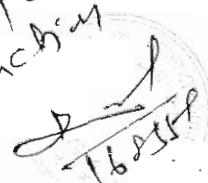


**INVOICE**

<b>M.Rajkumar &amp; Co - Advocates Litigation /Legal Audit</b> Advocates High Court B703, Odyssey Bldg, Lodha Paradise Complex Majiwade, Thane 400601 MiSME REG NO. MH33D0220127 Contact : 02225360554,9820474421 E-Mail : mrlegalco@gmail.com www.mrlegal.co.in	Invoice No. <b>5</b>	Dated <b>6-May-2024</b>
Buyer <b>Bank of India Stock Exchange Branch</b> 70-80 M.G. Road, Ground Floor, Bank of India Bldg, Next to Mumbai University, Mumbai 400023	<p style="font-size: 2em; font-weight: bold; transform: rotate(-15deg);">For legal audit</p> <p style="font-size: 1.5em; font-weight: bold; transform: rotate(-15deg);">Receipt for sanction</p> 	

SG44

Particulars	Amount
<b>Professional Fees</b> For Title Investigation for Flat No 401 Nisarg Apartments CHSL, Village Vile Parle Tal Andheri MSD  Account Anugrah Stock & Broking Pvt Ltd	<b>8,000.00</b>
<p style="font-size: 2em; font-weight: bold; transform: rotate(-15deg);"><u>NPACHG</u></p>	
Total	<b>₹ 8,000.00</b>

008625100001249 - ₹ 5,98,03,534

008625110000054 - ₹ 1,29,93,153.98

Amount Chargeable (in words) **INR Eight Thousand Only**

E. & O.E

Company's Bank Details  
 Bank Name : **Kotak Mahindra Bank**  
 A/c No. : **5345418145**  
 Branch & IFS Code : **Bandra Kurla Complex Branch & KKBK0001405**

Customer's Seal and Signature \_\_\_\_\_ for M.Rajkumar & Co - Advocates Litigation /Legal Audit

  
 Authorised Signatory

SUBJECT TO MUMBAI JURISDICTION  
 THANKS FOR ENTRUSTING YOURSELF TO US

2

1



# M. Rajkumar & Co.

Advocates, High Court

Ref No.

Date : 06.05.2024

To,  
The Asst. General Manager,  
Bank of India Stock Exchange Branch,  
70-80, M.G. Road, Ground Floor, Bank of India Bldg,  
Mumbai 400023

Respected Madam

**Re :** Title Search Report of Property **BEING** Flat No.401 admeasuring about 924 sq.ft Built up, 4<sup>th</sup> Floor, Nisarg Apartment, Nisarg Co-op Hsg. Soc. Ltd, Besant Road, Vile Parle West, CTS No. 1234, 1234/1 to 4, corresponding F.P. No.9 TPS III Village Vile Parle, Taluka Andheri Mumbai Suburban District **[FOR PURPOSE OF LEGAL AUDIT]**

Owner : Paresh Mulji Kariya

Borrower : Anugrah Stock & Broking Pvt Ltd  
CIN No. U67120MH1996PTC102072

With reference to your letter No.\_\_\_\_ dated 03.05.2024, we have on the basis of the original title documents forwarded to us pertaining to the aforesaid immoveable property and other information provided by you and on your instruction, we have concluded a detailed search and investigation and submit our report as under :

## 1. Name(s) and Address of the Mortgagor(s)/ Title Holder :

Paresh Mulji Kariya <b>OWNER</b>	HAVING address Flat No.401 4 <sup>th</sup> Floor, Nisarg Apartment, Nisarg Co-op Hsg. Soc. Ltd, Besant Road, Vile Parle West, Mumbai 400056
Anugrah Stock & Broking Pvt Ltd <b>BORROWER</b>	HAVING address at 1 <sup>st</sup> Floor, Nisarg Apt, Besant Road, Vile Parle West, Mumbai 400056

## 2. Title Deeds in Original seen by us.

Serial	Description of Documents	Parties / Authority
--------	--------------------------	---------------------

13/703, Odyssey Bldg., Lodha Paradise Complex, Majiwade, Thane - 400 601.

Email : rajkumar\_adv77@rediffmail.com. 9820474421, 022-25360554

Website : www.mrlegal.co.in

*Rajkumar & Co.*

THANK YOU FOR ENTRUSTING YOURSELF TO US!

एम. राजकुमार अडव्ह कम्पनी  
वकील उच्च न्यायालया w.e.f.24.07.2002  
MSME REG.No.MH33D0220127

Page | 1



No.		
1.	ORIGINAL Registered Agreement dated 10.10.2002 bearing Serial No. BDR-1-5451-2002	<b>BETWEEN</b> Darshan Builders & Developers AND [1] Mahesh Chimanlal Shah [2] Pina Maheshbhai Shah
2.	ORIGINAL Registration Receipt No.4633 dated 11.10.2002 for payment of Registration Fees of Rs.20000/-	Issued by Sub-Registrar, Andheri -1
3.	ORIGINAL Index II dated 11.10.2002	Issued by Sub-Registrar Andheri-1
4.	ORIGINAL Registered Agreement for Sale dated 13.05.2006 bearing Serial No. BDR-4-3610-2006	BETWEEN [1] Mahesh Chimanlal Shah [2] Pina Maheshbhai Shah AND [1] Kanchan Harish Mehta [2] Jatin Harish Mehta
5.	ORIGINAL Registration Receipt No.3628 dated 15.05.2006 for payment of Registration Fees of Rs.30000/-	Issued by Sub-Registrar, Andheri -2
6.	ORIGINAL Index II dated 15.05.2006	Issued by Sub-Registrar Andheri-2
7.	ORIGINAL Registered Deed of Transfer dated 22.11.2012 bearing Serial No. BDR-4-9992-2012	BETWEEN [1] Kanchan Harish Mehta [2] Jatin Harish Mehta AND Paresh Mulji Kariya
8.	ORIGINAL Registration Receipt No.10529 dated 26.11.2012 for payment of Registration Fees of Rs.30000/-	Issued by Sub-Registrar, Andheri -2
9.	ORIGINAL Index II dated 26.11.2012	Issued by Sub-Registrar Andheri-2

3. **Description of immovable property:** Flat No.401 admeasuring about 924 sq.ft Built up, 4<sup>th</sup> Floor, Nisarg Apartment, Nisarg Co-op Hsg. Soc. Ltd, Besant Road, Vile Parle West, CTS No. 1234, 1234/1 to 4, corresponding F.P. No.9 TPS III Village Vile Parle, Taluka Andheri Mumbai Suburban District



Survey No.	Extent Areas In Acres / Hectares	Location as per Agreement
CTS No. 1234, 1234/1 to 4	719.06 sq.mts	Village Vile Parle Taluka Andheri MSD
Towards North		By Public Road No.8
Towards South		By Plot bearing No.15B
Towards East		By Plot bearing Nos. 11 & 12
Towards West		By Plot bearing TS No.9

**4. Search in Sub-Registrar's Office:** Sub-Registrar office, Andheri MSD

i) **Location of Property** : Flat No.401 admeasuring about 924 sq.ft Built up, 4<sup>th</sup> Floor, Nisarg Apartment, Nisarg Co-op Hsg. Soc. Ltd, Besant Road, Vile Parle West, CTS No. 1234, 1234/1 to 4, corresponding F.P. No.9 TPS III Village Vile Parle, Taluka Andheri Mumbai Suburban District

ii) **Investigation, Flow / Tracing of Title and Search**

**a) Search in the office of Sub- Registrar of Assurances**

Search in respect of aforesaid property was carried out by us in the office of Sub-Registrar for the year from 1994 to 2024 i.e last 31 years .

1994 ] NIL

1995 ] NIL

1996

AND-1-493

Confirmation dated 12.12.1996 RD 27.02.1996

1996

A.V. ₹/- M.V. ₹/-

S.D. ₹/- Reg. Charges ₹/-

Dileep K. Purohit

To

.....

Schedule :

Property at Village Vileparle Taluka Andheri MSD, land together with Building CTS No. 1234. Admeasuring about 719.06 sq.mts

1996

*(Signature)*



AND-1-494  
1996

Confirmation dated 12.12.1996 RD 27.02.1996

A.V. ₹/- M.V. ₹/-

S.D. ₹/- Reg. Charges ₹/-

Dileep K. Purohit

To

.....

Schedule :

Property at Village Vileparle Taluka Andheri MSD, land together with Building CTS No. 1234, 1234/1 to 4. Admeasuring about 19.6 sq.mts

1996

AND-1-1271

1996

Affidavit dated 25.04.1996 RD 13.05.1996

A.V. ₹/- M.V. ₹/-

S.D. ₹.60/- Reg. Charges ₹/-

Dileep K. Purohit

To

.....

