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Vastukala Consultants (I) Pvt. Ltd.

Valuation Report of the Immovable & Movable Property



Details of the property under consideration:

Name of Client: **Mrs. Vidhi Tejas Khandhar**

Non-Agricultural Land bearing Survey No. 62, Hissa No. 1-A of Village – Karnala, Apta Road, Mumbai – Goa Highway, Village - Karnala, Taluka – Panvel, District - Raigad, PIN – 410 221, Maharashtra, India.

Longitude Latitude: 18°50'49.5"N 73°05'46.1"E

Intended User:

**State Bank of India
SARB Churchgate**

6th Floor, International 16, Maharshi Karve Road, Churchgate,
Mumbai – 400 020, Maharashtra, India

Our Pan India Presence at :

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BI-001, U/B Floor, BOOMERANG, Chandivali Farm Road,
Powai, Andheri East, **Mumbai:** 400072, (M.S), India

+91 2247495919

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Valuation Report / SBI / SARB Churchgate/ Mrs. Vidhi Tejas Khandhar (013595/2310169) Page 2 of 48

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Vastu/Mumbai/01/2025/013595/2310169
22/18/288-SOSKM
Date: 22.01.2025

VALUATION OPINION REPORT

This is to certify that the property bearing Non-Agricultural Land bearing Survey No. 62, Hissa No. 1-A of Village – Karnala, Apta Road, Mumbai – Goa Highway, Village - Karnala, Taluka – Panvel, District - Raigad, PIN – 410 221, Maharashtra, India belongs to **Mrs. Vidhi Tejas Khandhar**.

Boundaries of the property.

North : Apta Road
South : Open Plot
East : Open Plot
West : Mumbai-Goa Highway

Considering various parameters recorded, existing economic scenario, and the information that is available with reference to the development of neighborhood and method selected for valuation, we are of the opinion that, the property premises can be assessed and valued for SARFAESI Securitization and reconstruction of financial assets and enforcement of security interest Act, 2002 purpose at ₹ **8,54,00,000.00 (Rupees Eight Crore Fifty Four Lakh Only)**.

The valuation of the property is based on the documents produced by the concern. Legal aspects have not been taken into considerations while preparing this valuation report.

Hence certified

For VASTUKALA CONSULTANTS (I) PVT. LTD.

Director

Auth. Sign.

Sharadkumar B. Chalikwar

Govt. Reg. Valuer
Chartered Engineer (India)
Reg. No. (N) CCIT/1-14/52/2008-09
SBI Empanelment No.: SME/TCC/2021-22/85/13
Encl: Valuation report.



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Vastukala Consultants (I) Pvt. Ltd.B1-001, U/B Floor, **Boomerang**, Chandivali Farm Road, Powai, Andheri (East), Mumbai – 400072.

To,
The Branch Manager,
State Bank of India
 SARB Churchgate
 6th Floor, International 16,
 Maharshi Karve Road, Churchgate,
 Mumbai - 400020, Maharashtra, India.

VALUATION REPORT (IN RESPECT OF OPEN LAND ONLY)

I	General	
1.	Purpose for which the valuation is made	: As per the request from State Bank of India, SARB Churchgate to assess Fair Market Value of the property for SARFAESI securitization and reconstruction of financial assets and enforcement of security interest Act, 2002 Purpose.
2.	a)	Date of inspection : 11.01.2025
	b)	Date on which the valuation is made : 22.01.2025
3.	List of documents produced for perusal	
	1. Copy of Deed of Gift dated 18.05.2017 between Mrs. Bharati Surendra Khandhar (The Donor) and Mrs. Vidhi Tejas Khandhar (The Donee). 2. Copy of Previous Valuation Report Ref. No. 502 / SBI / VPG / BMG / 2017-2018 dated 24.08.2017 issued by VPG Valuers & Engineers. 3. Copy of N.A. Order dated 18.03.2017 issued by District Collector Raigad, Alibuag. 4. Copy of 7/12 Extract Ferfar No. 1354 dated 21.11.2022 in the name of Mrs. Bharati Surendra Khandhar. 5. Copy of Mortgage Deed dated 29.11.2017 in the name of Mrs. Vidhi Tejas Khandhar. 6. Copy of Application u/s 14 of Securitisation & Reconstruction of Financial Assets & Enforcement of Security Interest Act 2002 For Taking Physical Possession of Immovable Properties (Secured Assets) dated 25/03/2021.	
4.	Name of the owner(s) and his / their address (es) with Phone no. (details of share of each owner in case of joint ownership)	: Mrs. Vidhi Tejas Khandhar Non-Agricultural Land bearing Survey No. 62, Hissa No. 1-A of Village – Karnala, Apta Road, Mumbai – Goa Highway, Village - Karnala, Taluka – Panvel, District - Raigad, PIN – 410 221, Maharashtra, India. Sole Ownership
5.	Brief description of the property (Including Leasehold / freehold etc.)	:
	The property is located in a developing commercial area having basic infrastructure, well connected by road and train. The immovable property comprises of freehold Non-Agricultural Land. It is located at about 18.8 km. travelling distance from Panvel railway station. Land As per Mortgage Deed Land Area is 1 Hectare 22 Ares i.e. 12,200.00 Sq. M.	

6.	Location of property	:	
	a) Plot No. / Survey No.	:	Non-Agricultural Land bearing Survey No. 62, Hissa No. 1-A of Village – Karnala
	b) Door No.	:	-
	c) T.S. No. / Village	:	Village – Karnala
	d) Ward / Taluka	:	Taluka – Panvel
	e) Mandal / District	:	District – Raigad
7.	Postal address of the property	:	Non-Agricultural Land bearing Survey No. 62, Hissa No. 1-A of Village – Karnala, Apta Road, Mumbai – Goa Highway, Village - Karnala, Taluka – Panvel, District - Raigad, PIN – 410 221, Maharashtra, India.
8.	City / Town	:	Village – Karnala, Taluka – Panvel, District - Raigad
	Residential area	:	Yes
	Commercial area	:	No
	Industrial area	:	No
9.	Classification of the area	:	
	i) High / Middle / Poor	:	Middle Class
	ii) Urban / Semi Urban / Rural	:	Urban
10.	Coming under Corporation limit / Village Panchayat / Municipality	:	Grampanchayat Karnala
11.	Whether covered under any State / Central Govt. enactments (e.g., Urban Land Ceiling Act) or notified under agency area/ scheduled area / cantonment area	:	No
12.	In Case it is Agricultural land, any conversion to house site plots is contemplated	:	N.A.
13.	Boundaries of the property		Actual As per document
	North	:	Apta Road Survey No. 62/1 B
	South	:	Open Plot Survey No. 66/1 A and Survey No. 66/2
	East	:	Open Plot Survey No. 62/1/2
	West	:	Mumbai Goa Highway Survey No. 64 & 65 / 1A
14.1	Dimensions of the site		N. A. as the land under consideration is irregular in shape.
			A B
			As per the Deed Actual
	North	:	- -
	South	:	- -
	East	:	- -
	West	:	- -
14.2	Latitude, Longitude & Co-ordinates of property	:	18°50'49.5"N 73°05'46.1"E
14.	Extent of the site	:	As per Mortgage Deed Land Area is 1 Hectare 22
15.	Extent of the site considered for Valuation (least of 14A& 14B)	:	Ares i.e. 12,200.00 Sq. M.

16	Whether occupied by the owner / tenant? If occupied by tenant since how long? Rent received per month.	:	Under bank possession
II	CHARACTERSTICS OF THE SITE		
1.	Classification of locality	:	Middle Class
2.	Development of surrounding areas	:	Normal
3.	Possibility of frequent flooding/ sub-merging	:	No
4.	Feasibility to the Civic amenities like School, Hospital, Bus Stop, Market etc.	:	All available nearby
5.	Level of land with topographical conditions	:	Plain
6.	Shape of land	:	Irregular
7.	Type of use to which it can be put	:	For Commercial purpose
8.	Any usage restriction	:	For Commercial purpose
9.	Is plot in town planning approved layout?	:	Copy of approved plan not provided for our verification.
10.	Corner plot or intermittent plot?	:	Intermittent
11.	Road facilities	:	Yes
12.	Type of road available at present	:	B.T. Road
13.	Width of road – is it below 20 ft. or more than 20 ft.	:	Below 20 ft. Wide Road
14.	Is it a Land – Locked land?	:	No
15.	Water potentiality	:	Information not available
16.	Underground sewerage system	:	May be available
17.	Is Power supply being available in the site	:	No
18.	Advantages of the site	:	Located in developing area
19.	Special remarks, if any like threat of acquisition of land for public service purposes, road widening or applicability of CRZ provisions etc. (Distance from sea-cost / tidal level must be incorporated)	:	No
Part – A (Valuation of land)			
1	Size of plot	:	As per Mortgage Deed Land Area is 1 Hectare 22 Ares i.e. 12,200.00 Sq. M.
	North & South	:	-
	East & West	:	-
2	Total extent of the plot	:	As per Mortgage Deed Land Area is 1 Hectare 22 Ares i.e. 12,200.00 Sq. M.
3	Prevailing market rate (Along With details / reference of at least two latest deals / transactions with respect to adjacent properties in the areas)	:	₹ 6,000.00 to ₹ 8,000.00 per Sq. M. Details of recent transactions/online listings are attached with the report.
4	Guidelines Rates from Government Portal (evidence thereof to be enclosed)	:	₹ 5,150.00 per Sq. M.
	In case of variation of 20% or more in the valuation proposed by the valuer and the Guideline value provided in the State Govt. notification or Income Tax Gazette justification on variation has to be given.	:	It is a foregone conclusion that market value is always more than RR prices. As the RR rates are fixed by respective state governments for computing stamp duty / regn. Fees. Thus, the rates differ from place to place and location. Amenities

		as per se evident from the fact that even RR rates decided by Govt. differ.
5	Assessed / adopted rate of valuation	: ₹ 5,150.00 per Sq. M.
6	Estimated value of land	: ₹ 6,28,30,000.00
Part – B (Valuation of Building)		
1	Technical details of the building	:
	a) Type of Building (Residential / Commercial / Industrial)	: N.A. being valuation of land only
	b) Type of construction (Load bearing / RCC / Steel Framed)	: N.A. being valuation of land only
	c) Year of construction	: N.A. being valuation of land only
	d) Number of floors and height of each floor including basement, if any	: N.A. being valuation of land only
	e) Plinth area floor-wise	: N.A. being valuation of land only
	f) Condition of the building	: N.A. being valuation of land only
	i) Exterior – Excellent, Good, Normal, Poor	: N.A. being valuation of land only
	ii) Interior – Excellent, Good, Normal, Poor	: N.A. being valuation of land only
	g) Date of issue and validity of layout of approved map	: N.A. being valuation of land only
	h) Approved map / plan issuing authority	: -
	i) Whether genuineness or authenticity of approved map / plan is verified	: -
	j) Any other comments by our empanelled valuers on authentic of approved plan	: No

Specifications of construction (floor-wise) in respect of

Sr. No.	Description	
1.	Foundation	: N.A. being valuation of land only
2.	Basement	: N.A. being valuation of land only
3.	Superstructure	: N.A. being valuation of land only
4.	Joinery / Doors & Windows (Please furnish details about size of frames, shutters, glazing, fitting etc. and specify the species of timber	: N.A. being valuation of land only
5.	RCC Works	: N.A. being valuation of land only
6.	Plastering	: N.A. being valuation of land only
7.	Flooring, Skirting, dado	: N.A. being valuation of land only
8.	Special finish as marble, granite, wooden paneling, grills etc.	: N.A. being valuation of land only
9.	Roofing including weather proof course	: N.A. being valuation of land only
10.	Drainage	: N.A. being valuation of land only
2.	Compound Wall	:
	Height	: N.A. being valuation of land only
	Length	: N.A. being valuation of land only
	Type of construction	: N.A. being valuation of land only
3.	Electrical installation	:
	Type of wiring	: N.A. being valuation of land only
	Class of fittings (superior / ordinary / poor)	:

	Number of light points	:	
	Fan points	:	
	Spare plug points	:	
	Any other item	:	-
4.	Plumbing installation		
	a) No. of water closets and their type	:	N.A. being valuation of land only
	b) No. of wash basins	:	
	c) No. of urinals	:	
	d) No. of bath tubs	:	
	e) Water meters, taps etc.	:	
	f) Any other fixtures	:	

Part – C (Extra Items)		:	Amount in ₹
1.	Portico	:	N.A. being valuation of land only
2.	Ornamental front door	:	
3.	Sit out / Verandah with steel grills	:	
4.	Overhead water tank	:	
5.	Extra steel / collapsible gates	:	
	Total		

Part – D (Amenities)		:	Amount in ₹
1.	Wardrobes	:	N.A. being valuation of land only
2.	Glazed tiles	:	
3.	Extra sinks and bath tub	:	
4.	Marble / ceramic tiles flooring	:	
5.	Interior decorations	:	
6.	Architectural elevation works	:	
7.	Paneling works	:	
8.	Aluminum works	:	
9.	Aluminum hand rails	:	
10.	False ceiling	:	
	Total		

Part – E (Miscellaneous)		:	Amount in ₹
1.	Separate toilet room	:	N.A. being valuation of land only
2.	Separate lumber room	:	
3.	Separate water tank / sump	:	
4.	Trees, gardening	:	
	Total		

Part – F (Services)		:	Amount in ₹
1.	Water supply arrangements	:	N.A. being valuation of land only
2.	Drainage arrangements	:	
3.	Compound wall	:	
4.	C.B. deposits, fittings etc.	:	
5.	Pavement	:	
	Total		

Government Value

Particulars	Area in Sq. M.	Rate in ₹	Value in ₹
Land	12,200.00	7,000.00	8,54,00,000.00
Total			8,54,00,000.00

Total abstract of the entire property

Part – A	Land	:	₹ 8,54,00,000
Part – B	Scarp value of building	:	-
Part – C	Compound wall	:	-
Part - D	Amenities	:	-
Part – E	Pavement	:	-
Part – F	Services	:	-
	Fair Market Value	:	₹ 8,54,00,000
	Realizable Value	:	₹ 7,25,90,000
	Distress Sale Value	:	₹ 5,97,80,000
	Insurance Value	:	-
Remarks	<ol style="list-style-type: none"> At the time of site inspection, internal visit / inspection not allowed hence our report is based on external site visit and documents provided by the bank only. Exact property could not be identified and located by us as neither customer nor the banker accompanied us during site visit. We have visited the property location based upon details from previous valuation report provided to us by the bank. For the purpose of valuation, we have considered the Land Area as per Mortgage Deed. As per NA order, the above property coming under Recreational & Tourism Development Zone (RTDZ) and this property is affected by Reservation for Higher Secondary School (HS) & College. As there is usage restrictions on the said property as stated above, the marketability / saleability of property is a big concern. As exact land parcel and boundaries for the same could not be identified, it is not clear whether direct road access is available or not. As per plan attached to Gift Deed, major portion of the said land under consideration is shown as Tala (Lake / natural water body) which will affect the marketability. As per satellite image, the adjoining land of lake is shown as Zoomlion India Warehouse. Accordingly, it could not be verified that the said land is in whose possession. It is recommended to obtain separate legal opinion and physical survey of land for location the land and its boundaries. As per 7/12 extract downloaded from Govt. Website, the name of mortgager is strike off and present owner is mentioned as Bharati Surendra Khandar. Copy of this downloaded 7/12 extract is attached with this report for your ready reference. Separate legal opinion in this regard is advised. 		

