

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvco21@gmail.com/rkvco2166@gmail.com

To,

16th January, 2017

The Chief Manager,
MSME Cluster Mumbai (South Mumbai)
Oriental Bank of Commerce
Ground Floor, Dalamal Tower,
B Wing, Nariman Point
Mumbai - 400 021.

Dear Sir/Madam,

Sub.: Property/Flat No. 501, on the 5th Floor in Wing "A" of the building Parshwa Padma admeasuring 63.43 sq. mtrs. Or thereabouts carpet area (inclusive of the areas of balconies), Muthaliya Residency Co-operative Housing Society Ltd., 2/126, Muthaliya Residency, Dattaram Lad Marg, Kalachowky, Mumbai - 400 033 and owned by 1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar.

Re : Professional Bill

Sr. No.	Brief Particulars	Amount Payable
1	Flat No. 501, on the 5 th Floor in Wing "A" of the building Parshwa Padma admeasuring 63.43 sq. mtrs. Or thereabouts carpet area (inclusive of the areas of balconies), Muthaliya Residency Co-operative Housing Society Ltd., 2/126, Muthaliya Residency, Dattaram Lad Marg, Kalachowky, Mumbai - 400 033 and owned by 1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar.	Rs. 5500.00
	Total Amount Payable	Rs. 5500.00

Please deposit/transfer the professional fees of Rs. 5500/- in the **Oriental Bank of Commerce SB Account No. 10712191003797** in the name of **Ravikumar Varanasi, IFSC CODE: ORBC0101071**.

Thanking you,

Yours faithfully,

For Ravikumar Varanasi & Co.



Ravikumar Varanasi
Advocate



Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

16th January, 2017

To,
The Chief Manager,
MSME Cluster Mumbai (South Mumbai)
Oriental Bank of Commerce
Ground Floor, Dalamal Tower,
B Wing, Nariman Point
Mumbai - 400 021.

Dear Sir/Madam,

Sub.: Property/Flat No. 501, on the 5th Floor in Wing "A" of the building Parshwa Padma admeasuring 63.43 sq. mtrs. Or thereabouts carpet area (inclusive of the areas of balconies), Muthaliya Residency Co-operative Housing Society Ltd., 2/126, Muthaliya Residency, Dattaram Lad Marg, Kalachowky, Mumbai - 400 033 and owned by 1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar.

Please find enclosed herewith the original title report and search e-challan in respect of the above captioned property/unit/flat.

You are requested to kindly consider the same.

Yours faithfully,

For Ravikumar Varanasi & Co.


Ravikumar Varanasi

Advocate



Encl : As above

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

To,
The Chief Manager,
MSME Cluster Mumbai (South Mumbai)
Oriental Bank of Commerce
Ground Floor, Dalamal Tower,
B Wing, Nariman Point
Mumbai – 400 021.

16th January, 2017

Dear Sir/Madam,

Sub.: Property/Flat No. 501, on the 5th Floor in Wing "A" of the building Parshwa Padma admeasuring 63.43 sq. mtrs. Or thereabouts carpet area (inclusive of the areas of balconies), Muthaliya Residency Co-operative Housing Society Ltd., 2/126, Muthaliya Residency, Dattaram Lad Marg, Kalachowky, Mumbai – 400 033 and owned by 1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar.

I, on the basis of the copies of title deeds forwarded to me pertaining to the said immovable property and the other information submitted by you, have conducted a detailed search and investigation and submit my report as under:

1. Name and address of the Mortgagor/Title Holder : 1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar, residing at 1402, Sumer Tower, Building No. 2, 14th Floor, Seth Matisha Road, (Lovelane), Mazgaon, Mumbai – 400 010.

2. Description of immovable property :-

Plot No. / Property No.	Area (in sq.yds./sq. mtrs/sq. ft. / acres/hectares)	Location	Boundaries
Being Flat No. 501, on the 5 th Floor in Wing "A" of the building Parshwa Padma admeasurin	Area of Flat No. 501 is 63.43 sq. mtrs. or thereabouts carpet area (inclusive of the areas of balconies) (As per Agreement dated 17 th June, 2010.)	At Cadastral Survey No. 2/126 of Parel Sewree Division, situated at Dattaram Lad Marg, Kalachowky, Mumbai – 400 033.	Not provided in the Agreement dated 17 th June, 2010.



Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc021@gmail.com/rkvco2166@gmail.com

<p>3. 63.43 sq. mtrs. Or thereabouts carpet area (inclusive of the areas of balconies), Muthaliya Residency Co-operative Housing Society Ltd., 2/126, Muthaliya Residency, Dattaram Lad Marg, Kalachowky, Mumbai - 400 033.</p>			
---	--	--	--

The Chain of title deeds scrutinized by me		As per Annexure attached herewith
As Per Annexure - A		
<p>i) Search in Sub-Registrar's Office</p> <p>(Location of property of the sub-district within which the property is located and the address of the registering officer. In case the property is situated in more than one sub-districts/districts, the particulars of all the concerned sub-districts/districts and address of the registering offices to be given)</p>		Sub Registrar Mumbai City
<p>ii) Search and Investigation</p> <p>(The search in the records such as index No.1, Index</p>	<p>1] It is observed from the Agreement dated 17th June, 2010 between M/s. Sharpmind Developers (Vendor) and 1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar (Purchasers) that prior to 24th August 1982, one Western India Spinning</p>	

[Signature]

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.

