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Advocate High Court

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FOR STATE BANK OF INDIA

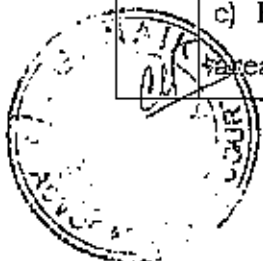
Ref. No.SBI/Com/LN/36/2017

Date: 05/01/2017

Annexure "B"

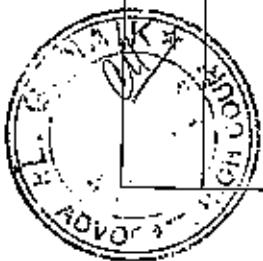
REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

1.	a) Name of the Branch/ Business Industrial Unit Office seeking opinion	State Bank of India, Commercial Branch, Sakinaka, Mumbai .
	b) Reference No. and date of the letter under the under the cover of the documents tendered for scrutiny	By Hand
	c) Name of the Borrower.	MR. ANAND PRAKASH CHAUDHARI & MRS. MANJU A. CHAUDHARI.
2.	a) Name of the Industrial Unit/ Concern/ Company/ person offering the property/(ies) as security.	Flat
	b) Constitution of the Industrial Unit/concern/person offering the property for creation of charge.	Jointly
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.	Borrowers
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Flat No. 203, adm. 636.38 sq. ft. Carpet area, on the 2nd Floor, in "A" Wing, of the Building known as "LEGEND CO-OP. HOUSING SOCIETY LIMITED", situated on land bearing Plot No. 95, CTS No. 1/122, Oshiwara, Andheri (west), Mumbai 400 058.
	a) Survey No.	Plot No. 95, CTS No. 1/122.
	b) Door no. (in case of house property)	Flat No. 203, on the 2nd Floor.
	c) Extent/ area including plinth/ built up area in case of house property	adm. 636.38 sq. ft. Carpet area.

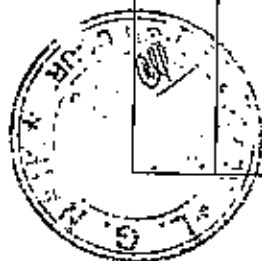


	d) Locations like name of the place, village, city, registration, sub-district etc.	Village Oshiwara, Taluka Andheri, within the Registration District and Sub-District of Brihanmumbai.
4.	a) Particulars of the documents scrutinized- serially and chronologically	Mentioned herein under
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	Mentioned herein under

Sr. No.	Date of Document	Name of the parties	Original/Certified Photocopy/true copy
A.	09.08.2015	Deed of Confirmation dated 09/08/1995 entered into between LOKHANDWALA ESTATES & DEVELOPMENT COMPANY LIMITED (Developers) AND MR. ANAND PRAKASH CHAUDHARI & MRS. MANJU A. CHAUDHARI (Allottees) together with annexure thereto	Photo copy verify with original kept with SBI
B.	30.09.1994	Agreement dated 30/09/1994 entered into between LOKHANDWALA PREMISES LIMITED (Developers) AND MR. ANANDPRAKASH S. CHOUDARI & MRS. MANJU A. CHOUDARI (Allottee)	Photo copy verify with original kept with SBI
C.	19.11.2011	Title Clearance Certificate dated 19/11/2011 issued by R. M. Shetty & Associates, Advocates.	Photo copy verify with original kept with SBI
D.	--	Share Certificate bearing No. 006 with distinctive Nos. from 0026 to 0030 issued by the Legend Co-op. Housing Society Ltd	Photo copy verify with original kept with SBI



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 relevant fee receipt 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 or computer system?	Since 1987 to 2016 partly available with concern Records.
	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 online portal and if so whether such verification was made?	Not Possible
7.	a) Property offered as security falls within the Jurisdiction of which sub - registrar office?	Andheri
	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 office?	Sub Registrar Assurance at Andheri.
	c) Whether search has been made at all the offices named at (b) above?	Yes
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	As stated herein under
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.	As state hereunder



	(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).	
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After going through the record documents made available to us, it observed that,

It is observed from the documents produced before us that, by an Agreement for Sale dated 05.12.1975 entered into between Oshiwara Land Development Company Pvt. Ltd. (herein called as the said "Company") of the One Part AND Shri. Vinod Parshuram Mahajan, Chief Promoter of Shri. Swami Samarthas Prasanna Co-op. Hsg. Soc. (Prop.) (herein called as the said "Transferor") of the Other Part; the said Company had sold a piece of land adm. 17,00,000 sq. yards bearing Plot No. 333, Survey No. 41 (pt) Oshiwara Village, Lokhandwala Complex, Andheir (W), Mumbai 400 053 (herein called as the said "Property")

By a Package Deal Agreement dated 05.12.1975, the said Transferor had given development rights of the said property to M/s. Samarthas Development Corporation (herein called as the said "Firm").

