

# Bhuta & Associates

## ADVOCATE

24/3

Off. Add. : Office No. 3 & 4, 3rd Floor, Kothari House, situated at 5/7, Oak Lane, Fort,  
Mumbai - 400 001. Telefax : 2262 1648 Email : ashbhuta@hotmail.com

SBI/HO/LO/6186/2014

To,  
State Bank of India  
Goregaon (West)  
Mumbai.

14/03/2014

Sir,

### ANNEXURE C CERTIFICATE OF TITLE

I have Examined the Original Title deeds intended to be deposited relating to the Schedule Property and offered as security by way of Equitable Mortgage and that the Documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created it will satisfy the requirements of Creation of the Equitable Mortgage and we further certify that it is possible to create Equitable Mortgage by taking deposit the documents of title detailed below :-

- 1) I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
- 2) I confirm having caused a search in the concerned office of the Sub-Registrar. We do not find anything adverse which would prevent the Title Holders from creating a Valid Mortgage. We are responsible, if any loss is caused to the Bank due to negligence on my part or by agent in making search.
- 3) Following scrutiny of Records in the concerned office of the Sub-Registrar and relative Title Deeds, We hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt if any has been clarified by making necessary enquiries.

A. D. Bhute

Correspondence Office: A/3, 2nd Floor, Bldg. No. 44, Pranav Gandhi Nagar CHS Above Hotel,  
Highway Gomantak & Slum Redevelopers, Association, Opp. M.I.G. Club,  
Behind Mahada, Bandra (E), Mumbai - 400 051.

- 4) There are no prior Mortgage/Charges/encumbrances whatsoever as could be seen from the Encumbrances Certificate for the period from 1985 to 2014 pertaining to the Immovable Property covered by above said Title Deeds. The property is free from all encumbrances.

The Mortgage if created, will be available to the Bank for the liability of the intending Borrowers.

We certify that **MR. RAMESH C. JAIN** has an absolute, clear and Marketable Title over the Schedule property. We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Equitable Mortgage would be enforceable.

To call upon the said **MR. RAMESH C. JAIN** to deposit the following documents to the Bank.

1. Original Registered Deed of Transfer dated 10/03/2007 executed between SHRI JITENDRA JAGMOHANDAS SHAH & MRS. USHA JITENDRA SHAH as the "Transferors" of the one part and MR. PRAVINBHAI J. SHAH, MR. MADHUKANT J. SHAH & MR. HEMENDRA J. SHAH as the "Confirming Parties" of the second part and SHRI RAMESH C. JAIN as the "Transferee" of the third part, duly stamped and document registered under Serial No. BDR1-02052-2007 dated March 12, 2007 by Sub-Registrar Andheri-1 (Bandra).
2. Original Stamp Duty Receipt dated 09/03/2007 for Rs. 1,92,600/- in the name of Shri Ramesh C. Jain.
3. Original Registration Receipt No.2068 (document registered under Serial No.BDR1-02052-2007) dated 12/03/2007 for Rs.30,320/- in the name of Shri Ramesh C. Jain, by Sub-Registrar Andheri-1 (Bandra).
4. Original Registration Agreement for Sale dated 24/03/1981 executed between JYOTSNA VINAYAKANT GANDHI (Proprietor of M/s. Jeeve Enterprise) as the "Vendor" of the one part and SHRI. JITENDRA JAGMOHANDAS SHAH, SMT USHA JITENDRA SHAH & MR. JAGMOHAN VIRJI SHAH as the "Purchaser" of the other part,

*A. K. Kulkarni*

# Bhuta & Associates

## ADVOCATE

Off. Add. : Office No. 3 & 4, 3rd Floor, Kothari House, situated at 5/7, Oak Lane, Fort, Mumbai - 400 001. Telefax : 2262 1648 Email : ashbhuta@hotmail.com

duly stamped and document registered under Serial No. 494-1981 dated March 07, 1981 by Sub-Registrar Bombay (Bandra).

