

# Padiyar & Co.

**Advocates & Legal Consultants**

Unit No.111, The Summit Business Bay, Opp. PVR Cinema, A. K. Road, Andheri (E), Mumbai -93

Cell : 9323802133

Tel : 8169819787/49736054

Email : padiyarco@gmail.com

REF: PC/SBI/ Goregaon East Br./LSR-481/22

20.09.2022

## Annexure - B: Report of Investigation of Title in respect of immovable Property

1.	a) Name of the Branch/BU seeking opinion	State Bank of India SME- Goregaon (East), Mumbai 400062.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Instruction received from the bank.
	c) Name of the Borrower	<b>M/S. ANANT ENTERPRISES.</b>
2.	a) Type of Loan	--
	b) Type of Property	<b>Flat No.601</b>
3.	a) Name of the Property/concern/ company/person offering the property (is) as security	<b>MR. NARESHKUMAR RATANLAL OZA.</b>
	b) Constitution of the Property/concern/ person/body/authority offering the property for creation of charge.	Individual
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Guarantor/Owner/Mortgagor
4.	Value of Loan (Rs. in crores)	-
5.	Complete or full description of the immovable property (ies) offered as security for creation of mortgage whether equitable/ registered mortgage.	<b>Flat No.601</b> (admeasuring 2075 sq. ft. carpet area (192.84 sq. mtrs.) on the 6 <sup>th</sup> Floor, along-with Two Car Parking space Building known as "Kabra Prarthna" at JVPD Scheme, Road No. 5, Vile Parle (West), Mumbai- 400049, constructed at all that piece and parcel of land bearing

		Greater Mumbai.			
	(a) City Survey No.	Survey No. 195 (Part), CTS No. 26A			
	(b) Door No. (in case of house property)	<b>Flat No.601</b>			
	(c) Extent/area including plinth/built up area in case of house property	Admeasuring about 2075 sq. ft. Carpet area (192.84 Sq. mtr.)			
	(d) Locations like name of the place, village, city, registration, sub-district, etc.	Situated at Village – Vile Parle (West) within the Registration Sub-District of Vile Parle District Mumbai Suburban, within Greater Mumbai.			
	(e) Boundaries	N/A			
6.	a) Particulars of the documents scrutinized – serially and chronologically (a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified <b>Note:</b> Only Originals or Certified extracts from the registering/land/revenue/other authorities be examined.				
	<b>Sr. No.</b>	<b>Date</b>	<b>Name Nature of the Document</b>	<b>Original/certified copy/certified extract/photocopy, etc.</b>	<b>In case of copies, whether the original was scrutinized by the advocate</b>
	1.	07.10.2019	Registered Agreement for Sale dated 07.10.2019 executed between M/s. Kabra Estate and Investment Consultants, as the “Developer” of the First Part, Juhu Prarthana Co-operative Housing Society Limited, as the “Society” of the Second	Original	Original scrutinized

			<p>"Member-1" of the Third Part and <b>Mr. Nareshkumar Ratanlal Oza</b>, as the "Member-2" of the Fourth part, the document duly registered under serial No.BDR-1-10939-2019 dated 07.10.2019, by Sub-Registrar Office of Andheri-1 along-with Stamp duty paid Challan</p>		
	2.	07.10.2019	<p>Registration Receipt No.12337 (Document No.BDR-1-10939-2019) dated 07.10.2019, in the name of <b>Mr. Nareshkumar Ratanlal Oza</b>.</p>	Original	Original scrutinized
	3.		Index No. II	Original	Original scrutinized
	4.	30.12.2006	<p>Registered Transfer Deed dated 30.12.2006, executed between, Mr. Charanjit Chanana, as the "Transferor" of the First Part, and Mr. Nareshkumar Ratanlal Oza, as the "Transferee" of the Second Part, the document duly registered under serial</p>	Original	Original scrutinized

