



Wednesday, June 15, 2005

12:52:11 PM

पावती

Original

नोंदणी 39 म.

Regn. 39 M

पावती क्र. : 4344

गावाचे नाव कुर्ला

दिनांक 15/06/2005

दस्तऐवजाचा अनुक्रमांक

वदर3 - 04331 - 2005

दस्ता ऐवजाचा प्रकार

करारनामा

सादर करणाराचे नाव:प्रविण जाधव - -

नोंदणी फी

:-

16000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (64)

:-

1280.00

एकूण

रु.

17280.00

आपणास हा दस्त अंदाजे 1:06PM ह्या वेळेस मिळेल

दुस्यम निबंधक

कुर्ला 1 (कुर्ला)

बाजार मुल्य: 803250 रु. मोबदला: 1600000रु.

भरलेले मुद्रांक शुल्क: 66300 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: इंडियन बँक , मुं 71;

डीडी/धनाकर्ष क्रमांक: 617599; रक्कम: 16000 रु.; दिनांक: 15/06/2005



दस्तक्रमांक व वर्ष: 4331/2005

Wednesday, June 15, 2005

12:53:58 PM

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : कुर्ला

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 1,600,000.00  
बा.भा. रु. 803,250.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 212 वर्णन: विभागाचे नाव - कुर्ला - 1, उपविभागाचे नाव - 105/504 - भुभाग: उत्तरेस गावाची सीमा, पूर्वेस अंशतः गाव सीमा व लाल बहादूर शास्त्री मार्ग, दक्षिण व पश्चिमेस गावाची हद्द. सदर मिळकत सि.टी.एस. नंबर - 212 मध्ये आहे. - फ्लॉट नं 3, तळ मजला, शितल अपार्टमेंट, ऑफ एल बी एस मार्ग, कुर्ला प मुं 70.
- (3) क्षेत्रफळ (1) बांधीव मिळकतीचे क्षेत्रफळ 45 चौ.मी. आहे.
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मेसर्स आर आर इंटरप्राईजेस तर्फे प्रोप्रा श्रीमती राणी राजाराम चव्हाण - ; घर/फ्लॉट नं: 225, शितल सिनेमा बिल्डींग, एल बी एस मार्ग, कुर्ला प मुं 70.; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) प्रविण जाधव - ; घर/फ्लॉट नं: 23, तांडेल हाऊस, बाजार स्ट्रीट, खारदांडा, खार प मुं 52; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.  
(2) सविता दामोदर जाधव - ; घर/फ्लॉट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.  
(3) संजीव जाधव - ; घर/फ्लॉट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 15/06/2005
- (8) नोंदणीचा 15/06/2005
- (9) अनुक्रमांक, खंड व पृष्ठ 4331 /2005
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 63750.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 16000.00
- (12) शोरा

CERSAI No

10001432755

Indian Bank, D.K. Sandu Marg Branch,  
8C/32, D.K. Sandu Marg, Chembur,  
Mumbai-400071.



Special Adhesive  
महाराष्ट्र  
MAR 29 2005

3

D-5/STP(V)/C.R.1015/01/04/2392-95

Three hundred and thirty nine  
For INDIAN BANK

ZERO ZERO SIX SIX THREE ZERO ZERO 13:43

Rs.0066300/-PB5179

*[Signature]*  
28/3/05  
Authorised Signatory  
D. K. Sandu Marg Branch

बदल - ३  
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LETTER RECEIVED  
INDIAN BANK  
D.K. SANDU MARG BRANCH  
MUMBAI-400071

श्रीराम बँक  
Indian Bank

D.K. Sandu Marg Br. Date: 28/3/05

Stamp Duty	Rs. 66,312/-
Service Charges	Rs. 12/-
Total	Rs. 66,324/-

Name of stamp duty paying party: *Pravin Jadhav*

Name of counter party: *M.R. Enterprises*

Purpose of transaction: *Yes for purchase of*

Cheque No., if any: *089166*

Drawn on Bank: *State Bank of India*

Branch: *Mumbai*

Cashier: *[Signature]*

Authorised signatory: *[Signature]*

THE SUB REGISTRAR, KURLA - 1  
MUMBAI SUBURBAN DIST (BANDRA)

3

**AGREEMENT FOR SALE**

ARTICLES OF AGREEMENT made at Mumbai

*Savitri B. Jadhav*  
*[Signature]*

this 15<sup>TH</sup> day of JUNE In the Christian Year Two

Thousand and FIVE BETWEEN MESSRS. R. R. ENTERPRISES, a

Sole Proprietary Firm of MRS. RANI RAJARAM CHAVAN, having Office

at 225, Sheetal Cinema Building, L.B.S. Marg, Kurla (West), Mumbai -

400 070 hereinafter called the "PROMOTER" (which expression shall

unless it be repugnant to the context or meaning thereof mean and

include the said Proprietary Firm and the said Proprietress and

her heirs, executors, administrators and assigns) of the ONE PART AND

MR./MRS./MISS/MIS PRAVEEN JADHAV, MRS. SAVITA

*[Signature]*

*Savitri B. Jadhav*  
*[Signature]*

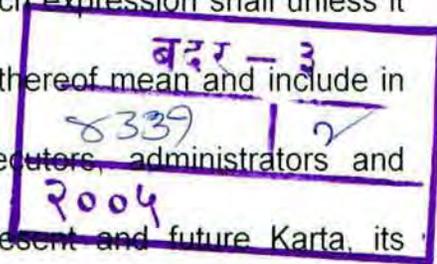
DAMODAR JADHAV and Mr. Sanjeev D. Jadhav

Savitri D. Jadhav

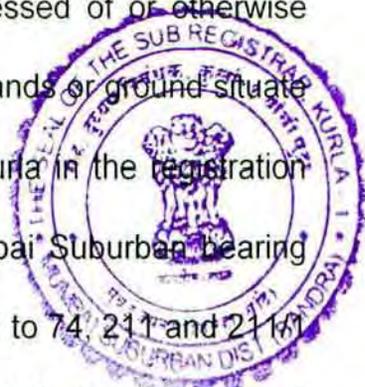


of Mumbai Indian Inhabitant/s residing at ~~having address at~~ 23, Tanade  
House, Bazar Street, Ichar - Danda,  
Khar (W), Mumbai - 400 052 -

hereinafter called the "PURCHASER/S" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include in case of individuals his/her/their heirs, executors, administrators and permitted assigns in case of H.U.F. its present and future Karta, its members, their respective heirs, executors, administrators and permitted assigns and in case of Partnership Firm its present and future partners from time to time constituting the Firm, survivor/s of them, their respective heirs, executors, administrators and permitted assigns and in case of Corporate Body its successors and permitted assigns) of the **OTHER PART.**



**WHEREAS** the Promoter is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of lands or ground situated lying and being at Kurla, Village Kurla, Taluka Kurla in the registration District and Sub District of Mumbai City and Mumbai Suburban bearing Survey No. 225, Hissa No.1A, C.T.S. No. 212, 212/1 to 74, 211 and 211A (and bearing New C.T.S. Nos. 212 (A), 212(B), 212 (C), 212(D) and 212(E) also and area of each admeasuring 1443.6 Sq.Mts. 1104.1 Sq.Mts. 989.4 Sq.Mts., 450.6 Sq.Mts. and 951.5 Sq.Mts. respectively) and admeasuring approximately 5835 Sq.Yds. equivalent to 4939.2 Sq.Mts. or thereabouts and more particularly described in the First Schedule hereunder written. (hereinafter referred to as "the said larger property").

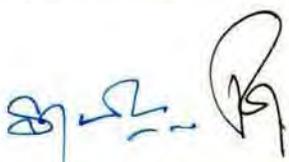


**AND WHEREAS** the Promoter is developing a portion of the said larger property bearing C.T.S. No. 212-A admeasuring 1443.6 Sq.Mts. or thereabouts and more particularly described in the Second Schedule hereunder written. (hereinafter referred to as "the said property").

**AND WHEREAS** the Promoter got the Building Plans sanctioned from the Executive Engineer, Building Proposals (Eastern Suburbs) under No.CE/3040/BPES/A/L and got the I.O.D. issued on 28<sup>th</sup> March, 1989 and

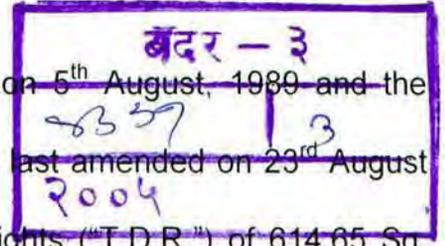


Savitri D. Jadhav



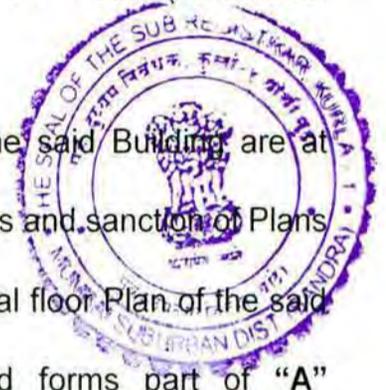
Savitri P. Jadhav  


Works Commencement Certificate issued on 5<sup>th</sup> August, 1989 and the said Plans were amended time to time and last amended on 23<sup>rd</sup> August 2004 utilizing Transfer of Development Rights ("T.D.R.") of 614.65 Sq. Mtrs. on the said property. The copies of the said I.O.D. No. CE/3040/B.P.E.S./A.L. dated 28<sup>th</sup> March, 1989 and Works Commencement Certificate No. CE/3040/B.P.E.S./A.L. dated 5<sup>th</sup> August, 1989 issued by Executive Engineer (Building Proposals) (Eastern Suburbs) and the said last amended Plans dated 23<sup>rd</sup> August, 2004 are annexed hereto and marked with letter "A" COLLECTIVELY.



**AND WHEREAS** the Promoter is constructing the proposed Building to be known as " SHEETAL APARTMENT" on the said property and comprising of basement, ground and 5 upper floors as per sanctioned Building Plans having Shops/ area in basement / Flats. (hereinafter referred to as "the said Building").

**AND WHEREAS** the said Building Plans for the said Building are at present sanctioned for ground and Four upper floors and sanction of Plans for construction of Fifth floor are awaited and typical floor Plan of the said further Fifth floor is also annexed hereto and forms part of "A" Collectively.



**AND WHEREAS** the Promoter also intends to construct addition in Flat Nos. 1 and 4 on the ground Floor and Balcony to Flat Nos. 2 and 7 on each floor i.e. First Floor to Fifth Floor on the South Side of the said Building and the typical floor plan showing such Balcony to Flat Nos. 2 and 7 is also annexed hereto and forms part "A" Collectively.

**AND WHEREAS** Promoter intend to utilize Floor Space Index available of the said property and/or the larger property and/or the adjoining property or T.D.R. from the open market on the said Building as the case may be.

**AND WHEREAS** the said property in the City Survey Record stands in the name of the Promoter and copy of Property Register Card in the name of the Promoter is annexed hereto and marked with letter "B".

RRC  


Savitri P. Jadhav  


AND WHEREAS Mr. S. K. Dubey, Advocate of the Promoter has certified title of the Promoter to the said property as clear and marketable and free from encumbrances and copy of the said Certificate of Title dated 30<sup>th</sup> day of August 2004 is annexed hereto and marked with letter "C".

AND WHEREAS the said proposed Building "Sheetal Apartments" on the said property is substantially constructed and the R.C.C. framework of the said building is substantially completed and the brick work and plastering in the said building is in progress.

AND WHEREAS the Promoter has agreed to sell and Purchaser/s has/have agreed to purchase ~~Shop/ Area in basement/~~ Flat No. 3 on the GROUND floor in the said Building "SHEETAL APARTMENTS" on the said property on Ownership basis to be constructed on the said property more particularly described in the Second Schedule hereunder written and as shown on the Floor Plan annexed hereto and marked with letter "D" for the price and on the terms and conditions hereinafter appearing.

AND WHEREAS the Promoter has handed over all the original documents required to be handed over by the Promoter to the Purchasers under the provisions of Maharashtra Ownership Flats Act, 1963 prior hereto;

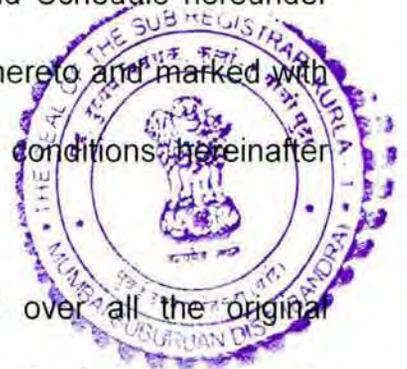
AND WHEREAS the parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. The Promoter is developing pieces or parcels of lands or ground situate lying and being at Kurla, Village Kurla, Taluka Kurla in the registration District and Sub District of Mumbai City and Mumbai Suburban bearing C.T.S. No. 212-A admeasuring 1443.6 Sq.Mts. or thereabouts and more particularly described in the Second Schedule hereunder written. (hereinafter referred to as "the said property") being a portion of the

Savitri D. Jadhav

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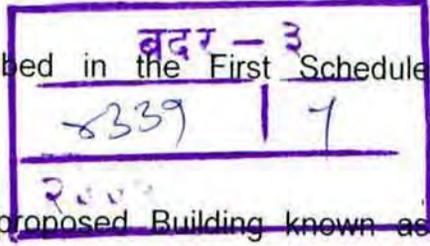
*[Handwritten signature]*

Savitri D. Jadhav.

*[Handwritten signature]*

*[Handwritten signature]*

larger property more particularly described in the बदल - 3 First Schedule hereunder written.



2. The Promoter is constructing the proposed Building known as "SHEETAL APARTMENTS" as per the sanctioned Building Plans sanctioned by the Executive Engineer, (Building Proposals) (Eastern Suburbs) on 28<sup>th</sup> day of March, 1989 and I.O.D. No. No.CE/3040/BPES/A/L dated 28<sup>th</sup> March, 1989 and Works Commencement Certificate No. CE/3040/BPES/A/L dated 5<sup>th</sup> August, 1989 issued by the Municipal Corporation to the Promoter. The said Plans were amended on time to time and last amendment on 23<sup>rd</sup> August 2004 utilizing Transfer of Development Rights ("T.D.R.") of 614.65 Sq. Mts. on the said property. The copies of the said I.O.D. No. CE/3040/B.P.E.S./A.L. dated 28<sup>th</sup> March, 1989 and Works Commencement Certificate No. CE/3040/B.P.E.S./A.L. dated 5<sup>th</sup> August, 1989 issued by Executive Engineer (Building Proposals) (Eastern Suburbs) and the said last amended Plans as amended on 23<sup>rd</sup> August, 2004 are annexed hereto and marked with letter "A" COLLECTIVELY and the Purchaser/s confirm/s that the copies annexed are the true copies of the said Plans and the same are inspected and perused by the Purchaser/s.



Savitri D. Jadhav

*[Handwritten signature]*

3. The Promoter has agreed to sell and the Purchasers have agreed to purchase ~~Shop/ Area in basement/~~ Flat No. 3 of carpet area admeasuring 37.5 Sq. Meters (which is inclusive of -NIL- Sq. Meters carpet area of balcony/balconies, if any ) on the GROUND floor in the said Building "SHEETAL APARTMENTS" on Ownership basis in the said property as shown and shaded in red colour on the floor Plan annexed hereto and marked as Annexure "D" (hereinafter referred to as "the said Premises"), for the price of Rs. 16,00,000 /- (Rupees sixteen - lakhs only Only) including Rs -NIL- /- (Rupees -NIL- only) being the proportionate price of the common area and facilities appurtenant to the use occupation and enjoyment of the said Premises . The said

*[Handwritten signature]*

Savitri D. Jadhav

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price of Rs. 16,50,000 /-(Rupees Sixteen Lakhs -  
only Only)

shall be paid by the Purchaser to the Promoter in the following manner:-

(a) A sum of Rs. 1,50,000 /-(Rupees one lakh -  
forty thousand Only)

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on or prior to the execution of these presents. (the payment and receipt  
whereof the Promoter doth hereby admit and acknowledge and acquit  
release and discharge the Purchaser from the payment and receipt  
thereof and every part thereof.)

(b) A sum of Rs. 13,70,000 /-(Rupees Thirteen Lakhs -  
seventy thousand Only)

within fifteen days from the date of execution of this Agreement

(c) A sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
Only)



on the brick work of the said Premises in the said Building being  
completed.

(d) A sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
Only)

on the internal plaster of the said Premises in the said Building being  
completed.

(e) A sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
Only)

on or before external plaster of the said Premises in the said Building  
being completed.

(f) A sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_  
Only)

on or before flooring of the said Premises in the said Building being  
completed.

(g) Balance amount of Rs. 80,000 /-(Rupees Eighty -  
thousand Only)

will be paid by the Purchaser to the Promoter on the Promoter offering the

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Purchaser to take possession of the said premises pending execution of Deed of Conveyance in favour of any Co-operative Society or Limited Company or Condominium of Apartment Owners as the case may be.

The Purchaser shall pay the amounts as aforesaid on the due date without fail and without any delay or default or demur as time in respect of the said payments is of the essence of the Agreement. The Promoter will forward to the Purchaser intimation of the Promoter having carried out the aforesaid work at the address given by the Purchasers under this Agreement and the Purchaser will be bound to pay the amount of installments within eight days of Promoter despatching such intimation Under Certificate of Posting at the address of the Purchaser as given in these presents. The Promoter will keep Certificate of their Architects certifying that the Promoter has carried and completed the specified stage of work and such Certificate will be open for inspection by the Purchaser at the office of the Promoter and such Certificate shall be valid and binding upon the Purchaser and the Purchaser agree not to dispute the same.



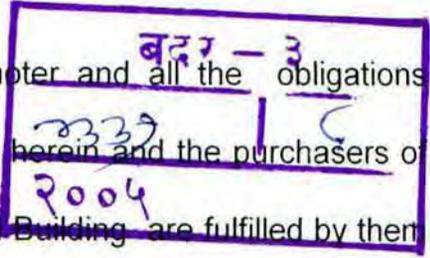
4. The Purchaser hereby expressly and irrevocably consent and agree to the Promoter re-designing the said building and area or areas which the said Promoter may desire to realign and re-design carry out amendments, additions, alterations, modifications and/or variations (whatever envisaged at present or not). The Purchaser hereby irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Promoter for carrying out amendments, additions, alterations, modifications and/or variations as aforesaid or execution of the same and shall also whole heartedly co-operate for the execution of the same and the Promoter will be entitled to utilise any F.S.I./T.D.R. which may be available and/or allowed to be utilised on the said property or any part thereof or any adjoining property or properties as the case may be and till the entire Building is completed and the F.S.I./T.D.R. available on the said Property is duly utilised by the Promoter and the amount or amounts receivable by the Promoter from the Purchasers of premises in the said

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Savita D. Fadnis  


Building is/are duly received by the Promoter and all the obligations required to be carried out by the Purchaser herein and the purchasers of premises from the said Promoter in the said Building are fulfilled by them. The Promoter shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium of Apartments as the case may be and the Purchaser agree and irrevocably consent not to have any demand or dispute or objection in that behalf.



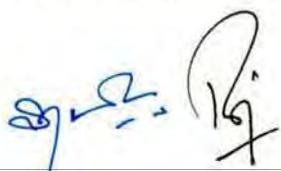
5. The Promoter has also given inspection to the Purchasers of original Buildings Plans sanctioned by the Bombay Municipal Corporation on 28<sup>th</sup> day of March, 1989 with I.O.D. dated 28<sup>th</sup> March, 1989 along with Commencement Certificate dated 5<sup>th</sup> August, 1989 and the said Plans as amended on 9<sup>th</sup> March, 1995, 30<sup>th</sup> November, 1996, 12<sup>th</sup> April, 2004 and 23<sup>rd</sup> August, 2004 in respect of the said property and copies whereof are annexed hereto and marked with LETTER "A" (COLLECTIVELY).

6. It is expressly agreed that right of the Purchasers under this Agreement is only restricted to the Premises agreed to be sold by the Promoter and agreed to be acquired by the Purchasers and all the other premises and portion or portions of the said Building shall be the sole property of the Promoter and the Promoter shall be entitled to develop the same in the manner deemed fit by them without any reference or recourse or consent or concurrence from the Purchasers in any manner whatsoever. The Purchaser/s do/doth hereby confirm and consent to the irrevocable right of the Promoter to develop the said Building known as "SHEETAL APARTMENTS" on the said Property more particularly described in the Second Schedule hereunder written in the manner deemed fit by the Promoter without any further or other consent or concurrence in future.



7. The Purchaser hereby covenant with the Promoter that the terrace / balcony adjacent to the Flat premises and/or terrace/ balcony attached to any such flat premises and/or right to terrace allotted by the Promoter to the Purchaser (where applicable) will not be misused or abused by the



Savita D. Fadnis  


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Purchaser and the Purchaser shall not be entitled to enclose such terrace / balcony nor the Purchaser will be entitled to erect any shed in such terrace and the terrace will be always kept open to sky by the Purchaser.

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The aforesaid provision is applicable to the Purchaser of Flat with terrace only.

8. In the event of Promoter permitting formation of any proposed Co-operative Society, Limited Company or Adhoc Committee of Purchasers of various premises in the said Building constructed on the said property more particularly described in the Second Schedule hereunder written as the Promoter may desire in their sole discretion and such proposed Society or Limited Company or Adhoc Committee shall not call upon and will not demand formation and registration of any Society, Limited Company or Condominium of Apartments and shall not take charge or demand administration of the said building or the said property more particularly described in the Second Schedule hereunder written, till full development of the property / the said Building is duly completed by the Promoter in all respects and till entire F.S.I./T.D.R. available in respect of the said Property more particularly described in the Second Schedule hereunder written is duly utilised by the Promoter and any further or other F.S.I. which may become available in respect of the said Property or any adjoining portion or Property is fully utilised by the Promoter and all the Purchasers of Premises have observed and performed and fulfilled their obligations under the Agreement for acquiring the Premises with the Promoter as contained herein without any delay or default. The Purchaser further confirms that any such proposed Society, Limited Company or Condominium of Apartments Owners or Adhoc Committee shall be subject to over all paramount rights of the Promoter and control and management by the promoter alone.



9. Notwithstanding what is contained to the contrary the Promoter shall be entitled to convey or cause to be conveyed or demise the said Property or any other part thereof or portion or portions to independent Society, Limited Company or Condominium of Apartments or Body of persons or

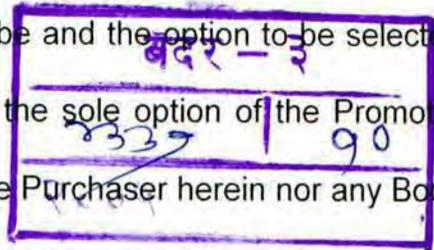
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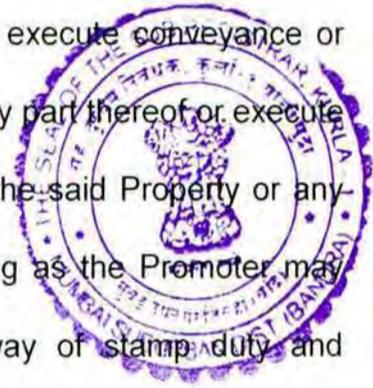
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association of persons as the case may be and the option to be selected and exercised by the Promoter shall be the sole option of the Promoter and the Purchaser confirm that neither the Purchaser herein nor any Body of prospective Purchaser will be entitled to call upon or compel the Promoter to select any specific option as the case may be.



10. It is expressly agreed that it will be the sole option of the Promoter to convey or demise such land appurtenant with common or exclusive right to use as the Promoter may desire to any Society, Limited Company or Condominium of Apartments as the case may be and neither the Purchaser herein nor the Body of prospective Purchaser shall dispute, object or to oppose the decision of the Promoter in that behalf.

11. Subject to terms of this Agreement being fulfilled and subject to provisions of this Agreement the Promoter shall execute conveyance or conveyances in respect of the said Property or any part thereof or execute lease or sub-lease or under-lease in respect of the said Property or any part thereof either portion wise or for the building as the Promoter may desire and all costs, charges, expenses by way of stamp duty and registration fee, legal costs and all other expenses whatsoever shall be borne and paid by the Purchaser alone along with other prospective Purchaser of premises on pro-rata basis and contribution of the Purchaser shall be determined by the Promoter and the Contribution demanded by the Promoter shall be valid and binding upon the Purchaser and the Purchaser shall not object to or oppose or dispute the same in any manner whatsoever. Simultaneously along with conveyance and/or lease in respect of the said Property or any part thereof being executed by the Promoter, the Promoter shall also hand over possession of the said Premises to the Purchaser/s herein along with all other prospective Purchaser as the case may be.



12. It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities along with the said Premises and the nature, extent and description of such common areas and facilities and

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proportionate undivided interest which the Purchaser will enjoy in the common areas and facilities appurtenant to the said Premises agreed to be sold is set out in the Third Schedule hereunder written

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13. It is expressly agreed that the Purchaser shall be entitled to the Limited Common areas and facilities along with the said Premises and the extent, nature and description of such limited common areas and facilities and the proportionate undivided interest which the Purchaser will enjoy in the limited common areas and facilities appurtenant to the said Premises agreed to be sold is set out in the Fourth Schedule hereunder written.

14. It is expressly agreed between the Promoter and the Purchaser that the said flat Premises shall be utilised for residential purposes and car parking space/stilt parking shall be used only for parking vehicle pertaining to the Purchaser and for no other purpose or purposes whatsoever. The Purchaser agrees not to change use of the said Premises without prior consent in writing of the Promoter which the Promoter will be entitled to refuse if they so desire and any unauthorised change of user by the Purchaser shall render this Agreement void/voidable and the Purchaser in that event shall not be entitled to any such right arising out of this Agreement.



15. The Promoter has obtained a Report on title of the Promoter to the said Property more particularly described in the Second Schedule hereunder written from Mr. S. K. Dubey, Advocate dated 30<sup>th</sup> August 2004 and a copy of the Certificate is annexed hereto and marked with letter "C". The Purchaser confirms having inspected the original title certificate and the Purchaser further confirms that the copy annexed hereto is the true copy of the original Certificate inspected by the Purchaser. The Purchaser accepts the said Title Certificate and the Purchaser agrees not to raise any further or other requisitions or objections to the title of the Promoter to the said Property.

16. The said property in the City Survey Record stands in the name of the Promoter and the copy of the Property Register Card in the name of

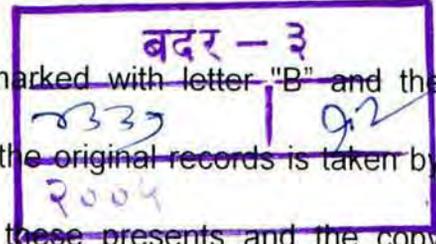
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the Promoter are annexed hereto and marked with letter "B" and the Purchaser confirms that the inspection of the original records is taken by the Purchaser prior to the execution of these presents and the copy annexed is the true xerox copies of the original records inspected by the Purchaser.



17. It is expressly agreed that the said Premises shall contain specifications, fixtures, fittings and amenities as set out in the Fifth Schedule hereunder written and the Purchaser confirms that the Promoter shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Premises.

