



Rekha Nair & Associates

Advocates & Legal Consultants

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Ref. No:- RN/SBI-BRB/KKCL-4

December 30, 2024

To,
State Bank of India,
Backbay Reclamation Branch,
Tulsiani Chambers, First Floor,
Free Press Journal Marg, Nariman Point,
Mumbai-400021.

Dear Sir/Madam,

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, Backbay Reclamation Branch, Nariman Point, Mumbai.
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	As per instructions from State Bank of India Backbay Reclamation Branch, Nariman Point, Mumbai.
	c	Name of the Borrower.	M/s. Kishor Kalyanji Corp LLP
2	a	Type of Loan	--
	b	Type of property	Residential Flat
3	a	Name of the unit/concern/ company/ person offering the property/(ies) as security.	Jesal Ashit Chheda and Ashit Kishore Chheda
	b	Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	Individuals
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Guarantors



4	a	Value of Loan (Rs. in crores)	--
5		Complete or full description of the immovable property/ (ies) offered as security including the following details.	Flat No. 4005 admeasuring 1226 Sq. ft. RERA Carpet area on the 40 th Floor along with 2 car parking space in the building known as "Ruparel Ariana" situated on land bearing C.S. No. 177 (P) and un-numbered slum plot of Dadar Naigaon Division in Sewree Wadala Estate Scheme No 57 in F/S ward of MCGM, in the Registration District and Sub-District of Mumbai City situated at Parel Bhoiwada, Jerbai Wadia Road, Parel, Mumbai 400012.
	a	Survey No.	C.S. No. 177 (P)
	b	Door/House no. (in case of house property)	Flat No.4005
	c	Extent/ area including plinth/ built up area in case of house property	Area admeasuring 1226 sq. ft. RERA carpet area
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Dadar Naigaon Division, in Registration District and Sub-District of Mumbai City.
6	a	Particulars of the documents scrutinized serially and chronologically.	Mentioned herein below.
	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 below.



Sr. No.	Date	Name/ Nature of document	Original/ certified copy/ certified extract/ photocopy etc.	In case of copies, whether the original was scrutinized by the advocate.
1.	16.12.2020	Agreement for Sale dated 16.10.2020 executed between M/s. Shree Sukhakarta Developers Private Limited, therein referred to as 'Promoter' and Jesal Ashit Chheda and Ashit Kishore Chheda, therein referred to as 'Allottee' duly registered under registration No. BBE5-6564-2020 dated 16.10.2020 by the Sub-Registrar Mumbai City-5	Certified Copy	No
2	16.10.2020	Registration Receipt No.6910, dated 16.10.2020 duly registered by Sub-Registrar Mumbai City-5.	Photocopy	No
3	---	RERA Certificate No. P51900003250	Photocopy	No
4.	22.01.2019	Revised Letter of Intent dated 22.01.2019 bearing ref no. SRA/ENG/1596/FS/ML/LOI issued by Slum Rehabilitation Authority.	Photocopy	No
5.	13.03.2013	Intimation of Approval dated 13.03.2013 bearing ref no. SRA/ENG/2987/FS/ML/AP issued by Slum Rehabilitation Authority.	Photocopy	No
6.	16.04.2015	Commencement Certificate dated 16.04.2015 bearing ref no. SRA/ENG/2987/FS/ML/AP issued by Slum Rehabilitation Authority.	Photocopy	No
7.	24.12.2020	Amended Plan cum Part Occupation Certificate dated 24.12.2020 bearing ref no. SRA/ENG/2987/FS/ML/AP issued by Slum Rehabilitation Authority	Photocopy	No



	8.	25.01.2013	Title Certificate dated 25.01.2013 issued by Preeti Brahmania, Advocate and Legal Consultant.	Photocopy	No
	9.	13.03.2019	Registered Power of Attorney dated 13.03.2019 executed by Mr. Amit M. Ruparel, Partner of Shree Sukhakarta Developers Private Limited in favor of Mr. Sameer Ashok Khade and Other duly registered under Serial No. BBE2-3025-2019 at Sub Registrar Mumbai City-2 on 13.03.2019.	Photocopy	No
	10.	09.10.2020	Specific Power of Attorney dated 09.10.2020 executed by Mr. Ashit Chheda in favor of Jesal Ashit Chheda duly registered under Serial No. TNN6-7633-2020 at Sub Registrar Thane-6 on 09.10.2020.	Photocopy	No
	11.	--	Property Card	Photocopy	No
	12.	26.09.2024	Electricity Bill dated 26.09.2024 issued by BEST in favor of Jesal Ashit Chheda and Ashit Kishore Chheda.	Photocopy	No
7	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.) (HL: If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)			Yes, obtained.