			Andheir-1.		
	5.	30.12.2006	Registered Transfer Deed dated.30.12.2006, executed between, Mrs. Surender Kumari Chanana, as the "Transferor" of the First Part, and Mr. Nreshkumar Ratanlal Oza, as the "Transferee" of the Second Part, the document duly registered under serial no. BDR-1/195/2007, dated.09.01.2007, by Sub-Registrar Office of Andheir-1.	Original	Original scrutinized
	6.		Specific Power of Attorney executed by Mr. Manish Kamalkishore Kabra in favour of Mr. Sudhir Shekar Shetty.	Xerox Copy	Original not scrutinized
	7.	25.02.1984	Share Certificate bearing No.19 dated 25.02.1984, issued by Juhu Prarthana Co-operative Housing Society Limited for 5 Shares for Rs.50/- each bearing distinctive No. from 91 to 95 both inclusive in name of Mr. Charanjit	Original	Original scrutinized

			Ratanlal Oza, on 27.10.2008.		
	8.	25.02.1984	Share Certificate bearing No.20 dated 25.02.1984, issued by Juhu Prarthana Co-operative Housing Society Limited for 5 Shares for Rs.50/- each bearing distinctive No. from 96 to 100 both inclusive in name of Mrs. Surender Kumari Chanana, and duly transferred in name of Mr. Nreshkumar Ratanlal Oza, on 27.10.2008.	Original	Original scrutinized
	9.	07.06.2019	Part Occupation Certificate & Building Completion Certificate dated.07.06.2019, issued by Special Planning Authority MHADA.	Xerox Copy	Original not scrutinized
	10	23.07.2018	Further Commencement Certificate dated.23.07.2018, issued by Municipal Corporation of Greater Mumbai.	Xerox Copy	Original not scrutinized
	11	18.07.2017	Registration Certificate of Project dated.18.07.2017,	Xerox Copy	Original not scrutinized



	12	15.05.2015	Commencement Certificate dated 15.05.2015, issued by Municipal Corporation of Greater Mumbai.	Xerox Copy	Original not scrutinized
	13	14.01.2015	IOD dated.14.01.2015, issued by Municipal Corporation of Greater Mumbai.	Xerox Copy	Original not scrutinized
	14	27.12.2010	Board Resolution Passed dated.27.12.2010, issued by Juhu Prathana Co-operative Housing Society Limited.	Xerox Copy	Original not scrutinized
	15		Property Card	Xerox Copy	Original not scrutinized
7a.	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>HL: If the Value of loan=&gt;Rs.1 Crore</b> and in case of commercial loans irrespective of the loan component)			<b>Already obtained by Bank</b>	
b.	<p>i) Whether all pages in certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the Original documents submitted?</p> <p>ii) Where the certified copies of the title documents are not available, the Copy of 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.</p> <p>(In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently &amp; cautiously)</p>			<p><b>YES</b></p> <p><b>YES</b></p>	
8.	a) Whether the records of registration are				

	available, whether any verification or cross checking are made and the comments/findings in this regard.	
	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?	<b>Not Applicable</b>
	d) Whether proper registration of documents completed. Details thereof to be provided.	<b>Not Applicable</b>
9.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	<b>Borivali</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>No</b>
	c) Whether search has been made at all the offices named at (b) above?	<b>Yes</b>
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	<b>No.</b>
<b>10a</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 holder.	<b>Separate sheet is attached herewith.</b>
<b>b</b>	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. <b>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).</b>	<b>Not Applicable</b>
<b>c</b>	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.	<b>Not Applicable</b>
<b>11a</b>	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam	<b>Ownership</b>

b	Whether the documents is properly stamped	<b>Not Applicable</b>
c	Whether the document is properly registered	<b>Not Applicable</b>
	If Leasehold whether	<b>No</b>
	a) lease Deed is duly stamped and registered	<b>Not Applicable</b>
	b) lessee is permitted to mortgage the Leasehold right,	<b>Not Applicable</b>
	c) duration of the Lease/unexpired period of lease,	<b>Not Applicable</b>
	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.	<b>Not Applicable</b>
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	<b>Not Applicable</b>
	f) Right to get renewal of the leasehold rights and nature thereof.	<b>Not Applicable</b>
<b>11.</b>	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether :	<b>No</b> ✓
	a) Grant/agreement, etc. provides for alienable rights to the mortgagor with or without conditions,	<b>Not Applicable</b>
	b) The mortgagor is competent to create charge on such property.	<b>Not Applicable</b>
	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	<b>Not Applicable</b>
	<b>If occupancy right, whether;</b>	<b>No.</b> ✓
	a) Such right is heritable and transferable,	<b>Not Applicable</b>
	b) Mortgage can be created.	<b>Not Applicable</b>
<b>12.</b>	If the property has been transferred by way of Gift/Settlement Deed, whether:	<b>NO</b> ✓
	a) The Gift/Settlement Deed is duly stamped and registered;	<b>No</b>
	b) The Gift/Settlement Deed has been attested by two witnesses;	<b>No</b>
	c) The Gift/Settlement Deed transfers the property to Donee;	<b>No</b>
	d) Whether the Donee has accepted the gift	<b>No</b>



