NOGPUR 123050/-

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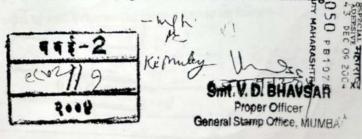
SALE DEED



THIS SALE DEED IS MADE AND ENTERED INTO AT MUMBAI this game day of Movember/ December in the Christian Year Two Thousand and Four BETWEEN 1.) MRS. MEERA P. LIMAYE and 2.) DR. MR. PANDURANG V. LIMAYE both adult Indian Inhabitants of Mumbai presently residing at flat no. 704, Bldg. No. 6-1, Moraj Residency, Bhimraj Complex, Palm Beach Road, Sanpada, Vashi - 400 705, Navi Mumbai hereinafter called "THE TRANSFERRORS" (which expression shall unless it be repugnant to the context or meaning thereof, mean an include their respective heirs, executors and administrators) of the OMEP PART;

AND

MRS. KIRAN MULEY also an adult Indian Inhabitant of Mumbai, for the purposes of the present deed having her address at Flat no. 1, Ground floor, Bethania, 42, A College Lane, Near Dadar Portuguese Church, Mumbai - 400 028 hereinafter called "THE TRANSFEREE" (which expression shall unless it be repugnant to the context or meaning.



thereof, mean and include her heirs, executors, administrators and assigns) of the OTHER PART;

WHEREAS:-

- The Transferors are seized and possessed of or otherwise well and sufficiently entitled to flat bearing no. 1 admensuring 755 sq. ft. of built up area on the Ground floor of the building known as "THE BETHANIA" of the Bethania Co-operative Housing Society Ltd. and situated at 42 a, college Lane, Dadar, Mumbai 400 028 (hereinafter referred to as "the said Flat").
- b) The Transferor is also the registered member and shareholder of The Bethania Co-operative Housing Society Limited having its registered address at 42A, College Lane, Dadar, Mumbai (hereinafter referred to as " the said Society") and as such is the registered holder of the following shares:

i. 25 (twenty-five) shares of Rs. 100/- (Rupees One Hundred only) each, of the aggregate value of Rs. 2500/- (Rupees Ts. thousand five hundred only) bearing distinctive Nos. from 351 375 (both inclusive) all comprised under share certificate no. 28,

ii. 5 (five) shares of Rs. 100/- (Rupees One Hundred Only) each, of the aggregate value of Rs. 500/- (Rupees Five Hundred only) bearing distinctive numbers from 461 to 465 (both inclusive) all comprised under the share certificate of the society bearing no. 42,

iii. 1 (One) share of Rs. 100/-/Earling Hundred Only) bearing distinctive number 482 conversed under the share certificate of the society bearing no. 47

iv. 1 (One) share of Rs. 100/ (Rupers One Harried Only) bearing distinctive number 484 colorised under the share certificate of the society bearing no. 49



all of the aforesaid issued by the said Society in respect of the ownership of the said Flat. The aforesaid shall be hereinafter collectively referred to as "the said shares". The said Flat and the said shares are more particularly described in the Schedule hereunder written and shall hereinafter unless referred to individually shall be collectively referred to as " the said premises".

- c) The said flat was originally purchased by the Transferors from Farrokh Engineer and Iqbal M. Yusuf under an agreement dated 8 April, 1993. The Transferors have paid the full consideration to the said Farrokh Engineer and Iqbal M. Yusuf and compiled with all their obligations under the aforesaid agreement and since then are in lawful occupation of the said flat as absolute owners thereof.
- (d) The Transferors are entitled to sell, transfer, convey and assign all his right, title and beneficial interest in the said flat no.1 on the ground floor of the building known as "Bethania" of the said Society and also the said shares in favour of the Transferee;
- (c) The Transferee has under the agreement dated 8th April, 1993 agreed to purchase and acquire from the Transferor the said premises together with all right, title and interest of the Transfer therein, free from all encumbrances and reasonable doubts for a total consideration of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) on the terms and conditions recorded therein.
- (f) The said society has issued its' NOO to admit the Transactic as its member in respect of the said premates.
- (g) In pursuance of the above, the parties are executing to present

 Deed of Transfer to record the agreement between them

 and complete the transaction.