	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? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	Yes
8	a	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes, online records available from 2002.
	b	If such online/ computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes, verification made on Index II.
	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?	Yes, the genuineness of the stamp paper is possible to get verified from online portal since the Stamp Duty is paid through official Government portal.
	d	Whether proper registration of documents completed. Details thereof to be provided.	Yes
9	a	Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar of Assurances at Mumbai City
	b	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub- registrar/ district registrar/ registrar- general. If so, please name all such offices?	Sub-Registrar of Assurances at Mumbai City
	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	No



		title documents in respect of the property in question?	
10	a	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.	Annexed as Annexure-1
	b	Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	No
	c	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/ procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not applicable
11	a	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Ownership Rights
		If Ownership Rights,	Yes
	a	Details of the Conveyance Documents	Agreement for Sale dated 16.10.2020 duly registered under registration No. BBE5-6564-2020 dated 16.10.2020 by the Sub-Registrar Mumbai City-5
	b	Whether the document is properly stamped.	Yes
	c	Whether the document is properly registered.	Yes, Agreement is registered.



		If leasehold, whether;	Not Applicable
	a	The Lease Deed is duly stamped and Registered	Not Applicable
	b	The lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c	duration of the Lease/unexpired period of lease,	Not Applicable
	d	if, a sub-lease, check the lease deed in favour 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
		If Govt. grant/ allotment/ Lease-cum/Sale Agreement/ Occupancy/ Inam Holder/ Allottee etc, whether;	No
	a	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable
	b	the mortgagor is competent to create charge on such property?	Not Applicable
	c	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not Applicable
		If occupancy right, whether;	Not Applicable
	a	Such right is heritable and transferable,	Not Applicable
	b	Mortgage can be created.	Not Applicable
12		Has the property been transferred by way of Gift/ Settlement Deed	No
	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	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not Applicable
	d	The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	e	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	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
13		Has the property been transferred by way of partition / family settlement deed	No
	a	whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	b	Whether mutation has been effected	Not Applicable
	c	Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not Applicable
	e	In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/ complied with.	Not Applicable
	f	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



14	Whether the title documents include any testamentary documents /wills?	No
a	In case of wills, whether the will is registered will or unregistered will?	Not Applicable
b	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
c	Whether the property is mutated on the basis of will?	Not Applicable
d	Whether the original will is available?	Not Applicable
e	Whether the original death certificate of the testator is available?	Not Applicable
f	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable
g	Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	Not Applicable
15	Whether the property is subject to any wakf rights/ belongs to church/ temple or any religious/ other institutions	No
a	any restriction in creation of charges on such properties?	Not Applicable
b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
16	a Where the property is a HUF/ joint family property?	No
b	Whether 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



	c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
17	a	Whether the property belongs to any trust or is subject to the rights of any trust?	No
	b	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	c	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	d	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
18		Is the property an Agricultural land	No
	a	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
19	a	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone	No



		Regulations, Environmental Clearance, etc.)?	
	b	Additional aspects relevant for investigation of title as per local laws.	None
20	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
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	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
22	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No
	b	Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not Applicable
23	a	Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC),	No



