

302

Kanta Landmore

VALUATION REPORT  
OF  
IMMOVABLE PROPERTY  
(RESIDENTIAL PREMISES)

OWNED BY  
**MR. RAMESH C. JAIN**

SITUATED AT

FLAT NO. 302, ON THE THIRD FLOOR,  
IN THE BUILDING KNOWN AS  
“ANAND KANCHAN” CO-OP. HSG. SOCIETY LTD.,  
PHIROJSHAH MEHTA ROAD,  
BEHIND SHANTI MILAN, OPP: TJSB BANK,  
VILE PARLE (EAST), MUMBAI - 400 064.

BY  
**A.V. SHETTY & ASSOCIATES**

CHARTERED ENGINEERS  
& GOVT. REGISTERED VALUERS

APPROVED VALUERS AND TECHNICAL APPRAISERS  
FOR BANKS, FINANCIAL INSTITUTIONS & INCOME  
TAX DEPT.  
INSURANCE SURVEYORS & LOSS ASSESSORS.  
ENLISTED AS INDUSTRIAL CONSULTANTS BY  
IDBI, IFCI & ICICI



**a.v.shetty &  
associates**

PHONE : 2411 5420  
2411 5442  
2416 8955  
FAX : 91-22-2415 2684

ADMIN. OFFICE : 103, NAVIN ASHA, FIRST FLOOR,  
126-A, DADASAHEB PHALKE ROAD,  
DADAR (E), MUMBAI - 400 014.  
E-MAIL ADDRESS : rtaks@gmail.com

Ref. No. AVSA/SBI/20739/2013

Date : 30.09.2013.

**FORM - O-1**

REPORT OF VALUATION OF IMMOVABLE PROPERTY situated at Flat No. 302, on the third floor, in the building known as "Anand Kanchan" Co-op. Hsg. Society Ltd., Phirojshah Mehta Road, Behind Shanti Milan, Opp: TJSB Bank, Vile Parle (East), Mumbai - 400 064.

**PART-I**

**GENERAL QUESTIONNAIRE**

1. Purpose for which valuation made.

: To assess the 'Fair Market Value' of the said property for the purpose of availing Bank credit Facilities from **State Bank of India, SME Branch, Goregoan, Mumbai.**

2. Date on which valuation made.

: 26.09.2013.

3. Name of the owner/owners.

: **Mr. Ramesh C. Jain** vide Deed of Transfer dt. 10.03.2007 with **Mr. Jitendra J. Shah & Anr.** (Transferors) and **Mr. Pravin Bhai J. Shah & 2 Others** (Confirming Parties)

4. If the property is under joint ownership/co-ownership, share of each owner. Is the share undivided.

: Sole Ownership

5. Brief description of the property.

: ) The said property comprises of Residential premises situated at Flat No. 302, on the third floor in building known as "Anand Kanchan" Co-op. Hsg. Society Ltd., Phirojshah Mehta Road on land bearing C.T.S. No. 1259, 1259/1 to 7 ) Original Plot No. 115 and Final Plot No. 241 Vile Parle TPS-II, Mumbai Suburban District.

6. Location, Street, Ward No.

7. Survey/Plot No. of land.

8. Is the property situated in residential/commercial/mixed/industrial area.

: Mixed area located within 1km distance from Vile Parle railway Station.

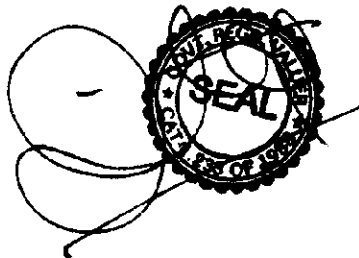
9. Classification of locality-high class/middle class/poor class.

: High class

10. Proximity to civic amenities like schools, offices, hospitals, market, cinemas, etc.

: Available within 1km-2km radius.

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BRANCH OFFICE : HOUSE NO. 12, 7<sup>TH</sup> CROSS, WILSON GARDEN, BENGALURU - 560 027. PH. : 080-22224463

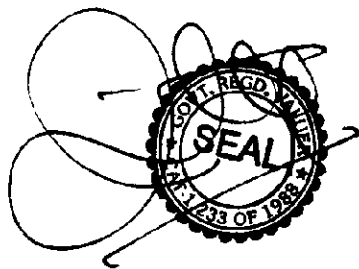
11. Means and proximity to surface communication : Public modes of transport services available.  
by which the locality is served.

**LAND :**

12. Area of land supported by documentary proof : Residential premises on the third floor  
shape dimension and physical features. admeasuring about 850sqf. Saleable Area  
(630sqf. Carpet Area as per agreement) /  
(converted into commercial office).
13. Roads or lanes on which land is abutting. : Phirojshah Mehta Marg, Vile Parle (East)
14. Is it free-hold or lease land. : Freehold
15. If lease-hold the name of lessors/lessee, nature : )  
of lease, date of commencement and termination )  
of lease and terms of renewal of lease. )  
a) Initial premium. : )  
b) Ground rent payable annum. : )  
c) Unearned increase payable to the lessor in : )  
the event sale or transfer. ) N. A.
16. Is there any restrictive covenant in regard to use : )  
of land? If so, attach copy of covenant. )  
)
17. Are there any agreement of easement, if so, : )  
attach copies. )
18. Does the land fall in area included in Town : Falls within limits of MCGM.  
Planning Scheme or any development of Govt.  
or any statutory body? If so, give particulars
19. Has the whole or part of land been notifies for : )  
acquisition by Govt. or statutory body? )  
Give date of notification. )  
) N. A.
20. Has any contribution been made towards : )  
development or is any contribution still )  
outstanding? )
21. Attach a dimensional site plan. : --

**IMPROVEMENTS**

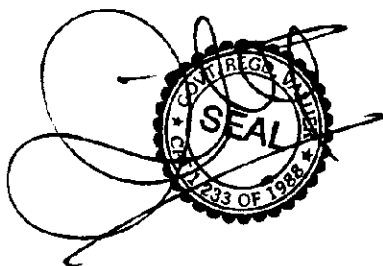
22. Attach plans and elevation of all structures : --  
standing on the land or layout plan.



23. Furnish technical details of the building on separate sheet (The annexure to this form may be used). : Refer technical report (ANNEXURE TO FORM 0-1)
24. a) Is the building owner occupied, tenant, or both. : ) Residential premises on the Third floor wholly owned by the Owner & presently given on Rental basis.  
b) If partly occupied, specify portion and extent of area under owner occupation. : )
25. What is F.S.I. permissible and percentage actually utilised ? : O.C. No. CE/7557/BSII/AK dt. 31.01.1981

### **RENTS**

26. a) Name if tenants/lessees, licence, etc. : ).  
b) Monthly or annual rent/compensation/licence fees, etc. paid by each. : ) N.A.  
c) Portion in their occupation. : )  
d) Gross amount received for the whole property. : )
27. Are any of the occupants related to or close business associates of the owner. : )
28. Is separate amount being recovered for the use of fixtures like fans, geysers, refrigerators, cooking ranges, built-in wardrobes, etc. on for service charges. Is so, give details. : ) N.A.
29. Give details of water and electricity charges if any to be borne by the owner. : Water bill borne by the Society & Electricity bill borne by the Owners
30. Has the tenant to bear the whole or part of the cost of maintenance ? : N. A.
31. If the lift is installed, who has to bear the cost of maintenance and operation ? : Maintained by the Society
32. If a pump is installed, who has to bear the cost of maintenance and operation ? : Maintained by the Society



Contd...4

33. Who has to bear the cost of electricity for lighting of common space like entrance, hall, stairs, passages, compounds, etc. : Maintained by the Society
34. What is the amount of property tax ? Who has to bear it ? Give details with documentary proof. : Society maintenance charges inclusive of all taxes is borne by the Owners.
35. Is the building insured ? If so, give policy No., amount for which it is assured and the annual premium. : --
36. Is any dispute between landlord and tenant regarding rent of building in court of law ? : )
37. Has any standard rent been fixed for the premises under any law relating to the control of rent ? : ) N. A.

### **SALES**

38. Give instance of sale of immovable property in the locality on a separate sheet, including the name and address of the property, registration no., sale price and area land sold. : ) Refer valuation report
39. Land rate/adopted in this valuation. : )
40. If sale instances are not available or relied upon, the basis of arriving at the land rate. : )

### **COST OF CONSTRUCTION**

41. Year of commencement of construction and year of completion : 1978 - 1979
42. What was the method of construction by contract/by employing labour direct/by both. : --
43. For items of work done contract, produce copies of agreement. : )
44. For items of work done by engaging labour directly, give basic rates of materials and labour supported by documentary proof. : ) N. A.

Contd...5



*(Signature)*  
**A. V. Shetty & Associates**  
 B.E. (CIVIL) (Hons.) E.L.E., E.L.V.,  
 CHARTERED ENGINEERS & GOVT. REGISTERED VALUERS

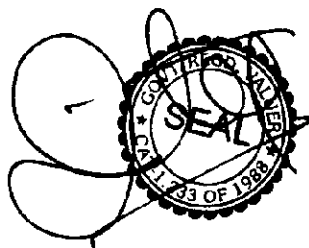
APPROVED VALUERS & TECHNICAL APPRAISERS FOR BANKS, FINANCIAL INSTITUTIONS & INCOME TAX DEPT.  
 INSURANCE SURVEYORS & LOSS ASSESSORS, ENLISTED AS INDUSTRIAL CONSULTANTS BY IDOL, IFCI & ICICI

103, NAVIN ASHA, FIRST FLOOR, 126-A, DADASAHEB PHALKE ROAD, DADAR (E), MUMBAI-400 014  
 PHONE : 24115420/42-24168955 FAX: 91-22-24152664  
 EMAIL ADDRESS : rfnaks@gmail.com

ANNEXURE TO FORM -0-1

**TECHNICAL DETAILS FOR THE PREMISES**

1. No. of floor and height of each floor. : Ground + 3 upper floors  
having adequate floor height.
2. Plinth area-floor-wise. (As per IS:3861-1966) : Residential premises on the Third floor  
admeasuring about 850sqf. Saleable Area  
(630sqf. Carpet Area as per agreement  
(converted into commercial office).
3. Year of construction. : 1978 - 1979
4. Estimated future life. : About 20 years with proper  
maintenance
5. Type of construction-load bearing walls/R.C.C. : R.C.C. framed  
frame/steel frame
6. Type of Foundations. : R.C.C.
7. WALLS
- a) Basement and plinth. : 9" thick brick masonry
- b) Ground floor : 9" thick brick masonry
- c) Super structure above. : 9" thick brick masonry
8. Partitions : 9" thick brick masonry
9. Door and windows (floor-wise) : Wooden Frame Flush door & Glass Door  
Aluminium frame Glazed windows
10. Flooring (floor-wise) : Vitrified tiles flooring
11. Finishing (floor-wise) : Sandface cement plaster with paint finish  
externally and neeru cement plaster with  
paint finish internally.
12. Roofing and terracing. : Flat Roof



Contd...6

13. Special architectural or decorative features. : --  
If any.
14. a) Internal wiring-surface or conduit. : Surface wiring  
b) Class of fittings superior / ordinary / poor. : Ordinary
15. a) Sanitary installations. : One Toilet Block provided  
b) Class of fittings superior coloured / superior : Ordinary  
white / ordinary
16. Compound wall. : Masonry walls provided
17. No. of lifts and capacity. : Nil
18. Underground sump. : Provided  
1. Capacity. : As per regulations of MCGM  
2. Type of construction : R.C.C.
19. Overhead Tank. : Provided  
1. Where located. : On terrace  
2. Capacity. : As per regulations of MCGM  
3. Type of construction : R.C.C.
20. Pumps No. and their horse power : Provided of adequate capacity
21. Roads and pavings within the compound, : Cement Concrete paving  
approx. area, type of paving.
22. Sewage disposal / whether connected to public : Connected to the public sewer line.  
sewers. If septic tanks provided, no. and  
capacity.



  
**a.v.shetty & associates**  
B.E. (CIVIL) (Hons.) E.L.E., E.L.V.,  
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INSURANCE SURVEYORS & LOSS ASSESSORS, ENLISTED AS INDUSTRIAL CONSULTANTS BY IIM, IFCI & ICICI

303, HAYIN ASHA, FIRST FLOOR, 126-A, DADASAHEB PHALKE ROAD, DADAR (E), MUMBAI-400 014  
PHONE : 24115420/42-24168955 FAX : 91-22-24152664  
EMAIL ADDRESS : rtrnaks@gmail.com

Ref. No. AVSA/SBI/20739/2013

Date : 30.09.2013.

**VALUATION-REPORT  
PART-II**

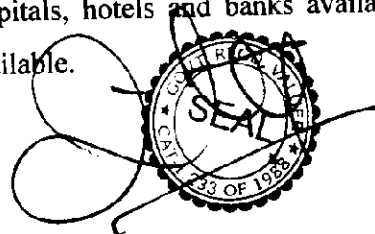
Under instructions from our **Clients**, we visited the property situated at Flat No. 302, on the third floor, in the building known as "Anand Kanchan" Co-op. Hsg. Society Ltd., Phirojshah Mehta Road, Behind Shanti Milan, Opp: TJSB Bank, Vile Parle (East), Mumbai 400 064, Owned by **Mr. Ramesh C. Jain** vide Deed of Transfer dt.10.03.2007 with Mr. Jitendra J. Shah & Anr. (Transferors) and Mr. Pravin Bhai J. Shah & 2 Others (Confirming Parties). The purpose of the visit was to inspect the said property so as to assess the 'Fair Market Value' as on **26.09.2013** and thus prepare its valuation report for the purpose of Bank Credit Facilities from **State Bank of India, SME Branch, Goregaon, Mumbai.**

"The 'Fair Market Value' of any immovable property is the warranted price expressed in terms of money which the said property is estimated to bring, at any given time and place, where buyers and sellers act without compulsion and with full knowledge of all the uses to which the property is adapted and for which it is capable of being used. The warranted price is further contingent on the sellers ability to convey title with all rights inherent in the property and allowing sufficient time for the transaction to mature normally under cash or cash equivalent terms of sale".

**Description :** The said property comprises of Residential premises (converted into office) on the Third floor, in a Ground + 3 upper floors, R.C.C. framed structure, having adequate floor height, admeasuring about **850sqf. Saleable Area (630sqf. Carpet Area** as per agreement). The building is constructed in 1978-1979 and its estimated future life about 20 years with proper maintenance. The premise is provided with vitrified tiles flooring. The masonry walls plastered and painted on both sides have been provided with wooden frame flush doors & Glass doors and Aluminium frame glazed windows for proper light and ventilation.

**Location :** The said property is situated in a mixed area (High class), located within 1km distance from Vile Parle railway station.

**Amenities :** All the basic infrastructural facilities like roads, power, water and telecommunication have been provided for, with civic amenities like schools, markets, hospitals, hotels and banks available within 1km-2km radius and with public modes of transport being available.





## DECLARATION

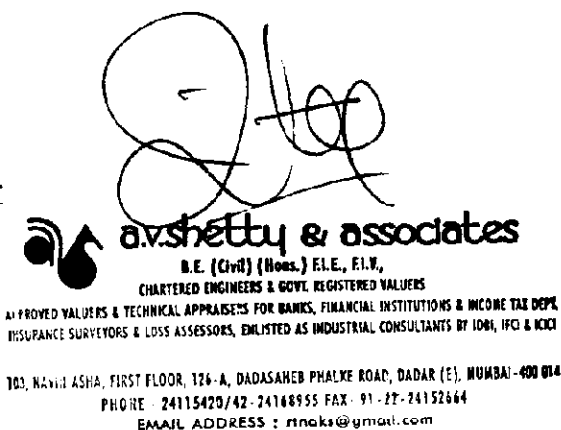
I hereby declare that;

1. The information furnished above is true and correct to the best of my knowledge and belief.
2. I have no direct or indirect interest in the assets valued.
3. I/my associates have personally inspected the said property on 26.09.2013 in the presence of the Owners' representative.
4. Value varies with the purpose and date. This report is not to be referred to if purpose is different from that mentioned hereinabove.



Signature of the  
Registered Valuer

DATE : 30.09.2013  
PLACE : MUMBAI.



## ASSUMPTIONS AND LIMITING CONDITIONS

1. Assumptions are made to the best of our knowledge and belief. Reliance is based on the information furnished to us by the identifier and the Bank/clients.
2. No legal verification of the title of the assets has been undertaken and the Valuer shall not be responsible for any matter of legal nature that affects the value and the opinion expressed by us.
3. Where it is stated that the Bank/client has supplied information to the Valuer, this information is believed to be reliable, but the Valuer can accept no responsibility if this should prove not to be so. Where information is given without being attributed directly to another party, this information has been obtained from our market research.
4. In no event shall the Valuer be held responsible or liable for special, direct, indirect or consequential damages as the assignment has been completed to the best efforts, available knowledge and belief, and in good intentions of the persons concerned.
5. If our appearance is required, we will be pleased to appear and given the necessary clarifications, provided the fees for each appearance (including out of pocket expenses) are pre-determined.
6. The Valuer's responsibility in connection with this valuation report is limited to the client to whom it is addressed and to that client only. The Valuer disclaims all responsibility and will accept no liability to any other party.
7. Validity of this report is as on date of valuation report only.

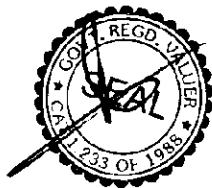
The 'Fair Market Value' of the said property has thus been assessed based on local enquires using "Market Value" method & taking into account the factors mentioned as above and briefly listed below :

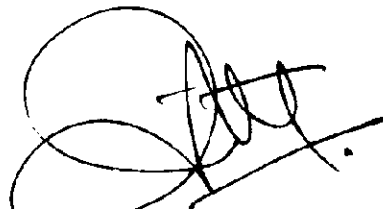
- A) Extent and Survey Number.
- B) Location, accessibility, distance from the centre of the town.
- C) Developments - infrastructure, compound wall, drainage, paving, etc.
- D) Market value of land - as estimated by local enquiries
- E) Building - type of construction, age, future life, depreciation.
- F) Dues/Outgoings - presently borne by the Owners

The 'Fair Market Value' of the said property has been worked out as under :

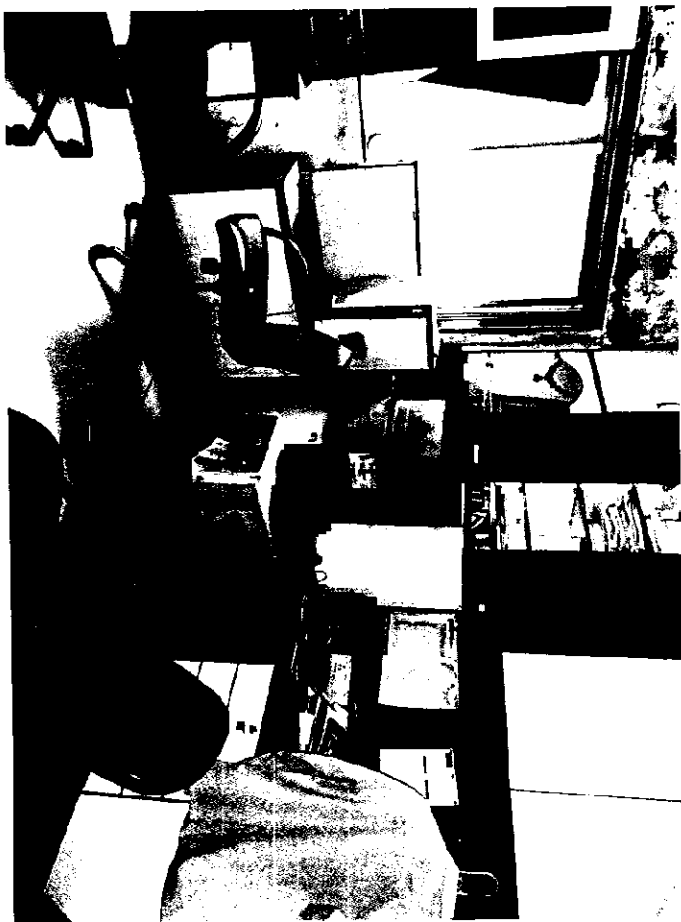
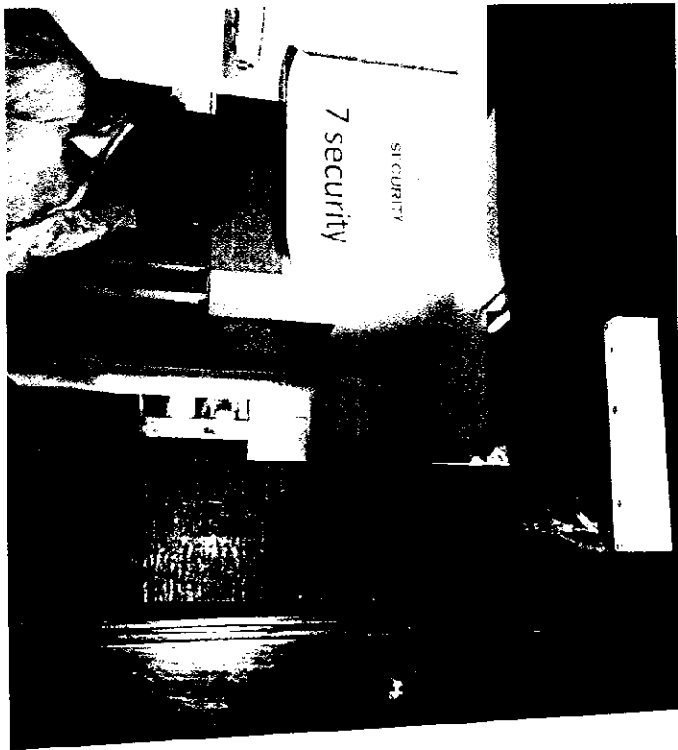
850sqf.. @ ₹ 28,000/sqf. = ₹ 2,38,00,000/-  
(the above rate takes into account commercial user and future redevelopment prospects)

Therefore, to the best of our knowledge and belief, the 'Fair Market Value' of the said property is **₹ 2,38,00,000/- (Rupees Two Crores and Thirty Eight Lakhs Only)** and the 'Forced Sale Value' of the said property is **₹ 1,90,00,000/- (Rupees One Crore and Ninety Lakhs Only)** and the "Insurable Value" (Reinstatement Value of the structure) is **₹ 10,00,000/- (Rupees Ten Lakhs Only)** as on the date of visit (26.09.2013) and the same may be considered to be true and fair.



