



Inspired by Sea. Built in Concrete

Thakur Village, Kandivali (East)

AGREEMENT FOR SALE

KRISHNA
WING - C

AGREEMENT

ARTICLES OF AGREEMENT made at Mumbai this

26TH day of Feb 2001 between Sheth Developers Limited a company registered under the Companies Act, 1956 and having its registered office at 11, Vora Palace, M. G. Road, Kandivall (W), Mumbai 400 067 hereinafter referred to as "SHETH" (which expression unless it be repugnant to the ordinary meaning thereof shall mean and include its successors and assigns) the ONE PART AND THAKUR BROS AGRICULTURAL FARM, a registered partnership firm, having its office at Thakur House, Ashok Nagar, Kandivall Mumbai - 400 101 hereinafter referred to as "THAKUR" (which expression unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners of the said firm, the survivor/s of them, or their representatives, executors, executors and administrators) of the SECOND PART

AND
MR. PANDURANG UTTAM PAKHARA
MRS. SUNITA PANDURANG PAKHARA

GENERAL STAMP OFFICE
 TOWN HALL, (GOVT)
 MUMBAI 400 028
 MAH/GO/008
 281982
 0032000
 22.200
 00036
 MAHARASHTRA
 SPECIAL ADHESIVE
 12254530581

Rs 3200/- Rs Twisting Jan
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_____ of Mumbai INDIA hereinafter referred to as the "PURCHASER" of Mumbai INDIA hereinafter referred to as the "Purchaser" (which expression unless it be repugnant to the context of meaning thereof shall mean and include its /theirs heirs, legal representatives, executors and administrators) of the OTHER PART.

1. One Byramjee Jeejeebhoy Pvt. Ltd. a company incorporated under the Indian Companies Act VII of 1939, (doomed to have been registered under the Companies Act, 1956, hereinafter referred to as " B.J.P.L.") were seized and possessed of and sufficiently entitled interalia to all those several pieces and parcel of land or ground containing by admeasurement 370 Acres, 22 Guntas or 17,97,553 Square Yards equivalent to 14,99,590 Square Meters or thereabouts situated at Village Poisar, Kandivali, Taluka , Borivali, Greater Bombay bearing Survey Nos./Hissa Nos. 22/31, 24/1(PT), 25/1(PT), 26/2, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42A(PT), 47, 48, 49, 50, 51, 52, 53, 54, 57.

2. By and under an Agreement dated 29/6/1982, the said B.J.P.L. granted development rights on "AS IS WHERE IS BASIS ", to Bombay Real Estate Development Company Pvt. Ltd., a company incorporated and registered under the Companies Act, 1956 hereinafter referred to as "BREDCO" , on the terms and conditions as contained in the said agreement.

3. Thakur Bros. Agricultural Farm a registered Partnership Firm the party of the one part hereinafter referred to as "THAKUR" claimed to be entitled to 180 Acres of land out of the land of 370 Acres of which the development rights in respect thereof was acquired by the said BREDCO, as hereinabove described.

4. By and under Memorandum of Understanding dated 6th October, 1986 read with supplementary Memorandum of Understanding dated 29th January, 1992, BREDCO agreed to make available to Thakur as and by way of settlement and free of cost, the use of 40 percent of the permissible F.S.I. in respect of the said 180 Acres of land for its utilization on the land

5. Subsequently, by virtue of consent terms dated 21st December, 1988 in Company Petition No.868 /1988 in the High Court, Bombay the said 370 Acres of land belonging to B.J.P.L. stood absolutely vested in M/s. Nanabhoy Jeejeebhoy Pvt.Ltd.

6. The said N.J.P.L., confirming the Agreement dated 29th June, 1982 entered into by and between B.J.P.L. and BREDCO, executed Irrevocable Power of Attorney in favour of BREDCO being Power of Attorney dated 28th February, 1989.

7. Prior to the execution of the consent terms as referred to hereinabove, the said B.J.P.L. had executed an Agreement for Sale of 370 Acres of

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land with one Nissim Samuel, as the Sole Proprietor of M/s. Ajanta Traders. The said B.J.P.L. terminated the said agreement executed with Nissim Samuel as the said Nissim Samuel failed and neglected to carry out and perform his obligations under the Agreement for Sale. The said Nissim Samuel challenged the termination by filing a suit in the Bombay High Court being Suit No.1004/1981. The said suit was settled by and between the parties, resulting in the said Nissim Samuel withdrawing the said suit.

8. By and under an arrangement between BREDCO and Thakur, the said Thakur became entitled to, a portion of the land out of the said 180 Acres of land, which 180 Acres of land the said Thakur claimed to be in adverse possession thereof. The said portion of land to which the said Thakur became entitled to pursuant to the arrangement with BREDCO under Memorandum of Understanding dated 6th October, 1986 read with supplementary Memorandum of Understanding dated 29th January, 1992 is marked by Red Colour Boundary Line to the Plan annexed to the above referred MOU dated 6.10.1986. As referred to heretofore, Thakur became entitled to utilize 40% of the permissible FSI (in respect of the said 180 acres of land,) on the said property, hereinafter referred to as "The Larger Property"
9. Portion of the said land admeasuring 180 Acres, contained 146 unauthorised structures which were in existence prior to 1982. Some of these unauthorised structures were also situated on the portion of the land
10. The Government of Maharashtra by gazette Notification dated 21st October, 1992 made under Section 4 of the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 declared and notified some of the portions of the land, forming part of the land admeasuring 180 Acres, as "Slum".
11. In the meanwhile, with the consent of N.J.P.L. two of the occupiers of the unauthorised structures i.e Rajkumar S. Singh and Joginder K. Singh, (Hereinafter referred to as "the Promoters"). Promoted a Co-operative Housing Society of the said 146 Hutment Dwellers known as Kelipada Co-operative Housing Society (Proposed) hereinafter referred to as "Kelipada Society".
12. The Competent Authority, Borivali and the Deputy Collector, (Encroachment) by an Order No.DC/ENC/BOI/WS/11/597 dated 17th November, 1992 authorised and permitted the said Kelipada Society, to redevelop that portion of the land, of 180 Acres which portion was

