00
बा.भा. रू. 1,800,000.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: झोन नं. 6/26 4अ - स.नं. 128/बी पैकी, 129/2 - शॉप नं. एफए-13, 1 ला मजला, लेक सिटी मॉल-ए, कापूरबावडी सर्कल, माजीवडे ठाणे प क्षेत्र 31.22 चौ.मी. विल्टअप
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे. राजविमल रिटेल्लस प्रा.लि. तर्फे डायरेक्टर राकेश जी. जैन - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: सायमन हाऊस, सयानी रोड, मुंबई 25 ; तालुका: -; पिन: -; पॅन नम्बर: AADCR1964N.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) हरीश श्यामलाल जोतवानी - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: आशर रेसीडेंसी, ठाणे प ; तालुका: -; पिन: -; पॅन नम्बर: AFAPJ8036J.
- (7) दिनांक करून दिल्याचा 20/12/2010
- (8) नोंदणीचा 20/12/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 14247 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रू 102550.00
- (11) बाजारभावाप्रमाणे नोंदणी रू 20510.00
- (12) शेष





Monday, December 20, 2010

5:19:30 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 14407

गावाचे नाव माजीवडे

दिनांक 20/12/2010

दस्तऐवजाचा अनुक्रमांक टनन2 - 14247 - 2010

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: हरीश श्यामलाल जोतवानी - -

नोंदणी फी

:-

20510.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

:-

400.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (20)

एकूण

रु.

20910.00

आपणास हा दस्त अंदाजे 5:34PM ह्या वेळेस मिळेल

सह दुय्यम निबंधक खर्च निबंधक
सह दु.नि.जणे 2

बाजार मुल्य: 1800000 रु. मोबदला: 2051000रु.

भरलेले मुद्रांक शुल्क: 102550 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: दि नवजीवन को.ऑ.बँकलि.;

डीडी/घनाकर्ष क्रमांक: 941; रक्कम: 20510 रु.; दिनांक: 20/12/2010



Handwritten signature

Date : 20/12/10	Sr. No: 8352
Franking Value	Rs. 102550/-
Service Charges	Rs. 10/-
Total Amount	Rs. 102560/-
Rupees (in words) <u>one lac two thousand</u>	
<u>five hundred sixty only.</u>	
No. of Documents:	1
Name of stamp duty paying party:	
Name of Counter Party	<u>Mr. Harish S. Jitwani</u>
Purpose of Transaction	<u>M/S. Rajvimal Rebuilds Agreement for sale</u>
Cheque / DD No.	
Drawn on	<u>NAV JEEVAN</u>
Branch	<u>CO-OP. BANK LTD.</u>

CASH RECEIVED
 I/We hereby apply for the stamping of the above documents & declare that the information provided in this application is true & correct. I/We accept that the Nav Jeevan Co-op Bank Ltd. is entitled at its discretion to accept or reject this application without assigning any reason whatsoever. I/We have confirmed the value of the stamp to be franked & am solely & jointly responsible for the stamp value. I/We will not hold the Bank responsible for any value of stamp franked turns out to be incorrect. I/We agree to submit the original franked document if the stamp value is incorrectly franked. I/We agree to accept to pay the stamp value of Rs. 10/- per impression to the Bank over & above the stamp value.

Signature of Purchaser
 (For Bank's Use Only)
 Franking Sr. No. 10064
 Cashier / Officer
 Authorised Signatory



त न न - २
 दस्तक क्रमांक 2/20 / 2090

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Thane this 20th day of December 2010.

[Handwritten signature]

REKIN
 REKIN

THE NAV JEEVAN CO-OP BANK LTD
 KESHAVA NINHAS, GROUND FLOOR
 CHATRAPATI CO-OP HSG SOC LTD
 PLOT NO. F-3, KOPRI COLONY
 THANE (E) - 400603
 D-5/STP(V)/C.R.1071/02/10/777-00/10

भारत 10044 SPECIAL
 165636 ADHESIVE
 DEC 20 2010
 R. 0102550/- PB7018
 200 ONE ZERO TWO FIVE FIVE ZERO 11:41
 INDIA STAMP DUTY MAHARASHTRA

For The Nav Jeevan Co-op. Bank Ltd.

