



Friday, April 21, 2006

6:38:41 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 2991

गावाचे नाव कांदिवली

दिनांक 21/04/2006

दस्तऐवजाचा अनुक्रमांक वदर10 - 02989 - 2006

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: जतिन दिनेश संघवी - -

नोंदणी फी	:	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (18)	:	360.00
एकूण	रु.	30360.00

आपणास हा दस्त अंदाजे 6:53PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.का-बोरीवली 4

सह दुय्यम निबंधक बोरीवली-क्र. 4
मुंबई उपनगर जिल्हा

बाजार मुल्य: 1903797 रु. मोबदला: 3400000रु.

भरलेले मुद्रांक शुल्क: 153800 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बँक ऑफ महाराष्ट्र;

डीडी/धनाकर्ष क्रमांक: 075760; रक्कम: 30000 रु.; दिनांक: 18/04/2006

DELIVERED



No 030014

शुद्धकपी प्रत / Party Copy
The Greater Bombay Co-op. Bank Ltd.
(Scheduled Bank)

शाखा/Br.

दि शिष्टर बॉन्ड को ऑफ. बॉक लि.

दिनांक/Date 2014/03/26

मुद्रांक शुल्क / Stamp Duty रु / Rs. 153,800

थीना आकारणी शुल्क / रु.

Service Charges / Rs. 10

No. of Documents

एकूण / Total Amount रु / Rs. 1,53,810

अक्षरी रूप / Amount in Words

एक

Lac Fifty Three Thousand

एक लाख तीस हजार केवल

मुद्रांक शुल्क भरना-बॉन्ड शीत / Name of stamp duty

Paying party

अंतर्गत

रु. 1,53,810

पता / Address & Tel. No.

Gopal Khemani, 102 Yamuna

585 Kher Junction

भागीदार/द्वारा नाम / Name of/Company party

श्री. गणेश दिनेश सांगवी

उद्देश्य / Purpose of

Transaction

आवक / शिष्टर को भेजना के लिए बॉन्ड शीत

Name of the Drawee Bank & Branch

श्री. डी. ए. बॉन्डर का रु.

D.D. / P.O. / Cheque No. / रकम

196837

शुद्धकपी/ Cashier

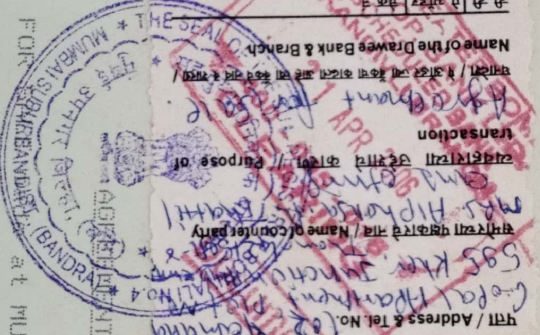
शुद्धक कर्ता दस्तावेज शुद्धक शीत

आवक आकरक शीत / This counterfoil has to

be presented at the time of delivery of stamps.

Subject to Delivery of stamps on

next working day



AGREEMENT FOR SUBSEQUENT SALE

at MUMBAI this 21 day of April,

Felix

AGREEMENT BETWEEN ; MRS. ALPHONSA FELIX THATTIL, aged 33 years,

& MR. FELIX FRANCIS THATTIL, aged 38 years, Indian

Inhabitants of Mumbai, residing at Flat No.C-602, 6th Floor,

PANCHSHEEL GARDENS CO-OPERATIVE HOUSING SOCIETY LTD.,

Mahavir Nagar, Dahanukarwadi, Kandivali (West), Mumbai - 400

067, hereinafter called "THE TRANSFERORS" the party of the

One Part ; AND ; (1) MR. JATIN DINESH SANGHVI, aged 26

years, (2) MRS. JASPRIT JATIN SANGHVI, aged 26 years, & (3)

MR. JIONESH DINESH SANGHVI, aged 28 years, Indian

Inhabitants of Ambar Nath (Thane), residing at 102, Yamuna

Gopal Apartment, Plot No.595, Kher Junction, Ambar Nath

(East), Thane - 421 501, hereinafter called "THE

TRANSFEREES" the Party of the Other Part and reference to

MANIKCHAND G. KADAM

(Authorised Signatory)

The Greater Bombay Co-operative
Bank Ltd. Bhoomi Apt. Building No.8,
Dahanukar wadi, Sector 4, Panchsheel
Enclave, Kandivali (W),
Mumbai-400067.
D-5/STP/V/C.R.1024/01/05/208-211



INDIA

भारत 45818
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STAMP DUTY MAHARASHTRA

वदर-१०
2006

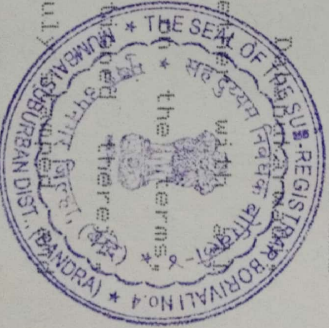
Felix
Jatin
Jionesh

(Dr. One Kader By) The Registrar (GTH Mumbai) P/832304/06

the parties hereto shall unless it be repugnant to the context or meaning, thereof mean and include their respective legal heirs, successors, executors, administrators and assigns;

WHEREAS:-

By an Agreement for Sale dated 6th January, 2000 made and executed ; BETWEEN ; M/S. PANCHSHEEL DEVELOPERS, a partnership firm registered under the Partnership Act, 1932 and having its office at Conwood House, Yashodham, Gen. A. K. Vaidya Marg, Goregaon (East), Mumbai 400 063, therein referred to as "THE DEVELOPERS" of the ONE PART; (1) MR. ANTHONY WININ PEREIRS & 3 OTHERS, all of Mumbai, therein referred to as "THE OWNERS" of the SECOND PART; AND ; MRS. ALPHONSA FELIX THATTIL & MR. FELIX FRANCIS THATTIL - THE TRANSFERORS herein, therein referred to as "THE PURCHASERS" of the OTHER PART; the said "THE DEVELOPERS" & "THE OWNERS" have sold and "THE TRANSFERORS" have purchased the Flat No.C-602, on 6th Floor, in the building No.1 of "PANCHSHEEL GARDENS", situated at Mahavir Nagar, Kandivalli (West), Mumbai - 400 067, together with all the rights, title, interest, benefits, etc. conditions and at the consideration as mentioned therein. The aforementioned Agreement for Sale was duly registered through Deed of Confirmation under Document Serial No.PBDR-2/2746-2001 on 18.05.2001.

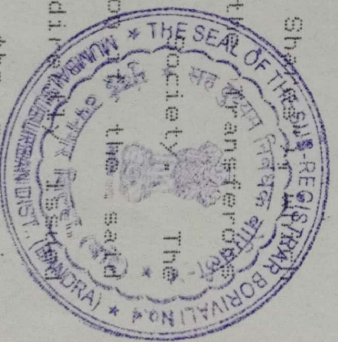


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गदर-१०
२००१
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WHEREAS the Panchsheel Gardens Co-operative Housing Society Ltd., hereinafter referred to as "the said Society" a Co-operative Housing Society incorporated and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/PS-R/HSG/TC/11714/02-03 seized, possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land or ground bearing Sector XII (part) of Layout Plan and bearing Survey No.163 (part), C.T.S.Nos.128A/46 and 128A/46/1 together with the Building No.1 of "PANCHSHEEL GARDENS" consisting of ground and 8 (eight) upper floors standing thereon situate, lying and being at Village : Kandivalli, Taluka : Borivalli, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban hereinafter referred to as "the said Property" and more particularly described in the Second Schedule hereunder written.

WHEREAS the Transferors are the registered and bonafide members of Panchsheel Gardens Co-operative Housing Society Limited (hereinafter for convenience referred to as "the said Society") and are absolutely entitled to hold five fully paid up shares of Rs.50/- each (hereinafter for the sake of convenience referred to as "the said Shares") which is not yet issued by the Society either to the Transferors herein or to any other member of the Society. The Transferors further accord their No Objection to the said Share Certificate/Shares (to be issued) in the names of the Transferors or if the same is transferred to the names of the Transferees after issuing the Share Certificate in the names of The Transferors.



कर-१०
२०२८/१३
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AND WHEREAS as such members, the Transferors have been absolutely seized and possessed of and otherwise well and sufficiently entitled to Flat No.C-602 on the 6th Floor in the building named and known as "PANCHSHEEL GARDENS" CO-OPERATIVE HOUSING SOCIETY LTD., situated at Mahavir Nagar, Dahanukarwadi, Kandivall (West), Mumbai - 400 067, hereinafter referred to as "the said Flat" more particularly described in the First Schedule hereto.

