

Utangale & Co.

ADVOCATES & SOLICITORS

Sai Sadan, 2nd Floor,
68, Janmabhoomi Marg, (Ghoga Street
Fort, Mumbai - 400 001.
Phone : 2288 3852 Telefax : 2288 1941
E-mail : 421962@gmail.com
E-mail : utangaledgirish@yahoo.co.in

Ref. No. :

Date :

The Chief Manager
State Bank of India
Diamond Branch
Opera House
MUMBAI 400 004.

TITLE INVESTIGATION REPORT (TIR)

NAME OF THE BORROWER / MORTGAGOR: (FATHER'S/HUSBAND'S NAME TO BE MENTIONED)

M/s. Dhanera Diamonds

Borrower

M/s. Seena Shelters Pvt. Ltd.

Mortgagors

1. DESCRIPTION OF THE DOCUMENTS VERIFIED / SCRUTINIZED:

- (a) Deed of Conveyance dated 30th May 2010 between 1) Noorali Kasamali Jagmia 2) Sadrudin Khimji Bilawala 3) Amirali Rayani 'the Vendors' and M/s. Seena Shelters Pvt. Ltd. 'the Purchaser' of All that piece or parcel of land together with the Structure of ground plus four floors having total constructed area of 2710.60 sq. feet at Bomanji Petit Road, Off Breach Candy Mumbai - 400 026.
- (b) Declaration by Kasamali Shakoor Jagmia
- (c) POA by 1) Noorali Kasamali, 2) Sadrudin Khimji Bilawala & 3) Amirali Rayani in favour of Vinod J. Shah & Mrs. Rita V. Shah Directors of M/s. Seena Shelters Pvt. Ltd.
- (d) Deed of Gift dated 13-05-1981 between Lady Frainy Dhunjibjoy Bomanji 'the Donor' and Cooverji Jal Ardeshir 'the Donee' of All that piece or parcel of land together with the Structure of ground plus four floors having total constructed area of 2710.60 sq. feet at Bomanji Petit Road, Off Breach Candy Mumbai - 400 026.
- (e) Last will & testament dated 19th Sept. 2006 made by Kulsumbai Kasamali Jagmia.
- (f) Consent Decree dated 21st day Dec. 1982 filed in the High Court of Judicature at Bombay under suit No. 1903 of 1982.

THAT THE SAID DOCUMENTS PLACED BEFORE ME ARE GENUINE; I HAVE VERIFIED, TALLIED AND COMPARED THESE DOCUMENTS FROM THE RECORDS OF THE OFFICE OF THE SUB-REGISTRAR OF ASSURANCES AND ALSO FROM THE RECORDS OF OTHER APPROPRIATE AUTHORITIES.

Original Document

TRUE COPY

A. D. SHINTRE
CONSULTANTS

3. FULL / CORRECT DESCRIPTION OF THE PROPERTY:

All that piece or parcel of land together with the building standing thereon situate, lying and being at Bomanji Petit Road (Off Breach Candy or Warden Road) admeasuring 219 sq. yds, equivalent to 183 sq. mts. constructed on land bearing Cadastral Survey No. 1/688 of Malabar & Cumballa Hill Division.

4. DESCRIPTION OF THE CHAIN OF TITLE FROM THE MOTHER DEED TO THE LATEST TITLE DEED.

One Lady Frainy Dhunjibhoy Bomaji, was at all material time seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land together with the structure of ground plus four upper floors having total constructed built up area of 2710 sq. feet standing thereon situate, lying and being at Bomanji Petit Road, Mumbai - 400 026, having acquired under inheritance under the last will and Testament dated 11th October 1935 of her husband late Sir Dhunjibhoy Bomaji Knight.

The said Lady Frainy Dhunjibhoy Bomaji under indenture of Gift dated 13th May 1981 as a 'Donor' and Cooverji Jal Ardeshir 'the Donee' the said Lady Frainy Dhunjibhoy Bomaji out of consideration of natural love and affection which she have as the paternal aunt of Cooverji Jal Ardeshir made a gift of the said property in his favour which is registered under Registration No. BOM-1263-1981 dtd. 14-05-1981.

The said Cooverji Jal Ardeshir vide Agreement for sale dated 26th June 1981 agreed to sell the said property to one Kasamali Shakoor Jagmagia for the consideration and upon the terms and conditions as therein contained and whereas said Cooverji Jal Ardeshir failed to carry out and perform the terms and conditions as contained in the said Agreement for Sale where under Kasamali Shakoor Jagmagia filed a suit in the High Court of Bombay being suit No. 1903 of 1982 against Cooverji Jal Ardeshir for specific performance of the said Agreement for Sale and for various other reliefs and costs of the suit. The said suit ultimately ended in the filing of the Consent terms signed by Cooverji Jal Ardeshir and Kasamali Shakoor Jagmagia and the consent Decree was passed on 10th February 1993 by the Honourable High Court in terms thereof whereby the said Cooverji Jal Ardeshir was ordered and decreed to specifically perform the said Agreement for sale and to convey, assure and transfer the said property in favour of Kasamali Shakoor Jagmagia. It was provided that the said Consent Decree would operate as a conveyance and/or transfer of the said property in favour of Kasamali Shakoor Jagmagia with all encumbrances free from encumbrances without any further deed. The said consent Decree is registered with the Sub-Registrar of Assurances at Bombay under serial No. BBE-368-1993 dtd. 24th February 1993.