Authorised Signatory *[Signature]*

BETWEEN:

M/s RAJVIMAL RETAILS PRIVATE LIMITED, company registered under Companies Act 1956, P A No. _____, having registered office at Gala No.6, 7, Salman House, J.A. Raul Marg, Sayani Road, Mumbai 400025, hereinafter referred to as the "Vendor", through its director Mr Rakesh G Jain, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its share holders, directors, executors, legal representatives and assigns) of the One Part;

AND

MR HARISH SHYAMLAL JOTWANI, P A No. AFAPJ8036J, aged 41 years, having address at Flat No.1202, Royal Ashar Residency, Pokhran Road No.2, Thane (West), hereinafter referred to as the "Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, legal representatives and assigns) of the Other Part;

The Vendor and the Purchaser each is hereinafter individually called a "Party" and collectively "Parties".

ट न न - २
दस्त क्रमांक ५४२०० / २०१०
३ / २०

WHEREAS:

A. The Vendor is the absolute owner in respect of has acquired right and interest in respect of Shop No.FA 13, admeasuring about 280 square feet carpet area on the First Floor, in the commercial complex known as "Lake City Mall - A", being lying and situated on land bearing Survey No.128 /B (Pt) and 129/2 in Village



[Handwritten signature]

R. Jain

Majiwade, Thane (West), (hereinafter referred to as the said Shop) and more particularly described in the Schedule hereunder written. The Vendor has purchased the said Shop from the Promoter, M/s Siddhi Property Promoter Private Limited, vide agreement for sale dated 29th December 2005 and registered at the office of the Sub Registrar Thane 5 under document number 00169-2006 on 09-01-2006.

B. The Vendor has not mortgaged the said Shop or in any way encumbered the said Shop and the Vendor has the right to use and occupy the said Shop and as on the date hereof the Vendor is in absolute possession of the said Shop subject to the terms and conditions contained in the agreement for sale between the Promoter and the Vendor.

C. The Purchaser have agreed to acquire and purchase from the Vendor all the right, title and interest of the Vendor in the said Shop together with full right and benefit of use, occupation and possession of the said Shop for the price and on the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH THAT:

1. The Vendor hereby sells, transfers, conveys and assures unto the Purchaser and the Purchaser hereby purchase and acquire all the Vendors' right, title and/or interest in the said Shop No.FA 13, admeasuring about 280 square feet carpet area on the First Floor, in the commercial complex known as "Lake City Mall - A", being lying and situated on land bearing Survey No.128 /B (Pt) and 129/2 in Village Majiwade, Thane (West), and more



[Handwritten signature]

REGNUM

दस्तावेज - २
वस्तु क्रमांक ११२०० / २०१
४ / २०

4
particularly described in the First Schedule hereunder written for aggregate consideration of Rs.20,51,000/- (Rupees Twenty Lac Fifty One Thousand Only) to be paid as follows:

(a) The Purchaser hereby agree and undertake that the Vendor has agreed to sell, transfer, convey and assure unto the Purchaser all the Vendors' right, title and/or interest in the said Shop only on the representations and assurance by the Purchaser that he shall fulfill all their obligations under this Agreement including making timely payments in accordance to the payment schedule as agreed between the Parties and setout herein.

(b) Simultaneously on the execution hereof, the Purchaser have paid to the Vendor a sum of Rs.2,51,000/- (Rupees Two Lac Fifty One Thousand Only) as part payment for the purchase of the said shop (the payment and receipt whereof the Vendor hereby admits and acknowledges and of and from the same hereby discharge the Purchaser forever);

(c) The Purchaser has agreed to make the balance payment of Rs.17,50,000/- (Rupees Seventeen Lac Fifty Thousand Only) to the Vendor on or before the end of 15th January 2011, subject to the registration of these presents, and the Vendor handing over to the Purchaser original NOC for creating a lien, issued by the Promoters (in the format as may be required by the bank or financial institution from which the Purchaser intends to raise loan);

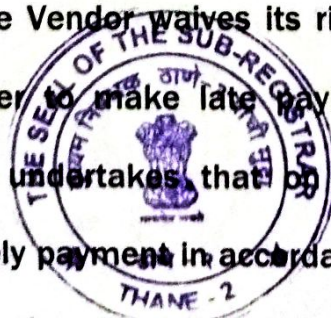


लमन - २
वस्तु क्रमांक १२०९०
५ / २०

(d) The parties hereby agree that in the event of the Purchaser failing to pay the balance sale consideration mentioned in 1(c) above within the stipulated period agreed herein, the Vendor shall, at its sole discretion and without prejudice to any other right available to it under law or equity, decide on extending the period for payment of amount in 1(c) beyond the stipulated period. In the event of the termination of this agreement the Vendor shall refund the part payment received from the Purchaser. The Vendor shall refund the part payment to the Purchaser within 7 (seven) days from the date of the Vendor informing the Purchaser about the termination of these presents due to non payment of balance sale consideration by the Purchaser to the Vendor.