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13. The Competent Authority, Borivali and the Deputy Collector (Encroachment) confirmed vide its letter No. DC/ENC/BOR/WS-II/308/95 dated 25.8.95 that it has no objection, that the 146 Hutment Dwellers who were scattered over portion of 180 Acres, of land referred to heretofore, being accommodated in one portion of the land admeasuring 180 Acres, the said portion not being part of the larger property. In view of the provision being made for re-accommodation of the said Hutment Dwellers as provided by the said order of the Collector (Encroachment), there is now no impediment under the Provisions of Maharashtra Slum Area (Improvement, Clearance and Re-development) Act, 1971 and the buildings being constructed on the land mentioned in the First and Second Schedule hereunder written are capable of free sale and without any restriction.
14. By diverse orders issued by the Additional Collector and Competent Authority, U.L.C., Greater Bombay, the property mentioned in the first and second schedule hereunder written is available for development on the terms and conditions as referred in the said diverse orders.
15. Portion of the said larger property is earmarked to develop/construct buildings there upon consuming 7.5 lac sq.foot of F.S.I. A layout of the said portion has been got sanctioned from the Mumbai Municipal Corporation.
16. Eight buildings are proposed to be constructed on the layout as per plan annexed to this agreement. The portion of the larger property on which the buildings Krishna, Kaveri, Yamuna, Ganga Narmada & Saraswati are proposed to be constructed is more particularly mentioned in the second schedule hereunder written. The portion of the larger property on which the buildings Raakhee & Jashan are proposed to be is more particularly mentioned in the first schedule hereunder written.
17. About 6,10,000 sq.ft. of F.S.I generated out of the property mentioned in the second schedule hereunder written including FSI generated out of the portion of the larger property reserved for D.P. Road and other reservations as earmarked on the sanctioned layout plan of the larger property is intended to be consumed in the six buildings viz; Krishna, Kaveri,

Yamuna, Ganga Narmada & Saraswati proposed to be constructed on the property mentioned in the second schedule hereunder written. Similarly, 1,40,000 sq.ft. F.S.I. generated out of the portion of the larger property is intended to be consumed in the buildings namely Rakhee and Jashan proposed to be constructed on the property mentioned in the first schedule hereunder written

18. The Mumbai Municipal Corporation have duly sanctioned the layout on which the buildings mentioned hereinbefore are proposed to be constructed. The layout plan on which the six buildings viz; Krishna, Kaveri, Yamuna, Ganga Narmada & Saraswati are proposed to be constructed are duly sanctioned by the B.M.C. vide order bearing no. CHE/1794/LOR dated 9.3.2000. The layout plan on which the building Rakhee & Jashan are proposed to be constructed are duly sanctioned vide order bearing no. CHE/1645/LOR dated 2.9.97
19. By and under an agreement dated 10.2.2000 executed by and between Thakur and the party of the One part, hereinafter referred to as "Sheth", Thakur and Sheth have agreed to jointly develop the portion of the larger property more particularly mentioned in the first and second schedule hereunder written, by constructing the aforesaid eight buildings, as referred to hereinbefore, under the arrangement and on the terms and conditions as contained in the said agreement dated 10.2.2000. The portions of the larger property as referred to in the first and second schedule hereunder written are hereinafter collectively referred to as "the smaller property".
20. The Bombay Municipal Corporation have sanctioned the layout plans of the Building Krishna bearing No. _____ dated _____. The B.M.C. have also issued IOD for the said building bearing No. _____ dated _____.
21. Thakur & Sheth are accordingly entitled to sell on Ownership basis flats/shops/parking spaces/terraces in the buildings to be constructed by Thakur & Sheth on the smaller property
22. Thakur & Sheth intend to sell on Ownership basis flats/shops/parking spaces/terraces and other premises in the said buildings to be constructed by Thakur & Sheth on the smaller property.

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23. The Purchaser has seen the sketch plan, layout plan of the smaller property, and also the building plans in respect of the building Krishna to be constructed by Thakur & Sheth on the smaller property.
24. On the request of the Purchaser, Thakur & Sheth have agreed to allot to the Purchaser on Ownership basis flats/shops/parking spaces/terraces No. 302 on the 3RD Floor of the C5 of the Building known as Krishna, hereinafter referred to as "the said premises". The building "Krishna" in which the said premises is situated is hereinafter referred to as "the said building".
25. The Purchaser has demanded from Thakur & Sheth who have given inspection to the Purchaser of all the documents of title relating to the smaller property, the plans, design and specification prepared by Thakur & Sheth's Architects and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules framed thereunder.
26. Copies of the Title Certificate issued by an Advocate of Thakur & Sheth, Copies of Revenue Record in respect of the said smaller property and copies of the plans and specification in respect of the said premises and the said Building known as Krishna are hereto annexed and marked Annexure - " " , " " , & " " respectively.
27. Thakur & Sheth are entering into separate Agreements with several other persons and parties for sale of flats/shops/car parking space/terraces and other premises in the said building.



NOW IT IS HEREBY DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS -

1. Thakur & Sheth will construct on the said Smaller Property B Buildings with 2/3/4/5 Wings as per the building plans sanctioned by the B M C (hereinafter referred to as the said Buildings). The buildings to be constructed on the said Smaller Property shall be developed and constructed by Thakur & Sheth in a phased manner as hereinafter set out.
2. Thakur & Sheth have informed the Purchaser and the Purchaser is aware that Thakur & Sheth propose to develop the said Smaller Property by carrying out construction thereupon of the said Buildings in accordance with the building plans and layout plans duly approved by the



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S.P. Pakhare Concerned Authorities in respect thereof. The Development work would be carried out by Thakur & Sheth, in a phased manner to be determined by Thakur & Sheth in their absolute discretion from time to time. Pursuant to that, Thakur & Sheth have commenced construction of the said Buildings. Thakur & Sheth may as required by the Concerned Authorities and/or in their absolute discretion from time to time vary, amend and/or alter, the layout plan of the said Smaller Property or the Building Plans in respect of one or more such Buildings. As part of such variation amendment and/or alteration in the layout and/or in the Building plans, Thakur & Sheth may also construct additional Building and/or additional construction by way of extension of one or more wings or floors to the proposed said Buildings to be constructed on the said Smaller Property. The Purchaser hereby irrevocably agrees and has given his/her/its express consent to Thakur & Sheth carrying out variations to the layout plan/building plans in respect of the said Smaller Property and the said building for constructing independent additional structures of one or more Buildings to be constructed (even if not envisaged at present) in on the said Smaller Property as aforesaid. It is however, agreed by Thakur & Sheth that Thakur & Sheth shall obtain prior consent in writing of the Purchaser in respect of any variation or modification in the Building Plans which may adversely affect the premises agreed to be Purchased by the Purchaser as hereinafter stated. The Purchaser hereby also gives his irrevocable consent to Thakur & Sheth developing the said Smaller Property in such phased manner as Thakur & Sheth may determine even after Thakur & Sheth shall have given to the Purchaser possession of the premises hereby agreed to be sold to the Purchaser. Thakur & Sheth shall accordingly be entitled to develop the said Smaller Property in a phased manner to be determined from time to time by them including by making changes from time to time in the layout plan and/or building plans in respect of the said Smaller Property and/or the said Buildings to be constructed as aforesaid. The Purchaser hereby agrees to give all the facilities and assistance, Thakur & Sheth may require from time to time after Thakur & Sheth deliver the possession of the said premises to be sold to the Purchaser but at the costs and expenses of Thakur & Sheth so as to enable Thakur & Sheth to complete the development of the said Smaller Property in the manner that may be determined by Thakur & Sheth.



