

Date:- 26/12/2019

To,  
Branch Manager,  
State Bank of India,  
Overseas Branch,  
15/54-B, Vindra Smriti Complex,  
Civil Lines Kanpur - 208001, Pin 2303697.

**Sub:** Legal Scrutiny Report (LSR)/Title Search Report of Mr. Mohammed Saleem Qureshi.

**I. DESCRIPTION OF THE PROPERTY:**

Flat No. 6, admeasuring 517 sq. ft. built up area, on the 1<sup>st</sup> Floor, in Building No. 2 known as 'Sea Face Apartment', in the Society, known as 'Noor Co-operative Housing Society Ltd.', constructed on Plot No. 18 situated at Sector - 9A of Village Vashi, Navi Mumbai, Taluka & District Thane.

Dear Sir/ Madam

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

1	a) Name of the Branch/Business Unit/Office Seeking opinion.	SBI Overseas Branch
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
	c) Name of the Borrower.	Mr. Mohammed Saleem Qureshi
2	a) Name of the unit/concern/company/person offering the property/(ies) as security.	Mr. Mohammed Saleem Qureshi
	b) Constitution of the unit/concern/person/body/authority offering the property for creation of as charge.	Individuals
	c) State as to under what capacity is security offered (whether as joint applicant or as guarantor, etc.)	Borrowers
3	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Flat No. 6, admeasuring 517 sq. ft. built up area, on the 1 <sup>st</sup> Floor, in Building No. 2 known as 'Sea Face Apartment', in the Society, known as 'Noor Co-operative Housing Society Ltd.'
	(a) Survey No.	
	(b) Door/House No. (in case of house property)	
	(c) Extent/ area including plinth/built up area in case of house property	
	(d) Locations like name of the place, village city, registration, sub-district etc. Boundaries.	



Swithin D. Jadhav

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Advocate High Court

Contd.....

				constructed on Plot No. 18 situated at Sector - 9A of Village Vashi, Navi Mumbai, Taluka & District Thane
	a) Particulars of the document scrutinized-Serially and Chronologically. b) Nature of documents verified and as to whether they are originals of certified copies of registration extracts duly certified.			Mentioned herein under
4.	<b>Note:</b> Only originals of certified extracts from the registering / land /revenue/other authorities be examined.			
	Sr. No.	Date	Name/Nature of the Document	Original/certified copy / certified extract/ photocopy, etc.
				In case of copies whether original was scrutinized by the Advocate.
	1	10/06/1982	Share Certificate bearing no. 26 distinctive numbers from 126 to 130 issued by Noor CHS Ltd. in the name of Mr. Mohmedali Munawar Husein Kolsawala.	Photocopy NO
	2	09/07/1982	Agreement to Lease between CIDCO Ltd. AND Noor Co-operative Housing Society Ltd.	Photocopy NO
	3	23/07/1985	Part Occupancy Certificate issued by CIDCO Ltd. to Noor CHS Ltd.	Photocopy NO
	4	06/11/1987	Articles of Agreement between Mr. Mohamed Irfan Mohamed Yunus AND Mr. Rocky D'souza	Photocopy NO
	5	27/04/1995	Power of Attorney granted by Mr. Rocky D'souza to Shri Dinesh Purohit	Photocopy NO
	6	12/06/1995	Deed between Mr. Rocky D'souza AND Mr. Satish Purohit as Confirming Party AND Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh alongwith registration receipt dated 12/06/1995	Photocopy NO
	7	19/04/2006	Power of Attorney granted by Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh in favour of Mr. Mohammed Salim Qureshi	Photocopy NO



8	29/03/2006	Re-conveyance Deed between The Hindusthan Co-operative Bank Ltd. AND Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh alongwith stamp duty receipt, registration receipt no. 2709 dated 29/03/2006 and Index II	Photocopy	NO
9	13/03/2006	Loan closure and charge release letter issued by The Hindusthan Co-operative Bank Ltd.	Photocopy	NO
10	04/05/2006	Agreement between Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh AND Applicant Mr. Mohammed Salim Qureshi alongwith stamp duty receipt and registration receipt no. 1335 dated 04/05/2006	Photocopy	NO
11	10/05/2006	Index II	Photocopy	NO
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.)			No
6	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal of computer system?			Yes
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.			Yes
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?			Since not possible
7	a) Property offered as security falls within the jurisdiction of which Sub-Registrar office?			Sub Registrar of Thane
	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?			Thane
	c) Whether search has been made at all the office of named at (b) above?			Yes
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?			No
8	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for such clog on the Title. In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/ encumbrances for a period of Not less than 30 years is mandatory. (Separate Sheets may be used)			Separate Sheet attached for flow of Title.

