

## Annexure - E

### Checklist for scrutiny of TIR by the branches/ operating units

The officials scrutinizing the TIR need to verify and examine each and every columns/ paragraphs in the TIR and the certificate. This checklist is not in substitution but in addition to such a scrutiny.

Name of the borrower : Greentex Exports (India) Pvt Ltd

Name of the Advocate submitted the TIR : Adv. Rashmi Chitale

Number & Date of TIR : 14.04.2018

Short description of the property covered by TIR : Flat No. 1602, Neelkanth Greens, Snowdrop CHS, G.B Road, Thane.

S.No	Details	Y / N		
1	Whether the Advocate submitting the TIR is in Bank's panel of lawyers identified for submission of TIR?	Yes		
2	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	Yes		
3	Whether the TIR by the advocate is unconditional?	Yes		
4	If the TIR has any conditions, whether the same are complied with?	No conditions stipulated by advocate.		
5	As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property	Yes		
6	As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?	Yes		
7	As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the Bank?	Yes		
8	As per the TIR, whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee?	No		
9	As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security has been examined?	Property offered is not agricultural property.		
10	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank?	Yes		



11	Whether the advocate has confirmed that he has conducted independent Search in the Records of Sub-Registrar Office(s) concerned and that the documents , convey Clear, Absolute and Marketable Title and are sufficient for creation of a valid Mortgage?	Yes
12	Whether the TIR reveals involvement of any gift deed, PoA, or other circumstances attracting special precautions?	No
13	Whether the advocate has also submitted the fee receipt for conducting Search in the Office of Sub-Registrar(s) along with the TIR?	Yes
14	Whether the property particulars mentioned in the Title Deed (Sale Deed / Khatauni) tally with those in the Non Encumbrance Certificate, approved Building Plan and TIR, etc.?	Yes
15	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	Yes
16	In respect of loans of Rs.1.00 crore and above: (a) Whether search of title/encumbrance was made by the advocate for a period of not less than 30 years?  (b) Whether satisfactory search report (TIR) is obtained from two panel advocates?	i) Yes  ii) Yes
17	Whether the TIR or any other documents in the matter reveal any pending or concluded litigation in respect of the property offered as security and whether the impact of such litigation has been satisfactorily explained/ got examined?	No
18	(a) Findings, if any in respect of the property offered as the security in the valuation report?  (b) Whether there is any inconsistency in the TIR and valuation report in respect of the property?	a) No adverse observations found in the valuation report.  b) No

	CSO/Field Officer/ Authorized Officer	Relationship Manager/ Branch Head/Unit Head
Signature		
Name	Manisha Patil	Anil Kumar
Designation	CSO	Relationship Manager (ME)
Branch/Unit	Wagle I E	Wagle I E
Date	19/05/20	19/05/20



17/5/2018

**Rashmi V. Chitale****Advocate, High Court, Mumbai & Legal Consultant**C / 411, Chandrawadan- I, Ganeshwadi, Behind Nitin Co., Thane (West), Pin - 400601  
Tel. No. - 25 32 00 43 Mobile - 98 69 42 00 28 E - mail - rashmivchitale@gmail.com

April 14, 2018

To,  
Branch Manager,  
State Bank of India,  
Wagale Industrial Estate Branch,  
B - 35, Road No. 22, Wagale Industrial Estate,  
Thane (West), Pin - 400 604  
Tel. No. - 25 82 31 71  
E - mail - sbi.01053@sbi.co.in

**Sub:- Legal Scrutiny Report (LS) / Title Search Report****Ref: - Raju S. Dawra & Kiran B. Dawra**

Flat No. 1602 (Carpet - 1,016 Sq. Ft.), 16<sup>th</sup> Floor, Neelkanth Greens Snowdrop CHSL  
(Type - E - 1), Complex - Neelkanth Greens, Near Tikujiniwadi, Off G. B. Road, Thane  
(West), Pin - 400 610, Survey Nos. 312 / 1 - A, 316 (Part), 318 / 1 - D, 319 / 1 - A & B  
and 321 (Part), Village - Majiwade, Taluka & District - Thane