By and under an Agreement of Modification dated 08/02/1979 made between the said Company of the One Part and Shri. Swami Samarthas Prasanna Co-op. Hsg. Soc. (Prop.) of the Other Part, it was inter alia agreed by and between the said Company and Shri. Swami Samarthas Prasanna Co-op. Hsg. Soc. (Prop.) in modification of the terms and conditions of the Agreement for Sale dated 05/12/1975 that the said Agreement shall remain in force and be operative only in so far as it relates to the lands adm. 7,00,000 sq. yds. falling outside the Non-development zone and shown on the plan subject however, to the condition that on the Shri. Swami Samarthas Prasanna Co-op. Hsg. Soc. (Prop.) obtaining N.O.C. and/or permission under the provisions of Section 20 or 21 of the Urban Land (ceiling and Regulation) Act, 1976 in respect of the said Land.

The said Agreement of Modification dated 08/02/1979 was accepted by the said Firm.



By and under an Agreement of Second Modification dated 21/09/1980 made between the Company and Shri. Swami Samarthha Prasanna Co-op. Hsg. Soc. (Prop.), certain terms and conditions contained in the Agreement for Sale dated 05/12/1975 and the said Agreement of Modification dated 08/02/1979 were modified and/or altered to the extent and in the manner mentioned in the said Agreement of Second Modification.

By and under an Agreement dated 19/05/1983 and made between the Shri. Swami Samarthha Prasanna Co-op. Hsg. Soc. (Prop.) in his capacity as the Chief Promoter of Shri. Swami Samarthha Prasanna Co-op. Hsg. Soc. (Prop.) of the One Part and Mr. Khetshi Karamshi Haria duly appointed Chief Promoter of Shri. Swami Samarthha Prasanna Co-op. Hsg. Soc. (Prop.) Unit No. 618 and sale of brevity, referred to as the (hereinafter for the sake of brevity, referred to as the Chief Promoter) of the Other Part, the Shri. Swami Samarthha Prasanna Co-op. Hsg. Soc. (Prop.) confirmed having appointed in his place and stead the Chief Promoter of the said Shri. Swami Samarthha Prasanna Co-op. Hsg. Soc. (Prop.) Unit No. 681 upon the terms and conditions contained therein.

By and under a Tripartite Agreement dated 21/05/1983 made between the said Chief Promoter of the First Part, the said firm of the Second Part and Yasmin Enterprises (hereinafter referred to as the said Trust) of the Third Part, the aforesaid package Deal Agreement dated 05/12/1975 and made between Shri. Swami Samarthha Prasanna Co-op. Hsg. Soc. (Prop.) and the Firm in respect of the Plot was cancelled and/or terminated in the manner and to the extent mentioned therein and the said Trust was handed over the possession of the said Property on the terms and conditions contained therein.

By and under a Tripartite Agreement dated 02/04/1984 made between the said Chief Promoter of the First Part, the said Trust) of the Second Part and **LOKHANDWALA PREMISES LIMITED** of the Third Part, the aforesaid Tripartite Agreement dated 21/05/1983 was cancelled and/or terminated in the manner and to the extent mentioned therein and the said **LOKHANDWALA PREMISES LIMITED** was granted the development of the said plots upon the terms and conditions and for the consideration mentioned therein.

As per the permission granted by the Appropriate Authorities, the said **LOKHANDWALA PREMISES LIMITED** had entitled to construct the building known as "LEGEND" on the said property.

By an Agreement dated 30th September, 1994 and Deed of Confirmation dated 9th August, 1995 (duly registered in the Sub - Registrar's Office at



Andheri under Sr. No. PBDR/2/1131/1995 on 24/08/1995 paying Registration Fees of Rs. 4,040/-) entered into between **LOKHANDWALA PREMISES LIMITED** thereafter referred to as "the Developers" of the One Part AND **MR. ANAND PRAKASH CHAUDHARI & MRS. MANJU A. CHAUDHARI** thereafter referred to as "the Allottees" of the Other Part; the Developers thereby have agreed to sell to the Allottees and the Allottees thereby had agreed to purchase the said Flat No. 203, adm. 636.38 sq. ft. Carpet area, on the 2nd Floor, in "A" Wing, of the Building known as "LEGEND", situated on land bearing Plot No. 95, CTS No. 1/122, Oshiwara, Andheri (west), Mumbai 400 058. (hereinafter referred to as the said Flat) for the aggregate price of Rs. 14,52,500/- only and on the terms and conditions more particularly contained therein..

