

# V. S. Legal Associates

S. V. Lad

Advocates High Court

1A & 5, 5/A, 4<sup>th</sup> Floor, Kamanwala Chamber,  
Premises Co-op. Society Ltd.  
Sir P. M. Road, Mumbai 400 001  
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VS/SBI/SER/RASMECC/PANVEL/4486/2023

Date 05/07/2023

**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, RASMECC, Panvel, Navi 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.	Mr. Kapil Mahesh Kothari & Mrs. Mamta Kapil Kothari (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.	Mr. Kapil Mahesh Kothari & Mrs. Mamta Kapil Kothari (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-5902, comprising Adm. area 2893.15 sq. ft. equivalent to 268.78 sq. mtrs (Carpet) with exclusive beneficial use of attached open to sky area and other areas 153.51 sq. mtrs, on 59 <sup>th</sup> floor, together with 03 Car Parking space Nos. PO7-051, PO7-052A & PO7-052B, in the Sale Tower - B, known as <b>“OMKAR 1973 WORLI”</b> of “Omkar 1973 Tower ‘B’ Co-op. HSG. Soc. Ltd”, constructed on the land bearing CS Nos. 2/914, 4/914, 3/914, 1/914, 915. 1A/913 (Pt), 913 (Pt) & 266 (Pt) lying and situated Village Lower Parel Division Mumbai Suburban.
	a) Survey No.	CS Nos. 2/914, 4/914, 3/914, 1/914, 915. 1A/913 (Pt), 913 (Pt) & 266 (Pt)
	b) Door no. ( in case of house property)	Flat No. B-5902

	c) Extent/ area including plinth/ built up area in case of house property	Adm. area 2893.15 sq. ft. equivalent to 268.78 sq. mtrs (Carpet) with exclusive beneficial use of attached open to sky area and other areas 153.51 sq. mtrs		
	d) Locations like name of the place, village, city, registration, sub-district etc.	Village Lower Parel Division within 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. <b>Note:</b> Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	Mentioned herein under		
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.	02/05/2023	Maintenance Bill issued by Society	Photo copy	No
2.	20/04/2023	Electricity Bill issued by TATA Power	Photo copy	No
3.	-----	Agreement for sale executed between Mr. Rajaram Ajgaonkar & Mrs. Sonia R. Ajgaonkar and Mr. Kapil Mahesh Kothari & Mrs. Mamta Kapil Kothari	Draft copy	No
4.	24/01/2018	Part Occupancy Certificate issued by SRA	Photo copy	No
5.	24/01/2018	Approval Plan	Photo copy	No
6.	24/09/2015	Agreement for sale executed between Omkar Realtors & Developers Pvt. Ltd and Mr. Rajaram Ajgaonkar & Mrs. Sonia R. Ajgaonkar	Photo copy	No
7.	24/09/2015	Registration Receipt No. 3890/2015	Photo copy	No
8.	24/09/2015	Index II	Photo copy	No
9.	09/04/2013	General Power of Attorney executed by Omkar Realtors & Developers Pvt. Ltd it's through director Mr. Gaurav Gupta in favor of Ashok Saraogi & others	Photo copy	No
10.	23/02/2015	LOI issued by SRA	Photo copy	No
11.	16/04/2015 01/04/2014 25/03/2014	Title Certificate issued by the Local Advocate	Photo copy	No
12.	20/10/2011	Commencement Certificate issued by SRA	Photo copy	No
13.		Property card	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.) <b>(HL : If the value of loan =&gt; Rs.1 crore and in case of commercial loans irrespective of the loan component)</b>	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?	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
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?	No
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-1 to 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

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
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 Rights
	<b>If Ownership Rights,</b>	<b>Yes</b>
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 registered
	<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>Yes</b>
a	Such right is heritable and transferable,	Yes
b	Mortgage can be created.	Yes
<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 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
<b>14.</b>	<b>Whether the title documents include any testamentary documents /wills?</b>	<b>No</b>
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
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.	Whether the property belongs to any trust or is subject to the rights of any trust?	No
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 <b>Agricultural land</b>	No
a	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?	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.)?	The Environment Department, Government of Maharashtra Mumbai issued Environment Clearance Certificate No. SEAC-2009/CR174/TC.2 dated 20/05/2010 grant Environment Clearance for residential cum commercial complex under SRA Scheme of the above said property.
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 out come
21. a	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	<p>1. Application no 32 of 2013 filed in the Slum Tribunal The Appellant has filed an application challenging the plot of land bearing C.S.No.1/014 and 3/014 declared as slum under section 3(C) of the Slum Act. The pleadings are complete and the application is closed for order.</p> <p>2. Civil Suit No. Chamber Summons No 1020 of 2016 In Notice of Motion No 551 of 2015 In Suit no 740/15 Suit no 194 of 2015 filed in the High Court The Suit is about the interse dispute between Ravi Arya Group and Pawan Arya Group. The parties have filed consent terms according the said suit disposed on 14/08/2015.</p> <p>3. Writ Petition No. 1243/2010 filed in the High Court Of Judicature At Bombay Ordinary Original Civil Jurisdiction Omkar Realtors and Developers Pvt. Ltd. and Anr. Against</p>

Municipal Corporation of Greater Mumbai and Ors.

4. Civil Suit No. 2565/2010 filed in the City Civil Court Smt. Jijabai Wd/o. Ganpat & Ors against Sakhubail Laxman Jagtap & Ors. In the said suit taken Notice of Motion No.1662 of 2015 which was dismissed 18/10/2016. However the said suit is pending but no any adverse order passed till date.

