

Padiyar & Co.

Advocates & Legal Consultants

Unit No.III, The Summit Business Bay, Opp. PVR Cinema, A. K. Road, Andheri (E), Mumbai -93

Cell : 9323802133

Tel : 8169819787/49736054

Email : padiyarco@gmail.com

REF: PC/ SBI/Diamond Br./LSR-412/20

25.11.2020

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 Diamond Branch, D-3 Tower, West Core, Bharat Diamond Bourse, BKC, Bandra (East), Mumbai-400051.
	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. KARP IMPEX LIMITED.
2.	a) Name of the Property/concern/ company/person offering the property (is) as security	MR. KISHOR BHIKHABHAI VIRANI.
	b) Constitution of the Property/concern/ person/body/authority offering the property for creation of charge.	Individual
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Guarantor/Mortgagor
3.	Complete or full description of the immovable property (ies) offered as security for creation of mortgage whether equitable/ registered mortgage.	All that piece and parcel of N.A. land bearing Final Plot No.1 Admeasuring 13277.00 sq. mtrs, Original Plot No.1, admeasuring 18700.00sq. mtrs., T.P. Scheme No. 4 (Rundh-magdalla) of New revenue Survey No.5, Old Revenue Survey No.68, of Village: Rundh, Sub-District: Majura, District: Surat.
	(a) City Survey No.	New revenue Survey No.5, Old Revenue Survey No.68,
	(b) Door No. (in case of house property)	Final Plot No. 1, Original Plot No. 1,



	(c) Extent/area including plinth/built up area in case of house property	Admeasuring 13277.00 sq. mtrs, admeasuring 18700.00sq. mtrs			
	(d) Locations like name of the place, village, city, registration, sub-district, etc.	Lying being situated at Village: Rundh, Sub-District: Majura, District: Surat.			
	(e) Boundaries	N/A			
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.	19.09.2019	Registered Cancellation agreement for sale dated.19.09.2019 executed by Mrs. Minaben Nareshbhai Shah in favour of Mr. Kishorebhai Bhikabhai Virani, the document duly registered under serial no.12365 dated.19.09.2019, by the Sub-Registrar of Surat-1.	Original	Original scrutinized
	2.	19.09.2019	Registration Receipt No.12365 dated 19.09.2019, by Sub-Registrar Vasai-4.	Original	Original scrutinized
	3.	20.09.2018	Registered agreement for sale	Original	Original scrutinized



			dated.20.09.2018 executed by Mr. Kishorebhai Bhikabhai Virani in favour of Mrs. Minaben Nareshbhai Shah, the document duly registered under serial no.16461 dated.20.09.2018, by the Sub-Registrar of Surat-1.		
	4.	20.09.2018	Registration Receipt No.16461 dated 20.09.2018, by Sub- Registrar Vasai-4.	Original	Original scrutinized
	5.	12.08.2010	Registration Sale deed dated.12.08.2010 executed by Mr. Isharbhai Vittalbhai Navdiya, the document duly registered under serial no.10378 dated.12.08.2010, by the Sub-Registrar of Surat-1.	Xerox Copy	Original not scrutinized
	6.	18.03.2008	Registration Sale deed dated. 18.03.2008 executed by Mr. Bhavesh Fulchand Shah and Others, the document duly registered under serial no.3625 dated. 18.03.2008, by the Sub-Registrar of Surat- 1.	Xerox Copy	Original not scrutinized
	7.	06.07.2004	Registration Sale deed dated. 06.07.2004	Xerox Copy	Original not



			executed by Mrs. Savitaben Ramanbhai Surti, the document duly registered under serial no.6709 dated. 06.07.2004, by the Sub-Registrar of Surat-1.		scrutinized
	8.	06.07.2004	Registration Sale deed dated. 06.07.2004 executed by Mr. Jaysukhbhai Popatlal, the document duly registered under serial no.6710 dated. 06.07.2004, by the Sub-Registrar of Surat-1.	Xerox Copy	Original not scrutinized
	9.	01.07.2004	Registration Sale deed dated. 01.07.2004 executed by Mr. Bhupatbhai Naranbhai Ballar, the document duly registered under serial no.6711 dated. 01.07.2004, by the Sub-Registrar of Surat-1.	Xerox Copy	Original not scrutinized
	10	10.04.2003	Registration Sale deed dated. 10.04.2003 executed by Mr. Ishvarbhai Sukhabhai and others, the document duly registered under serial no.2709 dated. 10.04.2003, by the Sub-Registrar of Surat-	Xerox Copy	Original not scrutinized