AND WHEREAS the Transferors have agreed to sell, transfer and assign to the Transferees and the Transferees have agreed to purchase from the Transferors the 5 (five) shares (to be issued by the Society) including Sinking Funds standing to the credit of the Transferors account with the society and as incidental thereto sell, transfer and assign all the beneficial right, title and interest of the Transferors in the said Flat together with the right of use and occupancy thereof at or for the price of Rs.34,00,000/- (RUPEES THIRTY FOUR LAKHS ONLY).

"THE TRANSFERORS" doth hereby admit and acknowledge to have received from "THE TRANSFEREES" a sum of Rs. 3,51,000/- (RUPEES Three lacs Fifty One thousand only ~~only~~) on or before the execution of this Agreement for Sale being the part consideration amount for the sale of the said Flat as per the particulars mentioned in the receipt appearing hereunder.

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"THE TRANSFEREES" agree and undertake to pay to "THE TRANSFERORS" a sum of Rs. 30,49,000/- (RUPEES Thirty lacs forty nine thousand ONLY) on or before 5th May '06

2006 being the balance full and final consideration amount against receiving the vacant and peaceful possession of the said Flat.

AND WHEREAS "THE TRANSFERORS" have agreed to hand over the vacant and peaceful possession of the said Flat to "THE TRANSFEREES" against receiving the consideration amount in full i.e. on receiving the balance full and final consideration amount as aforementioned.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of this Agreement in writing.

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

1. The Transferors hereby agree to sell, transfer and assign, and the Transferees hereby agree purchase and acquire:

a. The said Shares i.e. 5 (Five) fully paid of the said Society of the face value of Rs. each to be issued by the Society at later date.

b. Flat No.C-602 admeasuring 59.96 sq.mtrs. area equivalent to 71.95 sq.mtrs. Built-up area on the 6th Floor of the said building of the said Society standing on the said Property.



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c. Certain deposits standing to the credit of the Transferors in the records and registers of the said Society (hereinafter referred as "the said Deposits").

d. Certain rights, benefits and advantages available to the Transferors and/or to which the Transferors are entitled to as members and shareholders of the said Society (hereinafter referred to as "the said rights").

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[Handwritten signatures]

at or for the price of Rs.34,00,000/- (RUPEES THIRTY FOUR LAKHS ONLY). That the said consideration is inclusive of the value of shares and the Flat and is also inclusive of the value of the relevant deposits (if any), with the said Society and other concerned authorities including deposit with Reliance Energy Ltd., Mahanagar Gas Ltd., etc. (hereinafter collectively referred to as "the said Deposits"). The Transferees shall also, on completion of THIS TRANSACTION, be entitled to rebates, interest, incomes, profits, that may at any time HEREAFTER, be paid by the society and/or any other concerned authorities and otherwise (in respect of the said flat/shares/deposits) and the benefit of the legal and beneficial exclusive ownership unconditional, possession and occupation and unrestricted use of the said flat and all rights/privileges attached thereto (as holder of the said shares).



2. The Transferors shall apply to get the Transferees admitted and enrolled as members of the said Gardens Co-operative Housing Society Ltd., and as owners of the said Flat in the records of the said Society and shall also execute in favour of the Transferees such documents for

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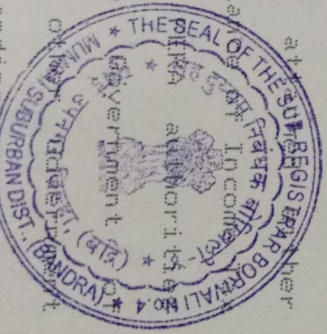
बदर-१०
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enrollment as may be required by the Transferees for vesting the said Shares in the said Panchsheel Gardens Co-operative Housing Society Ltd. and the said Flat in the names of the Transferees.

3. The Transferors hereby covenant with the Transferees as follows:--

i. That the Transferors are the sole and absolute owners of the said shares and the said Flat and no other person(s) has/have any right, title, interest, property, claim or demand of any nature whatsoever unto or upon the said flat, either by way of sale, charges, lien, gift, trust, lease, easement or otherwise howsoever and have good right, full power and absolute authority to sell and transfer the same to the Transferees.

ii. That the Transferors have not created any charge or encumbrance of whatsoever nature in respect of the said Flat or the said Shares and the said Flat are not subject matter of any litigation nor are the same or any of them attached in execution, any tenancy or leave and licence or any right in favour of anyone in respect of the said Flat and the same is not attached to the Flat before or after judgement at the instance of any of the authorities, the Custom Authorities SAFEMA authorities or from the Government Maharashtra Local Municipality or any other authority. Body or person and there are no outstanding arrears payable to the Income Tax Authorities and the



बंदर-१०
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Transferors have not given any undertaking/s to the taxation authorities or any other Government Authorities or any other authorities to deal with or dispose of right, title and interest in the said Flat and that the Transferors have full and absolute power to deal with the same.

iii. That the Transferors have duly observed and performed the rules and regulation and bye-laws of the said Society and have paid up-to-date their contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable by them in respect of the said Flat. "THE TRANSFERORS" further state and declare that their membership in the said Society is valid and subsisting and not terminated by the said Society and they have not received notice of expulsion from the membership of the said Society, or any other notice restraining them from transferring the said Flat and the said Shares.

iv) That the Transferors shall hereinafter whenever required to do so from time to time and at all times hereafter execute and sign or cause to be executed and signed all such letter, forms, applications, deeds, documents, writings and papers, affidavits, plaints, defenses in legal proceedings if perfectly securing and assuring transferring the said Shares and the use of the Transferees for ever, the use of the Transferees for ever, of the Transferees including Stamp and

Registration Charges if any.



बंद-१०
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v. That the Transferors shall indemnify and keep indemnified the Transferees from and against all actions, claims, demands, costs, charges and expenses, etc. claimed as falling due prior to the date of handing over possession of the said shares and the said Flat.

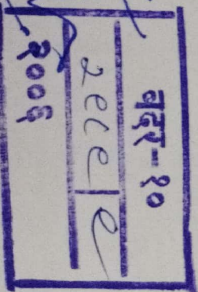
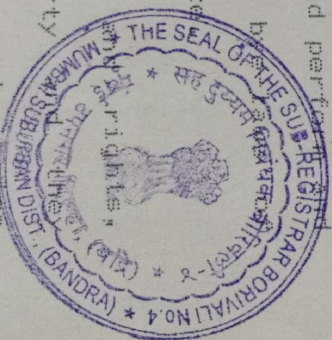
vi) That the Transferors have not made or registered (and they shall not hereafter make or register) any lien or nomination or assignment in regard to the said rights (with the said society and otherwise) and that any such liens/nomination/assignments (if found to have been made or registered by them prior to the execution of this agreement) shall, hereafter, be deemed to be null, void, inoperative, canceled and withdrawn.

5. The Transferees hereby covenant with the Transferors as follows:--

i. That the Transferees shall from the date of possession, regularly pay to the said Society their proportionate contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable in respect of the said Flat.

ii. That the Transferees shall observe and perform and abide by all the rules and regulation and by the bye-laws of the said Society from time to time in force.

6. The Transferors declare that the said Flat and the rights therein is their own property title and interest therein is their own property and they have full power and authority to transfer, convey and assign the same in favour of the Transferees herein. The Transferors



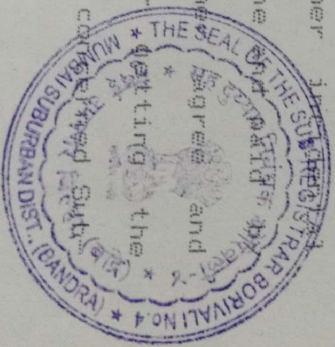
further declare that no member either major or minor of their family or any other person or persons have any rights, title and interest in the said Share and the said Flat in any manner whatsoever and they are in exclusive use and occupation of the said Flat and no one else has/have any right of use and/or occupation of the said Flat in any manner whatsoever.

7. The Transferors further declare that the Transferors do not hold the said Flat and/or the said shares as Nominee, "Benami" or in Trust for any person or persons and there is no insolvency or liquidation affecting the said Flat and/or the said Shares or any of them or any part thereof.

8. The Transferors shall hand over the Transferees documents of title including all original Agreements, Papers, Documents, etc. in respect of the said Flat.

9. The Transfer fees/premium of the said Society for the transfer of the said Shares and the said Flat in favour of the Transferees shall be borne and paid by the parties herein in equal proportion.

10. Stamp Duty, registration charges and other charges payable on this Agreement shall be borne the Transferees alone. "THE TRANSFERORS" further undertake to co-operate in every manner for present Agreement for Sale registered with the Registrar of Assurances.