  
**a.v.shetty & associates**

B.E. (Civil) (Hons.) F.I.E., F.I.V.,  
CHARTERED ENGINEERS & GOVT. REGISTERED VALUERS  
APPROVED VALUERS & TECHNICAL APPRAISERS FOR BANKS, FINANCIAL INSTITUTIONS & INCOME TAX DEPT.  
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PHONE : 24115420/42-24168955 FAX : 91-22-24152664  
EMAIL ADDRESS : rinaks@gmail.com



# Bhuta & Associates

## ADVOCATE

Off. Add. : Office No. 3 & 4, 3rd Floor, Kothari House, situated at 5/7, Oak Lane, Fort,  
Mumbai - 400 001. Telefax : 2262 1648 Email : ashbhuta@hotmail.com

SBI/HO/LO/6186/2014

To,  
State Bank of India  
Goregaon (West)  
Mumbai.

14/03/2014

Sir,

### ANNEXURE C CERTIFICATE OF TITLE

I have Examined the Original Title deeds intended to be deposited relating to the Schedule Property and offered as security by way of Equitable Mortgage and that the Documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created it will satisfy the requirements of Creation of the Equitable Mortgage and we further certify that it is possible to create Equitable Mortgage by taking deposit the documents of title detailed below :-

- 1) I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
- 2) I confirm having caused a search in the concerned office of the Sub-Registrar. We do not find anything adverse which would prevent the Title Holders from creating a Valid Mortgage. We are responsible, if any loss is caused to the Bank due to negligence on my part or by agent in making search.
- 3) Following scrutiny of Records in the concerned office of the Sub-Registrar and relative Title Deeds, We hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt if any has been clarified by making necessary enquiries.

*A. Bhuta*

Correspondence Office: A/3, 2nd Floor, Bldg. No. 44, Pranav Gandhi Nagar CHS Above Hotel,  
Highway Gomantak & Slum Redevelopers, Association, Opp. M.I.G. Club,  
Behind Mahada, Bandra (E), Mumbai - 400 051.

- 4) There are no prior Mortgage/Charges/encumbrances whatsoever as could be seen from the Encumbrances Certificate for the period from 1985 to 2014 pertaining to the Immovable Property covered by above said Title Deeds. The property is free from all encumbrances.

The Mortgage if created, will be available to the Bank for the liability of the intending Borrowers.

We certify that **MR. RAMESH C. JAIN** has an absolute, clear and Marketable Title over the Schedule property. We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Equitable Mortgage would be enforceable.

To call upon the said **MR. RAMESH C. JAIN** to deposit the following documents to the Bank.

1. Original Registered Deed of Transfer dated 10/03/2007 executed between SHRI JITENDRA JAGMOHANDAS SHAH & MRS. USHA JITENDRA SHAH as the "Transferors" of the one part and MR. PRAVINBHAI J. SHAH, MR. MADHUKANT J. SHAH & MR. HEMENDRA J. SHAH as the "Confirming Parties" of the second part and SHRI RAMESH C. JAIN as the "Transferee" of the third part, duly stamped and document registered under Serial No. BDR1-02052-2007 dated March 12, 2007 by Sub-Registrar Andheri-1 (Bandra).
2. Original Stamp Duty Receipt dated 09/03/2007 for Rs. 1,92,600/- in the name of Shri Ramesh C. Jain.
3. Original Registration Receipt No.2068 (document registered under Serial No.BDR1-02052-2007) dated 12/03/2007 for Rs.30,320/- in the name of Shri Ramesh C. Jain, by Sub-Registrar Andheri-1 (Bandra).
4. Original Registration Agreement for Sale dated 24/03/1981 executed between JYOTSNA VINAYAKANT GANDHI (Proprietor of M/s. Jeeve Enterprise) as the "Vendor" of the one part and SHRI. JITENDRA JAGMOHANDAS SHAH, SMT USHA JITENDRA SHAH & MR. JAGMOHAN VIRJI SHAH as the "Purchaser" of the other part,

A. D. B. Hull

# Bhuta & Associates

## ADVOCATE

Off. Add. : Office No. 3 & 4, 3rd Floor, Kothari House, situated at 5/7, Oak Lane, Fort,  
Mumbai - 400 001. Telefax : 2262 1648 Email : ashbhuta@hotmail.com

- duly stamped and document registered under Serial No. 494-1981 dated March 07, 1981 by Sub-Registrar Bombay (Bandra).
5. Original Registration Receipt (Document registered under Serial No.494/1981) dated 07/03/1981 for Rs.1,594/- in the name of Shri Jitendra Jagmohandas Shah, by Sub-Registrar Bombay (Bandra). ✓
  6. Original Share Certificate No.10 dated 08/03/1987 distinctive five shares Nos. from 046 to 050 each of Rs.50/- standing in the name of Shri Jitendra J. Shah as the bonafide member of the V. P. Anand Kanchan Co-operative Housing Society Limited. ✓
  7. Copy of Occupation Certificate No. CE/7557/BSII/AK dated 31/01/1981 issued by MCGM. ✓
  8. Latest Society Maintenance Receipt ✓
  9. NOC from Society to mortgage the flat in favour of the Bank with an undertaking to mark the lien/charge of the bank in their registers as per Bank's Format. ✓

### SCHEDULE OF THE PROPERTY

A residential flat admeasuring about 630 sq.fts., Carpet Area, bearing Flat No.302, on the 3rd Floor in the building known as "Anand Kanchan", in the society known as "V. P. Anand Kanchan Co-operative Housing Society Limited". constructed on all that piece or parcel of land admeasuring about mtrs., bearing Original Plot No.115 and Final Plot No.241 of Vile Parle Town Planning Scheme No.II and bearing Bombay Municipality 'K' Ward Nos.763(1), (2), (2A) and bearing City Survey No.1259, 1259/1 to 7, lying being and situated at Sir Phirozshah Mehta Road, Ville Parle (East), Mumbai-400 057, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:- On or towards the east by CTS No.1252 of the scheme; On or towards the west by Sir Phirozshah Mehta Road; On or towards the north by CTS No.1260 of the scheme and On or towards the south by CTS No. 1253 &1258 of the scheme.

Place: Mumbai

Date: 14/03/2014

*A. J. Bhuta*  
Signature of the Advocate

Correspondence Office: A/3, 2nd Floor, Bldg. No. 44, Pranav Gandhi Nagar CHS Above Hotel,  
Highway Gomantak & Slum Redevelopers, Association, Opp. M.I.G. Club,  
Behind Mahada, Bandra (E), Mumbai - 400 051.

## TITLE INVESTIGATING REPORT (T.I.R)

### Annexure "B"

1. a)	Name of the Branch/ BU seeking opinion	State Bank of India Goregaon (West) Mumbai.
b)	Reference No. and date of the letter under the cover of Which the documents tendered for scrutiny are forwarded.	Vide letter dated _____
c)	Name of the Borrower.	MR. RAMESH C. JAIN
2. a)	Name of the Unit/Concern/Company/Person offering the Property (ies) as Security.	MR. RAMESH C. JAIN (hereinafter referred to as the Guarantor).
b)	Constitution of the Unit/Concern/person/body /authority offering the property for creation of charge.	Individual
c)	State as to under what capacity is security offered (whether as joint applicant or Borrower or as guarantor etc.)	Guarantors
3.	Complete or full description of the immovable property/ (ies) Offered as security for creation of mortgage whether Equitable/ registered mortgage.	A residential flat admeasuring about 630 sq.fts., Carpet Area, bearing Flat No.302, on the 3 <sup>rd</sup> Floor in the building known as "Anand Kanchan", in the society known as "V. P. Anand Kanchan Co-operative Housing Society Limited". constructed on all that piece or parcel of land admeasuring about mtrs., bearing Original Plot No.115 and Final Plot No.241 of Vile Parle Town Planning Scheme No.II and bearing Bombay Municipality 'K' Ward Nos.763(1), (2), (2A) and bearing City Survey No.1259, 1259/1 to 7, lying being and situated at Sir Phirozshah Mehta Road, Ville Parle (East), Mumbai-

*A. B. Chaudhary*

		400 057, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:- On or towards the east by CTS No.1252 of the scheme; On or towards the west by Sir Phirozshah Mehta Road; On or towards the north by CTS No.1260 of the scheme and On or towards the south by CTS No. 1253 &1258 of the scheme.
a)	Survey no.	1259, 1259/1 to 7
b)	Door no. (in case of house property) :	Flat No.302
c)	Extent/area including plinth/built up area in case of House property	A residential flat admeasuring about 630 sq.ft., Carpet Area, constructed on all that piece or parcel of land admeasuring about 1152 sq.yards i.e., equivalent to 1070.25 sq.mtrs.
d)	Locations like name of the place, village, city, registration, Sub-district etc.	Sir Phirozshah Mehta Road, Ville Parle (East), Mumbai-400 057, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban
e)	Boundaries :	On or towards the east by CTS No.1252 of the scheme; On or towards the west by Sir Phirozshah Mehta Road; On or towards the north by CTS No.1260 of the scheme and On or towards the south by CTS No. 1253 &1258 of the scheme.
4. A)	Particulars of the documents scrutinized-serially and Chronologically	<p>a) Original Registered Deed of Transfer dated 10/03/2007 executed between SHRI JITENDRA JAGMOHANDAS SHAH &amp; MRS. USHA JITENDRA SHAH as the "Transferors" of the one part and MR. PRAVINBHAI J. SHAH, MR. MADHUKANT J. SHAH &amp; MR. HEMENDRA J. SHAH as the "Confirming Parties" of the second part and SHRI RAMESH C. JAIN as the "Transferee" of the third part, duly stamped and document registered under Serial No. BDR1-02052-2007 dated March 12, 2007 by Sub-Registrar Andheri-1 (Bandra).</p> <p>b) Original Stamp Duty Receipt dated 09/03/2007 for Rs. 1,92,600/- in the name of Shri Ramesh C. Jain.</p>

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		<p>c) Original Registration Receipt No.2068 (document registered under Serial No.BDR1-02052-2007) dated 12/03/2007 for Rs.30,320/- in the name of Shri Ramesh C. Jain, by Sub-Registrar Andheri-1 (Bandra).</p> <p>d) Original Registration Agreement for Sale dated 24/03/1981 executed between JYOTSNA VINAYAKANT GANDHI (Proprietor of M/s. Jeeve Enterprise) as the "Vendor" of the one part and SHRI. JITENDRA JAGMOHANDAS SHAH, SMT USHA JITENDRA SHAH &amp; MR. JAGMOHAN VIRJI SHAH as the "Purchaser" of the other part, duly stamped and document registered under Serial No. 494-1981 dated March 07, 1981 by Sub-Registrar Bombay (Bandra).</p> <p>e) Original Registration Receipt (Document registered under Serial No.494/1981) dated 07/03/1981 for Rs.1,594/- in the name of Shri Jitendra Jagmohandas Shah, by Sub-Registrar Bombay (Bandra).</p> <p>f) Original Share Certificate No.10 dated 08/03/1987 distinctive five shares Nos. from 046 to 050 each of Rs.50/- standing in the name of Shri Jitendra J. Shah as the bonafide member of the V. P. Anand Kanchan Co-operative Housing Society Limited.</p> <p>g) Copy of Occupation Certificate No. CE/7557/BSII/AK dated 31/01/1981 issued by MCGM.</p>
b)	<p>Nature of documents verified and as to whether they are Originals or certified copies or registration extracts duly Certified.</p> <p>Note: Only originals or certified extracts from the</p>	As at 4 (a) above

*As at 4 (a) above*

	Registering/land/revenue/o ther authorities be examined.	
5.	Whether certified copy of all title documents are obtained from the relevant sub- registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)	To be verified.
6 a)	Whether the records of registrar of Office or revenue authorities relevant to the property in question are available for verification through any online portal or computer systems?	No
b)	If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	No
c)	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No
7. a)	Property Offered as security falls with in the jurisdiction of which Sub-Registrar Office?	Mumbai
b)	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of Sub- Registrar/district registrar -	No

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	General if so, please name all such Offices?	
c)	Whether search has been made at all the offices named at (b) above?	Yes.
d)	Whether the searches in the Offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property question?	No
8.	<p>Flow of titles tracing out the title, of the intended Mortgagor and his/ its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a Further period, depending on the need for clearance of Such clog on the Title.</p> <p><b>In case of property offered as security for loans of Rs. 100 crore and above search of title / encumbrances for a period of not less than 30 years is mandatory (Separate Sheets may be used).</b></p> <ol style="list-style-type: none"> <li>1. It is observed from the documents submitted before us that, one Mr. Subodhchandra Chimanlal Parikh &amp; Mrs. Aruna Subodhchandra Parikh were well seized and possessed of all that piece or parcel of land admeasuring about 1152 sq. yards i.e., equivalent to 1070.25 sq.mtrs, bearing Original Plot No. 115 and Final Plot No. 241 of Ville Parle Town Planning Scheme No.II and bearing Bombay Municipality 'K' Ward Nos. 763(1), (2), (2A) and bearing City Survey No.1259, 1259/1 to 7, lying being and situated at Sir Phirozshah Mehta Road, Ville Parle (East), Mumbai-400 057, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.</li> <li>2. Further it is observed that, by Agreement dated 24/11/1979 the said Mr. Subodhchandra Chimanlal Parikh &amp; Mrs. Aruna Subodhchandra Parikh have sold the said property to one M/s. Kamala Builders upon the proper consideration.</li> <li>3. Further it is observed that, the said M/s. Kamala Builders had obtained necessary approvals and permission from the competent authority to construct residential building/s known as " Anand Kanchan" on the aforesaid property with a view to sell the flats and premises to prospective purchasers on ownership basis.</li> <li>4. It is further observed that, by Agreement dated 29/01/1981 the said M/s. Kamala Builders sold the captioned flat to the Jyotsna Vinayakant Gandhi</li> </ol>	

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- (Proprietor of M/s. Jeeve Enterprise) upon the proper consideration.
5. Further it is observed that, by Registered Agreement for Sale dated 24/03/1981 executed between Jyotsna Vinayakant Gandhi (Proprietor of M/s. Jeeve Enterprise) as the "Vendor" of the one part and Shri. Jitendra Jagmohandas Shah, Smt. Usha Jitendra Shah & Mr. Jagmohan Virji Shah as the "Purchaser" of the other part duly stamped and document registered under Serial No.494-1981 dated 07/03/1981, by Sub-Registrar Bombay (Bandra), the said vendor sold and transferred her right, title and interest in respect of the said flat to the purchaser upon the proper consideration.
  6. It is observed that, the said building formed Co-operative Housing Society Limited in the name and style of "V. P. Anand Kanchan Co-operative Housing Society Limited" a society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 vide Registration No. KE/6995 of 1982. Further the said society has issued a Share Certificate No.10 dated 08/03/1987 distinctive five share Nos. from 046 to 050 each of Rs.50/- standing in the name of Shri. Jitendra J. Shah as the bonafide member of the V. P. Anand Kanchan Co-operative Housing Society Limited in respect of Flat No.302.
  7. It is further observed that, the said Mr. Jagmohan Virji Shah died leaving behind him Mr. Pravinbhai J. Shah, Mr. Madhukant J. Shah & Mr. Hemendra J. Shah as his legal heirs and representatives.
  8. Finally it is observed that, by Registered Deed of Transfer dated 10/03/2007 executed between SHRI JITENDRA JAGMOHANDAS SHAH & MRS. USHA JITENDRA SHAH as the "Transferors" of the one part and MR. PRAVINBHAI J. SHAH, MR. MADHUKANT J. SHAH & MR. HEMENDRA J. SHAH as the "Confirming Parties" of the second part and SHRI RAMESH C. JAIN as the "Transferee" of the third part, duly stamped and document registered under Serial No. BDR1-02052-2007 dated March 12, 2007 by Sub-Registrar Andheri-1 (Bandra), the said transferors sold and transferred their right, title and interest in respect of the said flat to the transferees upon the total consideration of Rs.42,00,000/- and confirming parties have confirmed the same.

Thus I am of the opinion that the title of said SHRI. RAMESH C. JAIN have quiet, vacant, peaceful possession of the captioned flat and have clear, valid, marketable title free from all encumbrances to the said flat.

9.	Nature of Title of the intended Mortgagor over the Property (whether full	The MR. RAMESH C. JAIN is the Owner of the said Property.
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	ownership rights, Leasehold Rights, Occupancy /Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.).	
10	<p>If leasehold, whether,</p> <p>a) Lease Deed is duly stamped and registered.</p> <p>b) Lessee is permitted to mortgage the leasehold right.</p> <p>c) duration of the Lease/unexpired period of lease,</p> <p>d) If, a sub-lease, check the lease deed in favour of lessee As to whether Lease deed permits sub-leasing and Mortgage by Sub-Lessee also.</p> <p>e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?</p> <p>f) Right to get renewal of the leasehold rights and nature thereof.</p>	N.A.
11.	If Govt. grant/allotment/Lease-Cum/Sale Agreement whether;	N.A.
	Grant / agreement etc. provides for alienable rights to the mortgagor with or without conditions.	N.A
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A
12.	<p>If occupancy right, whether;</p> <p>a) Such right is heritable and</p>	

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	transferable, b) Mortgage can be created.	YES
		YES
13.	Nature of Minor's interest, if any and if so, whether Creation of mortgage could be possible-the Modalities/procedure to be followed and the reasons for Coming to such conclusion.	N.A.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether.	N.A.
	a) The Gift/Settlement Deed is duly stamped and registered.	N.A.
	b) The Gift/Settlement Deed has been attested by two witnesses:	N.A.
	c) The Gift/Settlement Deed transfers the property to Donee.	N.A.
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	N.A.
	e) Whether there is any restrictions on the Donor in executing the Gift/Settlement Deed in question.	N.A.
	f) Whether the Donee is in possession of the gifted property:	N.A.
	g) Whether any life interest is reserved for the Donor or any other persons and whether there is a need for any other person to join the creation of	N.A.

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	mortgage.	N.A.
	h) Any other aspect affecting the validity of the title passed through the Gift/Settlement Deed	N.A.
15 a)	In case of partition /settlement deeds, whether the original Deed is available for deposit. If not the modality /procedure To be followed to create a valid and enforceable mortgage.	N.A.
b.	Whether mutation has been effected and whether the Mortgagor is in possession and enjoyment of his share.	N.A.
c.	Whether the partition made is valid in law and the Mortgagor has acquired a mortgage able title thereon.	N.A.
d.	In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with.	N.A.
e.	Whether any of the documents in question are executed in counterparts or in more than one set? It so additional precautions to be taken for avoiding multiple mortgages?	N.A.
16.	Whether the title documents include any testamentary documents / wills?	N.A.
a.	In case of wills, whether the will is registered or unregistered Will?	N.A.
b.	Whether the Will in the matter needs a mandatory	N.A.

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	probate and if so whether the same is probated by a competent court?	
c.	Whether the property is mutated on the basis of will?	N.A.
d.	Whether the Original Will is available?	N.A.
e.	Whether the Original Death Certificate of the testator is available?	N.A.
f.	What are the circumstances and/or documents to establish the will in question is the last and final Will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness / validity of the Will, all parties have acted upon the Will, etc. which are relevant to rely on the Will, availability of Mother / Original title deeds are to be explained)	N.A.
17.	(a) Whether the property is subject to any wakf rights?	N.A.
	(b) Whether the property belongs to church / temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A.
	(c) Precautions/Permissions, if any respect of the above cases for creation of mortgage?	N.A.
18.	(a) Where the property is a HUF/Joint family property, mortgage is created for	N.A.

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	family benefit/legal necessity, whether the Major Co-parceners have no objection/join in execution minor's share if any, rights of female members etc.	
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A.
	(b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes the mortgage of the property?	N.A.
	(c) if so additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	(d) Requirements, if any creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	N.A.
	(b) In case of Agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity	N.A.

*A. S. R. Kulkarni*

	of the title and right to enforce the mortgage?	
	(c) In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	N.A.
21.	Whether the property is affected any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)	N.A.
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	N.A.
	(b) Whether any search / enquiry is made with the land Acquisition Office and the outcome of such search/enquiry.	N.A.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	N.A.
	(b) If so, whether such litigation would adversely effect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	(c) Whether the title documents have any court seal/marking which points out any	N.A.

*Amend*

	litigation/attachment/security to court in respect of the property in question" In such case please comment on such seal/markings.	
24.	(a) In case of partnership firm, Whether the property belongs to the firm and the deed is property registered.	N.A.
	(b) Property belonging to partners, Whether thrown on hotchpot? Whether formalities fro the same have been completed as per applicable laws?	N.A.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association / provision for common seal etc.	N.A.
26.	In case of Societies, Associations, the required authority/power to Borrower and whether the mortgage can be created, and the requisite resolutions bye-laws.	N.A.
27.	(a) Whether any POA is involved in the chain of title?	N.A.
	(b) Whether the POA	

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	involved is one coupled with interest, i.e. a Development Agreement - Cum - Power of Attorney. If so please clarify Whether the same is registered document and hence it has crated an interest in favor of the builder/developer and as such is irrevocable as per law.	N.A.
	(c) In case the title document is executed by the POA Holder, please clarify whether the POA involves is (i) one executed by the Builders viz. Companies / Firms / Individual or Proprietary Concerns in favor of their Partners/Employees/ Authorized Representatives to sign Flat Allotment Letter, NOC'S Agreements of Sale, Sale Deeds, etc in favor of buyers of flats/units (Builder's POA) or (ii) other type of POA (common POA).	N.A.
	(d) In case of Builder's POA Whether a certified copy of POA is available and the same has been verified /compared with the original POA.	N.A.
	(e) In case of Common POA (i.e. POA other that Builders' POA) please clarify the following clauses in respect of POA.	N.A.
	i. Whether the original POA is verified and the title investigation is done on the	N.A.

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	basis of original POA?	
	ii. Whether the POA is a registered one?	N.A.
	iii. Whether the POA is a special or general one?	N.A.
	iv. Whether the POA contains a specific authority for execution of title documents in question?	N.A.
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of Sub-registrar also?)	N.A.
	(g) Please comment on the genuineness of POA?	N.A.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	N.A.
28.	Whether the mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped /authenticated in terms of the Law of the place where it is executed.	N.A.
29.	If the Property is a flat/apartment or residential / commercial complex, check and comment on the following	A Residential Flat
a.	Developer's/Land owner's title to the land/building	Owner's Title to the said Property is clear and marketable.