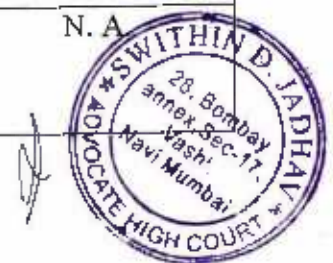




9	Nature of Title of the interred Mortgagor over the property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inam holder or Govt. Grantee/Allotted etc.)	Leasehold ownership
10	If leasehold whether,	Yes
	a) lease Deed is duly stamped and registered	No
	b) lessee is Permitted to mortgage the Leasehold right,	Yes
	c) duration to the Lease/unexpired period of lease,	60 years
	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 to get 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. of 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,	
	a)Such right is heritable and transferable,	Yes
	b) Mortgage can be created.	Yes
13	Nature of Minor's interest, interest, if any 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:	N. A.
	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 of by a separated writing or by implication of by actions	N. A.
	e) Whether there is any restriction on the Donor I execution the gift/settlement deed in question 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;	N. A.
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N. A.
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.	N. A.
	b) Whether the partition made is valid in law and 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 document/wills? a) In case of wills, whether the will is Registered will of 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?	N. A.
	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?	N. A.
	b) Whether the Property belongs to church/temple of any religious/other institution 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 Coparceners have no objection/join in execution minor's share if any, rights of female members etc.	N.A.
	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 or is subject to the rights of any trust?	N. A.
	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 precaution/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.	N. A.





	b) In the 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?	N. A.
	c) In the case of conversion of Agricultural land for commercial purposes or Otherwise 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 of proposed land acquisition proceedings?	No
	b) Whether any search/enquiry is made with the land Acquisition Office and the outcome of such Search/enquiry.	
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?	No
	c) Whether the title documents have any court seal/marking which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	No
	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N. A.
24	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 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, 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.
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.
	a) Whether any POA involved in the chain of title?	N. A.
27	b) Whether any 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 Documents is executed by the POA holders whether POA involved is i) one executed by the Builders Viz Companies / Firm / Individual or Proprietary Concern in favor of their partners / Employees / Authorised representative to sign Flat Allotment Letters , NOCs , Agreement for Sale , Sale Deeds etc in favor of Buyers of the flat/ units ( Builders 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 the Builder POA), Please clarify the following Clauses in respect of POA	N. A.
	Whether Original POA is verified and Title Investigation is done open the basis of Original POA? Whether POA is registered one? Whether POA is special or general one? Whether POA is contains the specific Authority for execution of documents in question?	N. A.
	f) Whether the POA was in force and not revoked and had become Invalid on the date of execution of the Agreement (please verify that the same has been ascertained by from the Office of the 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 POA holder, Check the genuineness of the Power of Attorney and extent of the power given therein and whether the same is properly executed /stamped /authenticated in terms of the law of the place.	N. A.
29	If the Property is flat / Apartment or residential/ commercial complex, check the and comment on the following :- a. Promoters / Land Owner title to the building.	Flat No. 6 Noor Co-operative Society Ltd.
	b. Development Agreement / Power of Attorney.	Direct Lease from CIDCO
	c. Extent of the Authority of the Developers and Builders	N. A.
	d. Independent title verification of the land and building in question	Search of plot and flat is conducted
	e. Agreement for Sale (duly registered).	Yes
	f. Payment of proper stamp duty	Yes
	g. Requirement of Registration of Sale Agreement, Development Agreement, POA, etc.	Yes
	h. Approval of Building Plan, permissions of appropriate and Local / Authority	Yes
	i. Conveyance in favor of Society / Condominium Concern.	Yes
	j. Occupancy Certificate / Allotment Letter / letter of possession,	O.C., Available



