

STELLA L. NORONHA

ADVOCATE HIGH COURT

Office :

The Chambers, Office No.1, 1st floor,
Plot No 89 A & B, Opp. NKGSB Bank , Sector 1,
Charkop, Kandivali West, Mumbai-400 067.

Office :

55, East & West Bldg., 2nd Floor
M. S. Marg, Opp. Stock Exchange, Fort
Mumbai- 400 001.

SLN/882/2021

17th September 2021

TITLE INVESTIGATION REPORT (TIR)

ANNEXURE – B

1.a	NAME OF THE BRANCH/ BUSINESS UNIT/ OFFICE SEEKING OPINION.	SBICAP Trustee Co. Ltd. Mumbai.
b	REFERENCE NO. AND DATE OF THE LETTER UNDER THE COVER OF WHICH THE DOCUMENTS TENDERED FOR SCRUTINY ARE FORWARDED.	Nil
c	NAME OF THE BORROWER.	M/s. Jyoti Structures Ltd.
2.a	NAME OF THE UNIT/ CONCERN/ COMPANY/ PERSON OFFERING THE PROPERTY (IES) AS SECURITY.	As stated hereinabove.
b	CONSTITUTION OF THE UNIT/ CONCERN/ PERSON/ BODY /AUTHORITY OFFERING THE PROPERTY FOR CREATION OF CHARGE.	Owners
c	STATE AS TO UNDER WHAT CAPACITY IS SECURITY OFFERED (WHETHER AS JOINT APPLICANT OR BORROWER OR AS GUARANTOR, ETC.)	Borrowers
3	COMPLETE OR FULL DESCRIPTION OF THE IMMOVABLE PROPERTY/ (IES) OFFERED AS SECURITY INCLUDING THE FOLLOWING DETAILS.	As stated hereinbelow.



a	SURVEY NO.	Old CTS No.737, New CTS Nos.720D, 720E, Hissa No.1.
b	DOOR NO. (IN CASE OF HOUSE PROPERTY)	Flat No.212 on the 21 st floor in 'C' Wing of Building No.2 known as "Palash Tower" in 'Palash Tower C- Wing Co-operative Housing Society Ltd'.
c	EXTENT/ AREA INCLUDING PLINTH/BUILT UP AREA IN CASE OF HOUSE PROPERTY.	660.96 sq. ft.
d	LOCATIONS LIKE NAME OF THE PLACE. VILLAGE, CITY, REGISTRATION, SUB-DISTRICT ETC. BOUNDARIES.	Village Oshiwara, Taluka Andheri
4.a	PARTICULARS OF THE DOCUMENTS SCRUTINIZED-SERIALY AND CHRONOLOGICALLY.	As stated hereinbelow.
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/ REVENUE/ OTHER AUTHORITIES BE EXAMINED.	As stated hereinbelow.

SR NO.	DATE	NAME/ NATURE OF THE DOCUMENT	ORIGINAL/ CERTIFIED COPY/ CERTIFIED EXTRACT/ PHOTOCOPY ETC.	IN CASE OF COPIES, WHETHER THE ORIGINAL WAS SCRUTINIZE D BY THE ADVOCATE
1	10.08.2009	Occupation Certificate.	Photocopy	No
2	18.09.2007	Agreement for Sale executed between M/s. Palash Corporation and M/s. Jyoti Structures Ltd.	Photocopy	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 THE TIR).	No
b	WHETHER ALL PAGES IN THE CERTIFIED COPIES OF TITLE DOCUMENTS WHICH ARE OBTAINED DIRECTLY FROM SUB-REGISTRAR'S OFFICE HAVE BEEN VERIFIED PAGE BY PAGE WITH THE ORIGINAL DOCUMENTS SUBMITTED?	No
c	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 ORIGINAL TITLE DEED IS NOT PRODUCED FOR COMPARING WITH THE CERTIFIED OR ORDINARY COPIES SHOULD BE HANDLED MORE DILIGENTLY AND CAUTIOUSLY).	Original Not Seen
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/FINDING IN THIS REGARD.	Yes
c	WHETHER THE GENUINENESS OF THE STAMP PAPER IS POSSIBLE TO BE GOT VERIFIED FROM ANY ONLINE PORTAL AND IF SO WHETHER SUCH VERIFICATION WAS MADE?	No



