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0035882

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.

३१

दस्तऐवज परत केला.

C. R. Raisinghani

M.A., LL.B.

K. C. Raisinghani

B.Com., LL.B.

B. T. Gwalani

B.Com., 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. 04, On Ground Floor, Admeasuring Area 40.0 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/-



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

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

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

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

Ans. **"Flat No. 04, On Ground Floor, Admeasuring Area 40.0 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.



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- e. Title Certificate dated 30/8/2004 issued by S. K. Dubey, Advocate High Court, in respect of the said property.
- f. Franking Receipt dated 16/10/2004 issued by General Stamp Office, Fort Branch, for Rs.66,300/- in favour of **MR. NARAYANAN V. IYER**, regarding franking of stamps for registration of the agreement, in respect of the abovesaid Flat.
- g. Agreement For Sale dated 18/10/2004 executed between **M/s. R. R. ENTERPRISES through its Proprietor SMT. RANI RAJARAM CHAVAN (Promoter) and MR. NARAYANAN V. IYER AND MRS. GAYATRI NARAYANAN IYER (Purchasers)**, in respect of the abovesaid flat. The said Agreement is duly registered with the office of Sub Registrar, Kurla-1, bearing registration No.9738/2004 dated 18/10/2004.
- h. Receipt No. 9744 dated 18/10/2004 bearing Registration No. BDR3-9738-2004 issued by office of the Sub-Registrar, Kurla-1, in favour of **MR. NARAYANAN V. IYER**, regarding registration of the agreement in respect of the above said flat.
- i. Receipts dated 4/11/2004, 3/11/2004 issued by **M/s. R. R. ENTERPRISES** in favour of **MR. NARAYANAN V. IYER AND MRS. GAYATRI NARAYANAN IYER**, regarding Part payments made for the purchase of the above said property.
- j. Agreement For Sale dated 17/6/2009 executed between **MR. NARAYANAN V. IYER AND MRS. GAYATRI NARAYANAN IYER (Vendors) and M/s. AGRIMAS CHEMICALS LTD. (Purchasers)**, in respect of the abovesaid flat.
- k. 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.
- l. Franking Receipt dated 22/6/2010 issued by Thane Bharat Sahakari bank Ltd, Ghatkopar Branch, for Rs.1,92,500/- 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 **MR. NARAYANAN V. IYER AND MRS. GAYATRI NARAYANAN IYER (transferors) and M/s. AGRIMAS CHEMICALS LTD. through its G.M. Finance SHRI. DEVENDRA GULATI (Transferee)**, 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.5992/2010.



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n. Receipt No. 6003 dated 22/6/2010 bearing Registration No. BDR13-5992-2010 issued by office of the Sub-Registrar, Kurla-3, in favour of **M/s. AGRIMAS CHEMICALS LTD. through its G.M. Finance SHRI. DEVENDRA GULATI**, regarding registration of the deed, in respect of the above said property.

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 28th March, 1989 and works Commencement Certificate issued on 5th August, 1989 and the said Plans were amended time to time and last amended on 23rd 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 basesment/flats.

AND WHEREAS Agreement For Sale dated 18/10/2004 is executed between **M/s. R. R. ENTERPRISES through its Proprietor SMT. RANI RAJARAM CHAVAN (Promoter) and MR. NARAYANAN V. IYER AND MRS. GAYATRI NARAYANAN IYER (Purchasers)**, in respect of the abovesaid flat. The said Agreement is duly registered with the office of Sub Registrar, Kurla-1, bearing registration No.9738/2004 dated 18/10/2004.

AND WHEREAS thereafter Agreement For Sale dated 17/6/2009 is executed between **MR. NARAYANAN V. IYER AND MRS. GAYATRI NARAYANAN IYER (Vendors) and M/s. AGRIMAS CHEMICALS LTD. (Purchasers)**, in respect of the abovesaid flat.

AND WHEREAS thereafter, Deed of Transfer dated 22/6/2010 is executed between **MR. NARAYANAN V. IYER AND MRS. GAYATRI NARAYANAN IYER (transferors) and M/s. AGRIMAS CHEMICALS LTD. through its G.M. Finance SHRI. DEVENDRA GULATI (Transferee)**, 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.5992/2010.

....6/-



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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 Ownership

CLAUSE NO. 10 NOT APPLICABLE

10. If leasehold, whether,

- a) Lease Deed is duly stamped and registered.,
- b) lessee is permitted to mortgage the leasehold right.,
- c) duration of the lease/unexpired period of lease.,
- d) If, a sub-lease, check the lease deed in favour of Lessee as to whether lease deed permits sub-leasing and mortgage by Sub-Lessee also.,
- e) Whether the leasehold rights permits for the creation of any superstructure [if applicable]?,
- f) Right to get renewal of the leasehold rights and nature thereof.,

CLAUSE NO. 11 NOT APPLICABLE

11. If Govt. grant / allotment / Lease-cum/Sale Agreement, whether :,

Grant / agreement, etc. provides for alienable rights to the mortgagor with or without conditions.,

The mortgagor is competent to create charge on such property.,

Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.,

CLAUSE NO. 12 NOT APPLICABLE

12. If occupancy right, whether,

- a) such right is heritable and transferable.,
- b) Mortgage can be created,

CLAUSE NO. 13 NOT APPLICABLE

13. Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.,

CLAUSE NO. 14 NOT APPLICABLE

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

- a) The Gift / Settlement Deed is duly stamped and registered;,
- b) The Gift / Settlement Deed has been attested by two witnesses;,
- c) The Gift / Settlement Deed transfers the property to Donee;,
- d) Whether the Donee has accepted the gift by signing the Gift / Settlement Deed or by a separated writing or by implication or by actions.,
- e) Whether there is any restriction on the Donor in executing the gift / settlement deed in question.,



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- f) Whether the Donee is in possession of the gifted property;,,
- g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage. ,
- h) Any other aspect affecting the validity of the title passed through the gift / settlement deed.,

CLAUSE NO. 15 NOT APPLICABLE

15. a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.,
- b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.,
- c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.,
- d) In respect of partition by a decree of court, whether such decree has become final and all other conditions / formalities are completed / complied with.,
- e) Whether any of the documents in question are executed in counterparts or in more than one set ? If so, additional precautions to be taken for avoiding multiple mortgages ?,

CLAUSE NO. 16 NOT APPLICABLE

16. Whether the title documents include any testamentary documents / wills ?,
- a) In case of wills, whether the will is registered will or unregistered will ?,
- b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court ?,
- c) Whether the property is mutated on the basis of will ?,
- d) Whether the original will is available ?,
- e) Whether the original death certificate of the testator is available ?,
- f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator ?

[comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc. which are relevant to 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 ?,
- 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 ?,

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 ?,

....8/-



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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.

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.



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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.

