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Advocate High Court

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Ref No: BJ/SBI/Diamond Garden/LO/June/2021

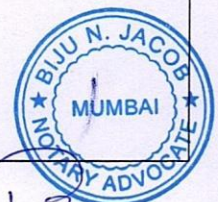
Date:- 20/07/2021

To,
The Assistant General Manager,
State Bank of India,
Diamond Garden Branch,
Mumbai.

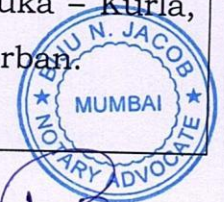
Annexure – B

**REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE
PROPERTY**

1.	a) Name of the Branch/ Business Unit Office seeking opinion?	State Bank of India, Diamond Garden Branch.
	b) Reference No. and date of the letter under the under the cover of the documents tendered for scrutiny?	Letter dated 28/06/2021.
	c) Name of the Borrowers?	M/s. HOTEL SOUTHSON PVT LTD.
2.	a) Name of the Unit/ Concern/ Company/ person offering the property/(ies) as security?	M/s. HOTEL SOUTHSON PVT LTD.
	b) Constitution of the unit/concern/person offering the property for creation of charge?	Private Limited company
	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?	Commercial Premises No. G - 1, Admeasuring area 202.80 Sq. Mtrs., Carpet area, Ground floor, B - Wing, Building known as EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED, Chembur, Mumbai - 400071. (Plot No. 11 - A & 12, C. T. S. No. 390B, 390 - B/1 - 3, 389, 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban).
	a) Survey No.	Plot No. 11 - A & 12, C. T. S. No. 390B, 390 - B/1 - 3, 389, 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban
	b) Door no. (in case of house property)	Commercial Premises No. G - 1, Admeasuring area 202.80 Sq. Mtrs., Carpet area, Ground floor, B - Wing, Building known as EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED, Chembur, Mumbai - 400071. (Plot No. 11 - A & 12, C. T. S. No. 390B, 390 - B/1 - 3, 389, 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban).
	c) Extent/ area including plinth/ built up area in case of house property	Admeasuring area 202.80 Sq. Mtrs., Carpet area.
	d) Locations like name of the place, village, city, registration, sub-district etc.	Village - Chembur, Taluka - Kurla, District - Mumbai Suburban.



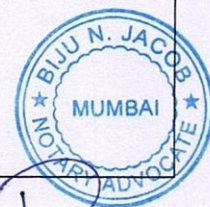
4.	a) Particulars of the documents scrutinized- serially and chronologically?		Mentioned herein under.
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified? Note: Only originals or certified extracts from the registering/land/revenue/ other authorities be examined?		Mentioned herein under.
Sr. No.	Date of Document	Name of the parties	Original/ Certified Photocopy/ true copy
1.	11/06/2018	Deed of Novation dated 11/06/2018 executed between M/s. SANJONA BUILDERS through its Partner Mr. SUNIL VIDYASAGAR GUPTA referred as "FIRST PARTY" of the One Part and M/s. HOTEL SOUTHSON PVT LTD., referred as "SECOND PARTY" of the Second Part and UNION BANK OF INDIA referred as "THIRD PARTY" of the Third Part which duly registered with the Sub-registrar of Assurances at Kurla 4 under Serial no. Kurla 4 - 7037 - 2018.	Original
2.	11/06/2018	Registration Receipt No. 7877 dated 11/06/2018 in the name of M/s. HOTEL SOUTHSON PVT LTD., through its Authorized Signatory Mr. KRISHNAN KANNAN NAIKER for amount of Rs. 2,100/-.	Original