7.a	PROPERTY OFFERED AS SECURITY FALLS WITHIN THE JURISDICTION OF WHICH SUB-REGISTRAR OFFICE?	Andheri
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 OFFICE?	Yes.
c	WHETHER SEARCH HAS BEEN MADE AT ALL THE OFFICE NAMED AT (B) ABOVE?	Yes
d	WHETHER THE SEARCH IN THE OFFICES OF REGISTERING AUTHORITIES OR ANY OTHER RECORDS REVEAL REGISTRATION OF MULTIPLE TITLE DOCUMENTS IN RESPECT OF THE PROPERTY IN QUESTION?	No
8	CHAIN OF TITLE TRACING THE TITLE FROM THE OLDEST TITLE DEED TO THE LATEST TITLE DEED ESTABLISHING TITLE OF THE PROPERTY IN QUESTION FROM THE PREDECESSORS IN TITLE/ INTEREST TO THE CURRENT TITLE HOLDER. AND WHEREVER MINOR'S INTEREST OR OTHER CLOG ON TITLE IS INVOLVED. SEARCH SHOULD BE MADE FOR A FURTHER PERIOD, DEPENDING ON THE NEED FOR CLEARANCE OF SUCH CLOG ON THE TITLE.	As stated hereinbelow.

- (a) Shri Bhupendra Chunilal Shah and others were seized and in absolute possession of the aforesaid property.
- (b) The said owners Shri Bhupendra Chunilal Shah and others executed an Agreement for Development dated 6th June 1988 with M/s. Prathamesh Developers for development of the aforesaid property on the terms and conditions contained therein. The registration of the said Agreement for Development dated 6th June 1988 is not mandatory.
- (c) The said M/s. Prathamesh Developers executed an Agreement for Development dated 30th December 1992 with M/s. Palash Corporation for development of the aforesaid property on the terms and conditions contained therein. The registration of the said Agreement for Development dated 30th December 1992 is not mandatory.



- (d) The Municipal Corporation of Greater Bombay issued Occupation Certificate No.CE/8514/WS/AK dated 10th August 2009 (Bldg. No.2 – 23 floors) regarding the completion of construction and permission to occupy the building constructed on the said property as per the said plans and on the terms and conditions contained therein.
- (e) An Agreement for Sale dated 18th September 2007 was executed between M/s. Palash Corporation, as the Builders therein and M/s. Jyoti Structures Ltd., as the Purchaser therein, for sale of Flat No.212 on the 21st floor in 'C' Wing of Building No.2 known as "Palash Towers", admeasuring 660.96 sq. ft. for a total consideration of Rs.65,99,500/- and on the terms and conditions contained therein. The said Agreement for Sale is registered in the Office of the Sub-Registrar of Assurances at BDR-9 under Serial No.9168/07 on 20th September 2007.
- (f) The purchasers of the various flats formed a Co-operative Society bearing the name of "Palash Tower C-Wing Co-operative Housing Society Ltd." (hereinafter referred to as "the said society") and registered the said society under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No.MUM/ WKW/HSG/(TC)/14687 of 2009-2010.
- (g) By a Deed of Mortgage dated 23rd February 2015, the said M/s. Jyoti Structures Ltd. mortgaged Flat No.212 in favour of SBICAP Trustee Co. Ltd. on the terms and conditions contained therein. The said Deed of Mortgage is registered in the Office of the Sub-Registrar of Assurances at Nasik-1 (Village Satpur) under Serial No.1745/15 on 23rd February 2015.

9	NATURE OF TITLE OF THE INTENDED MORTGAGOR OVER THE PROPERTY (WHETHER FULL OWNERSHIP RIGHTS, LEASEHOLD RIGHTS, OCCUPANCY/POSSESSORY RIGHTS OR INAM HOLDER OR GOVERNMENT GRANTEE/ ALLOTTEE ETC.)	Ownership
10	IF LEASEHOLD, WHETHER;	Not Applicable (a to f)
a	LEASE DEED IS DULY STAMPED AND REGISTERED	