TRUE COPY**A. D. SHINTRE
CONSULTANTS**

The said Kasamali Shakoor Jagmagia died at Mumbai on 29th May 1996 and prior to his demise, he had made and published his last will and Testament dated 5th May 1994 whereunder he had amongst other things bequeathed all his estate and assets including the said property to his widow Kulsumbai Kasamali Jagmagia. After the death of said Kasamali Shakoor Jagmagia differences of opinion or disputes arose between the heirs and legal representatives of Late Shri Kasamali Shakoor Jagmagia who during his lifetime and till his death used to carry on various businesses either as a sole proprietor, or as a partner in several partnership firms and held shares in private limited companies or owned several properties.

The said Kulsumbai Kasamali Jagmagia settled various issues by intervening, in the dispute arising in the family, recording the family settlement, Kulsumbai Kasamali Jagmagia released all her rights and shares title or interest in various business and in the lien she was allotted to the members of Jagmagia family the various assets and properties were adjusted, settled and agreed upon which were subsequently recorded in Deed of Family Arrangement dated 26-06-2000 which was signed by Kulsumbai Kasamali Jagmagia and her four sons which was mutually arrived at in order to avoid any family dispute keeping for herself the said Property being plot of land together with structure of ground plus four floors.

The said Kulsumbai Kasamali Jagmagia died at Mumbai on 4th February 2010 & prior to her demise she had made and published her last will and testament dated 19th September 2006 appointing 1) Noorali Kasamali Jagmia 2) Sadrudin Khimji Bilawala 3) Amirali Rayani as her Executors and Trustees of the last will and testament. The said Kulsumbai Kasamali Jagmagia had during her life time agreed to sell the said property to M/s. Seena Shelters Pvt. Ltd.

The said Executors and Trustees of the last will and testament by the Deed of Conveyance dated 30th May 2010 sold the said Land along with Structure standing thereon at Bomanji Petit Road, and bearing C.S. No. 1/688 of Malabar & Cumballa Hill Division to M/s. Seena Shelters Pvt. Ltd. 'as in wherein basis' for the consideration and on terms and conditions as mentioned therein. The said Deed of Conveyance is registered in the Sub-Registrar of Assurances at Mumbai under serial No.BBe3-5640-2010 dtd. 9th June 2010.

5. THE LINKS IN THE TITLE HISTORY OF LAST 13 / 30 YEARS OF CHAIN OF TITLE HAVE BEEN PROPERLY ESTABLISHED. ALL THE TRANSACTIONS HAVE BEEN DULY VERIFIED FROM THE RELEVANT RECORDS OF THE REGISTRAR, MUNICIPAL CORPORATION, CITY SURVEY, TOWN & PLANNING, AND REVENUE DEPARTMENT (REPRODUCE & REFER RELEVANT RECORD AS MAY BE REQUIRED FOR EXPLAINING THE LINKS IN THE CHAIN IN THE TITLE HISTORY)

As stated in Para (4) hereinabove.

6. IF ANY OF THE TRANSACTION(S) ARE ORAL TRANSACTION(S) (SPECIFY THE TRANSACTION SUCH AS ORAL PARTITION, FAMILY SETTLEMENT, ETC.) AND STATE WHETHER SUCH TRANSACTIONS ARE LEGALLY VALID AND ENFORCEABLE. IF ANY DOCUMENT IN FORM OF DULY SWORN AFFIDAVIT BEFORE THE JUDICIAL MAGISTRATE / NOTARY PUBLIC, CONTAINING NO OBJECTION AND AFFIRMING THE EXISTENCE OF SUCH ORAL TRANSACTION AMONGST / BETWEEN THE PARTIES IS TO BE OBTAINED FROM EACH OF THE PARTY TO SUCH TRANSACTION AND IF THEY HAVE ALREADY BEEN OBTAINED WHETHER SUCH TRANSACTION(S) IS / ARE DULY SUPPORTED BY THE RELEVANT RECORDS OF MUNICIPALITY / CITY SURVEY / REVENUE ETC.

Not Applicable.

7. DESCRIBE THE NATURE OF TENURE:

(ABSOLUTE OWNERSHIP / LEASEHOLD RIGHTS, OCCUPANCY / POSSESSORY RIGHTS GOVERNMENT OWNED / ACQUIRED OR ANY OTHER TENURE TO BE MENTIONED IN DETAIL:

Absolute Ownership.

TRUE COPY

A. D. SHINRE
CONSULTANTS

7.

8

8. IF THE PROPERTY IS A LEASEHOLD PROPERTY-
- A. WHETHER LEASE DEED HAS BEEN REGISTERED AS REQUIRED UNDER THE LAW.
- B. RESIDUAL PERIOD OF LEASE.
- C. WHETHER THERE ARE ANY PREJUDICIAL CLAUSES OR RESTRICTIVE COVENANTS IN THE LEASE DEED WHICH IS LIKELY TO AFFECT THE LEASE HOLD INTERESTS OFFERED AS SECURITY.
- D. WHETHER THE CONSENT/ PERMISSION FROM THE LESSOR IS OBTAINED / AVAILABLE FOR CREATING THE MORTGAGE.
- E. WHETHER THE PROPERTY IS GRANTED UNDER GOVERNMENT GRANT OR ANY OTHER GRANT. PLEASE SPECIFY. IF ANY PERMISSION IS REQUIRED. IF IT IS SO WHETHER SUCH PERMISSION HAS BEEN OBTAINED
- F. WHETHER ANY ADVERSE CONDITIONS IN THE GRANT - TO BE MENTIONED IN DETAIL.

Not Applicable.

- 9A. IF THE BORROWER / GUARANTOR / MORTGAGOR HAS ONLY A OCCUPANCY RIGHT PLEASE COMMENT ON THE SAFEGUARDS TO BE TAKEN BY THE BANK.
- B. PLEASE SPECIFY THE LOCAL LAW WHICH PERMITS MORTGAGE AND SALE OF SUCH OCCUPANCY RIGHTS

Not Applicable.

