

V. S. Legal Associates

Advocates High Court

S. V. Lad

1A & 5, 5/A, 4th Floor, Kamanwala Chamber,
Premises Co-op. Society Ltd.
Sir P. M. Road, Mumbai 400 001
Tel. No: 91-022-66316626
Tel. No: 91-022-617559/60
Email Id: vs_legal@yahoo.co.in

VS/SBI/RACPC/CHINCHPOKLI/1549/2023

DATE 06/03/2023

To,

The Assistant General Manager,
State Bank of India
RACPC, Chinchpokli,
Mumbai.

Sir,

A/c.: Amit Dilip Mehta & Preeti Amit Mehta (proposed Borrowers)

MEMORANDUM OF COST

Professional Charges for taking Search Prepared the Search Report	Rs. 3250.00
Search Charges	Rs. 750.00
Total	Rs. 4000.00 =====

Kindly remit our professional charges in respect of the abovesaid title certificate in our current **SBI A/c No.30314930641, IFS Code: SBIN0001821, Churchgate Branch, Mumbai.**

For V. S. Legal Associates

Advocate



CHALLAN
MTR Form Number-6



MTR16193187202223E		BARCODE		Date	02/03/2023-14:35:19		Form ID	
Department Inspector General Of Registration				Payer Details				
Type of Payment Search Fee				TAX ID / TAN (If Any)				
Type of Payment Other Rems				PAN No.(If Applicable)				
Office Name MUMI MARRIAGE OFFICER MUMBAI CITY 1				Full Name		ADV SHIRISH LAD		
Location MUMBAI				Flat/Block No.				
Year 2022-2023 One Time				Premises/Building				
Account Head Details			Amount In Rs.	Road/Street				
330072201 SEARCH FEE			750.00	Area/Locality				
				Town/City/District				
				PIN				
				Remarks (If Any)				
				VILLAGE BYCULLA C.S NO 1798 1994 TO 2023 30 YEARS				
				Amount In	Seven Hundred Fifty Rupees Only			
			750.00	Words				
Bank Details IDBI BANK				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	69103332023030216670	2795462490	
DD No.				Bank Date	RBI Date	02/03/2023-14:36:09	Not Verified with RBI	
Bank				Bank-Branch		IDBI BANK		
Branch				Scroll No. , Date		Not Verified with Scroll		

This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document. Mobile No. : 9867267216
 ही चालान केवल उक्त कारणों के लिए ही मान्य है। अन्य कारणों के लिए मान्य नहीं है। दस्तावेज नोंदणी न करवाया गया है।
 This document is valid only for the reason mentioned in the type of payment. Not valid for other reasons or unregistered document.
 यह दस्तावेज केवल उक्त कारणों के लिए ही मान्य है। अन्य कारणों के लिए मान्य नहीं है। दस्तावेज नोंदणी न करवाया गया है।

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DATE 06/03/2023

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, RACPC, Chinchpokli, Mumbai
	b) Reference No. and date of the letter under the cover of the documents tendered for scrutiny	By Hand
	c) Name of the Borrowers.	Amit Dilip Mehta & Preeti Amit Mehta (proposed Borrowers)
2.	a) Type of Loan	Home Loan
	b) Type of property	Flat
3.	a) Name of the Unit/ Concern/ Company/ person offering the property/ (ies) as security.	Amit Dilip Mehta & Preeti Amit Mehta (proposed Borrowers)
	b) Constitution of the unit/concern/person offering the property for creation of charge.	Joint Applicants
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.	Borrowers
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. B-4803, comprising an Adm. area 1283 sq. ft. (as per RERA Carpet), on 48 th Floor, Wing B, in the Building known as "MONTE SOUTH" constructed on CS No. 1798 (Pt), 16/1840 & 1841 (Pt) lying and situated at Village Byculla Division, Mumbai District
	a) Survey No.	CS No. 1798 (Pt), 16/1840 & 1841 (Pt)
	b) Door no. (in case of house property)	Flat No. 4803
	c) Extent/ area including plinth/ built up area in case of house property	Adm. area 1283 sq. ft. (As per RERA Carpet),
	d) Locations like name of the place, village, city, registration, sub-district etc.	Village Byculla Division, Mumbai District
6.	a) Particulars of the documents scrutinized- serially and chronologically	Mentioned herein under



By Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.		Mentioned herein under		
Notes: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.				
Sr. No.	Date of Document	Name of the parties	Original/ Certified Photocopy / true copy	In case of copies, whether the original was scrutinized by the advocate.
1.	01/04/2021	Part Occupancy Certificate issued by MCGM	Photo copy	No
2.	13/12/2013	Commencement Certificate issued by MCGM	Photo copy	No
3.	18/08/2021	Approved Plan issued by MCGM	Photo copy	No
4.	09/09/2021	RERA Registration Certificate	Photo copy	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)		No instructions, hence not 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).		As above	
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?		Partly available with concern Records	
b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.		Yes,	

c	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	Not Possible
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?	Mumbai
b	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar-general. If so, please name all such offices?	Sub Registrar Assurance at Mumbai 01 to 05
c	Whether search has been made at all the offices named at (b) above?	Yes
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)	Annexed as Annexure-1
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
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.	Not Applicable
11. a	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Ownership Right
	If Ownership Rights,	Yes
a	Details of the Conveyance Documents	No
b	Whether the document is properly stamped.	Agreement is yet to be stamped
c	Whether the document is properly registered	Agreement is yet to be executed and

a	The Lease Deed 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	In a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not Applicable
e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
f	Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
	If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / mam Holder / Allottee etc, whether;	No
a	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable
b	the mortgagor is competent to create charge on such property?	Not Applicable
c	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not Applicable
	If occupancy right, whether;	
a	Such right is heritable and transferable,	Yes
b	Mortgage can be created.	Yes
12.	Has the property been transferred by way of Gift/Settlement Deed	No
a	The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
b	The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
c	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not Applicable
d	The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
e	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	Not Applicable
f	Whether the Donee is in possession of the gifted property?	Not Applicable
g	Whether any life interest is reserved to the Donor or	Not Applicable

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of
13.

	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
13.	Has the property been transferred by way of partition / family settlement deed	No
a	whether the original deed is available for deposit. If not the modality /procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
b	Whether mutation has been effected	Not Applicable
c	Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
d	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not Applicable
e	In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/ complied with.	Not Applicable
f	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
14.	Whether the title documents include any testamentary documents /wills?	No
a	In case of wills, whether the will is registered will or unregistered will?	Not Applicable
b	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
c	Whether the property is mutated on the basis of will?	Not Applicable
d	Whether the original will is available?	Not Applicable
e	Whether the original death certificate of the testator is available?	Not Applicable
f	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable
g	Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	Not Applicable
15.	Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	No
	restriction in creation of charges	Not Applicable

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

b 21.a	<p>Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?</p> <p>Whether the property is involved in or subject matter of any litigation which is pending or concluded?</p>	<p>No outcome</p> <p>Writ Petition no. 2669/2008 filed by the Khatau Makanji Kamgar Committee before the Hon'ble High Court Bombay, against Khatau Makanji Spinning and Weaving Company Limited and Ors.</p> <p>Writ Petition no. 1980 of 2019 filed by the Swayam Realtors and Traders LLP before the Hon'ble High Court Bombay, against State of Maharashtra and Ors.</p>
b	<p>If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?</p>	<p>Such litigation would not adversely affect the creation of a valid mortgage or have any implication of its future enforcement</p>
c	<p>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?</p>	<p>Not Applicable</p>
22.a	<p>In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?</p>	<p>No</p>
b	<p>Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?</p>	<p>Not Applicable</p>
c	<p>Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?</p>	<p>Not Applicable</p>
23.a	<p>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.</p>	<p>Yes</p>
b/1	<p>Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes/ No.</p>	<p>No</p>
b/2	<p>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)?</p>	<p>Yes</p>