Sir / Madam,

**ANNEXURE - B****REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY**

01. a)	Name of the Branch / Business Unit / Office seeking opinion	Wagale Industrial Estate Branch (Mahadeo Rawool)
b)	Reference No. and Date of the Letter under the cover of which the documents tendered for scrutiny are forwarded	File Received on 02.04.2018 - Complied on 12.04.2018
c)	Name of the Borrower	Raju S. Dawra & Kiran B. Dawra
02. a)	Name of the Unit / Concern / Company / Person offering the property / (ies), as security	Refer Clause No. 1 (c)
b)	Constitution of the Unit / Concern / Company / Person / Body / Authority offering the Immovable property for creation of mortgage / charge	Individual / s
c)	State as to under what capacity is security offered (whether as Joint Applicant or Borrower or as Guarantor, etc.)	As Mortgagor / Borrower / Guarantor
03.	Complete or full description of the Immovable Property / (ies), offered as security for creation of mortgage, whether Equitable / Registered Mortgage	---
i)	Survey No.	As described hereinabove
ii)	Door No.	As described hereinabove



iii)	<b>Extent / Area including Plinth / Built - Up Area, in case of House Property</b>	<i>As described hereinabove</i>
iv)	<b>Location, like name of the Place, Village City, Registration, Sub-Registration Sub - District, Boundaries, etc.</b>	<i>Boundaries, are not mentioned in the Title Deeds</i>
04. a)	<b>Particulars of the documents, scrutinized - serially &amp; chronologically</b>	<b>Refer Annexure - A</b>
b)	<b>Nature of documents verified and as to whether they are originals or certified Copies, or registration extracts duly certified</b> (Note: - Only Originals or Certified Extracts, from the Registering / Land / Revenue / other Authority / ies, be examined)	<b>Refer Annexure - A</b>
05. a)	<b>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)</b>	<b>Not requested by the Bank</b>
05. b i)	<b>Whether all papers in the Certified Copies of Title Documents, which are obtained directly from the Sub - Registrar's Office, have been verified, Page by Page, with original documents submitted</b>	<b>Original not made available</b>
05. bii)	<b>Where the Certified Copies of the Title Documents, are not 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 Deed, is not produced for comparing with the Certified or ordinary copies should be handled more diligently &amp; cautiously)</b>	<b>Original not made available</b>
06. a)	<b>Whether the records of Registrar Office or Revenue Authorities, relevant to the Immovable Property in question, are available for verification, through any online portal or computer system?</b>	<b>Yes</b>
b)	<b>If such online / computer records are available, whether any verification or cross checking are made and the comments / findings in this regard</b>	<b>Verified</b>
c)	<b>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?</b>	<b>No</b>
07. a)	<b>Property offered as security falls within the jurisdiction of which Sub - Registrar Office?</b>	<b>Refer Search Report</b>
b)	<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</b>	<b>No</b>
c)	<b>Whether search has been made at all the offices named at (b) above?</b>	<b>Yes</b>
d)	<b>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?</b>	<b>No</b>
08.	<b>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</b>	<b>Refer Annexure - A</b>



	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 (In case of property offered as security for loans of Rs.1.00 Crore and above, search of title / encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)		
09.	Nature of Title of the intended Mortgagor over the Property (whether Full Ownership Rights, Leasehold Rights, Occupation / Possessory Rights or Inam Holder or Govt. Grantee / Allottee etc.)	Flat	Ownership
10. a)	If Leasehold, whether:- Lease Deed is duly stamped and registered	No	
b)	Lessee is permitted to mortgage the leasehold right	N. A.	
c)	Duration of the Lease / unexpired period of lease	N. A.	
d)	If, a sub-lease, check the Lease Deed in favour of lessee as to whether Lease deed permits sub-leasing and Mortgage by Sub-Lessee also	N. A.	
e)	Whether the leasehold rights permits for the creation of any Superstructure (if applicable)?	N. A.	
f)	Right to get renewal of the leasehold rights and nature thereof	N. A.	
11.	If Government Grant / Allotment / Lease - cum / Sale Agreement, whether:-	---	
a)	Grant / Agreement etc. provides for alienable rights to the Mortgagor with or without conditions	N. A.	
b)	The mortgagor is competent to create charge on such property	Yes	
c)	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available	N. A.	
12.	If Occupation right, whether:-	---	
a)	Such right is heritable and transferable	Yes	
b)	Mortgage can be created	Yes	
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities / procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion	No	
14.	If the property has been transferred by way of Gift / Settlement Deed, whether:-	Yes	
a)	The Gift / Settlement Deed is duly stamped and registered	Yes	
b)	The Gift / Settlement Deed has been attested by two witnesses	Yes	
c)	The Gift / Settlement Deed transfers the property to Donee	Yes	
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:-	Yes	
e)	Whether there is any restriction on the Donor in executing the Gift / Settlement Deed in question	No	
f)	Whether the Donee is in possession of the gifted property	Yes	
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	No	