	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	<b>No</b>
	f) Whether the Donee is in possession of the gifted property;	<b>No</b>
	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;	<b>No</b>
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	<b>No</b>
<b>13.</b>	Has the property been transferred by way of partition/family settlement deed	<b>No</b> /
a	Whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage	<b>Not Applicable</b>
b	Whether mutation has been effected	<b>Not Applicable</b>
c	Whether the mortgagor is in possession and enjoyment of his share.	<b>Not Applicable</b>
d	Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	<b>Not Applicable</b>
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.	<b>Not Applicable</b>
<b>14.</b>	Whether the title documents include any testamentary documents /wills?	<b>No</b> /
a)	In case of wills, whether the will is registered will or unregistered will?	<b>Not Applicable</b>
b)	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	<b>Not Applicable</b>
c)	Whether the property is mutated on the basis of will?	<b>Not Applicable</b>
d)	Whether the original will is available?	<b>Not Applicable</b>
e)	Whether the original death certificate of the testator is available?	<b>Not Applicable</b>
f)	What are the circumstances...	

	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.)	
15.	Whether the property is subject to any wakf rights/belongs to church /temple or any religious/other institution	<b>NO</b> /
	a) Any restriction in creation of charges on such properties	<b>Not Applicable</b>
	b) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	<b>Not Applicable</b>
16	a) Where the property is a HUF /joint family property?	<b>No</b> /
	b) Whether mortgage is created for family benefit/legal necessary, Whether the major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	<b>Not Applicable</b>
	c) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	<b>Not Applicable</b>
17.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	<b>No</b> /
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	<b>Not Applicable</b>
	c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	<b>Not Applicable</b>
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter	<b>Not Applicable</b>
18.	Is the property an <b>Agricultural land</b>	<b>NO</b> /
	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.	<b>Not Applicable</b>
	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?	<b>Not Applicable</b>
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	<b>Not Applicable</b>
19.	a) Whether the property is affected by any local laws or other restrictions?	<b>NO</b> /

	b) Additional aspects relevant for investigation of title as per local laws.	<b>Not Applicable</b>
<b>20.</b>	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	<b>Not Applicable</b>
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	<b>Not Applicable</b>
<b>21.</b>	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	<b>NO</b>
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	<b>Not Applicable</b>
	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?	<b>Not Applicable</b>
<b>22.</b>	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	<b>NO</b>
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	<b>Not Applicable</b>
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	<b>Not Applicable</b>
<b>23.</b>	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation 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>
a	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	<b>Not Applicable</b>
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 vendee company (purchaser)?	<b>Not Applicable</b>

d	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No.	<b>Not Applicable</b>
<b>24.</b>	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	<b>NO</b>
<b>25.</b>	a) Whether any POA is involved in the chain of title?	<b>YES Specific POA dated 11.01.2013</b>
	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.	<b>NO</b>
	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 Property Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of Property's/Property's (Builder's POA) or (ii) other type of POA (Common POA).	<b>NO</b>
	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.	<b>NO</b>
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	<b>NO</b>
	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?	<b>NO</b>
	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 ...)	<b>NO</b>



