

दस्तऐवजाचा/अर्जाचा अनुक्रमांक

दिनांक

सन २०

दस्तऐवजाचा प्रकार—

सादर करणाराचे नाव—

खालीलप्रमाणे फी मिळाली:—

नोंदणी फी

नक्कल फी (फोलिओ

पृष्ठांकनाची नक्कल फी

टपालखर्च

नकला किंवा ज्ञापने (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड—कलम २५ अन्वये

कलम ३४ अन्वये

प्रमाणित नकला (कलम ५७) (फोलिओ)

इतर फी (मागील पानावरील) बाब क्र.

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दस्तऐवज

नक्कल

रोजी तयार होईल व

नोंदणीकृत डाकेने पाठवली जाईल.

या कार्यालयात देण्यात येईल.

मुख्यम निबंधक.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने पाठवावा.

हवाली करावा.

सादरकर्ता

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.

Tel : 2369 6072, Mobile : 9323272578, email id : rkvco21@gmail.com/rkvco2166@gmail.com.

To,
The Asst. General Manager,
MSME South Mumbai Cluster
Oriental Bank of Commerce
Dalamal Towers,
Nariman Point,
Mumbai – 400 021.

25th September, 2018

Dear Sir/Madam,

Sub.: Property/Flat No. 201 admeasuring 658 sq. ft. carpet area, on 2nd Floor in Wing A of the building No. 4, building known as Sumer Tower, situated at Love Lane now known as Seth Motisha Road, Mazgaon, Mumbai – 400 010 and owned by Smt. Alkaben Hasmukhlal Parmar.

Re : Professional Bill


Sr. No.	Brief Particulars	Amount Payable
1	Flat No. 201 admeasuring 658 sq. ft. carpet area, on 2 nd Floor in Wing A of the building No. 4, building known as Sumer Tower, situated at Love Lane now known as Seth Motisha Road, Mazgaon, Mumbai – 400 010 and owned by Smt. Alkaben Hasmukhlal Parmar (30 years search)	Rs. 6500.00
	Total Amount Payable	Rs. 6500.00

Please deposit/transfer the professional fees of Rs. 6500/- in the **Oriental Bank of Commerce SB Account No. 10712191003797** in the name of **Ravikumar Varanasi, IFSC CODE: ORBC0101071**.

Thanking you,

Yours faithfully,

For Ravikumar Varanasi & Co.


Ravikumar Varanasi
Advocate

Ravikumar Varanasi & Co.

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2nd Floor in Wing A of the building No. 4, building known as
Sumer Tower, situated at Love Lane now known as Seth
Motisha Road, Mazgaon, Mumbai – 400 010 and owned by Smt.
Alkaben Hasmukhlal Parmar.

Please find enclosed herewith the original title report and search in
respect of the above captioned
property/flat/unit/shop/plot/bungalow/gala, etc as per the documents
provided by the Bank mentioned in the Report.

You are requested to kindly consider the same.

Yours faithfully,

For Ravikumar Varanasi & Co.


Ravikumar Varanasi

Advocate

Encl : As above

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25th September, 2018

Dear Sir/Madam,

Sub.: Property/Flat No. 201 admeasuring 658 sq. ft. carpet area, on 2nd Floor in Wing A of the building No. 4, building known as Sumer Tower, situated at Love Lane now known as Seth Motisha Road, Mazgaon, Mumbai – 400 010 and owned by Smt. Alkaben Hasmukhlal Parmar.

