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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.615, Shree Laxmi Plaza CHSL.

S.No	Details	Y/ N
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?	Υ
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

•	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.?	У
15.	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	У
16.	In respect of loans of Rs.1,00 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?	Υ
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.	<ul><li>(a) Findings, if any in respect of the property offered as the security in the valuation report?</li><li>(b) Whether there is any inconsistency in the TIR and valuation report in respect of the property?</li></ul>	N

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	CSO/Field Officer/	Relationship
	Authorised Officer	Manager/
	De Contraction	Branch Head/Unit
	[] (A) (A)	Head
Signature		( ) Martin
Name		-VBOANTHI
Designation		NATAROTON
Duny - la // La in		CM & RMME
Branch/Unit		C-B Salvada
Date of		
scrutiny		12/8/14.

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# **VIDHYADHAR V. GANGURDE**

Advocates High Court

Resi; D/604, Patidar Com<sub>i</sub> sex, Kannamwar Nagar No.02 Vikroli (E), Mumbai – 400 083 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, 201

#### TITLE INVESTIGATING REPORT (T.I.R)

Annexure "B"

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	Loans Dept
c)	Scrutiny are forwarded,  Name of the Borrowers,	MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDHARI.
2. a)	Name of the Unit/Concern/Company/Person offering the Property (ies) as Security.	
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.)	
3.	Complete or full description of the immovable property/ (ies)Offered as security for creation of mortgage whether Equitable/ registered mortgage.	Industrial Unit No. 615, adm. 435 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 Brihammumbai. 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.615, on the 6th Floor.
c)	Extent/area including plin1/built up area in case of House property	adm. 435 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	a) Copy of Agreement for Sale dated 13/12/2012 bearing executed by SHRI. VIKRAM DEVKINANDAN SAMANT (Vendor) AND MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDHARI (Purchasers) together with annexure thereto.

- b) Copy of Registration Receipt bearing No. 11280 under Document No. BDR/4/10673/2012 for Rs. 30,840/-issued by the Sub-Registrars Assurance, Andheri-2 dated 14/12/2012.
  c) Copy of Agreement for Sale dated 10/07/2006 bearing executed by M/s. Laxmi Industrial Estate, through its Partner, Mr. Bhaskarbhai K. Patel (Promoters) AND SHRI. VIKRAM
  - d) Copy of Registration Receipt bearing No. 5320 under Document No. BDR/4/05284/2006 for Rs. 25,800/-issued by the Sub-Registrars Assurance, Borivali-1 dated 12/07/2006.

(Purchaser) together with annexure

SAMANT,

- e) Copy of Index II Document issued by Sub-Registrar's Office at Borivali-1 in respect of Agreement for Sale dated 10/07/2006.
- f) Copy of Property Card.

DEVKINANDAN

thereto.

- g) Copy of Commencement Certificate, dated 07/10/1999 issued by the Municipal Corporation of Greater, Mumbai.
- h) Copy of Full Occupancy Certificate dated 10/01/2005 issued by the Brihanm\u00e4mbia Mahangarpalika.
- Copy of Share Certificate bearing No. 107 with distinctive nos. from 621 to 625 issued by the Shri Laxmit Plaza Premises Co-Operative Housing Society Limited.
- j) Copy of Title Clearance Certificates
   dated 07/08/1999 issued by Adv.
   Bharat A. Zaveri.
- k) Copy of Typical Upper Floor Plan. \*

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

Register solland recently other authorities be

As at 4 (a) above

\*

	examined.	
,	Whether certified copy of all title documents	- 3
	are obtained from the relevant sub-registrar	٠.
	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.
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
)	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
)	Whether the genuineness of the stamp paper is	
٠.	possible to be got verified from any online	1V.A.
	portal and if so whether such verification was	, .
	made?	· · · · · · · · · · · · · · · · · · ·
- 1		
a) ,	Property Offered as security falls with in the	Andheri
	jurisdiction of which Sub-Registrar Office?	· · · · · · · · · ·
)	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,	N.A.
	please name all such Offices?	
	Whether search has been made at all the offices	
	named at (b) above?	Yes.
)	Whether the searches in the Offices of	·
	registering authorities or any other records	٠ ١٠
	reveal registration of multiple title documents in	
	respect of the property question?	- 17-27
	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	
- 1	Such clog on the Title,	As per Annexure-A-1.
	addit of of the little	As per Annexure-A-1.
	In case of property offered as security for	. <i>V</i>
	loans of Rs. 100 crore and above search of	
	title / encumbrances for a period of not less	
-		
	that 30 years is mandatory (Separate Sheets	
•	may be used).	•
	Matrice of Title of the in the 125	I my B
	Nature of Title of the intended Mortgagor over	
	the Property (whether full ownership rights,	on what is popularly known as Ownersh
	Leasehold Rights, Occupancy /Possessory	basis.
	Rights or lnam Holder or Govt.	į.
	Grantee/Allottee etc.).	· · · · · · · · · · · · · · · · · · ·
	If leasehold, whether,	
U	ii iemonore, whomely	
U	,	
U	a) Lease Deed is duly stamped and registered.	į
U	a) Lease Deed is duly stamped and registered.	;
U	a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the	; 
U	a) Lease Deed is duly stamped and registered.	· · · · · · · · · · · · · · · · · · ·
,	a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the leasehold right.	nr a
,	a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the	nr a
	a) Lease Deed is duly stamped and registered. b) Lessee is permitted to mortgage the leasehold right.	nr a
,	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	nr a
10	<ul> <li>a) Lease Deed is duly stamped and registered.</li> <li>b) Lessee is permitted to mortgage the leasehold right.</li> <li>c) duration of the Lease/unexpired period of lease.</li> </ul>	nr a
	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 pre-lease, tooksk the lease deed in favour	nr a
, · · ·	<ul> <li>a) Lease Deed is duly stamped and registered.</li> <li>b) Lessee is permitted to mortgage the leasehold right.</li> <li>c) duration of the Lease/unexpired period of lease.</li> </ul>	NT A

	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.	
11.	If Govt. grant/allótment/Lease-Cum/Sale	No.
	Agreement whether; Grant / agreement etc. provides for alienable	No.
	rights to the mortgagor with or without conditions.	
	Whether any permission from Govt. or any	
į.	other authority is required for creation of	
1	mortgage and if so whether such valid permission is available.	•
12.	If occupancy right, whether;	Yes - subject to the No objection/consent of the
·.	a) Such right is heritable and transferable,	Society.
	, , , , , , , , , , , , , , , , , , , ,	•
	b) Mortgage can be created.	
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	, N.A.
	reasons for Coming to such conclusion.	IV.CL.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether.	N.A.
,	a) The Gift/Settlement Deed is duly stamped	N.A.
	and registered.	
•	b) The Gift/Settlement Deed has been attested by two witnesses:	N.A.
	c) The Gift/Settlement Deed transfers the	N.A.
	property to Donee.	
٠,	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;	·
	e) Whether there is any restrictions on the Donor in executing the Gift/Settlement Deed in question.	
	f) Whether the Donee is in possession of the gifted property:	N.A.
	g) Whether any life interest is reserved for the	N.A.
	Donor or any other persons and whether there is	:
	a need for any other person to join the creation	`
<u> </u>	of mortgage.  h) Any other aspect affecting the validity of the	. N.A
<u></u>	title passed through the Gift/Settlement Deed	14.55.
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	<del></del> -
	whether the Mortgagor is in possession and	
	enjoyment of his share.	<u>l</u>
¢	Whether the partition made is valid in law and the Manager acquired a mortgage able	N.A.
	title sejeon.	IN.FL.
	HIGH COURT	
		9