10. WHETHER THE LOCAL LAWS OR ANY OTHER LAW RESTRICTS THE CREATION OF THE MORTGAGE / SALE OF THE PROPERTY TO BE MORTGAGED TO THE BANK.

No

11. WHETHER THE OCCUPANCY RIGHT IS HERITABLE AND ASSIGNABLE.

Not Applicable.

- 12A. IF THE MORTGAGOR HAS ONLY A POSSESSORY RIGHT PLEASE COMMENT ON THE NATURE OF SUCH RIGHT, THE VALIDITY THERE OF AND ALSO THE PRECAUTIONS TO BE TAKEN BY THE BANK.

Not Applicable.

- B. PLEASE STATE THE NAME OF THE PERSON WHO HAS A PRIMARY / ABSOLUTE TITLE

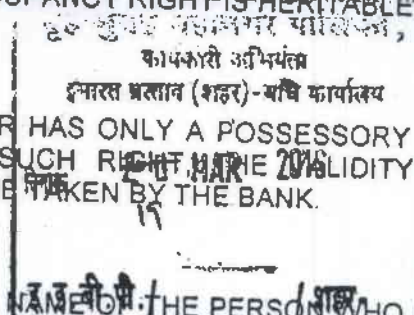
M/s. Seena Shelters Pvt. Ltd.

- C. WHETHER PERMISSION OF SUCH PERSON IS REQUIRED, AND IF IT IS SO, WHETHER OBTAINED?

Not Applicable

- D. PLEASE STATE IN WHAT MANNER IT WOULD AFFECT THE BANK AS MORTGAGEE OF SUCH POSSESSORY TITLE

Not Applicable.



TRUE COPY
D. SHINTRA
CONSULTANTS

13. IF THE BORROWER / GUARANTOR / MORTGAGOR HAS ONLY A POSSESSORY RIGHT, PLEASE COMMENT ON THE NATURE OF SUCH RIGHT, THE VALIDITY THERE OF AND ALSO THE PRECAUTIONS TO BE TAKEN BY THE BANK.

Not Applicable.

14. PLEASE STATE THE NAME OF THE PERSON WHO HAS PRIMARY AND / OR ABSOLUTE TITLE IN SUCH CASE AND WHETHER CONSENT OR PERMISSION OF SUCH PERSON IS NECESSARY.

M/s. Seena Shelters Pvt. Ltd.

15. PLEASE STATE IN WHAT MANNER IT WOULD AFFECT THE INTERESTS OF THE BANK AS A MORTGAGEE.

Not Applicable.

16. MENTION IF ANY MINOR'S INTEREST IS INVOLVED

No

17. IF SO, WHETHER COURT PERMISSION (EXCEPT IN CASE OF HUF PROPERTY) HAS BEEN OBTAINED FOR OFFERING THE PROPERTY AS SECURITY OR IS YET TO BE OBTAINED.

Not Applicable.

18. PLEASE SPECIFY THE UNDIVIDED SHARE OF THE MINOR (WHETHER THERE IS A CLAIM OR NOT)

Not Applicable.

19. WHETHER THE PERSON IS HOLDING THE PROPERTY IN THE CAPACITY OF A MORTGAGEE

No

20. STATE WHETHER THE POSSESSION OF THE PROPERTY OFFERED AS SECURITY IS IN UNHINDERED / UNDISTURBED POSSESSION OF SUCH MORTGAGEE AND THE PERIOD FOR WHICH IT IS IN SUCH POSSESSION

The Property offered as Security is unhindered / undisturbed possession, of M/s. Seena Shelters Pvt. Ltd. since 30th May 2010.

21. ARE THERE ANY RESTRICTIVE CONDITIONS IN THE MORTGAGE DEED.

Not Applicable.

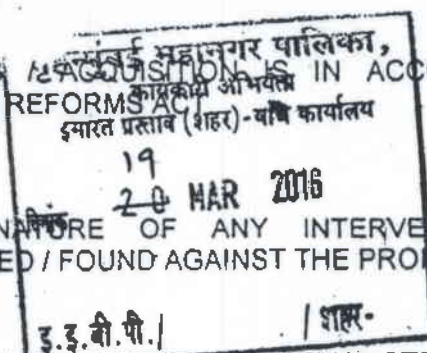
22. THE PERIOD COVERED UNDER THE ENCUMBRANCE CERTIFICATE AND THE ENCUMBRANCES IF ANY, REFLECTED THEREIN.

Not found in the record of Sub-Registrar of Assurances at Mumbai when search was taken through our search clerk, Prakash Digrade who has submitted his report dated 22nd October 2012 for 30 years