S.P. Pakhare The said Buildings shall be constructed by Thakur & Sheth in accordance with the Building Plans prepared by their Architects
 _____ consultant and sanctioned

S.P. Pakhare by the Concerned Authorities as aforesaid with such modifications thereto as Thakur & Sheth may incorporate therein as aforesaid. The premises in the said Buildings shall contain amenities as per the particulars given in the third Schedule hereunder written.

4. The sanctioned Building Plans from the Concerned Authorities in respect of the said Buildings will remain open for inspection on all working days during office hours at the building site and also at the office of Thakur & Sheth at 11, Vora Palace, M.G. Road, Kandivall (West), Bombay 400 067.
5. The Purchaser has prior to the execution of this Agreement has satisfied himself/herself/itself about the title of the Thakur & Sheth in regard to the said pieces of land comprising in the said Smaller Property as described in the Second & Third Schedule hereunder written. The Purchasers shall not be entitled to further investigate the title of the Thakur & Sheth nor any requisition or objection shall be raised in any manner relating thereto. A copy of the certificate of title given by Advocate, of Thakur & Sheth is hereto annexed and marked Annexure "A".

S.P. Pakhare 6. Thakur & Sheth shall sell to the Purchaser and the Purchaser shall purchase from Thakur & Sheth Flat/Shop/Car Parking Space/Terrace No 302 on the 3RD Floor of the Building known as Kaishna in G Wing being constructed by Thakur & Sheth on the said Smaller Property (herein referred to as "the said Premises"). The plan in respect of the said premises is hereto annexed and marked Annexure "D".

S.P. Pakhare 7. The built up area of the said premises is 515 sq.ft inclusive of the enclosed balcony. Common areas and facilities for the said Building i.e. relative common areas and facilities for the said premises, percentage of undivided interest of the said premises in the common areas and facilities of the said Building as also the percentage of undivided interest of the said Premises in the restricted common areas and other facilities provided on the floor on which the same are located are as per the particulars whereof are given in Annexure hereto annexed and marked ANNEXURE "E". The aforesaid percentages are tentative and liable to be increased or decreased in the event of there being any changes in the layout and/or building plans.

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premises. The Purchase price is inclusive of the proportionate price of common areas and facilities of the said building. The said purchase price shall be paid by the Purchaser to Thakur & Sheth in accordance with the installments as under :

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- a) Rs. 42000/- /- paid as earnest money .
- b) Rs. 84000/- /- on or before the execution of this Agreement.
- c) Rs. 101000/- /- on or before completion of plinth work.
- d) Rs. 42000/- /- on or before 1st slab
- e) Rs. 42000/- /- on or before 2nd slab
- f) Rs. 42000/- /- on or before 3rd slab
- g) Rs. 42000/- /- on or before 4th slab
- h) Rs. 42000/- /- on or before 5th slab
- S. P. Pakhare i) Rs. 42000/- /- on or before 6th slab
- j) Rs. 42000/- /- on or before 7th slab
- k) Rs. 42000/- /- on or before Top slab
- l) Rs. 60000/- /- on or before masonry
- m) Rs. 60000/- /- on or before plaster
- n) Rs. 60000/- /- on or before Flooring
- o) Rs. 60000/- /- on or before Sanitation
- p) Rs. 42115/- /- on or before Full Final

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It is specifically agreed that the apportionment of the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said Premises in the common areas and facilities increase or decrease; the intent of the parties being that the said premises are sold to and purchased by the Purchaser with all the appurtenant rights for the lumpsum cost.

9. Thakur & Sheth shall intimate to the Purchaser demanding payment of the installment of the purchase price to be payable by the Purchaser within the period mentioned in such intimation, which intimation shall be sent to the purchaser by the Developer when the same falls due as per clause 8 above. It is expressly agreed by the Purchaser that, the time for the payment of each of the aforesaid installments of the purchase price, as stated in the intimation to be sent to the purchaser, as mentioned hereinabove, and in respect of all amounts payable under this presents, by the purchaser to Thakur & Sheth, shall be the essence of the contract. In the event of the purchaser making any default in payment of the installments of the purchase price within the period mentioned in the intimation, this Agreement shall stand terminated by giving Seven days notice of such termination to the Purchaser. On such termination all the monies paid by the Purchaser till the time of such termination shall be refunded to the Purchaser by Thakur & Sheth, without any interest. On the termination as aforesaid the earnest money paid by the Purchaser to Thakur & Sheth shall stand forfeited. It is further provided that in the event of the default by the Flat purchaser of any of the instalments of the Purchase price, Thakur & Sheth in lieu of the termination give an option to the purchaser permitting him/her to sell the said premises to third party and recover amounts paid by the purchaser under this Agreement from such third party. Such Third Party shall be bound by the terms of this agreement or separate agreement if required to be executed with such third party by Thakur & Sheth. Such option shall be exercised by the Purchaser within 15 days of the letter being addressed by Thakur & Sheth to such Purchaser, failing which Thakur & Sheth shall thereupon terminate this agreement. It is specifically agreed, accepted and confirmed by the Purchaser that if at the time of such termination (due to default by the Purchaser) the market value of the said premises prevailing at the time of such termination falls below the value of the said premises as stipulated in this agreement, the Purchaser shall be liable to bear the losses accruing to Thakur & Sheth as a result of the cancellation/ termination of this Agreement. In quantifying/computing the losses, Sheth & Thakur shall also compute the interest the Purchaser is liable to pay from the date of default of the instalments till such termination, as per the terms of this Agreement. The refund of the monies payable by Thakur & Sheth after deductions as mentioned hereinabove shall be paid by Thakur & Sheth to the Purchaser within ninety days after the termination of this Agreement in the manner stated above and Thakur & Sheth will be entitled immediately on the termination of this Agreement to sell and/or dispose of the said premises in favour of any

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 said premises. It is agreed by and between the parties that such conferment shall take place on execution of the Conveyance in favour of a Co-operative Society as hereinafter mentioned.

