



Tuesday, September 08, 2009

1:59:56 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 6052

गावाचे नाव नविन पनवेल (नगर पालिका हद्द

दिनांक 08/09/2009

दस्तऐवजाचा अनुक्रमांक पवल1 - 05774 - 2009

दस्ता ऐवजाचा प्रकार

अभिहस्तांतरणपत्र

सादर करणाराचे नाव: अंम्रीमास केमीकल्स लि. तर्फे श्रीकांत प्रभाकर महाजन - -

नोंदणी फी

:-

30000.00

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

:-

360.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (18)

एकूण

रु.

30360.00

आपणास हा दस्त अंदाजे 2:14PM ह्या वेळेस मिळेल

दुय्यम निबंधक

पनवेल 1

बाजार मुल्य: 1449504 रु. मोबदला: 4000000 रु.

भरलेले मुद्रांक शुल्क: 222600 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: भारतीय स्टेट बँक, पनवेल;

डीडी/धनाकर्ष क्रमांक: 998743; रक्कम: 30000 रु.; दिनांक: 07/09/2009

मूळ दस्त परत मिळाला

Quaker

पक्षकाराची सही

मूळ दस्त परत दिला

लिपिक

सह दुय्यम निबंधक, पनवेल-१

नोंदणी व मुद्रांक विभाग
दुय्यम निबंधक कार्यालय

शासनास जेलेल्या प्रदानाची

328

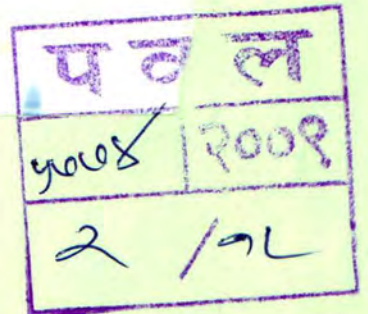
श्री मे अग्रिमल केमिकल्स लि
यांचेकडून 222600
भक्षरी दोन लाख बावीस हजार 222600
प्रक्रिये करिता रोख / चलना द्वारे दिली

अर्थ क्र. : 328

चलन क्र. :

दिनांक :

PROPER OFFICER
Sub Registrar, Panvel
Dist. Raigad



AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and entered into at PANVEL this 3rd Sept. 2009 between **MR. ANAND P. FREDRICK**, adult, Indian Inhabitant having his address at Flat No. A-601, 6th Floor, in the building known as "NEEL ORCHID", Plot No. 41, Sector - 10, New Panvel, hereinafter referred to as "**THE VENDOR**" (which expression shall it be repugnant to the context or meaning thereof mean and include his respective heirs, executors, administrators and permitted assignors) of the **FIRST PART**



For **AGRIMAS CHEMICALS LTD**

Signature

Authorized Signatory

M/S. AGRIMAS CHEMICALS LIMITED, a Company duly registered under the Provisions of the Companies Act, 1956 having its office at Agrimas Chemicals Limited, H-2, M.I.D.C. Industrial Area, Behind Hindustan Lever Ltd., Taloja - Navi Mumbai, through its MR. **SHRIKANT PRABHAKAR MAHAJAN** (authorized by the board resolution dated 10th March, 2009) hereinafter referred to as "**THE PURCHASER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Successors and assigns) of the "**SECOND PART**".

OFFICE OF THE SUB-REGISTRAR
PANVEL, DIST.- RAIGAD
MH/CRA/08/YEAR - 2000

भारत 2181 SPECIAL महाराष्ट्र
157711 ADHESIVE
MAR 30 2009
R.0222600 PB 0006
INDIA STAMP DUTY MAHARASHTRA

328 30/3/09
श्री मे अग्रिमल केमिकल्स लि
यांचेकडून 222600
भक्षरी दोन लाख बावीस हजार 222600
प्रक्रिये करिता रोख / चलना द्वारे दिली

D.D. KADAM
PROPER OFFICER
Sub Registrar Panvel
Dist. Raigad

WHEREAS under an Agreement for sale dtd. 15.12.2004, entered into by and between M/s. NEEL DEVELOPERS, therein referred to as the "Builder" of the one part and the Vendor herein, therein referred to as the Purchaser, of the other part, the Vendor herein, have agreed to purchase a flat being flat No. A-601, on the 6th Floor, in the Building NEEL ORCHID having a carpet area of 47.937 sq. mtrs. along with the terrace area of 10.49 sq. mtrs. lying and situated Plot No.41, Sector - 10, New Panvel (West), hereinafter referred to as the said flat on the terms and conditions set out in the said agreement.

AND WHEREAS the said agreement for sale dtd. 15.12.2004 upon payment of necessary stamp duty and registration charges duly registered with the sub Registrar of Assurances, Panvel, under Registration No. 8740 - 2004 on 15th December, 2004.

AND WHEREAS upon payment of the entire consideration by the Vendor herein to the Builder, the Builder has put the Vendor in exclusive use, occupation and possession of the said flat.

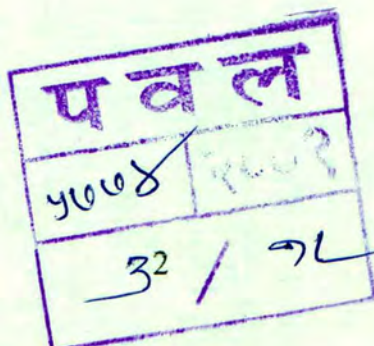
AND WHEREAS various flat purchasers of the said building have formed and registered a society being NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LIMITED, under registration No. under Registration No. NBOM/CIDCO/HSG(OH)/2101/JTR /2006-06, hereinafter referred to as the "said society" and have issued five share certificates, bearing share certificate No. NIL and distinctive No. NIL to _____, attached to the said flat.

AND WHEREAS the said flat and the said share certificates collectively referred to as "the said flat".

AND WHEREAS the Vendor has agreed to sell, transfer and assign all his right, title and interest in the said flat and shares attached thereto at or for the consideration of Rs.40,00,000/- (Rupees Forty lacs Only).



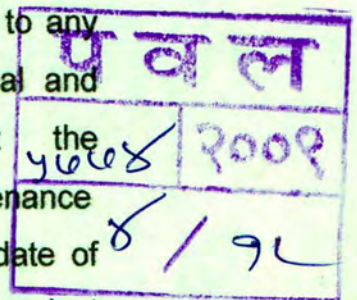
Seller *M. Manoj*



Purchaser
For AGRIMAS CHEMICALS LTD.
gualokel
Authorized Signatory

**NOW THIS INDENTURE WITNESSTH THAT THE PARTIES
HERETO AGREE DECLARE AND CONFIRM AS UNDER:-**

- 1) The Vendor doth agree to sell, transfer and assign and the Purchaser doth hereby agree to purchase and accept from the Vendor all the rights, title and interest of the Vendor in respect of the said flat No. A-601, on the 6th Floor, in the Building NEEL ORCHID having a carpet area of 47.937 sq. mtrs. along with the terrace area of 10.49 sq. mtrs. lying and situated Plot No.41, Sector – 10, New Panvel (West), along with share certificate No. nil distinctive Nos. nil to nil (both inclusive) of Rs.50/- each, for a total consideration of Rs.40,00,000/- (Rupees Forty Lacs to be paid by the Purchaser to the Vendor as follows :-
 - (i) Rs.40,00,000/- (Rupees Forty Lacs Only) paid by the Purchaser to the Vendor on execution of this present. The receipt whereof the Vendor doth hereto admit acknowledge and discharge to the Purchaser every part thereof.
- 2) The Vendor on the execution of this agreement has delivered to the Purchaser vacant and peaceful possession of the said flat along with all the original title deeds and Share Certificate in respect of the said flat.
- 3) The Vendor declare that he will pay and discharge all outgoings, such as maintenance charges, municipal taxes in respect of the said flat upto the date of execution of these presents and that no amount is due and payable by the Vendor by way of maintenance and municipal taxes to any person with respect to the flat including to any local and municipal authority". PROVIDED HOWEVER that the Purchaser alone shall be liable to pay all such maintenance outgoings and municipal taxes with effect from the date of execution of these presents and releases the Vendor against payment of all such outgoings taxes payable in respect of the said flat in respect of dues for the period after execution of this agreement.

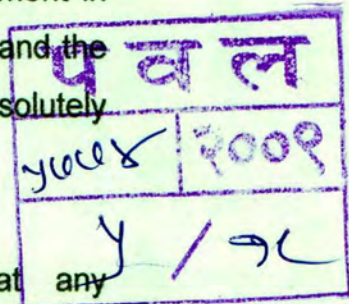


Manan

For AGRIMAS CHEMICALS
Manan
Authorised Signatory

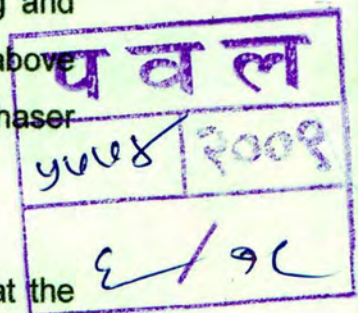
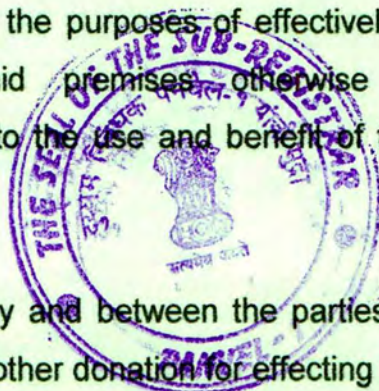
4

- 4) The Vendor declare and represent to Purchaser that the said flat are not subject matter to any pending litigation and right title and interest in respect of the said flat is marketable and free from all encumbrances and Vendor is not prohibited by any court of law from selling and / or transferring the same.
- 5) That the Vendor is the sole and absolute owner of the said flat and all rights in respect of flat and are not prevented from transferring the same.
- 6) The Vendor do hereby declare to the Purchaser as follows:-
 - a) That there is no claim by Income Tax authorities Sales Tax authorities and or any competent authorities or levied any attachment on the said flat.
 - b) The Vendor is legally empowered and entitled to deal with and / or dispose off the said flat.
 - c) AND WHEREAS the said flat is not subject matter of any mortgage, lien or charge in favour of the Bank and / or any Financial Institutions nor any charge created by the Vendor.
- 7) It is hereby agreed by and between the Vendor that the Vendor shall cooperate with the Purchaser for effecting transfer of the said flat and the Vendor herein give his express consent / no objection for effecting transfer of the said flat in favour of the Purchaser.
- 8) That the Vendor hereby surrender all his rights, title and interest in the said flat in the above mentioned agreement in favour of the Purchaser and shall not have any claim and the Purchaser on execution of this agreement shall be absolutely entitled to the same.
- 9) The Vendor further undertake and declare that any nominations in regard to the said flat and made by the Vendor with the said Society or otherwise prior to this date in favour of any person other than the Purchaser shall hereafter be deemed to be inoperative and shall be considered as withdrawn.



MAman

- 10) It is further confirmed by the Vendor they have not taken any loans or incurred any liabilities against the security of the above mentioned flat or Original title Deed neither have secured, mortgaged, pledged or hypothecated or burdened the same and declare that they are free from encumbrances.
- 11) That the Vendor handed over all the original title deeds in respect of the said flat to the Purchaser.
- 12) It is further agreed by the Vendor that they shall be liable for any dues or duties or taxes that may become payable in relation to their acts of omissions and commissions which may have taken place hereinbefore or arising out of any of the agreements or contracts entered into by them hereinbefore.
- 13) It is also specifically agreed by and between the parties hereto that if at any time hereinafter any person, firm, Company, Government or local authorities make or claim any shares, right, title or interest in the said premises and / or in the said shares, the Vendor shall indemnify and keep indemnified the Purchaser against all lawful actions, suits proceedings, costs, claims, demands, losses, damages which may be instituted against or incurred or sustained or suffered by the Purchaser by reason or on account of any such lawful claim or demand made by any such person, firm, Government or local authority as aforesaid.
- 14) The Vendor doth hereby agree to sign and execute all such deeds, documents and writings and things as may be required by the Purchaser for the purposes of effectively vesting and transferring the said premises otherwise hereinabove mentioned unto and to the use and benefit of the Purchaser absolutely.
- 15) It is hereby agreed by and between the parties that that the transfer charges and other donation for effecting transfer of the said flat in favour of the Purchaser shall be borne and paid by the Vendor alone, and the stamp duty and registration on execution of these presents shall be borne by the Purchaser alone.



Ma

For AGRIMAS CHEMICALS LTD
Jalapa
 Authorised Signature

6

SCHEDULE

A flat being flat No. A-601, on the 6th Floor, in the Building NEEL ORCHID having a carpet area of 47.937 sq. mtrs. along with the terrace area of 10.49 sq. mtrs. lying and situated Plot No.41, Sector – 10, New Panvel (West) , along with share certificate No. _____ distinctive Nos. _____ to _____ (both inclusive) of Rs.50/- each, *Building with lift.*

IN WITNESS WHEREOF the said Vendor and the said Purchaser have hereunto set and subscribed their respective hands and seals the day and year mentioned herein above.

Signed, sealed and Delivered
By the withinnamed Vendor
MR. ANAND P. FREDRICK
in the presence of



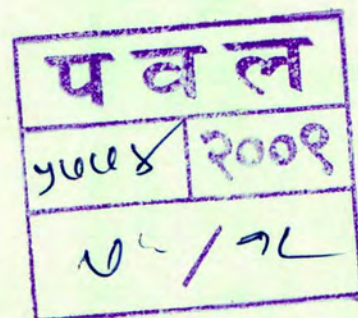
Manan

Signed, sealed and Delivered
By the withinnamed Purchaser
M/S. AGRIMAS CHEMICALS LIMITED
Through **Mr. SHRIKANT PRABHAKAR MAHAJAN**
Authorized signatory of the Company, vide its
resolution passed on _____
in the presence of

For **AGRIMAS CHEMICALS LTD.**
Shrikant
Authorized Signatory



① *Manoj Ganpat Thakur*
Thakur
② *R. S. Kulkarni*
R. S. Kulkarni



7

RECEIPT

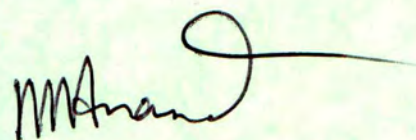
RECEIVED the day and year first hereinabove written from the within named Purchaser a sum of Rs.40,00,000/- (Rupees Forty Lacs Only) towards the total consideration as follows:-

Cheque No. & Date

214494 Dt 23/03/09

Drawn onCenturion Bank of Punjab
Now HDFC Bank

I say received



MR. ANAND P. FREDRICK

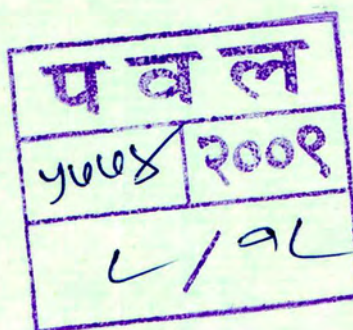
E:\back up\POWER OF ATTORNEY\Sale Deed - Anand Fredrick.doc

① Mangi Ganpat Thakur



② R.S. Kulkarni

Rskulkarni





पुस्तकालय दिनांक

1 DEC 2004

उपस्थिततापत्रावेब-पनवेल, जि. नवी मुंबई

उपस्थिततापत्रा अधिकारी, पनवेल

अ. नं. ६७९९ रुपये १००० दिनांक ७/१२/०४

नांव मानव पी. फ्रेडरिक

रा. नवी मुंबई पत्नी प्रिया सिंग

अनुज्ञा क्र. १/२००२-०३

फ्लॉट नं. ५, रोड नं. १३,
सेक्टर १९, अविन पनवेल.हेमंत एस. चतारे
स्टॅम्प वेंडर

(d)

SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME: I ANAND P FREDRICK, age 39 yrs, an adult Indian Inhabitant, residing at Nav Pooja Apartment, Flat No. 11, Perry Cross Road Bandra (W) Mumbai - 400 0050, send greetings.

WHEREAS:

1. That I have purchased a Flat bearing No 601, on 6th floor in Building NEEL ORCHID on Plot NO.41, in Sector 10, New Panvel Navi Mumbai 410 206, here in after referred to the said property, which is more particularly descried in the schedule of the property, from NEEL DEVELOPERS a Partnership firm having office at 21, N.P.M Road Sector 19, New Panvel New Mumbai 410 206.



ନାମ: _____ ଠିକଣା: _____
_____ ଠିକଣା: _____
_____ ଠିକଣା: _____

ନିମ୍ନ ଲିଖିତ କାର୍ଯ୍ୟକ୍ରମ
କାର୍ଯ୍ୟକ୍ରମ, ୨୦୧୫
କାର୍ଯ୍ୟକ୍ରମ, ୨୦୧୫



WHEREAS:

2. I have already executed the Agreement for sale with the Seller but due to certain personal constrain I am not able to come to the office of the sub Registrar Panvel for getting the said Agreement for sale registered. I there for propose to appoint Miss. VANESSA KEISHING age 28 years residing at Nav Pooja Apartment, Flat No. 11, Perry Cross Road Bandra (W) Mumbai - 400 0050, as my true and Law full Attorney with full Power to do and executed the following acts, deeds & things which she has agreed to do
WHEREAS:

3. So I therefore desirous of appointing, Miss VANESSA KEISHING, whose present photograph is affixed below and her signature is duly attested by me as my true and lawful attorney to attend the office of Sub-Registrar to admit the execution of the said conveyance on my behalf and which the said attorney has agreed to do. And to put the Transfer of that property in the records of the CIDCO office, M.S.E.B. Office, Association.

NOW KNOW YOU ALL AND THESE PRESENT WITNESS THAT:

I do hereby nominate, constitute and appoint Ms. VANESSA KAISHING to my true and lawful attorney for the purpose expressed i.e. to say: -

4. On or at the time of completion of the Purchase of the said property, to execute the Deed of Conveyance/Sale, in my name.
5. To sign the necessary transfer forms for transferring the said property to the name of the Purchaser in the records of the Municipal Corporation and in the revenue records of the Government.
6. To execute any other documents incidental to the Deed of Conveyance / Sale if required and as advised by the Advocate.
7. To Lodge the Deed of Conveyance and other documents if any executed and requiring registration in the Office of the Registrar or Sub Registrar of Assurance concerned and or to admit execution made before him.
8. To receive formal possession of the said property to the Purchaser by taking over vacant and peaceful possession of such part/full of the said property.





9. To appear and represent me before Owner's Association and all matters in connection with the said property and the Shares and transfer the same to my name.
10. To appear before the authorities of the CIDCO, the Maharashtra State Electricity Board, (MSEB), Competent Authority, Court constituted under the Government Eviction Act, and / or any other authority constituted under the Central / State Government or Local Body.
11. To appear and represent me before the revenue authorities for transfer of the stamp duty, Registration Charges etc. as may be applicable.
12. To apply for a telephone connection and its installation in the said property in my name or in the name of the Attorney and for this purpose to appear and represent me before the authorities of MTNL, and sign, execute necessary application and make deposits as may be required for.
13. And Generally to do all acts, deeds, matters and things whatsoever necessary, as may be required for perfectly securing and assuring all the rights, in an upon the said property.
14. I hereby agree that all acts, deeds, matters and things Lawfully done or cause to be done by my Attorney shall be construed to be as Acts, Deeds, Matters, and things done by me. And I hereby Ratify and Confirm and agree to Ratify all and whatsoever our said Attorney shall do or caused to be done for me in respect of the said property and shares, shall be by virtue of these presents.

SCHEDULE OF THE PROPERTY: -

A Flat No. 601, admeasuring 976 Square Feet Built up area (90.70 Square Meter Built up) on 6th Floor in Building NEEL ORCHID on Plot No. 41, in Sector 10, New Panvel Navi Mumbai 410 206.

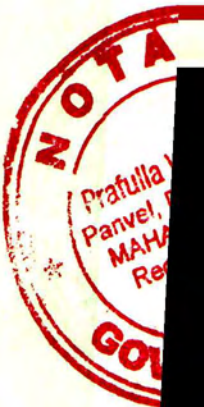
On the North by: _____

On the South by: _____

On the East by: _____

On the West by: _____





IN WITNESS WHEREOF I ANAND P. FREDRICK have and hereunto set and subscribed my hand on this _____ day _____ year 2004 at Panvel and attesting the signature of Ms. VANESSA KEISHIN G, (Attorney) along with her photograph.

Donor: - ANAND P. FREDRICK.

Signature: -

Left Thumb Impression

Anand



Donee: - Ms. VANESSA KEISHIN G.

Signature

Left Thumb Impression.

Vanessa



Identified by

Ad P.S. Jhede

1.

Naval Singh

2.

P. S. JHEDU
M.A., B.ED., LL. B.
ADVOCATE HIGH COURT

Before Me.

15 DEC 2004



BEFORE ME

Prafulla V. Mhatre
15/12/04

PRAFULLA V. MHATRE

M.Com., LL.B., DTM

**ADVOCATE & NOTARY
(GOVT. OF INDIA)**

ASHWAMEDH, Plot No.11, Road No.18
Sector No.12, New Panvel-410206,
Dist. Raigad, Maharashtra.
Ph : 2745 7479

NOTED AND REGISTERED
At Sr. No. 604/2004





Wednesday, December 15, 2004

5:36:49 PM

पावती

Original

नोंदणी 39 म.

Regn. 39 M

पावती क्र. : 8741

गावाचे नाव नविन पनवेल (नगर पालिका हद्द)

दिनांक 15/12/2004

दस्तऐवजाचा अनुक्रमांक पवल1 - 08740 - 2004

दस्ता ऐवजाचा प्रकार

करारनामा

करारनामा

सादर करणाराचे नाव:आनंद प्रदीप फ्रेड्रीक यांचे वतीने कु.मु.म्हणून वेनीस्सा किशींग - -

नोंदणी फी :- 9000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 800.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (40)

एकूण रु. 9800.00

आपणास हा दस्त अंदाजे 5:51PM ह्या वेळेस मिळेल

दुय्यम निबंधक

पनवेल 1

बाजार मुल्य: 669000 रु. मोबदला: 900000रु.

भरलेले मुद्रांक शुल्क 37750 रु. परत दिला

लिपिक

दुय्यम निबंधक,

मुद्र दस्तऐवज परत मिळाला

P. A. M. M. M.

पक्षकाराची सही

Vanesa

2



Wednesday, December 15, 2004

5:59:26 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

दस्तावेजाचा अनुक्रमांक पवल1-8740-2004 पावती क्र. : 622

गावाचे नाव नविन पनवेल (नगर पालिका हद्द दिनांक 15/12/2004

अर्जाचा अनुक्रमांक पवल1 - 00844 -

दस्ता वेजाचा प्रकार करारनामा

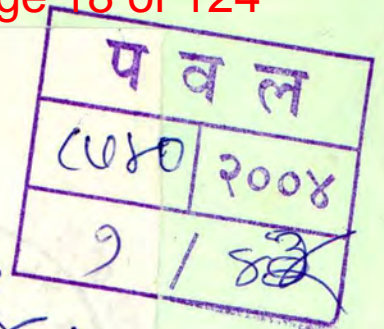
सादर करणाराचे नाव:आनंद प्रदीप फ्रेड्रीक यांचे वतीने कु.मु.म्हणून वेनीस्सा किर्शींग - -

पृष्ठांकनाची न. फी (फोलीओ)/शेरे :- 80.00

एकूण रु. 80.00

पवल 1 चे धर्म
दुय्यम निबधक
पनवेल 1

(5) नांदणी व मुद्रांक विभाग
 दुय्यम निबंधक कार्यालय, पनवेल
 शासनास केलेल्या प्रदानाची
 पावती क्र.: ११४३९
 दि.: १४/१२/२००४
 श्री आनंद पी. फ्रेडरिक, हस्त मंगेशखंडाळे
 यांचेकडून रु. ३४७५०/-
 अक्षरी - श्री. विलास देसाय यातून पन्नासमात्र
 फ्रँकिंग करिता रोख / चलनाद्वारे मिळाले
 अर्ज क्र. - ११२२९
 चलन क्र.: २८
 दिनांक: १४/१२/२००४.



