

SBI  
Vile Parle

# PRADEEP NAMDEO CHAVAN

B.S.L. LL.B

Advocate High Court

Bldg No. E - 6, Flat No. 5, Marol Police Camp, Andheri (E), Mumbai - 59.

Mobile No. - 9870428543 DATE: 25.5.2018

## Report of Investigation of Title in respect of immovable Property.

1	a) Name of the Branch/ Business State Bank of India, SME, Commercial Unit/Office seeking opinion. Branch, Vile Parle (East), Mumbai.												
	b) Reference No. and date of the letter under the cover of Nil. which the documents tendered for scrutiny are forwarded.												
	c) Name of the Mortgagor. - Shri.L.K. Pandey & Smt. Kusum Pandey												
2	a) Name of the unit/concern/ company/person offering the property/ (ies) as security. - M/s. Lokhandwala Construction Industries Ltd. Rewatex												
	b) Constitution of the unit Proprietorship concern												
	c) State as to under what capacity is security offered Borrowers.												
3	Complete description of the immovable property/(ies) offered as security including the following details  Flat bearing No.1204, adm. built up area of 1165 Sq. Ft. approx., situated on 12th Floor, in "B" Wing of the building No.3 Known as "WHISPERING PALMS BUILDING No.3" Co-operative Housing Society Ltd. situated at Akurli Rd, Kandivali (East), Mumbai - 400101 constructed on the piece and parcel of Non Agriculture land bearing City Survey Nos.177(Part), 178(part), 179(Part) & 180(Part) lying, being and situated at Village - Akurli, Taluka - Borivali & Dist. - Mumbai Suburban District within the Registration District Mumbai Suburban District and Sub District of Borivali and within local limits of Municipal Corporation of Greater Mumbai.												
4	a) Particulars of the documents scrutinized-serially and chronologically.												
	<table><thead><tr><th>Sr. No.</th><th>Date, Name/ Nature of the Document</th><th>Original/ Photocopy</th></tr></thead><tbody><tr><td>1.</td><td>Agreement for Sale dated 30.8.2011 registered on 30.8.2011 vide Document No. BDR 10 - 08102- 2011 made BETWEEN Shri. Subrata Dasgupta &amp; Smt. Seema Dasgupta (Vendors) AND Shri.L.K. Pandey &amp; Smt. Kusum Pandey (Purchasers)</td><td>Original</td></tr><tr><td>2.</td><td>Registration Receipt No.8108 dated 30.8.2011 issued by the Sub Registrar of Assurances, Borivali - 4.</td><td>Original</td></tr><tr><td>3.</td><td>Stamp Duty Receipt bearing Certificate No.IN-</td><td>Original</td></tr></tbody></table>	Sr. No.	Date, Name/ Nature of the Document	Original/ Photocopy	1.	Agreement for Sale dated 30.8.2011 registered on 30.8.2011 vide Document No. BDR 10 - 08102- 2011 made BETWEEN Shri. Subrata Dasgupta & Smt. Seema Dasgupta (Vendors) AND Shri.L.K. Pandey & Smt. Kusum Pandey (Purchasers)	Original	2.	Registration Receipt No.8108 dated 30.8.2011 issued by the Sub Registrar of Assurances, Borivali - 4.	Original	3.	Stamp Duty Receipt bearing Certificate No.IN-	Original
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3.	Stamp Duty Receipt bearing Certificate No.IN-	Original											