19. It is expressly agreed that right of the Purchaser under this Agreement is only restricted to the Premises agreed to be acquired by the Purchasers and all the other premises in the said building and portion or portions of the said Smaller Property including the layout roads, garden etc. shall be the sole property of Thakur & Sheth and Thakur & Sheth shall be entitled to develop the same in the manner Thakur & Sheth deem fit without any reference, recourse, consent or concurrence from the Purchasers in any manner whatsoever.
20. It is expressly agreed that it will be the sole option of Thakur & Sheth to convey or demise such land appurtenant and such portion internal road area with common or exclusive right to use as Thakur & Sheth may desire to any Society, Limited Company or Condominium of Apartments as the case may be and neither the Purchaser herein nor the Body of prospective purchasers shall dispute, object or oppose the decision of Thakur & Sheth in that behalf.
21. The Purchaser shall not use the said premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said Building or for any illegal or immoral purpose.
22. The Purchaser shall have no claim save and except in respect of the premises agreed to be sold to him/her/them. All open spaces, lobbies, terrace and other premises and spaces will remain the property of Thakur & Sheth until the said Building are transferred to the proposed Co-operative Society as hereinafter mentioned, subject however to the rights of the Thakur & Sheth herein stated.
23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said lands and buildings or any part thereof in favour of the Purchaser and/or other purchaser of flats in the said buildings or other building or buildings. The Purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him and the entire Smaller Property including all open spaces, parking spaces, still portions, lobbies, staircases, recreation spaces, walls, compound walls,



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lifts, terraces including the right over walls hoarding rights etc. will remain the property of Thakur & Sheth, who shall be entitled to sell, transfer deal with or dispose of the same in any manner Thakur & Sheth deems fit until the entire Smaller Property or part thereof including the building is transferred to the Society as herein mentioned.

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24. The Purchasers hereby also expressly agree and covenant with Thakur & Sheth that in the event of all the Wings of the said Buildings being not ready for occupation simultaneously and in the event of Thakur & Sheth offering licence to enter upon the said premises to the Purchasers or handing over possession of the said premises simultaneously on the execution of Conveyance in respect of the said Smaller Property or part thereof earlier than completing all the Wings and all the buildings on the said Smaller Property, then and in that event the Purchasers shall have no objection to Thakur & Sheth completing the construction of the balance wings or buildings on the said Smaller Property without any interference or objection by the Purchasers. The Purchasers further confirm that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or part or parts thereof by Thakur & Sheth or their assigns on the ground of nuisance, annoyance or any other ground or reason whatsoever and Thakur & Sheth shall be entitled either to construct by themselves or through any nominees to construct and complete the said wing or wings or building or buildings on the said Smaller Property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser.



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25. It is hereby expressly agreed that Thakur & Sheth shall be entitled to sell the premises in the said Building for the purpose of using the same as guest house, dispensaries, nursing homes, maternity homes, or commercial user, shops, consulting rooms, banks, community hall, stalls, or any non-residential use as may be permitted by the Concerned Authorities and/or any other use that may be permitted by the said Authorities and the said Purchaser shall be entitled to use the said premises agreed to be purchased by him/her/they accordingly and similarly the Purchaser shall not object to the use of the other premises in the said building for the aforesaid purposes by the respective purchasers thereof. It is also understood and agreed by and between the parties hereto that the terrace space in front of and/or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective Purchaser of such terrace flat and such terrace

spaces are intended for the exclusive use of the respective terrace flat purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and Thakur & Sheth and/or the society or as the case may be.

26. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said Building shall always belong to Thakur & Sheth and they shall be entitled to deal with and dispose of the same in such manner as it may deem fit. In the event of Thakur & Sheth obtaining permission from the Concerned Authorities for constructing any type of premises on the terrace then Thakur & Sheth shall be entitled to dispose of such premises proposed to be constructed by them on the terrace together with the terrace to such persons at such rate and on such terms as Thakur & Sheth may deem fit. Thakur & Sheth shall be entitled in that event to allow use of such on the terrace to the Purchaser of such premises proposed or constructed on the terrace and the terrace shall then be in exclusive possession (as owner) of the Purchaser of such premises proposed or constructed on the terrace. In the event of Thakur & Sheth constructing more than one premises on the terrace, Thakur & Sheth will be entitled to dispose of the concerned premises together with the portions of the terrace proportionate to and/or appurtenant thereto. The society that may be formed by the Purchaser of such premises as stated hereinafter shall admit as its members the Purchaser of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tank being constructed or any other common facility being provided on the terrace then the Society shall be entitled to depute its representative to go to the terrace for the regular check up and up keep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the Purchaser of such premises on the terrace and the Society.

Until execution of the Conveyance / Lease as herein mentioned Thakur & Sheth shall have full right, if so permitted by the Concerned Authorities to make additions to the said buildings, and such additional storeys shall be the Property of Thakur & Sheth. Thakur & Sheth shall be entitled to dispose of such additional storeys in such manner as they may deem fit. Similarly until the execution of such Conveyance / Lease Thakur & Sheth shall if so permitted by the

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the Conveyance / Lease, the possession of the said Smaller Property and the said Building and premises thereon shall be deemed to be of Thakur & Sheth as the case may be and the Purchaser shall hold the premises agreed to be sold to him/her/them merely as occupants thereof.

59. The Purchaser will lodge this Agreement for Registration with Sub-Registrar of Assurance at Bombay and Thakur & Sheth or their representatives/agents will attend the Sub-Registrar and admit execution thereof after the Purchaser inform them of the number under which it is lodged for registration by the Purchaser.

60. It is expressly agreed that Thakur & Sheth shall be permanently entitled to put hoardings on the said Smaller property or on the Building or Buildings on the said Smaller Property and the said hoardings may be illuminated comprising of neon sign or otherwise and for that purpose Thakur & Sheth are fully authorised to have temporary or permanent construction or erection in installation either on the exterior of the said Building or on the said Smaller Property as the case may be and the Purchasers agree not to object or dispute the same. Thakur & Sheth shall have full and un'ettered access on the said Smaller Property at all times even after the execution of the conveyance as herein set out for the purposes of installing repairing, maintaining and/or replacing the hoardings.

