

# Valuation Report of the Immovable Property

Details of the property under consideration:

## **NAME OF APPLICANT**

**M/S. Ashish Enterprises**

**REF.NO. SBI/DK/PJ/TSA/9378/2021**

**Add: - Shop No.16/A and 16/B on Ground floor, Akruti Apartments,  
New Akruti Co-operative Housing Society Limited, Mathuradas Road,  
Kandivali West, Mumbai - 400067**

# **KHANDEKAR**

**GOVERNMENT REGISTERED VALUERS**

**KHANDEKAR**

ARCHITECTS &amp; SURVEYORS

ARCHITECTS, SURVEYORS, CONSULTANTS & GOVT REG. VALUERS  
57, GROUND FLOOR, SAFALYA, N. M. JOSHI MARG, MUMBAI - 400 013

REF.NO.SBI/DK/PJ/TSA/9378/2021

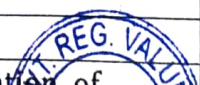
09.03.2021

To,  
THE BRANCH MANGER  
STATE BANK OF INDIA,  
KANDIAVLI BRANCH**"VALUATION REPORT (IN RESPECT OF FLATS/OFFICE)"**

<b>I GENERAL</b>	
1 Purpose for which the valuation is made	To ascertain Market value of unit for Bank Loan security purpose.
2 a. Date of Inspection	06.03.2021
b. Date on which the valuation is made	09.03.2021
3 List of documents produced for perusal	<p><b>1]</b> Copy of Declaration by M/s. Shree Ram Agencies vide reg. no. BDR -10/6951/2009 dtd.03/08/2009 <b>Shop no 16-A</b></p> <p><b>2]</b> Copy of Index II vide reg. no. Borivali - 10/6951/2009 dtd.06/08/2009 <b>Shop 16-A</b></p> <p><b>3]</b> Copy of Registration receipt no.6962 dtd.06/08/2009 <b>Shop No. - 16-A</b></p> <p><b>4]</b> Copy of Share Certificate issued by New Akrti Co-operative Housing Society Limited in the name of M/s. Shree Ram Agencies dtd.14/08/1992.</p> <p><b>5]</b> Copy of Declaration by M/s. Shree Ram Agencies vide reg. no. BDR -10/6957/2009 dtd.03/08/2009 <b>Shop No.-16-B</b></p> <p><b>6]</b> Copy of Index II vide reg. no. Borivali - 10/6957/2009 dtd.06/08/2009- <b>Shop 16-B</b></p> <p><b>7]</b> Copy of registration receipt no.6968 dtd.06/08/2009 <b>Shop 16-B</b></p> <p><b>8]</b> Copy of Share Certificate issued by New Akrti Co-operative Housing Society Limited in the name of M/s. Shree Ram Agencies dtd.14/08/1992.</p> <p><b>9]</b> Copy of Occupation Certificate vide ref no. OE/3393/BSII/AR dated 04.08.1987.</p>
Name of the Owner(s) and his / their address (es) with phone no.	<p><b>M/S. SHREE RAM AGENCIES</b></p> <p>Shree Ram House, 94, Swami Vivekanand Road, Kandivali (West), Mumbai-400067</p>



5	Brief descriptions of the property	<p><b>Shop No.16/A and 16/B on Ground floor, Akruti Apartments, New Akruti Co-operative Housing Society Limited, Mathuradas Road, Kandivali West, Mumbai - 400067</b></p> <p>The said unit is located on ground floor. During site inspection it is observed that Shop no. 16-A and 16-B are amalgamated internally with two separate entrance. The said building is consist of Ground + 4 upper floors without lift. Report is prepared on the basis of furnished documents by bank and we have relied on documents as provided by the State Bank of India, Kandivali Indl. Estate Branch &amp; presume the same to be Authentic and true.</p>
6	Location of property	
	a) Plot No. / Survey No. / Sector	C.T.S No.108
	b) Door No.	Shop No.16-A and 16/B on Ground floor
	c) C.T.S. No. / Village	Malad (North)
	d) Ward / Taluka	Borivali
	e) Mandal / District	Borivali
	f) Date of issue and validity of layout/ Block/ Location of approved map /	Copy of approved plan is not provided to us
	g) Approved map / plan issuing authority	Copy of approved plan is not provided to us
	h) Whether genuineness of authenticity of approved map / plan is verified.	Copy of approved plan is not provided to us
	i) Any other comments by our empaneled valuers on authentic of approved plan	N.A
7	Postal address of the property	<p><b>Shop No.16/A and 16/B on Ground floor, Akruti Apartments, New Akruti Co-operative Housing Society Limited, Mathuradas Road, Kandivali West, Mumbai - 400067</b></p>
8	City/ Town	
	i. Residential Area	Yes
	ii. Commercial Area	Yes
	iii. Industrial Area	N.A.
	Classification of the Area	
	Rich / Middle / Poor	Middle class
	Urban / Semi Urban / Rural	Urban
	Within Corporation limit /	Within the limits of Municipal Corporation of