NOT APPLICABLE 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 ?

ii. Whether the POA is registered one ?

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

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



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- 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?].,
- g) Please comment on the genuineness of POA ?,
- h) The unequivocal opinion on the enforceability and validity of the POA ?,

CLAUSE NO. 28 NOT APPLICABLE

28. Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed / stamped/authenticated in terms of the Law of the place where it is executed.,

CLAUSE NO. 29

29. If the property is a flat / apartment or residential / commercial complex, check and comment on the following :

- a. Promoter's / Land owner's title to the land / building, b. Development Agreement / Power of Attorney, c. Extent of authority of the Developer/ Builder, d. Independent title verification of the land and/or building in question, e. Agreement for sale (duly registered), f. Payment of proper stamp duty, g. Requirement of registration of sale agreement, development agreement, POA, etc., h. Approval of building plan, permission of appropriate/ local authority, etc., i. Conveyance in favour of Society / Condominium concerned, j. Occupancy certificate / allotment letter / letter of possession, k. Membership details in the Society, etc., l. Share Certificates, m. No Objection letter from the society, n. All legal requirements under the local / Municipal laws, regarding ownership of flats / apartments/ building Regulation, Development Control Regulations, Co-operative Societies Laws, etc., o. Requirement for noting the Bank charges on the records of the Housing Society, if any, p. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any, q. Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc.,

Ans. The necessary papers and documents viz. Extract of Property Card, IOD Certificate, Building Commencement Certificate, Building Plans, Agreement for Sale, 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.**

....11/-



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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.

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.



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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.,

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



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

....13/-



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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.
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).**

.....14/-



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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 16/10/2004 issued by General Stamp Office, Fort Branch, for Rs.66,300/- in favour of **MR. NARAYANAN V. IYER**, regarding franking of stamps for registration of the agreement, in respect of the abovesaid Flat.

b. Agreement For Sale dated 18/10/2004 executed between **M/s. R. R. ENTERPRISES through its Proprietor SMT. RANI RAJARAM CHAVAN (Promoter) and MR. NARAYANAN V. IYER AND MRS. GAYATRI NARAYANAN IYER (Purchasers)**, in respect of the abovesaid flat. The said Agreement is duly registered with the office of Sub Registrar, Kurla-1, bearing registration No.9738/2004 dated 18/10/2004.

c. Receipt No. 9744 dated 18/10/2004 bearing Registration No. BDR3-9738-2004 issued by office of the Sub-Registrar, Kurla-1, in favour of **MR. NARAYANAN V. IYER**, regarding registration of the agreement in respect of the above said flat.

d. Franking Receipt dated 22/6/2010 issued by Thane Bharat Sahakari bank Ltd, Ghatkopar Branch, for Rs.1,92,500/- 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 **MR. NARAYANAN V. IYER AND MRS. GAYATRI NARAYANAN IYER (transferors) and M/s. AGRIMAS CHEMICALS LTD. through its G.M. Finance SHRI. DEVENDRA GULATI (Transferee)**, 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.5992/2010, alongwith Index-II.

f. Receipt No. 6003 dated 22/6/2010 bearing Registration No. BDR13-5992-2010 issued by office of the Sub-Registrar, Kurla-3, in favour of **M/s. AGRIMAS CHEMICALS LTD. through its G.M. Finance SHRI. DEVENDRA GULATI**, regarding registration of the deed, in respect of the above said property.

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.

.....15/-



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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. 04, On Ground Floor, Admeasuring Area 40.0 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 23rd 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	Entry

a. Agreement For Sale dated 18/10/2004 executed between **M/s. R. R. ENTERPRISES** through its Proprietor **SMT. RANI RAJARAM CHAVAN (Promoter)** and **MR. NARAYANAN V. IYER AND MRS. GAYATRI NARAYANAN IYER (Purchasers)**, in respect of the abovesaid flat. The said Agreement is duly registered with the office of Sub Registrar, Kurla-1, bearing registration No.9738/2004 dated 18/10/2004.

2005	Nil
2006	Nil
2007	Nil
2008	Nil
2009	Nil

.....2/-



PAGE # 2

2010 Entry

a. Deed of Transfer dated 22/6/2010 executed between **MR. NARAYANAN V. IYER AND MRS. GAYATRI NARAYANAN IYER (transferors)** and **M/s. AGRIMAS CHEMICALS LTD. through its G.M. Finance SHRI. DEVENDRA GULATI (Transferee)**, 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.5992/2010.

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

Signed under my hand and seal this 23rd day of January, 2015.



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

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 17/07
DATE : 27th November 2017

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

ADVOCATE

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

Mob. No. 99231 95737, 73503 55531.

Tel. 020 60702233, 25512326

E Mail : rohit_deshpande777@yahoo.co.in



Rohit G. Deshpande

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

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

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

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

1.	a. Name of the Branch/ Business Unit/Office seeking opinion.	The Branch Manager, State Bank of India, Regional Business Office 2, Gurgaon, Haryana.	
	b. Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Verbal	
	c. Name of the Borrower.	M/s. Agrimas Chemicals Limited	
2.	a. Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s. Agrimas Chemicals Limited Through its Director	
	b. Constitution of the unit / concern / person / body / authority offering. The property for creation of charge.	M/s. Agrimas Chemicals Limited Through its Director	
	c. State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As Borrower.	
3.	Complete or full description of the immovable property (ies) offered as security for creation of mortgage whether equitable / registered mortgage.	All the piece and parcel of property bearing Flat No. 04 on the Ground Floor in the Building known as " SHEETAL APARTMENT " admeasuring Carpet area 40.00 Sq. Mtrs. constructed on C.T.S No. 212, 212-A situated at village Kurla (W), Taluka Kurla, District Mumbai City and within the limits of Municipal Corporation of Bombay.	
i)	Survey No.	C.T.S No. 212, 212-A	
ii)	Door No.(in case of house property)	Flat No. 04	
iii)	Extent / area including plinth / built up area in case of house property	Carpet area admeasuring 40.0 Sq. Mtrs.	
iv)	Locations like name of the place, village, City, registration, sub - district etc.	Village Kurla (W), 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
1)	18/10/2004	Agreement for Sale executed between M/s. R. R. Enterprises through its proprietor Mrs. Rani Rajaram Chavan (The Promoter) sold in favour of Mr. Mr. Narayanan Iyer and Mrs. Gayatri Narayanan Iyer by Agreement for Sale registered in the office of Sub Registrar of Assurances, Kurla-I at Serial No.9738/2004 on 18/10/2004.	Photo Copy
	22/06/2010	Deed of Transfer executed between Mr. Narayanan Iyer and	Photo Copy



Rohit G. Deshpande

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

ADVOCATE

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

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		Mrs. Gayatri Narayanan Iyer transferred the right, title and interest 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.5992/2010 on 22/06/2010 along with Receipt.	
3)	03/03/2010	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).

