

Sanjeer Kanchan & Co.

ADVOCATES HIGH COURT

TITLE REPORT

4, "Milan" Bldg., 189/93,
(Bazar Gate Street),
Perin Nariman Street, Fort,
Mumbai - 400 001.

REF : SK : LO : 393 : 06 : 2018

To
State Bank of India
Kanpur Branch
Uttar Pradesh**Annexure - B : Report of Investigation of Title in respect of immovable Property.**

(All columns/items are to be completed/commented by the panel advocate

1.	Name of the Branch/Business Unit seeking opinion	State Bank of India Kanpur Branch Dist. Thane
2.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded	None
3.	Name of the unit/ concern/ company/ person offering the property (ies) as security	MRS. SHAHEEN QURESHI W/o Mr. Mohd Salim Qureshi
4.	Constitution of the unit/ concern/ persons/ body/authority offering the property for creation of charge.	Individual
5.	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
6. a)	Particulars of the documents scrutinized serially and chronologically	1. Copy of Registration Receipt No.8730 dated 18/11/2003 for Rs.15,360/- issued by Sub-Registrar of Assurances, Thane-3 in the name of Mr. Ketkar Mohammed Ishaque Mohd. Arshad through his



	<p>Shri Ketkar Mohammed Arshad</p> <p>2. Copy of Registered Sale Deed-cum-Conveyance Deed dated 18/11/2003 executed between Mr. Elyas Abdulla Khan as "Transferor" and Mr. Ketkar Mohammed Ishaque Mohd. Arshad through his Father and C.A. Ketkar Mohammed Arshad as "Transferee".</p> <p>3. Copy of Registration Receipt No.7720 dated 09/10/2003 for Rs.15,360/- issued by Sub-Registrar of Assurances, Thane-3 in the name of Mr. Ketkar Mohammed Ishaque Mohd. Arshad.</p> <p>4. Copy of Registered Agreement to Sell dated 06/10/2003 executed between Mr. Elyas Abdulla Khan as "Seller" and Mr. Ketkar Mohammed Ishaque Mohd. Arshad as "Purchaser".</p> <p>5. Copy of Registration Receipt No.3903 dated 19/04/2010 for Rs.40,810/- issued by Sub-Registrar of Assurances, Thane-8 in the name of Mrs. Shaheen Qureshi W/o Mr. Mohd Salim Qureshi.</p> <p>6. Copy of Registration Receipt No.3904 dated 19/04/2010</p>
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		<p>Rs.4,500/- issued by Sub-Registrar of Assurances, Thane-8 in the name of Mrs. Shaheen Qureshi W/o Mr. Mohd Salim Qureshi.</p> <p>7. Copy of Franking Deposit Slip dated 17/04/2010 for Rs.72,100/- issued by Punjab & Maharashtra Co-op. Bank Ltd. in the name of Mrs. Shaheen Qureshi.</p> <p>8. Copy of Sale Deed-cum-Conveyance Deed dated 19/04/2010 executed between Mr. Ketekar Mohammed Ishaque Mohd. Arshad through his Father & Constituted Attorney Mr. Ketekar Mohammed Arshad as "Transferor" and Mrs. Shaheen Qureshi, W/o Mr. Mohd. Salim Qureshi as "Transferee".</p> <p>9. Copy of Share Certificate No.45 dated 10/06/1982 issued by Noor Co-operative Housing Society Ltd. in the name of Mr. Abdul Salam Shaikh Mohiuddin Gite, duly transferred in the name of Mr. Elyas Abdulla Khan on 31/10/1988, further transferred in the name of Mr. Ketekar Mohammed Ishaque Mohd. Arshad on 13/12/2003.</p>
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		<p>10. Copy of Part Occupancy Certificate dated 23/07/1985 issued by CIDCO.</p> <p>11. Copy of Power of Attorney dated 23/02/2010 executed by Mr. Ketekar Mohammed Ishaque Mohd. Arshad in favour of Mr. Ketekar Mohammed Arshad.</p>
b)	Nature of documents verified as to whether they are original or certified copies or registration extracts duly certified.	Photocopies examined.
7.	Complete or full description of the immovable property(ies) offered as security for creation of mortgage whether equitable or registered mortgage	Flat No.5, admeasuring 655 Sq. Ft. (Built-up) area, on the First Floor, in the building No.3A, Wing-A, of the Noor Co-operative Housing Society Ltd., on Plot No.18, situated at Sector-9A, Vashi, Navi Mumbai, Tal. & Dist. Thane.
i)	Survey No.	Plot No.18, situated at Sector-9A, Vashi, Navi Mumbai, Tal. & Dist. Thane.
ii)	Door/House no. (incase of house Property	Flat No.5
iii)	Extent/area including plinth/built up area in case of house property.	Admeasuring 655 Sq. Ft. (Built-up) area.
iv.	Locations like name of the place, Village, city, registration, sub-district etc, Boundaries.	On Plot No.18, situated at Sector-9A, Vashi, Navi Mumbai, Tal. & Dist. Thane.
v.	Boundaries	N.A.
8	Flow of Titles tracing out the title of the intended mortgagor and his/its predecessors in interest from the Mother Deed to the Latest Title Deeds And wherever Minor's interest or other clog on	1. Mr. Abdul Salam Shaikh Mohiuddin Gite was the original