26.	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.	<b>NO</b>
27.	If the property is a Property/Flat or residential/commercial complex, check and comment on the following:	<b>Residential Flat</b>
	a) Promoter's/Land owner's title to the land/building;	<b>YES Clear</b>
	b) Development Agreement/Power of Attorney;	<b>N/A</b>
	c) Extent of authority of the Developer/builder	<b>Full</b>
	d) Independent title verification of the Land and/or building in question	<b>No</b>
	e) Agreement for sale (duly registered);	<b>Yes registered</b>
	f) Payment of proper stamp duty	<b>Paid</b>
	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	<b>No</b>
	h) Approval of building plan, permission of appropriate/local authority, etc.;	<b>YES Required</b>
	i) Conveyance in favour of Society/Condominium concerned.	<b>Not Applicable</b>
	j) Occupancy Certificate/allotment letter/letter of possession;	<b>Yes, Issued</b>
	k) Membership details in the Society etc.;	<b>Yes</b>
	l) Share Certificates	<b>Yes, Issued</b>
	m) No Objection Letter from the Society;	<b>NOC from Society for mortgage is obtained</b>
	n) All legal requirements under the local/Municipal laws, regarding ownership of Properties/Flats/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	<b>Not Applicable</b>
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any	<b>YES with Society/Builders</b>
	p) If the property is a vacant land and construction is yet to be made, approval of	<b>No</b>



	II A. Whether the Real Estate Project comes Under (Regulation and Development) Act, 2016?	<b>Not Applicable</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>Not Applicable</b>
	II.C. Whether the registered agreement for sale as prescribed in the Above Act/Rules there Under is executed?	<b>Not Applicable</b>
	II.D. Whether the Details of the apartment/plot in question are verified with the list of apartments or Plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	<b>Not Applicable</b>
<b>28.</b>	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	<b>Existing Charge of SBI</b> ✓
<b>29.</b>	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.	<b>30 Years 1993-2022</b> ✓
<b>30.</b>	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	<b>Paid.</b>
<b>31.</b>	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	<b>N/A</b> <b>C/A Certificate/Declaration may be obtained.</b>
<b>32.</b>	a) Details of RTC extracts/mutation extracts/Katha extract Pertaining to the property in question.	<b>Not Applicable</b>
	b) Whether the name of mortgagor is reelected as owner in the revenue/Municipal/Village records?	<b>Not Applicable</b>
<b>33.</b>	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation/ partition of the property is legally valid? c) Whether the property has clear access as per documents? <b>(The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).</b>	<b>Yes</b> / <b>Yes</b> / <b>Yes</b> /

	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.	
	b. Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	<b>No.</b>
<b>35.</b>	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.  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.	<b>Valuation Report Verified by us</b>
<b>36.</b>	a. Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	<b>Nil.</b>
	<b>b. Property is SARFAESI compliant (Y/N)</b>	<b>Yes</b> /
<b>37.</b>	a. Whether original title deeds are viable for creation of equitable mortgage.	<b>YES</b> /
	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.	<b>Not Applicable</b>
<b>38.</b>	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security	<b>Equitable Mortgaged Created</b> /
<b>39.</b>	The specific persons who are required to create mortgage/to deposit documents creating mortgage	<b>MR. NARESHKUMAR RATANLAL OZA.</b> /

Place: Mumbai

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 of **Equitable Mortgaged Created** it will satisfy the requirements of creation of **Equitable Mortgaged** 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 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. There is prior mortgage/charges Encumbrances of **SBI** whatsoever as could be seen from the encumbrances certificate for the period from 1993 to 2022 pertaining to the immovable property i.e. covered by above said title deeds. The Property is free from all encumbrances, **Subject to charge of State Bank of India.**
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) **(Not Applicable).**
7. Minor (s) and his / their interest in the property (ies) to the extent of (specify the share of minor with name) strike out if not applicable **(Not Applicable).**
8. The Mortgage if created will be available to the bank for the liability of the intending borrower **M/S. ANANT ENTERPRISES, Subject to charge of State Bank of India.**
9. Certify that **MR. NARESHKUMAR RATANLAL OZA**, have an absolute clear and marketable title over the schedule property/(ies). I Further certify that the above title deed are genuine and a valid mortgaged can be created and the said mortgaged would be enforceable, **Subject to charge of State Bank of India.**