[Signature]
 PROPER OFFICER
 Sub-Registrar Panve
 Dist. Raigad.



AGREEMENT FOR SALE

This Agreement for Sale of flat/shop/office on ownership basis made and entered into at Panvel, on this 15th day of the month of December 2004 in between M/S. NEEL DEVELOPERS a Partnership firm duly Registered under the Indian Partnership Act, 1932 through its partner SHRI. VILAS M. KOTHARI having its office at 21, NPM Road, Sector 19, New Panvel, Navi Mumbai, hereinafter called and referred to as the BUILDERS (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the present and future Partners of the said firm and their respective heirs, executors, administrators and assignees) of the FIRST PART.

AND Mr./Mrs./M/s. Anand P. Frederick.
 residing at, Nar Pooja Apartment, Flat No. 11, Penny
Cross Road, Bandra (W), Mumbai - 50.

११४३९
 दि. १४/१२/०४ SBI पनवेल चलन क्र. २८ दिनांक १४/१२/०४
 देणान्याचे नांव आनंद पी. फ्रेडरिक
 व पत्ता पनवेल
 हस्त मंगेश खंडाळे

OFFICE OF THE SUB-REGISTRAR
 PANVEL, DIST. - RAIGAD
 MAH/CRA/08/YEAR - 2000

भारत ७१३९ SPECIAL महाराष्ट्र
 १८५७१५ DEC १४ 2004
 CR. 0037750 PB 0006
 INDIA STAMP DUTY MAHARASHTRA

[Signature]
 U. K. CHAVAN
 PROPER OFFICER
 Sub-Registrar Panvel,
 Dist. Raigad.

प व ल	
1080	2008
21	83

Hereinafter called and referred to as the PURCHASER/S (which expression shall, unless it be repugnant to be context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the SECOND PART.

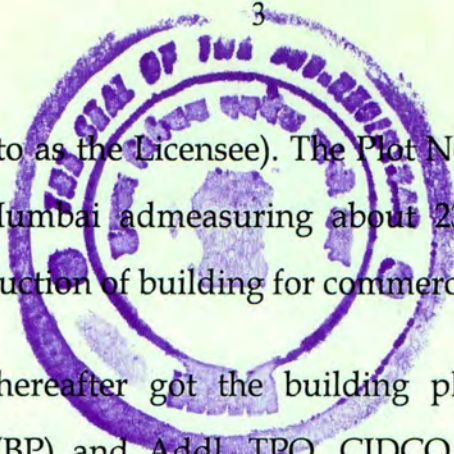
WHEREAS the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., is a Government Company within the meaning of the Companies Act, 1956, (hereinafter referred to as "The Corporation") having its registered office at The Nirmal, 2nd floor, Nariman Point, Mumbai - 400 021. The Corporation has been already declared as a New Town Development Authority, under the provisions of sub section (3 - A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVIII of 1966) (hereinafter referred to as "the said Act"), for the New Town of Navi Mumbai by Government of Maharashtra in the exercise of its powers of the area designated as site for New Town under Sub section (1) of Section 113 of the said Act.

AND WHEREAS the State Government has acquired lands within the designated area of New Panvel and vested the same in the Corporation by an Order duly made in that behalf as per the provisions of Section 113 of the said Act.

AND WHEREAS by virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

And whereas, by an Agreement to Lease dated 12th December 2002 executed between the CIDCO Ltd., and M/S. NEEL DEVELOPERS through its Partners MR. VILAS M. KOTHARI and MR. SANJAY V. KOTHARI

M. Anand



प व ल	
C080	2008
3	58

(hereinafter referred to as the Licensee). The Plot No. 41, in Sector 10 at New Panvel (W), Navi Mumbai admeasuring about 2376.56 sq.mtrs, has been allotted for the construction of building for commercial cum residential user.

The said Builders thereafter got the building plans approved from the Executive Engineer (BP) and Addl. TPO, CIDCO Ltd., vide its letter No. CIDCO/EE (BP) ATPO/1538 dated 28.04.2003.

AND WHEREAS the Developers has availed of certain financial assistance for undertaking the construction work of the said Project/Building "NEEL ORCHID" from M/s. Cosmos Co-operative Bank Limited (Cosmos Bank), Vashi Branch vide the sanction letter No. COS/VAS/NEEL.SAN/1024/2002-2003 and as per the terms of the sanction have mortgaged the said plot of land located at Plot No. 41, Sector - 10, New Panvel in favour of the above Bank.

AND WHEREAS the above Cosmos Bank have permitted the said Developer to sell and transfer the individual units in the above Project as per their No Objection Letter dated 07/01/2003 (annexed to these presents as Annexure "C").

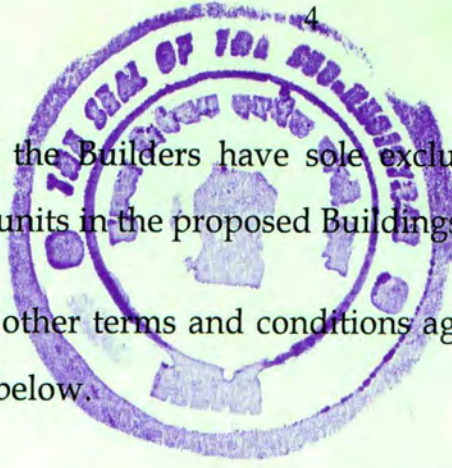
All Cheques/pay orders/drafts, etc. shall be drawn favouring "Cosmos Bank, A/c Neel Orchid Project".

AND WHEREAS the Purchasing a flat/shop in the said building in the building known as NEEL ORCHID approached the Builders and on perusal of the plans and specifications he/she/they has/have approved and booked flat/shop No. A-601 on 2nd floor in the said building of 515.99 sq.ft, of carpet or thereabouts. More particularly described in Second Schedule attached hereto for a total consideration of Rs. 900,000/-.

M. Manoj

AND WHEREAS the Builders have sole exclusive right to dispose of the FLATS and other units in the proposed Buildings.

AND WHEREAS other terms and conditions agreed between the parties are appearing herein below.



प व ल	
CV 80	2008
8 /	

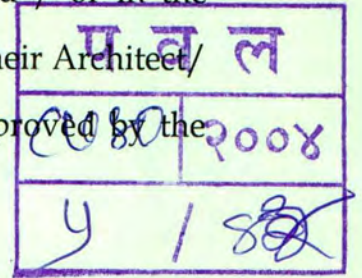
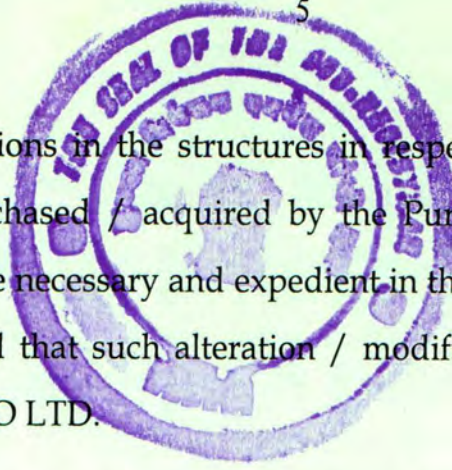
AND WHEREAS the Purchaser / s has / have verified the title documents and plans and have requested the Builders to allot a FLAT/~~SHOP~~ bearing No. A-601 on the VIth floor, in the Building **NEEL ORCHID** having a carpet area of 47.937 Sq. Mtr. statutorily chargeable area and also an undivided interest in the common area and facilities in the said building as mentioned in Clause (4) hereunder written on ownership basis as agreed to by and between them which is hereinafter referred to as 'the premises' as per the Second Schedule annexed hereto.

AND WHEREAS the Purchaser / has / have agreed to pay price / consideration in respect of the said FLAT/~~SHOP~~ in accordance with the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of the Construction, Sale, Management and Transfer) ACT, 1963 and in accordance with the progress of the construction work of the said new Building.

AND WHEREAS executing this agreement purchaser / s has / have accorded his / her / their consent required under Section 9 of Maharashtra Ownership Flats (Regulation of Promotion, Sale, Management and Transfer) ACT, 1963 whereby the Builders will be entitled to mortgage or create charge on any FLAT/~~SHOP~~ which is not hereby agreed to be sold by the builders and continue to be the property of the Builders.

AND WHEREAS by executing this agreement the Purchaser / s has / have accorded his / her / their consent whereby the Builders will be entitled to

make such alterations in the structures in respect of the said FLAT/~~SHOP~~ agreed to be purchased / acquired by the Purchaser / s and / or in the building as may be necessary and expedient in the opinion of their Architect/ Engineer provided that such alteration / modification are approved by the authority of CIDCO LTD.



AND WHEREAS the Builders expect to complete the construction of the said new building on the said land by December - 2004, or by such further date as may be necessary in the event of any unforeseen circumstances beyond the control of the builders.

7

AND WHEREAS relying upon the said offer and declaration the Builders have agreed to sell the purchaser/s FLAT/~~SHOP~~ at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS the Builders have given inspection to the Purchaser / s the Agreement to lease dated 12/12/2002 of the Plot No. - 41, Sector - 10, New Panvel (W) in their favour title report, plans sanctioned by CIDCO, designs and specifications, documents and all other papers as required under the provisions of Maharashtra Ownership flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and Rules framed thereunder.

AND WHEREAS the Builders have agreed to provide / procure the amenities to the Purchaser / s as set out in the Annexure - A hereunder attached subject to the provisions of this Agreement.

AND WHEREAS the purchaser / s has / have examined and approved the floor plan of the building, the nature and quality of construction and fittings, fixtures, facilities and amenities provided or to be provided hereto as per the general specifications stated in Annexure A (hereunder attached).

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

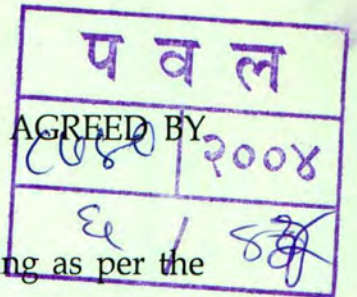
The Builders shall under normal conditions construct a building as per the plans, designs, and specifications inspected and approved by the FLAT/SHOP Purchaser / s with such variations and modifications as the builders may consider necessary or may be required by any public authority to be made in any of the FLAT/SHOP premises. The Purchaser / s hereby consent to such variations.

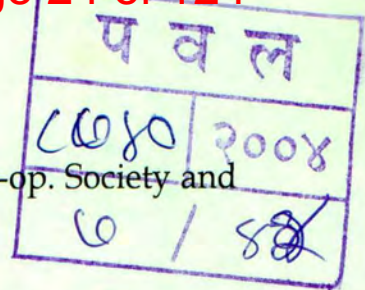
The Purchaser / s has / have prior to the execution of this Agreement satisfied himself / themselves / herself about the title of the Builders to the said Plot No. 41, Sector - 10, New Panvel (W) and no requisition or objection shall be raised upon the Builders in any matter relating thereto. A copy of the Certificate of the Title issued by Adv. Kausadikar D.M. is hereto annexed and marked Annexure "B".

The Purchaser / s has / have agreed to acquire the said FLAT/SHOP bearing No. A-601 on the 7th floor, in Building **NEEL ORCHID** having a carpet area of 47.937 Sq.Mtrs along with the terrace area of 10.49 Sq.Mtrs and also undivided interest in the common areas and facilities as mentioned in Clause (4) hereunder written which is shown on the plan hereto attached & as delineated on the plan by red colour which is annexed hereto, for the total consideration of Rs. 900,000/- (Rupees Nine Laks Only)
_____ (Only)

excluding the Stamp Duty, Registration charges for the said Flat/Shop, M.S.E.B. charges (meter deposit, S.L.C. charges, Cable charges, Common Electricity charges), Water charges, Development charges and proportionate share for the formation of Co-op. Society and Stamp Duty and Registration

M. Manoj





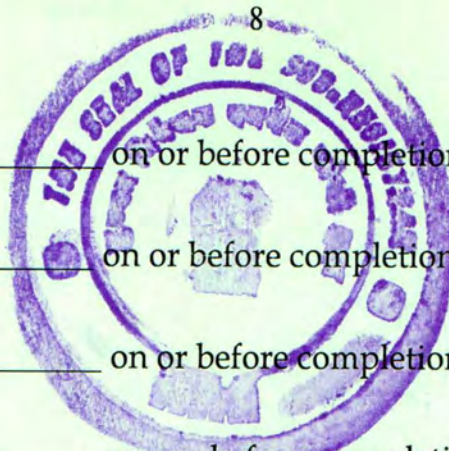
charges required for execution of Lease Deed in favour of Co-op. Society and all other deposits and charges.

3. (a) Alongwith the said FLAT/SHOP Cupboard Space of 63.79 Sq.Ft, Flower Bed of 46 Sq.Ft., Loft Area of — Sq.ft., shall be provided.

4. The premises under purchase include the right to use common area and facilities available in the Building and also the Purchaser's undivided interest in the restricted common area and facilities for the use of the said premises. The Purchaser / s agree to pay to the Builders the purchase price of Rs. 900,000/- (Rupees Nine lakhs only / — Only) as per the — set out in the Schedule hereunder written.

1. Rs. 100,000/- Earnest Money Deposit.
2. Rs. — on or before completion of Commencement Certificate.
3. Rs. — on or before completion of Plinth.
4. Rs. — on or before completion of Ist slab.
5. Rs. — on or before completion of IInd slab.
6. Rs. — on or before completion of IIIrd slab.
7. Rs. — on or before completion of IVth slab.
8. Rs. — on or before completion of Vth slab.
9. Rs. — on or before completion of VIth slab.

M. M. M.



प व ल	
CU80	२००४
८ / ४३	

10. Rs. _____ on or before completion of VIIth slab.
11. Rs. _____ on or before completion of VIIIth slab.
12. Rs. _____ on or before completion of Brick Work.
13. Rs. _____ on or before completion of Plaster Internal / External Work.
14. Rs. _____ on or before completion of Tiling / Flooring.
15. Rs. 800,000/- on obtaining Occupancy Certificate.

5. Kindly draw all Cheques / drafts favouring "The Cosmos Co-operative Bank Limited, Vashi Branch A/c. M/s. Neel Developers.

6. If the car parking space under the stilt or open car parking is available, then on the application that may be reserved by the Purchaser / s the Builders shall consider to sell the same to the Purchaser / s at or for the price of Rs. _____/- (Rupees _____ Only) for car parking number _____ space under the stilt or open car parking space.

7. The specification, materials, fixtures/ fittings and all such other amenities shall be as per the list set out in the ANNEXURE "A" hereunder written and the purchaser / s has / have satisfied himself / herself / themselves about the same as also about the design of the Building.

8. The Builders shall not be liable for any loss, damage, injury or delay due to any cause beyond their control, including act of Government, strikes, lock outs, fire lighting, explosion, flooding, riots, civil commotion acts or war, malicious or theft.

M. Anand

प व ल	
C680	2008
	88

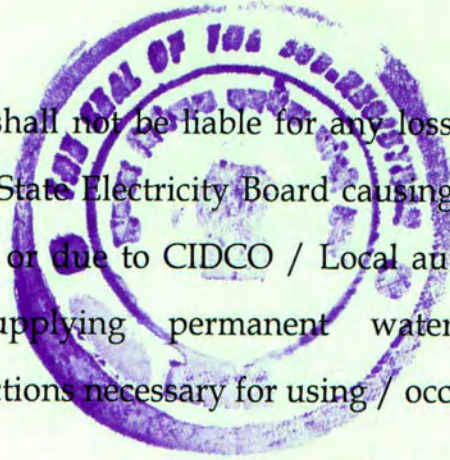
9. If the Flat/Shop purchaser / s commit default in payment of any of the installments aforesaid on their respective due date (time being essence of the Contract), the Builders shall be at liberty to terminate this Agreement in which event, 20% of the purchase price of Flat/Shop shall stand forfeited. On the Builders terminating this Agreement under this Clause, they shall be at liberty to sell the said Flat/Shop to any other person as the Builders may deem fit at such price as Builders may determine and the Flat/Shop purchaser / s shall not be entitled to question such sale or to claim any amount whatsoever from the builders. The balance amount after deducting 20% of the amount as aforesaid may be refunded without interest by the Builders to the Purchaser / s only after the Builders have disposed of/sold the said Flat/Shop to any other purchaser /s.

10. The Builders shall in respect of any amount unpaid by the FLAT/ CAR PARK Purchaser / s have a first lien or charge on the said Flat/Car park under stilt or open car parking space agreed to be acquired by the Flat/Car park Purchaser / s.

11. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance on their part of giving extension of time by the Builders to the Purchaser / s (or payment of purchase price in installments or otherwise) shall not be constructed as a waiver on the part of the Builders of any breach of this Agreement by the Purchaser / s nor shall the same in any manner prejudice the right of the Builders.

12. Without prejudice to the Builder/s right under this Agreement and / or in law the FLAT /SHOP / CAR PARK Purchaser / s shall be liable to pay interest at 24% per annum on all amounts due and payable by the FLAT / SHOP/ CAR PARK Purchaser / s under this agreement, if such amount remains unpaid for seven days or more after its due date.

mm



प व ल	
८९४०	२००४
२०	२०

13. The Builders shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to CIDCO / Local authority concerned causing delay in giving / supplying permanent water connection or such other service connections necessary for using / occupying the FLAT/SHOP.

12

14. On getting part occupancy Certificate the Builders shall be at liberty to hand over possession of the said FLAT/SHOP to the Purchaser /s, even though permanent electric and water connections are not sanctioned by the respective authorities.

15. The Purchaser / s shall not be entitled to make any claim/demand on the Builders for the delay in getting the permanent electric and water connections. Upon the Builders offering possession of the FLAT/SHOP to the purchaser/s, the Purchaser / s shall be liable to bear and pay their proportionate share in the use/ consumption of electricity and water.

16. The FLAT/SHOP shall be ready by December - 2004. The Builder shall not incur any liability if they are unable to deliver possession of the FLAT/SHOP by the date aforesaid if the completion of the Building is delayed by the reasons of non availability of steel or cement or such other Building materials or by reason of civil, commotion or any act of God or if non - delivery of possession is a result of any notice, order, rules, notifications of the Government, Court of Law and / or any other public authority or for non-availability of water and / or electricity connection from the concerned authorities for any reasons unforeseen or beyond the control of the Builders.

17. In the event of any increase in the cost of building materials such as steel, cement, sand, bricks, metal and labour, the Builder will be entitled to

M. M. M.



प व ल	
1080	2008
99	1/88

recover this increased cost by way of escalation in proportion to the cost so increased.

18. Upon Possession of the said FLAT/SHOP being delivered to the FLAT/SHOP Purchaser / s he / she / they shall be entitled to the use the occupation of the said FLAT/SHOP and he / she / they have no claim against the Builders in respect of any items of work in the FLAT/SHOP.

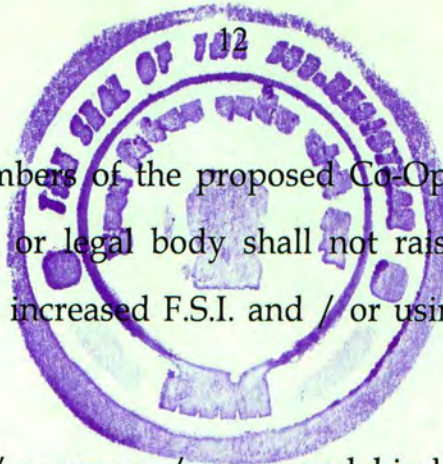
19. It is further agreed and understood by the Purchaser / s that he / she / they shall use the said FLAT/SHOP for the purpose of the residence only. The Purchaser shall use the garage or parking space only for the purpose for keeping or parking the Purchaser / s own vehicle.

20. Commencing a week after notice is given by the Builders to the FLAT/SHOP Purchaser / s that the said FLAT/SHOP is ready for the use and occupation, the Purchaser / s shall be liable to bear and pay all taxes and charges for electricity and other services and the outgoing payable in respect of the said FLAT/SHOP from the date from which the builders obtain the part occupancy certificate from CIDCO.

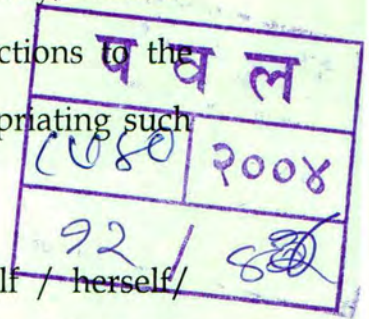
21. (A) The Purchaser / s shall have no claim, save and except in respect of his/ her / their particular FLAT/SHOP hereby agreed to be acquired i.e. all open spaces, lobbies, stair-case, terraces, etc. will remain the property of the Builders until the whole property is transferred to the proposed Co-Operative Housing Society, a Limited Company, Association or any other legal body as the case may be, subject however to such conditions and covenants as the Builders may impose.

If there is any increase in F.S.I. or any other benefits like of T.D.R., then such increased F.S.I. or such benefits shall go to the Builders/ Developers and

M. Anand



the Purchaser / s members of the proposed Co-Operative Society, Limited Company, Association or legal body shall not raise any objections to the Builders utilizing such increased F.S.I. and / or using / appropriating such benefits.

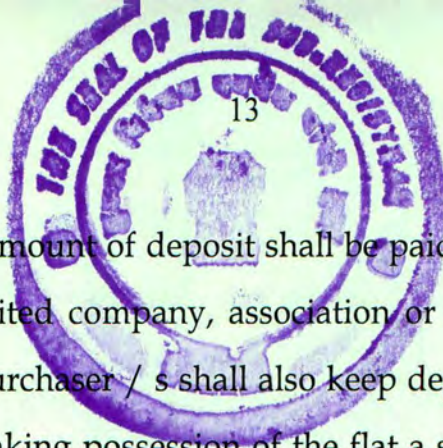


22. The Purchaser / s agrees / agree and bind / s himself / herself / themselves to pay regularly every month by the 5th of each month to the Builders until the lease or the transfer of the said property is executed in favour of a Co-Operative Society, Limited Company, Association or Legal Body as the case may be, the proportionate share that may be decided by the builders or the Co-Operative Society or the Limited Company or legal body as the case may be in the following outgoing.

