The Legalist

Advocates & Consultants

Address: 1105, Prasad Chambers, Tata Road, Opera House, Mumbai - 400 004.
Tele No. 022-23675761 E-mail : thearsgroup@gmail.com

TL/SBI/813 **Date: 01.11.2021**

To,
State Bank of India
SBI Commercial Vile Parle Branch,
3rd Floor, Parle Square Mall,
Vile Parle East, Mumbai 400057.

K/a. Mr. Anil Ghodke

Title Report
Borrower: M/s PANTAGON BUILT
Mortgagor: M/s. P.G. Enterprises

Re.: Unsold residential flats having number, floor and area as mentioned hereunder in the project known as "OM PALACE" Situate at Mittal College Road, Malad (West), Mumbai- 400 064 on land bearing Survey No. 468, Hissa No.1 (part) corresponding CTS No. 341, 341/1 to 4, Survey No. 471, Hissa No. 3 (Part) corresponding CTS No. 342, CTS No. 344, 344/1 to 16 and CTS No. 345, 345/1 to 10 in aggregating admeasuring 1584.00 sq. Mtrs. of Village Malad (South), Taluka Borivali, District Mumbai Suburban.

Upon your instructions, we have caused the Search in respect of the captioned property in the concerned Sub-Registrar of Assurances office. Relying on the documents made available to us and the search report, we have prepared title report of the captioned property.

Please find enclosed Title Report, Receipt for inspection of records and the original Search Report along with our bill.

Thanking you,

For, The Legalist

Dhiren Akbari

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Encl.: as above

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Annexure-B
Report of Investigation of Title in respect of immovable Property
(All columns/items are to be completed/commented by the Advocate)

SBI/813

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	**State Bank of India, Commercial Branch Vile Parle (04115), Vile Parle (E), Mumbai**
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	**Letter of Engagement bearing Ref. No. ADV/2021-22/061 dated 26.10.2021**
	c) Name of the Borrower.	**M/s PANTAGON BUILT**
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	**M/s. P.G. Enterprises**
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	**Partnership Firm**
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	**Guarantor**
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	**Unsold residential flats having number, floor and area as mentioned hereunder in the project known as "OM PALACE" Situate at Mittal College Road, Malad (West), Mumbai- 400 064 on land bearing Survey No. 468, Hissa No.1 (part) corresponding CTS No. 341, 341/1 to 4, Survey No. 471, Hissa No. 3 (Part) corresponding CTS No. 342, CTS No. 344, 344/1 to 16 and CTS No. 345, 345/1 to 10 in aggregating admeasuring 1584.00 sq. Mtrs. of Village Malad (South), Taluka Borivali, District Mumbai Suburban and bounded as under;** **On or towards East: CTS NO 349 and 350** **On or towards West: CTS NO 328** **On or towards North: CTS NO 346** **On or towards South: CTS NO 340**
	a) Survey No.	Survey No. 468, Hissa No.1 (part) corresponding CTS No. 341, 341/1 to 4, Survey No. 471, Hissa No. 3 (Part) corresponding CTS No. 342, CTS No. 344, 344/1 to 16 and CTS No. 345, 345/1 to 10
	b) Door/House no. (in case of house property)	As per schedule of property
	c) Extent/ area including plinth/ built up area in case of house property	As per schedule of property
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Village Malad (South), Taluka Borivali, District Mumbai Suburban
4.	a) Particulars of the documents scrutinized-serially and chronologically. b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. **Note:** Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	

	Sr. No.	Date	Name/ Nature of the Document	Original/ certified copy/	In case of copies, whether the original was

				certified extract/ photocopy, etc.	scrutinized by the advocate.
	1	19.11.2010	Development Agreement dated 19.11.2010 executed between Snehal Sadan (SRA) Co-operative Housing Society Limited, therein as Society and M/s. P. G. Enterprises, therein as Developers, in respect of development rights of land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali, District Mumbai Suburban	Photocopy	Original Scrutinized by us
	2	19.11.2010	Power of Attorney dated 19.11.2010 executed by Snehal Sadan (SRA) Co-operative Housing Society Limited, therein as Society in favour of M/s. P. G. Enterprises	Photocopy	Original Scrutinized by us
	3	19.10.2010	Deed of Conveyance dated 19.10.2010 executed between M/s. Pravin Realtors Private Limited, therein as Vendor and M/s. P. G. Enterprises, therein as Purchaser, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-1/9552/2010 at Borivali-5, in respect of land bearing CTS No. 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali, District Mumbai Suburban.	Photocopy	Original Scrutinized by us
	4	19.10.2010	Registration Receipt No. 9565 dated 19.10.2010 for Rs. 36,100/- in name of M/s. P. G. Enterprises.	Photocopy	Original Scrutinized by us
	5	26.07.2006	Deed of Conveyance dated 26.07.2006 executed between (1) Waman Hiraji Mandalkar (2) Harishchandra Hiraji through their duly constituted attorney Mr. Madhavrao Bapusaheb Patil, therein as Vendors and (1) Madharao Bapusaheb Patil, (2) Kalyanji Umarshi Shah, partners of M/s. P. G. Enterprises, therein as Purchaser, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-10/6543/2006 at Borivali-4, in respect of land bearing CTS No. 341, 341/1 to 4 of Village Malad (South), Taluka Borivali, District Mumbai Suburban.	Photocopy	Original Scrutinized by us
	6	21.09.2006	Registration Receipt No. 6581 dated 21.09.2006 for Rs. 30,800/- in name of partners of M/s. P. G. Enterprises.	Photocopy	Original Scrutinized by us
	7	26.12.2006	Deed of Rectification (to Conveyance dated 26.07.2006) dated 26.12.2006, executed between (1) MR.WAMAN HIRAJI MANDALKAR (2) MR.HARISHCHANDRA HIRAJI MANDALKAR, therein as Vendor and M/s. P. G. Enterprises, therein as Purchasers, duly Registered with Sub	Photocopy	Original Scrutinized by us

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			Registrar of Assurances bearing Document No. BDR-10/8657/2006 at Borivali-4. (CTS No. 341, 341/1 to 4, 342)		
	8	28.10.1990	Irrevocable Power of Attorney executed by (1) Waman Hiraji Mandalkar (2) Harishchandra Hiraji in favour of Madhavrao Bapusaheb Patil & others.	Photocopy	Original Scrutinized by us
	9	01.12.1991	Affidavit-cum-Declaration, dated 01.12.1991, executed by MADHUKAR PATIL & PRAHLAD KAMAT in favour of MADHAVRAO BAPUSAHEB PATIL	Photocopy	Original Scrutinized by us
	10	28.10.1990	Agreement for Sale dated 28.10.1990 executed between (1) MR.WAMAN HIRAJI MANDALKAR (2) MR.HARISHCHANDRA HIRAJI MANDALKAR, therein as Vendor and (1) MR.MADHAVRAO BAPUSAHEB PATIL (2) MR. MADHUKAR MARUTHI PATIL & (3) MR.PRAHLAD L.KAMAT, therein as Purchasers. (CTS No. 341/1 to 4)	Photocopy	Original Scrutinized by us
	11	18.10.1994	Indenture dated 18.10.1994 executed between MR.WAMAN HIRAJI MANDALKAR, therein as Vendor and MR.GANESH APPASAHEB PAWAR, therein as Purchaser, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-2/1257/1994 at Borivali-1. (CTS No. 341, 341/1 to 4)	Photocopy	Photocopy Scrutinized by us
	12	12.01.2010	Deed of Confirmation-cum-Rectification (To Indenture of Conveyance dated 18.10.1994) dated 12.01.2010, executed between (1) MR.WAMAN HIRAJI MANDALKAR (2) MR.HARISHCHANDRA HIRAJI MANDALKAR, therein as Vendor and Mr. Ganesh Appasaheb Pawar, therein as Purchaser, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-12/432/2010 at Borivali-6. (CTS No. 341, 341/1 to 4)	Photocopy	Original Scrutinized by us
	13	25.08.2010	Deed of Confirmation-cum-Declaration dated 25.08.2010 executed between MADHAVRAO BAPUSAHEB PATIL, therein as Party of the First Part and (1) MR.WAMAN HIRAJI MANDALKAR (2) MR.HARISHCHANDRA HIRAJI MANDALKAR, therein as Party of the Second Part, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-12/8249/2010 at Borivali-6. (CTS No. 342)	Photocopy	Original Scrutinized by us
	14	16.04.1971	Conveyance dated 16.04.1971 executed between SMT.KASHIBAI KRISHNA KENI & SHRI PANDURANG KRISHNA KENI, therein as Vendors and SHRI RAGHUNATH DHONDU TAKLE, therein as Purchaser, duly	Photocopy	Certified copy Scrutinized by us

			Registered with Sub Registrar of Assurances bearing Document No. BND/712/1971 at Bandra. (CTS No. 344)		
	15	29.092006	Deed of Conveyance dated 29.092006 executed between (1) RAMESH RAGHUNATH TAKLE (2) MANISHA MORESHWAR GUDEKAR NEE PUSHPA RAGHUNATH TAKLE (3) DATTA RAGHUNATH TAKLE (4) SUREKHA RAGHUNATH TAKLE (5) SADHANA SHRIKANT KESARKAR NEE SADHANA RAGHUNATH TAKLE, therein as Vendors and M/S.PRAVIN REALTORS PVT.LTD. therein as Purchaser, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-5/7670/2006 at Borivali-2. (CTS No. 344, 344/1 to 16)	Photocopy	Original Scrutinized by us
	16	07.11.2007	Deed of Conveyance dated 07.11.2007 executed between (1) SMT.PARVATIBAI PANDURANG KINI (2) MANOHAR PANDURANG KINI (3) SMT.ASHA ATMARAM VANGE (4) MISS BABLI PANDURANG KINI (5) MISS SHAKUNTALA PANDURANG KINI & (6) MR.NARESH PANDURANG KINI, therein as Vendors and (1) MR.KIRAN JAIRAM KINI & (2) MR.BHALCHANDRA DASHRATH VAITHY, therein as Confirming Party and M/S.PRAVIN REALTORS PVT.LTD. therein as Purchaser duly Registered with Sub Registrar of Assurances bearing Document No. BDR-12/8263/2007 at Borivali-6. (CTS No. 345, 345/1 to 10)	Photocopy	Original Scrutinized by us
	17	30.06.2012	Commencement Certificate bearing No. SRA/ENG/2848/PN/PL/AP dated 30.06.2012 issued by Slum Rehabilitation Authority in respect of **Rehab Building**, duly endorsed for the construction of the building comprising Ground (pt) + Stilt (pt) + 1st to 22nd Floor with OHWT on land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali	Photocopy	Photocopy Scrutinized by us
	18	30.06.2012	Commencement Certificate bearing No. SRA/ENG/2849/PN/PL/AP dated 30.06.2012 issued by Slum Rehabilitation Authority in respect of **Sale Building**, duly endorsed for the construction of the building comprising Ground + 22nd upper Floor with OHWT on land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali	Photocopy	Photocopy Scrutinized by us