The cost approach is a Real Property Valuation method which considers the value of a property as the cost of the land plus the replacement cost of the building (construction costs) minus the physical and functional depreciation. This approach is most commonly used for real estate properties that are not easily sold like schools, hospitals, and government buildings.

Land cost can be estimated using the Sales Comparison Approach by studying recent sales of land close to the subject property, and these sales should be comparable in size and location with subject property.

There are different ways to estimate replacement costs, the most common being finding out the cost to build a square foot of comparable properties multiplied by the total square footage of the building. The cost approach is commonly used for Residential Bungalow, Industrial Building and properties mentioned above.

As the property is an industrial land and building thereof, we have adopted Cost approach Method for the purpose of valuation. The Price for similar type of property in the nearby vicinity is in the range of ₹ 6,000.00 to ₹ 8,000.00 per Sq. M. for land Considering the rate with attached report, current market conditions, demand and supply position, Land size, location, sustained demand for land, all round development of commercial and industrial application in the locality etc. We estimate ₹ 7,000.00 per Sq. M. for Land,

The saleability of the property is: Normal
Likely rental values in future in: N.A.
Any likely income it may generate: N.A.

For VASTUKALA CONSULTANTS (I) PVT. LTD.

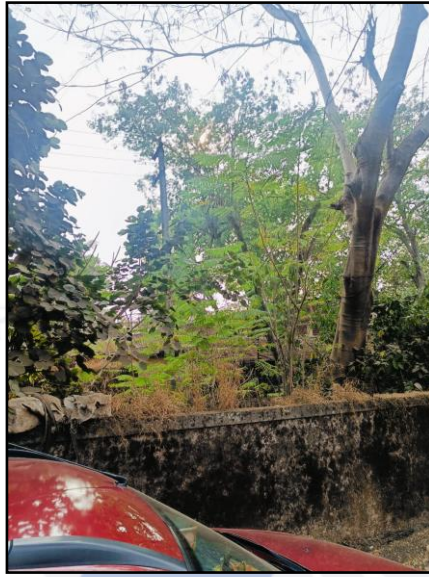
Director

Auth. Sign.

Sharadkumar B. Chalikwar

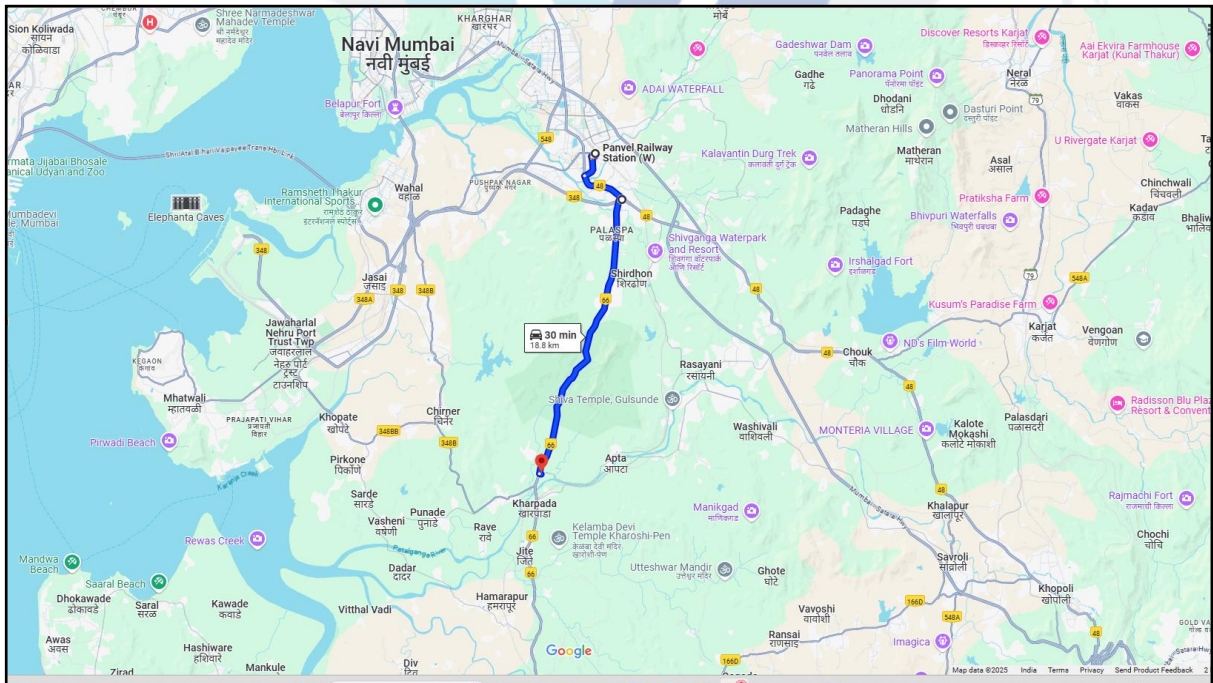
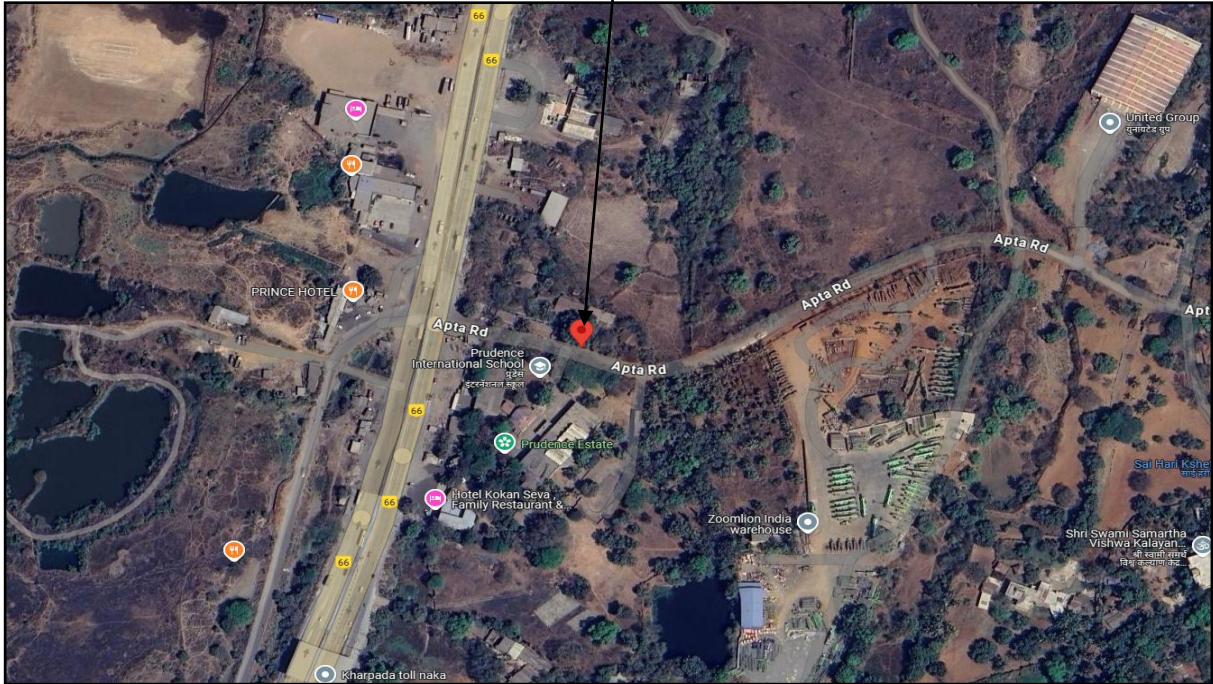
Govt. Reg. Valuer
Chartered Engineer (India)
Reg. No. (N) CCIT/1-14/52/2008-09
SBI Empanelment No.: SME/TCC/2021-22/85/13

Actual Site Photographs



Route Map of the property

Site.u/r



Longitude Latitude: 18°50'49.5"N 73°05'46.1"E

Note: The Blue line shows the route to site from nearest Railway Station (Panvel – 18.8 Km)




Since 1989

Vastukala Consultants (I) Pvt. Ltd.

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READY RECKONER RATE



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Government of Maharashtra

नोंदणी व मुद्रांक विभाग
महाराष्ट्र शासन



Annual Statement of Rates Ver. 2.0 (बाजारमूल्य दर पत्रक आवृत्ती 2.0)

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Year Language

Selected District

Select Taluka

Select Village

Search By Survey No. SubZones

Enter Survey No

उपविभाग	खुली जमीन	निवासी सदनिका	ऑफ़िस दुकाने औद्योगिक			एकक (Rs./)	Attribute
1/4 - महामार्गांलगतच्या रहिवास व इतर तत्सम वापरतील विकास क्षमतेच्या जमिनी	5150	40500	53300	58700	53300	चौ. मीटर	सर्वेक्षण नंबर
1/8 - रहिवास व इतर तत्सम वापरतील विकास क्षमतेच्या जमिनी	4900	0	0	0	0	चौ. मीटर	सर्वेक्षण नंबर


Price Indicators



Source	Magicbricks.com
Property	Residential Land
Plot Area	1,000.00 Sq. Ft. i.e., 92.90 Sq. M.
Rate	₹ 6,997.00 per Sq. M.

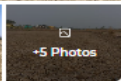
magicbricks
Buy ▾ Rent ▾ Sell ▾ Home Loans ▾

₹ 6.5 Lac ₹ 650/sqft [EMI - ₹ 3k](#) | [Can I afford it?](#)

1000 Sq-ft Residential Plot/Land For Sale in [Palaspa, Navi Mumbai](#) [View on map](#)





+5 Photos

8 Floors allowed

Plot Area	Dimensions(L X B)	No Of Open Sides
1000 sqft	25 X 40	4
Any Construction Done	Boundary Wall	Type Of Ownership
No	No	Freehold
Overlooking	Transaction Type	
Main Road	New Property	

Contact Agent
Get Phone No.

More Details

Price	₹ 6.5 Lac
Booking Amount	₹ 51,000
Address	Near palaspa Phata, Palaspa, Navi Mumbai - Central Navi Mumbai, Maharashtra
Landmarks	Near Palaspa Phata
RERA ID	0
Width of road facing	40m
Floors allowed for construction	8

[View all details ▾](#)

Description: Investment Plots in Panvel Rate 6.5 Lac Location Pala spa Phata Immediate Saledeed Separate Sat bara Best for Commercial , Residential Purpose

Contact Agent

Price Indicator

Source	99acres.com
Property	Residential Land / Plot
Plot Area	1,089.00 Sq. Ft. i.e., 101.17 Sq. M.
Rate	₹ 8,155.00 per Sq. M.

99acres Buy | Enter Locality / Project / Society / Landmark | Post property FREE

Home > Property in Navi Mumbai > Plots in Navi Mumbai > Plots in Panvel > Plots in Palaspe Phata

₹8.25 Lac @ 757 per sq.ft. Residential Land/Plot for Sale
in Palaspe Phata, Panvel

Estimated EMI ₹6,589

RERA STATUS NOT AVAILABLE | Website: <https://maharera.maharashtra.gov.in/>

ZAMINDAR FIVE STAR REALTY LLP
ZAMINDAR FIVE STAR
FEATURED DEALER | Member Since Dec, 2024

Contact Dealer FREE

Ready to move Property | Posted on Jan 10, 2025

Property (4)

Dimensions
Plot area 1089 sq.ft. (101.17 sq.m.)
l x b : 33.00 ft. (10.06 mt.) x 3.00 ft. (0.91 mt.)