1.	Original Registered Agreement for Sale dated 07.10.2019 executed between M/s. Kabra Estate and Investment Consultants, as the "Developer" of the First Part, Juhu Prarthana Co-operative Housing Society Limited, as the "Society" of the Second Part, <b>Mr. Nareshkumar Ratanlal Oza</b> , as the "Member-1" of the Third Part and <b>Mr. Nareshkumar Ratanlal Oza</b> , as the "Member-2" of the Fourth part, the document duly registered under serial no.BDR-1-10939-2019 dated.07.10.2019, by Sub-Registrar Office of Andheri-1.
2.	Original Registration Receipt No. 12337 (Document No. BDR-1-10939-2019), dated.07.10.2019, in the name of <b>Mr. Nareshkumar Ratanlal Oza</b> .
3.	Original Stamp Duty paid Receipt/MTR Challan in the name of <b>Mr. Nareshkumar Ratanlal Oza</b> .
4.	Index No. II
5.	Original Registered Transfer Deed dated.30.12.2006, executed between, Mr. Charanjit Chanana, as the "Transferor" of the First Part, and Mr. Nareshkumar Ratanlal Oza, as the "Transferee" of the Second Part, the document duly registered under serial no. BDR-1/196/2007, dated.09.01.2007, by Sub-Registrar Office of Andheir-1.
6.	Original Registered Transfer Deed dated.30.12.2006, executed between, Mrs. Surender Kumari Chanana, as the "Transferor" of the First Part, and Mr. Nareshkumar Ratanlal Oza, as the "Transferee" of the Second Part, the document duly registered under serial no. BDR-1/195/2007, dated.09.01.2007, by Sub-Registrar Office of Andheir-1.
7.	Original Share Certificate No.19, in name of Mr. Nareshkumar Ratanlal Oza, on 27.10.2008.
8.	Original Share Certificate No.20 in name of Mr. Nareshkumar Ratanlal Oza, on 27.10.2008.
9.	Copy of Specific Power of Attorney executed by Mr. Manish Kamalkishore Kabra in favour of Mr. Sudhir Shekar Shetty.
10.	Copy of Part Occupation Certificate & Building Completion Certificate dated.07.06.2019, issued by Special Planning Authority MHADA.
11.	Copy of Further Commencement Certificate dated.23.07.2018



13.	Copy of Commencement Certificate dated.15.05.2015, issued by Municipal Corporation of Greater Mumbai.
14.	Copy of IOD dated.14.01.2015, issued by Municipal Corporation of Greater Mumbai.
15.	Copy of Latest Maintenance tax Paid Bill/Receipt.
16.	Copy of Latest Electricity Bill
17.	<b>Original NOC from Society of mortgage of said Flat in Bank's favour</b>

11. There are no legal impediments for creation of the mortgage under any applicable law/rules of force.

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

#### **SCHEDULE OF THE PROPERTY (IES)**

**Flat No.601** (admeasuring 2075 sq. ft. carpet area (192.84 sq. mtrs.) on the 6<sup>th</sup> Floor, along-with Two Car Parking space Building known as "Kabra Prarthna" at JVPD Scheme, Road No. 5, Vile Parle (West), Mumbai- 400049, constructed at all that piece and parcel of land bearing Survey No. 195 (Part), CTS No.26/A of Village – Vile Parle (West) within the Registration Sub-District of Vile Parle District Mumbai Suburban, within Greater Mumbai.

#### **Note:**

1. Please re-confirm that the lien of the Bank is marked in the records of the Society, subsequent to disbursement of the loan.
2. Enquiry with builders or societies and obtaining/confirming the genuinity of issue of NOC from them shall be carried out independently by the bank officials.
3. Compulsory Registration by way of Intimation of Equitable Mortgage effective from 01/04/2013, by the mortgagor in the concerned sub-registrar office
4. Originals are to be verified from certified copies obtained from sub registrar office before release of loan.
5. Physical Identification and veracity of the Property shall be compared with Certified Copy and valuation Report and any clarification with regard to Society verification etc. is the responsibility of the Bank.
6. Opinion is issued on the basis of documents submitted to us and

