

/शवती पावती क्र. : 5964 दिनांक : 21/05/2010

Original नॉंदणी 39 म. Regn. 39 M

गावाचे नांव : ताडदेव

द्दस्तऐवजाचा अनुक्रमांक : बबई3 - 5048 - 2010

दस्त ऐवजाचा प्रकार

: अभिहस्तातंरणपत्र

सादर करणा-याचे नाव :

मे कर्मा कॉनप्रो प्रा लि तर्फ संचालक संजय पुखराज बाफना

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 94

₹.30,000.00 ₹.1,900.00

एकुण रु.31,900.00

भापणास हा दस्त अंदाजे ४:24PM ह्या वेळेस मिळेल

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sued by : Stanterum lock Holding Corporation of India Ltd

ocation : SRO-CUSTOM

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TOM/ MH-MUM 3471391

aram Street Grant Road Mumbai

मोबदला : रू.10,000,000

nजार मुल्य : रु.5,329,000/-

ररलेले मुद्राक शुल्क : रु.500,000/-

) देयकाचा प्रकार :By Demand Draft रक्कम: रु.30,000 डीडी/ धनादेश क्रमांक :708356 दिनांक :18/05/2010 DELIVE INE

वैंकेचे नाय य पता :इंडसइंड वॅक मुं 04

) देयकाचा प्रकार :By Cash रक्कम: रु.1,900

INDENTURE BETWEEN

VENDORS

! (1) MR . SAIFEE NURUDDIN KHAMBATY

(2) MR. SHABBIR NURUDDIN KHAMBATY

KARMA CONPRO PVT. LTD. PURCHASERS :



INDIA NON JUDICIAL Government of Maharashtra

e-Stamp



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

....

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-MH00926312092864I

: 19-May-2010 02:48 PM

: SHCIL (FI)/ mhshcil01/ SRO-CUSTOM/ MH-MUM

SUBIN-MHMHSHCIL0100961402647139I

: Karma Conpro Pvt Ltd

Article 25(b)to(d) Conveyance

: C S No 1/141 Tardeo Division Balaram Street Grant Road Mumbai

1,00,00,000

(One Crore only)

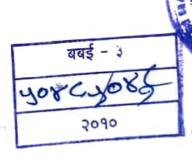
: Saifee Nuruddin Khambaty And Shabbir N Khambaty

Karma Conpro Pvt LtdKarma Conpro Pvt Ltd

5,00,000

(Five Lakh only)





Please write or type below this line-----

INDENTURE BETWEEN

VENDORS

! (1) MR . SAIFEE NURUDDIN KHAMBATY

(2) MR. SHABBIR NURUDDIN KHAMBATY

PURCHASERS : KARMA CONPRO PVT LTD.

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THIS INDENTURE is made at Mumbai this 21 day of May in the Christian Year Two Thousand Ten BETWEEN (1) MR. SAIFEE NURUDDIN KHAMBATY AND (2) MR. SHABBIR NURUDDIN KHAMBATY, both of Mumbai Indian Inhabitants, residing at Pehelvi Building, 2nd Floor, Dr. Bhadkamkar Marg Mumbai-400 007 hereinafter referred to as th (which expression shall unless it be repugnant to meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the ONE PART; AND KARMA CONPRO PVT LTD., a Company incorporated under the Companies Act, 1956 having its registered office at 27, Gurjas Building, Office No.1, Sadashiv Cross Lane, Girgaum, Mumbai-400 004, hereinafter referred to

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as "THE PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors in title and permitted assigns) of the OTHER PART:

WHEREAS:

- (a) By an Indenture dated 15th April, 1980, registered with the Sub-Registrar of Assurances at Mumbai under Sr.

 No.970/1980 and made between one Mr. Ravindra Ramrao

 Mankar & Ors. as the Vendors therein and Nuruddin Abdul

 Rahim as the Purchaser therein, the said Vendors thereby sale transfer convey unto the Purchaser therein, all that piece or parcel of land or ground together with structure standing thereon situate lying and being at Balaram Street, Grant Road, Mumbai containing admeasurement 321. sq. mtrs. or thereabouts bearing

 C.S. No.1/141 of Tardeo Division and more particularly described in the Schedule thereunder written on terms and add a conditions therein contained;
 - (b) The said Nuruddin Abdul Rahim died on 1st November, 1987, living behind his widow Fatemabai, his three sons (1) Dr. Yunus Nooroodin Khambaty, (2) Saifee Nuruddin Khambaty and (3) Mr. Shabbir Nuruddin Khambaty and his three daughters (1) Zaitoon Shoabbhai Khambaty, (2) Samina Abdul Kader Khambaty And (3) Rehana Kuresh

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Khambaty as his only heirs and legal representatives in accordance with the law by which he was governed.

- By Deed of Assignment dated 11th April, 1988 registered (c) with the Sub-Registrar of Assurances at Mumbai under Sr. No.PBBE 170/88 the said Fatemabai (widow of Late Nuruddin Abdul Rahim) and the said Yunus Khambaty (being one of the sons of Late Nuruddin Abdul Rahim) as the Assignors therein, the said Zaitoon, Samina and Rehana (being the three daughters of (Late Abdul Rahim) as the Confirming Party therein and Nuruddin Khambaty and Mr. Shabbir frambaty (being the other two sons of Late Nuruddin Abdul Rahim) as t Assignees therein, the said Assigners and the Confirming Party did thereby assign, transfer release assure unto the Assignees, all their undivided share right, title interest in the said property at Balaram Street, Grant Road bearing C.S. No.1/141 of Tardeo Division more particularly described in the Schedule hereunder written on terms and conditions therein contained. 308C
- (d) In the premises, the Vendors herein are absolutely seized and possessed of or otherwise well and sufficiently entitled as tenants in common to all that piece and parcel of land together with structure standing thereon situate lying and being at Balaram Street, Grant Road, Mumbai containing

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by admeasurement 321. sq. mtrs. or thereabouts bearing C.S. No.1/141 of Tardeo Division and more particularly described in the Schedule hereunder written and hereinafter referred to as "the said property";

- (e) The Vendors hereby declare, agree, record and confirm:
 - the Purchasers on as is where is basis as to condition of the land and Building. The Purchasers have seen the condition of the said property and the Purchasers have before now investigated the title of the said property and veracity of relying also on the declaration on title made by the Vendors and have found the title of the said property as marketable and free from any encumbrances. The Vendors are seized and possessed of and/or otherwise well and sufficiently entitled to the said property more and a particularly described in the Schedule written;