14

- (a) Insurance premium
- (b) All municipal / CIDCO / CORPORATION assessment bills and other taxes and outgoing that may from time to time be levied against the last and / or buildings, water taxes and the water charges.
- (c) Outgoing for the maintenance and maintenance of the building, common lights and other outgoing and collection charges incurred in connection with the said property.
- (d) The Purchaser / s shall deposit with the Builders before taking the possession of the said FLAT/~~SHOP~~ a sum of Rs. _____ as deposit towards the aforesaid expenses. If found necessary, the FLAT/~~SHOP~~ Purchaser / s shall deposit further amount with the builders on and upon being required or called upon by the Builders. The said sum shall not carry interest and will remain with the builders until the transfer or lease is executed in favour of a Co-Operative Society, Limited Company or legal body as aforesaid

M. Anand



प व ल	
6080	2008
02	02

balance of the amount of deposit shall be paid over to the co-operative society, the limited company, association or a legal body as the case may be. The Purchaser / s shall also keep deposited with the Builders at the time of taking possession of the flat a sum of Rs. 261/- as share money, admission fee and application fee.

The Builders shall maintain a separate account in respect of the sums received on account of the share capital for the promotion of the Co-Operative Society, Limited Company, or any other Legal Body to be formed or towards legal charges and shall utilize the amount only for the purpose for which they have been received.

23. It is agreed that if one or more of such FLAT/~~SHOP~~ are not taken / purchased or acquired by any person other than the Builders at the time the Building is ready for occupation the Builders will be deemed to be the owners thereof until such FLAT/~~SHOP~~ are agreed to be sold by the Builders.

24. The Purchaser / s shall from the date of possession maintain the said FLAT/~~SHOP~~ at his / her own cost in good and tenantable condition and shall not do or suffer to be done anything in or the said Building or the said FLAT/~~SHOP~~ staircase and common passage which may be against the rules or bye-laws of CIDCO or any public authority duly constituted by law or any authority nor shall the Purchaser / s change, alter or make additions in or to the said FLAT/~~SHOP~~ the Purchaser / s shall be responsible for any breach of these provisions.

25. So long each FLAT/~~SHOP~~ in the said Building shall not be separately assessed the FLAT/~~SHOP~~ Purchaser / s shall pay such proportionate part of the assessment in respect of the entire building as may be provisionally determined by the Builders or the Co-Operative Society or the Limited

M. Anand

Company, Association or the legal body as the case may be, whose decision shall be final upon the FLAT/SHOP Purchaser / s.

प व ल	
2008	2008
98 / 83	

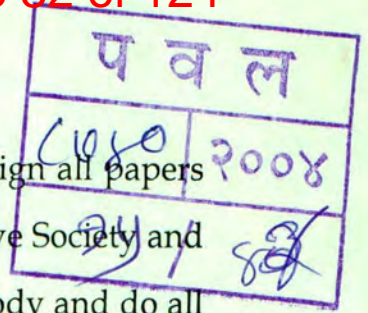
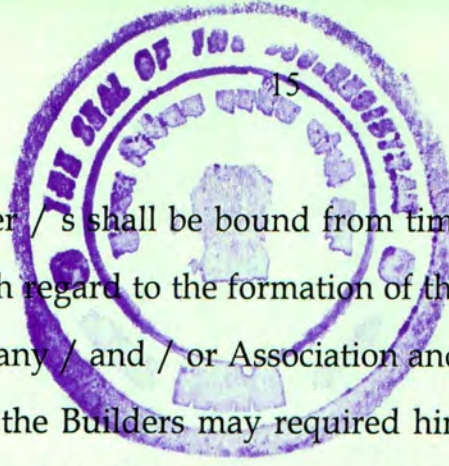
26. The Purchaser / s will not at any time demolish or cause to be demolished the FLAT/SHOP or any part thereof agreed to be purchased by him / her / them nor will make additions or alterations of whatsoever nature to the said FLAT/SHOP or any part thereof. The Purchaser / s shall not permit the closing of verandah or lounges or Balconies or make any alterations in the elevation and outside scheme of the FLAT/SHOP to be acquired by her / him / them.

27. The Purchaser / s shall not store in the FLAT/SHOP goods of hazardous or combustible nature or which tend to damage / affect the construction or structure of the said building.

28. The said project shall always be known as **NEEL ORCHID** and the name of the Co-Operative Housing Society, Limited Company or Legal Body to be formed shall bear the same name or any other name, but the Buildings name shall not be changed.

29. On the completion of the said Building and on the receipt by the Builders of the full payment of all the amounts due and payable to them by all the Purchaser / s of the said Building, the Builders shall co-operate-operative with the Purchaser / s in forming, registering or incorporating a Co-Operative Society, a Limited Company, Association or a Legal Body. The right of the members of the Co - Operative Society or of the said limited company or legal body as the case may be, subject to the rights of the Builders under this Agreement and also subject to the assignment to be executed in pursuance thereof.

M. Anand



30. The Purchaser / s shall be bound from time to time to sign all papers and documents with regard to the formation of the Co-Operative Society and / or Limited Company / and / or Association and / or legal body and do all the other things as the Builders may required him / her / them to do from time to time for safeguarding the interest of the Builders and of the other Purchaser / s of the other premises in the said building. Failure to comply with the provisions of this clause will render this Agreement ipso facto null and void and 20% of the purchase price and other money paid by the Purchaser / s hereunder shall stand forfeited to the Builders.

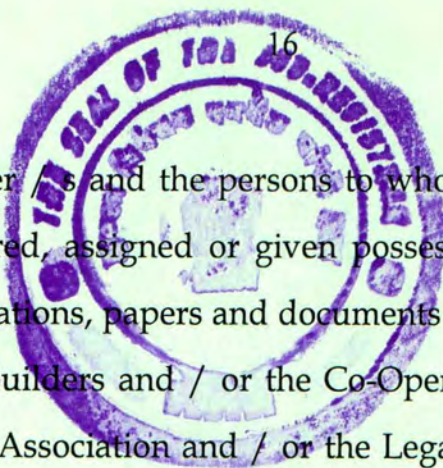
31. When the Co-Operative Society or Limited Company or Association or Legal Body is registered or incorporated as the case may be, and all the said dues paid in full as aforesaid, the Builders shall execute the necessary Assignment / Transfers in favour of such Co-Operative Society, Limited Company, Association or Legal Body as the case may be.

32. Provided it does not in any way affect or prejudice the rights of the Purchaser / s in respect of the said FLAT/~~SHOP~~, the Builders shall be at liberty to sell, assign, transfer or otherwise deal with their rights and interest in the said land and in the building to be constructed thereon.

33. Nothing contained in these presents is intended to be nor constituted to be a grant, demise or assignment in law to the said FLAT/~~SHOP~~ without the consent in writing of the Builders and until all the dues payable by him / her / them to the Builders under this Agreement are fully paid.

34. The Purchaser / s shall not let, sublet, transfer / assign or part with possession of the said FLAT/~~SHOP~~ without the consent in writing of the Builders and until all the dues payable by him / her / them to the Builders under this Agreement are fully paid.

M. Anand



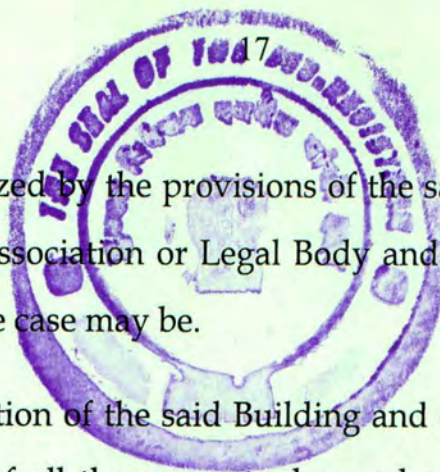
प.प.ल	
CU80	2008
94	83

18

35. The Purchaser / s and the persons to whom the said FLAT/SHOP is let, sublet, transferred, assigned or given possession of, shall from time to time, sign all applications, papers and documents and shall do all acts, deeds, and things as the Builders and / or the Co-Operative Society, and / or the Limited Company, Association and / or the Legal Body as the case may be, required for safeguarding the interests of the Builder and / or the other FLAT/SHOP Purchaser / s in the said Building.

36. The Purchaser / s and the persons to whom the said FLAT/SHOP is let, sublet, transferred, assigned or given possession of, shall observe and perform all the rules and regulations which the Co-Operative Society, the Limited Company, Association or the Legal Body for protection and maintenance of the Building and the FLAT/SHOP therein and observe and comply with the Building rules and regulations and the bye-laws for the time being of the CIDCO or other local authorities and the Government and other public bodies. The FLAT/SHOP, if let, sublet, transferred, assigned or given Possession shall observe and perform all the stipulations and conditions laid down by such Co-Operative Society, Limited Company, Association, or legal body as the case may be, regarding the Occupation and use of the Building and / or FLAT/SHOP and shall pay and contribute Regularly and punctually towards the taxes or expenses or other outgoing in accordance with the terms and conditions of this Agreement.

37. The Builder will form the Co-Operative Society and / or Limited Company and /or Association or Legal Body after having sold all the FLATS/SHOPS to the Purchaser / s, member/s or Shareholder / s under the provisions of law. All the FLAT/SHOP Purchaser/ s shall extend their necessary co-operation in the formation of the society or the Limited Company being incorporated as the case may be. The right of the Purchaser



/ s will be recognized by the provisions of the said Co- Operative Society, Limited Company, Association or Legal Body and the rules and regulations framed by them as the case may be.

म. च. ल.	
८०८०	२००४
१६	१८

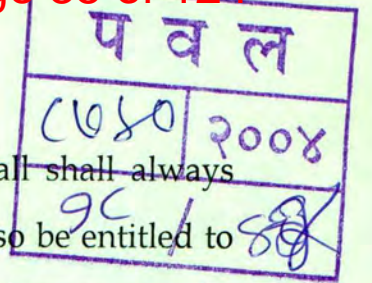
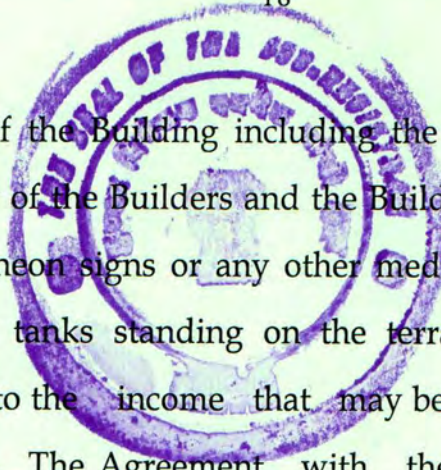
38. On the completion of the said Building and on receipt by the Builders of the full payment of all the amounts due and payable to them by all the FLAT/SHOP/ Purchaser / s shall form, register and incorporate a Co- Operative Society, or Limited Company, or Association or the Legal Body to be formed in purchase hereof shall when the Co-Operative Society, or the Limited Company or Association or the Legal Body is registered or incorporated as the case may be and all the amounts due and payable to the Builders are paid in full as aforesaid and the Builders shall execute the necessary Transfer Assignment in favour of such Co-Operative Housing Society, or Limited Company or Association or Legal Body as the case may be.

19

39. If at any time, any development and / or betterment charges and / or any other levy is levied or sought to be recovered by CIDCO, Government and / or any other public authority in respect of the said land and / or Building, the same shall be the responsibility of the same, be borne and paid by all the FLAT/SHOP Purchaser / s in proportionate shares.

40. The Builders shall have a right until execution of the Transfer Assignment in favour of the proposed Society or Limited Company or Association or Legal Body to make additions, alterations / raise storey or put additional alterations, structures and storeys will be the sole property of the Builders who will be entitled to dispose of the same in any way they choose and the Purchaser / s hereby consent to the same.

M. A. M. A. M.



41. The terrace of the Building including the parapet wall shall always remain the property of the Builders and the Builders shall also be entitled to display hoardings, neon signs or any other media or advertisement on the walls of the water tanks standing on the terrace and Builders shall be exclusively entitled to the income that may be derived by display of the said advertisements. The Agreement with the Purchaser / s and all the Purchaser / s of the other FLAT/SHOP in the said Building shall be subject to the aforesaid right of the Builders who shall be entitled to use the terrace, including parapet walls of the water tank therein for any purpose to put any form of advertisement medium over the Building, as may be permitted by the concerned local authority shall not be in any way, limited or curtailed after the formation of the Co-Operative Society or Limited Company or Association as the case may be and the conveyance in its favour.

42. The Purchaser / s shall maintain at his / her / their own cost the said premises agreed to be purchased by him / her / them and shall abide by all bye-laws, rules and regulations of the Government, Maharashtra State Electricity Board, CIDCO and any other authorities and local bodies shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-law and shall observe and perform all the terms and conditions contained in this Agreement.

43. All notices to be served on the FLAT/SHOP Purchaser / s as contemplated by this Agreement shall be deemed to have been duly served to them if sent to their respective FLAT/ SHOP by registered post or under Certificate of posting at his / her / their address specified below:

To,

Ms. Anand P. Isedick., New Poofa Apartment,
Flat No. 11, Penny Cross Rd, Boricha, Mumbai - 50.

M. Anand



44. The Purchaser / s shall lodge this Agreement with the Sub-Registrar of Assurances at Panvel and intimate to the Builders within 7 days, the number under which the Agreement is lodged for registration and such other particulars of lodgment.

प व ल	
८०४०	२००४
१९	१०

45. This agreement shall always be subject of the terms of agreement to lease and the rules and regulations, if any, made by CIDCO and / or the Government of Maharashtra and / or other Authority governing the said transaction.

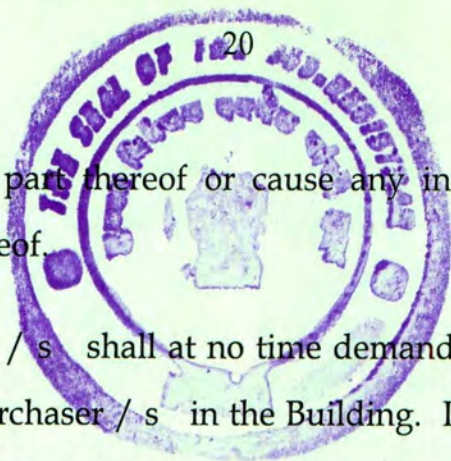
21

46. The Purchaser / s hereby agree / s and bind / s to pay his / her / their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Lease Deed / Deed of Assignment to be executed by CIDCO in favour of the Co-Operative Society or Limited Company or any other corporate body as may be formed by the Purchaser / s herein and other Purchaser / s of the premises in the said Building. In case CIDCO shall execute the Lease Deed in favour of the Builders, then the Builders shall execute the Deed of Assignment in favour of the Society, Limited Company, Association or any other Corporate Body as aforesaid. In that event, the Purchaser / s shall also be liable to the proportionate stamp duty and registration charges as fixed by the Builders in respect of both the Lease Deed and the Deed of Assignment transfer.

47. The Purchaser / s hereby covenants to keep the premises, walls, sewerage, drainage, pipes and appurtenances thereon in good condition and in particular so as to support shelter and protect the parts of the Building other than his / her / their own.

48. The Purchaser / s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises in or of the

M. D. D. D.



प व ल	
20/80	2008
20 / 80	80

said Building or any part thereof or cause any increased premium to be payable in respect thereof.

49. The Purchaser / s shall at no time demand partition of his / her / their interest of the Purchaser / s in the Building. It is being hereby agreed and declared by the parties that the interest in the said Building is impartible and it is agreed by the Purchasers that the Builder shall not be liable to execute any document for that purpose in respect of the said premises in favour of the Purchaser / s.

22

50. The Builders shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said Building after formation of Co - Operative Society, Company, Association or a Legal Body. The Builders shall however, bear and pay the Municipal Taxes and the dues of CIDCO for the same.

51. The Purchaser / s undertake/s to pay increase in taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and / or other public authority.

52. The Purchaser / s hereby gives his / her / their express consent to the Builders to raise any loan against the said plot and / or the said Building under construction and to mortgage the same with any bank or bankers or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the Builders at their own expenses on or before the formation of the Co-Operative Society, Limited Company or such other legal body.

53. The Purchaser / s covenant with the Builders that if at the request of the Purchaser/s the builders make any change in the FLAT/SHOP or other

प व ल	
1080	2008
29	88

unit agreed to be sold and as a result of this the Builders have to use any material less than the other Purchaser /s even the Purchaser / s shall not be entitled to any reduction in the agreed price of the said premise and he / she / they shall be liable to pay the entire agreed price as per the Agreement. Similarly the Builders shall not be bound to carry out any extra additional work for the Purchaser / s without their being a written acceptance by the Builder to carry out the said additional extra work for the Purchaser / s (which again shall be at the sole discretion of the Builder). Incase if the Builders have agreed to do any additional extra work for the Purchaser/s, the Purchaser/s shall within 7 days from the date when the Builders estimated cost for carrying out the said additional extra work deposit with the Builders the said estimated cost. If the Purchaser / s fails to deposit the estimated cost for the additional extra work agreed to be carried out by the Builder, then the Builders shall not be liable to carry out the additional work in the premises of the Purchaser/ s.

23

In addition to the cost of Flat/~~Shop~~, the purchaser / s have to pay the following charges -

- 1) Rs. 6800/- towards development charges.
- 2) Rs. 30000/- towards the reimbursement of expenses for procuring electric supply.
- 3) Rs. 5000/- towards procurement of water supply.
- 4) Rs. 1500/- towards legal and document charges.
- 5) Rs. 2061/- towards the formation of Co-op. Society, Share Money etc.
- 6) Rs. 5000/- towards advance payment for maintenance upto six months.

Total - 50361/-

M. Anand



पं. व. ल.	
८०४०	२००४
२२ / ४	

THE FIRST SCHEDULE ABOVE REFERRED TO:

All the piece and parcel of land bearing Plot No. 41, lying being and situated at Sector - 10, New Panvel (W), Navi Mumbai, containing by admeasurement above 2376.56 Sq.Mtrs. or thereabout and bounded as follows:

- On or towards the North - Plot No. 42.
- On or towards the South - 11.30 Mtrs. wide Road.
- On or towards the East - 20.00 Mtrs. wide Road.
- On or towards the West - 10.40 Mtrs. wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

The FLAT/ ~~SHOP~~ NO. A-601 in the project "NEEL ORCHID " on 7th floor, admeasuring in area as 47.931 Sq.Mtrs. (carpet) (Built-up area 57.52 Sq. Mtrs. and Actual terrace area of 10.49 Sq. Mtrs.) and bounded as follows:

- On or towards the North - open Space
- On or towards the South - Flat no. A-602
- On or towards the East - open Space
- On or towards the West - Flat no. A-604

M. Anand



SIGNED, SEALED AND DELIVERED by the

withinnamed 'The Builders'

M/s. NEEL DEVELOPERS

PAN No. AAFN 0849 B

through its partner

Shri Vilas M. Kothari

in the presence of

1. Shrihita v. Shrivale shrivale
2. Kalpna N. Mayekar Kalpna

SIGNED, SEALED AND

DELIVERED by the

withinnamed 'PURCHASER'

Ms. Annel P. Giedrick

Through their G.P.A. Holder.

Pan No. Vanessa Keishing

AAAPF2647Q

Pan No. _____

in the presence of :

1. Shrihita v. Shrivale shrivale
2. Kalpna N. Mayekar Kalpna

प व ल	
८०४०	२००४
२३	४३

25

Vanessa



प व ल	
CV80	२००४
२४	/

26

RECEIVED OF AND FROM THE Purchaser/s within named the day and year first hereinabove written the sum of Rs. 100,000/- (Rupees One lakh only / — Only) being part / advance / ~~full~~ payment of the total consideration to be paid by him to us within mentioned for the sale of FLAT/ SHOP NO. A-601 on 1st floor of the Building "NEEL ORCHID", Plot No. 41, Sector - 10, New Panvel (W).

We say received.

FOR NEEL DEVELOPERS


PARTNER



प व ल	
८७४०	२००४
२५	१ / ८३

27

1. STRUCTURE TO BE R.C.C. FRAMED.
2. ALL EXTERNAL WALLS TO BE OF 0.15 THK BRICKS
3. ALL INTERNAL WALLS TO BE OF 0.115M THK BRICK WALLS.
4. EXTERNAL PLASTER TO BE SAND FACED PLASTER.
5. EXTERNAL FACE OF BUILDING SHALL HAVE ACRYLIC PAINT.
6. INTERNAL WALLS SHOULD BE WHITE WASH.
7. FLOORING TO ALL THE ROOMS SHALL BE OF CERAMIC TILES.
8. KITCHEN SHALL HAVE GRANITE PLATFORM WITH S.S. SINK.
9. KITCHEN PLATFORM SHALL HAVE 0.6 MM DADO OF GLAZED
TILES.
10. KITCHEN SHALL HAVE 0.6 WIDE R.C.C. LOFTS.
11. BATHROOM/TOILETS SHALL HAVE 2.10 M HIGH GLAZED TILES
AND W.C. WILL HAVE GLAZED TILES UPTO WINDOW SILL.
12. COCEALED COPPER WIRING & CONCEALED PLUMBING.
13. ALL THE ROOMS SHALL HAVE POWDER COATED ALUMINIUM
SLIDING WINDOWS (3/4 SECTION).
14. ALL THE DOORS SHALL BE FLUSH DOORS.



प व ल	
८०४०	२००४
२६ / ८३	

28

On the basis of the documents submitted by M/S. NEEL DEVELOPERS, a Partnership Act having its Office at 21, NPM, Sector - 19, Vashi, Navi Mumbai, I certify as under :-

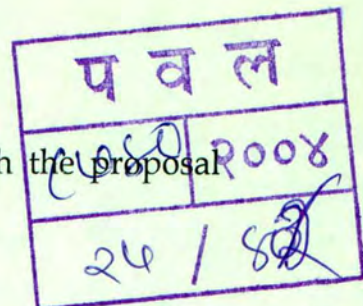
Whereas, the CITY INDUSTRIAL DEVELOPMENT CORPORATION of Maharashtra Ltd., is a Government Company within the meaning of the Companies Act, 1986 (hereinafter referred to as the CIDCO Ltd.,) having its registered office at Nirmal, 2nd floor, Nariman Point, Mumbai 21. The Corporation has been declared as the New Towns Development Authority under the provisions of Sub-Section 3-A of Section 113 of Maharashtra Regional and Town Planning Act 1966 (Maharashtra Act No. XXXVIII of 1966) hereinafter referred to as "THE SAID ACT" for the new town of New Bombay by Government of Maharashtra in the exercise of its powers of the area designated as site for the New Town under the Sub-Section (1) of Section 113 of the said Act.

And whereas, the State Government has acquired land within the designated area of New Panvel, Navi Mumbai and vested the same in the Corporation by an order duly made in that as per the provisions of Section 113 of the said Act.

And whereas by the virtue of being the Development Authority, the Corporation is empowered under the Section 118 of the said Act to dispose off

N

any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.



And whereas, by an Agreement to Lease dated 12th December 2002 executed between the CIDCO Ltd., and M/S. NEEL DEVELOPERS through its Partners MR. VILAS M. KOTHARI and MR. SANJAY V. KOTHARI (hereinafter referred to as the Licensee). The Plot No. 41 in Sector 10 at New Panvel (W), Navi Mumbai admeasuring about 2376.56 sq.mtrs. has been allotted for the construction of building for commercial cum residential user.

