



Rekha Nair & Associates

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Ref. No:- RNA/SBI-BRB/KKCL/09

December 30, 2024

The Deputy General Manager
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 under the cover of the documents tendered for scrutiny	As per instructions from State Bank of India Backbay Reclamation Branch, Nariman Point, Mumbai.
	c) Name of the Borrowers.	M/s. Kishor Kalyanji Corp LLP
2.	a) Type of Loan	--
	b) Type of property	Shop cum Godown
3.	a) Name of the Unit/ Concern/ Company/ person offering the property/(ies) as security.	M/s. Kishorchandra Kalyanji & Co.
	b) Constitution of the unit/concern/person offering the property for creation of charge.	Partnership Firm
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.	Guarantors
4.	Value of Loan (Rs. in crores)	--
5.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Shop-cum-Godown No. 12 in Block No. K admeasuring 167.80 Sq. Mtrs. or thereabouts on Ground Floor and Mezzanine floor of the building situated on land known as Plot No.2 in Sector 19 out of Gat No.796 in the Revenue Village of Turbhe, Taluka and District Thane.



	a) Survey No.	Gat No.796			
	b) Door no. (in case of house property)	Shop-Cum-Godown No. 12 in Block No. K			
	c) Extent/ area including plinth/ built up area in case of house property	Area admeasuring about 167.80 sq. Mtrs.			
	d) Locations like name of the place, village, city, registration, sub-district etc.	Village of Turbhe, Taluka and District Thane.			
6.	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/Nature of Document	Original/ Certified Photocopy/ true copy	In case of copies, whether the original was scrutinized by the advocate.
	1.	23.12.1992	Indenture of Lease dated 23.12.1992 executed between The Bombay Agriculture Produce Market Committee therein referred to as "Committee" of the First Part and M/s. Kishorchandra Kalyanji & Co. therein referred to as "Sub-Lessee" of the Second Part and The Grain, Rice and Oilseeds Merchants' Association therein referred to as "The Association" as the Third Party, duly registered under Serial No. TNN3-4053-1992 dated 30.01.1993 at Sub Registrar Thane-3.	Certified Copy	Not Applicable
	2.	24.10.2024	Electricity Bill dated 24.10.2024 issued by MSEDCL in the name of M/s. Kishorchandra Kalyanji & Co.	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				



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
b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	We have cross checked and nothing adverse observed.
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?	Genuineness of the stamp paper is not possible to get verified from any online portal since stamp duty is paid in offline mode by franking on the Title Document.
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 Thane
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 Thane
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?	Not Applicable.
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. 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)	<u>As per Annexure-3.</u>



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.	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.	No Minor's interest involved.
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.)	Lease Hold Rights
	If Ownership Rights,	
a	Details of the Conveyance Documents	No
b	Whether the document is properly stamped.	Not Applicable
c	Whether the document is properly registered.	Not Applicable
	If leasehold, whether;	Yes
a	The Lease Deed is duly stamped and registered	Yes
b	The lessee is permitted to mortgage the Leasehold right,	Yes, prior consent of The Bombay Agriculture Produce Market Committee is to be obtained.
c	Duration of the Lease/unexpired period of lease,	60 Years/28 Years
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.	Yes
e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	No
f	Right to get renewal of the leasehold rights and nature thereof.	Yes
	If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;	Not Applicable
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;	No



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 mortgage able 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	Where the property is a HUF/joint family property?	No
a	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.	Whether the property belongs to any trust or is subject to the rights of any trust?	No
a	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
b	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
c	Requirements, if any for creation of mortgage as	Not Applicable
d		



	per the central/state laws applicable to the trust in the matter.	
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?	No
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.	Whether the property is affected by any local	No
a	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, Costal Zone Regulations, Environmental Clearance, etc.)?	
b	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
20.	Whether the property is subject to any pending	No
a	or proposed land acquisition proceedings?	
b	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	No
21.	Whether the property is involved in or subject	No
a	matter of any litigation which is pending or concluded?	
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?	Yes
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?	Yes
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.	Not Applicable
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) ?	Not Applicable
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



	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
c	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
d	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
e	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
f	Please comment on the genuineness of POA?	Not Applicable
g	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.	If the property is a flat/apartment or residential/commercial complex	It is a Shop Cum Godown
a	Promoter's/Land owner's title to the land/building;	Leasehold land
b	Development Agreement/Power of Attorney;	Not Applicable
c	Extent of authority of the Developer/builder;	Not Applicable
d	Independent title verification of the Land and/or building in question;	Title verification is limited to the Shop Cum Godown
e	Agreement for sale (duly registered);	Yes, duly registered



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.;	Not Available
i	Conveyance in favour of Society/ Condominium concerned;	Not Applicable
j	Occupancy Certificate/allotment letter/letter of possession;	Not Available
k	Membership details in the Society etc.;	Not Available
l	Share Certificates;	Not Available
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;	After creation of mortgage Bank's charge is to be noted in the records of APMC.
p	If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	No
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?	Not Applicable.
II. B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not Applicable.
II. C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable.
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?	Not Applicable.
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.	The Shop cum Godown is mortgaged with Kotak Mahindra Bank Limited.



