



Rekha Nair & Associates

Advocates & Legal Consultants

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Ref. No:- RN/SBI-BRB/KKCL-6

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	Commercial Unit
3	a	Name of the unit/concern/ company/ person offering the property/(ies) as security.	Mr. Ashit Kishorechandra Chheda and Mrs. Jesal Ashit 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.	Commercial Office Unit No. 408 admeasuring 451.23 Sq. ft. equivalent to 41.92 sq. mtrs. Carpet area and in addition thereto the right to exclusively access an area approved as sunk area within the said Unit and which is accessible only through the said Unit admeasuring 148.01 Sq. ft equivalent to 13.75 square meters total admeasuring 599.23 sq. ft. area on the 4 th Floor in the building known as "Parinee- i" situated on land bearing CTS Nos. 844/8 and road portion bearing CTS No. 844/54(part) of Village Ambivali, Taluka Andheri (W), Plot No.7-A, Shah Industrial Estate, Off, Veera Desai Marg, Andheri West, Mumbai-400 053, in the Registration Sub-District of Mumbai Suburban.
	a	Survey No.	CTS Nos. 844/8 and CTS No. 844/54(part)
	b	Door/House no. (in case of house property)	Commercial Office Unit No. 408
	c	Extent/ area including plinth/ built up area in case of house property	Area admeasuring 451.23 Sq. ft. equivalent to 41.92 sq. mtrs. Carpet area and in addition thereto the right to exclusively access an area approved as sunk area within the said Unit and which is accessible only through the said Unit admeasuring 148.01 Sq. ft equivalent to 13.75 square meters total admeasuring 599.23 sq. ft. area
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Village Ambivali, Taluka Andheri in the Registration Sub-District of Mumbai Suburban.
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.	12.05.2023	Agreement for Sale dated 12.05.2023 executed between M/s. Parinee Realty Private Limited, therein referred to as 'Promoter' and Mr. Ashit Kishorechandra Chheda and Mrs. Jesal Ashit Chheda, therein referred to as 'Purchasers' duly registered under registration No. BDR4-4540-2023 dated 12.05.2023 by the Sub-Registrar Andheri-2.	Certified Copy	No
2.	12.05.2023	Registration Receipt No. 4988 dated 12.05.2023 issued by the Sub-Registrar Andheri-2.	Photocopy	No
3.	---	RERA Certificate No. P51800001904	Photocopy	No
4.	15.07.2014	Revised Letter of Intent dated 15.07.2014 bearing ref no. SRA/DDTP/0072/PN/PL/LOI issued by Slum Rehabilitation Authority.	Photocopy	No
5.	12.12.2012	Intimation of Approval dated 12.12.2012 bearing ref no. SRA/DDTP/662/KW/PL/AP issued by Slum Rehabilitation Authority.	Photocopy	No



	6.	09.07.2015	Commencement Certificate dated 07.07.2015 bearing ref no. SRA/DDTP/662/KW/PL/AP issued by Slum Rehabilitation Authority.	Photocopy	No
	7.	02.11.2023	Part Occupancy Certificate dated 02.11.2023 bearing ref no. SRA/DDTP/662/KW/PL/AP issued by Slum Rehabilitation Authority.	Photocopy	No
	8.	12.02.2016	Title Certificate dated 12.02.2016 issued by Padiyar & Co, Advocate and Legal Consultants.	Photocopy	No
	9.	--	Floor Plan	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 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 offices?	Sub-Registrar of Assurances at Andheri
	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?	No
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	No



		mandatory. (Separate Sheets may be used)	
	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 12.05.2023 duly registered under registration No. BDR4-4540-2023 dated 12.05.2023 by the Sub-Registrar Andheri-2.
	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 Regulations, Environmental Clearance, etc.)?	No
	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?	We have found a litigation in RERA. However, no lis pendency has been filed for the same with the concerned SRO.
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No the litigation would not affect the title of the current flat owner.



