

RAJAN PILLAI
ADVOCATE

Ref: 2398 /SBI

24/09/2021

To,
Chief Manager & CLO ,
Stressed Assets Resolution-
Group Commercial III (SARGC III)
Office No. 112 to 115, 1st floor,
Tulsiani Chambers,
Free Press Journal Marg,
Nariman Point, Mumbai 400021

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, SARGC III Mumbai.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Letter dated 06.08.2021
	c) Name of the Borrower.	M/s. R.L Gold Pvt Ltd
2.	a) Name of the unit/concern company/person offering Property/(ies) as security.	M/s. Manvi Holding Pvt Ltd
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Private Limited company
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.).	Owners /Mortgagors/Guarantors
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Plot of land bearing Cadastral Survey No.235, Final Plot No.12, TPS III Mahim Sub division G.No.3729, H.No.3729(3), building known as "Swati Manor D & C", admeasuring 254.25 Square meters (Built-up area of 507.45 Square meters)
	a) Survey No.	Survey No.235, Final Plot No.12,



Off.: 313/316, Biryra House, 3rd Floor, 265 Bazargate Street, Fort, Mumbai - 400 001 • Tel. : 2269 3771/2262 3771

Res.: 503/A, Iris, Dosti Acres, S. M. Road, Wadala East, Mumbai - 400 037 • Tel.: 2415 4957

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				TPS III Mahim Subdivision
b) Door/House no. (in case of house property)				-----
c) Extent/ area including plinth/ built up area in case of house property				area admeasuring 254.25 Square meters (Built-up area of 507.45 Square meters)
d) Locations like name of the place, village, city, registration, sub-district etc.				situated at TPS III Mahim Sub division Mumbai District
Boundaries.				Towards East : -Not mentioned Towards West : - Not mentioned Towards South: - Not mentioned Towards North : - Not mentioned
4.	a) Particulars of Documents scrutinized-serially and chronologically.	Documents Verified:- (Original Xerox copies)		
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.	1. Copy of the Conveyance deed dated 18.08.2007 executed by and between M/s. Shrinath & Co. through Partner Jitendra M. Shah & Jayshri J. Shah as the vendors and M/s. Manvi Holdings Pvt. Ltd. through Director Manish E. Jain as the purchasers duly registered with SRO under serial No: BBE-1/09045 dated 18.08.2007		
	c) Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	2. Copy of the Registration Receipt No: 9242 dated 18.08.2007 issued by SRO Bombay Citi -1.		
Sr. No.	Date	Name/Nature of the Documents	Original/Certified copy/certified extract/photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate
As Shown Above				
5.	a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along	Not applied		

	with the TIR.)	
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents Submitted?	Not Verified
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligent & cautiously.)	Certified copy available
6.	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes (from year 2002 on wards)
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	Not possible
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar at Mumbai
	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?	No.
	c) Whether search has been made at all the offices named at (b) above?	Not Applicable
	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
8.	Chain of title tracing the title from the	Search for 30 years



	oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. 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)	from 1991 to 2021 and details mentioned Annexure - I
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Ownership right
10.	If leasehold, whether;	No
	a) lease Deed is duly stamped and registered	Not Applicable
	b) 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
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, 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) whether 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
12.	If occupancy right, whether;	No
	a) Such right is heritable and transferable,	Not Applicable
	b) Mortgage can be created.	Not Applicable

13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities / procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	No Minor's Interest.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	No Gift deed / Settlement Deed
	a) The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
	b) The Gift/Settlement Deed has been attested by two witnesses	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Not Applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not Applicable
	f) Whether the Donee is in possession of the gifted property;	Not Applicable
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not Applicable
15.	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	No, Family Settlement
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable



	(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
	(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
16.	Whether the title documents include any testamentary documents /wills?	No any Testamentary documents / Wills
	(a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	
	(c) Whether the property is mutated on the basis of will?	Not Applicable
	(d) Whether the original will is available?	Not Applicable
	(e) Whether the original death certificate of the testator is available?	Not Applicable
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by 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
17.	(a) Whether the property is subject to any wakf rights?	No Wakf Rights
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable

	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc. (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	No
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust? (b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? (c) If so additional precautions/permissions to be obtained for creation of valid mortgage? (d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Property Not belongs to any Trust Not Applicable Not Applicable Not Applicable
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage. (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? 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?	No
		Not Applicable



	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Not Applicable
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)	No
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not Applicable
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Not found any pending litigation
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/ marking.	Not Applicable
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Property Belongs to Pvt Limited company
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable

25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior Charges with Company Registrar (ROC), Articles of Associates/provision for common seal etc.	Property Belongs to Private Limited company. Branch to verify Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior Charges with Company Registrar (ROC), Articles of Associates/provision for common seal etc.
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ?	Not Applicable
	ii) If Yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor company/ LLP (seller) and the vendee company (purchaser)?	Not Applicable
	iii) Whether the above search of charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	Not Applicable
	iv) If the search reveals encumbrances/ charges, whether such charges/encumbrances have been satisfied?	Not Applicable
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No society / association is owner of the property owned by individual.
27.	(a) Whether any POA is involved in the chain of title?	No
	(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of 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 Office Premises 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.	Not Applicable
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	Not Applicable
	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?	
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not Applicable
	(g) Please comment on the genuineness of POA?	Not Applicable
	(h) The unequivocal opinion on the enforceability and validity of the POA?	Not Applicable
	28. Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the	Not Applicable

	place, where it is executed.	
29	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Structure/building
a	Promoter's/Land owner's title to the land/ building; Development	Not Applicable
b	Agreement/Power of Attorney;	Not Applicable
c	Extent of authority of the Developer/buildler;	Not Applicable
d	Independent title verification of the Land and/or building in question;	Conducted title search for 30 years
e	Agreement for sale (duly registered);	Conveyance Deed duly registered
f	Payment of proper stamp duty;	Yes, stamp duty paid
g	Requirement of registration of sale agreement, development agreement, POA etc.,	Yes, Conveyance deed duly 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 Possession letter	Not Applicable
k	Membership details in the Society etc.;	Not Applicable
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.	Not applicable



q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Registered mortgage deed executed in the year 2008 in favour of SBI on 22.07.2008
31.	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.	I have caused search for period from 1991 to 2021 as per available records and found the charge of SBI.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not furnished
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	No No documents in respect of any pendency of I.T department is not furnished for scrutiny. Bank to obtain declaration from Borrower to that effect and if any proceeding is pending certificate under section 281 to be obtained.
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Nil
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes.
36.	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Yes Yes Yes

37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (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, Property can be identified from Electricity Bill / or Maintenance Bill.
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	No
39.	If Valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Not Provided
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No.
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes SARFAESI Act is applicable on the same property
42.	In 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.	Nil Since Registered mortgage already executed in the year 2008 in favour of SBI



43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Not Applicable
44.	Additional aspects relevant for investigation of title as per local laws.	No.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Nil.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. Manvi Holding Pvt Ltd through their Directors
47.	1. Whether the Real Estate Projects comes under Real Estate (Regulation and Development Act, 2016) 2. Whether the project is registered with Real Estate regulation authority? Whether the Registered Agreement for sale as prescribed in the above Act/Rules there is executed?	No Not Applicable
	3. Whether the details of the Apartment/Plot in questions are verified with the list of number and types of apartment or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority.	Not Applicable

Date : 24/09/2021

Place: Mumbai


 Rajan V. Pillai,
 Advocate

Flow of Title

I have investigated the title of aforementioned Plot of land bearing Cadastral Survey No.235, Final Plot No.12, TPS III Mahim Sub division G.No.3729, H.No.3729(3), building known as "Swati Manor D & C", admeasuring 254.25 Square meters (Built-up area of 507.45 Square meters) and upon perusal of the documents submitted before me more, I have to state as follows.