Price
₹ 8.25 Lac
@ 757 per sq.ft. (All inclusive, Negotiable)

Address
Palaspe Phata, Panvel

Authority approved
Yes

No. of Open Sides
4

Overlooking
Main Road, Others

Possession
Immediate

Boundary wall
Yes

3 people already contacted this week

Places nearby
Palaspe Phata, Panvel | View All (50)

K Mall | PANCHAMUKHI SRI HANUMAN MANDIR | Axis bank ATM | Syndicate bank ATM | Chembur nagarik sahakari


Why you should consider this property?

Key Highlights of the property

- Overlooking Main Road
- Rain Water Harvesting
- Feng Shui/ Vaastu Compliant

N.A. Order

Revenue &
Forest dep.
Mah.



महाराष्ट्र शासन
महसूल व वन विभाग
जिल्हाधिकारी व जिल्हादंडाधिकारी कार्यालय, रायगड - अलिबाग
हिराकोट तळयाजयळ, अलिबाग, ता.अलिबाग, जि.रायगड ४०२ २०१
✦ ई-मेल : tahasildarmahasul@gmail.com ✦
✦ दुरधनी क्र : ०२१४१-२२२११८/२२२०९७/२२२३२२ ✦ फॅक्स क्र : ०२१४१-२२७४५१ ✦

क्र.मशा/एल.एन.ए.१(ब)/नजयना मान्यता/एस.आर. ०१/२०१७ दिनांक : १६/०३/२०१७

वाचले :-

- १) श्रीमती भारती सुरेंद्र खंदार, रा.पुढेन्स इंटरनॅशनल स्कूल, आपटा फाटा, पो.बारापाडा, पनवेल, ता.पनवेल, जि.रायगड यांचा दिनांक ०४/०२/२०१७ चा अर्ज.
- २) तहसूलदार यांचेकडील पत्र क्र.जमीनवाच/कात-१/३५५१/२०१७/ १४३, दि.०६/०३/२०१७.
- ३) महायुक्त नगरपालिका, (नवी मुंबई विमानतळ प्रभावित अधिसूचित क्षेत्र व शोपटा न्यू टाऊन) सिडको,सिडको भवन सीबीडी, चेलापूर नदी मुंबई यांनी अर्जदार यांना दिलेले पत्र नं.सिडको/वेना/झेड सी एस/२०१७/५३४७, दि.०३/०१/२०१७ अन्ये दिलेला इमोन दाखला.
- ४) महसूल व वन विभागाकडील सन २०१७ चा महाराष्ट्र अध्यादेश क्रमांक २ दि.०५/०१/२०१७ (महाराष्ट्र जमीन महसूल संहिता, १९६६ यात आणखी सुधारणा करण्यासाठी अध्यादेश) जारी करणेत आलेले असून उक्त अध्यादेशातील नमुद कलम "४२ ब (२)" (महाराष्ट्र जमीन महसूल संहिता, १९६६ कलम ४२ ब (२)) प्रमाणे.
- ५) या कार्यालयाकडील मंजूर टिपणी दिनांक १६/०३/२०१७.

आदेश

मात्रे कर्नाळा (तारा) तालुका पनवेल येथील स्थालील वर्णनाची जमीन भारती सुरेंद्र खंदार यांच्या नाचे हक्कनादीग दाखल आहे.

स.नं.	हि.नं.	क्षेत्र - (हे.आर)	आकार - (रु.पैसे)	कच्चेदाराचे नाव
६२	१/अ	१-२२-०	३.३५	भारती सुरेंद्र खंदार
६१	१/ब	०-३४-६	४.२५	भारती सुरेंद्र खंदार
एकूण क्षेत्र		१-५६-६		

श्री.नेत्रस खंदार, रा.पुढेन्स इंटरनॅशनल स्कूल, आपटा फाटा, पो.बारापाडा, पनवेल, ता.पनवेल, जि.रायगड यांनी वर नमुद केलेल्या मिळकतीची अकृषिक आकारणी निर्धारित करून मिळण्याची विनंती केल्या आहे.

महाराष्ट्र शासनाचे महसूल व वनविभागाकडील सन २०१७ चा महाराष्ट्र अध्यादेश क्रमांक २ दि.०५/०१/२०१७ (महाराष्ट्र जमीन महसूल संहिता, १९६६ यात आणखी सुधारणा करण्यासाठी अध्यादेश) जारी करणेत येऊन उक्त संहिता कलम ४२अ नंतर कलम ४२ब, व ४२क हे नव्याने समाविष्ट करणेत आलेले आहे. नव्याने सुधारणा करण्यात आलेल्या कलम ४२ब नुसार अर्जदार यांनी मीजे कर्नाळा(तारा), ता.पनवेल येथील स.नं.६२/१अ, १ब व ६१/१/ब या मिळकतीचा अकृषिक आकारणी निर्धारित करण्याची वसूल करण्याची अर्जदार यांनी विनंती केल्या आहे.

महाराष्ट्र शासनाचे महसूल व वनविभागाकडील सन २०१७ चा महाराष्ट्र अध्यादेश क्रमांक २ दि.०५/०१/२०१७ (महाराष्ट्र जमीन महसूल संहिता, १९६६ यात आणखी सुधारणा करण्यासाठी अध्यादेश) अध्यादेशातील कलम "४२ ब (२)" वरील प्रमाणे



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कारणासाठी क्षेत्रात अंतिम विकास योजना प्रसिध्द केल्यावर आणि, जेव्हा अंतिम विकास योजना मोर्चे प्रसिध्द करण्यात आली असेल तेथे प्रारंभाच्या दिनांकानंतर, जिल्हाधिकारी, या चाचणी केलेल्या अर्जावरून क्विटा स्वतःहून कलम ४७ अ मध्ये नमूद केलेल्या दगने रुपांतरण कर आणि त्या विकास योजनेत दर्शविलेल्या वापरण्याच्या आधारे, असा जमिनीची अकूपिक आकारणी निर्धारित करित क्विटा निर्धारित करण्याची व्यवस्था करील आणि त्याचायतचा भरणा करण्यासाठी संबंधित भोगवटादाराला त्याचायतचा एक नॉटिस देईल. अशी तसतूद आहे.

प्रकरणा अर्जदार यांनी सादर केलेल्या कागदपत्राचे अवलोकन केले असता, मोजे कर्नाळा (तारा), ता.पनवेल येथील स.नं. ६२/१अ क्षेत्र १-२२-० व ६३/१-२ क्षेत्र ०-३४-६ हे.आर. या क्षेत्राचे अधिकार अभिलेख तपासणी केली असता, सादर मिळकती या "भोगवटादार वर्ग -१" म्हणून धारण केलेल्या आहेत.

प्रकरणासोबत सादर केलेले सहाय्यक नगररचनाकार, (नवी मुंबई विमानतळ प्रभावित अधिसूचित क्षेत्र व खोपटा न्यु टाऊन) सिडको,सिडको भवन सीबीडी, बेलापूर नवी मुंबई यांनी अर्जदार यांना दिलेले पत्र नं.सिडको/नेना/डोड रो एस/२०१७/५३४७, दि.०३/०१/२०१८ नुसार सट्टर मिळकती या खोपटा न्यु टाऊन च्या मंजूर विकास योजनेनुसार "RECREATIONAL & TOURISM DEVELOPMENT ZON (RTDZ) & RECREATIONAL & TOURISM DEVELOPMENT ZON (RTDZ), AFFECTED BY RESERVATION FOR HIGHER SECONDARY SCHOOL (HS) & COLLEGE AND ROAD PASSING THROUGH S.NO." या विभागात (Zone मध्ये) नमोविष्ट असल्याचा दाखला दिलेला आहे.

त्यानुसार अर्जदार यांना या कार्यालयाकडील क्रमांक:मशा/एल.एन.ए.१(ब)/ ४६९५०८/२०१७, दि.१८/०२/२०१७ अन्वये नॉटिस देऊन सहाय्यक नगररचनाकार, (नवी मुंबई विमानतळ प्रभावित अधिसूचित क्षेत्र व खोपटा न्यु टाऊन) सिडको, नवी मुंबई यांच्या अंतिम विकास आराखड्या नुसार "खोपटा न्यु टाऊन च्या मंजूर विकास योजनेनुसार "RECREATIONAL & TOURISM DEVELOPMENT ZON (RTDZ) & RECREATIONAL & TOURISM DEVELOPMENT ZON (RTDZ), AFFECTED BY RESERVATION FOR HIGHER SECONDARY SCHOOL (HS) & COLLEGE AND ROAD PASSING THROUGH S.NO." या विभागात (Zone मध्ये) नमोविष्ट आहे. सादरचा वापर हा "वाणिज्य" प्रयोजनामध्ये येत असल्याने अर्जदार यांना सट्टर मिळकतीसोबत "वाणिज्य" अकूपिक आकारणी तहसिलदार पनवेल यांजकडे जमा करण्याचायत कळविण्यात आलेले होते.

प्रकरणा तहसिलदार पनवेल यांनी पत्र दि.०६/०३/२०१७ अन्वये अर्जदार यांना तलाठी सजा कळव घेथे दि.२०/०२/२०१७ रोजी दिलेल्या पत्रान्वये अर्जदार श्रीम.भारती सुरेंद्र खंदार यांजकडून मोजे कर्नाळा (तारा), ता.पनवेल येथील स.नं. ६२/१अ आणि ६२/१-२ या जमीन मिळकतीचा अकूपिक आकारणो जमा केल्याचायत चलनाची प्रती सादर केलेली आहे. असा अहवाल सादर केलेले आहे.

थराल वस्तुस्थितीचा विचार घेता, महाराष्ट्र शासनाचे महसूल व धन विभागाकडील सन २०१७ चा महाराष्ट्र अध्यादेश क्रमांक २ दि.०५/०१/२०१७ (महाराष्ट्र जमीन महसूल संहिता, १९६६ यात आणखी सुधारणा करण्यासाठी अध्यादेश) अध्यादेशातील कलम "४२ ब (२)" प्रमाणे जिल्हाधिकारी यांना प्राप्त झालेल्या अधिकारानुसार तसेच अर्जदार/ जमीन मालक यांची जमीन सहाय्यक नगररचनाकार, (नवी मुंबई विमानतळ प्रभावित अधिसूचित क्षेत्र व खोपटा न्यु टाऊन) सिडको,सिडको भवन सीबीडी, बेलापूर नवी मुंबई यांचे पत्राप्रमाणे "वाणिज्य" वापर विभागात येत असल्याने व अर्जदार यांनी आवश्यक तो "वाणिज्य" आकार जमा केला असल्याने श्रीमती भारती सुरेंद्र खंदार यांस झालील जमीन "वाणिज्य" अकूपिक वापराने रुपांतरित करण्यात आली असल्याचे मान्यता झालीली शर्तीवर देण्यात येत आहे.

गावाचे नाव	स.नं.	हि.नं.	क्षेत्र - (हे.आर)	आकार - (रु.पसे)
मोजे कर्नाळा (तारा),	६२	१अ	१-२२-०	३-३५
ता. पनवेल	६३	१/२	०-४४-५	४-२५
		एकूण क्षेत्र	०-१८-५	

शर्ती :

- महाराष्ट्र जमीन महसूल अधिनियम १९६६ व त्याखालील नियमाव अन्वये राहून "वाणिज्य" या कारणासाठी अकूपिक वापराने रुपांतरित करण्यास मान्यता देण्यात आलेली आहे.
- ज्या कारणासाठी वापराने रुपांतरित करण्यास परवानगी देण्यात आलेली आहे त्याच कारणासाठी प्रस्तुत जमीन व त्यासोबत बांधकामाचा उपयोग केला जाईजे. जमिनीचा भंग अगर त्यातील बांधकामाचा

N.A. Order

कोणताही भाग नियोजित उपयोगाखेरीज अन्य अकृषिक उपयोगाकडे जिऱ्हाधिकारी यांच्या पूर्वे मंजूरीखेरीज वापरना कामा नये. या शर्तीसाठी बांधकामाच्या वापरारंभन अकृषिक जमिनीच्या उपयोग कोणता हे दर्शविणेत येईल.