Agreement for Sale:

On perusal of document, it appears that M/s. R. R. Enterprises through its proprietor Mrs. Rani Rajaram Chavan (The Promoter) sold the said Flat No.04 on



Rohit G. Deshpande

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

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

the ground floor in the building known as "Sheetal Apartments" in favour of Mr. Narayanan Iyer and Mrs. Gayatri Narayanan Iyer by Agreement for Sale registered in the office of Sub Registrar of Assurances, Kurla-I at Serial No.9738/2004 on 18/10/2004.

Deed of Transfer:

On perusal of document, it appears that Mr. Narayanan Iyer and Mrs. Gayatri Narayanan Iyer transferred the right, title and interest in respect of the said Flat No.04 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.5992/2010 on 22/06/2010 along with Receipt.

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 revised Commencement Certificate No. B.B/C.E./3040/B.P.E.S.A.L dated 23/08/2004.

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

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





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

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Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS, Near District & Sessions Court, ShivajiNagar, Pune-411005
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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
15.	In case of partition/family settlement deeds, whether the	NA
	a. Original deed is available for deposit if not the modality/procedure to be followed to create to be followed to create a valid and enforceable mortgage.	
	b. Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	
	c. Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	
	d. In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	
	e. Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	



Rohit G. Deshpande

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16.	Whether the title documents include any testamentary Documents /wills?	NA
	a. In case of wills, whether the will is registered will or unregistered will?	
	b. Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NA
	c. Whether the property is mutated on the basis of will?	NA
	d. Whether the original will is available?	NA
	e. Whether the original death certificate of the testator is available?	NA
	f. What are the circumstances and/or documents to establish the will in question is the last and Final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mather./Original title deeds are to be explained.)	NA
17.	a. Whether the property is subject to any wakf rights?	NA
	b. Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	NA
	c. Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	NA
18.	a. Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	NA
	b. Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NA
19.	a. Whether the property belongs to any trust or is subject to the rights of any trust?	NA
	b. Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	NA
	c. If so additional precautions/permissions to be obtained for creation of valid	NA
	d. Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	NA
20.	a. If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	NA
	b. In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the	NA
	c. In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	No
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, Coastal Zone Regulations, Environmental Clearance, etc.)	NA
22.	a. Whether the property is subject to any pending or proposed land acquisition proceedings?	NA
	b. Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	NA
23.	a. Whether the property is involved in or subject matter of any litigation which is pending or concluded?	NA
	b. If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	NA
	c. Whether the title documents have any court seal/marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	NA



Rohit G. Deshpande

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

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**Office No.21 (F402), 'AASMI TOWERS', CTS No.110/15, Plot No.790, CANARA BANK LANE, Opp. SSPMS,
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24.	a. In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	NA
	b. Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	NA
	c. Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	NA
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Yes, Board Resolution Required with of concern Directors
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	NA
27.	Whether any POA is involved in the chain of title?	No
	Whether the POA involved is one coupled with interest, i.e. a Development Agreement cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	No
	a. In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type 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?	NA
	ii. Whether the POA is a registered one?	
	iii. Whether the POA is a special or general one?	
	iv. Whether the POA contains a specific authority for execution of title document in question?	
	b. Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question?(Please clarify whether the same has been ascertained from the office of sub-registrar also?)	NA
	c. Please comment on the genuineness of POA?	NA
	d. The unequivocal opinion on the enforceability and validity of the POA?	NA
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the ext powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.ent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	NA



Rohit G. Deshpande

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ADVOCATE

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Near District & Sessions Court, ShivajiNagar, Pune-411005

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

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.
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	No



Rohit G. Deshpande

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

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39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Valuation Report not provided
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes ✓
42.	In case of absence of original title deeds, details of legal and Other requirements for creation of a proper, valid and Enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	As originals title deeds are in custody of State Bank of Mysore.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	NA
44.	Additional aspects relevant for investigation of title as per local laws.	No
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Completion Certificate ✓
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. Agrimas Chemicals Limited Through its Directors

Date: 27.11.2017

Place: Pune

R. G. Deshpande

Signature of the Advocate



ROHIT G. DESHPANDE
ADVOCATE

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

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Annexure – C**CERTIFICATE OF TITLE**

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

1. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
2. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices, (Sub-Registrar's) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
3. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
4. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1988 to 2017 pertaining to the Immoveable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances. Except the charges of State Bank of Mysore.
5. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, I certify that **M/s. Agrimas Chemicals Limited through its Director as / have** an absolute, clear and Marketable title over the Schedule property/ (ies).
6. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

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

- a. An Original of Agreement for Sale executed between M/s. R. R. Enterprises through its proprietor Mrs. Rani Rajaram Chavan (The Promoter) sold in favour of Mr. Mr. Narayanan Iyer and Mrs.



Rohit G. Deshpande

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

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- Gayatri Narayanan Iyer by Agreement for Sale registered in the office of Sub Registrar of Assurances, Kurla-I at Serial No.9738/2004 on 18/10/2004.
- b. An Original of Deed of Transfer executed between Deed of Transfer executed between Mr. Narayanan Iyer and Mrs. Gayatri Narayanan Iyer transferred the right, title and interest 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.5992/2010 on 22/06/2010 along with Receipt.
 - 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 I**(Description of Flat)**

All the piece and parcel of property bearing **Flat No. 04** on the Ground Floor in the Building known as "**SHEETAL APARTMENT**" admeasuring Carpet area 40.0 Sq. Mtrs. constructed on C.T.S No. 212 situated at village Kurla (W), 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

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Mob. 9923195737 / 7350355531



CHALLAN
MTR Form Number-6

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

Mobile No. : Not Available

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

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही.



11/25/2017

eSearch

MH007594070201718E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
25 Nov 2017	Receipt	Receipt no.: 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'.		



SBM Sushantlok Br

Agrimass Chemicals Ltd.

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

31.07.2003

Name of the unit -		AGRIMAS CHEMICALS LIMITED	
1. DATE OF INSPECTION		01/12/2010	
2. DETAILS OF THE PROPERTY		Boundaries (as in title deeds)	
a) Site Number	4, Ground Floor, Sheetal Apartments	North	
b) Khasra/Plot No	No 4, Ground floor	West	
c) Road/Street	LBS ROAD , KURLA West , Mumbai	South	
d) Measurement	40 SQ MTS	East	
3. IDENTIFICATION OF THE PROPERTY			
a) How the property has been identified		Easily identified.	
b) Whether boundaries confirm to Schedule of relative title deeds		Yes	
c) Whether boundaries are clearly demarcated.		Yes	
4. OWNERSHIP AND POSSESSION OF THE PROPERTY			
a) Name of Registered owner		Agrimas Chemicals Ltd. (FREE HOLD rights)	
b) Name of the person under whose possession the property actually is		Agrimas Chemicals Ltd	
c) How the possession has been ascertained		Legal opinion obtained and physically verified	
d) Tenants if any, in the property		Self occupied	
5. OTHER PARTICULARS			
a. Tenure of the property		For Ever	
b. Access to the property from public road		Well connected by Roads	
c. Nature of the Land		Residential cum commerical	
d. Details of building/Structure of House		The property is on ground floor with free hold rights constructed with standard specifications in a multistoried residential complex . The site situates in one of the most developed and prestigious area of Kurla ,Mumbai. The site is surrounded by prestigious commercial complexes such as Malls, Cinema and other shopping complexes.	