61. All letters, circulars, receipts and/or notices issued by Thakur & Sheth despatched under Registered A.D. to the address known to them of the Purchaser will be a sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge Thakur & Sheth. For this purpose, the Purchaser has given the following address :-

911 Building No 64 2 ND Floor

Samata Nagar Kandivali (E)

Mumbai - 400106

62. The Purchaser shall at the time of making payment of the final installment mentioned in clause B deposit with Thakur & Sheth the following amount.


66. Thakur & Sheth shall be entitled to alter the terms and conditions of the Agreement relating to the unsold premises in the said Building of which the aforesaid premises form part hereafter or even after the said Society is formed and the Purchaser shall have no right to object to the same.


67. The Purchaser himself with intention to bind all persons into whosever hands the said premises may come, doth hereby covenant with Thakur & Sheth as follows :-

(a) To maintain the said premises at Purchaser's costs in good tenable repair condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the Building in which the said premises is situated, including the stair-case or the passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the Building in which the said premises is situated and the said premises itself or any part thereof.

b) Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Building in which the said premises are situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passage or any other structure of the Building in which the said premises are situated, including entrances of the Building in which the said premises are situated and in case of any damage is caused to the Building in which the said premises are situated or the said premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequence of the breach.

c) To carry at his own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by Thakur & Sheth to the Purchaser and shall not do or suffer to be done anything in or to Thakur & Sheth in which the said premises are situated or the said premises which may be forbidden by the rules and regulations and bye laws of the concerned local authority and/or other public authority.


S.P. Pakhare


S.P. Pakhare



~~(11)~~
S.P. Bakhare

d) Not do demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the building in which the said premises are situated nor shall fix M.S. Grills or other such fixtures to any part of the premises which forms part of the facade of the building. The purchaser shall keep the portion, sewers, drawing, pipes in the said premises and appurtenances thereto in good tenable repair and condition, and in particular so as to support shelter and protect the other part of the Building in which the said premises are situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said premises without the prior written permission of Thakur & Sheth and/ or the Co-operative Society. In case on account of any alterations being carried out by the Purchaser in the said premises (whether such alterations are permitted by the Concerned Authorities or not) there shall be any damage to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage of water and damage to the drains) the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damages).

e) Not to demand partition of his/her/their interest in the Building and/or Smaller Property at any time it is being hereby agreed and declared by the Purchaser that his/her/their such interest in the said Premises is impartible.

f) Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said Smaller Property and the Building in which the said premises are situated.

~~(12)~~
S.P. Bakhare

g) Pay to Thakur & Sheth immediately on demand made by Thakur & Sheth his share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to the Building in which the said premises are situated.

h) To bear and pay on demand to Thakur & Sheth any increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the Concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said premises by the Purchaser.



- S.P. Pakhare*
- i) The Purchaser shall not let, sub-let, transfer, assign, or part with the Purchaser's interest or benefit factor of this Agreement or the said premises or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser to Thakur & Sheth under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement and until the Purchaser has obtained permission in writing of Thakur & Sheth for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by Thakur & Sheth.
- j) The Purchaser shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions alterations of amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the Building, rules, regulations and bye-laws for the time being of the Concerned Local Authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k) Till Deed of Conveyance / Lease of Building in which the said premises are stipulated and/or the said Smaller Property is executed or till the Deed of Apartment in respect of the said premises is executed the Purchaser shall permit Thakur & Sheth and his Surveyors and Agents, with or without workman and other, at all reasonable times to enter into and upon the said Smaller Property and Building or any part thereof to view and examine the state and condition thereof.
- l) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including in the Recitals thereof). If the Purchaser neglects, omits or fails to pay for any reasons whatsoever to Thakur & Sheth under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser shall in any other way fail to perform or observe any of covenants and stipulations herein
- S.P. Pakhare*

THE FIRST SCHEDULE ABOVE REFERRED TO:-

All that piece and parcel of land of village Poisar, Taluka Borivall, Bombay Suburban District in the following details :-

P. Pakhare

<u>Survey No.</u>	<u>C.T.S. No.</u>	<u>Area in square metres.</u>
28	819(pt)	349.00
31	818-A(pt)	4663.41
41	824(PT)	14481.50
40	833(PT)	9042.02
51	842(PT)	5022.31
		<hr/> 63558.14 <hr/>



THE SECOND SCHEDULE ABOVE REFERRED TO:-

All those pieces and parcels of land of Village Poisar, Taluka Borivall, Bombay Suburban District within the registration district of Mumbai City and Mumbai Suburban bearing Survey nos., CTS Nos. and admeasuring as follows;

S.P. Pakhare

<u>Survey No.</u>	<u>C.T.S. No.</u>	<u>Area in square metres.</u>
31 (part)	818A-1(part)	18000.00
31 (part)	818C (part)	100.00
28 (part)	819A (part)	12730.20
		<hr/> 31880.20 <hr/>

FOURTH SCHEDULE ABOVE REFERRED TO; -

~~Handwritten signature~~
S. P. Pakhare

1. The expense of maintaining, repairing, redecorating, etc. of the building compound, recreation ground and in particulars the roof gutters and rain water pipes of the buildings, water pipes and electric wires, in under or upon the buildings or enjoyed or used by the Purchaser in common with the other occupiers of their Flats and Garages and the main entrance passages, landing and staircases of the buildings as enjoyed by the Purchaser used by his in common as aforesaid and boundary walls of the buildings compounds, terraces etc.
2. The costs of cleaning and lighting the passages, landings, staircases and other parts of the buildings so enjoyed or used by the Purchaser as aforesaid.
3. The cost of salaries of clerks, bill collectors, sweepers, watchmen, etc.
4. The costs of working and maintenance of water pumps, lifts, water connections, lights and other services.
5. Municipal taxes (Except Assessment Tax).
6. Such other expenses as are necessary or incidental for the maintenance and upkeep of the buildings.



~~Handwritten signature~~
S. P. Pakhare

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands, the day and year first hereinabove written.