Tel : 2369 6072, Mobile : 9323272578, email id : rkvco21@gmail.com/rkvco2166@gmail.com

No.2, Book No.1/Supplementary Book No.1 should be made at least for the past 13 years to trace any encumbrance is created on the property. A brief narration may be given on the route and chain of title to the extent of complete chain and how the title is conferred on the mortgagor. The details of the books/indexes searched by Advocate to be stated. In the event of any break in the chain of title, the details thereof specifying how the break in the chain of title took place to be stated and opinion as to whether it would vitiate Bank's creation of mortgage over the property be given. In case of any mortgage, charge or encumbrance subsists over the property; the same may be highlighted so that the Bank shall avoid the said property. Confirm and state that the original title deeds submitted are originals registered before the Registrar of Assurance) and proper stamp duty	& Manufacturing Co. Ltd. (thereinafter referred to as "the said Company") carried on the business of manufacturing textiles, etc. on lands bearing Cadastral Survey No. 2/126 of Parel-Sewree Division more particularly described in the First Schedule thereunder written and situate at Dattaram Lad Marg. Kalachowky, Mumbai 400 033 (which lands are thereinafter referred to as "the said lands"). 2] It is further observed that on promulgation of the Maharashtra Textile Companies Acquisition and Transfer of Undertakings) Ordinance, 1982, on 24 August 1982, all the right title and interest of the Company in relation to its Undertaking stood transferred to and vested absolutely in the Government of Maharashtra and by virtue of Section 3(2) thereof, upon such vesting, the same stood transferred to and vested in the Maharashtra State Textile Corporation Ltd. (thereinafter referred to as "the Corporation"), freed and discharged from all trusts obligations mortgages charges liens and other encumbrances affecting it, and thereupon any attachment injunction decree or order of any court restricting the use of such property in any manner also stood withdrawn on the said date, and the management of the Company was thereafter carried on in accordance with the Regulations made by the Corporation in such behalf with the previous approval of the State Government; consequent on such acquisition, the Company become a division of the Corporation. 3] It is further observed that the said Ordinance was subsequently replaced by the Maharashtra Textile Companies (Acquisition and Transfer of Undertaking) Act, 1982 on 13 th October 1982. 4] It is further observed that in the premises, the Corporation became well and sufficiently entitled,
--	---

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

has been Paid.

inter alia, to the said lands.

5] It is further observed that the Mill working on the said lands came to be closed on and with effect from 1st June 2002, thereupon with due sanction and permission from the State Government, the Corporation offered the said lands for sale on as-is-where-is condition pursuant to an open bid on 2nd January 2003 on and subject to the terms and conditions set out in the tender document issues for the purpose.

6] It is further observed that one Sharpmind Developers (India) Pvt. Ltd. offered to purchase the said lands from the Corporation at a price bid by it, and the said bid being the highest, was approved by the Board of Directors of the Vendor in its meeting held on 21st January 2003, and thereafter on approval thereof by the Government of Maharashtra, the said offer was accepted.

7] It is further observed that the said Sharpmind Developers (India) Pvt. Ltd. within the time allowed to it, discharged the entire amount bid by and the Corporation thereupon placed the said Sharpmind Developers (India) Pvt. Ltd. in possession of the said lands,.

8] It is further observed that pursuant to an agreement dated 24 February 2005 arrived at between the said Sharpmind Developers (India) Pvt. Ltd. and the Promoters, the Corporation transferred the benefit of the agreement to purchase the lands more particularly described in the First Schedule hereunder written to and in favour of the Promoters, and nominated the Promoters to take a Conveyance of the said lands.

9] It is further observed that pursuant to the nomination made by the said Sharpmind Developers

h

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvco21@gmail.com/rkvco2166@gmail.com

(India) Private Ltd. the Corporation has on 24th June, 2005 executed a Conveyance of the portion more particularly described Firstly in the Second Schedule thereunder written in favour of the Promoters for the consideration and in the manner therein appearing the said Conveyance is registered at the Mumbai Sub-Registry under Serial No. BBE/2/5988 of 2005 on 24th June 2005.

