

SUCHARITA PATRA
Advocate, High Court, Bombay,

Office:

Room No. 10/18, 2nd floor
Prakash Chamber,
77, Nagindas Master Road
Fort, Mumbai-400 023

Residence:

Flat No.B-2201,
Rushi Heights, Riddhi Garden,
Film City Road, Goregaon(E)
Mumbai-400097

Mobile : 09322927345

Email: advsucharita@gmail.com

Date: 13/05/2022

To

State Bank of India
Diamond Branch , BKC,
Bandra (East), Mumbai

ANNEXURE-B

Report of Investigation of Title in respect of immovable Property

Sl. No. 1.	a.	Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India Diamond Branch , BKC, Bandra (East), Mumbai
	b.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	-----
	c.	Name of the Borrower.	M/s. Ritesh Exports
2.	a	Type of Loan	Business Loan
	b	Type of property	Office Unit
3.	a	Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s. Ritesh Exports
	b	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Partnership firm
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As the Borrower / Guarantor
4.	a	Value of Loan (Rs. in crores)	--
5.		Complete or full description of the immovable property (ies) offered as security including the following details.	
	a	Survey No.	As mentioned below
	b	Door/House no. (in case of house property)	
	c	Extent/ area including plinth/ built up area in case of house property	
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	

[Signature]



		Office No.118A and 118B, on the 1st Floor, of the Society known as "Shreeji Chambers Premises Co-operative Society Limited, at Tata Road No.01 and 02, Opera House, Opp. Prasad Chambers, Mumbai-400004, constructed on the plot of land bearing Cadastral Survey No.8 /1487 and 9/1487 of Girgaum Division, Mumbai City District and within the limits of Brihanmumbai Municipal Corporation.		
6.	a	Particulars of the documents scrutinized-serially and chronologically.	A mentioned below	
	b	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.	Original documents verified in the Bank	
Sl. No	Date	Name & Nature of document	Original / certified copy certified extract Photo copy etc	In case of copies, whether the Original was scrutinized by the advocate
I	10/06/1996	Agreement dated 10 th June, 1996, executed between M/s. Purported Investments Private Limited, therein referred to as 'Vendor' and Mr. Shailesh Nagindas Shah, Mr. Deepak Nagindas Shah & Mr. Mukesh Kantilal Shah of M/s. Ritesh Export, therein referred to as 'Purchaser' duly registered under Registration. No.BBE-2026-1996 on 10.06.1996	Photo copy	Certified copies deposited with bank. Originals have been misplaced
II	18/09/2010	Share Certificate bearing Nos.41 to 44 issued by Shreeji Chambers Premises Cooperative Society Limited	Original	Original deposited with bank
III	17/08/2011.	Copy of Police complaint about Loss, Misplacement etc. of Original documents etc. concerning said Office with D. B. Marg Police Station was lodged on 17.08.2011.	Original	Original deposited with bank
VII	14/06/011.	Copy of Public Notice was given in Mumbai Edition of Newspapers- Nava Kaal (Marathi-Daily) and Times of India (English-Daily) on 14.06.2011.	Photo copy	Photo copy
VIII		Property card extract	Photo copy	Photo copy

[Signature]
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7.	a	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)	Yes
	b	Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by pagewith the original documents submitted? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	Originals not available.
8	a	Whether the records of the 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.	Yes
	c	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	Not possible.
	d	Whether proper registration of Documents completed. Details thereof to be provided.	Yes .
9	a	Property offered as security falls within the jurisdiction of which sub-registrar office?	Regd. office at 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/ registrar- general. If so, please name all such offices?	Registration can be done in any office of the sub-registrar -Mumbai Taluka
	c	Whether search has been made at all the offices named at (b) above?	Yes
	d	Whether the searches in the offices Registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	Yes

[Signature]



10	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.	As stated below
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Perused the title deeds.

All those pieces or parcels of land bearing Cadastral Survey No.8 & 9/1487, at Tata Road No.1 & 2, Opera House, Girgaum Division, Mumbai City District (hereinafter referred to as 'said Larger Property') was originally belonged to M/s. Sterling Investments Corporation Limited.

By Consent Decree in terms of the Consent Terms dated 23.07.1987 passed by the High Court in the Suit No. 1539 of 1987 filed in the High Court of Judicature at Bombay, wherein the said Sterling Investment Corporation Limited were Plaintiffs and the Metropolitan Land and Finance, Corporation and Sagar Investment Corporation were the Defendants, whereby inter alia it was declared that the said Sterling Investment Corporation Limited continued to be the Owners of the said freehold property and the said Defendants had no right, title and interest in the said Freehold Property and it was inter alia declared that the said Freehold Property continued to vest in the Sterling Investment Corporation Limited.