✓ 5. Original Registration Receipt (Document registered under Serial No.494/1981) dated 07/03/1981 for Rs.1,594/- in the name of Shri Jitendra Jagmohandas Shah, by Sub-Registrar Bombay (Bandra). ✓

✓ 6. Original Share Certificate No.10 dated 08/03/1987 distinctive five shares Nos. from 046 to 050 each of Rs.50/- standing in the name of Shri Jitendra J. Shah as the bonafide member of the V. P. Anand Kanchan Co-operative Housing Society Limited. ✓

✓ 7. Copy of Occupation Certificate No. CE/7557/BSII/AK dated 31/01/1981 issued by MCGM. ✓

8. Latest Society Maintenance Receipt. X

9. NOC from Society to mortgage the flat in favour of the Bank with an undertaking to mark the lien/charge of the bank in their registers as per Bank's Format. ✓

### SCHEDULE OF THE PROPERTY

A residential flat admeasuring about 630 sq.fts., Carpet Area, bearing Flat No.302, on the 3<sup>rd</sup> Floor in the building known as "Anand Kanchan", in the society known as "V. P. Anand Kanchan Co-operative Housing Society Limited". constructed on all that piece or parcel of land admeasuring about mtrs., bearing Original Plot No.115 and Final Plot No.241 of Vile Parle Town Planning Scheme No.II and bearing Bombay Municipality 'K' Ward Nos.763(1), (2), (2A) and bearing City Survey No.1259, 1259/1 to 7, lying being and situated at Sir Phirozshah Mehta Road, Ville Parle (East), Mumbai-400 057, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:- On or towards the east by CTS No.1252 of the scheme; On or towards the west by Sir Phirozshah Mehta Road; On or towards the north by CTS No.1260 of the scheme and On or towards the south by CTS No. 1253 &1258 of the scheme.

Place: Mumbai

Date: 14/03/2011

A. D. Bhuta  
Signature of the Advocate

Correspondence Office: A/3, 2nd Floor, Bldg. No. 44, Pranav Gandhi Nagar CHS Above Hotel, Highway Gomantak & Slum Redevelopers, Association, Opp. M.I.G. Club, Behind Mahada, Bandra (E), Mumbai - 400 051.

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

### Annexure "B"

1. a)	Name of the Branch/ BU seeking opinion	State Bank of India Goregaon (West) Mumbai.
b)	Reference No. and date of the letter under the cover of Which the documents tendered for scrutiny are forwarded.	Vide letter dated _____
c)	Name of the Borrower.	<b>MR. RAMESH C. JAIN</b>
2. a)	Name of the Unit/Concern/Company/Person offering the Property (ies) as Security.	<b>MR. RAMESH C. JAIN</b> (hereinafter referred to as the Guarantor) .
b)	Constitution of the Unit/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.)	Guarantors
3.	Complete or full description of the immovable property/ (ies) Offered as security for creation of mortgage whether Equitable/ registered mortgage.	A residential flat admeasuring about 630 sq.fts., Carpet Area, bearing Flat No.302, on the 3 <sup>rd</sup> Floor in the building known as "Anand Kanchan", in the society known as "V. P. Anand Kanchan Co-operative Housing Society Limited". constructed on all that piece or parcel of land admeasuring about mtrs., bearing Original Plot No.115 and Final Plot No.241 of Vile Parle Town Planning Scheme No.II and bearing Bombay Municipality 'K' Ward Nos.763(1), (2), (2A) and bearing City Survey No.1259, 1259/1 to 7, lying being and situated at Sir Phirozshah Mehta Road, Ville Parle (East), Mumbai-

*Handwritten signature*

		400 057, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:- On or towards the east by CTS No.1252 of the scheme; On or towards the west by Sir Phirozshah Mehta Road; On or towards the north by CTS No.1260 of the scheme and On or towards the south by CTS No. 1253 &1258 of the scheme.
a)	Survey no.	1259, 1259/1 to 7
b)	Door no. (in case of house property) :	Flat No.302
c)	Extent/area including plinth/built up area in case of House property	A residential flat admeasuring about 630 sq.fts., Carpet Area, constructed on all that piece or parcel of land admeasuring about 1152 sq.yards i.e., equivalent to 1070.25 sq.mtrs.
d)	Locations like name of the place, village, city, registration, Sub-district etc.	Sir Phirozshah Mehta Road, Ville Parle (East), Mumbai-400 057, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban
e)	Boundaries :	On or towards the east by CTS No.1252 of the scheme; On or towards the west by Sir Phirozshah Mehta Road; On or towards the north by CTS No.1260 of the scheme and On or towards the south by CTS No. 1253 &1258 of the scheme.
4. A)	Particulars of the documents scrutinized-serially and Chronologically	<p>a) Original Registered Deed of Transfer dated 10/03/2007 executed between SHRI JITENDRA JAGMOHANDAS SHAH &amp; MRS. USHA JITENDRA SHAH as the "Transferors" of the one part and MR. PRAVINBHAI J. SHAH, MR. MADHUKANT J. SHAH &amp; MR. HEMENDRA J. SHAH as the "Confirming Parties" of the second part and SHRI RAMESH C. JAIN as the "Transferee" of the third part, duly stamped and document registered under Serial No. BDR1-02052-2007 dated March 12, 2007 by Sub-Registrar Andheri-1 (Bandra).</p> <p>b) Original Stamp Duty Receipt dated 09/03/2007 for Rs. 1,92,600/- in the name of Shri Ramesh C. Jain.</p>