3.	15/02/2018	Deed of Sale dated 15/02/2018 executed between M/s. SANJONA BUILDERS through its Partner Mr. SUNIL VIDYASAGAR GUPTA referred as "THE VENDOR" of the One Part and M/s. HOTEL SOUTHSOON PVT LTD., referred as "THE PURCHASER" of the Other Part duly registered with the Sub-registrar of Assurances at Kurla 2 under Serial no. Kurla2 - 1827 - 2018.	Original
4.	15/02/2018	Registration Receipt No. 2074 dated 15/02/2018 issued in the name M/s. HOTEL SOUTHSOON PVT LTD., through its Authorized Signatory Mr. KRISHNAN KANNAN NAIKER for amount of Rs. 31,110/-.	Original
5.	11/05/2017	Lease Deed dated 11/05/2017 executed between M/s. SANJONA BUILDERS through its Partner Mr. SUNIL VIDYASAGAR GUPTA referred as "THE LESSOR" of the One Part and UNION BANK OF INDIA referred as "THE LESSEE" of the Other Part duly registered with the Sub-registrar of Assurances at Kurla 5 under Serial no. Kurla 5 - 5328 - 2017.	Photcopy
6.	13/05/2011	Agreement dated 13/05/2011 executed between M/s. ARPAN DEVELOPERS referred as "PARTY OF THE ONE PART" and M/s. SANJONA BUILDERS referred as "PARTY OF THE SECOND PART" duly registered with the Sub-registrar of Assurances at Kurla 3 under Serial no. Kurla 3 - 3956 - 2011.	Original



7.	13/05/2011	Registration Receipt No. 3964 dated 13/05/2011 in the name of M/s. SANJONA BUILDERS for amount of Rs, 30,640/-.	Original
8.	29/01/2018	Letter of Authority dated 29/01/2018 issued by M/s. SANJONA BUILDERS.	Photo Copy
9.	23/05/2017	Board of Resolution dated 23/05/2017 issued by M/s. HOTEL SOUTHSON PVT LTD.	Photo Copy
10.	-/-/-	Proposed change of Activity from Office to Bank Premises No. G - 1 issued MCGM in the name Mr. B. H. WADHWA, Architect with Ref. No. CHE/ ES/ 2378/ M/W/342.	Photo Copy
11.	03/06/2017	NOC for Fire Safety dated 03/06/2017 issued by Mumbai Fire Brigade.	Photo Copy
12.	28/10/2004	Commencement Certificate dated 28/10/2004 issued by MCGM in the name of SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED with Ref. No. CE/5745/BPES/AP.	Photo Copy
13.	06/12/2013	Full Occupation Permission dated 06/12/2013 issued by MCGM in the name of SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED with Ref. No. CE/5745/BPES/AP.	Photo Copy
14.	18/04/2017	Property Card dated 18/04/2017.	Photo Copy
15.	06/04/2017	Conveying of Approval/Sanction Terms and Conditions dated 06/04/2017 issued by UNION BANK OF INDIA in the name of M/s. SANJONA BUILDERS.	Photo Copy



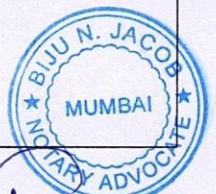
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	16.	22/01/2009	Amended Plans dated 22/01/2009 issued by BMC in the name of Mr. B. H. WADHWA, Architect with Ref. No. CE/5745/BP/AM.	Photo Copy
	17.	19/05/2019	Tax Receipt dated 19/05/2019 issued by BMC in the name of M/s. SANJONA BUILDERS.	Photo Copy
	18.	08/05/2017	NOC dated 08/05/2017 issued by M/s. ARPAN DEVELOPERS in the name of UNION BANK OF INDIA.	Photo Copy
5.	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 relevant fee receipt along with the TIR.			Yes.
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents Submitted?			Yes.
	ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be			Certified copies of the title documents are compared with the original documents and the total page numbers in the copy and contains therein are tally page by page with the original produced.



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	handled more diligent & cautiously.)	
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?	Since 2004 to 2021 partly available with concern Records.
	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 online portal and if so whether such verification was made?	Stamp duty is paying through online.
7.	a) Property offered as security falls within the Jurisdiction of which sub - registrar office?	Kurla.
	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?	Sub Registrar of Assurance at Kurla
	c) Whether search has been made at all the offices named at (b) above?	Yes.
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	As stated herein under.
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in	As stated herein under.

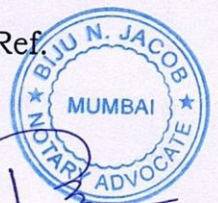


<p>question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p> <p>(In case of property offered as security 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>	
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WHEREAS SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED was the Original Owner of land bearing Plot No. 11 - A & 12, C. T. S. No. 390B, 390 - B/1 - 3, 389, 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban.