11	Village Panchayat / Municipality Whether covered under any State / Central Govt. enactment (e.g., Urban Flat Ceiling Act) or notified under agency area / scheduled area / cantonment area.	Greater Mumbai N.A
12	Boundaries of the property i. North ii. South iii. East iv. West	Mathuradas Road Soni Bungalow New Giri Kunj Sarojini Naidu Road
13	Dimension of the site / Flat North South East West	As per actual As per Sr. No.12 As per Deed N.A
14	Extent of the site	Shop No.16-A = 420 sq.ft built up area and Shop No.16-B = 310 sq.ft built up area Total = 730 sq.ft built up area ( As per declaration deed dtd.03/08/2009)
1	Latitude, Longitude & Co-ordinates of flat	Latitude - 19.203090 Longitude- 72.844718
15	Extent of the site considered for valuation (least of 14a & 14b)	730 sq.ft ( As per declaration dtd.03/08/2009)
16	Whether occupied by the owner / tenant? If occupied by tenant since how long? Rent received per month	Subject property was owner occupied at the time of inspection
<b>II APARTMENT BUILDING</b>		
<b>Description</b>		
1	Nature of the apartment	Residential + commercial building
2	Location i. C.T.S. No. ii. Block No. iii. Ward No. iv. Village / Municipality / Corporation v. Door No., Street Road (Pin code)	Sr. no 6
Descriptions of the locality Residential / Commercial / Mixed		Mixed
Year of Construction		1987 [ As per Occupation Certificate]
Number of Floors		Ground + 4 upper floor
Type of Structure		RCC Frame Structure
Number of Dwelling office in the building		NA
Construction		Average



9	Appearance of the Building	Average
10	Maintenance of the Building	Average
11	Facilities Available	No
	i) Lifts	Yes
	ii) Protected Water Supply	Yes
	iii) Underground Sewerage	Yes
	iv) Car Parking - Open / Covered	Open parking
	v) Is Compound Wall Existing?	Yes
	vi) Is Pavement laid around the Building?	Yes
<b>III</b>	<b>Flat/ office/Unit</b>	
1	The floor on which the flat is situated	Ground Floor
2	Door No. Of the flat	Shop No.16-A and 16/B
3	Specification of the flat	
	i. Roof	RCC slab
	ii. Flooring	Vitrified flooring
	iii. Doors	Wooden frame
	iv. Windows	Aluminum Frame
	v. Fittings	Standard fitting
	vi. Finishing	Plastic paint finishing
4	House Tax	
	Assessment No.	} Details not furnished
	Tax paid in the name of	
	Tax amount	
5	Electricity Service Connection no.	
	Meter Card is in the name of	
6	How is the maintenance of the shop	Average
7	Sale deed executed in the name of	Details not furnished
8	What is the Undivided area of land	Details not furnished
9	What is the Plinth area of the unit?	<b>Shop No.16-A = 420 sq.ft built up area and Shop No.16-B = 310 sq.ft built up area Total = 730 sq.ft built up area ( As per declaration deed dtd.03/08/2009)</b>
0	What is the floor space index (FSI)	As per regulation
1	What is the Carpet area of the unit?	608.33 sq.ft Carpet area
2	It is Posh/I Class/Middle/Ordinary	Medium
3	It is being used for Residential or Commercial purpose?	Commercial purpose
4	Is it Seller occupied or Let out?	Owner occupied at the time of inspection
5	If rented, What is the monthly rent?	Not applicable
	<b>MARKETABILITY</b>	
	How is the marketability?	Average