<i>h)</i>	<i>Any other aspect affecting the validity of the title passed through the Gift / Settlement Deed</i>	<i>No</i>
<i>15. a)</i>	<i>In case of Partition / Settlement Deeds, whether the Original Deed is available for deposit, if not the modality / procedure to be followed to create a valid and enforceable mortgage:-</i>	<i>No</i>
<i>b)</i>	<i>Whether Mutation has been effected and whether the Mortgagor is in possession and enjoyment of his share</i>	<i>No</i>
<i>c)</i>	<i>Whether the partition made is valid in law and the Mortgagor has acquired a mortgage able title thereon</i>	<i>No</i>
<i>d)</i>	<i>In respect of partition by a decree of court, whether such decree has become final and all other conditions / formalities are completed / complied with</i>	<i>No</i>
<i>e)</i>	<i>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?</i>	<i>No</i>
<i>16.</i>	<i>Whether the title documents include any testamentary documents / wills?</i>	<i>No</i>
<i>a)</i>	<i>In case of wills, whether the will is registered will or unregistered will?</i>	<i>No</i>
<i>b)</i>	<i>Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?</i>	<i>No</i>
<i>c)</i>	<i>Whether the property is mutated on the basis of will?</i>	<i>No</i>
<i>d)</i>	<i>Whether the original will is available?</i>	<i>No</i>
<i>f)</i>	<i>What are the circumstances and / or documents to establish the will in question is the last and final will of the testator?:- (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness / validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother / Original title deeds are to be explained)</i>	<i>No</i>
<i>17.a)</i>	<i>Whether the property is subject to any wakf rights?:-</i>	<i>No</i>
<i>b)</i>	<i>Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?</i>	<i>No</i>
<i>c)</i>	<i>Precautions / Permissions, if any in respect of the above cases for creation of mortgage?</i>	<i>No</i>
<i>18. a)</i>	<i>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:-</i>	<i>No</i>
<i>b)</i>	<i>Please also comment on any other aspect which may adversely affect the validity of security in such cases?</i>	<i>No</i>
<i>19. a)</i>	<i>Whether the property belongs to any trust or is subject to the rights of any trust?:-</i>	<i>No</i>
<i>b)</i>	<i>Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?</i>	<i>No</i>
<i>c)</i>	<i>If so additional precautions/permissions to be obtained for creation of valid mortgage?</i>	<i>No</i>
<i>d)</i>	<i>Requirements, if any for creation of mortgage as per the central / state laws applicable to the trust in the matter</i>	<i>No</i>



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?	No	
c)	<b>In the case of conversion of Agricultural Land for Commercial purposes or otherwise, whether requisite procedure followed / permission obtained</b>	Yes	
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	No	
23. a)	<b>Whether the property is involved in or subject matter of any litigation which is pending or concluded?</b>	No	
b)	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No	
c)	Whether the title documents have any court seal / marking which points out any litigation / attachment / security to court in respect of the property in question? In such case please comment on such seal / marking	No	
24. a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered:-	No	
b)	Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	No	
c)	Whether the person(s) creating mortgage has / have authority to create mortgage for and on behalf of the firm:-	No	
25. a)	<b>Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage / execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association / provision for common seal etc</b>	No	
b) (i)	Whether the property (to be mortgaged) is purchased by the above Company, from any other Company or Limited Liability Partnership (LLP) Form	N. A.	
b) (ii)	If yes, whether, the Search of Charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC), in respect of such Vendor Company / LLP (Seller) and the Vendor Company (Purchaser)	N. A.	
b) (iii)	Whether the above Search of Charges, reveals any prior charges / encumbrances, on the property (proposed to be mortgaged), created by the Vendor Company (Seller) ?	N. A.	
b) (iv)	If the Search reveals encumbrances / charges, whether such	N. A.	



