



# *Rekha Nair & Associates*

## **Advocates & Legal Consultants**

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Ref. No:- RN/SBI-BRB/KKCL-5

December 30, 2024

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

Dear Sir/Madam,

### Annexure – B

#### **REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY**

1.	a) Name of the Branch/Business Unit Office seeking opinion	State Bank of India, Backbay Reclamation Branch, Nariman Point, Mumbai.
	b) Reference No. and date of the letter under the 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	Residential Flat
3.	a) Name of the Unit/ Concern/ Company/ person offering the property/(ies) as security.	Mr. Ashit Chheda
	b) Constitution of the unit/concern/person offering the property for creation of charge.	Individual
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc).	Guarantor
4.	Value of Loan (Rs. in crores)	---
5.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Flat No. 2504 admeasuring 740 Sq. ft. Carpet area equivalent to 68.75 sq. mtrs. on the 25 <sup>th</sup> Floor along with 2 mechanized car parking spaces bearing No. ST174 and ST175 in the building known as "Atlantis C Wing" and Society known as Atlantis Cooperative Housing Society Limited situated on land bearing CTS No. 10 B/4 (Part), Sector 5, Village Powai, Hiranandani Gardens, Powai, Mumbai 400076.



	a) Survey No.	CTS No. 10 B/4 (Part) of Village Powai, Taluka Kurla District Mumbai Suburban.			
	b) Door no. ( in case of house property)	Flat No. 2504			
	c) Extent/ area including plinth/ built up area in case of house property	Area admeasuring 740 Sq. ft. Carpet area equivalent to 68.75 sq. mtrs.			
	d) Locations like name of the place, village, city, registration, sub-district etc.	Village Powai, Taluka Andheri District Mumbai Suburban.			
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.	21.10.2016	Agreement for Sale dated 21.10.2016 executed between M/s. Lake View Developers therein referred to as "Promoters" of the One Part and Mrs. Dharmistha Dilip Thacker therein referred to as the "Purchaser" of the other part, duly registered under Serial No. KRL3-8609-2016 dated 21.10.2016 by the Sub Registrar of Kurla-3 along with Registration Receipt.	Photocopy	No
	2.	31.08.2024	Agreement for Sale dated 31.08.2024 executed between Mrs. Dharmistha Dilip Thacker therein referred to as "Vendor" of the One Part and Mr. Ashit Chheda therein referred to as the "Purchaser" of the other part, duly registered under Serial No. KRL4-19974-2024 dated 31.08.2024 by the Sub Registrar of Kurla-4.	Certified Copy	No
	3.	31.08.2024	Registration Receipt No. 21392 dated 31.08.2024 issued by the Sub Registrar of Kurla-4.	Photocopy	No



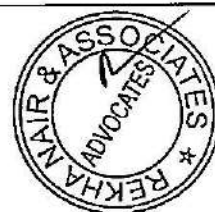
	4.	03.10.2024	Sale Deed dated 03.10.2024 executed between Mrs. Dharmistha Dilip Thacker therein referred to as "Vendor" of the One Part and Mr. Ashit Chheda therein referred to as the "Purchaser" of the other part, duly registered under Serial No. KRL4-22171-2024 dated 03.10.2024 by the Sub Registrar of Kurla-4.	Certified Copy	No
	5.	03.10.2024	Registration Receipt No. 23762 dated 03.10.2024 issued by the Sub Registrar of Kurla-4.	Photocopy	No
	6.	22.02.2021	Share Certificate No. 319 (10 Fully Paid Shares of Rs. 50/- each bearing distinctive Nos. 3181 to 3190) dated 22.02.2021, issued by Atlantis Cooperative Housing Society Limited.	Photocopy	No
	7.	02.01.2015	Title Certificate dated 02.01.2015 issued by M.V. Kini & Co. Advocates & Solicitors.	Photocopy	No
	8.	25.04.2014	Commencement Certificate bearing Ref No. CE/192/BPES/AS dated 25.04.2014 issued by Municipal Corporation of Greater Mumbai.	Photocopy	No
	9.	--	Floor Plan	Photocopy	No
	10.	13.02.2019	Full Occupation Certificate and Building Completion Certificate bearing Ref No. CE/192/BPES/AS dated 13.02.2019 issued by Municipal Corporation of Greater Mumbai.	Photocopy	No
	11.	--	RERA Certificate No. P51800000143	Photocopy	No
	12.	04.08.2015	Power of Attorney dated 04.08.2015 executed by Prakash Shah Authorized signatory of M/s. Lake View Developers in favor of Mr. Sanjay Bhatt and Others duly registered under Serial No. KRL3-6076-2015 at Sub Registrar Kurla-3 on 25.08.2015.	Photocopy	No
	13.	25.10.2024	Electricity Bill dated 25.10.2024 issued by Tata Power with respect of said Flat.	Photocopy	No
7. (a)	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)			Yes, obtained.	



