

RAJAN PILLAI
ADVOCATE

Ref: ~~116~~/SBI

25/01/2019

The Branch Manager
State Bank of India
S.M.E Goregaon (E) Branch,
Block No 101, 1st Floor,
Kohinoor Industrial Estate,
Western Express Highway,
Goregaon (E),
Mumbai 400063.

Annexure - B: Report of Investigation of Title in respect of immovable Property.

1.	a) Name of the Branch/ Business Unit/Office seeking opinion.	SBI- S.M.E Goregaon (E) Branch
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Nil
	c) Name of the Borrower.	M/s. Nidhaan Buildcon Pvt. Ltd.
2.	a) Name of the unit/concern company/person offering Property/(ies) as security.	M/s. Nidhaan Infracon Private Limited
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Private Limited Company
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.).	Guarantor
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	1) Flat No. 201, Admeasuring 1367 Sq. ft. 2) Flat No. 202, Admeasuring 1453 Sq. ft. 3) Flat No. 301, Admeasuring 1367 Sq. ft. 4) Flat No. 302, Admeasuring 1442 Sq. ft. 5) Flat No. 402, Admeasuring 1249



	<p>Sq. ft.</p> <p>6) Flat No. 502, Admeasuring 1453 Sq. ft.</p> <p>7) Flat No. 601, Admeasuring 1367 Sq. ft.</p> <p>8) Flat No. 602, Admeasuring 1442 Sq. ft.</p> <p>of building known as "Nidhaan House" constructed on all that piece of parcel of land bearing original Plot Nos. 20A and B of Tejpai scheme Road No.2, Bering Survey No.54, Hissa No. and 2 (part) and to City Survey Nos. 428B, 428/34B to 428/38B corresponding to New City Survey No. 428B/1 of Village Vileparle (East) in BMC K (east) ward No. 1654 in the registration district and sub district of Mumbai City and Mumbai Suburban Situate at Vileparle (E) Mumbai 400 057.</p>
a) Survey No.	<p>Survey No.54, Hissa No. and 2 (part) and to City Survey Nos. 428B, 428/34B to 428/38B corresponding to new City Survey No. 428B/1</p>
b) Door/House no. (in case of house property)	<p>1) Flat No. 201, Admeasuring 1367 Sq. ft.</p> <p>2) Flat No. 202, Admeasuring 1453 Sq. ft.</p> <p>3) Flat No. 301, Admeasuring 1367 Sq. ft.</p> <p>4) Flat No. 302, Admeasuring 1442 Sq. ft.</p> <p>5) Flat No. 402, Admeasuring 1249 Sq. ft.</p> <p>6) Flat No. 502, Admeasuring 1453 Sq. ft.</p> <p>7) Flat No. 601, Admeasuring 1367 Sq. ft.</p> <p>8) Flat No. 602, Admeasuring 1442 Sq. ft.</p>

c) Extent/ area including plinth/ built up area in case of house property	Mentioned in clause No. 3 above
d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Village Vile Parle (East) in BMC K (east) ward No. 1654 in the Registration District and Sub District of Mumbai City and Mumbai Suburban Situate at Vile Parle (E) Mumbai 400 057.
(e) Boundaries	East : Tejpal Scheme Road No. 2 West: Property of Late Surajben Manilal North: Property of Late Surajben Manilal South: Jeevan Sarita C. H. S. Ltd
<p>4. a) Particulars of Documents scrutinized-serially and chronologically.</p> <p>a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>b) Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.</p>	<p>Documents Verified:- (photo copies)</p> <p>a) Original Deed of Conveyance dated 05/11/2007 executed by and between Vijay Pandurang Bhat and Sharad Pandurang Bhat as the Vendor of the one part and M/s. Ajab real Estate company Private Limited as the Purchaser of the Second part.</p> <p>b) Original Registration Receipt No. 8117 dated 05/11/2007 issued by Sub-Registrar Assurance Andheri No. 4</p> <p>c) Original Agreement for Sale- cum development dated 07/04/2006 executed by and between Vijay Pandurang Bhat and Sharad Pandurang Bhat as the Vendor of the one part and M/s. Ajab real Estate company Private Limited as the Purchaser of the Second part.</p> <p>d) Original Registration Receipt No. 3445 dated 08/05/2006 issued by Sub-Registrar Assurance Andheri No. 2</p> <p>e) Certified True copy of Property Card (428B/1)</p> <p>f) Certified True copy of Property Card (428B/2)</p>