2	What are the factors favouring for an extra Potential Value?	Kandivali West is a suburb situated at the junction of Mahatma Gandhi Road and Link Road. It offers good connectivity to commercial hubs such as Bandra Kurla Complex, Goregaon and Andheri. Kandivali West offers excellent road and rail connectivity through Mulund-Goregaon Link Road, Malad-Andheri Link Road and Western Highway. It has near to proposed metro station, Coastel Road and near to schools, colleges, banks, hospitals, beach, malls and markets. All civic amenities nearby property.
3	Any negative factors are observed which affect the market value in general?	No
V	<b>RATE</b>	
1	After analysing the comparable sale instances, what is the composite rate for a similar Flat with same specifications in the adjoining locality?	Rs.33,000/- per sq.ft
2	Assuming it is a new construction, what is the adopted basic composite rate of the Flat under valuation after comparing with the specification and other factors with the Flat under comparison	Rs.33,000/- per sq.ft
3	Break - up for the rate	
	i. Building + Services	Rs.1,680/- sq.ft
	ii. Land + Others	Rs.31,320/- sq.ft
4	Guidelines rate obtained from the Registrar's office	Rs.19,671/-sq.ft [ After depreciation]
VI	<b>COMPOSITE RATE ADOPTED AFTER DEPRECIATION</b>	
a	i. Depreciated building rate	Rs.1,680/- sq.ft
	ii. Replacement cost of unit with services (v(3)i)	Rs.1,680/- sq.ft
	iii. Age of the building	34 years
	iv. Life of the building estimated	26 years [subject to regular repairs and maintenance]
	v. Depreciation percentage assuming the salvage value as 10%	40%
	vi. Depreciation Ratio of the building	40%
	Total composite rate arrived for valuation	
	Depreciated building rate VI (a)	Rs.1,680/- sq.ft
	Rate for Flat & other V (3) ii	Rs.31,320/- sq.ft
	Composite Rate	Rs.33,000/- sq.ft.



## DETAILS OF VALUATION

Sr no	Description	Qty .	Rate per unit Rs.	Estimated value Rs.
1	Present value of the flat(car parking ,if provided)	<b>No Parking space</b>	----	<b>Rs.2,40,90,000/-</b>
2	Wardrobes			
3	Showcases/			
4	Kitchen arrangements			
5	Superfine finish		<b>Shop</b>	<b>Nil</b>
6	Interior Decorations			
7	Electricity deposits/electrical fittings			
8	Extra collapsible gates /grill works etc.			
9	Potential value ,if any			
10	Others			
	<b>Total</b>			<b>Rs.2,40,90,000/-</b>

Here the approved valuer should discuss in detail his approach (Market Approach, Income Approach and Cost Approach) to valuation of property and indicate how the value has been arrived at, supported by necessary calculation. Also such aspects as impending threat of acquisition by government for road widening /public service purposes , submerging & applicability of CRZ provision (Distance from sea- coast/ tidal level must be incorporated) and their effect on i) Saleability ii) likely rental values in future and iii) any likely income it may generate may be discussed).

In this case 04 Asking rate were obtained from Real Estate Portal. Copies of the instance are enclosed

Value has been arrived by Market Approach.(i.e. Comparable method of valuation).  
 Report is prepared on the basis of furnished documents by bank and we have relied  
 on documents as provided by the State Bank of India, Kandivali Indl. Estate Branch &  
 presume the same to be Authentic and true.  
 As a result of my appraisal and analysis it is my considered opinion that the

Present market value of the above property in the condition with aforesaid specification is	Rs.2,40,90,000/-	Rupees Two Crore Forty Lakhs Ninety Thousand only
Book value of the above property as of is	N. A.	N. A.
The Realizable value of the above property is	Rs.2,16,81,000/-	Rupees Two Crore Sixteen Lakhs Eighty One Thousand only
Distress value of the above property is	Rs.1,92,72,000/-	Rupees One Crore Ninety Two Lakhs Seventy Two Thousand only

Date:- 09.03.2021  
 Place:- Mumbai.

For KHANDEKAR ARCHITECTS & SURVEYORS

*Datta*

MR. DATTA KHANDEKAR (Proprietor)  
 Govt. Reg. Valuer (Wealth Tax Reg. No. CAT-I/320 of 2000)  
 Approved Valuer (IOV-No-F-23521)  
 IBBI Reg. Valuer (IBBI/RV/07/2019/11485)

The undersigned has inspected the property details in the valuation report dated..... on.....We are satisfied that the fair and reasonable market value of the property is Rs. \_\_\_\_\_ ( Rs. \_\_\_\_\_ only)  
 Date:

Signature  
 (Name & Designation of the Inspecting official/s)

Countersigned (Branch Manager)





THE NEW PAKRUTI CO-OPERATIVE HOUSING SOCIETY LIMITED

(Registered under M.C.S. Act 1980) (Registration No. (T.C.) 6187 and Date 20/2/92)

No. 34

Authorised Share Capital Rs. 250/- Divided into 5 (FIVE) Shares each of Rs. 50/- only  
Member's Register No. 34

THIS IS TO CERTIFY that Shri / Smt. SHREE RAM AGENCIES

of ONE HUNDRED is the Registered Holder of [ FIVE ] Shares from No. SIXTY - SIX to SEVENTY of Rs. 250/- [ TWO HUNDRED FIFTY ONLY ]

in THE NEW PAKRUTI CO-OPERATIVE HOUSING SOCIETY LTD.