The said Builders thereafter got the building plans approved from the Executive Engineer (BP) and Addl. TPO, CIDCO Ltd., vide its letter No. CIDCO/EE (BP) ATPO/1538 dated 28.04.2003.

On the basis of the documents submitted to me, I hereby certify that the title of M/S. NEEL DEVELOPERS to develop the said plot, is free, clear, legal and marketable and without any encumbrances, subject to the conditions incorporated in the said Agreement to Lease dated 12th December 2002 and the Lease Deed to be executed for the said Plot.

SD/-

D.M.KOUSADIKAR

DATED: - 30.12.2002.



प व ल	
CU80	२००४
२८	१६

36

TO WHOMSOEVER IT MAY CONCERN

M/s. Neel Developers, (hereinafter referred to as the said "Firm") carrying on business from plot No. 21, Panvel Matheran Road, Sector - 19, New Panvel - 410 206 have availed of Project Financial Assistance from our Bank for their "Neel Orchid Project" being constructed on plot no. 41, Sector - 10, New Panvel, Navi Mumbai - 410 201 admeasuring approx. 2376.56 sq.mtrs, as sanctioned by us vide our Sanction Letter No. COS/VAS/NEEL.SAN/1024/2002-2003 DT. 23rd October 2002.

As per the terms of the sanction, the said Firm has mortgaged the said plot of land bearing plot no. 41, Sector - 10, New Panvel (W), Navi Mumbai - 410 206 in favour as a security for the repayment of the above financial assistance and has executed an Indenture of Mortgage for the same on 13th December, 2002 and registered with the Sub-Registrar at Panvel on 13th December, 2002 under registration no. Uran/09032/2002.

As per the terms of our Sanction Letter the bank has conveyed its consent and allowed the said Firm to develop the abovementioned plot no. 41 and construct building consisting of residential flat/s and / commercial tenement/s and to sell and or to enter into an agreement to sell with the prospective purchasers of those flat/s and or commercial tenement/s subject to deposit of sale proceeds in the loan account of the said Firm being maintained in the Cosmos Co-op. Bank Ltd., Vashi Branch and the bank has further conveyed its consent to mortgage such flat/s or tenement/s by the

प व ल	
८७४०	२००४
२९	/ ४०

prospective purchasers with any other financial institution subject to issuance of the Cheques /D.D. of sale proceeds of the flat/s or tenement/s by the flat purchasers and/or their financial institutions in the name and in the fashion as "The Cosmos Co-op. Bank Ltd., Vashi Br. A/c M/s. Neel Developers."

31

We therefore state that the bank has no objection to the Firm selling and transferring the individual units to the respective purchasers thereof subject to observance of forgoing conditions.

We further state that, we have no objection to the purchasers of individual units availing individual loans from any financial institution for the purchase of the individual units and to mortgage the said individual units in favour of the said financial institution by way of security for the repayment of the individual loans. We also further state that the said financing institution is free to deal with the said individual units in any manner whatsoever without further reference to us.

This general no objection certificate is being issued by us to enable the Firm to sell the individual units in the said project.

For The Cosmos Co-op. Bank Ltd.

SD/-

Chief General Manager

Mumbai Regional Office.

सिडको

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

नोंदणीकृत कार्यालय :

'निर्मल', दुसरा मजला, नरीमन पॉईंट,

मुंबई - ४०० ०२९.

दूरध्वनी : ००-९९-२२-२२०२ २४८९ / २२०२ २४२०

फॅक्स : ००-९९-२२-२२०२ २५०९

मुख्य कार्यालय :

'सिडको' भवन, सी.बी.डी., बेलापूर,

नवी मुंबई - ४०० ६९४.

दूरध्वनी : ००-९९-२२-५५९९ ८९००

फॅक्स : ००-९९-२२-५५९९ ८९६६

संदर्भ क्र.:

CIDCO/BP/ATPO/

To.

M/s Neel Developers,

21, NPM, Sector-19, New Panvel.

NAVI MUMBAI

दिनांक :

प व ल	
८०४०	२००४
३० / २२/०४	

Sub:- Occupancy Certificate for Residential Cum Commercial Building on Plot no.41, Sector-10 at New Panvel (W)

Ref:- 1) Your architect's letter dated 8/06/2004

2) Architect completion certificate dtd. 08/06/2004

3) Structural Stability Certificate dtd. 07/06/2004

4) D.C.C. dtd. 07/04/2004

5) Lift completion certificate dtd. 06/08/2004

Dear Sir,

Please find enclosed herewith the necessary Occupancy Certificate for Residential Cum Commercial Building on above mentioned plot alongwith as built drawing duly approved.

Thanking you,

Yours faithfully,

(N.S. Swami)

ADDL. TOWN PLANNING OFFICER
Navi Mumbai & Khopta

सिडको

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

नोंदणीकृत कार्यालय :

'निर्मल', दुसरा मजला, नरीमन पॉईंट,

मुंबई - ४०० ०२९.

दूरध्वनी : ००-९१-२२-२२०२ २४८९ / २२०२ २४२०

फॅक्स : ००-९१-२२-२२०२ २५०९



मुख्य कार्यालय :

'सिडको' भवन, सी.बी.डी., बेलापूर,

नवी मुंबई - ४०० ६९४.

दूरध्वनी : ००-९१-२२-५५९९ ८९००

फॅक्स : ००-९१-२२-५५९९ ८९६६

संदर्भ क्र.:

REF NO: CIDCO/BP/ATPO/

दिनांक :

OCCUPANCY CERTIFICATE

प व ल	
८०४०	२००४
३९	६८४४

I hereby certify that the development of Residential Cum Commercial Building [Res. BUA = 2911.469 Sq.mtrs. Comm. BUA = 634.739 Sq.mtrs. Total 3546.208 Sq.mtrs. (No. of Units - 69, C-19) on Plot no. 41, Sector-10 at New Panvel (W) of Navi Mumbai completed under the supervision of M/s Designo has been inspected on 18/06/2004 & 06/08/2004 and I declare that the development has been carried out in accordance with the General Development Control Regulations and the conditions stipulated in the Commencement Certificate dated 28/04/2003 and that the development is fit for the use for which it has been carried out.

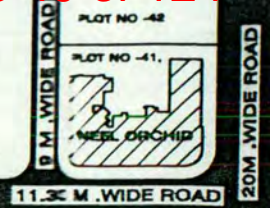
33

(N.S. Swami)

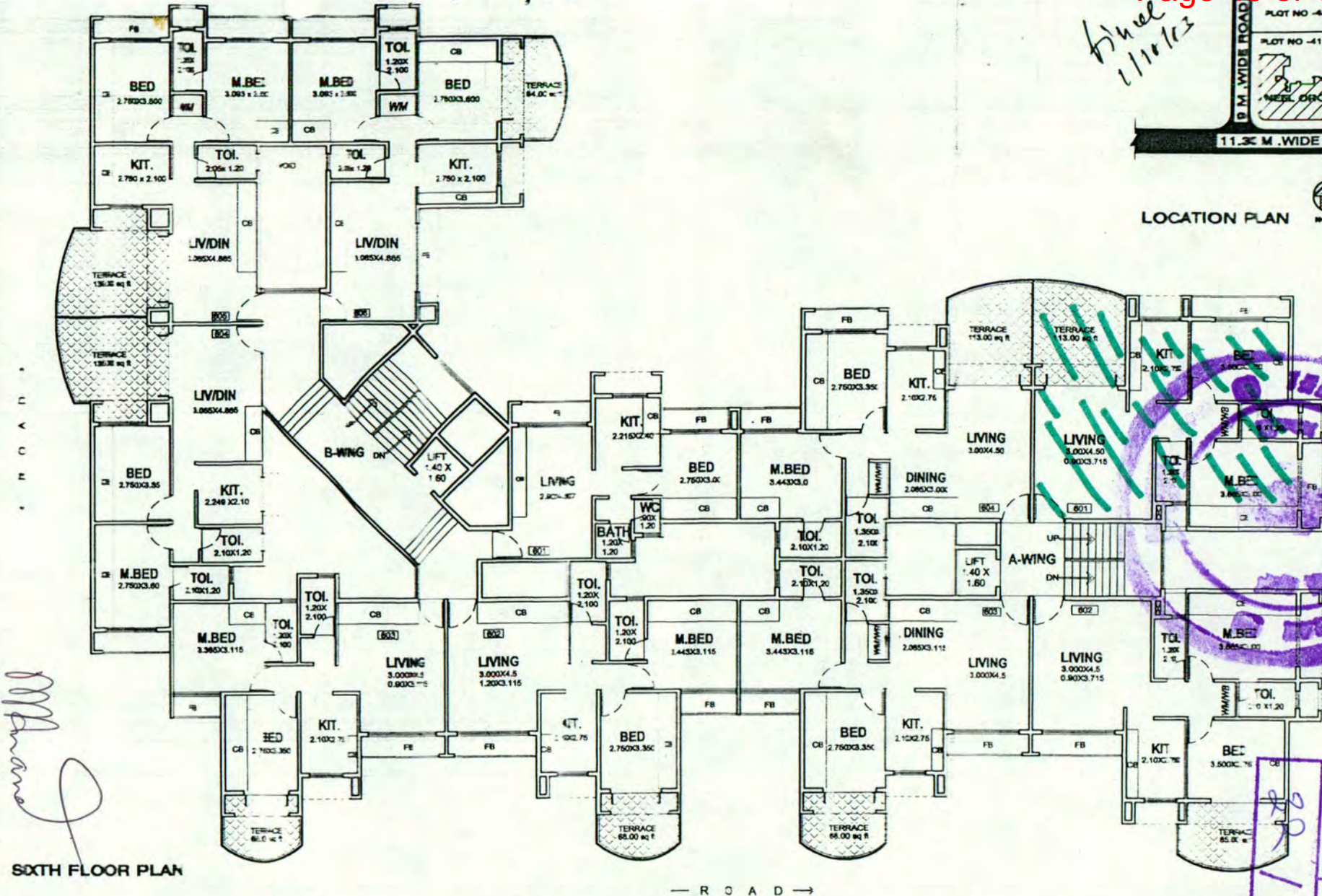
ADDL. TOWN PLANNING OFFICER
Navi Mumbai & Khopta

N/A

Final
11/10/13



LOCATION PLAN



SIXTH FLOOR PLAN

DEVELOPERS
NEEL GROUP

O/H 21, NPM SEC-10, NEW PANVEL TEL: 745404 - 517.
B.O. 517, YASHWAN CHAMBERS, SEC-17, VASE
TEL: 2792671 2672

NEEL ORCHID
PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING
ON PLOT NO -41, SECTOR-10, NEW PANVEL

26/09/2003



ARCHITECT
DESIGNO

708, JEL CHAMBERS,
SECTOR 17, VASE, NAYI MUMBAI
PHONE: 2782795, 2782606

1080/2008
2008/2008
b p h

24



रुपये 100 अ. नं. 18062 दिनांक 18-2-2008

श्री समर्थकृपा शेराँकर, पनवेल.

नांव किला हे अ. नं. 18062
नवीन पनवेल पाने दोरी

9922
24/2

(सुनिश्चित
अ. नं. 18062)

प व ल	
1080	2008
32 / 18	

Dated 22/02/2008 **POWER OF ATTORNEY**

TO ALL to whom these presents shall come, We, M/s. M/s. NEEL DEVELOPERS, partnership firm registered under the Indian Partnership Act, 1932 represented by their Partners (1) Shri Vilas M. Kothari and (2) Shri Sanjay Vasantlal Kothari, having their address at Plot No. 10, Road No. 16, Sector 10, New Panvel, District Raigad, SEND GREETINGS

WHEREAS :

1. We are carrying on business of developing the properties by constructing building/s in the name and style of M/s. NEEL DEVELOPERS and sell of flats/shops/office premises and such other premises in such building/s on the basis as contemplated by the



श र ण	
2008	2008
32 / 18	



प व ल	
1080	2008
28 / 8	

36

provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 hereinafter referred to as "the said Act" and as such we are required to execute Agreements for Sale in favour of the prospective purchasers of flats/shop/office premises and such other premises in such building/s and lodge such Agreements for registration before the Sub-Registrar, Panvel as required under Section 4 of the said Act and the Registration Act, 1908.

2. Due to our business activities, we are unable to appear before the Sub-Registrar for admitting execution of the Agreements for Sale and/or other instruments as contemplated under the said Act.

3. We are, therefore, desirous of appointing **Mr. Prashant Krishnakant Thakur**, an employee in our office, to admit execution of the such Agreements for Sale and/or other instruments as required to be registered under the said Act, which the said Attorney has agreed to do.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that we do hereby nominate, constitute and appoint the said **Mr. Prashant Krishnakant Thakur** to be our true and lawful Attorney for the purpose expressed, that is to say :



उ र ण	
8	2002
2 / 9	



प व ल	
1080	2008
34	1

37

1. To **present** and **lodge** in the office of the Sub-Registrar, Panvel and to **admit execution** of the Agreements for Sale and/or other instruments as required to be registered under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Registration Act, 1908 entered into by us in favour of the prospective purchasers of flats/shop/office premises and such other premises in the building/s constructed by us and to do all acts and things necessary for effectively registering the such Agreements.

2. **AND WE DO HEREBY** agree to ratify and confirm all and whatever our said Attorney shall or purport to do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF we have put our hands the hand the day and the year first hereinabove written.

SIGNED AND DELIVERED by the
withinnamed M/s. Neel Developers
by the hand of their Partner
Shri Vilas M. Kothari, in the
presence of

) For M/s. Neel Developers

1) [Signature]
(Shri [Signature] A.S.)

) (Vilas M. Kothari)

) Partner

2) [Signature]
(Shri [Signature] Kalpana V. Mayekar)

I CONSENT

[Signature]
(Prashant Krishnakant Phadkar)



३ २ ५	
४	२७.१.२००२
३ / ५	



12/2002

7:39 pm

दस्त गोषवारा भाग-1

1080 2008

36 / 50

क्रमांक : 1196/2002

साचा प्रकार : Execution of Power

क्र. पक्षकाराचे नाव	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
---------------------	-------------------	-----------	---------------

नील डेव्हलपर्स तर्फे व्ही. एम. कोठारी

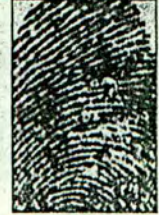
Executor



प्लॉट नं. 10, रोड नं. 16, सेक्टर 19, नवीन पनवेल सही

, प्रशांत के. ठाकुर

Executant



गुरुकृपा सोसा., रुपाली सिनेमा जावळ, पनवेल

सही

उ र ण

8 9900 2002

8 / 9





प व ल	
1080	2008
36	1

दस्त क्र. [उरण-1196-2002] भा. भा. भा.
गजार मुल्य : मोदयला : 1 रजले मुदय शुल्क : 100

दस्त हजर केल्याचा दिनांक : 22/02/2002 04:11 PM
नेपादनाचा दिनांक : 22/02/2002

दस्ताचा प्रकार : (7) मुखत्यारीची अंमलवजावणी म्हणून नेमणूक
शेवका क्र. 1 ची वेळ : (सादर वजावणी) 22/02/2002 04:11 PM
शेवका क्र. 2 ची वेळ : (फी) 22/02/2002 04:14 PM
शेवका क्र. 3 ची वेळ : (कबुली) 22/02/2002 04:16 PM
शेवका क्र. 4 ची वेळ : (ओळख) 22/02/2002 04:17 PM

पावली क्र. 11 दिनांक: 22/02/2002
पावलीचे वर्ग :
नांव: नील देवदास तर्फे व्ही. एम. कोठारी

100 : नावणी फी
100 : न्यायदल (अ. 11(i)), घुष्टकनाची नववरी
(अ. 11(2))
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकशित रु.

200: एडवोकेट

दु. निबंधकाची सही, उरण (पन्नेल 2)

दस्तऐवज करून देणार तथाकथित [मुखत्यारीची अंमलवजावणी म्हणून नेमणूक] दस्तऐवज करून
ल्याचे कबूल करतात.

ओळख :

मालील इसम असे निवेदीत करणारा माली, तो दस्तऐवज करून देणा-यांना व्याक्तीशा ओळखतात, य
ांची ओळख पटवितात.

सजय एस. दलाल, किनारा बारा, पन्नेल
हिरेश एस. ठक्कर, राजी बारा, पन्नेल

निबंधकाची सही
रण (पन्नेल 2)

उ र ण	
9908	2002
9/3	

... 8 ... निबंधकाचे मुदय 9908 ... निबंधरी
नोदरा

तारीख 22 भा. 2

दु. निबंधक, उरण.

सन 2002





पुणे न्यायालय दिनांक

1 DEC 2004

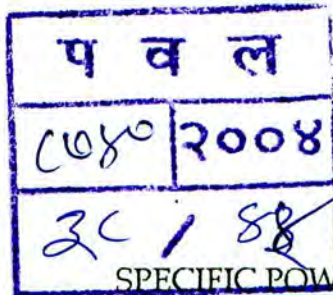
न्यायाधीशपदाधिकारी-पनवेल, जि.पुणे

न्यायाधीशपदाधिकारी, पनवेल

अ. नं. ६५५ रकमे १०० दिनांक ७/१२/०४

नांव मांजु श्री. फेड्रिक

रा. न्यायाधीशपदाधिकारी, पनवेल

अनुज्ञा क्र. १/२००४-०३
फ्लॉट नं. ५, रोड नं. १२,
सेक्टर १९, नविन पनवेल.हेमंत एस. चतारे
स्टॅम्प वेंडर

SPECIFIC POWER OF ATTORNEY



TO ALL TO WHOM THESE PRESENTS SHALL COME: I ANAND P FREDRICK, age 39 yrs, an adult Indian inhabitant, residing at Nav Pooja Apartment, Flat No. 11, Perry Cross Road Bandra (W) Mumbai - 400 0050, send greetings.

WHEREAS:

1. That I have purchased a Flat bearing No 601, on 6th floor in Building NEEL ORCHID on Plot NO.41, in Sector, 10, New Panvel Navi Mumbai 410 206, here in after referred to the said property, which is more particularly descried in the schedule of the property, from NEEL DEVELOPERS Partnership firm having office at 21, N.P.M Road Sector 19, New Panvel New Mumbai 410 206.

-----1-----

-----2-----



WHEREAS:

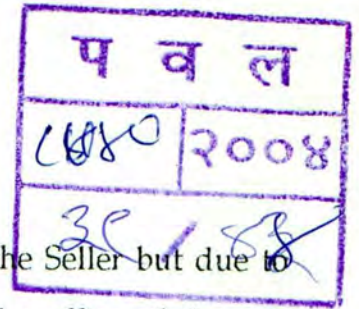
2. I have already executed the Agreement for sale with the Seller but due to certain personal constrain I am not able to come to the office of the sub Registrar Panvel for getting the said Agreement for sale registered. I there for propose to appoint Miss. VANESSA KEISHING age 28 years residing at Nav Pooja Apartment, Flat No. 11, Perry Cross Road Bandra (W) Mumbai - 400 0050, as my true and Law full Attorney with full Power to do and executed the following acts, deeds & things which she has agreed to do
- WHEREAS:

3. So I therefore desirous of appointing, Miss VANESSA KEISHING, whose present photograph is affixed below and her signature is duly attested by me as my true and lawful attorney to attend the office of Sub-Registrar to admit the execution of the said conveyance on my behalf and which the said attorney has agreed to do. And to put the Transfer of that property in the records of the CIDCO office, M.S.E.B. Office, Association.

NOW KNOW YOU ALL AND THESE PRESENT WITNESS THAT:

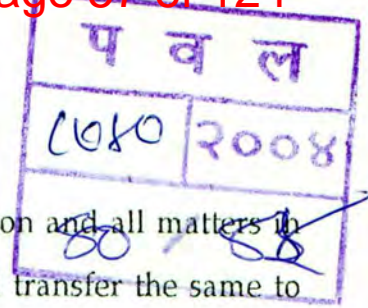
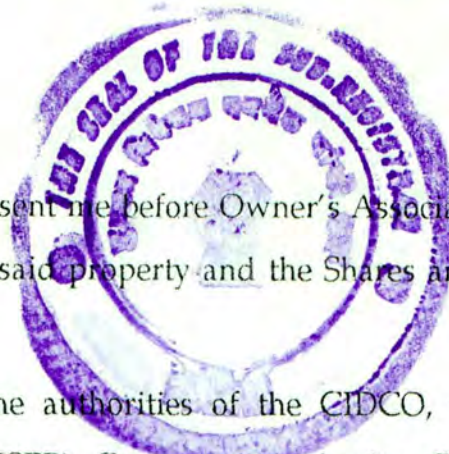
I do hereby nominate, constitute and appoint Ms. VANESSA KEISHING to my true and lawful attorney for the purpose expressed i.e. to say: -

4. On or at the time of completion of the Purchase of the said property, to execute the Deed of Conveyance/Sale, in my name.
5. To sign the necessary transfer forms for transferring the said property to the name of the Purchaser in the records of the Municipal Corporation and in the revenue records of the Government.
6. To execute any other documents incidental to the Deed of Conveyance / Sale if required and as advised by the Advocate.
7. To Lodge the Deed of Conveyance and other documents if any executed and requiring registration in the Office of the Registrar or Sub Registrar of Assurance concerned and or to admit execution made before him.
8. To receive formal possession of the said property to the Purchaser by taking over vacant and peaceful possession of such part/full of the said property.



40





41

9. To appear and represent me before Owner's Association and all matters in connection with the said property and the Shares and transfer the same to my name.
10. To appear before the authorities of the CIDCO, the Maharashtra State Electricity Board, (MSEB), Competent Authority, Court constituted under the Government Eviction Act, and / or any other authority constituted under the Central / State Government or Local Body.
11. To appear and represent me before the revenue authorities for transfer of the stamp duty, Registration Charges etc. as may be applicable.
12. To apply for a telephone connection and its installation in the said property in my name or in the name of the Attorney and for this purpose to appear and represent me before the authorities of MTNL, and sign, execute necessary application and make deposits as may be required for.
13. And Generally to do all acts, deeds, matters and things whatsoever necessary, as may be required for perfectly securing and assuring all the rights, in an upon the said property.
14. I hereby agree that all acts, deeds, matters and things Lawfully done or cause to be done by my Attorney shall be construed to be as Acts, Deeds, Matters, and things done by me. And I hereby Ratify and Confirm and agree to Ratify all and whatsoever our said Attorney shall do or caused to be done for me in respect of the said property and shares, shall be by virtue of these presents.

SCHEDULE OF THE PROPERTY: -

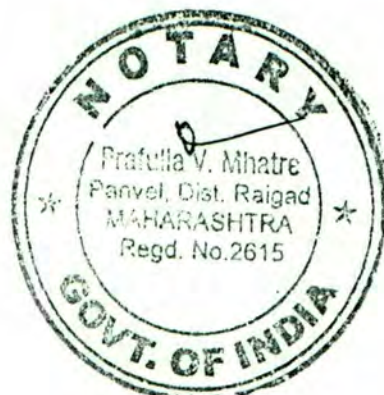
A Flat No. 601, admeasuring 976 Square Feet Built up area (90.70 Square Meter Built up) on 6th Floor in Building NEEL ORCHID on Plot No. 41, in Sector 10, New Panvel Navi Mumbai 410 206.