AND WHEREAS Mr. ALOK ATUL SARKAR, Mrs. PUSHPADEVI BANKATIAL KARWA & Mr. SURESHKUMAR BANKATIAL through Partners of M/s. ARPAN DEVELOPERS are shareholders/members of SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED and as such of Plot No. 12 admeasuring 1082.8 sq. Mtrs., bearing C. T. S. No. 389 & 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban. Mr. ALOK ATUL SARKAR, Mrs. PUSHPADEVI BANKATIAL KARWA & Mr. SURESHKUMAR BANKATIAL through Partners of M/s. ARPAN DEVELOPERS proposed to develop Plot No. 12 belonging to them by demolishing the existing structures and constructing thereon a building.

AND WHEREAS Proposed change of Activity from Office to Bank Premises No. G - 1 issued MCGM in the name Mr. B. H. WADHWA, Architect with Ref. No. CHE/ ES/ 2378/ M/W/342.



AND WHEREAS Commencement Certificate dated 28/10/2004 issued by MCGM in the name of SINDHI IMMIGRANTS CO – OPERATIVE HOUSING SOCIETY LIMITED with Ref. No. CE/5745/BPES/AP.

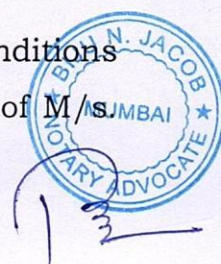
AND WHEREAS Amended Plans dated 22/01/2009 issued by BMC in the name of Mr. B. H. WADHWA, Architect with Ref. No. CE/5745/BP/AM.

AND WHEREAS Agreement dated 13/05/2011 executed between M/s. ARPAN DEVELOPERS referred as “PARTY OF THE ONE PART” and M/s. SANJONA BUILDERS referred as “PARTY OF THE SECOND PART” duly registered with the Sub-registrar of Assurances at Kurla 3 under Serial no. Kurla 3 – 3956 – 2011 and M/s. ARPAN DEVELOPERS agreed to allot an area of 457.73 Sq. Mtrs., to be constructed on Plot No. 12, SINDHI IMMIGRANTS CO – OPERATIVE HOUSING SOCIETY LIMITED, C. T. S. No. 389, 389/1, Village – Chembur, Taluka – Kurla, District – Mumbai Suburban.

AND WHEREAS the Property card of both the plots standing in the name of SINDHI IMMIGRANTS CO – OPERATIVE HOUSING SOCIETY LIMITED. Accordingly M/s. SANJONA BUILDERS and M/s. ARPAN DEVELOPERS made necessary application through their Architect M/s. B. H, WADHWA & CO., to the SINDHI IMMIGRANTS CO – OPERATIVE HOUSING SOCIETY LIMITED vide their Letter dated 17/03/2009 for amalgamating both the plots i.e. 11A & 12 and SINDHI IMMIGRANTS CO – OPERATIVE HOUSING SOCIETY LIMITED given vide their Letter dated 29/09/2009 given their NOC for amalgamation of both the plots i.e. 11A & 12.

AND WHEREAS Full Occupation Permission dated 06/12/2013 issued by MCGM in the name of SINDHI IMMIGRANTS CO – OPERATIVE HOUSING SOCIETY LIMITED with Ref. No. CE/5745/BPES/AP.

AND WHEREAS Conveying of Approval/Sanction Terms and Conditions dated 06/04/2017 issued by UNION BANK OF INDIA in the name of M/s. SANJONA BUILDERS.



AND WHEREAS Lease Deed dated 11/05/2017 executed between M/s. SANJONA BUILDERS through its Partner Mr. SUNIL VIDYASAGAR GUPTA referred as "THE LESSOR" of the One Part and UNION BANK OF INDIA referred as "THE LESSEE" of the Other Part duly registered with the Sub-registrar of Assurances at Kurla 5 under Serial no. Kurla 5 - 5328 - 2017 in respect of Commercial Premises No. G - 1, Admeasuring area 202.80 Sq. Mtrs., Carpet area, Ground floor, B - Wing, Building known as EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED, Chembur, Mumbai - 400071. (Plot No. 11 - A & 12, C. T. S. No. 390B, 390 - B/1 - 3, 389, 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban).

AND WHEREAS NOC for Fire Safety dated 03/06/2017 issued by Mumbai Fire Brigade.

