

# VALUATION REPORT MR. TUSAR S. SHAH



FLAT NO. 301, 3<sup>RD</sup> FLOOR, "SUSHANT BUILDING", BHAGWANDAS INDRAJIT ROAD, OFF NARAYAN DHABOLKAR ROAD, WALKESHWAR, MUMBAI 400 006

### FOR

## COSMOS BANK, VASHI BRANCH

## PRAKSIS CONSULTANTS & VALUERS PVT. LTD.

B/410, 4th Floor, Damji Shamji Corporate Square, Next to Kanara Business Center, Laxmi Nagar, Ghatkopar (East), Mumbai 400 075

> Phone: 022-25004096/022-25004097 Mob.: 8828901005 / 9619369275 E-mail:- praksisconsultants@gmail.com /info@praksisconsultants.com



### **CERTIFICATE**

Date: 29th December, 2018

To Cosmos Bank, Vashi Branch

We have carried out the valuation of Flat pertaining to Mr. Tusar S. Shah at Flat No. 301, 3<sup>rd</sup> Floor, "Sushant Building", Bhagwandas Indrajit Road, Off Narayan Dhabolkar Road, Walkeshwar, Mumbai 400 006

On the basis of the data/ information furnished by Cosmos Bank our visual inspection, observations, analysis and Judgment, we are of the opinion that the present value of the above referred assets to be considered as Rs. 10,55,70,000/- (Rupees Ten Crores Fifty Five Lakhs Seventy Thousand Only) as on 29<sup>th</sup> December, 2018

We have not verified any encumbrances such as mortgage, hypothecation to Bank or Financial Institutions etc. if any.



Praksis Consultants & Valuers Pvt. Ltd.
Authorised Signatory



## VALUATION REPORT

PARTY:-

MR. TUSAR S. SHAH

FLAT NO. 301, 3<sup>RD</sup> FLOOR, "SUSHANT BUILDING", BHAGWANDAS INDRAJIT ROAD, OFF NARAYAN DHABOLKAR ROAD, WALKESHWAR, MUMBAI 400 006

PROPERTY:-

FLAT NO. 301, 3<sup>RD</sup> FLOOR, "SUSHANT BUILDING", BHAGWANDAS INDRAJIT ROAD, OFF NARAYAN DHABOLKAR ROAD, WALKESHWAR, MUMBAI 400 006

REFERENCE DATE:-

18<sup>TH</sup> DECEMBER, 2018

**VALUER:-**

PRAKSIS CONSULTANTS & VALUERS PVT. LTD.

B/410, 4<sup>TH</sup> FLOOR, DAMJI SHAMJI

CORPORATE SQUARE, NEXT TO KANARA

BUSINESS CENTRE, LAXMI NAGAR

GHATKOPAR (EAST), MUMBAI 400075.



PRASHANT RAUT Govt. Approved Valuer Reg. No. CCIT-TH/350/16/22/3/2010-11 Ref:-PR/PCVPL/VLN/CB/722/13099/2018

#### VALUATION REPORT

1. PARTY :- MR. TUSAR S. SHAH

FLAT NO. 301, 3RD FLOOR, "SUSHANT BUILDING", BHAGWANDAS INDRAJIT ROAD, OFF NARAYAN DHABOLKAR ROAD, WALKESHWAR, MUMBAI 400 006

2. OWNER :- MR. TUSAR S. SHAH

DATE OF INSPECTION :-3.

19<sup>TH</sup> DECEMBER, 2018

(ER. RAMESH GORE) ALONG WITH

TUSHAR SHAH

VALUATION 4. INSTRUCTED BY :- COSMOS BANK,

VASHI BRANCH

**PURPOSE OF** 5. **VALUATION:-**

TO ASCERTAIN THE PRESENT MARKET VALUE FLAT NO. 301, 3<sup>RD</sup> FLOOR. "SUSHANT BUILDING", BHAGWANDAS INDRAJIT ROAD, OFF NARAYAN DHABOLKAR ROAD, WALKESHWAR, MUMBAI 400 006 IN CONNECTION WITH FINANCIAL DEALING WITH COSMOS BANK, VASHI BRANCH





#### 6. BRIEF DESCRIPTION:-

FLAT NO. 301, 3<sup>RD</sup> FLOOR, "SUSHANT BUILDING", BHAGWANDAS INDRAJIT ROAD, OFF NARAYAN DHABOLKAR ROAD, WALKESHWAR, MUMBAI 400 006

#### THIS FLAT CONSIST OF:-

LIVING ROOM 1 NO.

KITCHEN 1 NO.

BEDROOM 3 NOS.

WC/BATH 3 NOS.

#### THIS FLAT HAS FOLLOWING AMENITIES

- 1] MARBLE FLOORING
- 2] WOODEN WITH SAFETY DOOR
- 3] ALUMINUM SLIDING WINDOWS
- 4] ALL WALLS INTERNALLY PLASTERED
  WITH DRY DISTEMPER OIL BOUND
  FINISH
- 5] EXTERNALLY PLASTERED WITH SAND FACED FINISH
- 6] CONCEALED WIRING
- 7] CONCEALED PLUMBING
- 8] W/C BATH HAS CERAMIC FLOORING WITH ALL WALL FULL HT. GLAZED DADO
- 9] KITCHEN HAS GRANITE PLATFORM
- 10] RCC SLAB ROOF
- 11] RCC FRAMED STRUCTURE
- 12] THIS BUILDING IS STILT + 7
  UPPER FLOORS
- 13] ONE LIFT FACILITY
- 14] PAVEMENT AROUND BUILDING
- 15] COMPOUND WALL





## Format Of Valuation Report (For all properties of value utpo Rs. 5 crores)

Full Name of the valuer:- **Praksis Consultants & Valuers Pvt. Ltd.** Registration No. with CBDT/CCIT:-CCIT-TH/350/16/22/3/2010-11 Educational Qualification:- B.E - CIVIL

Ref. No.:- PR/PCVPL/VLN/COSMOS/911/13099/2018

Date:-29/12/2018

Subject:-Valuation of

Flat

Client Name:-

Mr. Tusar S. Shah

Sir/Madam,

Please Find Herewith The Valuation Report For Mr. Tusar S. Shah

Location and brief description of the property:-

Flat No. 301, 3<sup>rd</sup> Floor, "Sushant Building", Bhagwandas Indrajit Road, Off Narayan

Dhabolkar Road, Walkeshwar, Mumbai 400 006

Dilabolkai Road, Walkeshwar, Maniesh	(Rs.)
Fair Market Value as on Today (in words & figures)	(Rupees Ten Crores Fifty Five Lakhs Seventy Thousand Only) RS. 10,55,70,000/-
Realizable Value	RS. 9,50,13,000/-
Distress Value	RS. 8,44,56,000/-
Registration sale value (As per guidelines of Ready Reckoner for stamp duty purposes)	RS. 8,73,79,116/-
Cost Price as per agreement dated In 14 <sup>th</sup> August, 1993	RS. 3,50,000/-
Insurable Value	RS. 46,92,000/-

Detailed report as per Annexure 1 enclosed herewith





Signature of the Firm

Praksis Consultants & Valuers Pvt. Ltd.