5. Civil Application No. 637/2016 in Appeal from Order Stamp No. 34509/2015 filed in the High Court Bombay Anita Ashok Shetye & other against Prakash Dhondu Shetye which is disposed on dated 26/09/2016

6. Civil Application no 99 of 2017 in Review Petition No 31218 of 2016 in Civil Application No 637 of 2016 in Appeal from Order No 491 of 2016 in Suit No 491 filed in the High Court Bombay Anita Ashok Shetye& other against Prakash Dhondushetye which is disposed on dated 26/09/2016.

7. Writ Petition No. 643/2013 filed in the High Court of Bombay The Petitioner is held non-eligible as per the provisions of law and as per order dated 01/03/2013 passed by Secretary, SRA. The petitioner is challenging the order dated01/03/2013.

Gundethi Vijaya Shivswagar & Ors against State of Maharashtra & Ors. However the said Writ Petition is pending but there is no any adverse order has been passed.

8. Writ Petition 528 of 2016 Writ Petition stamp no 2731 of 2015 filed in the High Court of Bombay Surendra Budhram Patel (Verma) against High Power Committee and 4 Ors. which was dismissed 13/06/2018. However the said suit is pending but no any adverse order passed till date.

9. Notice of Motion no 197 of 2016 WP No 2231 of 2016 WP stamp no 2732 of 2015 filed in the High Court of Bombay Pameshkumar Nandnlal Sahu against High Power Committee and 4 Ors. which was dismissed 13/06/2018. However the said suit is pending but no any adverse order passed till date.

10. Writ Petition No 3075 of 2015 WP stamp No 2729 of 2015 filed in the High Court of Bombay Pameshkumar Nandnlal Sahu against High Power Committee and 4 Ors. which was



dismissed 13/06/2018. However the said suit is pending but no any adverse order passed till date.

11. WP No 7744 of 2015 WP stamp No 12720 of 2015 filed in the High Court of Bombay Phuchand J Nishad against High Power Committee and Ors. Petitioner is non-eligible residing on loft. Petition is filed for quashing and setting aside the order passed by HPC declaring them as non-eligible. However the said suit is pending but no any adverse order passed till date.

12. WP No 7745 of 2015 WP stamp No 12720 of 2015 filed in the High Court of Bombay Ramesh kumar N. Sahu against High Power Committee and Ors. Petitioner is non-eligible residing on loft. Petition is filed for quashing and setting aside the order passed by HPC declaring them as non-eligible. However the said suit is pending but no any adverse order passed till date.

13. Writ Petition No. 353 of 2012 filed in the High Court of Bombay Khedekar Ratnapratap Vithal against State of Maharashtra & 4 other. The Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure.

14. Writ Petition 2384 of 2012 filed in the High Court of Bombay. Pujari Krishna Tukaram State of Maharashtra & other The Petition is filed against the Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure.

15. Writ Petition No. 2290 of 2012 filed in the High Court Bombay Shobha Lauv Shirvadkar against State of Maharashtra & Ors. which was dismissed as withdrawn on 20/06/2018.

16. Writ Petition 2292 of 2012 filed in the High Court of Bombay Manik Bhiva Hankare against State Of Maharashtra And 4 Ors. The Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure.

17. Writ Petition 355 of 2012 filed in the High Court of Bombay Kodi Narendra Yadgiri against State of Maharashtra and Ors. The Order dated

12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure.

18. Writ Petition 2386 of 2012 filed in the High Court of Bombay Udayprasad Daniprasad Singh against State of Maharashtra and Ors. the Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure.

19. Writ Petition 2510 of 2012 filed in the High Court of Bombay Varma Subhashchandra Parasnath against State of Maharashtra and Ors. the Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure

20. Writ Petition 2511 of 2012 filed in the High Court of Bombay Yadav Kedarnath Bhagirathi against State of Maharashtra and Ors. The Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure

21. Writ Petition 2512 of 2012 filed in the High Court of Bombay Pallati Balkrishna Chennappa against State of Maharashtra and Ors. The Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible . The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure.

22. Writ Petition 354 of 2012 filed in the High Court of Bombay Babu Vishnu Vajnre against State of Maharashtra and Ors. The Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure. However the said suit is pending but no any adverse order passed till date

23. Writ Petition Contempt Petition stamp No 55 of 2017 in WP No 899 filed in the High Court of Bombay A Contempt Petition filed by Natarajan

Sengodan in High Court for failing to comply with order date 14.8.2014 where under required to put him in possession of rehab tenement before 31.7.16 carve out public passage and not to construct on same undertaking provided to develop RG before CC is granted for last 25% sale component.

24. Writ Petition Stamp No. 1864 of 2017 filed in the High Court of Bombay Eknath Lakshman Thorwat And Shivdayal Murali Kahar against Slum Rehabilitation Authority And 4 Ors. Pending with respect to allotment of PAA however the said Writ Petition on disposed on 28/11/2017.

25. Appeal Misc Application No 208 of 2013 filed in the High Power Committee the Applicant is interalia challenging the LOI issued by the SRA.

26. Writ Petition No 4738 of 2015 Writ Petition Lodg No 4318 of 2014 filed in the High Court Bombay Mr. Rajesh Jagannath Masurkar And Ors against The Registrar, G/south Ward And Ors, The Petitioner has challenged the order of Asst. Registrar on the issue of payment of rent.