SBM Sushantlok Br

Agrimass Chemicals Ltd.

	The property being on a ground floor enjoys potential as commercial usage.
e. Yearly income from the property	NA
f. Market valued of the property (with brief Note on how value have arrived at and Details of local inquiries made)	Rs 77.47 lacs as per valuation report dated 18/10/10
g. Marketability of Property	Easily Marketable

For STATE BANK OF MYSORE

[Signature]

Manager
Sushant Lok Gurgaon

Signature of the Officials

Signature of Branch Manager





STATE BANK OF MYSORE
Sushant Lok Branch
Gurgaon

Annexure E

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

Name of the Advocate submitted the TIR: Shri Jtender Kumar

Number & Date of TIR : 20.10.2015

Short description of the property covered by TIR: Flat No 4,Ground Floor in Sheetal Apartments at L.B.S Road,Kurla West ,Mumbai-400070

S.No Details Y/ N

S.No	Details	Y/ N
1	Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	Y
2	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	Y
3	Whether the TIR by the advocate is unconditional?	Y
4	If the TIR has any conditions, whether the same are complied with?	Y
5	As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property	Y
6	As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?	Y
7	As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the Bank?	Y
8	As per the TIR, whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee?	N



9	As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security has been examined?	N
10	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank?	Y

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



	Field Officer/ Authorised Officer	Relationship Manager/ Branch Head/Unit Head
Signature		कृते स्टेट बैंक ऑफ मैसूर For STATE BANK OF MYSORE  प्रबन्धक/Manager सुशान्त लोक शाखा, गुरुगांव/Sushant Lok Br., Gurgaon
Name	Sourabh Bakshi	Abhishek Sinha
Designation	Assitant Manager	Branch Manager
Branch/Unit	Sushant Lok,Gurgaon	Sushant Lok,Gurgaon
Date of scrutiny	28/03/2017	28/03/2017



5992

Blanks

D

Deed of transfer

CERSA No
100001433228



Tuesday, June 22, 2010

5:25:25 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 6003

दिनांक 22/06/2010

गावाचे नाव कुर्ला

दस्तऐवजाचा अनुक्रमांक वदर13 - 05992 - 2010

दस्ता ऐवजाचा प्रकार

करारनामा

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

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 460.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (24)

एकूण रु. 30480.00

आपणास हा दस्त अंदाजे 5:40PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.का-कुर्ला 3

बाजार मुल्य: 1728000 रु. मोबदला: 385000 रु.

भरलेले मुद्रांक शुल्क: 192500 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

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

डीडी/धनाकर्ष क्रमांक: 002435; रक्कम: 30000 रु.; दिनांक: 26/05/2010

सह. दुय्यम निबंधक
कुर्ला-३ (वर्ग-२)



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुद्रांकन अहवाल सन 2010

बदर-१३	
५६६८	७
२०१०	

1. दस्ताचा प्रकार :- Deed of Transfer अनुच्छेद क्रमांक २५६
2. सादरकर्त्याचे नाव :- mk Agrimas chemicals 199
3. तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ला
4. गावाचे नाव :- Kurla-1
5. नगरभुमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :- २४१, २४२ to ७४
6. मूल्य दरविभाग (झोन) :- १०४/११२ उपविभाग
7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औद्योगिक
प्रति चौ मी.दर :- ३६०००/-
8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- ५८२००० कागदपत्र / बिल्ट अप चौ.मीटर / फूट
9. कारपार्किंग - गच्ची :- पोटमाळा :-
10. मजला क्रमांक :- उदवाहन सुविधा आहे / नाही
11. बांधकाम वर्ष :- १९९० घसारा :- ११६
12. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
13. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सुचना क्र.:- ज्यान्वये दिलेली बट / बट
14. भाडेकरू व्याप्त मिळकत असल्यास :- १. त्याच्या ताब्यातील क्षेत्र(जुने क्षेत्र) :-
२. नवीन इमारतीत दिलेले क्षेत्र :-
३. भाड्याची रक्कम :-
15. लिख अँड लायसन्सचा दस्त :- १. प्रतिमाह भाडे रक्कम :-
निवासी / अनिवासी २. अनामत रक्कम / आगावू भाडे :-
३. कालावधी :-
16. निर्धारित केलेले बाजारमूल्य :- ९०२५०००/-
17. दस्तामध्ये दर्शविलेली मोबदला :- ३९५०.०००/-



18. देय मुद्रांक शुल्क:- १९२५००/- भरलेले मुद्रांक शुल्क:- १.९२५००/-
19. देय नोंदणी फी:- ३०.०००

लिपीक

सहसुपम निबंधक

452290

खतवारीची प्रत / Party Copy
 ठाणे भारत सहकारी बँक लि.
 शेड्यूल्ड बँक

Thane Bharat Sahakari Bank Ltd.
 Scheduled Bank

दिनांक / Date

रु./Rs.

रु./Rs.

रु./Rs.

रु./Rs.

रु./Rs.

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रु./Rs.

Authorised Signatory
 Thane Bharat Sahakari Bank Ltd.

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

भारत 58551
 127209
 R.01925001-PB5232
 SPECIAL
 ADHESIVE
 JUN 22 2010
 10:51



बदर-१३	yeer
मुद्रांक शुल्क / Stamp Duty	रु./Rs. 192510/-
सेवा आकारणी शुल्क / Service Charges	रु./Rs. 192510/-
No. of Documents	1
एकूण / Total	रु./Rs. 192510/-
अक्षरी रूपये / Amount in Words	One lac ninety two thousand five hundred ten only.

DEED OF TRANSFER

This Deed of Transfer is made and entered into at Mumbai this 22nd day of June, 2010 between **MR. NARAYANAN IYER (2) MRS. GAYATRI NARAYANAN IYER**, all adults, of Bombay, Indian Inhabitant, having their address at 2 Saumya, Road No.2, Pestom Sagar, Chembur, Mumbai – 400 089, hereinafter referred to as **"THE TRANSFERORS"** (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 or meaning thereof mean and include their executors, administrators and permitted assignors), of the **SECOND PART**.