in MATHURAPADA ROAD subject to the Bye-laws of the said Society and that upon each of such Shares the sum of Rupees Fifty has been paid

GIVEN under the Common Seal of the said Society at this

day of February 1992

FOURTEEN

SHOP/6A

*[Signature]*

Chairman

*M. H. Sanyal*

Hon. Secretary

*[Signature]*

Member of the Committee

P. T. O.

B/A/U-2/6478/8

SHOP NO 16A

T-18

copy 62

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**AAKRUTI**

**APARTMENTS**

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MATHURADAS ROAD, KANDIVLI (WEST),

BOMBAY - 400 067.

APARTMENT



We say that we have paid the full consideration of Rs. 2,30,000/- (RUPEES TWO LAKHS THIRTY THOUSAND ONLY) to the said THE BUILDERS.

We state, declare and confirm that the said THE BUILDERS put us into quiet, vacant and peaceful possession of the said Shop No. 16-A.

We state, declare and confirm that the said Agreement dated 26th January, 1988 is still in force and valid and the terms and conditions are binding on us.

We state and declare that the Executor Partner viz. MR. MANOJ HARISHCHANDRA CHANDGOTHIA retired from the firm w.e.f. 01.04.1991 and instead MR. ASHISH HARIDHYAN CHANDGOTHIA was admitted as the Partner - Copy of change in constitution of Partnership firm certified by the Registrar of Firms, Mumbai is attached herewith as Annexure. We have attached an affidavit (duly stamped, executed and notarized on 28.07.2009) stating the above mentioned fact.

We further state and declare that after execution of the said Agreement dated 26th January, 1988 the same remained to be lodged for registration before the Sub-Registrar of Assurances as provided under the Indian Registration Act, 1908 and admit the execution thereof. The aforesaid Agreement dated 26th January, 1988 is now duly stamped with the Collector of Stamps, Borivali, Mumbai, under Case No. 2/6478/2008 dated 27.07.2009.

We, therefore, state, declare and confirm that the said Agreement dated 26th January, 1988 between the said THE BUILDERS and ourselves is valid, subsisting and binding on us.



We, therefore, now desire to lodge it for registration, admit execution thereof and to ratify and confirm the execution thereof with the office of the Registrar/Sub-Registrar of Assurances, on the same terms and conditions note out therein and ratify and confirm and agree to abide by the same and every part thereof as if the said Agreement dated 26th January, 1988 is duly registered under the Registration Act, 1908 and shall take effect in all respect thereto as if the parties thereto have been appeared before the Sub-Registrar of Assurances and admit the execution in time.

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१००९

**SCHEDULE OF THE PROPERTY**

Shop No 16-A on Ground Floor admeasuring 420 sq ft Built-up area, in the building known as AKRUTI APARTMENTS of NEW AKRUTI CO-OP. HSG. SOC. LTD., situated at Mathuradas Road, Kandivali (West), Mumbai - 400 067, constructed on all that piece and parcels of land bearing C.T.S.No.108 of Village : Malad (North), Taluka : Borivali, in Mumbai Suburban District. The Building consists of Ground plus 4 (four) upper Floors without Lift and year of construction of the Building is 1979.

Whatever stated herein above is true and correct.

Solemnly Affirmed at **MUMBAI** )

This 3rd of **AUGUST, 2009** )

**M/S. SHREE RAM AGENCIES** )

Through its Partner )

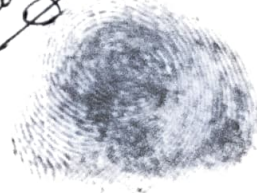
**MR. ASHISH HARIDHIYAN CHANDGOTHIA** )

In presence of HARISH CHANDGOTHIA )

*H. Chandgothia*



*H. Chandgothia*



**DECLARANTS**





I, ASHISH HARIDHIYAN CHANDGOTHA, an adult, Indian Inhabitant, residing at Shree Ram House, 94, S. V. Road, Kandivli West, Mumbai-400067 do hereby state and declare on solemn affirmation as under:

[1] I say that I am the present partner of M/s. Shree Ram Agencies having its registered office previously at Shree Ram House, 94, S. V. Road, Kandivli West, and presently at Shop No. 16/B, Akruti Apt., Mathuradas Road, Kandivli West, Mumbai-400067.