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b.	Development Agreement for Sale / power of Attorney	Agreement dated 24/11/1979
c.	Extent of authority of the Developer/builder.	Develop and sell and receive remuneration
d.	Independent title verification of the land and/or building in Question.	N.A.
e.	Agreement for Sales for Sale	YES
f.	Payment of proper stamp duty	YES
g.	Requirement of Registration of Sale Agreement Development Agreement, POA etc.	N.A.
h.	Approval of Building Plan, permission of appropriated/local authority etc.	YES, Approved
i.	Conveyance in favor of Society / Condominium concerned.	Yet to be done
j.	Occupancy Certificate/ Allotment Letter/Letter of Possession.	OC Verified.
k.	Membership details in the Society etc;	YES
l.	Share Certificate.	Verified
m.	No objection letter from the society	NOC from Society is required
n.	All legal requirements under the local/Municipal laws, Regarding ownership of Shops/Apartments/Building Regulation, Development Control Regulations, Co-operative Societies Laws etc.	YES
o.	Requirements, for noting the Bank charges on the records	YES, in society records

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	of the Housing Society, if any.	
p.	If the property is vacant land and construction is yet to be made, approval by lay-out and other precautions, if any.	N.A.
q.	Whether the numbering the pattern of the Units/flats tally in all documents such as approved plan, agreement plan etc.	YES
30.	Encumbrance, Attachments, and/or claims whether of Government, Central or State or other local authorities or Third Party claim, Leins etc. And details thereof.	NONE
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favor the encumbrance is created and if so, satisfaction of chare if any.	30 Years
32.	Details regarding property tas or land revenue or other statutory dues paid/payable as on date and if not paid what remedy?	N.A.
33.	<p>a. Urban land ceiling clearance, whether required And if so, details thereon.</p> <p>-----</p> <p>Whether No Objection Certificate under the income Tax Act is required/ obtained.</p>	<p>N.A.</p> <p>N.A.</p>
34.	Details of RTC extracts /mutation extracts/ Katha extracts Pertaining to the property in question.	N.A.
35.	Whether the name of	N.A.

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	mortgagor is reflected as owner in the revenue/Municipal/Village records?	
36.	(a) Whether the property offered as security is clearly demarcated?	N.A.
	(b) Whether the demarcation / partition of the property is legally valid?	N.A.
	(c) Whether the property has clear access as per documents?	N.A.
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection. (b) Document in relation to water connection. (c) Document in relation to Sales Tax Registration, if any applicable. (d) Other utility, if any	YES
38.	In respect of the boundaries of the property, whether there is a difference / discrepancy if any of the title documents or any other documents (such as valuation report, utility, bills etc.) or the actual current boundary? If so please elaborate / comment on then same.	N.A.
39.	If the valuation report and/or approved / sanctioned plans are made available, please comment on the same	

*A. J. B. Kulk*

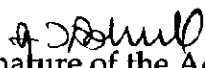


	including the comments on the description and boundaries of the property on the said document and that the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate)	NO
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of property registration of documents, payment of property Stamp duty	NIL
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property as security?	YES
42.	In case of absence of original titles deeds, details of legal And other requirements for creation of a proper, valid and Enforceable mortgage by deposit of certified extracts duly Certified etc., as also any precaution to be taken by the Bank in this regard.	N.A.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N.A.
44.	Additional aspects relevant	

*A. J. Singh*

	for investigation of title as per local laws.	N.A.
45.	Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of Security.	Equitable Mortgage recommended
46.	The specific person who are required to create Mortgage/to deposit document creating mortgage.	Authorized Person of SHRI RAMESH C. JAIN is required to deposit the Document creating Mortgage.

Place : Mumbai  
Date : 14/03/2014

  
Signature of the Advocate



# Central Registry of Securitisation Asset Reconstruction and Security Interest of India

5th Floor, MTNL Telephone Exchange Building,  
8, Bhikaji Cama Place, New Delhi-110066

Search Result for Matching Asset  
Search reference Id : 200028222564  
Search Date: 30-10-2014 12:07:27

## Search Details Entered by User

Asset Id:	200007581744
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## Asset Details Of Security Interest

Asset Id:	200007581744	Nature of Property:	Residential Flat
Plot Id:	241	Survey No:	1259 1259 ITO 7
House Id:	302	Floor No:	3
Building No:		Building Name:	ANAND KANCHAN CHS
Buildup Area:	630 Square feet	Street Name:	SIR P M ROAD
Sector/Ward No:		Locality:	VILE PARLE EAST
Landmark:		Block No:	
Village:		Town:	
Taluka:		District:	MUMBAI
PIN Code:	400057	State:	Maharashtra

## General Details of Security Interest(s) for the Asset

Sr. No.	Security Interest Id	SI Creation Date	Charge Holder Name	Is asset Under Charge ?	Charge Release Date	Borrower Type	Borrower(s)	Sub Borrower (Partner Name If any)	Third Party Mortgagee(s)
1	400007591134	25-11-2013	STATE BANK OF INDIA BSR/Branch Code: 0012521	Yes	N/A	1. Company	1. KAMLA LANDMARC MOTORS PRIVATE LIMITED (Maharashtra, PIN: 400057)	1. N/A	1. Mr. RAMESH JAIN (Maharashtra, PIN: 400056)

This is a computer generated report and does not require a signature.

### Disclaimer :

The details of the property as above is "as is basis" which are fed in the Central Register by the respective Banks/FIs pursuant to Section 23 of the SARFAESI Act. CERSAI makes no warranties, expressed or implied, and hereby disclaims and negates all warranties, including without limitation, implied warranties or conditions of merchantability, title, encumbrance of the said property. Further, CERSAI does not warrant or make any representations concerning the accuracy, reliability of the data.

For any further clarification you can contact us on our Helpdesk Numbers : 011-26176847, 011-26176855, 011-26176856



Central Registry of Securitisation Asset Reconstruction and Security Interest of India

5th Floor, MTNL Telephone Exchange Building,  
8, Bhikaji Cama Place, New Delhi-110066

Search Result for Matching Asset  
Search reference Id : 200028222595  
Search Date: 30-10-2014 12:08:30

Search Details Entered by User

Asset Id:	200007581833
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Asset Details Of Security Interest

Asset Id:	200007581833	Nature of Property:	Residential Flat
Plot Id:	45 51P	Survey No:	G 143 A
House Id:	7	Floor No:	3
Building No:		Building Name:	ARCHANA
Buildup Area:	630 Square feet	Street Name:	TAGORE ROAD
Sector/Ward No:		Locality:	SANTACRUZ WEST
Landmark:		Block No:	
Village:		Town:	
Taluka:		District:	MUMBAI
PIN Code:	400054	State:	Maharashtra

General Details of Security Interest(s) for the Asset

Sr. No.	Security Interest Id	SI Creation Date	Charge Holder Name	Is asset Under Charge ?	Charge Release Date	Borrower Type	Borrower(s)	Sub Borrower (Partner Name If any)	Third Party Mortgagee(s)
1	400007591223	25-11-2013	STATE BANK OF INDIA BSR/Branch Code: 0012521	Yes	N/A	1. Company	1. KAMLA LANDMARC MOTORS PRIVATE LIMITED (Maharashtra, PIN: 400057)	1. N/A	1. Mr. KETAN SHAH (Maharashtra, PIN: 400006)

This is a computer generated report and does not require a signature.

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For any further clarification you can contact us on our Helpdesk Numbers : 011-26176847, 011-26176855, 011-26176856

# Padiyar & Co.

Advocates & Legal Consultants

307, M K Bhavan, 300 S. B. S. Road, Fort, Mumbai - 400001

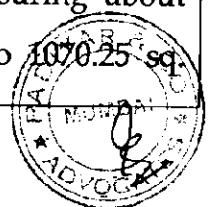
Cell : 9323802133  
Tel : 30205439/22641533  
Fax : 22641503  
Email : padiyarco@yahoo.co.in

REF: PC/SBI/Goregaon (W.) Br./LSR - 212/13

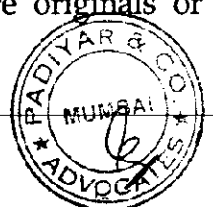
September 25, 2013

## Annexure - B: Report of Investigation of Title in respect of immovable Property

1.	a) Name of the Branch/BU seeking opinion	State Bank of India, Goregaon (West) Branch, Mumbai
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Instruction received from the bank.
	c) Name of the Borrower	MR. RAMESH C. JAIN
2.	a) Name of the unit/concern/company/person offering the property (is) as security	MR. RAMESH C. JAIN
	b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	An Individual Owner
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Guarantors
7.	Complete or full description of the immovable property(ies) offered as security for creation of mortgage whether equitable/ registered mortgage.	A residential flat admeasuring about 630 sq. fts., Carpet Area, bearing Flat No.302, on the 3 <sup>rd</sup> Floor, in the building known as "Anand Knachan", in the society known as "V. P. Anand Kanchan Co-operative Housing Society Limited", constructed on all that piece or parcel of land admeasuring about 1152 sq. yards i.e. equivalent to 1070.25 sq.



		<p>mtrs., bearing Original Plot No.115 and Final Plot No.241 of Vile Parle Town Planning Scheme No.II and bearing Bombay Municipality 'K' Ward Nos.763(1), (2), (2A) and bearing City Survey No.1259, 1259/1 to 7, lying, being and situate at Sir Phirozshah Mehta Road, Vile Parle (East), Mumbai - 400 057, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:- On or towards the East by CTS No.1252 of the scheme; On or towards the West by Sir Phirozshah Mehta Road; On or towards the North by CTS No.1260 of the scheme &amp; On or towards the South by CTS No.1253 &amp; 1258 of the scheme</p>
	(a) Cadastral Survey No.	1259, 1259/1 to 7
	(b) Door No. (in case of house property)	<b>Flat No.302</b>
	(c) Extent/area including plinth/built up area in case of house property	A residential flat admeasuring about <b>630 sq. fts., Carpet Area</b> , constructed on all that piece or parcel of land admeasuring about 1152 sq. yards i.e. equivalent to 1070.25 sq. mtrs.
	(d) Locations like name of the place, village, city, registration, sub-district, etc.	Sir Phirozshah Mehta Road, Vile Parle (East), Mumbai - 400 057, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban
	(e) Boundaries	On or towards the East by CTS No.1252 of the scheme; On or towards the West by Sir Phirozshah Mehta Road; On or towards the North by CTS No.1260 of the scheme & On or towards the South by CTS No.1253 & 1258 of the scheme
4.	<p>a) Particulars of the documents scrutinized - serially and chronologically</p> <p>(a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified</p>	



<b>Note:</b> Only Originals or Certified extracts from the registering/land/revenue/other authorities be examined				
Sl. No.	Date	Name Nature of the Document	Original/certified copy/certified extract/photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate
1.	10-03-2007	Registered Deed of Transfer dated March 10, 2007 executed between <b>Shri. Jitendra Jagmohandas Shah &amp; Mrs. Usha Jitendra Shah</b> as the "Transferors" of the one part and <b>Mr. Pravinbhai J. Shah, Mr. Madhukant J. Shah &amp; Mr. Hemendra J. Shah</b> as the "Confirming Parties" of the second part and <b>Shri. Ramesh C. Jain</b> as the "Transferee" of the third Part, duly stamped and document registered under serial No.BDR1-02052-2007 dated March 12, 2007, by Sub-Registrar Andheri - 1 (Bandra).	Original	Original verified by us
2.	09-03-2007	Stamp Duty Receipt dated March 09, 2007 for Rs.1,92,600/- in the name of <b>Shri. Ramesh C. Jain.</b>	Original	Original verified by us
3.	12-03-2007	Registration Receipt No.2068 (document registered under serial No.BDR1-02052-2007) dated March 12, 2007 for	Original	Original verified by us

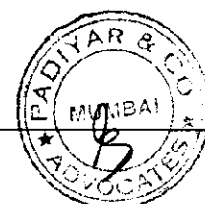


			Rs.30,320/- in the name of <b>Shri. Ramesh C. Jain</b> , by Sub-Registrar Andheri - 1 (Bandra).		
	4.	24-03-1981	Registered Agreement for Sale dated March 24, 1981 executed between <b>Jyotsna Vinayakant Gandhi</b> (Proprietor of M/s. Jeeve Enterprise) as the "Vendor" of the one part and <b>Shri. Jitendra Jagmohandas Shah, Smt. Usha Jitendra Shah &amp; Mr. Jagmohan Virji Shah</b> as the "Purchasers" of the other part duly stamped and document registered under serial No.494-1981 dated March 07, 1981, by Sub-Registrar Bombay (Bandra).	Original	Original verified by us
	5.	07-03-1981	Registration Receipt (Document registered under serial No.494/1981) dated March 7, 1981 for Rs.1,594/- in the name of <b>Shri. Jitendra Jagmohandas Shah</b> , by Sub-Registrar Bombay (Bandra).	Original	Original verified by us
	6.	08-03-1987	Share Certificate No10 dated March 8, 1987 distinctive five share Nos. from 046 to 050 each of Rs.50/- standing in the name of <b>Shri. Jitendra J.</b>	Original	Original verified by us





			Shah as the bonafide member of the V. P. Anand Kanchan Co-operative Housing Society Limited		
	7.	31-01-1981	Occupation Certificate No.CE/7557/BSII/AK dated 31-01-1981 issued by MCGM	Xerox copy	Original not verified by us
	8.	-----	Typical Floor Plan	---//---	---//---
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts alongwith the TIR				To be verified
6.	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?				No. /
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.				No. /
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?				No. /
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?				Mumbai /
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?				No. /
	c) Whether search has been made at all the offices named at (b) above?				Yes /
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?				No. /
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.				Separate sheet is attached herewith



	In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory.(Separate Sheets may be used)	
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Ownership Rights ✓
10.	If Leasehold whether	N/A
	a) lease Deed is duly stamped and registered	
	b) lessee is permitted to mortgage the Leasehold right,	
	c) duration of the Lease/unexpired period of lease,	✓
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.	
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether :	N/A ✓
	a) grant/agreement, etc. provides for alienable rights to the mortgagor with or without conditions,	
	b) the mortgagor is competent to create charge on such property.	
	c) Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available	
12.	If occupancy right, whether;	
	a) Such right is heritable and transferable,	Yes ✓
	b) Mortgage can be created.	Yes ✓
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	N/A ✓
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	N/A ✓
	a) The Gift/Settlement Deed is duly stamped and registered;	
	b) The Gift/Settlement Deed has, been attested by two witnesses;	
	c) The Gift/Settlement Deed transfers the property to Donee;	



	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed' or by a separated writing or by implication or by actions;	
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	
	f) Whether the Donee is in possession of the gifted property;	
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	
15.	<p>a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.</p> <p>b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.</p> <p>c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.</p> <p>d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.</p> <p>e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
16.	Whether the title documents include any testamentary documents /wills?	N/A
	a) In case of wills, whether the will is registered will or unregistered will?	
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	
	c) Whether the property is mutated on the basis of will?	
	d) Whether the original will is available?	
	e) Whether the original death certificate of the testator is available?	
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	



	(Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	
17.	a) Whether the property is subject to any wakf rights?	N/A /
	b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	N/A /
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N/A /
18.	a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	N/A /
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N/A /
19.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	N/A /
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N/A /
	c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N/A /
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter	N/A /
20.	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	N/A /
	b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N/A /
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N/A /
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	N/A /



22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	N/A /
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	N/A /
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	N/A /
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N/A /
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N/A /
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N/A /
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N/A /
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charge with the Company Registrar (ROC), Articles of Association / provision for common seal etc.	NA /
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N/A /
27.	a) Whether any POA is involved in the chain of title?	N/A /
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	N/A /
	c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	N/A /
	d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	N/A /
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses	N/A /



	in respect of POA.	
	i Whether the original POA is verified and the title investigation is done on the basis of original POA? ii Whether the POA is a registered one? iii Whether the POA is a special or general one? iv Whether the POA contains a specific authority for execution of title document in question?	N/A /
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	N/A /
	g) Please comment on the genuineness of POA?	N/A /
	h) The unequivocal opinion on the enforceability and validity of the POA?	N/A /
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.	N/A /
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: a) Promoter's/Land owner's title to the land/building; b) Development Agreement/Power of Attorney; c) Extent of authority of the Developer/builder; d) Independent title verification of the Land and/or building in question; e) Agreement for sale (duly registered); f) Payment of proper stamp duty; g) Requirement of registration of sale agreement, development agreement, POA, etc.; h) Approval of building plan, permission of appropriate/local authority, etc.; i) Conveyance in favour of Society/Condominium concerned;	A residential flat / Clear and Marketable / Agreement dated November 24, 1979 / Develop and Sell and receive remuneration / NA Yes / Yes / NA / Yes, approved / Yet to be done /



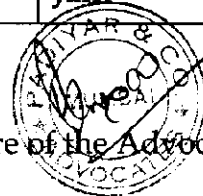
	<p>j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>k) Membership details in the Society etc.;</p> <p>l) Share Certificates;</p> <p>m) No Objection Letter from the Society;</p> <p>n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p>OC verified /</p> <p>Yes /</p> <p>Verified /</p> <p><u>NOC from the Society is required</u></p> <p>Yes /</p> <p>Yes, in society records /</p> <p>NA /</p> <p>Yes /</p>
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	None /
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	30 Years /
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	NA
33.	<p>a) Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.</p>	N/A /
34.	Details of RTC extracts/mutation extracts/ Katha Pertaining to the property in question.	NA /
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	NA /
36.	<p>a) Whether the property offered as security is clearly demarcated?</p> <p>b) Whether the demarcation/ partition of the property is legally valid?</p> <p>c) Whether the property has clear access as per documents?</p>	N/A /



37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes /
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	NA /
39.	<sup>1</sup> If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	No /
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	Nil /
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes /
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N/A /
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes /
44.	Additional aspects relevant for investigation of title as per local laws.	N/A /
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security	Equitable Mortgage recommended /
46.	The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	Shri. Ramesh C. Jain /

Place: Mumbai

Signature of the Advocate





**Annexure - C: Certificate of title**

1. I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Equitable Mortgage** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:
2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ ,encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1984 to 2013 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **SHRI. RAMESH C. JAIN**
7. I certify that, **SHRI. RAMESH C. JAIN** has an absolute, clear and marketable title over the schedule property/(ies)



8. I further certify that, the above title deeds are genuine and a valid mortgage can be created and the said mortgage would be enforceable.

9. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

1.	Original Registered Deed of Transfer dated March 10, 2007 executed between <b>Shri. Jitendra Jagmohandas Shah &amp; Mrs. Usha Jitendra Shah</b> as the "Transferors" of the one part and <b>Mr. Pravinbhai J. Shah, Mr. Madhukant J. Shah &amp; Mr. Hemendra J. Shah</b> as the "Confirming Parties" of the second part and <b>Shri. Ramesh C. Jain</b> as the "Transferee" of the third Part, duly stamped and document registered under serial No.BDR1-02052-2007 dated March 12, 2007, by Sub-Registrar Andheri - 1 (Bandra).
2.	Original Stamp Duty Receipt dated March 09, 2007 for Rs.1,92,600/- in the name of <b>Shri. Ramesh C. Jain</b> .
3.	Original Registration Receipt No.2068 (document registered under serial No.BDR1-02052-2007) dated March 12, 2007 for Rs.30,320/- in the name of <b>Shri. Ramesh C. Jain</b> , by Sub-Registrar Andheri - 1 (Bandra).
4.	Original Registered Agreement for Sale dated March 24, 1981 executed between <b>Jyotsna Vinayakant Gandhi</b> (Proprietor of M/s. Jeeve Enterprise) as the "Vendor" of the one part and <b>Shri. Jitendra Jagmohandas Shah, Smt. Usha Jitendra Shah &amp; Mr. Jagmohan Virji Shah</b> as the "Purchasers" of the other part duly stamped and document registered under serial No.494-1981 dated March 07, 1981, by Sub-Registrar Bombay (Bandra).
5.	Original Registration Receipt (Document registered under serial No.494/1981) dated March 7, 1981 for Rs.1,594/- in the name of <b>Shri. Jitendra Jagmohandas Shah</b> , by Sub-Registrar Bombay (Bandra).
6.	Original Share Certificate No10 dated March 8, 1987 distinctive five share Nos. from 046 to 050 each of Rs.50/- standing in the name of <b>Shri. Jitendra J. Shah</b> as the bonafide member of the V. P. Anand Kanchan Co-operative Housing Society Limited
7.	Copy of Occupation Certificate No.CE/7557/BSII/AK dated 31-01-1981 issued by MCGM



8.	Latest Society Maintenance Receipt
9.	No objection Certificate from the Society to mortgage the flat in favour of the Bank with an undertaking to mark the lien/charge of the bank in their registers as per Bank's Format

10. There are no legal impediments for creation of the Mortgage on production of original of title deeds the copies of which I have examined under any applicable Law/ Rules in force.

#### **SCHEDULE OF THE PROPERTY (IES)**

A residential flat admeasuring about 630 sq. fts., Carpet Area, bearing Flat No.302, on the 3<sup>rd</sup> Floor, in the building known as "Anand Knachan", in the society known as "V. P. Anand Kanchan Co-operative Housing Society Limited", constructed on all that piece or parcel of land admeasuring about 1152 sq. yards i.e. equivalent to 1070.25 sq. mtrs., bearing Original Plot No.115 and Final Plot No.241 of Vile Parle Town Planning Scheme No.II and bearing Bombay Municipality 'K' Ward Nos.763(1), (2), (2A) and bearing City Survey No.1259, 1259/1 to 7, lying, being and situate at Sir Phirozshah Mehta Road, Vile Parle (East), Mumbai - 400 057, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:- On or towards the East by CTS No.1252 of the scheme; On or towards the West by Sir Phirozshah Mehta Road; On or towards the North by CTS No.1260 of the scheme & On or towards the South by CTS No.1253 & 1258 of the scheme.

**Note:-** 1) Please reconfirm that the lien of the Bank is marked in the records of the society, subsequent to disbursement of the loan.

- 2) Un-Registered Equitable mortgage does not reflect in the Property Records.
- 3) Enquiry with builders or societies and obtaining the NOC from them shall be carried out independently by the bank officials.
- 4) Compulsory Registration of Equitable Mortgage effective from 01/04/2013, by way of intimation by the mortgagor in the concerned sub-registrar office.

