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REF: PC/ SBI/SAMB-I Br./LSR-206/21

14.09.2021

Annexure - B: Report of Investigation of Title in respect of immovable Property

1.	a) Name of the Branch/BU seeking opinion	State Bank of India SAMB-I, 2 nd Floor, World trade center, Nariman Point, Mumbai.-400005.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Instruction received from the bank.
	c) Name of the Borrower	M/S. VARSHA CORPORATION.
2.	a) Name of the Property/concern/company/person offering the property (is) as security	M/S. SHARAD CONSTRUCTION CO.
	b) Constitution of the Property/concern/person/body/authority offering the property for creation of charge.	Partnership Firm
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Guarantors/Owners
3.	Complete or full description of the immovable property (ies) offered as security for creation of mortgage whether equitable/registered mortgage.	Gala No.B-21 to B-40 on 1 st Floor and Gala No.B-41 to B-60 on 2 nd Floor (totally admeasuring about 49,410/- sq. ft.) in Building No.B, Complex-'Sharad Industrial Estate, at Lake Road, Bhandup, Mumbai-400078, constructed at all that piece and parcel of land bearing Survey No.140, CTS No.203, 203-1 to 10 (admeasuring 24473.06 sq. mtrs) of Village Bhandup, Taluka Kurla, District Mumbai Suburban.
	(a) City Survey No.	Survey No. 140, CTS No. 203, 203-1 to 10
	(b) Door No. (in case of house property)	Gala No.B-21 to B-60

	(c) Extent/area including plinth/built up area in case of house property	Galas (admeasuring 49,410 sq. ft.)		
	(d) Locations like name of the place, village, city, registration, sub-district, etc.	Situating at Land Bearing Survey No. 140, CTS No. 203, 203-1 to 10, of Village Bhandup, taluka Kurla, District Mumbai Suburban.		
	(e) Boundaries	North: Chirmarkar & Tata Power Co. South: M/s. Newkem East: Lake Road West: Behramji Dossabhai Tadowala		
4.	a) Particulars of the documents scrutinized - serially and chronologically (a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified Note: Only Originals or Certified extracts from the registering/land/revenue/other authorities be examined.			
Sr. No.	Date	Name Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate
1.	23.12.1997	Registered Deed of Rectification of Lease dated 23.12.1997 executed between Laddubai Narayan Gavand as the "Lessor" of the First Part and M/s. Sharad Construction Co. as the "Lessee" of the Other Part, the document duly registered under serial No.BBJ-4349-1997, dated 23.12.1997, by Sub-Registrar Office of Mumbai.	Xerox Copy	Original not scrutinized



2.	10.02.1997	Registered Deed of Modification of Lease dated 10.02.1997 executed between Shankar Narayan Gavand & Ors., as the "Lessor" of the First part and Amritlal Devshi Shah & 2 Ors., as the "1 st Confirming Party" of the Second Part, and Ishwarlal Naranji Shah & Rajmalji Javanmalji Bafna as the "2 nd Confirming Party" of the Third Part, M/s. Sharad Construction co. as the "Lessees" of the Fourth Part, the document duly registered under serial no.BDR-3-1452-1997, dated.21.05.1997, by Sub-Registrar Office of Kurla-1.	Xerox Copy	Original not scrutinized
3.	08.12.1981	Registered Indenture dated 08.12.1981 executed between Ladhkubai Narayan Gavand as the "Lessors" of the First Part and Khandubhai R. Patel as the "Confirming Party" of the Second part M/s. Sharad Construction Co. as the "Lessees" of the Third Part, the	Xerox Copy	Original not scrutinized



		document duly registered under serial No.S-643-1982, dated 02.03.1982, by sub-Registrar Office of Mumbai.		
4.	29.01.1959	Indenture dated 29.01.1959 executed between Laskubai Narayan Gavand as the "Landloard" and Shankar Narayan Gavand & Ors., as the "Beneficiaries" collectively as the "Lessors", Narayan Laxman Gavand as the "Confirming party" and Khandubhai R. Patel-Prop. Of M/s. Sharad Construction Co. as the "Lessee".	Xerox Copy	Original not scrutinized
5a.	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			YES obtained
5b.	i) Whether all pages in certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the Original documents submitted? ii) Where the certified copies of the title documents are not available, the Copy of provided should be compared with the Original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)			YES
6.	a) Whether the records of registrar office or revenue authorities relevant to the property in			Yes (since 2003, records are