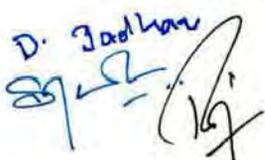
18. The Promoter confirms that they are developing the said Property in accordance with the sanctioned plans and the Floor Space Index available on the said Property is not utilised by the Promoter elsewhere.

19. The Purchaser confirms that the Promoter has given full free and complete inspection of documents of title in respect of the said Property and the Purchaser confirm that he/she/they has/have entered into this Agreement after inspecting the same.

20. The Purchaser confirms that the installments payable by the Purchaser under these presents shall be payable on the due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Purchaser to the Promoter is of the essence of the contract. If the Purchaser makes delay or default in making payment of any of the installments or amounts the Promoter shall be entitled to interest at the rate of 24% per annum on all such amounts and installments from the date of default till payment and/or receipt thereof by the Promoter without prejudice to their other rights in law and under these presents. It is agreed that the provision for right of the Promoter being entitled to interest on amounts and installments not paid in time by the Purchaser to the Promoter is by way of additional right in favour of the Promoter and does not entitle the Purchaser to commit default in payment of amounts and installments



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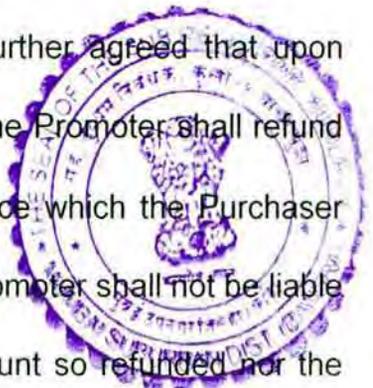


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under this Agreement on the due date, as the time for payment of the amounts and installments is of the essence of the contract. It is further agreed that on the Purchaser committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges, maintenance charges and all other outgoings), the Promoter shall be entitled at their option to terminate this Agreement. PROVIDED AND ALWAYS that the power to terminate herein contained shall be exercised by the Promoter after giving the Purchaser 15 days prior notice in writing of their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoter intend to terminate the Agreement and if the Purchaser continues the default in remedying such breach or breaches within the stipulated period of fifteen days from the date of such notice from the Promoter. It is further agreed that upon termination of this Agreement as stated herein, the Promoter shall refund to the Purchaser the installments of the sale price which the Purchaser may have till then paid to the Promoter but the Promoter shall not be liable to pay to the Purchaser any interest on the amount so refunded nor the Purchaser shall demand any interest or any such charges. Further the promoter shall not be liable to reimburse the purchaser any government charges such as stamp duty, registration charges etc. nor the purchaser shall demand any such charges . Upon termination of this Agreement and upon refund of the aforesaid amount by the Promoter and the Promoter shall be at liberty to dispose of and sell the said Premises to such person or persons at such price and on such conditions as the Promoter may desire and think fit in their absolute discretion and the Purchaser shall have no right in that behalf and the purchaser shall not object the same. It is agreed that if the Purchaser does not come forward to receive the refund of the amount/s from the Promoter, then the Promoter shall be entitled to forward the cheque of the refund amount at the last known



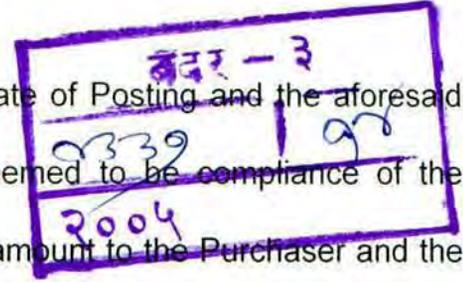
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address of the Purchaser Under Certificate of Posting and the aforesaid mode of refund of amount shall be deemed to be compliance of the obligation of the Promoter to refund the amount to the Purchaser and the same will be final binding and conclusive upon the Purchaser.



21. The Promoter has informed the Purchaser and the Purchaser is aware and hereby consents to:-

(i) To construction of Fifth Floor and modification in Flat Nos. 1 and 4 on the ground Floor and addition of Balcony in Flat Nos. 2 and 7 on each floor from First Floor to Fifth Floor as per typical floor plan annexed hereto and forming part of "A" Collectively. Subject to such changes or modifications as the Promoter may desire or deem fit time to time. The Purchaser confirms that this consent is consent as contemplated under the Maharashtra Ownership Flat Act, 1963 and the same is irrevocable consent by the Purchaser.

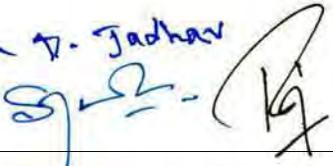
(ii) There are some Flats in the said Building which have terrace balcony attached to such Flats and Purchaser of such Flat will be entitled to the said terrace/ balcony, as part of such Flat premises and the Purchaser has no objection or dispute regards the same.

(iii) The Promoter will be entitled to the terrace above the said Building with exclusive right to the said terrace and with right to use the said terrace for such purpose or purposes as Promoter may desire or deem fit including but not limited to any installation of Antenna/s or Towers for satellite T.V., Cellular Phone network, Communication Tower, Sign Boards, Hoardings, Neon-Signs, Roof top Restaurant, commercial use or any use for construction of any further floor or floors and Promoter shall always have a right to occupy the said terrace and have exclusive possession thereof. The Promoter will be entitled to sell, assign or transfer the right to the terrace or any part thereof to any person or party as Promoter may desire or deem fit.

(iv) The Promoter constructing and completing further floors above the fourth floor of the said Building by utilizing the F.S.I. and/or T.D.R. of the



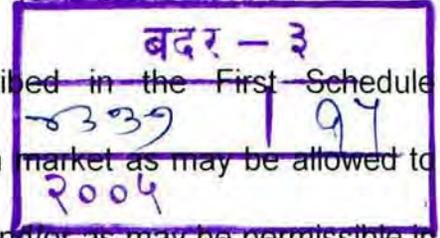
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larger property more particularly described in the First Schedule hereunder written and/or T.D.R. from open market as may be allowed to be utilized under the present Regulations and/or as may be permissible in future by the Planning Authority and/or Local Body as the case may be without reference or recourse to or consent or concurrence of the Purchaser.



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(v) The right of way granted by the predecessor in title of the Promoter by Consent Terms dated 18<sup>th</sup> February, 1994 in Bombay High Court, Suit No.2661 of 1991 (R.B. Chavan Digaskar Vs. Beejay Enterprises) on the western side of the said property more particularly described in the Second Schedule hereunder written of 15 Feet wide to the property known as "Sheetal Plaza" bearing C.T.S. No.213 and the Purchaser agrees and confirm/s that he/she./they will abide by the same and not object to or dispute the same.

(vi) The right of the Promoter to grant any right of way and/or easement and/or licence through the said property to the adjoining property or properties and to such person or persons as Promoter may desire or deem fit and also to amalgamate the said property or sub-divide the said property with any other property or to submit a Lay Out interalia comprising of the said property for the purpose of development / redevelopment to the Local Body / Planning Authority as the Promoter may desire or deem fit in her discretion.

(vii) The Promoter will be entitled to obtain part Occupation Certificate/s in respect of the said Building time to time and allow occupation of the said Building in part or parts to the prospective Purchasers and carry on construction and complete construction even after allowing possession of part or parts of the said Building and Purchaser shall not object to or dispute the further construction on the said building on the ground of nuisance or otherwise howsoever.



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(viii) The Purchaser is aware that upon further development of the said property the Promoter may require concession/s and/or waiver of open space and/or waiver of amenities for the construction of the further floors on the said Building and the Purchaser may require permission from the Municipal Commissioner and/or designated Authority for giving concession/s or for waiving such open space requirement and/or waiver of any amenities under the Development Control Regulations and Purchaser hereby irrevocably consent to giving concession/s or grant of such Permission or permission or waiver of open space requirement upon such conditions as may be stipulated by the Municipal Commissioner and/or Designated Authority including payment of premium in lieu of open space/s and/or amenities to the Corporation without further consent or concurrence of the Purchaser and without reference or recourse to the Purchaser.

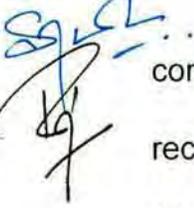


(ix) The purchaser is aware that the Promoter and/or persons claiming through the Promoter and/or adjoining Owners intend to and will develop the adjoining property "Sheetal Cinema" bearing C.T.S. No.208 or properties forming part of the larger property either as amalgamated property with the said property and/or as layout proposal and/or as independent property and upon development of the said adjoining property "Sheetal Cinema" bearing C.T.S. No.208 or properties the Promoter or persons claiming through the Promoter or the adjoining Owners may require no objection of the purchaser for giving concession/s or for waiving of space requirement and/or other requirements and/or waiving of amenities under the Development Control Regulations as may be applicable and Purchaser hereby irrevocably give his/her/their consent and/or no objection to giving of concession/s and waiver of open space requirement and waiving of amenities to such for development of adjoining property or properties as the case may be without any further

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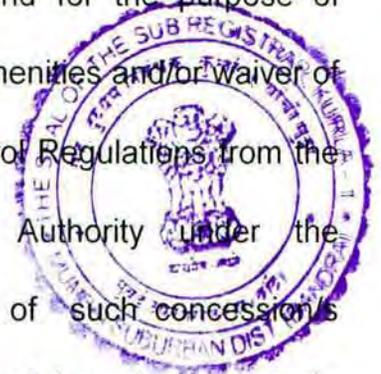
consent or concurrence of the Purchaser and without reference or recourse to the Purchaser.

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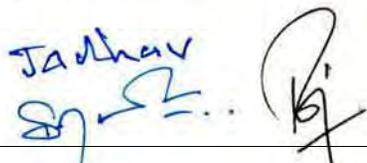
(x) The Promoter has informed the Purchaser and the Purchaser is aware that the adjoining property known as "Sheetal Cinema" bearing C.T.S. No.208 is proposed to be developed as interalia Multiplex/Shopping Mall/Residential Complex/Commercial Complex and upon such development right of way through the said property more particularly described in the Second Schedule hereunder written is intended to be granted by the Promoter to the said Sheetal Cinema and Purchaser hereby gives irrevocable consent and/or no objection to the grant of such right of way by the Promoter to the said Sheetal Cinema from the said property.

(xi) The Promoter has informed the Purchaser and the Purchaser is aware that upon development of the said Sheetal Cinema, the said Sheetal Cinema may apply for concession/s and for the purpose of permission for waiver of open space and other Amenities and/or waiver of other requirements under the Development Control Regulations from the Municipal Commissioner and/or Designated Authority under the Development Control Regulations and for grant of such concession/s and/or permission No Objection of the Purchaser of the said premises in the said Building may be required as adjoining Owner and the Purchaser hereby irrevocably gives his/her/their consent for grant of such concession/s and/or waiver of open spaces and/or waiver amenities and permission for development to the said Sheetal Cinema as adjoining owner/ occupant.

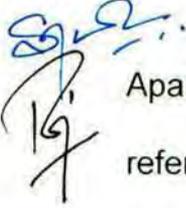


22. The Promoter will sell all premises intended to be constructed on the said Property including premises in the further floor or floors intended to be constructed on the said property as per Typical floor Plan annexed hereto and forming part of Annexure "A" Collectively with a view ultimately that the Purchaser of all the premises in the said buildings shall be admitted to such Co.Operative Housing Society, Limited Company or Condominium of



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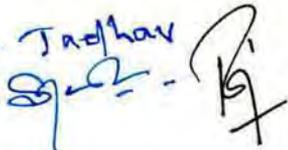


Apartment of all such prospective Purchaser/s of premises (hereinafter referred to as "the said Organisation") and only upon all the Purchasers of all the premises in such building/buildings paying in full their respective dues payable by them to the Promoter and complying with the terms and conditions of their respective Agreements with the Promoter, the Promoter shall convey or demise and transfer or cause to be conveyed or demised and transferred the said Property in favour of the said Organisation of various premises Purchaser.

23. It is expressly agreed that the possession of the said Premises will only be handed over by the Promoter to the Purchaser by 30<sup>th</sup> day of December 2005 if the Promoter has received the full purchase price of the said Premises and all other amounts due and payable by the Purchaser/s to the Promoter under these presents and provided the construction by the Promoter is not delayed on account of non-availability of steel, cement and other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice, order, rule, notification of the Government and/or any other Public Body and/or Competent Authority has disturbed the construction schedule of the Promoter and there is no delay in issue of Occupation Certificate and/or Building Completion Certificate by the Bombay Municipal Corporation and/or Planning Authority and circumstances beyond the control of the Promoter. If the Promoter for the aforesaid reasons beyond the control of the Promoter is unable to give possession of the said Premises by the date stipulated hereinabove then the Promoter agree that they shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by them in respect of the said Premises with simple interest at the rate of 9% per annum from the date the Promoter received the sum till the dates the amounts and interest thereon is re-paid by the Promoter to the Purchaser. Till the said amount and interest as stated is refunded by the Promoter to the Purchaser they shall subject to prior encumbrances if any, be charged on the said Property as well as the Premises in question. It is agreed that



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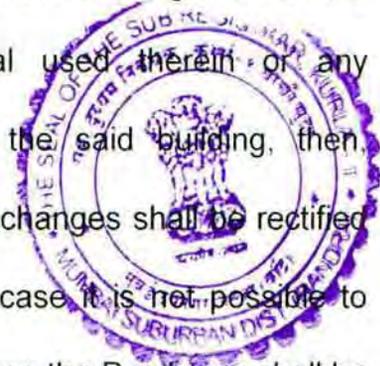


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upon refund of the said amount together with interest as stated hereinabove the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the said Premises or against the said Property in any manner whatsoever and the Promoter shall be entitled to deal and dispose of the said Premises to any person or party as the Promoter may desire at their absolute discretion.

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24. Upon the Purchaser being given possession of the said Premises, he/she/they shall have no claim against the Promoter as regard the quality of the building material used for construction of the Premises or the nature of the construction of the said Premises or otherwise howsoever, provided that if within a period of three years from the date of taking possession of the said Premises by the Purchaser, the Purchaser brings to the notice of the Promoter any defect in the said Premises or the building in which the said Premises are situated or the material used therein or any unauthorised change in the construction of the said building, then wherever possible such defect or unauthorised changes shall be rectified by the Promoter at her/their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser shall be entitled to receive from the Promoter/s reasonable compensation for such defect or change.



25. The Purchaser hereby agrees that in the event of any amount by way of premium of security deposit is payable to the Municipal Corporation of Greater Bombay or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection, drainage connection and electricity connection or any other tax or payment of a similar nature becoming payable by the Promoter/s the same shall be paid by the Purchaser to the Promoter in proportion to the area of the said Premises and in determining such amount the discretion of the Promoter shall be conclusive and binding upon the Purchaser. It is agreed that the betterment charges referred hereinabove

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shall mean and include prorate charges which the Purchaser may be called upon to pay by the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any) making and maintaining of Internal Roads, and access to the said property, drainage, lay out and all other facilities time to time till the charge of the said property is handed over to such Society or Limited Company or Condominium of Apartments as the case may be.

26. (A) The Purchaser shall at the time of taking possession of the said Premises pay to the Promoter the following amounts:

- (1) Rs. 10/- towards membership Admission fees.
- (2) Rs. 250/- towards share money.
- (3) Rs. 10,000/- towards deposit of electric meters, water meters, water connection etc.
- (4) Rs. 5,000/- payable to Mahanagar Gas Ltd. for Piped Gas connection.
- (5) Rs. 10,000/- towards legal costs.
- (6) Rs. 12,500/- towards provisional outgoings for administrative costs municipal taxes, water bill, common electric bill, maintenance charges, other society expenses.



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Total :- Rs 37,260 /- Total.

These aforesaid amounts are to be paid before taking possession of the said premises by the Purchaser to the Promoter and no interest will be payable thereon. The Promoter shall utilise the sum of Rs. 37,260 /- (Rupees Thirty seven thousand, two hundred and

sixty Only) paid by the Purchaser to the Promoter for meeting all administrative and legal costs, charges and expenses, including professional costs of the Attorneys at Law/ Advocates of the Promoter in connection with formation of such Society or Limited Company or Condominium of Apartments as

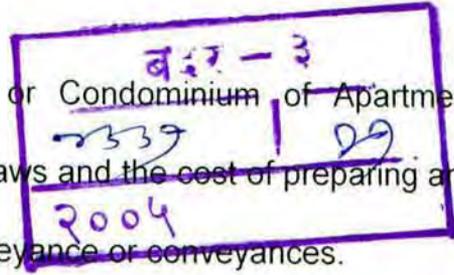
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the case may be Limited Company or Condominium of Apartment preparing its rules, regulations and bye laws and the cost of preparing and engrossing this Agreement and the conveyance or conveyances.



(B) The aforesaid amounts after deduction therefrom arrears of taxes and expenses mentioned in the Sixth Schedule and the expenses incurred in the formation of the Co-operative Society or Limited Company or Condominium of Apartment or legal expenses etc. will be transferred by the Promoter to the Society as and when such Co-operative Society or Limited Company or Condominium of Apartment is formed and after the Property is finally transferred to such Co-operative Society or Limited Company or Condominium of Apartment as the case may be. If, however, such Society or Limited Company or Condominium of Apartment is not formed, the said amounts will be retained by the Promoter and the same will not be refunded to the Purchaser.

27. Notwithstanding anything contained in this Agreement the Purchaser hereby agree to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, municipal taxes, maintenance charges and outgoings in respect of the items specified in the Sixth Schedule hereto such share to be determined by the Promoter having regard to the area of each Shop/Area in basement/Flat No. 3 on the GROUND floor. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, municipal taxes and outgoings.



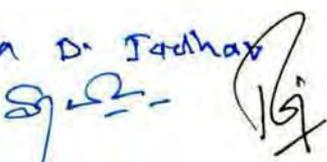
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28. So long as each flat/ Shop / basement area in the said Building shall not be separately assessed for municipal taxes and water taxes, the Purchaser shall pay to the Promoter or to the said organisation when formed a proportionate share of the municipal tax and water tax assessed on the whole Building, such proportion to be determined by the Promoter on the basis of the area of each flat / shop/ basement area in the said Building. The Purchaser along with the other premises holders will not require the Promoter to contribute a proportionate share of the



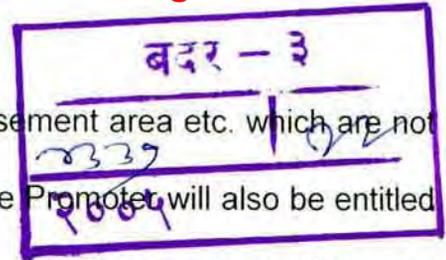
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maintenance charges of the flat/ shop / basement area etc. which are not sold and disposed off by the Promoter. The Promoter will also be entitled to the refund of the municipal taxes on account of the vacancy of the said Premises.



29. The Purchaser shall from and after the date of receipt by him/her/them of the notice from the Promoter to take possession of the said Premises regularly pay every month irrespective of possession being taken or not a provisional amount of Rs.2,000/- towards taxes, salary of the persons appointed by the Promoter, to manage and look after the building, the Chowkidars, liftmen, sweepers, insurance premium etc. and other outgoings and expenses including the outgoings mentioned in the sixth Schedule hereto.

30. The Purchaser shall not use the said Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said Building or for any illegal or immoral purpose or unauthorised purpose. The purchaser shall use the said Flat premises for residential user, the Shop premises for lawfully permitted commercial / business purpose but not for any Restaurant, Bar, Discotheque, Massage Parlour, Hospital, Nursing Home, Polyclinic, Chakki, Flour Mill at any time in any manner whatsoever.



31. If the Promoter are not able to give possession of the said flat / car parking space/stilt parking to the Purchaser on account of any reasonable cause or circumstances beyond their control the Purchaser shall not be entitled to any damages whatsoever.

32. The Purchaser for himself/herself/ themselves with intention to bring all persons unto whosoever hands the said Premises may come doth/do hereby covenant with the Promoter as follows:-

(a) To maintain the said Premises, at Purchaser own cost in good tenantable repair and condition from the date of taking possession of the said Premises is granted to the Purchaser/s and shall not do or suffer to



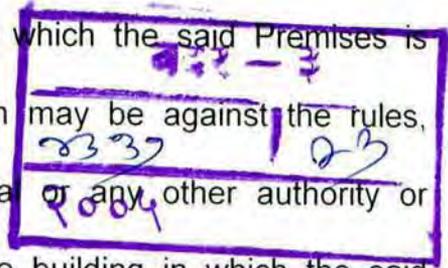
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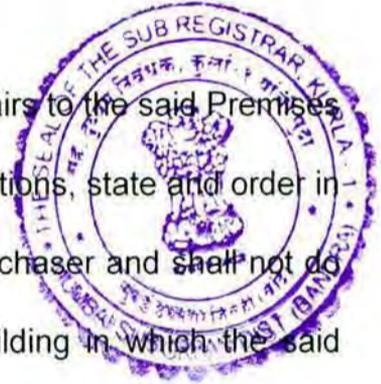


be done anything in or to the building in which the said Premises is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said Premises is situated and the said Premises itself or any part thereof.



(b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the said Premises is situated or the said Premises on account of negligence or default of the Purchaser shall be liable for the consequences of the breach.

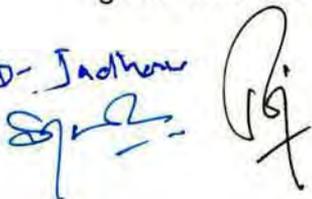
(c) To carry at his/her own cost all internal repairs to the said Premises and maintain the said Premises in the same conditions, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffering to be done anything in or to the building in which the said Premises is situated or the said Premises which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.



(d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Building in which the said Premises is situated and shall keep the portion, sewers, drains pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular, so as to support



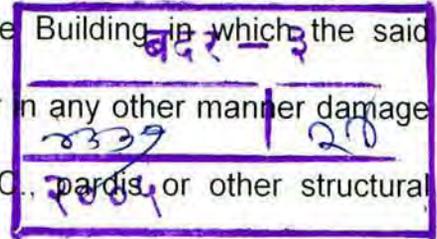
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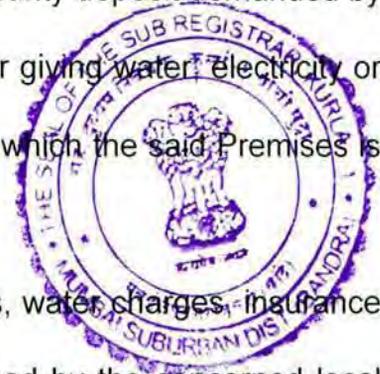
shelter and protect the other parts of the Building in which the said Premises is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C., पार्स or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society or the Limited Company.



(e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and Building in which the said Premises are situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

(f) Not to throw dirt, rubbish, rage, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the Building in which the said Premises is situated.

(g) To pay to the Promoter within 7 days or demand by the Promoter his/her/their share of maintenance charges, security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Building in which the said Premises is situated.

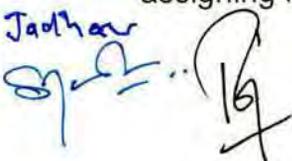


(h) To bear any pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Premises by the Purchaser, viz. user for any purposes other than for shopping/offices purpose.

(i) The Purchaser shall not let, sub-let, sell, transfer, assign, lease, rent, license, give on tenancy or part with the said Premises interest or benefit of this Agreement or part with the possession of the said Premises until all the dues payable by the Purchaser to the Promoter under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has/have first obtained consent in writing of the Promoter which the Promoter are entitled to refuse without assigning reasons.

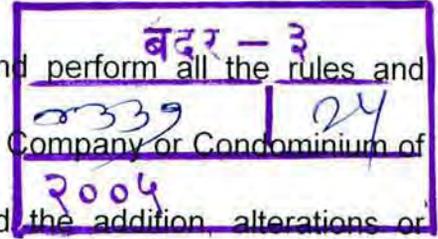
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(j) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Condominium of Apartment may adopt at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the Building Rules, regulations and By-laws for the time being of the concerned Local Authority and of Government and other Public Bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company or Condominium of Apartment regarding the occupation and use of the said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.



(k) Till a Conveyance or demise of Building in which the said Premises is situated is executed, the Purchaser shall permit the Promoter and his/their surveyors and agents with or without workmen and others at all reasonable times, to enter into and upon the said land and Building or any part or whole of the Premises to view and examine the state and conditions thereof.



(l) The Purchaser of shop premises shall not be entitled to run, conduct or operate any flour mill or 'chakki' as popularly known in the said property at any time hereafter.

33. At the time of registration of Conveyance or lease of the said property the Purchaser shall pay to the Promoter the Purchaser's share of stamp duty and registration charges payable, by the said Society or Limited Company or Condominium of Apartment on the Conveyance or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or Limited Company or Condominium of Apartment without any delay or default.

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34. The Purchaser shall from the date of his/her taking possession maintain the said Premises at his/her/their cost in a good and tenantable

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repair and condition and shall not do or suffer to be done anything in or to the said building or the said Premises, staircase, lift, still portion and common passages which may be against the rules and bye laws of the Mumbai Municipal Corporation or any other authority and nor shall Purchaser change alter or make additions to or to the said Building or any part thereof. The Purchaser shall be responsible for any breach of this provision which shall render this Agreement void as hereinafter appearing.

35. Provided it does not in any way affect or prejudice the rights of the Purchaser in respect of the said Premises the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the said Property more particularly described in the Second Schedule hereunder written.

36. The Purchaser shall not let, sub-let, give on leave & licence, sell transfer, assign, mortgage or charge or part with his/her/their interest under or benefit of this Agreement or part with possession of the said Premises without the prior permission in writing of the Promoter. The Promoter may permit the Purchaser to do any of the aforesaid act/s at her discretion on such terms including payment of such charges as you may deem fit or refuse to grant such permission to the Purchaser and the same will be binding upon the Purchaser.



37. The Purchaser and the person to whom the said Premises are permitted to be transferred, shall from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the Co-operative Society and/or the Limited Company and/or Condominium of Apartment/Owners (as the case may be) and may require for safeguarding the interest of the Promoter and/or the Purchaser and other Purchaser in the said Property more particularly described in the Second Schedule hereunder written.

38. The Purchaser and the person to whom the said Premises is permitted to transfer with the written consent of the Promoter shall observe and perform all the provisions of the bye-laws and/or the rules

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and regulations of the Co-operative Society or Limited Company or Condominium of Apartment as and when required and/or all the provisions of the Memorandum and Articles of Association of the Limited Company, when incorporated and/or the Condominium of Apartments and the addition alterations or amendments thereof for the observance and carrying out the Building Rules and Regulations, Bye-Laws and the Development Control and Regulations for the time being of the Municipal Corporation of Greater Bombay and other local and/or public bodies. The Purchaser and persons to whom the said Premises are allowed to be transferred shall observe and perform all the stipulations and conditions laid down by such Co-operative Society or Limited Company or Condominium of Apartments as the case may be regarding the occupation and use of the said Premises and the said Property and shall pay and contribute regularly and punctually towards rates, cesses, taxes and/or expenses and all other outgoings.