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)?	the IDBI
b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	Charge release letter to be obtained from the IDBI Trusteeship Service Ltd
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?	No
b	Whether the POA involved is one coupled with interest, i.e. a Development Agreement - cum -Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not Applicable
	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Not Applicable
c	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not Applicable
d	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a special	Not Applicable

e	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub registrar also?)	Not Applicable
f	Please comment on the genuineness of POA?	Not Applicable
g	The unequivocal opinion on the enforceability and validity of the POA.	No
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.	Flat
27.	If the property is a flat/apartment or residential/commercial complex	Ownership Rights
a	Promoter's/land owner's title to the land/ building;	Not Applicable
b	Development Agreement/Power of Attorney;	Sell
c	Extent of authority of the Developer/builder;	Title in respect of flat verified in the SRO
d	Independent title verification of the land and/or building in question;	Yet to be executed and registered
e	Agreement for sale (duly registered);	Yet to be paid
f	Payment of proper stamp duty;	Agreement for sale should be registered after execution.
g	Requirement of registration of sale agreement, development agreement, POA, etc.;	No
h	Approval of building plan, permission of appropriate / local authority, etc.;	Not Yet
i	Conveyance in favour of Society/ Condominium concerned;	Part OC dated 01/04/2021
j	Occupancy Certificate / allotment letter / letter of possession;	After Society formation
k	Membership details in the Society etc.;	As above
l	Share Certificates;	NOC to be obtained from the M/s. Swayam Realtors and Traders LLP, for creating equitable mortgage
m	No Objection Letter from the Society;	Complied
n	All legal requirements under the local/Municipal laws, regarding ownership of flats / Apartments / Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes with Builder
o	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	

P	If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	Yes
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?	
II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	<p>The said M/s. Swayam Realtors and Traders LLP have registered the said project under the provision of Maharashtra Real Estate Regulatory Authority being Registration No. P51800001585 dated 29/07/2017 and further amended dated 09/09/2021 ending with dated 30/06/2024 (MONTESOUTH-4) and</p> <p>P51900001346 Dated 27/07/2017 and further amended dated 09/09/2021 ending with dated 30/12/2024 (MONTESOUTH-5)</p> <p>P51800002818 Dated 04/08/2017 ending with dated 30/06/2025 (MONTESOUTH-6)</p>
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.	We have conducted search for 30 years in Sub Registrar office at Mumbai 01 to 05 & noticed that abovesaid property Mortgage with the IDBI Trusteeship Service Ltd .
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.	Years 1994 - 2023 Charge release letter to be obtained from the IDBI Trusteeship Service Ltd
30.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid
31. a b	Urban land ceiling clearance, whether required and if so, details thereon Whether No Objection Certificate under the Income Tax Act is	Not required

- 12. Details of FID contracts (including contracts) / Katta contract pertaining to the property in question. Not Applicable
- 13. a) Whether the name of mortgagee is reflected as owner in the revenue / Municipal / Village records? Yes as stated
- 13. b) Whether the property offered as security is legally demarcated? Yes
- 13. c) Whether the demarcation plan of the property is legally valid? Yes
- 13. d) Whether the property has clear access as per documents? The property should be legally accessible through normal means or transport goods or machines / houses as the case may be. Yes
- 14. a) Whether the property can be identified from the following documents:
 - i) Document in relation to electricity connection;
 - ii) Document in relation to water connection;
 - iii) Document in relation to State Tax Registration, if applicable;
 - iv) Other utility bills, if any.
- 14. b) Discrepancy / material circumstances, if any revealed in such scrutiny? Not yet, as the Property is under construction
- 15. a) Whether the documents or Valuation report / approved valuation plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and / or approved plan are not available at the time of preparation of TR, please provide these documents subsequently, on receipt of the same). Valuation report not produced
- 16. a) Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security? Yes
- 16. b) Property is SARFAESI compliant? Yes
- 17. a) Whether original title deeds are available for creation of equitable mortgage? Yes
- 17. 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 precautions to be taken by the Bank in this regard. Not Applicable



