

Padiyar & Co.

Advocates & Legal Consultants

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

REF: PC/SBI/SME-Goregaon Br./LSR-137/22

14/07/2022

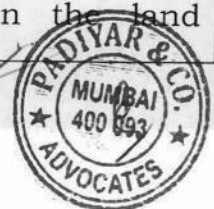
Cell : 9323802133

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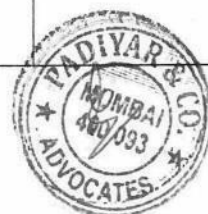
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Annexure - B: Report of Investigation of Title in respect of immovable Property

1.	a) Name of the Branch/BU seeking opinion	State Bank of India, SME-Goregaon Branch, Mumbai.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Instruction received from the bank.
	c) Name of the Borrower	M/S. SANKARI JEWELS
2.	a) Type of Loan	Cash Credit
	b) Type of Property	Room No.27, on the 5 th Floor
3.	a) Name of the Property/concern/ company/person offering the property (is) as security	SHRI. SAMIR P. MAJI, SHRI. PROBIR P. MAJI & SHRI. SUBIR P. MAJI
	b) Constitution of the Property/concern/ person/body/authority offering the property for creation of charge.	Joint Owners
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Guarantors
4.	Value of Loan (Rs. in crores)	Rs.3.20 Crore
5.	Complete or full description of the immovable property (ies) offered as security for creation of mortgage whether equitable/ registered mortgage.	Commercial Premises being Room No.27 , admeasuring <u>637</u> sq. feet (carpet area) along with open terrace admeasuring <u>300</u> sq. feet (carpet area), on the 5 th Floor of the building known as "Shreenath Bhuvan of Shreenath Bhuvan Co-Operative Premises Society Limited", situated at 1/3 Old Post Office Lane, Kalbadevi Road, Mumbai-400002 (hereinafter referred to as the said Room No.27) and constructed on the land



		bearing Old Survey No.461, New Survey No.A/2430 & 2435, Old Survey No.23C & 24 and New Survey No.21/121 & 122 and Cadastral Survey No.900, Bhuleshwar Division, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.			
	(a) City Survey No.	Old Survey No.461, New Survey No. A/2430 & 2435, Old Survey No.23C & 24 and New Survey No.21/121 & 122 and Cadastral Survey No.900			
	(b) Door No. (in case of house property)	Room No.27, on the 5th First Floor			
	(c) Extent/area including plinth/built up area in case of house property	Admeasuring 637 sq. feet (carpet area) open terrace admeasuring 300 sq. feet (carpet area).			
	(d) Locations like name of the place, village, city, registration, sub-district, etc.	Lying and being situated at Village-Bhuleshwar Division, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.			
	(e) Boundaries	Nil			
6.	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/certified extract/photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate
	1.	28/11/2011	Registered Deed of Sale dated 28/11/2011 executed between Vijaysingh N. Sampat	Original	Original scrutinized



			though his POA holder Bharat Vijaysingh Sampat & Bharat Vijaysingh Sampat as the "Sellers" of the First Part and Shri. Samir P. Maji, Shri. Probir P. Maji & Shri. Subir P. Maji as the "Purchasers" of the Other Part document duly registered under the Sr. No. BBE-1-9980-2011 dated 28/11/2011 by Sub registrar Mumbai City-1.		
✓ 2.	20/10/2011		Stamp duty Receipt dated 20/10/2011 for Rs. 2,75,000/- in the name of Shri. Samir P. Maji.	Original	Original scrutinized ✓
✓ 3.	28/11/2011		Registration Receipt No.10059 (Document Registered under Serial No. Sr. No. BBE-1-9980-2011) dated 28/11/2011 for Rs.30,760/- in the name of Shri. Samir P. Maji, Shri. Probir P. Maji & Shri. Subir P. Maji by Sub registrar Mumbai City-1.	Original	Original scrutinized ✓
✓ 4.	25/10/2010		Share Certificate No.029 issued on 25/10/2010 distinctive 5 share Nos. from 176 to 180 each of Rs.50/- transfer in the name of	Original	Original scrutinized ✓