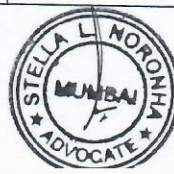
b	LESSEE IS PERMITTED TO MORTGAGE THE LEASEHOLD RIGHT.	
c	DURATION OF THE LEASE/ UN-EXPIRED PERIOD OF LEASE.	
d	IF, A SUB-LEASE, CHECK THE LEASE DEED IN FAVOUR OF THE LESSEE AS TO WHETHER LEASE DEED PERMITS SUB-LEASING MORTGAGE BY SUB-LESSEE ALSO.	
e	WHETHER THE LEASEHOLD RIGHTS PERMITS FOR THE CREATION OF ANY SUPERSTRUCTURE (IF APPLICABLE)?	
f	RIGHT TO GET RENEWAL OF THE LEASEHOLD RIGHTS AND NATURE THEREOF.	
11	IF GOVT. GRANT/ALLOTMENT/ LEASE-CUM/ SALE AGREEMENT WHETHER;	Not Applicable
	GRANT/AGREEMENT ETC. PROVIDES FOR ALIENABLE RIGHTS TO THE MORTGAGOR WITH OR WITHOUT CONDITIONS,	
	THE MORTGAGOR IS COMPETENT TO CREATE CHARGE ON SUCH PROPERTY.	
	WHETHER ANY PERMISSION FROM GOVT. OR ANY OTHER AUTHORITY IS REQUIRED FOR CREATION OF MORTGAGE AND IF SO WHETHER SUCH VALID PERMISSION IS AVAILABLE.	
12	IF OCCUPANCY RIGHT, WHETHER;	Yes (a & b)
a	SUCH RIGHT IS HERITABLE AND TRANSFERABLE,	
b	MORTGAGE CAN BE CREATED.	



13	NATURE OF MINOR'S INTEREST, IF ANY AND IF SO, WHETHER CREATION OF MORTGAGE COULD BE POSSIBLE, THE MODALITIES/ PROCEDURE TO BE FOLLOWED INCLUDING COURT PERMISSION TO BE OBTAINED AND THE REASONS FOR COMING TO SUCH CONCLUSION.	Not Applicable
14	IF THE PROPERTY HAS BEEN TRANSFERRED BY WAY OF GIFT/ SETTLEMENT DEED, WHETHER:	Not Applicable (a to h)
a	THE GIFT/SETTLEMENT DEED IS DULY STAMPED AND REGISTERED.	
b	THE GIFT/SETTLEMENT DEED HAS BEEN ATTESTED BY TWO WITNESSES;	
c	THE GIFT/SETTLEMENT DEED TRANSFERS THE PROPERTY TO DONEE;	
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;	
e	WHETHER THERE IS ANY RESTRICTION ON THE DONOR IN EXECUTING THE GIFT/ SETTLEMENT DEED IN QUESTION;	
f	WHETHER THE DONEE IS IN POSSESSION OF THE GIFTED PROPERTY;	
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;	
h	ANY OTHER ASPECT AFFECTING THE VALIDITY OF THE TITLE PASSED THROUGH THE GIFT/ SETTLEMENT DEED.	



15.a	IN CASE OF PARTITION/FAMILY SETTLEMENT DEEDS, WHETHER THE ORIGINAL DEED IS AVAILABLE FOR DEPOSIT. IF NOT THE MODALITY/ PROCEDURE TO BE FOLLOWED TO CREATE A VALID AND ENFORCEABLE MORTGAGE.	Not Applicable
b	WHETHER MUTATION HAS BEEN AFFECTED AND WHETHER THE MORTGAGOR IS IN POSSESSION AND ENJOYMENT OF HIS SHARE.	Not Applicable.
c	WHETHER THE PARTITION MADE IS VALID IN LAW AND THE MORTGAGOR HAS ACQUIRED A MORTGAGABLE TITLE THEREON.	Not Applicable.
d	IN RESPECT OF PARTITION BY A DECREE OF COURT, WHETHER SUCH DECREE HAS BECOME FINAL AND ALL OTHER CONDITIONS/ FORMALITIES ARE COMPLETED/ COMPLIED WITH.	Not Applicable.
e	WHETHER ANY OF THE DOCUMENTS IN QUESTION ARE EXECUTED IN COUNTERPARTS OR IN MORE THAN ONE SET? IF SO, ADDITIONAL PRECAUTION TO BE TAKEN FOR AVOIDING MULTIPLE MORTGAGES?	Not Applicable.
16	WHETHER THE TITLE DOCUMENTS INCLUDE ANY TESTAMENTARY DOCUMENTS/WILLS?	Not Applicable (a to f)
a	IN CASE OF WILLS, WHETHER THE WILL IS REGISTERED WILL OR UN-REGISTERED WILL?	
b	WHETHER WILL IN THE MATTER NEEDS A MANDATORY PROBATE AND IF SO WHETHER THE SAME IS PROBATED BY A COMPETENT COURT?	
c	WHETHER THE PROPERTY IS MUTATED ON THE BASIS OF WILL?	



