

(71)

SBI

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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**

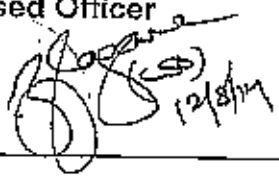
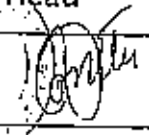
Name of the Advocate submitted the TIR: **VIDHYADHAR V. GANGURDE**

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?	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

	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.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?	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

	CSO/Field Officer/ Authorised Officer  12/8/14	Relationship Manager/ Branch Head/Unit Head
Signature		
Name		VAGANTHI
Designation		NATARAJAN
Branch/Unit		CM & RMME
Date of scrutiny		12/8/14

VIDHYADHAR V. GANGURDE

Advocates High Court

Resi; D/604, Patidar Complex,
Kannamwar Nagar No.02
Vikroli (E), Mumbai - 400 083
Tel : 022 25771765
Mob: 7738635553

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

Ref. No.SBI/IFB/14

Date: 12 July, 2014
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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 scrutiny are forwarded.	Loans Dept
c)	Name of the Borrowers.	MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAODHARI.
2. a)	Name of the Unit/Concern/Company/Person offering the Property (ies) as Security.	MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAODHARI (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. 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 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.615, on the 6 th Floor.
c)	Extent/area including plinth/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 CHAODHARI (Purchasers) together with annexure thereto.



	<p>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.</p> <p>c) Copy of Agreement for Sale dated 10/07/2006 bearing executed by M/s. Laxmi Industrial Estate, through its Partner, Mr. Bhaskarbhair K. Patel (Promoters) AND SHRI. VIKRAM DEVKINANDAN SAMANT (Purchaser) together with annexure thereto.</p> <p>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.</p> <p>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.</p> <p>f) Copy of Property Card.</p> <p>g) Copy of Commencement Certificate dated 07/10/1999 issued by the Municipal Corporation of Greater Mumbai.</p> <p>h) Copy of Full Occupancy Certificate dated 10/01/2005 issued by the Brihanmumbai Mahangarpalika.</p> <p>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.</p> <p>j) Copy of Title Clearance Certificates dated 07/08/1999 issued by Adv. Bharat A. Zaveri.</p> <p>k) Copy of Typical Upper Floor Plan.</p>
<p>b) 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 Registered Land Revenue/other authorities be</p>	<p>As at 4 (a) above</p>



	examined.	
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 got verified from any online portal and if so whether such verification was made?	N.A.
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 lease, check the lease deed in favour	N.A.



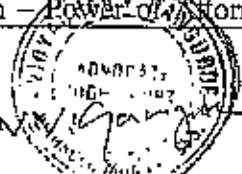
	of lessee As to whether Lease deed permits sub-leasing and Mortgage by Sub-Lessee also.	
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?.	
	f) Right to get renewal of the leasehold rights and nature thereof.	
11.	If Govt. grant/allotment/Lease-Cum/Sale 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 if so whether such valid permission is available.	No.
12.	If occupancy right, whether;	Yes - subject to the No objection/consent of the Society.
	a) Such right is heritable and transferable,	
	b) Mortgage can be created.	
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.
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 by 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 Clearance, etc.)	N.A.
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 for 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 created 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 verified /compared with the original POA.	N.A.
	(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 yet to be made, approval by lay-out and other precautions, if any.	N.A.
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 revealed on such scrutiny? (a) Document in relation to electricity connection. (b) Document in relation to water connection.	N.A.



	(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 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 at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate)	Not furnished
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 CHAUDHARI & MR. ANAND PRAKASH CHAUDHARI.

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.

- I A. I have made a search in Land/Revenue records. I do not find 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 Immoveable 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 CHAUDHARI.
5. I certify that MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAUDHARI, 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 CHAUDHARI (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. Bhaskarbai K. Patel (Promoters) AND SHRI. VIKRAM DEVKINANDAN SAMANT (Purchaser) together with annexure 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.



Original Share Certificate

(iv) 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

V. Gangurde
Signature of Advocate



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

Bank: State Bank of India, IFB Branch, Sakinaka Mumbai Ann. A-I
A/c. MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAODHARI
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 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.

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. Bhaskarbhair 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-2 under 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 CHAODHARI 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 CHAODHARI, 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. V. Gangurde
V. V. GANGURDE
B.A. LLB
Advocate, High Court



SEARCH REPORT

Shri Subash Tambe

Date: 22.08.2014

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 CHAUDHARI

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

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

AOS

12.07.2006

BDR/4/05284/2006

M/S. LAXMI INDUSTRIAL ESTATE
To
SHRI. VIKRAM DEVKINANDAN SAMANT

2007)

Nil

Entry



दाखली क.

नोंदणी ३९ म.
Regn. 39 म.

दस्तावेज्याचा/अर्जाचा अनुक्रम क्रमांक

दिनांक १२/८/१४ सन २० १३/८/१४

दस्तऐवजाला प्रकाश-

सादर करणाराचे नाव-

खालीलप्रमाणे पी. मिळाली:—

नंदणी की

नरकल जी (फोटो)

पृष्ठांकनाची नक्कल थी

दृष्टान्तधर्च

नकला किंवा ग्रापने (कलम ६४ ते ६५) ५५७ ६२६

शोध विज्ञान निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ अन्वये

प्रमाणित नकला (कलम ५७) (फोटोजो)

इतर पी (भागीज पानावरील) दाव क्र.

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दस्तऐवज

नवचल

रेजी तयार होईल व

નોંદણીકૃત ડાકોને પાઠવલી જાઈલ.

