

70/0

इतर
पावती

Original/Duplicate

Monday, 03 March 2014 3:22
PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 3560 दिनांक: 03/03/2014

गावाचे नाव: कल्याण

दस्तऐवजाचा अनुक्रमांक: कलन1-0-2014

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: मे. मानवी होल्डींग तर्फे श्री जी एच जगताप

वर्णन सिटि.स.नं.2868अ, सन- 1985 ते 2014- 30वर्षे

SEARCHFEE

रु. 750.00

एकूण:

रु. 750.00

Sub Registrar Kalyan 1

1); देयकाचा प्रकार: By Cash रक्कम: रु 750/-

~~रु. दुसऱ्या निवडक कल्याण-9~~

Mrs. Varsha Sudesh Gayakwad

B. Com. L.L.B.

Advocate High Court

- Office :
Moreshwar Bhuwan,
Ahilyabai Chowk, Kalyan (W)
Tel. : 2200865 Cell : 9820889036

TIR / Valuation
Kalyan property

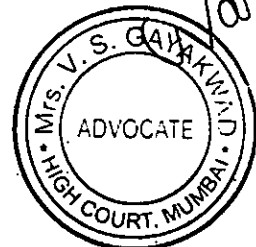
Ref. No. : 14 / 0589

Date : 19/03/14

Annexure – B:

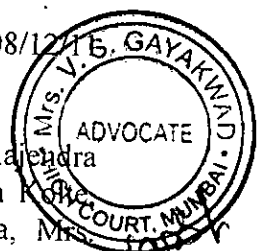
Report of Investigation of Title in respect of immovable Property

- a) Name of the Branch/ Business Unit/Office seeking opinion
State Bank of India, Jalgaon Branch, Jalgaon
b) Reference No. and date of the letter under the cover of which the documents
tendered for scrutiny are forwarded. NIL
c) Name of the Borrower
Manvi Holding Pvt. Ltd.
- a) Name of the unit/concern/ company/person offering the property/ as
security.
Manvi Holding Pvt. Ltd.
b) Constitution of the unit/concern/ person/body/authority offering the property
for creation of charge Private Ltd. Co.
c) State as to under what capacity is security offered (whether as joint applicant or
borrower or as guarantor, etc.) Borrower
- Complete or full description of the immovable property/ offered as security
including the following details.
ALL THAT PIECE & PARCEL OF LAND BEARING CTS. No. 2868A
admeasuring about 1087.70 Sq. Mtrs along with building constructed thereon
situated at Village Kalyan, Tal Kalyan, Dist. Thane.
a) Survey No. : CTS. No. 2868A
b) Door/House no. (in case of house property) N. A.
c) Extent/ area including plinth/ built up area in case of house property N. A.
d) Locations like name of the place, village, city, registration, sub-district etc.
Boundaries.
Shivaji Chowk, Kalyan (W)



4. a) Particulars of the documents scrutinized-serially and chronologically.

- i. Property card Extract of CTS No. 2868A of village Kalyan.
- ii. Index II Extract dated 04/09/06.
- iii. Power of Attorney dated 06/06/07 executed by Mrs. Suryabala Harshadrai Thakkar alias Karia in favour of Mr. Harshadrai Ratilal Thakkar alias Karia.
- iv. Conveyance Deed dated 31/05/07 made and executed between Mr. Harshadrai Ratilal Thakkar alias Karia, Mrs. Suryabala Harshadrai Thakkar alias Karia therein referred as the Vendors and M/s. Pranav Constructions therein referred as the Purchasers along with its Index II and Registration receipt dated 07/06/07 bearing Sr. No. 3326.
- v. Resolution dated 03/07/07 passed in the meeting of board of directors of Manvi Holding Pvt. Ltd. in favour of Mr. Manish I. Jain.
- vi. Deed of Rectification dated 14/08/07 made and executed between Mr. Harshadrai Ratilal Thakkar alias Karia, Mrs. Suryabala Harshadrai Thakkar alias Karia therein referred as the Vendors and M/s. Pranav Constructions therein referred as the Purchasers along with its Registration receipt dated 14/08/07 bearing Sr. No. 4659.
- vii. Copy of Search Report dated 29/09/07 issued by Searcher G. H. Jagtap..
- viii. Title Certificate dated 16/10/07 issued by Adv. Sunjay A. Kaanade.
- ix. Agreement for Sale dated 26/11/07 made and executed between Pranav Constructions therein referred as the Vendors and Manvi Holding Pvt. Ltd. therein referred as the Purchasers along with its Registration receipt dated 27/11/07 bearing Sr. No. 6580. (in respect of CTS No. 2868A)
- x. Building Construction permission bearing Outward No. KDMP / NRV / BP / KV / 156-73 dated 26/06/08 issued by Kalyan Dombivali Municipal Corporation.
- xi. N. A. Order bearing No. Mahasul / K-1 / T-7 / NAP / SR-126 / 08 dated 26/09/08 issued by the Office of Collector, Thane.
- xii. Deed of Conveyance dated 11/05/09 made and executed between Pranav Constructions therein referred as the Vendors and Manvi Holding Pvt. Ltd. therein referred as the Purchasers along with its Registration receipt dated 11/05/09 bearing Sr. No. 2348.
- xiii. Resolution dated 08/10/11 passed in the meeting of board of directors of Manvi Holding Pvt. Ltd. in favour of Mr. Ishwar B. Varade.
- xiv. Special Power of Attorney dated 24/10/11 executed by Mr. Rajendra Shankar Desai, Mr. Vishram Shridhar Parab, Mr. Giridhar Huna Kolte, Mr. Jaichand Hiralal Kesharwani, Mr. Deepak Gurupal Gupta, Mrs. Kalpana Changdev Janbandhu in favour of Mr. Deepak Gurupal Gupta.
- xv. Letter bearing Outward No. KDMP / NRV / HVH / 4585 dated 08/12/11 issued by Kalyan Dombivali Municipal Corporation.
- xvi. Agreement dated 10/12/11 made and executed between Mr. Rajendra Shankar Desai, Mr. Vishram Shridhar Parab, Mr. Giridhar Huna Kolte, Mr. Jaichand Hiralal Kesharwani, Mr. Deepak Gurupal Gupta, Mrs.