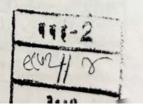
NOW THIS DEED WITNESSETH and it is hereby agreed confirmed and recorded by and between the parties hereto as follows:-

2. The Transferee has on or before the execution of this deed passing of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) being the full and final consideration (the payment and receipt whereof the Transferors doth and each of them do hereby admit, confirm and acknowledge) and the parties have completed the transaction as herein stated.

Twenty-Five Lakhs Only).

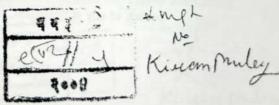
3. The Transferors have on executary thereof handed ever quiet, vacant and peaceful possession the said that to the transferre as absolute owner thereof.

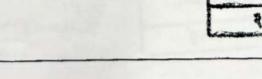
4. The Transferce shall hereinafter be inhormed to quietly and peacefully possess, occupy, enjoy and hold the said premises together with all deposits and amounts lying to the credit of the Transferor in the said Society's account for unto and to the use and benefit of the Transferee without any hindrance, tien, charge, interest, denial, demand, interruption, eviction or claim of whatsoever nature from the Transferor or any person or persons claiming through, under or in trust for the Transferor.

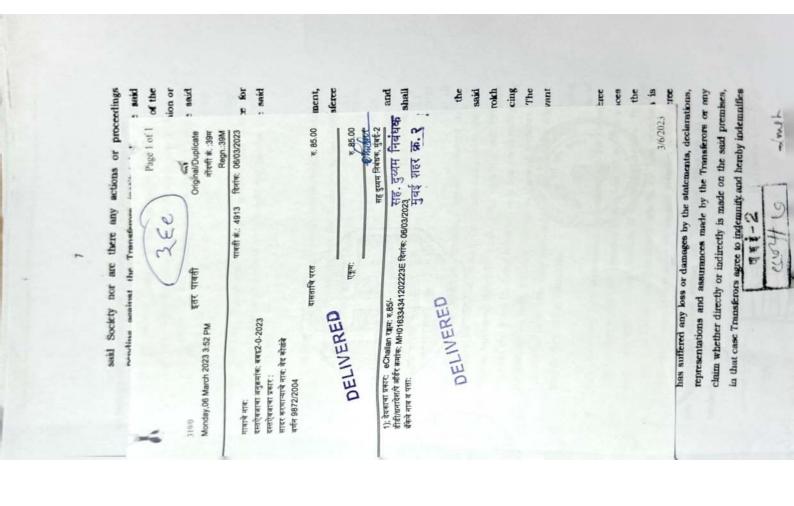


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- 5. The Transferors do and each of them does hereby further agree and undertake that from time to time and at all times hereafter, at the request and cost of the Transferee herein, that they shall do and execute all documents, deeds and writings whatsoever as may be necessary for better and more perfectly transferring the right, title, interest and benefit of the Transferee in the said premises and every part thereof to the exclusive use and benefit of the Transferee as aforesaid.
- The Transferors declare and have represented, covenanted and assured to the Transferee:-
 - (a) That the Transferors have duly paid and discharged in full all the dues and liabilities in respect of the said premises including the Municipal outgoings, taxes, rates, maintenance charges etc. payable to the said society upto the date hereof;
 - (b) That the Transferor are the sole and absolute owners and beneficiaries of the said premises duly standing in the name of the Transferors in the books and all other records of the said society and are absolutely entitled to the same and to all incidental rights thereto and to the exclusive right to the use, enjoyment and occupation of the said Flat and except the Transferors no other person or person in the said premises;
 - (c) That notwithstanding any act deed, matter or thing whatsoever done, omitted by the mansterors or any person or person lawfully or equitably claiming by the through, or in trust for the transferors, the Transferors have full power and absolute authority in their own right to transfer the said premises and to relinquish and transfer all their right, title and interest therein in favour of the Transferee;







loss, damages, cost and expenses water may be suffered by the loss, damages, cost and of above and the Transferors of Transferors of a secount of above and of and of a second o Transferee on accountricing and or his nominees and or succession in title for the same.