TRUE COPY

A. D. SHINTRE
CONSULTANTS

24. WHETHER SEARCHES HAD BEEN CONDUCTED PHYSICALLY AT THE OFFICE OF THE
- I) SUB REGISTRARS OFFICE MUNICIPAL / COLLECTOR / TALUKA OR SUCH OTHER REVENUE OFFICE
Sub-Registrar Office.
- II) REGISTRAR OF COMPANIES
No
- III) CIVIL / HIGH COURT - IN THE LISPENDENS REGISTER
No
- IV) LOCAL DEVELOPMENT AUTHORITY SUCH AS LUCKNOW / DELHI / BANGALORE DEVELOPMENT AUTHORITY ETC
No
- V) VILLAGE ACCOUNTANT - IN THE DISPUTE REGISTER IN RESPECT OF AGRICULTURAL PROPERTY.
Not Applicable.
- VI) WHEN MUTATED IN THE NAME OF THE PERSON CREATING THE MORTGAGE.
No
- VII) WHETHER THE PROPERTY HAS BEEN NOTIFIED FOR ACQUISITION BY THE GOVT. / DEV. AUTHORITY / OR ANY OTHER GOVT. AUTHORITY.
Not Applicable.
- VIII) IF SO, WHETHER SEARCH HAS BEEN CONDUCTED WITH THE VILLAGE ACCOUNTANT / CHAVIDI REGISTER / REGISTER OF ACQUISITIONS.
No
- IX) WHETHER THE HOLDING IS IN ACCORDANCE WITH THE PROVISIONS OF THE LAND REFORMS ACT
Not applicable.
- X) PLEASE STATE THE NATURE OF ANY INTERVENING CHARGES OR ENCUMBRANCES OBSERVED / FOUND AGAINST THE PROPERTY.
No
- XI) WHETHER THE SEARCHES HAD BEEN CONDUCTED FOR 13 OR 30 YEARS. PLEASE PRODUCE THE SEARCH RECEIPTS AND OTHER DOCUMENTS IN RESPECT THEREOF.
Search conducted for 30 years in the Office of the Sub-Registrar of Assurances at Mumbai .
- XII) WHETHER THE PROPERTY IS SUBJECT MATTER OF ANY LITIGATION AND IF SO, THE DETAILS THEREOF.



TRUE COPY

A. D. SHINTRE
CONSULTANTS

25. WHETHER URBAN LAND CEILING CLEARANCE IS REQUIRED TO BE OBTAINED FOR CREATING THE MORTGAGE. IF THE CLEARANCE HAS BEEN OBTAINED THE DETAILS THEREOF BE FURNISHED.

No

26. WHETHER NO OBJECTION CERTIFICATE UNDER THE INCOME TAX ACT, 1961 IS TO BE OBTAINED. IF YES, THE REFERENCE NUMBER BE MENTIONED.

No.

- 27A. WHETHER THE PROPERTY IS AFFECTED BY ANY LOCAL LAWS (VIZ. AGRICULTURAL LAWS, WEAKER SECTIONS, MINORITIES, LAND LAWS.

No

- B. WHETHER ANY PERMISSION IS REQUIRED TO BE OBTAINED FROM ANY AUTHORITIES.

No

- C. IF SO, WHETHER ANY SUCH PERMISSION HAS BEEN OBTAINED AND THE DETAILS THEREOF BE MENTIONED

No

28. WHETHER PERMISSION FOR CONVERSION OF LAND/S FROM AGRICULTURAL TO RESIDENTIAL OR COMMERCIAL IS TO BE OBTAINED. PLEASE MENTION THE REFERENCE OF THE PROCEEDINGS.

No

29. WHETHER LOCAL REVENUE EXTRACTION / MUTATION EXTRACTS ARE AVAILABLE? IF SO, WHETHER VERIFICATION AT TALUK OFFICE HAS BEEN MADE. PLEASE FURNISH THE DETAILS.

No

30. IN THE CASE OF PARTITION / SETTLEMENT DEEDS, WHETHER THE ORIGINAL DEED IS AVAILABLE FOR DEPOSIT. IF IT IS ORAL PARTITION THEN GIVE THE DETAILS AS TO HOW SUCH ORAL PARTITION CAN BE RELIED UPON THE DETAILS OF THE PRECAUTION, IF ANY TO BE FOLLOWED.

- (A) WHETHER THE DEEDS ARE REGISTERED

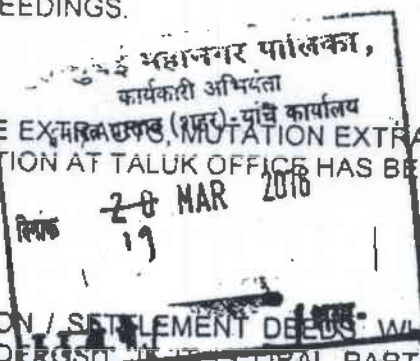
- (B) NAME OF THE PERSON WHO IS HOLDING THE ORIGINAL PARTITION DEED

- (C) HOW MANY SETS OF PARTITION DEEDS HAVE BEEN PREPARED

- (D) WHETHER MUTATION HAS BEEN MADE PURSUANT TO THE PARTITION AND WHETHER ALL PARTIES TO THE PARTITION ARE IN THE POSSESSION AND ENJOYMENT OF THEIR RESPECTIVE SHARES

- (E) WHETHER ALL THE MEMBERS OF THE FAMILY ARE PARTIES TO THE PARTITION (INCLUDING THE FEMALE MEMBERS-BOTH MARRIED AND UNMARRIED)

- (F) WHETHER THE PARTITION EFFECTED IS UNDER LITIGATION AND IF SO THE DETAILS THEREOF



TRUE COPY

**A. D. SHINTRE
CONSULTANTS**

- (G) WHETHER THE PARTITION EFFECTED IS IN RESPECT OF THE SELF ACQUIRED OR ANCESTRAL PROPERTY.

Not Applicable.

31. IF THE MORTGAGE IS TO BE CREATED BY AN AGENT UNDER A POWER OF ATTORNEY, PLEASE STATE

- (A) WHETHER THE DEED OF POWER OF ATTORNEY IS VALID AND SUBSISTING AND CONTINUES TO BE IN FORCE

- (B) NAME OF THE PLACE WHERE EXECUTED

- (C) IF EXECUTED IN A FOREIGN COUNTRY, WHETHER THE SAME IS STAMPED AFTER IT HAS BEEN BROUGHT TO COUNTRY

- (D) WHETHER ENDORSEMENT OF INDIAN CONSULATE / NOTARY OF THAT COUNTRY GIVEN

- (E) WHETHER THE P/A IS PROPERLY REGISTERED AND WHETHER IT GIVES THE SPECIFIC AUTHORITY FOR THE ACTS PERFORMED / PROFESSED TO BE PERFORMED BY SUCH ATTORNEY.