B. Com. L.L.B.

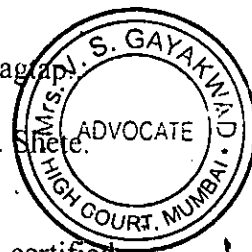
Advocate High Court

Kalpna Changdev Janbandhu therein referred as the Vendors / Transferors and M/s. Manavi Holding Pvt. Ltd therein referred as Purchaser and Mr. Umesh Dwarkadas Tanina therein referred as the First Confirming Party and M/s. Pranav Construction therein referred as the Second confirming Party along with its Registration receipt dated 15/12/11 bearing Sr. No. 12471.

- xvii. Power of attorney dated 09/04/12 executed by Reliance Home Finance Ltd. in favour of Mr. Babaji M. Paradkar.
- xviii. Resolution dated 21/05/12 passed in the meeting of board of directors of Manvi Holding Pvt. Ltd. in favour of Mr. Jagdish Vinayak Chaudhari.
- xix. Copy of Search Report dated 23/05/12 issued by Adv. S. D. Kulkarni.
- xx. Building Construction permission bearing Outward No. KDMP / NRV / BP / KV / 2012-13 / 45 dated 24/05/12 issued by Kalyan Dombivali Municipal Corporation
- xxi. Resolution of meeting held on 28/06/12 of M/s. Precious Hallmarking & Refining Pvt. Ltd. in favour of Mr. Pramodkumar Mehta
- xxii. Revised Building Construction permission bearing Outward No. KDMP / NRV / BP / KV / 2012-13 / 101 dated 11/07/12 issued by Kalyan Dombivali Municipal Corporation
- xxiii. Copy of approved plan dated 11/07/12.
- xxiv. Simple Mortgage Deed dated 23/07/12 made and executed between M/s. Precious Hallmarking & Refining Pvt. Ltd. through its authorized director Mr. Pramod Naginchand Mehta, M/s. Manvi Holding Pvt. Ltd. through its authorized Signatory Mr. Jagdish Vinayak Chaudhari therein referred as the Borrower / Mortgagors and The Jalgaon Peoples Co-Op. Bank Ltd. Jalgaon therein referred as the Bank along with its Index II Extract.
- xxv. Resolution dated 16/10/12 passed in the meeting of board of directors of Manvi Holding Pvt. Ltd. in favour of Mr. Dnyaneshwar Bhaurao Patil.
- xxvi. Resolution dated 25/10/12 passed in the meeting of board of directors of Manvi Holding Pvt. Ltd. in favour of Mr. Manish Jain.
- xxvii. Indenture of Mortgage dated 30/10/12 made and executed between M/s. Manvi Holding Pvt. Ltd. therein referred as the Borrower and Reliance Home Finance Ltd. therein referred as the Mortgagee along with its Index II and Registration receipt dated 31/10/12 bearing Sr. No. 8279.
- xxviii. Deed of Rectification dated 05/04/13 made and executed between M/s. Precious Hallmarking & Refining Pvt. Ltd. through its authorized director Mr. Pramod Naginchand Mehta, M/s. Manvi Holding Pvt. Ltd. through its authorized Signatory Mr. Jagdish Vinayak Chaudhari therein referred as the Borrower / Mortgagors and The Jalgaon Peoples Co-Op. Bank Ltd. Jalgaon therein referred as the Bank
- xxix. Copy of Search Report dated 05/03/14 issued by Searcher G. H. Jagtap.
- xxx. Copy of Title Certificate dated 14/03/14 issued by Adv. Sachin R. Shete.

b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified

Photocopies

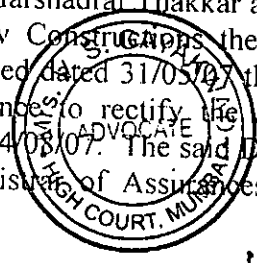


Varsha

5. Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? Not 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? Some Record for 2002 to 2014 is available
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 Applicable
7. a) Property offered as security falls within the jurisdiction of which sub-registrar office? Kalyan S. R. O.
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? Kalyan-1 to Kalyan-5
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.
8. 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 . 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.