AND WHEREAS M/s. HOTEL SOUTHSON PVT LTD., approached M/s. SANJONA BUILDERS to purchase Commercial Premises No. G - 1, Admeasuring area 202.80 Sq. Mtrs., Carpet area, Ground floor, B - Wing, Building known as EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED, Chembur, Mumbai - 400071. (Plot No. 11 - A & 12, C. T. S. No. 390B, 390 - B/1 - 3, 389, 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban) and executed the Deed of Sale dated 15/02/2018 between M/s. SANJONA BUILDERS through its Partner Mr. SUNIL VIDYASAGAR GUPTA referred as "THE VENDOR" of the One Part and M/s. HOTEL SOUTHSON PVT LTD., referred as "THE PURCHASER" of the Other Part duly registered with the Sub-registrar of Assurances at Kurla 2 under Serial no. Kurla 2 - 1827 - 2018 for amount of Rs. 6,71,00,000/-.

AND WHEREAS M/s. SANJONA BUILDERS and M/s. HOTEL SOUTHSON PVT LTD., agreed to Novate the Lease Deed to the M/s. HOTEL SOUTHSON PVT LTD., with the consent of the Bank and executed Deed of Novation dated 11/06/2018 between M/s. SANJONA BUILDERS through its Partner



Mr. SUNIL VIDYASAGAR GUPTA referred as "FIRST PARTY" of the One Part and M/s. HOTEL SOUTHSOON PVT LTD., referred as "SECOND PARTY" of the Second Part and UNION BANK OF INDIA referred as "THIRD PARTY" of the Third Part which duly registered with the Sub-registrar of Assurances at Kurla 4 under Serial no. Kurla 4 - 7037 - 2018 in respect of Commercial Premises No. G - 1, Admeasuring area 202.80 Sq. Mtrs., Carpet area, Ground floor, B - Wing, Building known as EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED, Chembur, Mumbai - 400071. (Plot No. 11 - A & 12, C. T. S. No. 390B, 390 - B/1 - 3, 389, 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban).

Thereafter M/s. HOTEL SOUTHSOON PVT LTD., created charge on Commercial Premises No. G - 1, Admeasuring area 202.80 Sq. Mtrs., Carpet area, Ground floor, B - Wing, Building known as EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED, Chembur, Mumbai - 400071. (Plot No. 11 - A & 12, C. T. S. No. 390B, 390 - B/1 - 3, 389, 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban) in favour of STATE BANK OF INDIA, CHEMBUR BRANCH and filed Notice of Intimation dated 07/09/2018 which duly registered with the Sub-registrar of Assurances at Kurla 3 under Serial no. Kurla 3 - 4641 - 2018 registered on dated 26/09/2018.

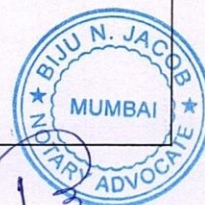
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership rights.
10	If leasehold, whether;	Not Applicable.
	a) lease Deed is duly stamped and registered	Not Applicable.
	b) lessee is permitted to mortgage the	Not Applicable.



	Leasehold right,	
	c) duration of the Lease/unexpired period of lease,	Not Applicable.
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.	Not Applicable.
	e) Whether the leasehold rights permits for the creation of any Superstructure (if applicable)?	Not Applicable.
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable.
11.	If Govt. grant/ allotment/ Lease-cum/ Sale Agreement, whether;	Not Applicable.
	a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	NA
	b) the mortgagor is competent to create charge on such property.	NA
	c) Whether any permission from Govt., or any other authority is required for creation of mortgage and if so whether such valid permission is available.	No.
12	If occupancy right, whether;	
	a) Such right is heritable and transferable,	Not Applicable.
	b) Mortgage can be created.	Not Applicable..
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable.



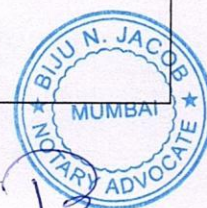
14	If the property has been transferred by way of Gift/ Settlement Deed, whether:	Not Applicable.
	a) The Gift/ Settlement Deed is duly stamped and registered;	Not Applicable.
	b) The Gift/ Settlement Deed has been attested by two witnesses;	Not Applicable.
	c) The Gift/ Settlement Deed transfers the property to Donee;	Not Applicable.
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Not Applicable.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not Applicable.
	f) Whether the Donee is in possession of the gifted property;	Not Applicable.
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not Applicable.
	h) Any other aspect affecting the validity of the title passed through the gift/ settlement deed?	Not Applicable.
15.	a) In case of partition/ family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage?	Not Applicable.
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable.