	k. Membership details in the society	Seller are members of the Society
	l. Share Certificate	Yes
	m. No Objection letter from the society	To be obtained
	n. All local requirement / Municipal laws, ownership / Apartment / Building Regulation and Development control regulation , Cooperative Societies laws etc	Yes
	o. Requirement for noting the Banks Charges on the records of the Housing Society if any	Charge to be noted
	p. If the property is vacant land and construction is yet to be made, approval of layout and other and other precaution if any.	N. A.
	q. Whether the numbering pattern of the units/ flats tally in all documents such as approved plan Agreement plan etc,	Yes
30	Encumbrances Attachment, and/or claims whether of Government, Central or state or other local authorities or third party claims , lien etc and details thereof	We have conducted the search of 30 years in the Sub-Registrar Office of Thane.
31	The period covered under the Encumbrance Certificate and the name of the persons in whose favor the encumbrances is created and if so, satisfaction of charge if any.	Years 1990 to 2019.
32	Details regarding property tax and land revenue or other statutory dues paid / payable as on date and if not what remedy	N. A.
33	a. Urban Land Ceiling clearance, whether required and if so details thereon.	N. A.
	b. Whether No Objection Certificate from the under the Income Tax Act is required /obtained.	N. A.
34	Details of RTC extract / mutation record / Khatha Extract pertaining to property in question.	N. A.
35	Whether the name of the mortgagor is reflected as the owners in the revenue / Municipal / Village Records	N. A.
36	a. Whether the property offered as the security is clearly demarcated	N. A.
	b. Whether the Demarcation /Partition of the property is legally Valid.	N. A.
	c. Whether the property has clear access as per the documents	Yes
37	Whether the property can be identified from the following documents, and discrepancy /doubtful circumstances if any revealed on such scrutiny	N. A.
	Document in relating to electricity Connection	
	Document in related to water connection	
	Documents relating to Sale Tax Registration if any applicable	
	Other utility bills if any	
38	In respect of the boundaries of the property, whether there is a difference/discrepancy if any of the Title Document or any other documents (such as Valuation Report, Utility Bills etc. ) or the Actual Current Boundary	N.A.





	If so please elaborate and comment on the same.	
39	If the Valuation Report and/or approved/sanctioned plans are made available , please comment on the same including the comments on the description and boundaries of the property on the said documents and that in the title Deeds  If Valuation Report and /or Approve plan is not available at the time of preparation of TIR please provide these comments subsequently on making the same available to the advocates	N. A.
40	Any Bar / Restriction for creation of Mortgage under any local and special enactment, details of proper registration of the documents and payment of proper stamp duty etc.	No
41	Whether the bank will be able to enforce the SARFAESI Act if required against the property offered as the security.	Yes
42	In the absence of the Original Title Deeds, details of legal and other requirement for creation of a proper valid and enforceable mortgage by deposit of certified extract duly certified etc. as also the precaution to be taken by the bank in this regards.	N. A.
43	Whether the Governing Law / Constitutional documents of the mortgagor (other than the natural person ) permit creation of mortgage and additional precaution , if any to be taken in such cases	N. A.
44	Additional aspects relevant for investigation of title as per the local laws	N. A.
45	Additional suggestions if any to safeguard the interest of the Bank/ensuring the perfection of security.	N. A.
46	Specific persons who are required to create mortgage/ to deposit documents creating mortgage	Mr. Mohammed Saleem Qureshi
47	Addition:-  1) Whether the Real Estate project comes under Real Estate (Regulation and Development) Act, 2016?  2) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished. Whether the registered agreement for sale as prescribed in the above /Rules there under is executed?  3) Whether the details of the apartment /plot in question are verified with the list of numbers and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N. A.  N. A.  N. A.