10] It is further observed that the Promoters are developing a Complex of Multi storeyed buildings known as MUTHALIYA RESIDENCY with a health club, swimming pool and a Jain Temple on the lands more particularly described Firstly in the Second Schedule thereunder written, with the intention of selling the various premises in the buildings constructed in the said Complex to interested persons on 'ownership' basis, and in due course on completion of construction of all the buildings and structures in the said Complex and development of the said lands, and on receipt by the Promoters of all amounts due and receivable by them from the premises-purchasers in the said Complex, and on registration by the premises-purchasers in the said Complex, and on registration by the premises-purchasers in the said Complex of one or more Co-operative Societies, and further on formation of an apex Co-operative Society by such Societies, to grant to such Apex Society a Conveyance of the said lands and the buildings, structures and other facilities constructed thereon or provided therein, with a further covenant by the apex Society to execute in favour of individual Societies a lease of their respective building/s and the lands underneath thereto for the term in perpetuity, subject to observance and performance of the conditions contained in the Lease, and subject to payment of a proportionate share of the maintenance expenses for the common portions of the said Complex.

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvc2166@gmail.com

11] It is further observed that the Promoters have in Phase-1 of the Project, proposed to be constructed over several phases, pursuant to building plans sanctioned by the Municipal Corporation of Brihan Mumbai constructed on the lands more particularly described in the First Schedule hereunder written a building Madhuban comprising of stilt and 7 upper floors and another building Parshwa Padma having two wings, Wing A comprising of stilt and 22 upper floors and Wing B comprising of stilt and 20 upper floors with a podium running through the entire length of the two buildings and the open space between the same (in the manner shown in the plan annexed hereto and marked Annexure "I" and have obtained Occupation Certificate for the same on 11th May 2007 and 31st March 2009 respectively; the Promoters have also constructed a swimming pool between the two buildings with a health club at the first level of Parshwa Padma Wing B; the Promoters are constructing a Jain Temple on a portion of the said lands as shown on the sketch Annexure "I" thereto.

12] It is further observed that the Promoters being entitled to obtain a conveyance of the remaining portions of the lands comprised in the First Schedule hereunder written (i.e. other than the lands more particularly described in the Second Schedule hereunder written) have in compliance of various requirements under the Development Control Regulations and also pursuant to the reservations under the development plan transferred or in the process of transferring the lands to the extent also named therein below by obtaining transfers directly in favour of such authorities, viz.

Maharashtra Housing & Area Development	1009.83 sq. mtrs.
---	-------------------

2

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

Authority		
Municipal Corporation of Greater Mumbai (towards RG)	1234.24 sq. mtrs.	
Municipal Corporation of Greater Mumbai for road widening	414.75 sq mtrs	
Municipal Corporation of Greater Mumbai for Pathway	147.50 sq. mtrs	
Municipal Corporation of Greater Mumbai for access	334.90 sq. mtrs.	

13] It is further observed that the Buyer has expressed his desire to acquire a premises in Parshwa-Padma/Madhuban constructed by the Promoters on a portion of the said lands as aforesaid, and the Promoters have explained to the Buyer that they would at this stage be willing to sell premises in the said Complex to the Buyer, only subject to the Buyer, at the threshold accepting the Scheme of the Promoters as set out in recital Clauses 14 and 15 below, and further also subject to his accepting the conditions set out in recital Clauses 16 and 20 below, and further also subject to the stipulation that the acquirers of premises in the said buildings shall have no claim to any other part of the said lands, or can make any claim or raise any objection to the development of the other portions of the said lands, or to any decision that the Promoters may take in respect of any of the matters set out in Clauses 14, 15, 16 and 20, it being the clear intention of the parties that the Promoters shall have total discretion in the matter of development and maximum exploitation of the



Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel. 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

remaining portions of the said lands, and shall be entitled to develop, construct, sell and dispose of premises in buildings constructed on the said lands, without being objected to by the acquirers of premises in any individual building (including the Buyer herein); such acquirers of premises in the said buildings shall limit their claims only to the building aforesaid, and the land underneath the same, to the extent referred to herein, and shown on the plan, Annexure "I" thereto; the Buyer expressly and irrevocably confirms acceptance of the Scheme of development of the said lands by the Promoters.

14] It is further observed that the Promoters intend, in Phase-II of the Project, after getting building plans sanctioned from the Corporation, to construct on the south-eastern portion of the said lands a building called Bhairaav House comprising of ten usable floors and six parking floors above the podium at the ground level and sell the premises therein to interested persons on 'ownership' basis; the Promoters also intend in further Phases of development of the said lands to-

a) lay out three additional floors over Wing 'B' of the building Parshwa - Padma and one additional floor over the building Madhuban,

b) if permitted by the concerned authorities, to annexe one or more of the lands abutting alongside the lands more particularly described in the First Schedule hereunder written and develop such lands either by themselves solely or jointly with other persons as part of the same Complex under such provision of the Development Control Regulations, 1991 as such lands as may be capable of being developed and to share and/or extend the amenities, facilities and services provided in the said Complex to the portions so developed,

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

c) in the alternative to Clause 14(b) above, make available the use of amenities, facilities and services provided in the Complex, like car parking spaces, swimming pool, health club, temple complex and other amenities for use by the acquirers of premises in the buildings constructed on one or more of the lands abutting alongside the land more particularly described in the First Schedule thereunder written.

d) offer for the use of acquirers of promises in any one or more of the buildings constructed / to be constructed on lands abutting the land more particularly described in the First Schedule hereunder written a right of way by foot or by vehicles, or both.

e) construct a Jain Temple on a portion of the said lands and in due course to vest the "ownership" of the temple with proportionate share in the land area in a Trust or Society registered under the provisions of the Societies Registration Act, 1860.

