

SBI - Laxmi

Annexure – E: Checklist for scrutiny of TIR by the branches/ operating units

The officials scrutinising the TIR need to verify and examine each and every columns/ paragraphs in the TIR and the certificate. This checklist is not in substitution but in addition to such a scrutiny.

Name of the borrower: **M/S DADI IMPEX LTD**

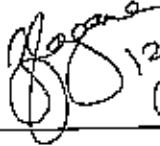
Name of the Advocate submitted the TIR: **VIDHYADHAR V. GANGURDE**

Number & Date of TIR: **SBI/IFB/14, 12/08/2014**

Short description of the property covered by TIR: **Industrial Unit No.614, Shree Laxmi Plaza CHSL.**

| S.No | Details | Y/ N |
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| 1. | Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR? | Y |
| 2. | Whether the report and certificate submitted by the advocate are in the Bank's prescribed format? | Y |
| 3. | Whether the TIR by the advocate is unconditional? | Y |
| 4. | If the TIR has any conditions, whether the same are complied with? | NA |
| 5. | As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property | Y |
| 6. | As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached? | N |
| 7. | As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the Bank? | Y |
| 8. | As per the TIR, whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee? | N |
| 9. | As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security has been | N |

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| | examined? | | |
| 10. | Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank? | | Y |
| 11. | Whether the advocate has confirmed that he has conducted independent Search in the Records of Sub-Registrar Office(s) concerned and that the documents , 28 convey Clear, Absolute and Marketable Title and are sufficient for creation of a valid Mortgage? | | Y |
| 12. | Whether the TIR reveals involvement of any gift deed, PoA, or other circumstances attracting special precautions? | | N |
| 13. | Whether the advocate has also submitted the fee receipt for conducting Search in the Office of Sub-Registrar(s) along with the TIR? | | |
| 14. | Whether the property particulars mentioned in the Title Deed (Sale Deed/ Khatauni) tally with those in the Non Encumbrance Certificate, approved Building Plan and TIR, etc.? | | y |
| 15. | Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained? | | y |
| 16. | In respect of loans of Rs.100 crore and above: (a) Whether search of title/encumbrance was made by the advocate for a period of not less than 30 years? (b) Whether satisfactory search report (TIR) is obtained from two panel advocates? | | Y |
| 17. | Whether the TIR or any other documents in the matter reveal any pending or concluded litigation in respect of the property offered as security and whether the impact of such litigation has been satisfactorily explained/ got examined? | | N |
| 18. | (a) Findings, if any in respect of the property offered as the security in the valuation report? (b) Whether there is any inconsistency in the TIR and valuation report in respect of the property? | | N |

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| | CSO/Field Officer/ Authorised Officer  12-814 (CSO) | | Relationship Manager/ Branch Head/Unit Head |
| Signature | | | |
| Name | | | |
| Designation | | | |
| Branch/Unit | | | |
| Date of scrutiny | | | |

VIDHYADHAR V. GANGURDE

Advocates High Court

Resi; D/604, Patidar Complex,
Kannamwar Nagar No.02
Vikroli (E), Mumbai - 400 033
Tel : 022 25771765
Mob: 7738635553

HIGH COURT: Room No. 36 (AAWI)
First Floor,
Mumbai - 400 032
Tel : 22673617/22673072

Ref. No.SBI/IFB/14

Date: 12 ~~July~~ Aug 2014

TITLE INVESTIGATING REPORT (T.I.R)

Annexure "B"