	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable.
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable.
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable.
16.	Whether the title documents include any testamentary documents/wills? (a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable.
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable.
	(c) Whether the property is mutated on the basis of will?	Not Applicable.
	(d) Whether the original will is available?	Not Applicable.
	(e) Whether the original death certificate of the testator is available?	Not Applicable.
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by	Not Applicable.



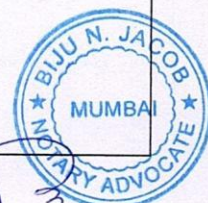
	all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	
17.	(a) Whether the property is subject to any wakf rights?	Not Applicable.
	(b) Whether the property belongs to church/ temple or any religious/other institutions 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 rights of any trust?	Not Applicable.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable.



	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable.
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter?	Not Applicable.
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?	No Restriction.
	(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	No outcome.



	made with the Land Acquisition Office and the outcome of such search/enquiry.	
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No litigation is pending.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable.
	(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?	Not Applicable.
	(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.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with	Property belongs to Company so Board resolution is necessary.



	the Company Registrar (ROC), Articles of Association /provision for common seal etc.	
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm?	No
	ii) If Yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor company/ LLP (seller) and the vendee company (purchaser)?	N.A
	iii) Whether the above search of charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	N.A
	iv) If the search reveals encumbrances/ charges, whether such charges/encumbrances have been satisfied?	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.	Not Applicable.
27.	a) Whether any POA is involved in the chain of title?	No.
	b) Whether the POA involved is one coupled with interest i.e. a Development Agreement-cum-Power of	Not Applicable.



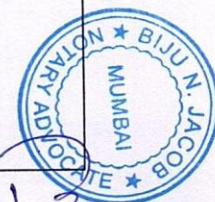
<p>Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.</p>	
<p>(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/ Individual or Proprietary Concerns in favor of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).</p>	<p>Not Applicable.</p>
<p>(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?</p>	<p>Not Applicable.</p>
<p>(e) In case of Common POA (i. e. POA other than Builder's POA), please clarify the following clauses in respect of POA?</p> <p>i) Whether the original POA is verified and the title investigation is done on the basis of original POA?</p>	<p>Not Applicable.</p>
<p>ii) Whether the POA is a registered one?</p> <p>iii) Whether the POA is a special or general one?</p>	<p>Not Applicable.</p>



	iv) Whether the POA contains a specific authority for execution of title document in question?	Not Applicable.
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not Applicable.
	(g) Please comment on the genuineness of POA?	Not Applicable.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	Not Applicable.
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable.
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Unit.
	a) Promoter's/Land owner's title to the land/ building;	Promoter's have development rights to construct and sell
	b) Development Agreement/ Power of Attorney;	Not Applicable.
	c) Extent of authority of the Developer/builder;	Develop and Sell.
	d) Independent title verification of the Land and/or building in question;	Independent title of the said Commercial Premises No. G-1 verified.



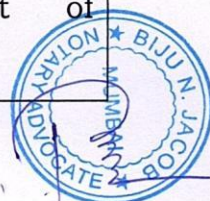
e) Agreement for sale (duly registered);	Yes.
f) Payment of proper stamp duty;	Yes.
g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Not Applicable.
h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes. Commencement Certificate dated 28/10/2004 issued by MCGM in the name of SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED with Ref. No. CE/5745/BPES/AP.
i) Conveyance in favour of Society/ Condominium concerned;	No
(j) Occupancy Certificate/allotment letter/letter of possession;	Yes, Full Occupation Permission dated 06/12/2013 issued by MCGM in the name of SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED with Ref. No. CE/5745/BPES/AP.
(k) Membership details in the Society etc.;	Not Applicable.
(l) Share Certificates;	Not yet issued.
(m) No Objection Letter from the Society;	NOC from EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED in favour of STATE BANK OF INDIA.
(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Building Regulations, Development Control	Complied.