			<p>g) Copy of the Intimation of Disapproval dated 25/05/2009.</p> <p>h) Copy of the Commencement Certificate dated 17/02/2011 issued by Municipal Corporation of Greater Mumbai.</p> <p>i) Copy of the Part Occupancy Certificate dated 31/03/2018 issued by Municipal Corporation of Greater Mumbai.</p> <p>j) Copy of the Title Certificate dated 01/04/2006 issued by K.V. Chheda & Co. (Advocate & Solicitors)</p> <p>k) Copy of the Electricity Bill.</p> <p>l) Copy of Certificate of Incorporation pursuant to change of name dated 24/07/2015.</p>	
Sl No.	Date	Name/Nature of the Documents	Original/Certified copy/certified extract/photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate
As Shown Above				
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)		Not applied	
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents Submitted?		N.A	
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total		N.A	

	<p>page numbers in the copy tally page by page with the original produced.</p> <p>(In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligent & cautiously.)</p>	
6.	<p>a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?</p>	Yes from the year 2002 onwards
	<p>b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.</p>	Yes
	<p>c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?</p>	N.A
7.	<p>a) Property offered as security falls within the jurisdiction of which sub-registrar office?</p>	Mumbai
	<p>b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?</p>	N. A.
	<p>c) Whether search has been made at all the offices named at (b) above?</p>	N. A.
	<p>d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?</p>	N. A.
8.	<p>Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder.</p> <p>And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)</p>	Search for 30 years from 1990 to 2019
9.	Nature of Title of the intended Mortgagor	Ownership Rights



	over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	
10.	If leasehold, whether;	Freehold property
	a) lease Deed is duly stamped and registered	N.A.
	b) lessee is permitted to mortgage the Leasehold right,	N.A.
	c) duration of the Lease/unexpired period of lease,	N.A.
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.	N. A.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N. A.
	f) Right to get renewal of the leasehold rights and nature thereof.	N. A.
11.	If Govt. grant/ allotment/ Lease-cum/ Sale Agreement, whether;	N.A.
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions.	N. A.
	the mortgagor is competent to create charge on such property,	N. A.
	whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N. A.
12.	If occupancy right, whether;	N.A
	a) Such right is heritable and transferable,	N.A
	b) Mortgage can be created.	N.A
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/ procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	N. A.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	No
	a) The Gift/Settlement Deed is duly stamped and registered;	N.A.

	b) The Gift/Settlement Deed has been attested by two witnesses	N.A.
	c) The Gift/Settlement Deed transfers the property to Donee;	N.A.
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	N.A.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	N.A.
	f) Whether the Donee is in possession of the gifted property;	N.A.
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	No
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No
15.	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	No
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N. A.
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N. A.
	(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/ complied with.	N. A.
	(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N. A.



16.	Whether the title documents include any testamentary documents /wills?	No
	(a) In case of wills, whether the will is registered will or unregistered will?	N. A.
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	
	(c) Whether the property is mutated on the basis of will?	N. A.
	(d) Whether the original will is available?	N. A.
	(e) Whether the original death certificate of the testator is available?	N. A.
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	N. A.
17.	(a) Whether the property is subject to any wakf rights?	No
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	N. A.
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N. A.
18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	No

	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N. A.
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	No
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N. A.
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N. A.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N. A.
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	No it is not an Agricultural Land
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage? Other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N. A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N. A.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	No



22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	N. A.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N. A.
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	N. A.
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N. A.
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N. A.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N. A.
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior Charges with Company Registrar (ROC), Articles of Association/provision for common seal etc.	Private Limited company. Board resolution and prior charge with Company Registrar and Articles of Association to be obtained
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ?	No.
	ii) If Yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor	N. A.

	company/ LLP (seller) and the vendee company (purchaser)?	
	iii) Whether the above search of charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	N.A
	iv) If the search reveals encumbrances/ charges, whether such charges/encumbrances have been satisfied?	N.A
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
27.	(a) Whether any POA is involved in the chain of title?	No
	(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	N. A.
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	N. A.
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified /compared with the original POA.	N. A.
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N. A.



