

- Architecture
- Govt. Approved Valuer
- Engineering
- Surveyor & Loss Assessor
- Interiors

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Sharadkumar B. Chalikwar

B.E. (Civil), M.E.,
M.Sc. (Real Estate Valuation)
M.Sc. (Plant & Machinery Valuation),
M.I.C.A., M.I.W.R.S.,
Chartered Engineer, Registered Valuer

CE : AM054371-6
FIE : F 110926/6
FIV : 9863
CCIT : [N] CCIT /1-14/52/2008 09
IBBI : IBBI/RV/07/2019/11744

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Tel.: +91-0240-2485151, Mobile : +91 9167204062, +91 9860863601, E-mail : aurangabad@vastukala.org

Valuation Report of the Immovable Property (For Capital Gain Purpose)



Details of the property under consideration:

Name of Client: **M/s. Anand Silk Mills (Partners - Mr. Anil Omprakash Anand & Mr. Sunil Omprakash Anand)**

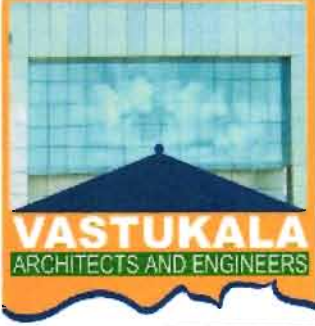
Industrial Shed with 2 Rooms on Ground Floor, Building No. M-3, "**Mehra Industrial Compound**", Andheri Kurla Road, Near Vijay Print Bus Stop, Sakinaka, Andheri (East), Mumbai, PIN – 400 072,
State – Maharashtra, Country – India

Latitude Longitude: 19°06'02.8"N 72°53'05.2"E

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Valuation Report Prepared For: Capital Gain / M/s. Anand Silk Mills (5976/2304321)

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Vastu/Mumbai/01/2024/4827/2304321
03/08-23-VS
Date: 03.01.2024

1. VALUATION OPINION REPORT

This is to certify that the property bearing Industrial Shed with 2 Rooms on Ground Floor, Building No. M-3, "Mehra Industrial Compound", Andheri Kurla Road, Near Vijay Print Bus Stop, Sakinaka, Andheri (East), Mumbai, PIN – 400 072, State – Maharashtra, Country – India belongs to **Protected Tenant - M/s. Anand Silk Mills (Partners - Mr. Anil Omprakash Anand & Mr. Sunil Omprakash Anand)**.

Boundaries of the property.

North : Akruiti Road
South : VTM – 11 Building
East : Internal Road
West : Industrial Unit & Magan Nathuram Road

1. The purpose of this report is to ascertain the Indexed Cost of Acquisition (F. Y. 2023 - 24) of the property as detailed above.
2. The property premises can be assessed and valued for calculation of Capital Gain Tax purpose as on 1st April 2001 at ₹ **23,28,090.00 (Rupees Twenty Three Lakh Twenty Eight Thousand Ninety Only)**
3. The Indexed Cost of Acquisition of Property under consideration as on 2023 – 24 is ₹ **81,01,753.00 (Rupees Eighty One Lakh One Thousand Seven Hundred Fifty Three Only)** without any major Renovation & improvement after 2001.



Mumbai Office : B1-001, U/B Floor, Boomerang, Chandivali Farm Road, Powai, Andheri (E), Mumbai - 400072, M.S., INDIA
Tel.: +91-22-4749 5919, E-mail : mumbai@vastukala.org

4. The following documents were perused :

- A. Copy of Draft Deed of Surrender of Tenancy
- B. Copy of Court Order date 27.09.2023
- C. Copy of Tenant Letter No. KDM / VSP / 95-96 / 18 date 12.09.1995
- D. Copy of Receipt No. R74 date 01.06.1995 in the name of Anand Silk Mills issued by Vijay Synthetic Prints Ltd.
- E. Copy of Receipt No. 26 date 04.11.1973 in the name of Anand Silk Mills issued by Kailashvati Dharampal Mehra.
- F. Copy of Approved Plan No. PLN / 563 / 89 / 31326 / date 22.08.1989 issued by Mumbai Municipal Corporation
- G. Copy of Electricity Bill No. 9912815456 date 07.06.2023 in the name of M/s. Anand Silk Mills.

This assignment is undertaken based on the request from our client **Mr. Sunil Omprakash Anand.**

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 valuation report.

Hence certified.