ď.			
	In respect of partition by a decree of court,	•	
	whether such decree has become final and all		-4
	other conditions/formalities are	N.A.	
	completed/complied with.		4
<u>.</u>	Whether any of the documents in question area	<del></del>	
••	executed in counterparts or in more that one		
		` N. 4	
	set? It so additional precautions to be taken for	` N.A.	
	avoiding multiple mortgages?		
l6.	Whether the title documents, include any	•	ŧ .
	testamentary documents / wills?	No.	
1.	In case of wills, whether the will is registered or	<del></del> -	
	unregistered Will?	N.A.	
).	Whether the Will in the matter needs a	7171	1,
<b>,</b>	mandatory probate and if so whether the same	N.A.	<b>₫</b> r
		1N.A.	٠.
	is probated by a competent court?		
	Whether the property is mutated on the basis of	N.A.	
	will?		
d	Whether the Original Will is available?	N.A.	
2.	Whether the Original Death Certificate of the	N.A.	
	testator is available?	21.2 8,	•
· ·	What are the circumstances and/or documents	- NT 4	
١.	1	N.A.	•
	to establish the will in question is the last and		6
	final Will of the testator?		1
	(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,		
			1.3
	etc. which are relevant to rely on the Will,		5
	availability of Mother / Original title deeds are	_	
	to be explained)	<u> </u>	·
17. '	(a) Whether the property is subject to any wakf	N.A.	
	rights?	_	ኼ
	(b) Whether the property belongs to church /	<u> </u>	· · · · ·
	temple or any religious/other institutions having		٠.
•	any restriction in creation of charges on such	27.4	
	properties? .	N.A.	
	(c) Precautions/Permissions, if any respect of		
	the above cases for creation of mortgage?		
	<u> </u>	N.A.	ь
18.	(a) Where the property is a HUF/Joint family		
	property, mortgage is created for family		•
	benefit/legal necessity, whether the Major Co-	N.A.	(
		17.74.	,
		•	
	parceners have no objection/join in execution	Ø.	
	minor's share if any, rights of female members	<b>a</b>	
	minor's share if any, rights of female members etc.	,	
	minor's share if any, rights of female members	<b>a</b>	
	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect	<b>a</b>	
	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of	· · · · · · · · · · · · · · · · · · ·	4 '
	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	<b>a</b>	4 '
19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  (a) Whether the property belongs to any trust or	· · · · · · · · · · · · · · · · · · ·	4 '
. 19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.	4 '
. 19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  (a) Whether the property belongs to any trust or is subject to the rights of any trust?	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  (a) Whether the property belongs to any trust or is subject to the rights of any trust?  (b) Whether the trust is a private or public trust	N.A.	
19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  (a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A.	- · ·
19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  (a) Whether the property belongs to any trust or is subject to the rights of any trust?  (b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes	N.A.	4 '
19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  (a) Whether the property belongs to any trust or is subject to the rights of any trust?  (b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes the mortgage of the property?	N.A.	1
19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  (a) Whether the property belongs to any trust or is subject to the rights of any trust?  (b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes the mortgage of the property?  (c) if so additional precautions/permissions to	N.A.	1
19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  (a) Whether the property belongs to any trust or is subject to the rights of any trust?  (b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes the mortgage of the property?	N.A.  N.A.	*
19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  (a) Whether the property belongs to any trust or is subject to the rights of any trust?  (b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes the mortgage of the property?  (c) if so additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.	· · · · · · · · · · · · · · · · · · ·
19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  (a) Whether the property belongs to any trust or is subject to the rights of any trust?  (b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes the mortgage of the property?  (c) if so additional precautions/permissions to be obtained for creation of valid mortgage?  (d) Requirements, if any creation of mortgage	N.A.  N.A.	,
19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  (a) Whether the property belongs to any trust or is subject to the rights of any trust?  (b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes the mortgage of the property?  (c) if so additional precautions/permissions to be obtained for creation of valid mortgage?  (d) Requirements, if any creation of mortgage as per the central/state laws applicable to the	N.A.  N.A.	
19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  (a) Whether the property belongs to any trust or is subject to the rights of any trust?  (b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes the mortgage of the property?  (c) if so additional precautions/permissions to be obtained for creation of valid mortgage?  (d) Requirements, if any creation of mortgage	N.A.  N.A.	1
19.	minor's share if any, rights of female members etc.  (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  (a) Whether the property belongs to any trust or is subject to the rights of any trust?  (b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes the mortgage of the property?  (c) if so additional precautions/permissions to be obtained for creation of valid mortgage?  (d) Requirements, if any creation of mortgage as per the central/state laws applicable to the	N.A.  N.A.  N.A.	

		·	
	the local laws permit mortgage of Agricultural land and whether there are any restrictions for	N,A,	
	creation/enforcement of mortgage.	11,21,	
	(b) In case of Agricultural property other	- N.A.	
١.	relevant records/documents as per local laws, if		
	any are to be verified to ensure the validity of		j
	the title and right to enforce the mortgage?		
	(c) In case of conversion of Agricultural land	. 9	
	for commercial purposes or otherwise, whether	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
٠,	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,	<b>`</b>	
	weaker Sections, minorities, Land Laws, SEZ	• •	
	regulations, Coastal Zone Regulations,	N.A.	
	Environmental Clearance, etc.)		_
22.	(a) Whether the property is subject to any	N.A.	
	pending or proposed land acquisition	•	
	proceedings?		
	(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.	4
·	(b) If so, whether such litigation would	j.	
	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	N.A.	
	of the property in question" In such case please	14.23.	
	comment on such seal/marking.	_	· '
24.	(a). In case of partnership firm, Whether the		<del>-</del>
	property belongs to the firm and the deed is	N.A.	•
	property registered.		
	(b) Property belonging to partners, Whether	,	
	thrown on hotchpot? Whether formalities fro		
	the same have been completed as per applicable	N.A.	
•	laws?		•
	(c) Whether the person(s) creating mortgage	•	
•	has/have authority to create mortgage for and		
36	on behalf of the firm.	N.A.	,
∙25,	Whether the property belongs to a Limited	j ·	
	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 /	N.A.	
,	provision for common seal etc.	1Y.A.	
26.	In case of Societies, Associations, the required		
0.	anthority/power to Borrowers and whether the		•
	mortgage can be created, and the requisite	Ŋ.A.	•
	resolutions bye-laws.		6
27.	(a) Whether any POA is involved in the chain	• N.A.	
	of title?	\	
	(b) Whether the POA involved is one coupled		
	with interest, i.e. a Development Agreement -		
•	Cum - Potwer of Morney. If so please clarify		1
		• • • • • • • • • • • • • • • • • • • •	