- The Stamp duty and registration charges (if any) shall be bother The Stamp duty man and state of the Transfer charges and the and paid by the Transfer of alone. The said society for transfer and the and paid by the Hauser of donations/contributions payable to the said society for transfer donations/contributions payable to the said society for transfer of donations/contributions from the Transferee shall be borne and the said premises in favour of the Transferee shall be borne and paid by the parties equally. 10
- The aforesaid recitals and the agreement dated 8-12-2004 carties The aforesaid recuises hereto shall from integral part of this executed between the parties hereto shall from integral part of this instrument 11.
 - be appointed by each of the parties and the two appointed arbitrators shall appoint the third arbitrator who shall eact as the in the event of any dispute or differences arising between Transferors and the Transferees hereto concerning or relating to the interpretation or effect of any provisions thereof or relating to the same shall be referred to arbitration of three arbitrators, one the liability or obligation on the part of any of the parties herete presiding arbitrator. The award passed by them shall be binding on both the parties. The arbitration shall be in Mumbai and in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory mod enhancements thereof for the time being in for 12.

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This Agreement is made at Mumbai Mumbai Jurisdiction. 13.

delivered these presents at Mumbai the day and year first hereinabove IN WITNESS WHEREOF the parties hered

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SCHEDULE ABOVE REFERRED TO:

Flat bearing no. 1 admeasuring 755 sq. ft. of built up area on the Ground floor of the building known as " THE BETHANIA" of the Bethania Co-operative Housing Society Ltd. and situated at 42 A, college Lane, Near Portuguese Church, Dadar, Mumbai - 400 028 together with the following shares:

thousand five hundred only) bearing distinctive Nos. from 351 to i. 25 (twenty-five) shares of Rs. 100/- (Rupees One Hundred only) each, of the aggregate value of Rs. 2500/- (Rupers Two 375 (both inclusive) all comprised under share certificate no. 28, ii. 5 (five) shares of Rs. 100/- (Rupees One Hundred Only) each, of the aggregate value of Rs. 500/- (Rupees Five Hundred only) bearing distinctive numbers from 461 to 465 (both inclusive) all comprised under the share certificate of the society bearing no. 42, iii. 1 (One) share of Rs. 100/- (Rupees One Hundred Only) bearing distinctive number 482 comprised under the share certificate of the society bearing no. 47,