<p>38. Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.</p>	<p>> Before sanctioning the said loan to the prospective Borrower the Bank Should ascertain the existence and present status of the status flat/ Building.</p> <p>> Before disbursement of the loan kindly cross verify NOC-Cum Mortgage noting letter issued by the Builder.</p> <p>> Upon creation of mortgage, the charge should be recorded in the record of the society by obtaining letter to that effect from Builder.</p> <p>> In View of the Various Fraudulent instant, it is notice that the borrower/guarantor presents original the documents alongwith the proposal, borrower at the time of the creation of mortgage borrower Guarantors deposit colour/fabricated/ forged title deed, in the above backdrop bank is advised to kindly verify the genuineness of the Title Deed.</p>
<p>39. The specific persons who are required to create mortgage/to deposit documents creating mortgage.</p>	<p>Amit Dilip Mehta & Preeti Amit Mehta (proposed Borrowers)</p>

Note: In case separate sheets are required, the same may be used, signed and annexed.

Date: 06/03/2023

Place: Mumbai

Signature of the Advocate



CERTIFICATE OF TITLE

I have examined the photocopies of the title deed the which are 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 I further certify that:

1. 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.
2. 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 find that the abovesaid property mortgaged with the IDBI HDFC Ltd. which would not 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. **Encumbrances Noticed.** Charge Release letter to be obtained from the IDBI Trusteeship Service Ltd.
3. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, no 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.
4. There are prior Mortgage with the IDBI Trusteeship Service Ltd as could be seen from the Encumbrance Certificate for the period from 1994 to 2023 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances, subject to above clause 2.
5. In case of second/subsequent charge in favor 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 **(Not Applicable)**
6. Minor/(s) and his/ their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name). **(Not Applicable).**
7. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers Amit Dilip Mehta & Preeti Amit Mehta (proposed Borrowers) after execution and registration of Agreement for Sale, subject to above clause 2.
8. I certify that M/s. Swayam Realtors and Traders LLP have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable, Subject to above clause 2.
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.

1.	-----	Proposed Agreement for sale executed between M/s. Swayam Realtors and Traders LLP and Amit Dilip Mehta & Preeti Amit Mehta (proposed Borrowers)	Original
2.	-----	Proposed Registration Receipt	Original
3.	-----	Proposed Index-II	Original
4.	01/04/2021	Part Occupancy Certificate issued by MCGM	Original
5.	01/12/2022	RERA Registration Certificate	Photo copy
6.	13/12/2013	Commencement Certificate issued by MCGM	Photo copy
7.	18/08/2021	Approved Plan issued by MCGM	Photo copy
8.	-----	No Objection Certificate to be obtained from the IDBI Trusteeship Service Ltd	Photo copy
9.	-----	NOC to be obtained from the M/s. Swayam Realtors and Traders LLP, for creating equitable mortgage	Original

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

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

SCHEDULE OF THE PROPERTY/IES

Flat No. B-4803, comprising an Adm. area 1283 sq. ft. (as per RERA Carpet), on 4th Floor, Wing B, in the Building known as "MONTE SOUTH" constructed on CS No. 1798 (Pt), 16/1840 & 1841 (Pt) lying and situated at Village Byculla Division, Mumbai District.