For **Vastukala Architects & Engineers**

**Sharadkumar
B. Chalikwar**

Digitally signed by Sharadkumar B. Chalikwar
DN: cn=Sharadkumar B. Chalikwar,
o=Vastukala Architects and Engineers,
ou=Mumbai, email=sbchalikwar@gmail.com,
c=IN
Date: 2024.01.03 16:27:22 +05'30'

Sharadkumar B. Chalikwar

Govt. Reg. Valuer

Chartered Engineer (India)

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

Encl: Valuation report in Form – 01



Valuation Report of Industrial Shed with 2 Rooms on Ground Floor, Building No. M-3, "**Mehra Industrial Compound**", Andheri Kurla Road, Near Vijay Print Bus Stop, Sakinaka, Andheri (East), Mumbai, PIN – 400 072, State – Maharashtra, Country – India

2. Part-1 Form 0-1

(See Rule 8 D)

REPORT OF VALUATION OF IMMOVABLE PROPERTY (OTHER THAN AGRICULTURAL LANDS, PLANTATIONS, FORESTS, MINES AND QUARRIES)

2.1. GENERAL:

1	Purpose for which the valuation is made	To assess the Fair Market Value as on 01-04-2001 for computation of Capital Gains Tax .
2	Date of Report	03.01.2024
3	Name of the Owner	Protected Tenant - M/s. Anand Silk Mills (Partners - Mr. Anil Omprakash Anand & Mr. Sunil Omprakash Anand)
4	If the property is under joint ownership, Ownership / co-ownership, share of each such owner. Are the shares undivided?	Company ownership
5	Brief description of the property	Industrial Shed with 2 Rooms on Ground Floor, Building No. M-3, " Mehra Industrial Compound ", Andheri Kurla Road, Near Vijay Print Bus Stop, Sakinaka, Andheri (East), Mumbai, PIN – 400 072, State – Maharashtra, Country – India
6	Location, street, ward no	Near Vijay Print Bus Stop
7	Survey/ Plot no. of land	Survey No. 15/9 to 13 (pt), 52/17(pt)& CTS No. 691 (pt), 691/1 to 3, 691/5 to 691/11 of Village – Mohilli
8	Is the property situated in Residential / commercial/ mixed area/ industrial area?	Industrial
9	Classification of locality-high class/ middle class/poor class	Middle Class
10	Proximity to civic amenities like schools, Hospitals, Offices, market, cinemas etc.	All the amenities are available in the vicinity.
11	Means and proximity to surface communication by which the locality is served	Served by BEST Buses, Auto, Taxies, and Private Vehicles

2.2. LAND

12	Area of land supported by documentary proof. Shape, dimension and physical features	As per Draft Surrender Deed	
		Particulars	Area in Sq. Ft.
		Shed	1,200.00
		2 Rooms	200.00
		Total	1,400.00



		Total Carpet Area = 130.06 Sq. M. i.e. 1400.00 Sq. Ft. (Area as per Draft Surrender Deed)
		Built Up Area = 156.08 Sq. M. i.e. 1680.00 Sq. Ft. (Carpet Area as per Draft Surrender Deed + 20%)
13	Roads, Streets or lanes on which the land is abutting	Andheri Kurla Road, Near Vijay Print Bus Stop, Sakinaka
14	If freehold or leasehold land	Leasehold
15	If leasehold, the name of Lessor/lessee, nature of lease, date of commencement and termination of lease and terms of renewal of lease. (i) Initial premium (ii) Ground rent payable per annum (iii) Unearned increase payable to the Lessor in the event of sale or transfer	By an Articles of Agreement, dated November 8, 1973 (hereinafter referred to as said "1973 Agreement"), the Original Landlord agreed to grant to Vijay Synthetic Prints Private Limited having its office at Mehra Industrial Compound, Andheri Kurla Road, Saki Naka, Mumbai, Maharashtra 400072 (hereinafter referred to as "VSPL"), lease for 98 years at monthly tenancy basis together with the permission to develop and construct on the said Property at VSPL's own cost (As per Draft Surrender Deed)
16	Is there any restriction covenant in regard to use of land? If so attach a copy of the covenant.	As per documents
17	Are there any agreements of easements? If so attach a copy of the covenant	Information not available
18	Does the land fall in an area included in any Town Planning Scheme or any Development Plan of Government or any statutory body? If so give Particulars.	Municipal Corporation of Greater Mumbai.
19	Has any contribution been made towards development or is any demand for such contribution still outstanding.	Information not available
20	Has the whole or part of the land been notified for acquisition by government or any statutory body? Give date of the notification.	No
21	Attach a dimensioned site plan	Attached