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39. It is agreed between the Promoter and the Purchaser that commencing a week after the notice on the writing is made by the Promoter to the Purchaser that the Premises is ready for use and occupation the Purchaser shall be liable to take possession of the same and pay the proportionate share (i.e. in proportion to the floor area of the said Premises) all outgoings in respect of the said Property and the proposed Building including local taxes, cesses, rates and other charges, betterment charges and all other rules by the local authority, government, water charges Insurance charges, maintenance charges, common lights, repairs, salaries of clerks Bill Collector's charges, Chowkidar and Sweeper charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said Property and the said Building and until the said Property is transferred to any Co-operative Society, Limited Company or Condominium of Apartment as the case may be the Purchaser shall pay to the Promoter the proportionate share of outgoings as may be determined by the



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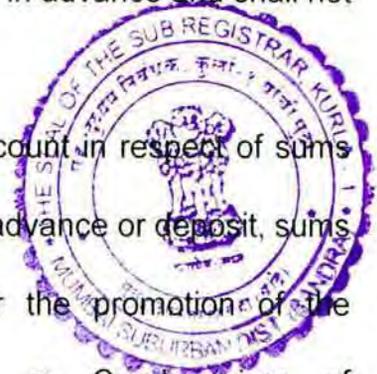
Promoter. The Purchaser further agrees that till the Purchaser share is so determined the Purchaser shall pay to the Promoter, the provisional monthly contribution of Rs.2,000/- per month towards such outgoings and taxes the amount so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter only upon a Conveyance or lease is executed in favour of any Society, Limited Company or Condominium of Apartment as the case may be, subject however to the provisions of Section 6 of the Maharashtra Ownership Flats Act, 1963. On such Conveyance being executed the aforesaid deposits (less deductions provided for in this Agreement) shall be paid over by the Promoter to the Society or Limited Company or Condominium of Apartment/Owners as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings and charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

40. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Limited Company or Condominium of Apartment/Owners or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

41. The Purchaser shall form of the Purchaser along with the other Purchaser who have taken or who may take the other Premises in the said Building form a Co-operative Society or Limited Company or Condominium of Apartment. The rights of the Purchaser of the said Premises will be recognised and regulated by the provisions of the said Co-operative Society or Limited Company or Condominium of Apartment and the rules and regulations framed by them thereunder.

42. On receipt by the Promoter the full payment of the amounts due and payable by them, the Purchaser of all the premises and not earlier than

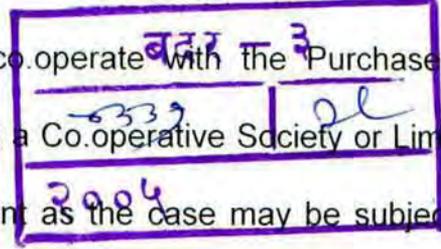
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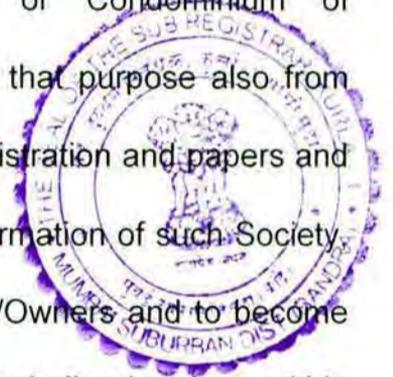
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30<sup>th</sup> April, 2007 the Promoter shall co-operate with the Purchaser in forming and registering or incorporating a Co-operative Society or Limited Company or Condominium of Apartment as the case may be subject to the rights of the Promoter under this Agreement and the Conveyance to be executed in pursuance hereof when the Co-operative Society or Limited Company or Condominium of Apartment is registered or incorporated or formed as the case may be and all the amounts due and payable to the Promoter by all premises Purchaser are paid in full, as aforesaid, the Promoter shall execute or cause to be executed Conveyance or lease in favour of any such Co-operative Society or Limited Company or Condominium of Apartments as the case may be.



43. The Purchaser along with the other Purchaser of premises in the said Building shall join in forming and registering a Co-operative Housing/Premises/Society, Limited Company or Condominium of Apartment/Owners as the case may be and for that purpose also from time to time sign and execute applications for registration and papers and connected and other documents necessary for formation of such Society, Limited Company or Condominium of Apartment/Owners and to become member and sign and return all the documents including bye-laws within seven days of receipt thereof time being of the essence so as to enable the Promoter to register the Organisation of the Purchaser under Section 10 of the Maharashtra Ownership Flats Act, 1963 within the time limit prescribed by Rule 8 of Maharashtra, Ownership Flats Act (Regulation of the Promotion, Construction, Sale, Management and Transfer) Rules 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or Registrar of Companies and in the Condominium of Apartment/Owners as the case may be by any other Authority Competent in that behalf.



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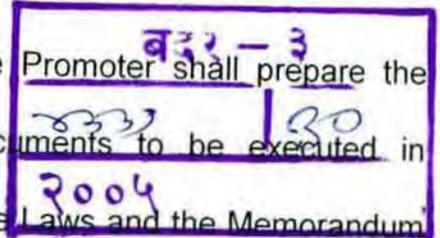
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44. Shri S.K. Dubey., Advocates of the Promoter shall prepare the Conveyance or lease and all other documents to be executed in pursuance of these presents as also the Bye Laws and the Memorandum and Articles of Association in connection with the Co-operative Society or the Limited Company or the Condominium of Apartment/Owners as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation or registration or incorporation of the Co-operative Society or Limited Company or Condominium of Apartment/Owners as the case may be shall be borne and paid by all the Purchaser of the said Premises in the said Property in proportion to the respective area of the respective Premises.

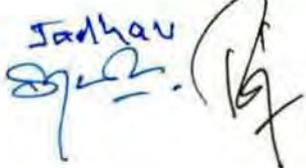


45. The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Purchaser alone. The Purchaser shall immediately after the execution of this Agreement inform the Promoter the Serial Number under which and date on which this Agreement is lodged for registration to enable the Promoter to attend and admit execution of this Agreement before Sub-Registrar of Assurances and the Purchaser agrees that he/she/they will enabled the Promoter reasonably within the period prescribed under the Indian Registration Act for Promoter to attend the Office of the Sub Registrar and admit execution and allowing minimum 45 days before the period for admitting execution expires. It is agreed that if any penalty is payable for admitting execution beyond the Statutory period for attending the office of the Sub Registrar and admitting execution thereof by the Promoter then the same shall be borne and paid by the Purchaser alone.



46. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if posted to the Purchaser under certificate of posting at the address hereinbefore stated:



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Mr. Pravin Jadhav for,  
 23, Tandel House, Bangor Lane,  
 Lam - Mandir Lane, (Khar West)  
 Mumbai - 400 052

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47. Nothing contained in these presents is intended to be nor shall be construed to confer upon the Purchaser any right title or interest of any kind whatsoever into or over the said Property and the Premises or any part thereof such conferences to take place only upon the execution of the conveyance in favour of a Limited Company or a Co-operative housing/premises/Society or Condominium of Apartment/Owners or an incorporated body to be formed of the Purchaser of all premises in the building as herein stated.

48. The Purchaser shall have no claim save and except in respect of the particular Premises, common area and facilities and limited common areas and facilities appurtenant thereto and hereby agreed to be acquired, i.e. all other areas including terraces, etc. will remain the Property of the Promoter until the whole of the said Property is transferred to the Co-operative Society or Limited Company or Condominium of Apartment/Owners as herein provided subject to the rights of the Promoter as contained in this Agreement.



49. The Purchaser shall at no time demand partition of his/her/their interest in the said Building and/or Property, it is being hereby agreed and declared by the Purchaser that his/her/their such interest in the said Premises is impartible.

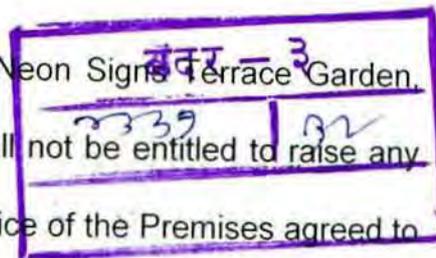
50. The Promoter shall always have a right to get the benefit of additional F.S.I./T.D.R. for construction and also to make the addition, alterations, modification, raise storey's, floors or put up additional structures as may be permitted by the Municipal Corporation of Greater Bombay and other competent authorities such additions structures and storeys will be the sole property of the Promoter alone will be entitled to use the terrace including the parapet wall for any purpose including

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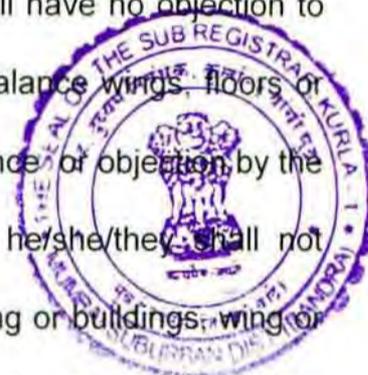


display of advertisements and sign boards/Neon Signs Terrace Garden, open air restaurant, and the Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the Premises agreed to be acquired by his/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Promoter.



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51. The Purchaser hereby expressly agrees and covenants with the Promoter that in the event of all the Wings, floors of the said proposed buildings on the said Property and/or all the Buildings on the said property being not ready for occupation simultaneously and in the event of the Promoter offering possession of the said Premises to the Purchaser or handing over possession of the said Premises simultaneously on the execution of Conveyance or lease in respect of the said Property earlier than completing all the Wings, floors and all the buildings on the said Property then and in that event the Purchaser shall have no objection to the Promoter completing the construction of the balance wings, floors of buildings on the said Property without any interference or objection by the Purchaser. The Purchaser further confirm that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings, floor or floors or part or parts thereof by the Promoter or their assigns on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either transfer or through any nominees to construct and complete the said wing or wings or building or buildings on the said Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser.

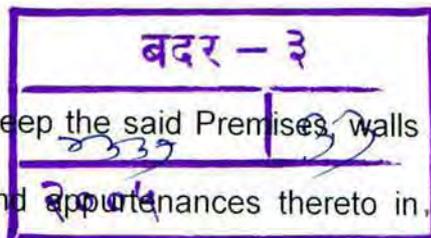


52. The Promoter shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this agreement shall have a first lien and charge on the said Premises agreed to be purchased by the Purchaser.

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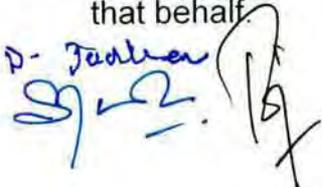
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53. The Purchaser hereby covenants to keep the said Premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good and tenable repair and condition and in particular so as to support shelter and protect the parts of the Building other than the said Premises. The Purchaser further covenants not to chisel or in any other manner damage the columns, beams, slabs, or R.C.C. Partition or walls or other structural members without the prior written permission of the Promoter. The breach of this conditions shall cause this Agreement to ipso facto to come to an end and the earnest monies and all other amounts paid by the Purchaser to the Promoter shall stand forfeited and the Promoter shall be entitled to deduct from the balance payments made by the Purchaser such amounts as they may find proper to compensate for the damage so caused and if such payments are inadequate, they shall be entitled to recover further amounts from the Purchaser to compensate for the damage so caused and the Purchaser hereby consents to the same. The decision of the Promoter in that regard shall be final and binding upon the Purchaser who shall not dispute the decision of the Promoter in this regard.

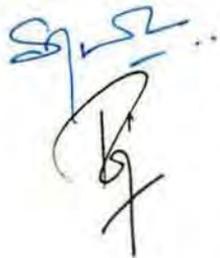
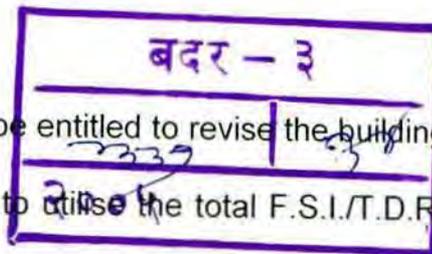


54. The Purchaser shall not do or cause to be done any act or thing which may render void or voidable any insurance of any of the said Building or cause any increased premium to be payable in respect thereof.

55. Notwithstanding what is contained herein to the contrary it is expressly agreed that the Promoter shall be entitled to put a hoarding on the said Property or on the Building or Buildings on the said Property or any parts of the Building or Buildings on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose Promoter are fully authorised to allow temporary or permanent construction or erection in installation either on the exterior of the said Building or on the said Property as the case may be and the Purchaser irrevocably agree, not to object or dispute the rights of the Promoters in that behalf.

  
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56. It is agreed that the Promoter shall be entitled to revise the building plans in respect of the said Building and to utilize the total F.S.I./T.D.R. and the development rights available in respect of the said Property as the Promoter may desire and the Purchaser hereby irrevocably consents to the right of the Promoter to revise and modify the building plans in respect of the said Property time to time.

57. It is expressly agreed between the Promoter and the Purchaser and the Purchaser confirms and irrevocably consents that he/she/they are aware that the Promoter are likely to receive additional F.S.I./T.D.R. and/or development rights (T.D.R) are likely to be received by the Promoter on the said Property from the larger property and/or adjoining property and/or open market and in such event of Promoter receiving additional F.S.I. and/or development rights (T.D.R.), the Promoter shall be entitled to construct either additional floor or floors on the said Building or any part thereof or construct any additional structure on the said Property in the open compound as may be permissible either as Annexe structure or as an independent structure as the Promoter may desire and in the aforesaid event the Promoter shall be entitled to deal with, dispose of, alienate, encumber or transfer such additional floor or floors or premises and building or buildings or structures for such consideration to such party as the Promoter may desire without any further reference or recourse or consent of the Purchaser in any manner whatsoever and the Purchaser agrees not to dispute or object to the same.



58. The Purchaser shall not decorate the exterior of the said Premises otherwise than in any manner agreed to with the Promoter under this Agreement. The Purchaser hereby expressly agree and confirm that they will not install any grills on the window / balcony or exterior of the said Building and they will not keep flower pots or pots or decorative items on the window/s / balcony or exterior of the premises and ensure that no clothes line is hung and clothes are not dried from the said premises at any time.



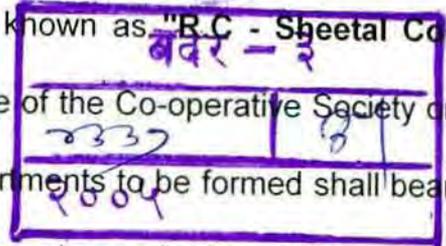
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59. That the Society shall always be known as "B.C - Sheetal Co-operative Society Limited" and the name of the Co-operative Society or Limited Company or Condominium of Apartments to be formed shall bear the said name and this name shall not be changed without the written permission of the Promoter.



60. In the event of any Co-operative Society being formed and registered before the sale and disposal by the Promoter of all the premises and the powers and the authority of the Society or Limited Company or Condominium of Apartment/Owners so formed or the Purchaser and other holders of the premises shall be subject to the over all authority and control of the Promoter in respect of all the matters concerning the said Building and, in particular the Promoter shall have absolute authority and control as regards the unsold premises and the same and disposal thereof. PROVIDED AND ALWAYS the Purchaser hereby agrees and confirms that in the event of the said Co-operative Society being formed earlier the said Co-operative Society and/or Limited Company or Condominium of Apartment/ Owners earlier than the Promoter deal with or dispose of the said Building on the said Property then and in that event any allottee or purchaser of premises from the Promoter shall be admitted to such Co-operative Society, Limited Company or Condominium of Apartment/Owners on being called upon by the Promoter without payment of any premium or any additional charges save and except Rs.250/- for the share money and Rs.10/- as entrance fee and such allottee purchaser or transferee thereof shall not be discriminated or treated prejudicially by such Co-operative Society, Limited Company or Condominium of Apartment/Owners as the case may be.



61. Any delay or indulgence by the Promoter in enforcing the terms of this Agreement of any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this

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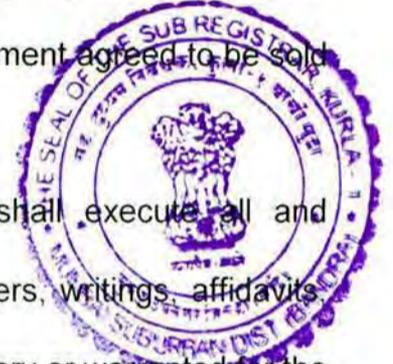



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Agreement by the Purchaser nor shall be same in any manner prejudice the rights of the Promoter.

62. Notwithstanding anything contained herein either expressly by necessary implication this escalation clause is hereby agreed and provided to the effect that if the cost of reconstruction of the said Building goes up on any account or accounts whatsoever including on account of increase in the cost of Building materials or otherwise, in such event the Purchaser shall be bound and liable to pay such proportionate cost on that account to the Promoter as the Promoter may reasonably and lawfully determine and demand from the Purchaser and such amounts, if any, shall be payable within seven days of notice of demand from the Promoter and shall also be condition precedent to the delivery of possession by the Promoter to the Purchaser of the Flat/ Shop / basement ~~agreed to be sold~~ by the Promoter to the Purchaser.



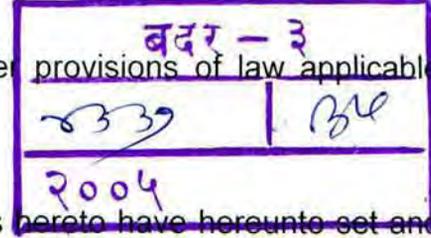
63. The Purchaser irrevocably agrees and shall execute all and necessary and warranted deeds, documents, papers, writings, affidavits, forms, applications as are or may be usual, necessary or warranted for the purpose of giving effect to these presents or are may be desired by the Promoter and for the benefit and protection of interest of the Promoter.

64. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of the Premises or as the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by each party. The arbitrators shall appoint an Umpire before entering upon the reference. The provisions of the Indian Arbitration Act shall apply to such reference.

65. This agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flat Act, 1963 and the Maharashtra

[Signature]  
 Sarita D. Jadhav  
 [Signature]

Ownership Flat Rules 1964 and any other provisions of law applicable thereto.



IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Description of the Larger Property)

**ALL THAT** piece or parcel of land or ground together with the Buildings and Structure standing thereon and situate lying and being at Kurla, Village – Kurla, Taluka – Kurla in the Registration District and Sub District of Mumbai City and Mumbai suburban bearing Survey No. 225 Hissa No. IA, C.T.S. No. 212, 212/1 to 74, 211 and 211/1 (and bearing New C.T.S. Nos. 212(A), 212 (B), 212(C), 212(D) and 212(E) also land area of each admeasuring 1443.6 sq. meters, 1104.1 sq. meters, 989.4 sq. meters, 450.6 sq. meters and 951.5 sq. meters respectively) and admeasuring approx. 5835 sq. yds. Equivalent to 4939.2 sq. mts. or thereabouts and bounded as follows:



On or towards the East by :Property bearing C.T.S. No.208 of Village Kurla –1 and known as “Sheetal Cinema”.

On or towards the West by :Public road known as “Magan Nathuram Road.

On or towards the South by :Property bearing C.T.S. No.213 of Village Kurla –I known as “Sheetal Plaza” and C.T.S. No.289 known as “Pratap Nagar”

On or towards North by :D.P. Road 13.4 m. wide not fully developed But forming the part of plot bearing C.T.S. No.203 and 204 of Village Kurla and beyond the road Sheetal talao (lake).

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Savita D. Jadhav

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THE SECOND SCHEDULE ABOVE REFERRED TO:	B
ALL THAT piece or parcel of land or ground situate lying and	

being at Kurla, Village Kurla, Taluka Kurla in the registration District and Sub District of Mumbai City and Mumbai Suburban bearing Survey No. 225 (Part) Hissa No.1 A (Part) and City Survey No. 212-A admeasuring 1443.6 Sq.Mts. or thereabouts and forming part of the larger property more particularly described in the First Schedule hereinabove written.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**DESCRIPTION OF COMMON AREAS & COMMON FACILITIES:**

1. Common areas shall include:

- Areas covered under the external and internal walls and garden, elevational feature (built up areas).
- Staircases, lobbies, passages and landings, common terraces (excluding pocket/attached terraces abutting certain flats and, as such, exclusively allotted to Purchaser of the said flat) open spaces appurtenant to the building including garden.



2. Common facilities in the building shall include:

- Water storage tanks and water pipes, water meter, pump room with pumps and accessories.
- Drainage and sewerage, including septic tank etc.
- Electrical common load wiring, starters/switches and all common wirings.
- Common lights, in staircases, landings, gates, terrace and compounds.
- Unallotted open bathroom spaces.
- Compound gate/s.
- Common compound walls.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**

Prorata right along with all Purchasers of premises in the said property in limited common areas and facilities i.e. to say:

Sarita D. Jadhav  
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Savita D. Jadhav  
 S.J.S.  
 B.J.

- (1) Staircase
- (2) Entrance Hall
- (3) Lift.

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**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**List of Amenities.**

For Residential Building at Village Kurla, Kurla (West), Mumbai – 400 070.

1. The Building: The above said Building will consist of basement, ground & 5 upper floors.

2. Doors: Main C.P. Teak Wood frame, Flush Door. The frame includes holdfasts, brass/S.S. hinges, doorstopper, and eyepiece with external polish and with a lock.

Internal door will be a solid flush door shutter with C.P. Teak Wood frame. Also included are M.S. holdfasts with brass/S.S. hinges and lock and two coats of oil paint.

W.C. and bath room doors will be a flush door brass/ S.S. hinges.

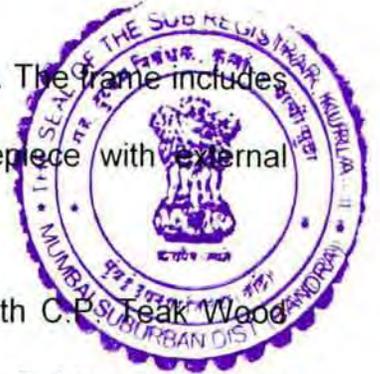
3. Windows: All windows of the hall and bed rooms are powder-coated aluminum sliding windows with glass of 4mm. For bath and W.C. Louvers type windows shall be provided with P.V.C. beddings. Marble cill shall be provided to all the windows.

4. Internal Plaster: The internal plaster face of all the flats shall be cement plastered and 3 coats of white colour plastic paint with Plaster of Paris in the walls.

5. Floor Finishes: All rooms will have vitrified tiles flooring (600 MM x 600 MM size) with a skirting of 3" height. Bath and toilets will have granite floor tiles and coloured glazed tile Dado. This will run upto 7' or the ceiling height in the bath and toilets.

6. Cooking Platform: Kitchen Cooking Platform will be with a granite top and a stainless steel sink. Tiles will reach a height upto 2 feet (approx.) above the platform.

7. Electrical Work: All electrical wiring shall be concealed for each flat, and shall be carried out as per B.S.E.S. Ltd. rules and regulations.



Savita D. Jadhav  
 S.J.S.  
 B.J.

Savitri D. Jadhav  
 19/11/2004

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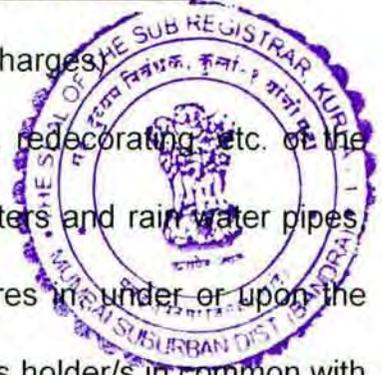
8. Other highlights:

- Cable T.V. point in each hall and both bedrooms.
- Telephone points will be provided in each flat in the living room/both bedrooms with concealed P.V.C. pipe.
- Exhaust fan will be provided in kitchen and toilet in each flat.
- Water Purifier shall be provided in each kitchen.
- Geysers shall be provided in bathroom.
- One W.C. and Jet Spray in W.C.
- All internal plumbing work shall be of concealed type with Jagvar C.P. Fittings.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

(Schedule of Expenses and Charges)

- The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes of the building, water pipes, lift and electric wires in under or upon the building and enjoyed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance, passages, landings, lift and staircases of the building as enjoyed by the flat holder/s used by him/her/them in common as aforesaid and the boundary walls of the building, compound, terraces, etc.
- The cost of cleaning and lighting the passages, water pump, landings, staircases, lift, common lights and other parts of the building used by the flat holder/s in common as aforesaid.
- The cost of the salaries of clerks, bill collectors, lift-man, chowkidars, security guards, pump-man, sweepers etc.
- The cost of working and maintenance of common light, water pump lift and other service charges.
- Deposits for Building, water-meter, electric-meter, piped gas, sewer line etc.
- Municipal and other taxes such as water charges bills, development charges, electricity charges bill cess, levy and revenue N.A. taxes etc.



Savitri D. Jadhav  
 19/11/2004

Savita D. Jadhav  
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7. Insurance of the building.

8. Such all other expenses as are necessary or incidental for the maintenance and upkeep of building.

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"A" COLLECTIVELY

(I.O.D., Works Commencement Certificate,

Approved Building Plans and Typical Floor Plan [proposed])

"B"

City Survey Record and Property Card

"C"

(Report on Title)

"D"

Floor Plan



SIGNED SEALED AND DELIVERED )

by the withinnamed "PROMOTER" )

**MESSRS. R. R. ENTERPRISES** )

through **MRS. RANI RAJARAM** )

**CHAVAN, Sole Proprietress** )

in the presence of.... )

[Signature: Mrs. R. R. Chavan]

SIGNED SEALED AND DELIVERED )

by the withinnamed "PURCHASER" )

**MR./MRS./M/s./MISS. Praveen Jadhav,**

Mrs. Savita Jadhav (Wife) )

Sanjeev Jadhav )

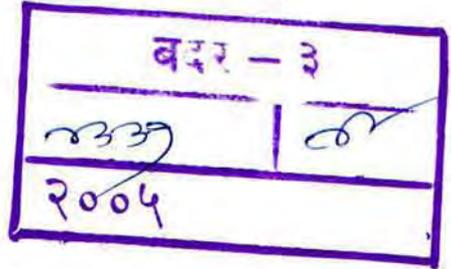
in the presence of..... )

Savita D. Jadhav  
[Signature]

Savita D. Jadhav  
[Signature]

Sarita D. Jadhav  
Sd/-  
Radhakrishna

RECEIVED of and from the )  
with in named Purchaser )  
Mr./Mrs./M/s. Praveen Jadhav,



Sarita Jadhav & Sanjeed Jadhav

a sum of Rs. 1,50,000 /-)

[Rupees one lakh, )

fifty thousand, )

\_\_\_\_\_ only)]

by cash/cheque/draft nos. 205836 )

\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)

dated: 31st Aug 2004 )

\_\_\_\_\_)  
\_\_\_\_\_)

drawn on: ABU-Dharsi )

Commercial Bank Ltd )

(Mumbai Branch) )

\_\_\_\_\_)  
\_\_\_\_\_)

being the amount within mentioned to )

have been paid by him/her/them )

to me. (the receipt is subject to )

realization of the cheque/s given )

by the Purchaser/s.)..... )

.Rs. 1,50,000 /-

WITNESSES:

WE SAY RECEIVED:

FOR M/S. R. R. ENTERPRISES,

Mr. R. R. Jadhav  
(Sole Proprietress)

PROMOTER

Sarita D. Jadhav  
Sd/-  
Radhakrishna



## Annexure - A (Collectively)

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M.PP-4435-87-4,000 Forms.