<p>title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p> <p>(Separate Sheets may be used)</p>	<p>Owner who has been allotted Share Certificate No.45 dated 10/06/1982 issued by Noor Co-operative Housing Society Ltd., bearing Registration No.TNA/HSG/1415 dated 17/05/1982, said Share Certificate duly transferred in the name of Mr. Elyas Abdulla Khan on 31/10/1988, further transferred in the name of Mr. Ketekar Mohammed Ishaque Mohd. Arshad on 13/12/2003.</p> <p>2. Said Mr. Abdul Salam Shaikh Mohiuddin Gite sold and assigned all his rights in and upon the said Flat in favour of Transferor, Mr. Elyas Abdulla Khan for proper consideration by executing Agreement to Sale dated 20/09/1998 which has been registered with the Sub-Registrar</p>
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		<p>of Assurances, Thane, under Document No.18349 dated 19/09/1998.</p> <p>3. Said Mr. Elyas Abdulla Khan sold and assigned all his rights in and upon the said Flat in favour of Transferor, Mr. Ketekar Mohammed Ishaque Mohd. Arshad for proper consideration by executing Sale Deed-cum-Conveyance Deed dated 18/11/2003. Said Sale Deed has been registered with the Sub-Registrar of Assurances, Thane-3, vide its Registration Receipt No.08730 dated 18/11/2003.</p> <p>4. Said Mr. Ketekar Mohammed Ishaque Mohd. Arshad by and under Sale Deed-cum-Conveyance Deed dated 19/04/2010 sold said Flat No.5, admeasuring 655 Sq.</p>
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		<p>Ft. (Built-up) area, on the First Floor of the said building to Mrs. Shaheen Qureshi.</p> <p>5. Said Sale Deed-cum-Conveyance Deed dated 19/04/2010 is stamped with appropriate Stamp Duty and registered with Sub-Registrar of Assurances, Thane-8 under Sr. No.TNN8-03670-2010 dated 19/04/2010.</p>
9	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inam Holder or govt. Grantee/Allottee etc.)	Ownership
10 (a)	<p>Encumbrances, Attachments , and/or claims whether of Government, Central or State or other local authorities or Third Party claims, Liens, etc and details thereof.</p> <p>If yes, give the details thereof.</p>	No Encumbrance found over the said Property, subject to liability of Axis Bank Ltd.
b)	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge ,if any	Search conducted in the Office of Sub-Registrar, Mumbai for 30 Years (1989-2018)
11	Detail regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy	N.A.



12	Details of RTC extracts / mutation extracts/ Katha extracts pertaining to the property in question.	N.A.
13	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.	N.A.
14	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc, as also any precaution to be taken by the Bank in this regard.	N.A.
15	The Specific persons who are required to create Registered Mortgage.	Mrs. Shaheen Qureshi

Date : 25/06/2018

Place : Mumbai



For SANJEEV KANCHAN & CO.

Vice
Partner

Signature of the Advocate

Annexure C

Checklist for the guidance of the Advocates verifying the title to the property(ies) offered as security

1	Nature of Title (Ownership/ Leasehold/ Occupancy/ Govt. Grant/ Allotments etc	Ownership
2.	If leasehold, whether;	N.A.
	(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.
3.	If Govt.grant/allotment/Lease- cum/Sale Agreement, whether;	N.A.
	a) Grant/agreement etc, provides for alienable rights to the mortgagor with or without conditions.	N.A.
	b) The mortgagor is competent to create charge on such property	N.A.
4.	If occupancy right, whether	N.A.
	(a) Such right is heritable and transferable,	N.A.
	Mortgage can be created.	N.A.



5.	a. Urban land ceiling, whether required and if so, details thereon.	N.A.
	b. Whether No Objection Certificate under the Income Tax Act is required / obtained.	N.A.
6.	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.
7.	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.	N.A.
8.	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	N.A.
9.	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).	N.A.
10 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.	N.A.
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 mortgageable title thereon.	N.A.