Place : Mumbai

Date : 06/03/2023

Signature of the Advocate



FLOW OF TITLE

Annexure -1

After going through the record documents made available to us, it observed from the property card that Dwarkadass Vussonjee was the owner of the land bearing C. S. No. 1798 (P), Adm. Area 23, 257.72 sq. mtrs., C. S. No. 16/1840 Adm. Area 4416.42 sq. mtrs., C. S. No. 1841 (P), Adm. Area 9890.7 sq. mtrs., 9890.7 sq. mtrs., and C. S. No. 1798 (P), Adm. Area 8710.8 sq. mtrs. & C. S. No. 1841 (P), Adm. Area 3147.2 sq. mtrs., lying being situated at Village Byculla, Mumbai District.

By an Indenture of Conveyance dated 05/01/1876 executed the said Dwarkadass Vussonjee at the request of the said Khatau Makanji sold, conveyed the property admeasuring 10,392 square yards equivalent to 8,691.54 square meters bearing New Survey No.3472, to Khatau Makanji Spinning and Weaving Company Limited, on the terms and conditions contained therein, which is duly registered with the Sub-Registrar of Assurances, Bombay under Serial No. 3A of 1876.

By and under an Indenture dated 27/03/1896 executed the said Krishnanath Ambarnath Kirtikar sold, conveyed the property admeasuring 4,474 square yards equivalent to 3,740.83 square meters bearing New Survey No.3477, to Khatau Makanji Spinning and Weaving Company Limited, on the terms and conditions contained therein, which is duly registered with the Sub-Registrar of Assurances, Bombay under Serial No. 1174A of 1896.

By an Indenture of Conveyance dated 09/08/1900 executed the said Municipal Corporation of the City of Bombay granted, assigned, conveyed and assured unto the area adm admeasurement 5,932 square yards equivalent to 4,959.90 square meters bearing New Survey Nos. 3589, 3590 and 3591, to Khatau Makanji Spinning and Weaving Company Limited, on the terms and conditions contained therein, which is duly registered with the Sub-Registrar of Assurances, Bombay under Serial No. 1882A of 1900.

By an Indenture of Conveyance dated 02/08/1911 executed the said Karsondas Hargovan Chattu, Ramdas Karsondas, Moorarji Karsondas, Parmanand Karsondas and Toolsidas Karsondas (being the minor sons of Karsondas Hargovan Chattu by their father and natural guardian) and Mamubai (the widow and the heir of Damodar Madhawji Rupjee) and Gordhandas Khattau granted unto admeasuring 6,618 square yards equivalent to about 5,533.49 square meters or thereabouts bearing Old Survey Nos.322, 323 and 324 and New Survey Nos.1/3474, 2/3473 and 1/3473 and admeasuring 164 square yards equivalent to 137.13 square meters or thereabouts bearing Old Survey Nos.320 and 321 and New Survey No.3/3476 aggregating to 5,670.62 square meters to Khatau Makanji Spinning and Weaving Company Limited, on the terms and conditions contained therein, which is duly registered with the Sub-Registrar of Assurances, Bombay under Serial No. 2506A of 1911.

By and under an Indenture of Conveyance dated 24/06/1936 executed the said Municipal Corporation of the City of Bombay and Ivon Hope Taunton granted and conveyed Plot A admeasuring 2,301.33 square yards equivalent to 1,924.21 square meters bearing New Survey No.3479(part) and Cadastral Survey No.1798 (part) of Byculla Division, Plot H admeasuring 5,282 square yards equivalent to 4,416.42 square meters bearing New Survey No.3481, 3486 (part) and 3487 (part) and Cadastral Survey No.16/1840 of Byculla Division and (iii) (a) Plot J admeasuring 2,908.67 square yards equivalent to 2,432.02 square meters bearing New Survey No. 3479 (part) and Cadastral Survey No.1841 (part) of Byculla Division and Plot K admeasuring 8,920.55 square yards equivalent to Page 4 of 47 7,458.72 square meters bearing New Survey No.3480-3546 (part) and 3479 (part) and Cadastral Survey No.1841 (part) of Byculla Division aggregating to 9,890.73 square meters to Khatau Makanji Spinning and Weaving Company Limited, on the terms and conditions contained therein, which is duly registered with the Sub-Registrar of Assurances, Bombay under Serial No. 3713 of 1936.