		1.		
11	23.05.2011	N.A. Order No. A/BKHP/ S.R. No. 179/11/VASHI.4010/2011 issued by Collector, Surat.	Xerox Copy	Original not scrutinized
12		Tax Receipt	Xerox Copy	Original not scrutinized
13		Latest Village Form No. 7/12	Xerox Copy	Original not scrutinized
14	26.06.2018	Public Notice	Xerox Copy	Original not scrutinized
15	20.07.2018	Police complaint regarding lost document	Xerox Copy	Original not scrutinized
16	05.08.2018	Certificate regarding lost document	Xerox Copy	Original not scrutinized
17		Non encumbrance certificate from Sub Registrar, Surat	Xerox Copy	Original not scrutinized
18		Notarized affidavit regarding clear title and lost document of the said property.	Xerox Copy	Original not scrutinized
19		Civil Suit application and order of special Civil Suit No. 88/2019 of Hon. Civil Court, Surat.	Xerox Copy	Original not scrutinized
20		Civil Suit application and order of special Civil Suit No. 103/2019 of Hon. Civil Court, Surat.	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	No Instruction from Bank
5b.	<p>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?</p> <p>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.</p> <p>(In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)</p>	<p>N/A</p> <p>N/A</p>
6.	<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>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>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>Yes (since 2003, records are available)</p> <p>Yes</p> <p>N/A</p>
7.	<p>a) Property offered as security falls within the jurisdiction of which sub-registrar office?</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>c) Whether search has been made at all the offices named at (b) above?</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>Surat</p> <p>No</p> <p>Yes</p> <p>No.</p>
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	Separate sheet is attached herewith.



	<p>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.</p> <p>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)</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.)	Freehold Property
10.	If Leasehold whether	No
	a) lease Deed is duly stamped and registered	N/A
	b) lessee is permitted to mortgage the Leasehold right,	N/A
	c) duration of the Lease/unexpired period of lease,	N/A
	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.	YES
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	None



	and the reasons for coming to such conclusion.	
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.	No
	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 mortgagee 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 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/enforcement 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 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?	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.	No
	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.	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.	YES
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.	No
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)?	YES
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.	Charge of Axis Trustees Services Ltd
d	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No.	NO
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 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	N/A

	been verified/ compared with the original POA.	
	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? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? 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:	Property
	a) Promoter's/Land owner's title to the land/building;	Clear and marketable
	b) Development Agreement/Power of Attorney;	Verified
	c) Extent of authority of the Developer/builder	Full
	d) Independent title verification of the Land and/or building in question	verified
	e) Agreement for sale (duly registered);	Yes
	f) Payment of proper stamp duty	Paid
	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Registered
	h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes, approved



	i) Conveyance in favour of Society/ Condominium concerned.	Not Known
	j) Occupancy Certificate/allotment letter/letter of possession;	N/A
	k) Membership details in the Society etc.;	N/A
	l) Share Certificates	N/A
	m) No Objection Letter from the Society;	N/A
	n) All legal requirements under the local/Municipal laws, regarding ownership of Properties/Flats/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	YES
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any	At land record
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	No
	q) Whether the numbering pattern of the Properties/Properties 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.	Subject to Charge of Axis Trustees Services Ltd.
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 CA 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?	Yes
	b) Whether the demarcation/ partition of the property is legally valid?	Yes
	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
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.
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 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.)	Valuation Report verified
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, 2002 if required against the property offered as security?	Yes.
	Property is SARFAESI compliant (Y/N)	yes
42.	In case of absence of original title deed s, 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.	no
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security	Registered Mortgage created
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	MR. KISHOR BHIKHABHAI VIRANI.
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.

Date:

Place:



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 is created, 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. No certified copy taken by us and verified.
5. There is prior mortgage/charges of encumbrances **Charge of Axis Trustees Services Ltd.**, whatsoever as could be seen from the encumbrances certificate for the period from 1990 to 2020 pertaining to the immovable property i.e. covered by above said title deeds. The Property is free from all encumbrances,
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 borrowers and **M/S. KARP IMPEX LIMITED, Subject to Charge of Axis Trustees Services Ltd**
9. Certify that **MR. KISHOR BHIKHABHAI VIRANI** 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 Charge of Axis trustees services Ltd**
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 Cancellation agreement for sale dated.19.09.2019 executed by Mrs. Minaben Nareshbhai Shah in favour of Mr. Kishorebhai Bhikabhai Virani, the document duly registered under serial no.12365 dated.19.09.2019, by the Sub-Registrar of Surat-1.
2.	Original Registration Receipt No.12365 dated 19.09.2019, by Sub-Registrar Vasai-4.
3.	Original Registered agreement for sale dated.20.09.2018 executed by Mr. Kishorebhai Bhikabhai Virani in favour of Mrs. Minaben Nareshbhai Shah, the document duly registered under serial no.16461 dated.20.09.2018, by the Sub-Registrar of Surat-1.
4.	Original Registration Receipt No.16461 dated 20.09.2018, by Sub-Registrar Vasai-4.
5.	Original Registration Sale deed dated.12.08.2010 executed by Mr. Isharbhai Vittalbhai Navdiya, the document duly registered under serial no.10378 dated.12.08.2010, by the Sub-Registrar of Surat-1.
6.	Original Registration Sale deed dated. 18.03.2008 executed by Mr. Bhavesh Fulchand Shah and Others, the document duly registered under serial no.3625 dated. 18.03.2008, by the Sub-Registrar of Surat-1.
7.	Original Registration Sale deed dated. 06.07.2004 executed by Mrs. Savitaben Ramanbhai Surti, the document duly registered under serial no.6709 dated. 06.07.2004, by the Sub-Registrar of Surat-1.



8.	Original Registration Sale deed dated. 06.07.2004 executed by Mr. Jaysukhbhai Popatlal, the document duly registered under serial no.6710 dated. 06.07.2004, by the Sub-Registrar of Surat-1.
9.	Original Registration Sale deed dated. 01.07.2004 executed by Mr. Bhupatbhai Naranbhai Ballar, the document duly registered under serial no.6711 dated. 01.07.2004, by the Sub-Registrar of Surat-1.
10.	Original Registration Sale deed dated. 10.04.2003 executed by Mr. Ishvarbhai Sukhabhai and others, the document duly registered under serial no.2709 dated. 10.04.2003, by the Sub-Registrar of Surat-1.
11.	Copy of N.A. Order No. A/BKHP/ S.R. No. 179/11/VASHI.4010/2011 issued by Collector, Surat.
12.	Copy of Tax Receipt
13.	Copy of Latest Village Form No. 7/12
14.	Copy of Public Notice dated 26.06.2018
15.	Copy of Police complaint regarding lost document dated.20.07.2018
16.	Copy of Certificate regarding lost document dated.05.08.2018
17.	Copy of Non encumbrance certificate from Sub Registrar, Surat
18.	Copy of Notarized affidavit regarding clear title and lost document of the said property.
19.	Copy of Civil Suit application and order of special Civil Suit No. 88/2019 of Hon. Civil Court, Surat.
20.	Copy of Civil Suit application and order of special Civil Suit No. 103/2019 of Hon. Civil Court, Surat.

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)

All that piece and parcel of N.A. land bearing Final Plot No.1, Admeasuring 13277.00 sq. mtrs., Original Plot No. 1, admeasuring 18700.00sq. mtrs., T.P. Scheme No. 4 (Rundh-magdalla) of New revenue Survey No.5, Old Revenue Survey No.68, of Village: Rundh, Sub-District: Majura, District: Surat.

Place: Mumbai.



Date: 25/11/2020

**ANNEXURE - 1:
FLOW OF TITLE**

1. It is observed from the documents submitted before us that, the said land and found that the land owner Kishorbhai Bhikhabhai Virani through his power of attorney holder Hitesh Mahasukhlal Desai executed registered agreement 13277.00 sq. mtrs., Original Plot No. 1 admeasuring 1870.00sq. mtrs., T.P. Scheme No. 4 (Rundh- Magdalla) of New revenue Survey No. 5, old Revenue Survey No.68, of Village: Rundh, Sub District: Majura, District: Surat. That the said Agreement for sale was registered in the office of Sub-Registrar, Surat-1 (Athwa) at serial No. 16461 dated 20.09.2018. Thereafter, land owner Kishorebhai Bhikhabhai Virani filed Special Civil Suit No.88/2019 before Hon. Civil Court, Surat against Minaben Nareshbhai Shah and others to declare the said sale agreement null and void executed through power of attorney which is illegal, Fraudulent & Invalid etc. And Minaben Nareshbhai Shah also filed Special Civil Suit No. 103/2019 before Hon. Civil Court, Surat against Kishorbhai Bhikhabhai Virani and others to specific performance of the sale agreement, injunction etc.
2. Further it is observed that, Compromise took place among the parties and in Special Civil suit No. 88/2019 and the said suit was withdraw unconditionally and disposed of accordingly on 23.07.2019. Similarly, Compromise took place among the parties and in Special Civil suit No. 103/2019 also and the said suit was withdrawn unconditionally and disposed off accordingly on 03.08.2019. That registered agreement for sale between Kishorbhai Bhikhabhai Virani and Minaben Nareshbhai Shah was also cancelled by cancellation agreement, which was presented in the office of Sub-Registrar, Surat-1 (Athwa) at serial No. 12365 dated.19.07.2019 and finally registered on 19.09.2019. Under the above facts Kishor Bhikhabhai Virani became sole and absolute owner of the said property/land. The Right, title and interest of the said Kishorbhai Bhikhabhai Virani over the above referred property is clear, marketable, valid and binding on the Mortgagor and a Valid Equitable/Registered Mortgage can be created, beyond reasonable doubt. The property can be accepted by the way of SECURITY for the advances granted or to be granted and a valid Equitable Registered/Mortgage can be created over the said property in favour of your bank.
3. We are of the opinion that, **MR. KISHOR BHIKHABHAI VIRANI.** have quiet, vacant and peaceful possession of the captioned Property together with structure standing thereon and are entitled to property which is valid and marketable title to the said Property, **Subject to Charge of Axis trustees services Ltd.**