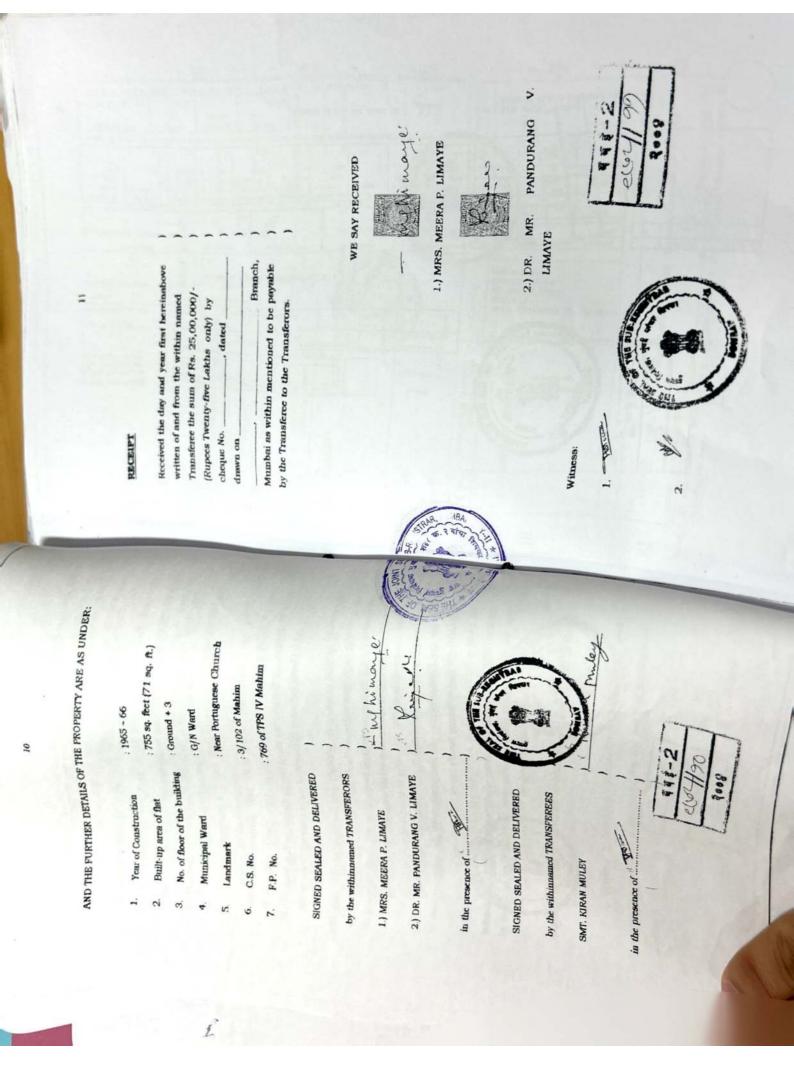
iv. 1 (One) share of Rs. 100/- (Rupees distinctive number 484 comprised u the society bearing no. 49

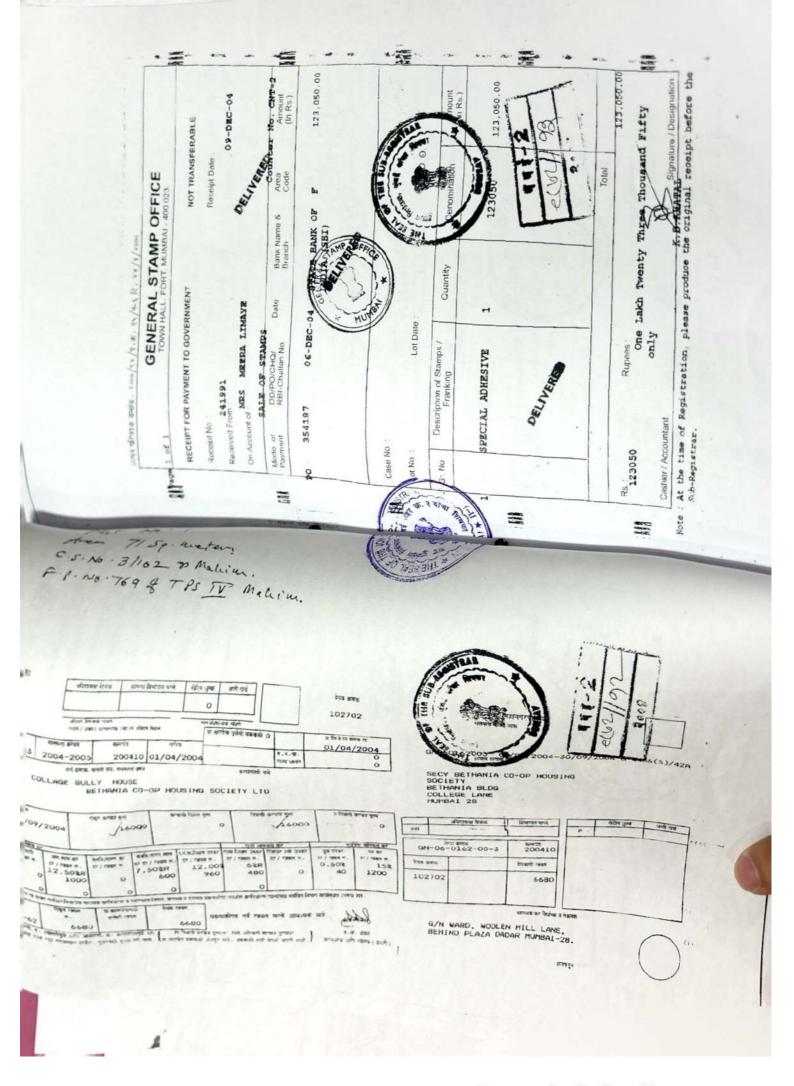
all of the aforesaid issued by the said Society of the said Flat.