By a Deed of Conveyance-cum-Assignment dated 1st September, 1987, executed between M/s. Sterling Investments Corporation Limited, therein referred to as 'Vendors' and M/s. Shreeji Developers, therein referred to as 'Purchasers' whereby the said Vendors have granted, conveyed, transferred, released, assured the said Property together with structures standing thereon to the said Purchasers and the said Deed of Conveyance is lodged for registration under Registration No.BOM-2128-1987 on 04.09.1987 at office of Sub-Registrar Mumbai.

By a Receipt dated 27.11.1987, lodged for registration with the Office of Sub Registrar at Bombay under Serial No. (BOM) 2636 of 1987 dated 11.12.1987, the said Sterling Investment Corporation Private Limited acknowledged the receipt of the balance amount from M/s. Shreejee Developers in respect of the land hereditaments and premises. Building 'A' is known as "Shreejee Chambers" and Building 'B' is known as "Shreejee Darshan" standing on the land forming part of the land bearing CS No. 8/1487 of Girgaum Division.

By Indenture of Conveyance dated 30th November, 1987, executed between M/s. Shreeji Developers, therein referred to as 'Vendors' and M/s. Nishuvi Trading and Investments Private Limited and M/s. Raj Land Consultants and Developers Private Limited, therein referred to as 'Purchasers' whereby said Vendors subject to tenancy granted, sold, conveyed and assured their reversionary right, title and interest in respect of the premises consisting of a part of the Ground Floor, entire First Floor of 'A' Building known as "Shreejee Chambers", entire 2nd & 3rd Floors of 'B' Building known as "Shreejee Darshan" and 1st Floor of 'C' Building to the said Purchasers and said Deed of Conveyance is lodged for registration under Registration No.BOM-69-1988 on 11.01.1988 at office of Sub-Registrar Mumbai. The said Conveyance is pending registration before the Sub Registrar at Mumbai.

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By Deed of Partnership dated 01.12.1987, the said M/s. Nishuvi Trading and Investments Private Limited and M/s. Raj Land Consultants and Developers Private Limited, agreed to carry on business in partnership of developing and dealing with immovable properties in the firm name and style of "Nishuvi Raj Corporation" on the terms and conditions contained therein.

By Indenture of Conveyance dated 24.01.1994, executed between M/s. Nishuvi Raj Corporation, therein referred to as 'Vendors' and M/s. Purported Investments Private Limited therein referred to as 'Purchasers' whereby the said Vendors have granted, sold, conveyed and assured to the said Purchasers the said property and the said Conveyance is registered under Registration No.BBE-513-1994 on 22.02.1994 at office of Sub-Registrar Mumbai.

The units owners of the said Building formed a Society in the name and style as, Shreeji Chambers Premises Co-op. Society Ltd., having (Regn. No. BOM/GD/GNL/(0)/369 of 1996 dated 09.05.1996) under Maharashtra Co-op. Societies Act, 1960. The said Society admitted M/s. Purported Investments Pvt. Ltd. as the member of the Society and allotted them 5 shares bearing Distinctive Nos. 201 to 205 vide Share Certificate No. 41/118-A, 5 shares bearing Distinctive Nos. 206 to 210 vide Share Certificate No. 42/118-A, 5 shares bearing Distinctive Nos. 211 to 215 vide Share Certificate No. 43/118-B & 5 shares bearing Distinctive Nos. 216 to 220 vide Share Certificate No. 44/118-B all dated 26.05.1997 issued by the Society.

By an Agreement dated 10th June, 1996, executed between M/s. Purported Investments Private Limited, therein referred to as 'Vendor' and Mr. Shailesh Nagindas Shah, Mr. Deepak Nagindas Shah & Mr. Mukesh Kantilal Shah of M/s. Ritesh Export, therein referred to as 'Purchaser', whereby the said Vendor has sold/transferred the Office No.118A and 118B to the said Purchasers, duly registered under Registration No.BBE-2026-1996 on 10.06.1996 at office of Sub-Registrar, Mumbai with Stamp Duty, Registration Receipt/s.