2.3. IMPROVEMENTS

22	Attach plans and elevations of all structures standing on the land and a lay-out plan.	N.A.
23	Furnish technical details of the building on a separate sheet (The Annexure to this form may be used)	Attached
24	Is the building owner occupied/ tenanted/ both?	Vacant
	If the property owner occupied, specify portion and extent of area under owner-occupation	Vacant
25	What is the Floor Space Index permissible and Percentage actually utilized?	<ul style="list-style-type: none"> Floor Space Index Permissible – As per Development Control of Regulation of



		Municipal Corporation of Greater Mumbai
		• FSI percentage actually utilized - Information not available

2.4. RENTS

26	(i)	Names of tenants/ lessees/ licensees, etc	Protected Tenant - M/s. Anand Silk Mills (Partners - Mr. Anil Omprakash Anand & Mr. Sunil Omprakash Anand)
	(ii)	Portions in their occupation	Full
	(iii)	Monthly or annual rent /compensation/license fee, etc. paid by each	N.A.
	(iv)	Gross amount received for the whole property	N.A.
27		Are any of the occupants related to, or close to business associates of the owner?	N.A.
28		Is separate amount being recovered for the use of fixtures, like fans, geysers, refrigerators, cooking ranges, built-in wardrobes, etc. or for services charges? If so, give details	N.A.
29		Give details of the water and electricity charges, if any, to be borne by the owner	No water connection
30		Has the tenant to bear the whole or part of the cost repairs and maintenance? Give particulars	Information not available
31		If a lift is installed, who is to bear the cost of maintenance and operation- owner or tenant?	Information not available
32		If a pump is installed, who is to bear the cost of maintenance and operation- owner or tenant?	Information not available
33		Who has to bear the cost of electricity charges for lighting of common space like entrance hall, stairs, passage, compound, etc. owner or tenant?	Information not available
34		What is the amount of property tax? Who is to bear it? Give details with documentary proof	Information not available
35		Is the building insured? If so, give the policy no., amount for which it is insured and the annual premium	Information not available
36		Is any dispute between landlord and tenant regarding rent pending in a court of rent?	Information not available
37		Has any standard rent been fixed for the premises under any law relating to the control of rent?	Information not available

2.5. SALES

38	Give instances of sales of immovable property in the locality on a separate sheet, indicating the Name and address of the property, registration No., sale	As per sub registrar of assurance records.
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	price and area of land sold.	As the property is governed by Maharashtra Rent Control Act, and market practice in Mumbai for such properties, we have considered property ownership value of 66.67% to Protected Tenants and 33.33% to Land lord. Accordingly the value is divided into parts.
39	Land rate adopted in this valuation	N. A. as the property is valued by composite rate method
40	If sale instances are not available or not relied up on, the basis of arriving at the land rate	Copy of Stamp Duty Ready Reckoner for the year 2001 attached

2.6. COST OF CONSTRUCTION

41	Year of commencement of construction and year of completion	Year of Construction – 1948 (As per Society Letter)
42	What was the method of construction, by contract/By employing Labour directly/ both?	Information not available
43	For items of work done on contract, produce copies of agreements	N. A.
44	For items of work done by engaging Labour directly, give basic rates of materials and Labour supported by documentary proof.	N. A.

3. PART II- VALUATION

3.1. General:

Under the instructions of **Mr. Sunil Omprakash Anand**, we have valued the Industrial Shed with 2 Rooms on Ground Floor, Building No. M-3, "**Mehra Industrial Compound**", Andheri Kurla Road, Near Vijay Print Bus Stop, Sakinaka, Andheri (East), Mumbai, PIN – 400 072, State – Maharashtra, Country – India to ascertain the market value of said property, as on 1st April 2001 for computation of Capital Gains Tax.

We are in receipt of the following documents:

- Copy of Draft Deed of Surrender of Tenancy
- Copy of Court Order date 27.09.2023
- Copy of Tenant Letter No. KDM / VSP / 95-96 / 18 date 12.09.1995
- Copy of Receipt No. R74 date 01.06.1995 in the name of Anand Silk Mills issued by Vijay Synthetic Prints Ltd.
- Copy of Receipt No. 26 date 04.11.1973 in the name of Anand Silk Mills issued by Kailashvati Dharampal Mehra.
- Copy of Approved Plan No. PLN / 563 / 89 / 31326 / date 22.08.1989 issued by Mumbai Municipal Corporation
- Copy of Electricity Bill No. 9912815456 date 07.06.2023 in the name of M/s. Anand Silk Mills.



3.2. Location:

The said building is located at Survey No. 15/9 to 13 (pt), 52/17(pt)& CTS No. 691 (pt), 691/1 to 3, 691/5 to 691/11 of Village – Mohilli in Municipal Corporation of Greater Mumbai. The property falls in industrial Zone. It is at 550 M. travel distance from Saki Naka Metro Station.