Schedule :

Property at Village Vileparle Taluka Andheri MSD, land together with Building CTS No. 1234, 1234/1 to 4

1997 ] NIL

1998 ] NIL

1999 ] NIL

2000 ] NIL

2001

AND-1-553

2001

Affidavit dated 31.01.2001

A.V. ₹/- M.V. ₹/-

S.D. ₹.100/- Reg. Charges ₹/-

Praveen Viram Satra

Madhukar B. Chavan

Darshan Builders & Developers

Schedule :

Property at Village Vileparle Taluka Andheri MSD, land together with Building Veena Vihar Plot No.9 Town Planning Scheme III, 719.06 sq.mts 5, Basant Road, Vileparle CTS No. 1234, 1234/1 to 4

*Praveen Viram Satra*




---

 2002

AND-1-5451

Agreement dated 10.10.2002 RD 11.10.2002

2002

A.V. ₹.2700000/- M.V. ₹.4147521/-

S.D. ₹.290750/- Reg. Charges ₹.20000/-

Pravin Viram Satra Partner Darshan Builders &amp; Developers

To

Maheshbhai Chimanlal Shah

Pina Maheshbhai Shah

Schedule :

Property at Village Vileparle Taluka Andheri MSD, Flat No. 401  
admeasuring about 85.87 sq.ft Built up, 4<sup>th</sup> Floor, Nisarg  
Apartment, CTS No.1234.

---

2003 ] NIL

2004 ] NIL

2005 ] NIL

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 2006

AND-2-3610

Agreement dated 13.05.2006 RD 15.05.2006

2006

A.V. ₹.3411000/- M.V. ₹.4722850/-

S.D. ₹.220000/- Reg. Charges ₹.30000/-

Maheshbhai Chimanlal Shah

Pina Maheshbhai Shah

To

Kanchan Harish Mehta

Jatin Harish Mehta

Schedule :

Property at Village Vileparle Taluka Andheri MSD, Flat No. 401  
admeasuring about 85.87 sq.mt Built up, 4<sup>th</sup> Floor, Nisarg  
Apartment, Nisarg Co-op Hsg. Soc. Ltd, CTS No. 1234. 1234/1  
to 4

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2007 ] NIL

2008 ] NIL

2009 ] NIL



2010 ] NIL  
2011 ] NIL

2012

AND-2-9992

Conveyance dated 18.01.2012 RD 14.03.2012

2012

A.V. ₹.12500000/- M.V. ₹.12255000/-

S.D. ₹.607600/- Reg. Charges ₹.30000/-

Kanchan Haresh Mehta

Jiten Haresh Mehta

To

Paresh Mulji Kariya

Schedule :

Property at Village Vileparle Taluka Andheri MSD, Flat No. 401  
admeasuring about 85.87 sq.mt Built up, 4<sup>th</sup> Floor, Nisarg  
Apartment, 5 Basement Road, Final Plot No. 9, CTS No. 1234  
Vile Parle West,

2013 ] NIL

2014 ] NIL

2015

AND-4-230

Notice of Intimation regarding Mortgage by way of Deposit of

2015

Title Deed Loan ₹.100000000/- dated 19.01.2015 RD 04.02.2015

S.D. ₹.200100/- Reg. Charges ₹.1300/-

Paresh Mulji Kariya

To

Bank of India Stock Exchange

Schedule :

Property at Village Vileparle Taluka Andheri MSD, Flat No. 401  
admeasuring about 85.87 sq.mt Built up, 4<sup>th</sup> Floor, Nisarg  
Apartment CHSL, 5 Beasant Road, Plot No. 9, TPS III

2016 ] NIL

2017 ] NIL

2018 ] NIL

2019 ] NIL

*Paresh Mulji Kariya*



2020 ] NIL

2021

AND-6-1724

Conveyance dated 31.08.2020

2021

A.V. ₹.0/- M.V. ₹.1/-

S.D. ₹.602400/- Reg. Charges ₹.30000/-

Sumatibai Kailashnath Purohit, & others

Darshan Builders & Developers

To

Nisarg Co-op Hsg. Soc. Ltd

Schedule :

Property at Village Vileparle Taluka Andheri MSD, Land together with Building Nisarg Co-op Hsg. Soc. Ltd , CTS No. 1234, 1234/1 to 4 Final Plot No.9 of TPS III Vile Parle West, admeasuring about 719.06 sq.mts comprising of Ground Floor, + 4 Floor, [2 basements, 4 Shops, 16 Flats]

2022 ] NIL

2023 ] NIL

2024 ] NIL

Copy of Search Challan is annexed to the Report

## b) Investigation, Flow / Tracing of Title

As per revenue records, Bai Sumati Kailashnath Purohit was owner and/ or otherwise entitled to land together with bungalow - "Veena Vihar" bearing CS No. 1234, 1234/1 to 4 corresponding F.P. No. 9 TPS No.III of Vile Parle, lying being and situated at 5, Basant Road, Village Vileparle Taluka Andheri MSD. Hereafter referred to as Said Property for sake of brevity and understanding.

*Sumati Purohit*





Said Property was acquired by Bai Sumati Kailashnath by and under Registered Deed of Conveyance dated 08.10.1940 lodged for registration under Serial No. 1104-1940 Book No.1.

In or about 1945, dispute and differences arose between Sumati Kailashnath Purohit, and her sons [1] Vinayak Kailashnath Purohit [2] Dileep Kailashnath Purohit

As a result mediation amongst the family members, relatives and friends, an oral partition was effected amongst Bai Sumati Kailashnath Purohit, her sons [1] Vinayak Kailashnath Purohit, [2] Dileep Kailashnath Purohit [3] Veena Purohit-unmarried daughters [4] Seeta Purohit -unmarried daughters as a result whereof in consideration of payments made to the said Vinayak Kailashnath Purohit by the said Dileep Kailashnath Purohit, one half share in the aforesaid Property was given to Dileep Kailashnath Purohit;

Consequent to the said oral partition, [1] Dileep Kailashnath Purohit [2] Bai Sumati Kailashnath Purohit became entitled to the aforesaid property and accordingly property records were mutated.

Bai Sumati Kailashnath Purohit expired on 17.11.1969 leaving behind following legal heirs.

- [1] Vinayak Kailashnath Purohit
- [2] Dileep Kailashnath Purohit
- [3] Veena Indravadan Shroff
- [4] Seeta Naren Bhatt

50% undivided share in the property of Bai Sumati Kailashnath Purohit devolved upon in accordance with her Last Will and Testament dated 28.05.1960. Said Will was probated vide Bombay High Court Order dated 02.12.1974, whereby 50%



undivided share in the aforesaid property devolved upon Dileep Kailashnath Purohit

By and under Deed of Transfer dated 25.01.2000 lodged for registration under Serial No. BBR-1-583-2000, the aforesaid property was transfer by Dileep Kailashnath Purohit as Executor of Last Will & Testament of Bai Sumati Kailashnath Purohit in favor of Dileep Kailashnath Purohit.

By and under Agreement of Exchange dated 28.01.2000 r/w Registered Deed of Exchange dated 21.12.2000 lodged for registration under Serial No. BDR-1-490-2001 Dileep Kailashnath Purohit exchanged with Darshan Builders & Developers, the aforesaid property on terms and conditions as set out therein.

In accordance with approvals, sanctions and permissions, Darshan Builders & Developers constructed Building complex **Nisarg**, including but not limited to following permissions.

1. Permission No. Desk-VI/A/SR-6[1]/IV-124 dated 18.01.1982
2. IOD No. EB/CE/5590/WS/AK dated 15.07.1995
3. Commencement Certificate No. CE/5590/BH/WS/AK dated 05.06.1999
4. Part Occupancy Certificate No. CE/5590/WS/ AK dated 07.10.2002

By and under Registered Agreement dated 10.10.2002 bearing Serial No. BDR-1-5451-2002, Darshan Builders & Developers sold to [1] Mahesh Chimanlal Shah [2] Pina Maheshbhai Shah, Flat No.401 admeasuring about 924 sq.ft Built up, 4<sup>th</sup> Floor, Nisarg Apartment, Besant Road, Vile Parle West, CTS No. 1234, 1234/1 to 4, corresponding F.P. No.9 TPS III Village Vile Parle, Taluka Andheri Mumbai Suburban District for consideration and on terms and conditions as set out therein. Hereafter referred to as Subject Flat for sake of brevity and understanding.



Subject Flat is sold under provisions of Maharashtra Ownership of Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963.