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Ravi T. Pal

M.Com, LL.B, PG Diploma In Cyber Law.

Wrushali B. Walokar (Pal) B.A, LL.B, M.I.R.P.M

(M) 9822877662 (M) 9850081211

e-mail- ravi.legalremedy@gmail.com, wrushalipaladv@gmail.com

Resident & Correspondence: House No. 603/A, Behind Amardeep Cinema, Anaj Bazar, Itwari, Nagpur - 440 002.

Office: 301, 3rd Floor, Amrut Tara Society, Bhaji Mandi, Itwari, Nagpur - 440 002.

INTERIM TITLE VERIFICATION REPORT

TO THE TITLE REPORT BY ADVOCATE SHRI P. S DESHMUKH DATED 03.02.2012 AND MY INTERIM TITLE VERIFICATION REPORT DATED 02.12.2019 IN RESPECT OF PROPERTY BELONGING TO SHRI SIDDHARTH JAYANT MULEY AND SHRI JAYANT DIWAKAR MULEY R/O NAGPUR.

Reg: Property situated at Nagpur

| | ASPECT TO BE CONSIDERED | COUNSEL'S STATEMENT |
|----|--|--|
| A. | PARTICULARES | |
| 1. | Name of the borrower with address: | MPA Projects Private Limited formerly known as M/s M. P Associates Contractors Pvt. Ltd., Nagpur. |
| 2. | Name of the person offering Mortgage with percentage /constitution and address: | Shri Siddharth Jayant Muley And Shri Jayant Diwakar Muley R/o Flat No. 401, Pancham Villa, 124-126, Mahalaxmi |
| 3. | Details of the property to be mortgaged: as per title Deed As per present Position | THE UNDIVIDED 13.669% share and interest in ALL THAT Piece and Parcel of land bearing Plot Nos. 124, 125(Part), 125(W) and 126 total containing by admeasurement 418.06 Sq. Mtrs. being the portion of land bearing Kh Nos. 79/2 of Mouza-SOMALWADA, TOGETHERWITH the entire R.C.C superstructure comprising APARTMENT No. 401, covering a built up area of 54.666 Sq. Mtrs. on the FOURTH FLOOR of the building constructed thereon and |
| | INVESTIGATIONS | known and styled as "PANCHAM VILLA", bearing Corporation House No. 3498/A/125/401, City Survey No. 547, situated Near Manish Nagar, Beltarodi Road, Behind Kachore Lawn, Somalwada, Nagpur, within the limits of Nagpur Municipal Corporation Ward No. 15, in Tahsil and district Nagpur. |
| В. | INVESTIGATIONS | Tailsii and district Nagpur. |
| | Details of the title deeds/documents)including link Dees/ parent deeds) to be deposited for creation of the mortgage (with full particulars regarding nature of documents date of execution and details of istration) | 1. All Documents As Per Earlier Search Of Title Report By Advocate Shri P. S Deshmukh Dated 03.02.2012 and my Interim Title Verification Report dated 02.12.2019. |
| | | 2. Recent Akhiv Patrika and current Tax Receipt |