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11. The Transferors transfer and assign all their rights and privileges whatsoever of the Transferors as a members of the society and all the rights, title and interest of the Transferors in the said shares and in the said Flat and the Transferors doth hereby covenant with the Transferees that they have good right, title and interest in the said Shares and in the said Flat.

12. The Transferors hereby solemnly agree that they shall not do any act, deed, thing or matter so as to adversely effect or jeopardize the interest of the Transferees.

THE FIRST SCHEDULE ABOVE REFERRED TO:

- a. Flat No.C-602 admeasuring 59.96 sq.mtrs. Carpet area equivalent to 71.95 sq.mtrs. Built-up area on the 6th Floor of the said building known as PANCHSHEEL GARDENS CO-OPERATIVE HOUSING SOCIETY LTD., having address at Mahavir Nagar, Dahanukarwadi, Kandivali (West), Mumbai - 400 067.
- b. 5 (five) fully paid up shares of the said Society of the face value of Rs.50/- each to be issued by the Society at later date.
- c. Certain deposits standing to the credit of the Transferors in the records and registers of the said society electric co., etc.
- d. Certain rights, benefits and advantages available to the Transferors are entitled to as a members and shareholders of the said society.



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बदर-१०
२००९/११
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THE SECOND SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land bearing Sector No.XII (part) of Layout Plan Survey No.163 (part), C.T.S.No.128/A/46 and 128/A/46/1 together with the building known as PANCHSHEEL GARDENS CO-OPERATIVE HOUSING SOCIETY LTD., standing thereon and situate lying and being at Village Kandivali, Taluka : Borivali, and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban. The building consists of Ground plus 8 (eight) upper floors and the year of construction is 2000.

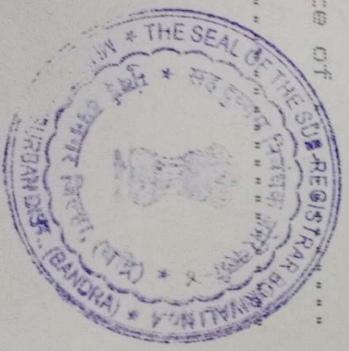
IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first herein above written.

SIGNED, SEALED AND DELIVERED by)
the withinnamed THE TRANSFERORS)
MRS. ALPHONSA FELIX THATTIL &)
MR. FELIX FRANCIS THATTIL)
in the presence of ".....")
".....")

Alphonsa Felix
Felix Thattil

SIGNED, SEALED AND DELIVERED by)
the withinnamed THE TRANSFEREES)
(1) MR. JATIN DINESH SANGHVI)
(2) MRS. JASPRIT JATIN SANGHVI &)
(3) MR. JIGNESH DINESH SANGHVI)
in the presence of ".....")
".....")

Jatin D. Sanghvi
Jasprit Jatin Sanghvi
Jignesh D. Sanghvi



बंदरा-१०
२०१८/१२
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RECEIPT

ACKNOWLEDGE to have received the sum of Rs. 3,51,000/- (RUPEES Three lacs Fifty One thousand ONLY), as per the following particulars being the part consideration amount for the sale of the said Flat No. C-602 on the 4th floor of the said building known as PANCHSHEEL GARDENS CO-OPERATIVE HOUSING SOCIETY LTD., having address at Mahavir Nagar, Dahanukarwadi, Kandivali (West), Mumbai - 400 067, from withinnamed "THE TRANSFEREES" as within mentioned.

AMOUNT CHEQUE NO. - DATED DRAWN ON

- Rs. 51,000/- 327877 - 1st Mar '06 ICICI Bank - Andheri;
- Rs. 50,000/- 327878 - 1st Mar '06 ICICI Bank - Andheri;
- Rs. 150,000/- 327882 - 7th Apr '06 ICICI Bank - Andheri;
- Rs. 1,00,000/- 595497 - 12th Apr '06 City Bank.

Rs. 3,51,000/- TOTAL (RUPEES Three lacs Fifty One thousand ONLY) only.

WE SAY RECEIVED

(MRS. ALPHONSA FELIX THATTIL) (MR. FELIX FRANCIS THATTIL)
THE TRANSFERORS

WITNESSES : -

1. Sign. : *Prakash Dm*
Name : *M. Dhanubhai garden*
Address : *Mahavir Nagar*
2. Sign. : *J.N. Gandhi*
Name : *Jayesh N. Gandhi*
Address : *503, Alka, Arkapur Road, Kandivli (E) Mumbai - 101.*

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बंद-१०
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दस्ता गोषवारा भाग-1

वदर10

दस्ता क्र 2989/2006

21/04/2006

दुयम निबंधक:

6:41:16 pm

सह दु.नि.का.बोरीवली 4

दस्ता क्रमांक : 2989/2006

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा तसा

1 नाव: जतिन दिनेश सघवी -
पत्ता: घर/फ्लॅट नं: 102

लिहून घेणार

वय 26

सही

गाल्ती/रस्ता: -

ईमारतीचे नाव: यमुना गोपाल अपार्ट

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: अंबरनाथ पू

तालुका: -

पिन: 421501

पॅन नम्बर: ATJPS8265



2 नाव: जसप्रित जतिन सघवी -
पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

लिहून घेणार

वय 26

सही

गाल्ती/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

पॅन नम्बर: AYFPS1695C



3 नाव: जिनेश दिनेश सघवी -
पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

लिहून घेणार

वय 28

सही

गाल्ती/रस्ता: -

ईमारतीचे नाव: -

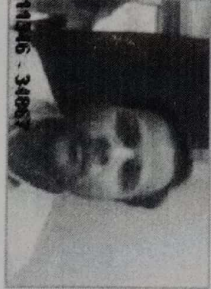
पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

पॅन नम्बर: AQPPS9915H



4 नाव: अल्कान्तो फेलिक्स थॉटिल -
पत्ता: घर/फ्लॅट नं: सी 602

लिहून घेणार

वय 33

सही

गाल्ती/रस्ता: -

ईमारतीचे नाव: पंचशिल गार्डन

पेट/वसाहत: -

शहर/गाव: महाविर नगर, कांदीवली प

तालुका: -

पिन: 67

पॅन नम्बर



5 नाव: फेलिक्स फ्रान्सीस थॉटिल -
पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे

लिहून घेणार

वय 38

सही

गाल्ती/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: --

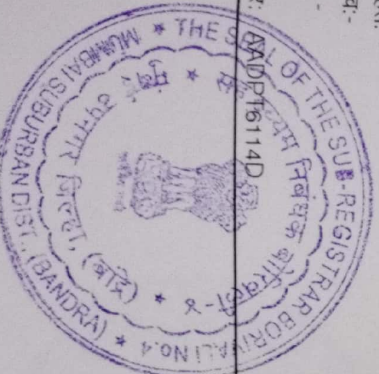
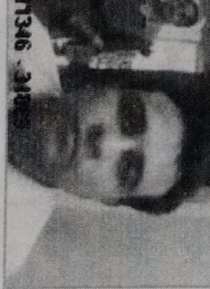
पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

पॅन नम्बर: SPADP16114D



वदर-१०
२९९९९७
३००६



दस्ता गोषवारा भाग - 2

दतर10

दस्ता क्रमांक (2989/2006)

दस्ता क्र. [दतर10-2989-2006] या गोषवारा
बाजार मूल्य : 1903797 मोबदला 3400000 भरलेले मुद्रांक शुल्क : 153800

दस्ता हजर केल्याचा दिनांक : 21/04/2006 06:33 PM
निषादनाचा दिनांक : 21/04/2006
दस्ता हजर करणा-याची सही :

दस्ताचा प्रकार : 25) करारनामा
शिका क्र. 1 ची वेळ : (सादरीकरण) 21/04/2006 06:33 PM
शिका क्र. 2 ची वेळ : (फी) 21/04/2006 06:38 PM
शिका क्र. 3 ची वेळ : (कबुली) 21/04/2006 06:41 PM
शिका क्र. 4 ची वेळ : (ओळख) 21/04/2006 06:41 PM

दस्ता नोंद केल्याचा दिनांक : 21/04/2006 06:41 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्ताऐवज करून देण-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

- 1) जयेश गांधी - , घर/फ्लॅट नं: 703
गाल्ती/रस्ता: -
ईमारतीचे नाव: अलका
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: कादीवली
तालुका: -
दिन: -
- 2) प्रकाश गांधी - , घर/फ्लॅट नं: वरीलप्रमाणे
गाल्ती/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव: -
तालुका: -
दिन: -

J-N. Gadhani,
P.N. Gadhani,

दतर-१०
२००६

पावती क्र.: 2991 दिनांक: 21/04/2006
पावतीचे वर्णन
नांव: जतिन दिनेश संघवी - -
30000 : नोंदणी फी
360 : नक्कल (अ. 11(1)), मुद्रांकनाची नक्कल
(अ. 11(2)),
रजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी
30360: एकूण

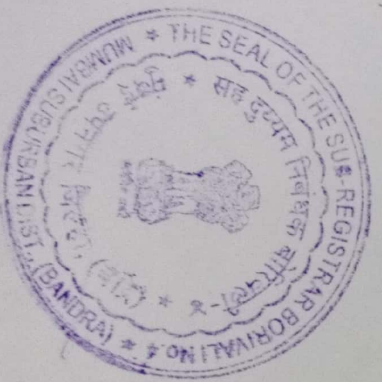
द. निबंधकाची सही सह दुय्यम निबंधक बोरीवली-क्र. ४
द. दुय्यम निबंधक बोरीवली-क्र. ४
मुंबई उपनगर जिल्हा.