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	19	27.07.2016	Approved Plan for Sale Building bearing No. bearing No. SRA/ENG/2849/PN/PL/AP dated 27.07.2016	Photocopy	Photocopy Scrutinized by us
	20	10.07.2010	Maharashtra Govt. Gazette dated 10.07.2010 in respect of Notification No.SRA/CTSO/Desk-1/T-S1/3C/CTS.No.344, 345/2010/164 issued by Slum Rehabiliation Authority	Photocopy	Photocopy Scrutinized by us
	21	17.07.1997	Maharashtra Govt. Gazette dated 17.07.1997 in respect of Notification No. SAA/MALAD/85/95 issued by Deputy Collector (ENC) and Competent Authority, Borivali.	Photocopy	Photocopy Scrutinized by us
	22	10.04.2018	Architects Certificate dated 10.04.2018 issued by Kahaan Project Consultants in respect of Rehab Building and Sale Building on the said land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali.	Photocopy	Photocopy Scrutinized by us
	23	06.02.2014	Property Tax Assessment Bill dated 06.02.2014 issued by Brihanmumbai Mahanagarpalika in name of Shri Krishna Bhiku Keni	Photocopy	Photocopy Scrutinized by us
	24	16.06.2013	Property Tax Assessment Bill dated 16.06.2013 issued by Brihanmumbai Mahanagarpalika in name of Shri Madahvrao Patil	Photocopy	Photocopy Scrutinized by us
	25	16.06.2013	Property Tax Assessment Bill dated 16.06.2013 issued by Brihanmumbai Mahanagarpalika in name of Shri Madahvrao B. Patil	Photocopy	Photocopy Scrutinized by us
	26	16.06.2013	Property Tax Assessment Bill dated 16.06.2013 issued by Brihanmumbai Mahanagarpalika in name of Smt. Savitribai R Takle	Photocopy	Photocopy Scrutinized by us
	27	10-05-2005	Consent Terms, dated 10-05-2005 in Suit being S.C.Suit No.179 of 2005 before Hon'ble City Civil Court at Dindoshi, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-6/6286/2006 at Borivali-3	Photocopy	Certified copy Scrutinized by us
	28	04.05.2016	Certified copy of the order dated 04.05.2016 passed in L.C.Suit No. 1266 of 2016 before Hon'ble City Civil Court at Dindoshi,	Photocopy	Photocopy Scrutinized by us
	29		Property Card of Property bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali	Photocopy	Photocopy Scrutinized by us
	30	25.01..2011	Title Certificate dated 25.01.2011 issued by Sonal Kothari, Advocate & Consultant in respect of NA land bearing Survey No. 468, Hissa No.1 (part) corresponding CTS No. 341, 341/1 to 4, Survey No. 471, Hissa No. 3 (Part) corresponding CTS No. 342, CTS No. 344, 344/1 to 16 and CTS No. 345, 345/1	Photocopy	Photocopy Scrutinized by us

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			to 10 of Village Malad (South), Taluka Borivali, District Mumbai Suburban		
	31	29.11.2018	Valuation Report dated 29.11.2018 by Vastukala Consultants (I) Pvt. Ltd. Sharad B. Chalikwar, Chartered Engineer (India), Govt. Reg. Valuer in respect of Project Om Palace & Snehal Sadan SRA. Co. Hsg. Soc. Ltd.	Photocopy	Photocopy Scrutinized by us
	32	05.06.2018	Registration Certificate No. **P51800002838** dated 04.08.2017 issued by Maharashtra Real Estate Regulatory Authority in respect of project **"Om Palace"** in name of **M/s. P. G. Enterprises**	Photocopy	Photocopy Scrutinized by us
	33	05.07.2016	Agreement for Sale dated 05.07.2016 executed between M/s. P. G. Enterprises, therein as Developers and (1) Mr. Rajesh Keshavlal Waghela (2) Mrs. Bhavna Rajesh Waghela, therein as Purchaser, duly Registered with Sub Registrar of Assurances bearing Document No. BRL-7/4861/2016 at Borivali-7	Photocopy	Photocopy Scrutinized by us
	34	05.07.2016	Registration Receipt No. 5430 dated 05.07.2016 for Rs. 32,500/- in name of Mr. Rajesh Keshavlal Vaghela	Photocopy	Photocopy Scrutinized by us
	35	28.05.2019	Part Occupation Certificate bearing No. SRA/ENG/2848/PN/PL/AP dated 28.05.2019 issued by Slum Rehabilitation Authority in respect of **Rehab/Composite Building**, comprising of Ground + 20 upper floors for 49 nos of Rehab Residential, 3 nos of Rehab Commercial, 18 nos of Sale Residential, 03 nos of PTC, 6 nos of PAP, 1 Society office, 1 welfare centre, 1 Balwadi, on land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali	Photocopy	Photocopy Scrutinized by us
	36	18.05.2020	Registration Certificate No. **P51800002838** dated 04.08.2017 issued by Maharashtra Real Estate Regulatory Authority in respect of project **"Om Palace"** in name of **M/s. P. G. Enterprises** for extension of registration valid upto 29.12.2020.	Photocopy	Photocopy Scrutinized by us
	37	30.06.2017	Affidavit cum Declaration dated 30.06.2017 executed by Mr. Mukesh R. Makwana.	Photocopy	Photocopy Scrutinized by us
	38	28.01.2019	Non-Encumbrance certificate dated 28.01.2019 issued by M/s. P. G. Enterprises informing that the credit facilities from Anand Rathi Global Finance Limited is paid and OF facility from State Bank of India is availed under Asset Backed Loan.	Photocopy	Photocopy Scrutinized by us
	39	25.01.2019	Certificate dated 25.01.2019 issued by The Legalist certifying that no objection whatsoever has been received after	Photocopy	Photocopy Scrutinized by us

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	publication of Public Notice dated 15.01.2019 & 17.01.2019	
5.	**a)** Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)	Originals Verified.
	b) i) Whether all pages in the 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?	Not Applicable
	b) ii) 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 originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).**	Not Applicable
6.	**a)** Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No
7.	**a)** Property offered as security falls within the jurisdiction of which sub-registrar office?	SRO Mumbai, Bandra, Borivali, Goregaon
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	Yes
	c) Whether search has been made at all the offices named at (b) above?	Yes
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. **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)**	Separate Sheet is attached herewith.
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Unsold Flats in under construction project.
10.	If leasehold, whether;	No
	a) lease Deed is duly stamped and registered	Not Applicable
	b) lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c) duration of the Lease/unexpired period of lease,	Not Applicable
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not Applicable

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	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	No
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable
	the mortgagor is competent to create charge on such property?	Not Applicable
	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not Applicable
12.	If occupancy right, whether;	Not Applicable
	a) Such right is heritable and transferable,	Not Applicable
	b) Mortgage can be created.	Not Applicable
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	No
	a) The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Nott Applicable
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions?	Not Applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not Applicable
	f) Whether the Donee is in possession of the gifted property?	Not Applicable
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not Applicable
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
15.	**a)** In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
16.	Whether the title documents include any testamentary documents /wills?	No
	a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	c) Whether the property is mutated on the basis of will?	Not Applicable
	d) Whether the original will is available?	Not Applicable

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	e) Whether the original death certificate of the testator is available?	Not Applicable
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable
	g) (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.)	Not Applicable
17.	**a)** Whether the property is subject to any wakf rights?	No
	b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	No
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
18.	**a)** Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not Applicable
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19.	**a)** Whether the property belongs to any trust or is subject to the rights of any trust?	No
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
20.	**a)** If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	Not Applicable
	b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	Not Applicable
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	No
22.	**a)** Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Not Applicable
23.	**a)** Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No. Please refer flow of title.
	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

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24.	**a)** In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Partnership registration certificate along with Deed of partnership and all Deed of admission/ retirement etc. should be taken on record.
	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?	All existing partners as per Partnership Deed should create mortgage
25.	**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.	Not Applicable
	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.	Not Applicable
	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) ?	Not Applicable
	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) ? Yes / No.	Not Applicable
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	Not Applicable
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
27.	**a)** Whether any POA is involved in the chain of title?	No
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not Applicable
	c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Not Applicable
	d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	Not Applicable
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not Applicable
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	Not Applicable
	ii. Whether the POA is a registered one?	Not Applicable

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	iii. Whether the POA is a special or general one?	Not Applicable
	iv. Whether the POA contains a specific authority for execution of title document in question?	Not Applicable
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not Applicable
	g) Please comment on the genuineness of POA?	Not Applicable
	h) The unequivocal opinion on the enforceability and validity of the POA.	Not Applicable
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
29	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Unsold flats in under construction building
	a) Promoter's/Land owner's title to the land/ building;	Clear
	b) Development Agreement/Power of Attorney;	Developer is the owner of the land
	c) Extent of authority of the Developer/builder;	To Develop and Sale.
	d) Independent title verification of the Land and/or building in question;	Yes, Last 30 Years.
	e) Agreement for sale (duly registered);	Not Applicable
	f) Payment of proper stamp duty;	Not Applicable
	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Duly registered
	h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	i) Conveyance in favour of Society/ Condominium concerned;	Not Applicable. Building under construction
	j) Occupancy Certificate/allotment letter/letter of possession;	Not Applicable
	k) Membership details in the Society etc.;	Not Applicable
	l) Share Certificates;	Not Applicable
	m) No Objection Letter from the Society;	Not Applicable. Developer is offering unsold flat as security
	n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	No. Recommend for Registered Mortgage
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Not Applicable
	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.	**Subject to existing charge of State Bank of India**
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	Period covered under the Encumbrances Certificate is 30 Years.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Property tax bill and payment receipt to be taken on record
33	**a)** Urban land ceiling clearance, whether required and if so, details thereon.	Not Applicable

	b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?	No notice of the pendency of any proceedings by Income Tax Department is observed. Declaration by mortgagor to this effect should be taken on record. In case of any pending proceedings, Certificate U/s 281 of the Income Tax Act, 1961 to be obtained.
34.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Property card verified.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable
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? **(The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).**	Yes
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Not Applicable
	a) Document in relation to electricity connection;	Not Applicable
	b) Document in relation to water connection;	Not Applicable
	c) Document in relation to Sales Tax Registration, if any applicable;	Not Applicable
	d) Other utility bills, if any.	Not Applicable
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	Valuation Report verified. No difference/discrepancy observed.
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. *(*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.)	Valuation Report verified. No difference/discrepancy observed.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	Property is SARFAESI compliant (Y/N)	Yes
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	**Declaration cum undertaking should be obtained.**
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes
44.	Additional aspects relevant for investigation of title as per local laws.	- Extension of RERA Certificate - Fresh Declaration-