	question are available for verification through any online portal or computer system?	available)
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	Yes
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	N/A
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Mumbai and Kurla
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar-general. If so, please name all such offices?	No
	c) Whether search has been made at all the offices named at (b) above?	Yes
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for 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.1.00 Crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	Separate sheet is attached herewith.
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.)	Lease Property Hold
10	If Leasehold whether	YES
	a) lease Deed is duly stamped and registered	YES
	b) lessee is permitted to mortgage the Leasehold right,	YES
	c) duration of the Lease/unexpired period of lease	As mentioned in lease deed



	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.	N/A
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	YES
	f) Right to get renewal of the leasehold rights and nature thereof.	N/A
11	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether:	NO
	a) Grant/agreement, etc. provides for alienable rights to the mortgagor with or without conditions,	N/A
	b) The mortgagor is competent to create charge on such property.	N/A
	c) Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available	N/A
12	If occupancy right, whether;	No.
	a) Such right is heritable and transferable,	N/A
	b) Mortgage can be created.	N/A
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	NONE
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	NO
	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 restriction 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 person and whether there is a need for any other person to join the creation of mortgage;	N/A
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N/A
15.	a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagee title thereon. 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. 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?	NO N/A N/A N/A N/A
16.	Whether the title documents include any testamentary documents /wills?	NO
	a) In case of wills, whether the will is registered will or unregistered will?	N/A
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N/A
	c) Whether the property is mutated on the basis of will?	N/A
	d) Whether the original will is available?	N/A
	e) Whether the original death certificate of the testator is available?	N/A
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N/A
	g) (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?	NO
	b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	NO
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N/A
18.	a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	NO
	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?	NO
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N/A
	c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N/A
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter	N/A
20.	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/cnforcement of mortgage.	No.
	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 the 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.),	NO
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	NO
	b) Whether any search/enquiry is made with the	N/A



	Land Acquisition Office and the outcome of such search/enquiry.	
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	NO
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	NO
	c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such Case please comment on such seal/marking?	NO
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	YES
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	No.
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	YES
25.	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/provision for common seal etc.	No.
a	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	N/A
b	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?	N/A
c	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? Yes / No.	N/A



d	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No.	N/A
26.	In case of Societies, Association, the required authority/power to borrow 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 a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	N/A
	c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners Employees/ Authorized Representatives to sign Property Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of Property's/Property's (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 Builder's 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?	N/A
	ii) Whether the POA is a registered one?	N/A
	iii) Whether the POA is a special or general one?	N/A
	iv) Whether the POA contains a specific authority for execution of title document in question?	N/A
	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 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.	NO
29.	If the property is a Property/Flat or residential/commercial complex, check and comment on the following: a) Promoter's/Land owner's title to the land/building; b) Development Agreement/Power of Attorney; c) Extent of authority of the Developer/building d) Independent title verification of the Land and/or building in question e) Agreement for sale (duly registered); f) Payment of proper stamp duty g) Requirement of registration of sale agreement, development agreement, POA, etc.; h) Approval of building plan, permission of appropriate/local authority, etc.; i) Conveyance in favour of Society/ Condominium concerned. j) Occupancy Certificate/allotment letter/letter of possession; k) Membership details in the Society etc.; l) Share Certificates m) No Objection Letter from the Society; n) All legal requirements under the local/Municipal laws, regarding ownership of Properties/Flats/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.; o) Requirements, for noting the Bank charges on the records of the Housing Society, if any p) If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any. q) Whether the numbering pattern of the Properties/Properties tally in all documents such as approved plan, agreement plan, etc.	Industrial Gala/s Clear and Marketable Lease agreement is registered Full No Yes registered YES paid No YES approved by MCGN N/A OC required N/A YES required NOC from Society for mortgage is required YES YES with Society No YES



30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third-Party claims, Liens etc. and details thereof.	Charge of State Bank of India Please refer Search Report (annexed herewith)
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	30 Years
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid.
33.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	N/A C/A Certificate/Declaration may be obtained.
34.	Details of RTC extracts/mutation extracts/Katha extract Pertaining to the property in question.	Verified by us.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes, in the Revenue Record
36.	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation/ partition of the property is legally valid? c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	YES YES YES
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 bills, if any.	YES
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/comment on the same.	NO
	If the valuation report and/or approved/sanctioned plans are made available, please	Valuation Report not verified.