EC/48

Form 346  
88In replying please quote No.  
and date of this letter.Intimation of Disapproval under Section 346 of the Bombay  
Municipal Corporation Act, as amended up to date.

No. E.B./CE/ BS/A of 198 -198.

CE/3040/B.P.E.S./L

MUNICIPAL OFFICE,

Bombay.. 2... 8 MAR. 1988

## MEMORANDUM

To. *Digoska*  
**Mr. R.B. Rajesh Chavan, C.A. to Mrs. V.V. Mahadik,**

With reference to your Notice, letter No.....dated.....198 and delivered on  
.....198 and the Plans, Sections, Specifications and Description and further particulars  
and details of your building at **proposed building with shops on G.T.S. No. 211-212**  
**of Kurla village,**  
furnished to me under your letter, dated.....198 I have to inform you that I cannot approve of the  
building or work proposed to be erected or executed, and I therefore hereby formally intimate to you  
under Section 346 of the Bombay Municipal Corporation Act, as amended up-to-date, my disapproval  
by thereof reasons :-

- A) That the letter from the owner appointing registered Structural Engineer is not submitted and the structural designs and calculations for proposed work are not submitted through him along with the supervision memo before starting the work.
- B) That compound wall is not constructed clear of main road widening line with foundation below the level of the bottom of road side drain without obstructing the flow of rain water from adjoining holding to prove the possession of the holding before starting the work.
- C) That the notice under Sec. 347 (1)(aa) of the Bombay Muni. Corpn. Act will not be sent for intimating the date of commencement of the work and intimation will not be sent to this office for checking the open spaces and building dimensions as soon as the k plinth work is completed.
- D) That certificate under Sec. 270-A of Bombay Muni. Corpn. Act will not be obtained from H.E. regarding sufficiency of water supply.
- E) That clearance certificate from Assessment Deptt. regarding upto date payment of Municipal taxes etc. will not be submitted.
- F) That adequate & decent temporary sanitary accommodation will not be provided for construction workers at site before starting the work.
- G) That a common refuse container (refuse dust bin) for the use of the entire building of adequate size as mentioned in City Engineer's circular No. CE/9296/II of 26-6-78 shall not be provided at a suitable place in the front open space to enable Municipal sweeper to remove garbage.
- I) That the requirements of bye law 4 (c) will not be complied with before starting the drainage work and in case municipal sewer is not laid, the drainage work will not be carried out as per the requirements of Executive Engineer (Sewerage Project) Planning & completion certificate from him will not be submitted.
- J) That surrounding open spaces parking spaces & terraces will not be properly consolidated, paved with concrete, asphalt or ladi, sloped & drained.
- K) That certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, terraces, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.
- L) That the requirements of bye law 5 (b&c) will not be complied with as the sanitary block lobbies do not abut open space.
- M) That three sets of plans mounted on canvas will not be complied with as the sanitary block lobbies do not abut open space.

Savitra D. Tadkav

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( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the eaves of the roof on the public street.

( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 27th day of May 1980 but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Notes accompanying this Intimation of Disapproval.

*J. Executive Engineer, Building Proposals.*  
Zone. (K.S) Wards.

#### SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Bombay has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act:

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

" Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be—

" (a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer then existing or thereafter to be laid in such street. "

" (b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building. "

" (c) Not less than 92 ft. ( ) metres above Town Hall Datum

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of a building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Non-compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting completion certificate with a view to enable the Municipal Commissioner for Greater Bombay to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per-requirements of Section 347(1) (aa) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Bombay Suburbs District,

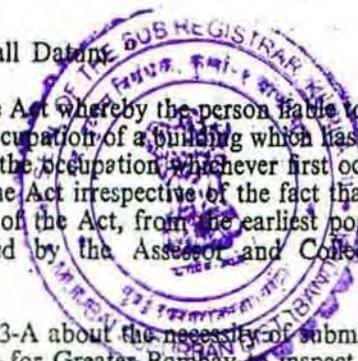
(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Bombay Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes Accompanying this Intimation of Disapproval.

Savita D. Jadhav

Mrs. R. L. Chavhan

*[Handwritten initials]*



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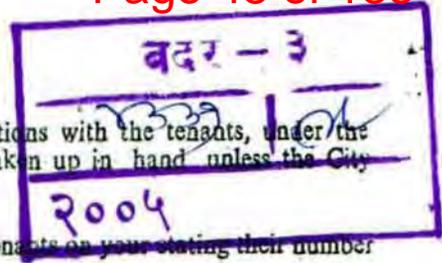
No. EB/CE/ 3060 189/141

## NOTES

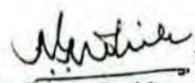
- (1) The work should not be started unless objections are complied with,
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencing the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, It will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stacked in front of the property. The scaffoldings, bricks metal, sand, props debris, etc., should not be deposited over footpaths or public street by the owner/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open space and dimension.
- (11) The application for sewer street connection, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of .125 cubic metres per 10 Sq. metres below pavement.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below, level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.
- (20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h)(H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanction will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

Savita D. Jadhav

Mrs. Jadhav



- 21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :-
- (i) Specific plans in respect of evicting or rehousing the existing tenants on your stating their number and the area in occupation of each.
  - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
  - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- 23) In case of additional floor no work should be start before or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.
- 25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required in Section 284-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with tight fitting mosquito proof covers made of wrought iron plates on hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and nuts screwed on tightly serving the purpose of a lock and the warning pipes of the cisterns protected with screw on dome shaped pieces (like a garden zari rose) with copper plates with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be curved and extended 60 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- 31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- 32) (a) Louvres should be provided as required by Bye-law No. 5(b).  
Lintels or Arches should be provided over Door and Window openings.  
(c) The drains should be laid as require under Section 234-1(a).  
(d) The inspection chamber should be plastered inside and outside.
- 33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk—.

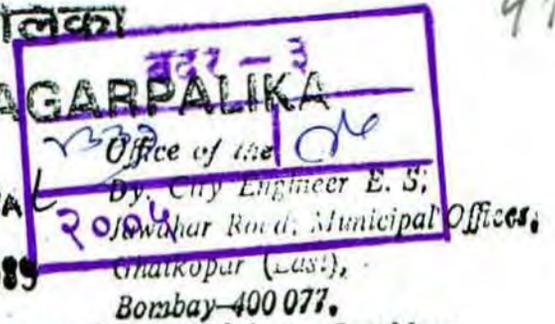
  
 Executive Engineer, Building Proposals  
 Zone.....(.....).....Wards:

Savita D. Jadhav

  
 S.D.

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BRIHANMUMBAI MAHANAGARPALIKA

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- N) That the copy of the Intimation of Disapproval conditions & other layout or sub-division conditions imposed by the Corporation in connection with the development at the site shall not be given to the would be purchaser and also displayed at site.
- O) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.
- P) That the road lines will not be demarcated jointly.
- Q) That the debris will not be removed before submitting the building completion certificate and deposit Rs. 10000/- will not be paid before starting the work towards faithful compliance thereof.
- R) That a copy of the agreement subject to which flats etc. are sold to the purchase s shall not be submitted.
- S) That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction of work.
- T) That some of passages and lobbies will not be properly lighted & ventilated.
- U) That the ventilators of adequate size will not be provided over doors and windows.
- V) That the carriage entrance across road side drain will not be provided before starting the work.
- W) That the N.-A. permission from the Collector of Bombay will not be submitted.
- X) That No Objection Certificate from Civil Aviation Deptt. for the proposed height of the building will not be submitted before reaching the work upto 22'-0" height.
- Y) That the surface drainage arrangement will not be made in consultation with the Executive Engineer, Storm Water Drains (Suburbs).
- Z) That the means of access and land under set back will not be constructed water bound macadam before starting the work and will not be constructed asphalted, drained, sewered lighted etc. and date of starting and completion of work will not be intimated to the Executive Engineer, Road Construction (Eastern Suburbs) and necessary certificate from him will not be obtained.
- Za) That low lying plot will not be filled upto a reduced level atleast 92 Town Hall Datum or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. levelled and rolled to the satisfaction of the City Engineer.
- Zb) That the land in set back or going under development plan road for which F.S.I. advantage is taken will not be filled up and brought in level with the surrounding plot area.
- Zc) That the land in setback portion and going under Development Plan for which F.S.I. advantage is availed of will not be handed over to the Municipal Corporation before commencement of the work and that the land handed over to the Municipal Corporation will not be got transferred in the record of City Survey Office in the name of the Municipal Corporation.
- Zd) That No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with.
- Ze) That the floor number will not be marked and painted on front wall of the staircase and lift well.
- Zf) That the certificate from Lift Inspector regarding satisfactory installation & operation of the lift will not be submitted.
- Zg) That the certificate from Ward Officer stating that no compensation is paid for the set back land with area details and unauthorised work will not be submitted, before starting the work.
- Zh) That commencement certificate under Sec. 45 of the Maharashtra Regional & Town Planning Act, 1966 will not be obtained before starting the work.
- Zi) That the requirements of tree authority will not be obtained and complied with.

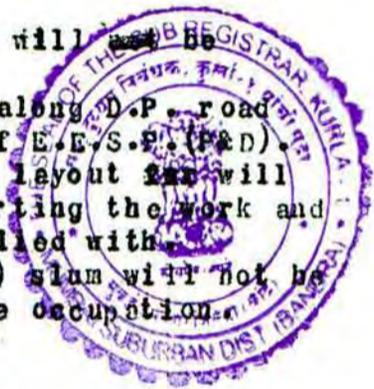
...3

Savita D. Jadhav

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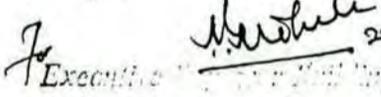
ब.३३-३	
२३३७	०८
२००४	

- Zj) That ~~the~~ some of the drains will not be laid internally with C.I. pipes.
- Zjj) That the conditions mentioned in the clearance under No. C/ULC/Desk/III-22/1681 of 29.4.80 obtained from the Competent Authority ~~will~~ under U.L.(C&R) Act, 1976 will not be complied with.
- Zk) That the conditions mentioned in the release letter of the E.E.D.P. under No. CHE/1628/DPES and CHE/3737/ACQ/S of 1.11.88 will not be complied with.
- Zl) That separate P.R. cards for all the D.P. reservations and naturally subdivided plots will not be submitted ~~before~~ before claiming F.S.I. beyond 0.75 or Occupation/B.C.C. whichever is earlier.
- Zm) That set back land of C.T.S. No. 208 as per 44' D.P. R.L. will not be handed over before asking for C.C.
- Zn) That stilted portion shall not be used for parking purpose.
- Zo) That provision will not be made for making available water for flushing and other non-potable purposes through a system of borewells and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chance of ~~mixing~~ mixing with the normal water supply of the Corporation.
- Zp) That ~~the~~ set back terrace and part terraces will ~~not~~ be covered and misused.
- Zq) That prorata charges for laying sewer line along D.P. road will not be paid as per the ~~remarks~~ remarks of E.E.S.P. (P&D).
- Zs) That the proposal for layout /sub-division / layout ~~will~~ will not be submitted and got approved before starting the work and terms and conditions thereof will not be complied with.
- Zt) That N.O.C. from Dy. Collector (encroachment) ~~will~~ will not be obtained before C.C. and complied with before occupation.



**Notes:** 1) The work shall be started after compliance of objections, B, C, F, S, V, Zh.  
 2) The C.C. will be issued after compliance of objections, A, E, I, P, Q, W, X, Z, Zc, Zd, Zg, Zi, Zk, Zm, Zs, Zt. Zq

HPM/27389.

  
 Executive Engineer, Kuria, Suburban Dist. (Bangalore)  
 (Local Services.)

Savita D. Tadhar  
  




Annexure - A (Collectively)

बदर - ३

7339	1
2004	FORM 'A'

Plot No. 13000: (Gen-723: 10-10-1985) - ENEP (29)

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CR/3040/DPES/NL

VALID UP TO

4-8-90

MUNICIPAL CORPORATION OF GREATER BOMBAY

COMMENCEMENT CERTIFICATE

5 AUG 1989

Permission is hereby granted under Section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1966) to MR. R. B. Digasker, Charan, Applicant to the development work of Building C-A to Mrs. V. V. Mahadik at premises at Street No. with shops on C.T. Survey No. 211, 212

Block No. \_\_\_\_\_ of Village Kurda situated at Kurda

on the following conditions viz:-

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay, if (a) the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans; (b) any of the conditions, subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with; (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966, the Municipal Commissioner has appointed Shri B. N. Pote, Executive Engineer, to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.
2. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
3. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, provided further that such lapse shall not bar any subsequent application for fresh permission under Section 44 of the Maharashtra Regional & Town Planning Act, 1966.
4. The conditions of this certificate shall be binding not only on the applicant but also his heirs, successors, executors, administrators and assignees and every person deriving title through or under him.

C.C. upto plinth level.

For and on behalf of the Local Authority  
THE MUNICIPAL CORPORATION OF GREATER BOMBAY.

M. P. S.  
5.8.89

EXECUTIVE ENGINEER, BUILDING PROPOSALS  
(EASTERN SURBURBS)

FOR  
MUNICIPAL COMMISSIONER FOR GREATER BOMBAY.

RL

Savita D. Jadhav

[Signature]

Savita D. Jadhav  
Syl

बदर - ३  
२००४

CEI 3040 / BPESIAL 14 OCT 1995  
C.C. for Ground floor i.e. First floor slab level.

M. Thakur  
Executive Engineer Building Proposal  
(Eastern Suburbs.)

CEI 3040 / BPESIAL 14 OCT 1995  
C.C. upto Ground + 1st floor

B. Kanade  
14/10/95  
Assistant Engineer Building Proposals  
Eastern Suburbs (L & N Ward)

CEI 3070 / BPESIAL 30 NOV 1996  
C.C. upto 2nd floor i.e. 3rd floor

B. Kanade  
30/11/96  
Assistant Engineer Building Proposals  
Eastern Suburbs (L & N Ward)



CEI 3040 / BPESIAL 13.0 APR 2004  
Full C.C. as per amended plans dated 12/4/2004

CEI 3040 / BPESIAL 7 SEP 2004  
Full C.C. as per amended plans approved on 23.8.04

M.W.  
Assistant Engineer Building Proposals  
Eastern Suburbs (L & N Ward)

M.W.  
Assistant Engineer Building Proposals  
Eastern Suburbs (L & N Ward)

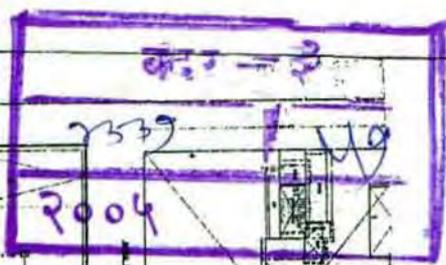
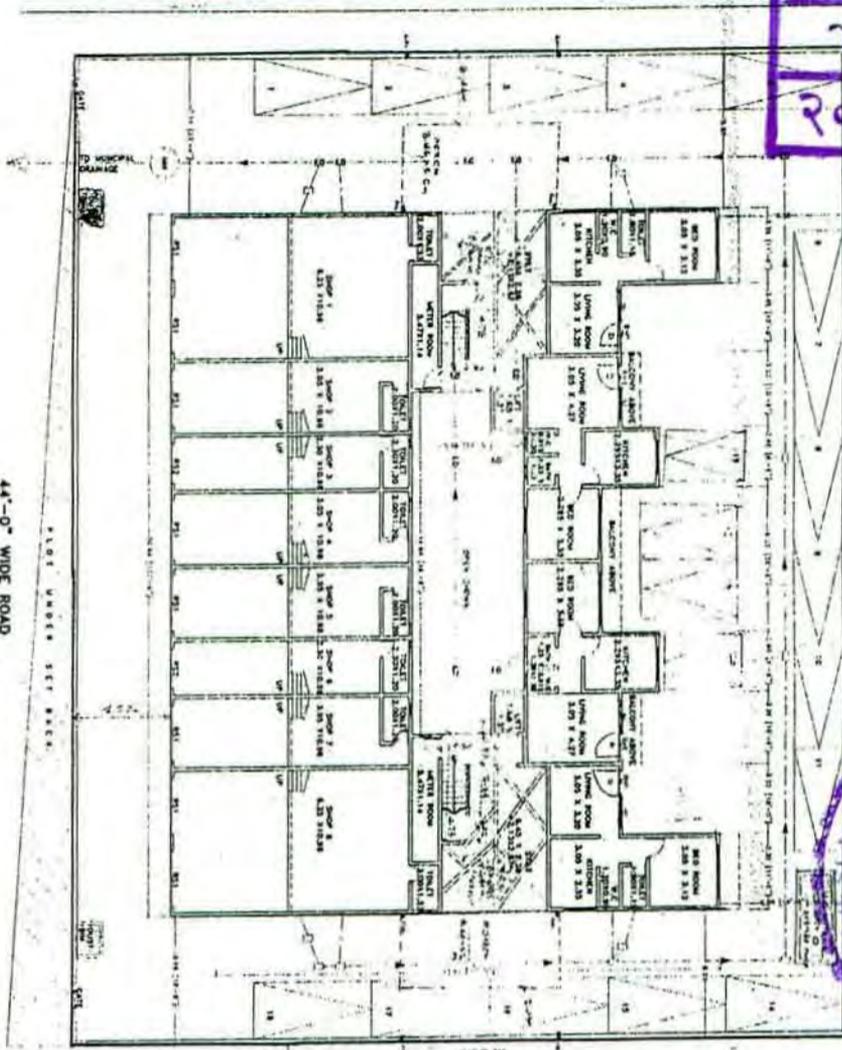
AKS

Savita D. Jadhav  
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Annexure - A (Collectively)

13

GROUND FLOOR PLAN



ROOMING DATA STATEMENT

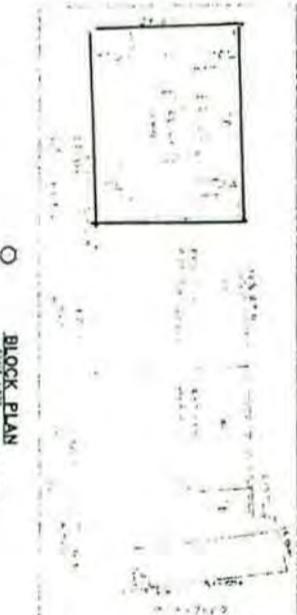
NO.	AREA (SQ. FT.)	NO. OF ROOMS
1	21,228	21
2	21,228	21
3	21,228	21
4	21,228	21
5	21,228	21
6	21,228	21
7	21,228	21
8	21,228	21
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99	21,228	21
100	21,228	21



*Mrs. R.R. Chary*

*Savitri Srinivas*

BLOCK PLAN



LOCATION PLAN



GENERAL DATA STATEMENT

1	AREA OF PLOT AS PER A.D. DRAWING	1,18,120 SQ. FT.
2	AREA OF PLOT AS PER A.D. DRAWING	1,18,120 SQ. FT.
3	AREA OF PLOT AS PER A.D. DRAWING	1,18,120 SQ. FT.
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99	AREA OF PLOT AS PER A.D. DRAWING	1,18,120 SQ. FT.
100	AREA OF PLOT AS PER A.D. DRAWING	1,18,120 SQ. FT.

**CONTRACTOR'S DECLARATION**

I, the undersigned, being the contractor for the construction of the above mentioned building, hereby declare that the construction of the building is in accordance with the approved drawings and specifications and that the building is ready for occupation.

**DATE:** 23 AUG 2005

**SIGNATURE:** [Signature]

**NAME:** [Name]

**DESIGNATION:** [Designation]

**ADDRESS:** [Address]

**CONTACT NO.:** [Contact No.]

**MOBILE NO.:** [Mobile No.]

**EMAIL ID:** [Email ID]

**REMARKS:** [Remarks]

**APPROVED BY:** [Signature]

**NAME:** [Name]

**DESIGNATION:** [Designation]

**ADDRESS:** [Address]

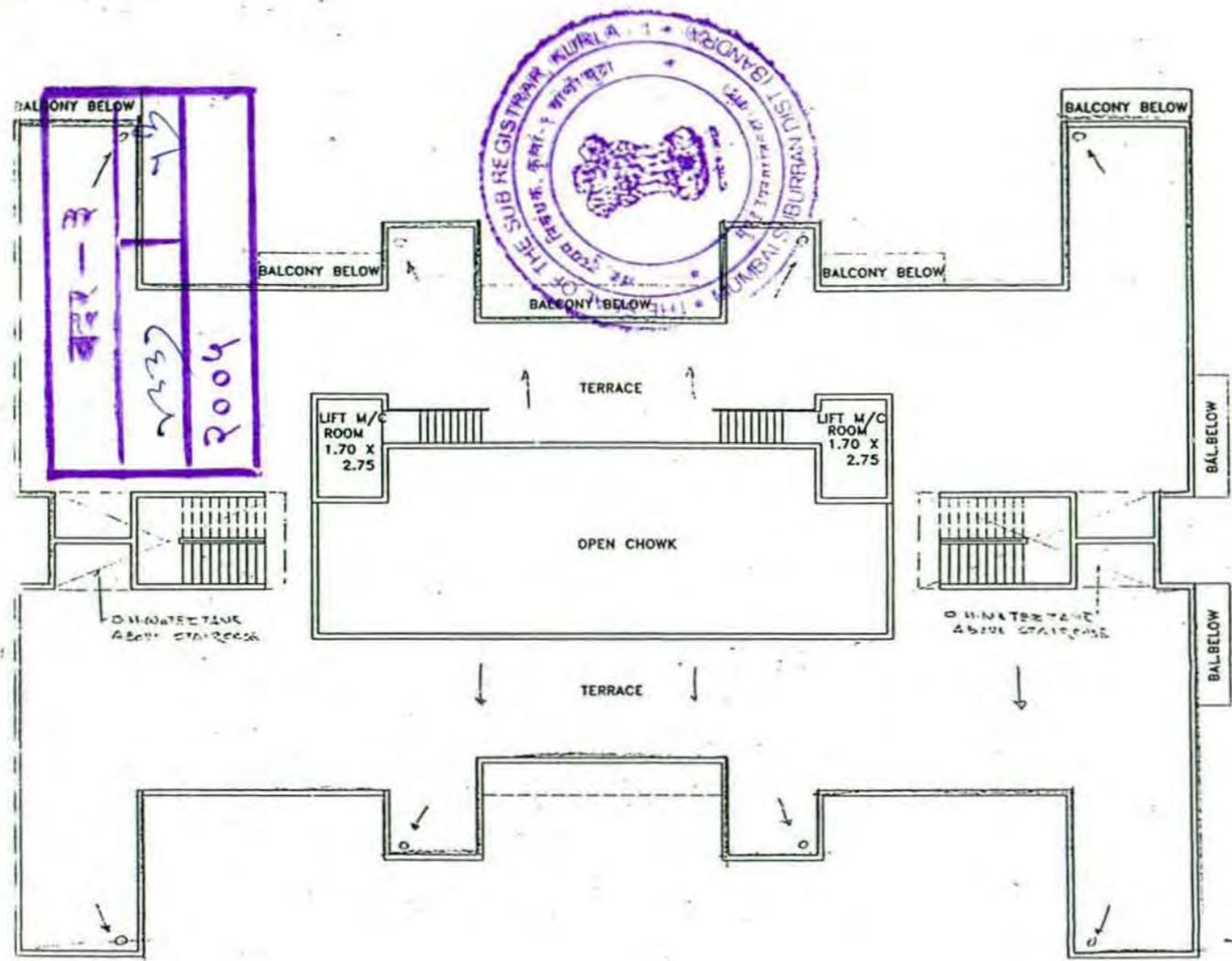
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**MOBILE NO.:** [Mobile No.]

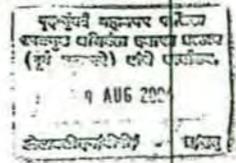
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*Handwritten notes:*  
 55  
 8/12/05  
 Sanita D. Jadhav

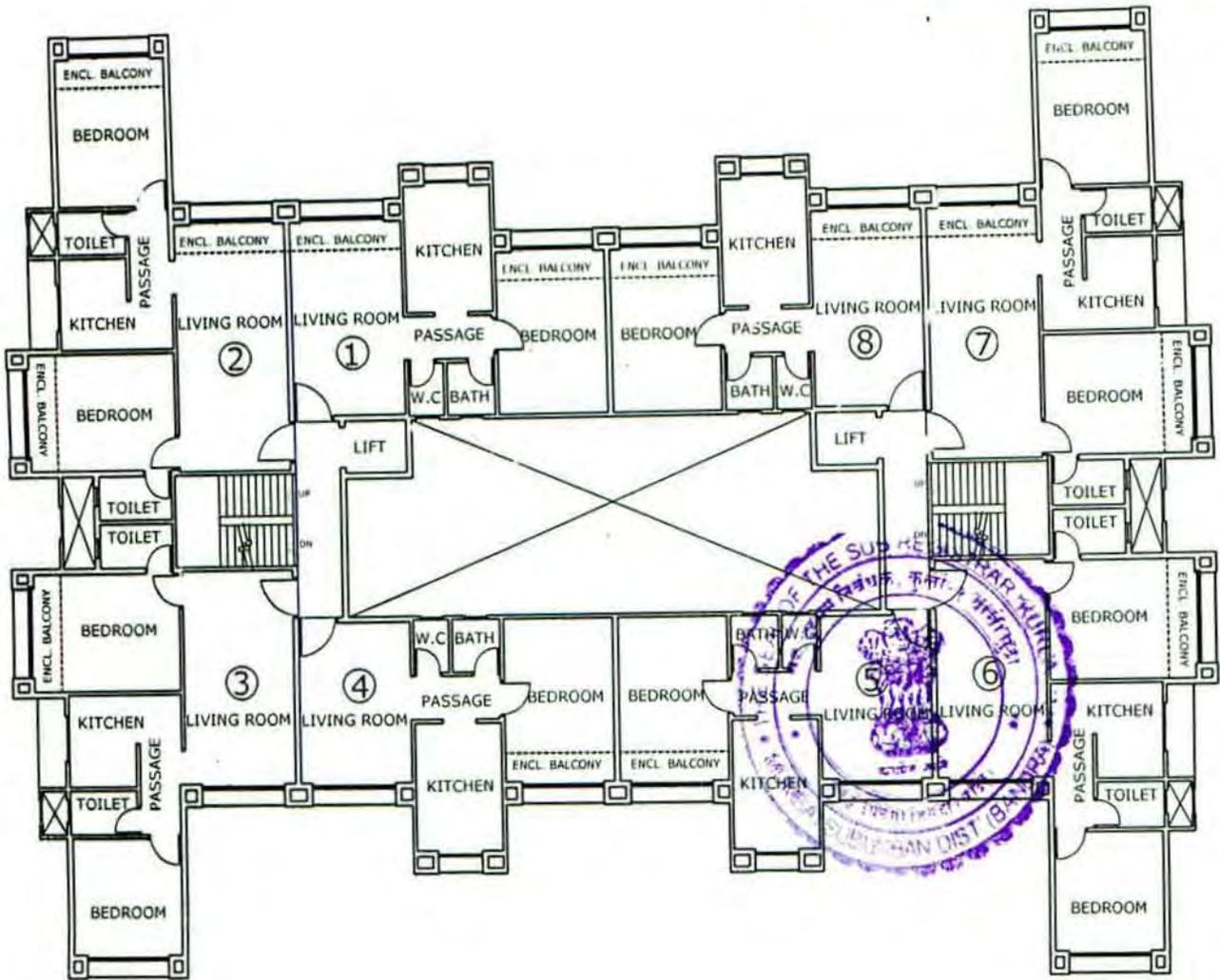


**TERRACE FLOOR PLAN**

PROFORMA II			
CONTENTS OF SHEET			
4TH FLOOR & TERRACE PLAN			
STAMP OF APPROVAL OF PLANS		STAMP OF DATE OF RECEIPT OF PL	
		This Cancels Approval to the previous plans Sane: 21 under No. CE/249/BPES/A L Dated: 12-4-04  12.3 AUG 2005 Approved subject to the conditions mentioned in this office No. CE/249/BPES/A L 	
SIGNATURE	DATE	DESCRIPTION	REVIS
DESCRIPTION OF PROPOSAL & PROPERTY			
PROPOSED RESIDENTIAL BUILDING ON PLOT BEARING C.T.S. NO. 212(P.T.), I AT M.N. ROAD, KURLA, MUMBAI.			
NAME OF OWNER			
SHRI R.B. DIGASKAR-CHAVAN C.A. TO SMT. V.V. MATHADIK			
SIGNATURE OF ARCHITECT		JOB No,	DATE
		755	DEC' 20
<b>HARSHAD K.D.</b> ARCHITECTS & CONSULTANTS 33, MILIND BLDG. 3RD FLOOR, 35TH ROAD, KHAR, MUMBAI 400 052.		DRG. No.	SCALE
		35	1:1
		DRAWN BY	NORTH
CHECKED BY			
755			



**ANNEXURE - A**  
**(COLLECTIVELY)**  
 233  
**2004**



**PROPOSED TYPICAL FLOOR PLAN**

( FOR SECOND , THIRD, FOURTH AND FIFTH FLOORS )

**NOTE:** FLAT NOS. 4 AND 5 ON THE FIRST FLOOR DO NOT HAVE BALCONIES.

*Savita P. Jadhav*

*Signature*

*Signature*

*Mrs. R. Shetty*

NAME & SIGNATURE OF ARCHITECT:	DESCRIPTION OF PROPOSAL & PROPERTY:	JOB NO.:	SCALE:
<b>HARSHAD . K . D.</b> ARCHITECTS & CONSULTANTS 33, MILIND BLDG., 3RD FLOOR, 35TH ROAD, KHAR , MUMBAI 400 052	PROPOSED RESIDENTIAL BUILDING ON PLOT BEARING C.T.S. NO. 212 (A), KURLA AT M.N. ROAD, KURLA , MUMBAI.	REF NO.:  DRAWING NO.	NORTH LINE 

Savita D. Jadhav

*[Handwritten signature]*

Annexure - B

58



Reg. No. 8616, Dated 18-9-26.