प्रमाणित करणेत येते की, या
दस्ताऐवज एकूण २६...पाने आहेत.

द. निबंधकाची सही सह दुय्यम निबंधक बोरीवली-क्र. ४,
मुंबई उपनगर जिल्हा.

दतर-१०/२००६/२००६
पुस्तक क्रमांक १, फांका
नोंदला
दिनांक : २१/०४/०६

द. दुय्यम निबंधक, बोरीवली-४.
मुंबई उपनगर जिल्हा.



द. निबंधकाची सही सह दुय्यम निबंधक बोरीवली-क्र. ४,
मुंबई उपनगर जिल्हा.

(P) self open-car parking space No. 1 (hereinafter referred to as the "said flat") and made necessary declaration required under the Urban Land Ceiling & Regulation Act 1976 and Maharashtra Co-operative Societies Act to the effect that neither the Purchaser nor any member of the family defined under the said Ceiling Act own a tenement, house or building within the limits of Mumbai.

(T) Relying upon the said Application, Declaration and Agreement as stated hereinabove, the Developer agreed to sell to the Purchaser the said Flat at the price and on the terms and conditions hereinafter appearing.

(U) Prior to the execution of this Agreement, the Purchaser has paid to the Developer a sum of Rs. 11000/- (Rupees ELEVEN THOUSAND only) out of the purchase price of the said Flat as deposit or earnest money (the payment receipt whereof the Developer doth hereby admit and acknowledge and the Purchaser has agreed to pay to the Developer the balance of the said purchase price in the manner hereinafter appearing in the operative clause.

(V) Under Section 4 of the said Act the Developer is required to execute a written agreement for sale of the said Flat with the Purchaser being in fact these presents and also to admit registration of the said agreement by the Purchaser under the Registration Act.

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

1. The Developer shall construct the Building No. 1 consisting of 8 floors of silt, ground and 7 upper floors and if permitted by the concerned authorities, 8 upper floors hereinafter referred to as "the said Building" in Sector XII on portion of the said Smaller Property in accordance with the plans, designs, specifications approved by the concerned local authority, which have been seen and approved by the Purchaser, with only such variations and modifications as the Developer may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them, provided always that the Developer if carrying out changes of its own accord, shall have

to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the said flat of the Purchaser.

2. The Purchaser has prior to the execution of this agreement, satisfied himself/herself/themselves about the title of the Owners to the said Smaller Property and has accepted the same.

3. The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser Flat No. 602 of carpet area admeasuring 59.96 square metres equivalent to 645.85 square feet (which is inclusive of the area of balconies) in Wing No. C on 6TH floor of the said Building No. 1 in the complex to be known as "PANCHSHEEL GARDENS" surrounded by a red coloured boundary line on the floor plan thereof hereto annexed and marked as Annexure VI and silt open-car parking space bearing No. X (hereinafter referred to as "the said Flat") for the price of Rs. 11,76,000/- including the proportionate price for the common areas and facilities appurtenant to the said Flat. The nature, extent and description of the common/limited common areas and facilities are more particularly described in the Annexure VII annexed hereto.

4.1 The Purchaser has on or before the execution hereof has paid Rs. 11000/- (Rupees ELEVEN THOUSAND Only) to the Developer as part payment/earnest money deposit the receipt whereof the Developer doth hereby admit and acknowledge.

4.2 The Purchaser hereby agrees to pay to the Developer balance amount of purchase price of Rs. 11,65,000/- (Rupees ELEVEN LAKH SIXTY FIVE THOUSAND only) within 7 days from the date of Developer's letter intimating about instalment being due and payable and in the following manner on achieving progress for the respective wing of Building No. 1 in which the purchaser has been allotted the said Flat, time being essence of the contract:-

Certificate No.

078

Member's Register No.

078

PANCHSHEEL GARDEN
CO-OPERATIVE HOUSING SOCIETY LIMITED

(Regd. No. BOM / W-R / HSG / TC / 11714 / 2002-2003 DATED : 25.07.2002)
PLOT - A. SECTOR - 12, CTS NO. 128-A, MAHAVIR NAGAR, KANDIVLI [WEST] MUMBAI - 400 067

AUTHORISED SHARE CAPITAL Rs.1,00,000/- DIVIDED INTO 2000 SHARES OF Rs.50/- EACH

SHARE CERTIFICATE

This is to Certify that ~~Shri~~/Smt. ALPHONSA FELIX THATTIL.

is /are the Registered holder of FIVE fully paid-up shares Numbered -386- to -390- (both inclusive)
Rs. Fifty each of this Society.

Rs.250/-

Given under the common seal of

PANCHSHEEL GARDEN Co-op. Housing Society Ltd.

This 2ND day of MAY 2003.



[Signature]
Hon. Secretary

[Signature]
Chairman

[Signature]
Committee Member

NOTE: NO TRANSFER OF SHARES WILL BE REGISTERED WITHOUT PRODUCTION OF THIS CERTIFICATE.

C-602



MEMORANDUM OF THE TRANSFER OF THE WITHINMENTIONED SHARES

C-602



Date of Transfer	Transfer No.	Share Register No. (Old)	To whom Transferred	Share Register No. (New)	Signature of office bearers	
					Chairman	Hon. Secretary
21-04-06	392	078	Mr. Jatin Dinesh Sanghvi Mrs Jasprit Jatin Sanghvi Mrs. Tignesh Dinesh Sanghvi	078		

- Remarks:**
- The said property is a 2 BHK residential flat.
 - All the civic amenities are available within the proximity of the said building.
 - We observe that the Guideline Value of the said flat is significantly less as compared to its Market Value.
 - We have adopted the Sale Rate based on our local inquiries and as per prevailing Market Rate in the vicinity.
 - We were not provided with any technical documents of the said building.

As a result of our appraisal and analysis, it is our considered opinion that the Value of the above referred Flat No. 602, 6th Floor, C Wing, Building No. 1, Panchsheel Gardens Co-op. Hsg. Soc. Ltd., Mahavir Nagar, Dahanukarwadi, Kandivali (W), Mumbai – 400 067, in its present prevailing condition with aforesaid specifications is as under:

Values in INR		
Market Value (MV)	1,93,50,000	(Rupees one crore ninety three lakh fifty thousand only)
Realizable Value (85% of MV)	1,64,48,000	(Rupees one crore sixty four lakh forty eight thousand only)
Distress Sale Value (75% of MV)	1,45,13,000	(Rupees one crore forty five lakh thirteen thousand only)
Book Value (Year 2006)	34,00,000	(Rupees thirty four lakh only)
Insurance Value	15,48,000	(Rupees fifteen lakh forty eight thousand only)
Rental Value	If rented then it may fetch anywhere between INR 40,000 to INR 45,000 per month.	

IRITAD/RFLA
28 JUL 2025

FOR KAKODE ASSOCIATES CONSULTING PRIVATE LIMITED.