**ANNEXURE - 1:  
FLOW OF TITLE**

1. It is observed that from the document submitted before us that, Juhu Prarthana Co-operative Housing Society Limited Situated at piece and parcel of land or ground situated/lying at JVPD Scheme, Road No. 5, Vile Parle (West), Mumbai- 400049 bearing Survey No. 195 (Part), CTS No. 26A of Village - Vile Parle (west) within the Registration Sub-District of Vile Parle District Mumbai Suburban, within Greater Mumbai, originally constructed and developed by Maharashtra Housing Board.
2. Further it is observed that, the said Juhu Prarthana Co-operative Housing Society Limited registered under the provisions of Maharashtra Co-operative societies Act, 1960 having its Registration No. BOM/HSG/8011/1983.
3. Further it is observed that, Mr. Charanjit Chanana, is the absolute owner of Flat No. 43 on the Ground Floor of the Juhu Prarthana Co-operative Housing Society Limited situated at Vidyanidhi Road, Juhu Scheme, Mumbai - 400049. Mr. Charanjit Chanana is absolute member of the said Juhu Prarthana Co-operative Housing Society Limited and issued Share Certificate No. 19 his favour on 25.02.1984.
4. Further it is observed that, by an Registered Transfer Deed dated.30.12.2006, executed between, Mr. Charanjit Chanana, as the "Transferor" of the First Part, and Mr. Nreshkumar Ratanlal Oza, as the "Transferee" of the Second Part, the document duly registered under serial no. BDR-1/196/2007, dated.09.01.2007, by Sub-Registrar Office of Andheri-1., Transferee had purchased Flat No. 43, on the Ground Floor, area admeasuring 550 sq. ft., carpet area, of the Juhu Prarthana Co-operative Housing Society Limited, City Survey No. 195 (part), (CTS No. 195 Part) lying and being in the Village - Vile Parle and Taluka - Andheri, situated at Vidyanidhi Road, Juhu Scheme, Mumbai - 400049, for total consideration of Rs. 25,00,000/- and on the terms and conditions mentioned therein.
5. Further it is observed that, Mrs. Surender Kumari Chanana, is the absolute owner of Flat No. 44 on the Ground Floor of the Juhu Prarthana Co-operative Housing Society Limited situated at Vidyanidhi Road, Juhu Scheme, Mumbai - 400049. Mr. Charanjit Chanana is absolute member of the said Juhu Prarthana Co-operative Housing Society Limited and issued Share Certificate No. 20 in her favour on 25.02.1984
6. Further it is observed that, Registered Transfer Deed dated.30.12.2006, executed between, Mrs. Surender Kumari Chanana, as the "Transferor" of the First Part, and Mr. Nreshkumar Ratanlal Oza, as the "Transferee" of the Second Part, the document duly registered under serial no. BDR-1/195/2007, dated.09.01.2007, by Sub-Registrar Office of Andheri-1., Transferee had purchased Flat No. 44, on the Ground Floor, area admeasuring 550 sq. ft., carpet area, of the Juhu Prarthana Co-