	<p>i. Whether the original POA is verified and the title investigation is done on the basis of original POA?</p> <p>ii. Whether the POA is a registered one?</p> <p>iii. Whether the POA is a special or general one?</p> <p>iv. Whether the POA contains a specific authority for execution of title document in question?</p>	<p>N. A.</p> <p>N. A.</p> <p>N. A.</p> <p>N. A.</p>
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	N. A.
	(g) Please comment on the genuineness of POA?	N.A.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	N.A.
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	N.A
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Flats
A	Promoter's/Land owner's title to the land/ building; Development	Yes
B	Agreement/Power of Attorney;	Conveyance Deed
C	Extent of authority of the Developer/builder;	Owned by Builder /Developer
D	Independent title verification of the Land and/or building in question;	Yes
E	Agreement for sale (duly registered);	

F	Payment of proper stamp duty;	stamp duty paid on Conveyance Deed
G	Requirement of registration of sale agreement, development agreement, POA etc.,	N.A
H	Approval of building plan, permission of appropriate/local authority, etc.;	Yes
I	Conveyance in favour of Society/ Condominium concerned;	N.A
J	Occupancy Certificate/allotment Possession letter	Occupancy Certificate dated
K	Membership details in the Society etc.;	N. A.
L	Share Certificates;	N. A.
M	No Objection Letter from the Society;	N. A.
N	All legal requirements under the local/ Municipal laws, regarding ownership of flats/Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	N.A
O	Requirements, for noting the Bank charges on the records of the Housing Society, if any; \	N.A.
P	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Not applicable
Q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Nil
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the	I have caused search for period from 1990 to 2019 and have not



	encumbrance is created and if so, satisfaction of charge, if any.	observed any adverse transaction etc., as per available records.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Latest property tax paid.
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No Objection Certificate under the Income Tax Act is required/obtained.	No N. A.
34.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Nil
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes
36.	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/partition of the property is legally valid? (c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories/houses, as the case may be).	Yes Yes Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	N.A.
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please	N. A.

	elaborate/ comment on the same.	
39.	If Valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Not produced.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No.
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
	Property is SARFAESI compliant (Y/N)	YES
42.	In absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N. A.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N. A.
44.	Additional aspects relevant for investigation of title as per local laws.	N. A.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Yes, Bank is hereby advised to Create Registered Mortgage since the property proposed to mortgage is unsold flat retained by the Borrower.



46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. Nidhaan Infracon Pvt. Ltd.
47.	1. Whether the Real Estate Projects comes under Real Estate (Regulation and Development Act, 2016)	Yes
	2. Whether the project is registered with Real Estate regulation authority? Whether the Registered Agreement for sale as prescribed in the above Act/Rules there is executed?	Maharashtra Real Estate Regulatory Authority Registration certificate bearing No: P51800005536
	3. Whether the details of the Apartment/Plot in questions are verified with the list of number and types of apartment or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority.	The same shall be verified by the Technical person.

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

Date : Mumbai
Place: 25/01/2019



Name of the Owner/Guarantor/Mortgagor:

Ann. I

M/s. Nidhaan Infracon Pvt. Ltd.

List of Documents Verified (Original/photo Copies)

- m) Original Deed of Conveyance dated 05/11/2007 executed by and between Vijay Pandurang Bhat and Sharad Pandurang Bhat as the Vendor of the one part and M/s. Ajab real Estate company Private Limited as the Purchaser of the Second part.
- n) Original Registration Receipt No. 8117 dated 05/11/2007 issued by Sub-Registrar Assurance Andheri No. 4
- o) Original Agreement for Sale- cum development dated 07/04/2006 executed by and between Vijay Pandurang Bhat and Sharad Pandurang Bhat as the Vendor of the one part and M/s. Ajab real Estate company Private Limited as the Purchaser of the Second part.
- p) Original Registration Receipt No. 3445 dated 08/05/2006 issued by Sub-Registrar Assurance Andheri No. 2
- q) Certified True copy of Property Card (428B/1)
- r) Certified True copy of Property Card (428B/2)
- s) Copy of the Intimation of Disapproval dated 25/05/2009.
- t) Copy of the Commencement Certificate dated 17/02/2011 issued by Municipal Corporation of Greater Mumbai.
- u) Copy of the Part Occupancy Certificate dated 31/03/2018 issued by Municipal Corporation of Greater Mumbai.
- v) Copy of the Title Certificate dated 01/04/2006 issued by K.V. Chheda & Co. (Advocate & Solicitors)
- w) Copy of the Electricity Bill.
- x) Copy of Certificate of Incorporation pursuant to change of name dated 24/07/2015.