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Attorney  c. Extent of authority of the Developer/builder.  d. Independent title verification of the land and/or building in Question.  e. Agreement for Sales for Sale (duly registered)  f. Payment of proper stamp duty  It is duly stamped under the provision of Stamp Act.	A	
c. Extent of authority of the Developer/builder.  d. Independent title verification of the land and/or building in Question.  e. Agreement for Sales for Sale (duly registered)  f. Payment of proper stamp duty  It is duly stamped under the provision of Stamp Act.	Agreement for sale /power of Tripartite Agreement executed	1
d. Independent title verification of the land and/or building in Question.  e. Agreement for Sales for Sale (duly registered)  f. Payment of proper stamp duty  It is duly stamped under the provision of Stamp Act.		
building in Question.  e. Agreement for Sales for Sale (duly registered)  f. Payment of proper stamp duty  It is duly stamped under the provision of Stamp Act.		
building in Question.  e. Agreement for Sales for Sale (duly registered)  f. Payment of proper stamp duty  Stamp Act.  Yes  Yes  It is duly stamped under the provision of Stamp Act.		
e. Agreement for Sales for Sale (duly registered)  f. Payment of proper stamp duty  It is duly stamped under the provision of Stamp Act.		8 .
f. Payment of proper stamp duty  It is duly stamped under the provision of Stamp Act.		
Stamp Act.		on of the
Drawn From	* · · · · · · · · · · · · · · · · · · ·	سلطا فان عدد.
To the full the control of the first terms of the f	Viscosistration of Sale Agreement N.A.	3
g. Requirement N.A. Development Approach, POA etc.	A Discount POA etc.	Ŕ
ADVOCATE SELECTION APPROXIMENT, POA etc.	ELICONIENT, I OM CIO,	٠.

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; Share Certificate.	Borrowers are the members of the said Society. @ 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	13 to to obtained
	local/Municipal laws, Regarding ownership of	
	Flats/Apartments/Building Regulation,	
-	Development Control Regulations, Co- operative Societies Laws etc.	N.A.
0.	Requirements, for noting the Bank charges on	N.A.
•	the records of the Housing Society, if any.	. <b>)</b>
p.	If the property is vacant land and construction is	N.A.
٠,	yet to be made, approval by lay-out and other	
	precautions, if any.	
ď.	Whether the numbering the pattern of the	N.A.
	Units/flats tally in all documents such as approved plan, agreement plan etc.	,
30.	Encumbrance, Attachments, and/or claims	N,A,
	whether of Government, Central or State or	. 4
	other local authorities or Third Party claim,	_ a
	Leins etc. And details thereof.	<u> </u>
31.	The period covered under the Encumbrances	N,A.
	Certificate and the name of the person in whose	
	favor the encumbrance is created and if so, satisfaction of chare if any.	
32.	Details regarding property tax or land revenue	N.A.
	or other statutory dues paid/payable as on date	N.A.
	and if not paid what remedy?	· ·
33.	a. Urban land ceiling clearance, whether	
	required And if so, details thereon.	NO · 🖡
	Whather No Objection Codification	·• ·
٠.	Whether No Objection Certificate under the income Tax Act is required/	
	obtained,	NO.
34	Details of RTC extracts /mutation extracts/	Nil
	Katha extracts Pertaining to the property in	
	question.	
35.	Whether the name of mortgagor is reflected as	N.A.
	owner in the revenue/Municipal/Village records?	<b>(</b>
36,	(a) Whether the property offered as security is	N-t les servi
20,	clearly demarcated?	Not known
	(b) Whether the demarcation / partition of the	N.A.
	property is legally valid?	
	(c) Whether the property has clear access as per	
37.	documents?	N.A.
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful	
	circumstances, if any reveled on such scrutiny?	. <b>h</b>
	, and a substitution of the substitution of th	· · · · ·
	(a) Document in relation to electricity	a
	connection.	
	(6) 70	
	(b) Document in relation to water connection.	N.A.
	ADVOCATE E	•
	Well Count   F	'1
	V Con	•
	See Albanda, 200	•

	T	
i	(c) Document in relation to Sales Tax	
	Registration, if any applicable.	₩
		•
	(d) Other utility, if any	
38.	In respect of the boundaries of the property,	
	whether there is a difference / discrepancy if	
,	any of the title documents or any other	1
	documents (such as valuation report, utility,	
_	bills etc.) or the actual current boundary? If so	·
Ι.	please elaborate / comment on then same.	ht A
39.		N.A.
37.	If the valuation report and/or approved /	
	sanctioned plans are made available, please	·
	comment on the same including the comments	•
٠.	on the description and boundaries of the	
	property on the said document and that the title	
l .	deeds.	
'	(If the valuation report and/or approved plan are	Not furnished
	not available at the time of preparation of TIR,	
	please provide these comments subsequently,	1
	on making the same available to the advocate)	ч
40.	Any bar/restriction for creation of mortgage	
ľ	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	
l '	as security?	- 100 t
42.	In case of absence of original titles deeds,	<u> </u>
	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	14.72.
	by the Bank in this regard.	·
43.		· <del></del> -
143.	Whether the governing law/constitutional	
i	documents of the mortgagor (other that natural	
	persons) permits creation of mortgage and	
	additional precautions, if any to be taken in	N.A
- 1.4	such cases.	
44.	Additional aspects relevant for investigation of	''
<u> </u>	title as per local laws.	N.A. 8
45.	Additional suggestions, if any to safeguard the	- Pl. address Regd. Post A.D./Hand Delivery letter
ŀ	interest of Bank / ensuring the perfection of	to said Society, advising about mortgage etc.
	Security.	created by said Owners and keep
İ	1	Acknowledgment due on record. Pl. obtain
		confirmation from said Society of having noted
<u> </u>		lien etc. in their books.
46.	The specific person who are required to create	
] .	Mortgage/to deposit document creating	
1	mortgage.	
		,

## 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 refetred 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:

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

I A. I contain made a search in Land/Revenue records. I do not find anything anything 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 with Name). (Strike out if not applicable). N/A.
- 4. Mortgage if created, will be available to Bank for Liability of Intending Borrower/s, MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDHARI.
- 5. I certify that MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDHARI, 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 for Sale dated 13/12/2012 bearing executed by SHRI. VIKRAM DEVKINANDAN SAMANT (Vendor) AND MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDHARI (Purchasers) together with annexure thereto.
- (ii) Original Registration Receipt bearing No. 11280 under Document No. BDR/4/10673/2012 for Rs. 30,840/~ issued by the Sub-Registrars Assurance, Andheri-2 dated 14/12/2012.
- (iii) Original registered Agreement for Sale dated 10/07/2006 bearing executed by M/s. Laxmi Industrial Estate, through its Partner, Mr. Bhaskarbhai K. Patel (Promoters) AND SHRI. VIKRAM DEVKINANDAN SAMANT (Purchaser) together with annexture thereto.
- (iv) Original Registration Receipt bearing No. 5320 under Document No. BDR/4/05284/2006 for Rs. 25,800/- issued by the Sub-Registrars Assurance, Borivali-1 dated 12/07/2006.
- (v) Original Index II Document issued by Sub-Registrar's Office at Borivali-1 in respect of Agreement for Sale dated 10/07/2006.
- (vi) Copy of Latest Maintenance Bill issued by the Shree Laxmi Plaza Premises Co-op. Soc. Ltd.