b	Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	Yes
8. a	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes, online records available from 2002.
b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes, verification made on Index II issued by concerned Sub-Registrar.
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 Kurla
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 Kurla
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-I.</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.)	Ownership rights
	<b>If Ownership Rights,</b>	<b>Yes</b>
a	Details of the Conveyance Documents	Sale Deed dated 03.10.2024 duly registered under Serial No. KRL4-22171-2024 dated 03.10.2024 by the Sub Registrar of Kurla-4.
b	Whether the document is properly stamped.	Yes
c	Whether the document is properly registered.	Yes
	<b>If leasehold, whether;</b>	<b>No</b>
a	The Lease Deed is duly stamped and registered	Not Applicable
b	The lessee is permitted to mortgage the Leasehold right,	Not Applicable
c	Duration of the Lease/unexpired period of lease,	Not Applicable
d	if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not Applicable
e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
f	Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
	<b>If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;</b>	<b>No</b>
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



	<b>If occupancy right, whether;</b>	<b>No</b>
a	Such right is heritable and transferable,	No
b	Mortgage can be created.	Not Applicable
<b>12.</b>	<b>Has the property been transferred by way of Gift/Settlement Deed</b>	<b>No</b>
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
<b>13.</b>	<b>Has the property been transferred by way of partition / family settlement deed</b>	<b>No</b>
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. a	Whether the property belongs to any trust or is subject to the rights of any trust?	No
b	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
c	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
d	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
18	Is the property an Agricultural land	No
a	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	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. a	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation/mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	No
b	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
20. a	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
b	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	No
21. a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable





c	Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking?	Not Applicable
22. a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Not Applicable
b	Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not Applicable
23. a	Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No
b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	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.	No
25. a	Whether any POA is involved in the chain of title during the period of search?	Yes



b	Whether the POA involved is one coupled with interest, i.e. a Development Agreement – cum - Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	No
c	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Power of Attorney dated 04.08.2015 executed by Prakash Shah Authorized signatory of M/s. Lake View Developers in favor of Mr. Sanjay Bhatt and Others duly registered under Serial No. KRL3-6076-2015 at Sub Registrar Kurla-3 on 25.08.2015.
d	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not Applicable
e	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	Photocopy verified  Yes General POA  Yes
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?)	POA was in force and not revoked.
f	Please comment on the genuineness of POA?	It is genuine.
g	The unequivocal opinion on the enforceability and validity of the POA.	It is valid.
26.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
27.	If the property is a flat/apartment or residential/commercial complex	It is a Residential Flat



a	Promoter's/Land owner's title to the land/ building;	Clear and marketable
b	Development Agreement/Power of Attorney;	Kindly refer Annexure-1
c	Extent of authority of the Developer/builder;	Kindly refer Annexure-1
d	Independent title verification of the Land and/or building in question;	Title verification is limited to the said Flat
e	Agreement for sale (duly registered);	Yes
f	Payment of proper stamp duty;	Yes, proper stamp duty has been paid.
g	Requirement of registration of sale agreement, development agreement, POA, etc.;	Yes, Registered.
h	Approval of building plan, permission of appropriate/local authority, etc.;	Yes
i	Conveyance in favour of Society/ Condominium concerned;	Not found in Search.
j	Occupancy Certificate/allotment letter/letter of possession;	Full Occupation Certificate and Building Completion Certificate bearing Ref No. CE/192/BPES/AS dated 13.02.2019 issued by Municipal Corporation of Greater Mumbai.
k	Membership details in the Society etc.;	The Vendor is member of the Society.
l	Share Certificates;	Share Certificate has been issued.
m	No Objection Letter from the Society;	NOC from Society to be obtained.
n	All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/Building Regulations, Development Control Regulations, Co- operative Societies' Laws etc.	Complied.
o	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Yes, upon creation of mortgage of the said Premises, the society should be intimated about the mortgage and a confirmation from the Society of having noted the said mortgage is to be kept in record.
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?	Yes
II. B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Yes, RERA Certificate No. P51800000143
II. C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Yes