(e) The parties hereby agree that the stipulated period of payment of sale consideration mentioned in 1 (c) above shall be exclusive of any time that may be required by the Vendor to handover the NOC issued by the Promoters and original documents in respect of the said shop required for creating a lien, to the Purchaser. Time shall always be the essence of this agreement.

(f) Notwithstanding anything contrary stated in this Agreement, in the event the Vendor waives its right to terminate and permits the Purchaser to make late payments, the Purchaser hereby agrees and undertakes that on default of the Purchaser in making timely payments in accordance with the provisions of this Agreement, the Purchaser shall pay the Vendor interest



ट न न - २	
दस्तावेज क्रमांक	१० / २०१०
६	१०

1/12

R. Dixit

calculated at twelve percent (12%) per annum on all amounts which become due and payable by the Purchaser to the Vendor under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Vendor till the complete payment is realised by the Vendor.

2. THE VENDOR HEREBY REPRESENTS TO THE PURCHASER:

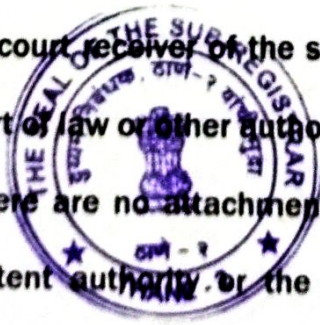
(a) The Vendor has acquired the rights in the said Shop from the Promoters and no one other than the Vendor has any share, right, title and/or interest in the rights of the Vendor in the said Shop in any manner whatsoever;

(b) The Vendor has not mortgaged or in any way encumbered the said Shop with any bank or financial institution or any other person or in any other way and that the said Shop is free from encumbrances;

b1) The said Shop is not subject matter of any pending suit or attachment before or after judgment of any court of law or authorities for recoveries of any debts, decretal amount, Income tax, wealth tax, gift tax, or any other amount by way of taxes and/or penalties thereon.

b2) There does not subsist any order of injunction or appointment of the court, receiver or of the said Shop or any part thereof issued by court of law or other authority.

b3) There are no attachment or prohibitory order issued by the competent authority or the court or any government or semi government authority or bank prohibiting from dealing with or



दस्तावेज - २	
वसूल क्रमांक	/२०१०
५	२०

[Handwritten signature]

Rajim

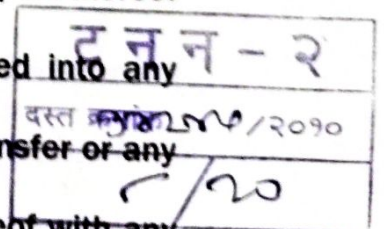
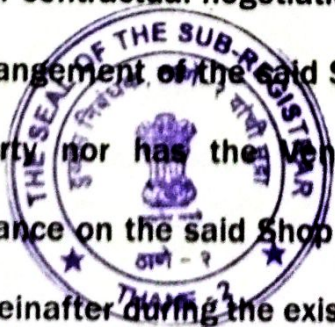
selling or transferring the said Shop contemplated under these presents.

b4) The Vendor shall indemnify and keep the Purchaser indemnified at all times in case of any defect in title or towards any claim whatsoever arising by reason of this Agreement or towards the said Shop against the Purchaser.

(c) The Vendor has paid the full and final sale consideration payable by it to the Promoters including payment of dues and charges payable under clause 6 of the agreement for sale between the Promoter and the Vendor, further any other charges that may be charged by the Promoter in respect of the said Shop pertaining to the period before the date of the possession being offered by the Vendor to the Purchaser, shall be borne and paid by the Vendor;

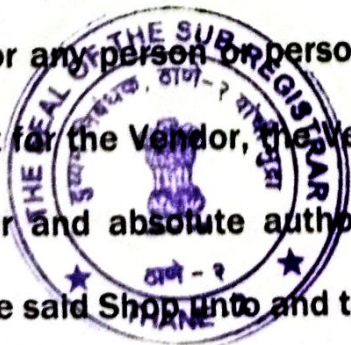
(d) In the event of any delay or default on the part of any of the Parties in performing its part of the contract the aggrieved party shall be entitled to specific performance of this agreement together with right to claim costs, charges and expenses and losses from the defaulting Party.