RULED CARD

Y.F.P.-40  
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सन १९६५

- १) ल्यूटी निकलाव अउमेडा
- २) अंतिम अउमेडा



12-7-62	बिक्रीत वामांश	भा. अमा. उपजमा निमादि मुंदिपुला.	
	गोद.	मिथ अंशवै मांमुंनि बापुय भास	(Signature)
		अं. नं. 402 दि. 18-9-62	
		मिथेरी भा. भा. भा. भा. भा.	
33-6-65	इतर अंश आगे वरंज बहिजाट व काळजा भाभा		
	उद् व दस उरस्ती होवन सापेका 750-2-00.		
	मी. से अंश व अं. नं. 200 अंशवै सामीत अंशवै		
	कासरी को. कासरी न. अं. नं. 2. सा. अं. नं. 2.		
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90-3-69	मीमती लुदी स. र.	[दि.]	
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	आहे अंशव	विजाखा वि	
	सापे काई न दि. 90		
	रपेदी न. र. नं. 6. 50		
	2,0822-1		

Savita D. Jadhav

*[Handwritten signature]*

*[Handwritten signature]*

2

बंदर - ३
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५५

29111111 मा. जिल्हाधिकारी मुंबई उप-जि. यांचे कार्यालय  
 आदेश क्र सी/ कार्या-७/ एकत्रीकरण/ पो-१/६/  
 एस आर - 2५४3 दि-१2/४।११६६ अन्वये  
 न.भू अक्र 2 मुंबई उप-जि. यांचे दि-29।1१६६  
 चे आदेशाने न.भू अक्र 299, 299।१, 292।१ ते ७४  
 या मिळकतींचे क्षेत्र एकूण १3५3-० चौ.मी  
 सामील केले व सदस्या मिळकत पत्रिका  
 रद्द केल्या. त्यानंतर त्यामध्ये चौ.ते ककन  
 292 ल, 292 क, 292 ड व 292 ई चे  
 अनुक्रमे ११०४-१, ११०४-४, ४५०-६, व  
 १५१-५ चौ.मी मिळून एकूण क्षेत्र 3४१५  
 चौ.मी. कमी केले व त्याच्या नव्विन सतत  
 मिळकत पत्रिका उघडल्या व शिळ्ड सेक १४४  
 चौ.मी कायम ठेवून मूळ मिळकत पत्रिकेस  
 292 म असा मेळार दिला.



धा  
 श्रीमती रिता राजाराम चव्हाण उर्फ  
 विज्ञान विरसेन महाडीक

३१।३।२००३.

मा. उच्च न्यायालय स्व.धा  
 मुंबई यांचे कार्यालय दि-३/११/२००३  
 पो.१/६/५५/५५  
 अन्वये कोर्टाचे  
 ऑर्डर दि-२१/१२/०३  
 ने संपूर्ण मिळकत

(धा.)  
 राजाराम बाबुराव चव्हाण-५  
 डिगसकर

मुंबई उप-जि. यांचे  
 फेरमादक्रमांक  
 ५१ प्रमाणे.  
 ३१/३/०३  
 क. व.

पुरतणी पत्र

Savita D. Jadhav

Handwritten signature of Savita D. Jadhav.

Handwritten signature.

Y.F.P.-40,000-969-WCA-5-(Ca) 1943  
 शा. नं., म. वि., क्र. ८६१६, दि. १६-९-२६.]

कोरी पत्रिका

श. भू. व. २१२ म. पु. म. म.  
**बदर - ३**  
 ज. म. म. व. म. म. | क  
 C. S. J. M.  
**२००५**



व. नं. १२००	खरेदीचे	सद्दानी. कुली म. क. म. २६६	धारक राजी राजाराम चव्हाण	फेरकार क्र. १०५ प्रमो
	संपूर्ण देत दिल्याने	बदर-३/ २००८/२००		
	रा. बा. चव्हाण दि. ११/५/०४	दि. ११/५/०४		
	डिगमकर येथे नांव कमी.	क्र. नं. ५०४ स्व. दा.		११/५/०४ म. झाडा कुली
<b>बदल. क्रं. ५२... जादीदादि नांव. ०२१... के. कुली</b>				
व्य. आल्याची तारख	१०/१/०४	नकलचा तपशील	६०००००	
व्य. मगार वारी	१०/१/०४	नकलचा तपशील	१२००००	
नकल दिल्याची तारीख	१०/१/०४	नकलचा तपशील	७५०००	
व्यार करणार		पिच...	१५०००	
व्यासपी करणार		सर्व...	१००००	
		एकूण रक्कम	१५०००	



Savita D. Jadhav  
 १६

*Handwritten signature*

Annexure - C

बंदर - ३	
२३७	५२
२००५	

Res: 515 10 35

**S. K. DUBEY**

Advocate, High Court,

OFFICE :

8, Kadri Manzil, Ground Floor, L. B. S. Marg, Near Sheetal Theatre, Old Kurla (W), Bombay-400 070. Phone : 514 25 20

OFFICE : Correspondent

105/C, 1st Floor, 144, Esplanade Mansion, M. G. Road, Kala Ghoda, Fort, Bombay-400 023. Phone : 285 66 30

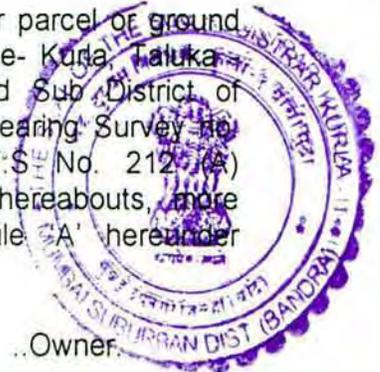
Ref. No. 628/12/04

Date 30<sup>th</sup> August, 04**: To Whomsoever It May Concern:**

Re: In the matter of all that piece or parcel of ground situate lying and being at Kurla, Village- Kurla, Taluka Kurla in the Registration District and Sub District of Mumbai City and Mumbai Suburban bearing Survey No. 225, Hissa No.1A (Part), new C.T.S. No. 212 (A) admeasuring 1443.6 sq. meters or thereabouts, more particularly described in the schedule 'A' hereunder written.

Smt. Rani Rajaram Chavan.

..Owner.

**THIS IS TO CERTIFY THAT** I have investigated the title

of Smt. Rani Rajaram Chavan to the above property and I have to state as under: -

1. By a duly registered Deed Of Conveyance Dated 11<sup>th</sup> September, 2001 and made between Shri. Rajaram B. Digaskar Chavan as the vendor of the One Part and Smt. Rani Rajaram Chavan as the purchaser of the Other Part, the said Shri. Rajaram B. Digaskar Chavan sold and conveyed to the said

... Contd.

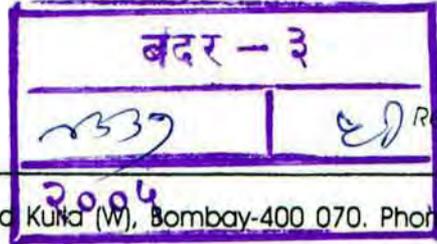
Savita D. Jadhav

Mrs R. R. Chavan

**S. K. DUBEY**

Advocate, High Court,

2



OFFICE :

8, Kadri Manzil, Ground Floor, L. B. S. Marg, Near Sheetal Theatre, Old Kurla (W), Bombay-400 070. Phone : 514 25 20

OFFICE : Correspondent

105/C, 1st Floor, 144, Esplanade Mansion, M. G. Road, Kala Ghoda, Fort, Bombay-400 023. Phone : 285 66 30

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

Smt. Rani Rajaram Chavan inter alia the above property, more particularly described in the schedule 'A' hereunder written, forming part of larger property admeasuring 4939.2 sq. mts. or thereabout for the consideration and on the terms and conditions therein contained.

2. The above referred said property in the property register card in respect of C.T.S. no. 212(A) stands in the name Smt. Rani Rajaram Chavan

3. In the circumstances I hereby certify that the title of the said Smt. Rani Rajaram Chavan to the above property bearing C.T.S No. 212(A) is clear and marketable and free from all encumbrances.



**The Schedule 'A' Above Referred To:**

All that piece or parcel or ground situate lying and being at Kurla, Village- Kurla, Taluka - Kurla in the Registration District and Sub- District of Mumbai City and Mumbai Suburban bearing Survey no. 225, Hissa No.1A (Part), new C.T.S No. 212 (A) admeasuring 1443.6 sq. meters or thereabouts and bounded as follows

... Contd.

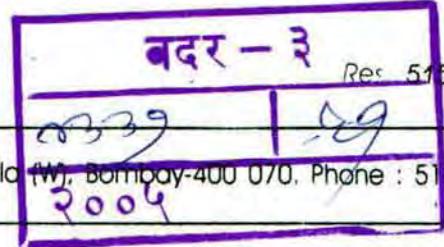
Savitri D. Jadhav  
Sgt. 2  
19/4

RHE

**S. K. DUBEY**

Advocate, High Court,

3



OFFICE :

8, Kadri Manzil, Ground Floor, L. B. S. Marg, Near Sheetal Theatre, Old Kurla (W), Bombay-400 070. Phone : 514 25 20

OFFICE : Correspondent

105/C, 1st Floor, 144, Esplanade Mansion, M. G. Road, Kala Ghoda, Fort, Bombay-400 023. Phone : 285 66 30

Ref. No. \_\_\_\_\_

Date \_\_\_\_\_

**On or towards the east by:**

Property bearing C.T.S. No. 208 of village Kurla and known as "Sheetal Cinema".

**On or towards the west by:**

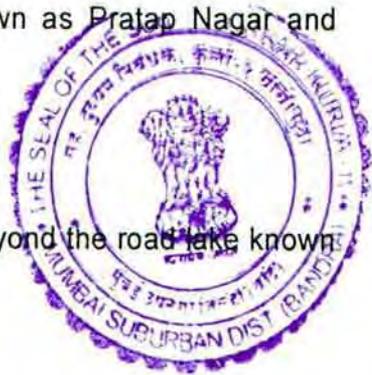
Property bearing C.T.S. No. 212 (B), (C), (D) &amp; (E) forming a part of the larger property and further by public road known as "Magan Nathuram Road".

**On or towards the south by:**

Property bearing C.T.S. No.289 of Village Kurla known as Pratap Nagar and C.T.S. No.213 known as "Sheetal Plaza".

**On or towards the north by:**

D.P Road 13.4 meters wide not fully developed and beyond the road take known as "Sheetal Talao".

Dated this 30<sup>th</sup> day of August, 2004.

Shri. S.K. Dubey

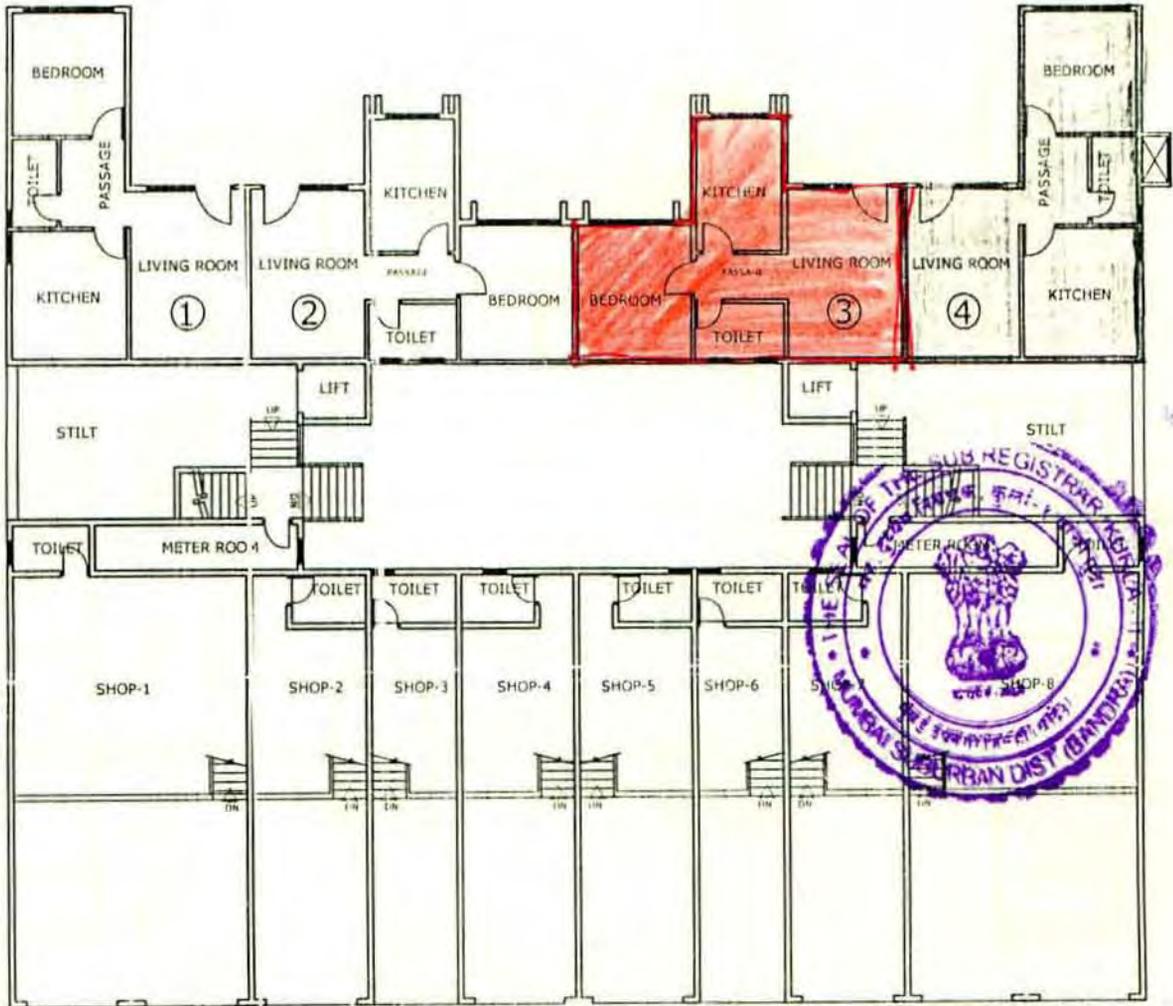
Advocate,  
High Court.

.....

Savita D. Isolkar

69

बदर - ३  
 २३३७ | ९२  
 २००५  
**ANNEXURE - D**



**PROPOSED GROUND FLOOR PLAN**

Proposed plan of Shop / Area in basement / Flat No. 3 on GROUND floor in "SHEETAL APARTMENTS" agreed to be purchased by the PURCHASER/S shown in red colour.

Savita D. Jadhav

*[Handwritten signature]*

*[Handwritten signature]*

NAME & SIGNATURE OF ARCHITECT:	DESCRIPTION OF PROPOSAL & PROPERTY:	JOB NO.:	SCALE:
HARSHAD . K . D. ARCHITECTS & CONSULTANTS 33, MILIND BLDG., 3RD FLOOR, 35TH ROAD, KHAR, MUMBAI 400 052	PROPOSED RESIDENTIAL BUILDING ON PLOT BEARING C.T.S. NO. 212 (A), KURLA AT M.N. ROAD, KURLA, MUMBAI.	REF NO.:	NORTH LINE 
		DRAWING NO.	

15/06/2005

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

दस्त क्र 4331/2005

12:53:44 pm

कुर्ला 1 (कुर्ला)

६३

दस्त क्रमांक : 4331/2005

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाव: मेसर्स आर आर इंटरप्राइजेस तर्फे प्रोप्रा श्रीमती राणी राजाराम चव्हाण - -</p> <p>पत्ता: घर/फ्लॉट नं: 225, शितल सिनेमा बिल्डींग, एल बी एस मार्ग, कुर्ला प मुं 70.</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p>	<p>लिहून देणार</p> <p>वय 50</p> <p>सही</p> <p><i>Mrs RK Chavhan</i></p>		
2	<p>नाव: प्रविण जाधव - -</p> <p>पत्ता: घर/फ्लॉट नं: 23, तांडेल हाऊस, बाजार स्ट्रीट, खारदांडा, खार प मुं 52</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव:-</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: -</p>	<p>लिहून घेणार</p> <p>वय 31</p> <p>सही</p> <p><i>P. Jadhav</i></p>		
3	<p>नाव: सविता दामोदर जाधव - -</p> <p>पत्ता: घर/फ्लॉट नं: वरीलप्रमाणे</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव:-</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: -</p>	<p>लिहून घेणार</p> <p>वय 56</p> <p>सही</p> <p><i>Savitri D. Jadhav</i></p>		
4	<p>नाव: संजीव जाधव - -</p> <p>पत्ता: घर/फ्लॉट नं: वरीलप्रमाणे</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव:-</p> <p>तालुका: -</p> <p>पिन: -</p> <p>पॅन नम्बर: -</p>	<p>लिहून घेणार</p> <p>वय 34</p> <p>सही</p> <p><i>S. Jadhav</i></p>		





दस्त गोषवारा भाग - 2

वदर3

दस्त क्रमांक (4331/2005)

दस्त क्र. [वदर3-4331-2005] चा गोषवारा  
बाजार मुल्य :803250 मोबदला 1600000 भरलेले मुद्रांक शुल्क : 66300

पावती क्र.:4344 दिनांक:15/06/2005  
पावतीचे वर्णन  
नांव: प्रविण जाधव - -

दस्त हजर केल्याचा दिनांक :15/06/2005 12:47 PM

निष्पादनाचा दिनांक : 15/06/2005

दस्त हजर करणा-याची सही:

16000 : नोंदणी फी  
1280 : नक्कल (अ. 11(1)), पृष्ठांकनाची  
नक्कल (अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 15/06/2005 12:47 PM

शिकका क्र. 2 ची वेळ : (फी) 15/06/2005 12:52 PM

शिकका क्र. 3 ची वेळ : (कबुली) 15/06/2005 12:53 PM

शिकका क्र. 4 ची वेळ : (ओळख) 15/06/2005 12:53 PM

17280: एकूण

दु. निबंधकाची सही, कुर्ला 1 (कुर्ला)

दस्त नोंद केल्याचा दिनांक : 15/06/2005 12:53 PM

ओळख :

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

1) राजेश सी. संपत- - ,घर/फ्लॅट नं: 10, यशोदा निवास, घाटकोपर पूर्व 77.

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) विकास ठक्कर- - ,घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

प्रमाणित करण्यात येते कि या दस्तामध्ये  
एकूण २२९९ (२२९९) पाने आहेत.  
वदर ३/ २३३१ / २००५  
पुस्तक क्रमांक १ क्रमांकवर  
नोंदला  
दिनांक १५/०६/०५  
सह दुय्यम निबंधक कुर्ला-१  
मुंबई उपनगर जिल्हा.

केवळ वि. कापकर

दु. निबंधकाची सही  
कुर्ला 1 (कुर्ला)

केवळ वि. कापकर



①



Tuesday, June 22, 2010

5:35:47 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 6004

गावाचे नाव कुर्ला

दिनांक 22/06/2010

दस्तऐवजाचा अनुक्रमांक

वदर13 - 05993 - 2010

दस्ता ऐवजाचा प्रकार

करारनामा

DELIVERED

सादर करणाराचे नाव: मेसर्स अॅग्रीमास केमिकल्स लिमिटेड तर्फे जी एम फायनान्स - श्री. देवेंद्र गुलाटी - -

नोंदणी फी	:	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)).	:	560.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (28)	:	
<b>एकूण</b>	<b>रु.</b>	<b>30560.00</b>

आपणास हा दस्त अंदाजे 5:50PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.का-कुर्ला 3

बाजार मूल्य: 1620000 रु. मोबदला: 3850000 रु.

भरलेले मुद्रांक शुल्क: 192500 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एचडीएफसी बँक लि, मुं 23;

डीडी/धनाकर्ष क्रमांक: 002437; रक्कम: 30000 रु.; दिनांक: 26/05/2010

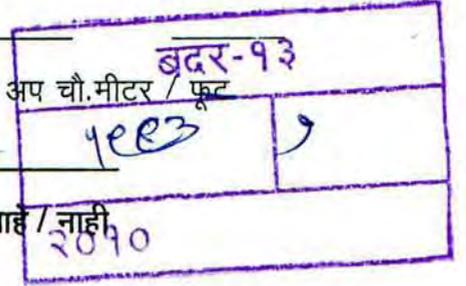
सह. दुय्यम निबंधक  
कुर्ला-3 (वर्ग-2)



## महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुद्रांकन अहवाल सन 2010

1. दस्ताचा प्रकार :- Deed of Partition अनुच्छेद क्रमांक 25/6
2. सादरकर्त्याचे नाव :- Mrs Agrima Chemicals Ltd
3. तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ला
4. गावाचे नाव :- Kurla-1
5. नगरभुमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :- 211, 212 1 to 2
6. मूल्य दरविभाग (झोन) :- 126/510 उपविभाग \_\_\_\_\_
7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औद्योगिक  
प्रति चौ मी. दर :- 36,000
8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 45 कम्पेस्ट / बिल्ट अप चौ.मीटर / फूट
9. कारपार्किंग - गच्ची :- पोटमाळा :- बंदर-93
10. मजला क्रमांक :- Crowd उदवाहन सुविधा आहे / नाही 2010
11. बांधकाम वर्ष :- 1999 घसारा :- N/A
12. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
13. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- ज्यान्वये दिलेली घट्टा
14. भाडेकरु व्याप्त मिळकत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :-  
2. नवीन इमारतीत दिलेले क्षेत्र :-  
3. भाड्याची रक्कम :-
15. लिख अॅन्ड लायसन्सचा दस्त :- 1. प्रतिमाह भाडे रक्कम :-  
निवासी / अनिवासी 2. अनामत रक्कम / आगावू भाडे :-  
3. कालावधी :-
16. निर्धारित केलेले बाजारमूल्य :- 9620000
17. दस्तामध्ये दर्शविलेली मोबदला :- 38,50,000



18. देय मुद्रांक शुल्क :- 1,92,500/- भरलेले मुद्रांक शुल्क :- 1,92,500/-

19. देय नोंदणी फी :- 30,000/-

लिपीक

सह दुय्यम निबंधक

452289

पार्टी प्रत / Party Copy

ठाणे भारत सहकारी बँक लि.  
शेजल बँक

Thane Bharat Sahakari Bank Ltd.  
Scheduled Bank



एकूण / Total

₹./Rs. 192510/-

शारा / Br.

₹./Rs. 192510/-

मुद्रांक शुल्क / Stamp Duty

₹./Rs. 10750/-

सेवा शुल्क / Service Charges

₹./Rs. 10750/-

अक्षरी रूपये / Amount in Words

one lakh Ninety two thousand five hundred only.

मुद्रांक शुल्क भरणाऱ्याचे नाव

Name of stamp duty paying party

पती / Address

M.S.D.C. Ind. Area Taloja

संभारत्या पक्षकाराचे नाव / Name of counter party

Vikram. Angale

उद्देशाने कारण / Purpose of transaction

Deed Transfer

Thane Bharat Sahakari Bank Ltd. काढला आहे त्या बँकेचे नाव /

Name of the Drawee Bank

P.O.No. 002486

Chhatkopar (E) Branch H.D.C. Bank

रोखपा / Cashier

अधिकृत सही / Authorised signatory

MUMBAI SUBURBAN DIST. MUMBAI

This counterfoil has to be presented at the time of delivery of stamps.



Authorised Signatory  
Thane Bharat Sahakari Bank Ltd

₹/₹

**DEED OF TRANSFER**

This Deed of Transfer is made and entered into at Mumbai this 22nd day of June, 2010 between **MR. PRAVIN JADHAV, (2) MRS. SAVITA DAMODAR JADHAV & (3) MR. SANJEEV D. JADHAV**, all adults, of Bombay, Indian Inhabitant, having their address at 23 Tande House, Ram Mandir, Khardanda, Khar (West), Mumbai - 400 052, hereinafter referred to as **"THE TRANSFEROR"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and permitted assigns) of the **ONE PART**.