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		cum-undertaking from mortgagor - As per search report, Flat No. 1203 & 1601 are sold. Bank to ensure that prior NOC of Bank is obtained before sale of said flats.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	**Registered Mortgage recommended**
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	**M/s. P.G. Enterprises**
47.	**Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?**	Yes
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	**P51800002838**
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable
	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?	Yes

Date: - 01.11.2021

For The Legalist

Place: -Mumbai

Advocate

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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 **Registered** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said **Registered** is created, it will satisfy the requirements of creation of **Registered** 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. **Subject to existing charge of State Bank of India.**

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 are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **1992 to 2021** pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances. **Subject to existing 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). **Subject to existing charge of State Bank of India.**

7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of _____ (Specify the share of the Minor with Name). (Strike out if not applicable). **NOT APPLICABLE.**

8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower, **M/s PANTAGON BUILT, Subject to existing charge of State Bank of India.**

9. I certify that **M/s. P.G. Enterprises** has an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable. **Subject to existing charge of State Bank of India.**

10. In case of creation of **Registered Mortgage**, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

Sr. No.	Particulars
1.	Original Development Agreement dated 19.11.2010 executed between Snehal Sadan (SRA) Co-operative Housing Society Limited, therein as Society and M/s. P. G. Enterprises, therein as Developers, in respect of development rights of land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali, District Mumbai Suburban
2.	Original Power of Attorney dated 19.11.2010 executed by Snehal Sadan (SRA) Co-operative Housing Society Limited, therein as Society in favour of M/s. P. G. Enterprises
3.	Original Deed of Conveyance dated 19.10.2010 executed between M/s. Pravin Realtors Private Limited, therein as Vendor and M/s. P. G. Enterprises, therein as Purchaser, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-1/9552/2010

	at Borivali-5, in respect of land bearing CTS No. 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali, District Mumbai Suburban.
4	Original Registration Receipt No. 9565 dated 19.10.2010 for Rs. 36,100/- in name of M/s. P. G. Enterprises.
5	Original Deed of Conveyance dated 26.07.2006 executed between (1) Waman Hiraji Mandalkar (2) Harishchandra Hiraji through their duly constituted attorney Mr. Madhavrao Bapusaheb Patil, therein as Vendors and (1) Madharao Bapusaheb Patil, (2) Kalyanji Umarshi Shah, partners of M/s. P. G. Enterprises, therein as Purchaser, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-10/6543/2006 at Borivali-4, in respect of land bearing CTS No. 341, 341/1 to 4 of Village Malad (South), Taluka Borivali, District Mumbai Suburban.
6	Original Registration Receipt No. 6581 dated 21.09.2006 for Rs. 30,800/- in name of partners of M/s. P. G. Enterprises.
7	Original Deed of Rectification (to Conveyance dated 26.07.2006) dated 26.12.2006, executed between (1) MR.WAMAN HIRAJI MANDALKAR (2) MR.HARISHCHANDRA HIRAJI MANDALKAR, therein as Vendor and M/s. P. G. Enterprises, therein as Purchasers, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-10/8657/2006 at Borivali-4. (CTS No. 341, 341/1 to 4, 342)
8	Original Irrevocable Power of Attorney executed by (1) Waman Hiraji Mandalkar (2) Harishchandra Hiraji in favour of Madhavrao Bapusaheb Patil & others.
9	Original Affidavit-cum-Declaration, dated 01.12.1991, executed by MADHUKAR PATIL & PRAHLAD KAMAT in favour of MADHAVRAO BAPUSAHEB PATIL
10	Original Agreement for Sale dated 28.10.1990 executed between (1) MR.WAMAN HIRAJI MANDALKAR (2) MR.HARISHCHANDRA HIRAJI MANDALKAR, therein as Vendor and (1) MR.MADHAVRAO BAPUSAHEB PATIL (2) MR. MADHUKAR MARUTHI PATIL & (3) MR.PRAHLAD L.KAMAT, therein as Purchasers. (CTS No. 341/1 to 4)
11	Copy of Indenture dated 18.10.1994 executed between MR.WAMAN HIRAJI MANDALKAR, therein as Vendor and MR.GANESH APPASAHEB PAWAR, therein as Purchaser, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-2/1257/1994 at Borivali-1. (CTS No. 341, 341/1 to 4)
12	Original Deed of Confirmation-cum-Rectification (To Indenture of Conveyance dated 18.10.1994) dated 12.01.2010, executed between (1) MR.WAMAN HIRAJI MANDALKAR (2) MR.HARISHCHANDRA HIRAJI MANDALKAR, therein as Vendor and Mr. Ganesh Appasaheb Pawar, therein as Purchaser, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-12/432/2010 at Borivali-6. (CTS No. 341, 341/1 to 4)
13	Original Deed of Confirmation-cum-Declaration dated 25.08.2010 executed between MADHAVRAO BAPUSAHEB PATIL, therein as Party of the First Part and (1) MR.WAMAN HIRAJI MANDALKAR (2) MR.HARISHCHANDRA HIRAJI MANDALKAR, therein as Party of the Second Part, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-12/8249/2010 at Borivali-6. (CTS No. 342)
14	Certified copy of Conveyance dated 16.04.1971 executed between SMT.KASHIBAI KRISHNA KENI & SHRI PANDURANG KRISHNA KENI, therein as Vendors and SHRI RAGHUNATH DHONDU TAKLE, therein as Purchaser, duly Registered with Sub Registrar of Assurances bearing Document No. BND/712/1971 at Bandra. (CTS No. 344)
15	Original Deed of Conveyance dated 29.092006 executed between(1) RAMESH RAGHUNATH TAKLE (2) MANISHA MORESHWAR GUDEKAR NEE PUSHPA RAGHUNATH TAKLE (3) DATTA RAGHUNATH TAKLE (4) SUREKHA RAGHUNATH TAKLE (5) SADHANA SHRIKANT KESARKAR NEE SADHANA RAGHUNATH TAKLE, therein as Vendors and M/S.PRAVIN REALTORS PVT.LTD. therein as Purchaser, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-5/7670/2006 at Borivali-2. (CTS No. 344, 344/1 to 16)
16	Original Deed of Conveyance dated 07.11.2007 executed between (1) SMT.PARVATIBAI PANDURANG KINI (2) MANOHAR PANDURANG KINI (3) SMT.ASHA ATMARAM VANGE (4) MISS BABLI PANDURANG KINI (5) MISS SHAKUNTALA PANDURANG KINI & (6) MR.NARESH PANDURANG KINI,

	therein as Vendors and (1) MR.KIRAN JAIRAM KINI & (2) MR.BHALCHANDRA DASHRATH VAITHY, therein as Confirming Party and M/S.PRAVIN REALTORS PVT.LTD. therein as Purchaser duly Registered with Sub Registrar of Assurances bearing Document No. BDR-12/8263/2007 at Borivali-6. (CTS No. 345, 345/1 to 10)
17	Copy of Commencement Certificate bearing No. SRA/ENG/2848/PN/PL/AP dated 30.06.2012 issued by Slum Rehabilitation Authority in respect of Rehab Building, duly endorsed for the construction of the building comprising Ground (pt) + Stilt (pt) + 1st to 22nd Floor with OHWT on land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali
18	Copy of Commencement Certificate bearing No. SRA/ENG/2849/PN/PL/AP dated 30.06.2012 issued by Slum Rehabilitation Authority in respect of Sale Building, duly endorsed for the construction of the building comprising Ground + 22nd upper Floor with OHWT on land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali
19	Copy of Registration Certificate No. P51800002838 dated 04.08.2017 issued by Maharashtra Real Estate Regulatory Authority in respect of project "*Om Palace*" in name of M/s. P. G. Enterprises
20	Copy of Affidavit cum Declaration dated 30.06.2017 executed by Mr. Mukesh R. Makwana.
21	Copy of Non-Encumbrance certificate dated 15.02.2018 issued by M/s. P. G. Enterprises admitting the availing of credit facilities from Anand Rathi Global Finance Limited
22	Copy of Approved Plan for Sale Building bearing No. bearing No. SRA/ENG/2849/PN/PL/AP dated 27.07.2016
23	Copy of Maharashtra Govt. Gazette dated 10.07.2010 in respect of Notification No.SRA/CTSO/Desk-1/T-S1/3C/CTS.No.344, 345/2010/164 issued by Slum Rehabiliation Authority
24	Copy of Maharashtra Govt. Gazette dated 17.07.1997 in respect of Notification No. SAA/MALAD/85/95 issued by Deputy Collector (ENC) and Competent Authority, Borivali.
25	Copy of Architects Certificate dated 10.04.2018 issued by Kahaan Project Consultants in respect of Rehab Building and Sale Building on the said land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali.
26	Copy of Property Tax Assessment Bill dated 06.02.2014 issued by Brihanmumbai Mahanagarpalika in name of Shri Krishna Bhiku Keni
27	Copy of Property Tax Assessment Bill dated 16.06.2013 issued by Brihanmumbai Mahanagarpalika in name of Shri Madahvrao Patil
28	Copy of Property Tax Assessment Bill dated 16.06.2013 issued by Brihanmumbai Mahanagarpalika in name of Shri Madahvrao B. Patil
29	Copy of Property Tax Assessment Bill dated 16.06.2013 issued by Brihanmumbai Mahanagarpalika in name of Smt. Savitribai R Takle
30	Certified Copy of Consent Terms, dated 10-05-2005 in Suit being S.C.Suit No.179 of 2005 before Hon'ble City Civil Court at Dindoshi, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-6/6286/2006 at Borivali-3
31	Copy of the order dated 04.05.2016 passed in L.C.Suit No. 1266 of 2016 before Hon'ble City Civil Court at Dindoshi,
32	Copy of Property Card of Property bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali
33	Copy of Title Certificate dated 25.01.2011 issued by Sonal Kothari, Advocate & Consultant in respect of NA land bearing Survey No. 468, Hissa No.1 (part) corresponding CTS No. 341, 341/1 to 4, Survey No. 471, Hissa No. 3 (Part) corresponding CTS No. 342, CTS No. 344, 344/1 to 16 and CTS No. 345, 345/1 to 10 of Village Malad (South), Taluka Borivali, District Mumbai Suburban
34	Part Occupation Certificate bearing No. SRA/ENG/2848/PN/PL/AP dated 28.05.2019 issued by Slum Rehabilitation Authority in respect of **Rehab/Composite Building**, comprising of Ground + 20 upper floors for 49 nos of Rehab Residential, 3 nos of Rehab Commercial, 18 nos of Sale Residential, 03 nos of PTC, 6 nos of PAP, 1 Society office, 1 welfare centre, 1 Balwadi, on land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali

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35	Registration Certificate No. **P51800002838** dated 04.08.2017 issued by Maharashtra Real Estate Regulatory Authority in respect of project **"Om Palace"** in name of **M/s. P. G. Enterprises** for extension of registration valid upto 29.12.2020.
36	Certificate dated 25.01.2019 issued by The Legalist certifying that no objection whatsoever has been received after publication of Public Notice dated 17.01.2019
37	Declaration –cum-undertaking from the Mortgagor

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

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

SCHEDULE OF THE PROPERTY (IES)

Unsold residential flats having number, floor and area as mentioned hereunder in the project known as "OM PALACE" Situate at Mittal College Road, Malad (West), Mumbai- 400 064 on land bearing Survey No. 468, Hissa No.1 (part) corresponding CTS No. 341, 341/1 to 4, Survey No. 471, Hissa No. 3 (Part) corresponding CTS No. 342, CTS No. 344, 344/1 to 16 and CTS No. 345, 345/1 to 10 in aggregating admeasuring 1584.00 sq. Mtrs. of Village Malad (South), Taluka Borivali, District Mumbai Suburban and bounded as under;
On or towards East: CTS NO 349 and 350
On or towards West: CTS NO 328
On or towards North: CTS NO 346
On or towards South: CTS NO 340

Unsold Flats Om Palace and Snehal Sadan SRA CHSL Vil Malad South Ta Borivali CTS 341 341/1-4 and ors

UNSOLD FLATS IN SALE BUILDING KNOWN AS "OM PALACE"

Si. No.	Flat No	Floor	Carpet Area (Sq ft)	Saleable area (sq ft)
1	602	6th	390	650
2	603	6th	390	650
3	902	9th	390	650
4	1003	10th	390	650
5	1103	11th	390	650
6	1203	12th	390	650
7	1301	13th	390	650

UNSOLD FLATS IN REHAB BUILDING KNOWN AS "SNEHAL SADAN SRA CHSL"

Si. No.	Flat No.	Floor	Carpet Area (Sq ft)	Saleable area (sq ft)
1	802	8th	269	450
2	901	9th	269	450
3	1001	10th	269	450
4	1101	11th	269	450
5	1201	12th	269	450
6	1301	13th	269	450
7	1601	16th	269	450

Note: As per search report, Flat No. 1203 & 1601 are sold. Bank to ensure that prior NOC of Bank is obtained before sale of said flats

Date: - 01.11.2021

For, The Legalist

Advocate

Place: -Mumbai

The Legalist Advocates & Consultant Mumbai

The Legalist

Advocates & Consultants

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ANNEXURE-1
FLOW OF TITLE

A. C.T.S.No.341, 341/1 TO 4

1. It is observed from the Title Certificate that by Virtue of Conveyance dated 17.02.1962, duly Registered with Sub Registrar of Assurances bearing Document No. BND/477/1962 at Bandra, one MR.DAMODAR CHIMAN GAWAD became entitled to the **First Property**, more particularly described hereunder;

SCHEDULE OF THE FIRST PROPERTY ABOVE REFERRED TO

ALL THOSE pieces and parcels of a Non-Agricultural land or ground bearing Survey No.468, Hissa No.1 (Part) vide C.T.S Nos. 341, 341/1 to 4 (in aggregate Admeasuring 604.10 Sq.Meters as per Property Card) of the Revenue Village : MALAD (SOUTH), Taluka BORIVALI, District: MUMBAI SUBURBAN; and in the Registration District of City of Mumbai & Mumbai Suburban; situate, lying and being at Rajanpada, Mittal College Road, Malad (West), Mumbai-400 064; together with the structures standing thereon known as SNEHAL SADAN, duly assessed to the Municipal Property Taxes vide A/c. No.PN-1106140270000, Being Assessment No P-3156/167/2T, Bhandarwada Tiled Shed, Mumbai of "P/North" Ward and bounded by :

ON OR TOWARDS THE NORTH	: Property bearing CTS.No.342& 344 (PT)
ON OR TOWARDS THE SOUTH	:Property bearing CTS.No.340
ON OR TOWARDS THE EAST	:Property bearing CTS.No.351
ON OR TOWARDS THE WEST	: Property bearing CTS.No.339

2. It is further observed from the Title Certificate that by a Conveyance dated 12.06.1963, executed between MR.DAMODAR CHIMAN GAWAD, therein as Vendor and WAMAN HIRAJI MANDALKAR, therein as Purchaser, said Vendor sold, transferred and conveyed unto the Purchaser said First Property for valuable consideration and on the terms and conditions mentioned therein. Said Deed was duly registered with Sub Registrar of Assurances bearing Document No. BND/1350/1963 at Bandra.

3. It is observed from the Property Register Card, the said FIRST PROPERTY bearing C.T.S.No.341, 341/1 to 4 (in aggregate Adm 604.10 Sq.Meters as per PR Card) is mutated in name of M/s. P.G. Enterprises.

B. C.T.S.No.342

4. It is observed from the Title Certificate that one SHRI KRISHNA BHIKU KENI was seized and possessed of or otherwise well and sufficiently entitled to the **Second Property**, more particularly described hereunder;

SCHEDULE OF THE SECOND PROPERTY ABOVE REFERRED TO

ALL THAT piece and parcel of a Non-Agricultural land or ground bearing Survey No.471, Hissa No.3 (Part) vide C.T.S No. 342 (Admeasuring 104 Sq.Meters as per Property Card) of the Revenue Village : MALAD (SOUTH), Taluka BORIVALI, District : MUMBAI SUBURBAN; and in the Registration District of City of Mumbai & Mumbai Suburban; situate, lying and being at Rajanpada, Mittal College Road, Malad(West), Mumbai-400 064; together with the structures standing thereon known as SNEHAL SADAN, duly assessed to the Municipal Property Taxes vide A/c. No.PN-1106140010000, being Assessment No.P-3156/167/2 TA, Bhandarwada AC Chawl, Mumbai of "P/North" Ward and more particularly described and delineated on the plan hereto annexed and bounded by ;

ON OR TOWARDS THE NORTH	: Property bearing CTS.No.343
ON OR TOWARDS THE SOUTH	: Property bearing CTS.No.341
ON OR TOWARDS THE EAST	: Property bearing CTS.No 344 (PART)
ON OR TOWARDS THE WEST	: Property bearing CTS.No 330 (PART)

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5. It is further observed from the Title Certificate that in the Property Register Card, the said SECOND PROPERTY bearing C.T.S No 342 (Adm. 104 Sq.Meters as per PR Card) reflects the names of SMT.KASHIBAI KRISHNA KINI & PANDURANG KRISHNA KINI, as holders/owners, being the legal heirs of LATE KRISHNA BHIKU KENI. However, the name of one SHRI ABDUL RAFIQ KADAR QURESHI was wrongly or inadvertently entered into the Property Register Card, bearing CTS.No.342 as a Lessee (Pattedar), which fact is shown or revealed from the Enquiry Register that the said ABDUL RAFIQ was assigned the rights in respect of adjoining property bearing C.T.S.No.343 only and not with respect to CTS.No.342.

6. It is further observed from the Title Certificate that by a Writing, dated 17.01.1964 said SHRI KRISHNA BHIKU KENI had sold, transferred and conveyed unto the Purchasers viz. (1) MR.WAMAN HIRAJI MANDALKAR & (2) MR.HARISHCHANDRA HIRAJI MANDALKAR the said Second Property at or for the consideration and on the terms, conditions and covenants therein contained.

7. It is further observed that by an Agreement for Sale dated 28.10.1990 executed between (1) MR.WAMAN HIRAJI MANDALKAR & (2) MR.HARISHCHANDRA HIRAJI MANDALKAR of the one part and (1) MR.MADHAVRAO BAPUSAHEB PATIL (2) MR.MADHUKAR MARUTHI PATIL & (3) MR.PRAHLAD L.KAMAT on the other part, agreed to sell and transfer the said FIRST PROPERTY and the said SECOND PROPERTY. Said Vendors also executed an Irrevocable Power of Attorney executed by (1) Waman Hiraji Mandalkar (2) Harishchandra Hiraji in favour of (1) MR.MADHAVRAO BAPUSAHEB PATIL (2) MR.MADHUKAR MARUTHI PATIL & (3) MR.PRAHLAD L.KAMAT.

8. It is further observed that by virtue of an Affidavit-cum-Declaration, dated 01.12.1991, said MADHUKARPATIL & PRAHLAD KAMAT released, relinquished and surrendered their respective share, right, title, interest and/or claim of whatsoever nature forever in favour of MADHAVRAO BAPUSAHEB PATIL in respect of the said First Property & the said Second Property.

9. It is further observed that in pursuance of a Conveyance dated 18.10.1994, duly lodged for registration under Document Sr.No.BDR-2/1257/1994 which is duly registered & indexed on 16.10.2009 with the Joint Sub-Registrar of Assurances, Borivali-1, executed by and between MR.WAMAN HIRAJI MANDALKAR, by & through his Constituted Attorney MR.MADHAVRAO B.PATIL, being the Vendor therein on the one hand and MR.GANESH APPASAHEB PAWAR, being the Purchaser therein on the other hand, wherein the Vendor had sold, transferred and conveyed unto the Purchaser the said Second Property for valuable consideration and on the terms and conditions mentioned therein. **We are informed that said original agreement is not available with the Mortgagor. Bank to take on record Declaration cum undertaking in respect of Original document.**

10. It is further observed that The said First & Second Property is entirely built up by structures standing thereon known as **"SNEHAL SADAN"** and same is occupied by various tenants/occupants which are duly assessed to the Municipal Property Taxes and that save and except for the open space or passage appurtenant to the said structures/chawls therein there is no open space in the said First & Second Property.

11. It is further observed that said First Property and Second Property was declared as Slum Areas u/s 4(1) of the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 in Maharashtra Govt. Gazette dated 17.07.1997 in respect of Notification No. SAA/MALAD/85/95 issued by Deputy Collector (ENC) and Competent Authority, Borivali.