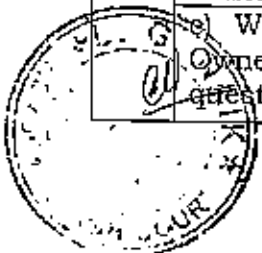
Thereafter a Co-operative Society Limited formed and registered under the provisions of Maharashtra Co-operative Societies Act, 1960 in respect of the said Building in the name and style of "LEGEND CO-OP. HOUSING SOCIETY LIMITED", bearing Registration No. BOM/WKW/HSG/TC/11390/2001-2002 dated 22/05/2002.

MR. ANAND PRAKASH CHAUDHARI & MRS. MANJU A. CHAUDHARI are the members of the said Society and holding five fully paid up shares of Rs. 50/- each with distinctive nos. from 0026 to 0030 under Share Certificate No. 006

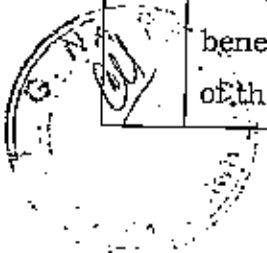
We are of opinion that said Purchasers, MR. ANAND PRAKASH CHAUDHARI & MRS. MANJU A. CHAUDHARI, acquire/s valid, clear, legal, marketable and free from registered encumbrances **Except Charge in favour of SBI**

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 Right
10	If leasehold, whether;	
	a) lease Deed is duly stamped and registered	Free Hold Property
	b) lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c) duration of the Lease/unexpired period of lease,	Not Applicable

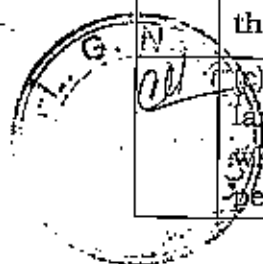
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and Mortgage by Sub- Lessee also.	Not Applicable
	e) Whether the leasehold rights permits for the creation of any Superstructure (if applicable)?	Not Applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11.	If Govt grant/ allotment/Lease-cum/Sale Agreement, whether;	
	a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not Applicable
	b) the mortgagor is competent to create charge on such property.	Not Applicable
	c) whether any permission from Govt, or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not Applicable
12	If occupancy right, whether;	Yes - subject to the No objection/consent of the Society.
	a)Such right is heritable and transferable,	
	b)Mortgage can be created.	Not Applicable
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable
14	If the property has been transferred by way of Gift/Settlement Deed, whether;	Not Applicable
	a) The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Not Applicable
	e) Whether there is any restriction on the Owner in executing the gift/settlement deed in question;	Not Applicable



	f) Whether the Donee is in possession of the gifted property;	Not Applicable
	g) Whether any life interest is reserved for the Owner or any other person and whether there is a need for any other person to join the creation of mortgage;	Not Applicable
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
15.	a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
16.	Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	(c) Whether the property is mutated on the basis of will?	Not Applicable
	(d) Whether the original will is available?	Not Applicable
	(e) Whether the original death certificate of the testator is available?	Not Applicable
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (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,	Not Applicable



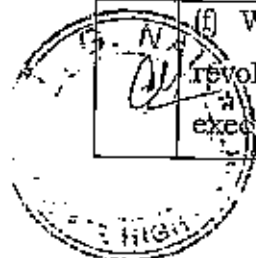
	etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	
17.	(a) Whether the property is subject to any wakf rights?	Not Applicable
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
18.	a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not Applicable
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not Applicable
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter	Not Applicable
20	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Not-Applicable,
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	Not Applicable



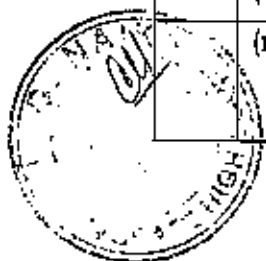
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	Not Applicable
22.	(a) Whether the property 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.	No out come
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No litigation is pending
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	(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/markings.	Not Applicable
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not Applicable
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable
25.	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.	Not Applicable