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.	Not Applicable. We have taken search with the Sub-Registrar Office at Thane for the period of 30 years from 1994 to 2024 where we have found that the subject property is mortgaged with Kotak Mahindra Bank Limited.
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 Mortgagor obtains, 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.	Not Applicable
b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes, in Revenue records.
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, the property can be identified from electricity bill and no discrepancy observed.
B	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No



35. a	Whether the documents i.e. Valuation report / approved sanction plan reflects / 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).	Valuation Report not available.
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	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; However, we suggest creation of Registered Mortgage.</p> <p>2. Upon creation of mortgage, ROC and CERSAI registration to be completed within 30 days.</p>
39.	The specific persons who are required to create	Authorised Signatory of M/s.



	mortgage/to mortgage.	deposit	documents	creating	Kishorchandra Kalyanji & Co.
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Note: In case separate sheets are required, the same may be used, signed and annexed.

Place: Mumbai

Signature of the Advocate
For Rekha Nair and Associates


Rekha Nair
Advocate



Annexure-2
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 charge 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 2024 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).
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent specify. (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 M/s. Kishorchandra Kalyanji & Co., acquire/s absolute, valid, clear and Marketable Title over Schedule property/(ies). We further certify that above Title deeds are genuine and a valid mortgage can be created and 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 of Document	Name/Nature of Document	Original/ Certified Photocopy/ true copy
1.	23.12.1992	Indenture of Lease dated 23.12.1992 executed between The Bombay Agriculture Produce Market Committee therein referred to as "Committee" of the First Part and M/s. Kishorchandra Kalyanji & Co. therein referred to as "Sub-Lessee" of the Second Part and The Grain, Rice and Oilseeds Merchants' Association therein referred to as "The Association" as the Third Party, duly registered under Serial No. TNN3-4053-1992 dated 30.01.1993 at Sub Registrar Thane-3.	Original
2.	--	NOC from The Bombay Agriculture Produce Market Committee for creation of mortgage in respect of Shop-Cum-Godown in favor of Bank.	Original
3.	Latest	Electricity Bill and Property Tax Bill along with the receipt.	Photocopy
4.	--	No Dues/Release Letter from Kotak Mahindra Bank Limited.	Original
5.	Latest	Partnership Deed of M/s. Kishorchandra Kalyanji & Co.	Photocopy

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/IES

Shop-Cum-Godown No. 12 in Block No. K admeasuring 167.80 Sq. Mtrs. or thereabouts on Ground Floor and Mezzanine floor of the building situated on land known as Plot No.2 in Sector 19 out of Gat No.796 in the Revenue Village of Turbhe, Taluka and District Thane.

Yours truly,
For Rekha Nair & Associates


Rekha Nair
Advocate



Place: Mumbai

Annexure-1

FLOW OF TITLE

Property Description:

Shop-Cum-Godown No. 12 in Block No. K admeasuring 167.80 Sq. Mtrs. or thereabouts on Ground Floor and Mezzanine floor of the building situated on land known as Plot No.2 in Sector 19 out of Gat No.796 in the Revenue Village of Turbhe, Taluka and District Thane.

Title History:

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

- a. The Bombay Agriculture Produce Market Committee ("Committee") is a Market Committee established and constituted under Section 13(1A) of Chapter III of the Maharashtra Agricultural Produce Marketing (Regulation) Act, 1963 for the area comprising Greater Bombay and Turbhe, Pavane, Vashi, Khairane, Koparkhairne, Ju Villages in Thane Taluka of Thane District and municipal limits of Thane City for the purpose of regulation of marketing of agricultural and certain other produce therein, establishment of markets therefor and for such other incidental purposes.
- b. Further, the task of developing an agricultural produce marketing complex in New Bombay was entrusted by the State Government to the City & Industrial Development Corporation of Maharashtra Limited ("CIDCO").
- c. Further, CIDCO approached the representatives of various commodity wholesale dealers' associations sometime in the year 1986 and requested them to cooperate in the implementation of the decision of the State Government regarding the shifting of the wholesale trading activities to New Bombay. CIDCO also offered to provide well built shop-cum-godowns in a planned marketing complex at Vashi in New Bombay in order that the traders may not be burdened with the cost of the newly constructed shop-cum-godowns immediately on shifting to New Bombay. It published for that purpose brochure in the month of January, 1986 giving therein details of the plan of construction of the market complex and the terms and conditions on which the shop-cum-godowns would be offered to the traders.
- d. Further, CIDCO completed the work of construction and erection of market consisting of a cluster of buildings together with infrastructural amenities and services such as roads, water hydrants, electricity, etc. in accordance with the structural and architectural drawings and plans and in accordance with the specifications and providing certain amenities.