Flow of Title

- a) It is observed from the documents submitted before me that the piece of parcel of land bearing original Plot Nos. 20A and B of Tejpal scheme Road No.2, Bering Survey No.54, Hissa No. and 2 (part) and to City Survey Nos. 428B, 428/34B to 428/38B of Village Vileparle (East) in BMC K (east) ward No. 1654 in the registration District and Sub District of Mumbai City and Mumbai Suburban Situate at Vile Parle (E), Mumbai 400 057, was owned by Smt. Leela Wamanrao Narvekar And Smt. Vimal Ramesh Narvekar.
- b) It is observed from the documents submitted before me that the Deed Conveyance dated 28/06/1960 executed by and between Smt. Leela Wamanrao Narvekar And Smt. Vimal Ramesh Narvekar as the Vendor of the one part and Mr. Vijay Pandurang Bhat And Mr. Sharad Pandurang Bhat as the purchaser of the Second part; the said Vendors had granted, sold, transferred, assured and conveyed unto the Mr. Vijay Pandurang Bhat And Mr. Sharad Pandurang Bhat to the said Property i.e. Plot Nos. 20A and B of Tejpal scheme Road No.2, Bering Survey No.54, Hissa No. and 2 (part) and to City Survey Nos. 428B, 428/34B to 428/38B of Village Vileparle (East) in BMC K (east) ward No. 1654 in the registration district and sub district of Mumbai City and Mumbai Suburban Situate at Vile Parle (E) Mumbai 400 057, for consideration and upon terms and conditions contained therein and said Deed of Conveyance dated 29/10/2010 was duly registered with Sub-Registrar of Assurance at Bandra under No. BND/1322/1/10 of 1960 on 28/06/1960.
- c) It is observed from the documents submitted before me that the Agreement for Sale- Cum Development dated 07/04/2006 executed by and between Vijay Pandurang Bhat and Sharad Pandurang Bhat as the Vendor of the one part and M/s. Ajab Real Estate company Private Limited as the Purchaser of the Second part, the said Purchaser thereby agreed to purchase Plot Nos. 20A and B of Tejpal scheme Road No.2, Bering Survey No.54, Hissa No. and 2 (part) and to City Survey Nos. 428B, 428/34B to 428/38B of Village Vile Parle (East) in BMC K (East) ward No. 1654 in the registration district and sub district of Mumbai City and Mumbai Suburban Situate at Vile Parle (E) Mumbai 400 057, for consideration of Rs. 2,10,00,000/- and upon terms and conditions contained therein and said Agreement for Sale- cum development dated 07/04/2006 was duly registered with Sub-Registrar of Assurance at Bandra under No. BDR-4-3429-2006 dated 08/05/2006.
- d) It is observed from the documents submitted before me that by Deed of Conveyance dated 05/11/2007 executed by and between Vijay Pandurang Bhat and Sharad Pandurang Bhat as the Vendor of the one part and M/s. Ajab Real Estate company Private Limited as the Purchaser of the Second part, the said Purchaser thereby agreed

to purchase Plot Nos. 20A and B of Tejpal scheme Road No.2, Bering Survey No.54, Hissa No. and 2 (part) and to City Survey Nos. 428B, 428/34B to 428/38B of Village Vile Parle (East) in BMC K (East) ward No. 1654 in the registration district and sub district of Mumbai City and Mumbai Suburban Situate at Vile Parle (E) Mumbai 400 057 and upon terms and conditions contained therein and said Deed of Conveyance dated 05/11/2007 was duly registered with Sub-Registrar of Assurance at Andheri No. 4 under No. BDR-15-2007.

- e) It is observed from the documents submitted before me that the M/s. Ajab Real Estate company Private Limited have obtained IOD & amended plans AND Commencement Certificate No. CE/948/WS/AK dated 17/02/2011 from Municipal Corporation of Greater Mumbai and upon obtaining necessary construction permission from the competent authority said M/s. Ajab Real Estate Company Private Limited had constructed a building known as "Nidhaan House" in the said plot of land.
- f) It is observed from the documents submitted before me the said M/s. Ajab Real Estate Company had changes their name to M/s. Nidhaan Infracon Pvt. Ltd. and the competent authority had issued certificate of Incorporation dated 24/07/2015 pursuant to change of name from M/s. Ajab Real Estate Company Private limited to M/s. Nidhaan Infracon Pvt. Ltd.
- g) It is observed that the said M/s. Nidhaan Infracon Pvt. Ltd had registered the said Project with Maharashtra Real Estate Regulatory Authority and the said authority had issued registration certificate bearing No: P51800005536 in respect of the said project on 11/08/2017.
- h) It is observed that the Occupancy Certificate from the MCGM has been obtained on 31/03/2018 and further the said M/s. Nidhaan Infracon Pvt. Ltd had retained the various flats for their own use and out of said flats, Flat No: 201, 202, 301, 302, 402, 502, 601 and 602 more particularly mentioned in the Schedule hereunder offered to SBI as a security for the credit facilities to be availed by the borrowers.