I, on the basis of the copies of title deeds/documents forwarded to me pertaining to the said immovable property and the other information submitted by you, I have conducted a detailed search and investigation and submit my report as under :

1. Name and address of the Mortgagors/Title Holders : Smt. Alkaben Hasmukhlal Parmar residing at 95, Atmaram Merchant Road, Labh Niwas, 3rd Floor, Mumbai - 400002.
2. Description of immovable property :-

Plot No. / Property No.	Area (in sq.yds./sq. mtrs/sq. ft. / acres/hectares)	Location	Boundaries
Being Flat No. 201 admeasuring g 658 sq. ft.	Area of Property/ Flat No. 201 admeasuring 658 sq. ft. carpet area, (As	FIRSTLY : All that piece and parcels of Leasehold land or ground together with	provided in the Agreement for Sale dated 14 th June, 1994

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carpet area, on 2 nd Floor in Wing A of the building No. 4, building known as Sumer Tower, situated at Love Lane now known as Seth Motisha Road, Mazgaon, Mumbai – 400 010.	per Agreement for Sale dated 14 th June, 1994.)	messuages, tenements, dwelling house or structures thereon situate lying and being at Love Lane now known as Seth Mothsha Road, Mazgaon without the Fort in the town and island of Bombay in the Registration Sub- District of Bombay containing by admeasurement about 16289 square yards equivalent to 13618 sq. metres or thereabout registered in the Books of the Collector of Land Revenue under Collectors' old No. 21 and New no. 16248, Old Survey No. 666, New Survey No. 3666 and Cadastral Survey No. 399 part of the Mazgoan Division and assessed by the Assessor and Collector	
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		<p>Municipal Rates and Taxes under 'E' Ward Nos. E-6236 (1) (1-C) (1-D) (2-4) (5) (5A) (9) (9A) (10) (10-A) Street No. 108, 108A, 108-B, 108-C, 108CAA, 108CA, 108CC, 108, 108E, 108G, 108-I, 108-J, 108-K, 112, 112C and 112D Seth Motisha Road and</p> <p>SECONDLY : ALL THAT piece and parcels of Leasehold land or ground together with messuages, tenements, dwelling house or strctres thereon situate lying and being at Love Lane now known as Seth Mothsha Road, Mazgaon without the Fort in the town and island of Bombay in the Registration Sub-District of Bombay containing by</p>	
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		<p>admeasurement 463/61 square yards equivalent to 387/62 sq. metres or thereabout registered in the Books of the Collector of Land Revenue under Cadastral Survey No. 399 part of the Mazgoan Division and assessed by the Assessor and Collector Municipal Rates and Taxes under 'E' Ward Nos. E-6235 (1-A) and 6236 (5-B)</p> <p>formerly bearing Street No. 106 but now bearing Street Nos. 110, 110A, 110B, 110C, 110E, 110F, 110G, 110H, 112(1-A) and 112(1-B) Seth Motisha Road.</p>	
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The Chain of title deeds scrutinized by me

As per Annexure
attached herewith



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As Per Annexure - A	
i) Search in Sub-Registrar's Office (Location of property of the sub-district within which the property is located and the address of the registering officer. In case the property is situated in more than one sub-districts/districts, the particulars of all the concerned sub-districts/districts and address of the registering offices to be given)	Sub Registrar Mumbai
ii) Search and Investigation (The search in the records such as index No.1, Index No.2, Book No.1/Supplementary Book No.1 should be made at least for the past 13 years to trace any encumbrance is created on the property. A brief narration may be given on the route and chain of title to the extent of complete chain and how the title is conferred on the mortgagor. The details of the books/indexes searched by	1] It is observed from the Agreement for Sale dated 14 th June, 1994 between M/s. Sumer Associates (Vendor) and Smt. Alkaben Hasmukhlal Parmar (Purchaser) that AMTUZEHRABAI HASANALI, ABOULKADAR AHMEDALY, ISMAIL MOHAMADALLY KANGA, MULLA HATIMBHAI NAZARALLY NASIR, MUSTANSIR GULAMHUSSIN, MRS. MAIMOONA ISMAIL BENGALI AND KURBANHUSAIN TAHERBHAI ZAVERI, all of Bombay, Indian Inhabitants, the present Trustees of the Hussainally Abdulally Dholkawala Charities Trusts, a Public Trust registered under the Bombay Public Trust Act, hereinafter called "THE ORIGINAL VENDORS" are absolutely seized or otherwise well and sufficiently entitled to all those pieces or parcels of land together with the structures standing thereon situate lying and being at Love lane now known as Seth Motisha Road, Mazgaon in the Registration Sub-District of Bombay bearing New Survey No. 3666 and Cadastral Survey No. 399 of