From the perusal of above mentioned documents made available to me it is seen that property bearing CTS. No. 2868A admeasuring about 1087.70 Sq. Mtrs situated at Village Kalyan, Tal Kalyan, Dist. Thane, was originally owned by Mr. Harshadrai Ratilal Thakkar alias Karia, Mrs. Suryabala Harshadrai Thakkar alias Karia. Owners conveyed the right, title and interest in respect of the said property along with building standing thereon known as Reshmalwala Chawl & Jamnabaug in favour of M/s. Pranav Construction by and under Deed of Conveyance dated 31/05/07 for consideration and as per the terms and conditions mentioned therein. The said Deed of Conveyance is registered at the Office of Sub Registrar of Assurances at Kalyan-3 on 07/06/07 under Sr. No. 3333/07.

Deed of Rectification dated 14/08/07 made and executed between Mr. Harshadrai Ratilal Thakkar alias Karia, Mrs. Suryabala Harshadrai Thakkar alias Karia therein referred as the Vendors and M/s. Pranav Construction therein referred as the Purchasers reveals that in Conveyance Deed dated 31/05/07 there were some mistakes regarding area of property. Hence to rectify the said mistakes parties have executed Deed of Rectification on 14/08/07. The said Deed of Rectification is registered at the Office of Sub Registrar of Assurances at Kalyan-3 on 14/08/07 under Sr. No. 4664/07.



B. Com. L.L.B.

Advocate High Court

It reveals that M/s. Pranav Construction has agreed sale the said property to M/s. Manvi Holding Pvt. Ltd. by and under an Agreement for Sale dated 26/11/07 for consideration and as per the terms and conditions mentioned therein. The said agreement is registered at the Office of Sub Registrar of Assurances at Kalyan-3 on 27/11/07 under Sr. No. 6585/07. It further reveals that M/s. Pranav Construction conveyed the right, title and interest in respect of the said property in favour M/s. Manvi Holding Pvt. Ltd by and under Deed of Conveyance dated 11/05/09 for consideration and as per the terms and conditions mentioned therein. The said Deed of Conveyance is registered at the Office of Sub Registrar of Assurances at Kalyan-3 on 11/05/09 under Sr. No. 2348/09. In pursuance to the said registered Deed of Conveyance the name of M/s. Manvi Holding Pvt. Ltd is entered in property Card Extract vide Mutation Entry No. 806/09.

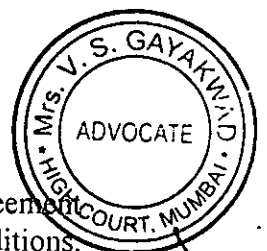
The Office of Collector, Thane, by their order bearing No. Mahasul / K-1 / T-7 / NAP / SR-126 / 08 dated 26/09/08 have issued permission for residential and commercial use of the said property.

Kalyan Dombivali Municipal Corporation have issued permission for construction of buildings on the said property vide its permission bearing Outward No. KDMP / NRV / BP / KV / 156-73 dated 26/06/08 & have further revised it under No. KDMP / NRV / BP / KV / 2012-13 / 45 dated 24/05/12, KDMP / NRV / BP / KV / 2012-13 / 101 dated 11/07/12 consisting of

Building No. 1 & 2 comprising of Basement + Ground floor + 3 Upper floors + 4th floor (Pl)

By virtue of aforesaid agreements and permissions obtained Manvi Holding Pvt. Ltd. have commenced construction of building No. 1 & 2 on the said property.

9. Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, occupancy / Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.) Ownership Rights.
10. If leasehold, whether; Not Applicable
 - a) lease Deed is duly stamped and registered ✓
 - b) lessee is permitted to mortgage the Leasehold right, ✓
 - c) duration of the Lease/unexpired period of lease, 9.
 - d) if, a Sub lease deed, check the lease deed in favour of Lessee as to whether Lease Deed permits sub leasing and mortgage by Sub Lessee also. 9.
 - e) Whether the leasehold rights permits for the creation of any superstructure (if applicable) ? 9.
 - f) Right to get renewal of the leasehold rights and nature thereof 7.
11. ✓ If Govt Grant/Allotment/Lease-Cum/Sale Agreement, Whether; Grant/Agreement Etc. provides for alienable rights to the mortgagors with or without conditions. The Mortgagors is competent to create charge on such property. Whether any



Wash

permission from Government 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. Not Applicable

- a) Such right is heritable and transferable
- b) Mortgage can be created.