(ii) No other person or party has any right, title, interest, claim or demand of any nature whatsoever

in respect of the said property and/or

thereof;

(iii) The Vendors have not created any

charge, lien or any other encumbrances

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nature whatsoever and howsoever the property is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or authority;

- (iv) The Vendors have not at any time committed or entered into any Agreement or arrangement with regard to the sale of the said property and/or any part thereof and/or assignment of the said property and/or any part thereof;
- (v) The Vendors has not created any right in respect of the said property whereby they are prevented from entering into these presents with the Purchasers;
- (vi) There are no proceedings instituted by or against the Vendors in respect of the said property and pending in any Court or before any authority and the said property is not lispendens;
- (vii) So far as the Vendors are aware no notice from any Government, Municipal Corporation or any other public body or authority or any notice under any law including the Land Acquisition Act, the Land Requisition, the Town Planning Act, the Municipal Corporation Act, the Urban Land Ceiling Act or any other statute has been received or served upon the Vendors in respect of the said property or any part

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thereof which prevents the sale and transfer of the said property ;

- (viii) There is no injunction or any other order from any Court, Collector, Revenue Authority, Municipal Corporation for any taxation or other dues disentitling or restraining the Vendors from server, transferring and conveying the said property;
- (ix) That there is a proper access available to the said property from the main road and as required by the Mumbai Municipal Corporation;
- (x) The Little Venders are awake

 (x) The Little Said property is not affected by any reservation under the Development Plan for the City of Mumbai which would affect development of the said property;
- roperty as stipulated in the revenue records and the area in possession of the Vendors and the same is set out in the Schedule hereunder written;
- (xii) All normal taxes, rates, assessments, duties, etc., payable by the Vendors in respect of the said property have been paid up to date by the Vendors.
- (xiii) The building in the said property is an 'A' Category cessed building and presently in dilapidated state. All

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the premises in the building in the said property are in use and occupation of the Vendors Monthly Tenants as set out in the List Tenants hereto annexed.

- (xiv) The said property has not been transferred to the names of the Vendors in the Government and Municipal record so far as the said property still stand in the names of the Vendor's Father the said Nuruddin Abdul Rahim in the Government and Municipal records. The Purchasers have agreed and undertaken to transfer the said property to their names in the Government and Municipal records after the execution of the conveyance at their own costs and for that purpose a Power of Attorney has been given by the Vendor in favour of the Purchasers to enable the Purchasers to transfer the said property to their names in Government and Municipal record at their own cost and responsibility.
- (f) Relying solely on the veracity of the representations, assurances and declarations of the Vendors hereinabove contained, the Purchasers have agreed to purchase and acquire the said property more particularly described in the Schedule hereunder written including with the structure

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thereon free of encumbrances at the price of Rs.1,00,00,000/- (Rupees One Crore only);

(g) The Purchasers having paid the entire purchase consideration on execution hereof have called upon the Vendors to execute these presents for the sale and transfer of the said Property described in the Schedule hereunder written unto the Purchasers in the manner hereinafter contained.

NOW THIS INDENTURE WITNESSETH

pursuance of the Agreement afore recited and in consideration of a sum of Rs.1,00,00,000/- (Rupees One Crore only) paid by the Purchasers to the Vendors being the entire consideration payable to the Vendors on or before the execution hereof in the manner stated hereinafter (the payment and receipt whereof the Vendors do hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge the Purchasers forever) **THEY** the Vendors do hereby grant, sell, assign, release, convey and assure unto the Purchasers ALL THAT piece or parcel of land or ground together with structure standing thereon situate lying and being at Balaram Street, Grant Road, Mumbai containing by admeasurement 321. sq. mtrs. or thereabouts bearing C.S. No.1/141 of Tardeo Division and more particularly described in the Schedule hereunder written and delineated in red boundary on the plan annexed

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hereto and hereinafter referred to as "the said premises" AND TOGETHER WITH all and singular the houses, outhouses, edifices, buildings, courtyard, area, ways, wells, compounds paths, trees, plants, lights, liberties, easen privileges, advantages, members and appurtentions to the said land or ground hereditaments and premises deany part thereof belonging or in anywise appertaining to or with the same or any part thereof now or at anytime heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof or to the appurtenant thereto AND ALSO TOGETHER WITH ALL THE ESTATE, right, title interest, claim and demand whatsoever both at law and in equity of the Vendors and into out of or upon the said land, hereditaments or premises or any part thereof TO HAVE AND TO HOLD all and singular the said land, hereditaments and premises or any part 99 thereof hereby granted conveyed transferred released and assured or intended or expressed so to be with them and every of their rights members and appurtenances (all of which are hereinafter called the said premises), UNTO AND TO THE USE and benefit of the Purchasers forever SUBJECT to payment of all rents, taxes, assessments, rates and duties now chargeable upon the same or which may hereafter become payable to the State Government or local authority AND the Vendors do HEREBY covenant with the Purchasers that notwithstanding any act, deed, matter or thing, whatsoever by the Vendors or any

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person or persons lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed or omitted or knowingly suffered to the contrary AND THAT it shall he lawful for the Purchasers from time to time and at all times hereafter to peaceably and quietly hold, to enter upon, occupy, possess and enjoy the said premises hereby granted conveyed transferred and assured with his appurtenances and receive th rent, issues and profit thereof and of every part thereof to for their own use and benefit without any suit, evilon interruption, claim, demand whatsoever from or by them Vendors or any person or persons lawfully or equitably claiming or to claim by from under or in trust for them AND THAT free and clear and freely clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendors well and sufficiently saved defended kept harmless and indemnified of from and against all former and other estate title charges or encumbrances whatsoever either already or hereafter had made executed occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them AND FURTHER that they the Vendors and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said premises hereby granted conveyed transferred and assured or any part thereof by from under or in trust for them the Vendors shall and will from time to time and at all times hereafter at the

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be done and executed all such further and other lawful and reasonable acts, deeds, matters, things, conveyances and assurances in law whatsoever for the better and more perfectly assuring the said premises and every part thereof unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers their successors or assigns or their Counsel in law shall reasonably require to be done. AND It is lastly agreed that the Stamp duty and Registration charges on these presents will be borne and paid by the Purchasers.