३. प्रस्तुत जमिनीची प्लॉटची अगर सब प्लॉटची विभागणी जिऱ्हाधिकारी यांच्या पूर्वे मंजूरीशिवाय करता कामा नये.
४. शरील जमिनीच्या क्षेत्रातील बांधकामाचा नकाशा महाराष्ट्र जमीन महसूल (जमीनीच्या वापरानील बदल व अकृषिक आकारणी) नियम १९६९ मधील परिशिष्ट दोन मधील तरतुदीम अनुसरून तयार करून तो बांधकाम सुरू करण्यापूर्वी संबंधित नियोजन प्राधिकरण यांच्याकडून मंजूर करून घेतला पाहिजे. त्या मंजूर नकाशाप्रमाणे बांधकाम करणे आवश्यक राहिल.
५. जोपर्यंत संबंधित नियोजन प्राधिकरण यांच्याकडून प्रस्तुत जमिनीची बांधकाम/विकास परवानगी जमिनीमध्ये कोणताही वापर अथवा विकास, फेरबदल करता येणार नाही.
६. प्रस्तुत जमिनीस सिआरझेडच्या तरतुदी लागू होत असल्यास संबंधित यक्षम प्राधिकरणाची परवानगी घेणे अर्जदार/जमीनमालक यांचेवर बंधनकारक राहिल.
७. जमिनीच्या केलेल्या अकृषिक आकारणीत आवश्यक असेल तेथे नियोजन प्राधिकरणाने दिलेल्या विकास कामाच्या परवानगीनुसार सुधारणा करण्यात येईल. आणि त्या प्रयोजनासाठी प्रत्येक प्रकरणांमध्ये अशी परवानगी देण्यात आल्यापासून किंवा त्यात सुधारणा केल्यापासून, कोणताही असल्यास ३० दिवसांच्या आत, जिऱ्हाधिकार्याला अशा विकास कामाच्या परवानगीची प्रत सादर करणे हे नियोजन प्राधिकरणासाठी अनिवार्य आहे.
८. जर शासनाने विकास योजनेत सुधारणा किंवा फेरबदल केला असेल तर त्या विकास योजनेत दर्शविलेल्या वापरगच्या आधारे जमिनीच्या केलेल्या अकृषिक आकारणीत सुधारणा करण्यात येईल आणि त्याचा एक परिणाम म्हणून विकास योजनेत दर्शविलेल्या जमिनीच्या वापरात अशी सुधारणा किंवा फेरबदल केल्याच्या दिनांकापासून बदल होईल.
९. अर्जदार यांनी जरूर ती मोजणी फी भरून मोजणी करणे बंधनकारक आहे. अकृषिक जमिनीचे डिमांडेशन करून झेपण घ्याले पाहिजे.
१०. जमिनीची सर्वे खात्यामार्फेत प्रत्यक्ष मोजणी झाल्यानंतर जर क्षेत्र व शिन्शेती आकार यात बदल होत असेल तर त्याप्रमाणे जरूर ते बदल करून घेणे अर्जदार यांचेवर बंधनकारक राहिल.
११. जर अर्जदार वरीलपैकी कोणत्याही शर्तीचे उल्लंघन करील तर सदर कायद्यातील तरतुदी व सरकारी दरावाच्ये अर्जदार ज्या कोणत्याही इतर शिऱ्हेस पात्र असेल त्या शिऱ्हेस बाधा न येता जिऱ्हाधिकारी हे फर्मावितील त्याप्रमाणे डंड किंवा आकारणी केली असता सदरहू जमीन अर्जदार यांच्या भोगवट्यात घालू देण्याचा अधिकार जिऱ्हाधिकारी यांचा आहे.
१२. प्रकरणी समाविष्ट अधिकार अभिलेखाच्या अनुषंगाने खरेदीदार यांनी सादर केलेल्या शेतकरी असल्याच्या पुराव्यांची पडताळणी तहसिलदार यांनी त्यांचे स्तरावर करावी. प्रकरणी शेतकरी असल्याबाबतच्या पुराव्याच्या अनुषंगाने कोणताही अनियमितता अढळून आल्यास नियमानुसार उचित कायदाही करावी. तसेच कोणत्याहीवेळी खरेदीदाराने सादर केलेले शेतकरी असल्याचे पुरावे अवैध ठरल्यास हे आदेश आर्पोआपच रद्दबातल ठरतील.
१३. स्पष्ट आदेश हे उपलब्ध पीक पहाणी दर्शविणारे गाय न.नं.७/१२ व त्यानुषंगाने उपलब्ध फेरफार यांचे आधार देण्यात येत आहे. प्रकरणी अनुपलब्ध कागदपत्रांमुळे अथवा अन्य कोणत्याही बाबीमुळे भविष्यात जमीनीसंदर्भात/ बांधकामाबाबत/ हद्दीबाबत/ क्षेत्र- बाबत/अधिकार अभिलेखाबाबत/ मालकीबाबत/ बांधकामाबाबत तसेच न्यायलयीन याद निर्माण झाल्यास त्याची सर्वेस्वो जबाबदारी अर्जदार/जमीनमालक यांची राहिल, तसेच प्रकरणी होणारे न्यायनिर्णयांचे पालन करणे अर्जदारांस बंधनकारक राहिल.
१४. महाराष्ट्र शेतजमीन(जमीन धारणा काल मर्यादा)अधिनियम १९६१, मुंबई कूलचिहाट व शेतजमीन अधिनियम १९४८, मुंबई धारणा जमिनीचे तुकडे वाडण्याम प्रतिबंध करणेबाबत अधिनियम १९४८, शास्तीय वन अधिनियम १९२७, महाराष्ट्र खाजगी वन(संपादन)अधिनियम १९७५, वन(संरक्षण)अधिनियम १९८०, पुरावण (संरक्षण)अधिनियम १९८६, भूमि संपादन अधिनियम १९८४ मधील तरतुदींचा भंग झाल्यास सदरची परवानगी रद्द समजावी.
१५. प्रस्तुत परवानगी ही प्रचलित मुंबई कूल चिहाट व शेतजमीन अधिनियम १९४८ महाराष्ट्र खेलेज पंचायत अँक्ट, म्युनिसिपल अँक्ट व टाउन प्लॅनिंग अँक्ट त्यातील तरतुदींस जोडून राहून देणेत आलेली आहे.

N.A. Order

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१६. महाराष्ट्र अनुसूचित जमातींना जमीन प्रत्यापित (Restoration) करणे अधिनियम १९६७ व महाराष्ट्र अनुसूचित जमातींना जमीन प्रत्यापित (Restoration) करणे नियम १९७५: मधील तरतुदींचा भंग होणार नाही. तसेच महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम ३६ व ३६अ चा भंग होणार नाही म्हणजेच अनुसूचित जमातींतील व्यक्तींकडून करणेत येणाऱ्या वहीवाटींचे हस्तांतरण होणार नाही याची अर्जदार यांनी दक्षता घ्यावी.

१७. भारतीय वन अधिनियम १९२७ मधील कलम ३५(३) व ३५(१) अथवा अन्य तरतुदीनुसार अथवा महाराष्ट्र खाजगी वने संपादन अधिनियम १९७५ व वनसंयर्धन अधिनियम १९८० मधील तरतुदांप्रमाणे वरील जमीन वनजमिन असल्याचे निदर्शनास आल्यास ही परवानगी आपोआप रद्द झाली असे समजण्यात यावे.

१८. वरीलप्रमाणे सर्व नियम, अधिनियम, शासन निर्णय, परिपत्रके यांना अनुसरून अर्जदार यांना मादर केलेली माहिती अपुरी, चुकीची, खोटी असल्याचे कोणत्याही टप्प्यावर निदर्शनास आल्यास या आदेशान्वये दिलेली परवानगी आपोआप रद्द होईल. याचाबतचे सर्व दाईत्व अर्जदार यांचेवर राहिल. त्यास शासन अथवा कोणतेही शासकीय अधिकारी, कर्मचारी जबाबदार असणार नाहीत. अर्जदार हे फौजदारी व दिवाणी कारवाईस पात्र राहतील.

१९. या चिन्शेती परवानगी आदेशातील सर्व शर्ती अर्जदार/मालक/भूखंडधारक यांच्यावर बंधन- कारक राहतील. वरील शर्तीचा अगर सनदेतील शर्तीचा अर्जदार यांने भंग केल्यास चिन्शेती परवानगी रद्द करण्यात येईल व पाखोराज अर्जदार हे जमीन महसूल कायदा व त्याखालील नियम, सरकारी ठराव व आदेशाप्रमाणे कारवाई व दंडास पात्र होतील.

२०.



सही/- XXX
(शीतल तेली-उगले)
जिल्हाधिकारी रायगड
अलिबाग

प्रति:- श्रीमती भारती सुरेंद्र खंदार, रा.पुडेन्स इंटरनेशनल स्कूल, आपटा फाटा, पो.धारापाडा, पनवेल, ता.पनवेल, जि.रायगड यांस माहितीसाठी.

प्रति:- तहसिलदार पनवेल यांचेकडे पुढील कार्यवाहीसाठी

२/- याकामी अर्जदार यांचेकडून "वाणिज्य" अकृषिक वापरात रुपांतरीत करण्यात आली असल्याचे अर्जदार यांनी भरणा केलेल्या दि. २०/०२/२०१७ पासून मान्यात येत असल्याची नोंद अधिकार अभिलेख घेण्यात यावी. तसेच सदर आदेशातील अटी व शर्तीचा अर्जदार यांनी भंग केल्यास नियमोचीत ती कार्यवाही करण्यात येऊन केलेल्या कार्यवाहीचाबत तात्काळ या कार्यालयाकडे कळविण्यात यावे.

प्रति:- उप अधिक्षक भूमि अभिलेख, पनवेल यांजकडे माहितीसाठी रवाना.

प्रति:- सहाय्यक संचालक, नगर रचना, रायगड-अलिबाग यांजकडे माहितीसाठी सरनेह रवाना.

प्रति:- सहाय्यगी नियोजनकार, नवी मुंबई विमानतळ प्रभावित अधिसूचित क्षेत्र, सिडको, सिडको भवन सीबीडी, बेनापुर नवी मुंबई यांस माहितीसाठी.

प्रति:- तलाठी सत्रा पोयंजे, ता.पनवेल यांना माहितीसाठी व पुढील जरूर त्या कार्यवाहीसाठी.

प्रति:- उप वनसंरक्षक, अलिबाग यांजकडे माहितीसाठी व जरूर त्या कार्यवाहीसाठी.

प्रति:- मा. विभागीय आयुक्त, कोकण विभाग, कोकण भवन, नवी मुंबई यांजकडे माहितीसाठी सविनय सादर.

प्रति:- सह संचालक, नगर रचना, मुल्यांकन, कोकण विभाग, कोकण भवन, तिरारा भजला, कक्ष क्र.२१३, सीबीडी, नवी मुंबई ४०० ६१४ यांजकडे रवाना.

प्रति:- एल.एन.ए. हॅण्ड फाईलसाठी.

जिल्हाधिकारी रायगड करीता.

7/12 Extract of Survey No. 62/1/A

अहवाल दिनांक : 03/12/2024

गाव नमुना सात (अधिकार अशिलेख पत्रक)
 [महाराष्ट्र जमीन महसूल अधिकार अधिलेख खाणि नोंदवद्दा (वधार करणे व सुस्थितीय ठेवणे) निघम, १९७१ चाटील निघम ३,५,६ खाणि ७]

गाव :- कर्नाळा (553498)
PU-ID : 29889557585

तालुका :- पनवेल

जिल्हा :- रायगड

भूमापन क्रमांक व उपविभाग : 62/1/अ

भू-धारणा पध्दती : भोगवटदार वर्ग-1

शेताचे स्थानिक नाव : _____

क्षेत्र, एकक व आकारणी	खाते क्र.	भोगवटदारचे नाव	क्षेत्र	आकार	पो ख	फे फा	कुळ, खंड व इतर अधिकार
क्षेत्राचे एकक : अर चौ.मी. चौ.से.मी. जमीन क्षेत्र : 122.00 आकारणी : 12.20	[536]	[वर्षावासुदेव चाटील सुदेव-वसुदेव-चाटील सुदेव-श्रीवसुदेव-चाटील नरेश-वसुदेव-चाटील शेता-संविधान-अद्वार सतिश-वसुदेव-चाटील सुपलता-वासुदेव-चाटील कल्याणी-वसुदेव-चाटील जेनीनल-विनायक-जेनीन-सागाईक क्षेत्र	1-14-09	3-35	6-09-49	(942) (942) (942) (942) (942) (942) (942) (942) (942)	कुळाचे नाव व खंड इतर अधिकार प्रस्तुत केलेले नाही. शेताचा वेवचार क्रमांक : 1354 व दिनांक : 21/11/2022
	[537]	[भारती सुरेख-खंडार	1-22-00	1220.00	1	(1135)
	[546]	[विनी-वेवळ-खंडार	1-22-00	1220.00	1	(1284)
	677	भारती सुरेख-खंडार	1.22.00	1220.00		(1284)

दुने वेवचार क्र. (454 X 474 X 502 X 591 X 662 X 764 X 897 X 942 X 1084 X 1087 X 1113 X 1120 X 1126 X 1132 X 1136 X 1323 X 1358 X 1620 X 2294 X 2429 X 2949) सीमा आणि प्रमाणन चिन्हे :

सुचना : या संकेतस्थळावर दर्शविलेली माहिती ही कोणत्याही शासकीय अथवा कायदेशीर बाबीसाठी वापरता येणार नाही.

गाव नमुना बारा (पिकांची नोंदवद्दी)
 [महाराष्ट्र जमीन महसूल अधिकार अधिलेख खाणि नोंदवद्दा (वधार करणे व सुस्थितीय ठेवणे) निघम, १९७१ चाटील निघम २९]

गाव :- कर्नाळा (553498)

तालुका :- पनवेल

जिल्हा :- रायगड

भूमापन क्रमांक व उपविभाग : 62/1/अ

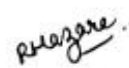


वर्ष	हंगाम	खाता क्रमांक	पिकाचा प्रकार	पिकाचे नाव	जल सिंचित	अजल सिंचित	जल सिंचनाचे साधन	स्वरूप	क्षेत्र	शेरा
(१)	(२)	(३)	(४)	(५)	(६)	(७)	(८)	(९)	(१०)	(११)
2019-20	संपूर्ण वर्ष				हे.खार. चौ.मी	हे.खार. चौ.मी		विनयशेती	1.2200	

टीप : * सदरची नोंद मोबाइल अॅप द्वारे घेणेत आलेली आहे
 सुचना : या संकेतस्थळावर दर्शविलेली माहिती ही कोणत्याही शासकीय अथवा कायदेशीर बाबीसाठी वापरता येणार नाही.