सा कार्यालयात् देण्यात येईल.

दुय्यम निबंधक.

दस्तऐवज खाली नाच दिलेल्या व्यक्तीच्या

नवे नोदणीकृत आवेजे पाठ्यावा.

हवाली करावू

महं जिल्हा निबंधक वर्ग-३ (अभिलेख)
गुंदई उपजमा जिल्हा

Bhuta & Associates

ADVOCATE

Ad. : 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 CERTIFICATE 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 :-

- 1) 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.

A. D. 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

✓ 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-I 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 Full Occupancy Certificate dated 10/01/2005 issued by the Brihanmumbia Mahangarpalika.

✓ vii. Original Share Certificate bearing No. 107 with distinctive nos. from 621 to 625 issued by the Shri Laxmi Plaza Premises Co-Operative Housing Society Limited.

✓ viii. Original NOC to the Bank issued by the Society.

ix. To call upon the said MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAUDHARI 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.

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

A. S. 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.

TITLE INVESTIGATING REPORT (T.I.R)

Annexure "B"

1. a)	Name of the Branch/ BU seeking opinion	State Bank of India Mumbai
b)	Reference No. and date of the letter under the cover of Which the documents tendered for scrutiny are forwarded.	No Letter issued
c)	Name of the Borrowers.	MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDEHARI
2. a)	Name of the Unit/Concern/Company/Person offering the Property (ies) as Security.	MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAOUDEHARI (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.	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.
a)	Survey no.	C.T.S. No. 627.
b)	Door no. (in case of house property):	Unit No. 615, on the 6th Floor.
c)	Extent/area including	adm. 435 sq. ft. Carpet area,

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	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	<p>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 CHAODHARI (Purchasers) together with annexure thereto.</p> <p>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.</p> <p>c) Copy of Agreement for Sale dated 10/07/2006 bearing executed by M/s. Laxmi Industrial Estate, through its Partner, Mr. Bhaskarbhair K. Patel (Promoters) AND SHRI. VIKRAM DEVKINANDAN SAMANT (Purchaser) together with annexure thereto.</p> <p>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.</p> <p>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.</p> <p>f) Copy of Property Card.</p>

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		<p>g) Copy of Commencement Certificate dated 07/10/1999 issued by the Municipal Corporation of Greater Mumbai.</p> <p>h) Copy of Full Occupancy Certificate dated 10/01/2005 issued by the Brihanmumbia Mahangarpalika.</p> <p>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.</p> <p>j) Copy of Title Clearance Certificates dated 07/08/1999 issued by Adv. Bharat A. Zaveri.</p> <p>k) Copy of Typical Upper Floor Plan.</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 6 (a) above
5.	<p>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)</p>	No.
6 a)	<p>Whether the records of registrar of Office or revenue authorities relevant to the</p>	

2/2/2006

	property in question are available for verification through any online portal or computer systems?	Andheri-2
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 got verified from any online portal and if so whether such verification was made?	N.A.
7. a)	Property Offered as security falls with in the jurisdiction of which Sub-Registrar Office?	Andheri-2
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	

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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)

- 1) 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 Floors has been approved by the Brihanmumbai 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. Bhaskarbai 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.

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	<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-OPERATIVE HOUSING SOCIETY LIMITED", bearing Registration No. BOM/(WKW)/GNL/788/2008-09 dated 04/04/2008.</p> <p>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.</p> <p>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 SHRI VIKRAM DEVKINANDAN SAMANT as the Vendor of the One Part AND MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAODHARI 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.</p>	
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy /Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.).	The MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAODHARI 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	

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	<p>lease,</p> <p>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.</p> <p>e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?.</p> <p>f) Right to get renewal of the leasehold rights and nature thereof.</p>	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 if so whether such valid permission is available.	No.
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	N.A.

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	transferred by way of Gift/Settlement Deed, whether.	
	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.

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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 area executed in counterparts or in more that one set? It 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.
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	N.A.

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	<p>establish the will in question is the last and final Will of the testator?</p> <p>(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)</p>	
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 Co-parceners 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	

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	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	

20/10/2024

	security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)	N.A.
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	N.A.

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	formalities from the same have been completed as per applicable laws?	
	(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.	Yes.
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?	No
	(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement - Cum - Power of Attorney. If so please clarify Whether the same is registered document and hence it has created 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	

27/10/10

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 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).	N.A.
(d) In case of Builder's POA Whether a certified copy of POA is available and the same has been verified /compared with the original POA.	N.A.
(e) In case of Common POA (i.e. POA other than 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?	No.
ii. Whether the POA is a registered one?	No.
iii. Whether the POA is a special or general one?	N.A.
iv. Whether the POA contains a specific authority for execution of title documents in question?	N.A.
(f) Whether the POA was in force and not revoked or had become invalid on the date of	

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		2. 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.
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.	N.A.
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
l.	Share Certificate.	Share Certificate is obtained.
m.	No objection letter from the society	To call upon the said MRS. MANJU CHAUDHARI & MR. ANAND PRAKASH CHAUDHARI 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 CHAUDHARI 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.
o.	Requirements, for noting the Bank charges on the records of the Housing Society, if any.	N.A.

As per

p.	If the property is vacant land and construction is yet to be made, approval by lay-out and other precautions, if any.	N.A.
q.	Whether the numbering the pattern of the Units/Units 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 tas 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 - Since the property offered as security is only a Unit
35.	Whether the name of mortgagor is reflected as	N.A.

A 20/11/10

	owner in the revenue/Municipal/Village records?	
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 revealed 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	

Asst. Secy