Place: Mumbai

Date: 25-09-2013



**ANNEXURE - 1:**  
**FLOW OF TITLE**

1. It is observed from the documents submitted before us that, one **Mr. Subodhchandra Chimanlal Parikh & Mrs. Aruna Subodhchandra Parikh** were well seized and possessed of all that piece or parcel of land admeasuring about 1152 sq. yards i.e. equivalent to 1070.25 sq. mtrs., bearing Original Plot No.115 and Final Plot No.241 of Vile Parle Town Planning Scheme No.II and bearing Bombay Municipality 'K' Ward Nos.763(1), (2), (2A) and bearing City Survey No.1259, 1259/1 to 7, lying, being and situate at Sir Phirozshah Mehta Road, Vile Parle (East), Mumbai - 400 057, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.
2. Further it is observed that, by Agreement dated November 24, 1979 the said **Mr. Subodhchandra Chimanlal Parikh & Mrs. Aruna Subodhchandra Parikh** have sold the said property to one **M/s. Kamala Builders** upon the proper consideration
3. Further it is observed that, the said **M/s. Kamala Builders** had obtained necessary approvals & permission from the competent authority to construct residential building/s known as "**Anand Kanchan**" on the aforesaid property with a view to sell the flats and premises to prospective purchasers on ownership basis.
4. It is further observed that, by Agreement dated January 29, 1981 the said **M/s. Kamala Builders** sold the captioned flat to the **Jyotsna Vinayakant Gandhi (Proprietor of M/s. Jeeve Enterprise)** upon the proper consideration.
5. Further it is observed that, by Registered Agreement for Sale dated March 24, 1981 executed between Jyotsna Vinayakant Gandhi (Proprietor of M/s. Jeeve Enterprise) as the "Vendor" of the one part and Shri. Jitendra Jagmohandas Shah, Smt. Usha Jitendra Shah & Mr. Jagmohan Virji Shah as the "Purchasers" of the other part duly stamped and document registered under serial No.494-1981 dated March 07, 1981, by Sub-Registrar Bombay (Bandra), the said vendor sold and transferred her right, title and interest in respect of the said flat to the purchaser upon the proper consideration.
6. It is observed that, the said building formed Co-operative Housing Society Limited in the name and style of "**V. P. Anand Kanchan Co-operative**"



**Housing Society Limited** a society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 vide Registration No.KE/6995 of 1982. Further the said society has issued a Share Certificate No10 dated March 8, 1987 distinctive five share Nos. from 046 to 050 each of Rs.50/- standing in the name of **Shri. Jitendra J. Shah** as the bonafide member of the V. P. Anand Kanchan Co-operative Housing Society Limited in respect of Flat No.302.

7. It is further observed that, the said Mr. Jagmohan Virji Shah died leaving behind him Mr. Pravinbhai J. Shah, Mr. Madhukant J. Shah & Mr. Hemendra J. Shah as his legal heirs and representatives.
8. Finally it is observed that, by Registered Deed of Transfer dated March 10, 2007 executed between **Shri. Jitendra Jagmohandas Shah & Mrs. Usha Jitendra Shah** as the "Transferors" of the one part and **Mr. Pravinbhai J. Shah, Mr. Madhukant J. Shah & Mr. Hemendra J. Shah** as the "Confirming Parties" of the second part and **Shri. Ramesh C. Jain** as the "Transferee" of the third Part, duly stamped and document registered under serial No.BDR1-02052-2007 dated March 12, 2007, by Sub-Registrar Andheri - 1 (Bandra), the said transferors sold and transferred their right, title and interest in respect of the said flat to the transferees upon the total consideration of Rs.42,00,000/- and confirming parties have confirmed the same.
9. We are of the opinion that, **SHRI. RAMESH C. JAIN** have quiet, vacant, peaceful possession of the captioned flat and have clear, valid, marketable title free from all encumbrances to the said flat





पावती

Original/Duplicate

Tuesday, April 01, 2014

नोंदणी क्र.: 39म

11:00 AM

Regn.: 39M

पावती क्र.: 196 दिनांक: 01/04/2014

गावाचे नाव: Vileparle

फाइलिंगचा अनुक्रमांक: BDR9-181-2014

दस्तऐवजाचा प्रकार : Notice of Intimation of Mortgage by way of Deposit of title Deed

सादर करणाऱ्याचे नाव: RAMESH CHHOUTHMAL JAIN

Document Handling रु. 300.00

Filing Fee रु. 1000.00

एकूण: रु. 1300.00

सादरकर्ता STATE BANK OF INDIA यांनी यांचेकडून दि. 15/03/2014 रोजी घेतलेल्या रु. 700000000/- कर्जासंबंधीची नोटीस ऑफ इंटिमेशन फायलिंग साठी मिळाली.

Filing Fee GRN is MH002026582201314E Defaced vide 0000000565201415 Dated. 01/04/2014 .

Joint S.R. Andheri 3

सह. मुख्य निबंधक अंधेरी-३,  
मुंबई उपनगर जिल्हा.

**Sandeep M. Kini**  
B/103, Giriraj Tower,  
Gokul Dham Complex, Vartak Road,  
Virar (West) - 401 303

**SEARCH REPORT**

Date: September 25, 2013

To,  
M/s. Padiyar & Co.  
Advocate High Court  
Fort, Mumbai-400 001.

Sub: Investigation of the Title in respect of A residential flat admeasuring about **630 sq. fts., Carpet Area**, bearing **Flat No.302**, on the 3<sup>rd</sup> Floor, in the building known as "**Anand Knachan**", in the society known as "**V. P. Anand Kanchan Co-operative Housing Society Limited**", constructed on all that piece or parcel of land admeasuring about 1152 sq. yards i.e. equivalent to 1070.25 sq. mtrs., bearing Original Plot No.115 and Final Plot No.241 of Vile Parle Town Planning Scheme No.II and bearing Bombay Municipality 'K' Ward Nos.763(1), (2), (2A) and bearing City Survey No.1259, 1259/1 to 7, lying, being and situate at Sir Phirozshah Mehta Road, Vile Parle (East), Mumbai - 400 057, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:- On or towards the East by CTS No.1252 of the scheme; On or towards the West by Sir Phirozshah Mehta Road; On or towards the North by CTS No.1260 of the scheme & On or towards the South by CTS No.1253 & 1258 of the scheme

**A/C - MR. RAMESH C. JAIN**

State Bank of India, Goregaon (West) Branch, Mumbai - LSR No.212/13.

Dear Sir,

As per your instruction, I have taken search of the above-mentioned property in the Sub - Registrar office at Mumbai from the year of 1984 to 2013.


**SUB - REGISTRAR OFFICE AT MUMBAI FOR 30 YEARS.**

YEAR	LIEN / CHARGE
1984	Nil
1985	Nil
1986	Nil

1987	Nil
1988	Nil
1989	Nil
1990	Nil
1991	Nil
1992	Nil
1993	Nil
1994	Nil
1995	Nil
1996	Nil
1997	Nil
1998	Nil
1999	Nil
2000	Nil
2001	Nil
2002	Nil
2003	Nil
2004	Nil
2005	Nil
2006	Nil
2007	Registered Deed of Transfer dated March 10, 2007 executed between <b>Shri. Jitendra Jagmohandas Shah &amp; Mrs. Usha Jitendra Shah</b> as the "Transferors" of the one part and <b>Mr. Pravinbhai J. Shah, Mr. Madhukant J. Shah &amp; Mr. Hemendra J. Shah</b> as the "Confirming Parties" of the second part and <b>Shri. Ramesh C. Jain</b> as the "Transferee" of the third Part, duly stamped and document registered under serial No.BDR1-02052-2007 dated March 12, 2007, by Sub-Registrar Andheri - 1 (Bandra).
2008	Nil
2009	Nil
2010	Nil
2011	Nil
2012	Nil
2013	Nil

The Government Fee is paid vide receipt No.\_\_\_\_\_/13 dated \_\_\_\_/09/2013.

Truly yours

  
Sandeep A. Kini



F. 302



Monday, March 12, 2007

11:45:29 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 2068

गावाचे नाव विलेपार्ले

दिनांक 12/03/2007

दस्तऐवजाचा अनुक्रमांक वदर1 - 02052 - 2007

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: रमेश सी. जैन - -

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (16) :- 320.00

एकूण रु. 30320.00

आपणास हा दस्त अंदाजे 12:00PM ह्या वेळेस मिळेल

मह. दुग्धमंडळ विकास बोर्डाचे-१  
मुंबई उपनगर जिल्हा.

बाजार मूल्य: 3781393 रु. मोबदला: 4200000 रु.

भरलेले मुद्रांक शुल्क: 192600 रु.

देयकाचा प्रकार : डीडी/धनाकर्षद्वारे;

बँकेचे नाव व पत्ता: कॉर्पोरेशन बँक, मुं 57;

डीडी/धनाकर्ष क्रमांक: 252966; रक्कम: 30000 रु.; दिनांक: 09/03/2007

**THE COSMOS CO-OPERATIVE BANK LTD., PUNE**  
**FRANKING DEPOSIT SLIP**

**Customer Copy**

Branch : V. Parle (E) Date : 09-03-2007  
349084  
 Pay to : The Cosmos Co-operative Bank Ltd.

Franking Value	Rs.	1,93,300/-
Service Charges	Rs.	80/-
Total	Rs.	1,93,380/-

Name & Address of Stamp duty paying party  
Ramesh C. Jain Shanti Vimal h. Han  
for V. Parle (E) Mumbai

Tel.No. / Mobile No.: 26172858  
 Purpose of Transaction Deed of ready  
 in cash for Franking Documents Deed of  
Transfer  
Rs. 1,93,300/-

581182

186165

Tran ID

581183

80188

Franking St.

For The Cosmos Co-op. Bank Ltd., Pune

Service Tax Reg. No.  
 BFN/188/STC/III/04

Authorized Signatory

दर-१  
20479  
२००७

**DEED OF TRANSFER**

Deed Of Transfer made at Mumbai this 10<sup>th</sup> day of March, in the year Two  
 Thousand And Seven:

Between

Shri. JITENDRA JAGMOHANDAS SHAH & Mrs. USHA JITENDRA  
 SHAH, Adults, Indian Inhabitants, residing at Flat No. 302, Third  
 "Anand Kanchan Co-operative Housing Society Ltd., situate at Original  
 No.115 and Final Plot No. 10 of Vile Parle Town Planning Scheme No.11,  
 Phirozshah Mehta Road, Vile Parle ( east ) Mumbai 400 064, hereinafter  
 referred to and called as "The Transferors" (which expression shall unless it  
 repugnant to the context or meaning thereof mean and include their heirs  
 executors and administrators) of the FIRST PART;

Authorized Signatory

For The Cosmos Co-op. Bank Ltd.

kg. One Hundred and Two Thousand Six Hundred and  
 The Cosmos Co-operative  
 Bank Ltd. Vile Parle Branch,  
 Mumbai  
 D-5/STP/CR.1004/06/200  
 4/1762-64/04

81182  
 186165

Stamp  
 MAR 09 2007

REO 192600/-PB5114  
 12:34

INDIA  
 STAMP DUTY  
 MAHARASHTRA

Rm

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J. Kh  
son

AND

MR. PRAVIN BHAI J. SHAH, MR. MADHUKANT J. SHAH AND MR. HEMENDRA J. SHAH, adults, Indian Inhabitants, residing at 101, Shreenath Niwas, Podar Street, Santacruz (west), Mumbai 400 054, C/18, Neel Gagan, 7<sup>th</sup> Road, T.P.S-3, Santacruz (east), Mumbai-400 055 and 202, Kiran Bldg, 5<sup>th</sup> Road, TPS-3, Santacruz (east) Mumbai-400 055 respectively, hereinafter referred to as "the CONFIRMING PARTIES" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the **Second Part**

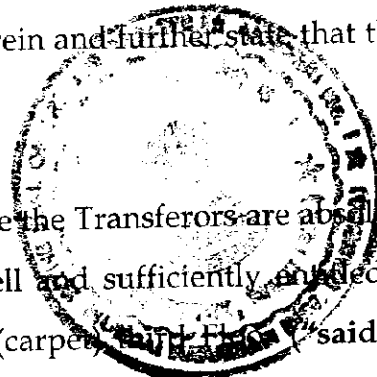
SHRI. RAMESH C. JAIN, Adult, Indian Inhabitant, residing at Ground Floor, Shanti Vimal, Pheroazshah Mehta Road, Vile Parle (East), Mumbai - 400 057 hereinafter referred to as "Transferee" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators) of the Third part;

**WHEREAS:**

(A) The Transferors along with Mr. Jagmohandas Virji Shah (deceased) purchased the flat No. 302, admeasuring 630 sq.ft., (carpet) third Floor ("said flat") "Anand Kanchan Co-operative Housing Society Ltd., ("said Society") Phirozshah Mehta Road, Vile Parle ( east) , Mumbai 400 064 along with five fully paid up shares of Rs. 50/- (Rupees Fifty Only) each and bearing Nos. 046 to 050(both inclusive) having Share Certificate No. 10 ("Said Shares") (the said flat and the said shares are collectively referred to as the " said Premises") from Mrs. Jyotsna Vinaykant Gandhi ( as proprietor of M/s. Jeeve Enterprise ) ;

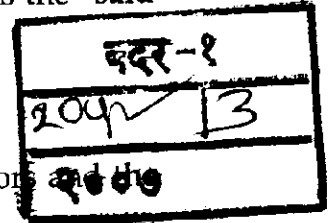
(B) The deceased is survived by Confirming Parties and the confirming parties have no objection if the said flat and the said shares is transferred in favour of the Transferee herein and further state that they no claim on the said flat or the said shares;

(C) In the premises narrated above the Transferors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the flat No. 302, admeasuring 630 sq.ft., (carpet) third Floor ("said flat") "Anand Kanchan Co-operative Housing Society Ltd., ("said Society") Phirozshah Mehta Road, Vile Parle ( east) , Mumbai 400 064 along with five fully paid up shares of Rs. 50/- (Rupees Fifty Only) each and bearing Nos. 046



*[Handwritten signatures and initials]*

to 050(both inclusive) having Share Certificate No. 10 ("Said Shares")  
(the said flat and the said shares are collectively referred to as the "said  
Premises");

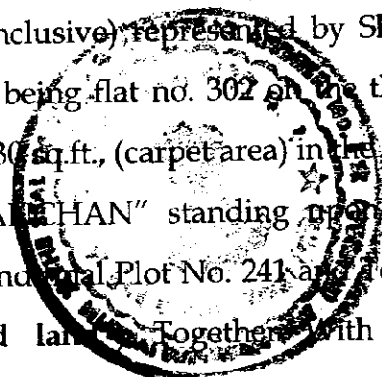


(D) Pursuant to negotiations held recently between the Transferors and the Transferee, the Transferors have agreed to sell and transfer, free from all encumbrances, to the Transferee, and the Transferee has agreed to purchase and acquire from the Transferors, the said Shares and the said Flat at or for the agreed lumpsum purchase price and consideration of Rs. 42,00,000/- ( Rupees Forty Two Lacs Only) subject to the provisions of Income Tax Act, 1961;

(E) The Transferors, the Transferee are desirous of recording the sale and transfer as follows;

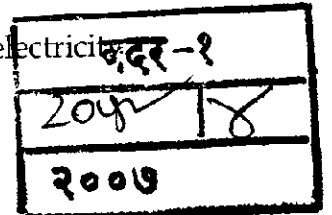
**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED,  
DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES  
HERETO AS FOLLOWS:**

1. (a) The Transferors doth in consideration of the sum of Rs. 42,00,000/- ( Rupees Forty Two Lacs Only) being the entire lumpsum purchase price and consideration agreed to be paid to the Transferors by the Transferee (the payment and receipt whereof the Transferors doth hereby admits and acknowledges and of and from the same and every part thereof doth hereby releases, acquits and discharges the Transferee forever) hereby sells, assigns and transfers unto the Transferee, free from all encumbrances whatsoever, and the Transferee doth hereby purchases and acquires from the Transferors, the Transferors said five (5) fully paid-up Shares of the Anand Kanchan Co-operative Housing Society Limited, each having a face value of Rs.50/- (Rupees Fifty Only) bearing Distinctive no's 046 to 050 (both inclusive) represented by Share Certificate no.10 and the said Flat, being flat no. 302 on the third floor admeasuring approximately 630 sq.ft., (carpet area) in the said Building known as "ANAND KANCHAN" standing on the land bearing original Plot No.115 and original Plot No. 241 and Town Planning Scheme No. 11 ("said land") Together with the Transferors membership of the Society, all the interest, benefits, advantages, and privileges of and incidental to the Transferors membership of the Society And Together With the benefit of all

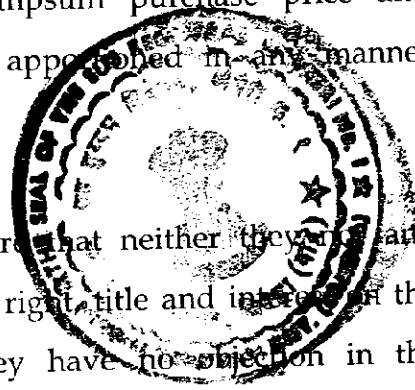


*Ryan*  
*JD*  
*John*  
*Shan*  
*8*

deposits lying to the Transferors credit in the books of the Society including the Transferors share of contributions to the Society's Sinking Fund and the benefit of deposits lying with Reliance Energy in respect of the electricity meter(s) installed for electricity supply to the said Premises;



- (b) In pursuance of the aforesaid sale, transfer and assignment by the Transferors to the Transferee, the Transferors have ceased to have any right, title and interest in the said Shares and the said flat the same having vested absolutely and exclusively in the Transferee, free from all encumbrances whereby the Transferee alone is absolutely and exclusively entitled to be admitted as a member of the Society and have the said Shares and the said flat duly transferred to its name;
- (c) The said flat is more particularly described in the First Schedule hereunder written;
2. It is clarified that the said lumpsum purchase price and consideration of Rs. 42,00,000/- ( Rupees Forty Two Lacs Only) paid in full, as aforesaid, by the Transferee to the Transferors, is the entire lump sum purchase price and consideration for the sale and transfer of the said Shares and the said Flat, together with the Transferors membership of the Society, and all the interest, benefits, advantages and privileges of and incidental to the Transferors membership of the Society, and also the benefit of all deposits lying to the Transferors credit in the books of the Society, including the Transferors share of contributions to the Society's Sinking Fund and the benefit of deposits lying with Reliance Energy in respect of the electricity meter(s) installed for electricity supply to the said Premises and accordingly the said lumpsum purchase price and consideration cannot and shall not be apportioned in any manner howsoever between the above.
3. The Confirming Parties state and declare that neither they nor any person claiming through them have any right, title and interest in the said flat and the said shares and they have no objection in the Transferors transferring the said premises to the transferee.



*Signature*  
*Signature*  
*Signature*  
*Signature*

4. The Transferors confirms having delivered to the Transferees on the execution hereof:

(a) The original Share Certificate no. 10 issued by the Society in respect of the said Shares and the said flat;

(b) The original no objection/consent letter issued by the Society to the Transferors;

(c) The latest original Society bill for maintenance charges/ outgoings payable in respect of the said Shares and the said Flat, with the Society's endorsement of receipt of payment thereon;

(d) The latest original electricity bills in respect of the electricity supply to the said Flat (duly paid);

(e) A Declaration-cum-Indemnity executed by the Transferors;

(f) A Power Of Attorney executed by the Transferors in favour of the Transferee or its nominees;

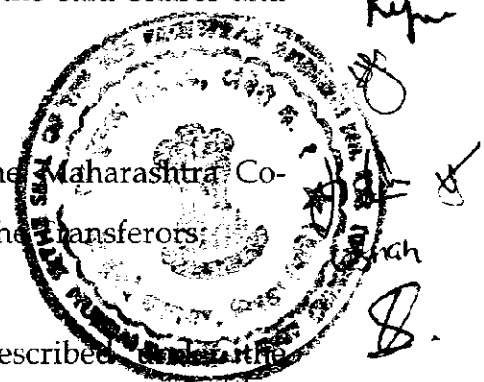
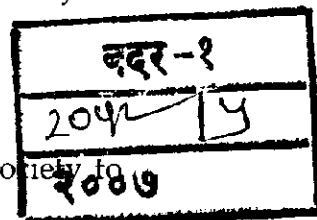
(g) A letter of possession in respect of the said Flat addressed by the Transferors to the Transferee;

(h) A letter addressed by the Transferors to Reliance Energy for transfer of the electric meter(s) installed in respect of the said Flat to the name of the Transferee;

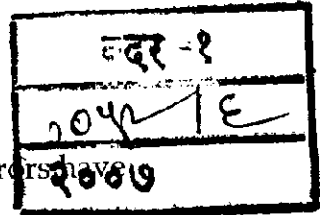
(i) A letter addressed by the Transferors to the Society, intimating to it the completion of the sale and transfer of the said Shares and the said Flat to the Transferee;

(j) Society Transfer Forms prescribed under the Maharashtra Co-operative Societies Act, 1960, duly signed by the Transferors;

(k) A (duly notarised) Society Declaration prescribed under the Maharashtra Co-operative Societies Act, 1960 executed by the Transferors; and,



- (l) Various other writings pertaining in respect of sale and transfer herein of the said Shares and the said Flat;



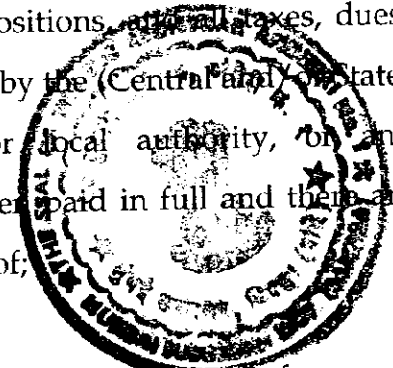
4. Simultaneously with the execution of these presents the Transferors have delivered to the Transferee the quiet, vacant and peaceful possession of the said Flat together with all the fixtures and fittings therein. The Transferors hereby agree and confirm that the Transferee shall be entitled to hold, possess, use, occupy and enjoy the said Flat and every part thereof without any lawful suit, interruption, claim or demand whatsoever from or by the Transferors any person or persons claiming or from, through, under or in trust for the Transferors.