AND

**M/S. AGRIMAS CHEMICALS LIMITED**, a Company duly registered under the provisions of the Companies Act, 1956 having its Office at Next to M.I.D.C. Industrial Area, Behind Hindustan Lever Limited, Taloja - Navi Mumbai, hereinafter referred to as the **TRANSFEREES** (which expression shall unless it be repugnant to the context of

For **AGRIMAS CHEMICALS LTD.**

*Savita D. Jadhav*

Authorised Signatory

Savita D. Jadhav

*[Signature]*

Thane Bharat Sahakari Bank Ltd.,  
Ghatkopar Branch, Saffire Archade  
Behind Sonai Sejal Jewellers,  
M.G. Road, Rajawadi, Ghatkopar(E),  
Mumbai-400077.  
D-5/STP(V)/C. R. 1005/02/05/236-239

भारत 58550  
160208  
R.01925001-PB5232  
JUN 22 2010  
10:49  
INDIA STAMP DUTY MAHARASHTRA

*[Handwritten marks]*

*[Handwritten signature]*  
Savita D. Jadhav

बदर-१३	
५६३	३
२०१०	

meaning thereof mean and include their executors, administrators and permitted assignors), of the **SECOND PART**.

WHEREAS under an agreement for sale dtd. 15.06.2005 executed by and between M/S. R.R. ENTERPRISES through its Promoter Smt. Rani Rajaram Chavan, therein referred to as "the Promoter" and "the Transferor" herein, therein referred to as the Purchaser, the Transferor herein have agreed to purchase and acquire flat bearing Flat No. 03 on the ground floor in the building known as "SHEETAL APARTMENTS" lying and situated at Sheetal Apartment, , L.B.S. Road, Kurla (West) Mumbai – 400 070 admeasuring 37.5 sq. mtr. carpet area. Hereinafter referred to as the "said flat" more particularly described in the schedule hereunder written.



AND WHEREAS the said Agreement for sale dtd. 15.06.2005 is lodged and registered with the Sub Registrar of Assurances, Kurla on 15.06.2005 under Registration No. 4331 on 15.06.2005 at Kurla, upon payment of the entire stamp duty and registration charges thereon.

AND WHEREAS the Transferor herein have paid the entire consideration to the Promoter who have put the Transferor in exclusive use, occupation and possession of the said flat.

AND WHEREAS the Transferor is in exclusive use, occupation and possession of the said flat.

AND WHEREAS various flat purchasers to the said flat have not yet formed and registered the society.

AND WHEREAS Transferees herein approached to the Transferor and expressed their desire to purchase the said flat and upon negotiation it was agreed that the Transferor shall sell, transfer and assign all their right, title and interest in respect of the said flat in favour of the Transferees for the total consideration of Rs. 38,50,000/- (Rupees Thirty eight lacs fifty thousand only) on the terms and conditions set out hereinafter.

For AGRIMAS CHEMICALS LTD.

*[Signature]*  
Authorised Signatory

Savita D. Jadhav

*[Signature]*

बदर-१३	
५६३	२०
२०१०	

AND WHEREAS under an agreement dated 17<sup>th</sup> June, 2009 read with writing dtd. 31.03.2010 entered into by and between the Transferor herein and the Transferees, the Transferees have paid a sum of ;

- (i) Rs.3,50,000/- (Rupees Three lacs fifty thousand only) being earnest money.
- (ii) Rs.1,50,000/- (Rs. One Lac Fifty Thousand Only) being part payment.
- (iii) Rs.5,00,000/- (Rupees Five lacs only) by cheque No. 269603 dtd. 06.05.2010 issued by HDFC Bank Ltd., New Delhi, prior to the execution of this presents in the name of Savita Damodar Jadhav.
- (iv) Rs.28,50,000/- (Rupees Twenty Eight lacs Fifty Thousand only) in the name of Damodar Jadhav for and on behalf of the Transferors and the receipt issued by him is binding on the Transferor herein against handing over all the original title deeds and No Dues Certificate from the Builder including handing over vacant and peaceful possession of the said flat.



At the request of the Transferees the Transferor hereby sell, transfer and assign the said flat to the Transferees in the manner as hereinafter appearing.

**NOW THIS DEED OF TRANSFER WITNESSETH AS UNDER :-**

- 1) The Transferor shall sell, transfer and assign all his rights, title and interest in respect of the flat being Flat No. 03 on the ground floor in the building known as "SHEETAL APARTMENTS" lying and situated at Sheetal Apartment, , L.B.S. Road, Kurla (West), Mumbai – 400 070 admeasuring 37.5 sq. mtr. carpet area, hereinafter referred to as the "said flat, at or for the total consideration of Rs.38,50,000/- (Rupees Thirty eight lacs and fifty thousand only) paid by the Transferees to the Transferor being full consideration, as per receipt acknowledged by the

For AGRIMAS CHEMICALS LTD.

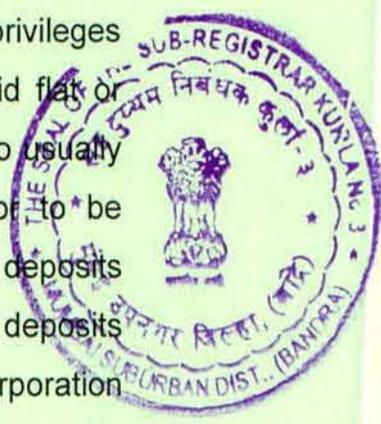
*[Signature]*  
Authorized Signatory

Savita D. Jadhav

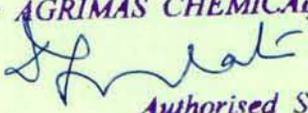
*[Signature]*

बदर-१३	
५६३	५

Transferor on foot of this writing, the Transferor doth hereby grant release sell transfer assure assign unto the Transferees the Ownership of the said flat, assessed to municipal taxes, the said flat free from any encumbrances and reasonable doubts, and incidental thereto the exclusive right to use, occupy possess enjoy the said flat together the rights liberties privileges easements and appurtenances whatsoever to the said flat or any part thereof belonging or in anyway appertaining to usually held or occupied therewith or reputed to belong or to be appurtenant thereto also together-with benefits of the deposits reserve fund sinking fund and deposits including the deposits with the Builder and / or proposed society, municipal corporation of greater Mumbai, AND all the estate right title and interest claimed and demanded whatsoever at law and in equity of the Transferor in and together with the flat and every part thereof to have and to hold exclusively and all interest in the said flat hereby granted released transferred, assigned and / or expressed to be so with its appurtenances forever subject to the payment of all maintenance charges rates taxes assessments dues, duties and other outgoings that may become payable in respect thereof from the date herein.



- 2) The transferor state, declare, represent and assure to the Transferees that;
  - a) the terms and conditions of use and occupancy of the said flat by the Transferor and all the benefits and rights of ownership in respect thereof are valid subsisting and in full force and effect.
  - b) except the Transferor, no other person or persons or party, has any right interest or claim or demand into over or upon the said flat or any part thereof.
  - c) all the charges of public nature including municipal taxes property taxes monthly maintenance payments to the Builder and other outgoings and revenue imposts in respect of the said flat are duly paid. There are no arrears

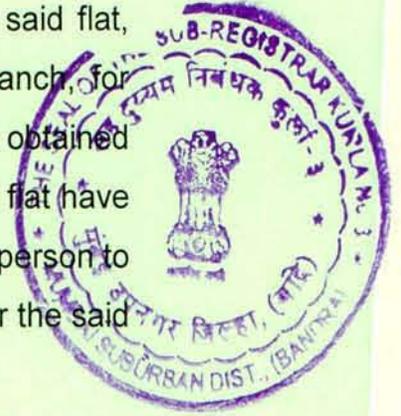
For AGRIMAS CHEMICALS LTD.  
  
 Authorized Signatory.

Savitri D. Jadhav  
 4

बदर-१३	
५६३	६
२०१०	

of any such charges payable by the Transferor to the Builder and / or proposed society or to anybody or person or persons. There is no impediment against the use and transfer of the said flat.

- d) there is no mortgage or charge existing on the said flat, save and except with Canara Bank, Kurla branch, for which the Transferees have paid the total sum & obtained NOC. The title documents in respect of the said flat have not been pledged mortgaged deposited with any person to create any charge encumbrances or security over the said flat.
- e) no other debt and / or liability in respect of the said flat is due by the transferor. There exists no agreement or arrangement with the said builder / proposed society, any local authority or any body or person whereby full beneficial enjoyment of the said flat by the Transferor is restricted terminated extinguished or curtailed or whereby any sum of money has become chargeable or payable out of the said flat.
- f) no suit petition application complaint proceedings in civil court or any other judicial or revenue court is pending against the Transferor. There is no judgement government debt annuity lispendens mortgage writ of execution or any charges encumbrances easement bequest trust or any deed or document affecting the title of the Transferor to the said flat.
- g) there is no covenant or condition adversely affecting the rights, privileges and interest of the Transferor in respect of the said flat.
- h) no other person or persons or party, except the Transferor, have good right full power and absolute authority to sell, transfer and assign the said flat.



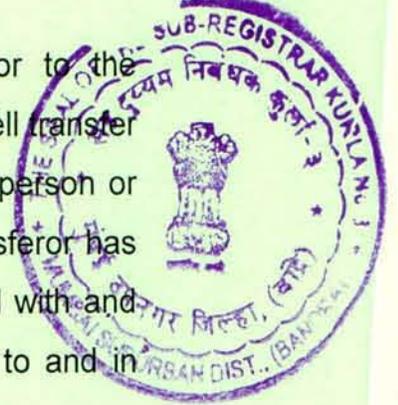
For AGRIMAS CHEMICALS LTD.

*[Signature]*  
Authorized Signatory,

Savita D. Saethan

बदर-१३	
५६३	७
२०१०	

- i) the transferor or any person or persons claiming there from under or in trust for them have not committed or omitted any act deed matter or thing whereby the sale transfer and assignment of the said flat is or can be forfeited extinguished or rendered void or valuable.
- 3) The transferor state declare and assure that prior to the execution of these presents he has not contracted to sell transfer assign or mortgage the said flat to anybody or any person or persons other than the Transferees and that the Transferor has full power absolute authority and perfect right to deal with and dispose of the same by execution of these presents to and in favour of the Transferees.
- 4) The Transferor hereby state and declare that he has paid the entire consideration for acquisition of the said flat to the Promoter / Builder and have cleared all the maintenance outstanding payable to the builder till the date of execution of this presents and have obtained NOC from the Builder admitting the Transferees as Member of the proposed society in respect of the said flat.
- 5) The Transferor is and shall be liable for their share of charges of public nature including municipal taxes property taxes monthly maintenance payments to the proposed society and other outgoings and revenue imposts in respect of the said flat upto the date hereof and thereafter the same shall be borne and paid by the Transferees. The Transferor hereby agree declare and confirm that in case any such charges of public nature including municipal taxes property taxes monthly maintenance payments to the said Society and other outgoings and revenue imposts in respect of the said flat upto the date hereof are found due and payable later on and are recovered from the transferees, the same shall be made good by the transferor to the transferees without any demur or denial.



For AGRIMAS CHEMICALS LTD.

*[Signature]*  
Authorised Signatory

Savita D-Jadhav

*[Signature]*

बदर-१३	
५६३	१
२०१०	

6) The Transferor declare and confirm that henceforth the Transferees shall be seized with all the right title and interest in respect of the said flat and to deal with the same in the manner the transferees deem fit and proper, without any let hindrance denial eviction interruption interference claim or demand of whatsoever nature from any person or persons claiming to be the transferor's respective heirs executors administrators or successors who have no and at all times hereafter shall have or take no right or claims to the said flat.

7) The Transferor agree declare and confirm that from time to time and at all times hereafter the Transferor shall, at the request and cost of the Transferees or their respective heirs executors administrators and assigns, do and execute or cause all the necessary parties to do and execute all such further and other lawful and reasonable acts deeds matters things and assurances or documents and writings whatsoever for the better and more perfectly and absolutely vesting the said flat in the transferees as shall or may be necessary or required by the transferees or their counsel in law. The transferor also agree declare and confirm that the transferor shall extend all the necessary and required help and assistance to the transferees for the purpose of getting the flat duly transferred in the name of the transferees.

8) The Transferor give his full and irrevocable consent to the transferor of the said flat together with all the benefits and rights of ownership to and in favour of the transferees in records of Builder / proposed society and the transferor declare and confirm that he has re-linguished all his claim in respect of the said flat and the transferor do not have and hereafter shall not have and take any objection to such transfer.

9) The transferor shall and do hereby indemnify and keep the transferees indemnified saved defend and harmless of from and against any loss damage suit action demands claims and prejudice sustained or the costs charges and expenses

For AGRIMAS CHEMICALS LTD.

*[Signature]*  
Authorised Signatory

Savitax D. Sachma

*[Signature]*

बदर-१३	
५००३	९
२०१०	

incurred by the transferees on account of (i) the title to the said flat being disputed or any claim of any nature whatsoever made thereto by any other person / persons through or on behalf of the transferor, (ii) any act done by the transferor prior to the execution of these presents and relating to the said flat and (iii) payment of the maintenance charges rent rates cess and other outgoings or otherwise in respect of the said flat upto the date hereof.

- 10) The transferor hereby declare that upon the execution of these presents, the quiet vacant peaceful exclusive possession of the said flat has been absolutely handed over to the transferees.
- 11) The Transferees hereby agree that henceforth all the charges including municipal taxes property taxes monthly maintenance payments to the said builder or any other local or government authorities and other outgoings and revenue imposts in respect of the said flat shall be borne and paid by the transferees only.
- 12) The transferees also agree and confirm that they shall become the members of the said society and abide by the rules regulations and approved by laws of the proposed society upon being admitted to the membership of the proposed society.
- 13) It is agreed by and between the parties hereto that the transfer charges payable to the Builder / proposed society for transfer assignment of the said flat from the name of the transferor to and in favour of the transferees shall be equally borne and paid by the transferor on the one hand and the transferees on the other.
- 14) Mr. Devendra Gulati, G.M. Finance of **AGRIMAS CHEMICALS LIMITED**, is authorised by a board resolution dated 14.05.2010 for admitting execution and registration of this documents.
- 15) The stamp duty payable on these presents and other documents or writings that may be executed in pursuance thereof as well as



For **AGRIMAS CHEMICALS LTD.**

*[Signature]*  
Authorised Signatory

Savitri D. Jadhav  
*[Signature]*

बदर-१३	
५१३	७०

the incidental and out of pocket expenses including registration charges, if any, shall be borne and paid by the transferees only. Both the party shall bear and pay the professional fees of their respective advocate / counsels and solicitors.



**SCHEDULE OF PROPERTY**

A FLAT BEING FLAT NO. 03 ON THE GROUND FLOOR IN THE BUILDING KNOWN AS "SHEETAL APARTMENTS" LYING AND SITUATED AT SHEETAL APARTMENT, , L.B.S. ROAD, KURLA (WEST), MUMBAI - 400 070 ADMEASURING 37.5 SQ. MTR. CARPET AREA

*C.T. 9200 211, 212 1 to 74 of village Kurla W*

*Sheetal*  
*Savitri D. Jadhav*

IN WITNESSE WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED ]

By the withinnamed "Transferor" ]

- (1)MR. PRAVIN JADHAV, ]
- (2) MRS. SAVITA DAMODAR JADHAV ]
- (3) MR. SANJEEV D. JADHAV ]

In the presence of ]

- 1. *Shalini (S.P. Malhotra)*
- 2. *Vijaya (C.A. B. Vark)*



*Pravin Jadhav*

*C/A of 1 & 3 Savitri D. Jadhav Damodar B. Jadhav*

*Shalini*

*C/A of 1 & 3 Damodar B. Jadhav*



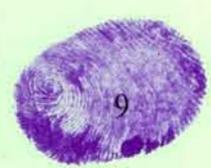
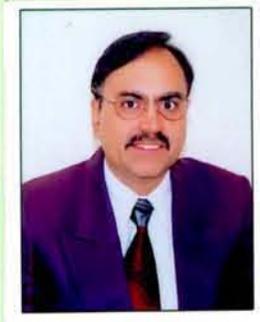
SIGNED, SEALED AND DELIVERED ]

By the withinnamed Transferees ]

M/S. AGRIMAS CHEMICALS LTD. ]  
PRIVATE LIMITED In the presence of ]

*For AGRIMAS CHEMICALS LTD. Shalini Authorized Signatory*

*For AGRIMAS CHEMICALS LTD. Shalini Authorized Signatory*



बदर-९३	
५१६३	७०

the incidental and out of pocket expenses including registration charges, if any, shall be borne and paid by the transferees only. Both the party shall bear and pay the professional fees of their respective advocate / counsels and solicitors.



**SCHEDULE OF PROPERTY**

A FLAT BEING FLAT NO. 03 ON THE GROUND FLOOR IN THE BUILDING KNOWN AS "SHEETAL APARTMENTS" LYING AND SITUATED AT SHEETAL APARTMENT, , L.B.S. ROAD, KURLA (WEST), MUMBAI – 400 070 ADMEASURING 37.5 SQ. MTR. CARPET AREA *C.T. १२०० २११, २१२ १०७५ of village Kurla W*

*Savitri D. Jadhav*

IN WITNESSE WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED  
By the withinnamed "Transferor"  
(1)MR. PRAVIN JADHAV,  
(2) MRS. SAVITA DAMODAR JADHAV  
(3) MR. SANJEEV D. JADHAV

In the presence of

- Dhawan (S.P. Mahajan)*
- Vijays (C.A. B. Vark)*

  
 C/A of 1 & 3 Damodar B. Jadhav  
 Savita D. Jadhav  
  
  
 C/A of 1 & 3 Damodar B. Jadhav  
  


SIGNED, SEALED AND DELIVERED ]  
By the withinnamed Transferees ]  
M/S. AGRIMAS CHEMICALS LTD. ]  
PRIVATE LIMITED In the presence of ]

For AGRIMAS CHEMICALS LTD.  
*S. Jadhav*  
Authorized Signatory

For AGRIMAS CHEMICALS LTD.  
*S. Jadhav*  
Authorized Signatory



बदर-१३	
५६३	१३
२०१०	

*Handwritten signature/initials*

through its authorized person ]  
 Mr. D.K. Anand <sup>G. M. Anand</sup> authorized ]  
 hereunto affixed pursuant to the ]  
 Resolution passed by its Board of ]  
 Directors in its Meeting held on ]  
 the 14<sup>th</sup> day of May 2010 ]  
 in the presence of

1. Sudhakar  
(S.P. Mahajan)
2. Vasant  
(M.B. Vani)



बदर-१३	
५६३	१२

**RECEIPT**

Received a sum of Rs. <sup>38,50,000/-</sup> 10,00,000/- (Rupees Ten lacs only) being part consideration in respect of sale of the aforesaid flat, in the following manner :-

- (i) Rs.3,50,000/- (Rupees Three lacs fifty thousand only) being earnest money.
- (ii) Rs.1,50,000/- (Rupees one lac fifty thousand only) being part payment
- (iii) Rs.5,00,000/- (Rupees Five lacs only) by cheque No. 269603 dtd. 06.05.2010 issued by HDFC Bank Ltd., New Delhi, prior to the execution of this presents in the name of Savita Damodar Jadhav.

*Savita D. Jadhav*

*10) Rs. 28,50,000/- by D.D. by PNB, Mumbai*

*Savita D. Jadhav*

We say received Rs. <sup>38,50,000/-</sup> 10,00,000/- as aforesaid

MR. PRAVIN JADHAV,

*Savita D. Jadhav*  
SAVITA DAMODAR JADHAV

MR. SANJEEV D. JADHAV

(Transferor)



- ① Witness  
Bhalaja  
(S.P. Malaviya)
- ② Witness  
(M. B. VAKA)

१११३	१३
२०१०	

## घोषणापत्र

मी D. B. Jadhav याद्वारे घोषित करतो कि  
 द्रव्यम निबंधक Kula 1 यांचे कार्यालयात Deed of Transfer 13  
 या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री Pravin Jadhav & others  
 व ३. यांनी दि. 24/4/2009 याची मला  
 दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीत सादर केला आहे.  
 / निष्पापित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार  
 यांनी कुलमुखत्यारपत्र रद्द केलेला नाही किंवा कुलमुखत्यारपत्र लिहून देणार  
 व्यक्तपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे  
 कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे  
 असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथानुचुकीचे  
 आढळून आल्यास, नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस मी  
 पात्र राहिन याची मला जाणीव आहे.



24/6/2010

  
 कुलमुखत्यारपत्रधारकांचे नाव व सही



L.S.V. No. 91

महाराष्ट्र MAHARASHTRA  
17 APR 2009

अनिल मोडकर

परवाना धारक मुद्रांक विक्रेता क्र. ९१  
 कुर्ला कोर्ट एल. बी. एस. मार्ग, मुंबई - ४००  
 क्रमांक ७२१३ दिनांक  
 श्री/श्रीमती  
 माना गैर न्यायिकेतर  
 मुद्रांक पेपर विकला

21 APR 2009 BY 629485

Proper Officer



MT. T. S. SAWANT



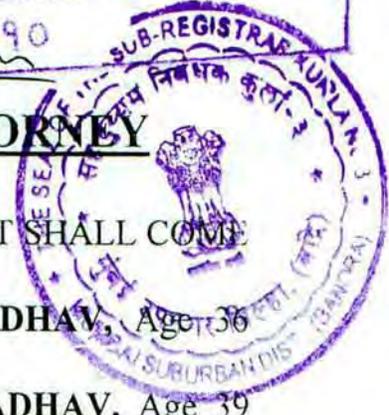
3090  
विक्रत्याची सही

**SPECIAL POWER OF ATTORNEY**

TO ALL TO WHOM THESE PRESENT SHALL COME

I/We, (1) MR. PRAVIN DAMODAR JADHAV, Age 36 years, (2) MR. SANJEEV DAMODAR JADHAV, Age 39 years, (3) MRS. SAVITA DAMODAR JADHAV, Age 62 years, All Indian Inhabitants, residing at 23, Tandel House, Ram Mandir Road, Danda, Khar (West) MUMBAI-400 052 do hereby SEND GREETINGS :

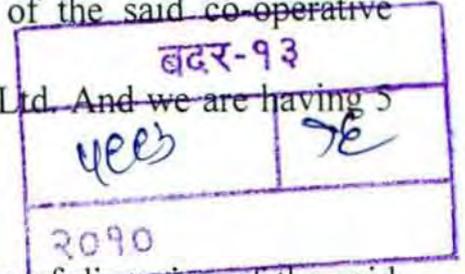
WHEREAS we are the owner of a flat situated at Flat No. 3, C.S.T. No.212-A, Sheetal Apartments, L.B.S. Marg,



खेदर-१३	
५८८३	३५
२०१०	

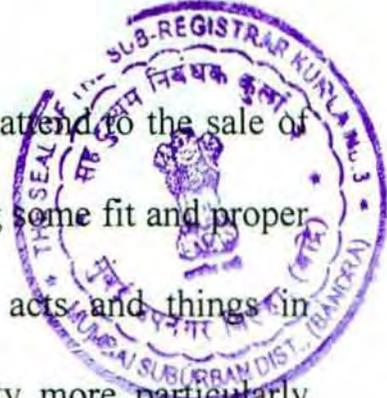


**Kurla (West) MUMBAI-400 070** a commercial premises being used by M/s. **UNIQUE CARGO FORWARDS MUMBAI PVT. LTD.** And we are also the Member of the said co-operative society i.e. Sheetal Co-op. Hsg. Society Ltd. And we are having 5 distinctive shares of the said society.



**AND WHEREAS** we are desirous of disposing of the said property more particularly described in the Schedule hereunder written.

**AND WHEREAS** as we are unable to attend to the sale of the said property we are desirous of appointing some fit and proper person to act for us and do all necessary acts and things in connection with the sale of our said property more particularly described in the schedule hereunder written.



**NOW KNOW YE ALL AND THESE PRESENTS WITNESSTH** that we do hereby nominate, constitute and appoint **MR. DAMODAR BALRAM JADHAV, Age 64 years** residing at 23, Tandel House, Ram Mandir Road, Danda, Khar (West) MUMBAI-400 052 to be our true and lawful attorney for the purpose hereinafter expressed that is to say :

1. To negotiate for sale of the said property more particularly described in the schedule hereunder written with the intending purchasers and to conclude such agreement for sale sign the agreement for sale of the said property and receive deposit or earnest from the purchaser of the said property and give receipts and discharges for the same.

2. To appoint Advocates/Solicitors in connection with the sale of the said property and pay their remuneration.

बदर-१३	
५००३	१०
२०१०	

3. To apply for and obtain permission/sanction if required from the competent authority appointed under the Urban Land (Ceiling and Regulation ) Act, 1976 or from any other officer concerned if necessary in connection with obtaining sanction for the sale of the said property more particularly described in the schedule hereunder written.



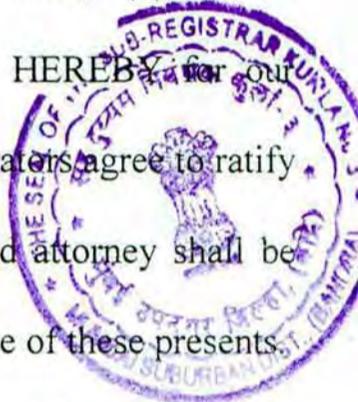
4. On receiving the balance of the sale price to sign and execute conveyance and other documents and assurances in favour of the purchasers or their nominees as the case may be and to do all other acts, deeds, matters and things in relation thereto.
5. To appear before the Sub-Registrar of Assurances or any other competent authority and lodge the document of conveyance or assurances for registration and to admit execution of the said deed as our said Attorney shall find necessary.
6. To negotiate and appear before the Bank pertaining to the said loan of the said flat and to take the original papers from the bank on our behalf.



7. To appear before Talati, Mamlatdar, Collector, Municipal Corporation, or any other authority in connection with the said property more particularly described in the schedule hereunder written for effectuating the transfer of the said property in favour of the intending purchaser.

बदल-१३  
५६३  
२०१०

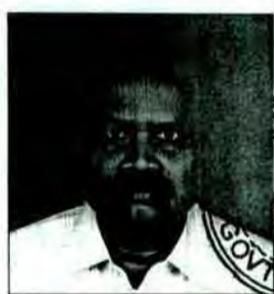
AND WE (1) MR. PRAVIN DAMODAR JADHAV, (2) MR. SANJEEV DAMODAR JADHAV, (1) MRS. SAVITA DAMODAR JADHAV, DO HEREBY for our selves, our heirs, executors and administrators, agree to ratify and confirm all and whatsoever our said attorney shall be purport to do or cause to be done by virtue of these presents.



THE SCHEDULE ABOVE REFERRED TO;

Flat No. 3, C.S.T. No.212-A, Sheetal Apartments,  
L.B.S. Marg, Kurla (West) MUMBAI-400 070

IN WITNESS WHEREOF I have hereunto set my hands at  
Mumbai on this 22<sup>nd</sup> day of April 2009



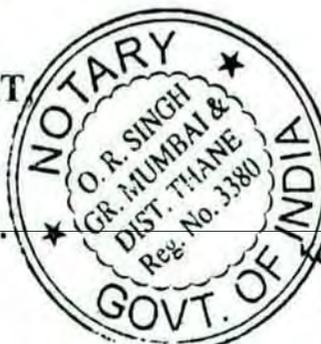
EXECUTRIX.

