

# CONSULTA JURIS

(LAW FIRM)  
HIRA BUILDING, 2<sup>nd</sup> Floor,  
17 & 19, Mint Road  
MUMBAI - 400 001  
(INDIA)

To : No.: 91-22-2261 0794  
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## Annexure-B

### Report of Investigation of Title in respect of Immovable Property

01.	a) Name of the Branch/Business Unit/ Office seeking opinion.  State Bank of India, Diamond Branch, Mumbai b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.  Reference No.: DB/AMTIV/2018-19/113 Dated: 05.01.2019. c) Name of the Borrower  M/s. S. Rajiv & Co.
02.	a) Name of the unit/ concern/ person/ body/ authority offering the property/(ies) as security.  Mrs. Ushaben Ramniklal Jhaveri b) Constitution of the unit/ concern/ company/ person/ body/ authority offering the property for creating mortgage.  Individual c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)  Borrower / Guarantor
03.	Complete or full description of the immovable property/ (ies) offered as security including the following details. a) Survey No.  CS No. 1458 of Girgaum Division. b) Door/ House No. (in case of House property)  Office No. 705 c) Extent/ area including plinth/ built up area in case of house property  admeasuring 496 Sq. Ft. built up area d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.  Building known as "Majestic Shopping Centre", situated at 104, Girgaum Road, Mumbai, within the Registration District and Sub



District of Bombay City.	
By East: )	
By West: )	
By North: ) As per valuation report	
By South: )	
04.	<p>a) Particulars of the documents scrutinized-serially and chronologically.</p> <p>b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p><b>Note:</b> Only originals or certified extracts from the registering / land / revenue/ other authorities be examined.</p> <p><u>Documents scrutinized :</u></p> <p>01. Original of Declaration dated 03.07.2009 executed by Mrs. Ushaben Ramniklal Jhaveri, registered in the Office of Sub Registrar under Serial No. (BBE-3) 5580 of 2009, at Mumbai City-3.</p> <p>02. Original of Agreement for Sale dated 06.01.1977 executed between Gowani Theatres Private Limited and Mrs. Ushaben Ramniklal Jhaveri.</p> <p>03. Original of Share Certificate No. 90 issued by the Society.</p> <p>04. Original of Letter dated 12.10.2009 issued by Society in favour of State Bank of India, Overseas Br., Opera House regarding noting of equitable mortgage charge on Office Premises No. 705.</p> <p>05. Original of No Objection Letter dated 29.07.2008 issued by Society in favour of State Bank of India, Diamond Br., Girgaum regarding no objection for mortgage on Office Premises No. 705.</p>
05.	<p>a) 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> <p>No</p> <p>b) i) Whether all pages in the 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?</p> <p><u>Documents not provided</u></p> <p>b) ii) Whether the certified copies of the title documents are not available, the copy 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.</p> <p>(In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently &amp; cautiously).</p>



	Originals of title deeds verified.
06.	<p>a) Whether the records of Registrar Office or Revenue Authorities relevant to the property in question are available for verification through any online portal or computer system?</p> <p>Since 2002</p> <p>b) If such online/ computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.</p> <p>Yes</p> <p>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?</p> <p>No</p>
07.	<p>a) Property offered as security falls within the jurisdiction of which Sub Registrar Office?</p> <p>Mumbai City - 1 to 5</p> <p>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?</p> <p>Mumbai City 1 to 5</p> <p>c) Whether search has been made at all the offices named at (b) above?</p> <p>Yes</p> <p>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?</p> <p>Yes</p>
08.	<p>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 Crores and above, search of title/ encumbrances for a period of not less than 30 years is mandatory.</p> <p>a. Mrs. Ushaben Ramnikdal Jhaveri is the owner of Office No. 705, admeasuring 496 Sq. Ft. built up area, on 7<sup>th</sup> Floor, in the Building known as "Majestic Shopping Centre", situated at 104,</p>



Girgaum Road, Mumbai, bearing CS No. 1458 of Girgaum Division and within the Registration District and Sub District of Bombay City.