[1] Mahesh Chimanlal Shah [2] Pina Maheshbhai Shah became member of Nisarg Co-op Hsg. Soc. Ltd [bearing Registration No.BOM/WKW/WEST/ HSG/ [TC]/ 12795 2004-2005]

Transfer of Shares is governed under provisions of the Maharashtra Co-Operative Societies Act 1960 and Maharashtra Co-Operative Societies Rules, 1961

By and under Registered Agreement for Sale dated 13.05.2006 lodged for registration under Serial No. BDR-4-3610-2006, [1] Mahesh Chimanlal Shah [2] Pina Maheshbhai Shah sold to [1] Kanchan Harish Mehta [2] Jatin Harish Mehta, the Subject Flat for consideration and on terms and conditions as set out therein.

By and under Registered Deed of Transfer dated 22.11.2012 lodged for registration under Serial No. BDR-4-9992-2012 [1] Kanchan Harish Mehta [2] Jatin Harish Mehta sold to Paresh Mulji Kariya, the subject Flat for consideration and on terms and conditions as set out therein.

Paresh Mulji Kariya offered the aforesaid Subject Flat as Collateral Security to loan facilities availed from Bank of India

#### MASTER DATA OF ANUGRAH STOCK & BROKING PVT LTD

CIN	U67120MH1996PTC102072
Company / LLP Name	Anugrah Stock & Broking Pvt Ltd
ROC Code	RoC Mumbai
Registration Number	102072



Company Category	Company limited by Shares
Company SubCategory	Non- Government Company
Class of Company	Private
Authorised Capital(Rs)	49900000
Paid up Capital(Rs)	49750000
Number of Members(Applicable in case of company without Share Capital)	-
Date of Incorporation	22.02.1996
Registered Address	1 <sup>st</sup> Floor, Nisarg Apt, Besant Road, Vile Parle West, Mumbai 400056
Email Id	jigneshtrivedi@anugrahsb.com
Whether Listed or not	-
Date of last AGM	-
Date of Balance Sheet	31.03.2019
Company Status(for efilng)	-

#### DETAILS OF DIRECTORS OF ANUGRAH STOCK & BROKING PVT LTD

DIN/PAN	Name	Begin date	End date
00215937	Paresh Mulji Kariya	13.05.1997	-
02380399	Sadhana Paresh Kariya	08.09.2012	-

#### INDEX OF CHARGES

Charge ID	Charge Holder	Date of Creation / Modification	Amount
10156423	Bank of India	16.04.2009 24.02.2014	60000000
10548527	Bank of India	19.01.2015	100000000

Thus we conclude that Paresh Mulji Kariya derives valid, legal, clear and marketable title for Flat No.401 admeasuring about 924 sq.ft Built up, 4<sup>th</sup> Floor, Nisarg Apartment, Nisarg Co-op Hsg. Soc. Ltd, Besant Road, Vile Parle West, CTS No. 1234, 1234/1 to 4, corresponding F.P. No.9 TPS III Village Vile Parle, Taluka Andheri Mumbai Suburban District, subject to claim of Bank of India



*Anugrah Stock & Broking Pvt Ltd has been facing several litigations involving accusations of cheating Investors involving trading derivative portfolio. As a result, inquiry was carried out by Bombay High Court, SEBI, NSE, NSE Clearing Corporation and Edelweiss Custodial Services etc . Pursuant to Bombay High Court, Economic Office Wing registered FIR against Anugrah Stock & Broking Pvt Ltd for duping an investor. In Furtherance thereof, SEBI suspended operation of Anugrah Stock & Broking Pvt Ltd till the completion of enquiry proceedings, after finding it in violation of several market norms. Further the findings of forensic audit report submitted by NSE included mis-statement about debtors and creditors, shortfall of client funds and client securities, payments made to clients having running debit balance and discrepancies in maintenance of records, among others.*

*Post-disablement of the trading terminals of Anugrah Stock & Broking Pvt Ltd by NSE, SEBI has received 2,352 complaints under the SEBI complaints redress system (SCORES).*

IT IS INFORMED TO US THAT Anugrah Stock & Broking Pvt Ltd defaulted repayment of Financial Facilities, thus Bank of India can enforce the mortgage in accordance with provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 & / or put for claim as secured creditor before appropriate forum.

*We therefore conclude that Bank of India would pass to PROSPECTIVE BUYER / SUCCESSFUL BIDDER valid, legal, clear and marketable title for Flat No.401 admeasuring about 924 sq.ft Built up, 4th Floor, Nisarg Apartment, Nisarg Co-op Hsg. Soc. Ltd, Besant Road, Vile Parle West, CTS No. 1234, 1234/1 to 4, corresponding F.P. No.9 TPS III Village Vile Parle, Taluka Andheri Mumbai Suburban District, subject [1] to sale by e-auction [2] registration of Sale Certificate*



**Explanatory Note 1 :** By and under conveyance Deed [Deemed / Unilateral] dated 08.02.2021 bearing Serial No. BDR-17-1724-2021, Sumatibai Kailashnath Purohit, & others with confirmation of Darshan Builders & Developers sold, transferred and conveyed to Nisarg Co-op Hsg. Soc. Ltd, Land together with Building Nisarg Co-op Hsg. Soc. Ltd , CTS No. 1234, 1234/1 to 4 Final Plot No.9 ot TPS III Vile Parle West, admeasuring about 719.06 sq.mts comprising of Ground Floor, + 4 Floor, [2 basements, 4 Shops, 16 Flats] for consideration and on terms and conditions as set out therein

<b>Abbreviations:</b> <b>U/c</b> – Under Construction, <b>N/a</b> – Not applicable <b>N/p</b> – Not provided		
<b>a.</b>	Promoters / Land owner's title to the land / building	Owner
<b>b.</b>	Development Agreement / Power of Attorney	N/a
<b>c.</b>	Independent title verification of the land and / or building in question	Yes
<b>d.</b>	Agreement for sale (duly registered)	Yes
<b>e.</b>	Payment of proper stamp duty	Yes
<b>f.</b>	Approval of Building Plan, Permission of appropriate / Local Authority etc.	<b>Yes</b>
<b>g.</b>	Availability Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder	Yes
<b>h.</b>	IOD No.	Issued by Municipal Corporation
<b>i.</b>	Commencement Certificate No.	Issued by Municipal Corporation
<b>j.</b>	Occupation Permission No.	Issued by Municipal Corporation
<b>k.</b>	Copy of Property Card / 7/12 Extract evidencing ownership right of land	Annexed to Agreement
<b>l.</b>	Copy of Title Certificate dated 01.02.2001 ascertaining right of Darshan Builders &	Issued by Vimla & Co – Advocates & Solicitors



	Developers on the aforesaid property	
<b>m.</b>	Copy of Layout plan	Annexed to Agreement
<b>n.</b>	Copy of approved Floor Plan	Annexed to Agreement
<b>o.</b>	Formation of Society	N/p
<b>p.</b>	Conveyance in favour of society / condominium concerned	Yes
<b>q.</b>	membership details in the society etc.	N/p
<b>r.</b>	Share Certificate	N/p
<b>s.</b>	No objection letter from the society	N/p
<b>t.</b>	all legal requirements under the local / municipal laws, regarding ownership of flats/ apartments / building regulations, development control regulations, co-operative Societies law etc.	Yes
<b>u.</b>	RERA registration	N/a
<b>v.</b>	Validity of RERA Registration	N/a
<i># Contravention to provisions of The Real Estate (Regulation and Development) Act, 2016, the Promoter / Developers shall be liable for penalty / Fine / prosecution under CHAPTER VIII of Act</i>		
<b>w.</b>	Litigation	N/a
<i># Section 4 [i] of The Real Estate (Regulation and Development) Act, 2016, – it is obligation of the Promoter / Developer to make Legal, clear, marketable title of the Real Estate Project [defined under section 2(zn), free from all encumbrances.</i>		
<i># Section 18[2] of The Real Estate (Regulation and Development) Act, 2016, the promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force</i>		
<b>x.</b>	Project Loan / Finance	N/a
<b>y.</b>	Mortgage Details / Developer Loan	N/a
<i># Section 11 [4] (g) of The Real Estate (Regulation And Development) Act, 2016, the Promoter shall pay all outgoings until he transfers the physical possession of the real estate project to the allottee or the associations of allottees, as the case may be, which he has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project):</i>		
<b>z. Requirement for noting Bank charges on the records of the Housing society etc. and comment</b>		
<i>a) Bank has obtained NoC from Society ascertaining charge on subject Flat in favour of Bank of India.</i>		

iii) Confirm and state that the Original title deeds submitted are the Originals registered before the Registrar of Assurances. [We examined original [1]