- Whether certified copies have been obtained from the Registrar's office.
- Whether the documents in hand are compared with the documents copies and whether the documents given raise any doubt or suspicion
- Whether the registration particulars number and date and page particulars as given in the title deed shown to the counsel tally with the particulars as stated in the records of the registrar's office.
- 5. Whether the registration particulars number and date and page particulars as given in the title deed tally with the particulars as stated in the certified copy as obtained from the registrar's office.
- 6. Whether the photographs of parties as affixed in conveyance deed/title deed tally with photograph seen in the certified copy as obtained from the registrar's office
- 7. Whether the contents of the as given in the title deed tally with verbatim with title deed tally verbatim with the contents as stated in the certified copy as obtained from the registrar's office. If not variation be specified. What is its effect.
- 8. Whether the property has been mutated in the name of the person offering the mortgage.
- 9. Whether equitable mortgage can be created at the place where the branch disbursing the loan is situated?
- 10. Whether there is any bar under any local law for creation of the mortgage of the property to be mortgaged (in some states, there are legal restriction on creation of the mortgage of the agricultural property for non-agricultural purpose)
- 11. Whether there are any restriction regarding sale of the property to be mortgaged (in some states, there are restriction for sale of the property to residency outside the state
- 12. Whether all the approvals, clearance/sanctioned required for creation of the mortgage have been obtained, what are such sanctioned, approvals and clearance yet to be obtained?

Already obtained at the time of earlier title verification report

YES- the documents in hand are compared with the documents copies and that the documents did not give raise any doubt or suspicion.

YES- the registration particulars number and date and page particulars as given in the title deed shown to the counsel tally with the particulars as stated in the records of the registrar's office.

YES- the registration particulars number and date and page particulars as given in the title deed tally with the particulars as stated in the certified copy obtained from the registrar's office.

YES- the photographs of parties as affixed in conveyance deed/title deed tally with photograph seen in the certified copy.

YES - the contents of the title deed tally with the certified copy obtained from the registrar's office and I have not found any variation in the same.

YES- property has been mutated in the name of the person offering the mortgage

Property is <u>already mortgaged</u> with Punjab National Bank, Dharampeth Branch, Nagpur.

Property is already mortgaged with Punjab National Bank, Dharampeth Branch, Nagpur.

Property is already mortgaged with Punjab National Bank, Dharampeth Branch, Nagpur

Property is already mortgaged with Punjab National Bank, Dharampeth Branch, Nagpur

| 13. | Whether the property is ancestral/or under joint ownership or the minor is having interest in the property. If so its effect thereof. | |
|-----|--|--|
| 14. | Whether the property to be mortgaged has been acquired under land acquisition act, 1894. | |
| 15. | Whether urban land ceiling act is applicable in the state where the property is located | -NO- |
| 16. | In case of leasehold property, whether permission/NOC from the lessor is required for creation of mortgage. Whether permission of the lessor /NOC is obtained | |
| 17. | What is the rate of sharing of unearned income with lessor, in the event of sale of the property | -NA- |
| 18. | Whether copy of title deed favouring lessor (other than Govt.) | -NA- |
| 19. | Whether terms & condition given in the lease deed have been complied with. If any condition is violate, effect thereof. | -NA- |
| 20. | Whether any permission of Income Tax Authorities/Assessing Officer is required under the provisions of Income Tax Act for creation of mortgage or any certificate is tobe submitted to the Bank to show that no dues are outstanding to the Income Tax Department? | -NA- |
| 21. | In respect of agriculture land, whether land is declared surplus or under consolidation of holdings. | -NO- |
| 22. | Whether certified copies of revenue record has obtained and examined to confirm that no dues are outstanding towards the mortgagor (copies of revenue record be submitted to the Bank while submitting the certificate of Title Investigation.) | -YES- / |
| 23. | Confirm that the properties mortgaged/ property to be mortgaged are SARFAESI compliant or not. (YES/No, in case of the No details along with the reasons, justifications and action proposed should be furnished.) | YES- the properties mortgaged/ property to be mortgaged are SARFAESI compliant |