Mortgage Deed

MEMORANDUM FOR RECORDING CREATION OF MORTGAGE BY DEPOSIT OF TITLE DEEDS		SME-5
1	Borrower's Name (<i>Father's /Husband's name also to be mentioned</i>)	Manav Greys Exim Pvt Ltd
2	Borrower's address	Regd Office – A-2/348/49 Shah & Nahar Ind Estate, Dhanraj Mill Compound, N M Joshi Marg, Lower Parel, Mumbai 400013 Admin Office – A-2/348/49 Shah & Nahar Ind Estate, Dhanraj Mill Compound, N M Joshi Marg, Lower Parel, Mumbai 400013
3	Mortgagors' Name (<i>Father's /Husband's name also to be mentioned</i>)	Mrs. Vidhi Tejas Khandhar
4	Mortgagors' address	Tej Gaurav House Plot No 109, Telang Road Matunga, Mumbai 400019
5	Name, age and designation of the person creating the mortgage, for and on behalf of the Mortgagor/ representing the Company /Firm/Trust/HUF/ Society, etc.	Mrs. Vidhi Tejas Khandhar –Director of Manav Greys Exim Pvt Ltd
6	Amount secured by the mortgage (In figures & in words)	Rs.9,75,00,000/- (Rupees Nine Crore Seventy Five Lacs only) plus interest, enhanced interest, fees, commission, charges, costs and expenses including the legal costs (hereinafter referred to as "the Mortgage Debt ")
7	Date of deposit of title-deeds	29.11.2017
8	Name of the Bank's Official with whom the title deeds were delivered to and deposited by the Mortgagor/s	State Bank of India, Speical SIB Ghatkopar (West) Branch LBS Marg, Ghatkopar (West), Mumbai-400 086 (M.S.) (Full address to be given)
9	Place of Deposit of title-deeds	Specialised SIB Ghatkopar
10	Full description of the mortgaged property (<i>Note: In addition to Land & Buildings, if fixed Plant & Machinery is also given, then, full description with identification marks, should be recorded</i>)	Survey no 62, Hissa no 1-A, admeasuring 1-22-0 H-R-P & Survey No. 61, Hissa no. ½, admeasuring 0-34-60 H-R-P, totally admeasuring 1-56-6 H-R-P, situated at Village Karnala, Tal. Panvel, Dist, Dist Raigad, within the village limits of Panvel Municipal Council, Sub Registration District & registration district Raigad.
	Details of title deeds deposited e. g. Name & Date of the Title Deed Registration No: Names of the Parties	As per Annexure

Mortgage Deed

1. That on the above date the mortgagor called on the Branch and delivered to and deposited with the above-authorized officer of the Bank the above title deeds with intent to create security by way of mortgage by deposit of title deeds in favour of the Bank.
2. The Mortgagor confirmed that the mortgage shall secure all earlier, present and future credit facilities, granted or continued or that may be granted or continued under or in respect of the mortgage debt and that it shall subsist notwithstanding the granting of totally new limits, facilities or account/s coming into credit, or inter-changeability of limits, cancellation of certain limits, etc.
3. The Mortgagor confirmed that the maximum amount intended to be secured by the mortgage was for the purpose of Section 79 of the Transfer of Property Act, 1882, and for no other purpose.
4. While making the deposit, the Mortgagor stated that the title deeds so deposited were the only title deeds in the possession, power and control of the Mortgagor in respect of the mortgaged properties.
5. The Mortgagor further stated that the property is in his actual possession and he has a clear and marketable title thereto, free from all encumbrances and save the charge/s created in favour of the Bank, there are no mortgages, charges, lien, lease or other encumbrances or attachments thereon nor such encumbrances shall be created in whatsoever manner or attachment allowed to be levied on the mortgaged properties, so long as the Borrower continues to be indebted or liable to the Bank.
6. The Mortgagor confirmed that if more than one property has been mortgaged, then each of the properties shall be liable as joint and several charge for the satisfaction of the mortgaged debt.
7. The mortgagor confirmed that no proceedings for recovery of any statutory dues, taxes, etc. was initiated in the past nor any proceeding or levy or tax is pending against the Mortgagor under the Income Tax Act, 1961 or the Sales Tax Laws, and that no notice has been issued / or served on the Borrower under Rules 2, 16 or 51 or any other Rules of the Second Schedule to the Income Tax Act, 1961, or under any other law for the time being in force.

Witnesses:

For and on behalf of State Bank of India

Pragati



CREDIT SUPPORT OFFICER,
Signature, Name and Designation of the Officer
Dated 29.11.2017

For and on behalf of State Bank of India

[Signature]



RELATIONSHIP MANAGER (ME)
Signature, Name and Designation of the Officer
Dated 29.11.2017

Scheduled Page of Mortgage Deed

Plot bearing Survey No. 62, Hissa No 1A of Village Karnala, Panvel – Mumbai-Goa Highway, Near Prudence International School, Apta Phata, Tal. Panvel, Dist. Raigad.

Boundaries of the Property as Under:

Towards North : Open Land Survey No. 62/1/A
Towards South : Open Land Survey No. 66
Towards East : Open Land Survey No. 62/2
Towards West : Open Land Survey No. 62/1/B

Details of Title deeds

1. Original Deed of Conveyance dt 23.09.1999 executed between Mr. Jayaram Ganpat Patil & Mrs. Bharati Surendra Khandhar and duly registered bearing Serial No. PVL-3109/1999, with Registration receipt, Stamp Duty and Index II (In respect of Survey No. 62, Hissa No 1A, admeasuring 1-22-0 H-R-P).
2. Original Deed of Conveyance dt 23.09.1999 executed between Mrs. Narmada Jayaram Patil & Mrs. Bharati Surendra Khandhar and duly registered bearing at Serial No. PVL-3110/1999 (Of Survey No. 61, Hissa No 1/2, admeasuring 0-34-60 H-R-P)
3. Original deed of Gift executed between Mrs. Bharathi Surendra Khandhar, as the Donor and Mrs. Vidhi Tejas Khandhar, as the Donee dated 18.05.2017 registered at Serial No. PVL4-4996/2017 with Registration receipts, Stamp Duty and Index II.
4. Original 7/12 extract in the name of Mrs. Vidhi Tejas Khandhar.
5. Copy of N.A. permission granted by Collector Office, Alibaug Dist Raigad vide letter no Masha/ L.N.A1 (B)/ Najrana Confirmations/ S.R. 01/2017 dated 18.03.2017.

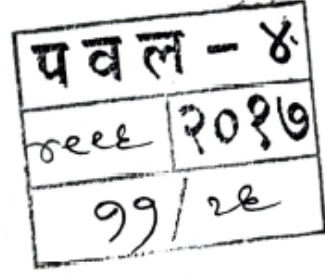
Rhezare
29/11/17



Letter of Confirmation for Creation of Mortgage

From: Mrs. Vidhi Tejas Khandhar Tej Gaurav House Plot No 109, Telang Road Matunga, Mumbai 400019	SME- 6	
To, The Assistant General Manager, State Bank Of India, Speical SIB Ghatkopar (West) Branch LBS Marg, Ghatkopar (West), Mumbai-400 086,		
Dear Sir,	Dated : 29.11.2017	
LETTER OF CONFIRMATION FOR CREATION OF MORTGAGE BY DEPOSIT OF TITLE-DEEDS		
1	Name/s of the Borrower Address/s <i>(Father's/Husband's name to be mentioned)</i>	Mrs. Vidhi Tejas Khandhar
2	Facilities & limits	Cash Credit for Manav Greys Exim Pvt Ltd for Rs. 9,75,00,000/- (Rs. (Rs. Nine crore seventy five lacs only)
3	Date of deposit of title-deeds	29.11.2017
4.	Place of Deposit of title deeds	Specialised SIB Ghatkopar West Branch
<ol style="list-style-type: none"> 1. We are writing this to confirm that we had already deposited with the Bank on the aforesaid date the title-deeds relating of our property described hereunder with intent to create equitable mortgage as security for the loan(s) advanced by the bank together with interest, costs, charges and expenses thereon due and payable to the Bank. 2. We confirm that the said property shall also stand as security for all other liabilities and indebtedness past, present and future to the Bank and shall subsist and continue notwithstanding the sanction of any new loan(s) and credit facilities and / or account/s coming into credit and / or interchangeability of limits and / or cancellation of limits, etc. 3. We confirm that we have good and marketable title and that save the charge/s created in favour of the Bank, the mortgaged properties are free from all encumbrances. The mortgaged properties are in our physical possession *(a portion of the property is under tenancy occupation on monthly rent) 4. We have not entered into any agreement for transfer or alienation in respect of the mortgaged properties of whatsoever nature. 5. We confirm that no proceedings for recovery of any statutory dues, taxes, etc. was initiated in the past nor any proceeding or levy or tax is pending against us under the Income Tax Act, 1961 or the Sales Tax Laws, and that no notice has been issued / or served on us under Rules 2, 16 or 51 or any other Rules of the Second Schedule to the Income Tax Act, 1961, or under any other law for the time being in force. 		
(List of the Title Deeds) The following Title Deeds will create a valid enforceable Mortgage: As per Annexure		
(Description of the mortgaged properties)		
Survey no 62, Hissa no 1-A, admeasuring 1-22-0 H-R-P & Survey No. 61, Hissa no. ½, admeasuring 0-34-60 H-R-P, totally admeasuring 1-56-6 H-R-P, situated at Village Karnala, Tal . Panvel, Dist, Dist Raigad, within the village limits of Panvel Municipal Council, Sub Registration District & registration district Raigad		
Yours faithfully, <div style="text-align: center; margin-top: 10px;"> </div>		

Deed of Gift



DEED OF GIFT

(WITHOUT CONSIDERATION)

THIS DEED OF GIFT executed at Panvel this 18th day of May, 2017.

BETWEEN

MRS. BHARATI SURENDRA KHANDHAR, Aged 60 Years, PAN No. ALUPK7663G, Indian Inhabitant, Residing at Tej-Gaurav House, 109, Telang Road, 3rd Floor, Matunga (E), Mumbai - 400019, hereinafter called "the DONOR" (which expression shall unless it be repugnant to the context or meaning thereof mean and include her heirs, successors, executors, administrators and assigns) of the One Part.

AND

MRS. VIDHI TEJAS KHANDHAR, PAN No. AOZPS3477A, Aged 37 Years, Indian Inhabitant, Residing at Prudence International School, Vill: Karnala (Tara), Apta-Phata, Tal: Panvel, Dist: Raigad, hereinafter referred to as "the Donee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns) of the Other Part.

Schedule Page of Deed of Gift

interruption, claim and demand whatsoever from or by the Donor, AND THAT the Donee accepts the Gift of the said premises hereunder made restituted by her being a party hereto and executing these presents.

पवेल - ४
२०१७
१४/२८

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT pieces or parcels of non-agricultural plots of land :

- a) Bearing 1) Survey No. 62, Hissa No. 1-A, admeasuring ~~1 Hectare 14 Ares 60 P + Potkharaba 0 Hectare~~ Ares 40 Points = 1 Hectare 22 Ares 00 Points thereabouts situated at Village : Karnala, Tal: Panvel, Dist: Raigad and bounded as below:





- On or towards East : By Survey No. 61 / 1 / 2
On or towards South : By Survey No. 66 / 1 A and Survey No.66 / 2
On or towards West : By Survey No. 64 & 65 / 1 A
On or towards North : By Survey No. 62 / 1 B

- b) Survey No. 61, Hissa No. 1/2 admeasuring 0 Hectare 34 Ares 60 P at Village : Karnala, Tal: Panvel, Dist: Raigad and bounded as below:

- On or towards East : By Survey No. 62 / 2
On or towards South : By Survey No. 66
On or towards West : By Survey No. 62 / 1 A
On or towards North : By Survey No. 62 / 1 A


Index II

 18/05/2017	सूची क्र.2	दुय्यम निबंधक : सह दु.नि.पनवेल 4 दस्त क्रमांक : 4996/2017 नोंदणी : Regn:63m
गावाचे नाव : 1) कर्नाळा 2) कर्नाळा		
(1)विलेखाचा प्रकार	गिफ्ट	
(2)मोबदला	0	
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी वेतों की पट्टेदार ते नमुद करावे)	75324600	
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:रायगड इतर वर्णन ; इतर माहिती: मीजे कर्नाळा ता पनवेल जि रायगड वेधिल सर्व्हे नं 62 हिस्सा नं 1अ क्षेत्र 1-22-0 या मिळकतीचे बक्षीस पत्राचा विषय आहे. ((Survey Number : 62/1/अ. ;)) 2) पालिकेचे नाव:रायगड इतर वर्णन ; इतर माहिती: मीजे कर्नाळा ता पनवेल जि रायगड वेधिल सर्व्हे नं 61हिस्सा नं 1/2 क्षेत्र 0-34-60 या मिळकतीचे बक्षीस पत्राचा विषय आहे((Survey Number : 61/1/2 ;))	
(5) क्षेत्रफळ	1) 1.2200 हेक्टर . आर 2) 0.3460 हेक्टर . आर	
(6)आकारणी किंवा जुबी देण्यात असेल तेव्हा.		
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-भारती सुरेंद्र खंडार वय:-60; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: तेज गीरव हाऊस नं 109 तेलंगा रोड तिलरा मजला माटुंगा पुर्व मुंबई, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, MUMBAI. पिन कोड:-400019 पॅन नं:-ALUPK7663G	
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-विधी तेजस खंडार वय:-37; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: पुनेश इंटरनॅशनल स्कूल कर्नाळा याव तारा आपटा ता पनवेल जि रायगड, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, MUMBAI. पिन कोड:-400019 पॅन नं:-AOZPS3477A	
(9) दस्तऐवज करून दिल्याचा दिनांक	18/05/2017	
(10)दस्त नोंदणी केल्याचा दिनांक	18/05/2017	
(11)अनुक्रमांक,खंड व पृष्ठ	4996/2017	
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	3766500	
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000	
(14)शेरा		
		
सह. दुय्यम निबंधक वर्ग-२. पनवेल-४.		
मुल्यांकनासाठी विचारात घेतलेला तपशील:-		
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-		
(ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.		