THE SCHEDULE HEREINABOVE REFERRED TO:

All that piece of parcel Foras Batty land or ground (now redeemed) together with the messuage tenement or building dwelling house standing thereon (fully occupied by monthly tenants) situate lying and being on the West Side of Balram Street, Grant Road, Bombay, in the Registration District and Sub-District of Mumbai City or Mumbai Suburban in Greater Bombay containing by admeasurement three hundred and twenty one square metres or thereabouts and registered in the books of the Collector of Bombay Land Revenue Old No.471 New No.13986 and bearing L.T.A. CRR No.336 and bearing Cadastral Survey No.1/141 of Tardeo Division and bounded as follows:-that is to say on or towards the East by Balram Street, on or towards the West by the property of Pestonji Manekji Markar,

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bearing C.S. No.143, on or towards the North by the property of Jerbanu widow of Behram Merwan Behram Adar bearing C.S. No.141 and or towards the South by the Methodist Episoopal Church bearing C.S. No.140 and which said premises are assessed by the Assessor and Collector of Municipal Rates and Taxes under D Ward No.4377 and Street No.36, 36A, 38, 38A.

IN WITNESS WHEREOF the pa	arties hereto	A DO LE COL
hereunto set and subscribed their respective h	nands and se	the 1
day and the year first hereinabove written.		
SIGNED AND DELIVERED)	Y
by the withinnamed – "VENDORS")	,
(1) MR. SAIFEE NURUDDIN KHAMBATY	140	amanuat !
(2) MR. SHABBIR NURUDDIN KHAMBATY) 1 m	Chaming.
in the presence of)	
1. Carre	Г	भवई - ३
2.4		4084/98
SIGNED SEALED AND DELIVERED)	50,00
by the withinnamed - "PURCHASERS")	
KARMA CONPRO PVT LTD.)	
by the hand of its Directors) 1.5	7.0
[1] MR. SANJAY PUKHRAJ BAFNA) < 10 mass	HPP .
[2] MR. MUKESH DALICHAND CHANDAN) Kasak	

Pursuant to the Board of Directors

p. Co-Op. Bank Ltd. 7/8 M.C. Mul

The C.K.P.Co-Operative Bank Ltd 7/6, Vijay Nagar Bidg M.C.Jawale Marg Dadar Mumbar-400028 D-5/STP(V)/C.R. 1025/01/05/335 TO

भारत 88490 163714 MAY 19 201

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. अल्य प्रतिक्रेयर कथन करतो की,

भौजे .ा.जि.ती.... रा.नं. १,/१२०० क्षेत्र चौ.र्भा. ही मिळकत नाष्ट्रया/ आमच्या मालकी हवकाची असून, सदरचे क्षेत्र पूर्वी लागू अरालेल्या नांगरी जिमन कमाल धारणा अधिनियम १९७६ नुसार नागरी समूहात येत असल्याने ती/आर्टी नागरी जिमन (कमाल धारणा व विनियमन) अधिनियमांतर्गत कलम ६(१) अन्यये वियरण पत्र सक्षम प्राधिकारी बांब कहेछ वाक्रिक होती/गव्हते.

नागरी जिमन (कमाल धारणा च विनियमन) अधिनियमांतर्गत दाखल विम्हणपत्रावः कलम ८ (४) नुसार निर्णय होयून त्री. श्री. चौ.मी.क्षेत्र अनुहोय च त्री. श्री. व्यामी क्षेत्र अतिरक्त घोषित केलेले आहे. / सदर जागेयर कोणतेही अतिरिक्त क्षेत्र गाजकथा अधिनियमतार्गत यापित केले नाही.

प्रस्तुतचे क्षेत्र आता आम्हास विक्री करावयाचे/विकसित करावयाचे असून, सदरचे क्षेत्र नागरी जिस्त (कमाल धारणा व विनियमन) अधिनियम १९७६ अंतर्गत अनुक्षंय/अतिरिक्त घोषित क्षेत्रापैकी आहे. या अनुक्षाबे मी, खालीलप्रमाणे दरसुस्थिती शप्थेवर जाहीर करीत आहे.

- 9) प्रस्तुत अतिरिक्त घोषित क्षेत्रावर ना.ज.छ.धा. कलम २०/२१ अन्वये, यःजना मंजूर शाहे/नाक्षी. औद्योगिक प्रयोजनार्थ / अंशतः अतिरिक्त / आपन द् रकःय/गृहनिर्माण संस्थांना सभासदांच्या गृहबांधणीसाठी / रक्कम भरण्याच्या अधिनतेने सूट देण्यावाक्षत दिलेकी द्रावायत्र / अन्य प्रयोजनार्थ कलम २० अन्वयं सूट देण्यांन आली नाही.
- प्रस्तुत अतिरियत शेत्राधादत ना.ज.क.धा. अधिनियम १९७६ अन्यये, कलम १०(३) व १०(५) खालील कार्यवाही झाली नाही.
- ३) प्रस्तुत जिननीबायत कलम ३४ अन्यये, शासनाने कोणलेडी आदेश पारित केले जाहीत/पारित केलेल्या आवेशानुसार वंडाची रवकम भरलीय ईस्तून, न्याअनुषंगाने कोणतार्थः गुन्ता प्रलंबित नाही.
- शासनादः रून । सक्षण प्राधिकारी यांच्याकदून या मिळवलीयुदे आदेश दिलेले नाठीत.

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या शपथणत्र य दंधपणातील मजकूर हा खरा व यरोवर असून, तो खोटा निर्धाल स अधवा भविष तंत्र कोणताही वाद निर्धाल झाल्यास, सदर जागेचे केलेले खरेदी-विक्री ध्यवहार/विक्रसन परकानभी रह करण्यांस पात्र सहतोल. मी/आग्री भा.दं.वि. संहिता १८६० च्या तरतुदीनुसार होणाऱ्या शिक्षेस पात्र सहीन/राहु, सदर गुन्हा हा फौजतारी स्थरुपार्च: आहे, दाची मला/आम्हाला जाणीव आहे. तसेच दिवाणी एकिया संहिता १९०८ व अन्य प्रचलित कावा तिल तरतुदीनुसार आहे. तसामाच्या कोणा स नुक्रमानकी भवाई करणाव ती व्यक्तिशः जवण्यदार सडील, याची हमी ॥ शपथपत्र स वंधपदाहारे देत आहे.