For **AGRIMAS CHEMICALS LTD.**
 Authorised Signatory

Gayatri

मुद्रांक शुल्क भरणाऱ्याचे नाव
 Name of stamp duty paying party
 पत्ता / Address
 समोरेच्या पक्षकाराचे नाव / Name of counter party
 व्यवहाराच्या उद्देशाचे कारण / Purpose of transaction
 ठाणे भारत सहकारी बँक लि.
 Charkopar (E) Branch, Suffire Archade
 Behind Sonai Sejal Jewellers,
 Mumbai-400077.
 रोखपार / Cashier
 22 JUN 2010
 अधिकृत अधिकारी / Authorised Signatory

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

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WHEREAS under an agreement for sale dtd. 18.10.2004 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. 04 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 40.0 sq. mtr. carpet area. Hereinafter referred to as the "said flat" more particularly described in the schedule hereunder written.



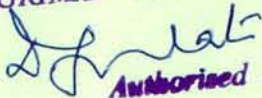
AND WHEREAS the said Agreement for sale dtd. 18.10.2004 is lodged and registered with the Sub Registrar of Assurances, Kurla on 25.10.2004 under Registration No. 10004 on 25.10.2004 at Kurla, upon payment of the entire stamp duty and registration charges thereon.

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

 Authorized Signatory

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AND WHEREAS under an agreement dated 17th 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 ;

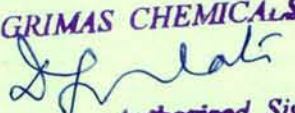
- (i) Rs.3,50,000/- (Rupees Three lacs fifty thousand only) being earnest money.
- (ii) Rs.2.0 lacs (Rs. Two Lacs Only) paid by RTGS.
- (iii) Rs.7,25,061/- (Rupees Seven Lacs Twenty Five Thousand Sixty One Only) vide D D No. 003346 dated 03.04.2010 favouring Canara Bank Loan A/c No. 012961901095.
- (iv) Rs.25,74,939/- (Rupees Twenty Five Lacs Seventy Four Thousand Nine Hundred Thirty Nine only) against handing over all the original title deeds and No Dues Certificate from the Builder including handing over vacant & 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.

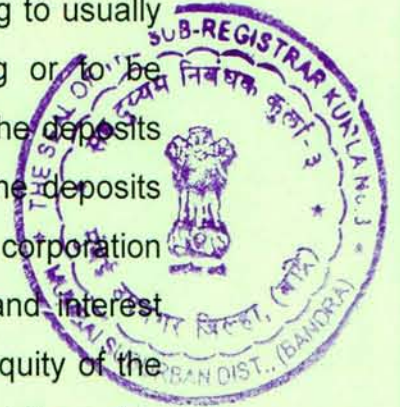
NOW THIS DEED OF TRANSFER WITNESSETH AS UNDER :-

- 1) The Transferor shall sell, transfer and assign all his rights, title and interest in respect of the flat being Flat No. 04 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 40.0 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 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

For AGRIMAS CHEMICALS LTD

 Authorized Signatory

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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 of any such charges payable by the Transferor to the Builder and / or proposed society or to anybody or person

For AGRIMAS CHEMICALS LTD.

[Signature]
Authorised Signatory

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or persons. There is no impediment against the use and transfer of the said flat.

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- 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.
- i) the transferor or any person or persons claiming there from under or in trust for them have not committed or



For AGRIMAS CHEMICALS LTD

[Signature]

Authorized Signatory

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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.
- 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



For AGRIMAS CHEMICALS LTD

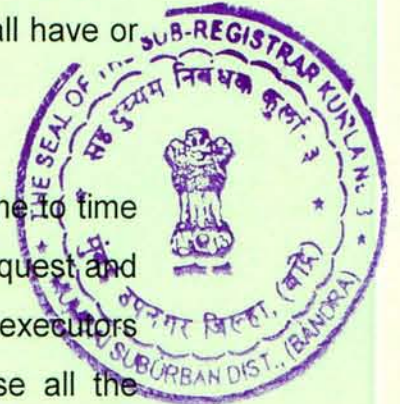
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the transferees deem fit and proper, without any let hindrance denial eviction interruption interference claim or demand of whatsoever nature from any person or persons claiming to be the transferor's respective heirs executors administrators or successors 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-linquished 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 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



For AGRIMAS CHEMICALS LTD

[Signature]
Authorized Signatory

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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 the incidental and out of pocket expenses including registration charges, if any, shall be borne and paid by the transferees only.



For AGRIMAS CHEMICALS LTD.

[Signature]
Authorized Signatory

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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. 04 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

40.0 SQ. MTR. CARPET AREA C.P.S No 211, 212 1/74
of village Kurla II



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

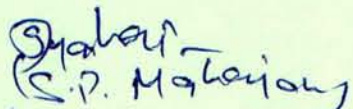
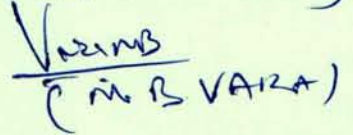
SIGNED, SEALED AND DELIVERED]

By the withinnamed "Transferor"]

(1)MR. NARAYANAN IYER]

(2) MRS. GAYATRI NARAYANAN IYER]

In the presence of]

1. 
(S.P. Mahajan)
2. 
(V. R. VARMA)

SIGNED, SEALED AND DELIVERED]

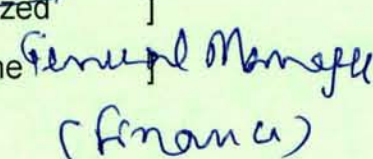
By the withinnamed Transferees]

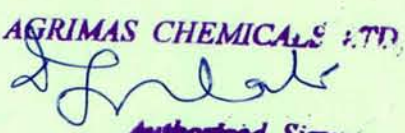
M/S. AGRIMAS CHEMICALS LTD.]

PRIVATE LIMITED In the presence of]

through its authorized person]

Mr. _____ authorized]

hereunto affixed pursuant to the 
(Finance)

For AGRIMAS CHEMICALS LTD.

Authorized Signatory

For AGRIMAS CHEMICALS LTD.

Authorized Signatory



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Resolution passed by its Board of]
 Directors in its Meeting held on]
 the 14th day of May 2010]
 in the presence of

1. Gopalani
(S.P. Mahajan)
2. Narain
(Mishra)



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RECEIPT

Received a sum of Rs.38,50,000/- (Rupees Thirty Eight lacs fifty thousand only) being part consideration in respect of sale of the aforesaid flat, in the following manner :-

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- (i) Rs.3,50,000/- (Rupees Three lacs fifty thousand only) being earnest money
- (ii) Rs.2.0 lacs (Rupees two lacs only) paid by RTGS.
- (iii) Rs.7,25,061/- (Rupees Seven lacs Twenty Five thousand Sixty One only) vide D.D. No. 003346 dated 03.04.2010 favouring Canara Bank A/c. No. 012961901095.
- (iii) Rs.25,74,939/- (Rupees Twenty five lacs seventy four thousand Nine hundred thirty nine only) Demand draft No. 002482 dated 21.06.2010 drawn on HDFC Bank Limited, Mumbai, against handing over all the original title deeds and No Dues Certificate from the Builder including handing over vacant & peaceful possession of the said flat.