Agreement Sale Plan




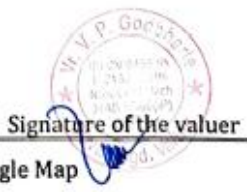
Previous Valuation Report of VPG Valuers & Engineers

 VPG Valuers & Engineers	Vr. Vidyasagar Godbharle B. E. (Civil), ISSE (I), MIE, C.E., FIV Govt. Regd. Valuers & Chartered Engineers
Mumbai Office : Amrut Bhavan, 2nd Floor, Above Parle Book Depot, Plot No.105, Nehru Road, Vile Parle (E) Mumbai - 400057 Tel.: 022 2612 7890 Mob.: 9762414758 9920125122 9921951600.	
Branch Office : #03, Deep Tushar CHS.Ltd., Station Road, Thakurli (E) 421 201. Dombivli, Dist. Thane. Tel.: 0251-2444923 Mob.: 9920125122 8691047576 9762414758 9921951600.	
Pune Office : 3, Ganga, Vishalnagar, Above Hotel Valentine, Jagtap Dairy, Aundh-Wakad Road, Pune - 411027 Tel.: 7722079858 9921951600	
Email : vpg177@gmail.com valuation.vpg177@gmail.com	

Report Ref. No. 502/SBI/VPG/BMG/2017-2018	Dated: 24/08/2017				
Name and Address of Branch :	State Bank of India Ghatkopar (W) Branch, Mumbai-400 086.				
Name of Customer (s)/ Borrowal unit (for which valuation report is sought)	MRS. VIDHI TEJAS KHANDHAR				
1 Customer Details					
Name	MRS. VIDHI TEJAS KHANDHAR				
Apl No.	9167567741 / 7498960107				
2 Property Details	Open Land				
Address	Plot Bearing Survey No. 62, Hissa No. 1A of Village Karnala, Panvel - Mumbai-Goa Highway, Near Prudence International School, Apta Phata, Tal. Panvel, Dist. Raigad.				
Nearby Landmark / Google Map Landmark / Google Map Independent Access to the Property address	Near Prudence International School				
3 Document Details	Name of Approving Auth				
Layout Plan	NA				
Approval No.	N.A				
Building Plan	NA				
Approval No.	N.A				
Construction	NA				
Approval No.	N.A				
Legal Documents	Gift Deed Agreement, Index II Copy, 7/12 copy, NA Letter etc.				
4 Physical Details					
Adjoining Properties	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding: 2px;">East - Residential Bungalow Survey No. 62/2</td> <td style="padding: 2px;">West - Open Land Survey No. 62/1/B</td> </tr> <tr> <td style="border-right: 1px solid black; padding: 2px;">North - Open Land Survey No. 62/1/A</td> <td style="padding: 2px;">South - Open Land Survey No. 66</td> </tr> </table>	East - Residential Bungalow Survey No. 62/2	West - Open Land Survey No. 62/1/B	North - Open Land Survey No. 62/1/A	South - Open Land Survey No. 66
East - Residential Bungalow Survey No. 62/2	West - Open Land Survey No. 62/1/B				
North - Open Land Survey No. 62/1/A	South - Open Land Survey No. 66				



Previous Valuation Report of VPG Valuers & Engineers

 VPG Valuers & Engineers REF No. 502/SBI/VPG/BMG/2017-2018		Continuation Sheet..... Page-3								
Summary of Valuation		Land and Building Method								
i) Guideline Value (Government Value)		Land = Rs. 4670/- per sq. mtr.								
a) Land (Government Value)		Land = 12200 sq. mtr. x Rs. 4670/- = Rs. 5,69,74,000/-								
b) Building (Government Value)		Building = NA								
ii) Fair Market Value		<table border="1"> <thead> <tr> <th colspan="2">LAND</th> </tr> </thead> <tbody> <tr> <td>(A) Land</td> <td>12200 sq. mtr. x Rs. 7500/- = Rs. 9,15,00,000/-</td> </tr> <tr> <td>(B) Land Development : (Done like Compound Wall, Basket Play Ground, Residential House)</td> <td>Lum Sum = Rs. 30,00,000/-</td> </tr> <tr> <td colspan="2">TOTAL (A+B) = Rs. 9,45,00,000</td> </tr> </tbody> </table>	LAND		(A) Land	12200 sq. mtr. x Rs. 7500/- = Rs. 9,15,00,000/-	(B) Land Development : (Done like Compound Wall, Basket Play Ground, Residential House)	Lum Sum = Rs. 30,00,000/-	TOTAL (A+B) = Rs. 9,45,00,000	
LAND										
(A) Land	12200 sq. mtr. x Rs. 7500/- = Rs. 9,15,00,000/-									
(B) Land Development : (Done like Compound Wall, Basket Play Ground, Residential House)	Lum Sum = Rs. 30,00,000/-									
TOTAL (A+B) = Rs. 9,45,00,000										
iii) Realizable Value		Rs. 9,45,00,000/- X 90% = Rs. 8,50,50,000/-								
iv) Forced / Distress Sale Value		Rs. 9,45,00,000/- X 80% = Rs. 7,56,00,000/-								
10 Assumptions/Remarks	i) Qualifications in TIR/Mitigation Suggested, if any : Nil ii) Property is SARFAESI compliant : Yes iii) Whether Property Belongs to Social Infrastructure like Hospital, School, Old Age Home Etc.: Yes iv) Whether entire Piece of land and on which the unit is set up/ property is situated has been mortgaged : Details not available v) Details of last two transactions in the locality / area to be provided, if available vi) Any other aspect which has relevance on the value or marketability of property: Yes									
11 Declaration	i) The Property was inspected by the field in charge on : 23/08/2017 ii) The Undersigned does not have any direct / indirect interested in the above property knowledge iii) The information furnished herein is true and correct to the best of our knowledge iv) I have submitted Valuation report directly to the bank									
12 Name address and Signature of Valuer with Wealth tax Registration No.	Date of Valuation : 24/08/2017 Signature of the valuer 									
13 Enclosures Document and Photographs (Geo stamping with date etc.)	Photographs and Google Map									

Application

BEFORE THE HON'BLE DISTRICT MAGISTRATE, AT ALIBAG

APPLICATION NO. _____ of 2021

STATE BANK OF INDIA, A body corporate, constituted under the Provisions
Bank of India Act 1955, having its office at Stressed Assets Recovery Branch, 6TH FLOOR,
"The International", 16, Maharshi Karve Road, Churchgate, Mumbai - 400020
THROUGH

AUTHORISED OFFICER, STATE BANK OF INDIA

-APPLICANT

V/S

1.M/S Manav Greys Exim Pvt. Ltd.,
A-2/348/49 Shah & Nahar Ind. Estate,
Dhanraj Mill Compound,
NM Joshi Marg, Lower Parel, Mumbai-400013
2.Shri.Mehul Jayantilal Sedani
A/21, Clifton Apt., 4th floor, Birla Lane, Juhu, Mumbai-400049
3.Smt.Mita Mehul Sedani
A/21, Clifton Apt., 4th floor, Birla Lane, Juhu, Mumbai-400049
4.Smt.Vidhi Tejas Khandhar
A-2/348/49 Shah & Nahar Ind. Estate,
Dhanraj Mill Compound,
NM Joshi Marg, Lower Parel, Mumbai-400013
Taj Gaurav House, Plot No. 109, Telang Road,
Matunga, Mumbai - 400019
5.Shri.Tejas Khandhar Surendra
A-2/348/49 Shah & Nahar Ind. Estate,
Dhanraj Mill Compound,
NM Joshi Marg, Lower Parel, Mumbai-400013



.....OPPOSITE PARTIES
(DEFENDANTS)

27/07/2021
लिपिक
नोदणी शाखा
जिल्हाधिकारी कार्यालय, रायगड
अलिबाग

APPLICATION U/S 14 OF SECURITISATION & RECONSTRUCTION OF FINANCIAL ASSETS &
ENFORCEMENT OF SECURITY INTEREST ACT 2002 FOR TAKING PHYSICAL POSSESSION OF
IMMOVABLE PROPERTIES (SECURED ASSETS)

MAY IT PLEASE YOUR HONOUR

The Applicant above named most respectfully submits this application as under:

1. That the Applicant, STATE BANK OF INDIA duly incorporated under the provision of State Bank of India Act 1955, having its branch at Stressed Assets Recovery Branch, 6TH FLOOR, "The International", 16, Maharshi Karve Road, Churchgate, Mumbai - 400020. Shri. A.D.Somkuwar, Authorised Officer of the Applicant Bank is fully Authorised, empowered and competent to sign and verify the application, file documents, as may be just necessary in the interest of the Applicant Bank to do all and every co-related acts as may deem fit and proper in connection with the present case. He is an Authorised Officer within the meaning of Security Interest (Enforcement) Rules, 2002 of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 to



institute, sign and verify the applications and pleadings for and on behalf of Applicant Bank.

2) It is submitted that M/S Manav Greys Exim Pvt. Ltd., had availed various Loan facilities with limit as follows;

M/S Manav Greys Exim Pvt. Ltd	Rs.9,75,00,000.00
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Aggregating to Rs.9,75,00,000.00 (Rupees Nine Crore Seventy Five Lakhs only). The said Limit is availed by borrowers executing documents respectively with the Bank along with respective guarantors/Directors. The Guarantor/s Mrs.Vidhi Tejas Khandhar has offered their properties mentioned herein below as security for due repayment of the said credit facility with interest, costs, charges etc. The various Limits were availed from State Bank of India by the Opposite Parties.

DESCRIPTION OF MORTGAGED SECURED ASSETS

- 1.Plot bearing Survey No. 62, Hissa No. 1-A, admeasuring 1 Hectare 22 Ares 00 Points or thereabouts situated at Village Karnala, Tal. Panvel, Dist. Raigad.
- 2.Plot bearing Survey No. 61, Hissa No.1/2, admeasuring 0 Hectare 34 Ares 60 Points at Village Karnala, Tal. Panvel, Dist. Raigad.

3. On the basis of the representations so made, terms so agreed and the documents so executed by the Said borrower and Guarantors, the Applicant Bank provided the Various Loan facilities aggregating Rs.9,75,00,000.00 (Rupees Nine Crores Seventy Five Lakhs Only) security interest was created on the immovable properties in favour of the applicant by borrower and guarantor on the said properties so offered by the said Borrower. The said Borrowers have executed various documents for availing the various Loan facilities. Copies of the said documents are attached herewith and collectively marked as "Exhibit 1". The said Opposite Parties had deposited documents to the title and title deeds of the immovable property described herein above with the Applicant with intent to create mortgage charge by deposit of title deeds within the meaning of Section 58(f) of Transfer of Property Act to secure the Credit Facilities including interest, cost and other usual charges granted under State Bank of India by the Applicant bank. The copy of Memorandum of Equitable Mortgage by deposit of title deeds are attached herewith and marked as "Exhibit 2".
4. It is submitted that the said borrower committed default in repayment of the various Loan facilities. It is submitted that since the dues were not paid and repayment was irregular and not in order, as per the Reserve Bank of India directives, the Applicant bank has classified the said account of borrower as NON PERFORMING ASSETS on 27/02/2020.



5. The Applicant Bank made several request to the said borrower for the repayment of the loan dues. However, the said borrower failed to pay the dues and account has continued to remain as NPA. On account of continued default by the said borrower, the Applicant Bank decided to enforce the security interest created in favour of State Bank of India under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for recovery of dues.
6. As such the Authorised officer of the Applicant issued a demand notices on 20.08.2020 and under section 13(2) of the said Act to the said guarantors and the Borrower respectively. The notice was sent by Registered Post A.D. on the last known and correct address of the Opposite parties. The copy of the said demand notice with proper postal acknowledgements are attached herewith and collectively marked as Annexure "D".
7. It is submitted that, by the said demand notice, guarantors/Directors/mortgagor were called upon to pay as follows;

M/S Manav Greys Exim Pvt. Ltd.	Rs.10,80,09,208.00
--------------------------------	--------------------

Aggregating to Rs.10,80,09,208.00 (Rupees Ten Crores Eighty Lakhs Nine Thousand Two Hundred Eight Only) as on 20/08/2020 with further interest at Contractual rate with monthly rests within statutory period of 60 days from the date of the said notices. All the requirements of Sec. 13 (2) of the said Act were fully complied with. In spite of the service of the demand notice, the Opposite Party have failed to pay the dues in full till date The said notice clearly stipulated that, if the addressees failed to pay the dues, the Bank would enforce the Security Interest by taking the possession of the said assets and property and sale thereof. As the addressees of the said notice failed to comply with the notice and failed to discharge the liability in full within the period specified in Sec. 13 (2) of the said Act i.e. within 60 days, the Applicant has become entitled to enforce the security interest in the said mortgaged properties mentioned herein above and is entitled to take possession of the secured assets of the opposite parties i.e. the said mortgaged properties and to exercise right to transfer by way of Lease, Assignment or Sale of the said assets and properties and for all the remedies as mentioned U/Sec. 13 (4) of the said Act for realizing and enforcing the secured assets for recovery of the dues.



8. The Authorised Officer working in the capacity of State Bank of India went to the site to take possession of the said secured assets on 08/01/2021 and demanded payment of the dues mentioned in the demand notice or in failure of which to hand over the possession of the same to the Authorised Officer. But the owner refused to hand over peaceful vacant possession of said secured assets. The Bank took Symbolic possession. In view of the refusal & resistance the bank could not take possession of the assets. The copy of the said Symbolic Possession herewith and collectively marked as "Exhibit 3".