27. Contempt Petition No 21 of 2013 in Writ Petition No 1335 of 2011 filed in the High Court of Bombay Swargam Ramswamy against The Administer and divisional Commissioner Kokan Division Mumbai. Petitioner seeking relief by praying action to be taken against the Contemptors for delibertely and misleading court that Agreement can be registered only after allotment by lottery system while Agreement between Shivshankar Bux & Devidayal Sharma registered.

28. Contempt Petition No 22 of 2013 in Writ Petition No 2114 of 2011 filed 2011 filed in the High Court of Bombay Swargam Ramswamy against The Administer and divisional Commissioner Kokan Division Mumbai. Petitioner seeking relief by praying action to be taken against the Contemptors for delibertely and misleading court that Agreement can be registered only after allotment by lottery system while Agreement between Shivshankar Bux & Devidayal Sharma registered.

29. Chamber Summons of 2013 in S C Suit No 2122 of 2006 filed in the City Civil Court by smt. Kalavati Wdo. Gangaram Kurmi against Bansraj Sitaram Bari and others To implead ORDPL. Worli Mahalaxmi Soc. & SRA as

party Defendants to the suit. However suit is pending with respect to eligibility of the slum dwellers.

30. Notice of motion no 2466 of 2014 in LC Suit No 634 filed in the City Civil Court by Anita Ashok Shetye & other against Prakash Dhondu Shetye & other The Plaintiff has is asking for one commercial and residential units. Commercial Unit belongs to Defendant, relative of Plaintiff. In the said Suit Plaintiff above said Notice of Motion which was rejected by the Hon'ble Court by an order dated 08/10/2015, However suit is Pending with respect to eligibility of the slum dwellers.

31. Civil Suit No. 2836 of 2015 filed in the City Civil Court Bombay by Smt. Geeta Shrinivas Vadlakonda @ Ms. Geeta d/o. Rajayya Jakkani against Shri. Rajayya Mutayya Jakkani and others.

32. LC Suit No 866 of 2014 filed in the City Civil Court by Rameshchandra Shyamlal Shrivastav against Ramprakash Mewalal Shrivastav & Ors.

There is intense dispute between Plaintiff and defendant with regards to eligibility. Def No.1 is held eligible, the Hon'ble Court by an order dated 02/04/2018 rejected the interim claim of the Plaintiff and till date i.e. no any order passed.

33. Notice of Motion No 1406 of 2016 filed in the City Civil Court by Ramakant Ramalakhn Tiwari against Kamalaprasad Ramlakhn Tiwari & other in S C Suit No 660 Def. No.1 is eligible Slum dweller however, Plaintiff is claiming 50% share in original hut & asked to pay 50% rent to Plaintiff & 50% to Def. no.1.

34. S C Suit No 1224 of 2015 filed in the City Civil Court by Mr. Shaikh R.Y. Mohammed & other against Ms. Omkar Realters and Developers Pvt. Ltd. & other We are not served with papers. We are watching the matter However suit is Pending with respect to eligibility of the slum dwellers.

35. Chamber Summons No 955 of 2011 in L C Suit No 597 filed in the City Civil Court by Abdul Latif Vali Mohammed & ors against MCGM & ors. The Plaintiff have served upon us Chamber Summons for joining ORDPL as party Respondent to the existing suit bearing L.C. Suit No.597 of 2007. However suit

		is pending with respect to eligibility of the slum dwellers.
b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Such litigation would not 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/marking?	Not Applicable
22. a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No
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.	Yes
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.	Yes
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) ?	Yes
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 said property mortgage with the IDBI Trusteeship Services Limited, Indiabulls Housing Finance Limited, Yes Bank & Piramal Trusteeship Services Pvt. Ltd.
b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	The said flat excluded from the said Mortgage.
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).	General Power of Attorney dated 09/04/2013 executed by Omkar Realtors & Developers Pvt. Ltd it's through director Mr. Gaurav Gupta in favor of Ravi Dixit, Nikhil Thakur & Ashok Saraogi it is duly registered with the Sub-Registrar of Assurances Mumbai under Reg. No. BBE-5/1778/2013 dated 16/04/2013
c	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not Applicable
d	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	Not Applicable
e	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not revoked which ascertained from the declaration annexed to the said property
f	Please comment on the genuineness of POA?	The POA is genuine
g	The unequivocal opinion on the enforceability and validity of the POA.	The said Power of Attorney is properly executed.
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.	No
27.	<b>If the property is a flat/apartment or residential/commercial complex</b>	<b>Flat</b>
a	Promoter's/Land owner's title to the land/ building;	Ownership Rights
b	Development Agreement/Power of Attorney;	Not Applicable