Registered Agreement dated 10.10.2002 bearing Serial No. BDR-1-5451-2002 [2]  
Registered Agreement for Sale dated 13.05.2006 bearing Serial No. BDR-4-3610-2006 [3] Registered Deed of Transfer dated 22.11.2012 bearing Serial No. BDR-4-9992-2012 from Bank's Custody. Said Title Deeds are verified to be original and genuine]

iv) Whether the property is ancestral and /or under joint ownership. If so, details of the Co-purchasers / Karta and / or the Co-Developers. The respective shares should be incorporated specifically : **Not Applicable.**

v) Minor's Interest (Any minor's interest if involved in the property proposed to be mortgaged or any other claims. If minor's interest is involved what precautions are to be taken to protect bank's interest as a mortgagee to be stated. Please note that if the property belongs to a minor, permission of Court is generally required to create the mortgage of the property).**NOT APPLICABLE**

vi) Documents pending for registration : **NOT APPLICABLE**

5. Whether Urban Land(Ceiling and Regulation) Act 1976 is applicable in the State where the property is located. If applicable whether the immovable property(ies) fall(s) within the purview of the Act, verification and investigation should be made under sections 26, 27 and 28 of the Act to ensure that mortgagor(s) has/have obtained necessary permission from the competent authority under the Act. Documentary evidence showing such permission is obtained has to be attached with the report. **NOT APPLICABLE.**

6. Whether the property is acquired under land Acquisition Act, 1894 / 2014 and applicability of other State Legislations. **NOT APPLICABLE.**





7. Leasehold immovable property (Where land/building is leasehold, please verify the terms of lease, Whether any permission/ NOC from the lessors/competent authority is required for creation of mortgage of such leasehold property in mortgage. :

<b>Title of Land</b>	Freehold
<b>Title of Unit</b>	Freehold

**8. Investigation under Income Tax act 1961, pending litigation related to the Property, if any. : N/a**

[Any permission of the Concerned Assessing Officer under any of the provisions of I.T. Act is required for creating mortgage or any certificate to be submitted to the Bank to show that no dues are outstanding to Income Tax Dept]

**9. Investigation in regard to agricultural land : Not Applicable.**

[Investigate and search the necessary records etc with specific reference to the land if it is surplus, self cultivated, if consolidation of holdings / acquisition proceedings etc is in progress in the area, whether Government loan / any loan raised against the land and details about the charges / encumbrances may be specified, specifically with reference to the Agricultural Land Laws]

**10. The details of the certified copies of the revenue records obtained to confirm that no dues are outstanding by the Mortgagor. : Not Applicable.**

11. Any other special enactment which is applicable to the property proposed to be mortgaged and affects the title. : **NO.**

12. Whether the records of Sub-Registrar office or revenue authorities relevant to the Property in question are available for verification through any online portal or computer system. if so, whether any verification or cross checking are made and the comments/ findings in this regards.: Index II of the Title Agreement is obtained from website of Department of Registration and stamps, Government of Maharashtra - igrmaharashtra.gov.in by paying appropriate charges. Same is



compared with the agreement copy provided by Bank. We do not find any deviation in the same.

13. In case of **Partition** / Family Settlement deeds, whether the Partition made is valid in law, whether the original deed is available for deposit, whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his / her/ their share. The Modality/ Procedure to be followed to create a valid and enforceable mortgage. Whether any of the documents in question are executed in counterparts or in more than one set ? if so, additional precautions to be taken for avoiding multiple mortgages. **NOT APPLICABLE**
14. whether the property belongs to any **Trust** or is subject to the rights of any trust ? Whether the Trust is a private or public Trust and whether trust deed specifically authorizes the mortgage of the property? is there any bar under local laws for creation of Mortgage ? The additional precautions / permissions to be obtained for creation of valid mortgage as per the respective state / central laws ? **NOT APPLICABLE**
15. In case of partnership firm, whether the property belongs to the firm and the partnership deed is properly registered. Whether the Partners have authority to create mortgage for and on behalf of the Firm. -- **NOT APPLICABLE**
16. If the property belongs to a **Limited Company**, Advocate to check the Borrowing power, Board Resolution and authorization to create mortgage / execution of documents, registration of any prior charges with the Company Registrar [ROC], Memorandum of Association and Articles of Association etc and submit details. **APPLICABLE**



Loan facilities are advanced to Anugrah Stock & Broking Pvt Ltd and thus it is necessary to obtain and keep on record, constitutional and financial documents of Anugrah Stock & Broking Pvt Ltd in bank file

17. In case of **Societies, Association**, Check the required authority/ power of borrow and whether the mortgage can be created as per their constitutional documents and applicable laws, and their requisite resolutions, bye-laws, etc. The additional precautions / permissions to be obtained for creation of valid mortgage as per the respective state/ central laws to be stated. - NOT APPLICABLE
18. if the property is flat / apartment or residential / commercial complex, Advocate to interalia check / verify

a.	Promoters / Land owner's title to the land / building	<b>Discussed in 4(ii)b</b>
b.	Development Agreement / Power of Attorney	<b>Discussed in 4(ii)b</b>
c.	Independent title verification of the land and / or building in question	<b>Discussed in 4(ii)b</b>
d.	Agreement for sale (duly registered)	<b>Discussed in 4(ii)b</b>
e.	Payment of proper stamp duty	<b>Discussed in 4(ii)b</b>
f.	Approval of Building Plan, Permission of appropriate / Local Authority etc	<b>Discussed in 4(ii)b</b>
g.	Conveyance in favour of society / condominium concerned	<b>Discussed in 4(ii)b</b>
h.	Occupancy Certificate / allotment Letter / Letter of Possession	<b>Discussed in 4(ii)b</b>
i.	membership details in the society etc	<b>Discussed in 4(ii)b</b>



<b>j.</b>	Share Certificate	<b>Discussed in 4(ii)b</b>
<b>k.</b>	No objection letter from the society	<b>Discussed in 4(ii)b</b>
<b>l.</b>	all legal requirements under the local / municipal laws, regarding ownership of flats/ apartments / building regulations, development control regulations, co-operative Societies law etc	<b>Discussed in 4(ii)b</b>
<b>m.</b>	requirement for noting Bank charges on the records of the Housing society etc and comment	<b>Discussed in 4(ii)b</b>

19. Advocate also to check whether the name of the mortgagor is reflected as owner in the Revenue/ Municipal / Village Records, whether the property offered as security is clearly demarcated in the title documents, whether the property has clear access as per documents ? Index II verified
20. Any bar / restriction for creation of mortgage under any local or special enactments. details of proper registration of documents, payment of Stamp duty etc. No
21. Whether the governing law, the constitutional documents of the mortgagor [other than natural persons] permit creation of mortgage and additional precautions , if any to be taken in such cases. Not applicable

### **CERTIFICATE**

We have examined the original Title Deeds deposited relating to the aforesaid property and offered as security by way of Equitable Mortgage and that the documents of Title referred to in the Opinion are valid evidence of right, title and interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage.

*(Signature)*



We hereby certify that we have caused searched in respect information furnished in this Report and have compared the title deeds given to us with the records / copies of it with the office of Sub-Registrar and have found both tallying with each other. We confirm having made search in the land / revenue records. We also confirm of having verified and checked the records of the relevant Government Offices / Sub-Registrar offices, Revenue Records, Municipal / Panchayat office, Land Acquisition office, Registrar of Companies office. We do not find anything adverse which would prevent the title holders from creating a valid mortgage. The statements and other information given in the report are correct and true.

We certify that there are no prior mortgage / charges / encumbrances whatsoever, EXCEPT CLAIM OF BANK OF INDIA as could be seen from the Encumbrance Certificate for the Period from 1994 to 2024 pertaining to the immovable property covered by the above said Title Deeds.

We certify that BANK OF INDIA would pass **valid, clear, absolute and marketable title over property** shown above free of any encumbrances, charge or claim, subject to execution and registration of Sale Certificate in favor of Prospective Buyer / Successful Bidder. There is no legal impediments for creation of the mortgage under any applicable law / rules in force. We certify that the mortgage over the said property can be enforced through process of law including under the provisions of SARFAESI Act for recovery of dues to the Bank.

On 03.05.2024, We have verified [1] Registered Agreement dated 10.10.2002



bearing Serial No. BDR-1-5451-2002 [2] Registered Agreement for Sale dated 13.05.2006 bearing Serial No. BDR-4-3610-2006 [3] Registered Deed of Transfer dated 22.11.2012 bearing Serial No. BDR-4-9992-2012 from Bank's Custody – Mumbai Stock Exchange Branch in presence of BANK OFFICER – Rupesh Sinha and on visual inspection / verification, notify as under .