(vii) Copy of Occupancy Certificate.

Share Certificate

# (ix) 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/IES

Industrial Unit No. 615, adm. 435 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

VIDYADHAR . GANGURDE Advocate, High Court

Signature of Advocate

# Bank: State Bank of India, IFB Branch.Sakinaka Mumbai Ann. A-T A/c. MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDHARI Flow of Title

It is observed from the documents produced before us that, M/s. Laxmi Industrial Estate was the owner of the land bearing C.T.S. No. 627, Survey No. 41(Part), adm. 91,973.24 sq. mtrs. of Village Oshiwara, Taluka Andheri, Mumbai Suburban District.

The Building Plans in respect of the Building No. 9 consists of Ground plus Six Upper Floors has been approved by the Brihammumbia Mahangarpatika vide IOD dated 17/06/1995 for service Industrial user and other permissible user. The said M/s. Laxmi Industrial Estate have also commenced the construction work in pursuance of the Commencement Certificate granted by the Asst. Engineer, Building Proposal (Western Suburbs) K West Ward dated 07/10/199 under the provisions of Maharashtra Regional & Town Planning Act, 1966.

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 a registered Agreement for Sale dated 10th July, 2006 (duly registered in the Sub-Registrar's Office at Andheri-2 under Sr. No.BDR/4/05284/2006 on 12/07/2006 by paying Registration Fees of Rs. 25,800/-) entered into between M/s. Laxmi Industrial Estate, through its Partner, Mr. Bhaskarbhai K. Patel as the Promoters of the One Part AND SHRI. VIKRAM DEVKINANDAN SAMANT as the Purchaser of the Other Part; the said Promoters thereby have agreed to sell to the Purchaser and the Purchaser thereby had agreed to purchase the said Unit No. 615, adm. 435 sq. ft. Carpet area, on the 6th Floor, in Building No. 9 of "LAXMI PLAZA", Laxmi Plaza, Laxmi Estate, New Link Road, Andheri (West), Mumbai – 400 053, situated on land bearing C.T.S. No. 627 of Village Oshiwara, Taluka Andheri, Mumbai Suburban District (hereinafter referred to as the said "Unit") for the aggregate price of Rs. 25,00,000/- 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-OPERATIVE HOUSING SOCIETY LIMITED", bearing Registration No. BOM/(WKW)/GNL/788/2008-09 dated 04/04/2008.

SHRI. VIKRAM DEVKINANDAN SAMANT is the member of the said Society and holding five fully paid up shares of Rs. 50/- each with distinctive Nos. from 621 to 625 under Share Certificate No. 107.

By a registered Agreement for Sale dated 13th December, 2012 (duly registered in the Sub-Registrar's Office at Andheri-2tunder Sr. No. BDR/4/10673/2012 on 14/12/2012 by paying Registration Fees of Rs. 30,840/-) entered into between SHRI. VIKRAM DEVKINANDAN SAMANT as the Vendor of the One Part AND MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDHARI as the Purchasers of the Other Part; the said Vendor thereby have agreed to sell to the Purchaser and the Purchaser thereby had agreed to purchase the said Unit No. 615, adm. 435 sq. ft. Carpet area, on the 6th Floor, in Building No. 9 of "SHREE LAXMI PLAZA PREMISES CO-OPERATIVE HOUSING SOCIETY LIMITED", Laxmi Plaza, Laxmi Estate, New Link Road, Andheri (West), Mumbai – 400 053, situated on land bearing C.T.S. No. 627 of Village Oshiwara, Taluka Andheri, Mumbai Suburban District (hereinafter referred to as the said "Unit") for the aggregate price of Rs. 80,11,000/- only and 'on the terms and conditions more particularly contained therein

We are of opinion that Title of said Owner, MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDHARI, to said Unit is valid, clear, legal, marketable and free from registered sharp brances, and is entitled to create valid and enforceable equitable mortage in favour Bank.

Yours truly,

ANAND PRAKASH CHAOUDHARI, to said Unit is valid, clear, legal, marketable and free from registered sharp brances, and is entitled to create valid and enforceable equitable mortage in favour Bank.

Advocate, High Court

#### SEARCH REPORT

Shri Subash Tambe Date: 12.08.2014

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

Re: Search of property being Industrial Unit No. 615, adm. 435 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 CHAUDHARI & MR. ANAND PRAKASH CHAOUDHARI

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 1994)	Toria .
1995) To 2000)	Some Pages Torn
2001) To 2002)	Nil .

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

2006)	Entry
2002) To 2005)	. Nil
1994) To 2001)	Тога
1989) • To 1993)	Some Pages Torn
1984) To 1988)	Tom

M/\$. LAXMI INDUSTRIAL ESTATE
To

12.07.2006

BDR/4/05284/2006

SHRI. VIKRAM DEVKINANDAN SAMANT



AOS

Ni

Entry

### दस्तऐदजाचा|अर्जाचा अनुक्रमांक

दस्तऐकजाबा प्रकार— 21121सादर करणाराचे नाव— 1921407खालीलप्रमाणे भी मिळाली:— 1921407

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तप्रमाणे भी मिळाली:—
नोंदणी भी
नरकल भी (भोलिओ
पृष्ठांकनाची नरकल भी
ध्पालखर्च
नकला किंवा ज्ञापने (कलम ६४ ते ६५) प्राण्ये
ध्वाक्ष्म निरीक्षण
दंड-कलम २५ अन्वये
कलम ३४ अन्वये
प्रमाणित नकला (कलम ५७) (भोलिओ
इतर भी (भागील पानावरील) बाव क.

दस्तऐवज -----नन्कल रोजी तयार होईल व — या

नोदणीकृत डाकेने पाठवली जाईल. या कार्यालयात देण्यात येईल.

दुय्यम निवंधक.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या हवाली करावाः हवाली करावाः

हवाली करावाः. सह जिल्हा निबंधक वर्ग-२ (अशिनेख) गृंदर्ह उपनगर निन्हाः

थे.का.मृ.मा.,००० पु. (१०० गानी )—३-२०१२—पीए ४\*-(३ए).४४४

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# Bhuta & Associates

# ADVOCATE

.dd.: 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/5755 /2013

To, State Bank of India, Mumbai.

12/11/2013

Sir,

# ANNEXURE C CERTIFCATE OF TITLE

I 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:-

- I 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) I confirm having caused a search in the concerned office 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 office 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.