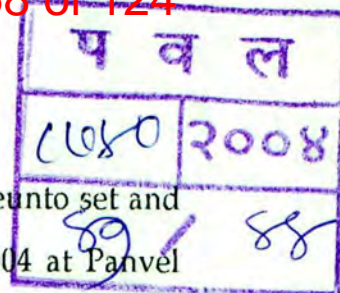
On the North by: _____

On the South by: _____

On the East by: _____

On the West by: _____





IN WITNESS WHEREOF I ANAND P. FREDRICK have and hereunto set and subscribed my hand on this _____ day _____ year 2004 at Panvel and attesting the signature of Ms. VANESSA KEISHIN G, (Attorney) along with her photograph.

Donor: - ANAND P. FREDRICK.

Signature: -

Left Thumb Impression

Anand P. Fredrick



Donee: - Ms. VANESSA KEISHIN G.

Signature

Left Thumb Impression.

Vanessa



Identified by

Ad P.S. Theddy

1.

Ad P.S. Theddy

2.

P. S. JYOTU
M.A., B.ED., LL. B.
ADVOCATE HIGH COURT



15 DEC 2004

Before Me.

BEFORE ME

Prafulla V. Mhatre
15/12/04

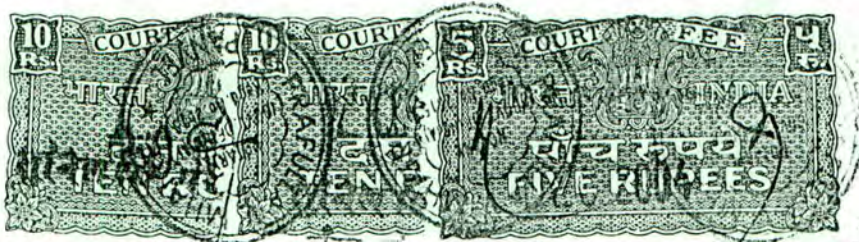
PRAFULLA V. MHATRE

M.Com., LL.B., DTM

ADVOCATE & NOTARY
(GOVT. OF INDIA)

ASHWAMEDH, Plot No.11, Road No.18
Sector No.12, New Panvel-410206,
Dist. Raigad, Maharashtra.
Ph : 2745 7479

NOTED AND REGISTERED
At Sr. No. 604/2004





Wednesday, December 15, 2004
5:36:16 PM

नॉदणीपूर्व गोषवारा

43

(1) विलेखाचा प्रकार	करारनामा
	करारनामा
(2) मोबदला	रु. 900,000.00
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	रु. 669,000.00
(4) बाजारभावाप्रमाणे मुद्रांक शुल्क	रु 37750.00
(5) बाजारभावाप्रमाणे नॉदणी फी	रु 9000.00
(6) दस्त निष्पादित केल्याचा	15/12/2004

सूचना

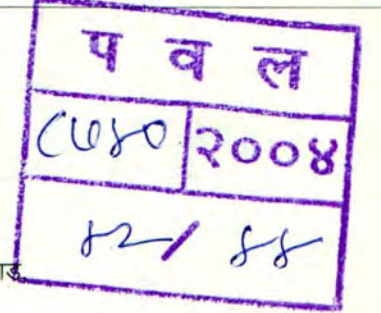
- 1) ही माहिती पक्षकारांनी साक्षात्कृत केलेल्या इनपुट फॉर्मवर आधारित आहे.
- 2) दस्ताची माहिती संगणकावर घेण्यात आली याचा अर्थ दस्त नॉदणीसाठी स्वीकारला असा नाही. दुय्यम निबंधक दस्त नाकारू शकतात किंवा नियमानुसार योग्य ती अन्य कार्यवाही करू शकतात.
- 3) बदल/दुरुस्त्या कराव्यात. * लागू नसलेला मजकूर खोडावा
- 4) क्रमांक 1,2,3,4,5,6 मध्ये बदल करता येणार नाही

(7) पृष्ठांची संख्या	40
(8) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	(1)
(9) मालमतेचे इतर वर्णन	(1) वर्णन: सदनिका क्र. ए-601, सहावा मजला, नील ऑरकिड, प्लॉट क्र.41, से.10, नवीन पनवेल (प)जि रायगड तळ मजला अधिक 7 मजल्यांची इमारत
(10) क्षेत्रफळ	(1) 57.52 चौ.मी. बिल्टअप व टेरेस 10.49 चौ.मी.

(11) आकारणी किंवा जुडी देण्यात असेल तेव्हा	(1)
--	-----

(12) *दस्तऐवज करून देण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व पत्ता	(1) मे नील डेव्हलपर्स तर्फे प्राधिकृत भागीदार विलास एम कोठारी यांचे विशेष कु.मु.म्हणून प्रशांत कृष्णाकांत ठाकूर - ; घर/प्लॉट नं: प्लॉट क्र.21, एन पी एम रोड, से.19, नवीन पनवेल ; गल्ली/र - ; ईमारतीचे नाव: - ; ईमारत नं: - ; पेठ/वसाहत: - ; शहर/गाव: - ; तालुका: - ; पिन: 00; पॅन नम्बर: एबीएफएन0849बी.
--	---

(13) *दस्तऐवज करून घेण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व पत्ता	(1) आनंद प्रदीप फ्रेड्रीक यांचे वतीने कु.मु.म्हणून वेनीस्सा किशींग - - ; घर/प्लॉट नं: सदनिका क्र.11, नवपुजा अपार्ट., पेरी क्रॉस रोड, बांद्रा(प)मुंबई-50 ; गल्ली/रस्ता: - ; ईमारतीचे नाव: - ; ईमारत नं: - ; पेठ/वसाहत: - ; शहर/गाव: - ; तालुका: - ; पिन: पॅन नम्बर: -.
---	---



पूर्व नॉदणी गोषवा-यामध्ये इनपुट फॉर्म प्रमाणे अचूक डाटा एंट्री करण्यात आली आहे.

पूर्व नॉदणी गोषवारा तपासून पाहिला
तो बरोबर आहे/त्याच्यात नमूद केलेले *
बदल/दुरुस्त्या कराव्यात.

(डाटा एंट्री ऑपरेटर ची स्वाक्षरी)

(पक्षकाराची स्वाक्षरी)

नॉदणीपूर्व गोषवारा इनपुट फॉर्म प्रमाणे आहे व याचा मेळ मूळ दस्ताशी घेण्यात आला आहे. पक्षकाराने नमूद केलेले *बदल/दुरुस्त्या याचा समावेश करण्यात आला आहे.

(दुय्यम निबंधकाची स्वाक्षरी)





15/12/2004

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

पन्नेल 1

दस्त क्र 8740/2004

5:38:51 pm

पनवेल 1

६३१४४

दस्त क्रमांक : 8740/2004

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
----------	------------------------	-------------------	-----------	---------------

1	<p>नाव: आनंद प्रदीप फ्रेड्रीक यांचे वतीने कु.मु.म्हणून</p> <p>वेनीस्सा किशींग - -</p> <p>पत्ता: घर/फ्लॅट नं: सदनिका क्र.11, नवपुजा अपार्ट., पेरी क्रोस रोड, बांद्रा(प)मुंबई-50</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत -</p>	<p>लिहून घेणार</p> <p>वय 028</p> <p>सही</p> <p><i>Vanesa</i> D. H. Holbar</p>		
---	--	---	--	--

2	<p>नाव: मे नील डेव्हलपर्स तर्फे प्राधिकृत भागीदार विलास एम कोठारी यांचे विशेष कु.मु.म्हणून प्रशांत कृष्णकांत ठाकूर - -</p> <p>पत्ता: घर/फ्लॅट नं: प्लॉट क्र.21, एन पी एम रोड, से.19, नवीन पनवेल</p> <p>गल्ली/रस्ता</p>	<p>लिहून देणार</p> <p>वय 029</p> <p>सही</p> <p><i>Channu</i></p>		
---	--	--	--	--

५५





दस्त गोषवारा भाग - 2

पवल1

दस्त क्रमांक (8740/2004)

88/88

दस्त क्र. [पवल1-8740-2004] चा गोषवारा
बाजार मुल्य : 669000 मोबदला 900000 भरलेले मुद्रांक शुल्क : 37750

दस्त हजर केल्याचा दिनांक : 15/12/2004 05:33 PM

निष्पादनाचा दिनांक : 15/12/2004

दस्त हजर करणा-याची सही :

Vanessa
P.A. Holder

दस्ताचा प्रकार : 25) करारनामा

दस्त अनुच्छेद प्रकार: करारनामा

शिवका क्र. 1 ची वेळ : (सादरीकरण) 15/12/2004 05:33 PM

शिवका क्र. 2 ची वेळ : (फ्री) 15/12/2004 05:36 PM

शिवका क्र. 3 ची वेळ : (कबुली) 15/12/2004 05:37 PM

शिवका क्र. 4 ची वेळ : (ओळख) 15/12/2004 05:38 PM

दस्त नोंद केल्याचा दिनांक : 15/12/2004 05:38 PM

ओळख :

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

1) जयवंत एकनाथ भोषी-- , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: रीटघर

तालुका: पनवेल

पिन: -

2) अभिजीत विनायक दातार- , घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: परदेशी आळी, पनवेल

शहर/गाव: -

तालुका: -

पिन: 0

पावती क्र.: 8741 दिनांक: 15/12/2004

पावतीचे वर्णन

नांव: आनंद प्रदीप फ्रेड्रीक यांचे वतीने कु.मु.म्हणून
वेनीस्सा किशींग - -

9000 : नोंदणी फी

800 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्का
(आ. 11(2)),

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

9800: एकूण

दु. निबंधकाची सही, पनवेल 1

45

30

30

समाप्ति करणेत येते की या दस्तामध्ये एकूण 88 पाने आहेत.

दुय्यम निबंधक, पनवेल.

दु. निबंधकाची सही
पनवेल 1



पुस्तक क्रमांक 906
क्रमांक 2680 वर
नोंदला

दिनांक 99- माहे 92 सन 2008



NEEL DEVELOPERS

Builders & Developers

Plot No. 21, Panvel - Matheran Road, Sector - 19, New Panvel - 410 206.

①

Ref. No.

Date : 10/12/2004

To,
Mr. Anand P. Fredrick
Nav Pooja Apartment,
Flat No. 11,
Penny Cross Road,
Bandra (W),
Mumbai - 50.

Dear Sir / Madam,

Subject : Allotment for Flat No. A - 601 on Sixth Floor in Building "Neel Orchid"
Commercial cum Residential Complex on Plot no. 41, Sector - 10, New
Panvel (W).

As per your request we have allotted a Flat No. A - 601 on Sixth Floor (hereinafter called as the said unit) in the proposed building "Neel Orchid" Commercial Cum Residential Complex on Plot No. 41, Sector - 10, New Panvel (W). The City & Industrial Development Corporation of Maharashtra (hereinafter referred to as the Corporation) has sanctioned our plan and granted Development Permission and issued Commencement Certificate dated 28.04.2003 bearing no. CIDCO / EE (BP) / ATPO / 1538.

This is to record that you have pursued the allotment letter dated 20th August 2002, Agreement to Lease dated 12th December 2002, sanctioned plans, and Development Permission and Commencement Certificate dated 28th April 2003.

In response to your request, we (hereby called the Builders) have allotted for you Flat No. A - 601 on Sixth Floor of an approximate Carpet Area of 47.937 Sq.Mtrs., for a Lump Sum price of Rs. 9,00,000/- (Rupees Nine Lakhs Only), which has to be paid to us as per the payment schedule, set here under. Along with the said unit Cupboard Area of 5.927 Sq.Mtrs., Flower Bed Area of 4.312 Sq.Mtrs., & Actual Terrace Area of 10.49 Sq.Mtrs. shall be provided.



NEEL DEVELOPERS

Builders & Developers

Plot No. 21, Panvel - Matheran Road, Sector - 19, New Panvel - 410 206.

2

Ref. No.

Date :

.2.

PAYMENT SCHEDULE

1.	Earnest Money Deposit	20%
2.	On or before completion of Commencement	10%
3.	On or before completion of Plinth	10%
4.	On or before completion of 1 st Slab	5%
5.	On or before completion of 2 nd Slab	5%
6.	On or before completion of 3 rd Slab	5%
7.	On or before completion of 4 th Slab	5%
8.	On or before completion of 5 th Slab	5%
9.	On or before completion of 6 th Slab	5%
10.	On or before completion of 7 th Slab	5%
11.	On or before completion of 8 th Slab	5%
12.	On or before completion of Brickwork.	5%
13.	On or before completion Internal Plaster / External work.	5%
14.	On or before completion Tiling / Flooring	5%
15.	On obtaining Occupancy Certificate	5%

We further record that we shall be tentatively handing over possession of the said unit to you on or about Dec. 2004.

This reservation is made subject to the following terms and conditions :-



NEEL DEVELOPERS

Builders & Developers

Plot No. 21, Panvel - Matheran Road, Sector - 19, New Panvel - 410 206.

3

Ref. No.

Date :

.3.

1. The reservation amount for the above-mentioned unit is Rs. 9,00,000/- (Rupees Nine Lakhs Only), which has to be paid as follows: -

(A) Rs. 1,00,000/- on the date of reservation.

(B) Rs. 8,00,000/- on the before 25/12/2004.

You agreed to pay the installments as per the payment schedule set out herein before. Please note that it has been specifically agreed and understood between you and us that the payment of installments on time is the essence of the contract. If payment is not received within stipulated period given in the Installments Call Notice the allotment will be cancelled and 20% of the price of the said unit will be forfeited and the balance amount will be refunded without any interest. Alternatively, interest for the delay @ 24% p.a. will be charged. The discretion will rest absolutely with the Builders. Interest on delayed payment can be charged along with installments or at the time of transfer / possession of the said unit as per the discretion of Builders.

2. We acknowledge and admit the receipt of the Rs. 1,00,000/- (Rupees One Lakhs Only) from you. In addition to the Lump Sum price agreed, you have to bear the charges towards the Stamp Duty & Registration charges, Legal fees, Documentation charges and proportionate share towards expenses for procurement of electric and water supply & meter deposits, land & building development charges, maintenance charges for six months from the date of occupancy, cost of formation of co-op society, Proportionate share of Stamp Duty and Registration Charges for execution of Lease Deed and all other taxes, cesses etc that shall be levied by the local authority or by the Government.

3. You will be not transfer Benefits and Rights of this unit to any other party without taking the prior permission from the Builders. The Builders will give such NO OBJECTION CERTIFICATE for transferring benefits & rights for said unit on clearing of all the dues.



NEEL DEVELOPERS

Builders & Developers

Plot No. 21, Panvel - Matheran Road, Sector - 19, New Panvel - 410 206.

Ref. No.

Date :

.4.

4. You are hereby requested to sign the Agreement for Sale as required by Section 4 of Maharashtra Ownership of Flat Act 1963 at the earliest to enable us to present the name for the registration under section 32 under of the Registration Act with Sub Registrar of Assurance and admit the execution of the same before sub registrar of Assurance.

This is to record that you agreed to all terms and conditions mentioned here in above in our letter of allotment. You are requested to sign the duplicate copy of letter as token of acceptance of the same.

Thanking you.

Yours faithfully,
For NEEL DEVELOPERS

(PARTNER)

I CONFIRM

(Mr. Anand P. Fredrick)

Witness :

(SUBJECT TO JURIDICITION OF PANVEL)



NEEL DEVELOPERS

Builders & Developers

Plot No. 21, Panvel - Matheran Road, Sector - 19, New Panvel - 410 206.



Ref. No.

Date : 16.12.09

To,
Mr. Anand P. Fredrick

**Sub: - Handing over of possession of Flat No. A - 601 in our building
"NEEL ORCHID" situated at Plot No. 41, Sector - 10, New Panvel (W).**

Dear Sir,

On payment of full & final amount as per the agreement of above-mentioned Flat, we are glad to hand over the keys for physical possession of Flat No. A - 601 in our completed project "NEEL ORCHID" situated at Plot No. 41, Sector - 10, New Panvel (W), after inspection of the same by you. We are glad that you are fully satisfied by the amenities that are provided in the flat.

For Neel Developers


(Partner)

POSSESSION RECEIPT

I Anand P. Fredrick hereby confirm that I have received vacant & peaceful possession of Flat No. A - 601 in the building known as NEEL ORCHID situated at Plot No. 41, Sector - 10, New Panvel (W) from M/s. NEEL DEVELOPERS in the tenantable condition. I further confirm that the flat is in order & have satisfied me that there are no patent defects of construction.

**Mr. Anand P. Fredrick
(Purchaser)**

(5)

NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD.

(REGN. NO. NBOM / CIDCO / HSG (OH) / 2101 / JTR / 2005-2006)

Plot No. 41, Sector - 10, Khanda Colony, New Panvel (W) - 410 206.

Ref. No

Date
18.06.2012

To,
STATE BANK OF MYSORE,
SUSHANTLOK BRANCH 40661,
GURGAON.

SUB: ISSUE OF SHARE CERTIFICATE

Dear Sir,

This is to inform you that till date the **SHARE CERTIFICATE** of our society are not issued to the members and as and when the same will be issued ,we will issued to Flat no A-601 also.

Thanking you.

For NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD.

Chairman Secretary Treasurer



NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD.

(REGN. NO. NBOM / CIDCO / HSG (OH) / 2101 / JTR / 2005-2006)

Plot No. 41. Sector - 10. Khanda Colony. New Panvel (W) - 410 206.

Ref. No

Date 19/10/22

To,
HDFC Bank Ltd ✓
Green Park
New Delhi ✓

Sub: Issue of Share Certificate

This is to inform you that till date
the share certificates of our society
are not issued to the members and
as and when the same will be issued
we will issue to Flat no. A-601 also.

NEEL ORCHID CO-OP. HSG. SOCIETY



Secretary Treasurer
[Signature] *[Signature]*

*Hand
Orange
16/9/11
B*

NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD.

(REGN. NO. NBOM / CIDCO / HSG (OH) / 2101 / JTR / 2005-2006)

Plot No. 41. Sector - 10. Khanda Colony, New Panvel (W) - 410 206.

Ref. No

Date
18.06.2012

To,
STATE BANK OF MYSORE,
SUSHANTLOK BRANCH 40661,
GURGAON.

SUB: No Objection Certificate for keeping the Flat No 601 A- Wing at Neel Orchid, Panvel (W).

Dear Sir,

We wish to inform you that Agrimas Chemicals Ltd., is the owner of the Flat No 601 A- Wing situated at Neel Orchid, Plot No: 41, sector -10, New Panvel (W).

We further confirm that we have **NO OBJECTION** to allow Agrimas Chemicals Ltd., to keep the said flat as pledged with your bank.

Thanking you.

For NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD.



Chairman



Secretary



Treasurer



13/8/2016

Valuation Report

For

M/S. Agrimas Chemicals Limited.

Of

Flat No. 601, 6th floor, A wing, "Neel Orchid" Co-op. Hsg.
Soc. Ltd., Plot No. 41, Sector 10, Near Rayan School,
Khanda Colony, New Panvel (W), Dist.
Raigad 410206.

For

STATE BANK OF MYSORE GURGAON BRANCH, HARYANA

From

Shyam Agrawal & Associates

Govt. Approved Valuers,
10, Usha Building,
Janakalyan Nagar, Kharodi,
Marve Road, Malad (West),
Mumbai: - 400 095.
Phone No.: - 42643269
Mobile No.: - 9821094630.
E-mail: shyam.agrawal88@gmail.com



GOVT. APPROVED VALUERS
Chartered Engineers, SARFAESI Valuers, L.I.E.

SAA/1308

August 13, 2016

STATE BANK OF MYSORE
GURGAON BRANCH, HARYANA

VALUATION REPORT IN RESPECT OF IMMOVABLE PEOPERTY

01. Date of Inspection : August 05, 2016
Property identified by Mr. Kamlesh
02. Name and Address of the valuer : Shyam Agrawal & Associates
10, Usha, Jankalyan Nagar, Kharodi,
Off. Marve Road, Malad (W), Mumbai 95.
03. List of documents handed over to the valuer by the branch : a) Agreement Reg. No. PVL-1-5774/2009
dtd 08/09/2009 Sub Registrar Office
Panvel 1.
04. Details of enquiries made/visited to govt. offices for arriving fair market value : From Market
05. Sub-Registrar Value/Guideline Value/Rate : ₹ 42,57,385 (Guideline Value) new construction.
06. Fair Market Value of the property : ₹ 56,00,000
07. Factors for determining its Market Value : Market approach.
08. Conservative Market Value of the property : ₹ 50,40,000
09. Distress Value of the property : ₹ 44,80,000
10. Present /Expected income from the property : N.A.
11. Any critical aspects associated with property : N.A.



12. PROPERTY DETAILS:

- Name(s) and address(es) of the owner(s) : **M/S. Agrimas Chemicals Limited.**
- Name(s) of the seller(s) : Anand P. Fredrick.
- If the property is under joint ownership/
co-ownership share of each such owner/are
the share is undivided : Company Ownership
- Brief description of the property
(Whether open land, house property,
land area, built-up area, No. of floors etc.) : Flat No. 601, 6th floor, A wing, "Neel
Orchid" Co-op. Hsg. Soc. Ltd., Plot No.
41, Sector 10, Near Rayan School,
Khanda Colony, New Panvel (W)
Dist. Raigad 410206.
- Dimension of the site
- | | | |
|-------|---------------------|--------------------|
| North | : Actuals | As per Deed |
| | : Road | Information |
| South | : SGD Public School | not available. |
| East | : Rayan School | |
| West | : Osha Kabir | |
- Location of the property
(Plot/Door No., Survey No. etc.) : Plot No. 41, Sector 10, Village Panvel,
Taluka Panvel, Dist. Raigad,
Maharashtra.
- Postal Address : Flat No. 601, 6th floor, A wing, "Neel
Orchid" Co-op. Hsg. Soc. Ltd., Plot No.
41, Sector 10, Near Rayan School,
Khanda Colony, New Panvel (W)
Dist. Raigad 410206.
- Boundaries of the property
- | | | |
|-------|---------------------|-------------|
| | Building | Flat |
| North | : Road | Staircase |
| South | : SGD Public School | Flat # 604 |
| East | : Rayan School | Flat # 602 |
| West | : Osha Kabir | Open Space |
- Route Map : Enclosed GPS
- Any specific identification marks
(like electric pole No., dug well etc.) : Landmark: **Near Rayan School.**
- Whether covered under Corporation/
Panchayat/Municipality : N.A.
- Whether covered under any land ceiling
of State/Central Government : No.