Registration No. of the Signatory COMP.



## ANNEXURE-I FORMAT OF VALUATION REPORT (To be used for all properties of value up to Rs. 5 crores)

Name & Address of Branch	The Cosmos Co-op Bank Ltd. Vashi Branch
Name of Customer (s)/Borrower unit (for which valuation report is sought)	Mr. Tusar S. Shah

1	Customer Details										
	Name	Mr. Tusar	Mr. Tusar S. Shah								
	Application No.	N.A.									
2	<b>Property Details</b>										
	Address	Indrajit Ro	Flat No. 301, 3 <sup>rd</sup> Floor, "Sushant Building", Bhagwandas Indrajit Road, Off Narayan Dhabolkar Road, Walkeshwar, Mumbai 400 006								
	Nearby Landmark/Google Map Independent access to the property	Near Adity	Near Aditya Vatika Garden								
3	Documents Details	Whether Al	l Required Docume	ents made Available	Yes/No						
		Yes/No	Name of the Approving Authority	No.	Date						
	Layout Plan	No	No	No	No 03/03/1995						
	Building Plan (Approved Plan)	Yes	Municipal Corporation of Greater Bombay	Corporation of							
	Construction Permission	No	No								
	Documents	Agreement	Made Between S	hri. Ratneshwar Tem	ple and						
	referred	Smt. Kesharbai Jamnadas Majithia Hindu Santorium Trust an Mr. Tusar S. Shah Dated 14 <sup>th</sup> August, 1993									
4	Physical Details										
		Adjoining Properties:-									
	East		Open Plot	Open Plot							
	West		Internal Road	Internal Road							
	North			Sea Crest Building							
	South			Ratneshwar Temple / Open Space							
	Matching Boundar	ries		Yes							
	Plot Demarcated			NA							
	Approved land use	;	Residential								
-	Type of Property		Flat								
-	Latitude				18.95 <sup>0</sup> N						
	Latitude	NAME AND ADDRESS OF THE OWNER, WHEN PERSON AND PARTY OF THE OWNER,	72.80 °E								
E	Longitude		72.80 °E								
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7//	Praksis Consultants & Valuers Pyt. Ltd
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		Kitche	n	1	
		Bed		3	
		Toilet/s		3	
		Other			
	Total No. Of Floors			Upper Floors	
	Floor on Which The Property Located	Is	3 <sup>rd</sup> Floor  15 Years		
	Approx. age of the property				
	Residual age of the property		60 Years		
	Details of property/specification	ons	See Details		
5	Tenure/Occupancy Details				

3	Tenure/Occupancy Details					
	Status Of Tenure	Owner Occupied				
	No. Of Years Of Occupancy	N. A.				
	Relationship Of Tenant Or Owner	Owner Occupied				
6	Stage Of Construction					
	Stage Of Construction	Stilt + 7 Upper Floors				
	If under construction, extent of completion	NA				
7	Violations if any observed	NA				
7A	Nature and extent of violations	NA				
8	Area Details of the property					
	Area of land/Flat (As per sale/lease deed)	See Details				
	As per actual physical measurement of the plot/Flat /Office = See Details					
	Documented/Measured built up area (Main shed/other sheds) = NA					
	Documented/Measured Mezzanine floor area = NA					
	Saleable area considered for valuation = See Details					
	(Building sanction plan provided/If not provi	(Building sanction plan provided/If not provided for our perusal, construction value is				
	based on actual measurement at site.)					
	Longitude and latitude of the property 18.	95 °N & 72.80 °E				

#### 9 Valuation

- i) Mention the value as per Govt. Approved Rates also
- ii) In case of variation of 20% or more in the valuation proposed by the valuer and the Guideline value provided in the State Govt. notification or Income Tax Gazette justification on variation has to be given. Summary of valuation (The depreciated rate considered for structure, total life of structure is taken)

#### Sale instances

We have worked out this valuation on the basis of Composite/Land & Building method. While adopting land rate we have referred Index II No

SRO-

Address: Village N. A.





Area calculations:-

Plot Area NA.

Area of Construction is NA.

Consideration value = NA.

Govt. value = NA.

Analysis of sale instance:-

Construction cost = Area of construction X Construction Rate

= NA.

Plot Value = Consideration value - Construction cost

= NA.

Plot Rate = Plot Value / Plot Area

= NA

#### Justification:-

- A) Fair market value:
  - a) Land Value:- NA
  - b) Building:-

Total = (i) + (ii) = Rs. NA

c) Plot Development :- NA

Total fair market value:-

Type of Asset	Market Value in Rs
Land	NA
Building	NA
Plot Development	NA
Total	NA

#### B) Guideline Value:- NA

(Guideline Rate obtained from Registrar's office/State Govt. Gazette/Income Tax Notification)

B) Negative Features, if any:- NA



THE RESIDENCE OF THE PARTY OF T	/2018	
1	Declaration	W/Drat .
	i. The property was inspected by the undersigned iii. The undersigned does not have any direct/ind Knowledge.  iv. I have submitted Valuation report directly to v. The analysis and conclusions are limited by the conditions.  vi. I have read the Handbook on Policy, Standar Valuation, 2009, fully understood the provisions of the same to the best of the conformity to the Standards of Reporting vii. I/my authorized representative by the name of valuer', has inspected the subject proper actual physical measurement of the plot authorized representative has confirmed property  viii. I am a 'valuer' as per the provisions of the Category immovable assets and fulfill criteria laid our therein.  ix. I abide by the Code of Conduct as provided	the Bank. the reported assumptions and ds and Procedures for Real Estate provisions of the same and followed my ability and this report is in genshrined in the above Handbook. of Ramesh Gore who is also a rty on 19/12/2018 and has taken and /or flat/shop. Further I/my the boundaries of the subject the above referred Handbook in the education, experience and other
	- 1 0 DI 4 - 1 (C	Dhatagraphs are attached
12	Enclosures Documents & Photograph (Geostamping with date) etc.	Photographs are attached