			Vijaysingh N. Sampat & Bharat Vijaysingh Sampat dated 10/08/2013 as the bonafide member of the "Shreenath Bhuvan Co-Operative Premises Society Limited".		
	5.	30/11/2006	Consent terms dated 30/11/2006 in Suit No.3313 of 1986 of High Court of Judicature of Bombay filed by Jamnadas M. Randeria & Others Vs. Smt. Shirinbai J. Currimjee & Others.	Xerox copy	Original not scrutinized
	6.	30/11/2006	Order dated 30/11/2006 passed by Dr. D.Y. Chandrachud J. in Suit No.3313 of 1986 of High Court of Judicature of Bombay filed by Jamandas M. Randeria & Others Vs. Shirinbai J. Currimjee & Others.	Xerox copy	Original not scrutinized
	7.	01/04/2010	Certificate of Registration of Shreenath Bhuvan Co-Operative Premises Society Limited dated 01/04/2010 issued by Registrar of Co-Operative Societies, Mumbai.	Xerox copy	Original not scrutinized
	8.	19/11/2011	Certificate dated 19/11/2011 issued by the said society inter-alia stating that the Guarantors are members of the Society and area of the said Room No.27.	Xerox copy	Original not scrutinized



9.	26/03/2015	Certificate dated 26/03/2015 issued by the said society inter-alia stating that the Agreement dated 12/07/1980 between Smt. Shirinbai J. Currimjee & Others and the Promoters of Shreenath Bhuvan Co-operative Premises Society Limited is not available with the society and the conveyance deed is not done and the work is under the process.	Xerox copy	Original not scrutinized
10.	18/03/2016	Search Report dated 18/03/2016 in respect of the said Room No.27 on the 5 th Floor of the Building known as Shreenath Bhuvan constructed on the land bearing old survey no.461, New Survey No.A/2430 & 2435, Old Survey No.23C & 24 and New Survey No.21/121 & 122 and Cadastral Survey No.900, Bhuleshwar Division for the period from 1 st January 1987 to 18 march 2016 (i.e. for 30 years).	Xerox copy	Original not scrutinized
11.	19/03/2019	Search Report dated 19/03/2019 in respect of the said Room No.27 on the 5 th Floor of the	Xerox copy	Original not scrutinized

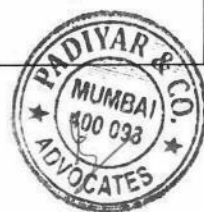
		Building known as Shreenath Bhuvan constructed on the for the period from 1 st January 1989 to 19/03/2019 (i.e. for 30 years).		
7a.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR) (HL: If the Value of loan=>Rs.1 Crore and in case of commercial loans irrespective of the loan component)		Yes	obtained already by the bank
b.	<p>i) Whether all pages in certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the Original documents submitted?</p> <p>ii) Where the certified copies of the title documents are not available, the Copy of provided should be compared with the Original to ascertain whether the total page numbers in the copy tally page by page with the original produced.</p> <p>(In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)</p>		Yes	
8.	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 (since 2003, records are available)	
	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	
	d) Whether proper registration of documents completed. Details thereof to be provided.		Yes Registration of document No BBE-1-9980-2011 dated 28/11/2011.	
9.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?		Mumbai City-1	
	b) Whether it is possible to have registration of		By sub registrar	



	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?	Mumbai City-1.
	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.
10a	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.	Separate sheet is attached herewith.
b	Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. 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).	Not Applicable
c	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
11a	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.)	Ownership Rights
	If Ownership Rights,	
a	Details of the Conveyance Documents	Conveyance in favour Society
b	Whether the documents is properly stamped	Yes
c	Whether the document is properly registered	Yes
	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	Not Applicable



	of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.	
	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
	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether :	NO
	a) Grant/agreement, etc. provides for alienable rights to the mortgagor with or without conditions,	Not Applicable
	b) The mortgagor is competent to create charge on such property.	Not Applicable
	c) Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not Applicable
	If occupancy right, whether;	No
	a) Such right is heritable and transferable,	Not Applicable
	b) Mortgage can be created.	Not Applicable
12.	If the property has been transferred by way of Gift/Settlement Deed, whether:	Not Applicable
	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;	Not 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;	No



	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
13.	Has the property been transferred by way of partition/family settlement deed	No
a	Whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage	Not Applicable
b	Whether mutation has been effected	Not Applicable
c	Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
d	Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	Not Applicable
e	In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with.	Not Applicable
14.	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
	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
15.	Whether the property is subject to any wakf rights/belongs to church /temple or any religious/other institution	NO
	a) Any restriction in creation of charges on such properties	Not Applicable

	b) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
16	a) Where the property is a HUF /joint family property?	Not Applicable
	b) Whether mortgage is created for family benefit/legal necessary, Whether the major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not Applicable
	c) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
17.	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 so 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
18.	Is the property an Agricultural land	No
	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) Incase 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) Inthe case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Not Applicable
19.	a) 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.).	Not Applicable
	b) Additional aspects relevant for investigation of title as per local laws.	Not Applicable
20.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	Not Applicable
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not Applicable