- b. As per documents provided to us, prior to 01.10.1973, Shapoor Ardeshir Irani and Yousoofally Abdullally Shums were carrying on business of running and conducting a cinema theatre known as Majestic Cinema in partnership in the firm name and style of M/s. Cinema Majestic at 144, Girgaum Road, Bombay-4.
- c. The said Shapoor Ardeshir Irani and Yousoofally Abdullally Shums were absolutely seized and possessed of or otherwise well and sufficiently entitled to all the piece or parcel of land or ground together with the cinema theatre and other structures standing thereon and known as Majestic Cinema, situate at 144, Girgaum Road, Bombay-4, in the Registration District and Sub District of Bombay.
- d. By an Indenture of First Mortgage dated 05.08.1972, Shapoor Ardeshir Irani and Yousoofally Abdullally Shums granted, conveyed, transferred and assured to Manu Subedar the said land, hereditaments and premises and furniture fixture etc.
- e. By an Indenture of Transfer of Mortgage dated 31.05.1973, Virendrakumar J. Shah & Others, the Executors of the Last Will and Testament dated 20.05.1971 of the said Manu Subedar assigned to Nani Palkhiwala & Others the then Trustee of Lotus Trust the principal sum due and owing to Virendrakumar J. Shah & Others on the security as recited in Indenture of Mortgage dated 04.08.1972. Virendrakumar J. Shah & others granted, transferred and assured to Nani Palkhiwala & Others the said land, hereditaments and premises to have and to hold the said properties by Nani Palkhiwala & Others.
- f. The said Shapoor Ardeshir Irani and Yousoofally Abdullally Shums admitted Gowani Theatres Private Limited as partner with them for the purpose of carrying on the said business in the firm name and style of M/s. Cinema Majestic and granted 20% share or interest in the said assets and liabilities of the said firm including the said land, hereditaments and premises as contained in the Deed of Partnership dated 21.09.1973.
- g. By and under Deed of Dissolution dated December 1973, the said Shapoor Ardeshir Irani, the said Yousoofally Abdullally Shums and Gowani Theatres Private Limited, lodged for registration with the Sub-Registrar assurances at Bombay. The said firm of M/s. Cinema Majestic hereby mutual consent of the parties thereto dissolved as from the December 1973 and it was agreed declared by and between Shapoor Ardeshir Irani and Yousoofally Abdullally Shums that all accounts of the properties



and assets and liabilities and of all profits and losses of the partnership were made up and upon settlement of accounts it was agreed that Gowani Theatres Private Limited was entitled to the said properties, comprised of the land, hereditaments and premises subject to the payment by Gowani Theatres Private Limited to Virendrakumar J. Shah and also pay to Shapoor Ardeshir Irani and Youssoofally Abdullally Shums in full and final satisfaction of all their respective claims demands share, right, title and interest in all assets of the said partnership firm and that the said Shapoor Ardeshir Irani and Youssoofally Abdullally Shums paid and discharged all debts and liabilities of the said firm except the sum and interest thereon payable to Nani Palkhiwala & Others the then Trustee of Lotus Trust.

- h. By and under Deed of Second Contributory Mortgage dated December 1973 registered with the Sub Registrar, Gowani Theatres Private Limited granted conveyed and transferred to Shapoor Ardeshir Irani and Youssoofally Abdullally Shums the said land, hereditaments and premises together with the buildings and structure to be erected thereon.
- i. Gowani Theatres Private Limited was absolutely seized and possessed of or otherwise well and sufficiently entitled and was in exclusive possession and enjoyment of the said the said land, hereditaments and premises.
- j. Gowani Theatres Private Limited constructed a shopping centre consisting of shops with lofts to be provided in such shops. The said building consisted of garages and parking spaces on the ground floor and offices and tenements on the upper floors in accordance with the plans and specification approved and sanctioned by the Bombay Municipal Corporation and other concerned authorities.
- k. Gowani Theatres Private Limited sold to Mrs. Ushaben Ramniklal Jhaveri Office No. 705, admeasuring 496 Sq. Ft. built up area, on 7<sup>th</sup> Floor, in the Building known as "Majestic Shopping Centre", situated at 104, Girgaum Road, Mumbai, bearing CS No. 1458 of Girgaum Division and within the Registration District and Sub District of Bombay City and Agreement for Sale dated 06.01.1977 was executed between the parties for accomplishing the transaction.
- l. The Office purchasers of the said building formed a society in the name and style as "Majestic Shopping Centre Premises Co operative Society Limited" and got it registered under Registration No. BOM/W-D/GNL/(O)/366/93-94 dated 10.06.1994.