13. Nature of minor's interest, if any and if so, whether creation of mortgage could be possible- the Modalities /Procedure to be followed and the reasons for coming to such conclusion. Not Applicable

14. If the property has been transferred by way of Gift/Settlement Deed, whether:

- a) The Gift/Settlement Deed is duly stamped and registered;
 - b) The Gift/Settlement Deed has been attested by two witnesses;
 - c) The Gift/Settlement Deed transfers the property to Donee;
 - 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;
 - e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;
 - f) Whether the Donee is in possession of the gifted property;
 - 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;
 - h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.
- Not Applicable

15. a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.

(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.

(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.

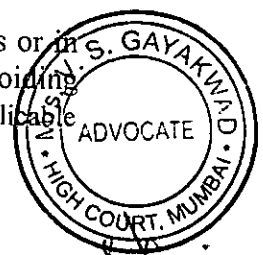
(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.

(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?

Not Applicable

16. Whether the title documents include any testamentary documents /wills?

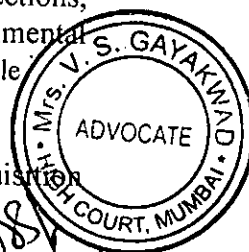
(a) In case of wills, whether the will is registered will or unregistered will?



B. Com. L.L.B.

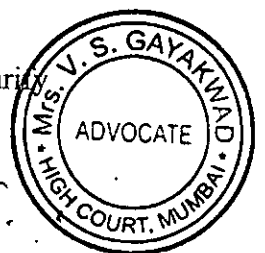
Advocate High Court

- (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?
- (d) Whether the original will is available?
- (e) Whether the original death certificate of the testator is available?
- (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
17. (a) Whether the property is subject to any 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?
- (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?
Not Applicable
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?
- © If so additional precautions/permissions to be obtained for creation of valid mortgage? Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.
Not Applicable
20. (a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation / enforcement of mortgage.
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. Yes.
21. Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),
Not Applicable
22. (a) Whether the property is subject to any pending or proposed land acquisition proceedings?



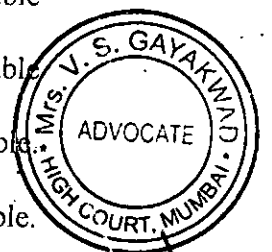
- (b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.
Not Applicable
23. (a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?
- b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?
- 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/markings.
Not Applicable
24. (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.
- (b) Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?
- c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.
Not Applicable
25. Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.
- As per Clause 4 of Memorandum of Association of Manvi Holding Pvt. Ltd., company can borrow and mortgage the immovable property belonging to the company through their authorized representative.
26. In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.
Not Applicable
27. (a) Whether any POA is involved in the chain of title?
Not Applicable
- 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.
- 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).
- 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.
- e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.

Wash



Advocate High Court

- 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?
 - (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?)
 - (g) Please comment on the genuineness of POA?
 - (h) The unequivocal opinion on the enforceability and validity of the POA?
28. Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed. Not Applicable
29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:
- a. Promoter's/ Land Owner's Title to the Land/Building
As mentioned in clause 8 of Annx - B.
 - b. Development Agreement/Power of Attorney
As mentioned hereinabove.
 - c. Extent of Authority of the Developer/Builder
As mentioned hereinabove.
 - d. Independent Title Verification of the Land and/or Building in Question
Not Applicable
 - e. Agreement for Sale (Duly Registered)
Not Applicable
 - f. Payment of Proper Stamp Duty
Not Applicable
 - g. Requirement of registration of sale agreement, development agreement, POA, etc.;
Not Applicable
 - h. Approval of building plan, permission of appropriate/local authority, etc.; Yes
 - i. Conveyance in favour of Society/ condominium concerned
Not Applicable
 - j. Occupancy Certificate/allotment letter/ of possession -
Not Applicable
 - k. Membership Details in the Society etc.
Not Applicable
 - l. Share Certificate
Not Applicable
 - m. No Objection letter from the Society
Not Applicable



Wash

- n. All legal requirements under the local / Municipal laws regarding ownership of flats / Apartments / Building Regulations, Development Control regulations, Co-Operative Societies laws etc. Not Applicable
- 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. Not Applicable
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.