(e) The Vendor has not entered into any agreement for sale or any other arrangement in respect of the said Shop or any part thereof with any other person/s nor has the Vendor entered into any binding or contractual negotiations for the sale or transfer or any other arrangement of the said Shop or any part thereof with any other party nor has the Vendor mortgaged or created any encumbrance on the said Shop or any part thereof and shall not do so hereinafter during the existence of these presents;



[Handwritten Signature]
Rajain

- (f) The Vendor has the absolute right and full power and authority to sell the said Shop to the Purchaser and that the Vendor is not restrained either under the income tax act, or any other statute or law for the time being in force;
- (g) There is no restraint or order of any court or authority having jurisdiction restraining the Vendor from dealing with or disposing of the said Shop in any manner whatsoever;
- (h) Subject to receiving the timely payments from the Purchaser, the Vendor shall apply for and shall obtain from the said Promoter the permission to transfer and sell the said Shop in favour of the Purchaser, the Vendor has represented to the Purchaser that the Vendor and the Purchaser shall jointly be liable for any transfer fees or any other charges that may be charged by the Promoter to transfer the said Shop in the name of the Purchaser in the records of the Promoter;
- (i) The Vendor shall, either itself or through its legally constituted attorney, whenever called upon to do so, execute such other, deeds, documents and/or transfer forms, etc., for the absolute transfer of the said Shop in favour of the Purchaser;
- (j) Notwithstanding any act, deed, matter or thing done, committed, omitted or knowingly or willingly suffered to the contrary by the Vendors or any person or persons claiming from, through, under or in trust for the Vendor, the Vendor now has in itself good right, full power and absolute authority to sell, transfer, convey and assign the said Shop into and to the use of the Purchaser.



೮೪೪-೨
೨೫/೨೦೨೦
೮/೨೦

- (l) The Vendor hereby agrees and undertakes to sign and execute and / or get signed and executed all such necessary application, forms, deeds, matter and things as may be necessary at any time in future, but at the cost of Purchaser herein, and also agrees to sign the various forms as per provisions of the various act and cooperate the Purchaser for completing all the formalities in connection with the said matter, for the absolute transfer of the said Shop in favour of the Purchaser.

3. THE PURCHASER DECLARES THAT:

- (a) The Purchaser shall, from the date of possession of the said Shop hereof, bear and regularly pay all the outgoings and taxes in respect of the said Shop and shall become a member of the co-operative Society as and when the same is formed and registered by the Promoter, in place of the Vendor;
- (b) The Purchaser shall use the said Shop for the purpose of business only and shall not create any nuisance or annoyance to the other members of the building or the complex.
- (c) The Vendor has agreed to sell and the Purchaser have agreed to purchase the said Shop subject to the terms and conditions contained in the agreement dated 29th December 2005, between the Vendor and the Promoter and the Purchaser shall be bound by the same except the purchase consideration which shall be paid by the Vendor, before the completion of the sale.
- (d) The Purchaser shall be liable to pay all the charges that may be levied by the Promoter in respect of the said Shop and the Vendor shall not be liable to pay the same to the Promoter.



दस्तावेज - २	
२०१८	२०१८
१०	२०

[Handwritten signature]

RCJ

4. THE PARTIES HERETO AGREE THAT:

- (a) The Vendor shall handover the quiet and vacant possession of the said Premises to the Purchaser simultaneously against payment of the amounts as provided in clause 1 hereof, and the sale of the said Premises shall be deemed to be complete in all respects.
- (b) The transfer fees, if any, payable to the Promoter in respect of the transfer of the said Shop by the Vendor to the Purchaser shall be equally borne and paid by the Vendor and the Purchaser. The Purchaser shall however be solely liable to pay for the stamp duty and registration fees for the agreement for sale and other documents between the Vendor and the Purchaser.
- (c) The Vendor hereby indemnifies and keeps indemnified the Purchaser against any claim that may be made and any loss, harm or damage that may be incurred or suffered including the any loss or damage arising out of or connected with or consequent to any of the Vendor representations herein being incorrect or inaccurate, including any claims for unpaid dues.
- (d) Provided always that the power of termination herein before mentioned shall not be exercised by the Vendor unless and until the Vendor has given to the Purchaser fifteen days prior notice in writing of intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after giving of such notice.



दत्तन - २
 वसुधैव कुटुम्बकम् / २०१०
 ११ / २०

[Handwritten signature]

Rajin

(e) This agreement shall always be subject to Maharashtra Ownership of Shops (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 and Rules of 1964.

(f) In case of any dispute between the parties herein the same will be subject to jurisdiction of Courts of Thane only.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands to this writing the day, month and year hereinabove set out.