	<p>m. The said Society admitted Mrs. Ushaben Ramniklal Jhaveri as the member of the said Society and issued 5 shares bearing Distinctive Nos. 491 to 495 vide Share Certificate No. 90 issued by the Society.</p> <p>n. Due to some reason the said Agreement for Sale was not registered. A Declaration dated 03.07.2009 was executed by Mrs. Ushaben Ramniklal Jhaveri and same was registered in the Office of Sub Registrar under Serial No. (BBE-3) 5580 of 2009, at Mumbai City-3.</p> <p>o. The position as to possession of the said Office No. 705 may be verified by the Bank.</p>
09.	<p>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.)</p> <p>Ownership Rights</p>
10.	<p>If leasehold, whether;</p> <p>a) Lease Deed is duly stamped and registered</p> <p>N. A.</p> <p>b) Lessee is permitted to mortgage the Leasehold rights,</p> <p>N. A.</p> <p>c) duration of the Lease/ unexpired period of lease,</p> <p>N. A.</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>N. A.</p> <p>e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?</p> <p>N. A.</p> <p>f) Right to get renewal of the leasehold rights and nature thereof.</p> <p>N. A.</p>
11.	<p>If Govt. grant/ allotment/ Lease-cum/Sale Agreement, whether;</p> <p>Agreement for Sale and Declaration.</p> <p>Grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?</p> <p>With the permission of Society.</p>



	<p>The mortgagor is competent to create charge on such property?</p> <p>Yes</p> <p>Any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?</p> <p>Yes from Society</p>
12.	<p>If occupancy right, whether:</p> <p>a) Such right is heritable and transferable,</p> <p>Yes</p> <p>b) Mortgage can be created.</p> <p>Yes with permission of Society</p>
13.	<p>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.</p> <p>N. A. as per documents provided.</p>
14.	<p>If the property has been transferred by way of Gift/ Settlement Deed, whether:</p> <p>a) The Gift/ Settlement Deed is duly stamped and registered;</p> <p>N. A.</p> <p>b) The Gift/ Settlement Deed has been attested by two witnesses;</p> <p>N. A.</p> <p>c) The Gift/ Settlement Deed transfers the property to Donee;</p> <p>N. A.</p> <p>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;</p> <p>N. A.</p> <p>e) Whether there is any restriction on the Donor in executing the Gift/ Settlement Deed in question?</p> <p>N. A.</p> <p>f) Whether the Donee is in possession of the gifted property;</p> <p>N. A.</p> <p>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</p>



	creation of mortgage;
	N. A.
	b) 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.
	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 mortgageable 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?
	N. A.
	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? 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 in respect of the above cases for creation of mortgage? N. A. _____
18.	a) Whether 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 deed specifically authorizes the mortgage of the property? N. A. _____
	c) If YES, 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/ 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 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, Costal Zone Regulations, Environmental Clearance, etc.)?
	N. A.
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?
	No, as per documents provided.
	b) Whether any search/ enquiry is made with the Land Acquisition Office and the outcome of such search/ enquiry?
	No
23.	a) Whether the property is involved is subject matter of any litigation which is pending or concluded?
	No as per documents provided to us.
	b) If so, whether such litigation would adversely affect 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?
	No
24.	<p>a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?</p> <p>Yes</p> <p>b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?</p> <p>Yes</p> <p>c) Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm?</p> <p>Yes. Authorized Partners of M/s. S. Rajiv &amp; Co. should create the mortgage.</p>
25.	<p>a) 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.</p> <p>No.</p> <p>b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm?</p> <p><del>Yes</del> / No.</p> <p>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)?</p> <p>N. A.</p> <p>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)?</p> <p><del>Yes</del> / No</p> <p>iv) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?</p> <p><del>Yes</del> / No</p>
26.	In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.