3.3. Building / Property:

The structure is load bearing of Ground floor with AC sheet roof. The Industrial building is known as “**Mehra Industrial Compound**” It is used for Industrial purpose. It is without lift.

3.4. Shed :

The shed under reference is of Ground floor. The composition of shed is working area + 2 Rooms. Mosaic tiles flooring, M.S. Rolling Shutter to shed and common shutter to 2 rooms, open electrification is provided.

3.5. History:

A. One Mrs. Kailashvati Dharampal Mehra, residing at 5-D Prem Kutir, 177 Marine Drive Mumbai – 400 020 hereinafter referred to as the “**Original Landlord**”, was the absolute owner of, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all those piece and parcel of land or ground hereditaments and premises admeasuring in an aggregate an area of 6558.00 sq. yds or thereabouts equivalent to 5483.35 sq. mtrs. or thereabouts bearing Survey No. 15 H. No. 9 to 13 (part) , Survey No. 52 H. No. 17 (part) and City Survey Nos. 691(Part), 691/1 to 691/3, and 691/5 to 691/11 of Village Mohilli, situate lying and being at Saki Naka, Andheri Kurla Road, Mumbai 400 072 hereinafter referred to as “**said Property**”.

B. By an Articles of Agreement, dated November 8, 1973 (hereinafter referred to as said “**1973 Agreement**”), the Original Landlord agreed to grant to Vijay Synthetic Prints Private Limited having its office at Mehra Industrial Compound, Andheri Kurla Road, Saki Naka, Mumbai, Maharashtra 400072 (hereinafter referred to as “**VSPL**”), lease for 98 years at monthly tenancy basis together with the permission to develop and construct on the said Property at VSPL’s own cost.

C. In pursuance of the said 1973 Agreement, VSPL took possession of the said Property and constructed certain buildings and structures thereon, including the premises being Shed admeasuring 1200 sq. ft. (approx.) and 2 (two) adjoining rooms admeasuring 200 sq. ft. (approx.), total admeasuring 1400 square feet carpet area or thereabouts, on the ground floor of the building M-3 Structure Part, in Mehra Industrial Compound situate at Andheri Kurla Road, Saki Naka, Mumbai 400072 (hereinafter referred to as the “**said Premises**”) more particularly described in the Schedule hereunder written and outlined in the plan annexed hereto.



- D. Thereafter by way of a Deed of Surrender dated June 29, 1995 executed between VSPL and Original Landlord, VSPL vacated possession and surrendered the leasehold rights in the said Property (including the said Premises) to the Original Landlord on an 'as is where is' basis subject to the subsisting tenancies.
- E. The Original Landlord passed away on or about the January 25, 2001 and has left behind her Will, duly executed at Mumbai, on June 29, 1995 and the Codicil to the Will duly executed at Mumbai, on July 11, 2000 (hereinafter referred to as said "Will"). By way of the said Will, the Original Landlord devised and bequeathed absolutely to her son Mr. Pradeep Dharampal Mehra, the Landlord herein *inter alia* the said Property, including the said Premises.
- F. In pursuance to the above the Landlord herein is the absolute owner of, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises.

- G. One, M/s Anand Silk Mills, a partnership firm, was the tenant and occupant, hereinafter referred to as the "**Original Tenant**", of the said Premises since on or about April 1, 1975 and paying rent of Rs. ____ per month to the Landlord.
- H. Vide its letter dated November 09, 2016 the Original Tenant requested the Landlord for the transfer of its tenancy rights to the Tenant.
- I. In view of the aforesaid request, the Landlord, vide his letter dated November 11, 2016 gave his consent to transfer the tenancy right in respect of the said Premises, subject to abiding by the rules, regulations and guidelines thereof and the payment of the rent amount and other dues that are or may become payable in respect of the said Premises. The Original Tenant and the Tenant acknowledged the said consent letter issued by the Landlord, thereby consenting to the terms of the transfer of tenancy rights in respect of the said Premises.
- J. Accordingly, the Tenant is the lawful tenant in respect of the said Premises and the rent receipt in respect of the said Premises as on date stands in the name of the Tenant;