Simple Mortgage Deed dated 23/07/12 made and executed between M/s. Precious Hallmarking & Refining Pvt. Ltd. through its authorized director Mr. Pramod Naginchand Mehta, M/s. Manvi Holding Pvt. Ltd. through its authorized Signatory Mr. Jagdish Vinayak Chaudhari therein referred as the Borrower / Mortgagors and The Jalgaon Peoples Co-Op. Bank Ltd. Jalgaon therein referred as the Bank reveals that Manvi Holding Pvt. Ltd. through its authorized Signatory Mr. Jagdish Vinayak Chaudhari alongwith M/s. Precious Hallmarking & Refining Pvt. Ltd. availed working capital limit of Rs. 800.00 Lacs against mortgage of all that piece and parcel of land along with construction of building known as Jamnabaug on CTS No. 2868A. The said Deed of Mortgage r/w Deed of Rectification dated 05/04/13 is registered at the Office of Sub Registrar of Assurances at Jamner registered on 23/07/12, 05/04/13 under Sr. No. 5652/12, 2626/13 respectively.

8.00

6.00

Indenture of Mortgage dated 30/10/12 made and executed between M/s. Manvi Holding Pvt. Ltd. therein referred as the Borrower and Reliance Home Finance Ltd. therein referred as the Mortgagee reveals that M/s. Manvi Holding Pvt. Ltd through its authorized signatory Mr. Dnyaneshwar Patil mortgaged the following units with Reliance Home Finance Ltd and availed Mortgage Loan of Rs. 6,00,00,000/-

Building A

Ground Floor - Shop No. 1, 2, 3, 4 & Office 1
First Floor - Office No. 1, 2, 3, 4, 5
Second Floor - Office No. 1, 2, 3, 4, 5
Third Floor - Room No. 1, 2, 3, 4, 5
Fourth Floor - Room No. 1, 2, 3, 4

Building B

Ground Floor - Office No. 2, 3
First Floor - Flat No. 1
Second Floor - Flat No. 1
Third Floor - Flat No. 1
Fourth floor - Flat No. 1

1) What about Basement Phase II
11) Ground Floor
12) First Floor Flat NO 1
13) Second Floor : Showroom - 206, Flat 101
14) Third Floor : - Showroom - 307, Flat 306
15) Fourth Floor: - 9



The said Deed of Mortgage is registered at the Office of Sub Registrar of Assurances at Kalyan 1, on 31/10/12 under Sr. No. 8081/12

Wassh.

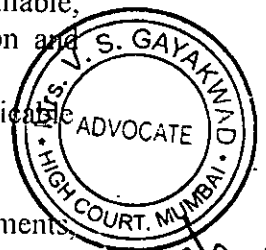
B. Com. L.L.B.

Advocate High Court

Hence at present there is a charge of Jalgaon peoples Co-Op. Bank Ltd and Reliance Home Finance Ltd in respect of the captioned property.

2

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. 1985-2014
32. Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy? Not Applicable
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. Not Applicable
34. Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question. Not Applicable
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? Not Applicable
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. Not Applicable
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. Not Applicable
39. If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. Not Applicable
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.



Varsha

41. Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?

Yes, Subject to charge of Jalgaon peoples Co-Op. Bank Ltd and Reliance Home Finance Ltd

42. In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc.. as also any precaution to be taken by the Bank in this regard.

Not Applicable

43. Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.

Not Applicable

44. Additional aspects relevant for investigation of title as per local laws.

Not Applicable

45. Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.

Not Applicable

46. The specific persons who are required to create mortgage/to deposit documents creating mortgage. Authorized Representative of Manvi Holding Pvt. Ltd.

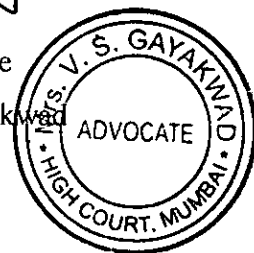
2

Date : 19/03/14

Place : Kalyan

Advocate

Mrs. Varsha S. Gayakwad



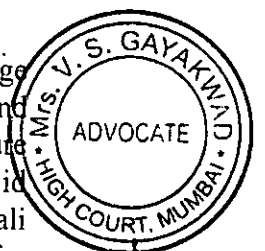
B. Com. L.L.B.

Advocate High Court

Annexure - C: Certificate of title

1. I have examined the copies of Title Deeds intended to be deposited relating to the schedule property and offered as security by way of equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said equitable Mortgage is created, it will satisfy the requirements of creation of equitable Mortgage and I further certify that:
2. 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. Subject to above observations, There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1985 to 2014 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
7. Minor/(s) and his/ their interest in the property/(ies) is. to the extent of _____ (Specify the share of the Minor with Name).
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers, Manvi Holding Pvt. Ltd.
9. 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:

From the perusal of documents I am of the opinion that subject to charge of Jalgaon peoples Co-Op. Bank Ltd and Reliance Home Finance Ltd, and Tenancy Rights of 13 Tenants of Jamnabaug building (Earlier structure standing on the said property) Manvi Holding Pvt. Ltd. , have acquired the valid rights in respect of the said property from the owners. Kalyan Dombivali Municipal Corporation have sanctioned and approved the building plans for construction of building as per the terms and conditions mentioned therein. I have



What about
Borrower
when we
have to obtain
any document
from Bank?