Visit paid by: Ramesh Gore

Name of the empaneled Valuer: Praksis Consultants & Valuers Pvt. Ltd. Educational/Professional Qualification: Government Approved Valuer

Regd. Valuer of Institution of Valuers: Yes
Regd. Valuer under section 34ab of: Yes

Wealth Tax Act



Signature of the Valuer-

Date:- 29th December, 2018, Tel No. 022-25004096/022-25004097

Mobile No. 8828901005 / 9619369275

Email praksisconsultants@gmail.com /info@praksisconsultants.com



DOCUMENTS REFERRED :

AGREEMENT MADE BETWEEN SHRI.
RATNESHWAR TEMPLE AND SMT.
KESHARBAI JAMNADAS MAJITHIA HINDU
SANTORIUM TRUST AND MR. TUSAR S.
SHAH DATED 14<sup>TH</sup> AUGUST, 1993

8. PROPERTY LOCATION:-

THIS PROPERTY IS 4 KMS AWAY FROM GRANT ROAD RAILWAY STATION

#### PROPERTY BOUNDARIES:-

EAST SIDE:- OPEN PLOT

WEST SIDE:- INTERNAL ROAD

NORTH SIDE:- SEA CREST BUILDING

SOUTH SIDE:- RATNESHWAR TEMPLE /

OPEN SPACE

9. AGE, FUTURE LIFE:-

THIS BUILDING WAS COMPLETED IN 2003 GENERAL CONDITION IS GOOD AND FUTURE LIFE MAY BE TAKEN AS 60 YEARS UNDER NORMAL WORKING CONDITION & REGULAR MAINTENANCE

10. AREA:-

CARPET AREA = 1303 SQ. FT. AS PER SITE MEASUREMENT

BUILT UP AREA = 1564 SQ. FT.

GOVT. RATE = RS. 7,07,500/- SQ. MT. = RS. 65,728/- SQ. FT.

NOTE:-

AS DOCUMENTS PROVIDED DO NOT MENTION AREA, AREA AS PER SITE MEASUREMENT IS CONSIDERED IN OUR VALUATION



#### VALUATION RATE:-11.

THIS FLAT IS ON 3RD FLOOR OF STILT + 7 UPPER FLOORS BUILDING WITH ONE LIFT AND IS 4 KMS AWAY FROM GRANT ROAD RAILWAY STATION

THIS FLAT HAS SEA VIEW

THE PREVAILING MARKET RATE IN THIS AREA VARIES FROM RS. 65,000/- TO RS. 70,000/- SQ. FT.

AND BASED ON LOCAL ENQUIRIES WE CONSIDERING ABOVE **FACTORS** SHALL ADOPT A RATE OF RS. 67,500/- SQ. FT.

**VALUATION:-**12

RS. 67,500/- X 1564 SQ. FT.

RS. 10,55,70,000/-

MARKET VALUE:-

RS. 10,55,70,000/-

REALISABLE SALE VALUE :- RS. 9,50,13,000/-

**DISTRESS SALE VALUE:-**

RS. 8,44,56,000/-

GOVT. VALUE:-

RS. 8,73,79,116/-

**INSURANCE VALUE:-**

RS. 46,92,000/-

THIS IS TO CERTIFY THAT THE PRESENT MARKET VALUE OF FLAT NO. 301, 3<sup>RD</sup> FLOOR, "SUSHANT BUILDING", BHAGWANDAS INDRAJIT ROAD, OFF NARAYAN DHABOLKAR ROAD, WALKESHWAR, MUMBAI 400 006 IS RS. 10,55,70,000/- (RUPEES TEN CRORES FIFTY FIVE LAKHS SEVENTY THOUSAND ONLY)

### **DECLARATION**

## I HEREBY DECLARE THAT:

- (a) THE OPINION ABOUT VALUATION AND INFORMATION FURNISHED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE & BELIEF.
- (b) WE HAVE NO DIRECT OR INDIRECT INTEREST IN THE PROPERTY VALUED.
- (c) OUR REPORT DOES NOT COVER CHECK OF OWNERSHIP, TITLE CLEARANCE OR LEGALITY. THIS VALUATION REPORT IS PURELY AN OPINION AND HAS NO LEGAL AND CONTRACTUAL OBLIGATIONS ON OUR PART. THE RATES ARE BASED ON CURRENT MARKET CONDITION AND THESE MAY VARY WITH TIME.
- (d) UNLESS OTHERWISE SPECIFIED THE VALUATION IS BASED ON FREE
  AND TRANSFERABLE TITLE WITHOUT ANY HINDRANCE LIKE
  TENANCY ETC.
- (e) THE VALUATION IS BASED ON THE SITE VISIT & THE INFORMATION GIVEN BY THE PARTY.
- (f) THE VALUATION IS SUBJECT TO CLEAR AND MARKETABLE TITLE AND ADEQUACY OF ENGINEERING / STRUCTURAL DESIGN, DEED OF DECLARATION FOR COMMON AREAS ETC.
- (g) OUR LIABILITY ON THIS ASSIGNMENT (WHETHER ARISING FROM THIS ASSIGNMENT, NEGLIGENCE OR WHATSOEVER) IS LIMITED IN RESPECT OF ANY ONE EVENT OR SERIES OF EVENTS TO THE ACTUAL LOSS OR DAMAGE SUSTAINED SUBJECT TO MAXIMUM OF THE 80% OF THE PROFESSIONAL FEES FOR THE SERVICES RENDERED.



- (h) IN NO EVENT SHALL VALUER BE HELD RESPONSIBLE OR LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES AS THE ASSIGNMENT HAS BEEN COMPLETED ON BEST EFFORT, KNOWLEDGE AND BELIEF.
- (i) PHOTO COPY OF DOCUMENTS MENTIONED IN THE REPORT WERE REFERRED BY US & THIS VALUATION REPORT SHOULD BE READ ALONG WITH IT:
- (j) THIS VALUATION REPORT WILL REMAIN VALID ONLY FOR THE PURPOSE FOR WHICH IT IS MADE.
- (k) EMPHASIS OF THIS REPORT IS ON THE VALUE OF THE PROPERTY
  AND NOT ON THE TITLE VERIFICATION OF THE PROPERTY & IS
  BASED ON MARKET RATE.
- (I) BANK AUTHORITIES ARE REQUESTED TO CONTACT VALUER IN CASE OF ANY DOUBTS OR DISCREPANCY