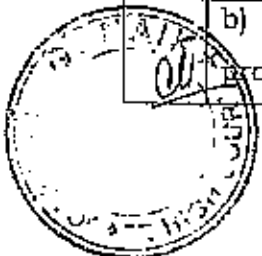
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
27.	a) Whether any POA is involved in the chain of title	No
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not Applicable
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Industrial Unit Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of Industrial Units/Industrial Units (Builder's POA) or (ii) other type of POA (Common POA).	Not Applicable
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not available
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	Not Applicable
	ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one?	Not Applicable
	iv) Whether the POA contains a specific authority for execution of title document in question?	Not Applicable
	(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	Not Applicable



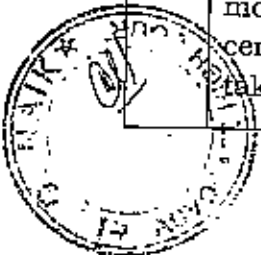
	clarify whether the same has been ascertained from the office of sub-registrar also?)	
	(g) Please comment on the genuineness of POA?	Not Applicable
	(h) The unequivocal opinion on the enforceability and validity of the POA?	Not Applicable
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
29.	If the property is a Industrial Unit/apartment or residential/commercial complex, check and comment on the following: a) Promoter's/Land owner's title to the land/ building;	M/S. LOKHANDWALA PREMISES LIMITED , Ownership Rights.
	b) Development Agreement/Power of Attorney;	Development Agreement is executed
	c) Extent of authority of the Developer/builder;	Sell
	d) Independent title verification of the Land and/or building in question;	Independent title of the said Flat verify in the SRO.
	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.;	Not Applicable
	h) ApprSuyash Pride of building plan, permission of appropriate/local authority, etc.;	Yes
	i) Conveyance in favour of Society Condominium concerned;	Not Applicable.
	j) Occupancy Certificate/allotment letter/letter of possession;	Obtain Occupancy Certificate.
	(k) Membership details in the Society etc.;	Owner is member of society
	(l) Share Certificates;	Obtain Share Certificate.
	(m) No Objection Letter from the Society;	NOC Letter to be obtained from the Society for creating equitable mortgage.



	(n) All legal requirements under the local/Municipal laws, regarding ownership of Industrial Units/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Complied
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Yes with Society
	(p) If the property is a vacant land and construction is yet to be made, apprSuyash Pride of lay-out and other precautions, if any.	Not Applicable
	(q) Whether the numbering pattern of the Industrial Units/Industrial Units 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.	We have conducted search for 30 years in Sub Registrar office at Andheri noticed that the there is Charge of SBI
31	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	We have conducted search for 30 years from 1987 to 2016 in Sub Registrar office at Andheri.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid
33.	a) Urban land ceiling clearance, whether required and if so, details thereon	Not Applicable
	b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Not Applicable
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Industrial Unit offering as security
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable
36.	a) Whether the property offered as security is clearly demarcated?	Plz refer valuer report
	b) Whether the demarcation/ partition of the property is legally valid?	As above



	c) Whether the property has clear access as per documents?	As above
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;	Not Applicable
	b) Document in relation to water connection;	Not Applicable
	c) Document in relation to Sales Tax Registration, if any applicable;	Not Applicable
	d) Other utility bills, if any.	Not Applicable
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	Valuation report not produced
39	If the valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Valuation report 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.	Not Applicable
41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes 
42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Original documents are available



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.	Not Applicable
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.	➤ Before sanctioning the said loan to the prospective Purchasers/ Borrower the Bank Should ascertain the existence and present status of the status Industrial Unit/ Building. ➤ Before disbursal of the loan kindly cross verify NOC-Cum Mortgage noting letter issued by the Builders/Developers ➤ In View of the Various Fraudulent instant, it is notice that the borrower/guarantor presents original the documents along with the proposal, borrower at the time of the creation of mortgage borrower. Guarantors deposit colour/ fabricated/ forged title deed, in the above backdrop bank is advised to kindly verify the genuineness of the Title Deed at the time of Creation of Mortgage
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	MR. ANAND PRAKASH CHAUDHARI & MRS. MANJU A. CHAUDHARI.

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



Place: Mumbai

Date: 05/01/2017

Signature of the Advocate

Annexure- CCERTIFICATE OF TITLE

I have examined the Original 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 of Right, title and Interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ 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 1987 to 2016 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances, **Except Charge in favour of SBI**
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).



7. Minor/(s) and his/ their interest in the property/(ies) is to the extent specify. (not applicable).
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers, MR. ANAND PRAKASH CHAUDHARI & MRS. MANJU A. CHAUDHARI
9. I certify that MR. ANAND PRAKASH CHAUDHARI & MRS. MANJU A. CHAUDHARI have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds ~~are genuine and a valid mortgage can be created and the said Mortgage would be enforceable~~

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, subject to above.