Not Applicable.

32. WHETHER THE DEED OF POWER OF ATTORNEY AUTHORIZES THE AGENT TO DEPOSIT THE TITLE-DEEDS FOR THE SPECIFIC PURPOSE OF CERTAIN OF EQ. MORTGAGE.

Not Applicable.

33. WHAT OTHER PRECAUTIONS TO BE TAKEN

- (A) IN THE CASE OF PARTNERSHIP FIRM, WHETHER THE PROPERTY BELONGS TO THE FIRM

- (B) WHETHER THE TITLE-DEED STANDS IN THE NAME OF THE FIRM

- (C) WHETHER REGISTERED

- (D) WHETHER ANY RESTRICTIONS ARE STIPULATED IN THE PARTNERSHIP DEED IN DEALING WITH THE PROPERTY BY ANY PARTNER

- (E) WHETHER THE PROPERTY BELONGS TO ANY INDIVIDUAL PARTNER IN HIS OWN NAME.

Not Applicable.

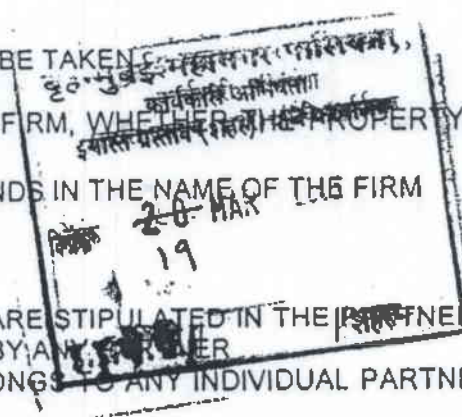
34. WHETHER UP TO DATE LAND REVENUE / MUNICIPAL TAXES AND OTHER CESS PAID

- (A) WHETHER THE TAX RECEIPTS / CIST RECEIPTS HAVE BEEN PHYSICALLY VERIFIED AND FOUND TO BE IN ORDER.

- (B) WHETHER TAXES / DUES PAYABLE TO GOVT. AUTHORITIES OR STATUTORY AUTHORITIES VZ., PF, SALES TAX ETC ARE TO BE LEVIABLE OR ARE A CHARGE ON THE PROPERTY.

TRUE COPY

D. SHINTRE
CONSULTANTS



- (A) PLEASE STATE WHETHER THE WILL REQUIRES TO BE PROBATED?
- (B) WHETHER ANY LETTERS OF ADMINISTRATION HAS BEEN OBTAINED IN CASE THE PERSON DIED INTESTATE.

Not Applicable.

36. WHERE THE PROPERTY BELONGS TO A LIMITED COMPANY, PLEASE STATE WHETHER THE PROPERTY HAS BEEN ACQUIRED SUBJECT TO AN EXISTING CHARGES.

- (A) WHETHER THE COMPANY HAS FILED NECESSARY CHARGES UNDER SEC. 135 OF THE COMPANIES ACT 1956 AND PASSED NECESSARY RESOLUTION IN THAT REGARD.
- (B) WHETHER ANY RESTRICTIONS OPERATE AGAINST THE COMPANY IN CREATING MORTGAGE.
- (C) WHETHER THE COMPANY HAS LEASEHOLD INTEREST IN THE PROPERTY OR IS AN ABSOLUTE OWNER.

Not Applicable.

37. THE PROPERTY IN QUESTION IS HELD / OWNED / ALLOTTED (AS THE CASE MAY BE) BY THE COMPANY. THE COMPANY HAS PRODUCED RELEVANT RECORD (PLEASE REFER AND DESCRIBE THE SPECIFIC RECORD SUCH AS 'REGISTER OF CHARGES MAINTAINED UNDER SECTION-143 OF THE COMPANIES ACT, 1956, MINUTE BOOK MAINTAINED UNDER SECTION 193 OF THE ACT, REGISTER OF MANAGING DIRECTORS, MANAGER SECRETARY & DIRECTORS UNDER SECTION 303 OF THE ACT, REGISTER OF DOCUMENTS SEALED ETC.). THE SAID RECORDS ARE IN CONFORMITY WITH THE RELEVANT PROVISIONS OF THE COMPANIES ACT, 1956 AND THE OTHER RELEVANT LAWS / PRACTICES. THERE IS NOTHING PREJUDICIAL TO THE INTEREST OF THE BANK.

The Property in question is owned by M/s. Seena S. Pvt. Ltd. There is nothing prejudicial to the interest of the Bank.

38. I HAVE ALSO VISITED THE OFFICE OF THE REGISTRAR OF THE COMPANIES, WITHIN WHOSE OFFICE, THE SAID COMPANY HAS BEEN REGISTERED, AND HAS TAKEN THE SEARCHES OF THE 'CHARGES' CREATED BY THE COMPANY AND OTHER INTERESTED PERSONS, AS PRESCRIBED UNDER PART V ("REGISTRATION OF CHARGES") OF THE COMPANIES ACT, 1956. THE SAID INSPECTION REVEALS THE FOLLOWING CHARGES.

Not Applicable.

39. THE "AGREEMENT FOR THE SALE", "AGREEMENT FOR THE BUILDING CONSTRUCTION" IS IN CONFORMITY WITH THE LOCAL LAWS (PARTICULARLY RELATING TO LAWS FOR PURCHASE OF FLATS ETC.) AND THERE IS NOTHING PREJUDICIAL TO THE INTEREST OF PURCHASER (BORROWER) AND THE BANK. ALL NECESSARY PARTIES HAVE BEEN JOINED IN IT.