ANIL B. PAI KAKODE
Director & Govt. Approved Valuer
Wealth Tax Regn. No. CAT VII-20 of 1988



ASHOK S. AKERKAR
Associate Director & Govt. Approved Valuer
CCIT/PNJ/4(3)-Tech/2005-06

Place: Mumbai

Date: April 08, 2021

VIII. DETAILS OF VALUATION.

Sl. No.	Description	Area in Sq. ft.	Flat Rate (INR/ sq. ft.)	Estimated/ Present Value (INR)
1.	Present Market Value of the Flat (incl. car parking, if provided)	774	25,000	1,93,50,000
2.	Wardrobes			
3.	Show cases			
4.	Kitchen arrangements			
5.	Superfine finish			
6.	Interior decorations			
7.	Electricity deposits/ electrical fittings, etc.,			
8.	Extra collapsible gates / grill works etc.,			
9.	Potential Value, if any			
10.	Others			
Total.				1,93,50,000

Valuation Methodology

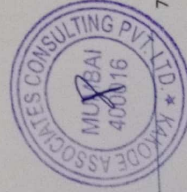
The method adopted for valuation of the residential premises is **Sales Comparison Method** in which the sales instances of the similar properties or properties with similar attributes in the same region are traced and the Market Rates are derived by using the experience and expertise of the valuer. Also, the valuation of the residential premises is based on the Present Market Value of the premises depending on the condition, location and other infrastructural facilities available at and around the said residential premises. We have considered the valuation on **Built-up Area** for the premises which is arrived after loading **20%** on the carpet area as identified in agreement.

The Market Value obtained in this report is defined as follows: Market Value is the estimated amount for which an asset could exchange on the date of valuation between a willing buyer and a willing seller in an Arm's length transaction after proper marketing wherein the parties had each acted knowledgeably and without compulsion. (As defined by the international Valuation Standards Committee, London). Thus, the characteristics of Market Value are-

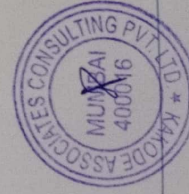
- It is a free will sale.
- It is an estimated amount and not a predetermined or an actual sale price.
- It is time-specific as on the given date.
- It depends on purpose of valuation.
- Buyer & seller are actuated by Business principles. They are unrelated and are acting independently.
- Asset would be exposed to the market in the most appropriate manner to affect its disposal at the best price possible.

The Realizable Value of the said Residential Premises is considered at **85%** of the Present Market Value of the said premises, while the Forced Sale Value for the said Residential Premises is considered at **75%** of its Present Market Value.

3.	Break-up for the rate Building + Services i) Land + others	INR 2,000 per sq. ft. INR 23,000 per sq. ft.						
4.	Guideline rate obtained from the Registrar's flat - Stamp Duty Ready Reckoner Rate 2021-22	INR 1,30,780 per sq. mtr. i.e. INR 12,150 per sq. ft. on Built up Area						
	Guideline Value (As per agreement)	<table border="1"> <thead> <tr> <th>Built-up Area in sq. ft.</th> <th>Flat Rate INR./sq. ft.</th> <th>Total Value INR</th> </tr> </thead> <tbody> <tr> <td>774</td> <td>12,150</td> <td>94,04,100</td> </tr> </tbody> </table>	Built-up Area in sq. ft.	Flat Rate INR./sq. ft.	Total Value INR	774	12,150	94,04,100
Built-up Area in sq. ft.	Flat Rate INR./sq. ft.	Total Value INR						
774	12,150	94,04,100						
VI. COMPOSITE RATE ADOPTED AFTER DEPRECIATION:								
a.	Depreciated Building Rate	INR 2,000 – INR 630 = INR 1,370 per sq. ft. on Built up Area						
	Replacement cost of flat with Services(v(3)(i) (Insurable Value)	INR 2,000 X 774 sq. ft. = INR 15,48,000						
	Age of the building	21 years (As per agreement)						
	Life of the building estimated	39 years depending on the regular preventive maintenance of the building						
	Depreciation percentage assuming the salvage value as 10%	31.50%						
	Depreciated Ratio of the building	68.50%						
b.	Total Composite rate arrived for valuation	Flat – INR 24,370 per sq. ft. on Built-up Area						
	Depreciated Building rate VI(a)	INR 1,370 per sq. ft.						
	Rate for Land & other V(3) ii	INR 23,000 per sq. ft.						
	Total Composite Rate	INR 24,370 per sq. ft. on Built-up Area. However, we have considered INR 25,000 per sq. ft. on Built-up Area for valuation purpose						



What is the area of the flat?		As per agreement/ Index II	As per measurements
11.	Flat No. 602	59.96 sq. mtr. i.e. 645 sq. ft. (Carpet Area)	645 sq. ft. (Carpet Area)
Area calculation for valuation			
	Flat No. 602	Carpet area In sq. ft.	Built-up area in sq. ft.
	Area considered for valuation	645	774
12.	Is it Posh/I Class/Medium/ Ordinary	774 sq. ft. (Built-up Area)	
13.	Is it being used for residential or residential purpose?	Medium Class	
14.	Is it owner occupied or let out?	Residential	
15.	If tenanted, what is the monthly rent?	Owner Occupied	
		N.A.	
VI. MARKETABILITY.			
1.	How is the marketability	Good	
2.	What are the factors favouring for an extra potential value?	Nil	
3.	Any negative factors observed which affect the Market Value in general	Nil	
V RATE			
1.	After analyzing the Comparable Sale instances, what is the composite rate for a similar flat with same specifications in the adjoining locality? (Along with details / reference of at least two latest deals/ transactions with respect to adjacent properties in the areas)	INR 24,500 to INR 25,500 per sq. ft. on Built-up Area	
2.	Assuming it is a new construction, what is the adopted basic composite rate of the flat under valuation after comparing with the specifications and other factors with the flat under comparison (Give details)	INR 25,000 per sq. ft. on Built-up Area	



11. Facilities available		1 lift is provided for the said building Available Available Stilt & Open space facility available for car parking No Paver block
RESIDENTIAL FLAT		
1. The floor in which the flat is situated		6 th Floor
2. Door number of the flat		Flat No. 602
3. Specification of the flat		RCC roof Vitrified flooring Plywood Standard Standard
4. Property Tax		Details not provided
Assessment No.		N. A.
Tax paid in the name of		N. A.
Tax amount		
5. Electricity service connection number		Details not provided
Meter Card is in the name of		
6. How is the maintenance of the flat?		Good
7. Sale Deed executed in the name of		Mr. Jatin Dinesh Sanghvi, Mrs. Jasprit Jatin Sanghvi & Mr. Jignesh Dinesh Sanghvi
8. What is the undivided area of land as per sale?		N.A.- Valuation is only for said residential flat
9. What is the plinth area of the flat		71.95 sq. mtr./i.e. 774 sq. ft. (Built-up area) (As per agreement) REIA
10. What is the floor space index (App.)?		As per local norms 2.0 JUL 2023



Ref.: SBI/761A

Date: 16.08.2021

To,
State Bank of India, SME MIDC,
Andheri East Branch, Mumbai.

K/a. Mr. Tushar Kauthalkar

Title Report

Borrower: M/s. Soham Electronics

**Mortgagor: (1) Mr. Jatin Dinesh Sanghvi (2) Mrs. Jasprit Jatin Sanghvi (3)
Mr. Jignesh Dinesh Sanghvi**

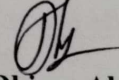
Re.: Flat No. C-602, admeasuring 59.96 Sq. Mtrs. Carpet Area equivalent to 645.25 Sq. Ft. carpet area equivalent to 71.95 Sq. Mtrs. Built-up area on the 6th Floor in the "C"-wing of the building No. 1 known as "Panchsheel Gardens" of Panchsheel Gardens Co-operative Housing Society Limited, situated at Mahavir Nagar, Dahanukarwadi, Kandivali (West), Mumbai 400067, Construction on land bearing Sector No. XII (part) of Layout Plan bearing Survey No. 163, CTS No. 128A/46 and 128A/46/1 of Village Kandivali, Taluka Borivali within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

Upon your instructions, we have caused the Search in respect of the captioned property in the concerned Sub-Registrar of Assurances office. Relying on the documents made available to us and the search report, we have prepared title report of the captioned property.

Please find enclosed Title Report, Receipt for inspection of records, original Search Report, Certified Copy along with our bill.

Thanking you.

For, The Legalist



Dhiren Akbari



Encl.: as above

The Legalist

Advocates & Consultants

Address: 1105, Prasad Chambers, Tata Road, Opera House, Mumbai - 400 004.