15] It is further observed that the Promoters have also disclosed to the Buyer that as part of their Scheme for development of the said lands-

a. they propose to sell premises in the different buildings constructed on the said lands on 'ownership' basis to interested persons, and from independent co-operative societies in respect of one or more buildings, and an apex co-operative Society comprising of individual societies with the ultimate intention to transfer and convey the said lands to such Apex Co-operative Society- with the further intention that such Apex Co-operative Society will grant a lease to individual member-Societies of their respective building/s and the lands underneath the same.

b. the Apex Co-operative Society would look after, maintain and manage the common amenities, facilities and services like water/electric supply lines, internal

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvco21@gmail.com/rkvco2166@gmail.com

roads, telephone cables, street lighting, fire-fighting arrangements, electric sub-station, drainage/sewer lines, recreation grounds and other related matters; the individual Society would be in independent management of all matters relating to the concerned building, but matters relating to the said lands and/or common portions thereof (i.e. excluding the portions to be transferred to the Trust/society aforesaid) would be subject to the governance of the Apex CO-operative Society, and

c. in a subsequent phase of development, they intend to construct on the south-eastern side of the said lands more particularly described Firstly in the Second Schedule hereunder written as part of the same Complex a building (tentatively named Bhairaav House) comprising of ten usable floors, with six additional floors comprising of parking areas; this building would also rise from the same podium as the buildings Madhuban and Parshwa-Padma, be touching and contiguous to be the above two buildings.

16] It is further observed that the Promoters have disclosed to the Buyer that the Promoters shall be entitled to sell, avail of and exploit the total potential of the said lands more particularly described in the First Schedule hereunder written in such manner as may be permitted without affecting the premises agreed to be sold to the Buyer in its area, location or shape; the Promoters have explained to the Buyer that at this stage however, the total buildable area and the layout and design of the component structures, to the extent to be hereafter developed by the Promoters, including as to whether they would be only multi-storeyed buildings (including also whether they would be touching buildings or stand-alone buildings) is tentative, and subject to change as per provisions of law and Development Control Regulations in force



Ravikumar Varanasi & Co.

Advocate & Legal Consultants

17th Floor 52, 1st House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel: 2362 8771 Mobile: 9321212578, email id: rkvc21@gmail.com / rkvc2166@gmail.com

from time to time, and is still uncertain on account of the following:

i) the availability of the right of construction, the cost of claiming the same, the demand for premises, the price prevailing for premises and other relevant factors.

ii) the extent of area that may be consumed by bringing in the benefit of construction permissible on other lands, if and when permitted.

iii) the extent of construction that may become permissible on account of surrender / transfer of the portions earmarked for transfer to the Maharashtra Housing & Area Development Authority and the Municipal Corporation of Brihan Mumbai, as required under the provisions of the Development Control Regulations, 1991.

iv) the extent of area becoming permissible against payment of premium, i.e. additional construction becoming permissible on account of area lost in the staircase lift block, which itself is dependent on the composition of the buildings and the designs thereof, which is itself subject to change.

v) the prospect and possibility of the promoters developing one or more of the lands abutting the said lands as part of the said Complex or participating in the development thereof in a material way, and

vi) being a large Complex proposed to be developed over an extended period of years, the policy regulating construction itself is subject to change during the period of development of the said complex.

17) It is further observed that the promoters are at present offering premises for sale in the aforesaid two buildings Parshwa-Padma and Madhuban, alone and are executing Agreements similar hereto in respect of

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

the sale of premises in the said two buildings on 'ownership' basis to the members of the public.

18] It is further observed that the Promoters reserve to themselves the right to finalise the remaining part of the construction on the said lands and Complex (including but not limited to the number and composition of the buildings their layout and the number of premises therein, the user of individual premises etc. and the several matters set out in recitals Clauses 14 and 16 above at their discretion, and as may be sanctioned permitted by the appropriate authorities from time to time.

19] It is further observed that the Promoters have explained to the Buyer that save and except for the portion of the buildings which may be specifically earmarked for use of purchasers of specified units therein, the remaining portions thereof shall be available for common use by acquires of all premises in the said buildings, the Promoters have further explained to the Buyer that it proposes to sell allot premises and rights for exclusive use of Car Parking Spaces below and at the podium level and under the stilt also on 'ownership' basis, and shall enter into separate agreements for sale/allotment of such premises and rights to different persons on substantially similar terms and conditions.