By a letter dated 14/04/2011 and vide Reference No. EB/4820/E/AL addressed by MCGM to M/s. Matrix, Architects, MCGM has approved the amended layout plan with respect to the said Land subject to the terms and conditions as stated in the letters of approval dated 06/08/2009 and 09/11/2010.

By and under its letter dated 09/05/2011 vide No. EB/5709/E/A addressed to M/s. Matrix, MCGM has granted its approval to the amended plans submitted with respect to residential Building No.1 proposed to be constructed on the said Land subject to the terms and conditions mentioned therein.

By and under a letter dated 05/12/2011 issued by the MCGM, Traffic Control Branch, MCGM has stated that the proposal to develop a public parking lot on the said Land shall be considered on the terms and conditions mentioned therein

MCGM, Mumbai Fire Brigade, has, by and under its letter dated 30/05/2012 vide No. F.B /HR/ City/99 issued a no objection for the construction of a high-rise residential buildings as set out therein.

By a letters dated 18/10/2014 vide No. EB/4820/E/AL addressed to M/s. Matrix, MCGM has granted its approval to the amended Layout Plans with respect to the said property on the terms and conditions contained therein.

A portion of the said property is under lease from the MCGM. For better planning execution of the said Project, the Swayam Realtors and Traders LLP had put up the proposal to change the location of the Leasehold Land. The change of location of the Leasehold Land has been permitted by the Improvement Committee and the MCGM vide their letters both dated 21/03/2016 on the terms and conditions contained therein.

The MCGM vide its letter dated and 04/08/2016 vide No. EB/4820/E/AL granted its approval to amend the layout plan and change of location and accordingly the Leasehold Land shall be shifted to the portion of the said Land.

By a Mortgage of Deed dated 05/09/2014 executed between the said Swayam Realtors and Traders LLP, mortgage the said property with the Housing Development Finance Corporation Limited, on the terms and conditions contained therein, which is duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BBE-4/3646/2014 dated 05/09/2014.

By an Mortgage Deed dated 07/11/2017 executed between the said 1] M/s. Swayam Realtors And Traders LLP through its Partner Adani Infrastructure & Developers Pvt. Ltd. through its Authorized Signatory Mr. Devang Doshi & 2] M/s. Swayam Realtors And Traders LLP through its Partner Marathon Nextjain Realty Ltd. through its Director of Mr. Chetan Shah mortgage the said property with the Housing Development Finance Corporation Limited on the terms and conditions therein. Which is duly registered with the Sub-Registrar of Assurances Mumbai under Sr. No. BBE-3/7675/2017 dated 07/11/2017

By a Unilateral Indenture of Mortgage Deed dated 24/05/2021 executed between the said 1] M/s. Swayam Realtors And Traders LLP & others mortgage the said property with the Housing Development Finance Corporation Limited on the terms and conditions therein. Which is duly registered with the Sub-Registrar of Assurances, Mumbai under Sr. No. BBE-5/6017/2021 dated 08/06/2021

The Municipal Corporation of Greater Mumbai issued Approved Plan bearing No. EB/5709/E/A dated 18/08/2021 to commence construction of the **Building wing A & B consists up to** 3 Basement + 2 Basement + 1st Basement + Lower Ground + Stilt Floor + 1st Parking to 7th Parking Floor + 8th Podium Floor + Service Floor + 9th Refuge floor + 10th to 15th Floor + 16th Refuge Floor + 17th Floor to 19th Floor + Service Floor + 20th to 29th Floor + 30th Refuge floor + 31st to 43rd Refuge

The Municipal Corporation of Greater Mumbai issued JOD Order bearing EB/5709/E/A dated 04/10/2010 and Commencement Certificate bearing EB/5709/E/A dated 13/12/2012 and further amended on 27/07/2018 and amended dated 26/08/2022 to commence construction of the Building wing consists up to 6th floor on the said Property.