DATE:- 29<sup>TH</sup> DECEMBER, 2018 **PRAKSIS CONSULTANTS & VALUERS PVT. LTD. AUTHORISED SIGNATORY** 

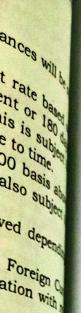


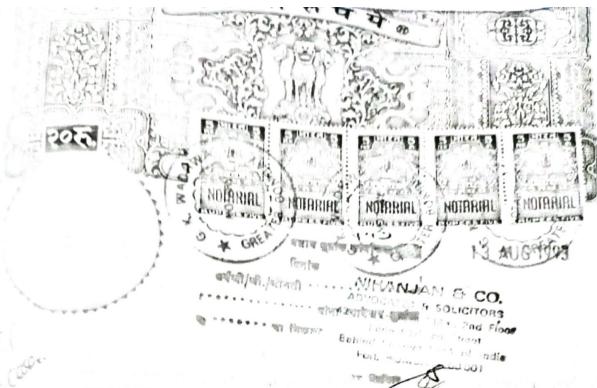
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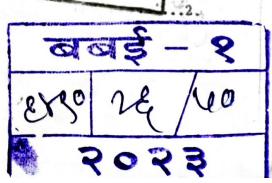
THIS AGREEMENT made at Bombay this 1412 day of August, 1993,

MAJITHIA HINDU SANTORIUM TRUST a Public Charitable Trust duly registered under Serial No. A-2421 (Bombay) having address at C/o. Neelam Dresses, 685, N.M. Joshi Marg, Byculla, Bombay 400 027 through its Trustee (1) SURENDRA CHHEDA, (2) VINOD JAIN, (3) KIRAN VEERA herein called "the LANDLORDS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Trustees or Trustee for the time being constituting the said Trust, the survivors of Survivor of them and the heirs, executors and administrators of the

lastsurvivor) of the One Part;

AND





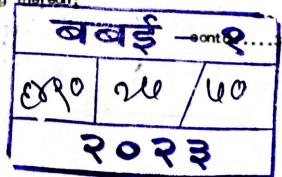
Mr. TUSAR S. SHAH of Bombay, Indian Inhabitant, hereinafter referred to as "the TENANT" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the Other Part:

#### WHEREAS

The Landlords are seized and possessed of or otherwise well and sufficiently entitled to the piece or parcel of land together with the temple and other structures standing thereon situate at Bhagwandas Indrajit Road, bearing City Survey No. 208 and more particularly described in the Schedule hereunder written thereinafter referred to as "the said Property");

The Landlerds have obtained permission of the Charity Commissioner under Section 35 and 36 A of the Bombay Public Trust Act, 1950 for the development of the said property and renovation of the temple standing thereon:





- The Charity Commissioner has inter alla permitted the Landlords to raise finance for such development and renovation in accordance with the Scheme submitted by the Trustees which inter sile provides that the Trustees may raise interest free losn by accepting deposits from the persons named in the Order dated 20th day of June 1991 passed by the Learned Charity Commissioner;
- The said Order of Charity Commissioner inter alia' provides for (0) the Landlords to accept deposit from the Tenant ;
- The Tenant has agreed to give to the Landlords a sum of (E) Rs.3,50,000/- (Rupees Three Lakhs fifty thousand) as and by way of interest free deposit inter alia on the condition that the Landlords give to the Tenant Fiant No. 301 on the third floor of the new building in tenancy basis which the Landlords have agreed to on certain terms agreed upon by the between them

HEL (F) The parties hereto are desirous of recording the said terms and conditions ; 909

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

The Landlords shall construct a new building in the said property more particularly described in the Schedule hereunder written as perthe plan sanctioned by the Bombay Municipal Corporation and other concerned whereof is annexed hereto and marked as Annexure



re-enter upon the said premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine.

11. Any notice required to be served hereunder shall be sufficiently served on either party hereto or forwarded by registered post to their following respective addresses:

A potice sent by post shall be deemed to be given at the time when in one opurse of post it would be delivered at the address to which it is sent.

It is hereby specifically agreed and declared by and between the parties hereto that all the terms and conditions of the tenancy have been recorded in this Agreement. Any variation to these presents would be valid and binding only of the same are duly recorded in writing and signed by the parties hereto.

13. It is further agreed and understood that this Agreement shall be subject to orders and directions passed by the Charity Commissioner from time to time.

IN WITNESS WHEREOF the parties hereto have hereto set and seals the day and year first within and seals the day and year first withinnamed Landlords

1. SURENDRA NI SUB-REGISTA

2. VINOD

3. KIRAN WICHA

3. KIRAN WICHA

4. BURENDRA NI SUB-REGISTA

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8. BURENDRA NI SUB-REGISTA

9. BUR

MILLADA

AND

SMT. KESHARBAI JAMNADAS MAJETHIA HINDMU SANATORIUM TRUST in the presence of.....

for NIRAMOAN Les Lapashiya NO

SIGNED AND DELIVERED BY withinnamed Tenant MR. TUSAR S. SHAH in the presence of

Received of and from the withinnamed Tenant the sum of Rs.3,50,000/-(Rupees Three Lakhs Fifty Thousand only) as interest free deposit payable by him to

trust within mentioned Payorder No. 746499 drawn by Indicate Bank, mander, Berully