	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 Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour 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 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.
	a) 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.	
b) Please comment on the genuineness of POA?	
N. A.	
c) 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.

Presently mortgaged with State Bank of India. Bank to verify the documents before creation of mortgage.

29. If the property is a flat/ apartment or residential/ commercial complex, check and comment on the following:

Flat

a) Promoter's/ Land owner's title to the land / building;

Clear

b) Development Agreement/ Power of Attorney;

Not seen by us

c) Extent of authority of the Developer/ Builder;

To construct and sell Offices

d) Independent title verification of the Land and/ or building in question;

Yes

e) Agreement for Sale (duly registered);

Declaration dated 03.07.2009 is registered.

f) Payment of proper stamp duty;

Yes

g) Requirement of registration of Sale Agreement, Development Agreement, POA, etc.;

Declaration is registered.

h) Approval of building plan, permission of appropriate/ local authority, etc.;

As per the sanctioned plan.

i) Conveyance in favour of Society/ Condominium concerned;



	Not known
	j) Occupancy Certificate/ Allotment Letter/ Letter of Possession; Occupancy Certificate to be obtained.
	k) Membership details in the Society etc.;
	Membership has been allotted.
	l) Share Certificates;
	Share Certificate No. 90 issued by the Society.
	m) No Objection Letter from the Society;
	To be obtained from Society.
	n) All legal requirements under the Local/ Municipal laws, regarding ownership of Flats/ Apartments/ Building Regulations, Development Control Regulations, Co operative Societies' Laws etc.;
	Obtained as per provided under the applicable laws.
	o) Requirements for noting the Bank charges on the records of the Housing Society, if any;
	To be done by Bank with Society
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.
	Building has been constructed.
	q) Whether the numbering pattern of the Units/ Flats tally in all documents such as approved plan, agreement plan, etc.
	Yes
30.	Encumbrances, Attachments, and/ or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens, etc. and details thereof. Presently mortgaged with State Bank of India.
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. Search taken for the period of 32 years.
32.	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy? Bank to verify.



33.	<p>a) Urban Land Ceiling clearance, whether required and if so, details thereon.</p> <p>N. A.</p> <p>b) Whether No Objection Certificate under the Income Tax Act is required/ obtained/ C. A. Certificate.</p> <p>Yes, under section 281 of IT Act 1961 / C. A. Certificate.</p>
34.	<p>Details of RTC extracts/ mutation extracts/ Katha extracts pertaining to the property in question.</p> <p>To be obtained by the Bank</p>
35.	<p>Whether the name of mortgagor is reflected as owner in the Revenue/ Municipal/ Village records?</p> <p>To be verified by the Bank</p>
36.	<p>a) Whether the property offered as security is clearly demarcated?</p> <p>Yes</p> <p>b) Whether the demarcation/ partition of the property is legally valid?</p> <p>Yes</p> <p>c) Whether the property has clear assess as per documents?</p> <p>Yes</p> <p>(The property should be legally accessible through normal carriers to transport goods to factories/ houses, as the case may be.)</p>
37.	<p>Whether the property can be identified from the following documents and discrepancy / doubtful circumstances, if any revealed on such scrutiny?</p> <p>a) Document in relation to electricity connection;</p> <p>To be obtained and taken in deposit.</p> <p>b) Document in relation to water connection;</p> <p>To be obtained and taken in deposit.</p> <p>c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>To be obtained.</p> <p>d) Other utility bills, if any.</p> <p>To be obtained.</p>