12. It is observed that by a Deed of Conveyance dated 26.07.2006 executed between (1) Waman Hiraji Mandalkar (2) Harishchandra Hiraji through their duly constituted attorney Mr. Madhavrao Bapusaheb Patil, therein as Vendors and (1) Madharao Bapusaheb Patil, (2) Kalyanji Umarshi Shah, partners of M/s. P. G. Enterprises, therein as Purchaser,

vendors had sold, transferred and conveyed unto the Purchasers the FIRST PROPERTY and the SECOND PROPERTY for valuable consideration and on the terms and conditions mentioned therein. Said Deed was duly registered with Sub Registrar of Assurances bearing Document No. BDR-10/6543/2006 at Borivali-4.

13. It is observed that by a Deed of Rectification dated 26.12.2006, said Deed of Conveyance dated 26.07.2006 was rectified to the effect that MADHAVRAO BAPUSAHEB PATIL, being Constituted Attorney of GANESH APPASAHEB PAWAR in pursuance of Irrevocable Power of Attorney, dated 22.09.1998 should be corrected or rectified instead of MADHAVRAO PATIL, being Constituted Attorney of WAMAN MANDALKAR & HARISHCHANDRA MANDALKAR in the Conveyance Deed, dated 26.07.2006 and same is to be rectified in all the Deeds and Documents wherever the context requires. Said Deed was duly registered with Sub Registrar of Assurances bearing Document No. BDR-10/8657/2006 at Borivali-4.

14. It is observed that by a Deed of Confirmation-cum-Rectification dated 12.01.2010, duly registered with Sub Registrar of Assurances bearing Document No. BDR-12/432/2010, in respect of Conveyance, dated 18.10.1994 made and executed by and between MR.WAMAN MANDALKAR & MR. HARISHCHANDRA MANDALKAR, through their Constituted Attorney MADHAVRAO PATIL, being the Vendors therein on the one hand and GANESH APPASAHEB PAWAR, being the Purchaser therein, wherein by oversight the name of HARISHCHANDRA HIRAJI MANDALKAR, through his Constituted Attorney MADHAVRAO B.PATIL was remained to be incorporated or added along with WAMAN HIRAJI MANDALKAR and thus rectification and/or confirmation was made to that effect in the Conveyance Deed dated 18.10.1994 pertaining to the said FIRST PROPERTY.

15. It is observed that by a Deed of Confirmation-cum-Declaration dated 25.08.2010 executed between MADHAVRAO BAPUSAHEB PATIL, being the Party of the First Part and WAMAN HIRAJI MANDALKAR & HARISHCHANDRA MANDALKAR, being the Party of the Second Part therein, wherein the WAMAN MANDALKAR &HARISHCHANDRA MANDALKAR through their Constituted Attorney MADHAVRAO B PATIL have confirmed and consented for having sold, transferred, granted assured and conveyed the said FIRST PROPERTY and the said SECOND PROPERTY unto and in favour of M/S.P.G.ENTERPRISES. Said Deed was duly registered with Sub Registrar of Assurances bearing Document No. BDR-12/8249/2010 at Borivali-6.

C. <u>C.T.S.No.344, 344/1 to 16</u>

16. It is observed from the Title Certificate that by Virtue of Conveyance dated 16.04.1971, duly Registered with Sub Registrar of Assurances bearing Document No. BND/712/1971 at Bandra, one SHRI RAGHUNATH DHONDU TAKLE became entitled to the **<u>Third Property</u>**, more particularly described hereunder. **We are informed that said original Conveyance is not available with the Mortgagor. Bank to take on record Declaration cum undertaking in respect of Original conveyance.**

SCHEDULE OF THE THIRD PROPERTY ABOVE REFERRED TO

ALL THOSE pieces or parcels of a Non-Agricultural land or ground bearing Survey No.471, Hissa No.3 (Part) vide C.T.S.No.344, 344/1 to 16 (in aggregate Adm. 539 90 Sq.Meters as per Property Register Card) situate, lying and being at Rajanpada, Mittal College Road, Malad (West), Mumbai-400 064; of the Revenue Village : MALAD{SOUTH), Taluka : BORIVALI, District : MUMBAI SUBURBAN; together with the structures standing thereon known as "PANWALA CHAWL", duly assessed to the Municipal Property Taxes vide A/c No PN-1105980050000, Being Assessment No.PN-3155(18)/167/25A Kumbharwada AC Chawl, Mumbai of "P/North" Ward and more particularly described and delineated on the Plan hereto annexed and bounded by ;
ON OR TOWARDS THE NORTH: Part of the property bearing CTS.No.325& 345
ON OR TOWARDS THE SOUTH : Part of the property bearing CTS.No.341,350& 351

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ON OR TOWARDS THE EAST : Property bearing CTS.No.350
ON OR TOWARDS THE WEST : Part of the property bearing CTS.No.341,342& 343

17. It is further observed that SHRI RAGHUNATH DHONDU TAKLE died intestate on 14.05.1975 at Mumbai leaving behind him his legal heirs or survivors viz. :-

SMT.SAVITRIBAI RAGHUNATH TAKLE ON 26-03-1994 AT MUMBAI)	Widow(WHO ALSO DIED INTESTATE
MR.HANUMANT RAGHUNATH TAKLE	Son
MR.RAMESH RAGHUNATH TAKLE	Son
MRS.MANISHA @ PUSHPA MORESHWAR	Married Daughter
MR.DATTA RAGHUNATH TAKLE	Son
MRS.SUREKHA DAMNASKAR	Married Daughter
MRS.SADHANA SHRIKANT KESARKAR	Married Daughter

18. It is further observed that Thereafter in or around the Year 2005, one of the Legal Heir viz.MR.HANUMANT S/O RAGHUNATH TAKLE filed a Suit being S.C.Suit No.179 of 2005 against (1) DATTA RAGHUNATH TAKLE (2) RAMESH RAGHUNATH TAKLE (3) SUREKHA DAMNASKAR (D/O SUREKHA RAGHUNATH TAKLE) (4) MANISHA MORESHWAR GUDEKAR (D/O PUSHPA RAGHUNATH TAKLE) (5) SADHANA RAGHUNATH TAKLE for partition of the suit property bearing C.T.S No.344, 344/1 to 16 by metes and bounds and finally the suit was dismissed and settled in terms of Consent Terms, dated 10.05.2005 filed by the parties therein, wherein in full and final settlement thereof, the said HANUMANT RAGHUNATH TAKLE was allotted one Room Premises with Kitchen and Bathroom and First Floor therein in the property bearing CTS.No.344. 344//1 to 16 and also one Shop No.1,Near Jama Masjid at Somwari Bazar, N.B.Road, Malad(W), Mumbai-400 064.Said Consent Terms dated 10.05.2005 in Suit being S.C.Suit No.179 of 2005 before Hon'ble City Civil Court at Dindoshi was duly Registered with Sub Registrar of Assurances bearing Document No. BDR-6/6286/2006 at Borivali-3.

19. It is observed that by a Deed of Conveyance dated 29.09.2006, executed between (1) RAMESH RAGHUNATH TAKLE (2) MANISHA MORESHWAR GUDEKAR NEE PUSHPA RAGHUNATH TAKLE (3) DATTA RAGHUNATH TAKLE (4) SUREKHA RAGHUNATH TAKLE (5) SADHANA SHRIKANT KESARKAR NEE SADHANA RAGHUNATH TAKLE, duly represented by and through their Constituted Attorneys (1) MR.VIJAY NANJI GALA & (2) MISS NIPA KALYANJI SHAH, therein as Vendors and M/S.PRAVIN REALTORS PVT.LTD., therein as Purchaser, said Vendors sold, transferred and conveyed unto the Purchaser the said THIRD PROPERTY at or for the valuable consideration and on the terms and conditions mentioned therein. Said Deed was duly registered with Sub Registrar of Assurances bearing Document No. BDR-5/7670/2006 at Borivali-2.

D. C.T.S.No.345, 345/1 TO 4

20. It is observed from the Title Certificate that one KRISHNA BHIKU KINI during his life time was well seized and possessed of or otherwise well and sufficiently entitled to the **Fourth Property**, more particularly described hereunder and therafter the said KRISHNA BHIKU KINI died intestate on 13.10.1967 leaving behind him his legal heirs viz MRS KASHIBAI KRISHNA KINI (Widow) who also died intestate on 15.05.1990 and MR.PANDURANG KRISHNA KINI (Son) who also died intestate on 08.02.1990 leaving behind him his legal heirs and/or survivors viz;
(1) SMT.PARVATIBAI PANDURANG KINI (Widow)
(2) MR.MANOHAR PANDURANG KIN! (Son)
(3) MR.NARESH PANDURANG KINI (Son)
(4) MRS.ASHA ATMARAM VANGE (Married Daughter)
(5) MISS BABLI PANDURANG KINI (Unmarried Daughter)
(6) MISS SHAKUNTALA PANDURANG KINI (Unmarried Daughter)

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SCHEDULE OF THE FOURTH PROPERTY ABOVE REFERRED TO

ALL THOSE pieces or parcels of a N on -Agricultural land or ground bearing Survey No.471, Hissa No 3 (Part) vide C.T.S.No.345, 345/1.to 10 (in aggregate Adm. 336 Sq. Meters as per Property Register Card) situate, lying and being at Rajanpada, Mittal College Road, Malad (West), Mumbai-400 064of the Revenue Village MALAD(SOUTH), Taluka BORIVALI, District MUMBAI SUBURBAN; together with the structures standing thereon known as "KRISHNA KENI CHAWL", duly assessed to the Municipal Property Taxes vide A/c. No.PN-1106020010000, Being Assessment No.P-3155(21)/167/SD, Bhandarwada Tiled Shed, Mumbai of "P/North" Ward and more particularly described and delineated on the Plan hereto annexed and bounded by :

ON OR TOWARDS THE NORTH : Property bearing CTS.No.346
ON OR TOWARDS THE SOUTH : Property bearing CTS No.344
ON OR TOWARDS THE EAST : Property bearing CTS.No.349
ON OR TOWARDS THE WEST : Part of the property bearing CTS.No.325,327 S 346

21. It is observed that in the Property Register Card, the said THIRD PROPERTY bearing C.T.S.No.344, 344/1 to 16 (in aggregate Adm. 539.90 Sq.Meters as per PR Card) reflects the names of (1) SMT.SAVITRIBAI RAGHUNATH TAKLE (2) MR.HANUMANT RAGHUNATH TAKLE (3) RAMESH RAGHUNATH TAKLE (4) PUSHPA RAGHUNATH TAKLE (5) MR.DATTA RAGHUNATH TAKLE (6) SUREKHA RAGHUNATH TAKLE (7) SADHANA RAGHUNATH TAKLE.

