

V. B. TIWARI & CO.

Advocates & Associates

46, Islam Building, 16 A, 1st Floor, Veer Nariman Road, Opp. Akbarallys, Fort, Mumbai - 400 023.
Tel. : 2285 2893 Mobile : 9892284146
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V. B. TIWARI
Jyoti V. Tiwari
Kiran V. Tiwari

Ref. No. : _____

Date : _____

SBI/ OVERSEAS BRANCH/16/SEPTEMBER/2019

23.09.2019

To,

The Branch Manager,
State Bank of India,
Overseas Branch,
Mumbai.

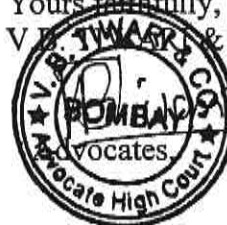
Dear Sir,

RE: Property at Flat No. 712-A, on the 7th Floor, in the building known as "Embassy Centre Premises Co-operative Housing Society Limited", Adm. 675 Sq.Ft., situated at Village: Fort, Taluka and District: Mumbai, bearing CTS No. 1642, belonging to Arbitrum Finvest Private Limited.

As directed by you we have taken the search of the above property. We enclose herewith Original title report, **Original Challan GRN No. MH006607995201920E of Rs.750/- paid to Sub-Registrar Office MUMBAI-1 and Index-II** for your information and record.

Thanking you,


Yours faithfully,
M/S. V. B. TIWARI & CO.





CHALLAN
MTR Form Number-6



GRN MH006607995201920E		BARCODE 		Date 23/09/2019-14:24:27		Form ID	
Department Inspector General Of Registration				Payer Details			
Search Fee				TAX ID (If Any)			
Type of Payment Other Items				PAN No.(If Applicable)			
Office Name BOM1_MUMBAI CITY 1 SUB REGISTRAR				Full Name		V B TIWARI AND COMPANY	
Location MUMBAI							
Year 2019-2020 From 01/01/1990 To 23/09/2019				Flat/Block No.			
Account Head Details			Amount In Rs.	Premises/Building			
0030072201 SEARCH FEE			750.00	Road/Street			
				Area/Locallty			
				Town/City/District			
				PIN			
				Remarks (If Any)			
				Flat No 712 A in the building known as Embassy Centre Premises CHSL			
Total			750.00	Amount In	Seven Hundred Fifty Rupees Only		
				Words			
Payment Details BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	02300042019092371746	004290885
Cheque/DD No.				Bank Date	RBI Date	23/09/2019-14:25:27	Not Verified with RBI
Name of Bank				Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

Department ID :
NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
 सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्त्यासाठी लागू नाही.
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Annexure – B: Report of Investigation of Title in respect of immovable Property

1	a) Name of Branch/ BU seeking opinion	OVERSEAS BRANCH
1	b) Reference No. and date of the letter under the cover of which the documents tendered for security are forwarded	-----
	c) Name of the Borrower.	Arbitrum Finvest Private Limited.
2	a) Name of the Unit/concern/ company/ persons as security	Arbitrum Finvest Private Limited
	b) Construction of the Unit/ concern/ company (ies) as security	Flat
	c) State as to under what capacity is security offered (whether as joint application or borrower or as guarantor etc)	Borrowers
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Flat No. 712-A, on the 7th Floor, in the building known as "Embassy Centre Premises Co-operative Housing Society Limited", Adm. 675 Sq.Ft., situated at Village: Fort, Taluka and District: Mumbai, bearing CTS No. 1642
	(a) Survey No.	CTS No. 1642
	(b) Door/House no. (in case of house property)	Flat No. 712A, on the 7th Floor
	(c) Extent/ area including plinth/ built up area in case of house property	Adm. 675 Sq.Ft.
	(d) Locations like name of the place, village,	Village: Fort, Taluka and District:



	city, registration, sub – district etc. boundaries				Mumbai
4.	(a) Particular of the documents scrutinized serially and chronologically				1. Copy of Agreement for Sale dated 21.09.1999 registered on 01.12.1999 under serial No. BBE1-4558-1999 executed between Mr. Sumeer Kapur & Mr. Rohin Kapur as “The Transferor” of the One Part and Arbitrum Finvest Private Limited “The Transferee” of the Other Part. 2. Copy of Registration Receipt. 3. Copy of Index II
	(a) Nature of documents verified and as to whether they are original or certified copies or registration extract duly certified Note: only original or certified extract from the registering/land/ revenue/ other/ authorities be examined.				Certified copied were provided for verification
	Sl. 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.
	--	21.09.1999	Agreement for Sale	Certified Copy	No
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 TIR)				NO
5.b) i)	Whether all pages in the certified copies of the title documents which are obtained directly from Sub-Registrar’s Office have been verified page by page with the original documents				N.A.

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5.b) ii)	submitted? 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 tile deeds is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	N.A.
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?	N.A.
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registration Office: MUMBAI-1
	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?	NO
	c) Whether search has been made at all the offices named at (b) above?	NO
	d) Whether the searches in the offices of registering authorities or any other records	NO



	reveal registration of multiple title documents in respect of the property in question?	
8.	<p>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.</p> <p>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)</p>	<u><i>We have mentioned the tracing herein below:-</i></u>

FROM 1990 TO 2019:-.

- Whereas from documents produced before me it is observed that prior to the year 1989 the said Mr. Mr. Sumeer Kapur & Mr. Rohin Kapur was the owner of the said Flat.
- Whereas from documents produced before me it is observed that initially the said M/s. Gupta Construction had constructed the said building.
- Whereas thereafter in the year 1973 by the Agreement dated 27.02.1973 executed between M/s. Gupta Construction AND M/s. Jyoti Embroidery Private Limited, the said M/s. Gupta Construction sold the said Flat in favor of M/s. Jyoti Embroidery Private Limited.
- Accordingly the said M/s. Jyoti Embroidery Private Limited became the owner of the said Flat.
- Whereas thereafter in the year 1980 by the Agreement dated 20.11.1980 executed between M/s. Jyoti Embroidery Private Limited AND Mr. Mr. Sumeer Kapur & Mr. Rohin Kapur, the said M/s. Jyoti Embroidery Private Limited sold the said Flat in favor of Mr. Sumeer Kapur & Mr. Rohin Kapur..

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- Accordingly the said Mr. Sumeer Kapur & Mr. Rohin Kapur. became the owner of the said Flat.
- Whereas thereafter in the year 1999 by the Agreement for Sale dated 21.09.1999 registered on 01.12.1999 under serial No. BBE1-4558-1999 executed between Mr. Sumeer Kapur & Mr. Rohin Kapur as "The Transferor" of the One Part and Arbitrum Finvest Private Limited "The Transferee" of the Other Part, the said Mr. Sumeer Kapur & Mr. Rohin Kapur sold the said Flat in favor of Arbitrum Finvest Private Limited
- Accordingly the said Arbitrum Finvest Private Limited became the owner of the said Flat No. 712-A, on the 7th Floor, in the building known as "Embassy Centre Premises Co-operative Housing Society Limited".
- Whereas thereafter the said Arbitrum Finvest Private Limited have mortgaged the said Flat in favor of State Bank of India.
- Whereas thereafter in the year 2017 by the Leave & License Agreement dated 28.04.2017 registered on 28.04.2017 under Serial No. 2728 of 2017 the said Arbitrum Finvest Private Limited had granted the said Flat on rental basis in favor of Akron Developers private Limited.