WE SAY RECEIVED

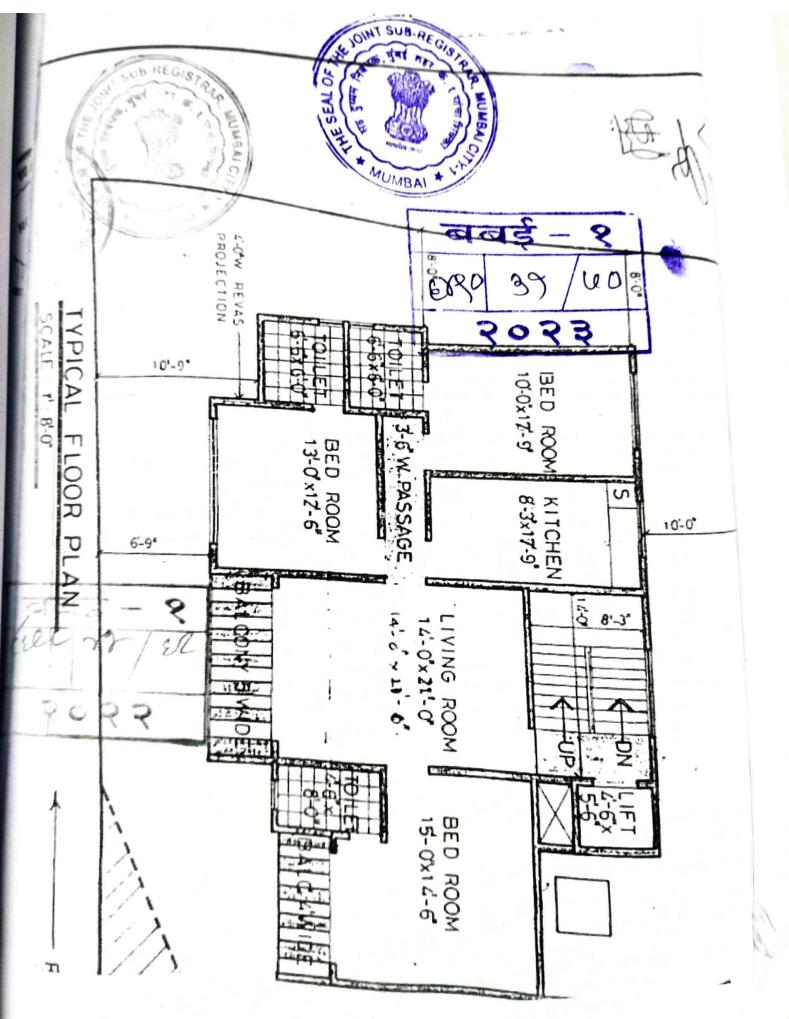
: 9 ;

FOR SHRI RATNESHWAR TEMPLE AND SMT. KESHARBAI JAMNADAS

MAJETHIA HINDU SANATORIUM TRUST. Witnesses:

GREATER BOMBAY

00 b. a Dag TRUSTEES (LANDLORDS)

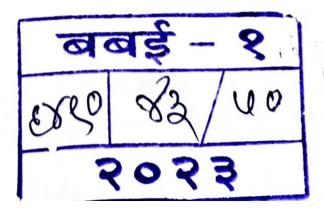


## घोषणापत्र

मी...याद्वारे घोषित करतो कि दुय्यम निबंधक ... उद्भारत क्षेत्र १८८ गु...यांचे कार्यालयात .कि.६.१९८५ त... या शिर्षकाचा दस्त नांदणीसाठी सादर करण्यात आला आहे. श्री राज्यारी .... <u>भूगोलाल</u> जाद.व इ. यानी दि. १५/०४/२०१८ . रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पापित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेला नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तिपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे क्लम्खत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

कुलमुखत्यारपत्रघारकांचे नाव व सही





MIR Form Number NH005370 Date 22/07/2022-13:56:12 Form ID Payer Details BARCODE MH008370888202223E TAX ID / TAN (If Any) Inspector General Of Registration WAR MITT PAN No.(If Applicable) Stamp Duty Registration Fee TUSHAR SHANTILAL SHAH Full Name WANDA BOM1\_MUMBAI CITY 1 SUB REGISTRAR Office Name Flat No.301, Sushant Building. Flat/Block No. 20 MUMBAI Location Premises/Building 2022-2023 One Time Amount In Rs. Year Dr. Bhagwandas Indrajit Road Account Head Details Road/Street 500.00 Bank Mumbai 0030045501 Stamp Duty Area/Locality 100 7 0030063301 Registration Fee Town/City/District MEN. PIN 0 0 Remarks (If Any) hal 31. SecondPartyName=PARTH TUSHAR SHAH~ VCK ₹600.00 Six Hundred Rupees Only Amount In 600.00 Words FOR USE IN RECEIVING BANK Payment Details INDIAN BANK 02608672022072238113 3837994954 Bank CIN Ref. No. Cheque-DD Details Bank Date **RBI** Date Cheque/DD No. 22/07/2022-13:56:58 Not Verified with RBI DO's Name of Bank Bank-Branch INDIAN BANK e of Bar Name of Branch Scroll No., Date Not Verified with Scroll Department ID:
NotE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सद्द चलन केवळ दुय्यम निवंधक कार्यालयात नोदणी करावयाच्या दस्तासाठी लागु आहे. नोदणी न करावयाच्या दस्तासाठी सदर चलन लागु e of Bra 999999999 DIE:- Thi द्ध चलन Challan Defaced Details Reg Sr. No. Defacement No. **Defacement Date** Userld 0002676793202223 **Defacement Amount** 2 22/07/2022-15:05:29 **IGR182** 0002676793202223 100.00 22/07/2022-15:05:29 **IGR182** 500.0 Total Delacement Amount 600.00 00 Page 1/1 SEAL Print Date 22-07-2022 03:05:33

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2022-2023 One Time								
Account Head Details		Flat/Block No	D.	Flat No.301,Sushar	nt Building.			
Onema Duby	Amount In Rs.	Premises/Bu	ilding					
Stamp Duty	Road/Street		Dr. Bhagwandas Indrajit Road					
Registration Fee	100.00	Area/Localit	у	Mumbai				
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		Remarks (If						
		SecondParty	Name=P	ARTH TUSHAR SH	AH~			
					*	10		
		Amount In	Six Hur	ndred Rupees Only				
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	600.00	Words						
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e of Bank		Bank-Branc	h	INDIAN BANK				
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ment ID This challan is valid for document to be बतन केवळ दुरराम निवंधक कार्यालयात ब	registered in Sub Reg	istrar office o	only. Not	valid for unregist	ered docu	iment.	लन लाग	
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TO ALL TO WHOM THESE PRESENTS SHALL COME I, TUSHAR SHANTILAL SHAH ages 57 years, Hindu, adult, Indian Inhabitant, residing at Flat No.301, 3rd Ploor, Sushant Building, Dr. Bhagwandas Indrajit Rd., Nepean Sea Road, Mumbai 400 SEND GREETINGS.

WHEREAS I seized and possessed of or otherwise well and sufficiently entitled to a premises being Flat No. 301, 3rd Floor, Sushant Building, Dr Bhagwandas Indrajit Rd, Nepeansea Rd, Mumbai-400006 adm to 1564 sq ft built up (hereinafter referred to as "the said Property").

AND WHEREAS M/s. Tortue Foods a registered partnership firm, having its registered office at 1/3 Mint Road, 30, Mulji Laxmidas Building, 2<sup>nd</sup> Floor, CST, Fort having Three partners viz. (i) Mr. Tu nar Shantilal Shah and (ii) Mr. Parth Tushar Shah (iii) Mrs. Kalindi Tushar Shah have approached The Cosmos Co-Operative Bank Limited for their business loan/Mortgage Loan and The Cosmos Co-Operative Bank Limited has sanctioned the loan.