3.6. Valuation as on 1st April 2001 of the Industrial Shed with 2 Rooms:

The Built up area of the Property in Sq. Ft.	:	1,680.00
The Built up area of the Property in Sq. M.	:	156.08
<u>Depreciation Calculation:</u>		
Year of Construction of the building	:	1948 (As per Society Letter)
Expected total life of building	:	60 years
Age of the building as on 2001	:	53 years
Cost of Construction	:	156.08 x ₹ 4,500.00 = ₹ 7,02,360.00
Depreciation	:	79.50%
Amount of depreciation	:	₹ 5,58,376.00
Rate as on 1-4-2001 for Industrial Property Premises (As per Ready Reckoner 2001)	:	₹ 23,800.00 per Sq. M.
Rate considered for valuation Value of Property as on 2001.	:	156.08 Sq. M. x ₹ 23,800.00 = ₹ 37,14,704.00
Depreciated Fair Value of the property as on 01-04-2001 (A)	:	₹ 37,14,704.00 - ₹ 5,58,376.00 = ₹ 31,56,328.00
Add for Stamp Duty charges (B)	:	₹ 3,15,633.00
Add for Registration charges (C)	:	₹ 20,000.00
Total Cost of Acquisition (A + B + C)	:	₹ 34,91,961.00
The proportionate share of Protected Tenant (66.67%) as per market practice in Mumbai for such type of properties.	:	₹ 23,28,090.00
The proportionate share of Owner / Landlord (33.33%) as per market practice in Mumbai for such type of properties.	:	₹ 11,63,871.00
3.6.1. Indexed Cost of Acquisition		
1. Cost Inflation Index for 2001 (Considering the transaction shall be made after 01.04.2017)	:	100
2. Cost Inflation Index for 2023 - 24	:	348
3. Indexed Cost of Acquisition (₹ 23,28,090.00 * 348/ 100)	:	₹ 81,01,753.00



Taking into consideration above said facts, we can evaluate the value of Industrial Shed with 2 Rooms on Ground Floor, Building No. M-3, "**Mehra Industrial Compound**", Andheri Kurla Road, Near Vijay Print Bus Stop, Sakinaka, Andheri (East), Mumbai, PIN – 400 072, State – Maharashtra, Country – India for this particular purpose at **₹ 23,28,090.00 (Rupees Twenty Three Lakh Twenty Eight Thousand Ninety Only)** as on **1st April 2001**.

3.7. NOTES

1. I, Sharadkumar B. Chalikwar with my experience and ability to judgment I am of the considered opinion that the fair market value of the property as on **1st April 2001** is **₹ 23,28,090.00 (Rupees Twenty Three Lakh Twenty Eight Thousand Ninety Only)**. Value varies with time and purpose and hence this value should not be referred for any purpose other than mentioned in this report.
2. This valuation is done on the basis of information, which the valuer has obtained by information provided by the client about the premises and location of the surrounding area and also prevailing rates in the surrounding area, and further subject to document as mentioned in valuation report.
3. This valuer should not be held responsible for authentication of documents, clear title and other such related matters. For that purpose Latest Legal Opinion should be sought.

4. ANNEXURE TO FORM 0-1

1.	No. of floors and height of each floor	Ground + 1 Upper floor
2.	Plinth area floor wise as per IS 3361-1966	Information not available
3.	Year of construction	Year of construction – 1948 (As per Society Letter)
4.	Estimated future life as on year 2001	07 years
5.	Type of construction- load bearing walls/RCC frame/ steel frame	Load bearing structure
6.	Type of foundations	R.C.C with Load bearing structure
7.	Walls	All external walls are 9" thick and partition walls are 6" thick.
8.	Partitions	6" thick brick wall
9.	Doors and Windows	M.S. Rolling shutter
10.	Flooring	Mosaic tiles flooring
11.	Finishing	Internal walls are finished Cement Plaster. External walls are finished with sand faced plaster
12.	Roofing and terracing	AC sheet roof
13.	Special architectural or decorative features, if	N.A.



	any	
14	(i) Internal wiring – surface or conduit	Open wiring
	(ii) Class of fittings: Superior / Ordinary / Poor.	Ordinary
15	Sanitary installations	
	(i) No. of water closets	Not found
	(ii) No. of lavatory basins	
	(iii) No. of urinals	
	(iv) No. of sinks	-
	Class of fittings: Superior colored / superior white/ordinary.	-
16	Compound wall	Found
	Height and length	
	Type of construction	
17	No. of lifts and capacity	No lift.
18	Underground sump – capacity and type of construction	R.C.C. Tank
19	Over-head tank	Not found
	Location, capacity	
	Type of construction	
20	Pumps- no. and their horse power	Not found
21	Roads and paving within the compound approximate area and type of paving	Cemented road in open spaces, Open parking Space etc.
22	Sewage disposal – whereas connected to public sewers, if septic tanks provided, no. and capacity	Connected to Municipal Sewers

5. PART III- DECLARATION

I hereby declare that

- The information furnished in part I is true and correct to the best of my knowledge and belief;
- I have no direct or indirect interest in the property valued:

5.1. DECLARATION OF PROFESSIONAL FEES CHARGED

We hereby declare that, our professional fees are not contingent upon the valuation findings. However, if the statute AND/OR clients demands that, the fees should be charged on the percentage of assessed value then, with the full knowledge of the AND/OR end user, it is being charged accordingly.