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| 1. a) | Name of the Branch/ BU seeking opinion | SBI-IFB Branch, Andheri (E). Mumbai. |
| b) | Reference No. and date of the letter under the cover of Which the documents tendered for scrutiny are forwarded. | Loans Dept |
| c) | Name of the Borrowers. | MRS. MANJU CHOUDHARY. |
| 2. a) | Name of the Unit/Concern/Company/Person offering the Property (ies) as Security. | MRS. MANJU CHOUDHARY (hereinafter referred to as the Borrowers). |
| b) | Constitution of the Unit/Concern/person/body/authority offering the property for creation of charge. | Jointly |
| c) | State as to under what capacity is security offered (whether as joint applicant or Borrowers or as guarantor etc.) | As a Borrowers |
| 3. | Complete or full description of the immovable property/ (ies) Offered as security for creation of mortgage whether Equitable/ registered mortgage. | Industrial Unit No. 614, adm. 500 sq. ft. Carpet area, on the 6th Floor, in "A" Wing, in Building No. 9 of "SHREE LAXMI PLAZA PREMISES CO-OP. HOUSING SOCIETY LIMITED", situated on land bearing CTS No. 627, S. No. 41 (Part), of Village Oshiwara, Taluka Andheri, within the Registration District and Sub-District of Brihanmumbai. i.e. said Unit |
| a) | Survey no. | CTS No. 627, S. No. 41 (Part), of Village Oshiwara,, Taluka Andheri, Mumbai Suburban District (hereinafter referred to as "said Property" for sake of brevity) |
| b) | Door no. (in case of house property) : | Unit No.614, on the 6 th Floor. |
| c) | Extent/area including plinth/built up area in case of House property | adm. 500 sq. ft. Built up area. |
| d) | Locations like name of the place, village, city, registration, Sub-district etc. | Village Oshiwara, Taluka Andheri, Mumbai City and Mumbai Suburban District. |
| e) | Boundaries : | Within K Wards of Municipal Corporation of Greater Mumbai. |
| 4. A) | Particulars of the documents scrutinized-serially and Chronologically | <p>a) Copy of Agreement dated 30/01/2007 entered into between M/S. LAXMI INDUSTRIAL ESTATE (Promoters) AND MRS. MANJU CHOUDHARY (Purchaser) together with annexure thereto.</p> <p>b) Copy of Registration Receipt bearing No. 675 under Document No. BDR/4/00665/2006 for Rs. 23,100/-</p> |



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| | | <p>issued by the Sub-Registrar Assurance, Andheri-2 dated 30/01/2007.</p> <p>c) Copy of Maintenance Bill dated 25/05/2012, issued by the Shree Laxmi Plaza Premises Co-op. Soc. Ltd.</p> <p>d) Copy of Title Clearance Certificate dated 07/08/1999 issued by Adv. Bharat R. Zaveri.</p> <p>e) Copy of Property Card.</p> <p>f) Copy of Order issued by the High Court of Judicature, Mumbai.</p> <p>g) Copy of Lay-out Plan.</p> <p>h) Copy of Ground Floor Plan.</p> <p>i) Copy of Typical Upper Floor Plan.</p> <p>j) Copy of Commencement Certificate dated 07/10/1999 issued by the Municipal Corporation of Greater Mumbai.</p> <p>k) Copy of NOC dated 04/08/2008 issued by the Laxmi Industrial Estate.</p> <p>l) Copy of Title Clearance Certificate dated 15/03/2008 issued by R. M. Shetty & Associates, Advocates.</p> |
| b) | <p>Nature of documents verified and as to whether they are Originals or certified copies or registration extracts duly Certified.</p> <p>Note: Only originals or certified extracts from the Registering/land/revenue/other authorities be examined.</p> | As at 4 (a) above |
| 5. | Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR) | No. |
| 6 a) | Whether the records of registrar of Office or revenue authorities relevant to the property in question are available for verification through any online portal or computer systems? | Andheri |
| b) | If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard. | We have cross checked |
| c) | Whether the genuineness of the stamp paper is possible to be verified from any online portal and so whether such verification was | N.A. |



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| | made? | | |
| 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 - General if so, please name all such Offices? | | N.A. |
| 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 question? | | 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 Deed. And wherever Minor's interest or other clog on title is involved, for a Further period, depending on the need for clearance of Such clog on the Title. In case of property offered as security for loans of Rs. 100 crore and above search of title / encumbrances for a period of not less than 30 years is mandatory (Separate Sheets may be used). | | <u>As per Annexure-A-1.</u> |
| 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.). | | The Borrowers are the owners of the said Unit on what is popularly known as Ownership basis. |
| 210 | If leasehold, whether, a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the leasehold right. c) duration of the Lease/unexpired period of lease, 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. e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)? f) Right to get renewal of the leasehold rights and nature thereof. | | N.A. |
| 11. | If Govt. grant/allotment/Lease-Cum/Sale Agreement whether; | | No. |
| | Grant / agreement etc. provides for alienable rights to the mortgagor with or without conditions. | | No. |
| | Whether any permission from Govt. or any other authority is required for creation of mortgage and whether such valid permission is available. | | No. |



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| 12. | If occupancy right, whether; a) Such right is heritable and transferable, b) Mortgage can be created. | Yes - subject to the No objection/consent of the Society. |
| 13. | Nature of Minor's interest, if any and if so, whether Creation of mortgage could be possible-the Modalities/procedure to be followed 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 or by a separated writing or by implication or by actions; | N.A. |
| | e) Whether there is any restrictions on the Donor in executing the Gift/Settlement Deed in question. | N.A. |
| | f) Whether the Donee is in possession of the gifted property: | N.A. |
| | g) Whether any life interest is reserved for the Donor or any other persons 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 /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 mortgage able title thereon. | N.A. |
| d. | In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with. | N.A. |
| e. | Whether any of the documents in question are executed in counterparts or in more than one set? If so additional precautions to be taken for avoiding multiple mortgages? | N.A. |
| 16. | Whether the title documents include any testamentary documents / wills? | No. |
| a. | In case of wills, whether the will is registered or unregistered Will? | N.A. |
| b. | Whether the 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. |