	MH04076294577812J dated 27.8.2011 issued by Government of Maharashtra	
4.	Agreement for Sale dated 10.11.1998 registered on 27.11.1998 vide document No. BBJ - 5045 - 1998 made and entered into between M/s. Sapphire Construction Pvt, Ltd.(Original Party) AND Shri. Subrata Dasgupta & Smt. Seema Dasgupta(Purchasers)	Original
5	Deed of Confirmation dated 03.11.1998 registered on 03.11.1998 vide document No.BBJ - 4571 - 1998 executed by M/s. Sapphire Construction Pvt. Ltd.	Original
6	Agreement for Sale dated 14.6.1995 made and entered into between M/s. Lokhandwala Construction Industries Ltd.(Developers) AND M/s. Sapphire Construction Pvt. Ltd.(Allottee)	Original
7	Title Clearance Certificate dated 04.4.1989 issued by Madhukar Munim & Co., Advocate	Photocopy
8	Share Certificate bearing No.132 with distinctive nos.00656 to 00660(both inclusive) dated 17.7.2004 issued by society.	Original
9	Occupancy Certificate dated 05.6.1996 issued by Municipal Corporation.	Photocopy
10	Property Card.	Photocopy
11	N.O.C. dated 21.8.2011 issued by society.	Original
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?	Yes
5bi	Whether all the pages in the certified copies of the title documents which are obtained directly from the Sub Registrar's Office have been verified page by page with the original documents submitted?	Yes
5b ii	Where the certified copies of the title documents are not made 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. (In case original title deeds is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)	Not applicable
5bi	Whether all the pages in the certified copies of the title documents which are obtained directly from the Sub Registrar's Office have been verified page by page with the original documents submitted?	Yes
6	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? -	Yes.
	b)If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard -	Entry checked & found to be correct.
	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 within the jurisdiction of which sub-registrar office? -	S.R.O. Borivali.
	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? -	Yes.
	c) Whether search has been made at all the offices named at (b) above? -	Yes.
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question? - No.	No.

8 CHAIN OF TRACING TITLE

- 1) After perusal of Agreement for sale and other documents produce before me, it appears that The Bombay Gowrakshak Mandali, a Society registered under the provisions of the Societies Registration Act, 1861 and also a public charitable trust registered under the provisions of the Bombay Public Trusts Act 1950 (hereinafter referred to as the said Trust). was seized and possessed of or otherwise well and sufficiently entitled to all those piece or parcels of land bearing C.T.S. No. 171/1A/10 admeasuring Sq. Mts. (hereinafter referred to as the said Property) of Village - Akurli, Taluka - Borivali, District - Mumbai Suburban District and within the registration District and Sub District of Mumbai Suburban District and within the local limits of Mumbai Municipal Corporation.
- 2) AND WHEREAS by an under an Agreement dated 13.12.1984, made between the Trustees of the said Trust of the one part and Shri. Siraj T. Lokhandwala of the other part, the said Trust granted the rights of development of the said land to the said Shri. Siraj T. Lokhandwala upon the terms and conditions and for the consideration stipulated in the said Agreement.
- 3) AND WHEREAS the said Shri. Siraj T. Lokhandwala had entered into the said Agreement as one of the Directors and for and on behalf of the M/s. Lokhandwala Construction Industries Ltd. (The Developers) herein and had intimated the said Trust about the same by his Advocate
- 4) AND WHEREAS pursuant to the said agreement, the said Trust made an application to the Charity Commissioner, Maharashtra State for sanction of the said agreement under the provisions of Section 36(1)(a) of Bombay Public Trusts Act, 1950 for grant of development rights and sale of the said lands under the said agreement.
- 5) AND WHEREAS by and under Order dated 16.7.1986 made by the Charity Commissioner, sanction was accorded to grant of development rights and sale of the said larger lands belonging to the said Trust, subject to the conditions recorded in the said Order.
- 6) AND WHEREAS pursuant to the said agreement, the said Trust had also made an application to the Competent Authority under the provisions of Section 20 of the Urban Land (Ceiling & Regulation) Act, 1976 for





exemption of the said lands which were excess of the ceiling limit.