हे शपशपत्र व यंघपत्र आज दि..... रांजी लिहुन दिले आहे.

(शपथपन व वंधपत्र करान देणार

_{5.no} name of ten

name of tenant	Premises a	irea r bout)	ent
1 metro scooter house	1	250	950
2 bhutta auto agency	2	400	1775
3 syyedali mazhar ehsan	3	250	855
4 rs saharao	4	15	225
5 alice d souza	5	450	250
6 narsayya siddhaya bandi ,	6	950	575
7 sam mojia	7	300	220
8 mrsalamai minoo	8	400	240
9 cyrusr mistry	9	1150	835
10 ashwin h solanki	10	400	300
11 hussein h company wala	11	800	520
12 mrs naju &mahair,j f kapadia	12	820	746
Å	, 21	6185	7491

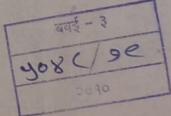
बबई - ३

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TRUE EXTRACT FROM CADASTRAL SURVEY SHEET NO 252 (5TH-EDN-1968) 01 SHOWING CADASTRAL SURVEY NO 1 141 OF TARDEO DIVISION SCALE 1 C.M. = 5 METRES.





TRUE EXTRACT OF THE PLAN AS 75/
TRACED BY

COMPARED BY STANCE

DATED 1 APR 2010

CUM CITY SURVEY DEFICER NO.

SUPERINZENDENT MUMBALCITY SURVEY & LAND RECORDS





THIS DEED OF ASSIGNMENT made at Bombay this | | may of A M. Warch One thousand nine hundred eighty eight TEXTEDI (1) Fatemabai, daughter of Fida Ali and widow of Muruddin Abdul Rahim Khambaty and (2) Dr. Yunus Muruddin Whambaty, both of Bombay Indian Inhabitants, hereinafter called "the Assigners " (which expression shall me 1995) he repugnant to the context or meaning there include them and their respective Heirs, Experiers and Afministrators) of the First Part And (1) 2 Prom Showibbhai Khambaty, (2) Shamima Abdul Keder hambaty and (3) Rehona Kuresh Khambaty all of Bombay Indian Inha herein efter called " the Confirming Parties " (which or region shall be deemed to mean and include them and their respective heirs, Executors and Administrators) of the Second Part And (1) Saifee Muruddin Khambaty and (2) Shabbir Muruddin Khambaty both also of Bombay Indian Inhabitants, herein after galled "the Assignees"expression shall be decred to mean and include to their respective Edirs, Executors, administrators and

: 2 :

Assigns) of the Third Part :

WHEREAS Nureddin Abdul Rahim Khambaty husband of the said Fatemabai, daughter of Fida Ali and father of the remaining parties hereto died at Secunderabad on 1st Tovember 1987 herein after called the said deceased leaving behind him surviving his widow, three sons and three daughters who are all parties hereto and also leaving interalia property at 36, 36A, 38 and 38A Balaram treet, Bombay admeasuring 321 Square Meters or thereabout bearing Cadestral Survey No.1/141 of Tardeo Division

The particularly described in the Schedule hereunder witten herein after called "the said Property"

The Value of the said property this day is 5.45,000/
(Rupses Porty Five Thousand only), The said Property Five Thousand Only),

ATD WITCHEAS in the events that have happened the Assignees have as Tenants in Common led to the said property as confirmed by the smort chairming Parties and the Assignees by ating Water presents, the First Assigner being widow ceased having 3/24 share and the Second the Assignees being the sons of the said

408C 23

shita Muslim Law by which the said deceased was governed

AND WHEREAS the share of the said Patemahai Fide Ali the first assignor herein in 3/24the in the said project; And whereas the share of the said Dr. Yumis Turusdin Khambaty the Second Assignor herein is 7/24th in the said property.

AND WHEREAS in the events that have happened, the Assignors as Co-owners herein have become jointly entitled to 10/2 4th share, right, title and interest in the said property.

AMD WEDDEAS the Assignors have agreed with the Assignces to assign and transfer all their 10/24th share right, title and interest in the said property at or for the price of 15.18,750/- (Rupees Eighteen Thouses 3 Hundred and Fifty only).

ASSIGNORS to assign and transfer their 10/24th share in Assignors to assign and transfer their 10/24th share in the said property wherein the Confirming Parties must be joined as Confirming Parties which the Sidnors have agreed to do testified by the Confirming Parties.

the said Agreement and in consideration of the promise and in consideration of the sum of N. 18.750/- (Rendes and in consideration of the sum of N. 18.750/- (Rendes and in consideration of the sum of N. 18.750/- (Rendes and in consideration of the sum of N. 18.750/- (Rendes and in consideration of the sum of N. 18.750/- (Rendes and or before the execution of these presents by the Assignees to the Assignors (payment and Receipt whereof the Assignors do and each of them both hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Assignees). They the Assignors and or Confirming Farties do and each of the

doth hereby assign transfer, release and assure all their undivided shares, right title and interest in the said property at Belaram Street, Bombay bearing Codestral Survey Us. 1/141 of Tardeo Division and researched in the Schedule becauser written Germinafter called "the said Property") situate in the Registration Sub-District and District of Bombay) Bity and Bombay Suburban as Tenants-in Common having equal shares respectively unto and to the use and benefit of the Assignees absolutely so that the Assignees shall be equally entitled to whole of the said property as tenents-in-common having equal shares. TOGETIER with all the houses, out-houses, buildings, courts, compounds, ways, wixxxxx water courses, lights, privileges and appurtenances whatsoever to the said hereditaments belonging or in anywise appertaining to or with the same or now or herebefore usually held, occupied or enjoyed regular or belonging thereto AND ALL THE ESTATE, right, title, interest, property, claim and demand whatsoever of them the Assignors and or of Confirming Parties into and upon the said property and every part thereof TO AND AND TO TOLD ALL their undivided shares right title and interest of the Assignors in the said property more particularly described in the Schedule hereunder written which Property shall henceforth be held entirely

the second having equal shares by the Assignees all encumbrances absolutely subject neverthless the second of cents, rates, taxer, a comments, as in the new parable or that may be becomes to



Date: 30th July 2020

To,

The Manager,

State Bank of India,

Branch: P. M. Road,

Fort, Mumbai

Subject: Summary of Valuation Report for existing Bank Loan account purpose

Owner Name: M/s. Karma Conpro Pvt. Ltd.