5. The Transferors hereby warrants, represents and declares to the Transferee as follows:

(a) The Transferors have not sold or transferred or agreed to sell or transfer the said Shares and the said Flat to any other persons/parties and/or collected or received any amounts/consideration in respect thereof;

(b) The Transferors have been, till date, in exclusive possession, use, occupation and enjoyment of the said Flat, and have not created any lease, tenancy, licence, mortgage, charge, lien, encumbrances, or third party rights of any nature whatsoever, in respect of the said Shares and the said Flat, and the said Shares and the said Flat is free from all encumbrances, charges, claims, liens and/or demands whatsoever;

(c) There is no prohibitory order, or order of attachment of Income Tax or other authority in respect of the said Shares and the said Flat, in respect of any taxes or impositions, ~~and all taxes~~, dues, duties, levies, impositions etc. levied by the (Central and/or State) Government, any public body or local authority, or any department of Government have been paid in full and there are no outstanding dues in respect thereof;

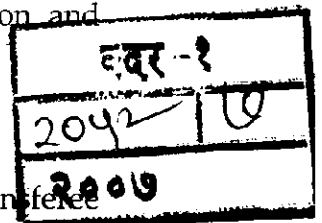


(d) The Shares and the said Flat are not the subject matter of any suit, action, claim, demand, litigation or attachment either before or after judgment, and there is no dispute of any kind between the

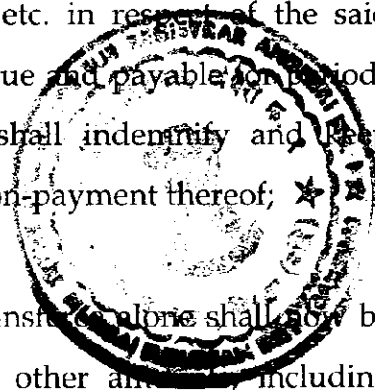
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Transferors and the Society or any of the other owners/occupants in the Society's Building, with regard to the Transferors membership of the Society and/or its exclusive possession, use, occupation and enjoyment of the said Flat;

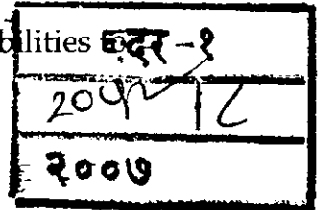


- (e) By virtue of the sale and transfer recorded herein, the Transferee has acquired a clear and marketable title, free from all encumbrances, claims and demands, in and to the said Shares and the said Flat;
6. The Transferors hereby agree and undertake that they shall, at any time hereafter as and when called upon by the Transferee sign and execute all such further and other deeds, documents, instruments, writings and assurances as may hereafter be required by the Transferees for the purpose of transferring to and vesting in the Transferee the said Shares and the said Flat.
7. (a) The Transferors declares having paid all rates, taxes, assessments, Society maintenance charges and outgoings, and all capital contributions demanded by the Society and all other charges and amounts due or payable by the Transferors in respect of the said Shares and the said Flat for all periods upto the date hereof and shall indemnify and keep indemnified the Transferee against non-payment thereof. If need be the said amounts shall be brought into account and apportioned in respect of the period upto the date hereof;
- (b) The Transferee shall pay and discharge all liabilities, taxes, Society outgoings and maintenance charges etc. in respect of the said Shares and the said Flat chargeable, due and payable on periods on and after the date hereof and shall indemnify and keep indemnified the Transferors against non-payment thereof;
8. The Transferors hereby confirm that the Transferee shall now be entitled to the benefit of all deposits and other amounts, including contributions made to the Sinking Fund, standing in the name of the Transferors to the credit of the said Flat, in the books of the said Society all of which now stand transferred to the Transferee.



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*S*  
*Jell*  
*Chian*  
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9. The transfer fees, donations and other charges and contributions, by whatever name called, payable to the said Society for the transfer of the said Shares and the said Flat to the Transferee shall be borne and paid by the Transferors and the Transferee in equal moieties. In the event the Society requires that such amounts are to be paid by either the Transferors or the Transferee alone (and not by both), then the non-paying party shall reimburse their one-half (½) share of such liabilities the party who is required to make payment of the same.



10. The Transferors and the Transferee shall, as soon as possible after the execution hereof, lodge the original (duly stamped) copy of these presents for registration with the Office the Sub-Registrar of Assurances at Mumbai and respectively admit execution hereof in accordance with the Indian Registration Act, 1908. The original registered copy of these presents shall be retained by, and be the property of, the Transferee and the duplicate copies hereof shall be retained by, and be the property of the Transferors respectively.
11. The Transferee shall bear and pay the stamp duty prescribed under the Bombay Stamp Act, 1958 and the registration charges prescribed under the Indian Registration Act, 1908 upon the original copy these presents. The Transferors on the one hand and the Transferee on the other hand shall bear and pay their own separate Advocates and Solicitors costs, charges and expenses.

12. As required by the Income-tax (Sixteenth Amendment) Rules, 1998:

- (a) The Transferors states as under:

We are assessed to Income Tax and the Permanent Account Number allotted to us is BJXPS4309F;

- (b) The Transferee states as under:

I am assessed to Income Tax and the Permanent Account Number allotted to me is AABPJ0921C;



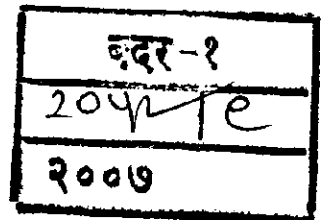
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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals to these presents (in triplicate) the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Description of the Said Property)

All that the Flat being Flat No.302 on the third floor, admeasuring 630 sq.ft (carpet), of the property known as "Anand Knachan" on the plot of land bearing C.T.S No.1259, 1259/1 to 7, situate at Sir Phirozshah Mehta Road, Vile Parle ( East ) , Mumbai 400 064 and bearing Original Plot No. 115 and Final Plot No. 241 of Vile Parle Town Planning Scheme No. 11.



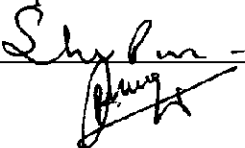
**SIGNED and DELIVERED**

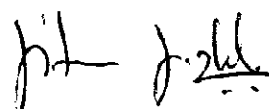
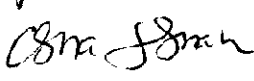
by the withinnamed Transferors

**Shri. JITENDRA JAGMOHANDAS SHAH**

**Mrs. USHA JITENDRA SHAH and**

in the presence of ...

  
\_\_\_\_\_

)  
)  
)   
)   
)  
)

**SIGNED AND DELIVERED**

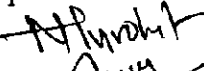
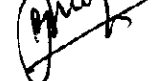
by the withinnamed CONFIRMING PARTIES

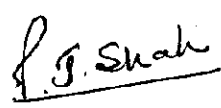
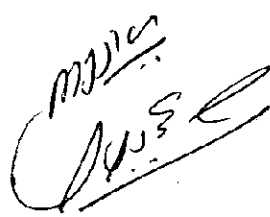
**MR. PRAVIN BHAI J. SHAH,**

**MR. MADHUKANT J. SHAH AND**

**MR. HEMENDRA J. SHAH**

in presence of

1.   
2. 

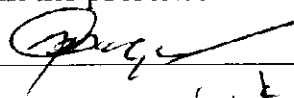
)  
)   
)  
)   
)  
)  
)

**SIGNED and DELIVERED**

by the withinnamed Transferee

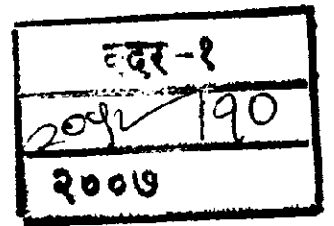
**SHRI. RAMESH C. JAIN**

in the presence of ...

  
\_\_\_\_\_

)  
)   
)  
)  
)  
)  
)  
)

**RECEIPT**



Received on or before the date hereof of and from the withinnamed Transferee Shri. Ramesh Jain, the sum Rs. 42,00,000/- ( Rupees Forty Two Lacs Only) being the entire purchase price and consideration agreed to be paid by the Transferees within mentioned from which an amount of Rs. 9,42,480 /- ( Rupees Nine Lacs Forty Two Thousand Four Hundred & Eighty Only ) has been deducted as TDS to be paid to the Income Tax Authorities on behalf of the Sellers vide cheque dated 10/03/2007 , bearing No. 216529 drawn on Corporation Bank, Vile Parle (east) Branch and balance amount of Rs.32,57,520/- ( Rupees Thirty Two Lacs Fifty Seven Thousand Five Hundred and Twenty Only) to the Transferors vide pay order/cheque dated 10/03/2007 , bearing No. 252976 drawn on Corporation Bank, Vile Parle (east) Branch.

We Say Received:



*Jitendra J. M.*

Shri. JITENDRA JAGMOHANDAS SHAH

Usha Jitendra Shah

Mrs. USHA JITENDRA SHAH

(Transferors)

Witnessed by me:

1. *[Signature]*  
2. *[Signature]*



GPN.E.98-MYPR.5-74-50-000-P44 (2)

(C.T.S. 22 e)

દર-૧
2042/99
૨૦૦૭

EXTRACT FROM THE PROPERTY REGISTER CARD

City Survey નંબર ૧૨૫૨ Taluka અંકે District ૨૦૦૭

City Survey Number	Area	Tenure	Particulars of assessment of rent paid to Government and when due for revision.
1252	૧૦૦ - ૮	C	૧૧૩-૩૫૨ સે ૩૧-૩-૮૩ ૫ થી ૧૦૦ - ૮ જે સુધી ૧૧૩-૫૦

Easements --

Holder in 19  
Origin of the title (so far as traced)

Lessee --

Other encumbrances --

Other Remarks --

Date	Transaction	Vol. No.	Holder (H), Lessee (L) or Encumbrances (E)	Attention
૨૮-૧૨-૭૮	અવેદીને નક્કર કરવા	CH	અંકેશી, ૧૧ મુખેશચંદ્ર, ચિમળા ભાઈ	
	આદેશ		પાસીર	
	૧૨૫૨ / ૨૦ કીમતી - અરુણ મુખેશચંદ્ર		પાસીર	
	૨૮-૧૨-૭૮			

અવેદીને નક્કર કરવા  
અવેદીને નક્કર કરવા



TRUE COPY

U. Radhika  
City Survey Officer No. 12  
B. S. D., Bombay

वृहन्महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

कार्यकारी अभियंता इमारती प्रस्ताव  
(शहरातील) इमारती बांधणी प्रस्ताव

No. CE/7557 /BSII/AK

31 JAN 1981

म.र. क. ११३

दर-१	
2042	192
२००७	

To

Shri B. G. Bhatt, Architect,

Sub: Occupation for building on plot No. 241, P.M. Road,  
Vileparle(E).

Sir,

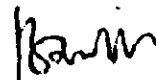
Ref:- Your letter No. 1269/81 of 16-1-81.

With reference to the above, I have to inform you that there is no objection to your client occupying the premises as shown by you in the completion plans submitted by you after obtaining water connection and subject to the following conditions which should be complied with within THREE months from the date hereof.

1. That the certificate under Section 270A of the Bombay Municipal Corporation Act for adequate water supply should be obtained from Hydraulic Engineer.

Please also note that if any of the users mentioned in the approved plans are found changed without prior permission from the Municipal Corporation, this occupation certificate granted to your client will be treated as cancelled and steps will be taken to cut off the water connection granted to your client.

Yours faithfully,



Assistant Engineer, Bldg. -  
Proposals (Western Suburbs) K-11

2/11

J. 120 2 H. 00

Taradon R. Jan



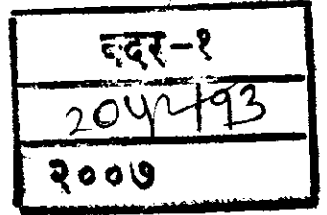


architects  
consulting engineers  
valuers  
interior designers

1 • neelanjani • prarhana samaj road  
vile parle (east) • mumbai-400 057  
tel.: 2612 9909 / 2619 1321 • fax 2613 0486  
e mail : avvora@vsnl.net

Ref.No.VLP/158/2005.

Date -- 12/03/2005.



**TO WHOMSOEVER IT MAY CONCERN**

Re- Proposed building on plot bearing C.T.s.No.1259,1259/1 to 7 of Village  
Vile-Parle ( East), at P.M.road. Vile\_Parle ( East), Mumbai.

This is to put on record that rear portion of above said building consisting  
of Ground + 3 upper floors constructed has been without lift in about 1980  
& the occupation certificate for the same has been received on 31  
Jan.1981.

Thanking you,

Yours Faithfully,

*A.N. Bhalerao*


(A.N.BHALERAO)

For A.V.Vora Associates Pvt.Ltd.



दर-१  
२०४/१८  
२००७

229 AUG-2000	229 AUG-2000	229 AUG-2000	229 AUG-2000
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THE SEAL OF THE REGISTRAR GENERAL, GOVERNMENT OF INDIA

भारत सरकार, न्याय विभाग, दिल्ली

6-762 11 14, PATROUSKIN P ROAD BUNGLOW GR N NO. 6-7 62 150  
SIBODIANDRA CHINANTAL PARTIM SPT JENNA SYDDHIC  
SANDRA PARIKH

[illegible][illegible][illegible][illegible]

ल. शि. कवय



12/03/2007

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

वदर1

दस्त क्र 2052/2007

11:47:33 am

अंधेरी 1 (बांद्रा)

दस्त क्रमांक : 2052/2007

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

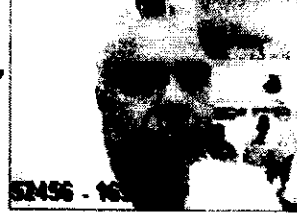
1 नाव: रमेश सी. जैन - -  
पत्ता: घर/फ्लॅट नं: तळ मजला  
गल्ली/रस्ता: फिरोजशाह मेहता रोड  
ईमारतीचे नाव: शांती विमल  
ईमारत नं: -  
पेठ/वसाहत: -  
शहर/गाव: विलेपार्ले (पु)  
तालुका: -  
पिन: 57  
पॅन नं:

लिहून देणार

वय 54

सही

Ryann



2 नाव: जितेंद्र जगमोहनदास शाह - -  
पत्ता: घर/फ्लॅट नं: 302, 3रा मजला, प्लॉट क्र. 241,  
आनंद कांचन को ऑप ही सोसा लि., पी एम रोड,  
विलेपार्ले (पु) मुं 57  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -

लिहून देणार

वय 65

सही

Jitendra J. Shah



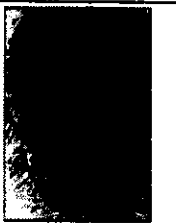
3 नाव: ऊषा जितेंद्र शाह - -  
पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेठ/वसाहत: -  
शहर/गाव: -  
तालुका: -  
पिन: -  
पॅन नं: -

लिहून देणार

वय 62

सही

Usha J. Shah



4 नाव: प्रविणभाई जे. शाह - -  
पत्ता: घर/फ्लॅट नं: 101  
गल्ली/रस्ता: पोद्दार स्ट्रिट  
ईमारतीचे नाव: श्रीनाथ निवास  
ईमारत नं: -  
पेठ/वसाहत: -  
शहर/गाव: सांताक्रूझ (पु)  
तालुका: -  
पिन: 54  
पॅन नं: AJLPS 4

मान्यता देणार

वय 73

सही

P. B. Shah



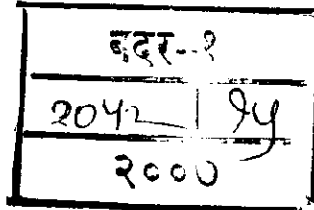
5 नाव: मधुकांत जे. शाह - -  
पत्ता: घर/फ्लॅट नं: सी/18  
गल्ली/रस्ता: -  
ईमारतीचे नाव: नील गंगा  
ईमारत नं: -  
पेठ/वसाहत: 7वा रोड  
शहर/गाव: सांताक्रूझ (पु)  
तालुका: -  
पिन: 55  
पॅन नं: AAFPS 3030 B

मान्यता देणार

वय 63

सही

M. K. Shah



दस्तऐवज करून देणार तथाकथीत [करारनामा] दस्तऐवज करून दिल्याचे कबूल करतात.

1 OF 2

12/03/2007

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

वदर1

11:47:34 am

अंधेरी 1 (बांद्रा)

दस्त क्र 2052/2007

दस्त क्रमांक : 2052/2007

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

6

नाव: हेमद्र जे. शाह - -

पत्ता: घर/फ्लॅट नं: 202

गल्ली/रस्ता: 5वा रोड

ईमारतीचे नाव: किरण

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: सांताक्रूझ (पू)

तालुका: -

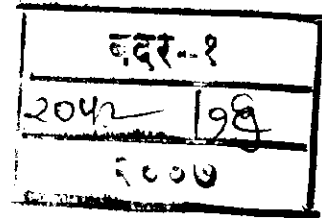
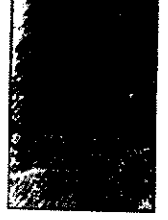
पिन: 56

पॅन नम्बर: AAIPS 5618 Q

मान्यता देणार

वय 61

सही



दस्तऐवज करून देणार तथाकथीत [करारनामा] दस्तऐवज करून दिल्याचे कबूल करतात.

2 OF 2



दस्त गोषवारा भाग - 2

वदर1

दस्त क्रमांक (2052/2007)

दस्त क्र. [वदर1-2052-2007] चा गोषवारा  
बाजार मूल्य :3781393 मोबदला 4200000 भरलेले मुद्रांक शुल्क : 192600

दस्त हजर केल्याचा दिनांक :12/03/2007 11:39 AM  
निष्पादनाचा दिनांक : 10/03/2007  
दस्त हजर करणा-याची सही :

*[Signature]*

दस्ताचा प्रकार :25) करारनामा  
शिवका क्र. 1 ची वेळ : (सादरीकरण) 12/03/2007 11:39 AM  
शिवका क्र. 2 ची वेळ : (फी) 12/03/2007 11:45 AM  
शिवका क्र. 3 ची वेळ : (कबुली) 12/03/2007 11:47 AM  
शिवका क्र. 4 ची वेळ : (ओळख) 12/03/2007 11:47 AM

दस्त नोंद केल्याचा दिनांक : 12/03/2007 11:47 AM

ओळख :  
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,  
व त्यांची ओळख पटवितात.

1) बी एस मणी - - ,घर/फ्लॅट नं: ए-1/6

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: प्रतिक्षा नगर

शहर/गाव:सायन

तालुका: -

पिन: 22

2) डी आर गुप्ता - - ,घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

*[Signature]*

*[Signature]*

समाप्ति करणेत येते की, या  
दस्तऐवज पकडून.....१.१०.....पाने जाईल

*[Signature]*  
सद. दुय्यम निबंधक, अंधेरी-क. १  
मुंबई उपनगर जिल्हा

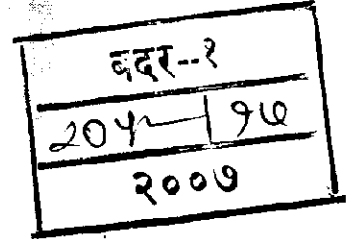
दु. निबंधकाची सही  
अंधेरी 1 (बांद्रा)

पावती क्र.:2068 दिनांक:12/03/2007  
पावतीचे वर्णन  
नाव: रमेश सी. जैन - -

30000 :नोंदणी फी  
320 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल  
(अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

30320: एकूण

*[Signature]*  
दु. निबंधकाची सही, अंधेरी 1 (बांद्रा)



वदर-१/204-190/2009

पुस्तक क्रमांक १. मालांक घर  
मोबदला.

दिनांक: 92/3/06

*[Signature]*  
सद. दुय्यम निबंधक, अंधेरी-क. १,  
मुंबई उपनगर जिल्हा.





दस्तावेज क्रमांक व वर्ष: 2052/2007

Monday, March 12, 2007

11:47:43 AM

दुसऱ्या निबंधक: अंधेरी 1 (बांद्रा)

नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : विलेपार्ले

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा

व बाजारभाव (भाडेपट्ट्याच्या

बाबतीत पट्टाकार आकारणी देतो

की पट्टेदार ते नमूद करावे) मोबदला रु. 4,200,000.00

बा.भा. रु. 3,781,393.00

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

(1) सिटीएस क्र.: 1259 वर्णन: विभागाचे नाव - विलेपार्ले पूर्व ( अंधेरी ), उपविभागाचे नाव - 36/183 - भुभाग: उत्तरेस गावाची हद्द, पूर्वेस द्रुतगती मार्ग, दक्षिणेस वॉर्ड सीमा व पश्चिमेस रेल्वे लाईन. सदर मिळकत सि.टी.एस. नंबर - 1259 मध्ये आहे. सदरिका क्र. 302, 3रा मजला, प्लॉट क्र. 241, " आनंद कांचन को ऑप हो सोसा लि.", पी एम रोड, विलेपार्ले (पू) मुं 57

(1) बांधीव मिळकतीचे क्षेत्रफळ 70.26 चौ.मी. आहे.

(3) क्षेत्रफळ

(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) जितेंद्र जगमोहनदास शाह - -; घर/प्लॉट नं: 302, 3रा मजला, प्लॉट क्र. 241, " आनंद कांचन को ऑप हो सोसा लि.", पी एम रोड, विलेपार्ले (पू) मुं 57; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नंबर: BJXPS 4309 F.

(2) ऊषा जितेंद्र शाह - -; घर/प्लॉट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नंबर: -.

(3) प्रविणभाई जे. शाह - -; घर/प्लॉट नं: 101; गल्ली/रस्ता: पोदार स्ट्रिट; ईमारतीचे नाव: श्रीनाथ निवास; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: सांताक्रूझ (प); तालुका: -; पिन: 54; पॅन नंबर: AJLPS 4469 B.

(4) मधुकांत जे. शाह - -; घर/प्लॉट नं: सी/18; गल्ली/रस्ता: -; ईमारतीचे नाव: नील गंगा; ईमारत नं: -; पेठ/वसाहत: 7वा रोड; शहर/गाव: सांताक्रूझ (पू); तालुका: -; पिन: 55; पॅन नंबर: AAFPS 3030 B.

(5) हेमेंद्र जे. शाह - -; घर/प्लॉट नं: 202; गल्ली/रस्ता: 5वा रोड; ईमारतीचे नाव: किरण; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: सांताक्रूझ (पू); तालुका: -; पिन: 55; पॅन नंबर: AAIPS 5618 Q.

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) रमेश सी. जैन - -; घर/प्लॉट नं: तळ मजला; गल्ली/रस्ता: फिरोजशाह मेहता रोड; ईमारतीचे नाव: शांती विमल; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: विलेपार्ले (पू); तालुका: -; पिन: 57; पॅन नंबर: AABPJ 0921 C.

(7) दिनांक करून दिल्याचा 10/03/2007

(8) नोंदणीचा 12/03/2007

(9) अनुक्रमांक, खंड व पृष्ठ 2052 /2007

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 192600.00

(11) बाजारभावाप्रमाणे नोंदणी रु 30000.00

(12) शेरा

Dated this      Day of      , 2007

Shri. JITENDRA JAGMOHANDAS SHAH &  
Anr... "TRANSFERORS"

AND

Shri. RAMESH C. JAIN

"TRANSFEREES"

Deed of Transfer

THE V. P. ANAND KANCHAN CO-OP. H.S. LTD.

CO-OPERATIVE HOUSING  
SOCIETY LIMITED

(Registered under M. C. S. Act, 1960) (Registration No. KE/6995 and Date 1982)

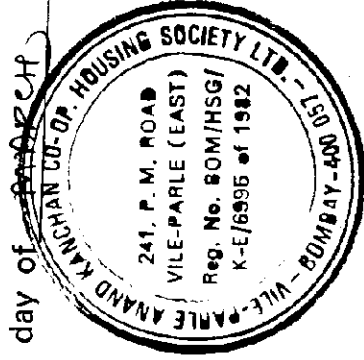
No. 10

Authorised Share Capital Rs. 250/- Divided into Five Shares each of Rs. 50/- only  
Member's Register No. \_\_\_\_\_

THIS IS TO CERTIFY that Shri / Smt. SRI JITENDRA J. SHAH

of Bombay is the Registered Holder of Shares [ FIVE ] from No. 046  
to 050 of Rupees Two Hundred Fifty only - [ Rs. 250/- ]  
in THE V. P. ANAND KANCHAN CO-OP. H.S. LTD. CO-OPERATIVE HOUSING SOCIETY LTD.  
Bombay - 400057 subject to the Bye-laws of the said Society and that upon each of  
such Shares the sum of Rupees Fifty has been paid.