		Articles of Association /provision for common seal etc.	
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	Yes
	b/2	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)?	Yes, ROC Search conducted for Vendor company.
	b/3	Whether the above search of charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)?	Not Applicable
	b/4	If the search reveals encumbrances/ charges, whether such charges/ encumbrances have been satisfied?	Not Applicable
24		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
25	A	Whether any POA is involved in the chain of title during the period of search?	Yes
	b	Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum- Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	No



c	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/ Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, 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>1. Registered Power of Attorney dated 13.03.2019 executed by Mr. Amit M. Ruparel, Partner of Shree Sukhakarta Developers Private Limited in favor of Mr. Sameer Ashok Khade and Other duly registered under Serial No. BBE2-3025-2019 at Sub Registrar Mumbai City-2 on 13.03.2019.</p> <p>2. Specific Power of Attorney dated 09.10.2020 executed by Mr. Ashit Chheda in favor of Jesal Ashit Chheda duly registered under Serial No. TNN6-7633-2020 at Sub Registrar Thane-6 on 09.10.2020.</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.	Not Applicable
E	<p>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>ii) Whether the POA is a registered one?</p> <p>iii) Whether the POA is a special or general one?</p> <p>iv) Whether the POA contains a specific authority for execution of title document in question?</p>	<p>Photocopy verified</p> <p>Yes</p> <p>Special POA/ General POA</p> <p>Yes</p>
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	POA was in force and not revoked.



		ascertained from the office of sub-registrar also?)	
	G	Please comment on the genuineness of POA?	It is genuine.
	H	The unequivocal opinion on the enforceability and validity of the POA.	It is valid.
26		Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
27	I.	If the property is a flat/ apartment or residential/ commercial complex	Residential Flat
	A	Promoter's/ Land owner's title to the land/ building;	Yes, Shree Sukhakarta Developers Private Limited has valid development rights.
	B	Development Agreement/Power of Attorney;	As per Annexure-1
	c	Extent of authority of the Developer/builder;	M/s. Shree Sukhakarta Developers Private Limited has valid Development Rights and are entitled to sell flats on ownership basis to the prospective buyers.
	d	Independent title verification of the Land and/or building in question;	Title verification is limited to said Flat.
	e	Agreement for sale (duly registered);	Yes
	f	Payment of proper stamp duty;	Yes, proper stamp duty has been paid.
	g	Requirement of registration of sale agreement, development agreement, POA, etc.;	Yes, Registered.
	h	Approval of building plan, permission of appropriate/ local authority, etc.;	Yes
	I	Conveyance in favour of Society/ Condominium concerned;	Not Applicable



J	Occupancy Certificate/ allotment letter/ letter of possession;	Amended Plan cum Part Occupation Certificate dated 24.12.2020 bearing ref no. SRA/ENG/2987/FS/ML/AP issued by Slum Rehabilitation Authority.
k	Membership details in the Society etc.;	Society yet to be formed.
l	Share Certificates;	Not Applicable
m	No Objection Letter from the Society;	Not Applicable
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;	Not Applicable
p	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Building is Constructed
q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
II.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	Yes
II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Yes, RERA Certificate No. P51900003250
II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Yes
II.D	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	Yes



		website of Real Estate Regulatory Authority?	
28		Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third-Party claims, Liens etc. and details thereof.	<i>Presently said Project including the said Flat is mortgaged with SBICAP Trustee Company Limited acting as a Security Trustee for LIC Housing Finance Limited by the developer Shree Sukhakarta Developers Private Limited. The said flat is mortgaged with Kotak Mahindra Bank Limited by Ashit Kishore Chheda and Jesal Ashit Chheda.</i>
29		The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	We have conducted search for a period of 30 years from 1994 to 2024 in Sub-Registrar Office, Mumbai City subject to charge of <i>SBICAP Trustee Company Limited (Security Trustee for LIC Housing Finance Limited)</i> and <i>Kotak Mahindra Bank Limited</i> .
30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Band is advised to ascertain the same.
31	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?	Yes, required. However, in the absence of any notice of pendency of any proceedings or demand notice by Income Tax Department, a Declaration cum Indemnity by Mortgagor along with Certificate from a Chartered Accountant to this effect may be taken till the Mortgagors obtain, Certificate u/s 281 of the Income Tax Act 1961.
32	a	Details of RTC extracts/ mutation extracts/ Katha extract pertaining to the property in question.	Nil
	b	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village records?	Yes in the revenue record.
33	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? (The property should be legally accessible through normal carriers to transport goods to factories/ houses, as the case may be).	Yes
34	a	Whether the property can be identified from the following documents, a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
35	a	Whether the documents i.e. Valuation report/ approved sanction plan reflect/ indicate any difference/ discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	Bank is advised to obtain the same.
36	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	b	Property is SARFAESI compliant {Y/N}	Yes
37	a	Whether original title deeds are available for creation of equitable mortgage	Yes