7. Further it is observed that, the said Juhu Prarthana Co-operative Housing Society Limited admitted Mr. Nreshkumar Ratanlal Oza as the member of Society and issued Share Certificate No. 19 & 20 in his favour.
8. Further it is observed that, by and under a Redevelopment Agreement dated.05.03.2011 along with Subsequent Rectification Deed dated.15.04.2014 executed by and between the Juhu Prarthana Co-operative Housing Society Limited of the One part and M/s. Kabra Estate and Investment Consultants of the Other Part, duly registered respectively with the Sub-Registrar of Assurance at Bandra under Sr. No. BDR-1/2670/2011, dated.05.03.2011 & BDR-1/3291-2014, dated.17.04.2014; the said society with the consent and concurrence of all its member's therein has granted to the Developer Permission to demolish and redevelop the said Building upon obtaining necessary approval from the Mumbai Housing and Area Development Board (MHADA) and had contrasted a building in accordance the building proposals to be sanctioned by the Municipal Corporation of Greater Mumbai and duly approved and accepted by the Society and the Members by using and utilizing the entire available Floor Space Index on the said land viz., to utilize and consume the total availed FLOOR Space index emanating from the said land and on the terms and conditions mentioned in the Redevelopment Agreement and the Rectification Deed.
9. Further it is observed that, the M/s. Kabra Estate and Investment Consultants have obtained IOD dated 14.01.2015 with the amendments dated.05.01.2016 and 02.04.2015 and Commencement Certificate dated 15.05.2015 and extended on .05.05.2016, 10.01.2017 & 2308.2017 issued by Municipal Corporation of Greater Mumbai and 23.07.2018, issued by the Building Permission Cell Greater Mumbai MHADA. After obtaining Necessary construction permission from the competent authority said M/s. Kabra Estate and Investment Consultants constructed building on the said plot of land known as "Kabra Prarthana" and also obtained Part Occupancy Certificate dated.07.06.2019 issued by the Building Permission Cell Greater Mumbai MHADA.
10. Further it is observed that, the Mr. Nareshkumar Ratanlal Oza had approached the builder/developer to allot him a single large Flat in lieu of his Flat No. 43 & 44 and also shown his willingness to purchase additional area on market value and accordingly the M/s. Kabra Estate and Investment Consultants had allotted the Flat No. 601 comprising 1600 sq. ft carpet area free of cost and additional 475 sq. ft area at market rate.
11. Further it is observed that, by an Registered Agreement for Sale dated 07.10.2019 executed between M/s. Kabra Estate and Investment Consultants, as the "Developer" of the First Part, Juhu Prarthana Co-operative Housing Society Limited, as the "Society" of the Second Part, **Mr. Nreshkumar Ratanlal Oza**, as the "Member-1" of the Third Part and **Mr. Nreshkumar Ratanlal Oza**, as the "Member-2" of the Fourth part, the document duly registered under serial no.BDR-1-10929-2019 dated 07.10.2019.

12. Further it is observed that, said Flat No.601 is already mortgaged with State Bank of India.
13. We are of the opinion that, **MR. NARESHKUMAR RATANLAL OZA**, have a valid, clear, Legal and marketable title to the said Flat, **Subject to charge of State Bank of India.**







**CHALLAN**  
**MTR Form Number-6**



<b>GRN</b> MH008007402202223P		<b>BARCODE</b>		<b>Date</b> 20/09/2022-14:37:30		<b>Form ID</b>	
<b>Department</b> Inspector General Of Registration				<b>Payer Details</b>			
<b>Type of Payment</b> Search Fee Other Items				<b>TAX ID / TAN (If Any)</b>			
				<b>PAN No.(If Applicable)</b>			
<b>Office Name</b> BDR1_JT SUB REGISTRAR ANDHERI NO 1				<b>Full Name</b>		Padiyar and Co	
<b>Location</b> MUMBAI							
<b>Year</b> 2022-2023 One Time				<b>Flat/Block No.</b>		CTS No.26A	
<b>Account Head Details</b>			<b>Amount In Rs.</b>		<b>Premises/Building</b>		
0030072201 SEARCH FEE			750.00		<b>Road/Street</b>		
					<b>Area/Locality</b>		Village Vile Parle
					<b>Town/City/District</b>		
					<b>PIN</b>		
					<b>Remarks (If Any)</b>  30 years 1993-2022 Flat no.601 Kabra Prarthna		
			<b>Amount In</b>		Seven Hundred Fifty Rupees Only		
<b>Total</b>			750.00		<b>Words</b>		
<b>Payment Details</b> SBIEPAY PAYMENT GATEWAY				<b>FOR USE IN RECEIVING BANK</b>			
<b>Cheque-DD Details</b>				<b>Bank CIN</b>	<b>Ref. No.</b>	10000502022092002618 4090278827613	
<b>Cheque/DD No.</b>				<b>Bank Date</b>	<b>RBI Date</b>	20/09/2022-14:37:47 Not Verified with RBI	
<b>Name of Bank</b>				<b>Bank-Branch</b>		SBIEPAY PAYMENT GATEWAY	
<b>Name of Branch</b>				<b>Scroll No. , Date</b>		1010369 , 22/09/2022	

Department ID :

Mobile No. : 9619936013

**NOTE:-** This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न केल्याच्या दस्तासाठी लागू नाही.





## SEARCH REPORT

20.09.2022

**Sub: Flat No.601** (admeasuring 2075 sq. ft. carpet area (192.84 sq. mtrs.) on the 6<sup>th</sup> Floor, along-with Two Car Parking space Building known as "Kabra Prarthna" at JVPD Scheme, Road No. 5, Vile Parle (West), Mumbai- 400049, constructed at all that piece and parcel of land bearing Survey No. 195 (Part), CTS No.26/A of Village - Vile Parle (West) within the Registration Sub-District of Vile Parle District Mumbai Suburban, within Greater Mumbai.