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| 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 or any religious/other institutions having any restriction in creation of charges on such properties? | N.A. |
| | (c) Precautions/Permissions, if any respect of the above cases for creation of mortgage? | N.A. |
| 18. | (a) Where the property is a HUF/Joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution minor's share if any, rights of female members etc. | 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? | N.A. |
| | (b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes the mortgage of the property? | N.A. |
| | (c) if so additional precautions/permissions to be obtained for creation of valid mortgage? | N.A. |
| | (d) Requirements, if any 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 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 case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed* / permission obtained. | N.A. |
| 21. | Whether the property is affected any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Regulations, etc.) | N.A. |



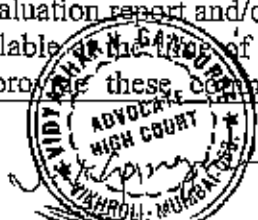
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| 22. | (a) Whether the property is subject to any pending or proposed land acquisition proceedings? | N.A. |
| | (b) Whether any search / enquiry is made with the land Acquisition Office and the outcome of such search/enquiry. | N.A. |
| 23. | (a) Whether the property is involved in or subject matter of any litigation which is pending or concluded? | N.A. |
| | (b) If so, whether such litigation would adversely effect the creation of a valid mortgage or have any implication of its future enforcement? | N.A. |
| | (c) Whether the title documents have any court seal/marking which points out any litigation/attachment/security to court in respect of the property in question" In such case please comment on such seal/marking. | N.A. |
| 24. | (a) In case of partnership firm, Whether the property belongs to the firm and the deed is property registered. | N.A. |
| | (b) Property belonging to partners, Whether thrown on hotchpot? Whether formalities fro the same have been completed as per applicable laws? | N.A. |
| | (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm. | N.A. |
| 25. | Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, 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, Associations, the required authority/power to Borrowers and whether the mortgage can be created, and the requisite resolutions bye-laws. | N.A. |
| 27. | (a) Whether any POA is involved in the chain of title? | N.A. |
| | (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 registered document and hence it has crated an interest in favor of the builder/developer and as such is irrevocable as per law. | No. |
| | (c) In case the title document is executed by the POA Holder, please clarify whether the POA involves is (i) one executed by the Builders viz. Companies / Firms / Individual, or Proprietary Concerns in favor of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letter, NOC'S Agreements of Sale, Sale Deeds, etc in favor of buyers of flats/units (Builder's POA) or (ii) other type of POA (common POA). | N.A. |
| | (d) In case of Builder's POA Whether a certified copy of POA is available and the same has been compared with the original POA. | N.A. |



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| | (e) In case of Common POA (i.e. POA other than Builders' POA) please clarify the following clauses in respect of POA. | N.A. |
| | i. Whether the original POA is verified and the title investigation is done on the basis of original POA? | NA. |
| | ii. Whether the POA is a registered one? | NA |
| | iii. Whether the POA is a special or general one? | NA |
| | iv. Whether the POA contains a specific authority for execution of title documents in question? | NA |
| | (f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of Sub-registrar also?) | N.A. |
| | (g) Please comment on the genuineness of POA? | N.A. |
| | (h) The unequivocal opinion on the enforceability and validity of the POA? | N.A. |
| 28. | Whether the mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped /authenticated in terms of the Law of the place where it is executed. | N.A. |
| 29. | If the Property is a flat/apartment or residential / commercial complex, check and comment on the following | It is a Commercial Unit |
| a. | Developer's/Land owner's title to the land/building | Yes. |
| b. | Development Agreement for Sale /power of Attorney | Tripartite Agreement executed |
| c. | Extent of authority of the Developer/builder. | Full |
| d. | Independent title verification of the land and/or building in Question. | Yes |
| e. | Agreement for Sales for Sale (duly registered) | Yes |
| f. | Payment of proper stamp duty | It is duly stamped under the provision of the Stamp Act. |
| g. | Requirement of Registration of Sale Agreement Development Agreement, POA etc. | N.A. |
| h. | Approval of Building Plan, permission of appropriated/local authority etc. | Not obtained. |
| i. | Conveyance in favor of Society / Condominium concerned. | Pl. ascertain from Society about same. |
| j. | Occupancy Certificate/ Allotment Letter/Letter of Possession. | Obtain Occupation Certificate |
| k. | Membership details in the Society etc. | Borrowers are the members of the said Society. |
| l. | Share Certificate. | N.A. |
| m. | No objection letter from the society. | No Objection from said Society for mortgage etc. is to be obtained |
| n. | All legal requirements under the local/Municipal laws, Regarding ownership of Flats/Apartments/Building Regulation, Development Control Regulations, Co-operative Societies Laws etc. | N.A. |
| o. | Requirements, for noting the Bank charges on the records of the Housing Society, if any. | N.A. |
| p. | If the property is vacant land and construction is | N.A. |