1. The Title document is intact
2. All pages of Title Deeds from beginning to end are paginated & in proper order
3. Signature of Parties on title deeds are in original ink. Pressure of the signature is visible and can be felt on respective pages of the title deeds
4. signatures of the parties are slightly different from each other, which happens in normal routine course of execution of documents. i.e to say that they are not exact replica, which eradicates possibility of forgery.
5. Rubber Stamp of Sub- Registrar affixed on all pages of registered Document in original ink.
6. Title Deeds are typed and not photocopy as can be felt from visual inspection.
7. The registered documents are adequately stamped with the prevalent norms and prescribed rates.

we accordingly verified genuiness of the aforesaid Title Deeds & certify it to be **Original & genuine**, subject to bank retaining the same with them & without returning back to the Borrower.

**A]** We have examined following documents from Bank's Custody in respect to the Subject Flat of Paresh Mulji Kariya [for loan facilities provided to Anugrah Stock & Broking Pvt Ltd]

- a. Registered Agreement dated 10.10.2002 bearing Serial No. BDR-1-5451-2002
- b. Registered Agreement for Sale dated 13.05.2006 bearing Serial No. BDR-4-3610-2006
- c. Registered Deed of Transfer dated 22.11.2012 bearing Serial No. BDR-4-9992-2012

**B]** Following other documents obtained by Branch & kept in File



1. Board Resolution of Anugrah Stock & Broking Pvt Ltd dated 01.09.2016
2. Board Resolution of Anugrah Stock & Broking Pvt Ltd dated 30.09.2016
3. Board Resolution of Anugrah Stock & Broking Pvt Ltd dated 15.02.2017
4. Board Resolution of Anugrah Stock & Broking Pvt Ltd dated 03.01.2020
5. Nisarg Co-op Hsg. Soc. Ltd NoC dated 16.01.2015

**C] Following other documents to be obtained by Branch & kept in File**

1. Letter from Nisarg Co-op Hsg. Soc. Ltd ascertaining charge of Bank of India on subject Flat.
2. Original Share Certificate

We hereby return the documents forwarded to us vide your above said Letter.

Yours Faithfully,  
For M.Rajkumar & Co.

Rajkumar R Mishra  
Advocate High Court

Encl : [1] Search Challan  
[2] Index II  
[3] Certified copy / Scan copy of Registered Deed of Transfer dated 22.11.2012 bearing Serial No. BDR-4-9992-2012 downloaded from <https://esearchigr.maharashtra.gov.in> bearing Rubber Stamp of Advocate together with Receipt



CHALLAN  
MTR Form Number-6



GRN	MH001656433202425E	BARCODE			Date	06/05/2024-21:55:20	Form ID			
Department	Inspector General Of Registration				Payer Details					
Type of Payment	Search Fee				TAX ID / TAN (If Any)					
					PAN No.(If Applicable)					
Office Name	BDR1_JT SUB REGISTRAR ANDHERI NO 1				Full Name	M Rajkumar and Co				
Location	MUMBAI									
Year	2024-2025 From 01/05/1994 To 06/05/2024				Flat/Block No.	B703 7th flr Odyssey Bldg Lodha Paradise				
					Premises/Building	complex				
Account Head Details		Amount In Rs.		Road/Street		Majiwade				
0030072201 SEARCH FEE		775.00		Area/Locality		Thane				
				Town/City/District						
				PIN		4 0 0 6 0 1				
				Remarks (If Any)		31yr search for Paresh Mulji Kariya Flat 401 Nisarg CHSL Vill Vileparle Tal				
						Andheri MSD				
				Amount In		Seven Hundred Seventy Five Rupees Only				
Total		775.00		Words						
Payment Details		BANK OF INDIA			FOR USE IN RECEIVING BANK					
Cheque-DD Details		Bank CIN	Ref. No.	02202292024050705036		169201481				
Cheque/DD No.		Bank Date	RBI Date	06/05/2024-21:55:20		Not Verified with RBI				
Name of Bank		Bank-Branch		BANK OF INDIA						
Name of Branch		Scroll No. , Date		Not Verified with Scroll						

Department ID :

Mobile No. : 9820474421

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

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



5451322

## सूची क्र.2

दुय्यम निबंधक : अंधेरी 1 (बांद्रा)

04-05-2024

दस्त क्रमांक : 5451/2002

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

नोंदणी :

Regn:63m

## गावाचे नाव : विलेपार्ले

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	रु.2700000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु. 4147521
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	पालिकेचे नाव:इतर वर्णन :विभागाचे नाव - विलेपार्ले ( अंधेरी ), उपविभागाचे नाव - 33/183 - भुभाग: उत्तरेस गावाची हद्द, पूर्वेस रेल्वे लाईन, दक्षिणेस वॉर्ड हद्द व पश्चिमेस स्वामी विवेकानंद रोड. सदर मिळकत सि.टी.एस. नंबर - 1234 मध्ये आहे. सदनिका नं.401 चौथा मजला निसरंग अपा.
(5) क्षेत्रफळ	बांधीव मिळकतीचे क्षेत्रफळ 85.87 चौ.मी. आहे.
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	-
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-प्रवीण विराम सत्रा भागीदार दर्शन बिल्डर्स व डेव्ह. तर्फे वय:-38पत्ता:-८ एपिन कोड:-५७पॅन नं:-
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	2): नाव:-महेशभाई चिमणलाल शहा वय:-52पत्ता:-३०४ बी पिन कोड:-५६पॅन नं:- 3): नाव:-पिना महेशभाई शहा वय:-47पत्ता:-३०४ बी पिन कोड:-५६पॅन नं:-
(9) दस्तऐवज करून दिल्याचा दिनांक	10/10/2002
(10)दस्त नोंदणी केल्याचा दिनांक	11/10/2002
(11)अनुक्रमांक,खंड व पृष्ठ	5451/2002
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	290750
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	20000
(14)शेरा	-

3610323

## सूची क्र.2

दुय्यम निबंधक : अंधेरी 2 (अंधेरी)

04-05-2024

दस्त क्रमांक : 3610/2006

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

नोदणी :

Regn:63m

## गावाचे नाव : विलेपार्ले

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	रु.3411000
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु. 4722850
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	पालिकेचे नाव:इतर वर्णन :विभागाचे नाव - विलेपार्ले पश्चिम ( अंधेरी ), उपविभागाचे नाव - 37/189 - भुभाग: उत्तरेस गावाची हद्द, पूर्वेस रेल्वे लाईन, दक्षिणेस वॉर्ड हद्द व पश्चिमेस स्वामी विवेकानंद रोड. सदर मिळकत सि.टी.एस. नंबर - 1234 मध्ये आहे. प्लॉट नं. 401, 4था मजला, निसर्ग अपार्टमेंट, निसर्ग को ऑ हौ सो लि, बेझेंट रोड, विलेपार्ले प, मुं 56 फायनल प्लॉट नं. 9, टी पी एस 3, विलेपार्ले प., सी टी एस नं. 1234, 1234/ 1 ते 4
(5) क्षेत्रफळ	बांधीव मिळकतीचे क्षेत्रफळ 85.87 चौ.मी. आहे.
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	-
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-महेशभाई चिमणलाल शाह व पिना महेशभाई शाह तर्फे मुखत्यार नगिनभाई डी दोशी - - वय:-74पत्ता:-४०१, ४ था मजला, निसर्ग, विलेपार्ले प पिन कोड:-पॅन नं:-±úÖò'ÖÖ60 2): नाव:-महेशभाई चिमणलाल शाह व पिना महेशभाई शाह तर्फे मुखत्यार महेन्द्र के शाह - - वय:-64पत्ता:-वरीलप्रमाणे पिन कोड:-पॅन नं:-±úÖò'ÖÖÈ 60
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	3): नाव:-कंचन हरीश मेहता - - वय:-48पत्ता:-४०४, ४ था मजला, निसर्ग अपार्ट., बेझेंट रोड, विलेपार्ले पपिन कोड:-पॅन नं:-±úÖò'ÖÖ 60 4): नाव:-जतिन हरीश मेहता - - वय:-23पत्ता:-वरीलप्रमाणे पिन कोड:-पॅन नं:-±úÖò'ÖÖÈ60
(9) दस्तऐवज करून दिल्याचा दिनांक	13/05/2006
(10)दस्त नोंदणी केल्याचा दिनांक	15/05/2006
(11)अनुक्रमांक,खंड व पृष्ठ	3610/2006
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	220000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	-

9992323

## सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 2

04-05-2024

दस्त क्रमांक : 9992/2012

Note:-Generated Through eSearch  
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contact concern SRO office.