d	WHETHER THE ORIGINAL WILL IS AVAILABLE?	
e	WHETHER THE ORIGINAL DEATH CERTIFICATE OF THE TESTATOR IS AVAILABLE?	
f	WHAT ARE THE CIRCUMSTANCES AND/OR 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 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?	Not Applicable.
b	WHETHER THE PROPERTY BELONGS TO CHURCH/ TEMPLE OR ANY RELIGIOUS / OTHER INSTITUTION HAVING ANY RESTRICTION IN CREATION OF CHARGES ON SUCH PROPERTIES?	Not Applicable.
c	PRECAUTIONS/PERMISSIONS, IF ANY IN RESPECT OF THE ABOVE CASES FOR CREATION OF MORTGAGE?	Not Applicable.
18.a	WHERE THE PROPERTY IS A HUF/JOINT FAMILY PROPERTY, MORTGAGE IS CREATED FOR FAMILY BENEFIT/LEGAL NECESSITY, WHETHER THE MAJOR COPARCENERS HAVE NO OBJECTION/ JOIN IN EXECUTION, MINOR'S SHARE IF ANY, RIGHTS OF FEMALE MEMBERS ETC.,	Not Applicable.



b	PLEASE ALSO COMMENT ON ANY OTHER ASPECT WHICH MAY ADVERSELY AFFECT THE VALIDITY OF SECURITY IN SUCH CASES?	Not Applicable.
19.a	WHETHER THE PROPERTY BELONGS TO ANY TRUST OR IS SUBJECT TO THE RIGHT OF ANY TRUST?	Not Applicable.
b	WHETHER THE TRUST IS A PRIVATE OR PUBLIC TRUST AND WHETHER TRUST DEED SPECIFICALLY AUTHORIZES THE MOTGAE 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.
20.a	IF THE PROPERTY IS AGRICULTURAL LAND, WHETHER THE LOCAL LAWS PERMIT MORTGAGE OF AGRICULTURAL LAND AND WHETHER THERE ARE ANY RESTRICTIONS FOR CREATION/ ENFORCEMENT OF MORTGAGE.	Not Applicable
b	IN CASE OF AGRICULTURAL PROPERTY OTHER RELEVANT RECORDS/ DOCUMENTS AS PER LOCAL LAWS, IF ANY ARE TO BE VERIFIED TO ENSURE THE VALIDITY OF THE TITLE AND RIGHT TO ENFORCE THE MORTGAGE?	Not Applicable
c	IN THE CASE OF CONVERSION OF AGRICULTURAL LAND FOR COMMERCIAL PURPOSES OR OTHERWISE, WHETHER REQUISITE PROCEDURE FOLLOWED/ PERMISSION OBTAINED.	Not Applicable



21	WHETHER THE PROPERTY IS AFFECTED BY ANY LOCAL LAWS OR OTHER REGULATIONS HAVING A BEARING ON THE CREATION SECURITY (VIZ. AGRICULTURAL LAWS, WEAKER SECTIONS, MINORITIES, LAND LAWS, SEZ REGULATIONS, COSTAL ZONE REGULATIONS, ENVIRONMENTAL CLEARANCE, ETC.,)	No
22.a	WHETHER THE PROPERTY IS SUBJECT TO ANY PENDING OR PROPOSED LAND ACQUISITION PROCEEDINGS?	No
b	WHETHER ANY SEARCH/ENQUIRY IS MADE WITH THE LAND ACQUISITION OFFICE AND THE OUTCOME OF SUCH SEARCH/ENQUIRY.	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.	Not Applicable.
24.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.
25.a	WHETHER THE PROPERTY BELONGS TO A LIMITED COMPANY, CHECK THE BORROWING POWERS, BOARD RESOLUTION, AUTHORISATION TO CREATE MORTGAGE/EXECUTION OF DOCUMENTS, REGISTRATION OF ANY PRIOR CHARGES WITH THE COMPANY REGISTRAR (ROC), ARTICLES OF ASSOCIATION/ PROVISION FOR COMMON SEAL ETC.	Yes
b	WHETHER THE PROPERTY (TO BE MORTGAGED) IS PURCHASED BY THE ABOVE COMPANY FROM ANY OTHER COMPANY OR LIMITED LIABILITY PARTNERSHIP (LLP) FIRM?	No
c	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)?	No.
d	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.