II. D	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Yes
28.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Presently said Flat is mortgaged with Yes 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.	We have conducted search for a period of 30 years from 1994 to 2024 in Sub-Registrar Office, Kurla and found that the subject property is mortgaged in favour of Yes 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?	Property Tax Paid
31. a	Urban land ceiling clearance, whether required and if so, details thereon.	Not Applicable
b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	Yes, required. However, in the absence of any notice of pendency of any proceedings or demand notice by Income Tax Department, a Declaration cum Indemnity by Mortgagor along with Certificate from a Chartered Accountant to this effect may be taken till the Mortgagors obtain, Certificate u/s 281 of the Income Tax Act 1961.
32. a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Not Applicable
b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes, with the SRO
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.	Property can be identified from the Electricity bill.
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).	Bank is advised to obtain the same.
36. a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
b	Property is SARFAESI compliant	Yes
37. a	Whether original title deeds are available for creation of equitable mortgage	Yes
b	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not Applicable
38.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	<p>1. In Maharashtra, stamp duty for both Equitable and Registered Mortgage is same i.e. 0.3% of the loan amount. In case of Equitable Mortgage, Notice of Intimation to be filed with the concerned Sub Registrar within 30 days from the creation of equitable mortgage;</p> <p>2. Upon creation of mortgage ROC and CERSAI should be completed within 30 days from the date of creation of mortgage;</p>
39.	The specific persons who are required to create	Mr. Ashit Chheda



	mortgage/to deposit documents creating mortgage.	
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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-C**

**CERTIFICATE OF TITLE**

We have examined copies of Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and we further certify that:

2. We have examined the Documents in detail, taking into account all the Guidelines in the check list vide **Annexure B** and the other relevant factors.
3. We confirm having made a search in the Land/Revenue records. We also confirm having verified and checked the records of the relevant Government Offices/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). We do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. We are liable /responsible, if any loss is caused to the Bank due to negligence on our part or by our agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), we hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. **Except for charge in favor of Yes 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 Mr. Ashit Chheda has an absolute, clear and Marketable title over the Schedule property/ (ies) subject to charge in favor of Yes Bank Limited. We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of Title deeds, we certify that deposit of following Title deeds/ documents would create a valid and enforceable mortgage.

Sr. No.	Date of Document	Name/Nature of Document	Original/ Certified Photocopy/ true copy
1.	21.10.2016	Agreement for Sale dated 21.10.2016 executed between M/s. Lake View Developers therein referred to as "Promoters" of the One Part and Mrs. Dharmistha Dilip Thacker therein referred to as the "Purchaser" of the other part, duly registered under Serial No. KRL3-8609-2016 dated 21.10.2016 by the Sub Registrar of Kurla-3 along with Registration Receipt.	Original
2.	31.08.2024	Agreement for Sale dated 31.08.2024 executed between Mrs. Dharmistha Dilip Thacker therein referred to as "Vendor" of the One Part and Mr. Ashit Chheda therein referred to as the "Purchaser" of the other part, duly registered under Serial No. KRL4-19974-2024 dated 31.08.2024 by the Sub Registrar of Kurla-4.	Original
3.	31.08.2024	Registration Receipt No. 21392 dated 31.08.2024 issued by the Sub Registrar of Kurla-4.	Original
4.	03.10.2024	Sale Deed dated 03.10.2024 executed between Mrs. Dharmistha Dilip Thacker therein referred to as "Vendor" of the One Part and Mr. Ashit Chheda therein referred to as the "Purchaser" of the other part, duly registered under Serial No. KRL4-22171-2024 dated 03.10.2024 by the Sub Registrar of Kurla-4.	Original
5.	03.10.2024	Registration Receipt No. 23762 dated 03.10.2024 issued by the Sub Registrar of Kurla-4.	Original
6.	22.02.2021	Share Certificate No. 319 (10 Fully Paid Shares of Rs. 50/- each bearing distinctive Nos. 3181 to 3190) dated 22.02.2021, issued by Atlantis Cooperative Housing Society Limited along with Memorandum of Transfer in the name of Mr. Ashit Chheda.	Original