Varsha

Building Completion Certificate

to further certify that bank should inspect the property and should follow the necessary banking procedures and norms before the disbursement of the loan and should also take on record the building Completion Certificate as and when issued by the concerned authorities.

In case of creation of mortgage by Deposit of title deeds, I certify that the deposit of following original title deeds / documents would create a valid and enforceable mortgage

- 3333/2007-628*
- i. Obtain Conveyance Deed dated 31/05/07 made and executed between Mr. Harshadrai Ratilal Thakkar alias Karia, Mrs. Suryabala Harshadrai Thakkar alias Karia therein referred as the Vendors and M/s. Pranav Constructions therein referred as the Purchasers along with its Index II and Registration receipt dated 07/06/07 bearing Sr. No. 3326.
- 51466/2007*
- ii. Original Deed of Rectification dated 14/08/07 made and executed between Mr. Harshadrai Ratilal Thakkar alias Karia, Mrs. Suryabala Harshadrai Thakkar alias Karia therein referred as the Vendors and M/s. Pranav Constructions therein referred as the Purchasers along with its Registration receipt dated 14/08/07 bearing Sr. No. 4659.
- 6585/2007*
- iii. Original Agreement for Sale dated 26/11/07 made and executed between Pranav Constructions therein referred as the Vendors and Manvi Holding Pvt. Ltd. therein referred as the Purchasers along with its Registration receipt dated 27/11/07 bearing Sr. No. 6580. (in respect of CTS No. 2868A)
- iv. Copy of Building Construction permission bearing Outward No. KDMP / NRV / BP / KV / 156-73 dated 26/06/08 issued by Kalyan Dombivali Municipal Corporation.
- v. Copy of N. A. Order bearing No. Mahasul / K-1 / T-7 / NAP / SR-126 / 08 dated 26/09/08 issued by the Office of Collector, Thane.
- 51466/2007*
- vi. Original Deed of Conveyance dated 11/05/09 made and executed between Pranav Constructions therein referred as the Vendors and Manvi Holding Pvt. Ltd. therein referred as the Purchasers along with its Registration receipt dated 11/05/09 bearing Sr. No. 2348.
- vii. Copy of Building Construction permission bearing Outward No. KDMP / NRV / BP / KV / 2012-13 / 45 dated 24/05/12 issued by Kalyan Dombivali Municipal Corporation
- viii. Copy of Revised Building Construction permission bearing Outward No. KDMP / NRV / BP / KV / 2012-13 / 101 dated 11/07/12 issued by Kalyan Dombivali Municipal Corporation
- ix. Copy of approve plan dated 11/07/12.

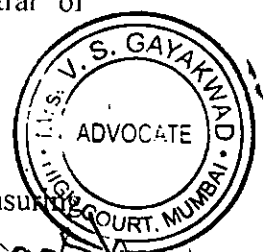
Note : After creation of mortgage the charge of bank is required to be created in the property card Extract of CTS No. 2868A of Village Kalyan and in Registrar of Companies.

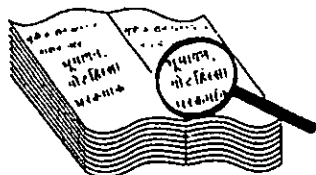
SCHEDULE OF THE PROPERTY

9 ALL THAT PIECE & PARCEL OF LAND BEARING CTS. No. 2868A admeasuring about 1087.70 Sq. Mtrs situated at Village Kalyan, Tal Kalyan, Dist. Thane.

Date : 19/03/14
Place : Kalyan

Advocate.
[Mrs. Varsha S. Gayakwad]





G. H. JAGTAP

B.Com.

Searcher

Office : 112, 1st Floor, 'A' Wing, Madhav Baug Apt., Opp. Bank of Maharashtra / Anand Sports, Station Road, Kalyan (W) - 421 301.

Resi. : Datta Kripa Niwas Hsg. Society, Chawl No. 1/4, Behind Sonali Bldg., Opp. Kala Talao, Thankar Pada, Kalyan (W) - 421 301.

Date :- 05/03/2014

SEARCH REPORT

Re:-Property bearing C.T.S.No. **2868 A**, R.S.No. **145/3**, Area 1087.70 Sq.Meters, Owner - M/s. Manvi Holding Pvt.Ltd., situated at Mouje **KALYAN**, Taluka **KALYAN**, District **Thane**

I have taken the Search in respect of the above mentioned property and I have gone through the available Index-II Registers kept in the Office of Sub-Registrar KALYAN-1 To 5 for the period of 30 years i.e. 1985 To 2014.