Account Name: M/s. D. M. Metal Proprietor

Dear Sir,

Please find enclosed here with the Valuation Report bearing Ref. No.: PRKA/REP/2020-21/059 of below mentioned property:

Subject property	Flat No. 12, Third Floor, Irani Building, Building No. 36, 36-36A, 38-38A, near Original Persian Bakery, Balaram Street, Grant Road (East), Mumbai – 400 007
Market Value of subject property as on 26 th June 2020	₹ 1,93,00,000/- (Rupees One Crores and Ninety Three Lakhs only)

For Pravin Kulkarni & Associates

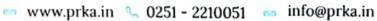
Pravin Kulkarni

Panel Valuer



Government Registered Valuer

B/501, Sai Arcade, Shivaji Chowk, Kalyan (W) 421301





Ref. No.: PRKA/REP/2020-21/059

Date: 30th July 2020

To,

The Manager,

State Bank of India,

Branch: P. M. Road,

Fort, Mumbai

VALUATION REPORT OF RESIDENTIAL FLAT

4	GENERAL:					
1	Purpose for which valuation is made	:	To ascertain Market Value of residential flat for existing bank Loan account purpose.			
2	(a) Date of Inspection	1:				
	(b) Date on which the valuation is made	1:	27 th June 2020			
3	List of documents produced for Perusal	1:				
(i)	A copy of Indenture of Conveyance of plot with building dated 21 st May 2010 between 1) Mr. Saifee Nuruddin Khambaty & 2) Mr. Shabbir Nuruddin Khambati (The Vendors) and Karma Conpro Pvt. Ltd. (The Purchaser) bearing registration no. BBE3-5048-2010 at sub registrar office, Mumbai 3.					
(ii)	A copy of Notarized Affidavit cum Declara (The Deponent) bearing Notary register N of India, Mumbai & Thane District).	atio	on dated 25 th May 2017 by Mr. Mahiyar Jal Kapadia 226 Notary by S. M. N. Naqvi (Notary, Government			
(iii)	A copy of Notarized Letter of Surrender Mahiyar Jal Kapadia (The Deponent) bear (Notary, Government of India, Mumbai &	ring	tenancy Possession dated 25 th May 2017 by Mr. Rotary register No. 226 Notary by S. M. N. Naqvi ane District).			
(iv)	A few pages of copy of Title Search Report bearing reference No. 497/SBI/SME dated 31st May 2017 issued by Mr. Rajan Pillai – Advocate.					
4	Name of the owner	:	As per copy of Indenture of Conveyance & Letter of Surrender of Possession, subject property is owned by M/s. Karma Conpro Pvt. Ltd.			
	Address	:	Flat No. 12, Third Floor, Irani Building, Building, No. 36, 36-36A, 38-38A, near Original Persian Bakery, Balaram Street, Grant Road (East). Mumbai – 400 007			
	Phone No.	:	Mr. Navin Porwal: 9619500056			
	Details of share of each owner in case of joint ownership	:	Not applicable			
5	Brief description of property REGOVT. REGO		Subject property consists of a residential flat situated at third floor in a ground plus three upper floors residential and commercial building approx. 82 years old. Subject property was unfurnished, vacant tesidential flat having three rooms with common toilet facility and having Mangalore tiles roof at			

Ref. No.: PRKA/REP/20-21/059

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		T	the time of inspection.
			Name of Karma Conpro Pvt. Ltd. was displayed at entrance door of subject property; however, name board of subject property building was not observed by us at the time of inspection. It is situated in a residential and commercial area of middle class locality approx. 550 meters away from Grant Road Railway Station. Civic amenities are available nearby the subject property.
6	Location of the property	:	
	(a) Plot No./Survey No.	:	C.S. No. 1/141
	(b) Door No.	:	Flat No. 12, Third Floor
	(c) T.S. No./ Village	:	Village Tardeo Division
	(d) Ward/Taluka	:	Mumbai
	(e) Mandal/District	:	District Mumbai
	(f) Date of issue and validity of layout of approved map / plan	:	
	(g) Approved map / plan issuing authority	į	
	(h) Whether genuineness or authenticity of approved map / plan is verified	:	Copy of sanction building plan is not provided to us.
	(i) Any other comments by our empaneled valuers on authenticity of approved plan	:	
	(j) No. & Date of Building use certificate	:	Building use certificate is not provided to us
7	Postal address of the property	:	Flat No. 12, Third Floor, Irani Building, Building No. 36, 36-36A, 38-38A, near Original Persian Bakery, Balaram Street, Grant Road (East), Mumbai – 400 007
8	City/Town	:	
	Residential area	:	Yes
	Commercial area	:	Yes
	Industrial area	:	Not applicable
9	Classification of the area	:	
	High/Middle/Poor	:	Middle class area
	Urban/Semi-Urban/Rural	:	Urban
10	Coming under Corporation limit/ Village Panchayat/Municipality	:	Municipal Corporation of Greater Mumbai
11	Whether covered under any // // // // // // // // // // // // //	No.	Details not provided to us



	agency area / scheduled area /cantonment area				
12	Boundaries of the property	:			
	North	:	Mahavir Sadan	Building	
	South	:	Century Church	h Building	
	East	:	Access Road		
	West	:	Residential Bui	lding	
13	Dimensions of the site (As per the Deed)	:		as subject property is situated i	
	North	:	a multistoried building.		
	South	:			
	East	:			
	West	:			
13.1	Dimensions of the site (Actuals)				
	North			Not applicable as subject property is situated in	
	South		a multistoried building.		
	East				
	West				
14	14 Extent of the site :				
	(a) As per the Deed	:		of tenancy possession surrende e Search Report, area of subjec SFT.	
	(b) Actual	0	As per physical measurement at site, carpet are of subject property is 904 SFT.		
14.1	Latitude, Longitude & Co-ordinates of	of Latitude 18°57'44.6"N	18°57'44.6"N		
	flat		Longitude	72°49'11.2"E	
15	Extent of the site considered for valuation (least of 14a & 14b)	:	820 SFT (Documented area)		
16	Whether occupied by the owner /tenant? If occupied by tenant since how long? Rent received per month	:	Subject property was vacant at the time of inspection.		
11	APARTMENT BUILDING:		And Capital		
1	Nature of Apartment	:	Residential & Co	ommercial	
2	Location	:			
	T. S. No.	:	C.S. No. 1/141		
	Block No.	:	Flat No. 12		
	Ward No.	K	D Ward		
	100 100 100 100 100 100 100 100 100 100	25	ardeo Division		
-	Door No., Street or Road (P. Stoke)	15	00 007		