Pursuant to the said Agreement dated 10.06.1996 the said society transferred the Shares corresponding to the said Office No. 118A & 118B in the name of M/s. Ritesh Exports vide endorsement dated 28.03.2009 on the reverse of Share Certificate No. 41/118-A, 42/118-A, 43/118-B & 44/118-B, issued by the said Society.

Further a Police complaint about Loss, Misplacement of Original documents concerning the said Office with D. B. Marg Police Station was lodged on 17.08.2011 and Public Notice was given in Mumbai Edition of Newspapers- Nava Kaal (Marathi-Daily) and Times of India (English-Daily) on 23.09.2011.

Further by Deed of Conveyance dated 23.07.2013, executed between M/s. Shreeji Developers, therein referred to as 'Vendors' and Shreeji Chambers Premises Co-op. Society Limited therein referred to as 'Purchasers' whereby the said Vendors have conveyed the said Property along with structure to the said Purchasers and the said Deed of Conveyance is registered under Registration No.BBE2-4676-2013 at office of Sub-Registrar Mumbai City-2

By and under Deed of Mortgage dated 23.05.2013, registered in the Office of Sub Registrar under Serial No. (BBE-5) 2485 of 2013, at Mumbai City-5 on 23.05.2013, Deed of Mortgage dated 23.05.2013/5.2016 registered under Sl. No. BBE-2-4188/2016 and Deed of Mortgage bearing No. BDR-18-7351/2019 dated 1.7.2019 and Deed of Mortgage bearing No. BDR-18-499/2021 dated 2.1.2021 M/s. Ritesh Exports mortgaged the said Office No. 118A & 118B in favour of State Bank of India.

In the above circumstances, I am of the opinion that M/s. Ritesh Exports is valid, clear, legal, marketable five over the , to the said Office Nos. 118A & 118B and is entitled to create valid and enforceable mortgage in favour of Bank, subject to mortgage charge in favor of State Bank of India


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11	a	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inam Holder or Govt.Guarantee/	ownership
		If Ownership Rights,	Office premises is Freehold
	a.	Details of the Conveyance Documents	Agreement dated 10 th June, 1996 executed in favour of M/s. Ritesh Export registered under Registration. No.BBE-2026-1996 on 10.06.1996
	b	Whether the document is properly stamped.	Yes
	c	Whether the document is properly registered.	Yes
	d	If leasehold, whether; The Lease Deed is duly stamped and registered, The lessee is permitted to mortgage the Leasehold right, The lessee is permitted to mortgage the Leasehold right, duration of the Lease/unexpired period of lease	Office premises is Freehold
	e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	NA
	f	Right to get renewal of the leasehold rights and nature thereof.	NA
		If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;	NA
	a	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	NA
	b	the mortgagor is competent to create charge on such property?	Yes
	c	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	No
		If occupancy right, whether;	
	a	Such right is heritable and transferable,	NA
	b	Mortgage can be created.	NA
12		Has the property been transferred by way of Gift/Settlement Deed	No
	a	The Gift/Settlement Deed is duly stamped and registered;	NA
	b	The Gift/Settlement Deed has been attested by two witnesses;	NA

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13.	c	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	NA
	d	The Gift/Settlement Deed transfers the property to Donee	NA
	e	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	NA
	f	Whether the Donee is in possession of the gifted property?	NA
	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;	NA
	h	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	NA
	i.	Has the property been transferred by way of Gift/Settlement Deed	NA
		Has the property been transferred by way of partition / family settlement deed	No
	a	whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	NA
	b	Whether mutation has been effected	NA
14.	c	Whether the mortgagor is in possession and enjoyment of his share.	NA
	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	NA
	e	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	NA
	f	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?	NA
		Whether the title documents include any testamentary documents /wills?	No
	a	In case of wills, whether the will is registered will or unregistered will?	NA
	b	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NA
	c	Whether the property is mutated on the basis of will?	NA

Free Hand



15.	d	Whether the original will is available?	NA
	e	Whether the original death certificate of the testator is available?	NA
	f	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	NA
		Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	No
16.	a	any restriction in creation of charges on such properties?	NA
	b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	NA
	a	Where the property is a HUF/joint Family property?	No
	b	Whether 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
17.	c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	No
	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?	No
	c	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	No
18.	d	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	NA
		Is the property an Agricultural land	No
	a	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	NA
	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?	NA
	c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	NA