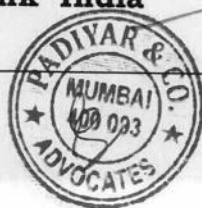
21.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	NO
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	NO
	c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings?	NO
22.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable
23.	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.	NO
a	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	Not Applicable
b	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?	Bank to Confirm
c	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
d	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No.	Not Applicable
24.	In case of Societies, Association, the required	Not Applicable



	authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	
25.	a) Whether any POA is involved in the chain of title?	Yes
	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.	POA by Vijaysingh Sampat & Bharat Vijaysingh Sampat
	c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Property Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of Property's/Property's (Builder's POA) or (ii) other type of POA (Common POA).	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
	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
26.	g) Please comment on the genuineness of POA?	Not Applicable
	h) The unequivocal opinion on the enforceability and validity of the POA?	Not Applicable
26.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly	No



	executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	
27.	If the property is a Property/Flat or residential/commercial complex, check and comment on the following:	Room
	a) Promoter's/Land owner's title to the land/building;	Clear and marketable
	b) Development Agreement/Power of Attorney;	N/A
	c) Extent of authority of the Developer/builder	N/A
	d) Independent title verification of the Land and/or building in question	N/A
	e) Agreement for sale (duly registered);	Yes
	f) Payment of proper stamp duty	Yes Paid
	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Registered
	h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	i) Conveyance in favour of Society/Condominium concerned.	Not Known
	j) Occupancy Certificate/allotment letter/letter of possession;	Occupancy not provided by us
	k) Membership details in the Society etc.;	Yes
	l) Share Certificates	Share Certificate seen by us
	m) No Objection Letter from the Society;	NOC from Society required
	n) All legal requirements under the local/Municipal laws, regarding ownership of Properties/Flats/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	Yes, in Society's records
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	No
	q) Whether the numbering pattern of the Properties/Properties tally in all documents such as approved plan, agreement plan, etc.	Yes
28.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Subject to Charge of State Bank India



29.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	30 Years
30.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid.
31.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	N/A C.A. Certificate/Declaration may be Obtained
32.	a) Details of RTC extracts/mutation extracts/Katha extract Pertaining to the property in question.	Verified by us.
	b) Whether the name of mortgagor is reelected as owner in the revenue/Municipal/Village records?	Yes in the Revenue Record
33.	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation/ partition of the property is legally valid? c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	YES YES YES
34.	a. Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	YES
	b. Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Nil
35.	a) Whether the documents i.e. Valuation report/approved sanction plan reflect/indicate any difference/discrepancy in the boundaries in relation to the Title Document/other document. The valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same.	Valuation Report submitted for verification



36.	a. Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes.
	b. Property is SARFAESI compliant (Y/N)	Yes
37.	a. Whether original title deeds are viable for creation of equitable mortgage.	
	b. In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Yes
38.	Additional aspects relevant for investigation of title as per local laws.	Nil
39.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security	Equitable Mortgage Created
40.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	SHRI. SAMIR P. MAJI, SHRI. PROBIR P. MAJI & SHRI. SUBIR P. MAJI
41.	a. Whether the Real Estate Project comes Under (Regulation and Development) Act, 2016?	NO
	b. Whether the Project is registered with the Real Estate Regulatory Authority? If so, the Details of such registration are to be furnished,	Not Applicable
	c. Whether the registered agreement for sale as prescribed in the Above Act/Rules there Under is executed?	Not Applicable
	d. Whether the Details of the apartment/plot in question are verified with the list of apartments or Plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not Applicable