	b	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not Applicable
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	<p>1. In Maharashtra, stamp duty for both Equitable and Registered Mortgage is same i.e. 0.3% of the loan amount. In case of Equitable Mortgage, Notice of Intimation to be filed with the concerned Sub Registrar within 30 days from the creation of equitable mortgage;</p> <p>2. Upon creation of mortgage ROC and CERSAI should be completed within 30 days from the date of creation of mortgage;</p>
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Ashit Kishore Chheda and Jesal Ashit Chheda

Note: In case separate sheets are required, the same may be used, signed and annexed.

Place: Mumbai

Signature of the Advocate
For Rekha Nair & Associates


Rekha Nair
Advocate



Annexure-C
Certificate of title

We have examined the copies of Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and we 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 do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. 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), we hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. **Except for charge in favor of SBICAP Trustee Company Limited (Security Trustee for LIC Housing Finance Limited) and Kotak Mahindra Bank Limited**, there are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1994 to till date pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable) Not applicable.
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name). (Strike out if not applicable) Not applicable.



8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, M/s. Kishor Kalyanji Corp LLP.
9. We certify that Jesal Ashit Chheda and Ashit Kishore Chheda have an absolute, clear and Marketable title over the Schedule property/ (ies) subject to charge in favor of SBICAP Trustee Company Limited (Security Trustee for LIC Housing Finance Limited) and Kotak Mahindra Bank Limited. We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage, subject to above.

Sr. No.	Date	Name & Nature of Document	Original/ Certified Copy/ Photo Copy
i.	16.12.2020	Agreement for Sale dated 16.10.2020 executed between M/s. Shree Sukhakarta Developers Private Limited, therein referred to as 'Promoter' and Jesal Ashit Chheda and Ashit Kishore Chheda, therein referred to as 'Allottee' duly registered under registration No. BBE5-6564-2020 dated 16.10.2020 by the Sub-Registrar Mumbai City-5	Original
ii.	16.10.2020	Registration Receipt No.6910, dated 16.10.2020 duly registered by Sub-Registrar Mumbai City-5.	Original
iii.	24.12.2020	Amended Plan cum Part Occupation Certificate dated 24.12.2020 bearing ref no. SRA/ENG/2987/FS/ML/AP issued by Slum Rehabilitation Authority	Photocopy
iv.	--	Property Card	Photocopy
v.	--	NOC from Promoter for creation of mortgage in respect of the said Flat in favor of Bank.	Original
vi.	Latest	Electricity Bill and Property Tax Bill along with the receipt.	Photocopy




vii.	--	Release letter issued by SBICAP Trustee Company Limited (Security Trustee for LIC Housing Finance Limited).	Original
viii.	--	Release letter issued by Kotak Mahindra Bank Limited.	Original

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY

Flat No. 4005 admeasuring 1226 Sq. ft. RERA Carpet area on the 40th Floor along with 2 car parking space in the building known as "Ruparel Ariana" situated on land bearing C.S. No. 177 (P) and un-numbered slum plot of Dadar Naigaon Division in Sewree Wadala Estate Scheme No 57 in F/S ward of MCGM, in the Registration District and Sub-District of Mumbai City situated at Parel Bhoiwada, Jerbai Wadia Road, Parel, Mumbai 400012.

Yours truly,
For Rekha Nair & Associates


Rekha Nair
Advocate

Place: Mumbai



ANNEXURE-1
TITLE FLOW

Property Description:

Flat No. 4005 admeasuring 1226 Sq. ft. RERA Carpet area on the 40th Floor along with 2 car parking space in the building known as "Ruparel Ariana" situated on land bearing C.S. No. 177 (P) and un-numbered slum plot of Dadar Naigaon Division in Sewree Wadala Estate Scheme No 57 in F/S ward of MCGM, in the Registration District and Sub-District of Mumbai City situated at Parel Bhoiwada, Jerbai Wadia Road, Parel, Mumbai 400012.