EXECUTANT

Explained & identified by me Before me.



ASLAM S. SHAIKH.  
ADVOCATE HIGH COURT  
4/70, B.I.T. BLOCKS,  
DR. AMBEDKAR ROAD,  
PAREL, MUMBAI-400 012.



O. R. SINGH  
Advocate & Notary  
Govt. of India  
87, Dular Pachu Estate  
New Mill Rd. Bridge,  
Kurla (W), Mumbai - 400 0...  
Cell No. 9322502696

22 APR 2009

Notary Register No  
365/2009



Annexure - A (Collectively)

बदर - ३

2337	1
2004	FORM 1A

30001 (Gen-723: 10-10-1985) - ENRP (20)

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. DE/3040/ENRP/NL

VALID UP TO

4-8-90

MUNICIPAL CORPORATION OF GREATER BOMBAY

COMMENCEMENT CERTIFICATE

5 AUG 1989

बदर-९३

Permission is hereby granted under Section 45 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1966) to

MR. R. B. D...  
C.A. to Mrs. V. V. M...

applicant to the development work of Building.

located at Street No. with shops on C.T. Survey No. 209012

of Village Kurla situated at Kurla

on the following conditions viz:-

This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay, if (a) the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans; (b) any of the conditions, subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with; (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 44 of the Maharashtra Regional & Town Planning Act, 1966, the Municipal Commissioner appointed Shri B. N. Pote, Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.

This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, provided further that such extension shall not bar any subsequent application for fresh permission under Section 45 of the Maharashtra Regional & Town Planning Act, 1966.

The conditions of this certificate shall be binding not only on the applicant but also his heirs, successors, executors, administrators and assignees and every person deriving title through or under him.

C.C. upto plinth level.

For and on behalf of the Local Authority  
THE MUNICIPAL CORPORATION OF GREATER BOMBAY.

Signature  
5.8.89

EXECUTIVE ENGINEER, BUILDING PROPOSALS  
(EASTERN SUBURBS)

FOR  
MUNICIPAL COMMISSIONER FOR GREATER BOMBAY.

RIC

Savita D. Jadhav

Signature



वदर - ३
37
2004

CEI 3040 / BPESIAL

C.C. for Ground floor i.e. First floor slab level.

M. D. Jadhav-93  
 Executive Engineer Building Proposals  
 (Eastern Suburbs.) 20  
 14 OCT 1995  
 2010

CEI 3040 / BPESIAL

C.C. upto Ground + 1st floor

B. Kanade  
 14/10/95  
 Assistant Engineer Building Proposals  
 Eastern Suburbs (L & N Ward)



CEI 3010 / BPESIAL

C.C. upto 2nd floor i.e. 3rd floor

B. Kanade  
 20/11/96  
 Assistant Engineer Building Proposals  
 Eastern Suburbs (L & N Ward)

CEI 3040 / BPESIAL

13.0 APR 2004

Full C.C. as per amended plans dated 10/11/2004

CEI 3010 / BPESIAL 7 SEP 2004

Full C.C. as per amended plans approved on 23.8.04

M. D. Jadhav  
 20/11/04  
 Assistant Engineer Building Proposals  
 Eastern Suburbs (L & N Ward)

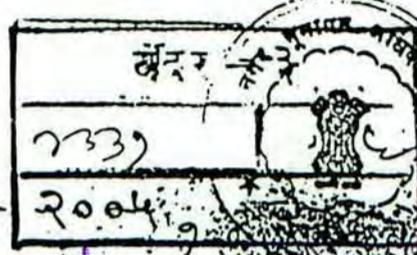
M. D. Jadhav  
 Assistant Engineer Building Proposals  
 Eastern Suburbs (L & N Ward)

M.G.

Savitri D. Jadhav

S. Jadhav  
 [Signature]

Annexure - B



No. 8616, dated 17-9-20.

RULED CARD

Y.F.P.-40  
श. नं. 1

212-31	3044-6 350-4 3500-2	<	1473
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वदर 173  
2090

श. नं. 1

19343-0  
7030-2  
3704-0

- सन १९९५
- 1) क्यूटी निकलाव अउमेडा
  - 2) अंतिकित अउमेडा



12-1-1992	विशेषीत वसुंधा नं. 1	श्री. अणु अणुपुमापिमापि पुनरिपुमापि श्री. अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि
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90-0-07	अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि	अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि अणुपुमापि

Savita D. Jadhav

Handwritten signatures and initials.

Handwritten signature or initials at the top left.

Handwritten signature or initials at the top center.

Savitri P. Jadhav

Handwritten notes and signatures in the upper section of the document, including a signature on the left and a signature on the right.



Main body of handwritten text, likely a list or record of transactions, including names and dates.

Handwritten notes in a box, including the number '93-93' and other illegible text.

Handwritten notes at the bottom left, including the number '3-250'.

बदर-१३	
पूजे	०३
२०१०	

Y.P.P.—40,000—9 69—WOA-8—(Ca) 1848  
 शा. नं., म. वि., क. ८९१६, दि. १९-९-२९.]

फोरी पत्रिका

शु. सं. २१२ भा. सु. वि.  
 बदर-३  
 म. वि. ११ मं. ११  
 २००५



सं. १२३४५६७८९०	रकरेखेले	म. वि. नं. २२६	शारक	केरकार सं. १०५ प्रगो
संपूर्ण देण	लदर-३	राजी राजाराम चव्हाण		
दि. ११/१०/०५				
रा. मा. नं. ११/१०/०५				
शि. मं. नं. ११/१०/०५				
नांत कमी	स्व. हा.			

११/१०/०५  
 म. वि. ११ मं. ११

सं. १२३४५६७८९०

काल्याची तारखे १०/११/०५	काल्या तपभाक	६२०९६
काल्याची तारखे १०/११/०५	काल्या तपभाक	६२०९६
काल्याची तारखे १०/११/०५	काल्या तपभाक	६२०९६
काल्याची तारखे १०/११/०५	काल्या तपभाक	६२०९६
काल्याची तारखे १०/११/०५	काल्या तपभाक	६२०९६
काल्याची तारखे १०/११/०५	काल्या तपभाक	६२०९६
काल्याची तारखे १०/११/०५	काल्या तपभाक	६२०९६
काल्याची तारखे १०/११/०५	काल्या तपभाक	६२०९६
काल्याची तारखे १०/११/०५	काल्या तपभाक	६२०९६
काल्याची तारखे १०/११/०५	काल्या तपभाक	६२०९६



Savitri D. Jadhav

१६/११/०५

Handwritten signature



23

AGRIMAS FOR AGRIFUTURE

AGRIMAS CHEMICALS  
LIMITED2nd Floor, 7 Community Centre,  
Near Sapna Cinema, East of Kailash,

New Delhi-110 065

Ph.: (011) 41620713, 41620714,

41620715, 41620716

www.agrimas.com

2090

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF M/S AGRIMAS CHEMICALS LIMITED HELD ON 14<sup>TH</sup> MAY, 2010 AT 3.00 PM AT 5 SANT NAGAR, 3<sup>RD</sup> FLOOR, NEW DELHI 110 065.

"RESOLVED THAT the Company hereby negotiate and enter into a writing for acquisition of flat being Flat No. 03 & 04 on the ground floor in the building known as "SHEETAL APARTMENTS" lying and situated at Sheetal Apartment, J.B.S. Road, Kurla (West), Mumbai 400 070, from the respective Owners and the Company hereby authorize Mr Devendra Gulati- Authorised Signatory, to negotiate and finalise the deal for and on behalf of the Company.

It is hereby further resolved that Mr Devendra Gulati- Authorised Signatory of the Company, for and on behalf of the Company is entitled to Sign, Seal, Execute necessary Deeds, Documents, Writings, Affidavit, Agreement for Sale, Deed of Transfer, Deed of Conveyance, Power of Attorney and other documents as may be required for completing the purchase of the said flat for and on behalf of the Company.

It is further resolved that Mr Devendra Gulati – Authorised Signatory of the Company is empowered for an on behalf of the Company to attend before the Sub Registrar of Assurances, Kurla, Mumbai for admitting execution and registration of the documents, Affidavit, Deed of Transfer, Conveyance and any other documents in respect of the said flats and all Acts, Deeds, Things and matters done by the said Mr Devendra Gulati – Authorised Signatory is binding on the Company including taking possession of the said flats.

Certified True Copy

For Agrimas Chemicals Ltd.

(Director)

24

भारत निवडणूक आयोग  
 ओळखपत्र  
 ELECTION COMMISSION OF INDIA  
 IDENTITY CARD  
 UFF0483248



मतदाराचे नांव : विक्रम विठ्ठल इंगळे  
 Elector's Name : Vikram Vitthal Ingle  
 वडिलांचे नांव : विठ्ठल इंगळे  
 Father's Name : Vitthal Ingle  
 लिंग / Sex : पुरुष / MALE  
 जन्म तारीख / Date of Birth : XX/XX/1958

बंदर-१३  
 ५००३  
 २०१०



UFF0483248  
 पत्ता : झो-182, घाटकोपर भिमनगर झोपडपट्टी, भांगि जयज्योत पारि  
 सर विद्याविहार (पूर्व) (तानसा पाईप लाईन मार्ग मुंबई  
 जिल्हा मुंबई उपनगर महाराष्ट्र-400077

Address: Zo 182, Ghatkopar Bhim Nagar Zopadpathi, &  
 Surrounding Locality/Vidhyavihar (East ) (Tansa  
 Pipe Line Road Mumbai  
 DISTT. Mumbai Suburban Dist. (M.H.)-400077

Date: 02/08/2009  
 170-घाटकोपर पूर्व विधानसभा मतदारसंघा कारिता

मतदार नोंदी अधिकारी  
 राज्य निर्वाचन आयोग  
 E.R.O.  
 Facsimile Signature of the  
 Electoral Registration Officer  
 for 170-Ghatkopar East Constituency

या पत्रावर प्रमाणित करण्यात येणाऱ्या मतदाराच्या नावाचा मतदार यादीत  
 समाविष्ट झाल्याने त्या मतदाराचा नाव मतदारांच्या यादीत प्रमाणित करण्यात येईल.  
 In case of change in address, mention this Card No. in  
 the relevant Form for including your name in the roll at  
 the changed address and to obtain the card with same

22/06/2010

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

दस्त क्र 5993/2010

5:37:25 pm

सह दु.नि.का-कुर्ला 3

20

दस्त क्रमांक : 5993/2010

दस्ताचा प्रकार : करारनामा

26

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: प्रविण जाधव यांच्यावतीने कु मु म्हणून श्री. दामोदर बी. जाधव - - पत्ता: घर/फ्लॅट नं: 23, तांडेल हाऊस, राम मंदिर, खारदांडा, खार प मुं 52 गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसा	लिहून देणार वय 64 सही		
2	नाव: सविता दामोदर जाधव - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: AEFPJ9854G	लिहून देणार वय 63 सही		
3	नाव: संजीव डी. जाधव यांच्यावतीने कु मु म्हणून श्री. दामोदर बी. जाधव - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅ	लिहून देणार वय 64 सही		
4	नाव: मेसर्स अॅग्रीमास केमिकल्स लिमिटेड तर्फे जी एम फायनान्स - श्री. देवेंद्र गुलाटी - - पत्ता: घर/फ्लॅट नं: एम आय डी सी इंड. एरिया जवळ, हिंदुस्थान लिक्वर लिमिटेडच्या मागे, तळोजा, नवी मुंबई गल्ली/रस्त	लिहून घेणार वय 53 सही		





दस्त गोषवारा भाग - 2

वदर13

दस्त क्रमांक (5993/2010)

25

दस्त क्र. [वदर13-5993-2010] चा गोषवारा  
बाजार मुल्य :1620000 मोबदला 3850000 भरलेले मुद्रांक शुल्क : 192500

दस्त हजर केल्याचा दिनांक :22/06/2010 05:30 PM

निष्पादनाचा दिनांक : 22/06/2010

दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 22/06/2010 05:30 PM

शिकका क्र. 2 ची वेळ : (फ्री) 22/06/2010 05:35 PM

शिकका क्र. 3 ची वेळ : (कबुली) 22/06/2010 05:37 PM

शिकका क्र. 4 ची वेळ : (ओळख) 22/06/2010 05:37 PM

दस्त नोंद केल्याचा दिनांक : 22/06/2010 05:37 PM

ओळख :

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

1) बी. के. चव्हाण- - ,घर/प्लॉट नं: 1, श्री जी अपार्टमेंट, एम जी रोड, घाटकोपर पूर्व मुं 77

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) विक्रम इंगळे- - ,घर/प्लॉट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



दु. निबंधकाची सही  
सह दु.नि.का-कुर्ला 3



प्रमाणित करण्यात येते कि या दस्तामध्ये  
एकूण ४ (चार) पाने आहेत.  
बदर-१३/  
पुस्तक क्रमांक १ क्रमांकावर  
नोंदली  
दिनांक

4003 / 2010  
22/06/2010  
दु. निबंधक कुर्ला - ३,  
मुंबई उपनगर जिल्हा.

BETWEEN .....

MR. PRAVIN JADHAV, (2) MRS.  
SAVITA DAMODAR JADHAV & (3)  
MR. SANJEEV D. JADHAV  
... TRANSFEROR

AND

M/S. AGRIMAS CHEMICALS  
LIMITED,

... TRANSFEREE

*Scanned  
11:00*

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**DEED OF TRANSFER**

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Dated this            day of June, 2010

**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 17/06  
DATE : 27<sup>th</sup> November 2017

**MR. ROHIT G. DESHPANDE**

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

**ADVOCATE**

Office No.21, 4<sup>th</sup> Floor, 'AASMI TOWER', CTS.No.110/15, Plot No.790,  
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Near District & Sessions Court,  
Shivaji Nagar, Pune - 411005.

**Mob. No.** 99231 95737, 73503 55531.

**Tel.** 020 60702233, 25512326

**E Mail :** - rohit\_deshpande777@yahoo.co.in



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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.	<b>M/s. Agrimas Chemicals Limited</b>	
	a. Name of the unit/concern/company/person offering the property/ (ies) as security.	<b>M/s. Agrimas Chemicals Limited Through its Director</b>	
	b. Constitution of the unit / concern / person / body / authority offering. The property for creation of charge.	<b>M/s. Agrimas Chemicals Limited Through its Director</b>	
	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 <b>Flat No. 03</b> on the Ground Floor in the Building known as "SHEETAL APARTMENT" admeasuring Carpet area 37.50 Sq. Mtrs. constructed on Survey No.225 (Part), Hissa No.1A (Part) and C.T.S No. 212-A situated at village Kurla, Taluka Kurla, District Mumbai City and within the limits of Municipal Corporation of Bombay.	
i)	Survey No.	C.T.S No. 212-A	
ii)	Door No.(in case of house property)	<b>Flat No. 03</b>	
iii)	Extent / area including plinth / built up area in case of house property	Carpet area admeasuring 37.50 Sq. Mtrs.	
iv)	Locations like name of the place, village, City, registration, sub-district etc.	Village Kurla, Taluka Kurla, District Mumbai City.	
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
	15/06/2005	Agreement for Sale executed between M/s. R. R. Enterprises sole proprietary firm of Mrs. Rani Rajaram Chavan (The Promoter) sold in favour of Mr. Amit Damodar Jadhav by registered in the office of Sub Registrar of Assurances, Kurla Bandra-3 at Serial No.4331/2005 on 15/06/2005.	Photo Copy
	22/06/2010	Deed of Transfer executed between Mr. Praveen Jadhav, Mrs.	Photo Copy



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		Savita Damodar Jadhav and Mr. Sanjeev D. Jadhav through their CA Mr. Damodar Balram Jadhav transferred the right, title and interest in favour of M/s. Agrimas Chemicals Limited through its G. M. Finance Mr. Devendra Gulati by registered in the office of Sub Registrar Sub Registrar of Assurances, Kurla Bandra-3 at Serial No.5993/2010 on 22/06/2010.	
3)	05/08/1989	Commencement Certificate No. B.B/C.E./3040/B.P.E.S.A.L	Photo Copy
4)	23/08/2004	Amended Commencement Certificate No. B.B/C.E./3040/B.P.E.S.A.L	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. Bandra Mumbai.
	b. Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar-general. If so, please name all such offices?		Sub- Bandra Mumbai.
	c. Whether search has been made at all the offices named at (b) Above ?		Yes
	d. Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?		No
8.	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 client, it informs as follows:

On perusal of document, it appears that C.T.S. No.212 -A admeasuring 1443.6 sq. mtrs. situated at Village Kurla, Taluka Kurla, District Mumbai City was possessed and Seized and further developed the said land by M/s. R. R. Enterprises sole proprietary firm of Mrs. Rani Rajaram Chavan (The Promoter).



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**Agreement for Sale:**

On perusal of document, it appears that M/s. R. R. Enterprises sole proprietary firm of Mrs. Rani Rajaram Chavan (The Promoter) sold the said Flat No.03 on the ground floor in the building known as "Sheetal Apartments" in favour of Mr. Praveen Jadhav, Mrs. Savita Damodar Jadhav and Mr. Sanjeev D. Jadhav by Agreement for Sale registered in the office of Sub Registrar of Assurances, Kurla Bandra-3 at Serial No.4331/2005 on 15/06/2005.

On perusal of document, it appears that Mr. Praveen Jadhav, Mrs. Savita Damodar Jadhav and Mr. Sanjeev D. Jadhav executed Power of Attorney in favour of Mr. Damodar Balram Jadhav regarding the same agreement for sale in respect of above said property. The said Power of Attorney is duly notarized.

**Deed of Transfer:**

On perusal of document, it appears that Mr. Praveen Jadhav, Mrs. Savita Damodar Jadhav and Mr. Sanjeev D. Jadhav through their CA Mr. Damodar Balram Jadhav transferred the right, title and interest in respect of the said Flat No.03 on the ground floor in the building known as "Sheetal Apartments" admeasuring carpet area 40 sq. mtrs. in favour of M/s. Agrimas Chemicals Limited through its G. M. Finance Mr. Devendra Gulati by Deed of Transfer registered in the office of Sub Registrar Sub Registrar of Assurances, Kurla Bandra-3 at Serial No.5993/2010 on 22/06/2010.

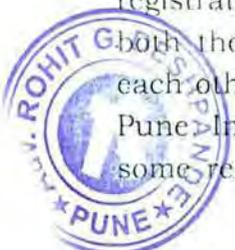
**Loan:**

It appears that, M/s. Agrimas Chemicals Limited had availed loan of Rs. 55,00,00,000/- from State Bank of Mysore by deed of Mortgage vide charge ID-10344642.

**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



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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
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



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15.	In case of partition/family settlement deeds, whether the 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?	NA
16.	Whether the title documents include any testamentary Documents /wills? b. Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? c. Whether the property is mutated on the basis of will? d. Whether the original will is available? e. Whether the original death certificate of the testator is available? f. What are the circumstances and/or documents to establish the will in question is the last and Final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	NA NA NA NA NA NA
17.	a. Whether the property is subject to any wakt rights? b. Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? c. Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	NA NA NA
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. b. Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NA NA
19.	a. Whether the property belongs to any trust or is subject to the rights of any trust? b. Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? c. If so additional precautions/permissions to be obtained for creation of valid d. Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	NA NA NA 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. 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 c. In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	NA NA NA



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<b>21.</b>	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
<b>22.</b>	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
<b>23.</b>	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/markings which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.	NA
<b>24.</b>	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
<b>25.</b>	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
<b>26.</b>	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
<b>27.</b>	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 of POA (Common POA).	No
	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? 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?	NA
	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



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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.	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; 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 Regulations, Development Control Regulations, Co operative Societies' Laws etc.; o. Requirements, 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.	a. Yes b. Yes c. Yes d. No e. Yes f. No g. Yes h. Yes i. No j. No k. No l. No m. No n. No o. No p. No q. Yes
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. 1111265490, Challan No. MH007594070201718E dated 25.11.2017 issued by PND1 JT 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. b. Whether No Objection Certificate under the Income Tax Act is required/ obtained.	NA
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.



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**Phone :** 020 60702233 **Cell No.:** 99231 95737,73503 55531. **E Mail ID :** rohit\_deshpande777@yahoo.co.in

- b. An Original of Deed of Transfer executed between Mr. Praveen Jadhav, Mrs. Savita Damodar Jadhav and Mr. Sanjeev D. Jadhav through their CA Mr. Damodar Balram Jadhav transferred the right, title and interest in favour of M/s. Agrimas Chemicals Limited through its G. M. Finance Mr. Devendra Gulati by registered in the office of Sub Registrar Sub Registrar of Assurances, Kurla Bandra-3 at Serial No.5993/2010 on 22/06/2010.
- c. Original copy of NOC from the Builder/Developer.
- d. Original copy of NOC from the State Bank of Mysore.
- e. Blue Print of Sanctioned Layout Plan with Architect Seal and Sign.
- f. Original Possession Receipt and Letter.
- g. Original Copy of Property Tax paid receipt.
- h. Original copy of Board Resolution with powers of Directors to Mortgage abovementioned property.
- i. 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 1*

*(Description of Flat)*

All the piece and parcel of property bearing Flat No. 03 on the Ground Floor in the Building known as "SHEETAL APARTMENT" admeasuring Carpet area 40 Sq. Mtrs. constructed on C.T.S.No. 212 situated at village Kurla, Taluka Kurla, District Mumbai City 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		<b>Payer Details</b>	
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.	
<b>Account Head Details</b>		<b>Amount In Rs.</b>	
0030072201 SEARCH FEE		750.00	
		Premises/Building	
		Road/Street	
		Area/Locality	
		Town/City/District	
		PIN	
		Remarks (If Any)	
		Amount In	Seven Hundred Fifty Rupees Only
Total		750.00	Words
<b>Payment Details</b>		<b>FOR USE IN RECEIVING BANK</b>	
STATE BANK OF INDIA			
<b>Cheque-DD Details</b>		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

सदर चालान "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करतावयाच्या दस्त्यासाठी लागू नाही.



11/25/2017

eSearch

MH007594070201718E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
25 Nov 2017	Receipt	Receipt no.: 1111265490
	Name of the Applicant :	ROHIT GANGADHAR DESHPANDE
	Details of property of which document has to be searched :	Dist :Mumbai Sub-urban District Village :Kurla S.No/CTS No/G.No. : 212
	Period of search :	From :2002 To :2017
	Received Fee :	400
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'.		



03

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Account for sale



महाराष्ट्र MAHARASHTRA

BW 322703

General Stamp Office, Mumbai.  
L.S.V. No. 694  
26 MAY 2009  
Proper Officer

SHRI. L. S. BAMBLE

दि. महाराष्ट्र मंत्रालय अॅन्ड अगुआ ऑफिसर  
को. ऑफ. बँक लि., सेक्टर १, मुंबई ४०० ०३२  
एल. एस. नॉ. ६९४  
जमाकर्ता - 357 दिनांक -  
सचुवाचे न्यायालय (बोझा), मुंबई  
सचुवा/श्री/श्री/श्री/श्री  
बोझा न्यायालय मुंबई रु. चा  
विकला.

मुद्रिका सविता  
किर्ती अशोक बाटे

Savitra D Jadhav  
27/6/09

AGREEMENT FOR SALE

This agreement for sale is made and entered into at Mumbai this 17th day of June 2009 between (1) MR. PRAVIN JADHAV, (2) MRS. SAVITA DAMODAR JADHAV & (3) MR. SANJEEV D. JADHAV all adults, of Bombay, Indian inhabitant, having their address at 23 Tande House, Ram Mandir, Khardanda, Khar (West), Mumbai – 400 052, hereinafter referred to as “THE SELLERS” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and permitted assigns) of the ONE PART.

AND

M/S. AGRIMAS CHEMICALS LIMITED, a Company duly registered under the provisions of the Companies Act, 1956 having its registered

Savitra D. Jadhav  
27/6/09

office at Next to M.I.D.C. Industrial Area, Behind Hindustan Lever Limited, Taloja – Navi Mumbai, hereinafter referred to as the PURCHASER (which expression shall unless it be repugnant to the context or meaning thereof mean and include their executors, administrators and permitted assignors), of the **SECOND PART**.

WHEREAS under an agreement for sale dtd. 15<sup>th</sup> June, 2005 executed by and between M/S. R.R. ENTERPRISES through its Promoter Smt. Rani Rajaram Chavan, therein referred to as "the Promoter" and "the Seller" herein, therein referred to as the Purchaser, the Seller herein have agreed to purchase and acquire flat bearing Flat No. 03 on the ground floor in the building known as "SHEETAL APARTMENTS " lying and situated at Sheetal Apartment, , L.B.S. Road, Kurla (West), Mumbai – 400 070 admeasuring 37.5 sq. mtr. carpet area. Hereinafter referred to as the "said flat" more particularly described in the schedule hereunder written.

AND WHEREAS the said Agreement for sale **dtd. 15<sup>th</sup> June, 2005** is lodged and registered with the Sub Registrar of Assurances, Kulra, on 15<sup>th</sup> June, 2005 under Registration No. 4344 on 15.06.2005 upon payment of the entire stamp duty and registration charges thereon.

AND WHEREAS the Sellers herein have paid the entire consideration to the Promotor who have put the Seller in exclusive use, occupation and possession of the said flat.

AND WHEREAS the Seller is in exclusive use, occupation and possession of the said flat.

AND WHEREAS various flat purchasers to the said flat have not yet formed and registered the society.

AND WHEREAS the said flat is assessed by Muncipal Corporation as Office Premises in view of the Seller utilizing the same for Office activities.

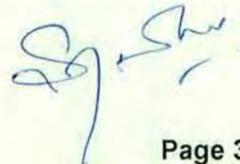
AND WHEREAS the Seller informed to the Purchaser that for acquiring the said flat, the Seller has obtained necessary loan from the Canara Bank, Kurla, and an amount of Rs. 15,04,087/- (approx.) outstanding to be paid to the bank.

AND WHEREAS Purchaser herein approached to the Seller and expressed their desire to purchase the said flat and upon negotiation it was agreed that the Sellers shall sell, transfer and assign all their right, title and interest in respect of the said flat in favour of the Purchasers for the total consideration of Rs. 35,00,000/- on the terms and conditions set out hereinafter.