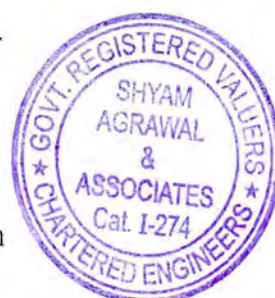
- Is the land freehold/leasehold : Leasehold
- Are there any restrictive covenants in regard to use of Land? If so attach a copy of the covenant. : None.
- Type of the property –Whether
- | | | |
|--------------------|---|---------------|
| 1. Agriculture | } | : Residential |
| 2. Industrial | | |
| 3. Commercial | | |
| 4. Institutional | | |
| 5. Government | | |
| 6. Non-government | | |
| 7. Others (specify | | |
- In case of Agricultural land : N.A.
- | | |
|---|---|
| 1. Any conversion to house site is obtained | } |
| 2. Whether the land is dry or wet | |
| 3. Availability of irrigation facilities | |
| 4. Type of crops grown | |
| 5. Annual yield or income | |
- Year of acquisition/purchase : 08/09/2009
- Value of purchase price : ₹ 40,00,000
- Whether the property is occupied by owner or tenant. If occupied by tenant since how long he is staying and the amount of rent being paid. : Owner occupied.
- Classification of the site
- | | |
|---|--------------------|
| a. Population group (Metro/Urban/Semi urban/Rural) | : Urban |
| b. High/Middle/Poor class | : Middle class |
| c. Residential/Non residential | : Residential area |
| d. Development of surrounding area | : Residential |
| e. Possibility of any threat to the property (Floods, calamities) | : No. |
- Proximity of civic amenities (like school, hospital, bus stop, market etc.) : All civic amenities are located in close proximity. It is at 4 km distance from Panvel railway station.
- Level of the land (plain, rock etc.) : Plain
- Terrain of the Land : Plain



- Shape of land (square/rectangle etc.) : Rectangle
- Type of use to which it can be put (for construction of house, factory etc.) : Residential use
- Any usage restrictions on the property : Residential Usage
- Whether the plot is under town planning approved layout? : Yes
- Whether the plot is intermittent or corner? : Valuation is for a flat only.
- Whether any road facility is available? : Available from Panvel railway Station via Sector 10 Road.
- Type of road available (B.T/Cement Road etc.) : Cement Road
- Front width of the Road : Approx. 30 ft. Road
- Source of water & water potentiality : Yes
- Type of Sewerage System : Septic tank
- Availability of power supply : Yes.
- Advantages of the site : Located in developed residential area.
- Disadvantages of the site : None
- Give Instances of sales of immovable property in the locality on a separate sheet, indicating the name & address of the property, registration No. sale price and area of land sold. : Not available.

13. RENT DETAILS:

- Is the building owner occupied/tenant/both : N.A.
- If partly owner occupied, specify portion & extent of area under occupation : N.A.
- Name of the tenant/lessees/licensees etc. : N.A.
- Portion in their occupation : N.A.
- Has the tenant to bear the whole or part of the cost of repairs and maintenance. Give particulars : N.A.



- If lift is installed, who is to bear the cost of maintenance and operations. Owner or tenant? : N.A.
- Has any standard rent has been fixed for the premises under any law relating to the control of rent? : N.A.
- Present/expected income/rent from the property : N.A.

14. Valuation of the property:
Part I: (valuation of land)

- | | | | |
|--|---|---|-------------------------------|
| 1. Dimensions of the plot | : | } | Land is not valued separately |
| 2. Total area of the plot | : | | |
| 3. Prevailing market rate | : | | |
| 4. Guideline rate obtained from the Registrar office | : | | |
| 5. Assessed/adopted rate of valuation | : | | |
| 6. Estimated value of the land | : | | |
| 7. The conservative value of the land | : | | |

Part II: (Valuation of building property)

a. Technical details of the building :

- Type of building (Residential/Commercial/Industrial) : Residential
- Year of construction : 2001-02
- Future life of property : 45 years, provided that maintenance continues.
- No. of floors and height of each floor including basement : Stilt + 7 floor structure.
Building has one lift. Flat is 2 BHK.
- Plinth area of each floor : Carpet area of Flat No 601 is 47.937 sq. mt. or 516 sq. ft. & terrace area 10.49 sq. mt or 113 sq. ft. as per agreement.
- Type of construction (Load bearing/RCC/Steel framed) : RCC



- Condition of the building
(excellent/good/normal/poor) External : Good
Internal : Good
- Whether the building/property is constructed : Information not available.
strictly according to the sanctioned plan,
details of variation noticed if any and effect
of the same on the valuation

b. Specification of construction :

Sr. No.	Description	Ground floor	Other floor
---------	-------------	--------------	-------------

- | | |
|--|----------------------------------|
| a. Foundation | : RCC |
| b. Basement | : N.A. |
| c. Superstructure | : RCC |
| d. Joinery/Doors & windows | : Wooden door & Sliding windows. |
| e. RCC work | : Framed structure |
| f. Plastering | : Cement sand plaster |
| g. Flooring, skirting | : Spartek tiles flooring. |
| h. Any special finishing | : No. |
| i. Whether any weather proof
course is provided | : Yes. on terrace. |
| j. Drainage | : Underground drainage |
| k. Compound wall (Height, length
and type of construction) | : Masonry wall & gate. |
| l. Electric installation
(Type of wire, class of fittings) | : Conduit. |
| m. Plumbing installation (No. of water: Normal
costs & wash basins etc) | |
| n. Bore well | : N.A. |
| o. Wardrobes, if any | : N.A. |
| p. Development of open area in
the house | : N.A. |



c. Details of valuation:

Particulars of item	Saleable area	Estimated replacement rate	Replacement Cost (₹)	Depreciation(₹)	Net Value (₹)
Flat	727 sq. ft.				56,00,000
Total					

Part III: Valuation of other amenities/extra items/miscellaneous

Particulars of item	Quantity	Estimated replacement rate	Replacement Cost (₹)	Depreciation (₹)	Net Value (₹)
N.A	N.A	N.A	N.A	N.A	N.A

Market Rate Ref: Tulsi Estate 8828696985

Valuation

We have verified details of specifications, location of premises, market in vicinity, developed residential area, prevailing cost of land, materials and construction. In my opinion, it is deemed fair to consider 30% loading of saleable area over carpet area saleable area rate of ₹ 7,700 per square feet for valuation.

Value of Flat No. 601 = $516 \times 1.3 \times 7,700$ = ₹ 51,65,160Terrace = $113 \times 0.5 \times 7,700$ = ₹ 4,35,050

Total = ₹ 56,00,210

Market Value In Our Opinion = ₹ 56,00,000

Realisable Value = ₹ 50,40,000

Distress Sale Value = ₹ 44,80,000

Agreement Value (2009) = ₹ 40,00,000

Cost of construction for insurance = ₹ 5,66,000

Rental Value = ₹ 10,000 per month

Summary of Valuation

Sr.No.	Description	Market Value in ₹
1	Flat	56,00,000
	Total	56,00,000



I Certify that:

1. The property is being valued by me personally.
2. The rates for valuation of the property are in accordance with the Govt. approved rates.
3. There is no direct or indirect interest in the property being valued;
4. The fair value of the property is ₹ 56,00,000 (₹ Fifty six lac only)

Date: 13.08.2016

Place: Mumbai.

- THIS REPORT IS PREPARED WITH AVAILABLE INFORMATION, AND FOR THE PURPOSE MENTIONED USING BEST OF OUR JUDGEMENT AND ON ASSUMPTION THAT 'TITLE' FOR THE PROPERTY IS CLEAR AND MARKETABLE WITHOUT ANY ENCUMBRANCES AND DOUBTS.
- VALUATION IS BASED ON OUR EXPERIENCE OF SIMILAR VALUATIONS IN THIS LOCATION & CURRENT MARKET INFORMATION GATHERED DURING INSPECTION.
- THIS VALUATION IS PURELY OUR OPINION & HAS NO LEGAL OR CONTRACTUAL OBLIGATION ON OUR PART.
- OUR OPINION ON MARKET VALUE SHOULD ALSO BE TAKEN IF REVALUATION IS CARRIED OUT OF THIS PROPERTY.

SHYAM AGARWAL

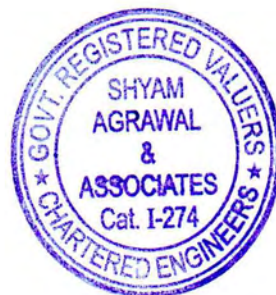
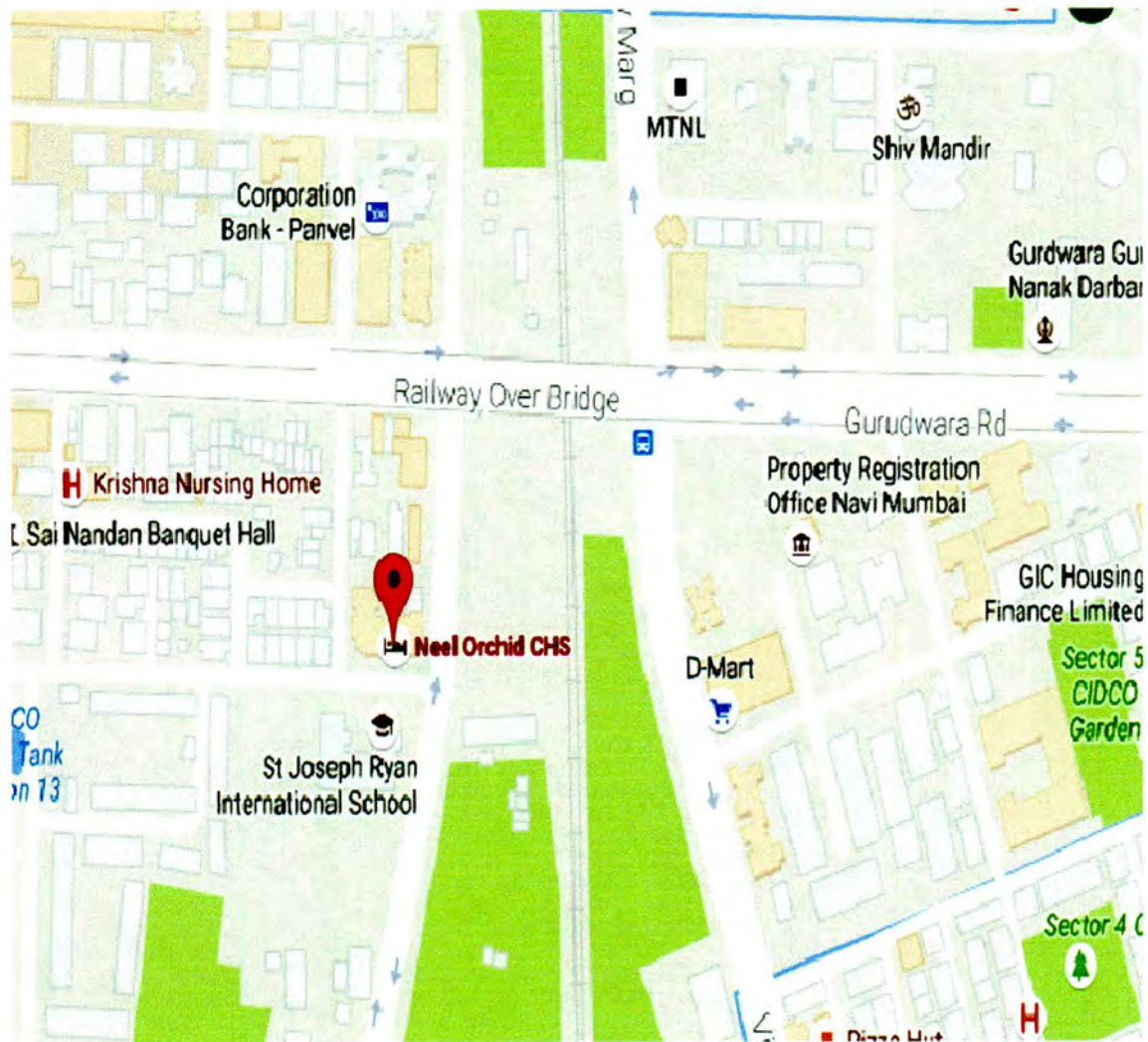
SHYAM AGRAWAL & ASSOCIATES

ER. SHYAM AGRAWAL

Govt. Approved Valuer

Regn. No. Cat.-I/274

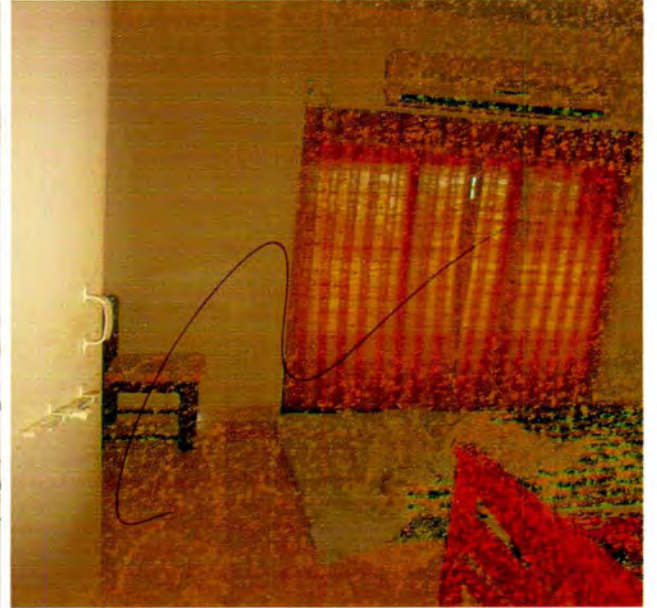
Route Map



Valuation of: Flat No. 601, 6th floor, A wing, "Neel Orchid" Co-op Hsg. Soc. Ltd., Plot No. 41, Sector 10, Near Rayan School, Khanda Colony, New Panvel (W), Dist. Raigad



NEEL ORCHID CO-OP HOUSING SOCIETY			
A WING			
Floor	Unit	Owner	Phone
1st Flr	A-102	MR. RAHUL SAKKARI	A-103 MR. SHREEDHAR NEMHAN
			A-104 MR. ASHOK D. NAIK
2nd Flr	A-201	MR. MATHEWS VARGHESE	A-202 MR. SUDHAKUMAR NATHAN
	A-203	MR. SANJAY K. DEKATE	A-204 MR. SHAJI SEBASTIAN
3rd Flr	A-301	MR. PRAVEENKUMAR ARYA	A-302 MR. PRADIP CHOURRY
	A-303	MR. ANIL M. BHAYRE	A-304 MR. K. S. SHERMAN
4th Flr	A-401	MR. SOHAN VARGHESE	A-402 MR. VIJAY KUMAR BHANA
	A-403	MR. MAHESH D. WADDE	A-404 MR. SUNIL K. SARASANGI
5th Flr	A-501	MR. KUCHIR P. S.	A-502 MR. R. DHARMARAJ
	A-503	MR. BHIVA K. S.	A-504 MR. SURESH S. NARAYAN
6th Flr	A-601	MR. AGRIMA S. S.	A-602 MR. HARIOMAR S. S.
	A-603	MR. SOMARUN K. A. DHARA	A-604 MR. BHAKAR K. D.
7th Flr	A-701	MR. BREN MELVEZ BEN	A-702 MR. UDAY S. TALHAR
	A-703	MR. MANISH M. PANDIT	A-704 MR. DEVESH S. ANKAWAN



TITLE INVESTIGATION REPORT (TIR)

BANK NAME : STATE BANK OF INDIA
BRANCH : Regional Business Office 2,
Gurgaon, Haryana
CLIENT NAME : M/s. Agrimas Chemicals Limited
REF. NO . : SBI/November 17/08
DATE : 27th November 2017

MR. ROHIT G. DESHPANDE

B.COM,LL.M,DT.L,D.L.L & L.W.,D.C.L.,C.C.F.M.,J.G.D.C & A.

ADVOCATE

Office No.21, 4th Floor, 'AASMI TOWER', CTS.No.110/15, Plot No.790,
Canara Bank Lane, Opp. SSPMS,
Near District & Sessions Court,
Shivaji Nagar, Pune - 411005.

Mob. No. 99231 95737, 73503 55531.

Tei. 020 60702233, 25512326

E Mail : - rohit_deshpande777@yahoo.co.in



Rohit G. Deshpande

B.COM, M.A.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005
Phone : 020 60702233 **Cell No.:** 99231 95737,73503 55531. **E Mail ID :** rohit_deshpande777@yahoo.co.in

Annexure - B**TITLE INVESTIGATION REPORT (TIR)**

1.	a. Name of the Branch/ Business Unit/Office seeking opinion.	The Branch Manager, State Bank of India, Regional Business Office 2, Gurgaon, Haryana.	
	b. Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Verbal	
2.	c. Name of the Borrower.	M/s. Agrimas Chemicals Limited	
	a. Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s. Agrimas Chemicals Limited Through its Director	
	b. Constitution of the unit / concern / person / body / authority offering. The property for creation of charge.	M/s. Agrimas Chemicals Limited Through its Director	
	c. State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As Borrower.	
3.	Complete or full description of the immovable property (ies) offered as security for creation of mortgage whether equitable / registered mortgage.	All the piece and parcel of property bearing Flat No.A-601 on the Sixth Floor in the Building known as "NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD." admeasuring Carpet area 47.937 Sq. Mtrs. Along with open Terrace admeasuring area 10.49 sq. mtrs. Bearing Plot no.41, Sector-10 situated at village Khanda Colony, New Panvel (W), Taluka Panvel, District Raigad and within the limits of Municipal Corporation of Raigad.	
i)	Survey No.	Plot no.41, Sector-10	
ii)	Door No.(in case of house property)	Flat No. A-601	
iii)	Extent / area including plinth / built up area in case of house property	Carpet area admeasuring 47.937 Sq. Mtrs. And Open Terrace Admeasuring area 10.49 sq. mtrs.	
iv)	Locations like name of the place, village, City, registration, sub - district etc.	Village Khanda Colony, Taluka Panvel, District New Mumbai.	
v)	Boundaries	Boundaries not provided.	
4.	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.	Mentioned below	
No.	Date of Document	Name Of Parties & Description Of Document	Original / Certified Photocopy / True Copy
	15/12/2004	Agreement for Sale executed between M/s. Neel Developers through its partners Mr. Vilas M. Kothari (The Builders) sold in favour of Mr. Anand P. Fredrick (Purchaser) by Agreement for Sale registered in the office of Sub Registrar of Assurances. Panvel-I at Serial No.8740/2004 on 15/12/2004.	Photo Copy



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS, Near District & Sessions Court, ShivajiNagar, Pune-411005
Phone : 020 60702233 **Cell No.:** 99231 95737,73503 55531. **E Mail ID :** rohit_deshpande777@yahoo.co.in

2)	22/09/2005	Society Registration Certificate No. NBOM/CIDCO/HSG(OH)/2101/JTR/2005-2006.	Photo Copy
3)	03/09/2009	Agreement for Sale executed between Mr. Anand P. Fredrick (The Vendor) sold in favour of M/s. Agrimas Chemicals Limited through Mr. Shrikant Prabhakar Mahajan (Purchaser) by registered in the office of Sub Registrar of Assurances, Panvel I at Serial No.5774/2009 on 03/09/2009.	Photo Copy
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?		No
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?	Yes www.igrmaharashtra.gov.in	
	b. If such online/computer records are available, whether any verification or cross checking are made and the comments/Findings in this regard.	Yes No Adverse entry found	
	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?	Sub Reg. Panvel 1, Pune.	
	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?	Sub Panvel 1, Pune.	
	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.	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.		As mentioned herein below.

History of passing title:

On perusal of document and papers received from the client, it informs as follows:

On perusal of document, it appears that land bearing Plot No.41, Sector-10 admeasuring 2376.56 sq. mtrs. situated at Village Khanda Colony, New Panvel (W), Taluka Panvel, District New Mumbai was possessed and Seized by the City and Industrial Development Corporation of Maharashtra Limited herein after called "The Corporation" is the Town Development Planning Authority under the provision of Sub Section 3(a) of section 113 of Maharashtra Regional and Town Planning Act.



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.I & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005

Phone : 020 60702233 **Cell No.:** 99231 95737, 73503 55531. **E Mail ID** : rohit_deshpande777@yahoo.co.in

On perusal of document, it appears that the State Government has acquired lands within the designated area of New Panvel and vested the same in the corporation by an Order duly made in that behalf as per the provisions of Section 113 of the said Act.

On perusal of document, it appears that the Development Authority the Corporation has been empowered under section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

On further perusal, it appears that M/s. Neel Developers had availed loan for the construction of Project from M/s. Cosmos Co-op. Bank Ltd. (Cosmos Bank) Vashi Branch Vide Sanction Letter No.COS/VAS/NEELSAN/1024/2002-2003.

Further it appears that Building Occupancy Certificate was issued by Additional Town Planning Officer, CIDCO Vide Permission No. CIDCO/BP/ATPO/1285 dated 29/09/2004 regarding the completion of the construction of the building and occupancy of the same.

Agreement for Sale:

On perusal of document, it appears that M/s. Neel Developers through its partners Mr. Vilas M. Kothari (The Builders) sold the said Flat No.601 on the Sixth floor in the building known as "NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD." in favour of Mr. Anand P. Fredrick (Purchaser) by Agreement for Sale registered in the office of Sub Registrar of Assurances, Panvel-I at Serial No.8740/2004 on 15/12/2004.

Society Registration Certificate:

On perusal of Society Registration Certificate, it appears that the Society formed by name & style of "NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD.", (Hereinafter referred as 'the said Society'). The said Society registered under the provisions of Maharashtra Co-op Housing Societies Act 1960, bearing registration No. NBOM/CIDCO/HSG(OH)/2101/JTR/2005-2006 dated 22/09/2005.

Agreement for Sale:

On perusal of document, it appears that Mr. Anand P. Fredrick (The Vendor) sold the said Flat No.601 on the Sixth floor in the building known as "NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD." in favour of M/s. Agrimas Chemicals Limited through Mr. Shrikant Prabhakar Mahajan (Purchaser) by Agreement for Sale registered in the office of Sub Registrar of Assurances, Panvel-I at Serial No.5774/2009 on 03/09/2009.



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005

Phone : 020 60702233 Cell No.: 99231 95737,73503 55531. E Mail ID : rohit_deshpande777@yahoo.co.in

Loan:

It appears that, M/s. Agrimas Chemicals Limited had availed loan for the development purpose from State Bank of Mysore.

Commencement Certificates:

On perusal of Commencement Certificates No.B.B/C.E./3040/B.P.E.S.A.L dated 05/08/1989, it appears that the Promoter had obtained permission of construction along with the plan sanctioned by Assistant Engineer. After that the said Promoter has commenced construction on the said land in accordance with amended Commencement Certificate No. B.B/C.E./3040/B.P.E.S.A.L dated 23/08/2004,.

That, Inspector General of Registration, Maharashtra as started centralized registration system from November 2005 and registration of document is started in both the Registration Offices at Haveli, Pune. All offices are not connected with each other through LAN. I have taken search in the office of Sub Registrar, Haveli Pune. In the said Office, the registers of Index II were found in poor condition as some registers were not available and this search report and Title verification is given on the basis of documents which are mentioned in the list of documents, which are made available before me.

Thus **M/s. Agrimas Chemicals Limited** have legal rights and ownership of the said captioned properties and also got a valid, clear, absolute & marketable title over the said captioned property, Except the charges of State Bank of Mysore.