11 a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.
b.	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
12 a.	Whether the property belong to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar(ROC), Articles of Association/provision for common seal etc.	N.A.
b.	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.
13	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.
14	If the property is a flat/apartment or residential/commercial complex, check and comment on the following :	Flat
a.	Promoter's/Land owner's title to the land/building;	N.A.
b.	Development Agreement/Power of Attorney	N.A.
c.	Extent of authority of the Developer/builder;	N.A.



d.	Independent title verification of the Land and/or building in question	N.A.
e.	Agreement for Sale (duly registered)	Yes
f.	Payment of proper stamp duty	Yes
g.	Conveyance in favour of Society/ Condominium concerned	N.A.
h.	Occupancy Certificate / Allotment Letter/ Letter of Possession	N.A.
i.	Membership details in the Society, etc	N.A.
j.	Share Certificates	N.A.
k.	No Objection Letter from the Society	N.A.
l.	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.
15	Where the property is a 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.	N.A.
16	Pending Litigations/ Court Attachments / injunction/stay orders/ acquisition by the Govt./Local Authorities etc that could be ascertained.	N.A.
17	Any other details is required for the purpose.	



ANNEXTURE - D**CERTIFICATE OF TITLE**

I have examined the copies of Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of 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 Mortgage is created, it will satisfy the requirements of creation of Registered Mortgage and I further certify that :

1. I have examined the Documents in details, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

IA. 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.

IB . 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.

2A There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1984 to 2013 pertaining to the immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

2B In case of second/subsequent charge in favour of the Bank, there are no other mortgage/charges other than already stated in the Loan documents and agreed to by the Mortgage and the Bank (Delete, whichever is inapplicable).

1. Minor(s) and his/their interest in the property(ies) is to be extent of: **NIL**



2. The Mortgage if created, will be available to be Bank for the Liability of the intending Borrower, **Mrs. Shaheen Qureshi**.
3. I certify that **Mrs. Shaheen Qureshi, subject to liability of Axis Bank Ltd.** has an absolute, clear Marketable title over the Schedule property/(ies). I further certify that the above title deeds are genuine and a valid Registered Mortgage can be created and the said Mortgage would be enforceable.
4. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage:
 1. Original Registration Receipt No.8730 dated 18/11/2003 for Rs.15,360/- issued by Sub-Registrar of Assurances, Thane-3 in the name of Mr. Ketkar Mohammed Ishaque Mohd. Arshad through his Father Shri Ketkar Mohammed Arshad.
 2. Original Registered Sale Deed-cum-Conveyance Deed dated 18/11/2003 executed between Mr. Elyas Abdulla Khan as "Transferor" and Mr. Ketkar Mohammed Ishaque Mohd. Arshad through his Father and C.A. Ketkar Mohammed Arshad as "Transferee".
 3. Original Registration Receipt No.7720 dated 09/10/2003 for Rs.15,360/- issued by Sub-Registrar of Assurances, Thane-3 in the name of Mr. Ketkar Mohammed Ishaque Mohd. Arshad.
 4. Original Registered Agreement to Sell dated 06/10/2003 executed between Mr. Elyas Abdulla Khan as "Seller" and Mr. Ketkar Mohammed Ishaque Mohd. Arshad as "Purchaser".
 5. Original Registration Receipt No.3903 dated 19/04/2010 for Rs.40,810/- issued by Sub-Registrar of Assurances, Thane-8 in the name of Mrs. Shaheen Qureshi W/o Mr. Mohd Salim Qureshi.



6. Original Franking Deposit Slip dated 17/04/2010 for Rs.72,100/- issued by Punjab & Maharashtra Co-op. Bank Ltd. in the name of Mrs. Shaheen Qureshi.
7. Original Sale Deed-cum-Conveyance Deed dated 19/04/2010 executed between Mr. Ketekar Mohammed Ishaque Mohd. Arshad through his Father & Constituted Attorney Mr. Ketekar Mohammed Arshad as "Transferor" and Mrs. Shaheen Qureshi, W/o Mr. Mohd. Salim Qureshi as "Transferee".
8. Original Share Certificate No.45 dated 10/06/1982 issued by Noor Co-operative Housing Society Ltd. in the name of Mr. Abdul Salam Shaikh Mohiuddin Gite, duly transferred in the name of Mr. Elyas Abdulla Khan on 31/10/1988, further transferred in the name of Mr. Ketekar Mohammed Ishaque Mohd. Arshad on 13/12/2003.
9. Copy of Part Occupancy Certificate dated 23/07/1985 issued by CIDCO.
10. Original Letter of NOC for Mortgage issued by Society in favour of Bank.
11. Copy of latest Maintenance Charges Bill issued by the Society.
12. Copy of latest Municipal Tax paid Receipt
13. Original No Dues Certificate issued by Axis Bank Ltd.