9.	Nature of Title of the intended Mortgagor over the property (whether full ownership rights, Leasehold Rights, Leasehold Rights, Occupancy/Possessory Rights or Inam Holder or Govt. Grantee/Allotee etc.)	Ownership Rights
10.	If leasehold, whether ;	N.A
	a) lease deed is duly stamped and registered	NO
	b) lease is permitted to mortgage the leasehold right	NO
	c) duration of the lease/ unexpired period of lease	NO
	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.	NO
	e) Whether the leasehold rights permits for the	NO



	creation of any superstructure (if applicable) ?	
	f) Right to get renewal of the leasehold rights and nature thereof	NO
11.	If govt. grant/allotment/ lease-cum/sale Agreement for Sale, whether ;	NO
	grant/ Agreement for Sale etc: provides for alienable with or without conditions,	N.A.
	the mortgagor is competent to create charge on such property,	N.A.
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
12.	If occupancy right, whether;	NO
	a) Such right is heritable and transferable,	N. A.
	b) Mortgage can be created.	N.A.
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.	N.A.
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 ;	N.A.
	b) The Gift/Settlement Deed has been attested by two witnesses;	N.A.
	c) The Gift/Settlement Deed transfers the property to Donee;	N.A.
	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;	N.A.
	e) Whether there is any restriction on the Donor in executing the Gift/Settlement Deed in question;	N.A.
	f) Whether the Donee is in possession of the gifted property;	N.A.

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	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;	N.A.
	h) Any other aspect affecting the validity of the title passed through the Gift/Settlement Deed.	N.A.
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.	N.A.
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
	c) Whether the partition is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
	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.	N.A.
	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?	N.A.
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?	N.A.
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
	(c) Whether the property is mutated on the basis of will?	N.A.
	(d) Whether the original will is available?	N.A.
	(e) Whether the original death certificate of the testator is available?	N.A.
	(f) What are the circumstances and/or	N.A.



	documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained)	
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?	N.A.
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.	NO
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
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?	N.A.
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
20.	(a) If the property is Agricultural land, whether	N.A.

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	the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	
	(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?	N.A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N.A.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural La4ws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	NO
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	NO
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	NO
23.	(a) 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/marking.	NO
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.
	(b) Property belonging to partners, whether	N.A.



	thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
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 Transferors Registrar (ROC), Articles of Association /provision for common seal etc.	NO
25. b) i)	Whether the property (to be mortgage) purchased by the above Company from any other company or limited liability Partnership (LLP) firm? Yes/No	N.A.
25. b) ii)	If Yes, whether the search of charges of the property (to be mortgage) has been carried out with Registrar of Companies (ROC) in respect of such vendor company/LLP (seller) and The Transferor company (purchaser)?	NO
25. b) iii)	Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgage) created by The Transferor company (seller)? Yes/No.	N.A.
25. b) iv)	If the search reveals encumbrances/Charges, Whether such Charges/Encumbrances have been satisfied? Yes/ No.	N.A.
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.	N.O.C. from Developer/society should be obtained
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	N.A

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	for Sale-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.	
	(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, Agreement for Sales of Sale, Agreement for Sales, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	N.A
	(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.	N.A
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	N.A
	ii. Whether the POA is a registered one?	N.A
	iii. Whether the POA is a special or general one?	N.A
	iv. Whether the POA contains a specific authority for execution of title document in question?	N.A
	(f) Whether the POA was in force and not revoked or had become invalid on the date of	N.A



	execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	
	(g) Please comment on the genuineness of POA?	N.A
	(h) The unequivocal opinion on the enforceability and validity of the POA?	N.A
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.	N.A.
29.	<p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:</p> <p>(a) Promoter's/Land owner's title to the land/ building;</p> <p>(b) Development Agreement for Sale/Power of Attorney;</p> <p>(c) Extent of authority of the Developer/builder;</p> <p>(d) Independent title verification of the Land and/or building in question;</p> <p>(e) Agreement for Sale for sale (duly registered);</p> <p>(f) Payment of proper stamp duty;</p> <p>(g) Requirement of registration of sale Agreement for Sale, development Agreement for Sale, POA, etc.;</p> <p>(h) Approval of building plan, permission of appropriate/local authority, etc.;</p>	<p>Society is the owner of the Land.</p> <p>N.A.</p> <p>Completely entitled to develop the land.</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>