Title History:

By virtue of the title documents provided to us, it appears to us as follows:

- a. Municipal Corporation of Greater Mumbai ("MCGM") is the owner of the property being all that piece and parcel of land together with the structures standing thereon admeasuring about 10,602.85 sq. mtrs. or thereabouts bearing Cadastral Survey No. 177 (pt) and un-numbered slum plot of Dadar Naigaon Division in Sewree Wadala Estate Scheme No 57 in F/S ward of MCGM, in the Registration District and Sub-District of Mumbai City situated at Parel Bhoiwada, Jerbai Wadia Road, Parel, Mumbai 400012 ("Property").
- b. Further, said property was occupied by slum dwellers/occupants/tenants who were residing with their respective families in their respective structures / hutments. These slum dwellers/ occupants/tenants formed a society by the name "Mamta Sahakari Gruha Nirman Sanstha. (hereinafter referred to as "the said society").
- c. Further, by a Special General Body Meeting dated 24th September, 2006, the said society vide its Resolution interalia resolved to grant development rights in respect of the said property to M/s. Shree Sukhakarta Developers Private Limited, the development work of the said property, under Regulation No. 33 (10) of the Development Control Regulation for Greater Mumbai 1991.
- d. Further, by Development Agreement dated 30th May, 2006, made and entered into between the M/s. Shree Sukhakarta Developers Private Limited (therein referred to as "the Developers") of the One Part and the said Mamta Sahakari Gruha Nirman Sanstha through its authorized committee members/office bearers (therein referred to as "the society") of the Other Part the society therein agreed to grant all the development rights in respect of the said property to the Developer, for the consideration and on the terms and conditions mentioned therein.



- e. Further, an Irrevocable Power of Attorney dated 30th May, 2006, was executed by the said society in favour of the said M/s. Shree Sukhakarta Developers Private Limited inter alia to obtain various statutory permissions, carry on construction / development works on the said property, to sell the premises to be constructed from the FSI / benefit available and to receive the consideration amount from the sale thereof and to do various acts, deeds, matters and things in respect of the said property on behalf of the said society.
- f. Further, Slum Rehabilitation Authority issued Intimation of Approval (IOA) dated 30th October, 2012 and the amended IOA dated 11th June 2015, both bearing No. SRA/ENG/2726/FS/ML/AP in respect of the Rehab Building on the said property and Intimation of Approval (IOA) dated 13th March, 2013 and the amended IOA dated 11th June 2015, both bearing No. SRA/ENG/2987/FS/ML/AP in respect of the sale building on the said property.
- g. Further, Commencement Certificate dated 16th April, 2015 bearing No. SRA / ENG / 2987 / FS / ML/AP in respect of the Sale Building was issued by Slum Rehabilitation Authority.
- h. Further, M/s. Shree Sukhakarta Developers Private Limited are constructing a rehabilitation building for rehabilitating the slum dwellers and a sale building known as "Ruparel Ariana" over the said Property.
- i. Further, Amended Plan cum Part Occupation Certificate dated 24.12.2020 bearing ref no. SRA/ENG/2987/FS/ML/AP issued by Slum Rehabilitation Authority in respect of the in respect of the Sale Building no.02 up to 31st to 45th Upper Floors on said Property has been obtained.
- j. Further, by an Agreement for Sale dated 16.10.2020 executed between M/s. Shree Sukhakarta Developers Private Limited, therein referred to as 'Promoter' and Jesal Ashit Chheda and Ashit Kishore Chheda, therein referred to as 'Allottees' duly registered under registration No. BBE5-6564-2020 dated 16.10.2020 by the Sub-Registrar Mumbai City-5 the said Promoter have sold, transferred and conveyed the Flat No. 4005 admeasuring 1226 Sq. ft. RERA Carpet area on the 40th Floor in the building known as "Ruparel Ariana" ("Flat") to the said Allottees for the terms and conditions mentioned therein.