e	IF THE SEARCH REVEALS ENCUMBRANCES/CHARGES, WHETHER SUCH CHARGES/ENCUMBRANCES HAVE BEEN SATISFIED? YES / NO	Not Applicable.
26	IN CASE OF SOCIETIES, ASSOCIATION, THE REQUIRED AUTHORITY/POWER TO BORROWER AND WHETHER THE MORTGAGE CAN BE CREATED, AND THE REQUISITE RESOLUTIONS, BYE-LAWS.	Not Applicable.
27.a	WHETHER ANY POA IS INVOLVED IN THE CHAIN OF TITLE?	Not Applicable
b	WHETHER THE POA INVOLVED IS ONE COUPLED WITH INTEREST, i.e. A DEVELOPMENT AGREEMENT CUM-POWER OF ATTORNEY. IF SO, PLEASE CLARIFY WHETHER THE SAME IS A REGISTERED DOCUMENT AND HENCE IT HAS CREATED AN INTEREST IN FAVOUR OF THE BUILDER/ DEVELOPER AND AS SUCH IS IRREVOCABLE AS PER LAW.	Not Applicable
	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 OF SALE, SALE DEEDS, ETC. IN FAVOUR OF BUYERS OF FLATS/UNITS (BUILDER'S POA) OR (ii) OTHER TYPE OF POA (COMMON POA).	Not Applicable



d	IN CASE OF BUILDER'S POA, WHETHER A CERTIFIED COPY OF POA IS AVAILABLE AND THE SAME HAS BEEN VERIFIED/ COMPARED WITH THE ORIGINAL POA.	No
e	IN CASE OF COMMON POA (i.e. POA OTHER THAN BUILDER'S POA), PLEASE CLARIFY THE FOLLOWING CLAUSES IN RESPECT OF POA. WHETHER THE ORIGINAL POA IS VERIFIED AND THE TITLE INVESTIGATION IS DONE ON THE BASIS OF ORIGINAL POA? WHETHER THE POA IS A REGISTERED ONE? WHETHER THE POA IS A SPECIAL OR GENERAL ONE? WHETHER THE POA CONTAINS A SPECIFIC AUTHORITY FOR EXECUTION OF TITLE DOCUMENT IN QUESTION?	Not Applicable
f	WHETHER THE POA WAS IN FORCE AND NOT REVOKED OR HAD BECOME INVALID ON THE DATE OF EXECUTION OF THE DOCUMENT IN QUESTION? (PLEASE CLARIFY WHETHER THE SAME HAS BEEN ASCERTAINED FROM THE OFFICE OF SUB-REGISTRAR ALSO?	Not Applicable
g	PLEASE COMMENT ON THE GENUINENESS OF POA?	Not Applicable
h	THE UNEQUIVOCAL OPINION ON THE ENFORCEABILITY AND VALIDITY OF THE POA?	Not Applicable



28	WHETHER MORTGAGE IS BEING CREATE BY A POA HOLDER, CHECK GENUINENESS OF THE POWER OF ATTORNEY AND THE EXTENT OF THE POWERS GIVEN THEREIN AND WHETHER THE SAME IS PROPERLY EXECUTED/ STAMPED/ AUTHENTICATED IN TERMS OF THE LAW OF THE PLACE, WHERE IT IS EXECUTED.	Not Applicable
29	IF THE PROPERTY IS A FLAT/ APARTMENT OF RESIDENTIAL/ COMMERCIAL COMPLEX, CHECK AND COMMENT ON THE FOLLOWING:	
a	PROMOTER'S/ LAND OWNERS'S TITLE TO THE LAND/ BUILDING.	As stated in Para 8(c) hereinabove.
b	DEVELOPMENT AGREEMENT/POWER OF ATTORNEY.	As stated hereinabove.
c	EXTENT OF AUTHORITY OF THE DEVELOPER/ BUILDER.	M/s. Palash Corporation.
d	INDEPENDENT TITLE VERIFICATION OF THE LAND AND/OR BUILDING IN QUESTION;	As per enclosed Govt. Challan No. MH006343809202122E dated 17.09.2021 and Search Report dated 17.09.2021.
e	AGREEMENT FOR SALE (DULY REGISTERED);	Yes.
f	PAYMENT OF PROPER STAMP DUTY;	Yes.
g	REQUIREMENT OF REGISTRATION OF SALE AGREEMENT, DEVELOPMENT AGREEMENT, POA, ETC.;	Yes
h	APPROVAL OF BUILDING PLAN, PERMISSION OF APPROPRIATE/ LOCAL AUTHORITY, ETC.;	Not Applicable.
i	CONVEYANCE IN FAVOUR OF SOCIETY/CONDOMINIUM CONCERNED.	Nil