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	<p>(i) Conveyance in favour of Society/ Condominium concerned;</p> <p>(j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>(k) Membership details in the Society etc.;</p> <p>(l) Share Certificates;</p> <p>(m) No Objection Letter from the Society;</p> <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, Agreement for Sale plan, etc.</p>	<p>N.A</p> <p>OC has to verified.</p> <p>N.A</p> <p>N.A</p> <p>NOC from Society should be obtained.</p> <p>Yes</p> <p>Charge of State Bank Of India should be noted in the Records of Society.</p> <p>Building is Constructed on the said land.</p> <p>N.A</p>
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.	1990 to 2019 (31 Years) <u>Arbitrum Finvest Private Limited has mortgaged the said Flat in favor of State Bank of India.</u>
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.	1990 to 2019 (31 Years) <u>Arbitrum Finvest Private Limited has mortgaged the said Flat in favor of</u>



		<u><i>State Bank of India.</i></u>
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A.
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon.	NO
	(b) Whether No Objection Certificate under the Income Tax Act is required/obtained.	NO
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	N.A.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	N.A.
36.	(a) Whether the property offered as security is clearly demarcated?	Kindly refer Valuation report for the same.
	(b) Whether the demarcation/ partition of the property is legally valid?	Kindly refer Valuation report for the same.
	(c) Whether the property has clear access as per documents?	Kindly refer Valuation report for the same.
37.	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;	N.A.
	(b) Document in relation to water connection;	N.A.
	(c) Document in relation to Sales Tax Registration, if any applicable;	N.A.
	(d) Other utility bills, if any.	

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		N.A.
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.	NO
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 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.)	N.A.
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 SARFESI Act, if required against the property offered as security?	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.	N.A.
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 Mortgage is possible
	Additional aspects relevant for investigation of	----



	title as per local laws.	
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	<p>1. To have physical inspection of the said flat</p> <p>2. To take NOC from Promoters for the creation of EQUITABLE MORTGAGE before disbursement</p> <p>3. To create Bank's charge with respect to disbursement of the loan amount in the Register of The Transferor to safe guard Bank's interest and to prevent future frauds.</p>
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	The Borrower i.e. Arbitrum Finvest Private Limited
47.1)	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, Yes/No	NO
47.2)	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	N.A
	Whether the registered Agreement for Sale for sale as prescribed in the above Act/Rules there under is executed?	N.A
47.3)	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 Transferors in the website of Real Estate Regulatory Authority?	

Place : MUMBAI

Date : 23.09.2019


 Signature of the Advocate

V. B. TIWARI & CO.

Advocates & Associates

46, Islam Building, 16 A, 1st Floor, Veer Nariman Road, Opp. Akbarallys, Fort, Mumbai - 400 023.
Tel. : 2285 2893 Mobile : 9892284146
Email : vbtiwariandcompany@gmail.com

V. B. TIWARI
Jyoti V. Tiwari
Kiran V. Tiwari

Ref. No. : _____

Date : _____

Annexure – C: Certificate of title

1. I have examined the Certified 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 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.
5. There are no Prior Mortgages/Charges/Encumbrances whatsoever, as could be seen from the encumbrances Certificate for the Period from 1990 to 2019 pertaining to the immovable Property covered by the said Title Deed. The Property is free from all encumbrances, subject to the charge of State Bank of India.
6. In case of Second/Subsequent charge in favour of the Bank, there no other Mortgages/ Charges other than already stated in the Loan Document and agreed to by the Mortgagor and the Bank , subject to the charge of State Bank of India.

-Not Applicable

7. Minors Interest in the Property.

-Not Applicable



8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers, Arbitrum Finvest Private Limited
9. I certify that Arbitrum Finvest Private Limited have an absolute, clear and marketable title over the scheduled property. I further certify that the above Title Deeds are Genuine and a valid Mortgage can be created and the said Mortgage would be enforceable.
10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of original title deeds/ documents the certified copies of which have been examined would create a valid and enforceable mortgage:-

Since the said Flat is already mortgaged with State Bank of India, therefore apart of all the chain Agreements the following documents should be obtained:-

1. Original NOC from Society for the creation of equitable mortgage.
2. Original NOC/Closure Letter/No Dues Certificate issued by State Bank of India. (If Required)
3. Original NOC from Akron Developers private Limited for the creation of equitable Mortgage.
4. Copy of Latest Electricity Bill in the name of Arbitrum Finvest Private Limited.
5. Copy of Latest Maintenance Bill in the name of Arbitrum Finvest Private Limited.
6. Copy of Latest Tax Bill in the name of Arbitrum Finvest Private Limited.
7. Copy of Occupation Certificate.
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.