5.2. DEFINITION OF VALUE FOR THIS SPECIFIC PURPOSE

This exercise is to assess **Fair Market Value** of the property under reference as on **01st April 2001** for calculation of **Capital Gains Tax**.

The term **Fair Market Value** is defined as

"The most probable price, as of a specified date, in cash, terms equivalent to cash, or in other precisely revealed terms for which the specified property rights would sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently knowledgeably and for self-interest assuming that neither is under undue duress".

Fundamental assumptions and conditions presumed in this definition are:

1. Buyer and seller are motivated by self-interest.
2. Buyer and seller are well informed and are acting prudently.
3. The property is exposed for a reasonable time on the open market.
4. Payment is made in cash or equivalent or in specified financing terms.

5.3. UNDER LYING ASSUMPTIONS

1. We assume no responsibility for matters of legal nature affecting the property appraised or the title thereto, nor do we render our opinion as to the title, which is assumed to be good and marketable.
2. The property is valued as though under responsible ownership.
3. It is assumed that the property is free of liens and encumbrances.
4. It is assumed that there are no hidden or unapparent conditions of the subsoil or structure that would render it more or less valuable. No responsibility is assumed for such conditions or for engineering that might be required to discover such factors.



6. Court Order

Copying application No - 9129.
 ii) Copy applied on - 23/8/23 - twenty third August twenty three
 iii) Date given to the applicant for taking delivery of the copy - 26/9/23 - twenty sixth September twenty three
 iv) Copy ready on -
 v) Copy delivered on - 27/09/23

Total No. of Pages 18+18+18 = 54 pages - 33005 separately
 Total Charges 88-216 - Unverified page No - 0970B.
 Initial Deposit 88-200
 Additional Deposit 89-507
 Refund 89-507

THE COURT OF SMALL CAUSES AT MUMBAI Copying Department
 Superintendent
 26 SEP 2023

ORDER BELOW EXHIBIT 1
 IN
 R.A.E. & R. SUIT NO. 683 of 2021
 MHSCA 200 1255 2021

Pradeep Dharampal Mehra ... Plaintiff
 V/s
 1. Anil Omprakash Anand and others ... Defendants

Shri Karim Vakil, advocate for the plaintiff
 Shri S.B. Sabnis, advocate for defendant

Coram : Rutuja S. Bhosale,
 Judge, C.R.No.15,
 Date : 11.08.2023

ORAL ORDER :

Plaintiffs CA namely Shri Kunal Mehra is present with his advocate. Defendant No.1 namely Shri Anil Omprakash Anand, defendant No.2 Sunil Omprakash Anand, defendant No.3 K. R. Thakur are present with their advocate. The plaintiff has withdrawn the claims against the defendant No.4. The matter was referred to mediation and said has been amicably settled, in view of the consent terms filed at Exh.50. Both the parties submitted that the contents in the consent terms have been explained to them by their respective advocates and the contents there in are written as per their say. The contents therein are