*A. Mohale*

		<p>c) Original Registration Receipt No.2068 (document registered under Serial No.BDR1-02052-2007) dated 12/03/2007 for Rs.30,320/- in the name of Shri Ramesh C. Jain, by Sub-Registrar Andheri-1 (Bandra).</p> <p>d) Original Registration Agreement for Sale dated 24/03/1981 executed between JYOTSNA VINAYAKANT GANDHI (Proprietor of M/s. Jeeve Enterprise) as the "Vendor" of the one part and SHRI. JITENDRA JAGMOHANDAS SHAH, SMT USHA JITENDRA SHAH &amp; MR. JAGMOHAN VIRJI SHAH as the "Purchaser" of the other part, duly stamped and document registered under Serial No. 494-1981 dated March 07, 1981 by Sub-Registrar Bombay (Bandra).</p> <p>e) Original Registration Receipt (Document registered under Serial No.494/1981) dated 07/03/1981 for Rs.1,594/- in the name of Shri Jitendra Jagmohandas Shah, by Sub-Registrar Bombay (Bandra).</p> <p>f) Original Share Certificate No.10 dated 08/03/1987 distinctive five shares Nos. from 046 to 050 each of Rs.50/- standing in the name of Shri Jitendra J. Shah as the bonafide member of the V. P. Anand Kanchan Co-operative Housing Society Limited.</p> <p>g) Copy of Occupation Certificate No. CE/7557/BSII/AK dated 31/01/1981 issued by MCGM.</p>
b)	<p>Nature of documents verified and as to whether they are Originals or certified copies or registration extracts duly Certified.</p> <p>Note: Only originals or certified extracts from the</p>	As at 4 (a) above

*As at 4 (a) above*

	Registering/land/revenue/o ther authorities be examined.	
5.	Whether certified copy of all title documents are obtained from the relevant sub- registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)	To be verified.
6 a)	Whether the records of registrar of Office or revenue authorities relevant to the property in question are available for verification through any online portal or computer systems?	No
b)	If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	No
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?	No
7. a)	Property Offered as security falls with in the jurisdiction of which Sub-Registrar Office?	Mumbai
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 -	No

A 21/11/2010

	General if so, please name all such Offices?	
c)	Whether search has been made at all the offices named at (b) above?	Yes.
d)	Whether the searches in the Offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property question?	No
8.	<p>Flow of titles tracing out the title, of the intended Mortgagor and his/ its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a Further period, depending on the need for clearance of Such clog on the Title.</p> <p><b>In case of property offered as security for loans of Rs. 100 crore and above search of title / encumbrances for a period of not less that 30 years is mandatory (Separate Sheets may be used).</b></p> <ol style="list-style-type: none"> <li>1. It is observed from the documents submitted before us that, one Mr. Subodhchandra Chimanlal Parikh &amp; Mrs. Aruna Subodhchandra Parikh were well seized and possessed of all that piece or parcel of land admeasuring about 1152 sq. yards i.e., equivalent to 1070.25 sq.mtrs, bearing Original Plot No. 115 and Final Plot No. 241 of Ville Parle Town Planning Scheme No.II and bearing Bombay Municipality 'K' Ward Nos. 763(1), (2), (2A) and bearing City Survey No.1259, 1259/1 to 7, lying being and situated at Sir Phirozshah Mehta Road, Ville Parle (East), Mumbai-400 057, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.</li> <li>2. Further it is observed that, by Agreement dated 24/11/1979 the said Mr. Subodhchandra Chimanlal Parikh &amp; Mrs. Aruna Subodhchandra Parikh have sold the said property to one M/s. Kamala Builders upon the proper consideration.</li> <li>3. Further it is observed that, the said M/s. Kamala Builders had obtained necessary approvals and permission from the competent authority to construct residential building/s known as " Anand Kanchan" on the aforesaid property with a view to sell the flats and premises to prospective purchasers on ownership basis.</li> <li>4. It is further observed that, by Agreement dated 29/01/1981 the said M/s. Kamala Builders sold the captioned flat to the Jyotsna Vinayakant Gandhi</li> </ol>	