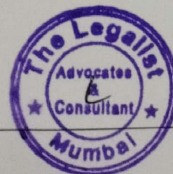
Tele Fax No. 022 - 23675761. E-mail: thearsgroup@gmail.com

Annexure-B

Report of Investigation of Title in respect of immovable Property
(All columns/items are to be completed/commented by the Advocate)

SBI/761A

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India, SME MIDC, Andheri East Branch, Mumbai.			
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Letter of Engagement Ref. No. SMEMIDC/2021-22/ADV/45621 dated 02.08.2021			
	c) Name of the Borrower.	M/s. Soham Electronics			
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security.	(1) Mr. Jatin Dinesh Sanghvi (2) Mrs. Jasprit Jatin Sanghvi (3) Mr. Jignesh Dinesh Sanghvi			
	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.)	Guarantors			
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	Flat No. C-602, admeasuring 59.96 Sq. Mtrs. Carpet Area equivalent to 645.25 Sq. Ft. carpet area equivalent to 71.95 Sq. Mtrs. Built-up area on the 6 th Floor in the "C"-wing of the building No. 1 known as "Panchsheel Gardens" of Panchsheel Gardens Co-operative Housing Society Limited, situated at Mahavir Nagar, Dahanukarwadi, Kandivali (West), Mumbai 400067, Construction on land bearing Sector No. XII (part) of Layout Plan bearing Survey No. 163, CTS No. 128A/46 and 128A/46/1 of Village Kandivali, Taluka Borivali within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.			
	a) Survey No.	Survey No. 163, CTS No. 128A/46 and 128A/46/1			
	b) Door/House no. (in case of house property)	Flat No. C-602, on the 6 th Floor in the "C"-wing of the building No. 1 known as "Panchsheel Gardens" of Panchsheel Gardens Co-operative Housing Society Limited, situated at Mahavir Nagar, Dahanukarwadi, Kandivali (West), Mumbai 400067.			
	c) Extent/ area including plinth/ built up area in case of house property	Admeasuring 59.96 Sq. Mtrs. Carpet Area equivalent to 645.25 Sq. Ft. carpet area equivalent to 71.95 Sq. Mtrs. Built-up area			
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Village Kandivali, Taluka Borivali within the Registration District and Sub-District of Mumbai City and Mumbai Suburban			
4.	a) Particulars of the documents scrutinized-serially and chronologically.				
	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.				
	Sr. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy,	In case of copies, whether the original was scrutinized



The Legalist

Advocates & Consultants

Address: 1105, Prasad Chambers, Tata Road, Opera House, Mumbai - 400 004.

Tele Fax No. 022 - 23675761. E-mail: thearsgroup@gmail.com

			etc.	by the advocate.
1	21.04.2006	Agreement for Sale dated 21.04.2006 executed between (1) Mrs. Alphonsa Felix Thattil (2) Mr. Felix Francis Thattil, therein as Transferors and (1) Mr. Jatin Dinesh Sanghvi (2) Mrs. Jasprit Jatin Sanghvi (3) Mr. Jignesh Dinesh Sanghvi, therein as Transferees, duly registered 2005 with Sub-registrar of Assurance as Document No. BDR-10/2989/2006 at Borivali-4.	Certified copy downloaded from government portal	Certified copy downloaded from government portal
2	21.04.2006	Registration Receipt bearing No. 2991 dated 21.04.2006 for Rs. 30,360/- in name of M/s. Jatin Dinesh Sanghvi	Photocopy	Photocopy Scrutinized by us
3	14.05.2001	Deed of Declaration dated 14.05.2001 executed between M/s. Panchsheel Developers, therein as Developer and (1) Mrs. Alphonsa Felix Thattil (2) Mr. Felix Francis Thattil, therein as Purchaser, ALONG WITH Agreement for Sale dated 06.01.2000, duly registered 2005 with Sub-registrar of Assurance as Document No. PBDR-2/2746/2001 at Borivali-1.	Photocopy	Photocopy Scrutinized by us
4	18.05.2001	Registration Receipt dated 18.05.2001 for Rs. 15,980/- in name of Mrs. Alphonsa Felix Thattil in respect of Document No. PBDR-2/2746/2001 at Borivali	Photocopy	Photocopy Scrutinized by us
5	02.11.2001	Occupation Certificate bearing No. CHE/A-2180/BP(WS)AR dated 02.11.2001 issued by Municipal Corporation of Greater Mumbai in respect of Building No.2 comprising of Wing K, L, M, N with part Ground + part Stilt + 8 upper floors and Wing J with part Ground + part Stilt + 7+ 8 part upper floors on Sub-Plot No.A Sector 12 on land bearing CTS No. 128A/46, 46/1, 47/1, 49, 49/1, 50 and 52 of Village Kandivali West	Photocopy	Photocopy Scrutinized by us
6	02.05.2003	Share Certificate bearing No. 78 dated 02.05.2003, issued by Panchsheel Garden Co-operative Housing Society Limited for 5(five) shares of Rs. 50/- each bearing distinctive nos. From 386 to 390 both inclusive, issued in names of Smt. Alphonsa Felix Thattil, duly transferred in names of (1) Mr. Jatin Dinesh Sanghvi (2) Mrs. Jasprit Jatin Sanghvi (3) Mr. Jignesh Dinesh Sanghvi on 21.04.2006	Photocopy	Photocopy Scrutinized by us
7	20.05.1999	Title Certificate dated 20.05.1999 issued by Daphtary Ferreira & Divan, Advocates & Solicitors, certifying the title of Mr. Anthony Winin Pereira & others in respect of land bearing Survey No. 163 pt, CTS No. 128A/46 and 128A/46/1 of Kandivali Village, Taluka Borivali, as clear and marketable and free from encumbrances subject to suit and lis pendence notice.	Photocopy	Photocopy Scrutinized by us
8	29.09.2014	Letter dated 29.09.2014 issued by Dena Bank to Soham Electronics handing over the title documents.	Photocopy	Photocopy Scrutinized by us



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5.	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.)	Certified copy downloaded from government portal verified. Receipts enclosed.
	b) i) 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?	Originals not verified.
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	Certified copy downloaded from government portal verified.
6.	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?	Yes
	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
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	SRO 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 in respect of the property in question?	No
8.	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. And 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)	Separate Sheet is attached herewith.
9.	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 ✓
10.	If leasehold, whether;	Not Applicable
	a) lease Deed is duly stamped and registered	Not Applicable
	b) 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	Not Applicable



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	superstructure (if applicable)?	
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable
	the mortgagor is competent to create charge on such property?	Not Applicable
	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.	If occupancy right, whether;	Not Applicable
	a) Such right is heritable and transferable,	Not Applicable
	b) Mortgage can be created.	Not Applicable
13.	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
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	Not Applicable
	a) The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions?	Not Applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	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
15.	a) In case of partition/family settlement deeds, 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 and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable
	d) 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
	e) 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
16.	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



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	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
17.	a) Whether the property is subject to any wakf rights?	No
	b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	No
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
18.	a) Where the property is a HUF/joint family property, 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
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19.	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 the trust in the matter.	Not Applicable
20.	a) If the property is Agricultural land, 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
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)?	No
22.	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
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No litigation found in search
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No



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	c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking?	No
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Not Applicable
	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
25.	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.	Not Applicable
	b) i) 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
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?	Not Applicable
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? Yes / No.	Not Applicable
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	Not Applicable
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
27.	a) Whether any POA is involved in the chain of title?	No
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not Applicable
	c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Not Applicable
	d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	Not Applicable
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not Applicable
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	Not Applicable
	ii. Whether the POA is a registered one?	Not Applicable
	iii. Whether the POA is a special or general one?	Not Applicable
	iv. Whether the POA contains a specific authority for execution	Not Applicable



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	of title document in question?	
	f) 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
	g) Please comment on the genuineness of POA?	Not Applicable
	h) The unequivocal opinion on the enforceability and validity of the POA.	Not Applicable
28.	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.	Not Applicable
29	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Flat
	a) Promoter's/Land owner's title to the land/ building;	Not Applicable
	b) Development Agreement/Power of Attorney;	Yes
	c) Extent of authority of the Developer/builder;	To sale
	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.;	Duly registered
	h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	i) Conveyance in favour of Society/ Condominium concerned;	Not found in search
	j) Occupancy Certificate/allotment letter/letter of possession;	Occupation Certificate of Building No.1 to be taken on record
	k) Membership details in the Society etc.;	Member of Panchsheel Garden Co-operative Housing Society Limited
	l) Share Certificates;	Share Certificate bearing No. 78 dated 02.05.2003, issued by Panchsheel Garden Co-operative Housing Society Limited for 5(five) shares of Rs. 50/- each bearing distinctive nos. From 386 to 390 both inclusive
	m) No Objection Letter from the Society;	NOC from Panchsheel Garden Co-operative Housing Society Limited
	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;	Yes with Panchsheel Garden Co-operative Housing Society Limited
	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
30.	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 encumbrances found in search