There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copies of which I have examined under any applicable Law/ Rules in force.

V. B. TIWARI & CO.

Advocates & Associates

46, Islam Building, 16 A, 1st Floor, Veer Nariman Road, Opp. Akbarallys, Fort, Mumbai - 400 023.
Tel. : 2285 2893 Mobile : 9892284146
Email : vbtwariandcompany@gmail.com

V. B. TIWARI
Jyoti V. Tiwari
Kiran V. Tiwari

Ref. No. : _____

Date : _____

SCHEDULE OF THE PROPERTY/IES

Property at Flat No. 712-A, on the 7th Floor, in the building known as "Embassy Centre Premises Co-operative Housing Society Limited", Adm. 675 Sq.Ft., situated at Village: Fort, Taluka and District: Mumbai, bearing CTS No. 1642.

Place:- Mumbai

Date:- 23.09.2019



Signature of the Advocate.

To,

23.09.2019

M/s. V.B. TIWARI & CO.,
Advocate, High Court,
46, Islam Building,
16A, 1st floor,
Veer Nariman Road,
Opp: Akabarallys,
Fort, Mumbai- 400 023.

Dear sir,

RE: Investigation of title of Flat No. 712-A, on the 7th Floor, in the building known as "Embassy Centre Premises Co-operative Housing Society Limited", Adm. 675 Sq.Ft., situated at Village: Fort, Taluka and District: Mumbai, bearing CTS No. 1642.

As per your instruction I have taken search of above mentioned property in the Sub Registrar at **MUMBAI-1** from 1990 to 2019 (30 Years).

Besides various Agreement for Sale registered in respect of the Flat I did not find any adverse document registered against above mentioned property.



Search clerk

MUMBAI-1 SRO from year 1990 to 2019 (30 Years)

1990	NIL
1991	NIL
1992	NIL
1993	NIL
1994	NIL
1995	NIL
1996	NIL
1997	NIL
1998	NIL
1999	Agreement for Sale dated 21.09.1999 registered on 01.12.1999 under serial No. BBE1-4558-1999 executed between Mr. Sumeer Kapur & Mr. Rohin Kapur as "The Transferor" of the One Part and Arbitrum Finvest Private Limited "The Transferee" of the Other Part.
2000	NIL
2001	NIL
2002	NIL
2003	NIL
2004	NIL

2005	NIL
2006	NIL
2007	NIL
2008	NIL
2009	NIL
2010	NIL
2011	NIL
2012	NIL
2013	NIL
2014	NIL
2015	NIL
2016	NIL

2017	Leave & License Agreement dated 28.04.2017 registered on 28.04.2017 under Serial No. 2729 of 2017 executed between Arbitrum Finvest Private Limited AND Akron Developers private Limited.
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2018	NIL
2019	NIL


Search Clerk

RE: Flat No. 712-A, on the 7th Floor, in the building known as "Embassy Centre Premises Co-operative Housing Society Limited", Adm. 675 Sq.Ft., situated at Village: Fort, Taluka and District: Mumbai, bearing CTS No. 1642

MR. SUMEER KAPUR & MR.
ROHIN KAPUR
AND

ARBITRUM FINVEST PRIVATE
LIMITED

NOTES OF SEARCH

Taken in the office of sub registrar of .
MUMBAI-1 from 1990 to 2019 (30 Years)

M/s. V.B. TIWARI & CO.,
Advocate, High Court,
46, Islam Building,
16A, Ist floor,
Veer Nariman Road,
Opp: Akabarallys,
Fort, Mumbai- 400 023.