- a. It is observed from the documents submitted before me that Prior to 19/06/1975 one Hazrabai Abdul Gani Fatech Mohamed and Menunabai Suleman were seized and possessed of or otherwise well and sufficiently entitled to land bearing cadastral Survey No. 235 of Mahim Division admeasuring 2400 sq. yds together with the buildings and structures standing thereon bears final Plot No. 12 of TPS III of Mahim Division.
- b. It is observed from the documents submitted before me that by an Agreement for Sale dated 19/06/1975 agreed to sell the said larger land together with the structure standing thereon to Chandrakant Shankar Dalvi, Mrs. Rajani Shashikant Prabhu, Mrs. Shubha M. Khanolkar, Mrs. Pushpa K. Khanolkar, P. S. Khanolkar and Sudhakar S. Prabhu, carrying on business in the name and style of Buildwell corporation for the consideration and on the terms and conditions mentioned therein.
- c. It is observed from the documents submitted before me that pursuant to the said Agreement the Original owners placed the said Chandrakant Shankar Dalvi & Others i.e. Builders in possession of the said larger lands, and also executed a Power of Attorney in favour of two persons nominated by the said persons, the original owners also executed a letter of attornment directing the tenants in the said building to attorn tenant to and in favour of the said Builders, i.e., Chandrakant Shankar Dalvi & others.
- d. It is observed from the documents submitted before me that The said Builders thereafter constructed on the rear portion of the said larger lands a building called Buildwell Sadan and sold premises therein to persons of their choice on Ownership basis.

It is observed from the documents submitted before me that The acquirers of premises in the building Buildwell Sadan in due



course got registered a Co-operative Society called Om Swati Manor Co-operative Housing Society Limited with an intention of taking Conveyance of the said building and the land apartment thereto from the original owners the said Builders and the said Chandrakant Shankar Dalvi.

f. It is observed from the documents submitted before me that There stands (and at all material times there stood on the from portions of the said larger land two structures, both on ground, first and mezzanine Floors, while one of such structures is sold (and land underneath the same is demised) to one Savla Enterprises the manner as more particularly set out hereinafter, the structure comprises of different premises, all of which to different persons on monthly tenancy basis;

g. It is observed from the documents submitted before me that The said Chandrakant Shankar Dalvi by an Agreement to Lease dated 26/09/1984 agreed to demise a portion admeasuring 911 sq. yd out of the said larger land together with the structures standing thereon to the Sreenath and Company for a term of 98 years on an annual lease rent of Rs. 1/- only and by the said Agreement the Chandrakant Shankar Dalvi als agreed to sell to the Vendor they said two structures standing thereon for a Luim sum price of Rs. 83,000/-

h. It is observed from the documents submitted before me that The said Chandrakant Shankar Dalvi died intestate of Mumbai on 15/07/1996 leaving behind him serving him as his only Next-of - kin and legal heirs entitled to succeed to his estate, his widow Mrs. Sunanda Chandrakant Dalvi and three sons, Rajendra Chandrakant Dalvi, Anil Chandrakant Dalvi and Sanjay Chandrakant Dalvi according to the provisions of the Hindu Succession Act, 1956 by which succession to his estate was governed at the time of his death;

i. It is observed from the documents submitted before me that Pursuant to the said Agreement to Lease dated 26/09/1984 referred to above, the said Mrs. Sunda Chandrakant Dalvi & others in the capacity as the legal heirs of Chandrakant Dalvi at the request of the Sreenath and Company, by an Indenture of Lease dated 16/01/1997 registered at the Mumbai Sub-Registrar

Assurance under Sr. No. BBE/185/1997 demised unto the Vendors the said land for a terms of 98-commencing from 26/09/1984 on an annual lease of Rs. 1/- and subject to observance and performance of free covenants and conditions therein contained and recorded.