*Amritha*



	<p>(Proprietor of M/s. Jeeve Enterprise) upon the proper consideration.</p> <p>5. Further it is observed that, by Registered Agreement for Sale dated 24/03/1981 executed between Jyotsna Vinayakant Gandhi (Proprietor of M/s. Jeeve Enterprise) as the "Vendor" of the one part and Shri. Jitendra Jagmohandas Shah, Smt. Usha Jitendra Shah &amp; Mr. Jagmohan Virji Shah as the "Purchaser" of the other part duly stamped and document registered under Serial No.494-1981 dated 07/03/1981, by Sub-Registrar Bombay (Bandra), the said vendor sold and transferred her right, title and interest in respect of the said flat to the purchaser upon the proper consideration.</p> <p>6. It is observed that, the said building formed Co-operative Housing Society Limited in the name and style of "V. P. Anand Kanchan Co-operative Housing Society Limited" a society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 vide Registration No. KE/6995 of 1982. Further the said society has issued a Share Certificate No.10 dated 08/03/1987 distinctive five share Nos. from 046 to 050 each of Rs.50/- standing in the name of Shri. Jitendra J. Shah as the bonafide member of the V. P. Anand Kanchan Co-operative Housing Society Limited in respect of Flat No.302.</p> <p>7. It is further observed that, the said Mr. Jagmohan Virji Shah died leaving behind him Mr. Pravinbhai J. Shah, Mr. Madhukant J. Shah &amp; Mr. Hemendra J. Shah as his legal heirs and representatives.</p> <p>8. Finally it is observed that, by Registered Deed of Transfer dated 10/03/2007 executed between SHRI JITENDRA JAGMOHANDAS SHAH &amp; MRS. USHA JITENDRA SHAH as the "Transferors" of the one part and MR. PRAVINBHAI J. SHAH, MR. MADHUKANT J. SHAH &amp; MR. HEMENDRA J. SHAH as the "Confirming Parties" of the second part and SHRI RAMESH C. JAIN as the "Transferee" of the third part, duly stamped and document registered under Serial No. BDR1-02052-2007 dated March 12, 2007 by Sub-Registrar Andheri-1 (Bandra), the said transferors sold and transferred their right, title and interest in respect of the said flat to the transferees upon the total consideration of Rs.42,00,000/- and confirming parties have confirmed the same.</p> <p>Thus I am of the opinion that the title of said SHRI. RAMESH C. JAIN have quiet, vacant, peaceful possession of the captioned flat and have clear, valid, marketable title free from all encumbrances to the said flat.</p>	
9.	Nature of Title of the intended Mortgagor over the Property (whether full	The MR. RAMESH C. JAIN is the Owner of the said Property.

*Amalendu*

	ownership rights, Leasehold Rights, Occupancy /Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.).	
10	<p>If leasehold, whether,</p> <p>a) Lease Deed is duly stamped and registered.</p> <p>b) Lessee is permitted to mortgage the leasehold right.</p> <p>c) duration of the Lease/unexpired period of lease,</p> <p>d) If, a sub-lease, check the lease deed in favour of lessee As to whether Lease deed permits sub-leasing and Mortgage by Sub-Lessee also.</p> <p>e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?</p> <p>f) Right to get renewal of the leasehold rights and nature thereof.</p>	N.A.
11.	If Govt. grant/allotment/Lease-Cum/Sale Agreement whether;	N.A.
	Grant / agreement etc. provides for alienable rights to the mortgagor with or without conditions.	N.A
	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.	<p>If occupancy right, whether;</p> <p>a) Such right is heritable and</p>	

A 7/2/2018

	transferable, b) Mortgage can be created.	YES
		YES
13.	Nature of Minor's interest, if any and if so, whether Creation of mortgage could be possible-the Modalities/procedure to be followed and the reasons for Coming to such conclusion.	N.A.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether.	N.A.
	a) The Gift/Settlement Deed is duly stamped and registered.	N.A.
	b) The Gift/Settlement Deed has been attested by two witnesses:	N.A.
	c) The Gift/Settlement Deed transfers the property to Donee.	N.A.
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	N.A.
	e) Whether there is any restrictions on the Donor in executing the Gift/Settlement Deed in question.	N.A.
	f) Whether the Donee is in possession of the gifted property:	N.A.
	g) Whether any life interest is reserved for the Donor or any other persons and whether there is a need for any other person to join the creation of	N.A.