7.	13.02.2019	Full Occupation Certificate and Building Completion Certificate bearing Ref No. CE/192/BPES/AS dated 13.02.2019 issued by Municipal Corporation of Greater Mumbai.	Photocopy
8.	--	No dues Letter/ Release Letter from Yes Bank Limited.	Original
9.	Latest	Electricity Bill and Property Tax Bill along with the receipt.	Photocopy
10.	--	NOC from the Society for creation of mortgage in respect of the said Flat.	Original

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

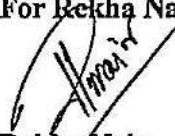
12. It is certified that the property is SARFAESI compliant.

#### SCHEDULE OF THE PROPERTY/IES

Flat No. 2504 admeasuring 740 Sq. ft. Carpet area equivalent to 68.75 sq. mtrs. on the 25<sup>th</sup> Floor along with 2 mechanized car parking spaces bearing No. ST174 and ST175 in the building known as "Atlantis C Wing" and Society known as Atlantis Cooperative Housing Society Limited situated on land bearing CTS No. 10 B/4 (Part), Sector 5, Village Powai, Hiranandani Gardens, Powai, Mumbai 400076.

Signature of the Advocate

For Rekha Nair & Associates

  
**Rekha Nair**  
 Advocate  
 Place: Mumbai



**ANNEXURE-1**  
**TITLE FLOW**

**Property Description:**

Flat No. 2504 admeasuring 740 Sq. ft. Carpet area equivalent to 68.75 sq. mtrs. on the 25th Floor along with 2 mechanized car parking spaces bearing No. ST174 and ST175 in the building known as "Atlantis C Wing" and Society known as Atlantis Cooperative Housing Society Limited situated on land bearing CTS No. 10 B/4 (Part), Sector 5, Village Powai, Hiranandani Gardens, Powai, Mumbai 400076.

**Title History:**

By virtue of the title documents and title certificate issued by M.V. Kini provided to us, it appears to us as follows:

- a. The Mumbai Metropolitan Region Development Authority (hereinafter referred to as "MMRDA") in pursuance of the provision of MMRDA Act formulated and sanctioned at its 9<sup>th</sup> meeting held on 24<sup>th</sup> January, 1977, a scheme called "Powai Area Development Scheme" for the development of lands situated lying and being at Villages Powai and Tirandaz of Taluka Kurla in the registration district and sub-district of Mumbai City and Mumbai Suburban.
- b. Further, it is observed that M/s. N. Lajpatrai Dharia & Co. (hereinafter referred to as "Owners") were the owners of all those pieces or parcels of land or ground situate lying and being at village Powai hear I.I.T., off. Adi Shankaracharya Marg, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bearing C.T.S. No. 4, 5, 8, 9, 10, 11, 12, 13(pt), 14(pt), 16(pt), 17, 18(pt), 19(pt), 24(pt) & 25 of Village Powai and admeasuring 3,64,760 Sq. Mtrs. or thereabouts.
- c. The said Owners and M/s. Lake View Developers (hereinafter called "said Lake View") had entered into Agreement for Development cum Sale dated 15th December, 1983, whereby the said Owners granted exclusive right of development in respect of the said Property to the said Lake View and had placed the Said Lake View in exclusive possession of the said Property. The said Owners also executed Power of Attorney dated 15th December, 1983, in favour of Partner of the said Lake View, thereby authorizing him to do acts and deeds, as contained therein. The said Owners thereafter executed Supplemental Agreement dated 12th June, 1985, with the said Lake View, whereby it was agreed by the said Owners that the said Lake View would be entitled to part with possession of the Said Property for which full payment was received.