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19.	a	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker sections, minorities, and Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)?	No
	b	Additional aspects relevant for investigation of title as per local laws.	No
20	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?	No
21	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
22	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Yes
	b	Property belonging to partner(s), whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	NA
	c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Yes
23.	a	Whether the property belongs to a Limited Company, check the 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.	Partnership firm.
	b/1	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/2	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)?	NA



24	b/3	Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)?	This property is mortgaged with State Bank of India .
	b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	No
25		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions have laws	Yes
	a	Whether any POA is involved in the chain of title during the period of search?	The Parts of M/s. Ritesh Exports have given the POA in favour of Mr. Bharat kanaiyalal Shah
	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.	No
	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).	POA by the partners of the firm
	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.	No
	e	In case of Common POA (i.e. POA other than Builder's POA), please clarify the Following clauses in respect of POA. 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?	Yes . Its is General POA 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?)	It is in force



26	g	Please comment on the genuineness of POA?	No
	h	The unequivocal opinion on the enforceability and validity of the POA.	No
		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.	Yes
27	I.	If the property is a flat/apartment Or residential/commercial complex	This is office premises
	a	Promoter's/Land owner's title to land/building;	Owner
	b	Development Agreement/Power of Attorney;	Owner
	C	Extent of authority of the Developer/builder;	Owner
	d	Independent title verification of the Land and/or building in question;	No
	e	Agreement for sale (duly registered);	Yes
	f	Payment of proper stamp duty;	Yes
	g	Requirement of registration of sale agreement, development agreement, POA, etc.;	No
	h	Approval of building plan, permission of	Available
	I	Conveyance in favour of Society/ Condominium concerned;	Conveyance deed executed in Favour of Society
	j	Occupancy Certificate/allotment letter/letter of possession;	Received
	k	Membership details in the Society etc.;	No
	I	Share Certificates;	Share Certificates are issued 1. Share Certificate No. 41/118-A dated 26.05.97. 2. Share Certificate No. 42/118-A dated 26.05.97. 3. Share Certificate No. 43/118-B dated 26.05.97. 4.Share Certificate No. 44/118-B dated 26.05.97.
	m	No Objection Letter from the Society;	Obtained from Society

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n	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/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;	Bank's charge to be noted in the society's record.
P	If the property is a vacant land And construction is yet to be made, approval of layout and other precautions, if any.	NA
q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
II. A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No
II. B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	No
II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	NA
II.D	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?	NA
28	Encumbrances, Attachments, and/or Claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No
29	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.	1992-2022
30	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Property tax paid
31	a Urban land ceiling clearance, whether required and if so, details thereon	No
	b Whether No Objection Certificate under the Income Tax Act is required / obtained?	No
32	a Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Property card extract attached
	b Whether the name of mortgagor is reflected as owner in the revenue/Municipal village records?	Yes

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33	a	Whether the property offered as security is clearly demarcated?	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
34	a	Whether the property can be identified from the following documents, 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
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
35	a	Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	No
36	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	b	Property is SARFAESI compliant (Y/N)	Yes
37	a	Whether original title deeds are available for creation of equitable mortgage	Yes
	b	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.	NA
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. Ritesh Exports



[Handwritten Signature]
Signature of the Advocate

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 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 equitable Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. The Mortgage/ Charges/ encumbrances of any Bank as could not be seen from the Encumbrance Certificate for the period from 1992 to 2022 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is mortgaged with State Bank of India Consortium
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).
7. ~~Minor/(s) and his/ their interest in the property/(ies) is to the extent of~~
(Specify the share of the Minor with Name). ~~(Strike out if not applicable).~~
8. The Mortgage if created, will be available to the Bank for the Liability of the Borrower, M/s. Ritesh Exports
9. I certify that M/s. Ritesh Exports got 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 has been created and the said Mortgage is valid and enforceable .
10. In case of creation/ extension of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

Sl. No	Date	Name & Nature of document	Original / certified copy certified extract Photo copy etc
I	10/06/1996	Agreement dated 10th June, 1996, executed between M/s. Purported Investments Private Limited, therein referred to as 'Vendor' and Mr. Shailesh Nagindas Shah, Mr. Deepak Nagindas Shah & Mr. ,Mukesh Kantilal Shah of M/s. Ritesh Export, therein referred to as 'Purchaser' duly	Original



		registered under Registration. No.BBE-2026-1996 on 10.06.1996	
II	18/09/2010	Share Certificate bearing Nos.41 to 44 issued by Shreeji Chambers Premises Cooperative Society Limited	Original
III	17/08/2011.	Copy of Police complaint about Loss, Misplacement etc. of Original documents etc. concerning said Office with D. B. Marg Police Station was lodged on 17.08.2011.	Original
VII	14/06/011.	Copy of Public Notice was given in Mumbai Edition of Newspapers-Nava Kaal (Marathi-Daily) and Times of India (English-Daily) on 14.06.2011.	Photo copy
VII		Occupancy certificate issued by BMC	Photo copy
VIII		Property card extract	Photo copy
XIII		Permission to mortgage issued by the society	Original
III		Latest maintenance bill	Original