A 27/10/2012

	mortgage.	
	h) Any other aspect affecting the validity of the title passed through the Gift/Settlement Deed	N.A.
15 a)	In case of partition /settlement deeds, whether the original Deed is available for deposit. If not the modality /procedure To be followed to create a valid and enforceable mortgage.	N.A.
b.	Whether mutation has been effected and whether the Mortgagor is in possession and enjoyment of his share.	N.A.
c.	Whether the partition made is valid in law and the Mortgagor has acquired a mortgage able title thereon.	N.A.
d.	In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with.	N.A.
e.	Whether any of the documents in question area executed in counterparts or in more that one set? It so additional precautions to be taken for avoiding multiple mortgages?	N.A.
16.	Whether the title documents include any testamentary documents / wills?	N.A.
a.	In case of wills, whether the will is registered or unregistered Will?	N.A.
b.	Whether the Will in the matter needs a mandatory	N.A.

*A. 22/2/2016*

	probate and if so whether the same is probated by a competent court?	
c.	Whether the property is mutated on the basis of will?	N.A.
d.	Whether the Original Will is available?	N.A.
e.	Whether the Original Death Certificate of the testator is available?	N.A.
f.	What are the circumstances and/or documents to establish the will in question is the last and final Will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness / validity of the Will, all parties have acted upon the Will, etc. which are relevant to rely on the Will, availability of Mother / Original title deeds are to be explained)	N.A.
17.	(a) Whether the property is subject to any wakf rights?	N.A.
	(b) Whether the property belongs to church / temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A.
	(c) Precautions/Permissions, if any respect of the above cases for creation of mortgage?	N.A.
18.	(a) Where the property is a HUF/Joint family property, mortgage is created for	N.A.

A. M. Shukla

	family benefit/legal necessity, whether the Major Co-parceners have no objection/join in execution minor's share if any, rights of female members etc.	
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A.
	(b) Whether the trust is a private or public trust and Whether trust deeds specifically authorizes the mortgage of the property?	N.A.
	(c) if so additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	(d) Requirements, if any creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	N.A.
	(b) In case of Agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity	N.A.

*As per*

	of the title and right to enforce the mortgage?	
	(c) In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	N.A.
21.	Whether the property is affected any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)	N.A.
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	N.A.
	(b) Whether any search / enquiry is made with the land Acquisition Office and the outcome of such search/enquiry.	N.A.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	N.A.
	(b) If so, whether such litigation would adversely effect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	(c) Whether the title documents have any court seal/marking which points out any	N.A.

A2/Dhull

	litigation/attachment/security to court in respect of the property in question" In such case please comment on such seal/markings.	
24.	(a) In case of partnership firm, Whether the property belongs to the firm and the deed is property registered.	N.A.
	(b) Property belonging to partners, Whether thrown on hotchpot? Whether formalities from the same have been completed as per applicable laws?	N.A.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association / provision for common seal etc.	N.A.
26.	In case of Societies, Associations, the required authority/power to Borrower and whether the mortgage can be created, and the requisite resolutions by-laws.	N.A.
27.	(a) Whether any POA is involved in the chain of title?	N.A.
	(b) Whether the POA	

*7/12/2016*



	involved is one coupled with interest, i.e. a Development Agreement - Cum - Power of Attorney. If so please clarify Whether the same is registered document and hence it has crated an interest in favor 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 involves is (i) one executed by the Builders viz. Companies / Firms / Individual or Proprietary Concerns in favor of their Partners/Employees/ Authorized Representatives to sign Flat Allotment Letter, NOC'S Agreements of Sale, Sale Deeds, etc in favor of buyers of flats/units (Builder's POA) or (ii) other type of POA (common POA).	N.A.
	(d) In case of Builder's POA Whether a certified copy of POA is available and the same has been verified /compared with the original POA.	N.A.
	(e) In case of Common POA (i.e. POA other that Builders' POA) please clarify the following clauses in respect of POA.	N.A.
	i. Whether the original POA is verified and the title investigation is done on the	N.A.