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| | yet to be made, approval by lay-out and other precautions, if any. | |
| q. | Whether the numbering the pattern of the Units/flats tally in all documents such as approved plan, agreement plan etc. | N.A. |
| 30. | Encumbrance, Attachments, and/or claims whether of Government, Central or State or other local authorities or Third Party claim, Leins etc. And details thereof. | N.A. |
| 31. | The period covered under the Encumbrances Certificate and the name of the person in whose favor the encumbrance is created and if so, satisfaction of chare if any. | N.A. |
| 32. | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid what remedy? | N.A. |
| 33. | a. Urban land ceiling clearance, whether required And if so, details thereon. Whether No Objection Certificate under the income Tax Act is required/obtained. | NO NO. |
| 34. | Details of RTC extracts /mutation extracts/ Katha extracts Pertaining to the property in question. | Nil |
| 35. | Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records? | N.A. |
| 36. | (a) Whether the property offered as security is clearly demarcated? | Not known |
| | (b) Whether the demarcation / partition of the property is legally valid? | N.A. |
| | (c) Whether the property has clear access as per documents? | N.A. |
| 37. | Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any reveled on such scrutiny? (a) Document in relation to electricity connection. (b) Document in relation to water connection. (c) Document in relation to Sales Tax Registration, if any applicable. (d) Other utility, if any | N.A. |
| 38. | In respect of the boundaries of the property, whether there is a difference / discrepancy if 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 then same. | N.A. |
| 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 the title deeds. (If the valuation report and/or approved plan are not available, the time of preparation of TIR, please provide these comments subsequently, | Not furnished |



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| | on making the same available to the advocate) | |
| 40. | Any bar/restriction for creation of mortgage under any local or special enactments, details of property registration of documents, payment of property Stamp duty | N.A. |
| 41. | Whether the Bank will be able to enforce SARFESI Act, if required against the property as security? | Yes |
| 42. | In case of absence of original titles deeds, details of legal And other requirements for creation of a proper, valid and Enforceable mortgage by deposit of certified extracts duly Certified etc., as also any precaution to be taken by the Bank in this regard. | N.A. |
| 43. | Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases. | N.A. |
| 44. | Additional aspects relevant for investigation of title as per local laws. | N.A. |
| 45. | Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of Security. | - Pl. address Regd. Post A.D./Hand Delivery letter to said Society, advising about mortgage etc. created by said Owners and keep Acknowledgment due on record. <u>Pl. obtain confirmation from said Society of having noted lien etc. in their books.</u> |
| 46. | The specific person who are required to create Mortgage/to deposit document creating mortgage. | MRS. MANJU CHOUDHARY. |

CERTIFICATE OF TITLE

I have examined Original Title Deeds intended to be deposited relating to Schedule property/(ies) and offered as security by way of Equitable Mortgage and that Documents of Title referred to in Opinion are valid evidence of Right, title and Interest and that if said Equitable Mortgage is created, it will satisfy requirements of creation of Registered/ Equitable Mortgage and I further certify that:

1. I have examined Documents in detail, taking into account all Guidelines in Check List vide Annexure C and other relevant factors.

1 A. I confirm having made a search in Land/Revenue records. I do not find anything adverse which would prevent Title Holders from creating a valid Mortgage. I am liable/responsible, if any loss is caused to Bank due to negligence on my part or by my agent in making search.

1 B. Following scrutiny of Land Records/Revenue Records and relative Title Deeds, I hereby certify genuineness of 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 Encumbrance Certificate/Search for period from 1985 to 2014 pertaining to Immovable Property/(ies) covered by above said Title Deeds. Property is free from all Encumbrances

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

3. Minor/(s) and his/their interest in Property/(ies) is to extent of (Specify share of Minor/(s) and his/their interest in Property/(ies) (Strike out if not applicable). N/A.



4. Mortgage if created, will be available to Bank for Liability of Intending Borrower/s, MRS. MANJU CHOUDHARY.
5. I certify that MRS. MANJU CHOUDHARY, acquire/s absolute, valid, clear and Marketable Title over Schedule property/(ies). I further certify that above Title deeds are genuine and a valid mortgage can be created and said Mortgage would be enforceable.