20] It is further observed that the Promoters have disclosed to the Buyer that-

a) the Promoters have granted to the acquirers of premises on the 21st and 22nd floors in Wing "A" of Parshwa Padma exclusive right to use the swimming pool and the open garden on a portion of the 21st floor of Wing B and the open garden on the 23rd floor of Wing A of the building Parshwa Padma.

b) the Promoters have covenanted with the said

2

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

buyers of premises on the 21st and 22nd floors of Wing "A" of Parshwa Padma that in view of their having obtained exclusive right to use the swimming pool and garden provided on the 21st floor of Wing B and the open garden on the 23rd floor of Wing A of the building Parshwa Padma, they shall not be liable to contribute towards the use, maintenance and management of the swimming pool and health club provided for the general use of premises-purchasers in the Complex, so long as they do not use or avail of the same; they have further covenanted with the said buyers that in the event any such acquirer of holder claims to use and avail of the said facilities as appurtenant to the remises held by them, they shall be entitled to do so, and the other acquirers of premises in the said Complex shall not be entitled to prevent them (or any of them), subject only to such buyer contributing towards the proportionate charge of maintenance, repair and management of the said services and facilities on the same basis as collected from other premises-purchasers in the Complex prorate for the period of such use,

c) the Promoters would be providing parking areas in the building Bhairav House for sale / allotment of acquirers of premises in the building Bhairav House, and for exclusive use by them,

d) the Promoters would also be granting to the acquirers of premises in Bhairav House a right to park cars below the podium area in the Complex, i.e. underneath the buildings Parshwa Padma and Madhuban,

e) persons having occasion to come to Bhairav House would be entitled to take in their cars to inside the Complex and to turn the car from inside the Complex, and neither the Nuyer not the other acquirers of premises in the Complex, nor the Society/ies got

2

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

registered by them shall be entitled to object to the same, and

f) the acquirers of premises in Bhairaav House shall not by reason of acquiring or holding premises in Bhairaav House be liable, per se, to contribute towards the use, maintenance and management of the swimming pool and the health club facilities provided in the Complex; however in the event any such acquirer or holder desires to use and avail of such facilities as appurtenant to the premises held by him in the said Bhairaav House, the Buyer and the other acquirers of premises in the Complex shall be bound, to allow him use and enjoyment of the said amenities and facilities, and shall not be entitled to prevent him from doing so, subject only to such buyer contributing towards the proportionate charge of maintenance, repair and management of the said amenities and facilities on the same basis as collected from other premises-purchasers in the Complex prorate for the period of such use.

21] It is further observed that the Buyer has explained to the Promoters that he is interested in purchasing only the said premises more particularly referred to in operative Clause I below, and is not interested in taking any undivided shares :

a) the car parking spaces below the podium/ at the podium/ in the compound / under the stilt,

b) the portions of open terrace on the various floors in the building (except the portion set apart for fixing water tanks, etc.)

c) the right to erect and display hoardings or logos on walls, or to set up transmission towers for pagers, cellular telephones, etc. or dish antennae or like facilities on the terrace of the said buildings.

(all of which are hereinafter collectively briefly referred



Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvco21@gmail.com/rkvco2166@gmail.com

to as "the said specified premises"), and in consideration thereof, the Buyer has sought a concession in price, and the Promoters have, in anticipation of realizing monies by grant of exclusive rights in respect of portions of the said specified premises offered to the Buyer on such account a concession of Rs. 9,00,000/- (Rupees Nine Lacs. Only) in the price of the said premises.

22] It is further observed that the Promoters have explained to the Buyer that the acquirers of some of the premises in the said building have expressed a disinclination to take any undivided share in-

a) the car parking spaces below the podium/at the podium/in the compound/under the stilt,

b) the portions of the open terrace on the various floors in the building (except the portion set apart for fixing water tanks, etc.), or

c) the right to erect and display hoardings or logos on walls or to set up transmission towers for pagers, cellular telephones, etc, or dish antennae or like facilities on the terrace of the said building.

(all of which are hereinafter collectively briefly referred to as "the said specified premises") and in consideration thereof, at their request, the Promoters have granted a concession in price and they have in turn authorized the Promoters to sell the said specified portions or parts thereof to persons of their choice at such price as they may determine; the Buyer has expressed an interest in acquiring the exclusive rights in respect of the NIL car parking space/s under the stilts/below the podium/at the podium/in the compound/ terrace space adjacent to the flat as hereinafter referred to, and the Promoters have agreed to grant exclusive rights in respect thereof held as appurtenant to the said flat for the consideration and

9

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvco21@gmail.com/rkvco2166@gmail.com

on the terms and conditions hereinafter set forth.

23] It is further observed that this agreement to the extent it lays down covenants on the part of the Buyer to be observed for the common benefit of all premises-purchasers in the respective building is for the benefit of all acquirers of premises in the concerned building, and to the extent it lays down covenants on the part of the Buyer to be observed for the common benefit of all premises-purchasers in the Complex in general, is for the benefit of all premises-purchasers in the said Complex, and the benefits thereof shall ensure to all of them, and the terms and conditions thereof shall be available for enforcement not only by the Promoters herein but also, as the case may be, by the purchases of other premises in the concerned building and/or in the said Complex and this agreement shall bind to the extent applicable the permitted transferees of premises from the Buyer also.