AJ 20/11/20

	basis of original POA?	
	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 documents 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 the mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped /authenticated in terms of the Law of the place where it is executed.	N.A.
29.	If the Property is a flat/apartment or residential / commercial complex, check and comment on the following	A Residential Flat
a.	Developer's/Land owner's title to the land/building	Owner's Title to the said Property is clear and marketable.

*Amal*

b.	Development Agreement for Sale / power of Attorney	Agreement dated 24/11/1979
c.	Extent of authority of the Developer/builder.	Develop and sell and receive remuneration
d.	Independent title verification of the land and/or building in Question.	N.A.
e.	Agreement for Sales for Sale	YES
f.	Payment of proper stamp duty	YES
g.	Requirement of Registration of Sale Agreement Development Agreement, POA etc.	N.A.
h.	Approval of Building Plan, permission of appropriated/local authority etc.	YES, Approved
i.	Conveyance in favor of Society / Condominium concerned.	Yet to be done
j.	Occupancy Certificate/ Allotment Letter/Letter of Possession.	OC Verified.
k.	Membership details in the Society etc;	YES
l.	Share Certificate.	Verified
m.	No objection letter from the society	NOC from Society is required
n.	All legal requirements under the local/Municipal laws, Regarding ownership of Shops/Apartments/Building Regulation, Development Control Regulations, Co-operative Societies Laws etc.	YES
o.	Requirements, for noting the Bank charges on the records	YES, in society records

*Handwritten signature*

	of the Housing Society, if any.	
p.	If the property is vacant land and construction is yet to be made, approval by lay-out and other precautions, if any.	N.A.
q.	Whether the numbering the pattern of the Units/flats tally in all documents such as approved plan, agreement plan etc.	YES
30.	Encumbrance, Attachments, and/or claims whether of Government, Central or State or other local authorities or Third Party claim, Leins etc. And details thereof.	NONE
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favor the encumbrance is created and if so, satisfaction of chare if any.	30 Years
32.	Details regarding property tas or land revenue or other statutory dues paid/payable as on date and if not paid what remedy?	N.A.
33.	<p>a. Urban land ceiling clearance, whether required And if so, details thereon.</p> <p>-----</p> <p>Whether No Objection Certificate under the income Tax Act is required/ obtained.</p>	<p>N.A.</p> <p>N.A.</p>
34.	Details of RTC extracts /mutation extracts/ Katha extracts Pertaining to the property in question.	N.A.
35.	Whether the name of	N.A.

*A. B. Kulk*

	mortgagor is reflected as owner in the revenue/Municipal/Village records?	
36.	(a) Whether the property offered as security is clearly demarcated?	N.A.
	(b) Whether the demarcation / partition of the property is legally valid?	N.A.
	(c) Whether the property has clear access as per documents?	N.A.
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection. (b) Document in relation to water connection. (c) Document in relation to Sales Tax Registration, if any applicable. (d) Other utility, if any	YES
38.	In respect of the boundaries of the property, whether there is a difference / discrepancy if any of the title documents or any other documents (such as valuation report, utility, bills etc.) or the actual current boundary? If so please elaborate / comment on then same.	N.A.
39.	If the valuation report and/or approved / sanctioned plans are made available, please comment on the same	

*A. S. Shinde*

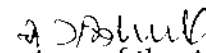
	including the comments on the description and boundaries of the property on the said document and that the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate)	NO
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of property registration of documents, payment of property Stamp duty	NIL
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property as security?	YES
42.	In case of absence of original titles deeds, details of legal And other requirements for creation of a proper, valid and Enforceable mortgage by deposit of certified extracts duly Certified etc., as also any precaution to be taken by the Bank in this regard.	N.A.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N.A.
44.	Additional aspects relevant	

*A. S. S. S. S.*

	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.	Equitable Mortgage recommended
46.	The specific person who are required to create Mortgage/to deposit document creating mortgage.	Authorized Person of SHRI RAMESH C. JAIN is required to deposit the Document creating Mortgage.

Place : Mumbai

Date : 14/03/2014

  
Signature of the Advocate