In case of creation of Mortgage by Deposit, of Title deeds, We certify that deposit of following Title deeds/ documents would create a valid and enforceable mortgage.

- (i) Original registered Agreement dated 30/01/2007 entered into between M/S. LAXMI INDUSTRIAL ESTATE (Promoters) AND MRS. MANJU CHOUDHARY (Purchaser) together with annexure thereto.
- (ii) Original Registration Receipt bearing No. 675 under Document No. BDR/4/00665/2006 for Rs. 23100/- issued by the Sub-Registrars Assurance, Andheri-2 dated 30/01/2007.
- (iii) Copy of Latest Maintenance Bill issued by the Shree Laxmi Plaza Premises Co-op. Soc. Ltd.
- (iv) Copy of Occupancy Certificate.
- (v) Original Share Certificate
- (vi) Original NOC to the Bank issued by the Society

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

SCHEDULE OF PROPERTY/ES

Industrial Unit No. 614, adm. 500 sq. ft. Carpet area, on the 6th Floor, in "A" Wing, in Building No. 9 of "SHREE LAXMI PLAZA PREMISES CO-OP. HOUSING SOCIETY LIMITED", at Oshiwara, Mumbai, situated on land bearing CTS No. 627, S. No. 41 (Part), of Village Oshiwara, Taluka Andheri, Mumbai Suburban District

Place: Mumbai

N.V. Gangurde
Signature of Advocate

VIDYADHAR. GANGURDE
B.A. LLB
Advocate, High Court



A/c. MRS. MANJU CHOUDHARY

Flow of Title

It is observed from the documents produced before us that, **M/S. LAXMI INDUSTRIAL ESTATE** was the owner of land bearing CTS No. 627, S. No. 41 (Part), adm. 1,10,000 sq. yds. of Village Oshiwara, Taluka Andheri, within the Registration District and Sub-District of Brihanmumbai (hereinafter referred to as the said Property)

M/S. LAXMI INDUSTRIAL ESTATE has taken the permission from the Brihanmumbai Mahanagapalika vide Commencement Certificate bearing CE/4709/BSII/AK dated 26/07/1974.

As per the permission granted by the Appropriate Authorities, the said **M/S. LAXMI INDUSTRIAL ESTATE** had entitled to construct the building known as "LAXMI PLAZA" on the said land.

By an Agreement dated 30th January, 2006 (duly executed on stamp duty of Rs. 1,11,300/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub - Registrar's Office at Andheri-2 under Sr. No. BDR/4/00665/2006 on 30/01/2006 paying Registration Fees of Rs. 23,100/-) entered into between **M/S. LAXMI INDUSTRIAL ESTATE** thereafter referred to as "the Promoters" of the One Part AND **MRS. MANJU CHOUDHARY** thereafter referred to as "the Purchaser" of the Other Part; the Promoters thereby have agreed to sell to the Purchaser and the Purchaser thereby had agreed to purchase the said Industrial Unit No. 614, adm. 500 sq. ft. Carpet area, on the 6th Floor, in "A" Wing, in Building No. 9 of "LAXMI PLAZA", situated on land bearing CTS No. 627, S. No. 41 (Part), of Village Oshiwara, Taluka Andheri, within the Registration District and Sub-District of Brihanmumbai (hereinafter referred to as the said Industrial Unit) for the aggregate price of Rs. 22,00,000/- 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 "SHREE LAXMI PLAZA PREMISES CO-OP. HOUSING SOCIETY LIMITED", bearing Registration No. BOM/WKW/GNL/788/2008-09 dated 04/04/2008..

We are of opinion that Title of said Owner, **MRS. MANJU CHOUDHARY**, to said Unit is valid, clear, legal, marketable and free from registered encumbrances, and is entitled to create valid and enforceable equitable mortgage in favour of Bank.

Yours truly,



V. Gangurde
VIDYADHAR. GANGURDE
B.A. LLB
Advocate, High Court

SEARCH REPORT

Shri Subash Tambe

Date: 11.08.2014

To,
Adv. V. V. Gangurde,
Advocate, High Court, Mumbai.

Re: Search of property being Industrial Unit No. 614, adm. 500 sq. ft. Carpet area, on the 6th Floor, in "A" Wing, in Building No. 9 of "SHREE LAXMI PLAZA PREMISES CO-OP. HOUSING SOCIETY LIMITED", at Oshiwara, Mumbai, situated on land bearing CTS No. 627, S. No. 41 (Part), of Village Oshiwara, Taluka Andheri, Mumbai Suburban District

Belonging To: MRS. MANJU CHOUDHARY

As per your instructions, I have taken a search in respect of above-mentioned Unit, from 1985 to 2014 (30 Years), at office of Sub-Registrar, Mumbai and Andheri.