- 7) In pursuance to the said Agreement and necessary orders from the competent authority and Charity Commissioner, the said Trust placed M/s. Lokhandwala Construction Industries Ltd. into peaceful and vacant possession of the above said property with right to deal with, to develop and dispose of the same.
- 8) In pursuance of the aforesaid documents, M/s. Lokhandwala Construction Industries Ltd. submitted building plans for development of the property. The Municipal Corporation granted development permission and approved building Plans.
- 9) It is observed that Municipal Corporation has issued I.O.D. dated 20.02.1989 under Section 346 of the Bombay Municipal Corporation Act as amended up to date, Municipal Corporation has disapproved the proposal subject to the reasons therein mentioned.
- 10) It appears that Municipal Corporation has granted development permission and granted Commencement Certificate dated 23.5.1989 under section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966 to carry out the development for proposed redevelopment on the subject plot and building permission under section 346 of the Bombay Municipal Corporation Act, 1898 to erect a building on the subject plot subject to the conditions therein mentioned.
- 11) By virtue of the said Agreement, necessary orders from the competent authority and Charity Commissioner and permission/s granted by Municipal Corporation, M/s. Lokhandwala Construction Industries Ltd. are thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the above said property and are entitled to develop the said property and to construct the buildings thereon and alone have sole & exclusive right to sell the Flats/Shops/Offices/Premises in the proposed building to be constructed on the said property and to enter into Agreements with the prospective purchasers and to receive full sale price in respect of that and appropriate the same.
- 12). It appears that the said M/s. Lokhandwala Construction Industries Ltd., have drawn up a scheme for developing the said lands by constructing a building on it and selling the individual Flat/ Shops/ Offices to the interested persons on ownership basis with intention that in due course the acquirers of such Flat/ Shops/ Offices would get registered a Co-operative Society, and the promoters would transfer and convey the said lands together with building constructed thereon to such society duly formed and registered under the provisions of Maharashtra Co-operative Societies Act, 1960 as the nominee of the Promoters, and further that the society would recognize the individual Flat/ Shops/ Offices holders as its members with right to occupy and enjoy the same in accordance with the bye-laws of the said society.
- 13) By and under Agreement for Sale dated 14.6.1995 made and entered into between M/s. Lokhandwala Construction Industries Ltd.(Developers) AND M/s. Sapphire Construction Pvt. Ltd.(Allottee), the said the developer has agreed to sell, convey and transfer the subject flat to the Allottee for the





consideration of Rs.8,50,000/- and upon terms and conditions therein contained. The said agreement was not duly stamped and registered as required under the provisions of Bombay Stamp Act, 1958 and Indian Registration Act, 1908.

14) Therefore by and under Deed of Confirmation dated 03.11.1998 registered on 03.11.1998 vide document No.BBJ - 4571 - 1998 executed by M/s. Sapphire Construction Pvt. Ltd., the party has confirmed that they have entered into the above said agreement dated 14.6.1995 and all terms and conditions of the said agreement are complied with and the said agreement is still valid, subsisting and binding upon the parties.

15) By and under Agreement for Sale dated 10.11.1998 registered on 27.11.1998 vide document No. BBJ - 5045 - 1998 made and entered into between M/s. Sapphire Construction Pvt, Ltd.(Original Party) AND Shri. Subrata Dasgupta & Smt. Seema Dasgupta(Purchasers), the said the Original Party has agreed to sell, convey and transfer the subject flat to the Purchasers for the consideration of Rs.18,05,750/- and upon terms and conditions therein contained. The said agreement was duly stamped and registered as required under the provisions of Bombay Stamp Act, 1958 and Indian Registration Act, 1908.

16) Flat purchasers of the subject building came together and formed & registered Co-operative Housing Society under the Provisions of Maharashtra Co-operative Societies Act, 1960 in the name and style as "WHISPERING PALMS BUILDING No.3" Co-operative Housing Society Ltd. The said society is registered under serial No. BOM/W-R/HSG/T.C./11623 of 2002-2003 dated 18.4.2002 with the Dy. Registrar of Co-operative Societies. The said society was pleased to issue 5 Shares of Rs.50/- each under Share Certificate bearing No.132 with distinctive nos.00656 to 00660(both inclusive) dated 17.7.2004 in the name of abc in capacity of member of said society.