Date: 26/12/2019  
Place: Navi Mumbai

Swithin D. Jadhav  
Advocate High Court



**Annexure- C: Certificate of title**

1. I have examined the photocopy of Title Deeds intended to be deposited relating to the schedule Property/ (ies) and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence said Registered/ Equitable Mortgage is created, it will satisfy that requirements of creation of Registered/ / Equitable Mortgage and I further certify that:
2. I have examined that Document is 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 Office,/ 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 Title Holder from Creating Valid Equitable 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. No Encumbrances noticed.
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 (ES), I hereby certify the genuineness of the Title 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. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgages and the Bank (N.A).
7. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrowers, **Mr. Mohammed Saleem Qureshi**.
8. I certify that **Borrowers Mr. Mohammed Saleem Qureshi** has/have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that 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 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 Allotment Letter issued by Noor Co-operative Housing Society Ltd., in the name of Mr. Mohamedali Munawar Husein Kolsawala.
  2. Original Transfer Permission issued by CIDCO Ltd. for sale of the said flat by Mr. Mohamedali Munawar Husein Kolsawala to Mr. Mohamed Irfan Mohamed Yunus.
  3. Original Agreement between Mr. Mohamedali Munawar Husein Kolsawala AND Mr. Mohamed Irfan Mohamed Yunus alongwith stamp duty receipt and registration receipt.



4. Original Transfer Permission issued by CIDCO Ltd. for sale of the said flat by Mr. Mohmed Irfan Mohmed Yunus to Mr. Rocky D'souza.
5. Original Articles of Agreement dated 06/11/1987 between Mr. Mohmed Irfan Mohmed Yunus AND Mr. Rocky D'souza alongwith stamp duty receipt and registration receipt.
6. Original Transfer Permission issued by CIDCO Ltd. for sale of the said flat by Mr. Rocky D'souza to Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh.
7. Original Deed dated 12/06/1995 between Mr. Rocky D'souza AND Mr. Satish Purohit as Confirming Party AND Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh alongwith registration receipt dated 12/06/1995.
8. Original Re-conveyance Deed dated 29/03/2006 between The Hindusthan Co-operative Bank Ltd. AND Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh alongwith stamp duty receipt, registration receipt no. 2709 dated 29/03/2006 and Index II.
9. Original Loan closure and charge release letter dated 13/03/2006 issued by The Hindusthan Co-operative Bank Ltd.
10. Original Power of Attorney dated 19/04/2006 granted by Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh in favour of Mr. Mohammed Salim Qureshi
11. Original Power of Attorney dated 27/04/1995 granted by Mr. Rocky D'souza to Shri Dinesh Purohit
12. Original Agreement dated 04/05/2006 between Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh AND Borrower Mr. Mohammed Salim Qureshi alongwith stamp duty receipt and registration receipt no. 1435 dated 04/05/2006.
13. Original Index II dated 04/05/2006.
14. Original Transfer Permission issued by CIDCO Ltd. for sale of the said flat by Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh to Applicant Mr. Mohammed Salim Qureshi.
15. Original Share Certificate bearing no. 26 dated 10/06/1982 distinctive numbers from 126 to 130 issued by Noor Co-operative Housing Society Ltd.
16. Original Mortgage Deed dated 11/02/2013, executed between Mr. Mohammed Salim Qureshi AND Axis Bank Ltd., alongwith stamp duty receipt & Registration Receipt.
17. Original Index II (Document TNN-8/1100/2013).
18. Original Re-conveyance Deed dated 26/08/2019 executed between Mr. Mohammed Salim Qureshi AND Axis Bank Ltd., alongwith stamp duty receipt & Registration Receipt.





19. Original Index II (Document No. TNN-8/11789/2019).
20. Original NOC for mortgage from Noor Co-operative Housing Society Ltd. in favour of State Bank of India.
21. Original NOC for mortgage from CIDCO Ltd. in favour of State Bank of India.


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

**SCHEDULE OF THE PROPERTY (IES) -**

Flat No. 6, admeasuring 517 sq. ft. built up area, on the 1<sup>st</sup> Floor, in Building No. 2 known as 'Sea Face Apartment', in the Society, known as 'Noor Co-operative Housing Society Ltd.', constructed on Plot No. 18 situated at Sector - 9A of Village Vashi, Navi Mumbai, Taluka & District Thane.