	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), Articles of Association /provision for common seal etc.	No
	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?	No
	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
	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).	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.	Not Applicable



	E	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? 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
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	Commercial Office Unit
	A	Promoter's/ Land owner's title to the land/ building;	As per Annexure-1



B	Development Agreement/Power of Attorney;	As per Annexure-1
c	Extent of authority of the Developer/builder;	As per Annexure-1
d	Independent title verification of the Land and/or building in question;	Title verification is limited to said Unit.
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;	Part Occupancy Certificate dated 02.11.2023 bearing ref no. SRA/DDTP/662/KW/PL/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 under construction.
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. P51800001904
	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 website of Real Estate Regulatory Authority?	Yes
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 Flat is mortgaged with Kotal Mahindra Bank Limited.</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, Andheri and found charge of <i>Kotal 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?	Yes
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.	Not Provided
	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.	Mr. Ashit Kishorechandra Chheda and Mrs. 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 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 Mr. Ashit Kishorechandra Chheda and Mrs. Jesal Ashit Chheda have an absolute, clear and Marketable title over the Schedule property/ (ies) subject to **charge in favor of 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.	12.05.2023	Agreement for Sale dated 12.05.2023 executed between M/s. Parinee Realty Private Limited, therein referred to as 'Promoter' and Mr. Ashit Kishorechandra Chheda and Mrs. Jesal Ashit Chheda, therein referred to as 'Purchasers' duly registered under registration No. BDR4-4540-2023 dated 12.05.2023 by the Sub-Registrar Andheri-2.	Original
ii.	12.05.2023	Registration Receipt No. 4988 dated 12.05.2023 issued by the Sub-Registrar Andheri-2.	Original
iii.	02.11.2023	Part Occupancy Certificate dated 02.11.2023 bearing ref no. SRA/DDTP/662/KW/PL/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 / No dues Letter issued by Kotak	Original



		Mahindra Bank Limited.	
--	--	------------------------	--

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

Commercial Office Unit No. 408 admeasuring 451.23 Sq. ft. equivalent to 41.92 sq. mtrs. Carpet area and in addition thereto the right to exclusively access an area approved as sunk area within the said Unit and which is accessible only through the said Unit admeasuring 148.01 Sq. ft equivalent to 13.75 square meters total admeasuring 599.23 sq. ft. area on the 4th Floor in the building known as "Parinee- i" situated on land bearing CTS Nos. 844/8 and road portion bearing CTS No. 844/54(part) of Village Ambivali, Taluka Andheri (W), Plot No.7-A, Shah Industrial Estate, Off, Veera Desai Marg, Andheri West, Mumbai-400 053, in the Registration Sub-District of Mumbai Suburban.

Yours truly,
For Rekha Nair & Associates


Rekha Nair
Advocate

Place: Mumbai



ANNEXURE-1
TITLE FLOW

Property Description:

Commercial Office Unit No. 408 admeasuring 451.23 Sq. ft. equivalent to 41.92 sq. mtrs. Carpet area and in addition thereto the right to exclusively access an area approved as sunk area within the said Unit and which is accessible only through the said Unit admeasuring 148.01 Sq. ft equivalent to 13.75 square meters total admeasuring 599.23 sq. ft. area on the 4th Floor in the building known as "Parinee- i" ("Unit") situated on land bearing CTS Nos. 844/8 and road portion bearing CTS No. 844/54(part) of Village Ambivali, Taluka Andheri (W), Plot No.7-A, Shah Industrial Estate, Off, Veera Desai Marg, Andheri West, Mumbai-400 053, in the Registration Sub-District of Mumbai Suburban.