I could not take the search for the year 1985 the Index-II register is in Torn Condition and for the year 1986, 1987, 1993, 1996 & 2001 the Index-II register is in some Pages Torn Condition and for the year 2013 & 2014 the Index-II register are still not ready in the office of Sub-Registrar Kalyan 1 To 5,

SEARCH REPORT IS AS UNDER :-

YEAR	TRANSACTION	YEAR	TRANSACTION
1985	Torn Condition	2000	NIL
1986	Some Pages Torn	2001	Some Pages Torn
1987	-- do --	2002	NIL
1988	NIL	2003	NIL
1989	NIL	2004	NIL
1990	NIL	2005	NIL
1991	NIL	2006	NIL
1992	NIL	2007	Transaction
1993	Some Pages Torn	2008	Transaction
1994	NIL	2009	Transaction
1995	NIL	2010	NIL
1996	Some Pages Torn	2011	Transaction
1997	NIL	2012	Transaction
1998	NIL	2013	Record Not Ready
1999	NIL	2014	Record Not Ready

The Transaction of the above mention property of which the details is as under :-

TRANSACTION FOR THE YEAR 2007 :-

(Seen from SRO KLN - 3 Index II register)

1) Conveyance Deed Rs. 2,00,00,000/- Market Value Rs. 79,99,500/-;
C.T.S.No. **2868 A**, Area 1078.70 Sq.Meters Land on Building known as Jamuna Baug, House No. 112, Construction Area 433.33 Sq.Meters,

Vendor :- Harshadrai Ratilal Thakkar for Self & Power of Attorney Holder for Suryabala Harshadrai Thakkar,

Purchaser :- M/s. Pranav Construction Through its Partners - 1) Ashok Jaychandji Jain, 2) Ganpat Balu Gaikwad,

Date of Execution 31/05/2007 Date of Registration 07/06/2007, Regn.No. 3333, Stamp Duty Rs. 10,00,000/- Registration Fee Rs. 30,000/-

(Seen from SRO KLN - 3 Index II register)

2) Correction Deed;

Document No. 3333/2007, dated 07/06/2007 in this Document Area wongly typed as 1078.70 Sq.Meters is rectified as 1087.70 Sq.Meters and Purchaser Name - wrongly typed as Ganpat Balu Gaikwad is rectified as Ganpat Kalu Gaikwad, by this Correction deed to be noted,

Vendor :- Harshadrai Ratilal Thakkar for Self & Power of Attorney Holder for Suryabala Harshadrai Thakkar,

Purchaser :- M/s. Pranav Construction Through its Partners - 1) Ashok Jaychandji Jain, 2) Ganpat Kalu Gaikwad,

Date of Execution & Registration 14/08/2007, Regn.No. 4664, Stamp Duty Rs. 20/- Registration Fee Rs. 100/-

// 2 //

(Seen from SRO KLN - 3 Index II register)

3) Agreement for Sale Rs. 8,50,00,000/- Market Value Rs. 78,70,500/-;

C.T.S.No. **2868 A**, Area 1087.70 Sq.Meters Land on Building known as Jamuna Baug, House No. 112, Construction Area 433.33 Sq.Meters,

Vendor :- M/s. Pranav Construction Through its Partners - 1) Ashok Jaychandji Jain, 2) Ganpat Kalu Gaikwad,

Purchaser :- M/s. Manvi Holding Pvt.Ltd.Through its Director - Manish Ishwarlal Jain, Date of Execution 26/11/2007 Date of Registration 27/11/2007, Regn.No. 6585, Stamp Duty Rs. 42,32,600/- Registration Fee Rs. 30,000/-

(Seen from SRO KLN - 3 Index II register)

4) Power of Attorney;

C.T.S.No. **2868 A**, Area 1087.70 Sq.Meters Land on Building known as Jamuna Baug, House No. 112, Construction Area 433.33 Sq.Meters,

Vendor :- M/s. Pranav Construction Through its Partners - 1) Ashok Jaychandji Jain, 2) Ganpat Kalu Gaikwad,

Power of Attorney Holder - 1) Manish Ishwarlal Jain, 2) Ishwar Bhagwan Varade, Date of Execution & Registration 27/11/2007, Regn.No. 6586, Stamp Duty Rs. 100/- Registration Fee Rs. 100/-

TRANSACTION FOR THE YEAR 2008 :-

(Seen from SRO KLN - 1 Index II register)

Mortgage Deed Rs. 14,00,00,000/-;

C.T.S.No. **2868 A**, Area 1087.70 Sq.Meters Land on Building known as Jamuna Baug, (Ground + Two Upper Floor), House No. 112, Total 16 Rooms,

Mortgagor :- 1) M/s. Manvi Holding Pvt.Ltd.Through - Dnyaneshwar B.Patil, 2) M/s. Pranav Construction Through - Ashokkumar Jaychand Jain,

Mortgagee :- Kotak Mahindra Bank Ltd.Through its Manager - Pranay Kumar, Date of Execution 25/03/2008 Date of Registration 26/03/2008, Regn.No. 2324, Stamp Duty Rs. 7,00,000/- Registration Fee Rs. 30,000/-