- (i) **Original registered Deed of Confirmation** dated 09/08/1995 entered into between LOKHANDWALA ESTATES & DEVELOPMENT COMPANY LIMITED (Developers) AND MR. ANAND PRAKASH CHAUDHARI & MRS. MANJU A. CHAUDHARI (Allottees) together with annexure thereto.
- (ii) **Original Registration Receipt of Deed of Confirmation** dated 09/08/1995.
- (iii) **Original Agreement** dated 30/09/1994 entered into between LOKHANDWALA PREMISES LIMITED (Developers) AND MR. ANANDPRAKASH S. CHOUDARI & MRS. MANJU A. CHOUDARI (Allottee)
- (iv) **Original Index II Document** issued by Sub-Registrar's Office at Borivali-1 in respect of Agreement for Sale dated 10/07/2006.
- (v) **Copy of Full Occupancy Certificate**
- (vi) **Original Share Certificate**
- (vii) **Original NOC letter** obtained from the Developer for creating equitable mortgage.
- (viii) **Copy of Maintenance Bill** issued by the Shree Laxmi Plaza Premises Co-op. Soc. Ltd.

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

SCHEDULE OF THE PROPERTY/IES

Flat No. 203, adm. 636.38 sq. ft. Carpet area, on the 2nd Floor, in "A" Wing, of the Building known as "LEGEND CO-OP. HOUSING SOCIETY LIMITED", situated on land bearing Plot No. 95, CTS No. 1/122, Oshiwara, Andheri (west), Mumbai 400 058.



Place : Mumbai
Date : 05/01/2017

Signature of the Advocate



CHALLAN
MTR Form Number-6

GRN	MH007377180201617E	BARCODE	[Barcode]		Date	05/01/2017-11:11:14		Form ID	
Department	Inspector General Of Registration				Payer Details				
Type of Payment	Search Fee				TAX ID (If Any)				
	Other Items				PAN No. (If Applicable)				
Office Name	BDR1_JT SUB REGISTRAR ANDHERI NO 1				Full Name	RAKESH PATEL			
Location	MUMBAI								
Year	2016-2017 One Time				Flat/Block No.	OTS NO 1/122			
Account Head Details		Amount In Rs.		Premises/Building					
0030072201 SEARCH FEE		750.00		Road/Street					
				Area/Locality	OSHIWARA				
				Town/City/District					
				PIN					
				Remarks (If Any)	FOR 30 YRS FROM 1987 TO 2016				
				Amount In	Seven Hundred Fifty Rupees Only				
Total			750.00	Words					
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK					
Cheque/DD Details				Bank CIN	REF No.	00040572017010573376		IK008DBHS1	
Cheque/DD No				Date	05/01/2017-11:11:42				
Name of Bank				Bank-Branch	STATE BANK OF INDIA				
Name of Branch				Scroll No. , Date	Not Verified with Scroll				

Mobile No. : Not Available

SEARCH REPORT

Shri Rakesh Patel
Date: 05/01/17

To,
Laxman Naik
Advocate, High Court, Mumbai.

Sir,

Re: Search of Property being Industrial Flat No. 203, adm. 636.38 sq. ft. Carpet area, on the 2nd Floor, in "A" Wing, of the Building known as "LEGEND CO-OP. HOUSING SOCIETY LIMITED", situated on land bearing Plot No. 95, CTS No. 1/122, Oshiwara, Andheri (west), Mumbai 400 058.

Belonging To: MR. ANAND PRAKASH CHAUDHARI & MRS. MANJU A. CHAUDHARI

As per your Instructions, I have taken Search in respect of above-mentioned Unit, from 1987 to 2016 (30 Years), at office of Sub-Registrar, Andheri

At Andheri S.R.O. from year 1987 to 2016

1987)		
To	Torn	
1988)		
1989)		
To	Some Pages Torn	
1994)		
1995)	Entry	
Agreement for Sale	PBDR/2/1131/1995	24/08/1995

LOKHANDWALA PREMISES LIMITED

To

**MR. ANAND PRAKASH CHAUDHARI &
MRS. MANJU A. CHAUDHARI**

1996)		
To	Torn	
2001)		
2002)		
To	Nil	
2015)		
2016)	Record not Filed	

Remarks:

Above Search Report is subject to Records
at Sub-Registrar's Office, in torn/mutilated/
not filed/available, for several periods/years.

R. S. Patel
(Sh. Rakesh Patel).