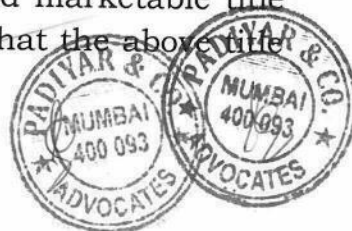
Place: Mumbai

Signature of the Advocate



Annexure – C: Certificate of Title

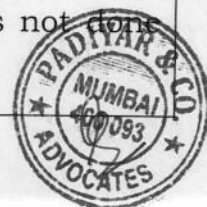
1. I have examined original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said of Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:
2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries, **No certified copy taken by us.**
5. There is prior mortgage/charges of **State Bank of India** encumbrances whatsoever as could be seen from the encumbrances certificate for the period from 1993 to 2022 pertaining to the immovable property i.e. covered by above said title deeds. The Property is free from all encumbrances **Subject to charge of State Bank of India.**
6. In case of second/ subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable) **(Not Applicable.).**
7. Minor (s) and his / their interest in the property (ies) to the extent of (specify the share of minor with name) strike out if not applicable **(Not Applicable).**
8. The Mortgage if created will be available to the bank for the liability of the intending borrower **M/S. SANKARI JEWELS, Subject to Charge of State Bank of India.**
9. Certify that, **SHRI. SAMIR P. MAJI, SHRI. PROBIR P. MAJI & SHRI. SUBIR P. MAJI**, have an absolute clear and marketable title over the schedule property/(ies). I Further certify that the above title



deed are genuine and a valid mortgaged can be created and the said mortgaged would be enforceable, **Subject to Charge of State Bank of India.**

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

1.	Original Registered Deed of Sale dated 28/11/2011 executed between Vijaysingh N. Sampat & Bharat Vijaysingh Sampat as the "Sellers" of the First Part and Vijaysingh N. Sampat & Bharat Vijaysingh Sampat as the "Purchasers" of the Other Part document duly registered under the Sr. No. BBE-1-9980-2011 dated 28/11/2011 by Sub registrar Mumbai City-1.
2.	Original Registration Receipt No.10059 (Document Registered under Serial No. Sr. No. BBE-1-9980-2011) dated 28/11/2011 for Rs.30,760/- in the name of Vijaysingh N. Sampat & Bharat Vijaysingh Sampat by Sub registrar Mumbai City-1.
3.	Original Stamp duty Receipt dated 20/10/2011 for Rs. 2,75,000/- in the name of Shri. Samir P. Maji.
4.	Original Share Certificate No.029 issued on 25/10/2010 distinctive 5 share Nos. from 176 to 180 each of Rs.50/-transfer in the name of Vijaysingh N. Sampat & Bharat Vijaysingh Sampat dated 10/08/2013 as the bonafide member of the "Shreenath Bhuvan Co-Operative Premises Society Limited.
5.	Copy of Consent terms dated 30/11/2006 in Suit No.3313 of 1986 of High Court of Judicature of Bombay filed by Jamnadas M. Randeria & Others Vs. Smt. Shirinbai J. Currimjee & Others.
6.	Copy of Order dated 30/11/2006 passed by Dr. D.Y. Chandrachud J. in Suit No.3313 of 1986 of High Court of Judicature of Bombay filed by Jamandas M. Randeria & Others Vs. Shirinbai J. Currimjee & Others.
7.	Copy of Certificate of Registration of Shreenath Bhuvan Co-Operative Premises Society Limited dated 01/04/2010 issued by Registrar of Co-Operative Societies, Mumbai.
8.	Copy of Certificate dated 19/11/2011 issued by the said society inter-alia stating that the Guarantors are members of the Society and area of the said Room No.27.
9.	Copy of Certificate dated 26/03/2015 issued by the said society inter-alia stating that the Agreement dated 12/07/1980 between Smt. Shirinbai J. Currimjee & Others and the Promoters of Shreenath Bhuvan Co-operative Premises Society Limited is not available with the society and the conveyance deed is not done and the work is under the process.



10.	Original Index No.II
11.	Latest Maintenance receipts
12.	Original Letter/Document releasing the said Room No.27 by the Bank of Maharashtra from its lien/charge.
13.	No objection Certificate from the Society to Mortgage the flat in favour of the Bank.

11. The mortgage under any applicable law/rules of force.
12. It is certified that the property is SARFAESI compliant.

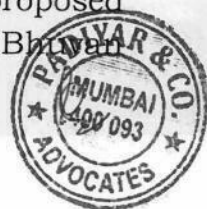
SCHEDULE OF THE PROPERTY (IES)

Commercial Premises being **Room No.27**, admeasuring 637 sq. feet (carpet area) along with open terrace admeasuring 300 sq. feet (carpet area), on the 5th Floor of the building known as "Shreenath Bhuvan of Shreenath Bhuvan Co-Operative Premises Society Limited", situated at 1/3 Old Post Office Lane, Kalbadevi Road, Mumbai-400002 (hereinafter referred to as the said Room No.27) and constructed on the land bearing Old Survey No.461, New Survey No.A/2430 & 2435, Old Survey No.23C & 24 and New Survey No.21/121 & 122 and Cadastral Survey No.900, Bhuleshwar Division, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.