SIGNED AND DELIVERED by the
withinnamed Mr. _____)

In the presence of)
1. _____)
2. _____)

SIGNED / SEALED AND DELIVERED by the
withinnamed BUILDERS/DEVELOPERS
SHETH DEVELOPERS LIMITED
through its Director Mr. _____)

For _____ DEVELOPERS LTD.
Mukesh L. Shah (Constituted Attorney)

In the presence of)
1. _____)
2. _____)

SIGNED AND DELIVERED by the
withinnamed OWNERS
THAKUR BROTHERS AGRICULTURAL FARM,
through its partner
Mr. _____)

For MUKESH L. SHAH
A. for Thakur Bros. Agricultural Farm

in the presence of)
1. _____)
2. _____)

SIGNED AND DELIVERED by the
withinnamed "Purchasers"
1. MR. PANDURANG UTTAM PAKHARE)
2. MRS. SUNITA PANDURANG PAKHARE)
3. _____)

S. P. Pakhare

in the presence of)

RECEIPT

RECEIVED on or before the day and year
first hereinabove written of and from
the withinnamed Purchaser

Mr./Mrs./Ms. Pandurang Uttam Pakhare.)

mes. Sunita Pandurang Pakhare.)

the sum of Rs. 51000/-)

(Rupees Fiftyone Thousand
only) being the)

amount withinnamed to have been
paid by him/her/them to us by)

Cash/Cheque No 248919)

Dated 15/02/2001)

Drawn on)
Bank Bank of Indore

S. P. Pakhare

WITNESSES:

- 1.
- 2.

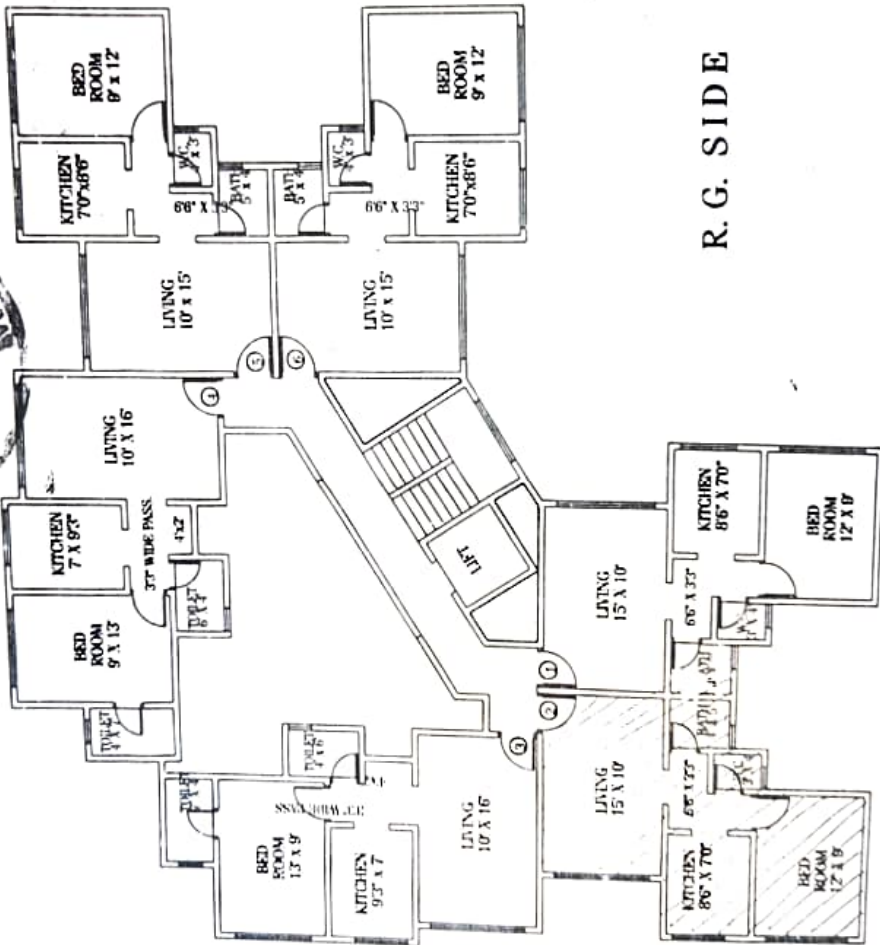
Rs. 51000/-

WE SAY RECEIVED
FOR SHETH DEVELOPERS LIMITED.
& THAKUR BROS. AGRICULTURAL FARM
For SHETH DEVELOPERS LTD.

Mukesh L. Shah (Constituted Attorney)
DIRECTOR / PARTNER



44 FT. WIDE ROAD SIDE



60 FT. WIDE ROAD SIDE

R. G. SIDE

S.P. Lakshmi

TYPICAL FLOOR PLAN

FLAT No.:	302
FLOOR:	3 RD
WING:	G

Form 16 2013 - 2014 Financial Year
2014 - 2015 Financial Year



VASANT SAGGAR KRISHNA KAVERI CO-OP. HOUSING SOCIETY LTD.

Vasant Saghar Complex, Thakur Village, Kandivli (E), Mumbai - 400 101
(Registered under the Maharashtra Co-operative Societies Act, 1960)

Regn. No. MUM/W - R / HSG / TC / 12025 / 2003 - 04

THIS IS TO CERTIFY that the person(s) named in this Certificate is / are the Registered holder(s) of the within mentioned Share(s) bearing the distinctive number(s) herein specified in the above Society subject to the Bye-Laws of the Society and that the Shares mentioned below are fully paid up.

SHARES OF RUPEES 50/- EACH, FULLY PAID UP.

Members Register No. <u>KR1-6/015</u>	Certificate No. <u>378</u>
Name(s) of Holders(s) <u>MR. PANDURANG UTTAM PASKHARA</u> <u>MRS. SUNITA P. PASKHARA</u>	
No. of Shares held <u>FIVE</u> (In words)	(<u>05</u>) (in bold figures)
Distinctive No.(s) From <u>1886</u>	To <u>1890</u> (Both inclusive)