22. It is observed that in the Property Register Card, the said FOURTH PROPERTY bearing CT.S.No345, 345/1 to 10 (in aggregate Adm. 336 Sq. Meters as per PR Card) reflects the names of (1) MRS PARVATIBAI PANDURANG KINI (2) MANOHAR PANDURANG KINI (3) SMT.ASHA ATMARAM VANGE (D/O PANDURANG KINI) (4) MISS BABLI PANDURANG KINI (5) MISS SHAKUNTALA PANDURANG KINI & (6) NARESH PANDURANG KINI (Sr.No.5 & 6, being Minors duly represented by & through their Mothers Natural Guardian MRS.PARVATIBAI PANDURANG KINI).

23. The said THIRD & FOURTH PROPERTY is entirely built up by structures standing thereon known as **"KRISHNA KINI CHAWL & PANWALA CHAWL"** respectively and same is occupied by various tenants/occupants and same are duly assessed to Municipal Property Taxes and that save and except for the open space or passage appurtenant to the said structures/chawls therein there is no open space in the said Third & Fourth Property and the said Third Property & Fourth Property have been declared as Slum Areas u/s 4(1) of the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 vide Notification No.SRA/CTSO/Desk-1/T-S1/3C/CTS.No.344, 345/2010/164 and same was published on 10.07.2010 in the Maharashtra Govt. Gazette.

24. It is observed that by a Development Agreement dated 28.10.1987 and Supplemental Agreement dated 14.12.1987 incidental to the aforesaid Development Agreement executed between(1) SMT.PARVATIBAI PANDURANG KINI (2) MANOHAR PANDURANG KINI (3) SMT.ASHA ATMARAM VANGE (4) MISS BABLI PANDURANG KINI (5) MISS SHAKUNTALA PANDURANG KINI & (6) MR.NARESH PANDURANG KINI, therein as Vendors and MR.KIRAN JAIRAM KINI & MR.BHALCHANDRA DASHRATH VAITHY, therein as Developers, wherein the Vendors had granted the development right in favour of the Developers therein at or for the consideration and on the terms, conditions, covenants and stipulations mentioned therein in respect of the said FOURTH PROPERTY.

25. It is observed that said Developers viz. MR.KIRAN JAIRAM KINI &MR.BHALCHANDRA D.VAITHY could not develop the said property due to some technical reason, thereafter in turn by a Deed of Conveyance, dated 07.11.2007, duly registered vide Dec Sr.No.BDR-12/8263/2007 on 07-11-2007 with the Joint Sub-Registrar of Assurances, Borivali-6,MSD) (1) SMT.PARVATIBAI PANDURANG KINI (2) MANOHAR PANDURANG KINI (3) SMT.ASHA ATMARAM VANGE (4) MISS BABLI PANDURANG KINI (5) MISS SHAKUNTALA PANDURANG KINI & (6)

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MR.NARESH PANDURANG KINI, being the Vendors therein on the one hand and (1) MR.KIRAN JAIRAM KINI & (2) MR.BHALCHANDRA DASHRATH VAITHY, being the Confirming Parties therein on the second hand and M/S.PRAVIN REALTORS PVT.LTD., being the Purchasers therein on the third hand, wherein the Vendors along with the Confirming Parties had transferred, assigned and conveyed unto the Purchasers the said FOURTH PROPERTY at or for the consideration and on the terms, conditions, covenants and stipulations mentioned therein.

26. It is observed that by a Deed of Conveyance dated 19.10.2010 executed between M/S.PRAVIN REALTORS PVT.LTD., therein as Vendors and M/S.P.G.ENTERPRISES, therein as Purchasers, wherein the Vendors had sold, transferred and conveyed unto the Purchasers the said Third Property and the said Fourth Property at or for the valuable consideration and on the terms and conditions mentioned therein. Said Deed was duly registered with Sub Registrar of Assurances bearing Document No. BDR-11/9552/2010 at Borivali-5.

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27. In the facts and circumstances aforesaid, the said **M/S. P.G.ENTERPRISES** became entitled to the said First, Second, Third and Fourth Property (Hereinafter collectively the said First, Second, Third & Fourth Property called **"THE SAID PROPERTY")** and have good right, full power and absolute authority to deal with and/or dispose of the said property, subject to rights of the slum dwellers/occupants protected under the provisions of Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971.

28. It is observed from the title certificate that by a Partnership Deed dated 24.01.2005 entered between (1) MR.MADHAVRAO BAPUSAHEB PATIL (2) MR.KALYANJIBHAI UMARSHI SHAH (3) MR.ASHWIN KALYANJIBHAI SHAH & (4) MRS NEENA VIJAY GALA, a Partnership Firm in the name and style of M/S.P.G. ENTERPRISES was formed and the same is duly registered vide Regn. No.BA-96326 on 13-02-2007 and having PAN No.AAJFP4700H, for the implementation and rehabilitation scheme for the benefits of the hutment/slum dwellers in accordance with the prevailing Development Control Regulations and the policy of the Government of the Maharashtra and on the terms and conditions as recorded therein.

29. It is observed that said Partnership Deed dated 24.01.2005 was amended by executing separate deed for the purpose of admission and/or retirement of partners. **Bank to take on record copy of first Partnership Deed and all subsequent deeds made thereunder till date.**

30. It is observed that said M/S. P.G. ENTERPRISES (hereinafter "Developer") submitted a building proposal through their Architect to The Slum Rehabilitation Authority (**"SRA"**) for obtaining the necessary permissions and sanctions for redevelopment of the said Property and accordingly obtained (1) Commencement Certificate bearing No. SRA/ENG/2848/PN/PL/AP dated 30.06.2012 issued by Slum Rehabilitation Authority in respect of **Rehab Building**, duly endorsed for the construction of the building comprising Ground (pt) + Stilt (pt) + 1st to 22nd Floor with OHWT on land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali and (2) Commencement Certificate bearing No. SRA/ENG/2849/PN/PL/AP dated 30.06.2012 issued by Slum Rehabilitation Authority in respect of **Sale Building**, duly endorsed for the construction of the building comprising Ground + 22nd upper Floor with OHWT on land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali.

31. It is observed from the Maharashtra RERA Portal that captioned project **"Om Palace"** is registered under the provisions of Maharashtra Real Estate Regulatory Authority Act, 2017 and obtained Registration Certificate No. **P51800002838** dated 04.08.2017. It is observed that Registration Certificate No. **P51800002838** dated 04.08.2017 was issued by Maharashtra Real Estate Regulatory Authority in respect of project **"Om Palace"** in name of **M/s. P. G. Enterprises** for extension of registration valid upto 29.12.2020. Certificate for further extension after 29.12.2020 is not available on RERA Portal. **Bank to take on**

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record fresh RERA Certificate for extension of registration which was expired on 29.12.2020.

32. It is observed from the information made available on the said portal, the total Built-up Area as per approved FSI is 4678.82sq. mtrs.. It is further observed that said project "OM Palace" comprises two buildings, one for rehab building known as "SNEHAL SADAN SRA CHSL and Sale building known as "OM PALACE". The number of total apartments and booked apartments, as disclosed in portal are as under;

Building details of project **"SNEHAL SADAN SRA CHSL"**as per RERA are as under;

Number of Slab	23	
Rehab Units	76	63 booked
Stilts	5	
Open Parking	8	

Building details of project **"OM PALACE"**as per RERA are as under;

Number of Slab	23	
1 BHK	64	44 booked
Stilts	0	
Open Parking	21	

33. It is observed from the Architects Certificate dated 10.04.2018 issued by Kahaan Project Consultants in respect of Rehab Building and Sale Building on the said land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali, the construction status of both the buildings are as under;
    - Total percentage completion of project work done Rehab Building – 95% as on 31.03.2018
    - Total percentage completion of project work done Sale Building – 70% as on 31.03.2018

34. It is observed that Part Occupation Certificate bearing No. SRA/ENG/2848/PN/PL/AP dated 28.05.2019 was issued by Slum Rehabilitation Authority in respect of **Rehab/Composite Building**, comprising of Ground + 20 upper floors for 49 nos of Rehab Residential, 3 nos of Rehab Commercial, 18 nos of Sale Residential, 03 nos of PTC, 6 nos of PAP, 1 Society office, 1 welfare centre, 1 Balwadi, on land bearing CTS No. 341, 341/1 to 4, 342, 344, 344/1 to 16, 345, 345/1 to 10 of Village Malad (South), Taluka Borivali. **It is not clear from the said Occupation Certificate whether the captioned flats are covered in the above Occupation certificate. Bank to refer and rely upon the Valuation Report in this respect.**

35. We are informed that following flats in the said Project "OM PALACE", are unsold as on date as per approved plans;

UNSOLD FLATS IN SALE BUILDING KNOWN AS "OM PALACE"

Sl. No.	Flat No	Floor	Carpet Area (Sq ft)	Saleable area (sq ft)
1	602	6th	390	650
2	603	6th	390	650
3	902	9th	390	650
4	1003	10th	390	650
5	1103	11th	390	650
6	1203	12th	390	650
7	1301	13th	390	650

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UNSOLD FLATS IN REHAB BUILDING KNOWN AS "SNEHAL SADAN SRA CHSL"

Sl. No.	Flat No.	Floor	Carpet Area (Sq ft)	Saleable area (sq ft)
1	802	8th	269	450
2	901	9th	269	450
3	1001	10th	269	450
4	1101	11th	269	450
5	1201	12th	269	450
6	1301	13th	269	450
7	1601	16th	269	450

36. It is observed from the RERA portal and the documents furnished to us that one Hanumant Raghunath Takle has filed one L.C. Suit No. 1266 of 2016 before Hon'ble City Civil Court at Dindoshi against (1) M/s. P.G.Enterprises (2) Pravin Realtors Private Limited (3) The Mumbai Municipal Corporation of Greater Mumbai (4) Smt. Suvarna Ramesh Takle (5) Shri Datta Raghunath Takle (6) Shri Moreshwar Gudekar (7) Miss Surekha Raghunath Takle (8) Smt. Sadhana Shrikant Kesarkar @ Sadhana Raghunath Takle. We have checked the status of the said Suit on the Portal and it appears that one Notice of Motion and one Chamber Summons is taken out in the said suit and both are pending for disposal. It is observed from the Certified copy of the order dated 04.05.2016 passed in L.C.Suit No. 1266 of 2016 before Hon'ble City Civil Court at Dindoshi, that Plaintiff has sought ad-interim relief against Defendant No.3 (MCGM) from granting Occupation Certificate to Defendant No.1 and Restraining Defendant No.1 from dealing with alienating, encumbering, transferring etc of the suit property and creating third party interest or parting with the possession of the flats constructed in suit property. Hon'ble Court has refused to grant any ad-interim relief in view of the fact that Defendant No.1 started the construction in the year 2012 and raised construction upto 22nd floors.