24] It is further observed that the Buyers have prior to the execution hereof taken inspection of the following documents and have agreed to purchase the said premises from the Promoter with notice of the contents thereof, viz.

a. copy of the Maharashtra Textile Companies (Acquisition and Transfer of Undertaking) Act, 1982.

b. original Conveyance dated 24th June 2005 executed by the Corporation in favour of the Promoters,

c. original Letter No. EB/9881/FS/A dated 13th December 2004 together with the plan annexed thereto, approving the lay-out of the said lands,

d. original building plans sanctioned by the Municipal Corporation of Brihan Mumbai together with original IOD No. EB/541/FS/A dated 29th October 2004 and the original Commencement Certificate issued in respect thereof.



Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

e. certified copy of the Property Register Extract issued in respect of the said lands,

f. Occupation Certificate for the building Parshwa-Padma and Madhuban issued by the Municipal Corporation of Brihan Mumbai.

g. original Title Certificate dated 1st July 2005 issued by Messrs. H & M Legal Associates, Advocates & Solicitors, certifying the title to the said lands,

25] It is further observed that the Buyer has in the premises and subject to the aforesaid agreed to acquire from the Promoters a premises in the building Parshwa-Padma and Madhuban, as part of the Complex known as MUTHALIYA RESIDENCY on the lands more particularly described Firstly in the Second Schedule thereunder written for the consideration and on the terms and conditions thereafter set forth and recorded.

26] It is further observed that the vide Agreement dated 17th June, 2010, M/s. Sharpmind Developers (Vendor) have sold the Flat No. 501, on the 5th Floor in Wing "A" of the building Parshwa Padma admeasuring 63.43 sq. mtrs. Or thereabouts carpet area (inclusive of the areas of balconies), Muthaliya Residency Co-operative Housing Society Ltd., 2/126, Muthaliya Residency, Dattaram Lad Marg, Kalachowky, Mumbai - 400 033 to 1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar (Purchasers). The said Agreement dated 17th June, 2010 is registered before the Sub-Registrar of Mumbai City-3 bearing registration receipt No. 6060 and Index-II bearing No. 6060 dated 18th June, 2010.

27] It is further observed that Muthaliya Residency Co-operative Housing Society Ltd., issued Share Certificate No. 54 bearing distinctive Nos. 531 to 540 originally in the name of 1] Mrs. Fulwantiben

a

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

Kirankumar Parmar and 2] Mr. Kirankumar Babulal
Parmar dated 12th August, 2012.

III) Whether the property is ancestral and/or under joint ownership. No

If so, details of the co-parceners /Karta and/or the co-owners. The respective shares should be incorporated specifically

IV) Minor's delinquent, unsound, untraced person's interest (Any minor's interest if involved in the property proposed to be mortgaged or any other claims. If minor's interest is involved what precautions are to be taken to protect Bank's interest as a mortgagee to be stated. Please note that if the property belongs to a minor, permission of Court is generally required to create the mortgage over the property). No

V) Documents pending for registration

(The enquiry is to be made whether any document creating mortgage, charge or encumbrance is pending for registration in the concerned Sub-Registrar's/Registrar's office are to be stated. If so, full details of such charge etc. of charge holders' should be specified) N.A

5. Whether Urban Land (Ceiling and Regulation) Act 1976 is applicable in State where the property is located. If applicable whether the immovable property(ies) fall(s) within the purview of the Act, verification and investigation should be made under Section 26, 27 and 28 of the Act to ensure that mortgagor(s) has / have obtained necessary permission from the competent authority under the Act. Documentary evidence showing such permission is obtained has to be attached with the report. N.A

6. Whether the property is acquired under the Land Acquisition Act, 1894 and applicability of other State Legislations. N.A

7. Leasehold immovable Property (where land / building is leasehold, please verify the terms of lease, whether any permission/NOC from the lessors / competent authority is required for creation of mortgage of such leasehold property and advice the precautions to be taken obtaining such property in mortgage) N.A

8. Investigation under Income Tax Act 1961(Any permission of the concerned Assessing Officer under any of the provisions of Act is required No

2

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

for creating mortgage or any Certificate to be submitted to the Bank to show that no dues are outstanding to Income Tax Dept.	
9. Investigation in regard to agricultural land (Investigate and search the necessary records etc. with specific reference to the land if it is surplus, self-cultivated, if consolidation of holdings / acquisition proceedings etc. is in progress in the area, whether Government loan / any loan raised against the land and details about the charges / encumbrances may be specified, specifically with reference to the Agricultural Land Laws.	N.A
10. The details of the certified copies of the revenue records obtained to confirm that the property in question has been mutated and no dues are outstanding against the Mortgagor.	N.A
11. Any other special enactment which is applicable to the property proposed to be mortgaged and affects the title.	No
12. If it is a property owned by the Company the additional safeguards like search before the Registrar of Companies to be obtained be stated.	No
13. Whether documents given as chain of title deeds inspire any doubt / suspicion. Is it curable – how?	No
14. Reason as to why equitable mortgage is not being created with the branch, where the property is situated?	No
15. Whether any bar to create mortgage as in case of agricultural land in Delhi? Any CLU / house tax / notification of land vesting in municipal authority?	N.A
16. Whether any restriction on sale of property? e.g. J & K, Uttaranchal & HP etc.	No
17. Whether any approvals / clearances required or obtained, detail?	No

The following documents in addition to documents mentioned in Chain of documents in original as well as copies as the case may be along with additional documents mentioned above, varying from case to case may also be obtained for creation of valid equitable mortgage by deposit of the title deeds (varying from case to case).