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3	Description of the locality Residential / Commercial / Mixed	:	Mixed
4	Year of Construction	:	1938 (Reportedly)
5	Number of Floor	:	Ground plus Three upper floors
6	Type of structure	:	Loadbearing structure
7	Number of Dwelling units in the buildings	:	Two flats at subject floor (as per our observation at site)
8	Quality of Construction	:	Average
9	Appearance of the Building	;	Average
10	Maintenance of the Building	:	Average
11	Facilities available	:	
	Lift	:	Not available
	Protected Water Supply	:	Available
	Underground Sewerage	:	Available
	Car Parking – Open / Covered	:	Not available
	Is Compound wall existing?	:	No
	Is pavement laid around the Building?	:	Yes
Ш	FLAT:	ès,	
1	The floor in which the flat is situated	1	Third Floor
2	Door No. of the flat	;	Flat No. 12
3	Specification of the flat		
	Roof	:	Mangalore tiles roof
	Flooring	:	Vitrified tiles flooring
	Doors	:	Wooden frame and flush doors
	Windows	:	Wooden frame and glazed openable windows
	Fittings	:	Ordinary fittings
	Finishing's	:	Walls finished with OBD paint
4	House Tax		
	Assessment No.	;	Details not available
	Tax paid in the name of	:	Details not available
	Tax amount	:	Details not available
5	Electricity Service Connection No. Meter Card is in the name of	:	Details not available
6	How is the maintenance of the flat?	:	Average
7	Sale Deed executed in the name of	:	As per copy of Indenture of Conveyance & Lette of Surrender of Possession, subject property in Medical by M/s. Karma Conpro Pvt. Ltd.
8	What is the undivided area of land appears Sale Deed?	CO	cetals not available



9	What is the plinth area of the flat?	:	984 SFT (Estimated)
0	What is the floor space index (app.)	:	Details not available
11	What is the Carpet Area of the flat?	:	820 SFT (Documented area), 904 SFT (Measured)
12	Is it Posh / I Class / Medium / Ordinary?	:	Medium
13	Is it being used for Residential or Commercial purpose?	:	Residential purpose
14	Is it Owner – occupied or let out?	:	Vacant at the time of inspection
15	If rented, what is the monthly rent?	:	Not applicable
IV	MARKETABILITY:		HEROENSTANIA PERMIT
1	How is the marketability?	:	Average
2	What are the factors favoring for an extra Potential Value?	:	Nothing specific
3	Any negative factors are observed which affect the market value in general?	:	Nothing specific
٧	RATE:		
1	After analyzing the comparable sale instances, what is the composite rate for a similar Residential flat with same specifications in the adjoining locality?	1	₹ 23,500/- per SFT on Carpet area basis
2	Assuming it is a new construction, what is the adopted basic composite rate of the residential flat under valuation after comparing with the specifications and other factors with the residential flat under comparison (given details)		₹ 24,000/- per SFT to ₹ 35,000/- per SFT or Carpet area basis
3	Break – up for the rate (a) Building + Services (b) Land + Others	:	Adopted composite market rate
4	Guideline rate obtained from the Registrar's office (an evidence thereof to be enclosed)	1	₹ 1,71,300/- per SMT on Built up area basis (Refer Exhibit E)
VI	COMPOSITE RATE ADOPTED AFTER DEPR	EC	IATION:
1	Depreciated building rate	:	₹ 366/- per SFT
	Depreciated Replacement cost of Residential flat with Services	:	₹ 3.00 Lakhs
	Age of the building	1	Approx. 82 years old (Reportedly)
	Life of the building estimated	N. R	Approx. 10 to 15 years subject to regular repair
	Depreciation percentage assuming salvage value as 10%	GRE	OVE SOC



	Depreciated Ratio of the building		0.82	
2 Total composite valuation	1 22		₹ 23,500/- per SFT on carpet area basis	
	Depreciated building rate VI (a)	:		
Rate for Land & other V (3) ii Total Composite Rate	:	Adopted composite market rate		
	Total Composite Rate			

Sr. No.	Description	Quantity	Rate per unit in ₹/SFT	Market Value in ₹
1	Present Value of the Residential flat (including car parking, if provided)	820 SFT	23,500/-	1,92,70,000/-
2	Wardrobes		considered in	Nil
3	Showcases		market rate adopted	*
4	Kitchen arrangements			
5	Superfine finish	1		
6	Interior Decorations	1		
7	Electricity deposits/Electrical fittings etc.			
8	Extra collapsible gates/ grill works etc.			
9	Potential Value, if any	b ₁ ,		Ni
10	Others			Ni
			Total	1,92,70,000/-
	CA CA	15 C (2) S	Or say	₹1.93 Crores

VALUATION

A. Basis of Valuation:

This valuation is based on Sales Comparison Method by comparing the prevalent market rate of comparable properties with property under Valuation. The factors which have been considered are size, location, internal condition, age of building, state of repairs, accumulated depreciation, demand & supply of similar properties etc.

B. Assumptions/ Remarks:

1. Special Assumptions/ Remarks:

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organisation as a 'global pandemic' on 11 March 2020, has impacted global financial markets. Market activity is being impacted in many sectors. As at the valuation date, we can consider less weight to previous market evidence for comparison purposes, to inform opinions of value as we are faced with an unprecedented set of circumstances on which to base a judgement. Our valuation is therefore reported on the basis of 'material valuation uncertainty' wherein less compared a higher degree of caution – should be attached to our valuation than would be market, we recommend that you keep the valuation of this property and of the property of the property

Ref. No.: PRKA/REP/20-21/059

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PRK

Measured carpet area is n=more than the documented area. In absence of sanction building plan & floor plan of subject property, we have considered the documented area = 820 SFT as carpet area for this valuation exercise.

(ii) Government Guideline Value:

As per Government Ready Reckoner for Stamp duty purpose, guideline rate of residential premises for the year 2020-21 is ₹ 1,71,300/- per SMT. Considering age of subject property, Guideline rate is ₹ 1,09,210/- per SMT i.e. 10,146/- per SFT.