c	Extent of authority of the Developer/builder;	Sell
d	Independent title verification of the Land and/or building in question;	Title in respect of flat verify in the SRO
e	Agreement for sale (duly registered);	Yet to be executed and registered
f	Payment of proper stamp duty;	Yet to be paid
g	Requirement of registration of sale agreement, development agreement, POA, etc.;	Agreement for sale should be registered after execution
h	Approval of building plan, permission of appropriate/local authority, etc.;	Yes
i	Conveyance in favour of Society/ Condominium concerned;	Not Yet
j	Occupancy Certificate/allotment letter/letter of possession;	Part O.C dated 24/01/2018
k	Membership details in the Society etc.;	Not furnished
l	Share Certificates;	Not furnished
m	No Objection Letter from the Society;	NOC letter to be obtained from the Omkar 1973 Tower 'B' Co-op. HSG. Soc. Ltd for creating equitable Mortgage.
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 with Society
p	If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	Not Applicable
q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
II.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016?	Not Applicable, Since OC issued
II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not Applicable
II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable
II.D	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not Applicable
28.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	We have conducted search for 30 years in Sub Registrar office at Mumbai 1 to 5 & noticed that the said property mortgage with the IDBI Trusteeship Services Limited, Indiabulls Housing Finance Limited, Yes Bank & Piramal Trusteeship Services Pvt. 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 The said flat excluded from the said Mortgage.
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	Urban land ceiling clearance, whether required and if so, details thereon	Not required
b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	Not applicable
32. a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Not Applicable
b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes, in Index II
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.	Electricity stand in the name of Omkar Realtors & Developers Pvt. Ltd issued by TATA Power in respect of 59 <sup>th</sup> floor.  Maintenance Bill dated 02/05/2023 issued by Society
b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Not Applicable
35. a	Whether the documents i.e. Valuation report / approved sanction 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 TIR, please provide these comments subsequently, on receipt of the same).	Valuation report not produced
36. a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
<b>b</b>	<b>Property is SARFAESI compliant</b>	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>➤ Before sanctioning the said loan to the prospective Purchasers/ Borrower the Bank Should ascertain the existence and present status of the status flat/ Building.</p> <p>➤ Before disbursal of the loan kindly cross verify NOC-Cum Mortgage noting letter issued by the 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>
39.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mr. Kapil Mahesh Kothari & Mrs. Mamta Kapil Kothari (Proposed Borrowers)

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

Date: 05/07/2023

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 said Property mortgaged with the IDBI Trusteeship Services Limited, Indiabulls Housing Finance Limited, Yes Bank & Piramal Trusteeship Services Pvt. Ltd, but the said flat excluded from the said Mortgaged. 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. **No Encumbrances Noticed** on the said flat.
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 no prior Mortgaged on the said flat, 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 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.(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 Mr. Kapil Mahesh Kothari & Mrs. Mamta Kapil Kothari (Proposed Borrowers), after registration Agreement for Sale
8. I certify that Mr. Rajaram Ajgaonkar & Mrs. Sonia R. Ajgaonkar 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, subject to above.

1.	-----	NOC to be obtained from the Omkar 1973 Tower 'B' Co-op. HSG. Soc. Ltd, for creating equitable mortgage	Original
2.	-----	Stamp duty paid Receipt in respect of Agreement for sale	Original
3.	-----	Registered Agreement for sale to be executed between Mr. Rajaram Ajgaonkar & Mrs. Sonia R. Ajgaonkar and Mr. Kapil Mahesh Kothari & Mrs. Mamta Kapil Kothari <b>(It is further observed that Draft Agreement as wrongly mentioned Flat No. 5901 comprising Adm. area 667.75 sq. mtrs (Carpet) instead of Flat Adm. area 663.51 sq. mtrs (Carpet), Hence incorporate with the same while executing registered agreement for sale.)</b>	Original
4.	-----	Registration Receipt in respect of Agreement for sale	Original
5.	-----	Index II in respect of Agreement for sale	Original
6.	-----	Share Certificate as and when issued	Original
7.	02/05/2023	Maintenance Bill issued by Society	Photo copy
8.	20/04/2023	Electricity Bill issued by TATA Power	Photo copy
9.	24/01/2018	Part Occupancy Certificate issued by SRA	Photo copy
10.	24/01/2018	Approval Plan	Photo copy
11.	24/09/2015	Agreement for sale executed between Omkar Realtors & Developers Pvt. Ltd and Mr. Rajaram Ajgaonkar & Mrs. Sonia R. Ajgaonkar	Certified true copy
12.	24/09/2015	Registration Receipt No. 3890/2015	Photo copy
13.	24/09/2015	Index II	Certified true copy

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-5902, comprising Adm. area 2893.15 sq. ft. equivalent to 268.78 sq. mtrs (Carpet) with exclusive beneficial use of attached open to sky area and other areas 153.51 sq. mtrs, on 59<sup>th</sup> floor, together with 03 Car Parking space Nos. PO7-051, PO7-052A & PO7-052B, in the Sale Tower - B, known as "OMKAR 1973 WORLI" of "Omkar 1973 Tower 'B' Co-op. HSG. Soc. Ltd", constructed on the land bearing CS Nos. 2/914, 4/914, 3/914, 1/914, 915. 1A/913 (Pt), 913 (Pt) & 266 (Pt) lying and situated Village Lower Parel Division Mumbai Suburban.

Date : 05/07/2023

Place : Mumbai

Signature of the Advocate



**FLOW OF TITLE**

After going through documents made available to us it is observed that Vinode Bihari Bhatia was owner of the property bearing Old Survey No. 86, 15, 86, 151 161, 162, 412 New Nos. B/11, 990 and 12/446 New Survey No. 1/3002 and C.S. No. 914, 4/914, adm. Area 2222.05 Sq. Mtrs. area, lying and situated at Village Lower Parel & District Mumbai City.

By an Agreement of Lease dated 01/06/1949 the said Vinode Bihari Bhatia demised to lease of land adm. Area 2679 Sq. yard to Industries Company (I) Pvt. Ltd., on the term and condition contained therein. The period under the said lease dated 21/06/1949 expired on 31/03/1963.