GIVEN under the Common Seal of the said Society at Bombay this 21 8TH  
day of MARCH 1982.



[Signature] Chairman

V. J. Desai Hon. Secretary

S. J. Desai Member of the Committee

P. T. O.

**Memorandum of the transfers of the within mentioned Shares**

Date of Transfer	Transfer No.	Share Regr. No. (Old)	To Whom transferred	Share Regr. No. (New)

*Chairman*

*Hon. Secretary*

*Committee Member*

नौदण्डी ३९ म.  
Regn. 39 m.

सन १९४८।.

Int. Tyetsna v. Gandho-

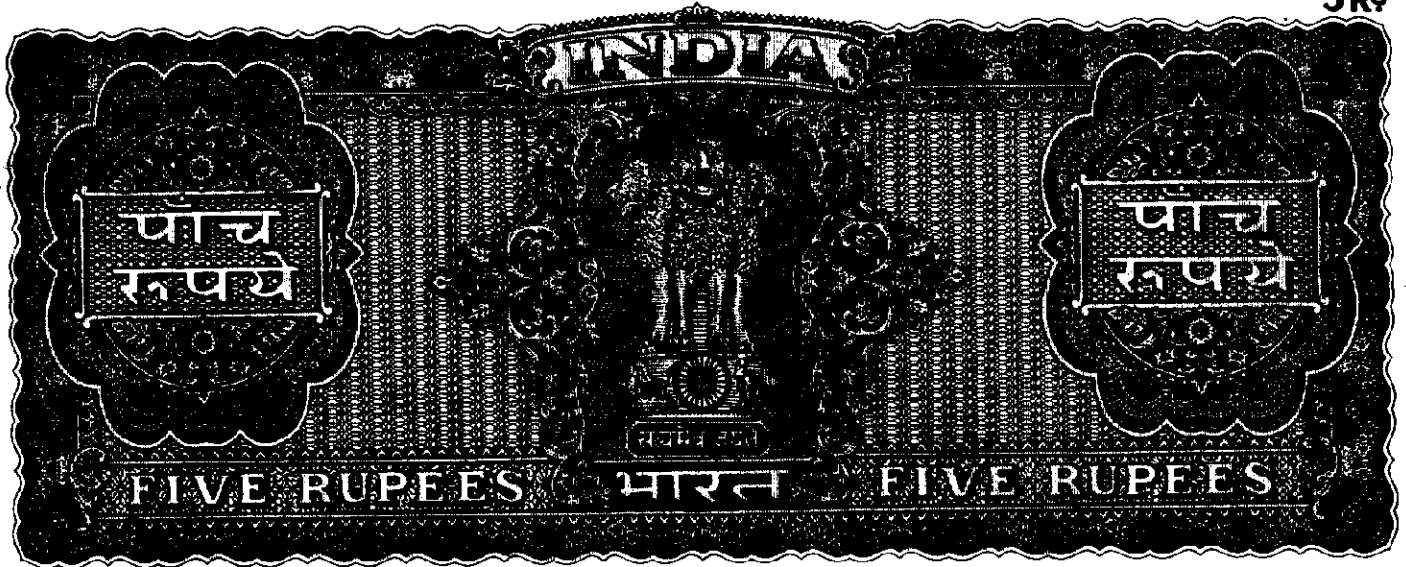
<b>77</b>	<b>77</b>
<b>77</b>	<b>77</b>
<b>77</b>	<b>77</b>
<b>77</b>	<b>77</b>
<b>77</b>	<b>77</b>

पुनः

नात्रे नोंदणीकृत डोकन पाठवावा.  
हवाली करावा.

सादरकर्ता,





505-

24 MAR 1981

For  
Jyotsna Vinayakant  
Gandhi,

By

Witness to  
the Signature of the

Jyotsna Vinayakant  
Gandhi

-: A G R E E M E N T :-

THIS AGREEMENT made at Bombay on this 24th day of March, 1981, Between JYOTSNA VINAYAKANT GANDHI (Proprietor of M/s. Jeeve Enterprise at Amrit Niwas, Lohar Chawl, Bombay-400 002) of Bombay Hindu Indian Inhabitant, hereinafter called "THE VENDOR" (which expression shall wherever the reference or context so requires or admits mean and include her heirs executors and administrators) of the One Part AND Mr. JITENDRA JAGMOHANDAS SHAH And Mrs. USHA JITENDRA SHAH And Mr. JAGMOHANDAS VIRJI SHAH, hereinafter called "THE PURCHASERS" (which expression shall wherever the reference or context so requires or admits mean and include their respective heirs executors administrators and assigns) of the Other Part;

WHEREAS by an Agreement for Sale dated the

x  
J.V. Gandhi

J V Shah

- 2 -

29th day of January, 1981 and made between Kamala Builders (therein and herein referred to as "THE BUILDERS") of the One Part and the said Jyotsna Vinayakant Gandhi (the Vendor abovenamed who is therein referred to as "the FLAT PURCHASER") of the Other Part, the Vendor agreed to purchase from the Builders a Flat being Flat No. 302 on the 3rd floor of the property known as "Anand Kanchan" which was then under construction on a plot of land situate at Sir Phirozshah Mehta Road, Vile Parle (East) and bearing Original Plot No. 115 and Final Plot No. 241 of Vile Parle Town Planning Scheme No. 11 for the price and on the terms and conditions mentioned in the said Agreement;

AND WHEREAS the Vendor in pursuance of the said Agreement has paid to the Builders, as the full purchase price of Rs.1,54,000/- mentioned in the said Agreement and has obtained vacant possession of the said Flat from the Builders under the said Agreement dated 29th January, 1981;

AND WHEREAS the Vendor declares that the said purchase price of Rs.1,54,000/- (Rupees One Lac Fifty-four thousand only) has been paid out of the moneys belonging to her absolutely and that except her no one else has any right, title or interest in the said Agreement and in the circumstances the Vendor as absolute owner of the Flat is entitled to deal with and dispose off the same free from all claims and encumbrances whatsoever.

AND WHEREAS the Builders have not yet formed a Co-operative Housing Society or a Limited Company of the Flat Purchasers of the said Anand Kanchan property which the said Builders propose to do in the near future;

AND WHEREAS the Vendor has agreed to sell to the Purchaser the said Flat No. 302 in the said Anand Kanchan TOGETHER WITH all her benefits of the said Agreement dated 29th January, 1981 at the price and on the terms and conditions confirmed in the said Agreement;

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Vendor shall sell and the Purchaser shall purchase all that the right, title and interest of the Vendor in to and upon the said Flat No. 302 known as "Anand Kanchan" situate at Sir Phirozshah Mehta Road, Vile Parle (East) on the plot of land more particularly mentioned in the Schedule hereunder written TOGETHER WITH all her right, title and interest under the said Agreement dated 29-1-1981 at or for the price of -- Rs.1, 65,000/- (Rupees One Lac Sixty-five Thousand only) and on the terms and conditions hereinafter recorded.

*J V Shah*

*S. V. ... 2.*

2. The Vendor will obtain the irrevocable -- consent of the Builders in writing by separate letter.
3. The Vendor declares that she has received the full purchase price of Rs.1,65,000/- (Rupees One Lac Sixty-five Thousand only) from the Purchaser on or - before the execution of this Agreement (receipt and payment whereof the Vendor doth hereby admit and acknowledge and release and discharge the Purchaser from the said payment). The Vendor further declares and simultaneously with the execution of this Agreement the -- Vendor has delivered to the Purchaser full and complete and vacant possession of the said Flat and every part thereof and the Purchasers do hereby confirm having received peaceful vacant possession. The Vendor now has no right, title or interest in the said Flat or part thereof has no claim against the Purchasers.
4. The Vendor declares that full purchase price and other moneys mentioned in the said Agreement dated 29th January, 1981 with the Builders have been paid in full and that no further sum is payable to the Builders under the said Agreement the Vendor agrees to indemnify and keep indemnified the Purchasers and their estates and effects at all times hereafter from and against all claims, demands and suit and proceedings in respect thereof made under or in respect of the said Agreement dated 29th January, 1981.
5. The Vendor also declares that all dues, including the Vendor's share in the Common Expenses and outgoings have been paid upto date and no further sum is due and payable by her in respect of the said Flat.
6. The Vendor has also paid Rs.1,751/- to the -

said...

said Builders as under :-

Towards legal fees. . . . .	Rs. 300-00
Towards the Share Capital & Membership. . .	Rs. 251-00
Towards Deposit against maintenance . . . .	Rs. 500-00
Towards Deposit against Electric Meter other deposits. . . . .	Rs. 700-00
	-----
Total	Rs.1,751-00
	=====

Purchasers have agreed to pay the abovesaid amount of Rs.1,751-00 (Rupees one thousand seven hundred fifty-one only). The Purchasers will now be entitled to receive Share Certificates of the said Society in their own names without any further covenant or reference to the Vendor.

7. The Vendor further declares that she has not in any way mortgaged, charged or encumbered or otherwise leased or given on lease or leave and licence the said Flat or any part thereof or the benefit of the said Agreement dated 29th January, 1981 to any one and that the said Flat is free of all claims and encumbrances whatsoever.

8. The Vendor further agrees and undertakes that she will at all times hereafter at the request of the Purchaser sign and execute all such further and other - assurances and writings as shall be required by them for better and perfecting out any of the title or right over the said Flat or any part thereof.

9. The Vendor states that original Agreement between the Vendor and the Builder has been submitted to Registrar for registration under Receipt No. 494/1981 dated 7-3-81 which has been surrendered to Purchasers. The Vendor hereby agrees to surrender the original Agreement on its receipt after the registration from Registrar immediately.

IN WITNESS WHEREOF the parties hereto have -  
here...

hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO :

ALL that the Flat being Flat No. 302 on the 3rd floor of the property known as "Anand Kanchan" on a plot of land situate at Sir Phirozshah Mehta Road, Vile Parle East), Bombay-400 056 and bearing Original Plot No. 115 and Final Plot No. 241 of Vile Parle Town Planning Scheme No.11 and admeasuring about      Sq.ft.

SIGNED SEALED AND DELIVERED )  
by the withinnamed Vendor ( )  
JYOTSANA VINAYKANT GANDHI ( )  
in the presence of.      )

V.V. GANDHI

J.V. Gandhi

SIGNED SEALED AND DELIVERED )  
by the withinnamed Purcha- ( )  
sers, (1) Mr. Jitendra -- ( )  
JAGMOHANDAS SHAH, (2) Mrs. ( )  
USHA JITENDRA SHAH and (3) )  
Mr. JAGMOHANDAS VIRJI SHAH ( )  
in the presence of      )

P. J. Shah  
( P. J. SHAH )

( C.A. of Mr. Jitendra J. Shah  
& Mrs. Usha Jitendra Shah )  
( Jagmohandas Virji Shah )

V.H. GANDHI

J V Shah

Received by D/D drawn in favour of M/s. Jevve Enterprise Bearing D/D No. 365456 and 365455 of AMERI TRUST CO. CLEVELAND OHIO U.S.A. dated 18.2.1981 payable at Bombay, State Bank of India for US\$ 10200 each, amounting to US\$ 20400.00 and realisation received from State Bank of India Non-convertable Indian Rs. 167241.70 (Rupees One lac Sixty seven thousand two hundred fourty one and paisa seventy only) being full consideration as stated below:

As per clause 3	165000.00
As per clause 6	1751.00
Registration expenses	
Lump sums	490.70
<b>Total</b>	<b>167241.70</b>

J.V. Gandhi

बृहन्महानगरपालिका

MUNICIPAL CORPORATION OF GREATER BOMBAY

No. CE/7557 / BSII/AK

Shri B. G. Bhat, Architect,

Sub: Occupation for building on plot No. 241, P.M. Road, Vileparle(E).

Sir,

Ref:- Your letter No. 108/BI of 16-1-31.

With Reference to the above, I have to inform you that there is no objection to your client occupying the premises as shown by you in the completion plans submitted by you after obtaining water connection and subject to the following conditions which should be complied with within THREE months from the date hereof.

1. That the certificate under Section 270A of the Bombay Municipal Corporation Act for adequate water supply should be obtained from Hydraulic Engineer.

Please also note that if any of the users mentioned in the approved plans are found changed without prior permission from the Municipal Corporation, this occupation certificate granted to your client will be treated as cancelled and steps will be taken to cut off the water connection granted to your client.

Yours faithfully,

Assistant Engineer, Bldg. -  
Proposals (Western Suburbs) K-Ward

No. CE/7557/BSII/AK

Copy forwarded for information to the Owner:-

Shri S. G. Parikh,  
C/o Shri B. G. Bhat, Architect.

Assistant Engineer, Bldg. -  
Proposals (W.S.) K-Ward.

①  
11/1

\*\*\*\*\*

DATED THIS 24th DAY OF MARCH, 1981.

\*\*\*\*\*

JOUTSNA VINAYKANT GANDHI

A N D

Mr. JITENDRA JAGMOHANDAS SHAH & ORS.

-: AGREEMENT FOR SALE :-





THE COSMOS CO-OPERATIVE BANK LTD.  
FRANKING DEPOSIT SLIP

Estd. 1906

Customer Copy

782365

Branch : VIP Date : 11/11/2010

Pay to: THE COSMOS CO-OPERATIVE BANK LTD.

Franking Value	Rs.	200 -
Service Charges	Rs.	10 -
Total	Rs.	210 -

Name & Address of Stamp duty paying party

Ramesh Jain Shamli Vind.  
Borach chet 11/11/2010 - P.M. Road  
Vile Parle

Tel. No. : / Mobile No. 9822948

Purpose of Transaction  
in cash for Franking Documents

Rs. 210

(For Bank's Use only)

Trans ID

Franking Sr. No. 1226234

For The Cosmos Co-op. Bank Ltd.

Service Tax Reg. No.  
AAAAT0742KST003

Authorised Signatory

200/-

For The Cosmos Co-op. Bank Ltd.  
Vile Parle Branch, Sairam Road,  
Plot No-4, T.P.S. 1 CTS No 80/7 A,  
Hawar Road, Vile Parle (E)  
Mumbai-400 057.

Authorised Signatory  
Sanjay A. Oak


(Signature)

E-5/STP/VLE R. 1004/06/2004/1762-64/0

Undertaking

I Mr. Ramesh Jain residing at Shanti Vimal, Pherozshah Mehta Road , Parle have purchased Flat no 302 admeasuring 630 sq ft on Third floor of Anand Kanchan Co-operative Housing Society Limited situated at Pherozshah Mehta Road ,Vile Parle (East) Mumbai 400 057 from Mr. Jitendra Shah and Mrs. Usha Shah , the Original Members by entering into an Deed of Transfer dated 10<sup>th</sup> March,2007 registered with the Sub- Registrar of Assurances at Andheri bearing serial no BDR1-02052 of 2007 . The Share Certificate of the said Flat no 302 is in the name of earlier owners. The Share Certificate of the said Flat no 302 are not yet transferred in my name. I undertake to transfer the share Certificate of the said Flat no 302 in my name and submit the same within one month date of Annual General Meeting .

Dated this \_\_\_\_ day of \_\_\_\_ 2010

  
Ramesh Jain

26234  
168167  
R.0000200/-PB5114  
Stamp Duty  
MAHARASHTRA  
Special  
Adhesive  
NOV 11 2010  
13:07

**Ramesh C. Jain**

**The State Bank of India**

**Malad Branch**

*Goregaon*

**Sub: Submission of the Original Documents**

Respected Sir,

With reference to the above captioned subject, you are kindly to note that the following original documents pertaining to Anand Kanchan, Flat No. 302 are being submitted to your office.


The Documents are:

1. Agreement to Sale dated 24<sup>th</sup> March, 1981 between Jyotsna Vinaykant Gandhi and Mr. Jitendra Jagmohandas & Ors along with receipt;
2. Share Certificate bearing No. 10 from distinctive Nos. 046 to 050;
3. Deed of Transfer dated 10<sup>th</sup> March, 2007 between Mr. Jitendra Jagmohandas Shah & Ors and Mr. Ramesh C. Jain along with receipt and
4. An undertaking signed by Mr. Ramesh C, Jain for the transfer of Share Certificate in his name.

Requesting you to Acknowledge the receipt of the same.

Thanking you in Anticipation.

**Regards,**

  
**Ramesh C. Jain**



**KAMLA LANDMARC GROUP**  
Aspirations Located

Kamla Landmarc Group of Companies

Registered office: Shanti - Vimal, Ground Floor, Sir P. M. Road, Vile Parle (East), Mumbai - 400 057.

T: 67898100 • F: 67898103

Corporate office: Terminal 9, Nehru Road, Vile Parle (East), Mumbai - 400 099, Maharashtra, India.

T: 67898100 • F: 26169000 • W: [www.kamlalandmarc.com](http://www.kamlalandmarc.com)

**Vile-Parle Anand Kanchan Co-op. Hsg. Society Ltd.**

Anand Kanchan 115, Phirozshah Mehta Rd., Vile Parle (East)  
Mumbai – 400 057.

Reg. No.BOM/HSG/KE/6995 of 1982

Date : 03<sup>rd</sup> December, 2013.

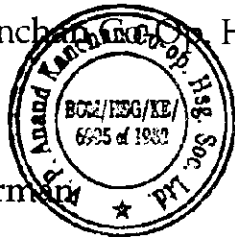
To,  
✓ **State Bank of India**  
SME Goregaon (East) Branch  
Mumbai.

**Sub.: No Objection Certificate**

We hereby grant our *"No Objection"* to Mr. Ramesh C. Jain holding flat/owner of the Flat being Flat No.302 on the Third Floor admeasuring 630sq.ft. (Carpet area) alongwith fully paid Shares bearing distinctive Nos.46 to 50 (both inclusive) and represented by Share Certificate bearing No.10 for mortgaging the said flat/create mortgage against the said flat in favour of State Bank of India, SME, Goregaon (East) Branch against loan of Rs.7,00,00,000/- (Rupees Seven Crores Only).

V. P. Anand Kanchan Co-op. Hsg. Soc. Ltd.

BE Patelkh  
Secretary/Chairman



**HITESH DINKARRAI PATEL****ADVOCATE HIGH COURT****B. COM. LL.B.**

OFFICE : D/4, Jay Vijay Apartment, Off L. T. Road, OPP. Punjabi Lane, Borivali (West), Mumbai - 400 092.  
 ☎ : 2899 8280 • Mobile : 98204 30178 • E-mail : advhdpatel@rediffmail.com

RESIDENCE : 201, Aparna Apartment, 51<sup>st</sup> T.P.S. III Road, Off Factory Lane, Borivali (West), Mumbai - 400 092.  
 ☎ : 2898 6320

**Annexure - B: Report of Investigation of Title in respect of immovable Property**  
 (All columns/items are to be completed/commented by the panel advocate)

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	STATE BANK OF INDIA, SME BRANCH, GOREGAON (EAST), MUMBAI : 400 063.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	No letter issued.
	c) Name of the Borrower.	SHRI RAMESH C. JAIN
2	a) Name of the unit/concern/ company/person offering the property / (ies) as security.	SHRI RAMESH C. JAIN
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Individual
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower and Mortgagor
3	Complete or full description of the immovable property / (ies) offered as security including the following details.	FLAT NO.302 ADMEASURING 630 SQUARE FEET CARPET AREA ON THE THIRD FLOOR OF THE SOCIETY KNOWN AS "VILEPARLE ANAND KANCHAN CO-OPERATIVE HOUSING SOCIETY LIMITED" SITUATED AT C.T.S. NOS.1259, 1259/1 TO 1259/7, ORIGINAL PLOT NO.115, FINAL PLOT NO.241, VILLAGE : VILEPARLE, SIR PHIROZSHAH MEHTA ROAD, VILEPARLE (EAST), MUMBAI .
	(a) Survey No.	C.T.S. NOS.1259, 1259/1 TO 1259/7, ORIGINAL PLOT NO.115, FINAL PLOT NO.241
	(b) Door/House no. ( in case of house property)	FLAT NO.302
	(c) Extent/ area including plinth/ built up area in case of house property	630 SQUARE FEET CARPET AREA.
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	VILLAGE : VILEPARLE, SIR PHIROZSHAH MEHTA ROAD, VILEPARLE (EAST), MUMBAI .
4	a) Particulars of the documents scrutinized- serially and chronologically. (a) Nature of documents verified and as to whether they are	Mentioned Below.