Not Applicable.

40. WHETHER EQUITABLE MORTGAGE IS POSSIBLE ON THE STRENGTH OF THE

DE COPY
D. SHINTRA
CONSULTANTS

(A) IF SO, THE LIST OF DOCUMENTS TO BE DEPOSITED FOR THE PURPOSE

- (a) Deed of Conveyance dated 30th May 2010 between 1) Noorali Kasamali Jagmia 2) Sadrudin Khimji Bilawala 3) Amirali Rayani 'the Vendors' and M/s. Seena Shelters Pvt. Ltd. 'the Purchaser' of All that piece or parcel of land together with the Structure of ground plus four floors having total constructed area of 2710.60 sq. feet at Bomanji Petit Road, Off Breach Candy Mumbai - 400 026.
- (b) Declaration by Kasamali Shakoor Jagmagia .
- (c) POA by i) Noorali Kasamali Jagmagia 2) Sadrudin Khimji Bilawala & 3) Amirali Rayani in favour of Vinod J. Shah & Mrs. Rita V. Shah Directors of M/s. Seena Shelters Pvt. Ltd.
- (d) Deed of Gift dated 13-05-1981 between Lady Frainy Dhunjibjoy Bomanji 'the Donor' and Cooverji Jal Ardeshir 'the Donee' of All that piece or parcel of land together with the Structure of ground plus four floors having total constructed area of 2710.60 sq. feet at Bomanji Petit Road, Off Breach Candy Mumbai - 400 026.
- (e) Last will & testament dated 19th Sept. 2006 made by Kulsumbai Kasamali Jagmagia.
- (f) Consent Decree dated 21st day, Dec. 1982 passed by the High Court of Judicature at Bombay under Suits No. 1903 of 1982.

19 MAR 2016
1903 of 1982
इमारत प्रस्ताव (शहर) - यॉके कारपोरेशन

41. THE PERSON / S WHO ARE REQUIRED TO DEPOSIT THE TITLE DEEDS WITH THE BANK BE MENTIONED.

Any person appointed by the Company.

42. WHETHER THE SAME HAS BEEN ISSUED BY THE TAHASILDAR OR ANY OTHER COMPETENT AUTHORITY.

Not Applicable.

43. IN THE CASE OF FLAT / APARTMENT, WHETHER THE AGREEMENT OF SALE, DEED OF APARTMENT AND DECLARATION IS REGISTERED WITH THE COMPETENT AUTHORITY.

Not applicable.

44. ANY OTHER REQUIREMENTS TO BE FOLLOWED OR COMPLIED WITH

Nil

TRUE COPY
A. D. SHINTRE
CONSULTANTS

45. ADVOCATES FINAL COMMENTS / VIEWS IN DETAIL TO BE MENTIONED.
- A. THAT THE TITLE OF PROPERTY IN QUESTION IS LEGAL AND MARKETABLE, FREE FROM ANY ANOMALIES AND THE BANK CAN ACCEPT SUCH PROPERTY IN MORTGAGE AS GOOD ENFORCEABLE SECURITY.
46. ANY SPECIAL PRECAUTIONS / SUGGESTIONS / VIEWS OF THE ADVOCATE IN THE MATTER OF CREATION OF MORTGAGE.

PLACE : MUMBAI

DATE : 22nd October.2012

M/S. UTANGALE & CO.
ADVOCATES & SOLICITORS

TRUE COPY

A. D. SHINPRE
CONSULTANTS

मुंबई महानगर पालिका,
कार्यकारी अभियंता (G.D. UTANGALE)
इमारत प्रस्ताव (शहर)-याचे कार्यालय Proprietor

19
लिंक 20 MAR 2013

इ.इ.वे.सी. / शहर-

CERTIFICATE OF TITLE

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/ Equitable/English 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 Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

1. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.

1 A. I confirm having made a search in the Sub-Registrar of Assurances records through a search clerk who has submitted his report dated 09-10-2012 only based thereon 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.

1 B. Following scrutiny of Land Records/ Revenue Records and relative Title Deeds, I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

2A. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1983 to 2012 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

2B. In case of second/subsequent charges in favour of the Bank, there are no other mortgages/charges other than already existing in the loan documents and agreed to by the Mortgagor and the Bank.

3. Minor(s) and his/ their interest in the property/(ies) is to the extent of N.A.

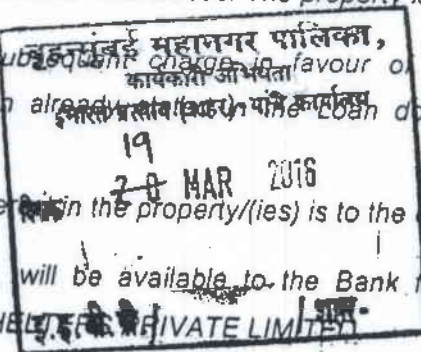
4. The Mortgage if created, will be available to the Bank for the Liability of the Intending Mortgagors, M/s. SHEENA SHELTERS PRIVATE LIMITED.

5. I certify that M/S. SHEENA SHELTERS PRIVATE LIMITED have 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 and are SARFAESI compliant.

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.

As mentioned in para 40 (A)

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



TRUE COPY

A. D. SHINTRE
CONSULTANTS

Date: 22nd October 2012

To
Utangale & Co.
Advocates & Solicitors
Janmabhoomi Marg, Fort,
Mumbai.

Re: Search Report in respect of All that piece or parcel of land together with the building standing thereon situate, lying and being at Bomanji Petit Road (Off Breach Candy or Warden Road) admeasuring 219 sq. yds, equivalent to 183 sq. mts. constructed on land bearing Cadastral Survey No. 1/688 of Malabar & Cumballa Hill Division.