- d. Further, by an Agreement dated 02.12.1992, Shri Jaylal Parmanand Dadhia had agreed to sell the said Land to M/s. Sai Tirth Developers Private Limited ("Developers") for terms and conditions mentioned therein. Pursuant to the said Agreement, Shri Jaylal Parmanand Dadhia executed a Power of Attorney dated 28.04.1993 in favor of the Developers thereby appointing them to perform acts, deeds, things as contained therein in respect of the Land.
- e. Further, by a Tripartite Agreement dated 19th November, 1986, made between the Governor of Maharashtra of the first part, the said MMRDA of the second part and Harishchandra Chandrabhan Sharma and others, it also included the said Owners, the said Original Owners, through their C.A., the Partner of the said Lake View, surrendered and delivered the said Property to the State Government and/or the said MMRDA pursuant to the said reservation under the said MMRDA Act of 1974 and accordingly the Governor of Maharashtra and the said constituted authority, MMRDA, agreed to dispose of by way of a lease the said Property back to the said Owners, as per the terms and conditions set out therein. Pursuant to the said Tripartite Agreement of 19th November, 1986, an Agreement to Lease was also executed on the same day i.e. on 19th November, 1986, by MMRDA in favour of the said Owners as the then licensees and the said Owners were accordingly allowed to enter upon to deal with and develop the said Property subject to the terms and conditions therein contained which include an agreement to grant a lease for period of 80 years, as contained therein.
- f. Further, Vide Writing dated 21st January, 1991, addressed to the said Lake View, whereby the Original Owners confirmed having received full payment of consideration and that they having no financial or other claim of any nature whatsoever against the said Lake View and reiterated that the said Lake View is entitled inter alia to develop, sell, lease, mortgage the said Property, as it may in its sole and absolute discretion deem fit without any reference or recourse to the Owners.
- g. Thus, the said Lake View is in exclusive possession of the said Property from the year 1983 except for a portion of land admeasuring 14,717 sq. mtrs. retained by the Owners and is developing the said Property in a phased wise manner since then.
- h. Further, said Lake View is constructing building names "Atlantis" with three wings A, B and C over the portion of said Property.



- i. Further, said Lake View got the building plan sanctioned by the Municipal Corporation of Greater Mumbai through IOD bearing No. CE/192/BPES/AS dated 05.10.2011 and Commencement Certificate bearing Ref No. CE/192/BPES/AS dated 25.04.2014 for commencement of the construction.
- j. Further, Agreement for Sale dated 21.10.2016 executed between M/s. Lake View Developers therein referred to as "Promoters" of the One Part and Mrs. Dharmistha Dilip Thacker therein referred to as the "Purchaser" of the other part, duly registered under Serial No. KRL3-8609-2016 dated 21.10.2016 by the Sub Registrar of Kurla-3, the said Promoter sold and transferred Flat No. 2504 admeasuring 740 Sq. ft. Carpet area equivalent to 68.75 sq. mtrs. on the 25th Floor in the building known as "Atlantis C Wing" ("Flat") for the terms and conditions mentioned therein.
- k. Further, M/s. Lake View Developers and some other entities have been merged with M/s. HGP Community Private Limited, under the Amalgamation/Merger Scheme approved by the Bombay High Court on 18<sup>th</sup> November, 2016, vide common order in CSPs 483 to 489/2016. As a result, thereof, the assets and liabilities of M/s. Lake View Developers stood transferred to M/s. HGP Community Private Limited.
- l. Further, Mrs. Dharmistha Dilip Thacker has mortgaged the said Flat by way of Deposit of Title Deeds to avail loan/financial assistance from State Bank of India, RACPC Ghatkopar on 04.05.2017. A Notice of Intimation regarding the mortgage was registered under Serial No. KRL3-1763-2017 by Sub-Registrar- Kurla-3 on 17.05.2017. Further No dues certificate 11.06.2018 was issued by State Bank of India.
- m. Further, Full Occupation Certificate and Building Completion Certificate bearing Ref No. CE/192/BPES/AS dated 13.02.2019 issued by Municipal Corporation of Greater Mumbai for Wing – C comprising of 2 level basements + stilt+ 1st to 4th floor part podium & part residential + 5th to 28th upper floors for residential building Atlantis.
- n. Further, the flat purchasers, formed a housing society under the name of Atlantis Co-operative Housing Society Limited ("Society") under Maharashtra Co-operative Societies Act 1960 and Society Registration Certificate dated 30.12.2019 bearing Reg. No. MUM/WS/HS/(TC) 11120 was issued.