38.	<p>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.</p> <p>As per Agreement for Sale dated 06.01.1977, Declaration dated 03.07.2009 and Valuation Report.</p>
39.	<p>If the valuation report and/ or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds.</p> <p>(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.)</p> <p>Approved Plan &amp; Valuation Report not provided to us for scrutiny.</p>
40.	<p>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.</p> <p>Charge to be registered after creation of mortgage with the Sub Registrar of Assurances.</p>
41.	<p>Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?</p> <p>Yes</p> <p>Property is SARFAESI COMPLIANT (Y/N)</p> <p>Yes</p>
42.	<p>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.</p> <p>N. A.</p>
43.	<p>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.</p> <p>Yes.</p>
44.	<p>Additional aspects relevant for investigation of title as per local laws.</p> <p>Nil</p>





45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.  Physical verification of the property by the Bank.
46.	The specific persons who are required to create mortgage/ to deposit documents creating mortgage.  Mrs. Ushaben Ramniklal Jhaveri is required for creation of mortgage.
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N -  No, as per documents provided to us. Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.  No, as per documents provided to us. Whether the registered Agreement for Sale as prescribed in the above Act / Rules there under is executed?  No Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the Promoter in the website of Real Estate Regulatory Authority?  N. A.

Date : 30.01.2019

Place : Mumbai

For M/s. CONSULTA JURIS

  
 K. K. Anand  
 PARTNER


## Annexure-C

Certificate of title

01. We have examined the Originals/ Copies of Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of ~~Registered/~~ Equitable /English Mortgage (\*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Registered/ Equitable/ ~~English~~ Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and we further certify that:
02. We have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
03. We confirm having made a search in the Land/ Revenue records. We 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, Work Board (wherever applicable).~~ We do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. ~~We are liable/ responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.~~
04. 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). We hereby certify the genuineness of the Title Deeds. Suspicious / Doubt, if any, has been clarified by making necessary enquiries.
05. There are ~~no~~ prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate/ Search for the period from 1988 to 2019 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances, subject to the present charge with State Bank of India.
06. 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, which is inapplicable).
07. Minor/(s) and his/ their interest in the property/(ies) is to the extent of \_\_\_\_\_ (Specify the share of the Minor with Name). (Strike out if not applicable).

Nil



08. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, ~~Shri/ Smt./ M/s.~~ M/s. S. Rajiv & Co.

09. We certify that Shri/ Smt./ ~~M/s.~~ Mrs. Ushaben Rammiklal Jhaveri has /have an absolute, clear and Marketable title over the Schedule property/(ies). We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable, subject to the present charge with 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: (Presently the original documents as mentioned herein are in deposit with the State Bank of India.)

NOT APPLICABLE: The property is presently mortgaged with State Bank of India, Diamond Branch and the original documents of title are lying deposited with State Bank of India. In addition, the following documents may also be taken in deposit.

✓ a. Original of NOC for creating mortgage mentioning no dues of Society maintenance charges including Property Tax to the Bank and Nil encumbrance on the said property.

✓ b. Declaration cum Indemnity from the mortgagor that the said Office No. 705 to be mortgaged is free from encumbrances and that there is no charge on the said property, subject to the present charge with State Bank of India.

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force, subject to the present charge with State Bank of India.

**12. It is certified that the property is SARFAESI compliant.**

**SCHEDULE OF THE PROPERTY/(IES) :**

OFFICE NO. 705, ADMEASURING 496 SQ. FT. BUILT UP AREA, ON 7<sup>TH</sup> FLOOR, IN THE BUILDING KNOWN AS "MAJESTIC SHOPPING CENTRE", SITUATED AT 104, GIRGAUM ROAD, MUMBAI, BEARING CS NO. 1458 OF GIRGAUM DIVISION AND WITHIN THE REGISTRATION DISTRICT AND SUB DISTRICT OF BOMBAY CITY.