[2] I say that the shop No. 16/B, Akruti Apt., Mathuradas Road, Kandivli West, Mumbai-400067 of the partnership firm of M/s. Shree Ram Agencies was purchased under an agreement for sale dated 26<sup>th</sup> January, 1988 from M/s. Suryaraj Builders having their office at B/4, New Chandrodaya, Bhanushali Lane, Ghatkopar Mumbai-400077 on the terms and conditions and for the consideration more particularly described in the said agreement executed by Manoj Harish Chandra Chandgothia, the then partner of M/s. Shree Ram Agencies.

[3] I say that the said agreement for sale dated 26.01.1988 was not stamped and registered by the firm M/s. Shree Ram Agencies inadvertently and as such the same was lodged for registration and payment of stamp duty under amnesty scheme 2008 vide case No. COB/AY/U2/6480 declared by Govt. of Maharashtra.

[4] I say that the constitution of the said partnership firm M/s. Shree Ram Agencies was changed and the said executor Manoj Harishchandra Chandgothia retired from the firm with effect from 1<sup>st</sup> April, 1991 and I joined the firm on and from 1<sup>st</sup> October, 1992 as the partner as reflected in the certified copy issued by the Registrar of Firms in this regard and the certificate dated 29.12.2008 issued by Chartered Accountants A. P. Ruparelia & Associates [copy attached].

[5] I say that under the circumstances, Manoj H. Chandgothia, the executor of the said agreement for sale dated 26.01.1988 on behalf of partnership firm has retired from the firm and no longer the partner in the said firm.

For Karpal Co-op. Bank Ltd.

*[Signature]*  
 Authorized Signatory  
 The Karpal Co-operative Bank Ltd.  
 1st Floor, Mathuradas Road,  
 Mumbai-400 067.  
 P-55, T.P.V. C. R. 11061/08/05/2001-2004

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[6] The said agreement for sale dated 26.01.1988 has now been stamped under the said Amnesty Scheme, 2008 and ready for registration. However, the registration department has asked for the presence of the executor, the said Manoj Harishchandra Chandgothia at the time of registration of the said agreement under the Amnesty Scheme, 2008.

[7] I say that the said Manoj Harishchandra Chandgothia executed the said agreement for sale dated 26.01.1988 as the partner of M/s. Shree Ram Agencies and not in his individual capacity. Since the said Manoj H. Chandgothia has retired from the firm in 1991, he has refused to put his signature for the purpose of registration on behalf of the partnership firm of M/s. Shree Ram Agencies now after his retirement as per Partnership Act.

[8] I am therefore making this affidavit for submitting the same to the registering authority to bring the said facts on their record and to allow me to register the said agreement on behalf of the firm under the provisions of law.

What is stated hereinabove is true and correct and I believe the same to be true.

Solemnly affirmed at Mumbai ]

On this 28th day of July, 2009. ]


Explained & identified by me,



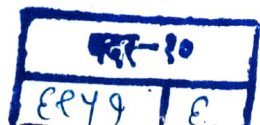
Before me.



BEFORE ME

  
RAMRAO S. KEDAR  
Solemnly Greater Mumbai  
4, Rushabh Apt.,  
Near Jain Temple,  
Kumar Village, Malad (E)  
Mumbai - 400 097

28/7/2009



# New Aakruti Co-op. Housing Society Ltd.

290, Mathuradas Road, Kandivli (West), Bombay-400 067.  
Reg. No. BOM. WR HSG. (T. C.) 6187 Dated 20/2/92

Date : 26.11.2008

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

## TO WHOMSOEVER IT MAY CONCERN

This is to certify that Shop No.16-A is owned by SHREE RAM AGENCIES Area of Shop is 420 Sqft. Built up owner is bonafied member of our Society Building consist Ground + 4<sup>th</sup> Floors without lift year of Construction is 1979

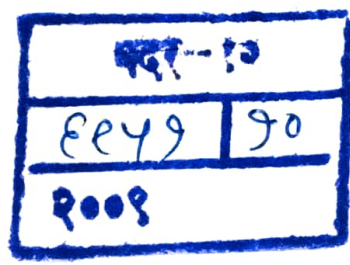
This certificate issue on request of member for purpose of stamp duty Amnesty Scheme.

For New Aakruti Co-op. Hsg. Soc. Ltd.

*[Signature]*  
Chairman

Treasurer

Secretary





MUNICIPAL CORPORATION

NO.08/3393/DSII/AR

7 AUG 1987

TO: Sbrri A.V.Vora & Associates,  
105, Atlanta Nariman Point,  
Bombay-400 021.

Sub : Permission to occupy the completed bldg.  
on plot bearing C.T.S.No.108, Mathuradas  
Road, Kandivali(W)

Ref : Your letter No.397/87/3099 dt.10.6.87.