j. It is observed from the documents submitted before me that In May 2001 the said society filed suit No. 1674/ 2001 in the Hon'ble Bombay High Court against the legal heirs of the original owners, the legal heirs of the said Chandrakant Shankar Dalvi and the Sreenath and Company inter alia seeking a declaration that they are entitled to a Conveyance in respect of the portion of the land admeasuring 1489 sq. yards out of said larger lands the Vendors herein are entitled to a Conveyance of the remaining 911 sq. yds out of the said larger land for an order and decree that the legal heirs of the Original owners, the legal heirs of the said Chandrakant Shankar Dalvi and the Sreenath and Company signed and execute all such powers, deeds, documents, conveyance forms and applications as may be necessary for conveying the rear portion of the said larger lands in their favour and for a permanent injunction restraining the Defendants in the said suit, their servants, agents and employees from dealing with and / or disposing of the said lands for interim reliefs, costs and other reliefs as more particularly appearing in the Plaint in the said suit.

k. It is observed from the documents submitted before me that dispute was settled and it was agreed and decreed that the said Sreenath and Company have an undivided but ascertained share, right, title and interest in the said larger lands and the two structures stand thereon occupied by the then tenants of the Sreenath and Company and more particularly described to the said suit Consent Terms. It was provided that the Vendors shall not enclose the 12 feet wide road and grant to the said society a right of way thereon in the manner shown in the plan annex to the consent term

1. It is observed from the documents submitted before me that the circumstances the Sreenath and Company were seized and possessed of or otherwise well and sufficiently entitled as the



owner of said portion of the land and to the two struces standing thereon known as Swati Manor "C" and Swati Manor "D" both comprising of ground first and mezzanine floor.

m. It is observed from the documents submitted before me that by a Deed of Conveyance cum lease executed on 12/10/2001 between the Sreenath and Company as the Lessor and Savla Enterprises as the Lessee, duly registered with the Sub-Registrar of Assurances at Mumbai under SR. No. BBE-7114 OF 2001 dated 29/10/2001 the Sreenath and Company herein to the consideration mentioned therein sold and transferred unto and in favour of the said M/s. Savla Enterprises the structures known as Swati Manor "C" and demised land apparent thereto admeasuring about 254.25 sq. mtrs., or thereabout stand at K Sawant Marg side of the front portion of the property on the terms and conditions mentioned therein

n. It is observed from the documents submitted before me that the remaining portion of the property admeasuring about 507.47 sq. mtrs., together with the structures / building known as Swati Manor D comprising of ground and one upper floor with mezzanine floor and was retained by and continue to belong to the Sreenath and Company, subject to the right of passage reserved in favour of persons having occasion to go beyond the said front land.

o. It is observed from the documents submitted before me that the said building structure known as Swati Manor D was occupied by 13 occupants / tenants on monthly tenancy basis particulars of which are separately furnished to the purchasers, and the vendors herein were collecting monthly tenancy basis particularly of which are separately furnished to the purchasers, and Sreenath and Company herein were collecting monthly rent from the occupants / tenants and discharging all the outgoing, taxes maintains charges, etc. in respect thereof, however prior to execution of these present the Sreenath and Company have got vacated all the aforesaid tenants. Occupants by making payment of compensation to enable them to acquire and purchase alternative premises and the said structures / building is presently vacant and in absolute and exclusive and actual possession of the Sreenath and Company.