39.	comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	NIL
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	YES
	Property is SARFAESI compliant (Y/N)	Yes
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	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.	YES
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	Registered mortgage recommended
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/S. SHARAD CONSTRUCTION CO.
47.	a. Whether the Real Estate Project comes Under (Regulation and Development) Act, 2016?	N/A
	b. Whether the Project is registered with the Real Estate Regulatory Authority? If so, the Details of such registration are to be furnished,	N/A
	c. Whether the registered agreement for sale as prescribed in the Above Act/Rules there Under is executed?	N/A
	d. Whether the Details of the apartment/plot in question are verified with the list of apartments or Plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N/A

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

Date 14/09/2021

Place: Mumbai



Signature of the Advocate

Annexure – C: Certificate of Title

1. I have examined the Copies of Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Registered** 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 of **Registered** Mortgage Recommended is , it will satisfy the requirements of creation of **Registered** Mortgage and I further certify that:
2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
5. There is prior mortgage/charges of encumbrances of **State Bank of India**, whatsoever as could be seen from the encumbrances certificate for the period from 1992 to 2021 pertaining to the immovable property i.e. covered by above said title deeds. The Property is free from all encumbrances, **Subject to multiple entries found/mentioned in Search Report and charge of State Bank of India**
6. In case of second/ subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable) **(Not Applicable.)**.
7. Minor (s) and his / their interest in the property (ies) to the extent of



(specify the share of minor with name) strike out if not applicable
(Not Applicable).

8. The Mortgage if created will be available to the bank for the liability of the intending borrower **M/S. VARSHA CORPORATION, Subject to multiple entries found/mentioned in Search Report and charge of State Bank of India.**

9. Certify that **M/S. SHARAD CONSTRUCTION CO.**, have an absolute clear and marketable title over the schedule property/(ies). I Further certify that the above title deed are genuine and a valid mortgaged can be created and the said mortgaged would be enforceable, **Subject to multiple entries found/mentioned in Search Report and charge of State Bank of India.**

10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

1.	Original Registered Deed of Rectification dated.23.12.1997 executed between Ladkubai Narayan Gavand as the "Lessor" of the First Part and M/s. Sharad Construction Co. as the "Lessee" of the Other Part, the document duly registered under serial no.BBJ-4349-1997, by Sub-Registrar Office of Mumbai.
2.	Original Registered Deed of Modification of Lease dated.10.02.1997 executed between Shankar Narayan Gavand & Ors., as the "Lessor" of the First part and Amritlal Devshi Shah & 2 Ors., as the "1 st Confirming Party" of the Second Part, and Ishwarlal Naranji Shah & Rajmalji Javanmalji Bafna as the "2 nd Confirming Party" of the Third Part, M/s. Sharad Construction co. as the "Lessees" of the Fourth Part, the document duly registered under serial no. BDR-3-1452-1997, dated.21.05.1997, by Sub-Registrar Office of Kurla-1.
3.	Original Registered Indenture dated 08.12.1981 executed between Ladkubai Narayan Gavand as the "Lessors" of the First Part and Khandubhai R. Patel as the "Confirming Party" of the Second part M/s. Sharad Construction Co. as the "Lessees" of the Third Part., the document duly registered under serial no. S-643-1982, dated.02.03.1982, by sub-Registrar Office of Bombay.
4.	Original Indenture dated.29.01.1959 executed between Ladkubai Narayan Gavand as the "Landlord" and Shankar Narayan Gavand & Ors., as the "Beneficiaries" collectively as the "Lessors", Narayan Laxman Gavand as the "Confirming party" and Khandubhai R. Patel-Prop. Of M/s. Sharad Construction Co. as



	the "Lessee".
5.	Latest Municipal Assessment Tax, standing in the name of M/s. Sharad Construction Co.
6.	Full Occupancy Certificate issued by MCGM
7.	Approved Plan
8.	Latest Property/Ruled Card, in standing in the name of M/s. Sharad Construction Co.
9.	Original Share Certificate/s in respect of Gala No.B-21 to B-40 and Gala No.B-41 to B-60