11. There are no legal impediments for creation of the Mortgage under any application Law/Rules in force.
12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

Office No.118A and 118B, on the 1st Floor, of the Society known as "Shreeji Chambers Premises Co-operative Society Limited, at **Tata** Road No.01 and 02, Opera House, Opp. Prasad Chambers, Mumbai-400004, constructed on the plot of land bearing Cadastral Survey No.8 /1487 and 9/1487 of Girgaum Division, Mumbai City District and within the limits of Brihanmumbai Municipal Corporation.



[Handwritten Signature]
Signature of the advocate

SUCHARITA PATRA

Advocate, High Court, Bombay,

Off:

Room No. 10/18, Prakash Chamber
77, Nagindas Master Road,
Fort, Mumbai- 400 023.

Res:

Flat No.B-2201, "Rushi Height",
Riddhi Garden, Film City Road
Goregaon (East), Mumbai 400097
email: advsucharita@gmail.com
Mobile : 09322927345

Date: 12/05/2022

To

State Bank of India
Diamond Branch
BDB, BKC, Bandra (East)
Mumbai.

SEARCH REPORT IN THE ACCOUNT OF
M/S. RITESH EXPORTS

I have taken out the search in the office of the Sub- Registrar, Assurance in respect of Office No.118A and 118B, on the 1st Floor, of the Society known as "Shreeji Chambers Premises Co-operative Society Limited, at Tata Road No.01 and 02, Opera House, Opp. Prasad Chambers, Mumbai-400004, constructed on the plot of land bearing Cadastral Survey No.8 /1487 and 9/1487 of Girgaum Division, Mumbai City District and within the limits of Brihanmumbai Municipal Corporation.. During the course of the search I found the following entries:

1992	..	Nil
1993	..	Nil
1994	..	Nil
1995	..	Nil
1996	..	Nil
	..	Agreement dated 10th June, 1996, executed between M/s. Purported Investments Private Limited, therein referred to as 'Vendor' and Mr. Shailesh Nagindas Shah, Mr. Deepak Nagindas Shah & Mr. Mukesh Kantilal Shah of M/s. Ritesh Export, therein referred to as 'Purchaser' duly registered under Registration. No.BBE-2026-1996 on 10.06.1996.
1997	..	Nil
1998	..	Nil
1999	..	Nil
2000	..	Nil
2001	..	Nil
2002	..	Nil
2003	..	Nil
2004	..	Nil
2005	..	Nil
2006	..	Nil
2007	..	Nil
2008	..	Nil
2009	..	Nil
2010	..	Nil
2011	..	Nil
2012	..	Nil

S. Sucharita
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2013	..	Deed of Mortgage dated 23.05.2013, registered in the Office of Sub Registrar under Serial No. (BBE-5) 2485 of 2013, at Mumbai City-5 on 23.05.2013 executed by M/s. Ritesh Exports in favour of State Bank of India.
2014	..	Nil
2015	..	Nil
2016	..	Deed of Mortgage dated 5.5.2016 registered under Sl. No. BBE-2- 4188/2016 executed by M/s. Ritesh Exports in favour of State Bank of India.
2017	..	Nil
2018	..	Nil
2019	..	Deed of Mortgage bearing No. BDR-18-7351/2019 dated 1.7.2019 executed by M/s. Ritesh Exports in favour of State Bank of India.
2020	..	Nil
2021	..	Deed of Mortgage bearing No. BDR-18-499/2021 dated 2.1.2021 executed by M/s. Ritesh Exports in favour of State Bank of India.
2022	..	Nil

1. This search report is subject to Torn, Mutilated records and withdrawals of Register for certain year to binding and rewriting
2. There is no record maintained pertaining to the total number of book or total number of entries or total number of pages for the particular village
3. The search report is prepared on the basis of documents available in the Sub registrar office.



Sucharita Patra
Sucharita Patra
(Advocate)