Before the expiration of lease dated 21/06/1949 the Vinode Bihari Bhatia and Industries Company (I) Pvt. Ltd. By Indenture of Lease 15/03/1961 demised unto the Industries Company (I) Pvt. Ltd. All that piece or parcel of land with building adm. Area 1848 sq. Yrd for a further period 25 years commencing with an option for renewal of further period of 10 years. The said period of 25 years and option of Renewal expired on 31/03/1996. The Vinode Bihari Bhatia had instituted a Suit in Court of Small Causes at Bombay being R.A.E. Suit No. 444/1904 of 1975 inter alia on the ground that demised premises were required by the Industries Company (I) Pvt. Ltd. for erecting a new building. By Virtue of Consent Term filed between the Vinode Bihari Bhatia and Industries Company (I) Pvt. Ltd. In the said Suit the Vinode Bihari Bhatia undertook to continue the lease for further of 75 years.

By an Indenture of Lease dated 18/01/1978 the said Vinode Bihari Bhatia demised unto the all that piece or parcel of land and building thereon adm. Area 1,848 sq. Yards to Jallo Subsidiary Industries Company ( I ) Pvt. Ltd. On the terms and condition contained therein.

By an Indenture of Lease dated 30/05/1963 the said Vinode Bihari Bhatia demised unto the all that piece or parcel of land and building thereon adm. Area 1,848 sq. To B.K. Navatia on the terms and condition contained therein.

By an Indenture of Lease dated 18/11/1969 the said Vinode Bihari Bhatia and B.K. Navatia as a confirming party demised unto the all that piece or parcel of land and building thereon adm. Area 1,848 sq. to Electron House Pvt. Ltd. as the B.K. Navatia duly registered with the sub Registrar under No. 4356/3/16 of 1969 on 22/12/1969 the demised premises described in the schedule to the Deed of Lease dated 30/05/1963 stood demised to the Sub-lessee for a period of 98 years commencing from 30/05/1964 and on the 22/12/1969 the demised premises described in the schedule to the Deed of Lease dated 30/05/1963 Stood Demised to the Sub Lessee for a period of 98 years commencing from 30/05/1964 and on the term and subject to the condition contained in the Deed of Sublease Dated 08/11/1969.

The said Vinode Bihari Bhatia expired at Brea, CA, USA on 22<sup>nd</sup> Day of April, 2008 leaving behind him three Daughters and one son namely Mrs. Sheela Gaikar, nee Santosh Vinod Bhatia, Dr. (Mrs.) Prammi Bevli Nee Pramode Ranjani Vinode Bhatia, Dr. Anand Ranjan Vinode Bhatia and Mrs. Kavita Kishore Ajmera nee Kavita Vinode Bhatia as his heirs and legal Representative under the Law under which he was Governed.

By an Indenture dated 29/12/2009 the said Dr. Anand Ranjan Vinode Bhatia have agreed to sell and transfer all undivided 25% right, title and interest in the above said property to M/s. Kash Foods Pvt. Ltd. on the term and condition contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-3/7553/2010 dated 22/07/2010.

By an Indenture dated 29/12/2009 the said Mrs. Sheila Gaikar Nee Santosh Vinode Bhatia have agreed to sell and transfer all undivided 25% right, title and interest in the above said property to M/s. Kash Foods Pvt. Ltd. on the term and condition contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-3/7555/2010 dated 22/07/2010.

By an Indenture dated 29/12/2009 the said Mrs. Kavita Kishore Ajmera nee Kavita Vinode Bhatia have agreed to sell and transfer all undivided 25% right, title and interest in the above said property to M/s. Kash Foods Pvt. Ltd. on the term and condition contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-3/3179/2010 dated 03/04/2010.

By an Indenture dated 29/12/2009 the said Dr. (Mrs.) Prammi Bevli Nee Pramode Ranjani Vinode Bhatia have agreed to sell and transfer all undivided 25% right, title and interest in the above said property to M/s. Kash Foods Pvt. Ltd. on the term and condition contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-3/7551/2010 dated 22/07/2010.

By Joint Venture Agreement dated 29/07/2010 executed between M/s. Omkar Realtors & Developers Pvt. Ltd. and M/s. Kash Foods Pvt. Ltd. have jointly develop the above said property.

By a Memorandum of Understanding dated 13/01/2012 executed between M/s. Omkar Realtors & Developers Pvt. Ltd. and M/s. Kash Foods Pvt. Ltd. on the term and condition contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-2/306/2012 dated 13/01/2012.

By a Development Agreement dated 10/04/2013 the said M/s. Kash Foods Pvt. Ltd., Jallo Subsidiary Industries Company (I) Pvt. Ltd. Nakul Arya and Varun Arya have granted the development right in respect of the said property to M/s. Omkar Realtors & Developers Pvt. Ltd. on the term and condition contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-5/1775/2013 dated 16/04/2013.

The Resolution passed by the board Director of Jallo Subsidiary Industries Company (I) Pvt. Ltd. in the meeting held on 22/02/2013 has resolved for voluntary winding up and intimated Registrar of Company by filling Necessary forms for voluntary winding up and has appointed Mr. Gaurav V Gupta has liquidator of the company.

By an Indenture of Assignment dated 23/05/2013, the sad Mr. Gaurav V. Gupta as Liquidator of the Jallo Subsidiary Industries Company ( I ) Pvt. Ltd. assigned in the leasehold right of the property to the Omkar Realtors & Developers Pvt. Ltd. on the term and condition contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-5/2499/2013 dated 24/05/2013.

Hawabhai K. Sanghavi was owner of the property bearing Old Survey No. 86, 15, 86 ,151 161, 162, 412 New Nos. B/11, 990 and 12/446 New Survey No. 1/3002 and C.S. No. 1-A 913 and 915 adm. Area 1,672 .25 sq. Mtrs. and C.S. NO. 1/913 adm. Area 239.97 Sq. Mtrs. lying and situated at Village Lower Parel Ta. & Dist. Mumbai.