THE FIRST SCHEDULE REFERRED TO ABOVE:

ALL THAT IS IN Shop No.FA 13, admeasuring about 280 square feet carpet area on the First Floor, in the commercial complex known as "Lake City Mall - A", being lying and situated on land bearing Survey No.128 /B (Pt) and 129/2 in Village Majiwade, Thane (West), in the Taluka and District Thane, within the limits of Thane Municipal Corporation. The construction of the aforesaid building is of the year 2008. The above building is basement ground plus two upper floors and has lift facility.

SIGNED, SEALED & DELIVERED]

by the withinnamed "Vendor", THANE]

M/s RAJVIMAL RETAILS PVT LTD]

Through its Director Mr Rakesh G]

Jain, party of One Part, in presence]



R. Jain



1. *Bizness Point*]

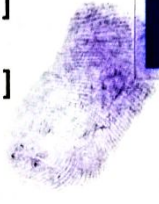
2.]

टनन - २
दस्तावेज क्रमांक ३४२२० / २०१०
१२ / १०

SIGNED, SEALED & DELIVERED]
by the withinnamed "Purchaser",]
MR HARISH SHYAMLAL JOTWANI]
party of Other Part, in presence of]



[Handwritten signature]



WITNESS:

- 1. *BIREN POARMAN* *[Signature]*
- 2. *[Signature]*

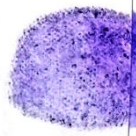
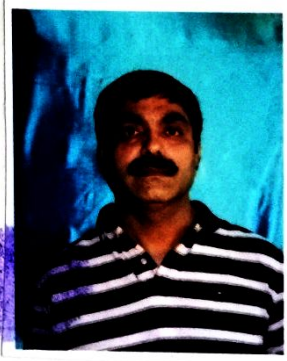
RECEIPT

RECEIVED of and from the withinnamed Purchaser, sum of
Rs.2,51,000/- (Rupees Two Lac Fifty One Thousand Only), towards
part payment for the purchase of the said Shop, vide cheque
number _____ dated _____ drawn on

_____.

I SAY RECEIVED Rs.2,51,000/-]
M/s RAJVIMAL RETAILS PVT LTD]
Through its Director Mr Rakesh G]
Jain, party of One Part, in presence]

R. Jain



WITNESS:

- 1. *BIREN POARMAN* *[Signature]*
- 2. *[Signature]*



ट न न - २
दस्तावेज क्रमांक 50200 / 2090
१३ / २०

THANE MUNICIPAL CORPORATION, THANE.

(Regulation No. 3 & 24)

2066

EXURE - D सुधारीत PERMISSION / COMMENCEMENT CERTIFICATE

SANCTION OF DEVELOPMENT

इमारत : तळघर + तळ मजला + दोन मजले (पार्ट)

V.P. No. २००२/७४ TMC/TDD २०८७ Date १८/८/०४

To, Shri / Smt. मे. आर्केटाईप कन्सल्टंटस (इ.) प्रा. लि. (वा. वि.) (Architect)

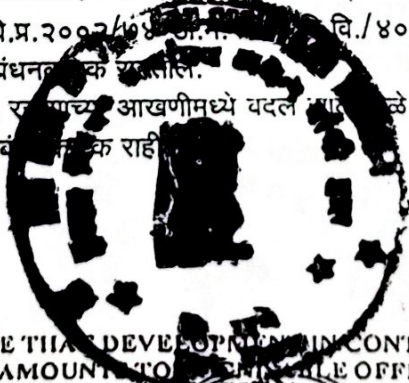
Shri / Smt. मे. शिद्धी प्रॉपर्टी डेव्हलपर्स प्रा. लि. तर्फे संचालक श्री कपिल शर्मा व श्री जयेंद्र गाला (Owner)

Sir, _____

With reference to your application No. १३१६९ dated १५/७/०४ For development Permission / grant of commencement certificate under sections 45 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. वरिल प्रमाणे in village माजिवडे Sector No. ५ Ward No. _____ situated at Road/ Street मुंबई-आग्रा रोड C.T.S. No./H.No./T. No. स.नं. १२८ वी व १२९/२

the development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequences of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development Permission / Commencement certificate shall remain valid for a period of one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- ५) सी.सी. प्रमाणपत्र क्र. वि.प्र.२००२/७३ चे दि. १४/९/०४ मधील सर्व संबंधित अटी आपणांवर बंधनकारक राहतील.
- ६) २०.०० मी. रुंद डी.पी. संपादन आखणीमध्ये बदल घेणे व दि. वि.प्र.क्र.२००२/७३ चे सुधारीत नकाशे मंजूर करून घेणे बंधनकारक राहिले.