17) By and under Agreement for Sale dated 30.8.2011 registered on 30.8.2011 vide Document No. BDR 10 - 08102- 2011 made BETWEEN Shri. Subrata Dasgupta & Smt. Seema Dasgupta (Vendors) AND Shri.L.K. Pandey & Smt. Kusum Pandey (Purchasers), the developer has agreed to sell, transfer & assign and the Purchaser herein has agreed to purchase and acquire Flat bearing No.1204, adm. built up area of 1165 Sq. Ft. approx., situated on 12th Floor, in "B" Wing of the building No.3 Known as "WHISPERING PALMS BUILDING No.3" Co-operative Housing Society Ltd. situated at Akurli Rd, Kandivali(East), Mumbai - 400101 for full and final consideration of Rs.1,22,00,000/- and upon terms and conditions therein contained. Shri.L.K. Pandey & Smt. Kusum Pandey paid Rs.82,00,000/- towards earnest money and same is admitted and acknowledged by the Developer in Receipt in that regard which is attached to the agreement.

18) Shri.L.K. Pandey & Smt. Kusum Pandey paid Registration Fees of Rs.30,000/- vide Registration Receipt No.8108 dated 30.8.2011 issued by the Sub Registrar of Assurances, Borivali - 4 in that regard. After perusal of Stamp Duty Receipt bearing Certificate No.IN-MH04076294577812J dated





27.8.2011 issued by Government of Maharashtra, it appears that Shri.L.K. Pandey & Smt. Kusum Pandey also paid Rs.5,92,700/- towards Stamp Duty. The said society was pleased to transfer shares on 12.8.2012 in the name of Shri. L.K. Pandey & Smt. Kusum Pandey.

19) After perusal of Title Clearance Certificate dated 04.4.1989 issued by mahdukar Munim & Co., Advocate, it is seen that he has investigated title of the said property and in his opinion the title of the said property is clear and marketable and the said property is free from encumbrances. I have also caused the search of the said property through my search clerk and he has submitted search report to me. On verifying said search report, I have not come across any entry of charge or mortgage, which would adversely affect title of the subject property. Therefore I confirm that subject property is free from encumbrances of whatsoever in nature.

20) After perusal of Occupancy Certificate dated 05.6.1996 issued by Municipal Corporation, it appears that said Developer has constructed subject building as per approved plan and specification and hence Municipal Corporation was pleased to grant permission to the developer to permit flat purchasers to occupy the said building. C.T.S. Nos. mentioned in Property Card, Commencement Certificate and Occupancy Certificate are one and the same and hence it can be said that this Occupancy Certificate dated 05.6.1996 is issued in respect of subject building.

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.)	Full Ownership Rights.
10	If leasehold, whether;	No
	a) lease Deed is duly stamped and registered	Not applicable.
	b) lessee is permitted to mortgage the Leasehold right,	Not applicable.
	c) duration of the Lease/unexpired period of lease,	Not applicable.
	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	Not applicable.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not applicable.
	f) Right to get renewal of the leasehold rights and nature thereof. If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	Not applicable.
11	f) Right to get renewal of the leasehold rights and nature thereof. If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions.	Not applicable, as subject land is ownership land and not leasehold.
	Whether the mortgagor is competent to create charge on such property?	Not applicable.
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not applicable.
12	If occupancy right, whether;	No



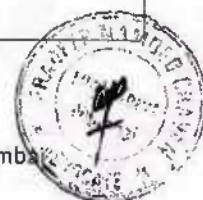


	a) Such right is heritable and transferable,	Not applicable.
	b) Mortgage can be created.	Not applicable.
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Nil.
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;	Not applicable.
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not applicable.
	c) The Gift/Settlement Deed transfers the property to Donee;	Not applicable.
	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;	Not applicable.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not applicable.
	f) Whether the Donee is in possession of the gifted property;	Not applicable.
	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;	Not applicable.
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not applicable.
15	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with. (e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not applicable
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?	
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not applicable.
	(c) Whether the property is mutated on the basis of will?	Not applicable.