- k. Further by M/s. Shree Sukhkarta Developers Private Limited (Mortgagor) has mortgaged the said Property by way of Mortgage Deed to avail loan/financial assistance SBICAP Trustee Company Limited (Mortgagee) acting as a Security Trustee of LIC Housing Finance Limited and extended the said mortgage from time to time and the last such mortgage was extended on 31.08.2021. An Indenture of Mortgage regarding the last extension of mortgage was registered under Serial No. BBE3-11364-2021 by Sub-Registrar- Mumbai City-3 on 08.09.2021.
- l. Further, Ashit Kishore Chheda and Jesal Ashit Chheda has mortgaged the said Flat by way of Deposit of Title Deeds to avail loan/financial assistance from Kotak Mahindra Bank Limited on 04.07.2024. A Notice of Intimation regarding the mortgage was registered under Serial No. BBE3-995-2024 by Sub-Registrar- Mumbai City-2 on 02.08.2024.

OPINION:

Based upon title documents provided to us, we understand that the said Flat was purchased by Ashit Kishore Chheda and Jesal Ashit Chheda through registered deed. We have caused search in the office of Sub Registrar, Mumbai City for a period of 30 years from 1994 to 2024, and have not observed any adverse transaction as per available record except for charge in favor of **SBICAP Trustee Company Limited (Security Trustee for LIC Housing Finance Limited)** and **Kotak Mahindra Bank Limited**.

In view of the above, of Ashit Kishore Chheda and Jesal Ashit Chheda have quiet, vacant and peaceful possession of the said Flat and have acquire/s valid clear, legal, marketable, and free from registered encumbrances, rights to the said Flat except for charge in favor of **SBICAP Trustee Company Limited (Security Trustee for LIC Housing Finance Limited)** and **Kotak Mahindra Bank Limited**.

Signature of the Advocate
For Rekha Nair & Associates


Rekha Nair
Advocate
Place: Mumbai



SEARCH REPORT
At Mumbai City- SUB REGISTRAR OFFICE

1994 **SUBJECT TO PAGES IN LOOSE / TORN/MUTILATED/CONDITION**
TO
2001

2002 **NIL**
To
2017

2018 **Deed of Mortgage**

Date: 03.10.2018
Regn: 03.10.2018

SERIAL NO. BBE3-8235-2018

M/s. Shree Sukhkarta Developers Private Limited and Other

And

SBICAP Trustee Company Limited

SCHEDULE:

Land along with the building standing thereon bearing C.S. No. 177 (P) and un-numbered slum plot of Dadar Naigaon Division in Sewree Wadala Estate Scheme No 57 in F/S ward of MCGM, in the Registration District and Sub-District of Mumbai City situated at Parel Bhoiwada, Jerbai Wadia Road, Parel, Mumbai 400012.

2019 **NIL**

2020 **Agreement for Sale**

Date: 16.10.2020
Regn: 16.10.2020

SERIAL NO. BBE5-6564-2020

M/s. Shree Sukhkarta Developers Private Limited

And



Ashit Kishore Chheda and Jesal Ashit Chheda

SCHEDULE:

Flat No. 4005 admeasuring 1226 Sq. ft. RERA Carpet area on the 40th Floor along with 2 car parking space in the building known as "Ruparel Ariana" situated on land bearing C.S. No. 177 (P) and un-numbered slum plot of Dadar Naigaon Division in Sewree Wadala Estate Scheme No 57 in F/S ward of MCGM, in the Registration District and Sub-District of Mumbai City situated at Parel Bhoiwada, Jerbai Wadia Road, Parel, Mumbai 400012.

2021

Deed of Mortgage

Date: 27.05.2021

SERIAL NO. BBE3-6692-2021

Regn: 07.06.2021

M/s. Shree Sukhkaria Developers Private Limited and Other

And

SBICAP Trustee Company Limited

SCHEDULE:

Land along with the building standing thereon bearing C.S. No. 177 (P) and un-numbered slum plot of Dadar Naigaon Division in Sewree Wadala Estate Scheme No 57 in F/S ward of MCGM, in the Registration District and Sub-District of Mumbai City situated at Parel Bhoiwada, Jerbai Wadia Road, Parel, Mumbai 400012.