By a Mortgage Deed dated 02/02/2023 executed between the said M/s. Swayam Realtors And Traders LLP & others mortgage the said property with the Trusteeship Service Ltd on the terms and conditions therein. Which is duly registered with the Sub-Registrar of Assurances, Mumbai under Sr. No. BBE-4/1421/ dated 02/02/2023

By re-conveyance of mortgage Deed dated 07/02/2023, the said HDFC Ltd released the abovesaid mortgaged the said property C S NO. 1798 adm area 22258 sq. mtrs. 16/1840 adm area 4416.42 sq. mtrs. 1841 (pt) adm area 9890.72 sq. mtrs favour M M/s. Swayam Realtors And Traders LLP on the terms and conditions contained therein. Which is duly registered with the Sub-Registrar of Assurances, Mumbai under registration No. BBE-3/2286/2023 dated 08/02/2023.

In view of the above, M/S. Swayam Realtors and Traders LLP is entitled to commence the construction of Building known "MONTE SOUTH" on the above said property.

The Municipal Corporation of Greater Mumbai issued Part Occupancy Certificate bearing No. EB/5709/E/A/OCC/1/New dated 01/04/2021 to occupy the building comprising of 1 Level Basement (Part), Lower Ground (Part), Upper Ground floor (Part) + 1st to 4th (Pt) Floor + 5th to 8th floor staircase, lift, lift lobby core, Service floor (between 8th floor and 9th floor) + 9th to 39th upper floor occupy the building on the said property.

By virtue of the abovesaid under the Agreement for Sale the said M/s. Swayam Realtors and Traders LLP (The Promoter) agreed to sell Flat No. B-4803, comprising an Adm. area 1283 sq. ft. (As per RERA Carpet), on 48th Floor, Wing B, in the Building known as "MONTE SOUTH" to Anant Dilip Mehta & Preeti Anant Mehta (proposed Borrowers).

In view of the above, the bank can create mortgage in respect of the above said flat subject to No objection Certificate to be obtained from the IDBI Trusteeship Service Ltd.

RERA Litigations

Writ Petition no. 2669/2008


The abovesaid writ petition filed by the Khatau Makanji Kamgar Committee before the Hon'ble High Court Bombay, against Khatau Makanji Spinning and Weaving Company Limited and Ors. the said writ petition is pending and no adverse order has been passed.

Writ Petition no. 1920 of 2019

The abovesaid writ petition filed by the Swayam Realtors and Traders LLP before the Hon'ble High Court Bombay, against State of Maharashtra and Ors. the said writ petition is pending and no adverse order has been passed.

Date: 06/03/2023

Place: Mumbai


Signature of the Advocate

SEARCH REPORT

Flat No. B-4803, comprising an Adm. area 1283 sq. ft. (as per RERA Carpet), on 48th Floor, Wing B, in the Building known as "MONTE SOUTH" constructed on CS No. 1798 (Pt), 16/1840 & 1841 (Pt) lying and situated at Village Byculla Division, Mumbai District. (hereinafter referred to as the said property, Flat & Bungalow for brevity's sake)

OWNER: Amit Dilip Mehta & Preeti Amit Mehta (proposed Borrowers)

THIS IS TO CERTIFY THAT I have taken search in respect of the above said property for the period of 30 years from 1994 to 2023 in the Office of Sub-Registrar Mumbai 01 to 05 which is as follows: -

YEAR :-

1994	Pages Torn
1995	Nil
1996	Nil
1997	Nil
1998	Nil
1999	Nil
2000	Nil
2001	Nil
2002	Nil
2003	Nil
2004	Nil
2005	Nil
2006	Nil
2007	Nil
2008	Nil
2009	Entry in index- II Declaration dated 03/08/2009 CTS No. 16/1840, 1841, 1798, Swayam Realtors and Traders LLP And Municipal Corporation Doc. No. BBE-2/5415/2009 Dated 03/08/2009
2010	Nil
2011	Entry in index- II Declaration dated 07/02/2011 CTS No. 16/1840, 1841, 1798, Building No. 2 Swayam Realtors and Traders LLP And Municipal Corporation Doc. No. BBE-2/3814/2011 Dated 13/05/2011 Declaration dated 07/02/2011 CTS No. 16/1840, 1841, 1798, Building No. 1 Swayam Realtors and Traders LLP And Municipal Corporation Doc. No. BBE-2/3815/2011 Dated ..