Particulars	Comments of Advocate
1. House Tax assessment order pertaining to property to be mortgaged.	N.A

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

2. Site Plan (sanctioned)	Bank to take on record
3. House Tax receipt pertaining to property to be mortgaged	N.A
4. Self assessment return form	Bank to take on record
5. Electricity / Water Bill	N.A
6. Copy of PAN Card / Driving License / Passport etc.	Bank to take on record
7. Income Tax returns	N.A
8. Affidavit of mortgagor as to how he/she is connected with the account in which he / she is furnishing his / her property as security.	Bank to take on record
9. In case of property of Builders, in addition to the GPA / SPA, Collaboration / Builders Agreement, the PAN No. & ITCC of Builder, his history, copy of some regd. Documents and endorsement on the original sale deed (if retained by original owner / builder) be made, if possible, so that previous document even if retained by the Owner / Builder cannot be misused.	N.A
10. In case the property to be mortgaged is related to the company, then relevant Resolutions along with copy of the minutes, MOA / AOA and ROC record may be obtained	N.A
11. In any case where ever the previous original title deed is missing or retained by earlier owner, the original title deed be seen & endorsed or an affidavit be obtained from the person retaining the original title deeds, that he will not misuse it.	N.A
12. Affidavit that mortgagor deposited title deeds with intention, has deposited all documents, would not misuse any document to detriment of bank etc., may also be obtained.	N.A
13. The stamp duty payable on Oral Assent (if applicable)	N.A
14. NOC / No Dues certificate from lessor / land authority.	N.A
15. In case of leasehold property, the remaining period of lease, any provision for further renewal of lease etc. shall be specifically mentioned. The receipt for upto date payment of lease rent shall be obtained.	N.A
16. In case of HUF / Trust, appropriate affidavit be obtained & further necessary documents be also obtained. In case of	N.A



Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc021@gmail.com/rkvco2166@gmail.com

Trust properties, it should also be mentioned whether permission from Charity Commissioner or any other competent authority is required to be obtained.	
17. In case of Office belonging to Cooperative Housing Society, necessary further documents i.e. Share Certificate, No Objection Certificate from Society after verifying the related records and receipt for the payment of upto date dues to the Society be obtained.	Bank to take on record
18. Since Central Registry u/s 20 of the SARFAESI Act has been created and notification No.F-56/5/2007-BO-11 dated 31 st March 2011 has been issued, inspection of records of central register through the website of the Central Registry shall also be made by the advocate concerned and the same shall be stated in the opinion.	N.A

CERTIFICATE

I hereby certify that I have verified the Title Documents through the Record/Computer Record at the Office of Registrar / Sub-Registrar / Revenue Authorities and scrutinized the search report of Central Registry created under Section 20 of the SARFAESI Act, 2002 and personally searched and verified the information furnished in this report. I have compared the Agreement dated 17th June, 2010 given to me with the Document record at the Office of Sub-Registrar and have found that both are tallying with each other. I also certify that the title deeds in respect of the captioned properties are genuine, original and properly executed.

The statement and other information given in the report are correct and true. I certify that 1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar are got a valid, clear, absolute and marketable title over the property shown above. If 1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar, are personally present (alongwith identity proof) and deposits the title deeds in original or as mentioned in Schedule I along with documents mentioned hereunder, with intention to create equitable mortgage, it will satisfy the requirements of creation of equitable mortgage. The following person/s should be present personally (alongwith identity proof) to deposit the original title deeds with your Bank/Branch for creation of equitable mortgage:



Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai - 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar

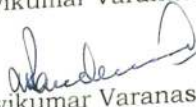
Schedule 1

The following documents shall be obtained at the time of creation of mortgage.

- 1) First Original Registered Agreement dated 17th June, 2010, between M/s. Sharpmind Developers (Vendor) and 1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar (Purchasers) and the said Agreement dated 17th June, 2010 is registered before the Sub-Registrar of Mumbai City-3 bearing registration receipt No. 6060 and Index-II bearing No. 6060 dated 18th June, 2010.
- 2) Original Share Certificate Share Certificate No. 54 bearing distinctive Nos. 531 to 540 issued by Muthaliya Residency Co-operative Housing Society Ltd., originally in the name of 1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar dated 12th August, 2012.
- 3) To Obtain NOC from Society as per the Bank Draft.