	(d) Whether the original will is available?	Not applicable.
	(e) Whether the original death certificate of the testator is available?	Not applicable.
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not applicable.
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?	Not applicable.
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?	Not applicable.
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?	Not applicable.
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not applicable.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter	Not applicable.
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?	Not applicable.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Not applicable.
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.),	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.	
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.	Not applicable.
24	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not applicable, as property belongs to individual/s.
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not applicable.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not applicable.
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 16 charges with the Company Registrar (ROC). Articles of Association /provision for common seal etc.	No
b i	Whether the property (to be mortgaged) is purchased by the above Company or Limited Liability Partnership (LLP) Firm?	Yes / No.
bii	If yes, Whether the search of the charges of the property (to be mortgaged) has been carried out with the Registrar of Companies (ROC) in respect of such Vendor Company / LLP (Seller) and the Vendor company (Purchaser)?	Not applicable.
biii	Whether the above search of the charges reveals any prior charge / encumbrances, on the property (Proposed to be mortgaged) created by the Vendor Company (Seller)?	Not applicable.
biv	If the Search reveals encumbrances/ charges. Whether such charges / encumbrances have been satisfied ?	Not applicable
26	In case of Societies, Association, the required authority/power to Mortgagor and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not applicable.
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.	Not applicable.
	(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).	Not applicable.
	(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.	Not applicable.





	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not applicable.
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA? • Whether the POA is a registered one? • Whether the POA is a special or general one?	Not applicable.
	iv. Whether the POA contains a specific authority for execution of title document in question?	
	(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?)	Not applicable.
	(g) Please comment on the genuineness of POA?	Not applicable.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	Not applicable.
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 flat/apartment or residential/commercial complex, check and comment on the following:		
(a) Promoter's/Developers/Land owner's title to the land/ building;	Developer has clear title and authorized to construct subject building	
(b) Development Agreement/Power of Attorney;	Not applicable as sanction for sale was granted by Charity Commissioner, Maharashtra State.	
(c) Extent of authority of the Developer/builder;	Developer has Full authority to develop the subject land and construct subject building.	
(d) Independent title verification of the Land and/or building in question;	Verification done at Sub Registrar's Office.	
(e) Agreement for sale (duly registered);	Yes, it's duly Registered.	
(f) Payment of proper stamp duty;	Yes, requisite stamp duly paid.	
(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Agreement is duly registered.	
(h) Approval of building plan, permission of appropriate/local authority, etc.	Local authority has approved building plans.	
(i) Conveyance in favour of Society/ Condominium concerned;	Not yet, as informed.	
(j) Occupancy Certificate/allotment letter/letter of possession;	Occupancy Certificate is already issued in respect of subject building.	





(k) Membership details in the Society etc.;	Shri.L.K. Pandey & Smt. Kusum Pandey are members of society.
(l) Share Certificates;	Shares are already transferred in the name of Shri.L.K. Pandey & Smt. Kusum Pandey on 12.8.2012.
(m) No Objection Letter from the Society;	NOC should 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.;	Legal requirements under local laws are complied with.
(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	At this stage Charge should be noted 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.	Land is not vacant and subject building is standing thereon.
(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes, it tallies with plan.
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	The subject property is mortgaged to 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.	30 years i.e. from 1989 to 2018. State Bank of India.
32 Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Question of tax paid receipt at this stage does not arise.
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	Now abolished and not applicable.
34 Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Records of Flat/Shop not maintained with Revenue authorities
35 Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Question does not arise.
36 (a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	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;	Yes.






	(b) Document in relation to water connection; •Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	
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.	Valuation report is not provided to me.
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.	No.
41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes.
42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard	Not applicable, as all original title deeds are available.
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.	Nil.
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Nil.
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mortgagor. Shri.L.K. Pandey & Smt. Kusum Pandey
47	1) Whether the Real Estate Project comes under the Real Estate (Regulation and Development) Act, 2016?	Not applicable
	2) Whether the project is registered with the Real Estate Regulatory Authority? If So, the details of such registration are to be furnished.	Not applicable
	3) 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?	Not applicable

DATE: 25.5.2018

Place : Mumbai.