The said Hawabhai K. Sanghavi died at Mumbai, on the 1<sup>st</sup> Day of November, 1988 leaving him last will and testament in respect whereof probate was granted by the High Court of Judicature at Bombay on the 12<sup>th</sup> day of November, 1992. In term of the said probated will the widow and two sons of Hawabhai K. Sanghavi namely HiralaxmiHawabhai, Smt. Hiralaxmi Hawabhai Sanghvi and Manoj Hawabhai Sanghvi and Jitendra Hawabhai Sanghavi

By a Deed of Release dated 16/02/1995 the said Jitendra Hawabhai Sanghavi all his right title share and interest in the said property C.S. No. 1-A 913 and 915 adm. Area 1,672 .25 sq. Mtrs. and C.S. NO. 1/913 adm. Area 239.97 sq. Mtrs. to Hiralaxmi Hawabhai Sanghavi and Manoj Hawabhai Sanghavi on the term and condition contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. BBE/630/1995 dated 04/01/2002.

By an Indenture of Conveyance dated 18/10/1995 the said Smt. Leelavati Widow of Kheraj Devji shah, Shri. Ramesh Kheraj Devji Shah, Shri. Nitin Kheraj Devji and Miss PrafulKheraj Devji shah as a vendor therein and being the heirs and legal representative of Late Shri. Kheraj Deoji Shah and Heerabai Deoji shah as the lessors of the property described above and Shri. Manoj Hawabhai Sangavi as a on the term and condition contained therein, which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. BBE/3463/1995 dated 11/03/1996.

By a Transfer Deed dated 18/04/1995 the said Shri. Manoj Hawabhai Sangavi sold conveyed & transferred the above said property to Hiralaxmi Hawabhai Sanghavi on the term and condition contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE/1432/1995 dated 12/09/1995.

By an Indenture dated 13/10/2006 the said Smt. Hiralaxmi Hawabhai Sanghavi & Manoj Wabhai Sanghavi sold and conveyed all undivided 25% right, title and interest in the above said property to M/s. Kash Foods Pvt. Ltd. on the term and condition contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-1/755/2007 dated 23/01/2007.

Sorabji Hormusji Commissariat was owner of the property bearing Old Survey No. 86, 15, 86 ,151 161, 162, 412 New Nos. B/11, 990 and 12/446 New Survey No. 1/3002 and C.S. No. 2/914 adm. Area 2391 sq. Mtrs together with structure standing thereon lying and situated at Village Lower Parel Taluka & Dist. Mumbai.

By an Indenture of Lease dated 22/08/1956 the said SorabjiHormusji Commissariat demised unto the said property for a period of 99 year from 1<sup>st</sup> October to M/s. Mercury Iron and Steel Company Private Limited on the term and condition contained therein.

By an Indenture of Gift dated 31/0/1969 the said Sorabji Hormusji Commissariat assign, release and assure unto the said to Mrs. Maki Sorabji Hormusji Commissariat on the term and condition contained therein.

By a Deed of conveyance dated 25/01/2005 the said Mrs. Maki Sorabji Hormusji Commissariat sold conveyed and transfer the above said property to M/s. Vignaharta Properties Pvt. Ltd. on the term and condition contained therein. which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-02/832/2005 dated 25/01/2005.

By a Deed of Surrender dated 28/01/2005 the said Mercury Iron and Steel Company Private Limited surrendered its leasehold right of the said property together with structure standing thereon to M/s. Vignaharta Properties Pvt. Ltd. on the term and condition contained therein. which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-02/831/2005 dated 25/01/2005.

By an Agreement for sale dated 02/06/2010 the said M/s. Vignaharta Properties Pvt. Ltd. agreed to sell transfer the above said property to M/s. Omkar Realtors & Developers Pvt. Ltd. on the term and condition contained therein. which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-03/5389/2010 dated 02/06/2010.

By a Deed of Conveyance 02/06/2010 the said M/s. Vignaharta Properties Pvt. Ltd. sold, conveyed & transferred the above said property to M/s. Omkar Realtors & Developers Pvt. Ltd. on the term and condition contained therein. which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-03/6692/2010 dated 02/07/2010.

Municipal Corporation of Greater Mumbai were seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land Plot No. 250B of the Worli Scheme 52 Estate adm. Area 1081.12 sq. Mtrs. along with building standing known as Crest House consisting of 29 units lying and situated at Village Lower Parel Ta. & Dist. Mumbai.

All unit owners formed Industry House Premises Co-operative Society Ltd. which has been duly registered under the Maharashtra Co-op. Hsg. Societies Act, 1960 vide Registration No. BOM/WD/JS/JNL/(O)/477/1986 dated 27/10/1986.

By 29 Separate Deeds of Transfer all dated 17/02/1995 the said Industry House Premises Co-operative Society Ltd. agreed to sell transfer the above said to M/s. Crest Animation Studios Ltd. on the term and condition contained therein. Subject to tenancy of Mr. Girdharidas Vazirani from R.P. Trading Co. Who were also Member of the Industry House Premises Co-operative Society Ltd.