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<p>Advocate to be stated. In the event of any break in the chain of title, the details thereof specifying how the break in the chain of title took place to be stated and opinion as to whether it would vitiate Bank's creation of mortgage over the property be given. In case of any mortgage, charge or encumbrance subsists over the property; the same may be highlighted so that the Bank shall avoid the said property. Confirm and state that the original title deeds submitted are originals registered before the Registrar of Assurance) and proper stamp duty has been Paid.</p>	<p>Mazgaon Division and more particularly described Firstly and Secondly in the Schedule hereunder written.</p> <p>2] It is further observed that the property described firstly in the Schedule hereunder written is held by the said Trust, under the Indenture of Lease dated 8th December, 1896 executed between the Secretary of State for India in Council as Lessor and one Haji Tyeb Yunus and others as Leases of the Other Part, for a period of 99 years commencing from 20th December, 1894 on the terms and condition stated therein.</p> <p>3] It is further observed that the property secondly described in the Schedule hereunder written was purchased by the then Trustees of the said Trust under and Indenture of Conveyance dated 23rd March, 1938 made between the Municipal Corporation of Greater Bombay and the then Trustees.</p> <p>4] It is further observed that a Deed of Conveyance-cum-Assignment dated 17th December, 1987, made and entered into between the original vendors on the one hand and party of the first part herein, (therein called the purchasers) on the other and lodged for registration with the Sub-Registrar of Assurances, Bombay on 17th December, 1987, under Sr. No. BBE/2982 of 1987, the Original Vendors have thereby granted, conveyed, transferred, assigned and assured unto the party of the first part herein (therein called the purchasers) all that piece or parcel of land or ground together with messages, tenements, dwelling</p>
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houses or structures standing thereon and more particularly described firstly and secondly in the schedule hereunder written, situate, lying and being at Seth Motisha Road, Mazgaon, within Greater Bombay, sanction for sale had been granted by Hon. Charity Commissioner Maharashtra State, under Section 36 of Bombay Public Trust Act, 1950.

5] It is further observed that the said property described Firstly and Secondly in Schedule hereunder is occupied by various tenants and occupants and party of the First Part, are under negotiations with several of them. A part of the property is yet under possession of the tenants. It is hereby agreed and understood that party of the First part shall be absolutely entitled to have all the rights and possession over the property till the entire property is re-developed. The Party of the First part shall have right to keep the said tenanted portion of property with them while executing Conveyance in favour of societies of Flat Purchasers.

6] It is further observed that Development of the said property is expected to be in more than one phase in accordance with the situation prevailing from time to time with regard to the obtaining of permission as also with regard to the negotiations with the occupants. Negotiations with one of the largest occupants Leaders' Press Pvt. Ltd., and some of the persons claiming under them have already materialised.

7] It is further observed that the party of the First Part



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are desirous of constructing residential/Commercial buildings consisting of ground and upper floors in accordance with the plans and specifications approved and sanctioned and or that may be hereafter and from time to time be approved of and sanctioned by the Municipal Corporation of Greater Bombay and or other concerned authorities.

8] It is further observed that the Party of the First Part are desirous of selling and or disposing of Flats/Shops/Garage/Parking Space or other premises in the said property on what is popularly known as "Ownership Basis" and for the purpose aforesaid the party of the First Part are entering into several Agreements with several other prospective purchasers for sale of such Flats/Shop/Garage/Parking spaces or other premises similar in all respect to this Agreement but subject to such modifications and amendments therein as may be necessary or required.

9] It is further observed that the Purchaser/s has/have taken full inspection inter alia of the aforesaid Indenture of Lease dated 8-12-1896 and the Conveyance dated 23-3-1938 and the said Agreement for Development dated 16-10-1981 and has agreed to purchase the said Flat/Shop/Garage/parking spaces with full notice and knowledge of the terms and conditions therein contained.