Place : Mumbai

Date : 30.01.2019

For M/s. CONSULTA JURIS

*K. H. Jhaveri*  
PARTNER



## Annexure-C1

**Certificate of Title on the Basis of Certified copies of the Title Deeds**

01. We have examined the ~~Certified~~ copies of Original Title Deeds intended to be deposited relating to the schedule property/(ies) to be offered as security by way of ~~\*Registered/ Equitable/ English~~ Mortgage and that the certified copies of documents of title referred to in the Opinion are valid as secondary evidence of Right, title and interest and that the said ~~Registered/ Equitable~~ Mortgage to be created on production of original title deed will satisfy the requirements of creation of ~~Registered/ Equitable~~ Mortgage and we further certify that:
02. We have examined the ~~Certified~~ Copies of Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors and undertake to re-examine the original title deeds as and when produced and
03. We confirm having made a search in the Land/ Revenue records. We 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, Waldf Board (wherever applicable). We do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage on production of the original title deeds. ~~We are liable / responsible, if any loss is caused to the Bank due to negligence on our part or by our agent in making search.~~
04. Following scrutiny of Land Records/ Revenue Records and relative Certified Copies of Title Deeds, certified copies of such title deeds obtained from the concerned Registrar Office and encumbrance certificate (EC)/ Search we hereby certify the genuineness on the basis of the certified copies of the Title Deeds, Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
05. There are no prior Mortgage/ Charges/ Encumbrances whatsoever, as could be seen from the Encumbrance Certificate / Search for the period from 1988 to 2019 pertaining to the Immovable Property/(ies) covered by above said Certified Copies Title Deeds. The property is free from all Encumbrances, subject to the present charge with State Bank of India.
06. 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.
07. Minor/(s) and his/ their interest in the property/(ies) is to the extent of \_\_\_\_\_ (Specify the share of the Minor with Name).

Nil



08. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, ~~Shri/ Smt./ M/s.~~ M/s. S. Rajiv & Co.

09. We certify that ~~Shri/ Smt./ M/s.~~ Mrs. Ushaben Ramniklal Jhaveri has/ have an absolute, clear and marketable title over the Schedule property/(ies). We further certify that the above certified copies of title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deeds and the said Mortgage would be enforceable, subject to the present charge with State Bank of India.

10. In case of creation of Mortgage by Deposit of Title Deeds, we certify that the deposit of original title deeds/ documents the certified copies of which have been examined would create a valid and enforceable mortgage:- (Presently the original documents as mentioned herein are in deposit with State Bank of India.)

NOT APPLICABLE: The property is presently mortgaged with State Bank of India, Diamond Branch and the original documents of title are lying deposited with State Bank of India. In addition, the following documents may also be taken in deposit.

a. Original of NOC for creating mortgage mentioning no dues of Society maintenance charges including Property Tax to the Bank and Nil encumbrance on the said property.

b. Declaration cum Indemnity from the mortgagor that the said Office No. 705 to be mortgaged is free from encumbrances and that there is no charge on the said property, subject to the present charge with State Bank of India.

11. There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copies of which we have examined under any applicable Law/ Rules in force, subject to the present charge with State Bank of India, Lead Bank.

**SCHEDULE OF THE PROPERTY/(IES) :**

OFFICE NO. 705, ADMEASURING 496 SQ. FT. BUILT UP AREA, ON 7<sup>TH</sup> FLOOR, IN THE BUILDING KNOWN AS "MAJESTIC SHOPPING CENTRE", SITUATED AT 104, GIRGAUM ROAD, MUMBAI, BEARING CS NO. 1458 OF GIRGAUM DIVISION AND WITHIN THE REGISTRATION DISTRICT AND SUB DISTRICT OF BOMBAY CITY.

Place : Mumbai

Date : 30.01.2019

For M/s. CONSULTA JURIS



*[Signature]*

PARTNER

DISCLAIMER

The legal scrutiny report has been prepared on the basis of scrutiny, examination, verification and analysis of the documents and material information (written / verbal) supplied by client and bonafide believed to be true by us, as per the laws applicable to the property in question and we do not accept any liability arising out of loss suffered by the client or others on account of any documents or information supplied turns out to be false or fraudulent or if any material document or information has been deliberately or negligently withheld.