Mr. Girdharidas Vazirani died on 29/09/1989 leaving behind the said tenant as his only legal heirs and therefore the said Tenants are since then jointly occupying the said Existing premises as the legal heirs and representative of the Original Tenant, Mr. Girdharidas Vazirani

By an Indenture of Lease dated 27/12/2001 the said Municipal Corporation of Greater Mumbai granted the a lease in favour of Industry House Premises Co- operative Society Ltd. a Society Registered under the provisions of the said Maharashtra Co- operative Act, 1960 in respect of the said plot for a period of 999 years commencing from 01/09/1950 on the term and condition contained therein. which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. BBE/9052/2001 on 27/12/2001

By a Deed of Assignment dated 06/03/2007 the sad Industry House Premises Co- operative Society Ltd. & Crest Animation Studios Private Ltd. assigned its leasehold right in respect of the said plot along with Building in favour of M/s. Omkar Realtors & Developers Pvt. Ltd. on the term and condition contained therein. which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-01/2143/2007 dated 06/03/2007.

By a Deed of Rectification dated 31/07/2007 executed between Industry House Premises Co- operative Society Ltd. & Crest Animation Studios Private Ltd. and M/s. Omkar Realtors & Developers Pvt. Ltd. the said Assignment was for residual term of 999. by mistake it has been mentioned as residual term of 99 years in 12<sup>th</sup> line of operative part of the said Deed of Assignment. which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-03/659/2007 dated 31/07/2007.

Municipal Corporation of Greater Mumbai vide its letter bearing No. AC/Estates/21371/LBIII dated 30/01/2010 transfer the lease the above said property in the name of M/s. Omkar Realtors & Developers Pvt. Ltd.

By an Agreement for permanent Alternate Accommodation dated 20/09/2010 the said M/s. Omkar Realtors & Developers Pvt. Ltd. agreed to prised new commercial premises adm. Area 690 sq. Ft. (carpet) on Ground Floor in the said new Building to be constructed on the said property to Ms. Kala Vazirani , Ms. Nirmala Vazirani, Ms. Madhuri Vazirani & Mr. Gul Vazirani in lieu of tenant surrender their tenancy right in the existing building on the term and condition contained therein. which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-02/7646/2010 dated 20/09/2010.

Municipal Corporation of Greater Mumbai were seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land C.S. No. 286 (part), 1629 (part) and 793 ( part ) adm. Area 28733.94 sq. Mtrs. lying and situated at Village Lower Parel Ta. & Dist. Mumbai.

The 25 Slum Dwellers and Structures standing on the abovesaid property who formed society known as Mahalaxmi SRA Co-operative Housing society which has been duly registered under the Maharashtra Co-op. Hsg. Societies Act, 1960 vide Registration No. MUM/SRA/HSG/( TC) 11546/2008 dated 17/12/2008

The Maharashtra Government enacted legislation known as Maharashtra Slum Area (I.C. &R.) Act,1971 to eradicate, provide solid R.C.C. Structure Housing with basic amenities and for overall betterment and proper living of the slum dwellers which are situated and location on the state government land, MHADA, M.G.C.M. and such other government land, framed the regulations for rehabilitation of slum dwellers under D.C. Regulation 33(10) and accordingly issued the required notifications on 27/08/1996 and 3/05/1997 whereby the super structures of the slum dweller on the M.C.G.M. land on or before 3/01/1995 are eligible for rehabilitation scheme.

The Maharashtra Slum Area ( Improvement Clearance & regulation Act, 1971 by the SRA in exercise of its Power under the Slum Act vide Notification dated 02/11/2010 bearing number SRA/CTSO/Desk-1/T-S1/3C/ Mahalaxmi/2010/2829 the above said property has been declared slum Rehabilitation Area under section 3 (C) of Maharashtra Slum Area ( Improvement Clearance & regulation Act, 1971.



The Municipal Corporation of Greater Mumbai has formulated and approved a policy for the re- development of Slums through participation of slum dwellers under the slum rehabilitation scheme as per has been approved by the Government of Maharashtra.

The said Property redeveloped under the SRA Scheme and the said societies appointed M/s. Omkar Realtors & Developers Pvt. Ltd. as a Developer.

By a Development Agreement dated 06/05/2007 the said Mahalaxmi SRA Co. op. Society Ltd. have granted the development right M/s. Omkar Realtors & Developers Pvt. Ltd. on the term and condition contained therein.

The Environment Department, Government of Maharashtra Mumbai issued Environment Clearance Certificate No. SEAC-2009/CR174/TC.2 dated 20/05/2010 grant Environment Clearance for residential cum commercial complex under SRA Scheme of the above said property.

By an Indenture of Mortgage -cum charge dated 16/07/2010 the said M/s. Omkar Realtors & Developers Pvt. Ltd .and Mahalaxmi SRA Co.-Op. Society Ltd. (proposed) mortgaged among other properties for securing repayment of mortgage Debt to tune of 2700 Million in favour of Yes Bank Limited on the term and condition contained therein. which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-03/7572/2010 dated 16/07/2010.

By Mortgage Deed dated 03/05/2013 the said M/s. Omkar Realtors & Developers Pvt. Ltd mortgaged the property adm. area 37674.29 sq. C.T.S No. 913, 1/914, 3/914, 1629 (pt) 6A/1629, 6B/1629, (6/1629) Mtrs to Yes Bank Ltd on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. Doc. No. BBE-5/2162/2013 Dated 03/05/2013.

By Mortgage Deed dated 13/01/2014 the said M/s. Omkar Realtors & Developers Pvt. Ltd mortgaged the property adm. Area 55668.44 sq. mtrs C.T.S. No. 286 (pt), 793 (pt), 913, 1/913, 1A/913, 914, 1/914, 2/914, 1/914, 915, 1629 ( pt), 6/1629 ( pt) & 7E/1629 &C.T.S No. 1/913, 1A/913, 914 , 2/914, 4/914, 915 7E/1629 to IDBI trusteeship Services Ltd on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Doc. No. BBE-3/281/2014 Dated 13/01/2014.