**Date: 26/12/2019**

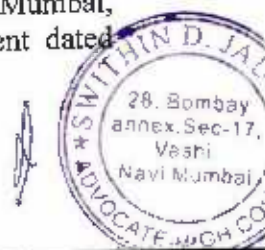
**Place: Navi Mumbai**

  
**Swithin D. Jadhav**  
Advocate High Court

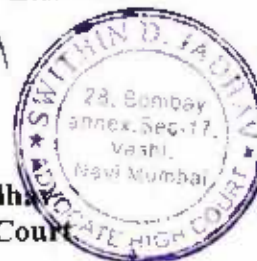
**ANNEXURE**

**Flow of Title**

1. The various members of the building have formed a Co-operative Housing Society Ltd. in the name & style of 'Noor Co-operative Housing Society Ltd.', under the provisions of Maharashtra Co-operative Society Act, 1960 vide registration bearing no. TNA/HSG/1415/1982.
2. The CIDCO Ltd. allotted the Plot No. 18 situated at Sector-9A of Village Vashi, Navi Mumbai, Taluka & District Thane (hereinafter referred to as the said plot), to Noor Co-operative Housing Society Ltd. and executed an Agreement to Lease dated 08/07/1982 between CIDCO Ltd. AND Noor Co-operative Housing Society Ltd., granted lease the said plot of land to the aforesaid Licensee on leasehold basis for a term of 60 years and on other terms and conditions as mentioned therein.
3. The CIDCO Ltd., issued Commencement Certificate dated 04/10/1982 for development and construction of the building on the said plot.
4. Noor Co-operative Housing Society Ltd constructed building known as Sea Face Apartment on the said plot and CIDCO Ltd., issued Part Occupancy Certificate dated 23/07/1985, with respect to the said developed plot.
5. Noor Co-operative Housing Society Ltd allotted the Flat No. 6, admeasuring 517 sq. ft. built up area, on the 1<sup>st</sup> Floor, in Building No. 2 known as 'Sea Face Apartment', in the Society, known as 'Noor Co-operative Housing Society Ltd.', constructed on Plot No. 18 situated at Sector - 9A of Village Vashi, Navi Mumbai, Taluka & District Thane to Mr. Mohmedali Munawar Husein Kolsawala. The copy of Allotment Letter is not provided in the file therefore the same is to be obtained.
6. The said Noor Co-operative Housing Society Ltd., issued Share Certificate bearing no. 26 dated 10/06/1982 distinctive numbers from 126 to 130 (hereinafter referred to as the said Share Certificate) in the name of Mr. Mohmedali Munawar Husein Kolsawala.
7. Mr. Mohmedali Munawar Husein Kolsawala sold and transferred the said Flat No. 6, admeasuring 517 sq. ft. built up area, on the 1<sup>st</sup> Floor, in Building No. 2 known as 'Sea Face Apartment', in the Society, known as 'Noor Co-operative Housing Society Ltd.', constructed on Plot No. 18 situated at Sector - 9A of Village Vashi, Navi Mumbai, Taluka & District Thane to Mr. Mohmed Irfan Mohmed Yunus. The copy of Agreement between Mr. Mohmedali Munawar Husein Kolsawala AND Mr. Mohmed Irfan Mohmed Yunus is not provided in the file therefore the same is to be obtained.
8. The said Share Certificate is duly endorsed in the name of Mr. Mohmed Irfan Mohmed Yunus on 19/08/1986.
9. Mr. Mohmed Irfan Mohmed Yunus in pursuance thereof sold and transferred the said Flat No. 6, admeasuring 517 sq. ft. built up area, on the 1<sup>st</sup> Floor, in Building No. 2 known as 'Sea Face Apartment', in the Society, known as 'Noor Co-operative Housing Society Ltd.', constructed on Plot No. 18 situated at Sector - 9A of Village Vashi, Navi Mumbai, Taluka & District Thane to Mr. Rocky D'Souza by an Articles of Agreement dated 06/11/1987.