	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
18	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection / join in execution, minor's share if any, rights of female members etc.	Not Applicable
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not Applicable
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	(d) Requirements, if any for creation of mortgage as per the central / state laws applicable to the trust in the matter.	Not Applicable

20	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for reation / enforcement of mortgage.	The property is freehold property
	(b) In case of agricultural property other relevant Records / documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	(c) In the case of conversion of Agricultural land for Commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	Not Applicable
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	Not Applicable
22	(a) Whether the property is subject to any pending or Proposed land acquisition proceedings?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Yes the search has been taken in Sub-Registrar Office
23	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	The property is free from litigation
	(c) Whether the title documents have any court seal / marking which points out any litigation / attachment / security to court in respect of the property in question? In such case please comment on such seal / marking.	Not Applicable



# HITESH DINKARRAI PATEL

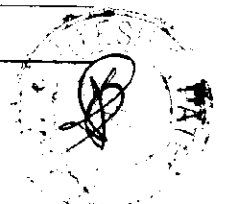
ADVOCATE HIGH COURT

B. COM. LL.B.

OFFICE : D/4, Jay Vijay Apartment, Off L. T. Road, OPP. Punjabi Lane, Borivali (West), Mumbai - 400 092.  
☎ : 2899 8280 • Mobile : 98204 30178 • E-mail : advhdpatel@rediffmail.com

RESIDENCE : 201, Aparna Apartment, 51<sup>st</sup> T.P.S. III Road, Off Factory Lane, Borivali (West), Mumbai - 400 092.  
☎ : 2898 6320

		Rs.1,92,600/- issued by THE COSMOS CO-OPERATIVE BANK LIMITED in the names of SHRI RAMESH C. JAIN towards the receipt of Stamp Duty Charges in respect of agreement for sale dated 10/03/2007.	Copy	documents are with STATE BANK OF INDIA, SME BRANCH, GOREGAON (EAST), MUMBAI : 400 063
D	12/03/2007	Registration Receipt No.2068 dated 12/03/2007 for Rs.30,320/- issued by Sub-Registrar, BANDRA-1 in the name of SHRI RAMESH C. JAIN towards the receipt of Registration Charges in respect of agreement for sale dated 10/03/2007.	Photo Copy	Original documents are with STATE BANK OF INDIA, SME BRANCH, GOREGAON (EAST), MUMBAI : 400 063
E	31/01/1981	Occupation certificate dated 31/01/1981 issued by BMC.	Photo Copy	Original documents are with STATE BANK OF INDIA, SME BRANCH, GOREGAON (EAST), MUMBAI : 400 063
F		Share Certificate issued by VILEPARLE ANAND KANCHAN CO-OPERATIVE HOUSING SOCIETY LIMITED bearing Distinctive Nos.046 to 050 (Both Inclusive) represented by Share Certificate No.10.		



		sale.
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	d) Whether the Donee has accepted the gift by signing the Gift / Settlement Deed or by a separated writing or by implication or by actions;	Not Applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not Applicable
	f) Whether the Donee is in possession of the gifted property;	Not Applicable
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not Applicable
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
1 5	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality / procedure to be followed to create a valid and enforceable mortgage. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed / complied with. (e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
1 6	Whether the title documents include any testamentary documents / wills? (a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	(c) Whether the property is mutated on the basis of will?	Not Applicable
	(d) Whether the original will is available?	Not Applicable
	(e) Whether the original death certificate of the testator is available?	Not Applicable
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness / validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	Not Applicable
1 7	(a) Whether the property is subject to any wakf rights?	Not Applicable



# HITESH DINKARRAI PATEL

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	<b>30 years is mandatory.(Separate Sheets may be used)</b>	
9	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership
10	If leasehold, whether;	Not Applicable
	a)lease Deed is duly stamped and registered	Not Applicable
	b)lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c)duration of the Lease/unexpired period of lease,	Not Applicable
	d)if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not Applicable
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f)Right to get renewal of the leasehold rights and nature thereof.	Not Applicable

11	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	Not Applicable
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not Applicable
	the mortgagor is competent to create charge on such property,	Yes
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	No
12	If occupancy right, whether;	
	a) Such right is heritable and transferable,	Yes
	b) Mortgage can be created.	Yes
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities / procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	There is no minor interest in flat
14	If the property has been transferred by way of Gift / Settlement Deed, whether:	
	a) The Gift/Settlement Deed is duly stamped and registered;	The property is transferred by virtue of agreement for



	<b>30 years is mandatory.(Separate Sheets may be used)</b>	
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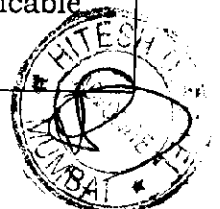
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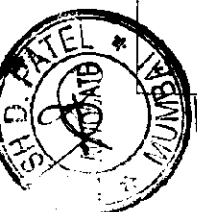
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	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
18	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection / join in execution, minor's share if any, rights of female members etc.	Not Applicable
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not Applicable
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	(d) Requirements, if any for creation of mortgage as per the central / state laws applicable to the trust in the matter.	Not Applicable

20	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for reation / enforcement of mortgage.	The property is freehold property
	(b) In case of agricultural property other relevant Records / documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	(c) In the case of conversion of Agricultural land for Commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	Not Applicable
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	Not Applicable
22	(a) Whether the property is subject to any pending or Proposed land acquisition proceedings?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Yes the search has been taken in Sub-Registrar Office
23	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	The property is free from litigation
	(c) Whether the title documents have any court seal / marking which points out any litigation / attachment / security to court in respect of the property in question? In such case please comment on such seal / marking.	Not Applicable



5	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)	There is no instructions to obtain certified true copies from the branch.			
6	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	The records i.e. only INDEX NO.II of the property registered is available after 2003 is available in computer and online			
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	I have verified entry in the computer online with regards to registration of flat and I found that the flat number, area of the flat, price, registration number and stamp duty paid is duly found in agreement for sale produced before me.			
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	The stamp duty is not paid by annexing stamp paper but the same has been paid by affixing franking on agreement for sale and I found the same in order.			
7	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Bandra and Mumbai			
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	Yes, Bandra and Mumbai.			
	c) Whether search has been made at all the offices named at (b) above?	Yes			
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No			
8	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. <b>In case of property offered as security for loans of Rs.1.00 crore and above, search of title / encumbrances for a period of not less than</b>	Please see the separate sheet annexed herewith.			



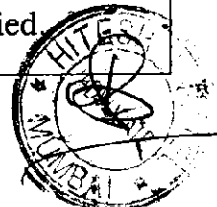
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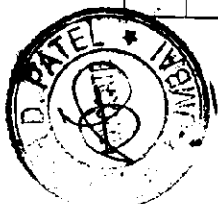
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	(g) Please comment on the genuineness of POA?	Not Applicable
	(h) The unequivocal opinion on the enforceability and validity of the POA?	Not Applicable
2 8	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
2 9	<p>If the property is a flat/apartment or residential / commercial complex, check and comment on the following:</p> <p>(a) Promoter's/Land owner's title to the land/ building;</p> <p>(b) Development Agreement/Power of Attorney;</p> <p>(c) Extent of authority of the Developer/builder;</p> <p>(d) Independent title verification of the Land and/or building in question;</p> <p>(e) Agreement for sale (duly registered);</p> <p>(f) Payment of proper stamp duty;</p> <p>(g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>(h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>(i) Conveyance in favour of Society/ Condominium concerned;</p> <p>(j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>(k) Membership details in the Society etc.;</p> <p>(l) Share Certificates;</p> <p>(m) No Objection Letter from the Society;</p> <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of lats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p>The title of SMT. JYOTSNA VINAYKUMAR GANDHI, SOLE PROPRIETOR : M/S JEEVA ENTERPRISES is clear and marketable. The plan has been duly approved by Bombay Municipal corporation . The conveyance in favour of society is yet to be obtained. The BMC has issued Occupancy Certificate. The said SHRI RAMESH C. JAIN is already member of society in respect of said flat. To call SHRI RAMESH C. JAIN to obtain No Objection Certificate from society in favour of bank for creating equitable Mortgage. All legal requirement is complied.</p>



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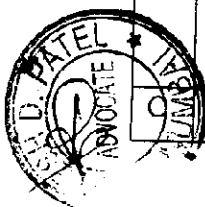
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3 5	Whether the name of mortgagor is reflected as owner in the revenue / Municipal / Village records?	The name of SHRI RAMESH C. JAIN is reflected in society as he is admitted as a member of society but in revenue/municipal or village records name of flat owners will not be reflected.
3 6	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Yes , Yes and there is proper access to the flat.
3 7	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	The property can be identified by virtue of agreement for sale, electric bill etc.
3 8	In respect of the boundaries of the property, whether there is a Difference / discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	There is no difference or dispute in respect of documents of title.
3 9	If the valuation report and/or approved / sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments Subsequently, on making the same available to the advocate.)	The BMC has issued Occupation Certificate in respect of construction of building on said land therefore there is no necessity to obtain sanctioned building plan.
4	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of	All the original documents of



originals or certified copies or registration extracts duly certified. <b>Note :</b> Only originals or certified extracts from the Registering/land/ revenue/ other authorities be examined.					

Sl No.	Date	Name / Nature of the Document	Original / certified copy / certified extract / photocopy	In case of copies, whether the original was Scrutinized by the Advocate.
A	01/08/1995	Agreement dated 01/08/1995 executed between SMT. JYOTSNA VINAYKUMAR GANDHI, SOLE PROPRIETOR : M/S JEEVA ENTERPRISES of the One Part and SHRI JITENDRA JAGMOHANDAS SHAH, SMT. USHA JITENDRA SHAH AND SHRI JAGMOHANDAS VIRJI SHAH of the Other Part in respect of FLAT NO.302.	Photo Copy	Original documents are with STATE BANK OF INDIA, SME BRANCH, GOREGAON (EAST), MUMBAI : 400 063
B	10/03/2007	Agreement for Sale dated 10/03/2007 executed between SHRI JITENDRA JAGMOHANDAS SHAH AND SMT. USHA JITENDRA SHAH as "THE TRANSFERORS of the First Part, SHRI PRAVIN J. SHAH, SHRI MADHUKANT J. SHAH AND SHRI HEMENDRA J. SHAH as "THE CONFIRMING PARTY" of the Second Part and SHRI RAMESH C. JAIN as "THE TRANSFEREE" of the Third Part in respect of FLAT NO.302.	Photo Copy	Original documents are with STATE BANK OF INDIA, SME BRANCH, GOREGAON (EAST), MUMBAI : 400 063
	09/03/2007	Stamp Duty Receipt dated 09/03/2007 for	Photo	Original





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		The bank to visit the property physically with regards to its existence.
4 6	The specific persons who are required to create mortgage / to deposit documents creating mortgage.	SHRI RAMESH C. JAIN

Note: In case separate sheets are required, the same may be used, signed and annexed.

DATE : 02/02/2015

PLACE : MUMBAI

SIGNATURE OF THE ADVOCATE

Annexure - C: Certificate of title

I have examined the copies of Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of \*Registered / Equitable / English Mortgage (\*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/ **Equitable Mortgage** is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land / Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/ Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are prior Mortgage/ Charges **STATE BANK OF INDIA, SME BRANCH, GOREGAON (EAST), MUMBAI : 400 063** as could be seen from the Encumbrance Certificate for the period from 1983 to 2014 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. **Subject to charge and mortgage of STATE BANK**

**Annexure - B: Report of Investigation of Title in respect of immovable Property**  
(All columns/items are to be completed/commented by the panel advocate)

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	STATE BANK OF INDIA, SME BERANCH, GOREGAON (EAST), MUMBAI : 400 063.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	No letter issued.
	c) Name of the Borrower.	SHRI RAMESH C. JAIN
2	a) Name of the unit/concern/ company/person offering the property / (ies) as security.	SHRI RAMESH C. JAIN
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Individual
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower and Mortgagor
3	Complete or full description of the immovable property / (ies) offered as security including the following details.	FLAT NO.302 ADMEASURING 630 SQUARE FEET CARPET AREA ON THE THIRD FLOOR OF THE SOCIETY KNOWN AS "VILEPARLE ANAND KANCHAN CO-OPERATIVE HOUSING SOCIETY LIMITED" SITUATED AT C.T.S. NOS.1259, 1259/1 TO 1259/7, ORIGINAL PLOT NO.115, FINAL PLOT NO.241, VILLAGE : VILEPARLE, SIR PHIROZSHAH MEHTA ROAD, VILEPARLE (EAST), MUMBAI .
	(a) Survey No.	C.T.S. NOS.1259, 1259/1 TO 1259/7, ORIGINAL PLOT NO.115, FINAL PLOT NO.241
	(b) Door/House no. ( in case of house property)	FLAT NO.302
	(c) Extent/ area including plinth/ built up area in case of house property	630 SQUARE FEET CARPET AREA.
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	VILLAGE : VILEPARLE, SIR PHIROZSHAH MEHTA ROAD, VILEPARLE (EAST), MUMBAI .
	a) Particulars of the documents scrutinized- serially and chronologically. b) Nature of documents verified and as to whether they are	Mentioned Below.

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(C) Original Stamp Duty Receipt dated 09/03/2007 for Rs.1,92,600/- issued by THE COSMOS CO-OPERATIVE BANK LIMITED in the names of SHRI RAMESH C. JAIN towards the receipt of Stamp Duty Charges in respect of agreement for sale dated 10/03/2007.

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(F) Copy of Occupation Certificate dated 31/01/1981 issued by BMC.

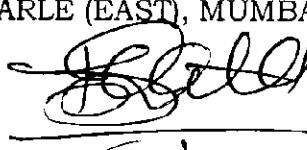

(G) NO OBJECTION CERTIFICATE FROM VILEPARLE ANAND KANCHAN CO-OPERATIVE HOUSING SOCIETY LIMITED IN FAVOUR OF BANK.

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

## SCHEDULE OF THE PROPERTY (IES)

FLAT NO.302 ADMEASURING 630 SQUARE FEET CARPET AREA ON THE THIRD FLOOR OF THE SOCIETY KNOWN AS "VILEPARLE ANAND KANCHAN CO-OPERATIVE HOUSING SOCIETY LIMITED" SITUATED AT C.T.S. NOS.1259, 1259/1 TO 1259/7, ORIGINAL PLOT NO.115, FINAL PLOT NO.241, VILLAGE : VILEPARLE, SIR PHIROZSHAH MEHTA ROAD, VILEPARLE (EAST), MUMBAI .

PLACE : MUMBAI

DATE : 02/02/2015

SIGNATURE OF THE ADVOCATE

FLOW OF TITLE OF LAND AND TITLE OF FLAT NO.302: I have caused search in respect of FLAT NO.302 ADMEASURING 630 SQUARE FEET CARPET AREA ON THE THIRD FLOOR OF THE SOCIETY KNOWN AS "VILEPARLE ANAND KANCHAN CO-OPERATIVE HOUSING SOCIETY LIMITED" SITUATED AT C.T.S. NOS.1259, 1259/1



TO 1259/7, ORIGINAL PLOT NO.115, FINAL PLOT NO.241, VILLAGE : VILEPARLE, SIR PHIROZSHAH MEHTA ROAD, VILEPARLE (EAST), MUMBAI for the period of 30 YEARS.

By an agreement for sale dated March, 1981, SMT. JYOTSNA VINAYKUMAR GANDHI, SOLE PROPRIETOR : M/S JEEVA ENTERPRISES sold said FLAT NO.302 to SHRI JITENDRA JAGMOHANDAS SHAH, SMT. USHA JITENDRA SHAH AND SHRI JAGMOHANDAS VIRJI SHAH for Rs.1,54,000/-. The said SHRI JITENDRA JAGMOHANDAS SHAH, SMT. USHA JITENDRA SHAH AND SHRI JAGMOHANDAS VIRJI SHAH paid Rs.5/- by way of Stamp duty.

The flat purchasers have formed co-operative society in respect building and the same is now known as "VILEPARLE ANAND KANCHAN CO-OPERATIVE HOUSING SOCIETY LIMITED" a society registered under the provisions of the Maharashtra Co-Operative Societies Act, 1960 and Rules framed thereunder bearing Registration NO.BOM/HSG/KE/6995/1982. The said society thereafter admitted said SHRI JITENDRA JAGMOHANDAS SHAH, SMT. USHA JITENDRA SHAH AND SHRI JAGMOHANDAS VIRJI SHAH as its members in respect of said flat.

The said SHRI JAGMOHANDAS VIRJI SHAH died intestate leaving behind him SHRI JITENDRA JAGMOHANDAS SHAH, SMT. USHA JITENDRA SHAH, SHRI PRAVIN J. SHAH, SHRI MADHUKANT J. SHAH AND SHRI HEMENDRA J. SHAH as the heirs and legal representatives.

Thereafter by an Agreement for Sale dated 10/03/2007 the said SHRI JITENDRA JAGMOHANDAS SHAH AND SMT. USHA JITENDRA SHAH with the consent of SHRI PRAVIN J. SHAH, SHRI MADHUKANT J. SHAH AND SHRI HEMENDRA J. SHAH sold the said flat and shares to SHRI RAMESH C. JAIN at or for the price/consideration of Rs.42,00,000/- and upon such terms and conditions as more particularly set out in said Agreement for Sale dated 10/03/2007. The said SHRI RAMESH C. JAIN paid sum of Rs.1,92,600/- by way of Stamp Duty and lodged the said Agreement for Sale



# HITESH DINKARRAI PATEL

ADVOCATE HIGH COURT

B. COM. LL.B.

OFFICE : D/4, Jay Vijay Apartment, Off L. T. Road, OPP. Punjabi Lane, Borivali (West), Mumbai - 400 092.  
☎ : 2899 8280 • Mobile : 98204 30178 • E-mail : advhdpatel@rediffmail.com

RESIDENCE : 201, Aparna Apartment, 51<sup>st</sup> T.P.S. III Road, Off Factory Lane, Borivali (West), Mumbai - 400 092.  
☎ : 2898 6320

dated 10/03/2007 in the Office of Sub-Registrar, BANDRA-1 and paid Registration Charges of Rs.30,320/-. The Sub-Registrar, BANDRA-1 thereafter have duly registered the said Agreement for Sale dated 10/03/2007 under Serial No.02052/2007 dated 12/03/2007. The said society thereafter transferred said flat and shares in the name of SHRI RAMESH C. JAIN as its member in respect of said flat.

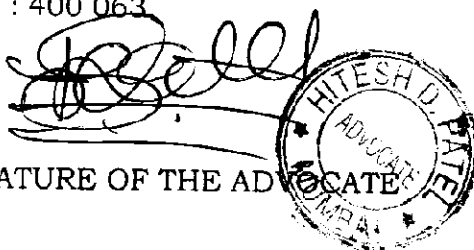
The said SHRI RAMESH C. JAIN availed Loan against the mortgage of said flat from STATE BANK OF INDIA, SME BRANCH, GOREGAON (EAST), MUMBAI : 400 063 and requested the bank to take over the said loan.

Thus I am of the opinion that the subject to charge/mortgage of STATE BANK OF INDIA, SME BRANCH, GOREGAON (EAST), MUMBAI : 400 063, the title of said SHRI RAMESH C. JAIN in respect of said FLAT NO.302 is absolutely clear, marketable and free from all encumbrances subject to charge/mortgage of STATE BANK OF INDIA, SME BRANCH, GOREGAON (EAST), MUMBAI : 400 063.

DATE : 02/02/2015

PLACE : MUMBAI

SIGNATURE OF THE ADVOCATE





इतर  
पावती

Original/Duplicate

Thursday, 16 July 2015 1:16  
PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 8701 दिनांक: 16/07/2015

गावाचे नाव:

दस्तावेजाचा अनुक्रमांक: बदर1-0-2015

दस्तावेजाचा प्रकार :

सादर करणाऱ्याचे नाव: महेंद्र जोशी

वर्णन Certified Copy

दासताचे परत

रु. 250.00

एकूण:

रु. 250.00

दुपयम निबंधक, अंधेरी-1

1x देयकाचा प्रकार: By Cash रु. 250/-

Kamla Landmark

Flat 7101 302

**THE COSMOS CO-OPERATIVE BANK LTD, PUNE**  
**FRANKING DEPOSIT SLIP**

**Customer Copy**

Branch: V. Parle (E) Date: 09-03-2007  
 Pay to: The Cosmos Co-operative Bank Ltd

Franking Value	Rs.	1,93,300/-
Service Charges	Rs.	81/-
Total	Rs.	1,93,380/-

Name & Address of Stamp duty paying party  
Ramesh C. Jain, Shanti Vihar h. Flats  
Plot No. 115, Vile Parle (E), Mumbai - 400 064

Tel. No. / Mobile No.: 26172853  
 Purpose of Transaction Deed of Transfer  
 in cash for Franking Documents Deed of  
Rs. 1,93,300/-

581182  
 186165 Tran ID  
 581182  
 80188  
 COSMOS BANK  
 VILE PARLE (E)  
 For The Cosmos Co-op Bank Ltd, Pune  
 For Franking  
 Service Tax Reg No  
 BFN 188/STC/PUN

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 2007-19  
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**DEED OF TRANSFER**

Deed Of Transfer made at Mumbai this 10<sup>th</sup> day of March, in the year Two Thousand And Seven:

Between

**Shri JITENDRA JAGMOHANDAS SHAH & Mrs. USHA JITENDRA**

SHAH, Adults, Indian Inhabitants, residing at Flat No. 302, Third

"Anand Kanchan Co-operative Housing Society Ltd., situate at Original

No. 115 and Final Plot No. 115 of Vile Parle Town Manning Scheme No. 1,

Phirozshah Mehta Road, Vile Parle (east) Mumbai 400 064, hereinafter

referred to and called as "The Transfers" (which expression shall unless it

repugnant to the context or meaning thereof mean and include their heirs

executors and administrators) of the FIRST PART,

D-5/STC/PUN/1004/06/2007  
 4/1762-44/04

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18.03.2007  
 The Cosmos Co-operative Bank Ltd, Vile Parle Branch, Mumbai  
 4/1762-44/04

*[Handwritten signatures and initials]*

AND

MR. PRAVIN BHAI J. SHAH, MR. MADHUKANT J. SHAH AND MR. HEMENDRA J. SHAH, adults, Indian Inhabitants, residing at 101, Shreegath Niwas, Podar Street, Santacruz (west), Mumbai 400 054, C/18, Neel Gagan, 7<sup>th</sup> Road, T.P.S-3, Santacruz (east), Mumbai-400 055 and 202, Kiran Bldg, 5<sup>th</sup> Road, TPS-3, Santacruz (east) Mumbai-400 055 respectively, hereinafter referred to as "the CONFIRMING PARTIES" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the Second Part

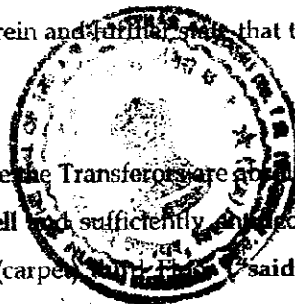
SHRI. RAMESH C. JAIN, Adult, Indian Inhabitant, residing at Ground Floor, Shanti Vimal, Pherozshah Mehta Road, Vile Parle (East), Mumbai - 400 057 hereinafter referred to as "Transferee" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators) of the Third part;

WHEREAS:

(A) The Transferors along with Mr. Jagmohandas Virji Shah (deceased) purchased the flat No. 302, admeasuring 630 sq.ft., (carpet) third Floor ("said flat") "Anand Kanchan Co-operative Housing Society Ltd., ("said Society") Phirozshah Mehta Road, Vile Parle ( east) , Mumbai 400 064 along with five fully paid up shares of Rs. 50/- (Rupees Fifty Only) each and bearing Nos. 046 to 050(both inclusive) having Share Certificate No. 10 ("Said Shares") (the said flat and the said shares are collectively referred to as the " said Premises") from Mrs. Jyotsna Vinaykant Gandhi ( as proprietor of M/s. Jeeve Enterprise ) ;

(B) The deceased is survived by Confirming Parties and the confirming parties have no objection if the said flat and the said shares is transferred in favour of the Transferee herein and further state that they no claim on the said flat or the said shares;

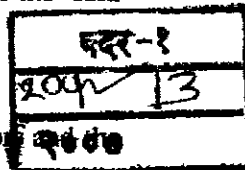
(C) In the premises narrated above the Transferors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the flat No. 302, admeasuring 630 sq.ft., (carpet) third Floor ("said flat") "Anand Kanchan Co-operative Housing Society Ltd., ("said Society") Phirozshah Mehta Road, Vile Parle ( east) , Mumbai 400 064 along with five fully paid up shares of Rs. 50/- (Rupees Fifty Only) each and bearing Nos. 046



Handwritten signatures and initials, including 'J. Shah', 'Gagan', 'B', and 'P. J.'.



to 050(both inclusive) having Share Certificate No. 10 ("Said Shares")  
(the said flat and the said shares are collectively referred to as the "said  
Premises");