ANNEXURE - 1:
FLOW OF TITLE

1. It is observed that from the document submitted before us that, 1) Smt. Shirunbai J. Currimjee, 2) Kumari Saraya, 3) Kumari Wishat, 4) Smt. Shameem H. J. Currimjee, 5) F. J. Currimjee, 6) Z. J. Currimjee, 7) Currimjee j. Currimjee, 8) Smt. Hussainbhai A. Currimjee, 9) Carrim A. Currimjee, 10) Mustan Sir A. Currimjee, 11) Smt. Kosarbai F.J. Currimjee, 12) A.A. Currimjee, 13) B.A. Currimjee & 14) F.A. Currimjee were the owners and sized of and possessed of and parcel of land admeasuring 360 sq. yards with the dwelling house structure standing thereon known as Shreenath Bhuvan (then known as Manjirja Building), situated at 1/3, old Survey No.461, New Survey No.A/2430 & 2435, Old Survey No.23C & 24 and New Survey No.21/121 & 122 and Cadastral Survey No.900, lying being and situated at Bhuleshwar Division, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (**hereinafter referred to as the said property**).
2. Further it is observed that, the above said owners entered into and agreement dated 12/07/1980 (as modified from time to time) to sell, transfer and convey, the said property with promoters of said Shreenath Co-Operative Premises Society Limited (then a proposed society) consisting of all the occupants and tenants of said property.
3. Further it is observed that, the said Owners of the said property purported to terminate the said agreement dated 12/07/1980 hence the promoters of the said society instituted a suit being suit No.3313 of 1986 for specific performance of said agreement for sale, against said owners before Hon'ble Bombay High Court, wherein said promoters were plaintiffs and Owners were defendants.
4. Further it is observed that, the said suit has been disposed of by an ex-parte order and Decree dated 30/11/2006 passed by the Hon'ble High Court of Bombay, which was decreed against the said owners. By the said order and decree direction was given to the said promoters to deposit requisite sum with learned Prothonotary and Senior Master and also direction was given to the said owners to execute Deed of Conveyance in favour of said promoters and /or in favour of Co-Operative Society if registered within a period of eight weeks from the date of deposits said requisite amount otherwise the Learned Prothonotary and Senior Master shall cause a Deed of Conveyance to be executed by an officer of the Court. Accordingly said promoters deposited said requisite sum with learned Prothonotary and Senior Master on 27/12/2006. However the owners to execute the conveyance and hence the Learned Prothonotary and Senior Master of Hon'ble Bombay High Court, appointed an Officer as Authorized person in the name of said owners and for and on behalf of said owners to sign executed and register the Deed of Conveyance for conveying the said property in favour of Promoters of said proposed society which has since been formed by named Shreenath Bhuvan



Co-Operative Premises Society Limited (the said society) and Registered under Maharashtra Co-Operative Societies Act 190 with Registration No.MUM/W.C./GNL/(O)/8221/09-10 YEAR 2010 on 01-04-2010.

5. Further it is observed that, the said Society by its Certificate dated 26/03/015 has inter-alia stated that the said Agreement dated 12/07/1980 between Smt. Shirinbai J. Currimjee & others and the Promoters of Shreenath Bhuvan Co-Operative Premises Society Limited is not available with the society and the Conveyance Deed is not done and work is under the process.
6. Further it is observed that, the said Vijaysingh N. Sampat & Bharat Vijaysingh Sampat herein who were the tenants of said Commercial Premises being Room No.27, admeasuring 637 sq. feet (carpet area) along with open terrace amdeusing 300 sq. feet (carpet area) on the 5th Floor of the building known as Shreenath Bhuvan Co-Operative Premises Society Limited., situate at 1/3 Old Post Office Lane, Kalbadevi Road, Mumbai-400002, have been allotted by said society on what is popularly known as on ownership basis and issued in the name of the Sellers five Fully paid of up shares of Rs.50/- each bearing Share Certificate No.029 each numbered from 176 to 180 vide members register No.29, on 5/10/2010 and thus said sellers became joint members of said society by virtue of owners of said commercial premises being Room No.27.
7. Further it is observed that, by a Registered Deed of Sale dated 28/11/2011 executed between Vijaysingh N. Sampat & Bharat Vijaysingh Sampat as the "Sellers" of the First Part and Vijaysingh N. Sampat & Bharat Vijaysingh Sampat as the "Purchasers" of the Other Part document duly registered under the Sr. No. BBE-1-9980-2011 dated 28/11/2011 by Sub registrar Mumbai City-1, the said seller sold right, title, interest, share and benefit respect of **Room No.27**, on the 5th Floor to the said purchasers for the total consideration of Rs.50,00,000/- to Seller.
8. Further it is observed that, Share Certificate transferred in the name of Shri. Samir P. Maji, Shri. Probir P. Maji & Shri. Subir P. Maji dated 10/08/2013.
9. We are of the opinion that, **SHRI. SAMIR P. MAJI, SHRI. PROBIR P. MAJI & SHRI. SUBIR P. MAJI**, have paid the full consideration to the Seller and obtained a clear, valid and marketable title free from all encumbrances to the said Room and quiet, vacant and peaceful possession of the said Room, **Subject to charge of State Bank of India.**