We say received Rs.38,50,000/- as aforesaid

MR. NARAYANAN IYER

Gayatri

MRS. GAYATRI NARAYANAN IYER

(Transferors)

① Mahajan
(S.P. Mahajan)

② Masum
(Masum)

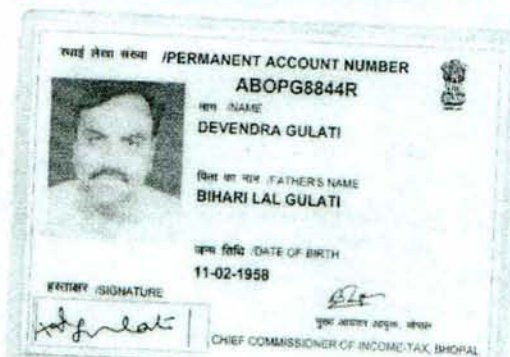
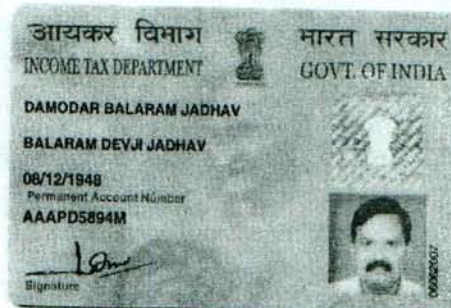
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Annexure - A (Collectively)

बदर - ३

No. 30001 (Gen-723: 10-10-1985) - ENR (29)

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. GE/3040/PPES/NL

VALID UP TO

MUNICIPAL CORPORATION OF GREATER BOMBAY

COMMENCEMENT CERTIFICATE

5 AUG 1986

Permission is hereby granted under Section 45 of the Maharashtra Regional & Town Planning Act (Maharashtra Act No. XXVII of 1966) to MR. R. B. Dnyaneshwar Chavan, applicant to the development work of Building C-A terms. V.V. Nagar, Suburban Dist. (BANGALORE)

premises at Street No. with shops on C.T. Survey No. 211/212

of Village Kule situated at Kule

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 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.

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 lapse shall not bar any subsequent application for fresh permission under Section 44 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. up to plinth level.

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

EXECUTIVE ENGINEER, BUILDING PROPOSALS
(EASTERN SUBURBS)

FOR
MUNICIPAL COMMISSIONER FOR GREATER BOMBAY.

Savita D. Jadhav

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CEI 3040 / BPES / 14001/995
C.C. for Ground floor i.e. slab level.

Executive Engineer Building Proposals
(Eastern Suburbs)

CEI 3040 / BPES / 14001/995
C.C. upto Ground + 1st floor

B Kanade

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

CEI 3010 / BPES / 14001/995

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

B Kanade

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

CEI 3040 / BPES / 14001/995

13.0 APR 2004

Full C.C. as per amended Plans dated 10/4/2004

CEI 3010 / BPES / 14001/995

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

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

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

Savitri D. Jadhu

UB-REGISTRATION

2004

THE SECRETARY

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SPECIAL SURVEILLANCE UNIT (BANGLA)

RULED CARD

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- 1) ल्यूटी. निकलाव अउमेडा
- 2) अंतर्गत अउमेडा



12-71-42

विनयेन प्रार्थना

॥ अथऽप्युपनिषत्सु सुविदुः ॥

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॥ अथ अष्टमः प्रश्नः ॥

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ABCLNDC 4125. 989-02-111

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३३. निम्नलिखित

इत्यंक्षुः जागोत्तरां नहि वाट न वः कुः ॥ १५ ॥

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०५४/७ एडि. ३०.८.१९. अवर- मोद

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आयोगाब सुबे रंता गजाराभ १९७७-७८

गारु कः ७४७७ विज्ञापन विज्ञापन विज्ञापन

रपरेदीनि.र.नं. ६.१०

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Savita D. Jackson

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By

_____ Rk

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Handwritten notes in Tamil script, likely related to the historical context or details of the manuscript.

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292-अ. अक्षांश रेखा.