11. There are no legal impediments for creation of the mortgage under any applicable law/rules of force. ✓
12. It is certified that the property is SARFAESI compliant. ✓

SCHEDULE OF THE PROPERTY (IES)

Gala No.B-21 to B-40 on 1st Floor and Gala No.B-41 to B-60 on 2nd Floor (totally admeasuring about 49,410/- sq. ft.) in Building No.B, Complex-'Sharad Industrial Estate, at Lake Road, Bhandup, Mumbai-400078, constructed at all that piece and parcel of land bearing Survey No.140, CTS No.203, 203-1 to 10 (admeasuring 24473.06 sq. mtrs) of Village Bhandup, Taluka Kurla, District Mumbai Suburban.

Place: Mumbai.

Date: 14/09/2021

Note:

1. Original Documents not verified by us
2. Please reconfirm that the lien of the Bank is marked in the records of the Society/Builders, subsequent to disbursement of the loan.
3. Enquiry with builders or societies and obtaining/confirming the genuinity of issue of NOC from them shall be carried out independently by the bank officials.
4. Originals are to be verified from certified copies obtained from sub registrar office before release of loan



**ANNEXURE - 1:
FLOW OF TITLE**

1. It is observed that from the document submitted before us that, Narayan Jivan Thakar was the owner of Situated at Land Bearing Survey No. 140, CTS No. 203, 203-1 to 10, of Village Bhandup, taluka Kurla, District Mumbai Suburban i.e. said Property.
2. Further it is observed that, Narayan Jivan Thakar died on 28.11.1929, after publishing his last will dated.10.06.1929, whereby he appointed Ladhkubai with Vithalbai wife of Waman Shanwar Gavand and Gangubai widow of Narayan Dharma Mhatre as "The Executrices' and Trustees of His Will.
3. Further it is observed that, Probate of the said Will was Granted by High Court of Judicature at Bombay to Ladhkubai Narayan Gavand and Shankar Narayan Gavand & Ors. on 20.03.1930.
4. Further it is observed that, Indenture dated.29.01.1959 executed between Ladhkubai Narayan Gavand as the "Landlord" and Shankar Narayan Gavand & Ors., as the "Beneficiaries" collectively as the "Lessors", Narayan Laxman Gavand as the "Confirming party" and Khandubhai R. Patel-Prop. Of M/s. Sharad Construction Co. as the "Lessee", whereby said Lessors with consent of said Confirming party leased the said land/property to said Lessee for period of 40 years commencing from 01.01.1958, registered under Sr no. 761 of Book No. 1, dated.01.04.1959, at Office of Sub-Registrar, Bombay.
5. Further it is observed that, Khandubhai R. Patel-prop. Of M/s. Sharad Construction Co. as Builder admitted Ishwarlal Naranji Shah & 7 Ors. as partners in business carried on in name & Style of M/s. Sharad Construction Co. as per Deed of Partnership dated.21.01.1980. M/s. Sharad Construction Co. (Having meaning as "Promoter" under MOFA, 1963) had authority etc. to develop, deal with etc. Premises on said Property, who got constructed inter-alia Bldg. No. K By name Sharad Industrial Estate in terms of Plans Approved, Commencement Certificate bearing Ref No. CE/3632/BPES/A/N dated.15.09.1980 and Occupancy Certificate bearing Ref No. CE/3632/BPES/ANS dated.16.04.2005, issued by Dy. Chief Engineer (B.P.), in respect of Ground Floor.