- o. Further, Share Certificate dated 22.02.2021 bearing No. 319 was issued by the said Society in the name of Mrs. Dharmistha Dilip Thacker pertaining to the said Flat allotting 10 fully paid-up shares of Rs 50 each from Sr. No. 181 to 190 (both inclusive) ("Shares").
- p. Further, by an Agreement for Sale dated 31.08.2024 executed between Mrs. Dharmistha Dilip Thacker therein referred to as "Vendor" of the One Part and Mr. Ashit Chheda therein referred to as the "Purchaser" of the other part, duly registered under Serial No. KRL4-19974-2024 dated 31.08.2024 by the Sub Registrar of Kurla-4 wherein the said Vendor agreed to sell and transfer said Flat in favor of said Purchaser for the terms and conditions mentioned therein.
- q. Further, by a Sale Deed dated 03.10.2024 executed between Mrs. Dharmistha Dilip Thacker therein referred to as "Vendor" of the One Part and Mr. Ashit Chheda therein referred to as the "Purchaser" of the other part, duly registered under Serial No. KRL4-22171-2024 dated 03.10.2024 by the Sub Registrar of Kurla-4 wherein the said Vendor sold and transferred said Flat in favor of said Purchaser for the terms and conditions mentioned therein.
- r. Further, Mr. Ashit Chheda has mortgaged the said Flat by way of Deposit of Title Deeds to avail loan/financial assistance from Yes Bank Limited on 06.11.2024. A Notice of Intimation regarding the mortgage was registered under Serial No. KRL3-2535-2024 by Sub-Registrar- Kurla-3 on 11.11.2024.

**OPINION:**

Based upon title documents provided to us, we understand that the said Flat was purchased by Mr. Ashit Chheda through registered deed. We have caused search in the office of Sub Registrar, Kurla for a period of 30 years from 1994 to 2024, and have not observed any adverse transaction as per available records except for charge in favor of Yes Bank Limited.

In view of the above, Mr. Ashit Chheda has quiet, vacant and peaceful possession of the said Flat and have acquire/s valid clear, legal, marketable, and free from registered encumbrances, rights to the said Flat subject to charge of Yes Bank Limited.

Signature of the Advocate  
For Rekha Nair & Associates

  
Rekha Nair  
Advocate



**SEARCH REPORT**  
**At Kurla- SUB REGISTRAR OFFICE**

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

2002            **NIL**  
To  
2015  
-----

2016            **Agreement for Sale**

**Date: 21.10.2016**  
**Regn: 21.10.2016**

**SERIAL NO. KRL3-8609-2016**

M/s. Lake View Developers

And

Mrs. Dharmistha Dilip Thacker

**SCHEDULE:**

Flat No. 2504 admeasuring 740 Sq. ft. Carpet area equivalent to 68.75 sq. mtrs. on the 25th Floor along with 2 mechanized car parking spaces bearing No. ST174 and ST175 in the building known as "Atlantis C Wing" situated on land bearing CTS No. 10 B/4 (Part), Sector 5, Village Powai, Hiranandani Gardens, Powai, Mumbai 400076.

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2017            **Notice of Intimation**

**Date: 04.05.2017**  
**Regn: 17.05.2017**

**SERIAL NO. KRL3-1763-2017**

Mrs. Dharmistha Dilip Thacker

And

State Bank of India, RACPC Ghatkopar



**SCHEDULE:**

Flat No. 2504 admeasuring 740 Sq. ft. Carpet area equivalent to 68.75 sq. mtrs. on the 25th Floor along with 2 mechanized car parking spaces bearing No. ST174 and ST175 in the building known as "Atlantis C Wing" situated on land bearing CTS No. 10 B/4 (Part), Sector 5, Village Powai, Hiranandani Gardens, Powai, Mumbai 400076.