Yours faithfully

For Ravikumar Varanasi & Co.


Ravikumar Varanasi

Advocate

Place : Mumbai

Date : 16th January, 2017



Chain of Title Deed - Annexure - A

Sr. Nos.	Date of Document	Names of Documents
1	17 th Jun, 2010	Agreement between M/s. Sharpmind Developers (Vendor) and 1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar (Purchasers)
2	17 th Jun, 2010	Registration receipt No. 6060



Ravikumar Varanasi & Co.

Advocate & Legal Consultants

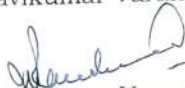
27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc21@gmail.com/rkvco2166@gmail.com

3	6 th Apr, 2005	Property Card Register
4	1 st Jul, 2005	Title Certificate issued by H & M Legal Associates.
5	6 th Jan, 2005	MCGM issued amended plans approval
6	10 th Jan, 2005	MCGM issued Commencement Certificate
7	18 th Jun, 2010	Index-II bearing No. 6060
8	12 th Aug, 2012	The Muthaliya Residency Co-operative Housing Society Ltd., issued Share Certificate No. 54 bearing distinctive Nos. 531 to 540 originally in the name of 1] Mrs. Fulwantiben Kirankumar Parmar and 2] Mr. Kirankumar Babulal Parmar dated 12 th August, 2012

Further, we have verified the title documents from Record of S.R.O Office Mumbai City for 16 years (2002 to 2017) and the Search Challan of the title document alongwith Index – II is enclosed herewith.

Yours faithfully,

For Ravikumar Varanasi & Co.


Ravikumar Varanasi

Advocate

Place : Mumbai

Date : 16th January, 2017



सूची क्र.2

दुय्यम निबंधक : सह दुय्यम निबंधक मुंबई

शहर 3

दस्त क्रमांक : 6060/2010

नोदणी :

Regn:63m

गावाचे नाव : परेल-शिवडी

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	रु.9511000.00
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु. 5986457.40
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	पालिकेचे नाव:मुंबई मनपाइतर वर्णन :सि एस न 2/126----फ्लॅट न 501-5 वा मजला , ए विंग , पार्श्वपट्टा , मुठलिया रेसीडेंसी , 2-126दत्ताराम लाड मार्ग , काळाचौकी मुं33.
(5) क्षेत्रफळ	76.12 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तोव्हा.	-
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे शार्पमाईड डेव्हलपर्स चे भागीदार अक्षय एम जैन वय:-26पत्ता:-मुठलिया रेसीडेंसी , 2-126दत्ताराम लाड मार्ग , काळाचौकी मुं33.पिन कोड:-पॅन नं:-ABBFS4913J
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	2): नाव:-फुलवंतीबेन किरणकुमार परमार वय:-47पत्ता:-1402-14 वा मजला , सुमेर टॉवर , बि नं 2 , शेठ मोतीशा रोड , माझगांवपिन कोड:-10पॅन नं:-AAKPP6489J
(9) दस्तऐवज करून दिल्याचा दिनांक	3): नाव:-किरणकुमार बाबुलाल परमार वय:-50पत्ता:-1402-14 वा मजला , सुमेर टॉवर , बि नं 2 , शेठ मोतीशा रोड , माझगांवपिन कोड:-10पॅन नं:-AAKPP6487G
(10)दस्त नोंदणी केल्याचा दिनांक	17/06/2010
(11)अनुक्रमांक,खंड व पृष्ठ	18/06/2010
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	6060/2010
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	458150.00
	30000.00

CHALLAN
MTR Form Number-6

GRN	MH007654961201675		Barcode		Date		16/01/2017		Date		16/01/2017		Form ID		IGR002(IGR)	
Department	Inspector General Of Registration		AMOUNT		350.00		6/01/2017		Payer Details		TAX ID (If Any)		199704115		PAN No. (If Applicable)	
Sr. No.	Deface Number		0004233525201617		25.00		6/01/2017		Full Name		RAVIKUMAR VARANASI		Flat/Block No.			
Type of Payment	Search Fee		00042335680201617		25.00				Premises/Building				Road/Street			
1	(Amt. in words)		Three Hundred Seventy Five Rupees Only						Area/Locality				Town/City/District			
2									PIN				Remarks (If Any)			
Office Name	PND1_JT DISTT REGISTRAR PUNE URBAN		Year		2016-2017 One Time				Amount In		Three Hundred Seventy Five Rupees Only		Words			
Location	PUNE		Account Head Details		Amount In Rs.		0030072201 SEARCH FEE		375.00				Total		375.00	
Payment Details	ORIENTAL BANK OF COMMERCE		FOR USE IN RECEIVING BANK		Bank CIN		REF No.		03600612017011676423		26247557		Cheque/DD No			
Cheque/DD Details			Date		16/01/2017-11:17:15		Bank-Branch		ORIENTAL BANK OF COMMERCE		Scroll No. , Date		Not Verified with Scroll			
Name of Bank			Name of Branch													

Mobile No. : Not Available