j	OCCUPANCY CERTIFICATE/ ALLOTMENT LETTER/LETTER OF POSSESSION;	As stated in Para 8(d) hereinabove.
k	MEMBERSHIP DETAILS IN THE SOCIETY ETC.;	Palash Tower C-Wing Co-operative Housing Society Ltd.
l	SHARE CERTIFICATES;	Nil
m	NO OBJECTION LETTER FROM THE SOCIETY;	To be obtained by Bank.
n	ALL LEGAL REQUIREMENTS UNDER THE LOCAL/MUNICIPAL LAWS REGARDING OWNERSHIP OF FLATS/APARTMENTS/BUILDING REGULATIONS, DEVELOPMENT CONTROL REGULATIONS, CO- OPERATIVE SOCIETIES LAWS ETC.;	Yes
o	REQUIREMENTS FOR NOTING THE BANK CHARGES ON THE RECORDS OF THE HOUSING SOCIETY, IF ANY;	As stated in Para 29(m) hereinabove.
p	IF THE PROPERTY IS A VACANT LAND AND CONTRUCTION IS YET TO BE MADE, APPROVAL OF LAY- OUT AND OTHER PRECAUTION, IF ANY.	Not Applicable.
q	WHETHER THE NUMBERING PATTERN OF THE UNITS/FLATS TALLY IN ALL DOCUMENTS SUCH AS APPROVED PLAN, AGREEMENT PLAN, ETC. ;	Yes
30	ENCUMBRANCES, ATTACHMENTS, AND/ OR CLAIMS WHETHER OF GOVERNMENT, CENTRAL OR STATE OR OTHER LOCAL AUTHORITIES OR THIRD PARTY CLAIMS, LIENS ETC. AND DETAILS THEREOF.	Flat mortgaged with SBICAP Trustee Co. Ltd.



31	THE PERIOD COVERED UNDER THE ENCUMBRANCES CERTIFICATE AND THE NAME OF THE PERSON IN WHOSE FAVOUR THE ENCUMBRANCE IS CREATED AND IS SO, SATISFACTION OF CHARGE, IF ANY.	30 Years
32	DETAILS REGARDING PROPERTY TAX OR LAND REVENUE OR OTHER STATUTORY DUES PAID/ PAYABLE AS ON DATE AND IF NOT PAID, WHAT REMEDY?	Bank must obtain the latest maintenance receipt in respect of the said Flat No.212.
33.a	URBAN LAND CEILING CLEARANCE, WHETHER REQUIRED AND IF SO, DETAILS THEREON.	Not Applicable
b	WHETHER NO OBJECTION CERTIFICATE UNDER THE INCOME TAX ACT IS REQUIRED/OBTAINED.	Not Applicable
34	DETAILS OF RTC EXTRACTS/ MUTATION EXTRACTS/KATHA EXTRACTS PERTAINING TO THE PROPERTY IN QUESTION.	Not Applicable
35	WHETHER THE NAME OF MORTGAGOR IS REFLECTED AS OWNER IN THE REVENUE/ MUNICIPAL/ VILLAGE RECORDS?	Not Applicable
36.a	WHETHER THE PROPERTY OFFERED AS SECURITY IS CLEARLY DEMARCATED?	Yes
b	WHETHER THE DEMARCATION/ PARTITION OF THE PROPERTY IS LEGALLY VALID?	Yes
c	WHETHER THE PROPERTY HAS CLEAR ACCESS AS PER DOCUMENTS?	Yes
37	WHETHER THE PROPERTY CAN BE IDENTIFIED FROM THE FOLLOWING DOCUMENTS AND DISCREPANCY/ DOUBTFUL CIRCUMSTANCES. IF ANY REVEALED ON SUCH SCRUTINY?	Not Applicable