For M/s. CONSULTA JURIS



*R. K. Prakash*  
PARTNER

To,

State Bank of India  
Diamond Branch,  
Mumbai

Sub: Office No. 705, admeasuring 496 Sq. Ft. built up area, on 7<sup>th</sup> Floor, in the Building known as "Majestic Shopping Centre", situated at 104, Girgaum Road, Mumbai, bearing CS No. 1458 of Girgaum Division and within the Registration District and Sub District of Bombay City.

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Gowani Theatres Private Limited

To

Mrs. Ushaben Ramniklal Jhaveri  
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Sir,

As per your instructions I have taken search of above mentioned property in the Office of the Sub-Registrar of Mumbai City - 1 to 5, and also online search updated by the concerned Sub Registrar Offices, as per the records available for the years from 1988 to 2019. (Please note the search does not include the Notice of Intimation and Registration of Memorandum of Equitable Mortgage as per the Notification issued by the State of Maharashtra).



**1988 to 2019 at Mumbai City - 1 to 5, S.R.O.**

1988	Nil
1989	Nil
1990	Nil
1991	Nil
1992	Nil
1993	Nil
1994	Nil
1995	Nil
1996	Nil
1997	Nil
1998	Nil
1999	Nil
2000	Nil
2001	Nil
2002	Nil
2003	Nil
2004	Nil
2005	Nil
2006	Nil
2007	Nil
2008	Nil
2009	Declaration dated 03.07.2009 executed by Mrs. Ushaben Ramniklal Jhaveri, registered in the Office of Sub Registrar under Serial No. (BBE-3) 5580 of 2009, at Mumbai City-3.





2010	Nil
2011	Nil
2012	Nil
2013	Nil
2014	Nil
2015	Nil
2016	Nil
2017	Nil
2018	Nil
2019	Nil

Up to date 30.01.2019



Sub: Office No. 705, admeasuring 496 Sq. Ft.  
built up area, on 7<sup>th</sup> Floor, in the Building  
known as "Majestic Shopping Centre",  
situated at 104, Girgaum Road, Mumbai,  
bearing CS No. 1458 of Girgaum Division  
and within the Registration District and Sub  
District of Bombay City.

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Gowani Theatres Private Limited

To

Mrs. Ushaben Ramniklal Jhaveri

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NOTES OF SEARCH

Taken In the Offices of the Sub-Registrar

MUMBAI CITY - 1 TO 5 : 1988 to 2019



*Rohidas Manlekar*  
Rohidas Manlekar  
Search Clerk  
M/s. CONSULTA JURIS

5580450

25-02-2019

Note:-Generated through eSearch  
Module,For original report please  
contact concern SRO office

## सूची क्र.2

दुय्यम निबंधक : सह दुय्यम निबंधक  
मुंबई शहर 3

दस्त क्रमांक : 5580/2009

नोंदणी :

Regn:63m

## गावाचे नाव : गिरगाव

(1)सिलेखाचा प्रकार	घोषणा पत्र
(2)गोबदला	रु.0.00
(3) बाजारभावाभाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे;	रु. 49000.00
(4) शु-मापन,पोटहिस्सा व धरक्रमांक(असल्यास)	पालिकेचे नाव:मुंबई मनपाइतर वर्णन :एडिजे एम 40-09-सर्टीफिकेशन140-05----ऑफीस नं 705,7 वा मजला , मॅजेस्टीक रॉबिंग सेंटर , 144 गिरगांव मुं .
(5) क्षेत्रफळ	46.10 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	-
(7) दस्तऐवज करून घेणा-या/सिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालया वा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-उषादेन रमणीकलाल झवेरी वय:-67पत्ता:-5 विपुल 2 रा मजला , 28रिल रोड , नुपिन कोड:-06पॅन नं:-AADPJ2793A
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालया वा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	2): नाव:- - - वय:-18पत्ता:-पिन कोड:-पॅन नं:-
(9) दस्तऐवज करून दिल्या वा दिनांक	03/07/2009
(10)दस्त नोंदणी केल्या वा दिनांक	07/07/2009
(11)अनुक्रमांक,खंड र पृष्ठ	5580/2009
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100.00
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	1000.00
(14)शेर	-