	<i>charges / encumbrances, have been satisfied ?</i>	
26.	<i>In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws</i>	Yes
27.a)	<i>Whether any POA is involved in the chain of title?</i>	No
b)	<i>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</i>	No
c)	<i>In case the title document is executed by the POA holder, please clarify whether the POA involved is -</i>	No
i	<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</i>	No
ii	<i>Other type of POA (Common POA)</i>	N. A.
d)	<i>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</i>	Not Available
e)	<i>In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA</i>	
i	<i>Whether the original POA is verified and the title investigation is done on the basis of original POA?</i>	N. A.
ii	<i>Whether the POA is a registered one?</i>	N. A.
iii	<i>Whether the POA is a special or general one?</i>	N. A.
iv	<i>Whether the POA contains a specific authority for execution of title document in question?</i>	N. A.
f)	<i>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?)</i>	N. A.
g)	<i>Please comment on the genuineness of POA?</i>	N. A.
h)	<i>The unequivocal opinion on the enforceability and validity of the POA?</i>	N. A.
28.	<i>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</i>	N. A.
29.	<i>If the property is a flat / apartment or residential / commercial complex, check and comment on the following</i>	—
a)	<i>Promoter's / Land owner's title to the land / building</i>	Yes
b)	<i>Development Agreement / Power of Attorney</i>	Yes
c)	<i>Extent of authority of the Developer / Builder</i>	Yes
d)	<i>Independent title verification of the Land and / or building in question</i>	N. A.
e)	<i>Agreement for Sale (duly registered)</i>	Yes



f)	Payment of proper Stamp Duty	Yes	
g)	Requirement of registration of Sale Agreement, Development Agreement, POA, etc.	Title Registered	Deeds -
h)	Approval of building plan, permission of appropriate / local authority, etc.	Yes	
i)	Conveyance in favour of Society / Condominium concerned	No	
j)	Occupation Certificate / Allotment Letter / Letter of Possession	Refer	Clause No. 8
k)	Membership details in the Society etc.	Refer	Clause No. 8
l)	Share Certificate	Refer	Clause No. 8
m)	No - objection Letter from the Society	Bank to take it on records	
n)	All legal requirements under the local / Municipal laws regarding ownership of flats / Apartment / 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	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	No	
q)	Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc	Yes	
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof	Refer	Clause No. 8
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	Refer	Clause No. 30
32.	Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy?	N. A.	
33. 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	
34.	Details of RTC Extracts / Mutation Extracts / Katha Extracts pertaining to the property in question	N. A.	
35.	Whether the name of mortgagor is reflected as owner in the Revenue / Municipal / Village records?	N. A.	
36. a)	Whether the property offered as security is clearly demarcated?	Yes	
b)	Whether the demarcation / partition of the property is legally valid?	Yes	
c)	Whether the property has clear access as per documents?	Yes	
37.	Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?	Yes	
a)	Document in relation to electricity connection	N. A.	
b)	Document in relation to water connection	N. A.	
c)	Document in relation to Sales Tax Registration, if any	N. A.	



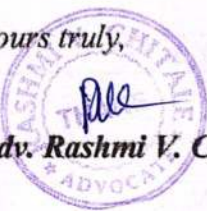
	<i>applicable</i>	
d)	<i>Other utility bills, if any</i>	<i>N. A.</i>
38.	<i>In respect of the boundaries of the property, whether there is a difference / discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate / comment on the same</i>	<i>No</i>
39.	<i>If the Valuation Report and / or Approved / Sanctioned Plans, are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the Valuation Report and / or Approved Plan, are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the Advocate)</i>	<i>N. A.</i>
40.	<i>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:-</i>	<i>N. A.</i>
41.	<i>Whether the Bank will be able to enforce SARFEASI Act, if required against the property offered as security?</i>	<i>Yes</i>
42.	<i>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</i>	<i>N. A.</i>
43.	<i>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</i>	<i>N. A.</i>
44.	<i>Additional aspects relevant for investigation of title as per local laws</i>	<i>N. A.</i>

45. Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security: - NIL

46.	<b>The specific persons who are required to create mortgage/to deposit documents creating mortgage</b>	<b>Raju S. Dawra &amp; Kiran B. Dawra</b>
47.	<b>Certificate</b>	<b>---</b>
i.	<b>Whether the Real Estate Project, comes under Real Estate (Regulation &amp; Development) Act, 2016</b>	<b>No</b>
ii	<b>Whether the Project, is registered with the Real Estate Regulatory Authority ? If so, the details of such registration are to be furnished</b>	<b>N. A.</b>
iii	<b>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</b>	<b>N. A.</b>