SEARCH REPORT

25/11/2020

Sub: All that piece and parcel of N.A. land bearing Final Plot No. 1, Admeasuring 13277.00 sq. mtrs., Original Plot No. 1, admeasuring 18700.00 sq. mtrs., T.P. Scheme No. 4 (Rundh-magdalla) of New revenue Survey No.5, Old Revenue Survey No.68, of Village: Rundh, Sub-District: Majura, District: Surat.

A/C - MR. KISHOR BHIKHABHAI VIRANI

State Bank of India, Diamond Branch-LSR No.412/20

Dear Sir,

As per your instruction, I have taken search of the above-mentioned property in the Sub-Registrar office Surat City-1 from the year of 1990 to 2020.

SUB - REGISTRAR OFFICE AT SURAT CITY-1 FOR 30 YEARS.

<u>YEAR</u>	<u>LIEN / CHARGE</u>
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	Registration Sale deed dated. 10.04.2003 executed by Mr. Ishvarbhai Sukhabhai and others, the document duly registered under serial no.2709 dated. 10.04.2003, by the Sub-Registrar of Surat-1.
2004	Registration Sale deed dated. 01.07.2004 executed by Mr. Bhupatbhai Naranbhai Ballar, the document



registered under serial no.6711 dated. 01.07.2004, by the Sub-Registrar of Surat-1.

Registration Sale deed dated. 06.07.2004 executed by Mr. Jaysukhbhai Popatlal, the document duly registered under serial no.6710 dated. 06.07.2004, by the Sub-Registrar of Surat-1.

Registration Sale deed dated. 06.07.2004 executed by Mrs. Savitaben Ramanbhai Surti, the document duly registered under serial no.6709 dated. 06.07.2004, by the Sub-Registrar of Surat-1.

2005	Nil
2006	Nil
2007	Nil
2008	Registration Sale deed dated. 18.03.2008 executed by Mr. Bhavesh Fulchand Shah and Others, the document duly registered under serial no.3625 dated. 18.03.2008, by the Sub-Registrar of Surat-1.
2009	Nil
2010	Registration Sale deed dated.12.08.2010 executed by Mr. Isharbhai Vittalbhai Navdiya, the document duly registered under serial no.10378 dated.12.08.2010, by the Sub-Registrar of Surat-1.
2011	Nil
2012	Nil
2013	Nil
2014	Nil
2015	Nil
2016	Nil
2017	Nil
2018	Registered agreement for sale dated.20.09.2018 executed by Mr. Kishorebhai Bhikabhai Virani in favour of Mrs. Minaben Nareshbhai Shah, the document duly registered under serial no.16461 dated.20.09.2018, by the Sub-Registrar of Surat-1.
2019	Registered Cancellation agreement for sale dated.19.09.2019 executed by Mrs. Minaben Nareshbhai Shah in favour of Mr. Kishorebhai Bhikabhai Virani, the



document duly registered under serial no.12365 dated.19.09.2019, by the Sub-Registrar of Surat-1.

2020 Mortgage deed executed by M/s. Karp Impex Ltd., in favour of **Axis Trustees Services Ltd.**, document duly registered under Serial No.SRT/1/ATV/1147/2020, by the Sub-Registrar of Surat -1.

The Government Fee is paid vide Receipt No. 2019018053010

Dated 23/09/2019.

Truly yours

Advocate