Title History:

By virtue of the title documents and Title Certificate issued by Padiyar & Co provided to us, it appears to us as follows:

- a. Mema Engineers and Contractors Private Limited (hereinafter referred to as "Owner") were owner of large piece of land at Village Ambivali, bearing Survey No. 111-D(Part), corresponding CTS No. 844(part), lying, being and situated at Off. Andheri Versova Road, Andheri (West), Mumbai, within the registration Sub-District of Bandra and District Mumbai Suburban admeasuring in aggregate approximately 55 acres. The said Owner has sub- divided the said larger plot of land into various smaller plots.
- b. Further, it is observed that the said sub-division and layout of the said larger plot of land by the Owners has been duly approved by the Municipal Corporation of Greater Bombay as well as the Collector of Bombay Suburban District. Out of various small plots of land one small plot of land being Plot No. 7 has been further sub-divided into two parts being Plot No. 7 and 7A and layout plan of the said small plot of land dividing the said plot into two parts has been duly approved by the Municipal Corporation of Greater Mumbai and Collector of Bombay Suburban District on 07.08.1998 and also by the Collector of Bombay Suburban District. However, while approving division of the said small plot No. 7 into two parts, the plot No.7A has been allotted a new number being Plot No. 8 admeasuring 2893.2 sq. mtrs. or thereabout corresponding to CTS No. 844/8 and the internal roads corresponding to CTS No. 844/54.
- c. Further, observed by an Agreement dated 21.08.1973 executed between M Electrical and Mechanical Appliances Pvt. Limited (now known as Mema Engineers & Contractors Private Limited) as the Lessors and Industrial Laundry & Dry-Cleaning Equipment Company Private Limited as the Lessees, the said Lessors agreed to grant a lease in respect of a plot of vacant land being Original Plot No. 7A admeasuring in an aggregate



approximately 3431 sq. yds. equivalent to 2866 sq. mtrs. or thereabouts and new allotted number being new plot No. 8, admeasuring 2893 sq. mtrs. or thereabouts forming part of the said larger plot of land at village Ambivali, bearing Survey No. 111-D(part), Corresponding CTS No. 844 and lying, being and situated at Off. Andheri Versova Road, Andheri (West), Mumbai, within the registration Sub- District of Bandra and District Mumbai Suburban for the term of 98 years with the option of renewal for terms and conditions therein.

- d. Further, it is observed that by an Indenture of Conveyance dated 04th September, 2000, executed between Mema Engineers & Contractors Private Limited as the "Vendors" of the One Part and Industrial Laundry & Dry Cleaning Equipment Company Private Limited as the "Purchasers" of the other part duly registered under serial No. BBJ-9278-2000 by Sub-Registrar Mumbai, the said Vendors sold and transferred a plot of land bearing original Plot No.7A admeasuring 2866 square meters or thereabouts and new allotted number being Plot No. 8 admeasuring 2893.2 square meters or thereabouts situate lying and being at Veera Desai Road bearing Survey No.111 D (part) of Village Ambivali and corresponding C.T.S. No.844 (part), Taluka Andheri in the Mumbai Suburban District (hereinafter referred to as "the First Plot") in favor of Purchasers for terms and conditions mentioned therein.
- e. Further, it is observed that by an Indenture of Conveyance dated 22nd July, 2010, executed between Mema Engineers & Contractors Private Limited as the "Vendors" of the One Part and Industrial Laundry & Dry Cleaning Equipment Company Private Limited as the "Purchasers" of the other part duly registered under serial No. BDR-1-9163-2010 by Sub-Registrar Mumbai on 06.08.2010, the said Vendors sold and transferred portion of the road admeasuring 1119.76 square meters and TS No.844/54 (pt), situate at Village Ambivali, Taluka Andheri in the Mumbai Suburban District (hereinafter referred to as "the Second Plot") in favor of Purchasers for terms and conditions mentioned therein.
- f. Thus, Industrial Laundry & Dry Cleaning Equipment Company Private Limited became the Owner of First Plot and Second Plot (hereinafter collectively referred to as said "Property") total admeasuring 4012.96 sq. mtrs.
- g. Further, by an Order passed by the Hon'ble High Court of Judicature at Bombay dated 15th April, 2011, Industrial Laundry & Dry Cleaning Equipment Company Private Limited stood amalgamated with the Parinee Realty Private Limited ("Promoter") under sections 391 to 394 of the Companies Act, 1956. Thus, the said Property stood vested in and now belongs to the Promoter.
- h. Further, by and under an Agreement, (hereinafter referred to as "the said Ashish Agreement") between one M/s. Ashish Enterprises, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 (hereinafter referred to as "Ashish") of the one part and the Promoter of the other part, Ashish shall grant development right



in respect of the land bearing CTS Nos. 19C, 20B (pt), 20C, 21B, 21C, 22A, 25D lying being and situate at Village Malad East, Taluka Borivali in the Registration District and Sub-District of Mumbai Suburban and admeasuring about 9,630 square meters (hereinafter referred to as "Ashish Property") to and in favour of the Promoter for terms and conditions mentioned therein.