Hence, Guideline Value of subject property is

= Built up area

Guideline rate

= 984 SFT

x

₹ 10,146/- per SFT

= ₹ 99,83,664/-

(iii) Market Value:

The Market Value Definition, as per International Valuation Standards, which has been adopted in this Valuation Exercise, is as follows: "Market Value is the estimated amount for which an Asset or liability should exchange on the Valuation date between a willing buyer and willing seller in an arm's length-transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion."

(a) Market Rate Analysis:

Some of the properties available (Refer Exhibit F) for sale near subject property are as follows:

Sr. No.	Particulars	Asking Amount in ₹	Built up Area in SFT	Asking Rate in ₹/SFT
A1	A 1RK Residential flat situated at second floor in (4-storied building) at Bharat Nagar approx. 350 meters distance from subject property building is available for sale.	1.15 Crores	500	₹ 23,000/-
A2	A 1BHK Residential flat situated at fifth floor in (7 storied building) Trimurti CHSL approx. 450 meters distance from subject property building is available for sale.	65.00 Lakhs	281	₹ 23,132/-
А3	A 1BHK Residential flat situated at second floor along with one bike parking space in (5 storied building) United Chamber approx. 130 meters distance from subject property building is available for sale.	along with one bike parking space in oried building) United Chamber 2.00 Crores 700 x. 130 meters distance from subject		₹ 28,571/-

As per our market enquiry, asking market rate of residential premises near the property under Valuation is in the range of ₹ 20,000/- per SFT to ₹ 29,000/- per SFT (Built up area basis) i.e. ₹ 24,000/- per SFT to ₹ 35,000/- per SFT (carpet area basis)

Considering negotiation, location, size, shape, internal condition, age & grade of building, demand and supply of similar properties etc., we have adopted market rate of subject property at ₹ 23,500/- per SFT on carpet area basis.





(a) Market Value:

Hence, Market Value of subject property is estimated at,

= Built up area

x Market Rate adopted

= 820 SFT

₹ 23,500/- per SFT

= ₹ 1,92,70,000/-

Or say ₹ 1.93 Crores

(iv) Realizable Value:

The estimated Market Value is normally realizable in a perfect market scenario. However, when Bank / Financial Institution wishes to recover its money by sale / auction of the property, it will have to bear expenses towards advertisement cost, legal and brokerage charges, auction expenses etc. towards selling the property. Further, marketability may also be reduced as the complete consideration has to be paid through bank account and only limited buyers out of all prospective buyers participate in the sale/ auction. Hence, the Realizable Value would be lower than the Market Value.

Due to above mentioned factors, a discount of 10% on Market Value is considered and the Realizable Value of subject property is estimated at ₹ 1.74 Crores

(v) Distress Sale Value:

In distress sale condition, the bank/financial institution is an unwilling seller compelled to sale the properties offered as securities to liquidate it in terms of money to clear the debt by auction within time constraints. Secondly, properties are not maintained properly, property tax, society maintenance charges etc. are unpaid in most of the non-performing assets cases and stigma factor is also attached to such properties. Hence, in addition to factors considered for Realizable value, an additional discount of 10% is considered on Realizable Value and the Distress Sale Value of subject property is estimated at ₹ 1.57 Crores.

(vi) Insurance value:

Land is not a perishable commodity and does not need insurance. Hence, built up/constructed part of subject property is only considered for insurance value of subject property.

- For Reinstatement Value basis policy, the insurable value is the estimated cost of replacing or reinstating similar kind or type of new property without deducting for depreciation i.e. ₹ 18,00,000/- as mentioned in table below.
- For Indemnity basis policy, the insurable value is the estimated cost of replacing or reinstating similar kind or type of property after deducting for depreciation due to age of the building i.e. ₹ 3,00,000/- as mentioned in table below.

Built up area in SFT	Age in years	Replacement Rate in ₹/SFT	Replacement Cost in ₹	Depreciation in ₹	Depreciated cost in ₹
820	82	2 200	18 04 000	14 79 280	3 24 720
		Or Say	18 00 000	15 00 000	3 00 000



PRK

Exhibit B: Copy of Notarized Affidavit cum Declaration

Authoris Stank Liu.

APPIDAVIT CUM DECLARATION

I,MAHIYAR JAL KAPADIA, son of late JAL KAPADIA sged about 62 years, occupation Business, Indian Inhabitant of Mumbai, permanently residing at Hilla Heights, 147, Alibhai Premji Marg, Grant Road, (East) Mumbai 400007 do hereby solemnly affirm and declare as under:-

- 1. I say that I was in use, occupation and possession of a residential premises admeasuring 820 sq.feet area (equivalent to 76.178 sq. meter area) situated on third floor of a building No.36-36A, 38-38A, situate at Balaram Street, C.S.NO.1/141 of Tardeo Division Grant Road, Mumbai 400 007.
- the residential premises along with my Tenancy and the residential premises along with my Tenancy and the Rent Receipt jointly on the name of my decreased mother Mrs.NAJU JAL KAPADIA and myself under Deed of Surrender of Tenancy. And I do hereby repeat. The rate and confirm what is stated in the Deed of Surrender and particularly that no one else have any right, title or interest in the said residential premises and same is free from all the encumbrances and particularly that there is no legal proceeding cending in any court of law.
- of the aforesaid residential premises without any duress, force and/or cost on and with my own free will, knowledge and tagers taking of \$13,000 family.

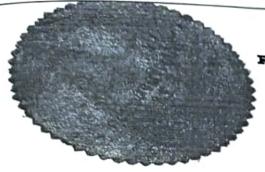
GOVT.

AIRATON

NOTARIAL NOTARIAL

NOTARIAL

Exhibit C: Copy of Notarized Letter of Surrender of Possession



From:

MAHIYAR JAL KAPADIA, Hilla Heights 147, Alibhai Premji Marg. Grant Road, Mumbai 400007 Mobile No.09821169411

Date

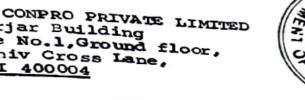
day of MAY, 2017

To,

Sir,

1.

KARMA CONPRO PRIVATE LIMITED 27, Gurjar Building Office No.1, Ground floor, Sadashiv Cross Lane, MUMBAI 400004



LETTER OF POSSESSION

I, MAHIYAR JAL KAPADIA, Tenant of residential Room No.12, situated on 3rd floor of Building No.36, 36-36A, 38-38A situate at Balaram Street, C.S.NO.1/141 of Tardeo Division, Grant Road, Mumbai 400007, have surrendered possession of the said residential premises.