ट न न - २
 दस्त क्रमांक ५६६ / २००६
१८/८/०४

WARNING: PLEASE NOTE THAT DEVELOPMENT IN CONTRAVENTION OF THE APPROVED PLANS AMOUNT TO A PENAL OFFENCE PUNISHABLE UNDER THE MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.

Office No. _____
 Office Stamp _____
 Date _____
THANE - 2



कार्यकारी अभियंता
 शहर विकास विभाग
 ठाणे महानगरपालिका, ठाणे

ट न न - २
 दस्त क्रमांक ५६६ / २०१०
१४ / १०

PROFORMA - B

CONTENT OF SHEET

LAYOUT PLAN PLOT AREA DIA. & CAL. RECREATION AREA CALCULATION,
SUMMARY, SECTION OF COMP. WALL, ETC.

STAMP OF APPROVAL OF PLANS

Plans are approved Subject to conditions

Prescribed in Permit No. VP. 2002/74

TMC/T.D. (D)/T/PS/ 2087 Dated: 19/1/2004

[Signature]
Deputy Engineer
(T.D.)

[Signature]
Executive Engineer
(T.D.)

Thane Municipal Corporation of
The City of Thane.



PROFORMA - A

AREA STATEMENT		SQ. MT	
1	AREA OF PLOT AS PER Δ METHOD	17,813.74	
2	DEDUCTIONS FOR		
a	AREA UNDER 60 M. W. ROAD	4019.81	
b	AREA UNDER 20 M. W. ROAD	1589.17	
c	ROAD ACQUISITION AREA	1468.83	
	COMPENSATION ALREADY TAKEN		
	a + b + c	7077.81	
3	NET GROSS AREA OF PLOT	10735.93	
		PLOT - A	PLOT - B
4	AREA	9572.59	1163.34
5	DEDUCTION		
	5% AMENITY OPEN SPACE OF 10716.03 SQ. METERS		536.79
	NET AREA	9572.59	626.55
6	DEDUCTIONS FOR		
a	RECREATION GROUND AS PER SECTION 5	1.88	
b	NET AREA OF PLOT (9-8)	70	626.55
10	ADDITION FOR F.A.R. PURPOSE		
	AREA CONSIDERED IN 40% F.A.R. AREA	11965.73	
	5% AMENITY OPEN SPACE		536.79
14	TOTAL AREA OF THE SITE	11965.73	1163.34
12	F.A.R. PERMISSIBLE AS PER PROPP	1.00	1.00
13	AREA PERMISSIBLE AS PER PROPP		
11	5 MAX. NO. OF STOREYS	11965.73	1163.34
12	PERMISSIBLE TOTAL FLOOR AREA	11317.56	
14	PROPOSED AREAS		
15	TOTAL BUILT UP AREA CONSUMED		
16	PARKING REQUIREMENT		
	PARKING REQUIRED BY RECREATION		



Handwritten notes and stamps at the bottom right, including a rectangular stamp with the number 1008 and other illegible text.

Handwritten notes at the bottom center, including the number 2090 and other illegible text.

12	F.A.R. PERMISSIBLE AS PER APPENDIX B (TOTAL GROUND AREA)		
	AREA PERMISSIBLE MAX. GROUND COVERAGE (FRACTION)		
	X AXIS NO. OF STOREYS		
13	PERMISSIBLE TOTAL FLOOR AREA		
14	PROPOSED AREA	11965.73	1163.34
15	TOTAL BUILT UP AREA CONSUMED (B/U)	11317.56
		0.95	
PARKING STATEMENT			
a	PARKING REQUIRED BY REGULATION		
		135 NOS
b	GARAGES PERMISSIBLE		
c	GARAGES PROPOSED		
d	TOTAL PARKING PROVIDED		
	FOUR WHEELERS	264 NOS	
	TWO WHEELERS	193 NOS	
		71 NOS	
LOADING/UNLOADING STATEMENT			
a	LOADING/UNLOADING REQUIRED		
D	b	TOTAL LOADING/UNLOADING PROVIDED	

REVISION	DESCRIPTION	DATE	SIGNATURE
1		15/08/04	

CERTIFICATE OF AREA

CERTIFIED THAT THE PLOT UNDER REFERENCE WAS SURVEYED BY ME ON AND THE DIMENSIONS OF SIDES, ETC. OF PLOT STATED ON PLAN ARE AS MEASURED ON SITE AND THE AREA SO WORKED OUT TALLIES WITH THE AREA STATED IN DOCUMENTS OWNERSHIP.