AND WHEREAS as per the requirement of The Cosmos Co-Operative Bank Limited, M/s. Tortue Foods is required to create additional charge on the property already mortgaged with the Bank for enhanced limits sanctioned to the firm.

AND WHEREAS since I am travelling out of India for business purpose and therefore we are unable to sign and execute the Deed of "Mortgage to create Additional charge" in favour of The Cosmos Co-Operative Bank Limited for giving the said Property as security to secure the said loan and also I cannot attend the office of the Sub-Registrar of Assurances for Admit Execution of the Deed of Mortgage in favor of the Sub-Registrar of Assurances for Admit Execution of the Deed of Mortgage in my Son Mr. Parth Tushar Shah, adult, Indian Inhabitant, residing at Flat No.301, 3rd 2000 Susham Building, Dr. Bhagwandas Indrajit Rd., Nepean Sea Road, Mumbai 400 execute the Deed of Mortgage and to admit an execution thereof before the office of the Sub-Registrar.

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AND WEHREAS accordingly I hereby executing this Power of Attorney in favour of my Son Mr. Parth Tushar Shah, to do tl : following deeds, things, acts and matters

NOW THEREFORE KNOW AND THESE PRESENTS WITNESSETH that I, Mr. TUSHAR SHANTILAL SHAH, Hindu, adult, Indian Inhabitant, residing at Flat No.301, 3<sup>rd</sup> Floor, Sushant Building, Dr. Bhagwandas Indrajit Rd., Nepean Sea Road, Mumbai 400 006 do, do hereby accord, nominate and appoint my son, MR. PARTH TUSHAR SHAH, Hindu, Indian Inhabitant, having his residence address Flat No.301, 3<sup>rd</sup> Floor, Sushant Building, Dr. Bhagwandas Indrajit Rd., Nepean Sea Road, Mumbai 400 006, as my True and Lawful attorney to do the following things.

To sign and execute the Deed of Mortgage on our behalf in favour of The Cosmos Co-operative Bank Limited in respect of mortgaging the Property being Flat No.301, 3<sup>rd</sup> Floor, Sushant Building, Dr. Bhagwandas Indrajit Rd., Nepean Sea Road, Mumbai 400 006 ("Property") to secure a loan to be availed by M/s. Tortue Foods

before the Sub Registrar of Assurances and on our behalf admit the xecution of the said Deed of Mortgage for Creation of Additional Charge" in were of he Cosmos Co-operative Bank Limited in respect of the said Property a thy said Shares as a collateral security to secure a no no prevailed by M tue Foods and after registration acknowledge for receipt of original 40 Mortgage from the Sub Registrar office;

I hereby ratify and undertake to ratify the execution of the said Deed Mortgage and admission of the execution of the Deed of Mortgage which above said attorney may legally sign in accordance with this Power of Attorney.

Topas alid receipt on our behalf for mortgaging the said Property and the I Shares in Tayour of The Cosmos Co-operative Bank Limited;

To sign and execute all the loan documents including loan agreement, Deed of Guarantee, Affidavit, Ingousine Good, Promissory note, Letter of continuing sanction lever and any other documents where our Security, Lien and signature is required sa mortgagor an El rantor for securing the said loan.

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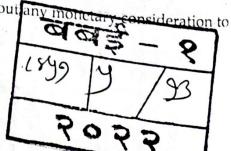
- 6) AND generally, to do all such and other thing which may be necessary and proper to give the said Property as security to The Cosmos Co-operative Bank Limited and register the said Deed of Mortgage.
- 7) To deposit title deeds in favour of the Bank as security for the loan to be availed and to lodge the same for registration by way of Notice of Intimation or to execute and register mortgage deed.
- 8) To make statements on oath and to appear before any authority competent in that behalf and to plead on my behalf in respect of mortgage of the said property.
- 9) To sign any application or letters, of any other document or docu and on our behalf in respect of said loan.
- 10) This Power of Attorney shall not be revoked so long as an payable by us to the Bank
- 11) Nothing herein contained shall prevent the Bank at any time from recovering their dues in such ways and manner as Bank think proper;
- 12) All acts, deeds and things done by us said attorneys shall be construed as acts, deeds and things done by us. And we undertake to ratify and confirm all and whatsoever that our said attorneys shall do or cause to be done our virtue of the power, hereby given.

Power of Attorney Holder is also an horized to request COSMOS CO-OP BANK or agree with COSMOS CO-OP BANK for any change or modification in the loan amount/s, rate/s of interest, period of loan/s alian, time or from time to time.

This Specific Fower of A torney is given without any mon my son-Mr PARTH TUSHAR SHAH.

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IN WITNESS WHEREOF I, TUSHAR SHANTILAL SHAH have executed this power of Attorney on this 22th day of JULY, 2022. SIGNED SEALED AND DELIVERED WITHINNAMED Mr. TUSHAR SHANTILAL SHAH. SIGNED SEALED AND ACCEPTED BY) WITHINNAMED . Mr. PARTH TUSHAR SHAH. in the presence of .. (849) SUB-REGISTR

## RATNESHWAR TEMPLE & SMT. KESARBAI HRI RADAS MAJITHIA, HINDU & SMT. KESARBAI ANA Guilding, Ground Floor, Bhagwandas Indrain D. SANOTORIUM TRUST HANDU SANOTORIUM TRUST Building, Ground Floor, Bhagwandas Indrajit Road, Off Narayan Dhabolkar Road, Mumbai - 400 006.

CERTIFIED TRUE COPY OF THE RESOLUTION DATED 20.09.2023 RESOLVED THAT

That Mr. Tushar Shantilal Shah, Tenant in respect of Flat no.301,3rd Floor, That in The That in Tenant Highant Building of the agreement for tenance 44 14 200 and interest in the said gumbai-4000 of clause 8 of the agreement for tenancy dt 14.08.1993.

That Mr. Tushar Shantilal Shah, Tenant in respect of Flat no.301,3rd Floor, That Manuella Snah, Tenant in respect of Flat no.301,3rd Floor, Sudhant Building,208, Dr Bhagwandas Indrajit rd, Off Narayan Dhabolkar Rd, Walkeshwar, Sudhant Bundon belonging to te Trust shallbe creating a mortgage of his flat.