Deed of Mortgage

Date: 31.08.2021

SERIAL NO. BBE3-11364-2021

Regn: 08.09.2021

M/s. Shree Sukhkaria Developers Private Limited and Other

And

SBICAP Trustee Company Limited

SCHEDULE:



Land along with the building standing thereon bearing C.S. No. 177 (P) and un-numbered slum plot of Dadar Naigaon Division in Sewree Wadala Estate Scheme No 57 in F/S ward of MCGM, in the Registration District and Sub-District of Mumbai City situated at Parel Bhoiwada, Jerbai Wadia Road, Parel, Mumbai 400012.

2022 Mortgage Deed

Date: 23.09.2022

SERIAL NO. BBE3-17201-2022

Regn: 23.09.2022

M/s. Shree Sukhkarta Developers Private Limited and Other

And

SBICAP Trustee Company Limited

SCHEDULE:

Land along with the building standing thereon bearing C.S. No. 177 (P) and un-numbered slum plot of Dadar Naigaon Division in Sewree Wadala Estate Scheme No 57 in F/S ward of MCGM, in the Registration District and Sub-District of Mumbai City situated at Parel Bhoiwada, Jerbai Wadia Road, Parel, Mumbai 400012.

2023 NIL

2024 Notice of Intimation

Date: 04.07.2024

SERIAL NO. BBE2-995-2024

Regn: 02.08.2024

Ashit Kishore Chheda and Jesal Ashit Chheda

And

Kotak Mahindra Bank Limited

SCHEDULE:

Flat No. 4005 admeasuring 1226 Sq. ft. RERA Carpet area on the 40th Floor along with 2 car parking space in the building known as



"Ruparel Ariana" situated on land bearing C.S. No. 177 (P) and un-numbered slum plot of Dadar Naigaon Division in Sewree Wadala Estate Scheme No 57 in F/S ward of MCGM, in the Registration District and Sub-District of Mumbai City situated at Parel Bhoiwada, Jerbai Wadia Road, Parel, Mumbai 400012.

Remarks:

Above Search Report is subject to Records at Sub-Registrar's Office, in torn/ mutilated/ not filed/ available conditions, for periods mentioned above.



MH009959073202425E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
11 Dec 2024	Receipt	Receipt no.: 1113697119
	Name of the Applicant :	Rekha Nair and Associates
	Details of property of which document has to be searched :	Dist :Mumbai District Village :Dadara-naigaon S.No/CTS No/G.No. : 177
	Period of search :	From :2002 To :2024
	Received Fee :	575
The above mentioned Search fee has been credited to government vide GRN no :MH009959073202425E		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on 'gras.mahakosh.gov.in/challan/views/frmSearchChallanWithOutReg.php'.		





GRN	MH012410077202425E	BARCODE							Date	11/12/2024-14:56:04				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)														
Office Name BOM2_JT SUB REGISTRA MUMBAI CITY 2									Full Name					Rekha Nair and Associates									
Location MUMBAI																							
Year 2024-2025 One Time									Flat/Block No.					Cadastral Survey No. 177 (pt)									
Account Head Details						Amount In Rs.			Premises/Bullding														
0030072201 SEARCH FEE						175.00			Road/Street														
									Area/Locality					Dadara-nalgaon									
									Town/City/District														
									PIN					<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>									
									Remarks (If Any) Search for a period of 7 years i.e. 1994 to 2001														
									Amount In		One Hundred Seventy Five Rupees Only												
Total						175.00			Words														
Payment Details STATE BANK OF INDIA									FOR USE IN RECEIVING BANK														
Cheque-DD Details									Bank CIN		Ref. No.		00040572024121142647					CK00FKANJ7					
Cheque/DD No.									Bank Date		RBI Date		11/12/2024-17:21:15					Not Verified with RBI					
Name of Bank									Bank-Branch				STATE BANK OF INDIA										
Name of Branch									Scroll No. , Date				Not Verified with Scroll										

Department ID : Mobile No. : 9111129495
 NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
 सदर चलन "टायप ऑफ पेमेंट" मध्ये नमूद कारणांसाठीच लागू आहे. इतर कारणांसाठी किंवा नोंदणी न करवयाच्या दस्त्यांसाठी लागू नाही.