**NOW THIS AGREEMENT FOR SALE WITNESSETH THAT :**

- 1) The Seller agree to sell, transfer and assign all his rights, title and interest in respect of the flat being Flat No. 03 on the ground floor in the building known as "SHEETAL APARTMENTS " lying and situated at Sheetal Apartment, , L.B.S. Road, Kurla (West), Mumbai – 400 070 admeasuring 37.5 sq. mtr. carpet area, hereinafter referred to as the "said flat", in favour of the Purchaser for the sum of **Rs. 35,00,000/-** and the said amount to be paid by the Purchaser to the Seller as follows :-

Savitra D. Jadhav



- a) A sum of **Rs.3,50,000/-** paid on execution of these presents being the part payment, a receipt whereof the Seller doth hereby admit, acknowledge and discharge the Purchaser forever.
- b) A sum of **Rs.14,00,000/-** to be paid on behalf of the Seller to the Canara Bank Kurla Branch, for obtaining necessary NOC, No Dues Certificate and original documents in respect of the said flat.
- c) The Purchaser shall pay the balance amount of **Rs.17,50,000/-** to the Seller on or before 31<sup>st</sup> July, 2009 subject to handing over the original documents and NOC from the Builder as well as Society for occupying the said flat as Office premises.
- 2) The Purchaser herein requested to the Seller that he has applied to the bank for availment of the loan and the Seller shall co-operate with the Purchaser in obtaining all the necessary documents for clearance of the loan in respect of the said flat in favour of the purchaser.
- 2) It is hereby agreed that the total consideration shall be paid on or before 31<sup>st</sup> July, 2009. In case for any reason whatsoever, the Purchaser commits default in making the payment of balance amount upto 31<sup>st</sup> July, 2009, then the Purchaser is liable to pay interest to the Sellers @ 12.5% per annum for the delayed period on unpaid balance amount with effect from 1<sup>st</sup> August, 2009 and such delayed period shall not exceeds in any event beyond 31<sup>st</sup> October, 2009
- 3) The seller state, declare, represent, assure to the purchaser that :-
- a) The terms and conditions of use and occupancy of the aid flat by the seller and all the benefits and rights of ownership in respect of them are valid and effect as per letter and undertaking submitted to the builder.

- b) Except the Seller, no other person or persons or party, has any right interest property claim or demand into over or upon the said flat or any part thereof.
- c) All the charges of public nature including municipal taxes property taxes, monthly maintenance, payment to the said builders / developers and other outgoings in respect of the said flat are duly paid. There are no arrears of any such charges payable by the Seller to the said Builder or to anybody or person or persons. There is no impediment against the use and transfer of the said flat.
- d) There is no mortgage or charge existing on the said flat. The title document in respect of the said flat have not been pledged mortgaged, deposits with any person to create any charge encumbrance or security over the said flat ; (save and except in favour of Canara Bank as aforesaid).
- e) No other debt and / or liability in respect of the said flat is due by the Seller. There exists no agreement or arrangement with the said builder, any local authority or any body or person whereby full beneficial enjoyment of the said flat by the Seller is restricted, terminated extinguished or curtailed or whereby any sum of money has become chargeable or payable out of the said flat ;
- f) The said flat or any part thereof is not subject matter of any suit petition, application, complaint proceedings in civil court or nay other judicial or revenue court. There is no judgement, government debt, annuity, lispendens mortgage, writ of execution or any charges, encumbrances, easement, bequest trust or nay deed or document affecting the title of the Sellers to the said Flat ;
- g) The Seller declare that the title to the said flat of the Sellers is marketable and free from all encumbrances



and not subject matter of any pending dispute in any Court of law ;

- h) There is no covenant or condition adversely affecting the rights privileges and interest of the Seller in respect of the said Flat ;
  - i) No other person or persons or party, except the Seller, have good right full power and absolute authorities to sell, transfer and assign the said flat ;
  - j) The Seller or any person or persons claiming by from under or in trust for them have not committed or omitted any act, deed matter or thing whereby the sale transfer and assignment of the said flat is or can be forfeited extinguished or rendered void or voidable.
- 4) The Seller state, declare and assure that prior to the execution of these presents they have not contracted to sell, transfer, assign or mortgage the said flat to anybody or any person other than the Purchaser and that the Seller have full power absolute authority and perfect right to deal with and dispose of the same by execution of these presents to and in favour of the purchaser.
- 5) The Seller are and shall be liable for their share of charges of public nature including municipal taxes, property taxes, monthly maintenance, and other outgoings in respect of the said flat upto the date of possession and thereafter the same shall be borne and paid by the Purchaser. The Seller hereby agree, declare and confirm that in case any such charges of public nature including municipal taxes, property taxes, monthly maintenance and other outgoings in respect of the said flat upto the date of possession are found due and payable later on and are recovered from the purchasers, the same shall be made good by the Sellers to the Purchasers without any demur or denial.

S. D. T.  
S. D. T.

- 6) The Seller declare and confirm that upon receipt of the entire balance payment as set out in Clause (2) (c) above, the Purchasers shall be seized with all right, title and interest in respect of the said flat and to deal with the same in the manner the Purchasers deem fit and proper, without any let hindrance denial eviction, interruption, interference claim or demand or whatsoever nature from any person or persons claiming to be the Sellers' respective heirs, executors, administrators or successors who have no and at all times hereafter shall have or take no right or claim to the said flat.
- 7) The Seller agree, declare and confirm that from time to time and at all times hereafter the Sellers shall, at the request and cost of the Purchasers or their respective heirs, executors, administrators and assigns, do execute or cause all the necessary parties to do and executive all such further and other lawful and reasonable acts, deeds, matters, things and assurances or documents and writings whatsoever for the better and more perfectly and absolutely vesting the said flat in the purchasers as shall or may be necessary or required by the Purchasers or their counsel in law. The Sellers also agree, declare and confirm that the Sellers shall extent all the necessary and required help and assistance to the Purchasers for the purpose of getting the said flat duly transferred in the records of the competent authority in favour of the Purchasers.
- 8) The Sellers upon receipt of the balance consideration as set out in Clause (2) (c) above give their full, free, unqualified and irrevocable consent to the transfer of the said flat together with all the benefits and rights of ownership to and in favour of the Purchasers and the Sellers declare and confirm that they have relinquished all their claim in respect of the said flat and the Sellers do not have and hereafter shall not have any take any objection to such transfer.
- 9) The Sellers shall upon receipt of the balance consideration execute necessary power of attorney to represent themselves to

*[Handwritten signature]*  
S. S. S. S. S.

the builder / Developer and / or any association that may be formed in respect of the said flat till the society formed and registered and the purchasers are accepted as the member in respect of the said flat.

- 10) The Sellers shall and do hereby indemnify and keep indemnified the Purchasers against any claim made by the Builder and / or the competent authority in respect of the transaction entered into by and between the Sellers with the Developer under the Agreement for sale dtd. 15<sup>th</sup> June, 2005.
- 11) The Sellers hereby declare that upon receipt of the total balance consideration as set out in Clause (2) (c) hereinabove & payment credited to his account they shall hand over vacant and peaceful possession of the said flat to the Purchasers.
- 12) It is hereby agreed that all the outgoings attached to the said flat prior to handing over possession shall be borne and paid by the Sellers and there after all the charges shall be borne and paid by the Purchasers.
- 13) The Purchasers also agree and confirm and maintain and abide by the rules and regulations of the Developer / Builder after taking over the possession of the said flat.
- 14) The sellers hereby express their no objection to the society of the various flat purchasers to be formed to admit the purchasers as member in respect of the said flat in their place.
- 15) The Purchasers also agree and confirm the members of the said society and abide by the rules, regulations and approved bye laws of the said society upon being admitted to the membership of the said society.
- 16) It is agreed by and between the parties hereto that the transfer charges payable to the said society for transfer, assignment of the said flat from the name of the Sellers to and in favour of the

*Handwritten signature and initials in blue ink, including the number '5' and some illegible scribbles.*

purchasers shall be borne and paid in equal proportion by the Purchasers alone.

- 17) The stamp duty payable on these presents and other documents or writings that may be executed in pursuance thereof as well as the incidental and out of pocket expenses including the registration charges, shall be borne and paid by the purchasers only.

SCHEDULE OF PROPERTY

A FLAT BEING FLAT NO. 03 ON THE GROUND FLOOR IN  
THE BUILDING KNOWN AS "SHEETAL APARTMENTS"  
LYING AND SITUATED AT SHEETAL APARTMENT, , L.B.S.  
ROAD, KURLA (WEST), MUMBAI – 400 070 ADMEASURING  
37.5 SQ. MTR. CARPET AREA

IN WITNESSE WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and the year first hereinabove written.

SIGNED, SEALED AND DELIVERED ]

By the withinnamed "Seller" ]

(1) MR. PRAVIN JADHAV, ]

(2) MRS. SAVITA DAMODAR JADHAV ]

(3) MR. SANJEEV D. JADHAV ]

In the presence of ]

1.

2.

*Savita Jadhav*

*[Signature]*

SIGNED, SEALED AND DELIVERED ]

By the withinnamed Purchasers ]

**M/S. AGRIMAS CHEMICALS LIMITED ]**

In the presence of ]

1.

2.

**RCEIPT**

Received with thanks from the Purchaser part payment of Rs.3,50,000/- by cheque, bearing cheque No. 24 8821 dtd. 16/06/09, drawn on HDFC Bank against the total consideration of Rs. 35,00,000/- towards purchase of the flat described in the schedule herein above written.

We say received

(1) MR. PRAVIN JADHAV,

*Savita D. Jadhav* (2) MRS. SAVITA DAMODAR JADHAV



(3) MR. SANJEEV D. JADHAV

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पावती क्र.

नोंदणी ३९ म.  
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक १५६८/१५

दिनांक २२-१-सन २० १५

दस्तऐवजाचा प्रकार-

शोध - शुद्ध

सादर करणाराचे नाव-

ले. सी. शिंदेगान्डी

खालीलप्रमाणे फी मिळाली:-

नोंदणी फी

नक्कल फी (फोलिओ )

पृष्ठांकनाची नक्कल फी

टपालखर्च

नकला किंवा ज्ञापने (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ अन्वये

श्रमाणित नकला (कलम ५७) (फोलिओ )

इतर फी (मागील पानावरील) बाब क्र.

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कुट्टे नं. ३  
सी.श.न. २११.  
सन. १९८६ ते २०१५.  
३० वर्षे

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५५०/-	

एकूण ..

दस्तऐवज

नक्कल

रोजी तयार होईल व

नोंदणीकृत डाकेने पाठवली जाईल.

या कार्यालयात देण्यात येईल.

५

दुय्यम निबंधक.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने पाठवली जाईल. निबंधक वर्ग-२, (अभिलेख) मुंबई उपनगर जिल्हा.

हवाली करावा.

सादरकर्ता

0035883

इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. रुजवात फी.
३. फाईल करण्याची फी.  
अनुच्छेद अकरा अन्वये.  
अनुच्छेद वीस अन्वये.
४. मुखत्यारनामा अनुप्रमाणन.
५. गृहभेट फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे उघडणे.
९. मोहोरबंद पाकिटे परत मागे घेणे.
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्युन आकारित फीची वसुली.
१३. जड संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.
१४. विलेख इ. च्या नकला पाठविण्याचा टपाल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.

दस्तऐवज परत केला.

दुय्यम निबंधक

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

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

B. T. Gwalani  
ADVOCATE, LL.B.

R. K. Raisinghani  
\* B.Sc., 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:- 23/1/2015

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.  
(BORROWERS).**

Sub: Under your instructions and advise for preparing the Title Verification and Search report for the property "Flat No. 03, On Ground Floor, Admeasuring Area 37.5 sq. mtrs. (Carpet Area), in the Building known as "SHEETAL APARTMENTS", situated at L.B.S. Road, Kurla (W), Mumbai-400070.", to be 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 India, 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.

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

Ans. Company.

....2/-



PAGE # 2

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 immovable 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. 03, On Ground Floor, Admeasuring Area 37.5 sq. mtrs. (Carpet Area), in the Building known as “SHEETAL APARTMENTS”, situated at L.B.S. Road, Kurla (W), Mumbai-400070.”**, Situated and constructed on land bearing Survey No. 225(Part), Hissa No. 1A (Part) and CTS No. 212-A, Adm Area 1443.6 Sq.Metres., at Village Kurla, Taluka Kurla, District Mumbai Suburban in the Registration District and Sub- District of Mumbai City and Mumbai Suburban, within the Local limits of Muncipal Corporation of Greater Mumbai, 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. Extract of Property Card dated 18/8/2004 issued by Land Revenue & Records Office, Kurla, Mumbai Suburban District, in favour of **Smt. Rani Rajaram Chavan (Land Owner)**, in respect of the abovesaid property.
- b. IOD Certificate issued by Ex. Engineer, Building Proposal, (E.S.) Municipal Corporation of Greater Mumbai, bearing No. CE/3040/BPES/AL dated 28/3/1989, regarding construction of the building on the abovesaid property.
- c. Building Commencement Certificate issued by Ex. Engineer, Building Proposal, (E.S), Municipal Corporation of Greater Mumbai, bearing No. CE/3040/BPES/AL dated 5/8/1989 and further extended on 7/9/2004, regarding construction of building on the above said property.
- d. Building Plans duly approved by Ex. Engineer, Building Proposal, (E.S.) Municipal Corporation of Greater Mumbai, dated 23/8/2004, regarding construction of the building on the abovesaid property.



PAGE # 3

- e. Title Certificate dated 30/8/2004 issued by S. K. Dubey, Adovcate High Court, in respect of the said property.
- f. Franking Receipt dated 29/3/2005 issued by Indian Bank, D. K. Sandu Marg Branch, for Rs.66,312/- in favour of **MR. PRAVEEN JADHAV, MRS. SAVITA DAMODAR JADHAV & MR. SANJEEV D. JADHAV**, regarding franking of stamps for registration of the agreement for sale, in respect of the abovesaid Flat.
- g. Agreement For Sale dated 15/6/2005 executed between **M/s. R. R. ENTERPRISES through its Proprietor SMT. RANI RAJARAM CHAVAN (Promoter) and MR. PRAVEEN JADHAV, MRS. SAVITA DAMODAR JADHAV & MR. SANJEEV D. JADHAV (Purchasers)**, in respect of the abovesaid flat. The said Agreement is duly registered with the office of Sub Registrar, Kurla-1, bearing registration No.4331/2005.
- h. Receipt No. 4344 dated 15/6/2005 bearing Registration No. BDR3-4331-2005 issued by office of the Sub-Registrar, Kurla-1, in favour of **MR. PRAVEEN JADHAV**, regarding registration of the agreement in respect of the above said property.
- i. Agreement For Sale dated 17/6/2009 executed between **MR. PRAVEEN JADHAV, MRS. SAVITA DAMODAR JADHAV & MR. SANJEEV D. JADHAV (Vendors) and M/s. AGRIMAS CHEMICALS LTD. (Purchasers)**, in respect of the abovesaid flat.
- j. Resolution dated 14/5/2010 passed by the Board of Directors of **M/s. AGRIMAS CHEMICALS LTD. authorizing Mr. Devendra Gulati Authorised Signatory**, to execution and registration the agreement & other documents on behalf of the company, in respect of the said property.
- k. Special Power of Attorney dated 22/4/2009 executed by **MR. PRAVEEN JADHAV, MRS. SAVITA DAMODAR JADHAV & MR. SANJEEV D. JADHAV in favour of MR. DAMODAR BALRAM JADHAV**, regarding registration of sale agreement, in respect of above said property. The said Power of Attorney is duly Notarised.
- l. Franking Receipt dated 22/6/2010 issued by Thane Bharat Sahakari Bank Ltd., Ghatkopar Branch, for Rs.1,92,510/- in favour of **M/s. AGRIMAS CHEMICALS LTD.**, regarding franking of stamps for registration of the deed of transfer, in respect of the abovesaid Flat.
- m. Deed of Transfer dated 22/6/2010 executed between (1) **MR. PRAVIN JADHAV**, (2) **MR. SANJEEV D. JADHAV through their C.A. MR. DAMODAR BALRAM JADHAV** and (3) **MRS. SAVITA DAMODAR JADHAV (Vendors) and M/s. AGRIMAS CHEMICALS LTD. through its G.M. Finance SHRI. DEVENDRA GULATI (Purchasers)**, in respect of the abovesaid flat. The said deed of transfer is duly registered with the office of Sub Registrar, Kurla-3, bearing registration No.5993/2010.



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n. Receipt No. 6004 dated 22/6/2010 bearing Registration No. BDR13-5993-2010 issued by office of the Sub-Registrar, Kurla-3, in favour of **M/s. AGRIMAS CHEMICALS LTD. through (G.M. Finance) MR. DEVENDRA GULATI**, regarding registration of the deed, in respect of the above said flat.

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, Kurla-1 & 3.

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. Yes

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

Ans. 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.,

Ans. No.

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 :**

....5/-



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**AND WHEREAS M/s. R. R. ENTERPRISES** the Promoter is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Kurla, Village Kurla, Taluka Kurla, in the Registration Dist. and Sub Dist. of Mumbai City and Mumbai Suburban admeasuring Survey No. 225, Hissa No. 1A, CTS Nos. 212, 212/1 to 74, 211 and 211/1 (and bearing New CTS Nos. 212(A), 212(B), 212(C), 212(D) and 212(E) also and area of each admeasuring 1443.6 sq. mtrs. 1104.1 sq. mtrs. 989.4 sq. mtrs., 450.6 sq. mtrs, and 951.5 sq. mtrs. respectively) and admeasuring approximately 5835 sq. yds. equivalent to 4939.2 sq. mtrs.

**AND WHEREAS M/s. R. R. ENTERPRISES** the Promoter is developing a portion of the said larger property bearing CTS No. 212-A admeasuring 1443.6 sq. mtrs.

**AND WHEREAS M/s. R. R. ENTERPRISES** the Promoter got the Building Plans sanctioned from the Executive Engineer, Building Proposals (Eastern Suburbs) under No. CE/3040/BPES/A/L and got the IOD issued on 28<sup>th</sup> March, 1989 and works Commencement Certificate issued on 5<sup>th</sup> August, 1989 and the said Plans were amended time to time and last amended on 23<sup>rd</sup> August, 2004 utilizing Transfer of Development Rights (T.D.R) of 614.65 sq. mtrs. on the said property. The copies of the said IOD No. CE/3040/BPES/AL dated 28/3/1989 and Works Commencement Certificate No. CE/3040/BPES/AL dated 5/8/1989 issued by Executive Engineer, (Building Proposals) (Eastern Suburbs) and the said last amended Plans dated 23/8/2004.

**AND WHEREAS M/s. R. R. ENTERPRISES** the Promoter has constructed the Building to "SHEETAL APARTMENT" on the said property and comprising of basement, ground and 5 upper floors as per sanctioned Building Plans having Shops/area in basements/flats.

**AND WHEREAS** Agreement For Sale dated 15/6/2005 is executed between **M/s. R. R. ENTERPRISES through its Proprietor SMT. RANI RAJARAM CHAVAN (Promoter) and MR. PRAVEEN JADHAV, MRS. SAVITA DAMODAR JADHAV & MR. SANJEEV D. JADHAV (Purchasers)**, in respect of the abovesaid flat. The said Agreement is duly registered with the office of Sub Registrar, Kurla-1, bearing registration No.4331/2005.

**AND WHEREAS** thereafter, Agreement For Sale dated 17/6/2009 is executed between **MR. PRAVEEN JADHAV, MRS. SAVITA DAMODAR JADHAV & MR. SANJEEV D. JADHAV (Vendors) and M/s. AGRIMAS CHEMICALS LTD. (Purchasers)**, in respect of the abovesaid flat.

....6/-



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**AND WHEREAS** thereafter, Deed of Transfer dated 22/6/2010 is executed between (1) **MR. PRAVIN JADHAV**, (2) **MR. SANJEEV D. JADHAV** through their C.A. **MR. DAMODAR BALRAM JADHAV** and (3) **MRS. SAVITA DAMODAR JADHAV** (Vendors) and **M/s. AGRIMAS CHEMICALS LTD.** through its G.M. Finance **SHRI. DEVENDRA GULATI** (Purchasers), in respect of the abovesaid flat. The said deed of transfer is duly registered with the office of Sub Registrar, Kurla-3, bearing registration No.5993/2010.

**AND WHEREAS** **M/s. AGRIMAS CHEMICALS LTD.** are the absolute lawful owners of the said property 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 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 Owersnhip

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.,

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



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CLAUSE NO. 14 NOT APPLICABLE

14. If the property has been transferred by way of Gift / Settlement Deed whether:
- The Gift / Settlement Deed is duly stamped and registered;
  - The Gift / Settlement Deed has been attested by two witnesses;
  - The Gift / Settlement Deed transfers the property to Donee;
  - Whether the Donee has accepted the gift by signing the Gift / Settlement Deed or by a separated writing or by implication or by actions.;
  - Whether there is any restriction on the Donor in executing the gift / settlement deed in question.;
  - Whether the Donee is in possession of the gifted property;
  - 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. ;
  - 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.;
- Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.;
  - Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.;
  - In respect of partition by a decree of court, whether such decree has become final and all other conditions / formalities are completed / complied with.;
  - 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 ?;

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

17. a) 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 ?;



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CLAUSE NO.18 NOT APPLICABLE

18. a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection / join in execution, minor's share if any, rights of female members, etc.,  
b) Please also comment on any other aspect which may adversely affect the validity of security in such cases ?,

CLAUSE NO. 19 NOT APPLICABLE

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

CLAUSE NO. 20

20. a) 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

- b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage ?,

Ans N.A

- 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.



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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 resolution has been passed by the company.**

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. N.A

- b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder / developer and as such is irrevocable as per law.,

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. No.

- 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. No.



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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 Copy Verified.

ii. Whether the POA is registered one ?

Ans. No Executed in 2009 hence registration not required.

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

Ans. Special.

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 enforce and not revoked.

g) Please comment on the genuineness of POA ?,

Ans. The POA is valid and genuine and legally proper.

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

Ans. The POA is valid and genuine and legally proper.

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 /



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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. Extract of Property Card, IOD Certificate, Building Commencement Certificate, Building Plans, Agreement for Sale, Special Power of Attorney, Deed of Transfer and Title of Land Owner have been verified. I have also verified and examined the copy of Deed of Transfer dated 22/6/2010 and other papers and documents of the property and the said Deed of Transfer dated 22/6/2010 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 of the said property 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 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.

Ans. **AND WHEREAS M/s. AGRIMAS CHEMICALS LTD. are the absolute lawful owners of the said property 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 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. **Property Tax Receipt to be taken on record.**

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.

....12/-



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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. The valuation report is not submitted and the plans are verified.

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.,



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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.,

**Ans. 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 and should also take on record the Building Completion Certificate when issued by concerned authorities.**

b. I have to further certify that No Objection certificate should be obtained from Builders/Society 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: 23/1/2015.**

**Place: Ulhasnagar**



**{R. C. RAISINGHANI}**  
**ADVOCATE HIGH COURT**  
**BANK'S ADVOCATE**

**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 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 Joint District Registrar class-II (Records) Mumbai Suburban District & Office of the Sub-Registrar Kurla, for period of 30 Years from 1986 to 2015 vide Receipt, 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.

....14/-



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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 of the said property 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 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.**, 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.

**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. Franking Receipt dated 29/3/2005 issued by Indian Bank, D. K. Sandu Marg Branch, for Rs.66,312/- in favour of **MR. PRAVEEN JADHAV, MRS. SAVITA DAMODAR JADHAV & MR. SANJEEV D. JADHAV**, regarding franking of stamps for registration of the agreement for sale, in respect of the abovesaid Flat.

b. Agreement For Sale dated 15/6/2005 executed between **M/s. R. R. ENTERPRISES** through its Proprietor **SMT. RANI RAJARAM CHAVAN (Promoter)** and **MR. PRAVEEN JADHAV, MRS. SAVITA DAMODAR JADHAV & MR. SANJEEV D. JADHAV (Purchasers)**, in respect of the abovesaid flat. The said Agreement is duly registered with the office of Sub Registrar, Kurla-1, bearing registration No.4331/2005.

c. Receipt No. 4344 dated 15/6/2005 bearing Registration No. BDR3-4331-2005 issued by office of the Sub-Registrar, Kurla-1, in favour of **MR. PRAVEEN JADHAV**, regarding registration of the agreement in respect of the above said property.



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d. Franking Receipt dated 22/6/2010 issued by Thane Bharat Sahakari Bank Ltd., Ghatkopar Branch, for Rs.1,92,510/- in favour of **M/s. AGRIMAS CHEMICALS LTD.**, regarding franking of stamps for registration of the deed of transfer, in respect of the abovesaid Flat.

e. Deed of Transfer dated 22/6/2010 executed between (1) **MR. PRAVIN JADHAV**, (2) **MR. SANJEEV D. JADHAV** through their C.A. **MR. DAMODAR BALRAM JADHAV** and (3) **MRS. SAVITA DAMODAR JADHAV** (Vendors) and **M/s. AGRIMAS CHEMICALS LTD.** through its **G.M. Finance SHRI. DEVENDRA GULATI** (Purchasers), in respect of the abovesaid flat. The said deed of transfer is duly registered with the office of Sub Registrar, Kurla-3, bearing registration No.5993/2010.

f. Receipt No. 6004 dated 22/6/2010 bearing Registration No. BDR13-5993-2010 issued by office of the Sub-Registrar, Kurla-3, in favour of **M/s. AGRIMAS CHEMICALS LTD.** through (**G.M. Finance**) **MR. DEVENDRA GULATI**, regarding registration of the deed, in respect of the above said flat.

g. No Objection Certificate issued by Builder/Society regarding mortgage of the abovesaid flat by **M/s. AGRIMAS CHEMICALS LTD.**, in favour of bank.

h. Copy of Building Occupancy Certificate.

i. Share Certificate as and when issued by society.

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

#### SCHEDULE OF PROPERTY

“Flat No. 03, On Ground Floor, Admeasuring Area 37.5 sq. mtrs. (Carpet Area), in the Building known as “SHEETAL APARTMENTS”, situated at **L.B.S. Road, Kurla (W), Mumbai-400070.**”, Situated and constructed on land bearing Survey No. 225(Part), Hissa No. 1A (Part) and CTS No. 212-A, Adm Area 1443.6 Sq.Metres., at Village Kurla, Taluka Kurla, District Mumbai Suburban in the Registration District and Sub- District of Mumbai City and Mumbai Suburban, within the Local limits of Municipal Corporation of Greater Mumbai, State Maharashtra.”

Signed under my hand and seal this 23<sup>rd</sup> Day of January, 2015.



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



Date: 23/1/2015

## SEARCH REPORT

I have taken search in the **Office of Joint District Registrar class-II (Records) Mumbai Suburban District & Office of the Sub-Registrar Kurla, 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	Nil
2003	Nil
2004	Nil
2005	Entry

a. Agreement For Sale dated 15/6/2005 executed between **M/s. R. R. ENTERPRISES through its Proprietor SMT. RANI RAJARAM CHAVAN (Promoter) and MR. PRAVEEN JADHAV, MRS. SAVITA DAMODAR JADHAV & MR. SANJEEV D. JADHAV (Purchasers)**, in respect of the abovesaid flat. The said Agreement is duly registered with the office of Sub Registrar, Kurla-1, bearing registration No.4331/2005.

2006	Nil
2007	Nil
2008	Nil
2009	Nil



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2010 Entry

a. Deed of Transfer dated 22/6/2010 executed between (1) MR. PRAVIN JADHAV, (2) MR. SANJEEV D. JADHAV through their C.A. MR. DAMODAR BALRAM JADHAV and (3) MRS. SAVITA DAMODAR JADHAV (Vendors) and M/s. AGRIMAS CHEMICALS LTD. through its G.M. Finance SHRI. DEVENDRA GULATI (Purchasers), in respect of the abovesaid flat. The said deed of transfer is duly registered with the office of Sub Registrar, Kurla-3, bearing registration No.5993/2010.

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

Signed under my hand and seal this 23<sup>rd</sup> day of January, 2015.



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