37. We have checked the status of the said Suit in The City Civil Court at Dindoshi and no adverse order is passed till date. Explanation was furnished by the mortgagor in respect of the litigations and their status as on date and we have gone through the relevant orders passed therein. It is observed from the explanations and documents that no injunction order whatsoever is passed against the captioned project and/or against the creation of third party rights in the said sale building. In view of the said order dated 04.05.2016, it is clear that the Plaintiff has not proved even a prima facie case for ad-interim relief despite of the fact on record that as on date construction of the building on the said Land is raised upto 22nd Floors by said M/s. P. G. Enterprises and third party rights are already created in favour of flat purchasers and therefore as on date there is no restriction or any adverse order in the said suit barring M/s. P. G. Enterprises from creating any third party rights. In our opinion, M/s. P. G. Enterprises is free to create charge on the captioned unsold flats, subject however to final outcome of the said suit.

38. It is observed from the search report that one Agreement was registered in respect of Flat No. 1903 on 19th floor of the building, However, it was not clear from the Index-II of the said Agreement whether said Flat is from the SRA Building Snehal Sadan or Sale building Om Palace. We called for copy of the said Agreement for Sale dated 05.07.2016 executed between M/s. P. G. Enterprises, therein as Developers and (1) Mr. Rajesh Keshavlal Waghela (2) Mrs. Bhavna Rajesh Waghela, therein as Purchaser, duly Registered with Sub Registrar of Assurances bearing Document No. BRL-7/4861/2016 at Borivali-7. It is observed that said Agreement was in respect of Flat No. 1903 on 19th Floor in the Free Sale Building to be known as "Snehal Sadan SRA Co-operative Housing Society Limited" on the property bearing CTS No. 341, 341/1-4, 342, 344, 344/1-16, 345 and 345/1-10 of Village Malad 9South), Taluka Borivali, Mumbai Suburban District.

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39. It is observed from the search report and Encumbrance details on the RERA portal that charge is created on the captioned property in favour of Anand Rathi Global Finance Limited by a Registered Mortgage bearing Document No. BRL-6/5998/2017 and Addendum to the Indenture of Mortgage bearing Document No. BRL-4/13735/2018. It is observed from the search report that by a Re-conveyance Deed dated 08.01.2019, bearing Document No. BRL-6/315/2019, said charge of said Anand Rathi Global Finance Limited was released and re-conveyed.

40. It is observed from the search report that charge is created on the captioned property in favour of State Bank of India by a Registered Mortgage bearing (1) Document No. Borivali-6/464/2019 for Amount of Rs. 7,80,00,000/- and (2) Document No. Borivali-4/5290/2020 for Amount of Rs. 1,49,00,000/-. We are informed that said charge is valid and subsisting as on date. **Title of the captioned property is therefore subject to Existing charge of State Bank of India.**

41. A Certificate dated 25.01.2019 was issued by us certifying that no objection whatsoever has been received after publication of Public Notice dated 15.01.2019 & 17.01.2019 in respect of missing original title documents (1) Indenture dated 18.10.1994 executed between Mr.Waman Hiraji Mandalkar and Mr.Ganesh Appasaheb Pawar, duly Registered with Sub Registrar of Assurances bearing Document No. BDR-2/1257/1994 at Borivali-1 in respect of land or ground bearing Survey No.468, Hissa No.1 (Part) vide C.T.S Nos. 341, 341/1 to 4 of the Revenue Village: Malad (South), Taluka Borivali, Distr ict: Mumbai Suburban and (2) Conveyance dated 16.04.1971 executed between Smt.Kashibai Krishna Keni & Shri Pandurang Krishna Keni, and Shri Raghunath Dhondu Takle, duly Registered with Sub Registrar of Assurances bearing Document No. BND/712/1971 at Bandra, in respect of land or ground bearing Survey No.471, Hissa No.3 (Part) vide C.T.S.No.344, 344/1 to 16 of the Revenue Village: Malad (South), Taluka Borivali, District: Mumbai Suburban.

42. It is observed from the search report that Notice of Lis-pendence bearing (1) Document No. Borivali-5/12927/2019 (2) Document No. Borivali-5/12928/2019 are filed in respect of land bearing CTS No. 341. It is observed from the Index-ii that there is no reference of litigation in respect of which said notices are filed. It may be noted that Bank has already created charge on respective flats by registered mortgage which is prior to said Notices. **Bank to take on record Declaration from the Mortgagors in respect of pending litigations.**

43. It is observed from the search report that flat No. 1203 in Om Palace & Flat No. 1601 in Snehal Sadan Building, out of the captioned mortgaged flats are sold to third parties. **Bank to ensure that prior NOC of the bank is obtained before sale of said flats.**

44. A Declaration Cum Undertaking should be obtained from M/s. P. G. Enterprises that said flats are unsold and undertaking that same will be sold with prior NOC from the Bank and an undertaking that in draft Agreement for sale, a clause relating to charge of the Bank will be inserted and said draft agreement shall be uploaded on RERA Portal and encumbrance of the Bank will be updated on RERA portal upon creation of charge. Further Declaration in respect of missing original chain title documents and an undertaking to submit the certificate from the concerned police station and advocate certificate after publication in news paper in respect of missing original chain title documents.

45. Subject to what is stated hereinabove and relying on the documents submitted to us and the search caused in the concerned Sub-registrar office, we are of the opinion that **M/s. P. G. Enterprises** has marketable title to the said property, **subject to existing charge of State Bank of India.**

For, The Legalist

Advocate

The Legalist Advocates & Consultant Mumbai

The Legalist

Advocates & Consultants

Address: 1105, Prasad Chambers, Tata Road, Opera House, Mumbai – 400 004.
Tele Fax No. 022 – 23675761. E-mail: thearsgroup@gmail.com

SBI-813 **Date: 01.11.2021**

To,
State Bank of India,
Mumbai.

SEARCH REPORT

Sub: Unsold residential flats having number, floor and area as mentioned hereunder in the project known as "OM PALACE" Situate at Mittal College Road, Malad (West), Mumbai- 400 064 on land bearing Survey No. 468, Hissa No.1 (part) corresponding CTS No. 341, 341/1 to 4, Survey No. 471, Hissa No. 3 (Part) corresponding CTS No. 342, CTS No. 344, 344/1 to 16 and CTS No. 345, 345/1 to 10 in aggregating admeasuring 1584.00 sq. Mtrs. of Village Malad (South), Taluka Borivali, District Mumbai Suburban and bounded as under;
On or towards East: CTS NO 349 and 350
On or towards West: CTS NO 328
On or towards North: CTS NO 346
On or towards South: CTS NO 340

UNSOLD FLATS IN SALE BUILDING KNOWN AS "OM PALACE"

Si. No.	Flat No	Floor	Carpet Area (Sq. Ft.)	Saleable area (Sq. Ft.)
1	602	6th	390	650
2	603	6th	390	650
3	902	9th	390	650
4	1003	10th	390	650
5	1103	11th	390	650
6	1203	12th	390	650
7	1301	13th	390	650

UNSOLD FLATS IN REHAB BUILDING KNOWN AS "SNEHAL SADAN SRA CHSL"

Si. No.	Flat No.	Floor	Carpet Area (Sq. Ft.)	Saleable area (Sq. Ft.)
1	802	8th	269	450
2	901	9th	269	450
3	1001	10th	269	450
4	1101	11th	269	450
5	1201	12th	269	450
6	1301	13th	269	450
7	1601	16th	269	450

I have taken search from 1992 to 2021 (30 years), Challan No. MH007876612202122E for Rs. 1200/- within the Sub-Registrar Office Borivali.

AT BORIVALI SUB REGISTRAR OFFICE FROM 1992 TO 2021 (30 YEARS) COMPUTER – BORIVALI

1992 to 1993 - Nil – No Entry
1994 - ENTRY

Agreement	Av Rs. 6,32,000/-
Scheduled of Property	Land bearing Survey No. 468, hissa No. 1, CTS No. 341, 341/1 to 4, admeasuring 604.1 Sq. Mtrs. area situated at Village Malad
Name of Party	Waman Hiraji Mandalkar through its Constituted Attorney Madhavrao Bapusaheb Patil
	And
	Ganesh Appasaheb Pawar
Exe Date:	18.10.1994
Reg Date:	16.10.2009
Document Serial No.	BDR-2/1257/1994

1995 - ENTRY

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Sale Deed	Av Rs. -/-
Scheduled of Property	Land bearing Survey No. 468, admeasuring 2752.7 Sq. Mtrs. Area of Village Malad
Name of Party	Kamlabai Bhaskar Keni, Ashok Bhaskar Keni & Ramesh Bhaskar Keni
	And
	Prakash Laxman Malharkar
Exe Date	16.08.1995
Reg Date:	21.03.1996
Document Serial No.	Borivali-1(BDR-2) /3709/1995

1996 to 2005 - Nil – No Entry
2006 - ENTRY

Conveyance Deed	Av Rs. 0/-
Scheduled of Property	Land & Construction on land bearing CTS No. 341, 341/1 to 4, admeasuring 604.1 Sq. Mtrs. area & CTS No. 342, admeasuring 104 Sq. Mtrs. area, total admeasuring 708.1 Sq. Mtrs. area situated at Bhandarwada of Village Malad South
Name of Party	Waman Hiraji Mandalkar & Harishchandra Hiraji Mandalkar through its Constituted Attorney Madhavrao Bapusaheb Patil
	And
	M/s. P.G. Enterprises through its Partner Madhavrao Bapusaheb Patil& Kalyanji Umarshi Shah
Exe Date	21.09.2006
Reg Date:	21.09.2006
Document Serial No.	Borivali-4/6543/2006

Conveyance Deed	Av Rs. 15,00,000/-
Scheduled of Property	Construction on land bearing Survey No. 471, Hissa No. 3(part), CTS No. 344 & 344/1 to 16, admeasuring 539.9 Sq. Mtrs. area of Village Malad
Name of Party	Ramesh Raghunath Tatke & others
	And
	Pravin Realtors Private Limited through its Director Ashvin K Shah
Exe Date	29.09.2006
Reg Date:	29.09.2006
Document Serial No.	Borivali-2/7670/2006