Sir,

By direction, I have to inform you that the permission to occupy the completed portion of Ground + 4th upper floors, shown by you in the red colour in the plans submitted by you on 10.6.87 is hereby granted. Please note that this permission is without prejudice to action under section 353A/474 of B.M.C.Act and subject to following conditions :



1. That the certificate u/s 270A of D.M.C.Act shall be obtained from A.E.W.W.R/South and a certified copy of the same shall be submitted to this office.
2. That all the Intimation of Disapproval objections including B.C.C.refusal conditions and notes should be duly complied with.
3. That all the remaining work should be completed within one year hereof.
4. That the society shall be registered within four months from the date hereof or before B.C.C., whichever is earlier.
5. That the addl. bathroom shown in approved plan should be constructed as per registered undertaking submitted by your client after the court case is over.

Yours faithfully,

*S.P.*  
Executive Engineer Bldg. Prop.(WS)'R'

COPY to: 1. OWNER - *Duvraj - B. Zoni*  
2. S.E.V. 3. A.E.W.W.R/S 4. A.A. & C.R/S  
5. A.H.S.R.III. 6. W.O. S/S 7. Dy. E.(D.P.)

87-30
EE49/99
Room

Ex. Engr. Bldg. Prop.(WS)'R'

On the basis of... produced before...

*[Signature]*  
R. Advoc.

# New Aakruti Co-op. Housing Society Ltd.

290, Mathuradas Road, Kandivli (West), Mumbai - 400 067

Reg No. BOM WR HSG (T.C.) 6187 Dated 20/2/02

Date: \_\_\_\_\_

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

16<sup>th</sup> May 2020

The Assistant General Manager,  
State Bank of India,  
Retail Assets Centralised Processing Cell  
Borivali - Mumbai.

Annx-B

We, M/s New Aakruti Co-Op Housing Society Ltd. hereby certify that:

1. Shop No 16A & 16B in New Aakruti Co-Op Housing Society Ltd. (name of the Building, if any) situated at/ ~~to be constructed~~ at 290, Mathuradas Road, Kandivli W, Mumbai - 400 067 of R/South (ward) Malad North bearing Survey No 108 has been allotted to M/s. Shree Ram Agencies.
2. That the total cost of the Shop/Office is Rs. 78,89,360.00 (Rupees Seventy Eight Lakhs Eighty Nine Thousand Three Hundred Sixty only).
3. ~~That title to the said land and the building thereon is clear, marketable and free from all encumbrances and doubts.~~
4. We confirm that we have no objection whatsoever to M/s. Shree Ram Agencies mortgaging the Shop/Office to State Bank of India as security for the amount advanced by the Bank.
5. We have not borrowed from any financial institution for purchase of land or construction of building and have not created and will not create any encumbrances on the flat/house allotted to him/her/them during the currency of the loan sanctioned / to be sanctioned by the Bank to him/her/them.
6. We hereby state and confirm that the building plan sanctioned under commencement/Occupancy certificate No. OE/3393/BSII/AR dated August 1987 shall not be altered / changed without the prior written consent of the flat purchaser.

We further stake and undertake to record the charge of the bank on the said flat in our register and further agree to inform and give proper notice to the Co-operative Housing Society or an Association of Apartment Owners as and when formed, about the said flat being so mortgaged to your bank.

Signature of Authorised office bearers of the society with stamp  
OR Builders' Signature with stamp



6951387

01/11/2017

Note:-Generated Through eSearch  
Module.For original report please  
contact concern SRO office.

## सूची क्र.2

द्वयम निबंधक : सह दु.नि.का-बोरीवली 4

दस्त क्रमांक : 6951/2009

नोंदणी :

Regn:63m

### गावाचे नाव : मालाड

(1)विलेखाचा प्रकार	घोषणा पत्र
(2)मोबदला	रु.0
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु. 0
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	पालिकेचे नाव:इतर वर्णन :दुकान नं 16 ए , तळमजला , न्यु आकृती को.ऑ.हौ.सो.लि., मथुरादास रोड , कांदिवली प मुं -67., मूळ दस्तात भरलेले मु.शु रुपये 40,350/- व दंड रुपये 1000/-., सी ओ बी /ए /यु-2/6478/08 दि. 27/07/09. बाजार मुल्य रुपये 4,03,500/- व मोबदला रुपये 2,30,000/-.,विलेज मालाड (उत्तर).
(5) क्षेत्रफळ	एकुण क्षेत्रफळ 39.03 चौ.मि.बिल्ट अप
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	-
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	नाव:-श्री राम एजन्सीज चे भागीदार आशिष हरीघ्यान चाँदगोठीया - - ,
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	नाव:- - - ,
(9) दस्तऐवज करुन दिल्याचा दिनांक	03/08/2009
(10)दस्त नोंदणी केल्याचा दिनांक	06/08/2009
(11)अनुक्रमांक,खंड व पृष्ठ	6951/2009
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	4150



hereinafter called "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof deemed to include his/her heirs, executors and administrators) of the Second Part;