Wind BCA

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

Original Registration Receipt bearing No. 5320 under Document No. BDR/4/05284/2006 for Rs. 25,800/issued by the Sub-Registrars Assurance, Borivali-1 dated 12/07/2006.

> Original Index II Document issued by Sub-Registrar's Office at Borivali-1 in respect of Agreement for Sale dated 10/07/2006.

Copy of Full Occupancy Certificate dated 10/01/2005 issued by the Brihanmumbia Mahangarpalika. Original Share Certificate bearing No. 107 with distinctive nos. from 621 to 625 issued by the Shri Laxmi Plaza Premises Co-Operative Flousing Society

Original NOC to the Bank issued by the Society.

To call upon the said MRS. MANJU CHAUDHARI & îx. MR. ANAND PRAKASH CHAOUDHARI 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 Unit.

Search report in respect of the said property for the last 30 year.

4 Dermil

Carrespondence Office:

уй.

Limited.

A/3, 2nd Floor, Bldg. No. 44, Pranay Gandhi Nagar CHS Above Hotel, Highway Gomantak & Slum Redevelopers, Association, Opp. M.I.G. Club, Behind Mahada, Bandra (E), Mumbai - 400.051.

# TITLE INVESTIGATING REPORT (T.I.R)

### Annexure "B"

1. a)		
	seeking opinion	Mumbai
Ъ)	Reference No. and date of the letter under the cover of Which the documents tendered for scrutiny are forwarded.	Nio I attache
c)	Name of the Borrowers.	MRS, MANJU CHAUDHARI & MR, ANANI PRAKASH CHAOUDHARI
2. a) 	Name of the Unit/Concern/Company/Pe rson offering the Property (ies) as Security.	MRS. MANJU CHAUDHARI & MR. ANANI
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
	Complete or full description of the immovable property/ (ies) Offered as security for creation of mortgage whether Equitable/ registered mortgage.	Unit No. 615, adm. 435 sq. ft. Carpet area, on the 6th Floor, in Building No. 9 of "SHREE LAXMI PLAZA PREMISES CO-OPERATIVE HOUSING SOCIETY LIMITED", Laxmi Plaza, Laxmi Estate, New Link Road, Andheri (West), Mumbai – 400 053, situated on land bearing C.T.S. No. 627 of Village Oshiwara, Taluka Andhori Mumbai 2.1
) .	Course	Taluka Andheri, Mumbai Suburban District. C.T.S. No. 627.
	Door no. (in case of house property):	Unit No. 615, on the 6th Floor.
	Destruct 1	adm. 435 sq. ft. Carpet area,

R300 Links

	plinth/built up area in case of	
	House property	
d)	Locations like name of the place, village, city, registration, Sub-district etc.	Village Oshiwara, Taluka Andheri, Mumbai Suburban District.
e)	Boundaries :	N.A. Since the property offered as security is Unit.
4. A)	Particulars of the documents scrutinized-serially and Chronologically	a) Copy of Agreement for Sale dated 13/12/2012 bearing executed by SHRI. VIKRAM DEVKINANDAN SAMANT (Vendor) AND MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDHARI (Purchasers) together with annexure thereto.
		b) Copy of Registration Receipt bearing No. 11280 under Document No. BDR/4/10673/2012 for Rs. 30,840/- issued by the Sub-Registrars Assurance, Andheri-2 dated 14/12/2012.
		c) Copy of Agreement for Sale dated 10/07/2006 bearing executed by M/s. Laxmi Industrial Estate, through its Partner, Mr. Bhaskarbhai K. Patel (Promoters) AND SHRI. VIKRAM DEVKINANDAN SAMANT (Purchaser) together with annexure thereto.
		d) Copy of Registration Receipt bearing No. 5320 under Document No. BDR/4/05284/2006 for Rs. 25,800/- issued by the Sub-Registrars Assurance, Borivali-1 dated 12/07/2006.
		e) Copy of Index II Document issued by Sub- Registrar's Office at Borivali-1 in respect of Agreement for Sale dated 10/07/2006.
		f) Copy of Property Card.

in the same of the

	g:	Copy of Commencement Certificate dated 07/10/1999 issued by the Municipal Corporation of Greater Mumbai.
	h)	Copy of Full Occupancy Certificate dated 10/01/2005 issued by the Brihanmumbia Mahangarpalika.
•	i)	Copy of Share Certificate bearing No. 107 with distinctive nos. from 621 to 625 issued by the Shri Laxmi Plaza Premises Co-Operative Housing Society Limited.
	j)	Copy of Title Clearance Certificates dated 07/08/1999 issued by Adv. Bharat A. Zaveri.
<del></del>	k)	Copy of Typical Upper Floor Plan.
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.	- -	As at 6 (a) above
ifle documents are obtained rom the relevant sub- egistrar office and compared with the documents made vailable by the proposed nortgagor? (Please also nolose all such certified opies and relevant fee eccipts along with the TIR)		No.
Whether the records of egistrar of Office or revenue		
	Originals or certified copies or registration extracts duly Certified.  Note: Only originals or certified extracts from the Registering/land/revenue/other authorities be examined.  Whether certified copy of all itle documents are obtained from the relevant subegistrar office and compared with the documents made vailable by the proposed nortgagor? (Please also noclose all such certified opies and relevant fee eceipts along with the TIR)	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/o her authorities be examined.  Whether certified copy of all itle documents are obtained from the relevant subegistrar office and compared with the documents made vailable by the proposed nortgagor? (Please also noclose all such certified opies and relevant fee excepts along with the TIR)  Whether the records of egistrar of Office or revenue

	Dioperty in gardelies are	<del></del>
1	property in question are available for verification	Andheri-2
	through any online portal or	
1	computer systems?	
b)		
1~	oxame/ computer	
	The state of the s	!
	whether any verification or	We have cross checked
ĺ	cross checking are made and	· ·
	the comments/findings in	
<u> </u>	this regard.	
c)	Whether the genuineness of	N.A.
	the stamp paper is possible to	
	be got verified from any	
	online portal and if so	
	whether such verification was	<u>.</u>
7 -1	made?	
7. a)	Property Offered as security	
	falls with in the jurisdiction	Andheri-2
	of which Sub-Registrar	
Y. V	Office?	
b)	Whether it is possible to have	
1	registration of documents in	
	respect of the property in	
	question, at more than one	N.A.
	office of Sub-	41.12.
	Registrar/district registrar -	
ľ	General if so, please name all	
	such Offices?	
2)	Whether search has been	
	made at all the offices named	Yes.
	at (b) above?	1 65.
I) [	Whether the searches in the	
ļ	Offices of registering	
	authorities or any other	N.A.
1	records reveal registration of	14.4.
	multiple title documents in	•
	respect of the property	
	question?	
		<u>.</u>
[ ]	Flow of titles tracing out the title,	of the intended
Mortgagor and his/ its predecessors in interest from the Mother Deed to the		



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 that 30 years is mandatory (Separate Sheets may be used)