SCHEDULE

(Description of the property)

1. Plot bearing Survey No. 62, Hissa No. 1-A, admeasuring 1 Hectare 22 Ares 00 Points or thereabouts situated at Village Karnala, Tal. Panvel, Dist. Raigad.
2. Plot bearing Survey No. 61, Hissa No. 1/2, admeasuring 0 Hectare 34 Ares 60 Points at Village Karnala, Tal. Panvel, Dist. Raigad.



AUTHORISED OFFICER

Advocate for the Applicant


A. P. SINGH
M.Sc. LL.B.
Advocate High Court
S Veer Savarkar Nagar,
Thane (W) 400 606

I am not member of Advocate's Welfare fund, therefore, stamp of Rs.2/- is not affixed herewith.

Advocate for Applicant

BEFORE THE HON'BLE DISTRICT MAGISTRATE, AT ALIBAG

APPLICATION NO. _____ of 2021

STATE BANK OF INDIA, A body corporate, constituted under the provisions of State Bank of India Act 1955, having its office at Stressed Assets Recovery Branch, 6TH FLOOR, "The International", 16, Maharshi Karve Road, Churchgate, Mumbai - 400020.

THROUGH

SHRI. A.D.Somkuwar, CHIEF MANAGER & AUTHORISED OFFICER -APPLICANT

V/S

- 1.M/S Manav Greys Exim Pvt. Ltd.,
A-2/348/49 Shah & Nahar Ind. Estate,
Dhanraj Mill Compound,
NM Joshi Marg, Lower Parel, Mumbai-400013
- 2.Shri.Mehul Jayantilal Sedani
A/21, Cliffton Apt., 4th floor, Birla Lane, Juhu, Mumbai-400049
- 3.Smt.Mita Mehul Sedani
A/21, Cliffton Apt., 4th floor, Birla Lane, Juhu, Mumbai-400049
- 4.Smt.Vidhi Tejas Khandhar
A-2/348/49 Shah & Nahar Ind. Estate,
Dhanraj Mill Compound,
NM Joshi Marg, Lower Parel, Mumbai-400013
- Taj Gaurav House, Plot No. 109, Telang Road,
Matunga, Mumbai - 400019
- 5.Shri.Tejas Khandhar Surendra
A-2/348/49 Shah & Nahar Ind. Estate,
Dhanraj Mill Compound,
NM Joshi Marg, Lower Parel, Mumbai-400013



To,
The Registrar,
The District Magistrate Court,
ALIBAG .

Sir,

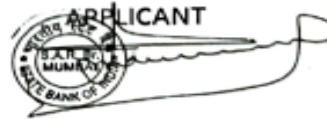
I, Authorised Officer of the Applicants above named do hereby appoint Advocates, High Court, Bombay, to act, appear and plead on our behalf in the above matter.

In witness whereof we have set and subscribed our hands to this writing.

Dated this day of 2021

Accepted :


(Advocate High Court)
A. P. SINGH
Reg. no. M Sc. LL. B.
Advocate High Court
S. Veer Savarkar Nagar,
Thane (W) 400 606



BEFORE THE HON'BLE DISTRICT MAGISTRATE, AT ALIBAG

APPLICATION NO. _____ of 2021

STATE BANK OF INDIA,

APPLICANT

V/S

1.M/S Manav Greys Exim Pvt. Ltd.,
A-2/348/49 Shah & Nahar Ind. Estate,
Dhanraj Mill Compound,
NM Joshi Marg, Lower Parel, Mumbai-400013
2.Shri.Mehul Jayantilal Sedani
A/21, Cliffton Apt., 4th floor, Birla Lane, Juhu, Mumbai-400049
3.Smt.Mita Mehul Sedani
A/21, Cliffton Apt., 4th floor, Birla Lane, Juhu, Mumbai-400049
4.Smt.Vidhi Tejas Khandhar
A-2/348/49 Shah & Nahar Ind. Estate,
Dhanraj Mill Compound,
NM Joshi Marg, Lower Parel, Mumbai-400013
Taj Gaurav House, Plot No. 109, Telang Road,
Matunga, Mumbai - 400019
5.Shri.Tejas Khandhar Surendra
A-2/348/49 Shah & Nahar Ind. Estate,
Dhanraj Mill Compound,
NM Joshi Marg, Lower Parel, Mumbai-400013



OPPOSITE PARTY
(DEFENDANTS)

AFFIDAVIT

[Handwritten signature]

I, Shri. A.D.Somkuwar, aged 50 years, adult, occupation service, presently posted as Chief Manager and Authorised Officer, State Bank of India, Stressed Assets Recovery Branch, 6TH FLOOR, "The International", 16, Maharshi Karve Road, Churchgate, Mumbai - 400020, do hereby solemnly state on oath and affirm as under:

1)That I have been designated by the competent authority of the Bank to act as Authorised Officer in respect of the account and to exercise all the powers of Authorised officer under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (hereinafter referred to as "the said Act" or "the SARFAESI Act").

It is submitted that M/S Manav Greys Exim Pvt. Ltd., had availed various Loan facilities with limit as follows;

M/S Manav Greys Exim Pvt. Ltd	Rs.9,75,00,000.00
-------------------------------	-------------------

Aggregating to Rs.9,75,00,000.00 (Rupees Nine Crore Seventy Five Lakhs only). The said Limit is availed by borrowers executing documents respectively with the Bank along with respective guarantors/Directors. The Guarantor/s Mrs.Vidhi Tejas Khandhar, has




offered their properties mentioned herein below as security for due repayment of the said credit facility with interest, costs, charges etc. The various Limits were availed from State Bank of India by the Opposite Parties.

DESCRIPTION OF MORTGAGED SECURED ASSETS

1. Plot bearing Survey No. 62, Hissa No. 1-A, admeasuring 1 Hectare 22 Ares 00 Points or thereabouts situated at Village Karnala, Tal. Panvel, Dist. Raigad.
2. Plot bearing Survey No. 61, Hissa No. ½, admeasuring 0 Hectare 34 Ares 60 Points at Village Karnala, Tal. Panvel, Dist. Raigad.

2. On the basis of the representations so made, terms so agreed and the documents so executed by the Said borrower and Guarantors, the Applicant Bank provided the Various Loan facilities aggregating Rs.9,75,00,000.00 (Rupees Nine Crores Seventy Five Lakhs Only) security interest was created on the immovable properties in favour of the Applicant by borrower and guarantor on the said properties so offered by the said Borrower. The said Borrowers have executed various documents for availing the various Loan facilities. Copies of the said documents are attached herewith and collectively marked as "Exhibit 1". The said Opposite Parties had deposited documents to the title and title deeds of the immovable property described herein above with the Applicant with intent to create mortgage charge by deposit of title deeds within the meaning of Section 58(f) of Transfer of Property Act to secure the Credit Facilities including interest, cost and other usual charges granted under State Bank of India by the Applicant bank. The copy of Memorandum of Equitable Mortgage by deposit of title deeds are attached herewith and marked as "Exhibit 2".
3. It is submitted that the said borrower committed default in repayment of the various Loan facilities. It is submitted that since the dues were not paid and repayment was irregular and not in order, as per the Reserve Bank of India directives, the Applicant bank has classified the said account of borrower as NON PERFORMING ASSETS on 27/02/2020.
4. The Applicant Bank made several request to the said borrower for the repayment of the loan dues. However, the said borrower failed to pay the dues and account has continued to remain as NPA. On account of continued default by the said borrower, the Applicant Bank decided to enforce the security interest created in favour of State Bank of India under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 for recovery of dues.
5. As such the Authorised officer of the Applicant issued a demand notices on 20.08.2020 and under section 13(2) of the said Act to the said guarantors and the Borrower respectively. The notice was sent by Registered Post A.D. on the last known and correct address of the






Opposite parties. The copy of the said demand notice with proper postal acknowledgements are attached herewith and collectively marked as Annexure "D".

6. It is submitted that, by the said demand notice, guarantors/Directors/mortgagor were called upon to pay as follows;

M/S Manav Greys Exim Pvt. Ltd.	Rs.10,80,09,208.00
--------------------------------	--------------------

Aggregating to Rs.10,80,09,208.00 (Rupees Ten Crores Eighty Lakhs Nine Thousand Two Hundred Eight Only) as on 20/08/2020 with further interest at Contractual rate with monthly rests within statutory period of 60 days from the date of the said notices. All the requirements of Sec. 13 (2) of the said Act were fully complied with. In spite of the service of the demand notice, the Opposite Party have failed to pay the dues in full till date The said notice clearly stipulated that, if the addressees failed to pay the dues, the Bank would enforce the Security Interest by taking the possession of the said assets and property and sale thereof. As the addressees of the said notice failed to comply with the notice and failed to discharge the liability in full within the period specified in Sec. 13 (2) of the said Act i.e. within 60 days, the Applicant has become entitled to enforce the security interest in the said mortgaged properties mentioned herein above and is entitled to take possession of the secured assets of the opposite parties i.e. the said mortgaged properties and to exercise right to transfer by way of Lease, Assignment or Sale of the said assets and properties and for all the remedies as mentioned U/Sec. 13 (4) of the said Act for realizing and enforcing the secured assets for recovery of the dues.

The Authorised Officer working in the capacity of State Bank of India went to the site to take possession of the said secured assets on 08/01/2021 and demanded payment of the dues mentioned in the demand notice or in failure of which to hand over the possession of the same to the Authorised Officer. But the owner refused to hand over peaceful vacant possession of said secured assets. The Bank took Symbolic possession. In view of the refusal & resistance the bank could not take possession of the assets



As a result of my appraisal and analysis, it is my considered opinion that **Value** of the above property in the prevailing condition with aforesaid specification for SARFAESI Securitization and reconstruction of financial assets and enforcement of security interest Act, 2002 is ₹ **8,54,00,000.00 (Rupees Eight Crore Fifty Four Lakh Only)**. The Realizable value of the above property is ₹ **7,25,90,000.00 (Rupees Seven Crore Twenty Five Lakh Ninety Thousand Only)** and the Distress Sale Value is ₹ **5,97,80,000.00 (Rupees Five Crore Ninety Seven Lakh Eighty Thousand Only)**.

For VASTUKALA CONSULTANTS (I) PVT. LTD.

Director

Auth. Sign.



Sharadkumar B. Chalikwar

Govt. Reg. Valuer
Chartered Engineer (India)
Reg. No. (N) CCIT/1-14/52/2008-09
SBI Empanelment No.: SME/TCC/2021-22/85/13

The undersigned has inspected the property detailed in the Valuation Report dated _____
on _____. We are satisfied that the fair and reasonable market value of the property is
₹ _____ (Rupees _____
_____ only).

Date

Signature
(Name of the Branch Manager with office Seal)

Enclosures		
	Declaration From Valuers (Annexure- II)	Attached
	Model code of conduct for valuer - (Annexure III)	Attached



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(Annexure-I)

DECLARATION-CUM-UNDERTAKING

I, Sharadkumar Chalikwar son of Shri. Baburao Chalikwar do hereby solemnly affirm and state that:

- a. I am a citizen of India.
- b. I will not undertake valuation of any assets in which I have a direct or indirect interest or become so interested at any time during a period of three years prior to my appointment as valuer or three years after the valuation of assets was conducted by me.
- c. The information furnished in my valuation report dated 22.01.2025 is true and correct to the best of my knowledge and belief and I have made an impartial and true valuation of the property.
- d. I/ my authorized representative has personally inspected the property on 11.01.2025. The work is not sub - contracted to any other valuer and carried out by myself.
- e. Valuation report is submitted in the format as prescribed by the bank.
- f. I have not been depanelled / delisted by any other bank and in case any such depanelment by other banks during my empanelment with you, I will inform you within 3 days of such depanelment.
- g. I have not been removed / dismissed from service / employment earlier.
- h. I have not been convicted of any offence and sentenced to a term of imprisonment
- i. I have not been found guilty of misconduct in my professional capacity.
- j. I have not been declared to be unsound mind
- k. I am not an undischarged bankrupt, or has not applied to be adjudicated as a bankrupt;
- l. I am not an undischarged insolvent.
- m. I have not been levied a penalty under section 271J of Income-tax Act, 1961 (43 of 1961) and time limit for filing appeal before Commissioner of Income-tax (Appeals) or Income-tax Appellate Tribunal, as the case may be has expired, or such penalty has been confirmed by Income-tax Appellate Tribunal, and five years have not elapsed after levy of such penalty
- n. I have not been convicted of an offence connected with any proceeding under the



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Income Tax Act 1961, Wealth Tax Act 1957 or Gift Tax Act 1958 and

- o. My PAN Card number as applicable is AEAPC0117Q
- p. I undertake to keep you informed of any events or happenings which would make me ineligible for empanelment as a valuer
- q. I have not concealed or suppressed any material information, facts and records and I have made a complete and full disclosure
- r. I have read the Handbook on Policy, Standards and procedure for Real Estate Valuation, 2011 of the IBA and this report is in conformity to the "Standards" enshrined for valuation in the Part - B of the above handbook to the best of my ability.
- s. I have read the International Valuation Standards (IVS) and the report submitted to the Bank for the respective asset class is in conformity to the "Standards" as enshrined for valuation in the IVS in "General Standards" and "Asset Standards" as applicable. The valuation report is submitted in the prescribed format of the bank.
- t. I abide by the Model Code of Conduct for empanelment of valuer in the Bank. (Annexure V - A signed copy of same to be taken and kept along with this declaration)
- u. I am registered under Section 34 AB of the Wealth Tax Act, 1957.
- v. I am valuer registered with Insolvency & Bankruptcy Board of India (IBBI)
- w. My CIBIL Score and credit worthiness is as per Bank's guidelines.
- x. I am Chairman & Managing Director of the company, who is competent to sign this valuation report.
- y. I will undertake the valuation work on receipt of Letter of Engagement generated from the system (i. e. LLMS / LOS) only.
- z. Further, I hereby provide the following information.