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31.	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.	Period covered under the Encumbrances Certificate is 30 Years.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Property tax bill and payment receipt to be taken on record.
33	a) Urban land ceiling clearance, whether required and if so, details thereon.	Not Applicable
	b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?	No notice of the pendency of any proceedings by Income Tax Department is produced to us. Declaration by mortgagor to this effect should be taken on record. In case of any pending proceedings, Certificate U/s 281 of the Income Tax Act, 1961 to be obtained.
34.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Not Applicable
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable
36	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
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Latest electricity bill and maintenance bill to be obtained
	a) Document in relation to electricity connection;	Not Applicable
	b) Document in relation to water connection;	Not Applicable
	c) Document in relation to Sales Tax Registration, if any applicable;	Not Applicable
	d) Other utility bills, if any.	Not Applicable
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	Valuation report may be referred
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Valuation report may be referred
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	Property is SARFAESI compliant (Y/N)	Yes
42.	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	Not Applicable



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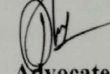
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	certified etc., as also any precaution to be taken by the Bank in this regard.	
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes
44.	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Not Applicable
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	(1) Mr. Jatin Dinesh Sanghvi (2) Mrs. Jasprit Jatin Sanghvi (3) Mr. Jignesh Dinesh Sanghvi
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	Not Applicable
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not Applicable
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable
	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

Date: -16.08.2021

Place: -Mumbai

For The Legalist


Advocate



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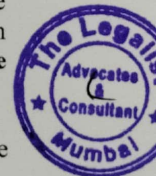
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Annexure-C: Certificate of title

1. I have examined the **Copies of Title Deeds** intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Equitable** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said **Equitable Mortgage** is created, it will satisfy the requirements of creation of **Equitable Mortgage** and I further certify that:
2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices./Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **1992 to 2021** pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of _____ (Specify the share of the Minor with Name). (Strike out if not applicable). **NOT APPLICABLE.**
8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower, **M/s. Soham Electronics.**
9. I certify that **(1) Mr. Jatin Dinesh Sanghvi (2) Mrs. Jasprit Jatin Sanghvi (3) Mr. Jignesh Dinesh Sanghvi** has an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable, **subject to existing charge of State Bank of India.**

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

Sr. No.	Particulars
1.	Agreement for Sale dated 21.04.2006 executed between (1) Mrs. Alphonsa Felix Thattil (2) Mr. Felix Francis Thattil, therein as Transferors and (1) Mr. Jatin Dinesh Sanghvi (2) Mrs. Jasprit Jatin Sanghvi (3) Mr. Jignesh Dinesh Sanghvi, therein as Transferees, duly registered 2005 with Sub-registrar of Assurance as Document No. BDR-10/2989/2006 at Borivali-4.
2.	Registration Receipt bearing No. 2991 dated 21.04.2006 for Rs. 30,360/- in name of M/s. Jatin Dinesh Sanghvi
3.	Deed of Declaration dated 14.05.2001 executed between M/s. Panchsheel Developers, therein as Developer and (1) Mrs. Alphonsa Felix Thattil (2) Mr. Felix Francis Thattil, therein as Purchaser, ALONG WITH Agreement for Sale dated 06.01.2000, duly registered 2005 with Sub-registrar of Assurance as Document No. PBDR-2/2746/2001 at Borivali-1.
4.	Registration Receipt dated 18.05.2001 for Rs. 15,980/- in name of Mrs. Alphonsa Felix Thattil in respect of Document No. PBDR-2/2746/2001 at Borivali



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5	Original Share Certificate bearing No. 78 dated 02.05.2003, issued by Panchsheel Garden Co-operative Housing Society Limited for 5(five) shares of Rs. 50/- each bearing distinctive nos. From 386 to 390 both inclusive, issued in names of Smt. Alphonsa Felix Thattil, duly transferred in names of (1) Mr. Jatin Dinesh Sanghvi (2) Mrs. Jasprit Jatin Sanghvi (3) Mr. Jignesh Dinesh Sanghvi on 21.04.2006.
6	Copy of Occupation Certificate of Building No.1
7	Original NOC from Panchsheel Garden Co-operative Housing Society Limited for creation of charge on captioned property
8	Copy of the latest Electricity Bill
9	Copy of the latest society maintenance bill
10	Copy of the latest property tax assessment bill and payment 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.

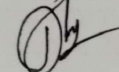
SCHEDULE OF THE PROPERTY (IES)

Flat No. C-602, admeasuring 59.96 Sq. Mtrs. Carpet Area equivalent to 645.25 Sq. Ft. carpet area equivalent to 71.95 Sq. Mtrs. Built-up area on the 6th Floor in the "C"-wing of the building No. 1 known as "Panchsheel Gardens" of Panchsheel Gardens Co-operative Housing Society Limited, situated at Mahavir Nagar, Dahanukarwadi, Kandivali (West), Mumbai 400067, Construction on land bearing Sector No. XII (part) of Layout Plan bearing Survey No. 163, CTS No. 128A/46 and 128A/46/1 of Village Kandivali, Taluka Borivali within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

Date: -16.08.2021

Place: -Mumbai

For, The Legalist


Advocate



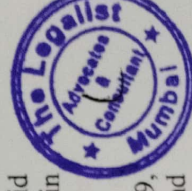
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ANNEXURE-1 FLOW OF TITLE

1. It is observed from the documents submitted to us and from the recital of the agreement that by virtue of and under an Agreement dated 14.06.1980 varied and modified by a Memorandum of Understanding dated 14.06.1980 and a Supplemental Agreement dated 28.07.1988, the Owners nominated, constituted and appointed and granted to Conwood Agencies Private Limited the development rights in respect of the land admeasuring 4,60,146.90 square metres comprise in Survey No. 163, C.T.S. No. 123 of Kandivali Village, Taluka Borivli in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as "the Lager Property) inter alia providing that Conwood Agencies Private Limited shall be entitled from time to time to transfer and/or assign its right, title and interest in and benefit of the said Agreement and/or the development rights in respect of the Larger Property or any part or parts thereof to any third party.
2. It is further recited that under Chapter XX-C of the Income Tax Act, 1961, the Appropriate Authority has, by a Certificate bearing No. APPA/946/Cert/86-87 dated 25.02.1987 Certified that it has no objection to the transfer of the Larger Property.
3. It is further recited that pursuant to the said Agreement, the Owners executed in favour of Conwood Agencies Private Limited and its nominees an irrevocable Power of Attorney dated 28.07.1988 for development of the said Larger Property by and under the said Agreement including inter alia the power to substitute and appoint from time to time one or more Attorneys with the same or limited powers.
4. It is further recited that by an Order bearing No. ULC-1089(3285)D-XIII dated 20.10.1989 varied and modified by the Order dated 22.3.1991 and Corrigendum Order dated 14.10.1992 and by Order bearing No.ULC-1094/5724/ULC-1 dated 13.9.1996 (hereinafter referred to as "the Exemption Order"), the Government of Maharashtra, accorded to the Owners permission under the provisions of Section 20(1) of the Urban Land (Ceiling & Regulation) Act, 1976 for development of the said Larger Property upon the terms and conditions therein contained.
5. It is further recited that by an Order No. DLN/LND/B.8066 dated 01.10.1992 issued by Sub-Divisional Officer, Bombay Suburban District, the user of the Larger Property has **been** converted to Non-agricultural user.
6. It is further recited that the Larger Property is divided into several sectors. The D.P. Reservations on the said land were reallocated vide approvals by EEDP bearing Order Nos. CHE/7043/DPWS of 02.04.1992; CHE/7036/DPWS of **18.11.93** and revised layout for the said land was approved vide CHE/384/LOR dated 14.3.96 by Dy. Che (B.P). The DP. Reservations were reallocated again and were approved by EEDP vide **Order No. CHE/265/DPWS/P&R of 05.06.98**. As **per the** approved layout/ reallocations **the** said land stands divided into several sectors numbered serially containing plots as shown in the plan.
7. It is further recited that by virtue of nine different Agreements dated 03.04.1999, 05.04.1999, 08.04.1999, 10.04.1999, 12.04.1999, 13.04.1999, 14.04.1999, 15.04.1999 and 16.04.1999, subject to terms and conditions therein contained, Conwood Agencies Private Limited granted to M/s. Paneshheel Developers (hereinafter "Developer") the development rights in respect of Plot Nos. D, E, F, G, H, I, J K and L aggregating to 14,590.40 square metres forming Part of the Larger Property (hereinafter referred to as "Smaller Property") with right to develop, construct and sell additional areas on the said Smaller Property by constructing 6530.31 square metres FSI generated from area; falling under reservations of D.P Road within the layout of the Lager property as granted under agreement dated 16.04.1999 and put the Developer in possession of the Smaller Property and executed in favour of the Developer and its nominees an irrevocable Power of Attorneys dated 16.04.1999 and 17.04.1999 for development, on the said Smaller Property and sell, convey etc. the constructed areas thereon.