नोंदणी :

Regn:63m

## गावाचे नाव : 1) विलेपार्ले

(1)विलेखाचा प्रकार	अभिहस्तांतरणपत्र
(2)मोबदला	11250000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	11248970
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपाइतर वर्णन :सदनिका नं: 401, माळा नं: 4, इमारतीचे नाव: निसर्ग अपार्टमेंट , ब्लॉक नं: फायनल प्लॉट न. 9 बसंत रोड , रोड : विलेपार्ले पश्चिम मुम्बई 400056( ( C.T.S. Number : 1234 ; ) )
(5) क्षेत्रफळ	1) 85.87 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षक.राचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-कांचन हरेश मेहता वय:-55; पत्ता:-प्लॉट नं: 401, माळा नं: 4, इमारतीचे नाव: निसर्ग अपार्टमेंट , ब्लॉक नं: बसंत रोड , रोड नं: विलेपार्ले पश्चिम मुम्बई , , . पिन कोड:-400056 पॅन नं:-ANDPM1383L 2): नाव:-जतिन हरेश मेहता वय:-29; पत्ता:-प्लॉट नं: 401, माळा नं: 4, इमारतीचे नाव: निसर्ग अपार्टमेंट , ब्लॉक नं: बसंत रोड , रोड नं: विलेपार्ले पश्चिम मुम्बई , , . पिन कोड:-400056 पॅन नं:-AHXPM7385G
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-पं.प. मुलजी कारिया वय:-44; पत्ता:-प्लॉट नं: 902/903, माळा नं: 9, इमारतीचे नाव: विजय निवास , ब्लॉक नं: गुलमोहर रोड , रोड नं: अंधेरी पश्चिम मुम्बई , , . पिन कोड:-400058 पॅन नं:-AAEPK0469M
(9) दस्तऐवज करुन दिल्याचा दिनांक	22/11/2012
(10)दस्त नोंदणी केल्याचा दिनांक	26/11/2012
(11)अनुक्रमांक,खंड व पृष्ठ	9992/2012
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	563000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	
मुल्यांकनासाठी विचारात घेतलेला तपशील:-:	
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-:	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

06-05-2024	सूची क्र.2	दुय्यम निबंधक : Joint S.R. Andheri 4
Note:-Generated Through eSearch Module,For original report please contact concern SRO office.		फाईल क्रमांक : 230/2015
		नोदणी :
		Regn:63m
<b>गावाचे (Village Name) : Vileparle</b>		
(1) विलेखाचा प्रकार (Title)	6-Notice of intimation regarding mortgage by way of deposit of Title Deed	
(2) कर्जाची रक्कम (Loan amount)	Rs.100000000/-	
(3) भू-मापन,पोटहिम्मा व घरक्रमांक(असल्यास) (Property Description)	1) Corporation: मुंबई मनपा Other details: Building Name:NISARG APT CHS LTD, Flat No:401, Road:5,BEASANT ROAD, Block Sector:, Landmark: ( Plot Number: 9 ; TPS NUMBER: III ; )	
(4) क्षेत्रफळ (Area)	1) Build Area 85.87 / Open Area :0 Square Meter	
(5) कर्ज घेणाऱ्याचे नाव व पत्ता (Mortgagor)	1) Name: PARESH MULJI KARIYA Age: 47, Address: Building Name:KATHIAWAR CHS L, Floor No:00, Flat No:00, Block Sector:PLOT NO 12, Road:ROAD NO 12, City:JUHU, State:MAHARASHTRA, District:MUMBAI, Pin:400049 ,PAN: AAEPK0469M	
(6) कर्ज देणाऱ्याचे नाव व पत्ता (Mortgagee)	Bank Name: BANK OF INDIA Address: STOCK EXCHANGE (SEX)	
(7) गहाण / कर्जाचा दिनांक (Date of Mortgage )	19/01/2015	
(8) नोटीस फाईल केल्याचा दिनांक (Date of filing)	04/02/2015	
(9) फायलींग नंबर (Filing No.)	230/2015	
(10) मुद्रांक शुल्क (Stamp Duty)	Rs.200100/-	
(11) फायलींग शुल्क (Filing Amount)	Rs.1300/-	
(12) Date of submission	04/02/2015	
(13) शेर (Remark)	-	

MH001500428202425E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
04 May 2024	Receipt	Receipt no.: 1113428520
	Name of the Applicant :	Rajkumar Rammilan Mishra
	Details of document has to be downloaded :	Dist :Mumbai Sub-urban District SRO :Andheri 3(Andheri) Scanned Document No. : 9992 RequestID :35eae11848cc4107
	Year :	2012
	Received Fee :	100
The above mentioned Search fee has been credited to government vide GRN no :MH001500428202425E		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on 'gras.mahakosh.gov.in/challan/views/frmSearchChallanWithOutReg.php'.		

Scan Copy Downloaded from  
website on payment of  
stipulated charges.

TRUE / SCANNED COPY

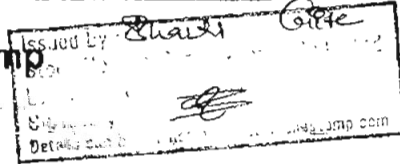
*Rajkumar*  
M. RAJKUMAR & CO.  
ADVOCATES



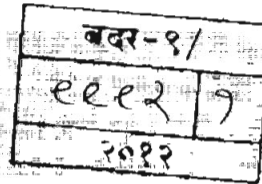
सत्यमेव जयते

# INDIA NON JUDICIAL Government of Maharashtra

e-Stamp



Certificate No. : IN-MH16993480652493K  
 Certificate Issued Date : 22-Nov-2012 11:50 AM  
 Account Reference : SHCIL (FI)/mhshcil01/ ANDHERI/ MH-MSU  
 Unique Doc. Reference : SUBIN-MHMHSHCIL0113866282980909K  
 Purchased by : Haroon Rashid Motiwala  
 Description of Document : Article 36(A) Leave and License Agreement  
 Property Description : Office no 108,1st Flr Abba Residency Station Rd Jogeshwari W Mum-102  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : Haroon Rashid Motiwala  
 Second Party : Zeba S Ranjekar and Surabhi Mittal  
 Stamp Duty Paid By : Haroon Rashid Motiwala  
 Stamp Duty Amount(Rs.) : 7,200  
 (Seven Thousand Two Hundred only)



Please write or type below this line

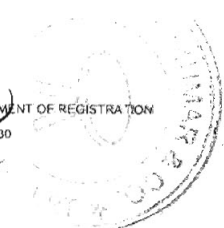
*Haroon Rashid Motiwala*  
*Zeba S Ranjekar*  
*Surabhi Mittal*

0004228163

**Statutory Alert**

- The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs)
- The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site [www.shcilstamp.com](http://www.shcilstamp.com)

Digitally signed by DS DEPARTMENT OF REGISTRATION AND STAMPS  
 Date: 2024.05.04 07:36:13 +05:30  
 Reason: For security purpose  
 Location: Pune





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"The contents of this certificate are true and correct as certified by my members of this office at the collection center address mentioned above."

"Any alteration to this certificate is void and invalid without the signature of the Sub-Registrar."

"This document contains security features such as: Lacey, Geometric, Flexible patterns, ornamental design borders, watermarks, artificial watermarks, and other security features."

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**SHCIL- MAHARASHTRA**

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

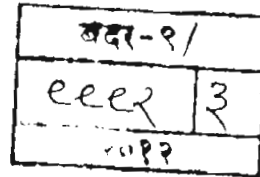
Tel : 022-61778151  
E-mail :

**Mode of Receipt**

Account Id mhshcil01  
Account Name SHCIL- MAHARASHTRA

Receipt Id RECIN-MHMHSKCIL0112832354935699K  
Receipt Date 22-NOV-2012

Received From Haroon Rashid Motiwala	Pay To
Instrument Type CASH	Instrument Date
Instrument Number	Instrument Amount 7200 ( Seven Thousand Two Hundred only )
Drawn Bank Details	
Bank Name	Branch Name
Out of Pocket Expenses 0.0 ( )	



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**LEAVE AND LICENCE AGREEMENT**

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THIS LEAVE AND LICENSE AGREEMENT made and entered into at MUMBAI This 22<sup>nd</sup> day of Nov 2012 BY AND BETWEEN **Mr. Haroon Rashid Motiwala** Age about 62 years, Indian Inhabitant, having present address at office no. 108, 1<sup>st</sup> Floor, Abba Residency, Station Road, Jogeshwari West, Mumbai 400102. hereinafter called the "LICENSOR" (which expression shall whenever the context so required or admit mean and include his heirs, executors, administrators and assigns) of the One Part.

**AND**

**Mrs. Zeba Sami Ranjnikar** wife of Mr. Sami Ranjnikar Age about 33 Years, Indian Inhabitant, having present address at B123, Iris Park, Patel Estate Road, Jogeshwari West, Mumbai 400102 and **Mrs. Surabhi Mittal** wife of Mr. Sourabh Agrawal aged about 31 year, Indian Inhabitant, having present address at B602, Nath Madhav CHSL, Arya Chanakya Nagar, Akurli Cross Road No.1, Kandivali East, Mumbai 400101 hereinafter called the "LICENSEE" (which expression shall whenever the context so required or

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admits means and includes its successors or successor in office and assigns) of the Other Part.