- p. It is observed from the documents submitted before me that Behind the said building Swati Manor D along with wall on the southern side of the said building one K.J Bhosale has been permitted to stack bamboos on portion of open space admeasuring about 108 sq. fts therefore, rent of Rs. 55.62 per month further there standing and such areas alongside the southern boundary a garage admeasuring 30 sq. mts., area and occupied by Mrs. Jayshree J. Shah and paying to the Vendors rent of Rs. 56/41 per month.
- q. It is observed from the documents submitted before me that Subject to the claim and occupation of the said K. J. Bhonsale and Jayshree J. Shah in respect of the open area of 108 sq. ft (11.5 ft x 8 ft) and a garage admeasuring 30 sq. mtrs., respectively the Sreenath and Company are the owners of and absolutely seized and possessed of the structure known as Swati Manor D together with the land standing thereon however having regard to the fact that garage land written is not sub divided neither of the portion of land is physically sub divided at site, nor are the Vendors in exclusive possession of any demarcated portion of the open land comprised in the portions.
- r. It is observed from the documents submitted before me that Pursuant to mutual negotiation ensured between the parties some where in March 2007 the Sreenath and Company have agreed to sell, transfer and conveyed unto and in favour of M/s. Manvi Holding Pvt Ltd as the purchasers and the purchasers have agreed to acquire and purchase from the Sreenath and Company the said lands together with the vacant possession the entire structure / building known as Swati Manor D (tenants / occupants therein were vacated by the Sreenath and Company at their costs) toghere with all the reversionary rights of the Sreenath and Company in respect of the property subject to the convents on the part of the Sreenath and Company contained under the Deed of Lease dated 12/10/2001 and subject to the rights to be reserved unto the Sreenath and Company in respect of the said open portion occupied by K. J. Bhonsale and a Garage occupier by Mrs. Jayshree J. Shah as hereinafter provided free from aal other encumbrances, claims and demands at or for the consideration of



Rs. 9,60,00,000/- to be paid within the time as mutually agreed unto between them.

- s. It is observed from the documents submitted before me that By Conveyance deed dated 18/08/ 2007 executed by and between M/s. Shrinath & Co. through Partner Jitendra M. Shah & Jayshri J. Shah as the vendors and M/s. Manvi Holdings Pvt. Ltd. through Director Manish E. Jain as the purchasers duly registered with SRO under serial No: BBE-1/09045 dated 18.08.2007, M/s. Manvi Holding Pvt. Ltd., had purchased Plot of land bearing Cadastral Survey No.235, Final Plot No.12, TPS III Mahim Sub division G.No.3729, H.No.3729(3), building known as "Swati Manor D & C", admeasuring 254.25 Square meters (Built-up area of 507.45 Square meters) on the terms and conditions mentioned therein. Conveyance Deed dated 18/8/2007 was duly registered with the Sub-Registrar Assurance Mumbai under Sr. No. BBE1-9045-2007 dated 18/08/2007.

In view of the aforementioned I opine that the M/s. Manvi Holding Pvt. Ltd., have quiet, vacant and peaceful possession of the captioned Flat and also have clear, valid and marketable title free from all encumbrances subject to the charge of SBI.

Annexure – C: Certificate of Title

1. I have examined the xerox copy of the title deed more particularly mentioned in the clause 4 herein above relating to the schedule property/(ies) and offered as security by way of Registered 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 Registered Mortgage is created, it will satisfy the requirements of creation of registered Mortgage and I further certify that:
2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/Charges/encumbrances whatsoever as could be seen from the Encumbrance Certificate for the period from 1991 to 2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances save and except the charge of SBI.
6. The Bank will have first charge over the property and upon creation of the mortgage.
7. There is no minor's charge in the said property.
8. The mortgage already if created will be perfect and available to the bank, for the liability of the borrowers M/s. R.L Gold Pvt Ltd
9. I certify that M/s. Manvi Holding Pvt Ltd have an absolute, clear and Marketable title over the Schedule property I further certify that the above title deeds are genuine and a valid mortgage already created and the said Mortgage is valid and enforceable.
10. M/s. Manvi Holding Pvt Ltd had already created registered Mortgage by Depositing the following title deeds



- a) Original Conveyance deed dated 18.08.2007 executed by and between M/s. Shrinath & Co. through Partner Jitendra M. Shah & Jayshri J.Shah as the vendors and M/s. Manvi Holdings Pvt. Ltd. through Director Manish E. Jain as the purchasers duly registered with SRO under serial No: BBE-1/09045 dated 18.08.2007
- b) Original Registration Receipt No: 9242 dated 18.08.2007 issued by SRO Bombay Citi -1