10. Thereafter the said Share Certificate is duly endorsed in the name of Mr. Rocky D'souza on 07/11/1987.
11. Mr. Rocky D'souza alongwith Mr. Satish Purohit as Confirming Party sold and transferred the said Flat No. 6, admeasuring 517 sq. ft. built up area, on the 1<sup>st</sup> Floor, in Building No. 2 known as 'Sea Face Apartment', in the Society, known as 'Noor Co-operative Housing Society Ltd.', constructed on Plot No. 18 situated at Sector - 9A of Village Vashi, Navi Mumbai, Taluka & District Thane to Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh by Deed dated 12/06/1995 which is registered with SRO at Mumbai as per registration receipt dated 12/06/1995.
12. Thereafter Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh availed of loan from The Hindusthan Co-operative Bank Ltd. in respect of the said flat the said loan has been repaid by her by registered Re-conveyance Deed dated 29/03/2006 between The Hindusthan Co-operative Bank Ltd. AND Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh, which was registered at SRO at Thane-3 under Document No. 2643/2006 and also issued Loan closure and charge release letter dated 13/03/2006 by The Hindusthan Co-operative Bank Ltd.
13. Thereafter the said Share Certificate is duly endorsed in the name of Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh in the year 1998.
14. Mr. Mansoorali Haiderali Shaikh and Mr. Mahmoodali Haiderali Shaikh further sold and transferred the said Flat No. 6, admeasuring 517 sq. ft. built up area, on the 1<sup>st</sup> Floor, in Building No. 2 known as 'Sea Face Apartment', in the Society, known as 'Noor Co-operative Housing Society Ltd.', constructed on Plot No. 18 situated at Sector - 9A of Village Vashi, Navi Mumbai, Taluka & District Thane to Borrower Mr. Mohammed Salim Qureshi by an Agreement dated 04/05/2006 which was registered with the Sub-Registrar of Assurances at Thane-9 under Document No. 1335/2006 dated 04/05/2006.
15. The said Share Certificate distinctive numbers from 126 to 130 is endorsed in the name of Applicant Mr. Mohammed Salim Qureshi on 30/03/2007.
16. Upon perusal of Search Report, I have found of entries Mr. Mohammed Salim Qureshi mortgaged the said Flat Nos. 5, 6, 7, 15 & Office No. 210, to Axis Bank Ltd., by Mortgage Deed dated 11/02/2013 which was registered with the Sub-Registrar of Assurances at Thane-8 under Document No. 1100/2013 dated 11/02/2013 and has been repaid vide Re-conveyance Deed dated 26/08/2019 which was registered with the Sub-Registrar of Assurances at Thane-8 under Document No. 11789/2019 dated 26/08/2019.
17. NOC for mortgage from CIDCO Ltd. and Noor Co-operative Housing Society Ltd. in faovur of State Bank of India, are required to be obtained.

**Date: 26/12/2019****Place: Navi Mumbai****Swithin D. Jadhav**  
**Advocate High Court**



**Swithin D. Jadhav**

B.Sc.L.L.B.

**Advocate High Court**

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28, Bombay Annex, Near Mc Donalds, Sec - 17, Vashi, Navi Mumbai - 400 703. E-mail : jadhavswithin@gmail.com

### **SEARCH REPORT**

This is to certify that under instruction from State Bank of India, Overseas Branch with respect to the file of **Mr. Mohammed Saleem Qureshi**, I have taken search through my search clerk Mr. Shyam Dhepe in the Office of the Sub-Registrar at **Thane** with respect to Flat No. 6, admeasuring 517 sq. ft. built up area, on the 1<sup>st</sup> Floor, in Building No. 2 known as 'Sea Face Apartment', in the Society, known as 'Noor Co-operative Housing Society Ltd.', constructed on Plot No. 18 situated at Sector - 9A of Village Vashi, Navi Mumbai, Taluka & District Thane.

The search taken for 30 years i.e; from 1990 to 2019. The details year wise given in the Search Report annexed herewith. I did find adverse entry in respect of the property in question.

Upon perusal of Search Report, I have found of entries Mr. Mohammed Salim Qureshi mortgaged the said Flat Nos. 5, 6, 7, 15 & Office No. 210, to Axis Bank Ltd., by Mortgage Deed dated 11/02/2013 which was registered with the Sub-Registrar of Assurances at Thane-8 under Document No. 1100/2013 dated 11/02/2013 and has been repaid vide Re-conveyance Deed dated 26/08/2019 which was registered with the Sub-Registrar of Assurances at Thane-8 under Document No. 11789/2019 dated 26/08/2019.