	Regulations, Co-operative Societies' Laws etc.;	
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	NOC from EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other Precautions, if any.	Not Applicable.
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof?	Lease deed of Union Bank and charge of STATE BANK OF INDIA, CHEMBUR BRANCH is there.
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favor the encumbrance is created and if so, satisfaction of charge, if any.	1991 to 2021.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not Produced.
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/	No documents in respect of any pendency of I.T department is



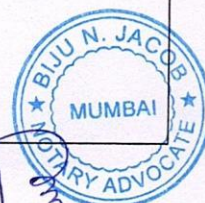
	obtained.	not furnished for scrutiny. Bank to obtain declaration from Borrower to that effect and if any proceeding is pending certificate under section 281 to be obtained.
34.	Details of RTC extracts/ mutation extracts/ Katha extracts pertaining to the property in question.	Unit offering as security.
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?	Appropriate.
	b) Whether the demarcation/ partition of the property is legally valid?	Appropriate.
	c) Whether the property has clear access as per documents?	Appropriate.
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;	Yes, Property can be identified from Electricity Bill / or Maintenance Bill.
	b) Document in relation to water connection;	Yes.
	c) Document in relation to Sales Tax Registration, if any applicable;	Yes.
	d) Other utility bills, if any.	Yes, Property can be identified from Electricity Bill / or Maintenance Bill.
38.	In respect of the boundaries of the property, whether there is a	Property is a part of Commercial complex.



	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.	
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.)	Yes.
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 restriction.
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.	Not Applicable.
43	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and	Not Applicable.



	additional precautions, if any to be taken in such cases.	
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.	<p>(1) Physical inspection of Commercial Premises No. G - 1 before sanctioning to ensure the existence, present status and confirm actual possession and enjoyment of Flat by mortgagor.</p> <p>(2) In view of various frauds taking place it is advised to verify the genuineness of the title Deed before creation of mortgage.</p> <p>(3) Noting of charge with Builder by Letter through by RPAD and with SRO by giving Notice of Intimation of creation of EM within 30 days.</p>
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. HOTEL SOUTHSON PVT LTD.
47	1) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	N.A.
	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.



	3) Whether the registered agreement for Sale as prescribed in the above Act./ Rules there under is executed ?	NA
	4) Whether the details of the apartment/Plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not Applicable.

Date: 20/07/2021

Place: Mumbai

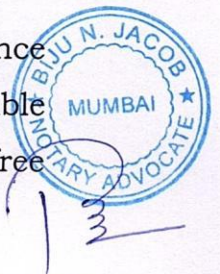
BIJU N. JACOB

BIJU N. JACOB
Notary Advocate
405, Biryra House,
265, Bazar Gate Street,
Port, Mumbai - 400 001.



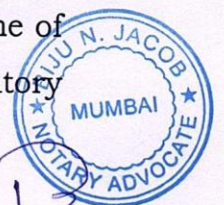
CERTIFICATE OF TITLE

1. We have examined the Original of the title deed the which are intended to be deposited relating to the schedule property 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. We 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. We confirm having made a search in the Land/ Revenue records. We 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) we find that the above said property is not mortgaged by the Borrowers/owners with charge of STATE BANK OF INDIA, CHEMBUR BRANCH. We are liable/responsible, if any loss is caused to the Bank due to negligence on our part or by our 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 except charge of STATE BANK OF INDIA, CHEMBUR BRANCH. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There is no are prior Mortgage as could be seen from the Encumbrance Certificate for the period from 1991 - 2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free



from all other encumbrances except charge of STATE BANK OF INDIA, CHEMBUR BRANCH.

6. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower M/s. HOTEL SOUTHSON PVT LTD.
7. We certify that M/s. HOTEL SOUTHSON PVT LTD., has an absolute, clear and Marketable title over the Schedule property/(ies), I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
8. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:
 1. Original Deed of Sale dated 15/02/2018 executed between M/s. SANJONA BUILDERS through its Partner Mr. SUNIL VIDYASAGAR GUPTA referred as "THE VENDOR" of the One Part and M/s. HOTEL SOUTHSON PVT LTD., referred as "THE PURCHASER" of the Other Part duly registered with the Sub-registrar of Assurances at Kurla 2 under Serial no. Kurla 2 - 1827 - 2018.
 2. Original Registration Receipt No. 2074 dated 15/02/2018 issued in the name M/s. HOTEL SOUTHSON PVT LTD., through its Authorized Signatory Mr. KRISHNAN KANNAN NAIKER for amount of Rs. 31,110/-.
 3. Original Deed of Novation dated 11/06/2018 executed between M/s. SANJONA BUILDERS through its Partner Mr. SUNIL VIDYASAGAR GUPTA referred as "FIRST PARTY" of the One Part and M/s. HOTEL SOUTHSON PVT LTD., referred as "SECOND PARTY" of the Second Part and UNION BANK OF INDIA referred as "THIRD PARTY" of the Third Part which duly registered with the Sub-registrar of Assurances at Kurla 4 under Serial no. Kurla 4 - 7037 - 2018.
 4. Original Registration Receipt No. 7877 dated 11/06/2018 in the name of M/s. HOTEL SOUTHSON PVT LTD., through its Authorized Signatory Mr. KRISHNAN KANNAN NAIKER for amount of Rs. 2,100/-.



5. NOC from EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED in favour of STATE BANK OF INDIA.
6. True copy of Board resolution of M/s. HOTEL SOUTHSON PVT. LTD.

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

It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY

Commercial Premises No. G - 1, Admeasuring area 202.80 Sq. Mtrs., Carpet area, Ground floor, B - Wing, Building known as EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED, Chembur, Mumbai - 400071. (Plot No. 11 - A & 12, C. T. S. No. 390B, 390 - B/1 - 3, 389, 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban).

Place: Mumbai

Date: 20/07/2021

Encl:- Search Report

BIJU N. JACOB
Notary Advocate
405, Biryia House,
265, Bazar Gate Street,
Fort, Mumbai - 400 001.

BIJU N. JACOB

BIJU N. JACOB
Advocate High Court

Office Address:

405, Biry House,
265, Bazargate Street,
Fort, Mumbai- 400 001
Email: bijunjacob@gmail.com

Mob: 9930581047

Date: 20/07/2021

Sub: Investigation of title on Commercial Premises No. G – 1, Admeasuring area 202.80 Sq. Mtrs., Carpet area, Ground floor, B – Wing, Building known as EASTERN COURT, SINDHI IMMIGRANTS CO – OPERATIVE HOUSING SOCIETY LIMITED, Chembur, Mumbai – 400071. (Plot No. 11 – A & 12, C. T. S. No. 390B, 390 – B/1 – 3, 389, 389/1, Village – Chembur, Taluka – Kurla, District – Mumbai Suburban).

Dear Sir,

As per your instructions, I have taken the search of above mentioned property at Kurla Sub – Registrar Office from 1991 to 2021 (30 Years). During the course of my search, the following details were found:-

1991 to 2021 at Kurla Registrar Office:-

1991 }

NIL*

2010 }

2011 } Kurla 3 – 3956 – 2011

An entry for Agreement

Date: 13/05/2011

Reg: 13/05/2011

M/s. ARPAN DEVELOPERS

To

M/s. SANJONA BUILDERS

[Schedule:- Plot No. 12, SINDHI IMMIGRANTS CO – OPERATIVE HOUSING SOCIETY LIMITED, C. T. S. No. 389, 389/1, Village – Chembur, Taluka – Kurla, District – Mumbai Suburban.]

2012 }

NIL*

2016 }

2017 } Kurla 5 – 5328 – 2017

An entry for Lease Deed

Date: 11/05/2017

Reg: 11/05/2017



M/s. SANJONA BUILDERS through its Partner Mr. SUNIL VIDYASAGAR GUPTA

To
UNION BANK OF INDIA

[Schedule:- Commercial Premises No. G - 1, Admeasuring area 202.80 Sq. Mtrs., Carpet area, Ground floor, B - Wing, Building known as EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED, Chembur, Mumbai - 400071. (Plot No. 11 - A & 12, C. T. S. No. 390B, 390 - B/1 - 3, 389, 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban)].

2018 } Kurla 2 - 1827 - 2018

An entry for Deed of Sale
Date: 15/02/2018
Reg: 15/02/2018

M/s. SANJONA BUILDERS through its Partner Mr. SUNIL VIDYASAGAR GUPTA

To
M/s. HOTEL SOUTHSON PVT LTD.