a	DOCUMENT IN RELATION TO ELECTRICITY CONNECTION;	Not Applicable
b	DOCUMENT IN RELATION TO WATER CONNECTION;	Not Applicable
c	DOCUMENT IN RELATION TO SALES TAX REGISTRATION, IF ANY APPLICABLE;	Not Applicable
d	OTHER UTILITY BILLS, IF ANY.	Not Applicable
38	IN RESPECT OF THE BOUNDARIES OF THE PROPERTY, WHETHER THERE IS A DIFFERENCE/ DISCREPANCY IN ANY OF THE TITLE DOCUMENTS OR ANY OTHER DOCUMENTS (SUCH AS VALUATION REPORT, UTILITY BILLS, ETC.) OR THE ACTUAL CURRENT BOUNDARY? IF SO PLEASE ELABORATE/ COMMENT ON THE SAME.	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 THE VALUATION REPORT AND/OR APPROVED PLAN ARE NOT AVAILABLE AT THE TIME OF PREPARATION OF TIR, PLEASE PROVIDE THESE COMMENTS SUBSEQUENTLY, ON MAKING THE SAME AVAILABLE TO THE ADVOCATE.)	Valuation Report not Available
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 REQUIREMENT 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.	Not Applicable
43	WHETHER THE GOVERNING LAW/ CONSTITUTIONAL DOCUMENTS OF THE MORTGAGOR (OTHER THAN NATURAL PERSON) PERMITS CREATION OF MORTGAGE AND ADDITIONAL PRECAUTIONS, IF ANY TO BE TAKEN IN SUCH CASES.	Yes
44	ADDITIONAL ASPECTS RELEVANT FOR INVESTIGATION OF TITLE AS PER LOCAL LAWS.	Not Applicable
45	ADDITIONAL SUGGESTIONS, IF ANY TO SAFEGUARD THE INTEREST OF BANK/ ENSURING THE PERFECTION OF SECURITY.	As stated hereinbelow.
46.a	WHETHER THE REAL ESTATE PROJECT COMES UNDER REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016.	No
b	WHETHER THE PROJECT IS REGISTERED WITH THE REAL ESTATE REGULATORY? IF SO, THE DETAILS OF SUCH REGISTRATION ARE TO BE FURNISHED.	No
c	WHETHER THE REGISTERED AGREEMENT FOR SALE AS PRESCRIBED IN THE ABOVE ACT/ RULES THEREUNDER IS EXECUTED.	No

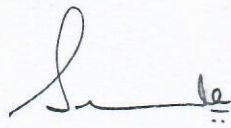


d	WHETHER DETAILS OF THE APARTMENT/ PLOT IN QUESTION ARE VERIFIED WITH THE LIST OF NUMBER AND TYPES OF APARTMENTS OR PLOTS BOOKED AS UPLOADED BY THE PROMOTER IN THE WEBSITE OF REAL ESTATE REGULATORY AUTHORITY?	Not Applicable
47	THE SPECIFIC PERSONS WHO ARE REQUIRED TO CREATE MORTGAGE/TO DEPOSIT DOCUMENTS CREATING MORTGAGE.	M/s. Jyoti Structures Ltd.

Dated : 17th September 2021

Place : Mumbai




(S.L. NORONHA)
Advocate

ANNEXURE - C

CERTIFICATE OF TITLE

1. I have examined copies of the 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 requirement 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 Office, /Sub-Registrar(s) Office(s), Revenue records, Municipal/ Panchayat office, Land Acquisition Office, Registrar of Companies Office. Wakf Board (whether 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 Mortgage/ Charges/ Encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1992 to 2021 pertaining to the Immovable Property/(ies) covered by above said copies of Title Deeds except the mortgage of Flat No.212 with SBICAP Trustee Co. Ltd. The property is free from all Encumbrances subject to the mortgage of Flat No.212 with SBICAP Trustee Co. Ltd.
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 document and agreed to by the Mortgagor and the Bank.
7. Minor/(s) and his/their interest in the property/(ies) is to the extent of (NOT APPLICABLE) (specify the share of the Minor with Name). (Strike out if not applicable).
8. The Mortgage if created, will be available to the Bank for the liability of the Intending Borrowers, M/s. Jyoti Structures Ltd.