6. Further it is observed that, Registered Indenture dated 08.12.1981 executed between Ladhkubai Narayan Gavand as the "Lessors" of the First Part and Khandubhai R. Patel as the "Confirming Party" of the Second part M/s. Sharad Construction Co. as the "Lessees". of the Third Part., the document duly registered under serial no. S-643-1982, dated.02.03.1982, by sub-Registrar Office of Bombay
7. Further it is observed that, Ladhkubai Narayan Gavand filed a suit in small Cause Court at Bombay being R.A.E. & R Suit No.513/1575/85 against M/s. Sharad Construction Co. from Eviction of said Plot of Land on the Ground of Default in payment of rent. Ladhkubai Narayan Gavand died on 14.02.1987, leaving behind Shankar Narayan Gavand & Ors. as her legal heirs.
8. Further it is observed that, Registered Deed of Modification of Lease dated.10.02.1997 was executed between Shankar Narayan Gavand & Ors., as the "Lessor" of the First part and Amritlal Devshi Shah & 2 Ors., as the "1st Confirming Party" of the Second Part, and Ishwarlal Naranji Shah & Rajmalji Javanmalji Bafna as the "2nd Confirming Party" of the Third Part, M/s. Sharad Construction co. as the "Lessees" of the Fourth Part, the document duly registered under serial no. BDR-3-1452-1997, dated.21.05.1997, by Sub-Registrar Office of Kurla-1.
9. Further it is observed that, Registered Deed of Rectification dated.23.12.1997 was executed between Ladhkubai Narayan Gavand as the "Lessor" of the First Part and M/s. Sharad Construction Co. as the "Lessee" of the Other Part, the document duly registered under serial no. BBJ-4349-1997, dated 2.12.1997, by Sub-Registrar Office of Mumbai.
10. We are of opinion that, M/s. Sharad Construction Co., have valid, clear, legal and marketable and free from encumbrance title to Subject Gala/s, ***Subject to multiple entries found/mentioned in Search Report and charge of State Bank of India.***





CHALLAN
MTR Form Number-6

GRN	MH008057336202122E	BARCODE			Date	09/09/2021-13:27:51	Form ID
Department	Inspector General Of Registration				Payer Details		
Type of Payment	Search Fee				TAX ID / TAN (If Any)		
	Other Items				PAN No.(If Applicable)		
Office Name	KRL2_JT SUB REGISTRAR KURLA NO 2				Full Name	Padiyar and Co	
Location	MUMBAI						
Year	2021-2022 One Time				Flat/Block No.	CTS No.203	
Account Head Details	Amount In Rs.				Premises/Building		
	750.00				Road/Street		
0030072201 SEARCH FEE					Area/Locality	Village Bhandup	
					Town/City/District		
					PIN		
					Remarks (If Any)		
					30 years 1992-2021 Gala No.B-21 to B-40 and Gala No.B-41 to B-60		
					Amount In	Seven Hundred Fifty Rupees Only	
Total	750.00				Words		
Payment Details	BANK OF INDIA				FOR USE IN RECEIVING BANK		
Cheque/DD Details		Bank C/N	Ref. No.	02202292021090905543			119884350
Cheque/DD No.		Bank Date	RBI Date	09/09/2021-13:27:51			Not Verified with RBI
Name of Bank		Bank/Branch	BANK OF INDIA				
Name of Branch		Scroll No., Date	Not Verified with Scroll				

Department ID : 9619936013
NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
खबर चलन "टाइम ऑफ पमेंट" अर्थात "नुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करताच्या दस्तावादी लागू नाही.



SEARCH REPORT

14/09/2021

Sub: Gala No.B-21 to B-40 on 1st Floor and Gala No.B-41 to B-60 on 2nd Floor (totally admcasuring about 49,410/- sq. ft.) in Building No.B, Complex-'Sharad Industrial Estate, at Lake Road, Bhandup, Mumbai-400078, constructed at all that piece and parcel of land bearing Survey No.140, CTS No.203, 203-1 to 10 (admeasuring 24473.06 sq. mtrs) of Village Bhandup, Taluka Kurla, District Mumbai Suburban.

A/C - M/S. SHARAD CONSTRUTION CO.

State Bank of India, SAMB-I Branch-LSR No.206/21

Dear Sir,

As per your instruction, I have taken search of the above-mentioned property in the Sub-Registrar office Mumbai and Kurla from the year of 1991 to 2021.

SUB - REGISTRAR OFFICE AT MUMBAI AND KURLA FOR 30 YEARS.