10] It is further observed that the Party of the First Part supplied to the Party of the Second part such or the documents as mentioned in Maharashtra



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Ownership Flats Rules as are demanded by the party of the Second Part.

11] It is further observed that the party of the Second Part has/have taken inspection of all the documents, sanctions authorization as well as all the plans sanctioned by the Municipal Corporation of Greater Bombay and have agreed to purchase the said premises with full notice and knowledge of the terms and conditions contained therein.

12] It is further observed that the Purchaser's has/have agreed to purchase Flat No. 20 on the 2nd Floor of the said building known as "Sumer Tower" (hereinafter for brevity's sake referred to as "the said Building") on the terms and conditions thereafter appearing.

13] It is further observed that vide the Agreement for Sale dated 14th June, 1994, M/s. Sumer Associates (Vendor) have sold Flat No. 201 admeasuring 658 sq. ft. carpet area, on 2nd Floor in Wing A of the building No. 4, building known as Sumer Tower, situated at Love Lane now known as Seth Motisha Road, Mazgaon, Mumbai – 400 010 to Smt. Alkaben Hasmukhlal Parmar (Purchaser). The Agreement for Sale dated 14th June, 1994 registered before Sub-Registrar Mumbai bearing document registration no. BBE 379 dated 10th October, 1994.

14] It is further observed that Share Certificate No. 003 bearing distinctive Nos. 11 to 15 issued by Sumer



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	Tower No. 4 Co-operative Housing Society Ltd., originally in the name of Smt. Alkaben Hasmukh Parmar dated 6 th September, 2000.
III) Whether the property is ancestral and/or under joint ownership. If so, details of the co-parceners /Karta and/or the co-owners. The respective shares should be incorporated specifically	No
IV) Minor's delinquent, unsound, untraced person's interest (Any minor's interest if involved in the property proposed to be mortgaged or any other claims. If minor's interest is involved what precautions are to be taken to protect Bank's interest as a mortgagee to be stated. Please note that if the property belongs to a minor, permission of Court is generally required to create the mortgage over the property).	No
V) Documents pending for registration (The enquiry is to be made whether any document creating mortgage, charge or encumbrance is pending for registration in the concerned Sub-Registrar's/Registrar's office are to be stated. If so, full details of such charge etc. of charge holders' should be specified)	No
5. Whether Urban Land (Ceiling and Regulation) Act 1976 is applicable in 'State where the property is located. If applicable whether the immovable property(ies) fall(s) within the purview of the Act, verification and investigation should be made under Section 26, 27 and 28 of the Act to ensure that mortgagor(s) has / have obtained necessary permission from the competent authority under the Act. Documentary evidence showing such permission is obtained has to be attached with the report.	N.A

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6. Whether the property is acquired under the Land Acquisition Act, 1894 and applicability of other State Legislations.	N.A
7. Leasehold immovable Property (where land / building is leasehold, please verify the terms of lease, whether any permission/NOC from the lessors / competent authority is required for creation of mortgage of such leasehold property and advice the precautions to be taken obtaining such property in mortgage)	Yes, Leasehold land
8. Investigation under Income Tax Act 1961(Any permission of the concerned Assessing Officer under any of the provisions of Act is required for creating mortgage or any Certificate to be submitted to the Bank to show that no dues are outstanding to Income Tax Dept.	No
9. Investigation in regard to agricultural land (Investigate and search the necessary records etc. with specific reference to the land if it is surplus, self-cultivated, if consolidation of holdings / acquisition proceedings etc. is in progress in the area, whether Government loan / any loan raised against the land and details about the charges / encumbrances may be specified, specifically with reference to the Agricultural Land Laws.	N.A
10. The details of the certified copies of the revenue records obtained to confirm that the property in question has been mutated and no dues are outstanding against the Mortgagor.	N.A
11. Any other special enactment which is applicable to the property proposed to be mortgaged and affects the title.	No
12. If it is a property owned by the Company the additional safeguards like search before the Registrar of Companies to be obtained be stated.	No
13. Whether documents given as chain of title deeds inspire any doubt / suspicion. Is it curable – how?	No
14. Reason as to why equitable mortgage is not being created with the branch, where the property is situated?	No
15. Whether any bar to create mortgage as in case	N.A

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of agricultural land in Delhi? Any CLU / house tax / notification of land vesting in municipal authority?	
16. Whether any restriction on sale of property? e.g. J & K, Uttaranchal & HP etc.	No
17. Whether any approvals / clearances required or obtained, detail?	No

The following documents in addition to documents mentioned in Chain of documents in original as well as copies as the case may be along with additional documents mentioned above, varying from case to case may also be obtained for creation of valid equitable mortgage by deposit of the title deeds (varying from case to case).