At Mumbai S.R.O. from year 1985 to 2002

| | |
|-------|-----------------|
| 1985) | |
| To | Torn |
| 1994) | |
| 1995) | |
| To | Some Pages Torn |
| 2000) | |
| 2001) | |
| To | Nil |
| 2002) | |

At Andheri S.R.O. from year 1985 to 2014

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|-------|-----------------|
| 1984) | |
| To | Torn |
| 1988) | |
| 1989) | |
| To | Some Pages Torn |
| 1993) | |
| 1994) | |
| To | Torn |
| 2001) | |
| 2002) | |
| To | Nil |
| 2005) | |
| 2006) | Entry |

AOS

30.01.2006

BDR/4/00665/2006

M/S. LAXMI INDUSTRIAL ESTATE

To

MRS. MANJU CHOUDHARY

2007)

Nil



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Regn. 39 m.

Encl

दिनांक ६/८/१४ सन २० १३४३३/१४

सादर करणाऱ्याचे नाव- सुभाष तोंडे

दिनांक - 22/04

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सादरकर्ता

Bhuta & Associates
ADVOCATE

: Office No. 3 & 4, 3rd Floor, Kothari House, situated at 5/7, Oak Lane, Fort,
Mumbai - 400 001. Telefax : 2262 1648 Email : ashbhuta@hotmail.com

SBI/HO/LO/5424 /2013

To,
State Bank of India,
IFB Branch, Sakinaka,
Andheri (E), Mumbai

15/07/2013

Sir,

ANNEXURE D
CERTIFICATE OF TITLE

We have Examined the Original Title deeds intended to be deposited relating to the Schedule Property 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 Equitable Mortgage is created it will satisfy the requirements of Creation of the Equitable Mortgage and we further certify that it is possible to create Equitable Mortgage by taking deposit the documents of title detailed below:-

- 1) We have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
- 2) We confirm having caused a search in the concerned Industrial Unit of the Sub-Registrar. We do not find anything adverse which would prevent the Title Holders from creating a Valid Mortgage. We are responsible, if any loss is caused to the Bank due to negligence on my part or by agent in making search.
- 3) Following scrutiny of Records in the concerned Industrial Unit of the Sub-Registrar and relative Title Deeds, We hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt if any has been clarified by making necessary enquiries.

A. Bhuta

Correspondence Office: A/3, 2nd Floor, Bldg. No. 44, Pranav Gandhi Nagar CHS Above Hotel,
Highway Gomantak & Slum Redevelopers, Association, Opp. M.I.G. Club,
Behind Mahada, Bandra (E), Mumbai - 400 051.

Bhuta & Associates

ADVOCATE

Off. Add. : Office No. 3 & 4, 3rd Floor, Kothari House, situated at 5/7, Oak Lane, Fort, Mumbai - 400 001. Telefax : 2262 1648 Email : ashbhuta@hotmail.com

- f) Copy of Occupancy Certificate
- g) Copy of NOC dated 04/08/2008 issued by the Laxmi Industrial Estate.
- h) Original NOC to the Bank issued by the Society.
- i) Original Share Certificate.
- j) To call upon the said MRS. MANJU CHOUDHARY to pay the requisite stamp duty under the provision of Bombay Stamp Act and to execute the necessary documents for the creation of the equitable mortgage in respect of the said Industrial Unit.
- k) Search report in respect of the said property for the last 30 years.

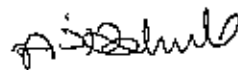
There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

SCHEDULE OF THE PROPERTY

Industrial Unit No. 614, adm. 500 sq. ft. Carpet area, on the 6th Floor, in "A" Wing, in Building No. 9 of "SHREE LAXMI PLAZA PREMISES CO-OP. HOUSING SOCIETY LIMITED", situated on land bearing CTS No. 627, S. No. 41 (Part), of Village Oshiwara, Taluka Andheri, within the Registration District and Sub-District of Brihanmumbai.

Place: Mumbai

Date: 11/07/2013



Signature of the Advocate

Correspondence Office: A/3, 2nd Floor, Bldg. No. 44, Pranav Gandhi Nagar CHS Above Hotel, Highway Gomantak & Slum Redevelopers, Association, Opp. M.I.G. Club, Behind Mahada, Bandra (E), Mumbai - 400 051.