9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Lease hold Rights, Occupancy / Possessory Rights or Inam Holder of Govt. Grantee / Allottee tec.)	Ownership Rights.
10.	If leasehold, whether;	
	a. lease Deed is duly stamped and registered	NA
	b. lessee is permitted to mortgage the Leasehold right,	NA
	c. duration of the Lease/unexpired period of lease,	NA
	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.	NA
	e. Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	NA
	f. Right to get renewal of the leasehold rights and nature thereof.	NA
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	NA
	Grant/Agreement, etc. provides for alienable rights to the mortgagor with or without conditions,	NA
	The mortgagor is competent to create charge on such property,	NA
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	NA
12.	If occupancy right, whether;	NA



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.I.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

**Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005**

Phone : 020 60702233 Cell No.: 99231 95737,73503 55531. E Mail ID : rohit_deshpande777@yahoo.co.in

	a. Such right is heritable and transferable;	NA
	b. Mortgage can be created.	NA
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.	NA
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	NA
	a. The Gift/Settlement Deed is duly stamped and registered;	NA
	b. The Gift/Settlement Deed has been attested by two witnesses;	NA
	c. The Gift/Settlement Deed transfers the property to Donee;	NA
	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;	NA
	e. Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	NA
	f. Whether the Donee is in possession of the gifted property;	NA
	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;	NA
	h. Any other aspect affecting the validity of the title passed through the gift/settlement deed.	NA
15.	In case of partition/family settlement deeds, whether the	NA
	a. Original deed is available for deposit if not the modality/procedure to be followed to create 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?	
16.	Whether the title documents include any testamentary Documents /wills?	NA
	b. Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NA
	c. Whether the property is mutated on the basis of will?	NA
	d. Whether the original will is available?	NA
	e. Whether the original death certificate of the testator is available?	NA
	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.)	NA
17.	a. Whether the property is subject to any wakf rights?	NA
	b. Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	NA
	c. Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	NA



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005

Phone : 020 60702233 **Cell No.:** 99231 95737, 73503 55531. **E Mail ID :** rohit_deshpande777@yahoo.co.in

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.	NA
	b. Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NA
19.	a. Whether the property belongs to any trust or is subject to the rights of any trust?	NA
	b. Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	NA
	c. If so additional precautions/permissions to be obtained for creation of valid	NA
	d. Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	NA
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.	NA
	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	NA
	c. In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	NA
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.)	NA
22.	a. Whether the property is subject to any pending or proposed land acquisition proceedings?	NA
	b. Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	NA
23.	a. Whether the property is involved in or subject matter of any litigation which is pending or concluded?	NA
	b. If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	NA
	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.	NA
24.	a. In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	NA
	b. Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	NA
	c. Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	NA
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.	Yes, Board Resolution Required with power of concern Directors
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.	NA
27.	Whether any POA is involved in the chain of title?	No
	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.	No
	a. 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	No



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005

Phone : 020 60702233 **Cell No.:** 99231 95737,73503 55531. **E Mail ID :** rohit_deshpande777@yahoo.co.in

	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.	NA
	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	NA
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	NA
	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?	
	b. 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?)	NA
	c. Please comment on the genuineness of POA?	NA
	d. The unequivocal opinion on the enforceability and validity of the POA?	NA
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the ext powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed. ent 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.	NA
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;	a. Yes
	b. Development Agreement/Power of Attorney;	b. No
	c. Extent of authority of the Developer/builder;	c. No
	d. Independent title verification of the Land and/or building in question;	d. Yes
	e. Agreement for sale (duly registered);	e. Yes
	f. Payment of proper stamp duty;	f. Yes
	g. Requirement of registration of sale agreement, development agreement, POA, etc.;	g. Yes
	h. Approval of building plan, permission of appropriate/local authority, etc.;	h. No
	i. Conveyance in favour of Society/Condominium concerned;	i. No
	j. Occupancy Certificate/allotment letter/letter of possession;	j. No
	k. Membership details in the Society etc.;	k. No
	l. Share Certificates;	l. No
	m. No Objection Letter from the Society;	m. No
	n. All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	n. No
	o. Requirements, for noting the Bank charges on the records of the Housing Society, if any;	o. No
	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. Yes
	q. Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	
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.	No, Except present loan of State Bank of Mysore.
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. The said Property is free from any charge, encumbrances, except present loan of SBI (Search Receipt bearing No. 1111265497, Challan No. MH007594070201718E dated 25.11.2017 issued by PND1JT DISTT REGISTRAR PUNE URBAN)
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.	a. Urban land ceiling clearance, whether required and if so, details thereon.	NA
	b. Whether No Objection Certificate under the Income Tax Act is required/ obtained.	



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.D & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS, Near District & Sessions Court, ShivajiNagar, Pune-411005
Phone : 020 60702233 Cell No.: 99231 95737, 73503 55531. E Mail ID : rohit_deshpande777@yahoo.co.in

34.	Details of RTC extracts /mutation extracts/Katha extracts Pertaining to the property in question.	NA
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes ✓
36.	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 As per Document Shown
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.	Not Provided.
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.	No
39.	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.)	Valuation Report not provided
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.	No
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.	As originals title-deeds are in custody of State Bank of Mysore.
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.	NA
44.	Additional aspects relevant for investigation of title as per local laws.	No
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Completion Certificate
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. Agrimas Chemicals Limited Through its Director

Date: 23.11.2017

Place: Pune

*R. G. Deshpande*

Signature of the Advocate

ROHIT G. DESHPANDE
ADVOCATE

Office: F - 402, "AASMI TOWERS", CTS. 110/15, Plot No. 790, Opp. SSPMS, Canara Bank Lane, Near District Court, Shivaji Nagar, Pune-411 005.
Mob. 9923195737 / 7350355531

Rohit G. Deshpande

B.COM, LL.M, D.T.I., D.L.I. & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005

Phone : 020 60702233 Cell No.: 99231 95737,73503 55531. E Mail ID : rohit_deshpande777@yahoo.co.in

Annexure – C**CERTIFICATE OF TITLE**

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Registered 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 Mortgage is created, it will satisfy the requirements of creation of Registered Mortgage and I further certify that:

1. 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.
2. 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.
3. 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.
4. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1988 to 2017 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances. Except the charges of State Bank of Mysore
5. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, I certify that M/s. Agrimas Chemicals Limited through its Director has / have an absolute, clear and Marketable title over the Schedule property/ (ies).
6. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
7. 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:

- a. An Original of Agreement for Sale executed between M/s. Neel Developers through its partners Mr. Vilas M. Kothari (The Builders) sold in favour of Mr. Anand P. Fredrick (Purchaser) by Agreement



Rohit G. Deshpande

B.COM, LL.M, D.T.L., D.L.L & L.W., D.C.L., C.C.F.M.J, G.D.C & A.

ADVOCATE

Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
Near District & Sessions Court, ShivajiNagar, Pune-411005

Phone : 020 60702233 **Cell No.:** 99231 95737, 73503 55531. **E Mail ID :** rohit_deshpande777@yahoo.co.in

for Sale registered in the office of Sub Registrar of Assurances, Panvel-I at Serial No.8740/2004 on 15/12/2004.

- ✓ b. An Original of Agreement for Sale executed between Mr. Anand P. Fredrick (The Vendor) sold in favour of M/s. Agrimas Chemicals Limited through Mr. Shrikant Prabhakar Mahajan (Purchaser) by registered in the office of Sub Registrar of Assurances, Panvel-I at Serial No.5774/2009 on 03/09/2009.
 - ✓ c. Original copy of NOC from the "NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD."
 - d. Original copy of share certificate.
 - e. Copy of Society Registration certificate.
 - f. Original copy of NOC from the State Bank of Mysore.
 - ✓ g. Blue Print of Sanctioned Layout Plan with Architect Seal and Sign.
 - ✓ h. Original Possession Receipt and Letter.
 - i. Original Copy of Property Tax paid receipt.
 - j. Original copy of Board Resolution with powers of Directors to Mortgage abovementioned property.
 - ✓ k. Charge should be registered with appropriate authority.
8. There are no legal impediments for creation of the mortgage under any applicable law/ rule in force.

Schedule I**(Description of Flat)**

All the piece and parcel of property bearing Flat No.A-601 on the Sixth Floor in the Building known as "NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD." admeasuring Carpet area 47.937 Sq. Mtrs. Along with open Terrace admeasuring area 10.49 sq. mtrs. Bearing Plot no.41, Sector-10 situated at village Khanda Colony, New Panvel (W), Taluka Panvel, District New Mumbai and within the limits of Municipal Corporation of Bombay.

Boundaries not provided.

(Referred as "the said Captioned Property")

Place : Pune

Date : 27.11.2017

R. G. Deshpande

Signature of Advocate




ROHIT G. DESHPANDE
ADVOCATE

Office: F - 402, "AASMI TOWERS", CTS. 110/15
Plot No. 790, Opp. SSPMS, Canara Bank Lane
Near District Court, Shivaji Nagar, Pune-411 005
Mob. 9923195737 / 7350355531



CHALLAN
MTR Form Number-6

GRN	MH007594070201718E	BARCODE			Date	25/11/2017-16:35:21		Form ID
Department Inspector General Of Registration				Payer Details				
Search Fee				TAX ID (If Any)	782938960			
Type of Payment Other Items				PAN No.(If Applicable)				
Office Name PND1 JT DISTT REGISTRAR PUNE URBAN				Full Name	ROHIT GANGADHAR DESHPANDE			
Location PUNE								
Year 2017-2018 One Time				Flat/Block No.				
Account Head Details			Amount In Rs.	Premises/Building				
0030072201 SEARCH FEE			750.00	Road/Street				
				Area/Locality				
				Town/City/District				
				PIN				
				Remarks (If Any)				
				Amount In	Seven Hundred Fifty Rupees Only			
Total			750.00	Words				
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	00040572017112517117		IK00JMAWS4
Cheque/DD No.				Bank Date	RBI Date	25/11/2017-16:36:00		Not Verified with RBI
Name of Bank				Bank Branch		STATE BANK OF INDIA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Mobile No. : Not Available

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unauthorised document.
सदर चलन 'टाइप ऑफ पेमेंट' मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही.



11/25/2017

eSearch

MH007594070201718E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
25 Nov 2017	Receipt	Receipt no.: 1111265497
	Name of the Applicant :	ROHIT GANGADHAR DESHPANDE
	Details of property of which document has to be searched :	Dist :Raigarh Village :New Panvel S.No/CTS No/G.No. : 41
	Period of search :	From :2004 To :2017
	Received Fee :	350
The above mentioned Search fee has been credited to government vide GRN no :MH007594070201718E		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on 'gras.mahakosh.gov.in/challan/views/frmSearchChallanWithOutReg.php'.		



2



सह दुसऱ्या निबंधक वर्ग-२
पनवेल क्रं. ३

ये.का.मु.५०.८७५, (२०० वर्ग मी) -- १--३०९३--^१/_३ पीएच -- (७४) ३०४

ल 4152369

ल

C. R. Raisinghani
M.A., LL.B.

K. C. Raisinghani
B.Com., LL.B.

B. T. Gwalani
B.Com., LL.B.

R. K. Raisinghani
Bsc., LL.B.



C. R. Raisinghani & Associates

ADVOCATES & LEGAL CONSULTANTS

ADVOCATES HIGH COURT

OFFICE & CORRES. ADD. : 7 & 8, 1st Floor, Ratan Shopping Centre, Hira Marriage Hall, Near Gujrati School, Ulhasnagar - 421 002.

Tel : Off - 0251-2712082 Resi : 0251-2731686 Mob : 9890478189 E-mail : kamleshraisinghani@yahoo.co.in

REF.NO./CRR/ACL/TCC/15

DATE:- 21/1/2015

To,
The Chief Manager,
State Bank of Mysore,
Sushant Lok Branch,
Central Point, 'A' Block,
Sushant Lok Phase-1,
Gurgaon,
Haryana-122002.

Dear Sir,

**TITLE INVESTIGATION REPORT IN RESPECT OF THE
PROPERTY OWNED BY M/s. AGRIMAS CHEMICALS LTD.
(BORROWER).**

Sub: Under your instructions and advise for preparing the Title Verification and Search report for the property "Flat No. A-601, On 6th Floor, Adm. Area 47.937 sq. mtrs. (Carpet Area) along with 10.49 sq. mtrs. (Open Terrace), in the Building known as "NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD." (A Co-op Society duly registered under the provisions of Maharashtra Co-op Societies Act 1960 bearing regn. No. NBOM/CIDCO/HSO/(OH)/2101/JTR/2005-2006), at Sector-10, Khanda Colony, New Panvel (W), Navi Mumbai - 410206, Taluka Panvel, Dist. Raigad.", Mortgaged by M/s. AGRIMAS CHEMICALS LTD., for securing the financial assistance from State Bank of Mysore, Sushant Lok Branch, Haryana. I, Shri K. C. Raisinghani, the undersigned having office at 7, First Floor, Ratan Shopping Centre, Hira Marriage Hall, Ulhasnagar-2, Telephone No. 0251-2712082, M- 9890478189 have to submit my report as under:-

ANNEXURE - B

SEARCH REPORT CUM TITLE CLEARANCE CERTIFICATE

1. a) Name of the Branch/Business Unit/Office seeking opinion

Ans. State Bank of Mysore, Sushant Lok Branch, Haryana.

b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.

Ans. Nil.

c) Name of the Borrower.

Ans. M/s. AGRIMAS CHEMICALS LTD.

2. a) Name of the unit/concern / company/ person offering the property (ies) as security.

Ans. M/s. AGRIMAS CHEMICALS LTD.



PAGE # 2

b) Constitution of the unit / concern / person / body / authority offering the property for creation of charge.

Ans. Ltd. Co.

c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)

Ans. Property is offered as a security by **M/s. AGRIMAS CHEMICALS LTD. (BORROWERS).**

3. Complete or full description of the immoveable property(ies) offered as security for creation of mortgage including following details.

- a) Survey No.
- b) Door No. (in case of house property)
- c) Extant / area including plinth / built up area in case of house property
- d) Locations like name of the place, village, city, registration, sub-district, etc. Boundaries.

Ans. **"Flat No. A-601, On 6th Floor, Adm. Area 47.937 sq. mtrs. (Carpet Area) along with 10.49 sq. mtrs. (Open Terrace), in the Building known as "NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD." (A Co-op Society duly registered under the provisions of Maharashtra Co-op Societies Act 1960 bearing regn. No. NBOM/CIDCO/HSG/(OH)/2101/JTR/2005-2006), at Sector-10, Khanda Colony, New Panvel (W), Navi Mumbai - 410206, Taluka Panvel, Dist. Raigad.", situated and constructed on land bearing 'Plot No.41, Sector-10, Admeasuring Area 2376.56 sq. mtrs., at New Panvel (W), Navi Mumbai, Taluka Panvel, Dist. Raigad, within the Registration District Raigad and Sub-Registration District of Panvel, State Maharashtra."**

4a. Particulars of the documents scrutinized-serially and chronologically

4b. Nature of documents verified and as to whether they are originals or certified copies or registration extracts dully certified.

Note: Only originals or certified extracts from the registering/land/revenue/other authorities be examined.

Ans. **The Following Copies of Documents are verified:**

a. Title Report dated 30/12/2002 issued by D. M. Kousadikar, Advocate, in respect of the abovesaid property.

b. Building Occupancy Certificate issued by Additional Town Planning Officer, (Navi Mumbai & Khopta), CIDCO, vide Permission No. CIDCO/BP/ATPO/1285 dated 29/9/2004, regarding completion of the construction of the Building and occupancy of the same, on the said property.



PAGE # 3

c. Society Registration Certificate dated 22/9/2005 issued by Asst. Registrar of Co-Op. Hsg. Societies Ltd, CIDCO, in favour of **"NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD."** (bearing Regn. No. NBOM/CIDCO/HSG/(OH)/2101/JTR/2005-2006), regarding registration of the said society.

d. Power of Attorney dated 22/2/2002 executed by **M/s. NEEL DEVELOPERS through its Partner MR. VILAS M. KOTHARI & OTHER in favour of MR. PRASHANT K. THAKUR**, regarding registration of Agreement and other documents executed by them, in respect of above said property. The said Power of Attorney is duly registered with the office of sub registrar Uran (Panvel-2), bearing Registration No. 1196/2002.

e. Specific Power of Attorney dated 15/12/2004 executed by **MR. ANAND FREDRICK in favour of MS. VANESSA KEISHING**, regarding registration of agreement for sale, in respect of above said property. The said Power of Attorney is duly notarised.

f. Receipt dated 14/12/2004 issued by Proper Officer, Sub – Registrar, Panvel, for Rs.37,750/- in favour of **MR. ANAND FREDRICK**, for franking of stamps regarding registration of agreement in respect of the abovesaid flat.

g. Agreement for Sale dated 15/12/2004 executed between **M/s. NEEL DEVELOPERS through its Partner MR. VILAS M. KOTHARI through his C.A. MR. PRASHANT K. THAKUR (Builders) and MR. ANAND FREDRICK through his C.A. MS. VANESSA KEISHING (Purchaser)**, in respect of the above said flat. The said agreement for sale is duly registered with the Office of Sub-Registrar, Panvel-1, bearing Registration No. 8740/2004.

h. Receipt No. 8741 dated 15/12/2004 Bearing Registration No. PVL1-8740-2004 issued by office of the Sub-Registrar, Panvel-1, in favour of **MR. ANAND FREDRICK through his C.A. MS. VANESSA KEISHING**, regarding registration of the agreement in respect of the above said flat.

i. No Objection Certificate issued by The Cosmos Co-op. Bank Ltd. in favour of **M/s. NEEL DEVELOPERS**, regarding sale of the units constructed in the abovesaid property.

j. Receipt dated 30/3/2009 issued by Proper Officer, Sub – Registrar, Panvel, for Rs.2,22,600/- in favour of **M/s. AGRIMAS CHEMICALS LTD.**, for franking of stamps regarding registration of agreement in respect of the abovesaid flat.

k. Agreement for Sale dated 3/9/2009 executed between **MR. ANAND FREDRICK (Vendor) and M/s. AGRIMAS CHEMICALS LTD. through Authorised Signatory MR. SHRIKANT PRABHAKAR MAHAJAN (Purchaser)**, in respect of the above said flat. The said agreement for sale is duly registered with the Office of Sub-Registrar, Panvel-1, bearing Registration No. 5774/2009 dated 8/9/2009.



PAGE # 4

l. Receipt No. 6052 dated 8/9/2009 Bearing Registration No. PVL1-5774-2009 issued by office of the Sub-Registrar, Panvel-1, in favour of **M/s. AGRIMAS CHEMICALS LTD. through MR. SHRIKANT PRABHAKAR MAHAJAN**, regarding registration of the agreement in respect of the above said flat.

m. Maintenance Receipt dated 4/10/2014 issued by **NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD.** in favour of **M/s. AGRIMAS CHEMICALS LTD.**, in respect of the abovesaid flat.

n. Undertaking dated 12.12.2012 executed by **M/s. AGRIMAS CHEMICALS LTD** affirming that the said property is mortgaged by them with State Bank of Mysore.

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.],

Ans No

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 ?,

Ans. No

b) If such online / computer records are available, whether any verification or cross checking are made and the comments / findings in this regard.,

Ans. 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 ?,

Ans. No.

7. a) Property offered as security falls within the jurisdiction of which sub-registrar office?,

Ans. Office of Sub Registrar, Panvel-1.

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 ?,

Ans. No.

c) Whether search has been made at all the offices named at (b) above ?,

Ans. No.

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.,

Ans. No.



PAGE # 5

8. Chain of the 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.

Ans. The flow of the title is as under :

AND WHEREAS The City & Industrial Development Corporation of Maharashtra Limited hereinafter called "**the Corporation**" having its Office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400021, is the New Town Development Planning Authority under the provisions of Sub-Section of 3(a) of Section 113 of Maharashtra Regional and Town Planning Act, 1966.

AND WHEREAS the state Government in pursuant to Section 113 (I) of the said Act acquired the land described therein and vesting such lands in the said corporation for development and of such piece of land so acquired by the state government and subsequently vested by the state government in the corporation of being leased to its intending lessees.

AND WHEREAS that by virtue of being the Development Authority the Corporation has been empowered under section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

AND WHEREAS by an Agreement to Lease dated 12/12/2002 executed between the CIDCO Ltd. and M/s. NEEL DEVELOPERS through its Partners Mr Vilas M. Kothari & Mr. Sanjay V. Kothari (the Licensee). The Plot No.41 in Sector 10, at New Panvel (W), Navi Mumbai, measuring about 2376.56 sq. mtrs., has been allotted for the construction of building for commercial cum residential user.

AND WHEREAS the Developers has availed of certain financial assistance for undertaking the construction work of the said project/Building "NEEL ORCHID" from M/s. Cosmos Co-op Bank Ltd. (Cosmos Bank), Vashi Branch, vide the sanction letter No. COS/VAS/NEELSAN/1024/2002-2003 and as per the terms of the sanction have mortgaged the said plot of land located at Plot No.41, Sector 10, New Panvel (W) in favour of the above Bank.

AND WHEREAS the above Cosmos Bank have permitted the said Developers to sell and transfer the individual units in the above Project as per their No Objection Letter dated 7/1/2003.

AND WHEREAS the Builders thereafter got the plans approved and sanctioned from Executive Engineer, CIDCO vide their letter dated 28.4.2003, for construction of the building on the said property.

AND WHEREAS Building Occupancy Certificate is issued by Additional Town Planning Officer, (Navi Mumbai & Khopda), CIDCO, vide Permission No. CIDCO/BP/ATPO/1285 dated 29/9/2004, regarding completion of the construction of the Building and occupancy of the same, on the said property.



PAGE # 6

AND WHEREAS Society Registration Certificate dated 22/9/2005 is issued by Asst. Registrar of Co-Op. Hsg. Societies Ltd, CIDCO, in favour of **"NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD."** (bearing Regn. No. NBOM/CIDCO/HSG/(OH)/2101/JTR/2005-2006), regarding registration of the said society.

AND WHEREAS Agreement for Sale dated 15/12/2004 is executed between M/s. NEEL DEVELOPERS through its Partner MR. VILAS M. KOTHARI through his C.A. MR. PRASHANT K. THAKUR (Builders) and MR. ANAND FREDRICK through his C.A. MS. VANESSA KEISHING (Purchaser), in respect of the above said flat. The said agreement for sale is duly registered with the Office of Sub-Registrar, Panvel-1, bearing Registration No. 8740/2004.

AND WHEREAS thereafter, Agreement for Sale dated 3/9/2009 is executed between MR. ANAND FREDRICK (Vendor) and M/s. AGRIMAS CHEMICALS LTD. through MR. SHRIKANT PRABHAKAR MAHAJAN (Purchaser), in respect of the above said flat. The said agreement for sale is duly registered with the Office of Sub-Registrar, Panvel-1, bearing Registration No. 5774/2009 dated 8/9/2009.

AND WHEREAS Undertaking dated 12.12.2012 is executed by M/s. AGRIMAS CHEMICALS LTD affirming that the said property is mortgaged by them with State Bank of Mysore.

AND WHEREAS M/s. AGRIMAS CHEMICALS LTD. are the absolute lawful owners & members of the above said society and have mortgaged the said property with State Bank Of Mysore, as a security for advance/credit facilities availed by them and apart from the said mortgage there are no other chargers & encumbrances found over the said property.

9. Nature of Title of the interest Mortgagor over the property [whether full ownership rights, Leasehold Rights, Occupancy / Possessory Rights or Inam Holder or Govt. Grantee/ Allottee, etc.]

Ans. Absolute Ownership.