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

SCHEDULE OF THE PROPERTY(IES)

Flat No.5, admeasuring 655 Sq. Ft. (Built-up) area, on the First Floor, in the building No.3A, Wing-A, of the Noor Co-operative Housing Society Ltd., on Plot No.18, situated at Sector-9A, Vashi, Navi Mumbai, Tal. & Dist. Thane.

Place : Mumbai

Date : 25/06/2018



For SANJEEV KANCHAN & CO.

Shilpa **Partner**

Signature of the Advocate



CHALLAN
MTR Form Number-6



GRN MH002755261201819E		BARCODE		Date 15/06/2018-16:04:49		Form ID	
Department Inspector General Of Registration				Payer Details			
Search Fee				TAX ID (If Any)			
Type of Payment Other Items				PAN No.(if Applicable)			
Office Name THN3_THANE NO 3 JOINT SUB REGISTRA				Full Name		Rajan Ashok Bhaip	
Location THANE							
Year 2018-2019 One Time				Flat/Block No.			
Account Head Details			Amount In Rs.		Premises/Building		
0030072201 SEARCH FEE			750.00		Road/Street		
					Area/Locality		
					Town/City/District		
					PIN		
					Remarks (If Any)		
					Village Vashi Sector No 9A Plot No 18 Flat No 5 1989 To 2018		
Total			750.00		Amount In		Seven Hundred Fifty Rupees Only
					Words		
Payment Details UNION BANK OF INDIA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	02901792018061514209	30054949
Cheque/DD No.				Bank Date	RBI Date	15/06/2018-16:06:08	Not Verified with RBI
Name of Bank				Bank-Branch		UNION BANK OF INDIA	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
 सधर चलन "ट्रिप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा जोदणी न करावयाच्या दस्तांसाठी लागू नाही.
 Mobile No. : 7666473082

Rajan Bhaip

Search Clerk

MUMBAI

MOB:- 7666473082/9869633904 PAN NO. AVCPB5789N.

To,
Sanjeev Kanchan & Co.
Advocates,
Fort, Mumbai

Mohammed Salim Qureshi

Sub: Investigation of title piece or parcel of the land and structure bearing Sector No. 9A, Plot No. 18, Flat No. 5, 1st Floor, A-Wing, Noor CHSL, Situated at Vashi Village, Taluka & District Thane.

Dear Sir,

As per your instructions, I have taken the search of above mentioned property at Thane S.R.O. Manual Record from the year 1989 to 2001 (13 years) and Thane Computer Records from the year 2002 to 2018 (17 Years).

While taking searches, I have found following documents Registered / Indexed therein pertaining to the aforesaid flat however some entries were found pertaining to other flats in the same building but the same is not captured here as they are not related to the said flat..


Rajan Bhaip
9th June, 2017



Search taken at Sub-Registrar's Office at Thane Manual Record from the year 1989 to 2001 (13 Years).

1989

To] NIL-S.P.T.

1991

1992] TORN

1993

To] NIL-S.P.T.

1997

1998] NIL-S.P.T.

1999] NIL-S.P.T.

2000] NIL-S.P.T.

2001] NIL-S.P.T.

Search taken at Sub-Registrar's Office at Thane Computer Records from the year 2002 to 2018 (17 Years).

2002] NIL

2003] NIL

2004] NIL

2005] NIL

2006] NIL

2007] NIL

2008] NIL

2009] NIL



2010] ENTRY

TNN-8-8670 Agreement For Sale 19.04.2010

2010 AV. 1700000/- 19.04.2010

MV. 2237000/-

Shree Ketekar Mohammad Ishak Mohammad Arshad

Through Power Ketekar Mohammad Arshad.

To

Shahin Kureshi W/O Mohammad Salim Kureshi.

Schedule: Property bearing Sector No. 9A, Plot No. 18, Flat No. 5,
1st Floor, A-Wing, Noor CHSL, Building No. 3A, Situated at
Vashi Village, Taluka & District Thane. Area 60.87 Sq
Mtr.

2011] NIL

2012] NIL

2013] ENTRY

TNN-8-1100 Mortgage with Possession 11.02.2013

2013 AV. 50000000/- 11.02.2013

MV. 0/-

Shahin Salim Kureshi, Moh. Salim Gulam Rasul
Kureshi.