	<p>Swayam Realtors and Traders LLP And Housing Development Finance Corporation Limited Serial No. BBE-4/3646/2014 dated 05/09/2014</p>
2015	No Transaction found as per the Online E-search
2016	No Transaction found as per the Online E-search
2017	<p>Index ii for the year 2017 are not properly updated for search/Record Not Available/Following Transaction as per Online E-search Record/Following Transaction mentioned as per the available record Entry in index- II (as per the mixed pages index) Lease Deed dated 25/02/2017 (Rs. 22326000/-) C.T.S. No. 1798 (P), 16/1840, 1841 (P), lying being situated at Village Byculla, Taluka & District Mumbai City. The Tata Power Company Ltd. and M/s. Swayam Realtors and Traders LLP Doc. No. BBE-2/6822/2017 Dated 16/05/2017 Mortgage Deed dated 07/11/2017 (Rs.1250000000/-) Freehold Land Survey No.1798, 16/1840 and 1841 (part) adm. 36562 Sq. mtrs. 1] M/s. Swayam Realtors And Traders LLP through its Partner Adani Infrastructure & Developers Pvt. Ltd. through its Authorized Signatory Mr. Devang Doshi & 2] M/s. Swayam Realtors And Traders LLP through its Partner Marathon Nextjain Realty Ltd. through its Director of Mr. Chetan Shah. And Housing Development Finance Corporation Limited Sr. No. No. BBE -3/7675/2017 Dated : 07/11/2017</p>
2018	No Transaction found as per the Online E-search
2019	No Transaction found as per the Online E-search
2020	No Transaction found as per the Online E-search
2021	<p>Index ii for the year 2021 are not properly updated for search/Record Not Available/Following Transaction as per Online E-search Record/Following Transaction mentioned as per the available record Entry in index- II (as per the mixed pages index) Unilateral Indenture of Mortgage Deed dated 24/05/2021 CS No. 1798 (Pt), 16/1840 & 1841 (Pt) M/s. Swayam Realtors And Traders LLP & others And Housing Development Finance Corporation Limited Sr. No. BBE-5/6017/2021 dated 08/06/2021</p>
2022	No Transaction found as per the Online E-search
2023	<p>Index ii for the year 2023 are not properly updated for search/Record Not Available/Following Transaction as per Online E-search Record/Following Transaction mentioned as per the available record Entry in index- II (as per the mixed pages index) Mortgage Deed dated 02/02/2023 CS NO. 1798 adm area 61507</p>

22255.19 sq. mtrs, 16/1840 adm area 9416.42 sq. mtrs, 1841 (pt) adm
area 9890.72 sq. mtrs in favour
HDFC Limited
and
M/s. Swayam Realtors And Traders LLP
registration No. BBE-3/2286/2023
Dated 08/02/2023.


Attached the Govt. Fees paid vide Challan No. Mh016193182202223E/2023 dated
02/03/2023

Note: Register of Computerized Print Copies of Index II are prepared for Search from
Feb. 2002 onward, which have not been maintained properly and manual books are
in partly torn, untidy and loose condition.

Note:- In the S.R.O. at Mumbai 01 to 05 Online E-search Index II Record from the
year 1994 to 2023 are Not Properly updated for search, said search Report as per the
available Online E-search Record.

Date: 06/03/2023




Mr. Dilip Kondwilkar