  
 Pradeep Namdeo Chavan  
 (Advocate High Court)
**PRADEEP NAMDEO CHAVAN**

Advocate High Court

E-6/5 Marol Police Camp,

Andheri (E), Mumbai - 400059.

Mob : 98-0428543 / 8850745562

Email : Pradeepchavanbdc@gmail.com

13, 3<sup>rd</sup> Flr, RAYFREDA Bldg., Plot No.52, Kurla Road MIDC Junction, Chakala Church, Andheri (E), Chakala, Mumbai



# PRADEEP NAMDEO CHAVAN

B.S.L LL.B

Advocate High Court

Bldg No. E - 6, Flat No. 5, Marol Police Camp, Andheri (E), Mumbai - 59.

Mobile No. - 9870428543 DATE: 25.5.2018

Annexure - C: Certificate of title.

1. I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) 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 Equitable 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 relevant Sub-Registrar(s) Office(s). 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. - The title deeds are genuine.
5. The subject Property is mortgaged to State Bank of India and except that there are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1989 to 2018 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The subject property is mortgaged to State Bank of India and except that 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 - State Bank of India will have first and question of second or subsequent charge does not arise.
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of - Minor's interest are not there in the subject property.
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Mortgagor M/s. Rewatex.
9. I certify that Shri.L.K. Pandey & Smt. Kusum Pandey has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage is already created by State Bank of India, SME, Commercial Branch, Vile Parle (East), Mumbai and the said Mortgage would be enforceable in the court of law.





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 Agreement for Sale dated 30.8.2011 registered on 30.8.2011 vide Document No. BDR 10 - 08102- 2011 made BETWEEN Shri. Subrata Dasgupta & Smt. Seema Dasgupta (Vendors) AND Shri.L.K. Pandey & Smt. Kusum Pandey (Purchasers).
2	Original Registration Receipt No.8108 dated 30.8.2011 issued by the Sub Registrar of Assurances, Borivali - 4.
3	Original Stamp Duty Receipt bearing Certificate No.IN-MH04076294577812J dated 27.8.2011 issued by Government of Maharashtra
4	No Objection cum lien noting letter from society
5	Copy of Occupancy Certificate issued by Municipal Corporation.
6	All original money paid Receipts.
7.	Original Agreement for Sale dated 14.6.1995 made and entered into between M/s. Lokhandwala Construction Industries Ltd.(Developers) AND M/s. Sapphire Construction Pvt. Ltd.(Allottee)
8	Original Deed of Confirmation dated 03.11.1998 registered on 03.11.1998 vide document No.BBJ - 4571 - 1998 executed by M/s. Sapphire Construction Pvt. Ltd.
9	Original Agreement for Sale dated 10.11.1998 registered on 27.11.1998 vide document No. BBJ - 5045 - 1998 made and entered into between M/s. Sapphire Construction Pvt, Ltd.(Original Party) AND Shri. Subrata Dasgupta & Smt. Seema Dasgupta(Purchasers)
10	Original Share Certificate bearing No.132 with distinctive nos.00656 to 00660(both inclusive) dated 17.7.2004 issued by society


11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

12. It is certified that the property is SARFAESI Compliant.

#### SCHEDULE OF THE PROPERTY (IES)

Flat bearing No.1204, adm. built up area of 1165 Sq. Ft. approx., situated on 12th Floor, in "B" Wing of the building No.3 Known as "WHISPERING PALMS BUILDING No.3" Co-operative Housing Society Ltd. situated at Akurli Rd, Kandivali(East), Mumbai - 400101 constructed on the piece and parcel of Non Agriculture land bearing City Survey Nos.177(Part), 178(part), 179(Part) & 180(Part) lying, being and situated at Village - Akurli, Taluka - Borivali & Dist. - Mumbai Suburban District within the Registration District Mumbai Suburban District and Sub District of Borivali and within local limits of Municipal Corporation of Greater Mumbai.

DATE: 25.5.2018  
Place : Mumbai.