YEAR LIEN / CHARGE

1992	Nil
1993	Nil
1994	Nil
1995	Nil
1996	Nil
1997	Deed of Modification of Lease dated.10.02.1997 executed between Shankar Narayan Gavand & Ors., as the "Lessor" of the First part and Amritlal Devshi Shah & 2 Ors., as the "1 st Confirming Party" of the Second Part, and Ishwarlal Naranji Shah & Rajmalji Javanmalji Bafna as the "2 nd Confirming Party" of the Third Part, M/s. Sharad Construction co. as the "Lessees" of the Fourth Part, the document duly registered under serial no. BDR-3-1452-1997, dated.21.05.1997, by Sub-Registrar Office of Kurla.

Deed of Rectification dated 23.12.1997 executed between Ladbubai Narayan Gavand as the "Lessor" of the First Part and M/s. Sharad Construction Co. as the "Lessee" of the Other Part, the document duly registered under serial no.BBJ-4349-1997, dated2.12.1997, by Sub-Registrar Office of Mumbai.



1998	Nil
1999	Nil
2000	Nil
2001	Nil
2002	Nil
2003	Nil
2004	Nil

2005 **Mortgage Deed dated 10.05.2005 executed between M/s. Sharad Construction and State Bank of India Malad West Branch, registered under Sr. No.KRL4-2977-2005 on 10.05.2005, at the office of Sub Registrar Kurla-4 (Gala No.B-21 to 40 on 1st Floor, and gala No.41 to 60 on 2nd Floor, Gala no.K/08 to K/14 and Gala No.K-15 to 21).**

Rectification Deed dated 11.07.2005 executed between M/s. Sharad Construction and State Bank of India Malad West Branch, registered under Sr. No.KRL4-4369-2005 on 11.07.2005, at the office of Sub Registrar Kurla-4 (Gala No.B-21 to 40 on 1st Floor, and gala No.41 to 60 on 2nd Floor, Gala no.K/08 to K/14 and Gala No.K-15 to 21).

2006	Nil
2007	Nil
2008	Nil
2009	Nil
2010	Nil

2011 Registered Agreement to Sale dated.13.06.2011 executed between M/s. Sharad Construction Co., through its partner Mr. Shirish Shantilal Jain, as the "Vendor" of the First Part and Mr. Gurmit Kaur Bhasin, as the "Purchaser" of the Other Part, the document duly registered under serial no. KRL-2-4548-2011, dated.14.06.2011, by Sub-Registrar Office of Kurla-2 (Vikhroli), **in respect of Gala No.B-30.** ✓

Agreement to Sale dated.02.09.2011 executed between M/s. Sharad Construction Co., through its partner Mr. Shirish Shantilal Jain, as the "Vendor" of the First Part and Mr. Gurmit Kaur Amarjit Singh Bhasin, as the "Purchaser" of the Other Part, the document duly registered under serial no. KRL-2-6840-2011, dated.07.09.2011, by Sub-Registrar Office of Kurla-2 (Vikhroli), **in respect of Gala No.B-29.**



Agreement to Sale dated.12.12.2011 executed between M/s. Sharad Construction Co., through its partner Mr. Shirish Shantilal Jain, as the "Vendor" of the First Part and Mr. Gurmit Kaur Amarjit Singh Bhasin, as the "Purchaser" of the Other Part, the document duly registered under serial no. KRL-2-9309-2011, dated.14.12.2011, by Sub-Registrar Office of Kurla-2, **in respect of Gala No.B-28.** ✓

2012 Nil

2013 Agreement to Sale dated 22.12.2012 executed between M/s. Sharad Construction Co., through its partner Mr. Shirish Shantilal Jain, as the "Vendor" of the First Part and Mrs. Savita Rajendra Desai & Mr. Rajendra Yashwant Desai, as the "Purchasers" of the Other Part, the document duly registered under serial no. KRL-2-123-2013, dated.04.01.2013, by Sub-Registrar Office of Kurla-2, **in respect of Gala No.B-40.** ✓

Agreement to Sale dated.31.12.2012 executed between M/s. Sharad Construction Co., through its partner Mr. Shirish Shantilal Jain, as the "Vendor" of the First Part and Mr. Satynarayan Ramrav Achalkar, Mrs. Vandana Satynarayan Achalkar, as the "Purchasers" of the Other Part, the document duly registered under serial no. KRL-2-124-2013, dated.04.01.2013, by Sub-Registrar Office of Kurla-2, **in respect of Gala No.B-21.** ✓