TRANSACTION FOR THE YEAR 2009 :-

(Seen from SRO KLN - 3 Index II register)

Conveyance Deed Rs. 85,00,000/- Market Value Rs. 78,70,500/-;

C.T.S.No. **2868 A**, Area 1087.70 Sq.Meters Land on Building known as Jamuna Baug, House No. 112, Construction Area 433.33 Sq.Meters,

(Stamp Duty & Registration Fee paid vide Document No. 6585/2007, dated 27/11/2007)

Vendor :- M/s. Pranav Construction Through its Partners - 1) Ashok Jaychandji Jain, 2) Ganpat Kalu Gaikwad,

Purchaser :- M/s. Manvi Holding Pvt.Ltd.Through its Director - Manish Ishwarlal Jain, Date of Execution & Registration 11/05/2009, Regn.No. 2348, Stamp Duty Rs. 20/- Registration Fee Rs. 100/-

TRANSACTION FOR THE YEAR 2011 :-

(Seen from SRO KLN - 2 Index II register)

Agreement for Sale Rs. 25,00,000/- Market Value Rs. 25,00,000/-;

S.No. 37 Pt, T.D.R.Area 785 Sq.Meters used on C.T.S.No. **2868 A**,

Vendor :- 1) Umesh Dwarkadas Tanna, 2) Deepak Gurupal Gupta for Self & Power of Attorney Holder for - Rajendra Desai, Vishram S.Parab, Giridhar H.Kolte, Jaychand H.Kesarvani & Kalpana C.Janbandhu, 3) M/s. Pranav Construction Through its Partner - Ashok Jaychandji Jain,

Purchaser :- M/s. Manvi Holding Pvt.Ltd.Through - Ishwar B.Varade, Date of Execution & Registration 15/12/2011, Regn.No. 12380, Stamp Duty Rs. 75,000/- Registration Fee Rs. 25,000/-

TRANSACTION FOR THE YEAR 2012 :-

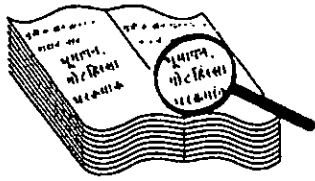
(Seen from SRO KLN - 1 Index II register)

1) Reconveyance of Mortgage;

C.T.S.No. **2868 A**, Area 1087.70 Sq.Meters Land on Building known as Jamuna Baug, (Ground + Two Upper Floor), House No. 112,

Vendor :- Kotak Mahindra Bank Ltd.Through - Ramesh Iyyer,

Purchaser :- 1) M/s. Manvi Holding Pvt.Ltd.Through - Dnyaneshwar B.Patil, Date of Execution 30/03/2012 Date of Registration 31/03/2012, Regn.No. 2210, Stamp Duty Rs. 200/- Registration Fee Rs. 100/-



G. H. JAGTAP

B.Com.

Searcher

Office : 112, 1st Floor, 'A' Wing, Madhav Baug Apt., Opp. Bank of Maharashtra / Anand Sports,
Station Road, Kalyan (W) - 421 301.

Resi. : Datta Kripa Niwas Hsg. Society, Chawl No. 1/4, Behind Sonali Bldg.,
Opp. Kala Talao, Thankar Pada, Kalyan (W) - 421 301.

// 3 //

(Seen from SRO KLN - 1 Index II register)

2) Mortgage Deed Rs. 6,00,00,000/-;

C.T.S.No. **2868 A**, Area 1087.70 Sq.Meters Land on Ground + Two Upper Floor Building,
Area 1285.69 Sq.Meters,

Mortgagor :- M/s. Manvi Holding Pvt.Ltd.Through its Authorized signatory holder -
Dnyaneshwar B.Patil,

Mortgagee :- Reliance Home Finance Ltd.Through its Executive officer - K.V.Srinivasan
Through its Power of Attorney Holder - Babaji M.Paradkar,
Date of Execution & Registration 31/10/2012, Regn.No. 8081,
Stamp Duty Rs. 3,00,000/- Registration Fee Rs. 30,000/-

NOTE :- According to available Manual Index-II register from the year
1985 To 2001 in S.R.O. KALYAN - 1.

NOTE :- According to available Computerized Index-II register from the year
2002 To 2012 in S.R.O. KALYAN - 1.
Nov. 2005 To 2012 in S.R.O. KALYAN - 2 To 4.
Oct. 2011 To 2012 in S.R.O. KALYAN - 5.

Attached Govt. Fees paid vide Receipt No. 3560,

Search Application No. 3560/2014, dated 03/03/2014

HENCE THIS SEARCH REPORT;

PLACE :- KALYAN;

DATE :- 05/03/2014



G. H. JAGTAP
SEARCHER (B.Com.)

1/4, Datta Kripa Niwas, Chawl Soci. Opp. Kala -
Talav, Near Sonali Bldg., Thankarpada,
Kalyan (W) - 421301. Mob. 9820429462