WHEREAS;

- a) The Licensor is absolute owner and seized and possessed of office no 108 on the 1<sup>st</sup> floor, of the building known as Abba Residency, Station Road, Jogeshwari West, Mumbai 400102 comprising of 1,130 Sq. Ft. Super Buildup Area, more particularly described in the schedule annexed hereto, (hereinafter referred to as the PREMISES)
- b) The Licensee being in need of office premises for its business purpose in Mumbai has approached the Licensor to allow the Licensee the use and enjoyment of the said office premises i.e. the said Premises on Leave and License basis for a period of 36 (Thirty Six ) months for commercial purpose only.
- c) Licensor, based on representations made by Licensee has agreed to allow the Licensee the use and enjoyment of the said office premises i.e. the said Premises on Leave and License basis for a temporary period of 36 (Thirty Six ) months subject to the terms and conditions contained in this Agreement.

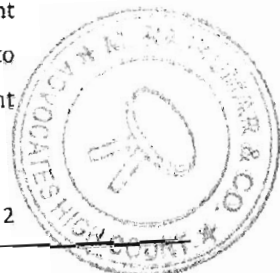
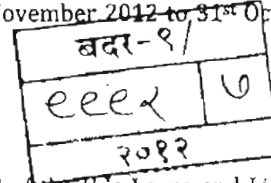
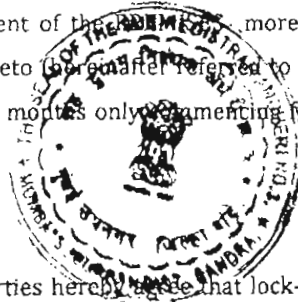
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:-

1. In consideration of the License Fee compensation herein described and observance of the terms and conditions on the part of the Licensee hereinafter contained, the Licensor do hereby grant permission to the Licensee for the use and enjoyment of the premises more particularly described in the schedule annexed hereto (hereinafter referred to as the said Premises) for a period of 36 (Thirty Six) months only commencing from 1<sup>st</sup> November 2012 to 31<sup>st</sup> October 2015.
2. Both the parties hereby agree that lock-in period of the this Leave and License shall be of 36 months from 01<sup>st</sup> November 2012 to 31<sup>st</sup> October 2015 from both the sides unless terminated earlier as per the provision of this agreement. During the lock-in period, Licensee shall not be permitted to terminate the Agreement and shall be fully liable to pay all compensations as per this Agreement to Licensor. Licensor shall also likewise be permitted to terminate the Agreement only under the terms and conditions of this Agreement.

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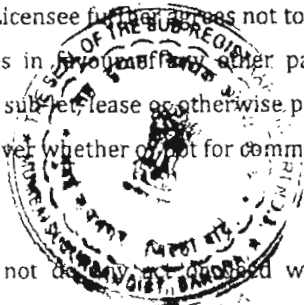
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3. It has been agreed by and between the parties hereto that Licensee shall pay Rs 2,00,000/- (Rupees Two Lacs only) to Licensor being the security deposit, free from interest in respect of the said office premises and shall be returned to Licensee upon termination of this agreement.
4. The Licensee hereby agree to pay a compensation/ leave and licensee fees of Rs. 15,000/- (Rupees Fifteen Thousand only) per month and shall be paid by Licensee in advance within 5 days from starting of month.
5. The said compensation mentioned in para 4 above shall be increased by 10% in every 18 month likely to be from 1<sup>st</sup> November 2012 to 30<sup>th</sup> April 2014 compensation shall be fixed at Rs. 15000/- per month and from 01<sup>st</sup> May 2014 to 31<sup>st</sup> October 2015 it shall be fixed at Rs. 16,500/- per month
6. The Licensee shall not do any act, which may cause nuisance or annoyance to the neighbours and the society members, and shall abide the rules and regulations of the society.
7. The Licensee shall use the said Premises solely for the legitimate business purpose of its own, and no other third parties, included related companies, group companies, individuals who are known or related shall be permitted to use or occupy, enjoy the said premises either in full or part for any purpose of what so ever in nature. The Licensee further agrees not to transfer the benefits in respect of the said premises in favour of any other party. Especially provided that Licensee shall never sub-let, lease or otherwise provide the said premises to any other entity whatsoever, whether or not for commercial consideration.
8. The Licensee shall not do anything which may cause nuisance and annoyance to the licensor or to the other occupants of the premises in the building wherein the premises are situated. The licensee shall not carry on or allowed to be carried on any illegal activities in the said premises or keep or allow to be kept any banned prohibited and/ or hazardous articles in the said premises.



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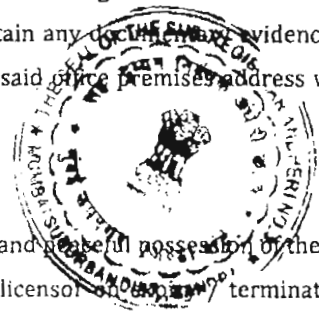
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9. The Licensor shall punctually discharge all existing and future municipal taxes and levies to all statutory authorities constituted under any law which is for time being in force and operating in any name whatsoever, payable in respect of the said Premises and also shall discharge liability towards common area maintenance charges to the developer and/or builder.

10. The Licensee will bear and pay for electricity bills, cable charges and telephone bills, consumed as per monthly bills, without delay, demur or dispute, commencing from the day of execution of this Agreement to the authorities concerned.

11. The Licensee shall keep and maintain the said Premises of the Licensor in good and clean condition. In case there is any damage to the said Premises the same shall be made good at the cost of the Licensee and deducted from the Deposit Amount. However normal wear and tear to the said premises like fading and/ or peeling of the wall paint shall not be considered as damage to the said premises.

12. The Licensee shall not make any structural changes or alteration of any kind to the said premise, and also shall not obtain any evidence from the concerned authorities in respect of the said office premises address which shall be harmful to the Licensor's right.



13. The Licensee shall handover the vacant and peaceful possession of the said office premises in the good condition to the licensor on termination of this agreement. On taking over the possession of the said flat, the licensor shall immediately return the security deposit to the licensee after deducting there from the amount of the outstanding compensation, if any, besides the loss in terms money suffered by them on account of damage to the said office premises.

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14. Nothing herein contained shall be construed as creating any right or interest easement, tenancy or sub-tenancy or statutory tenancy of the said Premises in favour of the Licensee or Transferring any interest in the said Premises in favour of the Licensee other than the permissive right of temporary use and enjoyment of the said Premises hereby granted nor shall the Licensee be deemed to be in exclusive possession of the said Premises.

15. The Licensor shall have the right to inspect the said Premises themselves or through their authorised agents at all reasonable times during office hour to

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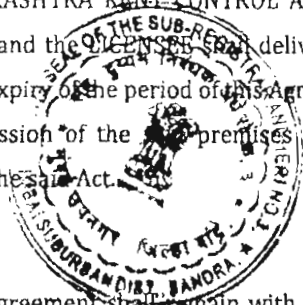
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satisfy themselves that the said Premises is used in accordance with the terms and conditions of this Agreement and that no objectionable, illegal, or prejudicial or prohibited activities is going on or carried on in the said Premises. It is expressly agreed and understood that the Licensee shall be liable for all acts, of omission or commission on the part of the Licensee and/or his servants and agents and the Licensors shall not be liable in respect thereof under any circumstances.

16. It is agreed, assured and provided by and between the parties hereto that the Licensee shall without demur, surrender the use and enjoyment of the said Premises against which the Licensor shall refund the Deposit Amount to the Licensee after deduction of arrears compensation of the said premises as per the provisions of this agreement.

17. The Licensor hereby assures to hand-over the said interest free deposit immediately on the expiry of the this Agreement without any delay at the time of the Licensee handing over the vacant and peaceful possession of the said Premises to the Licensors subject to the provisions of this agreement.

18. This Agreement is governed strictly under provisions of Section 16 & Section 24 of the MAHARASHTRA RENT CONTROL ACT, 1999 (as may be amended from time to time) and the Licensee shall deliver possession of the premises to the Licensors on expiry of the period of this Agreement and the Licensor is entitled to recover possession of the premises on expiry of this Agreement as per provisions of the said Act.



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19. The original agreement shall remain with the Licensor and the copy signed by both the parties shall remain with the Licensee. The Licensee shall extend all co-operations in registering this document as required by Law. The parties hereto acknowledge, declare and confirm that this agreement represents the entire agreement between them regarding the subject matter hereof and no alterations, additions or modifications hereto shall be valid and binding unless the same is reduced in writing and signed by both the parties.