Date: 22.02.2021 Nagpur

(RAVI T. PAL) Advocate



CHALLAN MTR Form Number-6



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it ID : Mobile No. : 982287766; ils challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document न "दाइप ऑफ पेमेंट" मध्ये नमुद कारणासाढीच लागु आहे इंदर कारणांसाढी किंवा नोदणी न करावयाच्या दस्तासाठी लागु नाही .



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Print Date 22-02-2021 10:40:08

Ravi T. Pal

M.Com, LL.B, PG Diploma In Cyber Law.

Wrushali B. Walokar (Pal)

B.A, LL.B, M.I.R.P.M

(M) 9822877662 (M) 9850081211

e-mail- ravi.legalremedy@gmail.com, wrushalipaladv@gmail.com

Resident & Correspondence: House No. 603/A, Behind Amardeep Cinema, Anaj Bazar, Itwari, Nagpur - 440 002.

Office: 301, 3rd Floor, Amrut Tara Society, Bhaji Mandi, Itwari, Nagpur - 440 002.

ANNEXURE -V

CERTIFICATE

REFERANCE NO.

ENTRY SERIAL NO. MH011978065202021E, REGISTRAR NAGPUR OF YEAR 2019 to 2021

The manger BO: Punjab National Bank Nagpur.

Opinion on investigation of title and obtaining of search report in respect of property - Belonging to SHRI SIDDHARTH JAYANT MULEY AND SHRI JAYANT DIWAKAR MULEY

As request, I have conducted the legal investigation of the Title and made a search of records in the registration office and other offices as required in the matter.

I hereby answered all the queries in the Special Report which is enclosed.

I hereby certify that the registration particulars-number, date and page particulars etc., as shown in the original title deed and contents thereof tally with the information as stated in the records of Sub-Registrar/Registrar of assurance as well as with certified copy of the title Deed, which was obtained by me is enclosed with this certificate.

I further certify that the photograph of previous owner and of intending mortgagor affixed/seen in the title deed tally with records of registration office as well as certified copy of the title deed.

Chain of title relating to the property is complete as given in the Annexure hereto.

I have verified, tallied and compared these documents from the records of the offices of Sub-registrar/Registrar of assurance and also from the records of other appropriate authorities.

- 1. Sub Registrar Office, Nagpur
- 2. NMC etc.

I shall be liable/responsible, if any loss is caused to the Bank due to negligence on my part in making the search and Bank has the unqualified right to published my name for including in the caution list being maintained by the INDIAN BANK'S ASSOCIATION OR RESERVE BANK OF INDIA OR ANY OTHER SUCH BODY for circulation amongst Bank's/ financial Institution.

The search report of which is annexed hereto, conducted by me, for the period from 02.12.2019 to 22.02.2021 disclosed that the Property is currently Mortgaged with Punjab National Bank, Dharampeth Branch, Nagpur.

I have no given /have given opinion earlier on investigation of Title relating to the same property as detailed hereunder:

- (a) Name of the lender- NA
- (b) Date of opinion & reference no- NA
- (c) Remarks- NA

I find following defects/no defects in the title of the person offering mortgage:-

I hereby certify that borrower has a clear, valid and marketable title over the above said property and it is currently mortgaged with Punjab National Bank, Dharampeth Branch, Nagpur.

The valid mortgage can be created by deposited of the following original title deed. The said title deed are original and genuine and are not duplicate or fake as observed by me-

 All Documents As Per Earlier Search Of Title Report By Advocate Shri
 P. S Deshmukh Dated 03.02.2012 and my Interim Title Verification Report dated 02.12.2019.

Advocate

3. Recent Akhiv Patrika and current Tax Receipt