Given under the Common Seal of the Society this _____ day of 18 MAR 2005

U. Prasad
Chairman

[Signature]
Hon. Secretary

[Signature]
Member of the Committee



ADV. RACHANA MARWAL

Shop No. FB 139, First Floor, High Street Mall,
Kapurbawadi, Thane (west) 400607

Annexure-B

Report of Investigation of Title in respect of immovable Property

1	a)	Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India, P.M.Road Branch
	b)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	On Instruction from the Bank
	c)	Name of the Borrower.	MR. PANDURANG UTTAM PAKHARA & MRS. SUNITA P. PAKHARA
2.	a)	Type of Loan	---
	b)	Type of Property	Flat
3.	a)	Name of the unit/concern/ company/person offering the property/ (ies) as security.	MR. PANDURANG UTTAM PAKHARA & MRS. SUNITA P. PAKHARA
	b)	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Individuals
	c)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower/ Mortgagor
4.	a)	Value of Loan (Rs. In crores)	---
5.		Complete or full description of the immovable property (ies) offered as security including the following details.	Flat No.302, admeasuring 515 sq. ft. on 3rd Floor, G wing, building known as Krishana, constructed on Survey No. 31 (part), CTS No. 818A-1 (Part), Survey No. 31 (part), CTS No. 818 C (Part), Survey No. 28 (part), CTS No. 819 A (Part), Village Poisar, Taluka Borivali, Mumbai Suburban District.
	a)	Survey No.	Survey No. 31 (part), CTS No. 818A-1 (Part), Survey No. 31 (part), CTS No. 818 C (Part), Survey No. 28 (part), CTS No. 819 A (Part)
	b)	Door/House no. (in case of house property)	Flat No.302
	c)	Extent/ area including plinth/ built up area in case of house property	admeasuring 515 sq. ft.



	d)	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Village Poisar, Taluka Borivali, Mumbai Suburban District
6.	a)	Particulars of the documents scrutinized-serially and chronologically.	As per annexure I
	b)	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	Mentioned below
7.	a)	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)	No instruction from bank
	b)	Whether all pages in the certified copies of title documents which are obtained directly from Sub Registrar's office have been verified page by page with the original documents submitted? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	Not Applicable
8.	a)	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Online records are available from 2002 onwards
	b)	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes
	c)	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No
	d)	Whether proper registration of documents completed. Details thereof to be provided.	Yes
9.	a)	Property offered as security falls within the jurisdiction of which sub-registrar office?	Borivali
	b)	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	Yes
	c)	Whether search has been made at all the offices named at (b) above?	Yes
	d)	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents	No

		in respect of the property in question?	
10.	a)	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.	As per Ann. II, Search from 1994 to 2024
	b)	Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	Not Applicable
	c)	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/ procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable
11.		Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Ownership rights
		If Ownership Rights,	
	a)	Details of the Conveyance Documents	Agreement dt. 26/02/2001 between Sheth Developers Limited as Sheth and Thakur Bros Agricultural Farm as Thakur To Mr. Pandurang Uttam Pakhara & Mrs. Sunita P. Pakhara, Doc. No. BBJ/1767/2001, dt. 03/03/2001
	b)	Whether the document is properly stamped.	Yes
	c)	Whether the document is properly registered.	Yes
		If Leasehold, whether;	No
	a)	The Lease Deed is duly stamped and registered	Not Applicable
	b)	The Lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c)	Duration of the Lease/ unexpired period of lease.	Not Applicable
	d)	If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not Applicable
	e)	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f)	Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
		If Govt. grant/ allotment/ Lease - cum / Sale Agreement /Occupancy / Inam Holder / Allottee etc, whether;	Not Applicable



	a)	Grant / agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable
	b)	The mortgagor is competent to create charge on such property?	Not Applicable
	c)	Any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not Applicable
12.		Has the property been transferred by way of Gift/ Settlement Deed	No
	a)	The Gift/ Settlement Deed is duly stamped and registered;	Not Applicable
	b)	The Gift/ Settlement Deed has been attested by to witnesses;	Not Applicable
	c)	Whether there is any restriction on the Donor in executing the gift/ settlement deed in question?	Not Applicable
	d)	The Gift/ Settlement Deed transfers the property to Donee;	Not Applicable
	e)	Whether the Donee has accepted the gift by signing the Gift/ Settlement Deed or by a separate writing or by implication or by actions?	Not Applicable
	f)	Whether the Donee is in possession of the gifted property?	Not Applicable
	g)	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not Applicable
	h)	Any other aspect affecting the validity of the title passed through the gift/ settlement deed.	Not Applicable
13.		Has the property been transferred by way of partition/ family settlement deed	No
	a)	Whether the original deed is available for deposit. If not the modality / procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	b)	Whether mutation has been effected	Not Applicable
	c)	Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	d)	Whether the partition made is valid in law and the mortgagor has acquired a Mortgageable title thereon.	Not Applicable
	e)	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
	f)	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 title documents include any testamentary documents /wills?	No



	a)	In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	b)	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	c)	Whether the property is mutated on the basis of will?	Not Applicable
	d)	Whether the original will is available?	Not Applicable
	e)	Whether the original death certificate of the testator is available?	Not Applicable
	f)	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable
	g)	Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	Not Applicable
15.		Whether the property is subject to any wakf rights/ belongs to church/ temple or any religious / other institutions	No
		Any restriction in creation of chares on such properties?	Not Applicable
		Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
16.	a)	Where the property is a HUF/ Joint Family property?	No
	b)	Whether mortgage is created for family benefit/ legal necessity, Whether the Major Coparceners have no objection / join in execution, minor's share if any, rights of female members etc.	Not Applicable
	c)	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
17.	a)	Whether the property belongs to any trust or is subject to the rights of any trust?	No
	b)	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	c)	If YES, additional precautions/ permissions to be obtained for creation of valid mortgage?	Not Applicable
	d)	Requirements, if any for creation of mortgage as per the central/ state laws applicable to be trust in the matter.	Not Applicable
18.		Is the property an Agricultural Land	No
	a)	Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/ enforcement of mortgage?	Not Applicable

	b)	In case of agricultural property other relevant records/ documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	c)	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained?	Not Applicable
19.	a)	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation/ mortgage (viz. Agricultural Laws, weaker Sections, Minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	No
	b)	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
20.	a)	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b)	Whether any search/ enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry?	Not Applicable
21.	a)	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No litigation is found
	b)	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	c)	Whether the title documents have any court seal/ marking which points out any litigations/ attachment / security to court in respect of the property in question? In such case please comment on such seal/ marking?	No court seal or marking found on the documents submitted to me
22.	a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No
	b)	Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	c)	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not Applicable
23.	a)	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No
	b/1)	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	Not Applicable