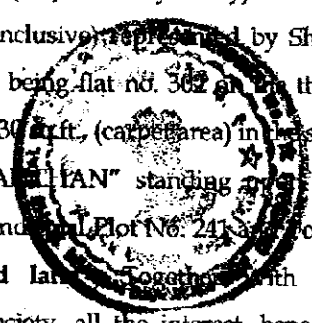
(D) Pursuant to negotiations held recently between the Transferors and the Transferee, the Transferors have agreed to sell and transfer, free from all encumbrances, to the Transferee, and the Transferee has agreed to purchase and acquire from the Transferors, the said Shares and the said Flat at or for the agreed lumpsum purchase price and consideration of Rs. 42,00,000/- ( Rupees Forty Two Lacs Only) subject to the provisions of Income Tax Act, 1961;

(E) The Transferors, the Transferee are desirous of recording the sale and transfer as follows;

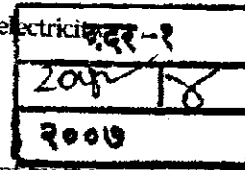
NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED,  
DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES  
HERETO AS FOLLOWS:

(a) The Transferors doth in consideration of the sum of Rs. 42,00,000/- ( Rupees Forty Two Lacs Only) being the entire lumpsum purchase price and consideration agreed to be paid to the Transferors by the Transferee (the payment and receipt whereof the Transferors doth hereby admits and acknowledges and of and from the same and every part thereof doth hereby releases, acquits and discharges the Transferee forever) hereby sells, assigns and transfers unto the Transferee, free from all encumbrances whatsoever, and the Transferee doth hereby purchases and acquires from the Transferors, the Transferors said five (5) fully paid-up Shares of the Anand Kanchan Co-operative Housing Society Limited, each having a face value of Rs.50/- (Rupees Fifty Only) bearing Distinctive no's 046 to 050 (both inclusive), represented by Share Certificate no.10 and the said Flat, being flat no. 302 on the third floor admeasuring approximately 630 sq.ft., (carpet area) in the said Building known as "ANAND KANCHAN" standing on the land bearing original Plot No.115 and Sub Plot No. 2413, Town Planning Scheme No. 11 ("said land") Together with the Transferors membership of the Society, all the interest, benefits, advantages, and privileges of and incidental to the Transferors membership of the Society And Together With the benefit of all

*Ryan*  
*Sh*  
*John*  
*Sh*



deposits lying to the Transferors credit in the books of the Society including the Transferors share of contributions to the Society's Sinking Fund and the benefit of deposits lying with Reliance Energy in respect of the electricity meter(s) installed for electricity supply to the said Premises;

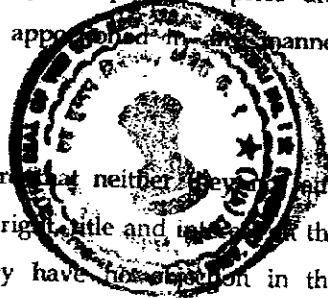


(b) In pursuance of the aforesaid sale, transfer and assignment by the Transferors to the Transferee, the Transferors have ceased to have any right, title and interest in the said Shares and the said flat the same having vested absolutely and exclusively in the Transferee, free from all encumbrances whereby the Transferee alone is absolutely and exclusively entitled to be admitted as a member of the Society and have the said Shares and the said flat duly transferred to its name;

(c) The said flat is more particularly described in the First Schedule hereunder written;

2. It is clarified that the said lumpsum purchase price and consideration of Rs. 42,00,000/- ( Rupees Forty Two Lacs Only) paid in full, as aforesaid, by the Transferee to the Transferors, is the entire lump sum purchase price and consideration for the sale and transfer of the said Shares and the said Flat, together with the Transferors membership of the Society, and all the interest, benefits, advantages and privileges of and incidental to the Transferors membership of the Society, and also the benefit of all deposits lying to the Transferors credit in the books of the Society, including the Transferors share of contributions to the Society's Sinking Fund and the benefit of deposits lying with Reliance Energy in respect of the electricity meter(s) installed for electricity supply to the said Premises and accordingly the said lumpsum purchase price and consideration cannot and shall not be approached in any manner howsoever between the above.

3. The Confirming Parties state and declare that neither they nor any person claiming through them have any right, title and interest in the said flat and the said shares and they have no objection in the Transferors transferring the said premises to the transferee.



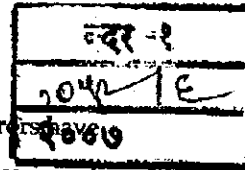
4. The Transferors confirms having delivered to the Transferees on the execution hereof:

- (a) The original Share Certificate no. 10 issued by the Society in respect of the said Shares and the said flat;
- (b) The original no objection/consent letter issued by the Society to the Transferors;
- (c) The latest original Society bill for maintenance charges/ outgoings payable in respect of the said Shares and the said Flat, with the Society's endorsement of receipt of payment thereon;
- (d) The latest original electricity bills in respect of the electricity supply to the said Flat (duly paid);
- (e) A Declaration-cum-Indemnity executed by the Transferors;
- (f) A Power Of Attorney executed by the Transferors in favour of the Transferee or its nominees;
- (g) A letter of possession in respect of the said Flat addressed by the Transferors to the Transferee;
- (h) A letter addressed by the Transferors to Reliance Energy for transfer of the electric meter(s) installed in respect of the said Flat to the name of the Transferee;
- (i) A letter addressed by the Transferors to the Society, intimating to it the completion of the sale and transfer of the said Shares and the said Flat to the Transferee;
- (j) Society Transfer Forms prescribed under the Maharashtra Co-operative Societies Act, 1960, duly signed by the Transferors;
- (k) A (duly notarised) Society Declaration prescribed under the Maharashtra Co-operative Societies Act, 1960 executed by the Transferors; and,

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- (l) Various other writings pertaining in respect of sale and transfer herein of the said Shares and the said Flat;



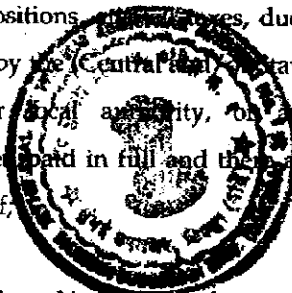
4. Simultaneously with the execution of these presents the Transferors have delivered to the Transferee the quiet, vacant and peaceful possession of the said Flat together with all the fixtures and fittings therein. The Transferors hereby agree and confirm that the Transferee shall be entitled to hold, possess, use, occupy and enjoy the said Flat and every part thereof without any lawful suit, interruption, claim or demand whatsoever from or by the Transferors any person or persons claiming or from, through, under or in trust for the Transferors.

5. The Transferors hereby warrants, represents and declares to the Transferee as follows:

- (a) The Transferors have not sold or transferred or agreed to sell or transfer the said Shares and the said Flat to any other persons/parties and/or collected or received any amounts/consideration in respect thereof;

- (b) The Transferors have been, till date, in exclusive possession, use, occupation and enjoyment of the said Flat, and have not created any lease, tenancy, licence, mortgage, charge, lien, encumbrances, or third party rights of any nature whatsoever, in respect of the said Shares and the said Flat, and the said Shares and the said Flat is free from all encumbrances, charges, claims, liens and/or demands whatsoever;

- (c) There is no prohibitory order, or order of attachment of Income Tax or other authority in respect of the said Shares and the said Flat, in respect of any taxes or impositions, duties, dues, duties, levies, impositions etc. levied by the (Central/State) Government, any public body or local authority, or any department of Government have been paid in full and there are no outstanding dues in respect thereof;

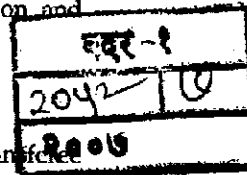


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D.

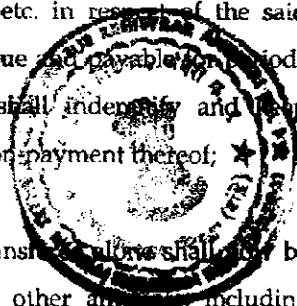
- (d) The Shares and the said Flat are not the subject matter of any suit, action, claim, demand, litigation or attachment either before or after judgment, and there is no dispute of any kind between the



Transferors and the Society or any of the other owners/occupants in the Society's Building, with regard to the Transferors membership of the Society and/or its exclusive possession, use, occupation and enjoyment of the said Flat;

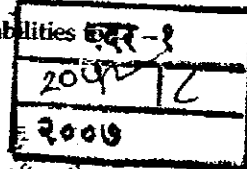


- (e) By virtue of the sale and transfer recorded herein, the Transferor has acquired a clear and marketable title, free from all encumbrances, claims and demands, in and to the said Shares and the said Flat;
6. The Transferors hereby agree and undertake that they shall, at any time hereafter as and when called upon by the Transferee sign and execute all such further and other deeds, documents, instruments, writings and assurances as may hereafter be required by the Transferees for the purpose of transferring to and vesting in the Transferee the said Shares and the said Flat.
7. (a) The Transferors declares having paid all rates, taxes, assessments, Society maintenance charges and outgoings, and all capital contributions demanded by the Society and all other charges and amounts due or payable by the Transferors in respect of the said Shares and the said Flat for all periods upto the date hereof and shall indemnify and keep indemnified the Transferee against non-payment thereof. If need be the said amounts shall be brought into account and apportioned in respect of the period upto the date hereof;
- (b) The Transferee shall pay and discharge all liabilities, taxes, Society outgoings and maintenance charges etc. in respect of the said Shares and the said Flat chargeable, due and payable for periods on and after the date hereof and shall indemnify and keep indemnified the Transferors against non-payment thereof;
8. The Transferors hereby confirm that the Transferors shall be entitled to the benefit of all deposits and other amounts, including contributions made to the Sinking Fund, standing in the name of the Transferors to the credit of the said Flat, in the books of the said Society all of which now stand transferred to the Transferee.



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C. B. Bhan  
B.

9. The transfer fees, donations and other charges and contributions, by whatever name called, payable to the said Society for the transfer of the said Shares and the said Flat to the Transferee shall be borne and paid by the Transferors and the Transferee in equal moieties. In the event the Society requires that such amounts are to be paid by either the Transferors or the Transferee alone (and not by both), then the non-paying party shall reimburse their one-half ( $\frac{1}{2}$ ) share of such liabilities to the party who is required to make payment of the same.



The Transferors and the Transferee shall, as soon as possible after the execution hereof, lodge the original (duly stamped) copy of these presents for registration with the Office the Sub-Registrar of Assurances at Mumbai and respectively admit execution hereof in accordance with the Indian Registration Act, 1908. The original registered copy of these presents shall be retained by, and be the property of, the Transferee and the duplicate copies hereof shall be retained by, and be the property of the Transferors respectively.

The Transferee shall bear and pay the stamp duty prescribed under the Bombay Stamp Act, 1958 and the registration charges prescribed under the Indian Registration Act, 1908 upon the original copy these presents. The Transferors on the one hand and the Transferee on the other hand shall bear and pay their own separate Advocates and Solicitors costs, charges and expenses.

As required by the Income-tax (Sixteenth Amendment) Rules, 1998:

- a) The Transferors states as under:

We are assessed to Income Tax and the Permanent Account Number allotted to us is BJXPS4309E;



- b) The Transferee states as under:

I am assessed to Income Tax and the Permanent Account Number allotted to me is AABPJ0921C;

*Ref*  
*[Signature]*  
*[Signature]*  
*[Signature]*



IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals to these presents (in triplicate) the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Description of the Said Property)

All that the Flat being Flat No.302 on the third floor, admeasuring 630 sq.ft (carpet), of the property known as "Anand Knachan" on the plot of land bearing C.T.S No.1259, 1259/1 to 7, situate at Sir Phirozshah Mehta Road, Vile Parle ( East ) , Mumbai 400 064 and bearing Original Plot No. 115 and Final Plot No. 241 of Vile Parle Town Planning Scheme No. 11.

**SIGNED and DELIVERED**

by the withinnamed Transferors

Shri. JITENDRA JAGMOHANDAS SHAH

Mrs. USHA JITENDRA SHAH and

in the presence of ...

Shyama

**SIGNED AND DELIVERED**

by the withinnamed CONFIRMING PARTIES

1. PRAVIN BHAI J. SHAH,

2. MADHUKANT J. SHAH AND

3. HEMENDRA J. SHAH

in presence of

1. Shyama  
2. Shyama

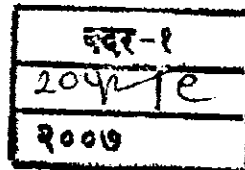
**SIGNED and DELIVERED**

by the withinnamed Transferee

SHRI. RAMESH C. JAIN

in the presence of ...

Ramesh C. Jain  
Shri. Ramesh C. Jain



Shyama  
Shyama

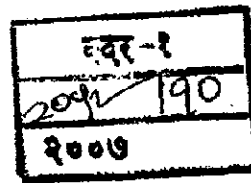
P. J. Shah

M. J. Shah  
M. J. Shah

Ramesh C. Jain



**RECEIPT**



Received of before the date hereof of and from the withinnamed  
Transferee of Shresh Jain, the sum Rs. 42,00,000/- ( Rupees Forty Two Lacs  
Only) being the entire purchase price and consideration agreed to be paid by  
the Transferee within mentioned from which an amount of Rs. 9,42,480 /-  
( Rupees Forty Two Thousand Four Hundred & Eighty Only ) has  
been deducted towards TDS to be paid to the Income Tax Authorities on behalf of the  
Sellers vide cheque dated 10/03/2007 , bearing No. 216529 drawn on  
Corporation Bank, Vile Parle (east) Branch and balance amount of  
Rupees 32,57,520/- ( Rupees Thirty Two Lacs Fifty Seven Thousand Five Hundred  
and Twenty ) to the Transferors vide pay order/cheque dated 10/03/2007  
bearing No. 176 drawn on Corporation Bank, Vile Parle (east) Branch.

We Say Received:

*File*  
*Shri Jagendra Shah*

*Shri Jagendra Shah*

Shri. JITENDRA JAGMOHANDAS SHAH

Usha Jagendra Shah

Mrs. USHA JITENDRA SHAH

(Transferors)

Witnesses

1. *[Signature]*
2. *[Signature]*





EXTRACT FROM THE PROPERTY REGISTER CARD

City Survey सिटी सर्वे Taluks तलुक District जिल्हा

दफ्तर-१
2042/99
१००७

City Survey Number	Area	Tenure	Particulars of assessment of rent paid to Government and when due for revision.
2242	१००७	C	३३-७-८३ पर्यंत १००७-४०

Enclosures -

Holder in 19  
Origin of the title (so far as traced)

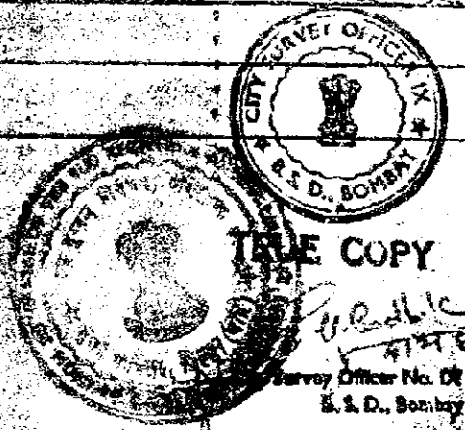
Leasee -

Other arrangements

Other Remarks -

State	Trade-action	Vol. No.	Holder (H)	Leasee (L)	Attention
१००७	१००७	१००७	१००७	१००७	१००७
१००७	१००७	१००७	१००७	१००७	१००७
१००७	१००७	१००७	१००७	१००७	१००७
१००७	१००७	१००७	१००७	१००७	१००७
१००७	१००७	१००७	१००७	१००७	१००७
१००७	१००७	१००७	१००७	१००७	१००७
१००७	१००७	१००७	१००७	१००७	१००७
१००७	१००७	१००७	१००७	१००७	१००७
१००७	१००७	१००७	१००७	१००७	१००७

१००७ १००७  
१००७ १००७



महानगरपालिका  
MUNICIPAL CORPORATION OF GREATER BOMBAY

कार्यकारी अभियंता इमारती प्रस्ताव  
(अभिप्रेत) - इमारती प्रस्ताव

557 /BSII/AK  
JAN 1981

204	92
२००७	

to  
Shri B.G. 19 Architect,

Occupation for building on plot No. 241, P.M. Road,  
Beparle(E).

Sir,

Re your letter No. 1262/81 of 15-1-81.

With reference to the above, I have to inform you that  
there is no objection to your client occupying the premises  
as shown in the completion plans submitted by you after  
obtaining connection and subject to the following  
conditions: should be complied with within THREE months  
from the date of receipt of the certificate.

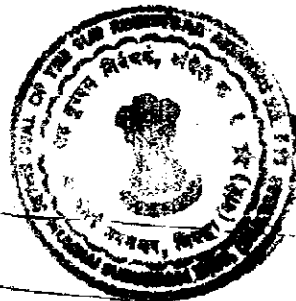
1. That the certificate under Section 270A of the Bombay  
Municipal Corporation Act for adequate water supply should  
be obtained from a Hydraulic Engineer.

Please also note that if any of the users mentioned in  
the approved plans are found changed without prior permission  
from the Municipal Corporation, this occupation certificate  
granted to your client will be treated as cancelled and steps  
will be taken to cut off the water connection granted to your  
client.

Yours faithfully,

*[Signature]*  
Assistant Engineer, Hldg. -  
Proposals (Western Suburbs) K-2

*[Signature]* 3 H. 11  
Tamil. R. 11





architects  
consulting engineers  
valuers  
interior designers

1. neelanjani • parthasarathi road  
vile parle (east) • Mumbai-400 057  
tel.: 2612 8809 / 2619 1321 • fax 2613 0486  
e mail : avvora@vsnl.net

Ref No. VLP/158/2005.

Date - 12/03/2005.

दर-१
204493
२००७

**TO WHOMSOEVER IT MAY CONCERN**

Re- Proposed building on plot bearing C.T.s.No.1259,1259/1 to 7 of Village  
Vile-Parle ( East), at P.M.road. Vile Parle ( East), Mumbai.

This is to put on record that rear portion of above said building consisting  
of Ground + 3 upper floors constructed has been without lift in about 1980  
& the occupation certificate for the same has been received on 31  
Jan.1981.

Thanking you,

Yours Faithfully,

*(Signature)*

(A.N.BHALERAO)  
For A.V.Vora Associates Pvt.Ltd.







11/03/2007

दुय्यम निबंधक

दस्ता गोपवारा भाग-1

वदर

दस्ता क्र 2052/2007

11/03/2007

वदर (गोपवारा)

दस्ता क्रमांक : 2052/2007

दस्ता प्रकार : कारनामा

पक्षकारांचे नाव व पत्ता

पक्षकारांचा प्रकार

छायाचित्र

अभ्याचा ठसा

पक्षकारांचा पत्ता

मान्यता देणार

पक्षकारांचा पत्ता

वय 81

पक्षकारांचा पत्ता

सही

पक्षकारांचा पत्ता

पक्षकारांचा पत्ता

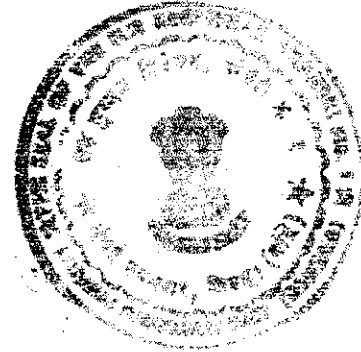
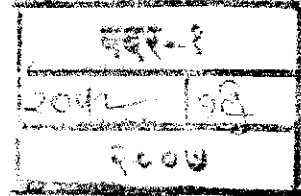
पक्षकारांचा पत्ता

पक्षकारांचा पत्ता

पक्षकारांचा पत्ता

पक्षकारांचा पत्ता

पक्षकारांचा पत्ता



दस्त गोपवारा भाग - 2

बदरः

दस्त क्रमांक (2052/2007)

दस्त क्र. [बदर-1-2052-2007] चा गोपवारा  
बाजार मुल्य : 3781393 गोपदला 4200000 भरलेले मुद्रांक मुल्य : 192600

दस्त हजर केल्याचा दिनांक : 12/03/2007 11:39 AM

निष्पादनाचा दिनांक : 12/03/2007

दस्त हजर करणा-याची सही :

*[Signature]*

पावती क्र. 2068 दिनांक: 12/03/2007

पावतीचे वर्णन

नांव: रमेश सी. जैन

30000 : नोंदणी फी

320 : नक्कल (अ. 11(1)), पृष्ठकिनायी नक्कल (अ. 11(2)),

रजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ्री

30320: एकूण

उ. निबंधकाची सही, अंबेरी 1 (बांद्रा)

दस्ताचा प्रकार : (25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 12/03/2007 11:39 AM

शिक्का क्र. 2 ची वेळ : (अंश) 12/03/2007 11:45 AM

शिक्का क्र. 3 ची वेळ : (कबुली) 12/03/2007 11:47 AM

शिक्का क्र. 4 ची वेळ : (ओळख) 12/03/2007 11:47 AM

दस्त नोंद केल्याचा दिनांक : 12/03/2007 11:47 AM

ओळख :

खालील हसन असे निवेदीत करताच की, वे. निबंधक कडून जेव्हा याच व्यक्तीस ओळखतात, व त्यांची ओळख पटवितात.

याची एस मशी - - - घर/फ्लॅट नं. ए-100

शहर/गाव :-

जिल्हा :-

पंच/वसुधतः शिक्षा नगर

हजर/पावती सही

मातृका :-

दिनांक :-

घर/फ्लॅट नं. परीलामाई

समाप्तीचा नाव :-

दस्त नं. :-

पेट/वसाहत :-

शहर/गाव :-

तालुका :-

पिन :-

अवधि कर देत येई की, वा  
समाप्तीचा दस्त... 910... कर देत येई

सह. मुख्य निबंधक, अंबेरी-क. 1  
मुंबई उपनगर जिल्हा

उ. निबंधकाची सही  
अंबेरी 1 (बांद्रा)

बदर-1  
204-1910  
2000



बदर-1/204-1/2000

पुस्तक क्रमांक 1. क्रमांक 1. वर

मातृका.

दिनांक: 9213106

सह. मुख्य निबंधक, अंबेरी-क. 1,  
मुंबई उपनगर जिल्हा.



सह. मुख्य निबंधक, अंबेरी क. 1  
मुंबई उपनगर जिल्हा.

DSUMRY:0524568123 2 Properties on: 12/03/2007 11:47:35



श्री./श्रीमती. भद्रेश डोडिया  
यांना त्यांचे ता. 9216194 नक्कल अर्ज क्र.  
च्या अर्जानुसार नक्कल दिली. 1609/094  
दिनांक 2016194 पारवती क्र.

सह. मुख्य निबंधक अंबेरी-1.