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| | | <p>c) Copy of Maintenance Bill dated 25/05/2012 issued by the Shree Laxmi Plaza Premises Co-op. Soc. Ltd.</p> <p>d) Copy of Title Clearance Certificate dated 07/08/1999 issued by Adv. Bharat R. Zaveri.</p> <p>e) Copy of Property Card.</p> <p>f) Copy of Order issued by the High Court of Judicature, Mumbai.</p> <p>g) Copy of Lay-out Plan.</p> <p>h) Copy of Ground Floor Plan.</p> <p>i) Copy of Typical Upper Floor Plan.</p> <p>j) Copy of Commencement Certificate dated 07/10/1999 issued by the Municipal Corporation of Greater Mumbai.</p> <p>k) Copy of NOC dated 04/08/2008 issued by the Laxmi Industrial Estate.</p> <p>l) Copy of Title Clearance Certificate dated 15/03/2008 issued by R. M. Shetty & Associates, Advocates.</p> |
| b) | <p>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.</p> | As at 6 (a) above |
| 7. | Complete or full description of the immovable property/ | Industrial Unit No. 614, adm. 500 sq. ft. Carpet area, on the 6th Floor, in "A" Wing, in Building No. 9 of |

Handwritten signature

| | | |
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| | (ies) Offered as security for creation of mortgage whether Equitable / registered mortgage | "SHREE LAXMI PLAZA PREMISES CO-OP. HOUSING SOCIETY LIMITED", situated on land bearing CTS No. 627, S. No. 41 (Part), of Village Oshiwara, Taluka Andheri, within the Registration District and Sub-District of Brihanmumbai. |
| i) | Survey no. | CTS No. 627, S. No. 41 (Part). |
| ii) | Door no. (in case of house property) : | Industrial Unit No. 614, on the 6th Floor. |
| iii) | Extent/area including plinth/built up area in case of House property. | adm. 500 sq. ft. Carpet area. |
| iv) | 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. |
| v) | Boundaries : | N.A. Since the property offered as security is Industrial Unit |
| 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 Deed. And wherever Minor's interest or other clog on title is involved, for a Further period, depending on the need for clearance of Such clog on the Title. | <p>1) It is observed from the documents produced before us that, M/S. LAXMI INDUSTRIAL ESTATE was the owner of land bearing CTS No. 627, S. No. 41 (Part), adm. 1,10,000 sq. yds. of Village Oshiwara, Taluka Andheri, within the Registration District and Sub-District of Brihanmumbai (hereinafter referred to as the said Property)</p> <p>2) M/S. LAXMI INDUSTRIAL ESTATE has taken the permission from the Brihanmumbai Mahanagapalika vide Commencement Certificate bearing CE/4709/BSII/AK dated 26/07/1974.</p> <p>3) As per the permission granted by the Appropriate Authorities, the said M/S. LAXMI INDUSTRIAL ESTATE. had entitled to construct the building known as "LAXMI PLAZA" on the said land.</p> |

ADJUDGMENT

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| | | <p>4) By an Agreement dated 30th January, 2006 (duly executed on stamp duty of Rs. 1,11,300/- under the provisions of Bombay Stamp Act, 1958 and duly registered in the Sub - Registrar's Office at Andheri-2 under Sr. No. BDR/4/00665/2006 on 30/01/2006 paying Registration Fees of Rs. 23,100/-) entered into between M/S. LAXMI INDUSTRIAL ESTATE thereafter referred to as "the Promoters" of the One Part AND MRS. MANJU CHOUDHARY thereafter referred to as "the Purchaser" of the Other Part; the Promoters thereby have agreed to sell to the Purchaser and the Purchaser thereby had agreed to purchase the said Industrial Unit No. 614, adm. 500 sq. ft. Carpet area, on the 6th Floor, in "A" Wing, in Building No. 9 of "LAXMI PLAZA", situated on land bearing CTS No. 627, S. No. 41 (Part), of Village Oshiwara, Taluka Andheri, within the Registration District and Sub-District of Brihanmumbai (hereinafter referred to as the said Industrial Unit) for the aggregate price of Rs. 22,00,000/- only and on the terms and conditions more particularly contained therein..</p> <p>5) 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 "SHREE LAXMI PLAZA PREMISES CO-OP. HOUSING SOCIETY LIMITED", bearing Registration No. BOM/WKW/GNL/788/2008-09 dated 04/04/2008.</p> <p>6) After perusing the order passed by the Hon'ble High court in appeal order no. 1050 of 1998, it is observed that the Builders are</p> |
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| | | entitled to consume the Balance FSI of 0.43 and it is not affected by the pending litigation. |
| 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.) | The Borrower is the owner of the said Industrial Unit on what is popularly known as ownership basis. |
| 10(a) | Encumbrances, Attachments, and/or claims whether of Government, Central or state or other Local authorities or Third Party claims, Liens etc. and details thereof If yes, give the details thereof. | We have taken search with the Sub-Registrar Office at Andheri-2 for the period of 30 years and have found that there is no encumbrances on the said property. |
| (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. | We have taken search for the period of 30 years. And it is found that the said Industrial Unit stands in the names of MRS. MANJU CHOUDHARY. No encumbrances disclosed/ reflected. |
| 11. | Details regarding property tax or land revenue or other Statutory dues paid/payable as on date and if not paid. What remedy? | Nil |
| 12. | Details of RTC extracts /mutation extracts/Katha extracts Pertaining to the property in question. | Nil -- Since the property offered as security is only a Industrial Unit. |
| 13. | Any bar/restriction for creation of mortgage under any Local or special enactments, details of proper registration Of documents, payment of proper stamp | There is no such bar for the creation of the Mortgage. |