9. I certify that M/s. Jyoti Structures Ltd 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.
10. In case of creation of Mortgage by Deposit of title deeds, I certify that the deposit of following title deeds/ document would create a valid and enforceable mortgage:
 - (a) Original Agreement for Sale dated 18th September 2007 executed between M/s. Palash Corporation and M/s. Jyoti Structures Ltd. and duly stamped and registered alongwith Index-II.
 - (b) Original Share Certificate issued by Palash Tower C-Wing Co-operative Housing Society Ltd.
 - (c) Original Letter from Palash Tower C-Wing Co-operative Housing Society Ltd. for creation of mortgage of Flat No.212 in favour of Bank.
11. There are no legal impediments for creation of the Mortgage under any applicable Laws/ Rules in force.
12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE FLAT

Flat No.212 on the 21st floor in 'C' Wing of Building No.2 known as "Palash Tower" in 'Palash Tower C-Wing Co-operative Housing Society Ltd.', admeasuring 660.96 sq. ft. bearing Old CTS No.737, New CTS Nos.720D, 720E, Hissa No.1 situate at Village Oshiwara, Taluka Andheri.

Dated : 17th September 2021

Place : Mumbai




(S.L. NORONHA)
Advocate

N.B.: It is in the interest of the Bank to ensure the existence and the present status of the flat in question and keep a check of the colour/fabricated documents of title to be deposited by way of security for creation of mortgage.



CHALLAN
MTR Form Number-6



GRN MH006343809202122E		BARCODE 		Date 17/09/2021-15:07:42		Form ID	
Department Inspector General Of Registration				Payer Details			
Search Fee				TAX ID / TAN (If Any)			
Type of Payment Other Items				PAN No.(If Applicable)		AAFPN5689R	
Office Name BDR9_ANDHERI NO 3 SUB REGISTRAR				Full Name		STELLA NORONHA	
Location MUMBAI				Flat/Block No.		OFFICE NO.1 THE CHAMBERS	
Year 2021-2022 One Time				Premises/Building			
Account Head Details			Amount In Rs.		Road/Street		
0030072201 SEARCH FEE			750.00		KANDIVALI WEST		
					Area/Locality		
					MUMBAI		
					Town/City/District		
					PIN		
					4 0 0 0 6 7		
					Remarks (If Any)		
					FLAT NO.212 PALASH TOWER CTS NO.720 VILLAGE OSHIWARA		
					TALUKA ANDHERI		
					Amount In		
					Seven Hundred Fifty Rupees Only		
Total			750.00		Words		
Payment Details BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN		Ref. No.	
				02300042021091798440		006579676	
Cheque/DD No.				Bank Date		RBI Date	
				17/09/2021-15:08:58		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

Mobile No. : 9820223132

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

SEARCH REPORT

17.09.2021

From,

Mr. Swapnil Shinde
Search Clerk.

To,

Stella L. Noronha
Advocate High Court

Madam,

M/s. Jyoti Structures Ltd.

Re: Search of Flat No.212 on the 21st floor, admn. 660.96 sq. ft. in 'C' Wing of Building No.2 known as "Palash Tower" in 'Palash Tower C-Wing Co-operative Housing Society Ltd.' bearing Old CTS No.737, New CTS Nos.720D, 720E, Hissa No.1 situate at Village Oshiwara, Taluka Andheri.

Under your instructions, I have taken search online in respect of the above referred property at Andheri for the years 1992 to 2021 (30 years), Record of Index-II which is given below: -

1992 to 2021 (30 years) at Andheri

YEAR	TRANSACTION
1992	No Entry
1993	No Entry
1994	No Entry
1995	No Entry
1996	No Entry
1997	No Entry
1998	No Entry
1999	No Entry



YEAR	TRANSACTION
2000	No Entry
2001	No Entry
2002	No Entry
2003	No Entry
2004	No Entry
2005	No Entry
2006	No Entry
2007	Agreement for Sale between M/s. Palash Corporation to M/s. Jyoti Structures Ltd. Execution : 18.09.2007 Amount : 65,99,500/- Regn. No. : BDR-9/9168/07 Regn. Date : 20.09.2007
2008	No Entry
2009	No Entry
2010	No Entry
2011	No Entry
2012	No Entry
2013	No Entry
2014	No Entry
2015	Deed of Mortgage between M/s. Jyoti Structures Ltd. to SBI Cap. Trustee Co. Ltd. Execution : 23.02.2015 Regn. No. : Nashik-1/1745/15 Regn. Date : 23.02.2015



YEAR	TRANSACTION
2016	No Entry
2017	No Entry
2018	No Entry
2019	No Entry
2020	No Entry
2021	No Entry

The Government Fee is paid vide Challan No.MH006343809202122E
dated 17.09.2021.

Thanking you,



Yours faithfully,

A handwritten signature in black ink, appearing to read 'Stella L. Noronha', written over the 'Yours faithfully,' text.