12/01/2020 12/01/2020 12/01/2020

Exp. 44 2015 to 2016 10/10/15 10/10/15

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1987. 10/10. 11/11. 12/12. 13/13. 14/14. 15/15. 16/16. 17/17. 18/18. 19/19. 20/20. 21/21. 22/22. 23/23. 24/24. 25/25. 26/26. 27/27. 28/28. 29/29. 30/30. 31/31. 32/32. 33/33. 34/34. 35/35. 36/36. 37/37. 38/38. 39/39. 40/40. 41/41. 42/42. 43/43. 44/44. 45/45. 46/46. 47/47. 48/48. 49/49. 50/50. 51/51. 52/52. 53/53. 54/54. 55/55. 56/56. 57/57. 58/58. 59/59. 60/60. 61/61. 62/62. 63/63. 64/64. 65/65. 66/66. 67/67. 68/68. 69/69. 70/70. 71/71. 72/72. 73/73. 74/74. 75/75. 76/76. 77/77. 78/78. 79/79. 80/80. 81/81. 82/82. 83/83. 84/84. 85/85. 86/86. 87/87. 88/88. 89/89. 90/90. 91/91. 92/92. 93/93. 94/94. 95/95. 96/96. 97/97. 98/98. 99/99. 100/100. 101/101. 102/102. 103/103. 104/104. 105/105. 106/106. 107/107. 108/108. 109/109. 110/110. 111/111. 112/112. 113/113. 114/114. 115/115. 116/116. 117/117. 118/118. 119/119. 120/120. 121/121. 122/122. 123/123. 124/124. 125/125. 126/126. 127/127. 128/128. 129/129. 130/130. 131/131. 132/132. 133/133. 134/134. 135/135. 136/136. 137/137. 138/138. 139/139. 140/140. 141/141. 142/142. 143/143. 144/144. 145/145. 146/146. 147/147. 148/148. 149/149. 150/150. 151/151. 152/152. 153/153. 154/154. 155/155. 156/156. 157/157. 158/158. 159/159. 160/160. 161/161. 162/162. 163/163. 164/164. 165/165. 166/166. 167/167. 168/168. 169/169. 170/170. 171/171. 172/172. 173/173. 174/174. 175/175. 176/176. 177/177. 178/178. 179/179. 180/180. 181/181. 182/182. 183/183. 184/184. 185/185. 186/186. 187/187. 188/188. 189/189. 190/190. 191/191. 192/192. 193/193. 194/194. 195/195. 196/196. 197/197. 198/198. 199/199. 200/200. 201/201. 202/202. 203/203. 204/204. 205/205. 206/206. 207/207. 208/208. 209/209. 210/210. 211/211. 212/212. 213/213. 214/214. 215/215. 216/216. 217/217. 218/218. 219/219. 220/220. 221/221. 222/222. 223/223. 224/224. 225/225. 226/226. 227/227. 228/228. 229/229. 230/230. 231/231. 232/232. 233/233. 234/234. 235/235. 236/236. 237/237. 238/238. 239/239. 240/240. 241/241. 242/242. 243/243. 244/244. 245/245. 246/246. 247/247. 248/248. 249/249. 250/250. 251/251. 252/252. 253/253. 254/254. 255/255. 256/256. 257/257. 258/258. 259/259. 260/260. 261/261. 262/262. 263/263. 264/264. 265/265. 266/266. 267/267. 268/268. 269/269. 270/270. 271/271. 272/272. 273/273. 274/274. 275/275. 276/276. 277/277. 278/278. 279/279. 280/280. 281/281. 282/282. 283/283. 284/284. 285/285. 286/286. 287/287. 288/288. 289/289. 290/290. 291/291. 292/292. 293/293. 294/294. 295/295. 296/296. 297/297. 298/298. 299/299. 300/300. 301/301. 302/302. 303/303. 304/304. 305/305. 306/306. 307/307. 308/308. 309/309. 310/310. 311/311. 312/312. 313/313. 314/314. 315/315. 316/316. 317/317. 318/318. 319/319. 320/320. 321/321. 322/322. 323/323. 324/324. 325/325. 326/326. 327/327. 328/328. 329/329. 330/330. 331/331. 332/332. 333/333. 334/334. 335/335. 336/336. 337/337. 338/338. 339/339. 340/340. 341/341. 342/342. 343/343. 344/344. 345/345. 346/346. 347/347. 348/348. 349/349. 350/350. 351/351. 352/352. 353/353. 354/354. 355/355. 356/356. 357/357. 358/358. 359/359. 360/360. 361/361. 362/362. 363/363. 364/364. 365/365. 366/366. 367/367. 368/368. 369/369. 370/370. 371/371. 372/372. 373/373. 374/374. 375/375. 376/376. 377/377. 378/378. 379/379. 380/380. 381/381. 382/382. 383/383. 384/384. 385/385. 386/386. 387/387. 388/388. 389/389. 390/390. 391/391. 392/392. 393/393. 394/394. 395/395. 396/396. 397/397. 398/398. 399/399. 400/400. 401/401. 402/402. 403/403. 404/404. 405/405. 406/406. 407/407. 408/408. 409/409. 410/410. 411/411. 412/412. 413/413. 414/414. 415/415. 416/416. 417/417. 418/418. 419/419. 420/420. 421/421. 422/422. 423/423. 424/424. 425/425. 426/426. 427/427. 428/428. 429/429. 430/430. 431/431. 432/432. 433/433. 434/434. 435/435. 436/436. 437/437. 438/438. 439/439. 440/440. 441/441. 442/442. 443/443. 444/444. 445/445. 446/446. 447/447. 448/448. 449/449. 450/450. 451/451. 452/452. 453/453. 454/454. 455/455. 456/456. 457/457. 458/458. 459/459. 460/460. 461/461. 462/462. 463/463. 464/464. 465/465. 466/466. 467/467. 468/468. 469/469. 470/470. 471/471. 472/472. 473/473. 474/474. 475/475. 476/476. 477/477. 478/478. 479/479. 480/480. 481/481. 482/482. 483/483. 48

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आदेश: २९, २५१७, ६६० ५५.५.५५

2. 29/11/2017

2523-26-92/100

1. 1.2.2017 / 1.2.2017 / n-1.2.2017 / 1.2.2017

ॐ नमो भगवते वासुदेवाय । श्री कृष्णाय नमः ।

29/1/68

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Y.F.P.-40,000-9 60-WOA-6--(Ca) 1843
 शा. 'न.', म. वि., क. ८११६, दि. ११-९-२६.]

फोरी पत्रिका

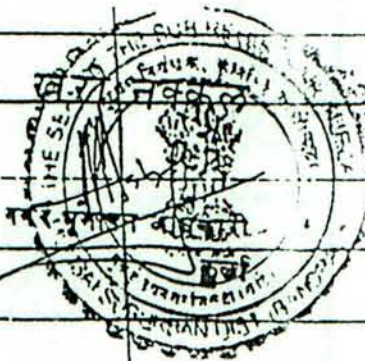
बदर-३	
अभिलेखी. ११ मं.	१५
२०१०	



रा.भा.भरणा	दि. ११/९/०६	राजी राजाराम चव्हाण
संपूर्ण लेख	नदर-३	
दिल्याने	२०८८/२०१	
संपूर्ण लेख	२०८८/२०१	
नॉव कमी.	स्व.हा.	

मार्ग. सं. ५२. जलदादि नॉव. ०६. के. क. ००००००००००

रा.भा.भरणा	दि. ११/९/०६	राजी राजाराम चव्हाण
संपूर्ण लेख	नदर-३	
दिल्याने	२०८८/२०१	
संपूर्ण लेख	२०८८/२०१	
नॉव कमी.	स्व.हा.	



Savita P. Jadhav

१६

the



AGRIMAS FOR AGRIFUTURE

AGRIMAS CHEMICALS
LIMITED

2nd Floor, 7 Community Centre,
Near Sapna Cinema, East of Kailash,
New Delhi-110 065

Ph.: (011) 41620713, 41620714,
41620715, 41620716

www.agrimas.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF M/S AGRIMAS CHEMICALS LIMITED HELD ON 14TH MAY, 2010 AT 3.00 PM AT 5 SANT NAGAR, 3RD 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, L.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.