To

Axis Bank Ltd. Through Assi. Vice President Satish
Hatwar.

Schedule: Property bearing (1)Sector No. 9A, Plot No. 18, Flat No.
15, 4th Floor, A-Wing, C Phase Apartment, Noor CHSL,
Building No. 3A,

(2)Sector No. 9A, Plot No. 18, Flat No. 5, 1st Floor, A-
Wing, C Phase Apartment, Noor CHSL, Building No. 3A

(3)Sector No. 9A, Plot No. 18, Flat No. 7, 1st Floor, A-
Wing, C Phase Apartment, Noor CHSL, Building No. 3A

(4)Sector No. 9A, Plot No. 18, Flat No. 6, 1st Floor, A-
Wing, C Phase Apartment, Noor CHSL, Building No. 3A



(5)Sector No. 18, Plot No. 5, Office No. 210, 2nd Floor,
Ram Lakshman Commercial Center, Ram Laxman
Welfare, Situated at Vashi Village, Taluka & District
Thane.

2014]	NIL
2015]	NIL
2016]	NIL
2017]	NIL
2018]	Record Not Ready

Note: Computer Index II 1989 TO 2018 not maintain properly.


Rajan Bhaip
Search Clerk



NOTE OF PRECAUTION AND STEPS TO BE TAKEN

(AS MAY BE APPLICABLE)

- 1) In view of various fraudulent instances, it is noticed that the Borrowers/ Mortgagors/ Owners/Guarantors, present original title documents, along with the proposal

However while depositing the same, and at the time of creating the Mortgage, the Defrauders handover coloured/fabricated documents of title for creating the Mortgage. As such kindly be advised to keep the check

- 2) If the Development Agreements referred to along with the Power of Attorneys are not registered, the Developers/ Builders/ Promoters are to be treated as Consented Approved Contractors only on behalf of the Original Land Owners / Registered Owners whose title continues to remain in force in respect of the plot of land in the Revenue Records.
- 3) In the event if the Borrowers/ Mortgagors/ Owners/Guarantors is not in a position to deposit the original documents listed in the report, he/she/they be advised to take the following steps :-
 - a) to lodge the Police Complaint with the concerned Police Station for loss/ misplacements of the Original Documents of Title and to obtain the Certificate of Loss/ Misplacements, from the Police Station.
 - b) to advertise the loss of such documents in any of the two local newspaper by way of Public Notice.
 - c) to execute the Indemnity Bond in favour of the Bank/ Financial Institution, thereby indemnifying to the extent of the entire outstanding as may be due by the Borrower/s from time to time.
- 4) The Lien/ Charge of the Bank should be got confirmed by the Builders/ Promoters/Developers/ Society/ Talathi after the completion of mortgage as per the Undertaking given in their NOC earlier, or even otherwise.
- 5) The Borrowers/ Guarantors to confirm that the Property being mortgaged does not belong to the minor. Further if the ownership of the Property is in the name of the Minor, in that case necessary Court Permission has to be taken / undertaking to take such permission simultaneously be obtained.
- 6) That the Declaration from Borrowers/ Mortgagors/ Owners/Guarantors to declare that the Municipal Taxes and other taxes of the Mortgaged Property are paid up to date or to produce latest tax payment receipt.
- 7) The Declaration from the Borrowers/ Mortgagors/ Owners/Guarantors undertaking that if the Building Premises are a Shopping/ Commercial Mall, the Lease Rent earned from the Mortgaged Premises would be directly deposited with the Bank/ Financial Institutions.

Further, necessary NOC from the Mall Operators would be obtained for clarifying that the subject premises is free from encumbrances and is not charged or mortgaged in favor of any other Financial Institution.
- 8) In case if the ownership of the Property vests in Private Limited Company, the charge of the Registrar of Companies to the extent of property being mortgaged should be brought on record.
- 9) Builders/ Developers/ Promoters should undertake to promote the Co-operative Society of the Purchasers in the Building Complex as required under the provisions of the Maharashtra Ownership of Flats (Regulation of Promotion of Construction, Sale, Management & Transfer) Act, 1963 and Rules thereunder, Builder/ Developer would join the Society after the same is formed with unsold flats till the same are sold.
- 10) Certificate from the Registered Architect certifying that the status of Building on the following points :-
 - a) Whether the Building is completed in all respect and that Municipal Corporation has been applied for granting Occupation Certificate ;
 - b) Whether there is stop work notice from the Municipal Authorities ;
 - c) Confirming as to construction of the Building in the approved Residential / Development Zone.