Rectification Deed	Av Rs. 1/-
Scheduled of Property	Rectification Deed of document bearing No. BDR-10/06543/2006 of Village Malad
Name of Party	Waman Hiraji Mandalkar & Harishchandra Hiraji Mandalkar through its Constituted Attorney Madhavrao Bapusaheb Patil
	And
	M/s. P.G. Enterprises through its Partner Madhavrao Bapusaheb Patil& Ashvin K Shah
Exe Date	26.12.2006
Reg Date:	26.12.2006
Document Serial No.	Borivali-4/8657/2006

2007 - ENTRY

Conveyance Deed	Av Rs. 7,50,000/-
Scheduled of Property	Open land & Construction on land bearing Survey No. 471, Hissa No. 3(part), CTS No. 345 & 345/1 to 10, admeasuring 290.41 Sq. Mtrs. built-up area out of admeasuring 336.70 Sq. Mtrs. area of Village Malad
Name of Party	Parvatibai Pandurang Kini & 7 others
	And
	Pravin Realtors Private Limited through its Director Kalyanji U Shah
Exe Date	07.11.2007
Reg Date:	07.11.2007
Document Serial No.	Borivali-6/8263/2007

2008 to 2009 - Nil – No Entry

2010 - ENTRY

Rectification Deed	Av Rs. 0/-
Scheduled of Property	Original Document bearing No. BDR-2/1257/1994 dated 18.10.1994) Land bearing Survey No. 468, Hissa No. 1, CTS No. 341, 341/1 to 4, admeasuring 604.1 Sq. Mtrs. area of Village malad (South), Taluka Borivali
Name of Party	Waman Hiraji Mandalkar & Harishchandra Hiraji Mandalkar through its Constituted Attorney Madhavrao Bapusaheb Patil
	And
	Ganesh Appasaheb Pawar
Exe Date	12.01.2010
Reg Date:	12.01.2010
Document Serial No.	Borivali-6/432/2010

Confirmation Deed	Av Rs. 0/-
Scheduled of Property	Land Admeasuring 104 Sq. Mtrs. area of Village malad (South)
Name of Party	Waman Hiraji Mandalkar & Harishchandra Hiraji Mandalkar through its Constituted Attorney Madhavrao Bapusaheb Patil
	And
	M/s. P.G. Enterprises through its Partner Madhavrao Bapusaheb Patil
Exe Date	25.08.2010
Reg Date:	25.08.2010
Document Serial No.	Borivali-6/8249/2010

Confirmation Deed	Av Rs. 45,00,000/-
Scheduled of Property	Open land & Construction on land bearing Survey No. 471, Hissa No. 3(part), CTS No. 344 & 344/1 to 16, admeasuring 736.02 Sq. Mtrs. built-up area (as per Property Card admeasuring 539.90 Sq. Mtrs. area) CTS No. 345 & 345/1 to 10, admeasuring 290.41 Sq. Mtrs. built-up area (as per Property Card admeasuring 336.70 Sq. Mtrs. area) of Village Malad
Name of Party	Pravin Realtors Private Limited through its Director Kalyanji Umarshi Shah
	And
	M/s. P.G. Enterprises through its Partner Madhavrao Bapusaheb Patil& Yogesh Arvindbhai Surti
Exe Date	19.10.2010
Reg Date:	19.10.2010
Document Serial No.	Borivali-5/9552/2010

2011 - Nil – No Entry

2012 - ENTRY

Affidavit	Av Rs. 0/-
Scheduled of Property	Slum Rehabilitation Scheme on land bearing CTS No. 341, 341/1 to 4, 342, 344. 344/1 to 16, 345, 345/1 to 10 of Village Malad
Name of Party	M/s. P.G. Enterprises through its Partner Mukesh Ratilal Makwana
	And
	Slum Rehabilitation Authorities through its Chief Executive Officer
Exe Date	28.06.2012
Reg Date:	28.06.2012
Document Serial No.	Borivali-3/5406/2012

2013 - ENTRY

Mortgage Deed	Av Rs. 10,30,00,000/-
Scheduled of Property	Land bearing Survey No. 468, CTS No. 341,341/1 to 4, Survey No. 471, CTS No. 342, 344, 344/1 to 16 & 345/1 to 10, Total admeasuring 1584 Sq. Mtrs. situated at Rajanpada Pannalal Ghosh Marg, Malad (W), Mumbai 400064 and 1 other property of Village Malad
Name of Party	Amit Ratilal Makwana and P. G. Enterprises through its Partner Mukesh Ratilal Makwana

	And
	Union Bank of India through its Manager Sanjay Shinde
Exe Date	25.03.2013
Reg Date:	26.03.2013
Document Serial No.	Borivali-1/2835/2013

2014to 2016 - Nil – No Entry
2017 - ENTRY

Re-conveyance Deed	Av Rs. 0/-
Scheduled of Property	(Re-conveyance Deed of Mortgage Deed bearing document No. BRL-1/2835/2013) Land bearing Survey No. 468, CTS No. 341,341/1 to 4, Survey No. 471, CTS No. 342, 344, 344/1 to 16 & 345/1 to 10, Total admeasuring 1584 Sq. Mtrs. situated at Rajanpada Pannalal Ghosh Marg, Malad (W), Mumbai 400064 and 1 other propertyof Village Malad
Name of Party	Amit Ratilal Makwana and P. G. Enterprises through its Partner Mukeshnikchand Ratilal Makwana
	And
	Union Bank of India through its Manager Shantanu Sable
Exe Date	29.05.2017
Reg Date:	29.05.2017
Document Serial No.	Borivali-1/5902/2017

Mortgage Deed	Av Rs. 12,00,00,000/-
Scheduled of Property	(1) Rehab Building No. 1, Ground + 22 Floors & Sale Building No. 2 Om Palace, Ground + 22 Floors situated at Snehal Sadan, Rajanpada, Mittal Collage Road, Malad West, Mumbai 400064, constructed on land bearing CTS No. 341, 341/1-4, 342, 344, 344/1-16, 345 & 345/1-10 of Village Malad, Taluka Borivali and 2 other property
Name of Party	M/s. P.G. Enterprises through its Partner Mukesh Ratilal Makwana & Partner Bhavesh Navneetlal Shah and Amit Ratilal Shah
	And
	Anand Rathi Global Finance Limited through its Manager Aakash Gavankar
Exe Date	02.06.2017
Reg Date:	02.06.2017
Document Serial No.	Borivali-6/5998/2017

2018 - ENTRY

Mortgage Deed	AV Rs. 0/-
Scheduled of Property	Supplemental Agreement of Mortgage Deed bearing No. BRL-6/5998/2017 (CTS No. 341, 341/1-4, 342, 344, 344/1-16, 345, 345/1-10) of Village Malad
Name of Party	M/s. P. G. Enterprises through its Partner (1) Bhavesh Navneetlal Shah & (2) Mukesh Ratilal Makvana and (3) Amit Ratilal Makvana
	And
	Aanand Rathi Global Finance Limited through its Authorized Signatory Pratik Rasikbhai Jethva
Exe Date	11.09.2018
Reg Date:	12.09.2018
Document Serial No.	Borivali-4/13735/2018

2019 - ENTRY

Re-conveyance Deed	AV Rs. 0/-
Scheduled of Property	(Re-conveyance Deed of Document bearing No. BRL-6/5998/2017 dated 02.06.2017) Mortgage 1, Rehab Building No. 1, Ground + 22 Floors and Sale Building No. 2 of the name "Om Palace" Ground + 22 Floors situated at Snehal Sadan Rajanpada, Mital Collage Road, Malad West, Mumbai 400064, constructed on land bearing CTS No. 341, 341/1-4, 342, 344, 344/1-16, 345, 345/1-10 of Village Malad, Taluka Borivali and 2 other property

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Name of Party	M/s. P. G. Enterprises through its Partner (1) Mukesh Ratilal Makvana & (2) Bhavesh Navneetlal Shah and (3) Amit Ratilal Makvana
	And
	Aanand Rathi Globle Finance Limited through its Authorized Signatory PRatik RASikbhai Jethva
Exe Date	08.01.2019
Reg Date:	08.01.2019
Document Serial No.	Borivali-6/315/2019

Mortgage Deed	AV Rs. 7,80,00,000/-
Scheduled of Property	Flat No. 103, 602, 603, 902, 1003, 1103, 1203, 1301, admeasuring 650 Sq. Ft. area (Each Flat) of the building name "Om Palace" and Flat No. 802, 901, 1001, 1101, 1201, 1301, 1401, 1601, admeasuring 450 Sq. Ft. area (Each Flat) of the building name Snehal Sadan SRA Co-operative Housing Society Limited (CTS No. 341, 341/1, 342, 344/1, 345/1-10) of Village Malad
Name of Party	Mortgager – Pentagon Built through its M/s. P. G. Enterprises through its Partner (1) Mukesh Makvana and (2) Bhavesh Shah
	And
	Mortgagee – State Bank of India through its Authorized Signatory Siddharth Varma
Exe Date	11.01.2019
Reg Date:	11.01.2019
Document Serial No.	Borivali-6/464/2019

Notice of Lis-pendence	AV Rs. 1/-
Scheduled of Property	As per Document Registered (CTS No. 341) of Village Malad
Name of Party	Uma Tekchandani
	And
Exe Date	16.10.2019
Reg Date:	16.10.2019
Document Serial No.	Borivali-5/12927/2019

Notice of Lis-pendence	AV Rs. 1/-
Scheduled of Property	As per Document Registered (CTS No. 341) of Village Malad
Name of Party	Girish Chopra
	And
Exe Date	16.10.2019
Reg Date:	16.10.2019
Document Serial No.	Borivali-5/12928/2019

2020 - ENTRY

Mortgage Deed	AV Rs. 1,49,00,000/-
Scheduled of Property	Flat No. 602, 603, 902, 1003, 1103, 1203, 1301, admeasuring 650 Sq. Ft. area (Each Flat) of the building name "Om Palace" and Flat No. 802, 901, 1001, 1101, 1201, 1301, 1601, admeasuring 450 Sq. Ft. area (Each Flat) of the building name Snehal Sadan SRA Co-operative Housing Society Limited (CTS No. 341, 341/1-4, 342, 344/1-16, 345/1-10) of Village Malad
Name of Party	(1) M/s. P. G. Enterprises and (2) M/s. Pentagon Built through its Partner (I) Mukesh Ratilal Makvana & (II) Bhavesh Navneetlal Shah
	And
	State Bank of India through its Assistant Manager Sudhanshu C. Shekhar
Exe Date	14.08.2020

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