- It is observed from the documents produced before us that, M/s. Laxmi Industrial Estate was the owner of the land bearing C.T.S. No. 627, Survey No. 41(Part), adm. 91,973.24 sq. mtrs. of Village Oshiwara, Taluka Andheri, Mumbai Suburban District.
- 2) The Building Plans in respect of the Building No. 9 consists of Ground plus Six Upper Ploors has been approved by the Brihanmumbia Mahangarpalika vide IOD dated 17/06/1995 for service Industrial user and other permissible user. The said M/s, Laxmi Industrial Estate have also commenced the construction work in pursuance of the Commencement Certificate granted by the Asst. Engineer, Building Proposal (Western Suburbs) K West Ward dated 07/10/199 under the provisions of Maharashtra Regional & Town Planning Act, 1966.
- 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.
- 4) By a registered Agreement for Sale dated 10th July, 2006 (duly registered in the Sub Registrar's Office at Andheri-2 under Sr. No. BDR/4/05284/2006 on 12/07/2006 by paying Registration Fees of Rs. 25,800/-) entered into between M/s. Laxmi Industrial Estate, through its Partner, Mr. Bhaskarbhai K. Patel as the Promoters of the One Part AND SHRI. VIKRAM DEVKINANDAN SAMANT as the Purchaser of the Other Part; the said Promoters thereby have agreed to sell to the Purchaser and the Purchaser thereby had agreed to purchase the said Unit No. 615, adm. 435 sq. ft. Carpet area, on the 6th Floor, in Building No. 9 of "LAXMI PLAZA", Laxmi Plaza, Laxmi Estate, New Link Road, Andheri (West), Mumbai 400 053, situated on land bearing C.T.S. No. 627 of Village Oshiwara, Taluka Andheri, Mumbai Suburban District (hereinafter referred to as the said "Unit") for the aggregate price of Rs. 25,00,000/- only and on the terms and conditions more particularly contained therein.



- 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-OPERATIVE HOUSING SOCIETY LIMITED", bearing Registration No. BOM/(WKW)/GNL/788/2008-09 dated 04/04/2008.
- 6) SHRI. VIKRAM DEVKINANDAN SAMANT is the member of the said Society and holding five fully paid up shares of Rs. 50/- each with distinctive Nos. from 621 to 625 under Share Certificate No. 107.
- 7) By a registered Agreement for Sale dated 13th December, 2012 (duly registered in the Sub Registrar's Office at Andheri-2 under Sr. No. BDR/4/10673/2012 on 14/12/2012 by paying Registration Fees of Rs. 30,840/-) entered into between SHRL VIKRAM DEVKINANDAN SAMANT as the Vendor of the One Part AND MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDHARI as the Purchasers of the Other Part; the said Vendor thereby have agreed to sell to the Purchaser and the Purchaser thereby had agreed to purchase the said Unit No. 615, adm. 435 sq. ft. Carpet area, on the 6th Floor, in Building No. 9 of "SHREE LAXMI PLAZA PREMISES CO-OPERATIVE HOUSING SOCIETY LIMITED", Laxmi Plaza, Laxmi Estate, New Link Road, Andheri (West), Mumbai 400 053, situated on land bearing C.T.S. No. 627 of Village Oshiwara, Taluka Andheri, Mumbai Suburban District (hereinafter referred to as the said "Unit") for the aggregate price of Rs. 80,11,000/- only and on the terms and conditions more particularly contained therein.

210	ownership rights, Leasehold Rights, Occupancy / Possessory Rights or Inam Holder or Govt. Grantee / Allottee etc.).  If leasehold, whether,	PRAKASH CHAOUDHARI are the owners of the said Unit on what is popularly known as
	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	

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r		- <u>-                                    </u>	
ſ		lease,	
		d) If, a sub-lease, check the	2
Ì		lease deed in favour of lessed	
		As to whether Lease deed	 f
		permits sub-leasing and	
1		Mortgage by Sub-Lessee also.	
		8-8-5 5 500 200300 2000	
		e) Whether the leasehold	.
		rights permits for the creation	· ·
		of any superstructure (if	N.A.
		applicable)?.	3
-		appacable):.	
		f) Right to got rengreed - 5 (	
		f) Right to get renewal of the	:
		leasehold rights and nature thereof.	1
-	1.	Tr	<u></u>
1		T COVE.	No.
		grant/allotment/Lease-	
ľ		Cum/Sale Agreement	1
$\vdash$		whether;	
		Grant / agreement etc.	No.
		provides for alienable rights	
1		to the mortgagor with or	
$\vdash$		without conditions.	
		Whether any permission	No.
		from Govt, or any other	
		authority is required for	
		creation of mortgage and if so	
	i	whether such valid	
_		permission is available.	
12	Ž. 1	If occupancy right, whether;	Yes - subject to the No objection/consent of the
		a) Such right is heritable and	Society.
!		transferable,	Source,
_		b) Mortgage can be created.	
13	3.	Nature of Minor's interest, if	
	1	any and if so, whether	
		Creation of mortgage could	
	į	be possible-the	77.4
1		Modalities/procedure to be	N.A.
		followed and the reasons for	
	_	Coming to such conclusion.	
14	.	If the property has been	
_		The property Into Deet	N.A.
			<del></del>
		·	a mound
			- L.
			- Wh
			٠,١
			<i>1</i> 67