**A/C - MR. NARESHKUMAR RATANLAL OZA.**

State Bank of India, Goregaon East Br./LSR-481/22

Dear Sir,

As per your instruction, I have taken search of the above-mentioned property in the Sub-Registrar office Borivali from the year of 1993 to 2022.

### **SUB - REGISTRAR OFFICE AT BORIVALI FOR 30 YEARS.**

#### **YEAR            LIEN / CHARGE**

1993	Nil
1994	Nil
1995	Nil
1996	Nil
1997	Nil
1998	Nil
1999	Nil
2000	Nil
2001	Nil
2002	Nil
2003	Nil
2004	Nil
2005	Nil
2006	Nil
2007	Registered Transfer Deed dated 30.12.2006, executed between, Mr. Charanjit Chanana, as the "Transferor" of the First Part, and Mr. Nreshkumar Ratanlal Oza, as the "Transferee" of the Second Part, the document duly registered under serial no. BDR-1/196/2007, dated.09.01.2007, by Sub-Registrar Office of Andheir-1.

Registered Transfer Deed dated.30.12.2006, executed between, Mrs. Surender Kumari Chanana, as the "Transferor" of the First Part, and Mr. Nreshkumar Ratanlal Oza, as the "Transferee" of the Second Part, the document duly registered under serial no. BDR-1/195/2007, dated.09.01.2007, by Sub-Registrar Office of Andheri-1.

2008	Nil
2009	Nil
2010	Nil

	dated.05.03.2011, by Sub-Registrar of Assurance at Bandra.
2012	Nil
2013	Nil
2014	Rectification Deed dated.15.04.2014 executed by and between the Juhu Prarthana Co-operative Housing Society Limited of the One part and M/s. Kabra Estate and Investment Consultants of the Other Part, duly registered BDR-1/3291-2014, dated.17.04.2014 by Sub-Registrar of Assurance at Bandra.
2015	Nil
2016	Nil
2017	Nil
2018	Nil
2019	Registered Agreement for Sale dated 07.10.2019 executed between M/s. Kabra Estate and Investment Consultants, as the "Developer" of the First Part, Juhu Prarthana Co-operative Housing Society Limited, as the "Society" of the Second Part, <b>Mr. Nareshkumar Ratanlal Oza</b> , as the "Member-1" of the Third Part and <b>Mr. Nareshkumar Ratanlal Oza</b> , as the "Member-2" of the Fourth part, the document duly registered under serial no.BDR-1-10939-2019 dated.07.10.2019, by Sub-Registrar Office of Andheri-1.
2020	<b>Notice of Intimation dated 08.01.2020, executed between M/s. Anant Enterprises through Partners Nareshkumar Ratanlal Oza, Anuja N. Oza and Anokhee N. Oza and State Bank of India-Goregaon Mulund Link Road, the document duly registered under serial no. 144/2020, dated.14.01.2020, by Sub-Registrar Office of Andheri-3.</b>
	<b>Notice of Intimation dated.30.06.2020, executed between Anant Enterprises through Nareshkumar Ratanlal Oza and State Bank of India-SME Goregaon East, the document duly registered under serial no. 561/2020, dated.20.07.2020, by Sub-Registrar Office of Andheri-1.</b>
2021	Nil
2022	<b>Notice of Intimation dated 18.04.2022 executed between Anant Enterprises through Nareshkumar Ratanlal Oza and State Bank of India-SME Goregaon East Branch, duly registered under Sr. No.BDR1-379-2022 on 18.04.2022, at SRO Andheri-1.</b>

Enclosed: Government Fee paid vide Receipt No.MH008007402202223P  
Dated 20.09.2022