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

SCHEDULE OF THE PROPERTY (IES)

Plot of land bearing Cadastral Survey No.235, Final Plot No.12, TPS III Mahim Sub division G.No.3729, H.No.3729(3), building known as "Swati Manor D & C", admeasuring 254.25 Square meters (Built-up area of 507.45 Square meters)

Date: 24/09/2021


Rajan V. Pillai
Advocate

Note: The above Title Investigation report is issued upon perusal /scrutiny of the documents submitted to me and bonafide believed to be true and also based online search report conducted. In order to corroborate the details mentioned in the report and the factual position, it is suggested that the Bank Official may visit the premises intended to be mortgaged or to the society where the land is situated or the Society in case of under construction building and confirm the factual position. Further, from the search conducted at the Sub-Registrar's Office at Mumbai and the search report did not show any adverse encumbrance in respect of Captioned property.


Rajan V. Pillai
Advocate



CHALLAN
MTR Form Number-6



GRN	MH006658991202122E	BARCODE			Date	24/09/2021-17:20:16	Form ID
Department	Inspector General Of Registration	Payer Details					
Type of Payment	Search Fee	TAX ID / TAN (If Any)					
	Other Items	PAN No.(If Applicable)					
Office Name	BOM1_MUMBAI CITY 1 SUB REGISTRAR	Full Name	Namdev Tawde				
Location	MUMBAI						
Year	2021-2022 One Time	Flat/Block No.	C S No 235 of Mahim Division				
Account Head Details	Amount In Rs.	Premises/Building					
	750.00	Road/Street	Mumbai				
0030072201 SEARCH FEE		Area/Locality	Mumbai				
		Town/City/District					
		PIN					
		Remarks (If Any)					
		Search fee for Manvi Holding Pvt Ltd					
		Amount In	Seven Hundred Fifty Rupees Only				
		Words	750.00				
Total							
Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK					
Cheque-DD Details		Bank CIN	Ref. No.	00040572021092433912 IK0BHNCFM1			
Cheque/DD No.		Bank Date	RBI Date	24/09/2021-17:24:21 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 :
NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
संदर्भ चलान "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करतावयाच्या दस्तांसाठी लागू नाही.

Mobile No. : 9819474838



NAMDEV TAWDE

Title Investigator
MUMBAI.

Mobile No.9594071112 * Email namdev.tawde1980@gmail.com

Date: 20.09.2021

To,
Adv. Rajan Pillai
High Court, Mumbai.

Re: Investigation of Title of the Property situated at
Kelkar Marg, Dadar (West) of Mahim Division,
Mumbai, land bearing Cadastral Survey No.235,
Final Plot No.12, TPS III Mahim Subdivision
G.No.3729, H.No.3729(3), building known as
"Swati Manor D & C", admg. 254.25 Sq.mtrs.
(Built-up area 507.45 Sq.mtrs.).

M/s. Manvi Holdings Pvt. Ltd.

Dear Sirs,

As per your instructions I have caused to taken out the
search in the offices of the Sub-Registrar of Assurances at Mumbai
S.R.O. from the year 1992 to 2021 (30 Years) and Mumbai (BBE-
1 to BBE-5) Computer Records from the year 2002 to 2021 (20
years).

During the course of my searches the following details were
found.

At Mumbai S.R.O. from 1992 to 2021 (30 Years)

1992]

To] SOME PAGES TORN

1994]

1995] NIL

1996] NIL

1997:

BBE-185 Lease Deed 16.01.1997

1997 --- 02.05.1997



Shrinath & Co. through Partner J.M. Shah
To

Sumada C. Dalvi

Anil C. Dalvi through R.C. Dalvi

Schedule: Property situated at Mahim Division, Mumbai, land
bearing C.S.No.235, Plot No.12.