\* Nil subject to mutilated record and torned pages.

Dated on this 26<sup>th</sup> December 2019.

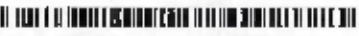
**Swithin D. Jadhav**  
**Advocate High Court**





**CHALLAN**  
**MTR Form Number-6**



<b>GRN</b> MH009999145201920E		<b>BARCODE</b> 		<b>Date</b> 26/12/2019-17:17:20		<b>Form ID</b>	
<b>Department</b> Inspector General Of Registration				<b>Payer Details</b>			
<b>Search Fee</b>				<b>TAX ID (If Any)</b>			
<b>Type of Payment</b> Other Items				<b>PAN No.(If Applicable)</b>			
<b>Office Name</b> THN8_THANE NO 8 JOINT SUB REGISTRA				<b>Full Name</b>		Adv Swithin D Jadhav	
<b>Location</b> THANE							
<b>Year</b> 2019-2020 One Time				<b>Flat/Block No.</b>			
<b>Account Head Details</b>			<b>Amount In Rs.</b>		<b>Premises/Building</b>		
0030072201 SEARCH FEE			750.00		<b>Road/Street</b>		
					<b>Area/Locality</b>		
					<b>Town/City/District</b>		
					<b>PIN</b>		
					<b>Remarks (If Any)</b>		
					Flat No 6 1st Floor Bldg No 2 Sea Face Apt Noor CHS Plot No 18 Sec 9A		
					VIII Vashi Tal and Dist Thane		
					<b>Amount In</b> Seven Hundred Fitty Rupees Only		
<b>Total</b>			750.00		<b>Words</b>		
<b>Payment Details</b> BANK OF MAHARASHTRA				<b>FOR USE IN RECEIVING BANK</b>			
<b>Cheque/DD Details</b>				<b>Bank CIN</b>	<b>Ref. No.</b>	02300042019122670701	193602842468
<b>Cheque/DD No.</b>		<b>Bank Date</b>	<b>RBI Date</b>	26/12/2019-17:19:05	Not Verified with RBI		
<b>Name of Bank</b>		<b>Bank-Branch</b>	BANK OF MAHARASHTRA				
<b>Name of Branch</b>		<b>Scroll No. , Date</b>	Not Verified with Scroll				

Department ID :

Mobile No. : 9820771051

**NOTE:-** This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर खर्चम "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा अशेणी न करावयाच्या दस्त्यासाठी लागू नाही.



**SEARCH REPORT**

Date- 26.12.2019

**SHYAM DHEPE**

Room No. 4, Yashwant Rama Bhagat Bldg., House No. 28, Sector 11,  
Juhugaon, Vashi, Navi Mumbai, Taluka & District Thane.

To

Adv. Swithin D. Jadhav (B.Sc. L.L.B)

High Court Mumbai

Sir,

**Reg.:** Search Report of the Flat No. 6, 1<sup>st</sup> Floor, admeasuring about 517 sq. ft. built up area in the Building No. 2, 'Sea Face Apartment', in the Society Known as 'Noor Co-operative Housing Society Ltd.', Constructed on Plot No. 18, Situated at Sector- 9A of Village- Vashi, Navi Mumbai, Taluka and District- Thane.

As per your instruction, I have taken search of the above said property in the Sub-registrar office at **Thane** I have gone through the available Index Registrar kept in the office. The search was taken from 1990 to 2019 the years from i.e. last 30 years and I have found the details as under:-

I have paid Government fees on Date 26.12.2019 & Rs.750/- for your record and Information

**Applicant Name- Mr. Mohammed Saleem Qureshi.**

Years	Transaction (Sub -Registrar THANE)
1990	Some Torn Pages
1991	Some Torn Pages
1992	Some Torn Pages
1993	Some Torn Pages
1994	Some Torn Pages
1995	Some Torn Pages
1996	Some Torn Pages
1997	Some Torn Pages
1998	Some Torn Pages
1999	Some Torn Pages
2000	Available Record checked (Nil)
2001	Available Record checked (Nil)
2002	Available Record checked (Nil)
2003	Available Record checked (Nil)
2004	Available Record checked (Nil)
2005	Available Record checked; Transaction Written Herein below
2006	Available Record checked; Transaction Written Herein below
2007	Available Record checked (Nil)