Agreement to Sale dated.31.12.2012 executed between M/s. Sharad Construction Co., through its partner Mr. Shirish Shantilal Jain, as the "Vendor" of the First Part and Mr. Jagannath Shivram Achalkar, Mrs. Pushpa Jagannath Achalkar, as the "Purchasers" of the Other Part, the document duly registered under serial no. KRL-2-125-2013, dated.04.01.2013, by Sub-Registrar Office of Kurla-2, **in respect of Gala No.B-22.** ✓

2014 **Registered Deed of Mortgage dated.15.01.2014 executed between M/s. Sharad Construction Co. and State Bank of India, the document duly registered under serial no.BRL-6-375-2014, dated.15.01.2014, by Sub-Registered Office of Borivali-6.**



Agreement to Sale dated.03.12.2014 executed between M/s. Sharad Construction Co., through its partner Mr. Shirish Shantilal Jain, as the "Vendor" of the First Part and Mr. Kamalraj V. Lala, as the "Purchaser" of the Other Part, the document duly registered under serial no. KRL-2-11992-2014, dated.10.12.2014, by Sub-Registrar Office of Kurla-2, **in respect of Gala No.B-25** ✓

Agreement to Sale dated.03.12.2014 executed between M/s. Sharad Construction Co., through its partner Mr. Shirish Shantilal Jain, as the "Vendor" of the First Part and Mr. Sanjay J. Aatta & Mrs. Kavita Sanjay Aatta, as the "Purchasers" of the Other Part, the document duly registered under serial no. KRL-2-11993-2014, dated.10.12.2014, by Sub-Registrar Office of Kurla-2, **in respect of Gala No.B-26.** ✓

Agreement to Sale dated.07.12.2014 executed between M/s. Sharad Construction Co., through its partner Mr. Shirish Shantilal Jain, as the "Vendor" of the First Part and S. Nagraj & N. Jeyasubha, as the "Purchasers" of the Other Part, the document duly registered under serial no. KRL-2-11991-2014, dated.10.12.2014, by Sub-Registrar Office of Kurla-2, **in respect of Gala No.B-37.** ✓

2015 Agreement to Sale dated.22.09.2015 executed between M/s. Sharad Construction Co., through its partner Mr. Shirish Shantilal Jain, as the "Vendor" of the First Part and Mr. Mahesh Pawan Dakuaa, as the "Purchaser" of the Other Part, the document duly registered under serial no. KRL-3-6571-2015, dated.23.09.2015, by Sub-Registrar Office of Kurla-3, **in respect of Gala No.B-33** ✓

Agreement to Sale dated.09.12.2015 executed between M/s. Sharad Construction Co., through its partner Mr. Shirish Shantilal Jain, as the "Vendor" of the First Part and M/s. Sima Kanveyor Beltas and Systems Private Limited, as the "Purchaser" of the Other Part, the document duly registered under serial no. KRL-1-11092-2015, dated.09.12.2015, by Sub-Registrar Office of Kurla-1, **in respect of Gala No.B-27** ✓



Registered Agreement to Sale dated.15.12.2015 executed between M/s. Sharad Construction Co., through its partner Mr. Shirish Shantilal Jain, as the "Vendor" of the First Part and M/s. Santosh Medico Angency, as the "Purchaser" of the Other Part, the document duly registered under serial no. KRL-4-11477-2015, dated.16.12.2015, by Sub-Registrar Office of Kurla-4, **in respect of Gala No.B-38.** ✓

Deed of Mortgage dated 16.04.2015, executed between M/s. Sharad Construction Co. as the "Mortgagor" and State bank of India as the "Mortgagee", the document duly registered under serial no. KRL-2-3551-2015, dated.16.04.2015, by Sub-Registrar Office of Kurla-2 (in respect of Gala No.K-15, K-16, K-17, K-18, K-19, K-20 AND K-21).

2016	Nil
2017	Nil
2018	Nil
2019	Nil
2020	Nil
2021	Nil

The Government Fee is paid vide Receipt No.MH00605736202122E Dated 09/09/2021.

Truly yours

Advocate