Yours truly,

Adv. Rashmi V. Chitale



**ANNEXURE – C**  
**CERTIFICATE OF TITLE**

- 01) I have examined the Photocopy / ies of Title Deeds, as verified by the Branch and intended to be deposited relating to the Schedule Immovable Property and offered as security by way of Equitable Mortgage and that in my opinion, the documents of title, as more particularly referred hereunder, are valid evidence of right, title and interest and that, if the said Equitable Mortgage, in the mode and manner as stated hereunder, it will satisfy the requirements of creation of Equitable Mortgage and we further certify that:-
- 02) 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.
- 03) 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 Mortgagor / 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.
- 04) Following scrutiny of Land Records / Revenue Records, relative Title Deeds, Certified Copies of such Title Deeds, as obtained from the concerned Registrar Office and Encumbrance Certificate (EC), I hereby certify the genuineness of the said Title Deeds. Suspicious / Doubt, if any, has been clarified by making necessary enquiries.
- 05) 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 said Immovable Property, as covered by said Title Deeds. The said Immovable Property, is free from all encumbrances, **subject to mortgage of State Bank of India (SBI).**
- 06) 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).
- 07) Minor / (s) and his / her / their interest in said Immovable Property, is to the extent of \_\_\_\_\_ (Specify the share of the Minor with Name). (Strike out if not applicable):- N. A.
- 08) The Equitable Mortgage, if created, will be available to the Bank, for the liability of the **Intending Borrowers / Mortgagors – Raju S. Dawra & Kiran B. Dawra.**
- 09) I certify that, said **Raju S. Dawra & Kiran B. Dawra**, has / have an absolute, clear and marketable title, over said Schedule Immovable Property, **subject to mortgage of State Bank of India (SBI).** I further certify that, the title deeds, as more particularly mentioned hereunder are genuine and a valid Equitable Mortgage, can be created and the said Equitable Mortgage would be enforceable, **subject to mortgage of State Bank of India (SBI).**
- 10) In case of creation of Equitable Mortgage, by way of deposit of title deeds, we certify that, the deposit of following title deeds / documents, would create a valid and enforceable Equitable Mortgage :-



#	Particulars
01.	Original Registered Articles of Agreement - 19.05.2010 - Neelkanth Mansions & Infrastructure Pvt. Ltd. (Developers) and Raju S. Dawra & Kiran B. Dawra (TNN - 5 - 5682 - 26.05.2010)
02.	Original Registration Receipt
03.	Original Stamp Duty Payment Receipt
04.	Index - II (Articles of Agreement - 19.05.2010)
05.	Original Share Certificate, issued by the Society, in respect of Flat No. 1602
06.	Original No - objection Certificate (NOC), issued by the Society, in favour of the Bank, for creation of mortgage

- 11) There are no legal impediments for creation of the Equitable Mortgage, under any applicable Law/ Rules in force.
- 12) It is certified that, property, is SARFAESI Complaint.

### **ANNEXURE - C - 1**

#### **CERTIFICATE OF TITLE ON BASIS OF CERTIFIED COPIES OF TITLE DEEDS**

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, as covered by said Certified Copies of Title Deeds. The Property is free from all encumbrances, **subject to mortgage of State Bank of India (SBI).**

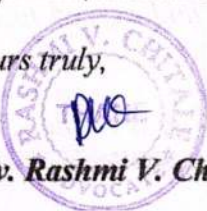
#### **SCHEDULE**

**(Description of Immovable Property)**

Flat No. 1602 (Carpet - 1,016 Sq. Ft.), 16<sup>th</sup> Floor, Neelkanth Greens Snowdrop CHSL (Type - E - 1), Complex - Neelkanth Greens, Near Tikujiniwadi, Off G. B. Road, Thane (West), Pin - 400 610, Survey Nos. 312 / 1 - A, 316 (Part), 318 / 1 - D, 319 / 1 - A & B and 321 (Part), Village - Majiwade, Taluka & District - Thane

Yours truly,

**Adv. Rashmi V. Chitale**



**ANNEXURE - A**

#	Date	Name / Nature of the Document	Original / Certified / Photocopy	Whether original scrutinized
01.	01.09.2006	Environment Clearance Certificate	Photocopy	N. A.
02.	07.10.2006	Advocate's Title Report	Photocopy	N. A.
03.	01.11.2008	Revised Commencement Certificate	Photocopy	N. A.
04.	19.05.2010	Reg. Articles of Agreement	Photocopy	N. A.
05.	30.03.2013	Occupancy Certificate	Photocopy	N. A.
06.	22.05.2015	Share Certificate	Photocopy	N. A.
07.	03.04.2018	Index - II (Notice of Intimation - 23.12.2014)	Photocopy	N. A.