- i. As per the terms of the said Ashish Agreement, the Promoter would be developing the said Property by clubbing the scheme of development of the said Property with the scheme of redevelopment of Ashish Property, under the provisions of Regulation 33 (14) (D) of Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as "DCR"), through the Slum Rehabilitation Authority (hereinafter referred to as "the SRA") as the planning authority, under which the Promoter has proposed to shift the tenements for the permanent transit camps (which are to be handed over by the Promoter to the SRA), (hereinafter referred to as "PTC") tenements or tenements for allotment to project affected persons (hereinafter referred to as "PAP") that were to be earlier constructed on the said Property to Ashish Property and accordingly the quantum of free sale component available for construction on the said Property would stand increased.
- j. Further, the Promoter made applications to the Slum Rehabilitation Authority (hereinafter referred to as "the SRA") under the provisions of Regulation 33 (14) (D) of the DCR for development on the said Property, the SRA has issued a letter of intent dated 04.12.2012 bearing number SRA/DDTP/0072/PN/PL/LOI for construction of sale building on the said Property.
- k. Further, Slum Rehabilitation Authority has issued Intimation of Approval (IOA) dated 12th December, 2012 bearing number SRA/DDTP/662/KW/PL/AP in respect of the sale building to be constructed on the said property.
- l. Further, Commencement Certificate dated 9th July, 2015 bearing No. SRA / ENG / 2987 /FS/ML/AP in respect of the Sale Building was issued by Slum Rehabilitation Authority.
- m. Further, the Promoters are constructing a building known as "Parinee-i" over the said Property.
- n. Further, by an Agreement for Sale dated 12.05.2023 executed between M/s. Parinee Realty Private Limited, therein referred to as 'Promoter' and Mr. Ashit Kishorechandra Chheda and Mrs. Jesal Ashit Chheda, therein referred to as 'Purchasers' duly registered under registration No. BDR4-4540-2023 dated 12.05.2023 by the Sub-Registrar Andheri-2 the said Promoter have sold, transferred and conveyed said Flat to the said Purchasers for the terms and conditions mentioned therein.




- o. Further, Part Occupancy Certificate dated 02.11.2023 bearing ref no. SRA/DDTP/662/KW/PL/AP issued by Slum Rehabilitation Authority in respect of Sale Building consisting of 2 nos. of Basement + Lower Ground + Upper Ground + 12th upper floors.
- p. Further, Mr. Ashit Kishorechandra Chheda and Mrs. Jesal Ashit Chheda has mortgaged the said Unit by way of Deposit of Title Deeds to avail loan/financial assistance from Kotak Mahindra Bank Limited on 30.09.2023. A Notice of Intimation regarding mortgage was registered under Serial No. BDR17-1976-2023 by Sub-Registrar-Andheri-6 on 09.10.2023.

OPINION:

Based upon title documents provided to us, we understand that the said Unit was purchased by Mr. Ashit Kishorechandra Chheda and Mrs. Jesal Ashit Chheda through registered deed. We have caused search in the office of Sub Registrar, Andheri 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 **Kotak Mahindra Bank Limited**.

In view of the above, of Mr. Ashit Kishorechandra Chheda and Mrs. Jesal Ashit Chheda have quiet, vacant and peaceful possession of the said Unit and have acquire/s valid clear, legal, marketable, and free from registered encumbrances, rights to the said Unit except for charge in favor of **Kotak Mahindra Bank Limited**.