2018  
To  
2023

NIL

2024 Agreement for Sale

Date: 31.08.2024

SERIAL NO. KRL4-19974-2024

Regn: 31.08.2024

Mrs. Dharmistha Dilip Thacker

And

Mr. Ashit Chheda

**SCHEDULE:**

Flat No. 2504 admeasuring 740 Sq. ft. Carpet area equivalent to 68.75 sq. mtrs. on the 25th Floor along with 2 mechanized car parking spaces bearing No. ST174 and ST175 in the building known as "Atlantis C Wing" situated on land bearing CTS No. 10 B/4 (Part), Sector 5, Village Powai, Hiranandani Gardens, Powai, Mumbai 400076.

**Sale Deed**

Date: 03.10.2024

SERIAL NO. KRL4-22171-2024

Regn: 03.10.2024

Mrs. Dharmistha Dilip Thacker

And



Mr. Ashit Chheda

**SCHEDULE:**

Flat No. 2504 admeasuring 740 Sq. ft. Carpet area equivalent to 68.75 sq. mtrs. on the 25th Floor along with 2 mechanized car parking spaces bearing No. ST174 and ST175 in the building known as "Atlantis C Wing" situated on land bearing CTS No. 10 B/4 (Part), Sector 5, Village Powai, Hiranandani Gardens, Powai, Mumbai 400076.

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

**Date: 06.11.2024**

**SERIAL NO. KRL3-2535-2024**

**Regn: 11.11.2024**

Mr. Ashit Chheda

And

Yes Bank Limited

**SCHEDULE:**

Flat No. 2504 admeasuring 740 Sq. ft. Carpet area equivalent to 68.75 sq. mtrs. on the 25th Floor along with 2 mechanized car parking spaces bearing No. ST174 and ST175 in the building known as "Atlantis C Wing" situated on land bearing CTS No. 10 B/4 (Part), Sector 5, Village Powai, Hiranandani Gardens, Powai, Mumbai 400076.

.....  
**Remarks:**

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



<b>MH012421318202425E</b>	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
11 Dec 2024	Receipt	Receipt no.: 1113795042
	Name of the Applicant :	Rekha Nair and Associates
	Details of property of which document has to be searched :	Dist :Mumbai Sub-urban District Village :Pavai S.No/CTS No/G.No. : 10
	Period of search :	From :2002 To :2024
	Received Fee :	575
The above mentioned Search fee has been credited to government vide GRN no :MH012421318202425E		
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 ' <a href="http://gras.mahakosh.gov.in/challan/views/frmSearchChallanWithoutReg.php">gras.mahakosh.gov.in/challan/views/frmSearchChallanWithoutReg.php</a> '.		





CHALLAN  
MTR Form Number-6



GRN	MH012421917202425E	BARCODE	11 12 2024 16:29:10		Date	11/12/2024-16:29:10	Form ID	
Department			Inspector General Of Registration				Payer Details	
Search Fee			TAX ID / TAN (If Any)					
Type of Payment			Other Items		PAN No.(If Applicable)			
Office Name			KRL4_JT SUB REGISTRAR KURLA NO 4		Full Name			
Location			MUMBAI		Rakha Nair and Associates			
Year			2024-2025 One Time		Flat/Block No.			
Account Head Details			Amount In Rs.		Premises/Building			
0030072201 SEARCH FEE			175.00		Road/Street			
					Area/Locality			
					Town/City/District			
					PIN			
					Remarks (If Any)			
					Search for a period of 7 years i.e. 1994 to 2001			
					Amount In			
					One Hundred Seventy Five Rupees Only			
Total			175.00		Words			
Payment Details			STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque-DD Details			Bank CIN		Ref. No.		00040572024121152290	
Cheque/DD No.			Bank Date		RBI Date		11/12/2024-17:21:14	
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

सदर चलन 'ट्रिप ऑफ पेमेंट' मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणांसाठी किंवा नोंदणी न करता याच्या दस्तांसाठी लागू नाही.

Mobile No. : 9111129495