That the Trust hereby gives No objection for creationg mortgage in respect of Flat 3) 301,3rd Floor, Sudhant Building,208, Dr Bhagwandas Indrajit rd, Off Narayan Dhabolkar gd, Walkeshwar, Mumbai-400006 in favor of THE COSMOS CO-OP BANK LTD for M/s. Rd, was Foods for Packing Credit (New) Rs.80.00 Lacs

That the trust confirms, THE COSMOS CO-OP BANK LTD, in the event of failure of M/s Tortue Foods in repayment/Monthly Interest Servicing of packing Credit of Rs.80.00 Lacs, the said bank shall be entitled to sell the said flat .

- Trust also confirms that the said property is Mortgaged only with The Cosmos Coop Bank Ltd. For various credit facilities availed by M/s Tortue Foods.
- That the Trust agrees and confirms to execute all necessary documents, affidavits and undertakings effecting sale of the said flat to any 3rd party
- Further resolved that Mr. Tanmay Sitaram Madhavi will be present before sub registerer office, & execute the mortgage deed on behalf of the trust as consenting party for the mortgage of M/s Tortue Foods.

#### TORTUE FOODS

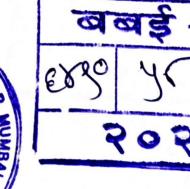
For SHRI RATNESHWAR TEMPLE & SMT KJMHS TRUST

TRUSTEE

Certified True Copy

Chairman/Trustee

<sup>Mr Tan</sup>may Sitaram **M**a





/2022

7/2022

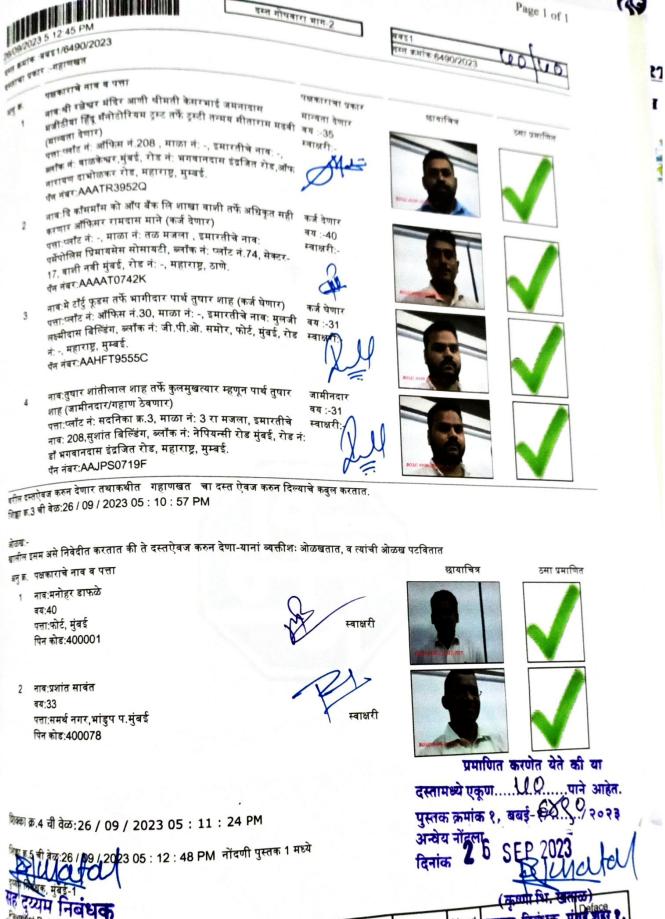
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द्धसासक शितबंधक, मुंबई शहर १ **Amount** At GRN/Licence 26/09/2023 Verification ne/∀endor 0004527605202324 SD 24500.00 H008466281202324P TORTUE 26/09/2023 0923269818873D FOODS eChallan RF 1400 26/09/2023 269818873 0004527605202324 DHC RF 15000 3466281202324P TORTUE 6490 /2023 FOODS eChallan

Stamp Duty] [RF:Registration Fee] [Document and ling Charges]

properties under the provisions of Secularization & Reconstruction of Financial properties and Enforcement of Security Interest Act, 2002 in the event of default on the part of the Borrower Firm/ Mortgagors.

14. In the event of any portion of this Indenture being void or becoming void in that event the only such portion of the Indenture will be unenforceable & the rest of the Indenture shall be always enforceable.

15. The possession of mortgaged property shall always remain with tunless & until the event of default occurs.

## SCHEDULE I OF THE PROEPRTY REFERRED HEREINABOVE

All That Piece or Parcel of Flat No. 301 Area Admeasuring About 1564 sq. ft. (145.35 sq. mtrs.) Built Up Situated On 3rd Floor In The Building 'Sushant Building', Situated At Cadastral Survey No. 208, Bhagwandas Indrajit Road, Off. Narayan Dhabolkar Road, Walkeshwar, Mumbai- 400 006 Within The Limits Of Registration District & Sub-District Of Mumbai City & Under The Jurisdiction Of Brihanmumbai Municipal Corporation (Bmc) Owned By Shri Ratneshwar Temple And Smt. Kesarbai Jamnadas Majithia Hindu Sanatorium Trust And Given To Mr. Tushar Shantilal Shah on Tenancy Basis.

# SCHEDULE II OF THE HYPOTHECATED CURRENT ASSETS INCLUDING STOCK, BOOK DEBTS, ETC. HYPOTHECATED UNDER THIS DEED

The List of Hypothecated Current Assets Including Stock, Book Debts, Etc. Is Given In The Annexture "A' Attached Herewith.

IN WITENESS WHEREOF THE PARTIES HEREIN HAVE PUT THE RESPECTIVE SEAL HEREUNDER ON THE DAY AND DATE AND YEAR FIRST MENTIONED

HEREINABOVE.

FORTUE FOODS

POA Holder

वार्ड - १ ६४९० १६/५० २०२३



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बुटयम निवंधक : बु.नि.सुंबई शहर 1

वस्त क्रमांक : 2952/2023

नोयंणी

Regn:63m

गावाचे नाव: मलदार

(1)विलेखाचा प्रकार

गहाणखत

2500000

(३) बाजारभाव(भाडेपटटयाच्या ्य <sub>इावतिह्</sub>षट्टाकार आकारणी देतो की पटटेदार

हे वपुर करावे)

(4) इ-मापन,पोटहिस्सा व घरक्रमांक

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: सदनिका क्र.301,3 रा मजला,क्षेत्र-1564 चौ.फुट बिल्टअप,सुशांत बिल्डिंग,208,मगवानदास इंद्रजित रोड,ऑफ नारायण दामोळकर रोड,वाळकेश्वर,मुंबई.400006.कर्ज रक्कम रु.25,00,000/-( ( C.T.S. Number : 208 ; ) )