- e. Further, on the basis of the negotiations with CIDCO, the members of the Grain, Rice & Oilseeds Merchants Association (hereinafter referred to as "GROMA") agreed with the offer of CIDCO to give the shop-cum-godowns to them on lease on terms and conditions mentioned in the brochure.
- f. Further, the wholesale traders functioning in Greater Bombay agreed with CIDCO and the State Government that they would shift their business and trade to the wholesale agricultural produce market complex known as Phase-II, Market-II at Vashi in New Bombay on fulfillment of certain conditions.
- g. Further, CIDCO agreed with the Committee to handover shop-cum-godowns, office units constructed on the land known as a portion of Phase-II, Market-II for wholesale commodities traders to enable the Committee to give on lease the said shop cum godowns, office units to the traders in agricultural and other produce whose trade is to be shifted to New Bombay and in view of this CIDCO agreed to give to the Committee credit for all amounts received by CIDCO from the traders.
- h. Further, in consideration of the above and in consideration of the recommendation in respect of allotment made by the CIDCO and in consideration of the possession of shop-cum-godowns given by the Committee pursuant to drawal of lots, the Committee decided to allot the said shop-cum-godowns and, office units to the traders and to grant lease thereof and to put the traders in possession of the said shop-cum-godowns and office units.
- i. Further, by a registered Lease made at Bombay dated 01.09.1992 executed between CIDCO of the One Part and the Committee of the other part, CIDCO leased inter alia the said Plot No.2 in Sector 19 out of Gat No.796 in the Revenue Village of Turbhe, Taluka and District Thane for 60 years starting from 01.09.1992 for terms and conditions mentioned therein.
- j. Further, by an Indenture of Lease dated 23.12.1992 executed between The Bombay Agriculture Produce Market Committee therein referred to as "Committee" of the First Part and M/s. M/s. Kishorchandra Kalyanji & Co. therein referred to as "Sub-Lessee" of the Second Part and The Grain, Rice and Oilseeds Merchants' Association therein referred to as "The Association" as the Third Party, duly registered under Serial No. TNN3-4053-1992 dated 30.01.1993 at Sub Registrar Thane-3, the said Committee sub leased the Shop-Cum-Godown No. 12 in Block No. K admeasuring 167.80 Sq. Mtrs. or thereabouts on Ground Floor and Mezzanine floor situated at Plot No.2 in Sector 19 out of Gat No.796 in the Revenue Village of Turbhe, Taluka and District Thane in favor of the Sub Lessee for the terms and conditions mentioned therein for period of lease starting from 01.09.1992.
- k. Further, M/s. Kishorchandra Kalyanji & Co. has mortgaged the said Shop-Cum-Godown 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. TNN3-5906-2023 by Sub-Registrar- Thane-3 on 05.10.2023.




OPINION:

Based upon title documents provided to us, we understand that the said Shop-Cum-Godown was obtained by M/s. Kishorchandra Kalyanji & Co. 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 M/s. Kishorchandra Kalyanji & Co. have quiet, vacant and peaceful possession of the said Shop-Cum-Godown and have acquire/s valid clear, legal, marketable, and free from registered encumbrances, rights to the said Shop-Cum-Godown except for charge in favor of Kotak Mahindra Bank Limited.

Yours truly,
For Rekha Nair & Associates


Rekha Nair
Advocate



Place: Mumbai

SEARCH REPORT
At Thane- SUB REGISTRAR OFFICE

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

2002 **NIL**
To
2022

2023 **Mortgage by way of Deposit of Title Deeds**

Date: 30.09.2023

SERIAL NO. TNN3-5906-2023

Regn: 05.10.2023

M/s. Kishorchandra Kalyanji & Co.

And

Kotak Mahindra Bank Limited

SCHEDULE:

Shop-Cum-Godown No. 12 in Block No. K admeasuring 167.80 Sq. Mtrs. or thereabouts on Ground Floor and Mezzanine floor of the building situated on land known as Plot No.2 in Sector 19 out of Gat No.796 in the Revenue Village of Turbhe, Taluka and District Thane.

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.



MH012149566202425E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
11 Dec 2024	Receipt	Receipt no.: 1113795388
	Name of the Applicant :	Rekha Nair and Associates
	Details of property of which document has to be searched :	Dist :Thane Village :Turbhe S.No/CTS No/G.No. : 796
	Period of search :	From :2002 To :2024
	Received Fee :	575
The above mentioned Search fee has been credited to government vide GRN no :MH012149566202425E		
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'.		