2008	Available Record checked (Nil)
2009	Available Record checked (Nil)
2010	Available Record checked; Transaction Written Herein below
2011	Available Record checked (Nil)
2012	Available Record checked (Nil)
2013	Available Record checked; Transaction Written Herein below
2014	Available Record checked (Nil)
2015	Available Record checked (Nil)
2016	Available Record checked (Nil)
2017	Available Record checked (Nil)
2018	Available Record checked (Nil)
2019	Record Not Ready, therefore Online Record checked; Transaction Written Herein below

Transaction	Description of property	Seller's Name	Purchaser's Name	Date of Agreement	Reg. No & Date
2005	Flat No. 6, 1 <sup>st</sup> Floor, Building No. 2, Sea Face Apartment, 'Noor Co-operative Housing Society Ltd.', Plot No. 18, Sector- 9A, Village-Vashi, Navi Mumbai, Taluka and District-Thane.	The Hindustan Co-operative Bank Ltd. through Manager Mr. D. V. Raut.	Mr. Mansoor Ali H. Shaikh and Mr. Mehmood Ali H. Shaikh.	Mortgage Deed 04/02/2005	10/02/2005 Thane- 3 1105/2005
2006	Flat No. 6, 1 <sup>st</sup> Floor, Building No. 2, Sea Face Apartment, 'Noor Co-operative Housing Society Ltd.', Plot No. 18, Sector- 9A, Village-Vashi, Navi Mumbai, Taluka and District-Thane.	Mr. Mansoor Ali H. Shaikh and Mr. Mehmood Ali H. Shaikh.	The Hindustan Co-operative Bank Ltd. through Manager Mr. D. V. Raut.	Reconveyance of Mortgage 29/03/2006	29/03/2006 Thane- 3 2643/2006
2006	Flat No. 6, 1 <sup>st</sup> Floor, Building No. 2, Sea Face Apartment, 'Noor Co-operative Housing Society Ltd.', Plot No. 18, Sector- 9A, Village-Vashi, Navi Mumbai, Taluka and District-Thane. Area 48.04 sq. mtrs.	Mr. Mansoor Ali H. Shaikh and Mr. Mehmood Ali H. Shaikh.	Mr. Mohammed Saleem Qureshi.	Agreement 04/05/2006	04/05/2006 Thane- 9 1335/2006

2013	Flat No. 6, 1 <sup>st</sup> Floor, Wing- A, Building No. 3A, Sea Face Apartment, 'Noor Co-operative Housing Society Ltd.', Plot No. 18, Sector- 9A, Village- Vashi, Navi Mumbai, Taluka and District- Thane. Area 48.04 sq. mtrs. And Other 3 Flats and 1 office.	Axis Bank Ltd. through Assistant Vice President Mr. Satish Hatwar.	Mrs. Shaheen Salim Quereshi and Mr. Mohd. Salim Gulam Rasool Qureshi.	Mortgage with Possession 11/02/2013	11/02/2013 Thane- 8 1100/2013
2019	Flat No. 6, 1 <sup>st</sup> Floor, Wing- A, Building No. 3A, Sea Face Apartment, 'Noor Co-operative Housing Society Ltd.', Plot No. 18, Sector- 9A, Village- Vashi, Navi Mumbai, Taluka and District- Thane. Area 48.04 sq. mtrs. And Other 3 Flats and 1 office.	Mr. Mohd. Salim Gulam Rasool Quereshi and Mrs. Shaheen Salim Quereshi.	Axis Bank Ltd. through Senior Manager Mr. Abhishek Prakash Rawat.	Reconveyance of Mortgage 26/08/2019	26/08/2019 Thane- 8 11789/2019

#### Note

- 1) Index II are not maintained properly, therefore this Search report is qualified in Value and Submitted from the Records available on "As is where basis is".

  
Shyam Dhepe  
Search Clerk

  
26/12/2019