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*Zainika*





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20. At the time of the Licensee vacating the said premises the Licensee shall be entitled to remove all their belongings including items of furniture brought by Licensee.

21. In case of any illegal activities carried out in the premises, in such case licensor shall have a right to terminate this agreement with immediate effect and licensee shall vacate the said premises with immediate effect and licensor will refund the deposit upon such vacation immediately.


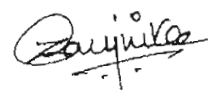
22. The cost of STAMP DUTY & REGISTRATION of this Agreement shall be borne equally by both the Licensors and the Licensee.

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**THE SCHEDULE ABOVE REFERED TO**

ALL THAT office premises no 108, on the First Floor, in Building known as Abba Residency, admeasuring an area of 1,130 Sq.Ft. or thereabouts, Station Road, Jogeshwari West, Mumbai 400102, within the limits of Sub-Registration office at Bandra MSD.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signature on the day, month and year first herein above written.

SIGNED AND DELIVERED by the  
Within named the LICENSOR **MR. HAROON RASHID MOTIWALA**



in the presence of

*[Signature]*  
.....  
*[Signature]*  
.....  
*Haroon Motiwala*



*[Signature]*

SIGNED AND DELEVERED by the  
withinnamed the LICENSEE **MRS. ZEBA SAMI RANJNIKAR**



Thumb



in the presence of

*[Signature]*  
.....  
*[Signature]*  
.....  
*Haroon Motiwala*

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*[Signature]*

**MRS. SURABHI MITTAL**



in the presence of

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.....  
*[Signature]*  
.....  
*Haroon Motiwala*

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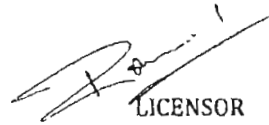
**RECEIPT**

RECEIVED from Licensee **Mrs. Zeba Sami Ranjnikar and Mrs. Surabhi Mittal** sum of Rs. 2,00,000/- (**Rupees Two Lacs only**) as interest free security deposit in accordance with and subject to the Terms & Conditions of this Leave and Licence Agreement as per Clause No. 3 of this Leave and Licence Agreement mentioned herein above.

Sr. No.	Name of Bank	Cheque no.	Date	Amount
1	State Bank of Mysore	493101	23/10/2012	2,00,000

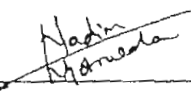
I say received Rs. 2,00,000/-



  
LICENSOR

Witnesses:

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खाई लेखा संख्या / PERMANENT ACCOUNT NUMBER  
**AAGPM6751L**

नाम / NAME  
**HAROON RASHID MOTIWALA**

पिता का नाम / FATHER'S NAME  
**RASHID MOTIWALA**

जन्म तिथि / DATE OF BIRTH  
**16-04-1952**

हस्ताक्षर / SIGNATURE  


आयकर निदेशक (प्रणाली)  
 DIRECTOR OF INCOME TAX (SYSTEMS)



इस कार्ड के खो / भिल जाने पर कृपया जारी के अधिकारी  
 अवबिधाठी पती सूचित / पापने को है  
 आयकर निदेशक (प्रणाली)  
 इ.आर.ए. सेन्टर, भूतल  
 ई-२, झान्देवालीन एक्सटेंशन  
 नई दिल्ली - 110 055

In case this card is lost/found, kindly inform/return to  
 the issuing authority :  
 Director of Income Tax (Systems)  
 ARA Centre, Ground Floor  
 E-2, Jhandewalan Extn.  
 New Delhi - 110 055

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आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT. OF INDIA

RIYAZ RAFIK KHANDWANI  
 RAFIK ISMAIL KHANDWANI

31/10/1984  
 Permanent Account Number  
 AVGPK1531G

भारत सरकार  
 GOVT. OF INDIA



आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT. OF INDIA

SAJJID MOOSA MALKANI  
 MOOSA MOHAMMED MALKANI

24/07/1973  
 Permanent Account Number  
 AKSPM3915E

Signature




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सोमवार, 10 डिसेंबर 2012 8:02 म.पू.

दस्त गोषवारा भाग-1

बदर9

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दस्त क्रमांक: 9992/2012

दस्त क्रमांक: बदर9 /9992/2012

बाजार मूल्य: रु. 2,00,000/- मोबदला: रु. 16,500/-

भरलेले मुद्रांक शुल्क: रु.7,200/-

दु. नि. सह. दु. नि. बदर9 यांचे कार्यालयात

पावती: 10092

पावती दिनांक: 10/12/2012

अ. क्र. 9992 वर दि.10-12-2012

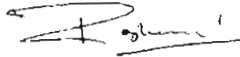
सादरकरणाराचे नाव: हारुन रशीद मोतिबाला

रोजी 8:01 म.पू. वा. हजर केला.

नोंदणी फी रु. 1000.00

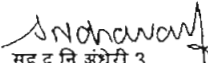
दस्त हाताळणी फी रु. 620.00

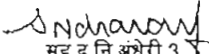
पृष्ठांची संख्या: 31



दस्त हजर करणाऱ्याची सही:

एकूण: 1620.00

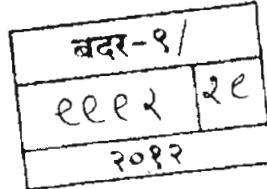
  
सह. दु. नि. अंधेरी 3  
सह. दुय्यम निबंधक अंधेरी-3,  
मुंबई उपनगर जिल्हा.  
दस्ताचा प्रकार: 36-अ-लिच्छ अँड लायसन्सेस

  
सह. दु. नि. अंधेरी 3  
सह. दुय्यम निबंधक अंधेरी-3,  
मुंबई उपनगर जिल्हा.

मुद्रांक शुल्क: ii)अनिवासी असेल त

शिक्षा क्रं. 1 10 / 12 / 2012 08 : 01 : 14 AM ची वेळ: (सादरीकरण)

शिक्षा क्रं. 2 10 / 12 / 2012 08 : 02 : 07 AM ची वेळ: (फी)



Summary-2( दस्त गोपवारा भाग - २ )

10/12/2012 8 04:56 AM

दस्त गोपवारा भाग-2

बदर 9 30/30

दस्त क्रमांक:9992/2012

दस्त क्रमांक :बदर9/9992/2012

दस्ताचा प्रकार :-36-अ-लिच्छ अंड लायसन्सेस

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:हारून रशीद मोतिवाला पत्ता:प्लॉट नं: ऑफिस 108 , माळा नं: 1, इमारतीचे नाव: अब्बा रेसिडेन्सी , ब्लॉक नं: स्टेशन रोड , रोड नं: जोगेश्वरी (प) . पिन नंबर:AAGPM6751L	लायसेन्सार् वय :-60 स्वाक्षरी:-		
2	नाव:जंबा सामी रजनीकर पत्ता:प्लॉट नं: वी/123, माळा नं. - इमारतीचे नाव: आयरिस पार्क , ब्लॉक नं: पटेल ईस्टेट रोड , रोड नं: जोगेश्वरी (प) . पिन नंबर:AMWPR6372A	लायसेन्सी वय :-34 स्वाक्षरी:-		
3	नाव:गुरभी - मित्तल पत्ता:प्लॉट नं: वी/602, माळा नं: . इमारतीचे नाव: नाथ माधव , ब्लॉक नं: आकुली क्रॉस रोड 1 , रोड नं: कादिवली (पूर्व) . पिन नंबर:AOHPM9229G	लायसेन्सी वय :-31 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत 36-अ-लिच्छ अंड लायसन्सेस चा दस्त ऐवज करून दिल्याचे कबुल करतात  
शिक्षा क्र.3 ची वेळ 10 / 12 / 2012 08 03 : 52 AM

ओळख-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:रियाज रफीक खंडवानी वय:29 पत्ता:वी/113,जान मोहम्मद,एस.व्ही. रोड,जोगेश्वरी (प) पिन कोड:400102		
2	नाव:साजीद मुसा मलकानी वय:39 पत्ता:वी/108,फरहत, वाविवनी रोड, जोगेश्वरी (प) पिन कोड:400102		

शिवका क्र.4 ची वेळ:10 / 12 / 2012 08 : 04 : 49 AM

शिवका क्र.5 ची वेळ 10 | 12 | 2012 08 04 : 49 AM

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



प्रमाणित करणेत घेते की, या 30  
दस्तामध्ये एकूण..... घने आहेत.  
पुस्तक क्र. १/बदर-१/क्रमांक 9992/2012  
बदर नोंदला दिनांक : 10 DEC 2012

सह-दुय्यम निबंधक अणेरी-३,  
मुंबई उपनगर जिल्हा

12/12/2019