	Particulars	Valuer comment
1.	Background information of the asset being valued;	The property under consideration is owned by Mrs. Vidhi Tejas Khandhar.
2.	Purpose of valuation and appointing authority	As per the request from State Bank of India, SARB Churchgate, to assess Fair Market Value of the property for SARFAESI Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 Purpose.
3.	Identity of the Valuer and any other experts involved in the valuation;	Sharadkumar B. Chalikwar – Regd. Valuer Manoj B. Chalikwar – Regd. Valuer Rajesh Ghadi - Site Engineer Sonal Shivgan – Processing Officer Shyam Kajvilkar – Technical Manager.
4.	Disclosure of Valuer interest or conflict, if any;	We have no interest, either direct or indirect, in the property valued. Further to state that we do not have relation or any connection with property owner / applicant directly or indirectly. Further to state that we are an independent Valuer and in no way related to property owner / applicant
5.	Date of appointment, valuation date and date of report;	Date of Appointment – 10.01.2025 Valuation Date – 22.01.2025 Date of Report – 22.01.2025
6.	Inspections and/or investigations undertaken;	Physical Inspection done on date 11.01.2025
7.	Nature and sources of the information used or relied upon;	Market Survey at the time of site visit Ready Reckoner rates / Circle rates Online search for Registered Transactions Online Price Indicators on real estate portals Enquiries with Real estate consultants Existing data of Valuation assignments carried out by us
8.	Procedures adopted in carrying out the valuation and valuation standards followed;	Cost Approach (For building construction) Comparative Sales Method (For Land component)
9.	Restrictions on use of the report, if any;	This valuation is for the use of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third party who may use or rely on the whole or any part of this valuation. The valuer has no pecuniary interest that would conflict with the proper valuation of the property.
10.	Major factors that were taken into account during the valuation;	Current market conditions, demand and supply position, industrial land size, location, sustained demand for industrial land, all round development of commercial and industrial application in the locality etc.
11.	Caveats, limitations and disclaimers to the extent they explain or elucidate the limitations faced by valuer, which shall not be for the purpose of limiting his responsibility for the valuation report.	Attached

ASSUMPTIONS, DISCLAIMERS, LIMITATIONS & QUALIFICATIONS

Value Subject to Change

The subject appraisal exercise is based on prevailing market dynamics as on **22nd January 2025** and does not take into account any unforeseeable developments which could impact the same in the future.

Our Investigations

We are not engaged to carry out all possible investigations in relation to the subject property. Where in our report we identify certain limitations to our investigations, this is to enable the reliant party to instruct further investigations where considered appropriate or where we recommend as necessary prior to reliance. Vastukala Consultants India Pvt. Ltd. (VCIPL) is not liable for any loss occasioned by a decision not to conduct further investigations

Assumptions

Assumptions are a necessary part of undertaking valuations. VCIPL adopts assumptions for the purpose of providing valuation advice because some matters are not capable of accurate calculations or fall outside the scope of our expertise, or out instructions. The reliant party accepts that the valuation contains certain specific assumptions and acknowledge and accept the risk of that if any of the assumptions adopted in the valuation are incorrect, then this may have an effect on the valuation.

Information Supplied by Others

The appraisal is based on the information provided by the client. The same has been assumed to be correct and has been used for appraisal exercise. Where it is stated in the report that another party has supplied information to VCIPL, this information is believed to be reliable but VCIPL can accept no responsibility if this should prove not to be so.

Future Matters

To the extent that the valuation includes any statement as to a future matter, that statement is provided as an estimate and/or opinion based on the information known to VCIPL at the date of this document. VCIPL does not warrant that such statements are accurate or correct.

Map and Plans

Any sketch, plan or map in this report is included to assist the reader while visualizing the property and assume no responsibility in connection with such matters.

Site Details

Based on inputs received from Client's representative and site visit conducted, we understand that the subject property is currently a contiguous and non-agricultural land parcel admeasuring **Land Area is 1 Hectare 22 Ares i.e. 12,200.00 Sq. M.** The property is owned by **Mrs. Vidhi Tejas Khandhar**. Further, VCIPL has assumed that the subject property is free from any encroachment and is available as on the date of the appraisal.

Property Title

Based on our discussion with the Client, we understand that the property is owned by **Mrs. Vidhi Tejas Khandhar**. For the purpose of this appraisal exercise, we have assumed that the subject property has a clear title and is free from any encumbrances, disputes and claims. VCIPL has made no further enquiries with the relevant local authorities in this regard and does not certify the property as having a clear and marketable title. Further, no legal advice regarding the title and ownership of the subject property has been obtained for the purpose of this appraisal exercise. It has been assumed that the title deeds are clear and marketable.



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Environmental Conditions

We have assumed that the subject property is not contaminated and is not adversely affected by any existing or proposed environmental law and any processes which are carried out on the property are regulated by environmental legislation and are properly licensed by the appropriate authorities.

Town Planning

The permissible land use, zoning, achievable FSI, area statement adopted for purpose of this valuation is based on the information provided by the Client's representative and the same has been adopted for this valuation purpose. VCIPL has assumed the same to be correct and permissible. VCIPL has not validated the same from any authority.

Area

Based on the documents, we understand that the subject property is contiguous and non-agricultural land parcel admeasuring **Land Area is 1 Hectare 22 Ares i.e. 12,200.00 Sq. M.**

Condition & Repair

In the absence of any information to the contrary, we have assumed that there are no abnormal ground conditions, nor archaeological remains present which might adversely affect the current or future occupation, development or value of the property. The property is free from rat, infestation, structural or latent defect. No currently known deleterious or hazardous materials or suspect techniques will be used in the construction of or subsequent alteration or additions to the property and comments made in the property details do not purport to express an opinion about, or advise upon, the condition of uninspected parts and should not be taken as making an implied representation or statement about such parts

Valuation Methodology

For the purpose of this valuation exercise, the valuation methodology used is Direct Comparison Approach Method and proposed Highest and Best Use model is used for analysing development potential.

The Direct Comparison Approach involves a comparison of the property being valued to similar properties that have actually been sold in arms - length transactions or are offered for sale. This approach demonstrates what buyers have historically been willing to pay (and sellers willing to accept) for similar properties in an open and competitive market and is particularly useful in estimating the value of the land and properties that are typically traded on a unit basis.

In case of inadequate recent transaction activity in the subject micro-market, the appraiser would collate details of older transactions. Subsequently, the appraiser would analyse rental / capital value trends in the subject micro-market in order to calculate the percentage increase / decrease in values since the date of the identified transactions. This percentage would then be adopted to project the current value of the same.

Where reliance has been placed upon external sources of information in applying the valuation methodologies, unless otherwise specifically instructed by Client and/or stated in the valuation, VCIPL has not independently verified that information and VCIPL does not advise nor accept it as reliable. The person or entity to whom the report is addressed acknowledges and accepts the risk that if any of the unverified information in the valuation is incorrect, then this may have an effect on the valuation.

Not a Structural Survey

We state that this is a valuation report and not a structural survey

Other

All measurements, areas and ages quoted in our report are approximate

Legal

We have not made any allowances with respect to any existing or proposed local legislation relating to taxation on realization of the sale value of the subject property. VCIPL is not required to give testimony or to



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appear in court by reason of this appraisal report, with reference to the property in question, unless arrangement has been made thereof. Further, no legal advice on any aspects has been obtained for the purpose of this appraisal exercise

Property specific assumptions

Based on inputs received from the client and site visit conducted, we understand that the subject property is currently vacant and Bank Possession, contiguous and non-agricultural land parcel admeasuring **Land Area is 1 Hectare 22 Ares i.e. 12,200.00 Sq. M.**

ASSUMPTIONS, CAVEATS, LIMITATION AND DISCLAIMERS

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



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MODEL CODE OF CONDUCT FOR VALUERS

Integrity and Fairness

1. A valuer shall, in the conduct of his/its business, follow high standards of integrity and fairness in all his/its dealings with his/its clients and other valuers.
2. A valuer shall maintain integrity by being honest, straightforward, and forthright in all professional relationships.
3. A valuer shall endeavour to ensure that he/it provides true and adequate information and shall not misrepresent any facts or situations.
4. A valuer shall refrain from being involved in any action that would bring disrepute to the profession.
5. A valuer shall keep public interest foremost while delivering his services.

Professional Competence and Due Care

6. A valuer shall render at all times high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment.
7. A valuer shall carry out professional services in accordance with the relevant technical and professional standards that may be specified from time to time.
8. A valuer shall continuously maintain professional knowledge and skill to provide competent professional service based on up-to-date developments in practice, prevailing regulations / guidelines and techniques.
9. In the preparation of a valuation report, the valuer shall not disclaim liability for his/its expertise or deny his/its duty of care, except to the extent that the assumptions are based on statements of fact provided by the company or its auditors or consultants or information available in public domain and not generated by the valuer.
10. A valuer shall not carry out any instruction of the client insofar as they are incompatible with the requirements of integrity, objectivity and independence.
11. A valuer shall clearly state to his client the services that he would be competent to provide and the services for which he would be relying on other valuers or professionals or for which the client can have a separate arrangement with other valuers.

Independence and Disclosure of Interest

12. A valuer shall act with objectivity in his/its professional dealings by ensuring that his/its decisions are made without the presence of any bias, conflict of interest, coercion, or undue influence of any party, whether directly connected to the valuation assignment or not.



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13. A valuer shall not take up an assignment if he/it or any of his/its relatives or associates is not independent in terms of association to the company.
14. A valuer shall maintain complete independence in his/its professional relationships and shall conduct the valuation independent of external influences.
15. A valuer shall wherever necessary disclose to the clients, possible sources of conflicts of duties and interests, while providing unbiased services.
16. A valuer shall not deal in securities of any subject company after any time when he/it first becomes aware of the possibility of his / its association with the valuation, and in accordance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 or till the time the valuation report becomes public, whichever is earlier.
17. A valuer shall not indulge in "mandate snatching" or offering "convenience valuations" in order to cater to a company or client's needs.
18. As an independent valuer, the valuer shall not charge success fee.
19. In any fairness opinion or independent expert opinion submitted by a valuer, if there has been a prior engagement in an unconnected transaction, the valuer shall declare the association with the company during the last five years.

Confidentiality

20. A valuer shall not use or divulge to other clients or any other party any confidential information about the subject company, which has come to his / its knowledge without proper and specific authority or unless there is a legal or professional right or duty to disclose.

Information Management

21. A valuer shall ensure that he/ it maintains written contemporaneous records for any decision taken, the reasons for taking the decision, and the information and evidence in support of such decision. This shall be maintained so as to sufficiently enable a reasonable person to take a view on the appropriateness of his /its decisions and actions.
22. A valuer shall appear, co-operate and be available for inspections and investigations carried out by the authority, any person authorised by the authority, the registered valuers organisation with which he/it is registered or any other statutory regulatory body.
23. A valuer shall provide all information and records as may be required by the authority, the Tribunal, Appellate Tribunal, the registered valuers organisation with which he/it is registered, or any other statutory regulatory body.
24. A valuer while respecting the confidentiality of information acquired during the course of performing professional services, shall maintain proper working papers for a period of three years or such longer period as required in its contract for a specific valuation, for production before a regulatory authority or for a peer review. In the event of a pending case before the Tribunal or Appellate Tribunal, the record shall be maintained till the disposal of the case.

Gifts and hospitality:



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25. A valuer or his / its relative shall not accept gifts or hospitality which undermines or affects his independence as a valuer.

Explanation: For the purposes of this code the term 'relative' shall have the same meaning as defined in clause (77) of Section 2 of the Companies Act, 2013 (18 of 2013).

26. A valuer shall not offer gifts or hospitality or a financial or any other advantage to a public servant or any other person with a view to obtain or retain work for himself / itself, or to obtain or retain an advantage in the conduct of profession for himself / itself.

Remuneration and Costs.

27. A valuer shall provide services for remuneration which is charged in a transparent manner, is a reasonable reflection of the work necessarily and properly undertaken, and is not inconsistent with the applicable rules.

28. A valuer shall not accept any fees or charges other than those which are disclosed in a written contract with the person to whom he would be rendering service.

Occupation, employability and restrictions.

29. A valuer shall refrain from accepting too many assignments, if he/it is unlikely to be able to devote adequate time to each of his/ its assignments.

30. A valuer shall not conduct business which in the opinion of the authority or the registered valuer organisation discredits the profession.

Miscellaneous

31. A valuer shall refrain from undertaking to review the work of another valuer of the same client except under written orders from the bank or housing finance institutions and with knowledge of the concerned valuer.

32. A valuer shall follow this code as amended or revised from time to time.

DEFINITION OF VALUE FOR THIS SPECIFIC PURPOSE

This exercise is to assess **Value** of the property under reference as on **22nd January 2025**.

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

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

Fundamental assumptions and conditions presumed in this definition are:

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

DECLARATION OF PROFESSIONAL FEES CHARGED

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

VALUATION OF THE PROPERTY PREMISES

Considering various parameters recorded, existing economic scenario, and the information that is available with reference to the development of neighborhood and method selected for valuation, we are of the opinion that, the property premises can be assessed and valued for this particular purpose at **₹ 8,54,00,000.00 (Rupees Eight Crore Fifty Four Lakh Only)**.

For **VASTUKALA CONSULTANTS (I) PVT. LTD.**

Director

Auth. Sign.

Sharadkumar B. Chalikwar

Govt. Reg. Valuer

Chartered Engineer (India)

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

SBI Panelment No.: SME/TCC/2021-22/85/13



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