[Schedule:- Commercial Premises No. G - 1, Admeasuring area 202.80 Sq. Mtrs., Carpet area, Ground floor, B - Wing, Building known as EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED, Chembur, Mumbai - 400071. (Plot No. 11 - A & 12, C. T. S. No. 390B, 390 - B/1 - 3, 389, 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban).]

2018 } Kurla 4 - 7037 - 2018

An entry for Deed of Novation
Date: 11/06/2018
Reg: 11/06/2018

M/s. SANJONA BUILDERS through its Partner Mr. SUNIL VIDYASAGAR GUPTA

To
M/s. HOTEL SOUTHSON PVT LTD.
To
UNION BANK OF INDIA

[Schedule:- Commercial Premises No. G - 1, Admeasuring area 202.80 Sq. Mtrs., Carpet area, Ground floor, B - Wing, Building known as EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED, Chembur, Mumbai - 400071. (Plot No. 11 - A & 12, C. T. S. No. 390B, 390 - B/1 - 3, 389, 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban).]

2018 } Kurla 3 - 4641 - 2018

An entry for Notice of Intimation
Date: 07/09/2018



Reg: 26/09/2018

M/s. HOTEL SOUTHSOON PVT LTD.
To
STATE BANK OF INDIA, CHEMBUR BRANCH

[Schedule:- Commercial Premises No. G - 1, Admeasuring area 202.80 Sq. Mtrs., Carpet area, Ground floor, B - Wing, Building known as EASTERN COURT, SINDHI IMMIGRANTS CO - OPERATIVE HOUSING SOCIETY LIMITED, Chembur, Mumbai - 400071. (Plot No. 11 - A & 12, C. T. S. No. 390B, 390 - B/1 - 3, 389, 389/1, Village - Chembur, Taluka - Kurla, District - Mumbai Suburban).]

2019 }

NIL*

2021 }

Note: *this sign indicates that SPT- Subject to Some Pages Torn. In the office of the Sub-Registrar most of the records (Index II) Manual Record found in torn and mutilated condition, so there is a chance of Manual Mistake.

Yours Truly,

Biju N. Jacob

BIJU N. JACOB
Notary Advocate
405, Biryah House,
265 Bazar Gate Street,
Fort, Mumbai - 400 001.

2-7-2

स्टेट बैंक ऑफ इंडिया/State Bank of India
Dak Receive

10 NOV 2021



CHALLAN
MTR Form Number-6

GRN	MH003861383202122E	BARCODE			Date	20/07/2021-14:47:32		Form ID	
Department					Inspector General Of Registration				
Type of Payment					Payer Details				
Search Fee					TAX ID / TAN (If Any)				
Other Items					PAN No.(If Applicable)				
Office Name					Full Name				
KRL4_JT SUB REGISTRAR KURLA NO 4					BIJU N JACOB				
Location					Flat/Block No.				
MUMBAI									
Year					Premises/Building				
2021-2022 From 01/01/1991 To 20/07/2021									
Account Head Details				Amount In Rs.	Road/Street				
0030072201 SEARCH FEE				750.00					
					Area/Locality				
					FORT				
					Town/City/District				
					PIN				
					4 0 0 0 0 1				
					Remarks (If Any)				
					Commercial Premises No G 1 B Building EASTERN COURT SINDHI				
					IMMIGRANTS CHSL Chembur				
					Amount In				
					Seven Hundred Fifty Rupees Only				
Total				750.00	Words				
Payment Details					FOR USE IN RECEIVING BANK				
PUNJAB NATIONAL BANK									
Cheque-DD Details					Bank CIN	Ref. No.	03006172021072000523	323058209	
Cheque/DD No.					Bank Date	RBI Date	20/07/2021-14:50:36	Not Verified with RBI	
Name of Bank					Bank-Branch		PUNJAB NATIONAL BANK		
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 दस्तांसाठी लागू नाही.

भारतीय स्टेट बँक
State Bank of India
डायमंड गार्डन (चेम्बूर) शाखा / Diamond Garden (Chembur) Br.
24 NOV 2021
डाक प्राप्त
DAK RECEIVED