Particulars	Comments of Advocate
1. House Tax assessment order pertaining to property to be mortgaged.	N.A
2. Site Plan (sanctioned)	Bank to take on record
3. House Tax receipt pertaining to property to be mortgaged	N.A
4. Self assessment return form	Bank to take on record
5. Electricity / Water Bill	N.A
6. Copy of PAN Card / Driving License / Passport etc.	Bank to take on record
7. Income Tax returns	N.A
8. Affidavit of mortgagor as to how he/she is connected with the account in which he / she is furnishing his / her property as security.	Bank to take on record
9. In case of property of Builders, in addition to the GPA / SPA, Collaboration / Builders Agreement, the PAN No. & ITCC of Builder, his history, copy of some regd. Documents and endorsement on the original sale deed (if retained by original owner / builder) be made, if possible, so that previous document even if retained by the Owner / Builder cannot be	N.A

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misused.	
10. In case the property to be mortgaged is related to the company, then relevant Resolutions along with copy of the minutes, MOA / AOA and ROC record may be obtained	N.A
11. In any case where ever the previous original title deed is missing or retained by earlier owner, the original title deed be seen & endorsed or an affidavit be obtained from the person retaining the original title deeds, that he will not misuse it.	N.A
12. Affidavit that mortgagor deposited title deeds with intention, has deposited all documents, would not misuse any document to detriment of bank etc., may also be obtained.	N.A
13. The stamp duty payable on Oral Assent (if applicable)	N.A
14. NOC / No Dues certificate from lessor / land authority.	N.A
15. In case of leasehold property, the remaining period of lease, any provision for further renewal of lease etc. shall be specifically mentioned. The receipt for upto date payment of lease rent shall be obtained.	Yes, Leasehold land
16. In case of HUF / Trust, appropriate affidavit be obtained & further necessary documents be also obtained. In case of Trust properties, it should also be mentioned whether permission from Charity Commissioner or any other competent authority is required to be obtained.	N.A.
17. In case of Office belonging to Cooperative Housing Society, necessary further documents i.e. Share Certificate, No Objection Certificate from Society after verifying the related records and receipt for the payment of upto date dues to the Society be obtained.	Bank to take on record
18. Since Central Registry u/s 20 of the SARFAESI Act has been created and	N.A

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notification No.F-56/5/2007-BO-11 dated 31st March 2011 has been issued, inspection of records of central register through the website of the Central Registry shall also be made by the advocate concerned and the same shall be stated in the opinion.

CERTIFICATE

I hereby certify that I have verified the Title Documents through the Record/Computer Record at the Office of Registrar / Sub-Registrar / Revenue Authorities and scrutinized the search report of Central Registry created under Section 20 of the SARFAESI Act, 2002 and personally searched and verified the information furnished in this report. I have compared the Registered Agreement for Sale dated 14th June, 1994 given to me with the Document record at the Office of Sub-Registrar and have found that both are tallying with each other. I also certify that the title deeds in respect of the captioned properties are genuine, original and properly executed. The statement and other information given in the report are correct and true. I certify that Alkaben Hasmukhlal Parmar has got a valid, clear, absolute and marketable title over the property shown above. If Alkaben Hasmukhlal Parmar is personally present (alongwith identity proof) and deposits the title deeds in original or as mentioned in Schedule I along with documents mentioned hereunder, with intention to create equitable mortgage, it will satisfy the requirements of creation of equitable mortgage. The following person/s should be present personally (alongwith identity proof) to deposit the original title deeds with your Bank/Branch for creation of equitable mortgage:

1] Alkaben Hasmukhlal Parmar.