**FLOW OF TITLE****LAND DOCUMENTS**

Whereas, from Index - II [Notice of Intimation - Mortgage - 23.12.2014 - Raju S. Dawra and State Bank India (SBI) (TNN - 5 - 232 - 14.01.2015)], it is observed that Flat No. 1602, 16<sup>th</sup> Floor, Building - Snowdrop, Complex - Neelkanth Greens (Hereinafter referred to as the said Flat) (Hereinafter referred to as the said Flat), as constructed by Neelkanth Mansions & Infrastructure Pvt. Ltd. (Hereinafter referred to as the said Developers), on Survey Nos. 312 / 1 A, 316 (Part), 318 / 1 - D, 319 / 1 - A, 319 / 1 - B / 1 of Village - Majiwade, Taluka & District - Thane (Hereinafter referred to as the said property) (Hereinafter referred to as the said property), is **already mortgaged** with the **State Bank of India (SBI)** and present **Title Search Report**, is being drawn for granting **Renewal Purpose**.

Whereas, Fardun N. Mulla & Ors., was the owners of said property.

Whereas, vide execution of following documents, Neelkanth Mansions & Infrastructure Pvt. Ltd., became entitled to said property:-

Date	Document	Particulars
31.12.2003	Development Agreement	Fardun N. Mulla & Ors. + Lok Holdings & Construction Ltd. → Bahar Housing & Developers (TNN - 2 - 594 - 23.01.2004)
13.03.2006	Development Agreement	Bahar Housing & Developers → Neelkanth Mansions & Infrastructure Ltd. (TNN - 2 - 1948 - 13.03.2006)
22.12.2009	Fresh Certificate of Incorporation	name of Neelkanth Mansions & Infrastructure Ltd. was changed to Neelkanth Mansions & Infrastructure Pvt. Ltd.

**PERMISSION DOCUMENTS**

Whereas, Environment Clearance Certificate, dated 01.09.2006, in respect of said property, was issued by the Union Ministry of Environment & Forests, Government of India.

That, by Advocate's Title Report, dated 07.10.2006 (Adv. Purnanand & Co.), it is certified that - Title of recited owners, to said property, is clear, marketable.



Whereas, Revised Commencement Certificate, dated 01.11.2008, was issued by the Thane Municipal Corporation (TMC), in respect of construction of Building No. E - 1 (Lower Stilt + 27<sup>th</sup> Floor), on said property.

Whereas, Neelkanth Mansions & Infrastructure Pvt. Ltd., commenced construction of Building - Snowdrop (Typical Floor Plan Building Type - E - 1 = Snowdrop), on said property, in the Complex, to be known as 'Neelkanth Greens'.

Whereas, Occupancy Certificate, dated 30.03.2013, is issued by the Thane Municipal Corporation (TMC), in respect of Building - E - 1 (Lower Stilt + Stilt - 1 + Stilt - 2 + 27<sup>th</sup> Floor), as constituted on said property.

### **FLAT DOCUMENTS**

Whereas, by Registered Articles of Agreement, dated 19.05.2010, Neelkanth Mansions & Infrastructure Pvt. Ltd. (Developers), have sold / transferred said Flat, to Raju S. Dawra & Kiran B. Dawra (TNN - 5 - 5682 - 26.05.2010).

Whereas, Society, known as Neelkanth Greens Snowdrop CHSL, is formed / registered (Year of Registration - 2013) (Hereinafter referred to as the said Society) and have issued Share Certificate No. 60, dated 22.05.2015, in the name of Raju S. Dawra & Kiran B. Dawra, in respect of said Flat.

Therefore, the chain of title is complete.

Yours truly,

Adv. Rashmi V. Chitale