CLAUSE NO. 10 NOT APPLICABLE

10. If leasehold, whether,,

- 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]?,
- f) Right to get renewal of the leasehold rights and nature thereof.,



PAGE # 7

CLAUSE NO. 11 NOT APPLICABLE

11. If Govt. grant / allotment / Lease-cum/Sale Agreement, whether :,
Grant / agreement, etc. provides for alienable rights to the mortgagor with or
without conditions.,
The mortgagor is competent to create charge on such property.,
Whether any permission from Govt. or any other authority is required for creation
of mortgage and if so whether such valid permission is available.,

CLAUSE NO. 12 NOT APPLICABLE

12. If occupancy right, whether,
a) such right is heritable and transferable.,
b) Mortgage can be created,

CLAUSE NO. 13 NOT APPLICABLE

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.,

CLAUSE NO. 14 NOT APPLICABLE

14. If the property has been transferred by way of Gift / Settlement Deed whether ,
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.,

CLAUSE NO. 15 NOT APPLICABLE

15. 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 ?,



PAGE # 8

CLAUSE NO. 16 NOT APPLICABLE

16. Whether the title documents include any testamentary documents / wills ?,
- In case of wills, whether the will is registered will or unregistered will ?,
 - Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court ?,
 - Whether the property is mutated on the basis of will ?,
 - Whether the original will is available ?,
 - Whether the original death certificate of the testator is available ?,
 - 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 reply on the will, availability of Mother / Original title deeds are to be explained.],

CLAUSE NO. 17 NOT APPLICABLE

- Whether the property is subject o any wakf rights ?,
- Whether the property belongs to church / temple or any religious / other institutions having any restriction in creation of charges on such properties ?,
- Precautions / permissions, if any in respect of the above cases for creation of mortgage ?,

CLAUSE NO.18 NOT APPLICABLE

- 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.,
- Please also comment on any other aspect which may adversely affect the validity of security in such cases ?,

CLAUSE NO. 19 NOT APPLICABLE

- Whether the property belongs to any trust or is subject to the rights of any trust ?,
- Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?,
- If so additional precautions/ permissions to be obtained for creation of valid mortgage?,
- Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.,

CLAUSE NO. 20 NOT APPLICABLE

- If the property is Agricultural land, whether the local laws permits, mortgage of Agricultural land and whether there are any restrictions for creation / enforcement of mortgage.,

Ans N.A

- 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



PAGE # 9

c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.,
Ans. N. A.

CLAUSE NO. 21 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, Environment Clearance, etc.),

CLAUSE NO. 22

22. a) Whether the property is subject to any pending or proposed land acquisition proceedings ?,

b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry.,

Ans. No.

CLAUSE NO. 23

23. a) Whether the property is involved in or subject matter of any litigation which is pending or concluded ?,

b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement ?,

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.,

Ans. No.

CLAUSE NO. 24 NOT APPLICABLE

24. a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.,

b) Property belonging to partners, whether thrown on hotchpot ? Whether formalities for the same have been completed as per applicable laws ?,

c) Whether the person (s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.,

CLAUSE NO. 25

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. ,

Ans The necessary resolutions for mortgage of the said property in favour of bank be taken on record.

CLAUSE NO. 26 NOT APPLICABLE

26. In case of Societies, Association, the required authority / power to borrow and whether the mortgage can be created and the requisite resolutions, bye-laws.,

27. a) Whether any POA is involved in the chain of title ?,

Ans. No.



—
E

PAGE # 10

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.,

Ans No.

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).,

Ans Yes the power of attorney is executed by the builders in favour of their authroised representatives and the same is duly registered and legally proper.

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.,

Ans Verified Copy of POA.

CLAUSE E TO H

e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.,

i. Whether the original POA is verified and the title investigation is done on the basis of original POA ?

Ans. The Copy of POA dated 15.12.2004 executed by Anand Fredrick is verified and is proper.

ii. Whether the POA is registered one ?

Ans. No It is notarized executed in 2004 and is legally proper.

iii. Whether the POA is a special or general one ?

Ans. Specific.

iv. Whether the POA contains a specific authority for execution of title documents in question.,

Ans. Yes

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?].,

Ans. Yes it was not revoked.

g) Please comment on the genuineness of POA ?,

h) The unequivocal opinion on the enforceability and validity of the POA ?,

Ans. The PoA is genuine, legally proper and enforceable in law.



PAGE # 11

CLAUSE NO. 28 NOT APPLICABLE

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.,

CLAUSE NO. 29

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, j. Occupancy certificate / allotment letter / letter of possession; k. Membership details in the Society, etc., l. Share Certificates; m. No Objection letter from the society, n. All legal requirements under the local / Municipal laws, regarding ownership of flats / apartments/ building Regulation, Development Control Regulations, Co-operative Societies Laws, etc., o. Requirement for noting the Bank charges on the records of the Housing Society, if any, p. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any, q. Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc.,

Ans. The necessary papers and documents viz. Building Occupancy Certificate, Society Registration Certificate, Specific Power of Attorney, Agreement for Sale and Title of Land Owner have been verified. I have also verified and examined the copy of Agreement for Sale dated 3/9/2009 and other papers and documents of the property and the said Agreement for Sale dated 3/9/2009 is duly stamped and registered and hence they are legally proper as per the provisions of the law.

CLAUSE NO. 30

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.

Ans. **AND WHEREAS M/s. AGRIMAS CHEMICALS LTD. are the absolute lawful owners & members of the above said society and have mortgaged the said property with State Bank Of Mysore, as a security for advance/credit facilities availed by them and apart from the said mortgage there are no other chargers & encumbrances found over the said property.**

CLAUSE NO. 31

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.



PAGE # 12

Ans. 1986 to 2015 AND WHEREAS M/s. AGRIMAS CHEMICALS LTD. are the absolute lawful owners & members of the above said society and have mortgaged the said property with State Bank Of Mysore, as a security for advance/credit facilities availed by them and apart from the said mortgage there are no other chargers & encumbrances found over the said property.

32. Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy ?

Ans. N.A.

CLAUSE NO. 33 NOT APPLICABLE

33. a) Urban Land ceiling clearance, whether required and if so, details thereon.

b) Whether No Objection Certificate under the income tax act is required/obtained.,

CLAUSE NO. 34 NOT APPLICABLE

34. Details of RTC extracts/mutation extracts/Khata extracts pertaining to the property in question.

CLAUSE NO. 35 NOT APPLICABLE

35. Whether the name of mortgagor is reflected as owner in the revenue / Municipal/ village records ?,

CLAUSE NO. 36 NOT APPLICABLE

36. 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.,

CLAUSE NO. 37 NOT APPLICABLE

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.,

CLAUSE NO. 38

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.,

Ans No.

39. 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.

Ans. N.A.



PAGE # 13

CLAUSE NO. 40

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.

Ans No.

41. Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security ?

Ans Yes

CLAUSE NO. 42 NOT APPLICABLE

42. In case of absence of original title, 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.,

CLAUSE NO. 43 NOT APPLICABLE

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.,

CLAUSE NO. 44 NOT APPLICABLE

44. Additional aspects relevant for investigation of title as per local laws.

45. Additional suggestions, if any to safeguard the interest of the Bank/ensuring the perfection of security.,

a. I have to certify that the bank should inspect the property and should follow the necessary banking procedures and norms before disbursement of the loan.

b. I have to further certify that No Objection certificate should be obtained from **NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD.** for creation of the mortgage of the said flat by **M/s. AGRIMAS CHEMICALS LTD.**, in favour of the Bank, in format of bank.

46. The specific persons who are required to create mortgage / to deposit documents creating mortgage.,

Ans. **M/s. AGRIMAS CHEMICALS LTD. (BORROWER).**

Date: 22/1/2015.

Place: Ulhasnagar



{K. C. RAISINGHANI}
ADVOCATE HIGH COURT
BANK'S ADVOCATE



PAGE # 14

ANNEXURE-C
CERTIFICATE OF TITLE

I have examined the Copies of Title Deeds intended to be deposited relating to the schedule property and offered as security by way of Equitable Mortgage and that the certified copies of 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 FOR FURTHER LOAN and I further certify that:

2. I have examined the Documents in details, 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/**Office of the Sub-Registrar, Panvel, for the period of 30 years from 1986 to 2015 vide Receipt dated 22/1/2015, which is enclosed herewith.** 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 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 / Doubts, if any has been clarified by making necessary enquiries.

5. **AND WHEREAS M/s. AGRIMAS CHEMICALS LTD. are the absolute lawful owners & members of the above said society and have mortgaged the said property with State Bank Of Mysore, as a security for advance/credit facilities availed by them and apart from the said mortgage there are no other chargers & encumbrances found over the said property.**

6. In case of second / subsequent charge in favour of the Bank, there are no other mortgages / charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank [Delete whichever is inapplicable].

Ans N.A

CLAUSE NO. 7 NOT APPLICABLE

7. Minor/(s) and his/their interest in the property(ies) is to the extent of (Specify the share of the Minor with Name). (Strike out if not applicable).

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **M/s. AGRIMAS CHEMICALS LTD. (BORROWER).**

9. I certify that **M/s. AGRIMAS CHEMICALS LTD. (BORROWER)** has an absolute, clear and Marketable title over the Schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.



PAGE # 15

10. In case of creation of Mortgage by Deposit of Title Deeds, we certify that the deposit of following Original Title Deeds/Documents would create a valid and enforceable mortgage, in favour of bank:

- a. Receipt dated 14/12/2004 issued by Proper Officer, Sub – Registrar, Panvel, for Rs.37,750/- in favour of **MR. ANAND FREDRICK**, for franking of stamps regarding registration of agreement in respect of the abovesaid flat.
 - b. Agreement for Sale dated 15/12/2004 executed between **M/s. NEEL DEVELOPERS** through its Partner **MR. VILAS M. KOTHARI** through his **C.A. MR. PRASHANT K. THAKUR (Builders)** and **MR. ANAND FREDRICK** through his **C.A. MS. VANESSA KEISHING (Purchaser)**, in respect of the above said flat. The said agreement for sale is duly registered with the Office of Sub-Registrar, Panvel-1, bearing Registration No. 8740/2004.
 - c. Receipt No. 8741 dated 15/12/2004 Bearing Registration No. PVL1-8740-2004 issued by office of the Sub-Registrar, Panvel-1, in favour of **MR. ANAND FREDRICK** through his **C.A. MS. VANESSA KEISHING**, regarding registration of the agreement in respect of the above said flat.
 - d. Receipt dated 30/5/2009 issued by Proper Officer, Sub – Registrar, Panvel, for Rs.2,22,600/- in favour of **M/s. AGRIMAS CHEMICALS LTD.**, for franking of stamps regarding registration of agreement in respect of the abovesaid flat.
 - e. Agreement for Sale dated 3/9/2009 executed between **MR. ANAND FREDRICK (Vendor)** and **M/s. AGRIMAS CHEMICALS LTD.** through **MR. SHRIKANT PRABHAKAR MAHAJAN (Purchaser)**, in respect of the above said flat. The said agreement for sale is duly registered with the Office of Sub-Registrar, Panvel-1, bearing Registration No. 5774/2009 dated 8/9/2009.
 - f. Receipt No. 6052 dated 8/9/2009 Bearing Registration No. PVL1-5774-2009 issued by office of the Sub-Registrar, Panvel-1, in favour of **M/s. AGRIMAS CHEMICALS LTD.** through **MR. SHRIKANT PRABHAKAR MAHAJAN**, regarding registration of the agreement in respect of the above said flat.
 - g. No Objection Certificate issued by **NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD.** regarding mortgage of the said flat by **M/s. AGRIMAS CHEMICALS LTD.**, in favour of Bank.
 - h. Share Certificate as and when issued by the society.
- 11. There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.**



PAGE # 16

SCHEDULE OF PROPERTY

“Flat No. A-601, On 6th Floor, Adm. Area 47.937 sq. mtrs. (Carpet Area) along with 10.49 sq. mtrs. (Open Terrace), in the Building known as “NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD.” (A Co-op Society duly registered under the provisions of Maharashtra Co-op Societies Act 1960 bearing regn. No. NBOM/CIDCO/HSG/(OH)/2101/JTR/2005-2006), at Sector-10, Khanda Colony, New Panvel (W), Navi Mumbai - 410206, Taluka Panvel, Dist. Raigad.”, situated and constructed on land bearing ‘Plot No.41, Sector-10, Admeasuring Area 2376.56 sq. mtrs., at New Panvel (W), Navi Mumbai, Taluka Panvel, Dist. Raigad, within the Registration District Raigad and Sub-Registration District of Panvel, State Maharashtra.”

Signed under my hand and seal this 22nd Day of January, 2015.

{K. C. RAISINGHANI}
ADVOCATE HIGH COURT
BANK'S ADVOCATE





Date: 22/1/2015

SEARCH REPORT

I have taken search in the **Office of the Sub-Registrar, Panvel**, for the period of 30 years from 1986 to 2015 vide Receipt, which is enclosed herewith, in respect of the above said property. I have verified and examined the necessary Index-II Records and Inspection Books and I have carried out the detailed necessary Search and I have not come across any adverse entry pertaining to the above said property which may affect the TITLE of the above said property and the year wise search report is as under :-

2. The search conducted has revealed the following entries :-

Year	Transaction
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	Entry

a. Power of Attorney dated 22/2/2002 executed by **M/s. NEEL DEVELOPERS through its Partner MR. VILAS M. KOTHARI & OTHER in favour of MR. PRASHANT K. THAKUR**, regarding registration of Agreement and other documents executed by them, in respect of above said property. The said Power of Attorney is duly registered with the office of sub registrar Uran (Panvel-2), bearing Registration No. 1196/2002.

2003	Nil
2004	Entry

a. Agreement for Sale dated 15/12/2004 executed between **M/s. NEEL DEVELOPERS through its Partner MR. VILAS M. KOTHARI through his C.A. MR. PRASHANT K. THAKUR (Builders) and MR. ANAND FREDRICK through his C.A. MS. VANESSA KEISHING (Purchaser)**, in respect of the above said flat. The said agreement for sale is duly registered with the Office of Sub-Registrar, Panvel-1, bearing Registration No. 8740/2004.

2005	Nil
2006	Nil




PAGE # 2

2007	Nil
2008	Nil
2009	Entry

a. Agreement for Sale dated 3/9/2009 executed between **MR. ANAND FREDRICK (Vendor)** and **M/s. AGRIMAS CHEMICALS LTD. through MR. SHRIKANT PRABHAKAR MAHAJAN (Purchaser)**, in respect of the above said flat. The said agreement for sale is duly registered with the Office of Sub-Registrar, Panvel-1, bearing Registration No. 5774/2009 dated 8/9/2009.

2010	Nil
2011	Nil
2012	Nil
2013	Nil
2014	Nil
2015	Record Not Ready

Signed under my hand and seal this 22nd Day of January, 2015.


{K. C. RAISINGHANI}
ADVOCATE HIGH COURT
BANK'S ADVOCATE





STATE BANK OF MYSORE
Sushant Lok Branch
Gurgaon

Annexure E

Name of the borrower : M/s. Agrimas Chemicals Ltd

Name of the Advocate submitted the TIR: Shri K C Raisinghani

Number & Date of TIR : CRR/AF/TCC/15 dated 22.01.2015

Short description of the property covered by TIR: Flat No .A-601,6th Floor, in the building Neel's Orchid Cooperative Housing Society Ltd" situated at Sector 10,Khanda Colony ,New Panvel(W),Navi Mumbai-410206

S.No Details Y/ N

S.No	Details	Y/ N
1	Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	Y
2	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	Y
3	Whether the TIR by the advocate is unconditional?	Y
4	If the TIR has any conditions, whether the same are complied with?	Y
5	As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property	Y
6	As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?	Y
7	As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the Bank?	Y



8	As per the TIR, whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee?	N
9	As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security has been examined?	N
10	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank?	Y

11	Whether the advocate has confirmed that he has conducted independent Search in the Records of Sub-Registrar Office(s) concerned and that the documents ,convey Clear, Absolute and Marketable Title and are sufficient for creation of a valid Mortgage?	Y
12	Whether the TIR reveals involvement of any gift deed,PoA, or other circumstances attracting special precautions?	N
13	Whether the advocate has also submitted the fee receipt for conducting Search in the Office of Sub-Registrar(s) along with the TIR	Y
14	Whether the property particulars mentioned in the Title Deed (Sale Deed/ Khatauni) tally with those in the Non Encumbrance Certificate, approved Building Plan and TIR, etc.?	Y
15	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	Yes the documents as mentioned by the lawyer are obtained
16	In respect of loans of Rs.1.00 crore and above: (a) Whether search of title/encumbrance was made by the advocate for a period of not less than 30 years? (b)Whether satisfactory search report (TIR) is obtained from two panel advocates?	Yes and search has been made for a period of 30 years (b) Yes
17	Whether the TIR or any other documents in the matter reveal any pending or concluded litigation in respect of the property offered as security and whether the impact of such litigation has been satisfactorily explained/ got examined?	No



18	<p>(a) Findings, if any in respect of the property offered as the security in the valuation report?</p> <p>(b) Whether there is any inconsistency in the TIR and valuation report in respect of the property?</p>	<p>(a). No Adverse Remarks Reported in the Valuation Report</p> <p>(b) No inconsistency Found</p>
----	---	---

	Field Officer/ Authorised Officer	Relationship Manager/ Branch Head/Unit Head
Signature		 <p>प्रबन्धक/Manager सुशांत लोक शाखा, गुडगाँव/Sushant Lok Br., Gurgaon</p>
Name	Sourabh Bakshi	Abhishek Sinha
Designation	Assitant Manager	Branch Manager
Branch/Unit	Sushant Lok, Gurgaon	Sushant Lok, Gurgaon
Date of scrutiny	28/03/2017	28/03/2017



SBM Sushantlok Br

Agrimas Chemicals Ltd.

**INSPECTION REPORT ON IMMOVABLE PROPERTY
AS PER GENERAL CIRCULAR NO. 68/2003-04 DATED 31.07.2003**

Name of the unit -		AGRIMAS CHEMICALS LIMITED	
1. DATE OF INSPECTION		01/12/2010	
2. DETAILS OF THE PROPERTY		Boundaries (as in title deeds)	
a) Site Number	A 601	North	OPEN SPACE
b) Khasra/Plot No	A 601	West	FLAT NO A 604
c) Road/Street	NEW PANVEL	South	FLAT NO A 602
d) Measurement	47.93 SQ MTS	East	OPEN SPACE
3. IDENTIFICATION OF THE PROPERTY			
a) How the property has been identified		Easily identified.	
b) Whether boundaries confirm to Schedule of relative title deeds		Yes	
c) Whether boundaries are clearly demarcated.		Yes	
4. OWNERSHIP AND POSSESSION OF THE PROPERTY			
a) Name of Registered owner		Agrimas Chemicals Ltd. (lease hold rights)	
b) Name of the person under whose possession the property actually is		Agrimas Chemicals Ltd	
c) How the possession has been ascertained		Legal opinion obtained and physically verified	
d) Tenants if any, in the property		Self occupied	
5. OTHER PARTICULARS			
a. Tenure of the property		For Ever	
b. Access to the property from public road		Well connected by Roads	
c. Nature of the Land		Residential	
d. Details of building/Structure of House		The property is a 6 th floor flat with standard specifications in a multistoried residential complex alongwith the undivided pro rata share in the land underneath the same apartment . The site situates in one of the most developed and prestigious area of Navi Mumbai. The property is constructed upon a plot land leased by City & Industrial Development Ciopn of Maharashtra Ltd ,(CIDCOM) to Neel	



SBM Sushantlok Br

Agrimass Chemicals Ltd.

	Developers and after carrying out construction, Neel Developers transferred the property to Anand P Fredrick, Director of Agrimas Chemicals Ltd and thereafter transferred to Agrimas Chemicals Ltd.
e. Yearly income from the property	NA
f. Market valued of the property (with brief Note on how value have arrived at and Details of local inquiries made)	Rs 50.46 lacs as per valuation report dated 18/10/10
g. Marketability of Property	Easily Marketable

For STATE BANK OF MYSORE

Manager
Sushant Lok, Gurgaon

Signature of the Officials

Signature of Branch Manager



NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD.

(REGN. NO. NBOM / CIDCO / HSG (OH) / 2101 / JTR / 2005-2006)

Plot No. 41, Sector - 10, Khanda Colony, New Panvel (W) - 410 206.

Ref. No

Date
18.06.2012

To,
STATE BANK OF MYSORE,
SUSHANTLOK BRANCH 40661,
GURGAON.

SUB: No Objection Certificate for keeping the Flat No 601 A- Wing at Neel Orchid, Panvel (W).

Dear Sir,

We wish to inform you that Agrimas Chemicals Ltd., is the owner of the Flat No 601 A- Wing situated at Neel Orchid, Plot No: 41, sector -10, New Panvel (W).

We further confirm that we have **NO OBJECTION** to allow Agrimas Chemicals Ltd., to keep the said flat as pledged with your bank.

Thanking you.

For NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD.



Chairman



Secretary



Treasurer



NEEL ORCHID CO-OPERATIVE HOUSING SOCIETY LTD.

(REGN. NO. NBOM / CIDCO / HSG (OH) / 2101 / JTR / 2005-2006)

Plot No. 41. Sector - 10. Khanda Colony, New Panvel (W) - 410 206.

Ref. No

Date 15/10/10

HDFC Bank Ltd.

Green Park

New Delhi.

Sub : No Objection Certificate for keeping the flat no.601,Vlth Floor at Neel Orchid,New Panvel(W).

Dear Sir,

We wish to inform you that Agrimas Chemicals Ltd.is the owner of the flat no.601,situated at Neel Orchid,Plot no.41,Sector – 10,New Panvel (W).

We further confirm that we have NO OBJECTION to allow Agrimas Chemicals Ltd. To keep the said flat as pledged with your bank.

Handwritten signature
16/9/11

NEEL ORCHID CO-OP HSG. SOCIETY
Handwritten signature
Chairman Secretary Treasurer



5, Sant Nagar, IIIrd Floor,
East of Kailash, New Delhi -110 065
Ph.: +91 (11) 41620141, 42, 43
Fax : +91 (11) 41620144
www.agrimaschemicals.com

AGRIMAS FOR AGRIFUTURE

AGRIMAS CHEMICALS LIMITED

Dated : 19.06.2012

The Branch Manager
State Bank of Mysore
Central Point, Sushant Lok-I
Gurgaon ,Haryana

Dear Sir

As desired , attached Find following documents :

- NOC for Neel Orchid Flat for Pledging with bank.
- Revised stock statement and DP calculation for the month of May 12.
- Deed of Confirmation CIDCOM.

Regards

(A.Kundoo)



NEEL DEVELOPERS

Builders & Developers

Plot No. 21, Panvel - Matheran Road, Sector - 19, New Panvel - 410 206.

Ref. No.

Date : 16/12/2004

To,
Mr. Anand P. Fredrick

Subject : - Car parking for Flat No. A - 601 in building "Neel Orchid" on
Plot No. 41, Sector - 10, New Panvel (W).

Sir,

You have been allocated the Car parking place as marked by red lines in the plan attached herewith. You are requested to park your car in the allocated car parking space only.

Thanking you.

Yours faithfully,
For NEEL DEVELOPERS

(PARTNER)