Yours faithfully,

M. 5 Kozadio

in the presence of:-

NOTARY Government of India. Mumbai & Thane Dist.

388 P. NO. 2. NOTARY Register 26 Date ...



NOTARIAL NOTARIAL

GOVT. REGD. VALUER PRK

Exhibit D: Copy of Title Search Report of subject property

ADVOCATE

Ref: 497/SBI/SME

31st May, 2017

To, State Bank of India (SME), P. M. Road Branch, Gresham House, Ground Floor, Sir P. M. Road, Fort, Mumbai 400 001.

Annexure - B: Report of Investigation of Title in respect of immovable Property.

1.	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India, P. M. Road Branch, Mumbai.
A STATE OF	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Not produced
	c) Name of the Borrower.	D. M. Metalloys Pvt, Ltd.
2.	 a) Name of the unit/concern company/person offering Property/(ies) as security. 	Karma Conpro Pvt. Ltd
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Company
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.).	
3.	Complete or full	Room No. 12, on the 3rd Floor, of th



description

immovable

including

offered

details.

Room No. 12, on the 3rd Floor, of the Building No. 36, 36-36A, 38-38A constructed on land bearing Cadastral Survey No. 1/141 of Tardeo Division, lying being and situated at Balaram Street, Grant Road, Bombay, in the Registration District and Sub-District of Mumbai City or Mumbai Suburban in Greater Bombay.

3/316, Buya House, 3rd Floor, 265 Bazannate Street, Fort, Mumbai - 400 001 • Tet. : 2269 3771/2262 3771

Res - 503/A, tris, Dosti Acres, S. FRRN) - Ja Bast, Mumbai - 400 037 • Tel.: 2415 4957

the

property/(ies)

38

the

security

following

Cadastral Survey No. 1/141 a) Survey No. b) Door/House no. (in case of Room No. 12 house property) admeasuring 820 sq. ft. Area including area c)Extent/ plinth/ built up area in case of house property diLocations like name of the Tardeo Division, lying being and situated at Balaram Street, Grant village. city. place. Road, Bombay, in the Registration sub-district registration, District and Sub-District of Mumbai etc. Boundaries. Mumbai Suburban Greater Bombay. a)Particulars of Documents Documents Verified:scrutinized-scrially and (Original/Zerox Copies) chronologically. Xerox Copy of the Affidavit a) documents of biNature Declaration dated cum verified and as to whether 25.05.2017 executed by they arc originals or Mahiyar Jal Kapadia. certified copies or Xerox Copy of the Letter of b) registration extracts duly Possession from Mahiyar Jal certified. Kapadia to Karma Conpro Pvt. Note: Only originals Ltd., in respect of Room No. certified extracts from the 12. :egistering/land/ revenue/ other authorities be Xerox Copy of the Indenture examined. dated 15.04.1980 executed by and between Ravindra Ramrao Mankarand others as the Vendors of the first part AND AND Nurtiddin Abdul Rahim Khambaty as Purchasers of the second part, in respect of land bearing Old No. 471, New No. 13986 and bearing LTA CRR 336 and bearing Cadastral Survey No. 1, 141, admissel sq meters: Xerox Copy of the Deed or Assignment duted 11.04 1988 executed by and "threen Fatemini danglares as Lida Arand willow of Narriddin Abdul

> Bettern Risembaty and Dr. Yumuy Surveying Ehrunbaty



MSME Reg. No.: 27232201137 - CIN: U74120MH2010PTC207860

Valuation Report Prepared For: SBI/D, N, Road Branch (Fort)/Ms Karma Conpro Pvt. Ltd.(007554/23214)

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Vastu/Mumbai/05/2017/007554/23214

30/8-414-V

Date: 30.05.2017

VALUATION OPINION REPORT

The property bearing Residential Room No. 12, 3rd Floor, Building No. 36, 36 -36A, 38-38A, "Irani Building ", Balaram Street, Tardeo, Grant Road, Mumbai, PIN Code - 400 007, State - Maharashtra, Country - India, belongs to M/s. Karma Conpro Pvt. Ltd.

Boundaries of the property:

North

Mahavir Sadan Building

South

Century Church Building

East

Paywala Building

West

Balaram Street Building

Considering various parameters recorded, existing economic scenario, and the information that is available with reference to the development of neighbourhood and method selected for valuation, we are of the opinion that, the property premises can be assessed and valued for MSME Loan purpose at ₹ 1,80,40,000.00 (Rupees One Crore Eighty Lac Forty Thousand Only).

The valuation of the property is based on the documents produced by the concern. Legal aspects have not been taken into considerations while preparing this report.

Hence certified

For VASTUKALA CONSULTANTS (I)

Sharad B. Chalikwar

Govt, Reg. Valuer

Chartered Engineer (India)

Reg. No. (N) CCIT/1-14/52/2008-09

SBI Empanelment No.: SME / TCC / 2016-17 / 156 / Sr. No. - 193

Encl.: Valuation report

Mumbal -

121, 1" Hoor, Ackruti Star. Central Road, MIDC. Andheri (f.), Mumbai - 400 093. (M.S.), INDIA

Tel.: +91 22 28371325 Fax: +91 22 28371324 mumbai@vastukala.org Mumbal (South) -

4 Block 2 Hoor. Rahimtools House, 7, Homji Street, Fort Mumbai - 400 001. (M.5.), INDIA

Tel: +91 22 40032436 191 22 40022436 mumbaisouth@vastekala.org - Delhi NCR -

L-306, Sispal Vihar, AWHO Society, Sohna Road, Sector - 49, Gurgaon, Haryana - 122018 (U.P), INDIA

Mobile: +91 9216912225 +91 9819670183 delhiner@vastukala.org

Nanded -

28, S.G.G.S. -Stadium Complex Gokul Nagar, Nanded - 431 602, (M.S.), INDIA

Tel.: •91 2462 244288 +91 2462 239909 nanded@vastukala.org Aurangabad

Plot No. 106. N-3, CIDCO, Aurangabad - 431 005 (M.S), INDIA

: +91 240 2485151 Tel. Mobile: +91 9167204062 +91 9860863601

aurangabad@vastukala.org