Under Your instructions I had taken search in the Office of Sub-Registrar of Assurances at Mumbai for the Period of 30 Years i.e. 1980 to 2010, The report is as follows.

SUB REGISTRAR OF ASSURANCES AT MUMBAI FOR 30 YEARS.

1983	Torn	1998	Torn
1984	Torn	1999	SPT
1985	SPT	2000	Nil
1986	Torn	2001	Torn
1987	SPT	2002	Nil
1988	SPT	2003	Nil
1989	Nil	2004	Nil
1990	Nil	2005	Nil
1991	SPT	2006	Nil
1992	SPT	2007	Nil
1993	Entry	2008	Nil
1994	SPT	2009	Nil
1995	Nil	2010	Entry
1996	Nil		
1997	Nil		

2011 बृहन्मुंबई महानगर पालिका,
कार्यकारी अभिभाषक
इमारत प्रस्ताव (शहर)-याचे कार्यालय
19
Index ready upto June 2012

N.B. Entry found vide Serial No. BBE-368-93 dtd 24-02-1993 Consent Decree between Government of India & Koowerji Jal Adershi & Kasamali Shakoor Jagmagia suit No. 1903 of 1992.

ii) Entry found vide Serial No. BBE-482-93 dtd 24-02-1993 Declaration between Kasamali Shakoor Jagmagia & Kasamali Shakoor Jagmagia land & construction of C.S. No. 1/688 admm. 183 Sq. Meter of Malbar Cumballa Hill Division.

iii) Entry found vide serial No. BBE3-5640-10 dtd. 6-10-2010 Conveyance Deed between Noorali Kasamali Jagmagia & Ors and M/s. Seena Shelters Pvt. Ltd through its director Tahir Shantikumar Majethiya & Vinod J. Shah for purchase of All that piece of Parcel of Land along with Structure thereon at C.S. No. 1/688 admeasuring 183.11 (Land Area) and Construction Area 251.91 Sq. meter.

Note: This Search report is subject to torn and mutilated records withdrawal of registers of certain years for binding and re-writing.

Prakash Digrale

(Search Clerk)

TRUE COPY

A. D. SHINTRE
CONSULTANTS

श्रवती क्र.

22660318 नोदणी 19 म.
Regn. 39 m.

दस्तावेजाचा अर्जाचा अनुक्रमांक

दिनांक 22/7/20

दस्तावेजाचा प्रकार-

सादर करणाऱ्याचे नाव-

उद्योगी देव देवरा देवरा

खालीलप्रमाणे फी मिळाली-

- नोदणी फी
- नक्कल फी (फोलिओ)
- पृष्ठांकनाची नक्कल फी
- टपालखर्च
- नकला किंवा सापने (कलम ६४ ते ६७)
- शोध किंवा निरीक्षण
- दंड-कलम २५ अन्वये
- कलम ३४ अन्वये
- प्रमाणित नकला (कलम ५७) (फोलिओ)
- इतर फी (भाषील पानावरील)

क्र. १	१६
२	२०
३	३०
४	२०
५	२०
६	२०
७	२०
८	२०
९	२०
१०	२०
११	२०
१२	२०
१३	२०
१४	२०
१५	२०
१६	२०
१७	२०
१८	२०
१९	२०
२०	२०
२१	२०
२२	२०
२३	२०
२४	२०
२५	२०
२६	२०
२७	२०
२८	२०
२९	२०
३०	२०

बृहन्मुंबई महानगर पालिक
कार्यकारी अभियंता
इमारत प्रस्ताव (शहर)-याचे कार्यालय

दस्तावेज
नक्कल

दिनांक 28 MAR 2016
19

दस्तावेज खासित मुंबई नगरपालिका

नोदणीकृत डाकेने पाठवली जाईल.
या कार्यालयात येता येईल.
मुंबई जिल्हा.

दवाली करावा.

सादरकर्ता

वे.को.मु. ३०,००० रु. (१०० पानी) - २०१५-१६ (ए) ३२१

TRUE COPY

A. D. SHINTRE
CONSULTANTS

SEENA SHELTER PRIVATE LIMITED

301 KSHITIJ APARTMENT 47 L.JAGMOHANDAS MARG,
NEAPEANSEA ROAD, MUMBA 400 036.

To,
The Executive Engineer,
Building Proposal
"D" Ward
Municipal Corporation Greater Mumbai
Wadala (East)
Mumbai-400 037.

Date: - 26th November 2015

Sub: - Proposed Structural Repair to Building Seena
Shelter Private Limited, C.S. No. 1/688,
Bomanji Petit Marg, "D" Ward, Mumbai.

Respected Sir,

We the undersign (1) Mr. VINOD J. SHAH Director of the Company Hereby accept for authorization to represent our self on behalf of the all Directors of the Company & we further state that the building will repair as per the permission & we will not sublet repair permission to any body without prior approval from M.C.G.M.

(Thanking You)
Your Faithfully

(1) Mr. ARVIND J. SHAH

Arvind J. Shah

(2) Mr. SHAILESH . SHAH

Shailesh . Shah

155

BRIHANMUMBAI MAHANAGARPALIKA

Office of Assistant Commissioner, 'D' Ward Municipal Office, Jobanputra Compound,
Nana Chowk, Grant Road (West), Mumbai - 400 007.