SEARCH REPORT

14/07/2022

Sub: Investigation of the Title in respect of Commercial Premises being **Room No.27**, admeasuring 637 sq. feet (carpet area) along with open terrace admeasuring 300 sq. feet (carpet area), on the 5th Floor of the building known as "Shreenath Bhuvan of Shreenath Bhuvan Co-Operative Premises Society Limited", situated at 1/3 Old Post Office Lane, Kalbadevi Road, Mumbai-400002 (hereinafter referred to as the said Room No.27) and constructed on the land bearing Old Survey No.461, New Survey No.A/2430 & 2435, Old Survey No.23C & 24 and New Survey No.21/121 & 122 and Cadastral Survey No.900, Bhuleshwar Division, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

A/C- SHRI. SAMIR P. MAJI, SHRI. PROBIR P. MAJI & SHRI. SUBIR P. MAJI

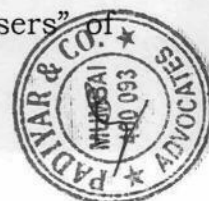
State Bank of India, SME-Goregaon Br. LSR No.137/22.

Dear Sir,

As per your instruction, I have taken search of the above-mentioned property in the Sub-Registrar office Mumbai City-1 from the year of 1993 to 2022.

SUB - REGISTRAR OFFICE AT MUMBAI CITY-1 FOR 30 YEARS.

<u>YEAR</u>	<u>LIEN / CHARGE</u>
1993	Nil
1994	Nil
1995	Nil
1996	Nil
1997	Nil
1998	Nil
1999	Nil
2000	Nil
2001	Nil
2002	Nil
2003	Nil
2004	Nil
2005	Nil
2006	Nil
2007	Nil
2008	Nil
2009	Nil
2010	Nil
2011	Registered Deed of Sale dated 28/11/2011 executed between Vijaysingh N. Sampat & Bharat Vijaysingh Sampat as the "Sellers" of the First Part and Shri. Samir P. Maji, Shri. Probir P. Maji & Shri. Subir P. Maji as the "Purchasers"



the Other Part document duly registered under the Sr. No. BBE-1-9980-2011 dated 28/11/2011 by Sub registrar Mumbai City-1

2012	Nil
2013	Nil
2014	Nil
2015	Nil
2016	Nil
2017	Notice of Intimation of mortgage by way of Deposit of title deeds dated 02/11/2017 executed by Shri. Samir P. Maji, Shri. Probir P. Maji & Shri. Subir P. Maji of M/s. Sankari Jewels, mortgaged to State Bank of India, Diamond Branch which was duly registered under serial no.BBE-2-3651-2017 dated 02/11/2017 by sub registrar Mumbai- City-2.
2018	Nil
2019	Notice of Intimation of mortgage by way of Deposit of title deeds dated 13/08/2019 executed by Shri. Samir P. Maji, Shri. Probir P. Maji & Shri. Subir P. Maji of M/s. Sankari Jewels, mortgaged to State Bank of India, Diamond Branch which was duly registered under serial no.BBE-2-3001-2019 by sub registrar Mumbai City-2.
2020	Nil
2021	Notice of Intimation of mortgage by way of Deposit of title deeds dated 04/06/2021 executed by M/s. Sankari Jewels, mortgaged to State Bank of India, Diamond Branch which was duly registered under serial no.BBE-4-341-2021 dated 02/07/2021 by sub registrar Mumbai-4.
2022	Nil

The Government Fee is paid vide Receipt No.MH004910187202223P Dated 13/07/2022.

Truly yours



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