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8. It is observed that Title Certificate dated 20.05.1999 was issued by Daphitary Ferreira & Divan, Advocates & Solicitors, certifying the title of Mr. Anthony Winni Pereira & others in respect of land bearing Survey No. 163 pt, CTS No. 128A/46 and 128A/46/1 of Kandivali Village, Taluka Borivali, as clear and marketable and free from encumbrances subject to suit and lis pendence notice.
9. It is observed that by an Agreement for Sale dated 06.01.2000, executed between M/s. Panchsheel Developers, therein as Developer and (1) Mrs. Alphonsa Felix Thattil (2) Mr. Felix Francis Thattil, therein as Purchaser, said Developer agreed to sale and transfer Flat No. C-602, admeasuring 59.96 Sq. Mtrs. Carpet Area equivalent to 645.25 Sq. Ft. carpet area on the 6th Floor in the "C"-wing of the building No. 1 known as "Panchsheel Gardens", situated at Mahavir Nagar, Dahanukarwadi, Kandivali (West), Mumbai 400067, Construction on land bearing Sector No. XII (part) of Layout Plan bearing Survey No. 163, CTS No. 128A/46 and 128A/46/1 of Village Kandivali, Taluka Borivali within the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter "**said Flat**") for consideration and on terms and conditions statedtherein.
10. It is observed that said Agreement for Sale dated 06.01.2000 was adjudicated and stamped and by Deed of Declaration dated 14.05.2001 executed between M/s. Panchsheel Developers, therein as Developer and (1) Mrs. Alphonsa Felix Thattil (2) Mr. Felix Francis Thattil, therein as Purchaser, duly registered 2005 with Sub-registrar of Assurance as Document No. PBDR-2/2746/2001 at Borivali-1, said Agreement for Sale dated 06.01.2000 was admitted and confirmed by the parties.
11. We have been provided copy of Occupation Certificate bearing No. CHE/A-2180/BP(WS)AR dated 02.11.2001 issued by Municipal Corporation of Greater Mumbai in respect of Building No.2 comprising of Wing K, L, M, N with part Ground + part Stilt + 8 upper floors and Wing J with part Ground + part Stilt + 7+ 8 part upper floors on Sub-Plot No.A Sector 12 on land bearing CTS No. 128A/46, 46/1, 47/1, 49, 49/1, 50 and 52 of Village Kandivali West. **It is observed that said Occupation Certificate is in respect of Building No. 2 whereas as per said Agreement, said Flat is situated in Building No.1. Bank to take on record Occupation Certificate in respect of Building No.1.**
12. It is observed that the flat purchasers of the said building formed themselves into a society namely Panchsheel Garden Co-operative Housing Society Limited under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/W-R/HSG/TC/11714/2002-2003 dated 25.07.2002 (hereinafter "**said Society**").
13. It is observed that said Smt. Alphonsa Felix Thattil was admitted as member of the said Society and a Share Certificate bearing No. 78 dated 02.05.2003, was issued by Panchsheel Garden Co-operative Housing Society Limited for 5(five) shares of Rs. 50/- each bearing distinctive nos. From 386 to 390 both inclusive, issued in names of Smt. Alphonsa Felix Thattil, (hereinafter "**said Shares**").
14. It is observed that by an Agreement for Sale dated 21.04.2006 executed between (1) Mrs. Alphonsa Felix Thattil (2) Mr. Felix Francis Thattil, therein as Transferors and (1) Mr. Jatin Dinesh Sanghvi (2) Mrs. Jasprit Jatin Sanghvi (3) Mr. Jignesh Dinesh Sanghvi, therein as Transferees, duly registered 2005 with Sub-registrar of Assurance as Document No. BDR-10/2989/2006 at Borivali-4, said Transferors agreed to sale and transfer said Flat and said Shared to the said Transferee for consideration and on terms and conditions stated therein.
15. It is observed that said (1) Mr. Jatin Dinesh Sanghvi (2) Mrs. Jasprit Jatin Sanghvi (3) Mr. Jignesh Dinesh Sanghvi were admitted as members of the said Society and said Shares were duly transferred in names of (1) Mr. Jatin Dinesh Sanghvi (2) Mrs. Jasprit Jatin Sanghvi (3) Mr. Jignesh Dinesh Sanghvi on 21.04.2006.
16. It appears from the documents that said Flat was mortgaged with Dena Bank. However, it appears that by Letter dated 29.09.2014, said Dena Bank has handed over the title documents of the said Flat.



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17. Subject to what is stated hereinabove and relying on the documents submitted to us and the search caused in the concerned Sub-registrar office, we are of the opinion that (1) **Mr. Jatin Dinesh Sanghvi** (2) **Mrs. Jasprit Jatin Sanghvi** (3) **Mr. Jignesh Dinesh Sanghvi** have marketable title free from all encumbrances to the said property.



For, The Legalist

A handwritten signature in black ink, appearing to read "Dhiren Akbari".

Dhiren Akbari
Partner

The Legalist

Advocates & Consultants

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Ref.: SBI-761A

Date: 16.08.2021

To,
State Bank of India,
Mumbai.

SEARCH REPORT

Sub:Flat No. C-602, admeasuring 59.96 Sq. Mtrs. Carpet Area equivalent to 645.25 Sq. Ft. carpet area equivalent to 71.95 Sq. Mtrs. Built-up area on the 6th Floor in the "C"-wing of the building No. 1 known as "Panchsheel Gardens" of Panchsheel Gardens Co-operative Housing Society Limited, situated at Mahavir Nagar, Dahanukarwadi, Kandivali (West), Mumbai 400067, Construction on land bearing Sector No. XII (part) of Layout Plan bearing Survey No. 163, CTS No. 128A/46 and 128A/46/1 of Village Kandivali, Taluka Borivali within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

I have search taken from 1992 to 2021 (30 years), Challan No.MH004986561202122E & MH004798670202122Efor Rs. 750/-within the Sub-Registrar Office Borivali.

AT BORIVALI SUB REGISTRAR OFFICE FROM 1992 TO 2021 (30 YEARS) COMPUTER - BORIVALI

1992	-	ENTRY
Affidavit Scheduled Property	of	Av Rs. -/- Land bearing CTS No. 128/A of Village Kandivali
Name of Party		Mr. Dilip Nagindas Shah of Konwood Agency Private Limited & POA of A. W. Parera And
Exe Date:		20.03.1992
Reg Date:		14.05.1992
Document Serial No.		PBDR/2642/1992

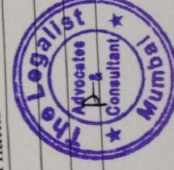
1993	-	ENTRY
Affidavit Scheduled of Property	Av Rs. -/-	Land bearing CTS NO. 128/A, Survey No. 163 of Village Kandivali West
Name of Party		M/s. Conwood Agency Private Limited & A Parera& others through its POA Dilip N. Shah And
Exe Date:		19.01.1993
Reg Date:		17.05.1993
Document Serial No.		Mumbai Bandra (BDRO)/146/1993

1994 to 2000 - Nil - No Entry
2001 - ENTRY

Deed of Confirmation Scheduled of Property	Av Rs. -/-
Flat No. 60 R on the 6 th Floor in the C-wing situated at CTS No. 128/A/1, 128/A/1/2, 128/A/2 to 91, admeasuring 645.25 Sq. Mtrs. area of Village Kandivali	
Name of Party	Shantaram M Chandiwade And
Exe Date:	Alphosa Felix Thattil& Felix Francis Thattil 14.05.2001
Reg Date:	14.05.2001
Document Serial No.	Borivali-1(PBDR-2)/2746/2001

2002 to 2005

Nil - No Entry



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2006 - ENTRY

Agreement	Av Rs. 34,00,000/-
Scheduled of Property	Flat No. C-602, admeasuring 71.95 Sq. Mtrs. built-up area on the 6 th Floor of the building known as "Panchsheel Garden Co-operative Housing Society Limited" situated at Mahaviragar, Dahanakarwadi, Kandivali West, Mumbai 400067 (CTS No. 128) of Village Kandivali
Name of Party	Alphosa Felix Thattil & Felix Francis Thattil And Jatin Dinesh Sanghavi, Jasprit Jatin Sanghavi & Jignesh Dinesh Sanghavi
Exe Date:	21.04.2006
Reg Date:	21.04.2006
Document Serial No.	Borivali-4/2989/2006

2007 to 2005 - Nil - No Entry

Note:-

1. Index II of Power of Attorney and Will is not available in records.
2. The computerized records of Sub-Registrar of Assurances are not maintained properly.
3. Index-II (Manual & computerized) are missing from the records and hence this search report is based upon the available Index-II and subject to torn records/ missing records.

Yours truly,

For, The Legalist

(AV)

Avichal Gajera