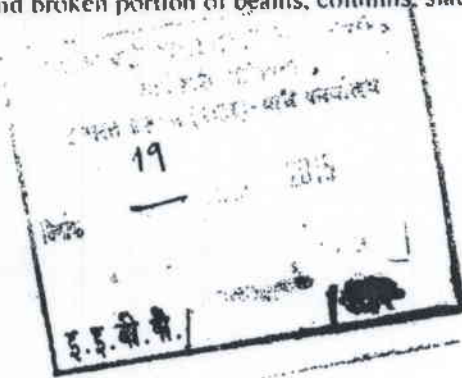
No. D0-I/AE(S&F)/212/354/Gen 1620/D Ward dt 2/12/2013

Notice under Section 354 of Mumbai Municipal Corporation Act

To,
✓ Mr. Vinod J. Shah. (Owner),
Mr. Nigul J. Shah. (Authorized Signatory),
M/s. Seena Shelters Pvt. Ltd.,
Building No. D(3508) (2)/81-A,
On C.S. No. 1/688, Bomanji Petit Road,
Adjoining to Green Lawns School,
Mumbai - 400 026.

WHEREAS it appears to me that the certain structure, to wit, a portion of the building on premises situated at M/s. Seena Shelters Pvt. Ltd., Building No. D(3508) (2)/81-A, C.S. No. 1/688, Bomanji Petit Road, Adjoining to Green Lawns School, Mumbai - 400 026 of which you are the Owner and Authorized Signatory of the building which is in a ruinous condition likely to fall and is dangerous to any person occupying, resorting to or passing by the same, I hereby require you, under Section 354 of the Mumbai Municipal Corporation Act to avoid any mishap of Building No. D(3508) (2)/81-A, C.S. No. 1/688, Bomanji Petit Road, Adjoining to Green Lawns School, Mumbai - 400 026

1. To carry out internal & external plastering of the entire building.
2. To remove the loose and broken portion of beams, columns, slab & repair / guniting the entire

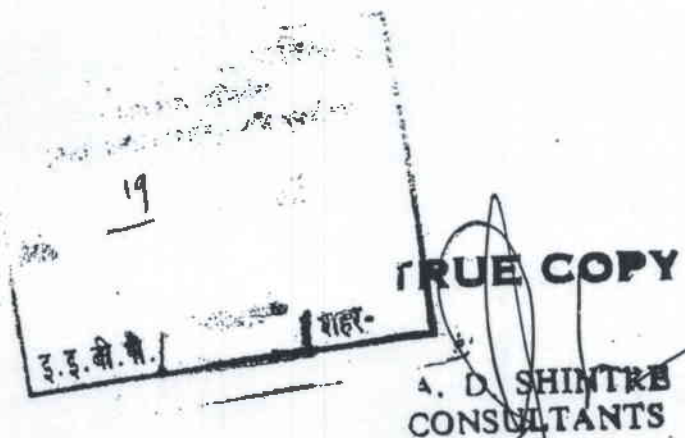
**TRUE COPY**

A. D. SHINTRE
CONSULTANTS

building.

3. To carry out repairs to broken work of waterproofing of the terrace of the building.
4. To carry out the repairs to the staircase of the building.
5. To carry out the repairs to the RCC chajjas of the building.
6. To repair the toilet blocks of entire building.
7. To repair the parapet wall on the terrace of the building.
8. To carry out the treatment to the corroded reinforced steel.
9. To provide adequate props wherever necessary.
10. To set up proper and sufficient hoard or fence for protection of surroundings and passersby & other persons with a convenient platform & handrail to serve as a footway for passersby outside of such hoard or fence, so as to avoid further mishap.
11. To carry out the structural audit of the captioned building through Registered Structural Engineer and comply the requisitions thereof, with proper approval of M.C.G.M. immediately and to prevent all cause of danger there from.
12. To rectify any other defects developed during course of compliance of notice work of Building No. D(3508)(2)/81-A. C.S. No. 1/688, Bomanji Petit Road, Adjoining to Green Lawns School, Mumbai - 400 026.

(P.T.O.)



BRIHANMUMBAI MAHANAGARPALIKA

Office of Assistant Commissioner, 'D' Ward Municipal Office, Jobanputra Compound,
Nana Chowk, Grant Road (West), Mumbai - 400 007.

No. D.O.-I/A.E.(B&F)/Ward No. 212 of D-Ward/354/Gen.-1870/2015 Dtd. 31-1-2015.

Notice under Section 354 of Mumbai Municipal Corporation Act

To,

✓ Mr. Vinod J. Shah. (Owner),
Mr. Nitul J. Shah. (Authorized Signatory),
M/s. Seena Shelters Pvt. Ltd.,
Building No. D(3508) (2)/81-A, C.S. No. 1/688,
Bomanji Petit Road, Adjoining to Green Lawns School,
Mumbai - 400 026.

This office has earlier issued the notice u/s. 354 of MMC Act u/no. D.O.-I/A.E.(B&F)/212/354/Gen-1620/D-Ward dtd. 21-12-2013 to carry out the necessary repairs situated at M/s. Seena Shelters Pvt. Ltd., Building No. D(3508) (2)/81-A, C.S. No. 1/688, Bomanji Petit Road, Adjoining to Green Lawns School, Mumbai - 400 026 as mentioned in the said notice. However you have not complied the notice requisitions within the stipulated time period. Hence this office is issuing you the fresh notice.

WHEREAS it appears to me that the certain structure, to wit, a portion of the building on premises situated at M/s. Seena Shelters Pvt. Ltd., Building No. D(3508) (2)/81-A, C.S. No. 1/688, Bomanji Petit Road, Adjoining to Green Lawns School, Mumbai - 400 026 of which you are the Owner and Authorized Signatory of the building which is in a ruinous condition likely to fall and is

19
28
31-1-2015
TRUE COPY

A. D. SHINTRE
CONSULTANTS