Gift/Sett whether.  a) The C is dul registered b) The C has been witnesses c) The G transfers Donee. d) Wheth accepted the Gift/ by a sepa	offt/Settlement Deed of stamped and officers off	d N.A.  d N.A.  N.A.  N.A.  N.A.	
whether.  a) The C is duit registered by The C has been witnesses c) The C transfers Donee.  d) Whether accepted the Gift/by a separate control of the contr	ift/Settlement Deed y stamped and i. ift/Settlement Deed a attested by two ift/Settlement Deed the property to her the Donee has the gift by signing	d N.A.  d N.A.  N.A.  N.A.	
a) The C is dul registered b) The C has been witnesses c) The G transfers Donee. d) Wheti accepted the Gift/ by a sepa	ift/Settlement Deed y stamped and d. ift/Settlement Deed a attested by two ift/Settlement Deed the property to her the Donee has the gift by signing	d N.A.	
is dul registered by The Contract the Gift/by a separate contract the Gift/by a separate contract the Gift/by a separate contract	stamped and it.  ift/Seitlement Deed attested by two ift/Seitlement Deed the property to  ner the Donee has the gift by signing	d N.A.	
registered b) The Contact has been witnesses c) The Contransfers Donee. d) Wheth accepted the Gift/	ift/Seitlement Deed to attested by two tift/Seitlement Deed tift/Seitlement Deed the property to the proper has the gift by signing	d N.A.	
b) The Chas been witnesses c) The Gransfers Donee. d) Wheth accepted the Gift/by a separate content of the characteristics.	ift/Settlement Deed  attested by two  ift/Settlement Deed  the property to  the proper has  the gift by signing	N.A.	
has been witnesses c) The Guransfers Donee. d) Wheti accepted the Gift/by a separate	attested by two  ift/Settlement Deed the property to  ner the Donee has the gift by signing	N.A.	
c) The G transfers Donee. d) Wheti accepted the Gift/ by a sepa	ift/Settlement Deed the property to her the Donee has the gift by signing	N.A.  N.A.	
c) The G transfers Donee. d) Wheti accepted the Gift/ by a sepa	ift/Settlement Deed the property to her the Donee has the gift by signing	s N.A.	
d) Wheti accepted the Gift/	the property to  ner the Donee has the gift by signing	s N.A.	
d) Wheti accepted the Gift/	ner the Donee has the gift by signing	s N.A.	
d) Wheti accepted the Gift/ by a sepa	the gift by signing	y	
accepted the Gift/ by a sepa	the gift by signing	y	
accepted the Gift/ by a sepa	the gift by signing	y	
by a sepa	Settlement Dood	3 (	
by a sepa	SOCIETIES THE THE OF	r	
implicatio	rated writing or by	7	
	n or by actions;		ſ
e) Whet	er there is any	N.A.	<u>_</u>
restriction	s on the Donor in		•
executing	the Gift/Settlement		
Deed in q	testion.		
f) Whether	r the Donee is in	77.4	
possession	of the eifted	N.A.	ļ
property:	0-410		]
	r any life interest is	·   · · · · · · · · · · · · · · · · · ·	
reserved f	or the Donor or any	N.A.	
other per	Sons and whether		ľ
there is a	need for any other		
person to	ioin the creation of	1	ŀ
mortgage	THE THE CLEANOTH OF		
	er aspect official	<del></del>	!
the validit	of the fellowers.	N.A.	
through #	e Ciff/Cardana		- 1
Deed	c only semement		
	of martin	<del></del>	
i the ovicina	Deeds, Whether		
for done		N.A.	[
F +-			1
followed to	procedure To be		
onforced to	create a valid and		1
emorceable	mortgage.		
f) Whether possession property: g) Whether reserved for other per there is a person to mortgage. h) Any off the validity through firm Deed  15 a) In case / settlement the original for depositional for depositio	of the gifted any life interest is or the Donor or any sons and whether need for any other join the creation of a gartition of partition to deeds, whether loed is available wit. If not the create a valid and	N.A.	

& Young

Ъ.	Whether mutation has been	<del></del>
į Š.	effected and whether the	
İ		
i	Mortgagor is in possession	
c.	and enjoyment of his share.	<u></u>
G.	Whether the partition made is	•
i	valid in law and the	
1	Mortgagor has acquired a	
1	mortgage able title thereon.	
d.	In respect of partition by a	
	decree of court, whether such	
	decree has become final and	N.A.
1	all other	
	conditions/formalities are	
<u> </u>	completed/complied with.	
e.	Whether any of the	
	documents in question area	
1	executed in counterparts or in	N.A.
	more that one set? It so	, N.A.
1	additional precautions to be	
ĺ	taken for avoiding multiple	
	mortgages?	
16.	Whether the title documents	
	include any testamentary	No.
<u></u>	documents / wills?	. 140.
a.	In case of wills, whether the	
	will is registered or	NT 4
	unregistered Will?	N.A.
b.	Whether the Will in the	
	matter needs a mandatory	37.4
ĺ	probate and if so whether the	N.A.
	same is probated by a	
ļ	competent court?	
c.	Whether the property is	
	mutated on the basis of will?	N.A.
d,	Whether the Original Will is	
	available?	N.A.
е,	Whether the Original Death	
-	Certificate of the testator is	N.A.
	available?	
f.		
r.	What are the circumstances	N.A.
	and/or documents to	

Privater of

		<u> </u>
1	establish the will in question	
	is the last and final Will of the	
	testator?	
i	(Comments on the	
	circumstances such as the	
	availability of a declaration	
1	by all the beneficiaries about	
ŀ	the genuineness / validity of	
	the Will, all parties have	
	acted upon the Will, etc.	
1	which are relevant to rely on	
	the Will, availability of	
1	Mother / Original title deeds	
	are to be explained)	
17.	(a) Whether the property is	
	subject to any wakf rights?	N.A.
<del>-</del>	(b) Whether the property	
	belongs to church / temple or	
	any religious/other	
	described as	
1		N.A.
	restriction in creation of	
<del></del>	charges on such properties?	
	(c) Precautions/Permissions,	
	if any respect of the above	•
	twokedom OI	N.A.
18,	mortgage?	<u>·</u>
10,	(a) Where the property is a	
	HUF/Joint family property,	
1 1	mortgage is created for	N.A.
	family benefit/legal	,
	necessity, whether the Major	
[	Co-parceners have no	
] [	objection/join in execution	1
	minor's share if any, rights of	
├ <b>─</b> ─- <b>!</b>	female members etc.	
	(b) Please also comment on	
	any other aspect which may	1
	adversely affect the validity	N.A. ·
	of security in such cases?	14.14.
19.	(a) Whether the property	
<u>[</u>	belongs to any trust or is	
	<del></del>	

	subject to the rights of any	N.A.
\ <del>-</del>	(b) Whether the trust is a	<u> </u>
	Drivate or public trust is a	
1	private or public trust and Whether trust deeds	
		N.A.
į	specifically authorizes the	
<del>-</del> -	mortgage of the property?	<u> </u>
1	(c) if so additional	
1	precautions/permissions to	
1	be obtained for creation of	N.A.
<u> </u>	valid mortgage?	1111,
1	(d) Requirements, if any	
1	creation of mortgage as per	'
	the central/state laws	N.A.
	applicable to the trust in the	* A*\Z*
	maiter.	
20.	(a) If the property is	
	Agricultural land, whether	
ľ	the local laws permit	
i	mortgage of Agricultural	N.A.
[	land and whether there are	
	any restrictions for	
	creation/enforcement of	
	mortgage.	
	(b) In case of Agricultural	
	property other relevant	N.A.
	records/documents as per	
	local laws, if any are to be	
	verified to ensure the validity	1
	of the title and sint	
	of the title and right to enforce the mortgage?	1
	(c) In case of	
ļ	(c) In case of conversion of Agricultural land for	
1	commercial purposes or	N.A.
	otherwise, whether requisite	
- 1	procedure followed /	
21,	permission obtained.	
	Whether the property is	
	affected any local laws or	
	other regulations having a	
	bearing on the creation	<b> </b>