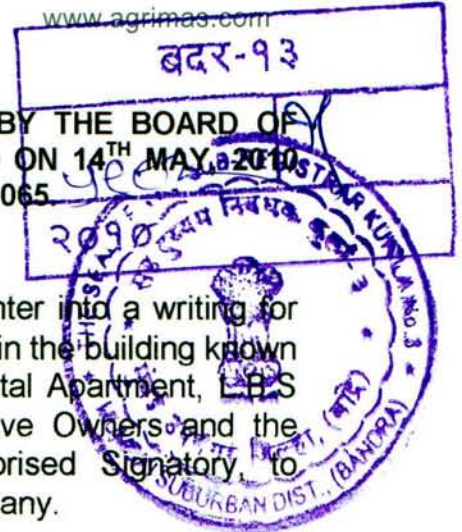
It is hereby further resolved that Mr Devendra Gulati- Authorised Signatory of the Company, for and on behalf of the Company is entitled to Sign, Seal, Execute necessary Deeds, Documents, Writings, Affidavit, Agreement for Sale, Deed of Transfer, Deed of Conveyance, Power of Attorney and other documents 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)



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

CHAVAN BALKRISHNA

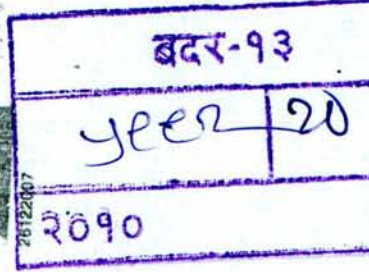
KESHAV CHAVAN

15/03/1970

Permanent Account Number

AISPC5976F


Signature



भारत निवडणूक आयोग
ऑलखपत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD
UFF0483248



मतदाराचे नांव : विक्रम विठ्ठल इंगळे

Elector's Name : Vikram Vilthai Ingle

वडीलाचे नांव : विठ्ठल इंगळे

Father's Name : Vitthal Ingle

लिंग / Sex : पुरुष / MALE

जन्म तारीख / Date of Birth : XX/XX/1953



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

22

बदर-१३	
yeer	23
२०१०	



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

UFF0483248

Address: Zo 182, Ghatkopar Bhim Nagar Zopadpatti, &
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 कारंठा

मतदार नोंदणी अधिकारी

फॅक्सिमिल सिग्नेचर ऑफ
Electoral Registration Officer
for 170-घाटकोपर पूर्व विधानसभा मतदारसंघा

ता बदलविण्याकरिता या कार्डचा नोंदणीकृत मतदार यादीत
समाविष्ट करावे. आणि या मतदाराच्या नंतरचे कार्ड घेण्याकरिता
नामवर आपला कार्ड नंबर असलेल्या निहाय.
In case of change in address, mention this Card No. in
the relevant Form for including your name in the roll at
changed address and to obtain the card with same



22/06/2010

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

5:27:40 pm

सह दु.नि.का-कुर्ला 3

दस्त क्र 5992/2010

दस्त क्रमांक : 5992/2010

दस्ताचा प्रकार : करारनामा

23

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: नारायणन अय्यर - - पत्ता: घर/फ्लॅट नं: 2, सौम्या, रोड नं 2, पेस्तम सागर, चेंबूर मुं 89 गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: AAFPI620	लिहून देणार वय 41 सही <i>N-T</i>		
2	नाव: गायत्री नारायणन अय्यर - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: फॉर्म 60	लिहून देणार वय 33 सही <i>Gayatri</i>		
3	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 <i>Shankar</i>		





दस्त गोषवारा भाग - 2

वदर13

दस्त क्रमांक (5992/2010)

23

दस्त क्र. [वदर13-5992-2010] चा गोषवारा
बाजार मुल्य :1728000 मोबदला 3850000 भरलेले मुद्रांक शुल्क : 192500

दस्त हजर केल्याचा दिनांक :22/06/2010 05:19 PM

निष्पादनाचा दिनांक : 22/06/2010

दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 22/06/2010 05:19 PM

शिक्का क्र. 2 ची वेळ : (फी) 22/06/2010 05:25 PM

शिक्का क्र. 3 ची वेळ : (कबुली) 22/06/2010 05:26 PM

शिक्का क्र. 4 ची वेळ : (ओळख) 22/06/2010 05:26 PM

दस्त नोंद केल्याचा दिनांक : 22/06/2010 05:27 PM

पावती क्र.:6003 दिनांक:22/06/2010

पावतीचे वर्णन

नांव: मेसर्स अंग्रीमास केमिकल्स लिमिटेड तर्फे जी
एम फायनान्स - श्री. देवेंद्र गुलाटी - -

30000 :नोंदणी फी

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

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

30480: एकूण

24

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

ओळख :

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

1) बी. के. चव्हाण- - , घर/फ्लॅट 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/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -

ईमारतीचे नाव: -

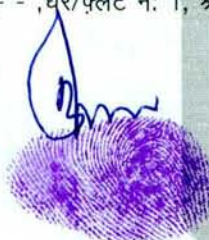
ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



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



प्रमाणित करण्यात येते कि या दस्तामध्ये
एकूण ... (23) ... पाने आहेत.
बदर-१३/१२०१०
पुस्तक क्रमांक १ क्रमांकावर
नोंदला
दिनांक

सह. दुय्यम निबंधक कुर्ला - ३,
मुंबई उपनगर जिल्हा.

BETWEEN

MR. NARAYANAN IYER &
MRS. GAYATRI NARAYANAN IYER
... TRANSFEROR

AND

M/S. AGRIMAS CHEMICALS
LIMITED,

... TRANSFEREE

Summa
10.6.10

DEED OF TRANSFER

Dated this day of June, 2010

C

04

Agreement for Sale



महाराष्ट्र MAHARASHTRA

BW 322701

General Stamp Office, Mumbai.
L.S.V. No. 694

26 MAY 2009

Proper Officer

SHRI. L. S. BAMBLE

दि. 26 मई 2009 को, शा. न्या. न्यायिक, मुंबई
 355 17 JUN 2009
 न्यायाधीश/श्री/श्रीमती
 याना न्यायाधीश मुद्रांक ३
 विक्रय.

①
 मुद्रांक विक्रय
 किर्ती अशोक वाटे

AGREEMENT FOR SALE

This agreement for sale is made and entered into at Mumbai this 17th day of June 2009 between (1) **MR. NARAYANAN V. IYER & (2) MRS. GAYATRI NARAYANAN IYER** both adults, of Bombay, Indian inhabitant, having their address at No.2, Saumya, Road No.2, Pestom Sagar, Chembur, Mumbai – 400 089, 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

N. V. Iyer
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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. 18th October, 2004 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. 04 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 40.00 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. 18th October, 2004 is lodged and registered with the Sub Registrar of Assurances, Kurla, on 18th October, 2004 under Registration No. 9744/2004 on 18.10.2004 upon payment of the entire stamp duty and registration charges thereon.

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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 Municipal 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. 15,06,491/- (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. 04 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 40.00 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 :-

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- 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 31st 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(a) It is hereby agreed that the total consideration shall be paid on or before 31st July, 2009. In case for any reason whatsoever, the Purchaser commits default in making the payment of balance amount upto 31st 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 1st August, 2009 and such delayed period shall not exceeds in any event beyond 31st 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, lispens 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

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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.

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- 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

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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. 15th 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

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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. 04 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 40.0 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 "Sellers"]

(1) MR. NARAYANAN V. IYER]

(2) MRS. GAYATRI NARAYANAN IYER]

In the presence of]

1.

2.

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. 248820 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. NARAYANAN V. IYER

(2) MRS. GAYATRI NARAYANAN IYER