Stamp: 500 INDIAN RUPEES

Stamp: COURT OF SMALL CAUSES MUMBAI

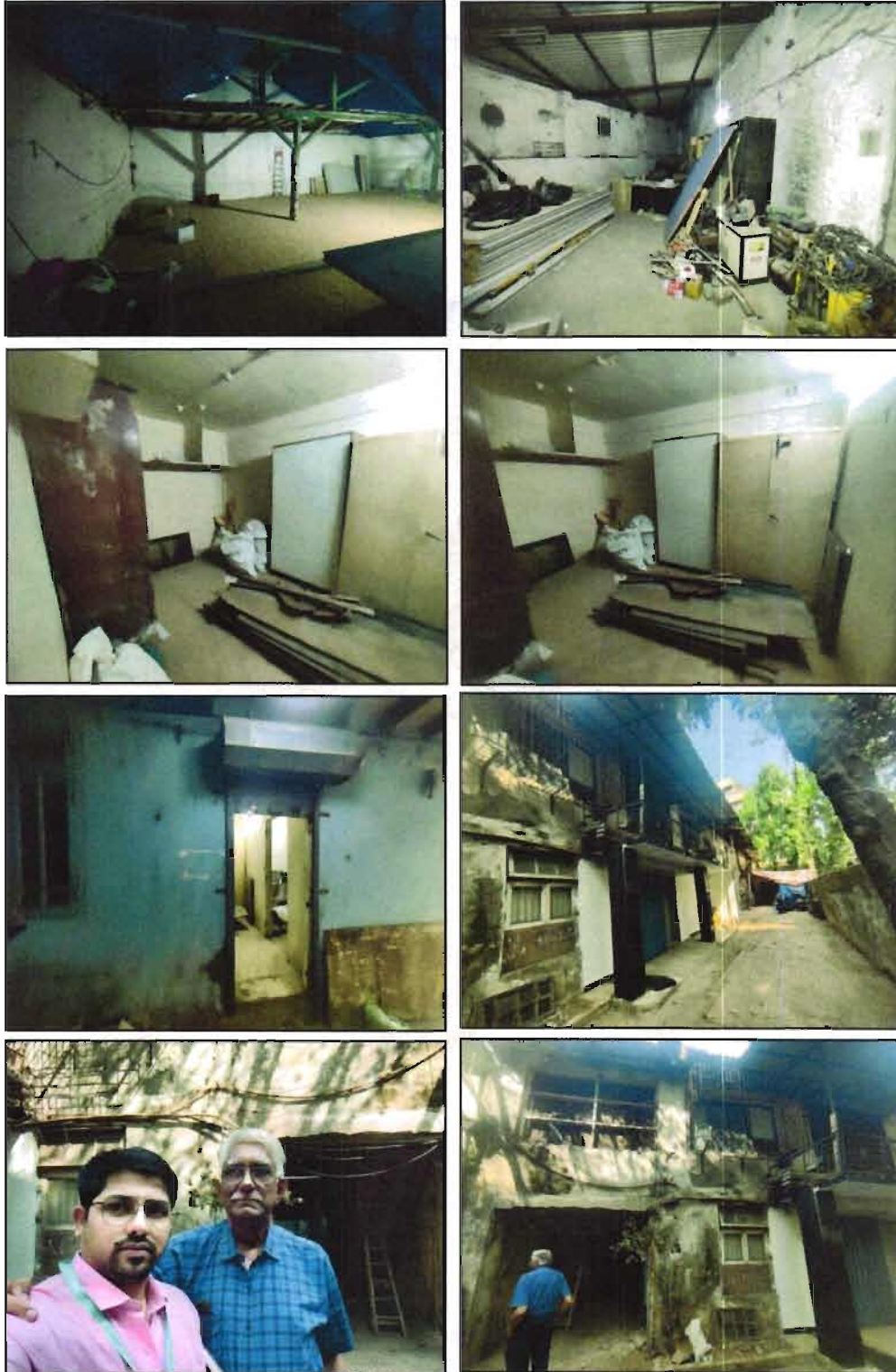
Stamp: Bandelkar Superintendent Copying Department 27 SEP 2023