WHEREAS by an Indenture of Conveyance dated 30th April, 1979 made between Goswami Vithaleshrajji Wageshlalji Maharaj, therein called "The Vendor" and the Builders herein called The "Plot Purchasers", whereby the

Vendor herein for the consideration mentioned therein, transfer, assign and assure unto the Builders herein, a Piece or Parcel of Land or Ground lying and being of Mandivali and more particularly described in the Schedule thereunder, which is the same as the FIRST SCHEDULE hereunder written AND shown on the plan thereto annexed and surrounded by red coloured



boundary 229/23  
AND WHEREAS the said Indenture of Conveyance has been lodged for registration with the Sub-Registrar of Assurances of Bombay under Serial No. S-1225 on 30th April, 1979;

AND WHEREAS by an Indenture of Lease which is proposed to be made hereafter between The Builders herein/therein called the Lessors and Smt. Vijaya Vadilal Shah and Indira C. Vora, therein called The Lessees, whereby the portion of the property will be demised unto the said Lessees with the right of way from Mathuradas Road to the said plot of land on the terms and conditions and covenants set out therein, (A draft of the said Indenture of Lease is settled between the parties) which is seen and accepted by the Purchaser.

AND WHEREAS the said Indenture of lease will be lodged for registration with the Sub-Registrar at Bombay.

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Bombay under Serial No. \_\_\_\_\_

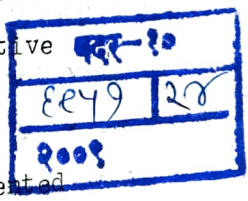
AND WHEREAS the Builders have submitted and got sanctioned the Plans by the Municipal Corporation of Greater Bombay for the construction of the building or buildings thereon;

AND WHEREAS the Builders have started the construction of the building known as "AAKRUTI APARTMENTS" of the ground and four upper floors as per the Plans sanctioned by the Municipal Corporation of Greater Bombay under No. \_\_\_\_\_;

AND WHEREAS the Title Certificate in respect of the said property has been issued by M/s. Shah & Sanghavi, Advocates & Solicitors a copy whereof is hereto annexed and marked EXHIBIT "A";



AND WHEREAS the Builders have furnished a copy of the said Conveyance dated 30th April, 1979 and such other documents and papers as may be necessary to the Purchaser/s under the provisions of the Maharashtra Co-operative Societies Act and the rules framed thereunder;



AND WHEREAS the Purchaser/s has/have hereby consented to the variations, alterations and amendments to the said Plans sanctioned by the Municipal Corporation of Greater Bombay as required by the Municipal Corporation of Greater Bombay or the Builders herein;

AND WHEREAS the Purchaser/s has/have accepted the Title Certificate issued by M/s. Shah & Sanghavi, and agrees hereto not to go behind the same;

AND WHEREAS the Purchaser has agreed to acquire and the Builders have agreed to sell a Flat/Shop/Garage on

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the Ground Floor bearing No. 16A, to the Purchaser/s on the terms and conditions more particularly agreed by and between them NOW THIS INSTRUMENT WITNESSETH AS UNDER :-

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties as follows :-

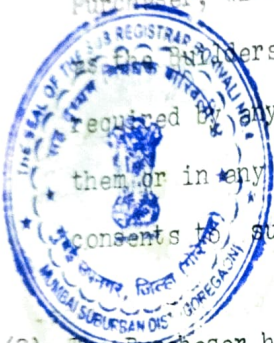
(1) The Builders shall, under normal conditions, construct a Building, as per said Plans, designs and specifications seen and approved by the Purchaser, with such variations and modifications as the Builders may consider necessary or (may be required by any Public Authority to be made in them or in any of them. The Purchaser hereby consents to such variations.

(2) The Purchaser hereby agrees to acquire the said ~~Plot/Shop/Garage~~ No. 16A on the ground Floor as shown on the Plan hereto annexed and surrounded by red coloured boundary line at or for the price of Rs. 2, 30, 000 (Rupees two lacs thirty thousand --- --- ---).

The Purchaser agrees to pay to the Builders the said consideration or Purchase price of Rs. 2, 30, 000/- as under :-

(a) By payment of Rs. 2, 30, 000 (Rupees two lacs thirty thousand only -) as Deposit on the execution of this Agreement.