(5) हेबफळ

1) 145.35 ची.मीटर

(६) जकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) इन्तऐवज करुन देणा-या/लिहून ठेवणा-या इन्हराचे नाव किंवा दिवाणी न्यायालयाचा हुदूमनामा किंवा आदेश असल्यास,प्रतिवादिचे

1): नाव:-मे टॉर्डु फूडस तर्फे मागीदार पार्य तुषार शाह (कर्ज घेणार) वय:-30; पत्ता:-प्लॉट नं: 1/3 , माळा नं: 2 रा मजला , इमारतीचे नाव: 30 मुलजी लक्ष्मीदास बिल्डिंग, ब्लॉक नं: सी.एस.टी., फोर्ट, मुंबई, रोड नं: मिंट रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAHFT9555C

2): नाव:-तुषार शांतीलाल शाह तर्फे कुलमुखत्यार म्हणून पार्थ तुषार शाह (जामीनदार) वय:-30; पत्ता:-प्लॉट नं: सदनिका क्र.3, माळा नं: 3 रा मजला, इमारतीचे नाव: 208,सुशांत बिल्डिंग, ब्लॉक नं: नेपियन्सी रोड मुंबई, रोड नं डॉ भगवानदास इंद्रजित रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400006 पॅन नं:-AAJPS0719F

3): नाव:-श्री रत्नेश्वर मंदिर आणी श्रीमती केसरभाई जमनादास मजीठीया हिंदू सँनोटोरियम ट्रस्ट तर्फे ट्रस्टी मनिष शाह (मान्यता देणार) वय:-51; पत्ता:-प्लॉट नं: ऑफिस नं.208 , माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: वाळकेश्वर,मुंबई, रोड नं: मगवानदास इंद्रजित रोड,ऑफ नारायण दामोळकर रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400006 पॅन नं:-AAATR3952Q

(8)इस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा ब्राटेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-दि कॉसमॉस को ऑप बैंक लि शाखा वाशी तर्फे अधिकृत सही करणार असी.मॅनेजर रेश्मा कुलकर्णी (कर्ज देणार) वय:-41; पत्ता;-प्लॉट नं: -, माळा नं: तळ मजला , इमारतीचे नाव: पर्सेपोलिस प्रिमायसेस सोसायटी, ब्लॉक नं: प्लॉट नं.74, सेक्टर-17, वाशी नवी मुंबई, रोड नं: -, महाराष्ट्र, ठाणे. पिन कोड:-400705 पैन नं:-AAAAT0742K

(9) इस्तऐवज करुन दिल्याचा दिनांक

26/04/2023

(10)दस्त नोंदणी केल्याचा दिनांक

26/04/2023

(11) अनुक्रमांक, खंड व पृष्ठ

2952/2023

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

8000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

12500

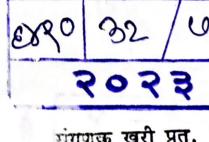
(14)शेरा

मुल्यांकनासाठी विचारात चेतलेला तपशील:∹ः मुल्यांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील द्स्तप्रकारनुसार

आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला बनुष्केद :- :

Any other case



संगणक खरी प्रत,

## SCHEDULE "A"

## [List of Title Documents]

- Original Agreement dated 14/08/1993 between Shri Ratneshwar Temple and Smt Kesharbai Jamnadas Maithia Hindu santorium trust and Mr. Tushar Shantilal Shah registration receipt and Index II)
- Original Possession letter dated 27/08/1997
- Original NOC to mortgage dated 20.03.2019 issued by Shri Ratneshwar Temple & Smt. Kesharbai Majithia Hindu Sanitorium trust.
- 4. Certified Copy of approved plan
- 5. Original Affidavit of non-encumbrance dated 25.01.2019.

## SCHEDULE "B"

## DESCRIPTION OF THE IMMOVABLE PROPERTY

All that piece and Parcel of Flat no-301 adm. 1564 sq. ft. i.e. 145.35 sq. mtrs. Built up on the 3<sup>rd</sup> floor of the building known as "Sushant Building" S/at C. S. No. 208, s/at Bhagwandas Indrajit Road, Off Narayan Dabholkar Road, Walkeshwar, Mumbai-400066 within Registration Districts and Sub District of Mumbai City & MSD and within local limits of Greater Mumbai Municipal Corporation.

Date: 04 /03 / 2021

Place: Mumbay

Mrs. Deepali Kaujalgikar Manager

Officer

Ms. Bhavna Raut Assistant Manager 3763

## SHRI RATNESHWAR TEMPLE & SMT. KESARBAI JAMNADAS MAJITHIA, HINDU SANOTORIUM TRUST

208, BHAGWANDAS INDRAJIT ROAD, WALKESHWAR, MUMBAI-400 006.

Date: - 20.03. 2019

To, The Manager, The Cosmos Co-op Bank Ltd, Vashi Branch,

Sub: NOC to mortgage

We confirm that Mr. TUSHAR SHAH is the member of our Trust & he is owner of FLAT No: 301, Sushant, 208, Dr Bhagwandas Inderjit Rd, Off N D Rd, Mumbai-400006. He has applied for some loan facilities to The Cosmos Co-Op. Bank Ltd., Vashi Branch and has agreed to keep his above mentioned property as security for the same. We are giving our No Objection to mortgage the said property in favour of The Cosmos Co-Op. Bank Ltd.

We further state as follows:

a) We have obtained necessary permission/ approvals/ sanctions for construction of the said building from the concerned competent authority.

b) The construction of building and of the flat is carried out in accordance with the

approved plans.

c) We have NO OBJECTION to Mr. TUSHAR SHAH mortgaging the said flat to The Cosmos Co-op Bank Ltd, Pune, Vashi Branch as security for a loan applied by him.

I/We further confirm that the Flat which is the subject matter of the letter is free from any encumbrance and the title of the land is clear and marketable.

We agree to accept The Cosmos Co-op Bank Ltd, Pune as nominee of FLAT No: 301, Sushant, 208, Dr Bhagwandas Inderjit Rd, Off N D Rd, Mumbai-400006 and once the nomination favoring the bank has been registered and advice sent to the Bank of having done so, we note not to change the same without the written consent of the Bank.

The society hereby undertakes to create and confirm the lien on the said flat in the name of THE COSMOS CO-OPERATIVE BANK LTD., PUNE; VASHI BRANCH in the society records as and when the bank will inform the society.

The society also understands that the lien on the said flat will not be cancelled without written permission of the bank.

Thanking You,

Yours Faithfully,

For Rat. Temple & K.J.M.H.S Trust