Q

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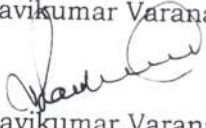
Schedule 1

The following documents shall be obtained at the time of creation of mortgage.

- 1) First Original Registered Agreement for Sale dated 14th June, 1994 between M/s. Sumer Associates (Vendor) and Smt. Alkaben Hasmukhlal Parmar (Purchaser) and the said Agreement for Sale dated 14th June, 1994 registered before Sub-Registrar Mumbai bearing document registration no. BBE 379 dated 10th October, 1994.
- 2) To obtained Original Share Certificate No. 003 bearing distinctive Nos. 11 to 15 issued by Sumer Tower No. 4 Co-operative Housing Society Ltd., originally in the name of Smt. Alkaben Hasmukh Parmar dated 6th September, 2000.
- 3) To Obtain NOC from Sumer Tower No. 4 Co-operative Housing Society Limited as per the Bank Draft.

Yours faithfully

For Ravikumar Varanasi & Co.


Ravikumar Varanasi

Advocate

Place : Mumbai

Date : 25th September, 2018

Chain of Title Deed – Annexure - A

Sr. Nos.	Date of Document	Names of Documents
1	14 th Jun, 1994	Agreement for Sale between M/s. Sumer Associates (Vendor) and Smt. Alkaben Hasmukhlal Parmar (Purchaser)



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2	10 th Oct, 1994	Registration document No. BBE379
3	13 th Mar, 1985	Title Certificate issued by Romer Dadachanji Sethna & Co., Advocates & Solicitors
4	6 th Sep, 2000	The Share Certificate No. 003 bearing distinctive Nos. 11 to 15 issued by Sumer Tower No. 4 Co-operative Housing Society Ltd., originally in the name of Smt. Alkaben Has Mukh Parmar dated 6 th September, 2000.

Further, we have verified the title documents from Manual Record of S.R.O Office MUMBAI – 1,2,3,4,5 and 6 for 30 years (1989 to 2018) and the Search of the title documents is as under:

We have carried out searches in respect of the above mentioned property at the office of Sub-Registrar **MUMBAI-1,2,3,4,5 & 6**. The period of 30-years (1989-2018). I have gone through the available records at the concerned office and I have examined the index-II in the respect of the above mentioned property & I have found the following entries in **MUMBAI-1,2,3,4,5 & 6**. (30-years)

1989-1993 NIL

1994 ENTRY

As per record of day book/index-II, **AGREEMENT FOR SALE** dated 14/06/1994, REGISTRARTION DATE-10/10/1994 registered in the Sub Registrar Assurance office at MUMBAI, under Sr.No-PBBE/379/1994 in the name of **"THE DEVELOPERS":- M/S.SUMER ASSOCIATES. & "THE PURCHESAR":- MRS.ALKABEN HASMUKHLAL PARMAR.**

Q

Ravikumar Varanasi & Co.

Advocate & Legal Consultants

27, 3rd Floor, 52 Jalan House, Walkeshwar Road, Walkeshwar, Mumbai – 400 006.

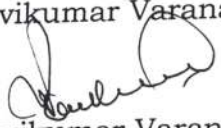
Tel : 2369 6072, Mobile : 9323272578, email id : rkvc021@gmail.com/rkvco2166@gmail.com.

1995-2000 NIL
2001-2004 NIL
2005 NIL
2006 NIL
2007 NIL
2008 NIL
2009 NIL
2010 NIL
2011 NIL
2012 NIL
2013-2014 NIL
2015-2016 NIL
2017-2018 NIL

NOTE : This search report is on the basis of only available records in the office of Sub-Registrar. And available records in online from 1989-2018 computerized index-II records are not maintained properly.

Yours faithfully,

For Ravikumar Varanasi & Co.


Ravikumar Varanasi

Advocate

Place : Mumbai

Date : 25th September, 2018