(b) By making the following part payments towards the balance of the Purchase Price, shall be



₹ 2,30,000	
₹ 2,30,000	24
Rupees	

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payable in the manner and by the instalments specified below, within 7 days of the Builders giving to the Purchaser, written notice calling for payment of the said amount :

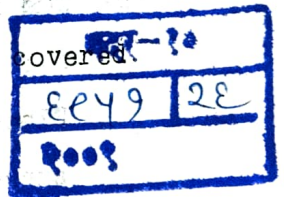
- (i) Rs. 2,30,000 On or before 26/1/88
- (ii) Rs. ~~\_\_\_\_\_~~ On or before \_\_\_\_\_
- (iii) Rs. ~~\_\_\_\_\_~~ On or before \_\_\_\_\_
- (iv) Rs. ~~\_\_\_\_\_~~ On or before \_\_\_\_\_
- (v) Rs. ~~\_\_\_\_\_~~ On or before \_\_\_\_\_
- (vi) Rs. ~~\_\_\_\_\_~~ On or before \_\_\_\_\_
- (vii) Rs. ~~\_\_\_\_\_~~ On or before \_\_\_\_\_
- (viii) Rs. ~~\_\_\_\_\_~~ Being the ultimate

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balance of the purchase Price against delivery or possession of the said Flat/Shop/Garage.

(4) Garage in this Agreement shall mean open or covered Car Parking Space.



(5) If the Purchaser commits defaults in payments of any of the instalments aforesaid on their respective due dates (time being the essence of the contract), the Builders shall be at liberty to terminate this Agreement in which event the said Deposit paid by the Purchaser to the Builders shall stand forfeited. On the Builders terminating this Agreement under this Clause, they shall be at liberty to sell off the said Flat/Shop/Garage to any other persons as the Builders deem fit, at such price as the Builders may determine and the Purchaser shall not be entitled



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01/11/2017

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contact concern SRO office.

## सूची क्र.2

दुय्यम निबंधक : सह दु.नि.का-बोरीवली 4

दस्त क्रमांक : 6951/2009

नोंदणी :

Regn:63m

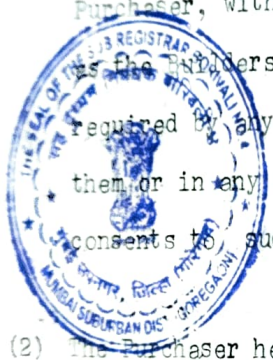
### गावाचे नाव : मालाड

(1) विलेखाचा प्रकार	घोषणा पत्र
(2) मोबदला	रु.0
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु. 0
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	पालिकेचे नाव:इतर वर्णन :दुकान नं 16 ए , तळमजला , न्यु आकृती को.ऑ.हौ.सो.लि., मथुरादास रोड , कांदिवली प मुं -67., मूळ दस्तात भरलेले मु.शु रुपये 40,350/- व दंड रुपये 1000/-, सी ओ बी /ए /यु-2/6478/08 दि. 27/07/09. बाजार मुल्य रुपये 4,03,500/- व मोबदला रुपये 2,30,000/-, विलेज मालाड (उत्तर).
(5) क्षेत्रफळ	एकुण क्षेत्रफळ 39.03 चौ.मि.बिल्ट अप
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	-
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	नाव:-श्री राम एजन्सीज चे भागीदार आशिष हरीघ्यान चाँदगोठीया - - ,
(8) दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	नाव:- - - ,
(9) दस्तऐवज करुन दिल्याचा दिनांक	03/08/2009
(10) दस्त नोंदणी केल्याचा दिनांक	06/08/2009
(11) अनुक्रमांक, खंड व पृष्ठ	6951/2009
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	4150

the Ground Floor bearing No. 16-A, to the Purchaser/s on the terms and conditions more particularly agreed by and between them NOW THIS INDENTURE WITNESSETH AS UNDER :-

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the parties as follows :-

(1) The Builders shall, under normal conditions, construct a Building, as per said Plans, designs and specifications seen and approved by the Purchaser, with such variations and modifications as the Builders may consider necessary or may be required by any Public Authority to be made in them or in any of them. The Purchaser hereby consents to such variations.



(2) The Purchaser hereby agrees to acquire the said ~~Plot/Shop/Garage~~ No. 16A on the ground Floor as shown on the Plan hereto annexed and surrounded by red coloured boundary line at or for the price of Rs. 2,30,000 (Rupees Two Lakhs thirty thousand).

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The Purchaser agrees to pay to the Builders the said consideration or Purchase price of Rs. 2,30,000/- as under :-

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(a) By payment of Rs. 2,30,000 (Rupees Two Lakhs thirty thousand only) as Deposit on the execution of this Agreement.

(b) By making the following part payments towards the balance of the Purchase Price, shall be