SIGNATURE OF LICENSED ARCHITECT

DESCRIPTION OF PROPOSAL AND PROPERTY

PROPOSED BUILDING ON PLOT BEARING S. NO 128-B, 129/2, OF VILLAGE AT MAJIWADE, THANE (W)

NAME OF OWNER

SIDDHI PROPERTY DEVELOPERS PVT.LTD.
VASTU BLDG, KOLBAD, MUMBAI AGRA ROAD, THANE.

For SIDDHI PROPERTY DEVELOPERS PVT. LTD.

[Signature]
DIRECTOR

[Signature]
DIRECTOR

ARCHITECTS NAME AND ADDRESS

SIGNATURE OF ARCHITECT.

PROJECT CONSULTANTS	DESIGN ARCHITECT	PROFESSIONAL ARCHITECT
---------------------	------------------	------------------------

SMPS
SMPS ENGINEERS & CONSULTANTS (PVT) LTD

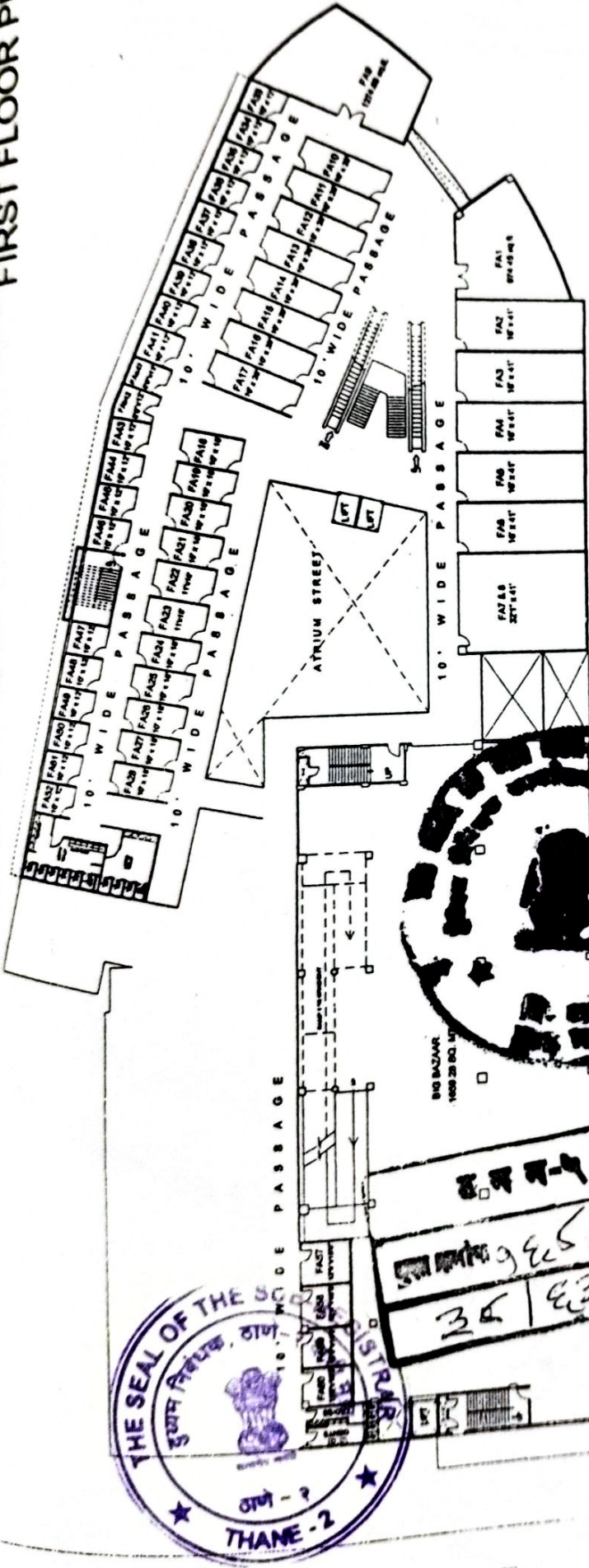
OS
OSYGA BHAH STEINMANN & ASSC

Archetype consultants
Archetype consultants

टनन -
वस्तु कर्मांक १२८/२०
१६/२०

टनन -
वस्तु कर्मांक १२८/२००६
५१/६३

FIRST FLOOR PLAN



Handwritten text in a rectangular stamp:
 टनन-१
 ३६ / ६३

For SIDDHI PROPERTY DEVELOPERS PVT. LTD.