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| | duty etc. | |
| 14. | In case of absence of original titles 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 person who are required to create Mortgage/ to deposit document creating mortgage. | MRS. MANJU CHOUDHARY is required to deposit the Document creating Mortgage. |
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AJ/Amul

| ANNEXURE "C" | | |
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| 1. | Nature of title (Ownership/Leasehold/occupancy/Government Grant/allotments etc. | The Borrower is the owner of the said Industrial Unit on what is popularly known as Ownership basis. |
| 2. | If leasehold, whether, Lease Deed is duly stamped and registered Lessee is permitted to mortgage the leasehold right, Duration of the Lease/unexpired period of lease, 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 Government grant/allotment /Lease-cum /Sale Agreement, Whether : Grant /agreement etc. provides for alienable rights to the Mortgagor with or without conditions, The mortgagor is competent to create charge on such Property. | N.A. |
| 4. | If occupancy right, whether; Such right is heritable and transferable, Mortgage can be created. | Yes - subject to the No objection/consent of the Society. |
| 5. | a. Urban Land ceiling clearance, whether required And if so, details thereon. Whether No Objection Certificate under the income Tax Act is required/ obtained. | NO NO. |
| 6. | Nature of Minor's interest, if any and if so, whether | |

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| | Creation of mortgage could be possible-the Modalities/procedure to be followed 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 enforcing, thereon. | 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 (viz. Agricultural Laws, weaker Sections, minorities, Land Laws Etc.) | N.A. |
| 10a. | In case of partition/ 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 mortgage able title thereon. | N.A. |
| 11a. | In case of partnership firm, whether the property belongs | |

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| | to the firm and the deed is property 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. |
| 12a. | Whether the property belongs to a limited Company, Check the Borrowing powers, BOD resolution, Authorization to create mortgage/execution of documents, Registration of any prior charges with the company Registrar, Articles of Association/provision for common Seal etc. | Property does not belong to any limited Company |
| 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 | To call upon the said MRS. MANJU CHOUDHARY to obtain a letter in writing from the Society recording the charge of the Bank in their relevant record and that they will not allow the MRS. MANJU CHOUDHARY to create the third party interest without the written consent of the Bank. |
| 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 property executed/ stamped/ authenticated in terms of the Law of the place, where it is executed. | N.A. |
| 14. | If the property is a Shop/ apartment or residential /commercial Complex, check | Property offered as security is Industrial Unit |
| a. | Promoter's/Land owner's title to the Land /building | Society's title to the said Industrial Unit is clear and free from encumbrances. |
| b. | Development Agreement | |

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| | /power of Attorney | N.A. |
| c. | Extent of authority of the Developer/builder | adm. 500 sq. ft. Carpet area. |
| d. | Independent title verification of the Land and/or building in Question. | N.A. |
| e. | Agreements for Sale | Agreement dated 30/01/2007 in the Office of the SRO, at Andheri under Regn., No. BDR/4/00665/2006 dated 30/01/2007. |
| f. | Payment of proper stamp duty | It is duly stamped under the provision of the Bombay Stamp Act. |
| g. | Conveyance if 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 | To call upon the said MRS. MANJU CHOUDHARY to obtain a letter in writing from the Society recording the charge of the Bank in their relevant record and that they will not allow the MRS. MANJU CHOUDHARY to create the third party interest without the written consent of the Bank. |
| l. | All legal requirements under the local/Municipal laws, Regarding ownership of Shops /Apartments/Building Regulation, 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 | |

Manju Choudhary

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| | /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 Government/ Local authorities etc. that could be ascertained. | Nothing is revealed. |
| 17. | Any other details required for the purpose. | N.A. |

As per