Stamp: GOVERNMENT APPROVED VALUER S.B. Chakwar NICIT 14/52/2008-09

7. Actual site photographs

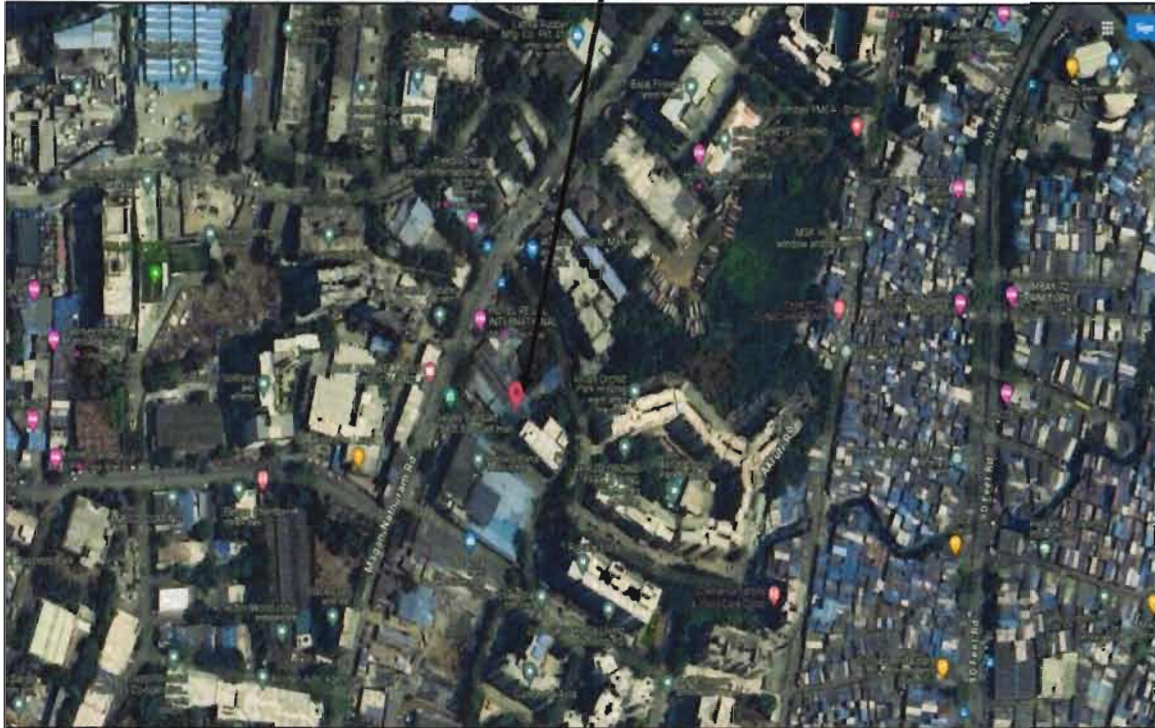


8. Actual site photographs



9. Route Map of the property

Site U/R



Latitude Longitude: 19°06'02.8"N 72°53'05.2"E

Note: The Blue line shows the route to site from nearest Metro station (Saki Naka – 550 M.)



10. Ready Reckoner Rate for Year 2001

10.1. Rate for Property

Zone No.	Location of Property in L Ward (Kurla and L.B.S. Marg)	Rate of property per sq. Mtr. in Rs.			
		Developed Land	Residential upto 5 Floor	Industrial/ Office	Shop/ Commercial
1-A	Land: On East, West and North side, boundry of East, West and North of ward. On South 45.0 meters development Road from Sakinaka to Ghatkopar. All the portion surrounded. Village : <i>Tungva, Chandivali, Mohili, Asalpha, Saki</i>	8,800	18,100	23,800	32,200
1-B	Land: On East and West boundry of East and West side of ward, on North 45.0 meters development road from Sakinaka to Ghatkopar and on South Lal Bahadur Shastri Marg and Kale Road (<i>Bail Bazar Marg</i>) from Kurla to Andheri. All the portion surrounded. Village : <i>Mohili, Asalpha, Kirol</i>	4,900	12,200	19,050	24,600
2	Land: On North side, North boundry of ward and portion of Kale Road meeting at Lal Bahadur Shastri Marg, on East Lal Bahadur Shastri Marg, on West and South side, West and South boundry of ward. All the portion surrounded. Village : <i>Kurla</i>	5,900	14,000	21,000	25,850
3	Land: On North and West Lal Bahadur Shastri Marg and on East Central Railway line. All the portion surrounded. Village : <i>Kurla</i>	6,900	14,850	21,000	24,800
4	Land: On West Central Railway Line, on North and East side boundry of North and East of ward, on South S.G Barve Marg (<i>C.S.T. Road</i>) between Eastern Express Highway and Kurla Station. All the portion surrounded. Village : <i>Kurla, Chembur</i>	5,900	14,000	23,350	30,750
5	Land: On West Central Railway Line, on North S.G Barve Marg (<i>C.S.T. Road</i>) on East and South side boundry of ward. All the portion surrounded. Village : <i>Kurla, Chembur</i>	7,850	18,650	23,300	35,750
6-R	Road: Andheri Kurla Road between Sakinaka and Lal Bahadur Shastri Marg. Village : <i>Mohili, Kurla</i>	7,650	14,900	23,800	33,500

10.2. Construction Rate

Construction cost during 2001 for various types of structure is as under

Type of Construction	Estimated cost per Sq Mtr. in Rs.
RCC Pukka	5,500
Other Pukka	4,500
Semi/Half Pukka	2,850
Kaccha	1,500



11. VALUATION OF THE PROPERTY PREMISES

Considering various parameters recorded herein above, 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 calculation of Capital Gain Tax **as on 1st April 2001 for ₹ 23,28,090.00 (Rupees Twenty Three Lakh Twenty Eight Thousand Ninety Only)**

For Vastukala Architects & Engineers

**Sharadkumar
B. Chalikwar**

Digitally signed by Sharadkumar B.
Chalikwar
DN: cn=Sharadkumar B. Chalikwar,
o=Vastukala Architects and Engineers,
ou=Mumbai, email=sbchalikwar@gmail.
com, c=IN
Date: 2024.01.03 16:27:44 +05'30'

Sharadkumar B. Chalikwar

Govt. Reg. Valuer

Chartered Engineer (India)

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