  
Pradeep Namdeo Chavan  
(Advocate High Court)

**PRADEEP NAMDEO CHAVAN**

Advocate High Court

E-6/5 Marol Police Camp,

Andheri (E), Mumbai - 400059.

Mob.: - 9870428543 / 8850745582

Email : Pradeepchavanbeed@gmail.com



# **PRADEEP N.CHAVAN**

B.S.L & LL.B

(Advocates High Court, Mumbai)

Flat No. 5, Bldg. No. E- 6, Marol Police Camp, Andheri (East), Mumbai - 400 059

DATE: 25.5.2018

Sub: Investigation of title of Flat bearing No., adm. built up area of Sq. Ft. approx., situated on Floor, in "" Wing of the building Known as situated at (East), Mumbai - 400 0, land bearing City Survey Nos.177(Part), 178(part), 179(Part) & 180(Part) lying, being and situated at Village - Akurli, Taluka - Borivali & Dist. - Mumbai Suburban District.

Dear Sir/Madam,

As per your instructions, I have taken the search of above mentioned property at Bandra, Goregaon & Borivali, Sub-Registrar Office from 1989 to 2018 (30 Years). During the course of my search, the following details were found:-

1989 to 2018 at Bandra, Goregaon & Borivali, Registrar Office :-

1989 }	
To	Torn
1991 }	
1992 }	
To	SPT
1996 }	
1997 }	Torn
1998 }	
To	SPT
2012 }	
2013 }	
To	Books are (Index II) Not Ready.
2018 }	

Computer Record





2002 } Nil\*

2003 } Nil\*

2004 } Nil\*

2005 } Nil\*

2006 } Nil\*

2007 } Nil\*

2008 } Nil\*

2009 } Nil\*

2010 } Nil\*

2011 Doc No.BDR 10 - 8102 - 2011

Agreement for Sale
Registration Date : 30.8.2011
Subrata Dasgupta & Smt. Seema Dasgupta
To
L.K. Pandey & Kusum Pandey

[ Schedule : Flat bearing No.1204, adm. built up area of 1165 Sq. Ft. approx., situated on 12th Floor, in "B" Wing of the building No.3 Known as "WHISPERING PALMS BUILDING No.3" Co-operative Housing Society Ltd. situated at Akurli Rd, Kandivali(East), Mumbai - 400101 City Survey Nos.177(Part), 178(part), 179(Part) & 180(Part) lying, being and situated at Village - Akurli, Taluka - Borivali & Dist. - Mumbai Suburban District]

2011 } Nil\*

2012 } Nil\*

2013 } Nil\*





2014 Doc No.BRL 9 - 1309 - 2014

Agreement relating to Deposit of Title Deeds
Registration Date : 16.4.2014
L.K. Pandey & Kusum Pandey
To
State Bank of Bikaner & Jaipur

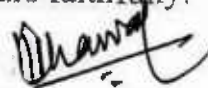
| Schedule : Flat bearing No.1204, adm. built up area of 1165 Sq. Ft. approx., situated on 12th Floor, in "B" Wing of the building No.3 Known as "WHISPERING PALMS BUILDING No.3" Co-operative Housing Society Ltd. situated at Akurli Rd, Kandivali(East), Mumbai - 400101 City Survey Nos.177(Part), 178(part), 179(Part) & 180(Part) lying, being and situated at Village - Akurli, Taluka - Borivali & Dist. - Mumbai Suburban District]

2015, 2016, 2017 & 2018 } Books (Index II) Not Ready

Record (Index II) of 2015, 2016, 2017 & 2018 are not bound properly so manual Search Could not be done. I have done only Online Computer Search.

Note:\*this sign indicate that in the office of the Sub-Registrar most of the records (Index II) Manual Record are found in torn and mutilated condition, so there is a chance of Manual Mistake.

Yours faithfully.



Pradeep Chavan  
(Advocate High Court)

**PRADEEP NAMDEO CHAVAN**

Advocate High Court  
E-6/5 Marol Police Camp,  
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