SHOP NO : - FA-12 ON FIRST FLOOR

LAKE CITY MALL-A

PURCHASERS SIGNATURE *Rajiv*

Rajiv Retail Pvt. Ltd

(DIRECTOR / AUTHORISED SIGNATORY)

वस्तु क्रमांक	12090
90	20

टनन-२

दुय्यम निबंधकः
सह दु.नि.ठाणे 2

दस्त गोषवारा भाग-1

टनन2

दस्त क्र 14247/2010

१५/२०

14247/2010

करारनामा

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा टसा

पक्षकाराचे नाव व पत्ता
नाम हरीश श्यामलाल जोतवानी - -
पत्ता घर/फ्लॅट नं. -
माली रस्ता -
इमारतीचे नाव -
इमारत नं. -
पेटा/कसाहत -
शहर/गाव आशर रेसीडेंसी, ठाणे प
पिन -
फोन नंबर: AFAPJ8036J

लिहून घेणार

वय 41

सही

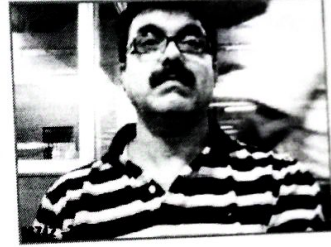


पक्षकाराचे नाव व पत्ता
नाम राजविमल रिटेलस प्रा.लि. तर्फे डायरेक्टर
पक्षकाराचे नाव व पत्ता
नाम जी. जैन - -
पत्ता घर/फ्लॅट नं. -
माली रस्ता -
इमारतीचे नाव -
इमारत नं. -
पेटा/कसाहत -
शहर/गाव: सायमन हाऊस, सयानी रोड, मुंबई 25

लिहून देणार

वय 48

सही



सह दुय्यम निबंधक ठाणे क्र. १



दस्त गोपवारा भाग - 2

दस्ता क्र. (दिनांक 14247/2010) का गोपवारा
काका मुण्ड 1833000 श्रीधरामा 2051000 भरमसे मुंडोक मुण्डक : 1025550

दस्ता प्रथम केत्याचा दिनांक 20/12/2010 05:18 PM
निष्ठादनाचा दिनांक : 20/12/2010
दस्ता हस्ता करणा वाची सही :

- दस्ताचा प्रकार (25) करारनामा
- सिक्का क्र. 1 ची वेळ : (सादरीकरण) 20/12/2010 05:18 PM
- सिक्का क्र. 2 ची वेळ : (सी) 20/12/2010 05:19 PM
- सिक्का क्र. 3 ची वेळ : (कबुली) 20/12/2010 05:20 PM
- सिक्का क्र. 4 ची वेळ : (ओळख) 20/12/2010 05:20 PM

दस्ता जोड केत्याचा दिनांक : 20/12/2010 05:20 PM

दस्ता क्रमांक (14247/2010)
20/20

सहायी क्र. 12407
सहायीचे क्रमांक
दिनांक 20/12/2010

20510 - नोंदणी क्र.
400 - नोंदणी क्र. (1111), पुणेकराची नोंदणी
(क्र. 11(9)).
कायदा क्र. 12 व कायदाक्रमांक क्र. 12 - 3
एकत्रित की

20910: एकूण

सह. निष्ठादनाची सही, सह दु.नि.ठाणे 2

उद्देश :
काहीत इनाम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीस ओळखतात,
र वाची ओळख घटवितात.

1) शिव पुजारा - , घर/फ्लॅट नं. -

व्यक्ती/वस्ता :
इंग्रजीचे नाव :
इंग्रजी नं. :
पेट/पत्तासह :
सह/साध. ठाणे
ठाणेका :
जिल्हा :



2) अमित शिर्के - , घर/फ्लॅट नं. -

व्यक्ती/वस्ता :
इंग्रजीचे नाव :
इंग्रजी नं. :
पेट/पत्तासह :
सह/साध. ठाणे
ठाणेका :
जिल्हा :



प्रमाणित करणेत येते की या दस्ताच्या
एकूण 20 पाने आहेत

सह. दुय्यम निष्ठादना, ठाणे क्र. 2

सह. निष्ठादनाची सही
सह दु.नि.ठाणे 2

पुस्तक क्रमांक 96
28280
सहायकार नोंदवत

श्री. सं. सो. नानाभाय
सह. दुय्यम निष्ठादना, ठाणे क्र. 2
ठाणे 20 वा 22 नो 2010