1998]

To] SOME PAGES TORN

2000]

2001:

BBE-7114	Sale Deed	12.10.2001
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2001	Rs.20,00,000/-	29.10.2001
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M/s. Shrinath & Co. through Partner J.M. Shah

To

Savla Enterprises through K.V. Savla

Schedule: Property situated at Mahim Division, Mumbai, land
bearing C.S.No.235, Plot No.12, Area 2006.64 Sq.Mtrs.

2002]

To] SOME PAGES TORN

2008]

2009] NIL

2010] NIL

2011] SOME PAGES TORN

2012] SOME PAGES TORN

2013]

To] NIL

2020]

2021] INDEX II NOT READY



At Mumbai (BBE-1 to BBE-5) Computer Records
from the year 2002 to 2021 (20 years).

2002]

To] NIL

2006]

2007:

BBE-3-2301 Agreement for Sale 08.10.2007

2007 Rs.7,00,000/- 08.10.2007

M.V. Rs.13,28,442.50

Lata Namdev Mandre

To

Manvi Holdings Pvt. Ltd.

Schedule: Property situated at Mahim Division, Mumbai, bearing
Office No.1, Ground Floor, admg. 16.75 Sq.mtrs., Swati
Manor Co-op. Hsg. Soc. Ltd., C.S.No.235.

2007:

BBE-3-2768 Agreement for Sale 23.10.2007

2007 Rs.10,00,000/- 25.10.2007

M.V. Rs.13,28,442.50

Nazhare Indira Ambarnath

To

Manvi Holdings Pvt. Ltd.

Schedule: Property situated at Mahim Division, Mumbai, bearing
Office No.2, Ground Floor, admg. 16.79 Sq.mtrs., Swati
Manor Co-op. Hsg. Soc. Ltd., C.S.No.235.

2007:

BBE-1-8314 Declaration 26.07.2007

2007 Rs.0/- 26.07.2007

M/s. Shrinath & Co. through Partner Jitendra M. Shah

To



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2007	Rs.9,60,00,000/-	18.08.2007
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M/s. Shrinath & Co. through Partner Jitendra M. Shah
& Jays shri J. Shah

M/s. Manvi Holdings Pvt. Ltd. through Director Manish
E. Jain

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2008	Rs.30,00,000/-	13.03.2008

Shrinath & Co. through Partner J.M. Shah

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2008:

BBE-2-4576 Mortgage Deed 22.07.2008
2008 Rs.0/- 22.07.2008

M/s. Manvi Holdings Pvt. Ltd. through Director Shri

E.S. Jai

To

State Bank of India

Schedule: Property situated at Mahim Division, Mumbai, bearing
land & construction of Final Plot No.12, C.S.No.235, TPS
III, Area 254.25 Sq.Mtrs.

2008:

BBE-3-6058 Indemnity Bond 13.08.2008
2008 Rs.0/- 18.08.2008

M/s. Shrinath & Co. through Partner Jitendra M. Shah

To

Collector of Mumbai

Schedule: Property situated at Mahim Division, Mumbai, land
bearing Final Plot No.12, TPS III, Area 761.71 Sq.Mtrs.,
C.S.No.235.

2009] NIL

2010:

BBE-1-1117 Undertaking 15.02.2010
2010 Rs.1/- 15.02.2010

Jitendra M. Shah

To

B.M.C.

Schedule: Property situated at Mahim Division, Mumbai, land
bearing C.S. No.235.



2011]
To] NIL
2017]

2018:

BBE-1-837 Notice of Lis Pendancy 20.02.2018
2018 Rs.0/- 20.02.2018

Vasant B. Shetty

To

Schedule: Property situated at Mahim Division, Mumbai, land
bearing C.S. No.235.

2019] NIL
2020] NIL
2021] INDEX II NOT READY

Note: I have taken online E-Search at SRO Mumbai & Mumbai
(BBE-1 to BBE-5) Manual & Computer Records from
1992 to 2021.


Nandev Javade
Title Investigator,
Mumbai