Signature of the Advocate
For Rekha Nair & Associates


Rekha Nair
Advocate
Place: Mumbai



SEARCH REPORT
At Andheri- SUB REGISTRAR OFFICE

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

2002 **NIL**
To
2009

2010 **Indenture of Conveyance**

Date: 22.07.2010
Regn: 06.08.2010

SERIAL NO. BDR-1-9163-2010

Mema Engineers & Contractors Private Limited

And

Industrial Laundry & Dry Cleaning Equipment Company Private
Limited

SCHEDULE:

Portion of the road admeasuring 1119.76 square meters and TS
No.844/54 (pt), situate at Village Ambivali, Taluka Andheri in the
Mumbai Suburban District

2011 **NIL**
To
2022

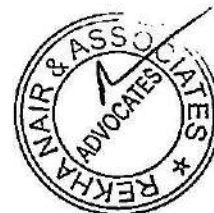
2023 **Agreement for Sale**

Date: 12.05.2023
Regn: 12.05.2023

SERIAL NO. BDR4-4540-2023

M/s. Parinee Realty Private Limited

And



Mr. Ashit Kishorechandra Chheda and Mrs. Jesal Ashit Chheda

SCHEDULE:

Commercial Office Unit No. 408 total admeasuring 599.23 sq. ft. area on the 4th Floor in the building known as "Parinee- i" ("Unit") situated on land bearing CTS Nos. 844/8 and road portion bearing CTS No. 844/54(part) of Village Ambivali, Taluka Andheri (W), Plot No.7-A, Shah Industrial Estate, Off, Veera Desai Marg, Andheri West, Mumbai-400 053, in the Registration Sub-District of Mumbai Suburban

Mortgage by way of Deposit of Title Deeds

Date: 30.09.2023

SERIAL NO. BDR17-1976-2023

Regn: 09.10.2023

Mr. Ashit Kishorechandra Chheda and Mrs. Jesal Ashit Chheda

And

Kotak Mahindra Bank Limited

SCHEDULE:

Commercial Office Unit No. 408 total admeasuring 599.23 sq. ft. area on the 4th Floor in the building known as "Parinee- i" ("Unit") situated on land bearing CTS Nos. 844/8 and road portion bearing CTS No. 844/54(part) of Village Ambivali, Taluka Andheri (W), Plot No.7-A, Shah Industrial Estate, Off, Veera Desai Marg, Andheri West, Mumbai-400 053, in the Registration Sub-District of Mumbai Suburban

2024

NIL

Remarks:

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



MH012425934202425E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
12 Dec 2024	Receipt	Receipt no.: 1113796896
	Name of the Applicant :	Rakha Nair and Associates
	Details of property of which document has to be searched :	Dist :Mumbai Sub-urban District Village :Ambivalli S.No/CTS No/G.No. : 844
	Period of search :	From :2002 To :2024
	Received Fee :	575
The above mentioned Search fee has been credited to government vide GRN no :MH012425934202425E		
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 '.		





CHALLAN
MTR Form Number-6



GRN	MH012481866202425E	BARCODE	12 12 2024 15:19:16		Date	12/12/2024-15:19:16	Form ID
Department				Inspector General Of Registration			
Search Fee				Payer Details			
Type of Payment				Other Items			
Office Name				BDR4__JT SUB REGISTRAR ANDHERI 2			
Location				MUMBAI			
Year				2024-2025 One Time			
Account Head Details				Amount In Rs.			
0030072201 SEARCH FEE				175.00			
Flat/Block No.				CTS No. 844			
Premises/Building							
Road/Street							
Area/Locality				Ambivall			
Town/City/District							
PIN							
Remarks (If Any)				Search for a period of 7 years i.e. 1994 to 2001			
Amount In				One Hundred Seventy Five Rupees Only			
Words							
Total				175.00			
Payment Details				STATE BANK OF INDIA			
Cheque-DD Details				FOR USE IN RECEIVING BANK			
Bank CIN				Ref. No.			
00040572024121298765				CK00FKOZN4			
Bank Date				RBI Date			
12/12/2024-17:24:08				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
खदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करवयाच्या दस्त्यासाठी लागू नाही.