	g) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not Applicable
	h) Please comment on the genuineness of POA?	Not Applicable
26.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed	No
27.	If the property is a flat/apartment or residential/commercial complex	Flat
	a) Promoter's/Land owner's title to the land/building;	YES
	b) Development Agreement /Power of Attorney;	YES
	c) Extent of authority of the Developer/ builder;	FULL
	d) Independent title verification of the Land and/or building in question;	Not Applicable
	e) Agreement for sale (duly registered);	Yes
	f) Payment of proper stamp duty;	Yes
	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	No
	h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	i) Conveyance in favour of Society/ Condominium concerned;	Not Available
	j) Occupancy Certificate/ allotment letter/ letter of possession;	Part Occupancy Certificate no. CHE/A-2252/BP(WS)AR, dt. 04/04/2003 issued by Brihanmumbai Mahanagarpalika
	k) Membership details in the Society etc.;	Yes
	l) Share Certificates;	Share Certificate No. 378, dt. 18/03/2005 issued by Vasant Sagar Krishna Kaveri CHSL
	m) No Objection Letter from the Society;	NOC from Society
	n) All legal requirements under the local /Municipal laws, regarding ownership of flats /Apartments /Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Charge to be noting with Society
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Not applicable
	q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
II.A	Whether the Real Estate Project comes under	No



	Real Estate (Regulation and Development) Act, 2016? Y/N.	
II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not Applicable
II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable
II.D	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not Applicable
28.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No
29.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	We have caused search for period from 1994 to 2024
30.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Pl. Obtain Latest Municipal / Assessment, Tax Bill / receipt.
31.	a) Urban land ceiling clearance, whether required and if so, details thereon.	No
	b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?	Undertaking to be obtained from the Mortgager that no proceeding are going on U/s 281 of IT Act
32.	a) Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Not Applicable
	b) Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable
33.	a) Whether the property offered as security is clearly demarcated?	Yes
	b) Whether the demarcation/ partition of the property is legally valid?	Yes
	c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes
34.	a) Whether the property can be identified from the following documents, a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes
	b) Discrepancy/ doubtful circumstances, if any revealed on such scrutiny?	No

35.	a)	Whether the documents i.e. Valuation report/ approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document/ other document. (If the valuation report and / or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	Valuation report not submitted
36.	a)	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	b)	Property is SARFAESI compliant (Y/N)	Yes
37.	a)	Whether original title deeds are available for creation of equitable mortgage	Equitable Mortgage
	b)	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Original Title Deed is Available
38.		Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security.	Periodical visit from the Bank Officer and Banks charge to be noted with SRO & Society Kindly register your Equitable Mortgage with CERSAI
39.		The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	MR. PANDURANG UTTAM PAKHARA & MRS. SUNITA P. PAKHARA

Note: In case separate sheets are required, the same may be used, signed and annexed.

Annexure I

List of Documents

Sl. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate.
1.	26/02/2001	Agreement dt. 26/02/2001 between Sheth Developers Limited as Sheth and Thakur Bros Agricultural Farm as Thakur To Mr. Pandurang Uttam Pakhara & Mrs. Sunita P. Pakhara, Doc. No. BBJ/1767/2001, dt. 03/03/2001	Photocopy	
2.	04/04/2003	Part Occupancy Certificate no. CHE/A-2252/BP(WS)AR, dt. 04/04/2003 issued by Brihanmumbai Mahanagarpalika	Photocopy	
3.	18/03/2005	Share Certificate No. 378, dt. 18/03/2005 issued by Vasant Sagar Krishna Kaveri CHSL	Photocopy	



10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

1.	Original Agreement dt. 26/02/2001 between Sheth Developers Limited as Sheth and Thakur Bros Agricultural Farm as Thakur To Mr. Pandurang Uttam Pakhara & Mrs. Sunita P. Pakhara, Doc. No. BBJ/1767/2001, dt. 03/03/2001 along with Index II & registration receipt
2.	Copy of Occupancy Certificate
3.	Original Share Certificate
4.	Original NOC from Society for creating Equitable Mortgage
5.	Copy of Latest Property tax paid receipt issued by Competent Authority
6.	Copy of Electricity Bill
7.	Copy of Maintenance Bill receipt

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

12. It is certified that the property is SARFAESI compliant.

(SCHEDULE OF THE PROPERTY (IES))

Flat No.302, admeasuring 515 sq. ft. on 3rd Floor, G wing, building known as Krishana, constructed on Survey No. 31 (part), CTS No. 818A-1 (Part), Survey No. 31 (part), CTS No. 818 C (Part), Survey No. 28 (part), CTS No. 819 A (Part), Village Poisar, Taluka Borivali, Mumbai Suburban District..



Mrs. RACHANA MARWAL
ADVOCATE

Date : 09.07.2024
Place : THANE



☎ : +91 9594948247

✉ : rachanamarwal@hotmail.com

ADV. RACHANA MARWAL

Shop No. FB 139, First Floor, High Street Mall,
Kapurbawadi,Thane (west) - 400607.

Date: 09.07.2024

SEARCH REPORT

To,
The Branch Manager
State Bank of India

Re: Search of the Flat No.302, admeasuring 515 sq. ft. on 3rd Floor, G wing, building known as Krishana, constructed on Survey No. 31 (part), CTS No. 818A-1 (Part), Survey No. 31 (part), CTS No. 818 C (Part), Survey No. 28 (part), CTS No. 819 A (Part), Village Poisar, Taluka Borivali, Mumbai Suburban District.

Purchaser: MR. PANDURANG UTTAM PAKHARA & MRS. SUNITA P. PAKHARA

Dear Sir,

Under your instructions I have taken search of the above property records in Sub-Registrar office at Mumbai Borivali Manual & Computer Record from 1994 to 2024 (30 years).

1994 to 2004 (10 years) at Mumbai Borivali Manual Record

<u>Year</u>	<u>Mumbai Borivali</u>
1994	Nil
To	
2000	Nil
2001	Sale Deed Rs. 51000/- , Flat No.302, admeasuring 515 sq. ft. on 3rd Floor, G wing, building known as Krishana, constructed on Survey No. 31 (part), CTS No. 818A-1 (Part), Survey No. 31 (part), CTS No. 818 C (Part), Survey No. 28 (part), CTS No. 819 A (Part), Village Poisar, Taluka Borivali, Mumbai Suburban District, between Sheth Developers Limited as Sheth and Thakur Bros Agricultural Farm as Thakur To Mr. Pandurang Uttam Pakhara & Mrs. Sunita P. Pakhara, exe dated 26/02/2001, Reg. Dated 26/02/2001, Doc. No. BBJ/1767/2001, Stamp Duty Rs. 32000/-.
2002	Nil
To	
2004	Nil