In view of the aforementioned I opine that the said M/S. Nidhaan Infracon Pvt. Ltd., have valid, clear, legal, marketable title to the said flat more particularly mentioned in the Schedule hereunder and M/S. Nidhaan Infracon Pvt. Ltd., are entitled to create valid and enforceable simple mortgage in favour of Bank.



Annexure - C: Certificate of Title

1. I have examined the Original / photo copy of the title deed and other documents more particularly mentioned on the clause 4 herein above relating to the schedule property/(ies) and offered as security by way of Registered Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered / Equitable mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:
2. I have examined the Documents, in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices, /Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1990 to 2019 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. The bank would derive a first charge over the property upon creation of

Mortgage upon creation of mortgage

7. There is no minor's charge in the said property.
8. The mortgage if created will be perfect and available to the bank, for the liability of the borrower M/s. Nidhaan Buildcon Pvt. Ltd.
9. I certify that M/s. Nidhaan Infracon Pvt. Ltd., have an absolute, clear and Marketable title over the Schedule property/ (ies) i.e. flats. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
9. In case of Creation of Registered Mortgage by Deposit of title deeds, the said M/s. Nidhaan Infracon Pvt. Ltd., has mortgage the property by Depositing following title deeds and created a valid and enforceable mortgage:
 - a) Certified True copy of the Deed of Conveyance dated 05/11/2007 executed by and between Vijay Pandurang Bhat and Sharad Pandurang Bhat as the Vendor of the one part and M/s. Ajab Real Estate company Private Limited as the Purchaser of the Second part.
 - b) Certified True copy of Agreement for Sale- cum development dated 07/04/2006 executed by and between Vijay Pandurang Bhat and Sharad Pandurang Bhat as the Vendor of the one part and M/s. Ajab real Estate company Private Limited as the Purchaser of the Second part.
 - c) Copy of the Intimation of Disapproval dated 25/05/2009.
 - d) Copy of the Commencement Certificate dated 17/02/2011 issued by Municipal Corporation of Greater Mumbai.
 - e) Copy of the Part Occupancy Certificate dated 31/03/2018 issued by Municipal Corporation of Greater Mumbai.
 - f) Copy of the Title Certificate dated 01/04/2006 issued by K.V. Chheda & Co. (Advocate & Solicitors)
 - g) Copy of the Electricity Bill.
 - h) Copy of the Property Card.



SCHEDULE OF THE PROPERTY (IES)

- 1) Flat No. 201, Admeasuring 1367 Sq. ft.
- 2) Flat No. 202, Admeasuring 1453 Sq. ft.
- 3) Flat No. 301, Admeasuring 1367 Sq. ft.
- 4) Flat No. 302, Admeasuring 1442 Sq. ft.
- 5) Flat No. 402, Admeasuring 1249 Sq. ft.
- 6) Flat No. 502, Admeasuring 1453 Sq. ft.
- 7) Flat No. 601, Admeasuring 1367 Sq. ft.
- 8) Flat No. 602, Admeasuring 1442 Sq. ft.

of building to be known as "Nidhaan House " constructed on all that piece of parcel of land bearing original Plot Nos. 20A and B of Tejpal scheme Road No.2, Bering Survey No.54, Hissa No. and 2 (part) and to City Survey Nos. 428B, 428/34B to 428/38B corresponding to new City Survey No. 428B/1 of Village Vileparle (East) in BMC K (east) ward No. 1654 in the registration district and sub district of Mumbai City and Mumbai Suburban Situate at Vileparle (E) Mumbai 400 057.

Date : 25th January 2019



Note: The above Title Investigation report is issued upon perusal /scrutiny of the documents submitted to me and also based on the search report submitted by my Search Clerk. In order to corroborate the details mentioned in the report and the factual position, it is suggested that the Bank Official may visit the premises intended to be mortgaged and confirm the factual position. Further, from the search conducted at the Sub-Registrar's Office at Mumbai and Bandra the search report reveals that some of the indexes are either torn or not maintained properly and the remaining index does not show any adverse encumbrance in respect of Captioned property.