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se	ecurity (viz. Agricultura	
L	aws, weaker Sections,	N.A
1 177	inorities I and I sections.	•
1 1	inorities, Land Laws, SEZ	
T I I	gulations, Coastal Zone	?
	gulations, Environmental	
- <u>-</u> -	earance, etc.)	
22. (a)	Whether the property is	
[ ] Su	Dject to any pending or	, N.C.Y.
pr	oposed land acquisition	
pr	oceedings?	
(P)	Whether any search /	
en	Citize to made with	
lar	quiry is made with the	
121	d Acquisition Office and	
fine	SHOULD OF SHOP	- 142 L
Sea	rch/enquiry.	
23. (a)	Whether the property is	· · · · · · · · · · · · · · · · · · ·
l inv	olved in or subject matter i	
of	any litigation which is	
per	iding or concluded?	N.A.
(b)	If so, whether such	
Litie	gation would adversely	
effe	ct the creation of a valid	
mo	trees are creation of a valid	N.A.
ima	rtgage or have any	
1111	lication of its future	·
	orcement?	
(c)	Whether the title	
doc	uments have any court	
seal	marking which points	N.T. I
out	any	N.A.
lifig	ation/attachment/securit	
y to	court in respect of the	
מסומ	Perfy in question"	
Case	please server in such	
and .	please comment on such	
4. (a)	marking.	
1 (17)	In case of partnership	
nrm,	Whether the property	NF A
betot	igs to the firm and the	N.A.
<u>aeea</u>	is property registered.	
(b)	Property belonging to	
partn	ers, Whether thrown on	<del></del>
hotch	Dot?	1
	pof? Whether	N.A,

and go

í	"	
ŀ	formalities fro the same have	
	been completed as per	
ļ	applicable laws?	
	(c) Whether the person(s)	
	creating mortgage has/have	
1	authority to create mortgage	
<u> </u>	for and on behalf of the firm.	N.A.
25.	Whether the property	
	belongs to a Limited	
1	Company, check the	
	Borrowing powers, Board	
1	resolution, authorization to	
	create mortgage/execution of	
	documents, Registration of	Yes.
	any prior charges with the	
	Company Registrar (ROC),	
	Articles of Association /	
1	provision for common seal	
1	etc.	
26.		<u>-</u>
1	In case of Societies, Associations, the required	
	Arable 0 = (	
1	Borrowers and whether the	
]	mortgage can be created, and	N.A.
	the requisite resolutions land	
]	the requisite resolutions bye- laws.	
27.	(a) Whether any POA is	
] `	involved in the chain of title?	No
<del>                                       </del>	7.\ 1177	
	100 1021	<del> </del>
l	involved is one coupled with	
	interest, i.e. a Development	1
	Agreement - Cum - Power of	
	Attorney. If so please clarify Whether the same is	No.
	registered document and	
	hence it has crated an interest	
	in favor of the	j
	builder/developer and as	
	such is irrevocable as per law.	
ľ	(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	NT 4
Proprietary Concerns in favor	N.A.
of their	
Partners/Employees/Author	
ized Representatives to sign	
Unit Allotment Letter, NOC'S	
Agreements of Sale, Sale	
Deeds, etc in favor of buyers	
of Units/units (Builder's	
POA) or (ii) other type of	
POA (common POA).	
	_ <del>_</del>
(d) In case of Builder's POA	
Whether a certified copy of	
POA is available and the	N.A.
same has been verified	
/compared with the original	
POA.	
(e) In case of Common POA	
(i.e. POA other that Builders'	I
POA) please clarify the	N.A.
following clauses in respect	
of POA.	
i. Whether the original POA	
is verified and the title	No.
investigation is done on the	1 2 1 2 1
basis of original POA?	
ii. Whether the POA is a	No.
registered one?	440.
iii. Whether the POA is a	N.A.
special or general one?	4 4.672.
iv. Whether the POA contains	N.A.
a specific authority for	T A''U.
execution of title documents	
in question?	
(f) Whether the POA was in	
force and not revoked or had	1
become invalid on the date of	
are date of	

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	<del> </del>	<del></del>
£.		<ol> <li>Agreement for Sale dated 10/07/2006 in the Office of the SRO., at Andheri under Regn., No. BDR/4/05284/2006 dated 12/07/2006.</li> </ol>
r.	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.	7 112 11
h.	Approval of Building Plan, permission of appropriated/local authority etc.	7 11211
i.	Conveyance in favor of Society / Condominium concerned.	Not Yet
j.	Occupancy Certificate/ Allotment Letter/Letter of Possession.	Occupancy Certificate is obtained
k.	Membership details in the Society etc;	Borrowers are the members of the said Society
1	Share Certificate.	Share Certificate is obtained.
m.	No objection letter from the society	To call upon the said MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDHARI 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 MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDHARI to create the third party interest without the written consent of the Bank.
n.	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.
ο.	Requirements, for noting the Bank charges on the records of the Housing Society, if any.	N.A.

p.	If the property is vacant lan	d
ĺ	and construction is yet to I	17.A.
	made, approval by lav-or	rt
	and other precautions, if any	
q.	Whether the numbering th	
	pattern of the Units/Unit	N.A.
	tally in all documents such a	\$
	approved plan, agreemen	S .
	plan etc.	r
30.	Encumbrance, Attachments	·
	and/or claims and at	N.A.
	and/or claims whether of	f
	Government, Central or State	2 <b> </b>
	or other local authorities of	: ]
	Third Party claim, Leins etc.	,
31,	And details thereof.	
OI,	The period covered under the	N.A.
	Encumbrances Certificate and	
	the name of the person in	
	whose favor the encumbrance	
	is created and if so,	1
	satisfaction of chare if any.	
32.	Details regarding property	77.1
	tas or land revenue or other	N.A.
	statutory dues paid/payable	
	as on date and if not paid	
	what remedy?	
3.	a. Urban land ceiling	
	clearance, whether	
	required And if so,	NO .
	details thereon.	
ı		
]	Whether No Objection	
	Certificate under the	
	income Tax Act is	
İ	required/ obtained.	NO,
	Details of RTC extracts	<del></del>
	** ***	Nil – Since the property offered as security is only a
ľ	/mutation extracts/ Katha	Unit
	extracts Pertaining to the	
	property in question Whether the name of	
	xtoditc Oi	N.A.
	mortgagor is reflected as	- 116 24

and a a

		<u> </u>
1	owner in the	
	revenue/Municipal/Village records?	
36.		
"	(a) Whether the property	Not known
1	offered as security is clearly demarcated?	
-	(b) Whether the demarcation	<u> </u>
	/ partition of the property is	N.A.
	legally valid?	
	(c) Whether the property has	
	1 0 000	•
	documents?	N.A.
37.	Whether the property can be	
	identified from the following	
i I	documents, and	
	discrepancy/doubtful	·
	circumstances, if any reveled	
	on such scrutiny?	
	(a) Document in relation to	
	electricity connection,	
	(b) Document in relation to	N.A.
	water connection.	
	(c) Document in relation to	
	Sales Tax Registration, if any	
	applicable,	
	(d) Other utility, if any	·
38.	In respect of the boundaries	
	of the property, whether	
	there is a difference /	
	discrepancy if any of the title	•
ŀ	documents or any other	
	documents (such as valuation	N.A.
ı	report, utility, bills etc.) or the	
ľ	actual current boundary? If	
	so please elaborate /	
39.	comment on then same.	<del></del>
·	If the valuation report and/or	· · · · · · · · · · · · · · · · · · ·
	approved / sanctioned plans	
	are made available, please comment on the same	
	THE THE PARTIE	
	including the comments on	

Potoling