By Mortgage Deed dated 30/09/2014 the said M/s. Omkar Realtors & Developers Pvt. Ltd mortgaged the property adm. Area 55668.44 sq. mtrs C.T.S. No. 286 (pt), 793 (pt), 913, 1/913, 1A/913, 914, 1/914, 2/914, 1/914, 915, 1629 ( pt), 6/1629 ( pt) & 7E/1629 & C.T.S No. 1/913, 1A/913, 914, 2/914, 4/914, 915 7E/1629 to Yes Bank Ltd on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. Doc. No. BBE-1/8873/2014 Dated 30/09/2014.

By a Mortgage Deed dated 13/02/2015 the said M/s. Omkar Realtors & Developers Pvt. Ltd mortgaged the property adm. Area 100618 sq. mtrs C.T.S. No. 286 (pt), 793(pt), 1/914, 913, 3/914, 1629(pt), 6/1629 (pt), to Yes Bank Ltd on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. Doc. No. BBE-1/1914/2015 Dated 13/02/2015.

By a Deed of Assignment dated 31/03/2015 the Yes Bank Ltd and M/s. Omkar Realtors & Developers Pvt. Ltd assigned the above said mortgage in favour of Bank of Maharashtra on the term and condition contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No.BBE-02/6050/2015 dated 31/03/2015.

Deed of Rectification dated 20/06/2015 executed between M/s. Omkar Realtors & Developers Pvt. Ltd. and Yes Bank Ltd rectify and Modified the Mortgage Deed BBE-1/8873/2014 dated 30/09/2014 on the terms and conditions contained therein which is duly registered with the Sub-Registrar Assurances at Mumbai under Serial No. BBE-2/6049/2015 dated 20/06/2015.

By Mortgage Deed dated 25/08/2015 the said M/s. Omkar Realtors & Developers Pvt. Ltd mortgaged unsold flats and units constructed on the abovesaid property to IDBI trusteeship Services Ltd on behalf of the Yes Bank Ltd Allahabad Bank and FFCI Ltd on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. Doc. No. BBE-1/9746/2015 Dated 25/08/2015.

By Supplementary Mortgage Deed dated 15/09/2015 the said M/s. Omkar Realtors & Developers Pvt. Ltd and others amended mortgaged deed DOC No. BBE-1/7561/2015 dated 29/06/2015 Part unsold Unit Tower A Unit No. 5602, 5702, 5802, 6002, 5503, 5604, 5704, 5804, 6004, 5305, 5605, 5805, and Tower B Unit No. 3803, 3903, 4803, 5203 total adm area 62875 sqft salable , part sold Unit. Tower 1 unit No. 3905, 6501, 3102 and Tower 2 Unit 2902, 3404, 4501, 3502, 2204 and Tower No. 3 unit No. 3502, 4301, 4302 total adm are 63436 sq ft Salable to IDBI trusteeship Services Ltd on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Doc. No. BBE-1/10561/2015 Dated 15/09/2015.

By Deed of Assignment dated 26/04/2016 the said Yes Bank Ltd and M/s. Omkar Realtors & Developers Pvt. Ltd, assigned their rights in respect property bearing CTS No. 286 part & others to Oriental Bank of Commercial on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. BBE-1/3622/2016 Dated 27/04/2016.

The Slum Rehabilitation Authority (SRA) has issued a letter of Intent bearing No. SRA/ENG/1308/GS/ML/LOI dated 07/04/2011 and further amended on dated 22/01/2016 in favour M/s. Omkar Realtors & Developers Pvt. Ltd. for redevelopment of the said property under the SRA Scheme.

By Mortgage Deed dated 24/05/2016 the said M/s. Omkar Realtors & Developers Pvt. Ltd and others mortgaged unsold flats and units constructed on the abovesaid property to IDBI trusteeship Services Ltd on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. Doc. No. BBE-2/5002/2016 Dated 24/05/2016

By Mortgage Deed dated 25/07/2016 the said M/s. Omkar Realtors & Developers Pvt. Ltd mortgaged unsold flats and units constructed on the above said property to IDBI trusteeship Services Ltd on behalf of the Yes Bank Ltd Allahabad Bank and FFCI Ltd on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. Doc. No. BBE-3/4649/2016 Dated 25/07/2016.

On perusal of the search note it is observed that a Notice of Lis-pendency dated 27/02/2015 has been registered under Sr. No. BBE-1/2486/2015 on 27/02/2015 by Pawankumar Arya and others in respect of Suit No. 740/2015. However the said suit was disposed on 14/08/2015.

Further observed that a Notice of Lis-pendency dated 30/09/2016 has been registered under Sr. No. BBE-1/7603/2016 on 30/09/2016 by Kala Vazirani & Ors., in respect of Suit No. 78/2016 filed in the Bombay High Court. It has gone through the contents of the said Lis – pendency in question and has found that the executors of the said Lis-pendency in capacity of plaintiff against Omkar Realtor and Developer Private Limited. wherein claim of land forming plot bearing No. 250-B corresponding C.S. No. 1629 admeasuring area 1081.12 Sq. Mtrs. and subsequently after sub-division bearing C.S No. 7-E/1629. Kala Vazirani & Ors., were merely tenant in respect of the commercial premise bearing Unit No. T-3 admeasuring area 825 Sq. Ft. on Ground Floor of crest house on the said property and lieu of that claim to entitled on ownership basis commercial premise of area 690 Sq. Ft (Carpet) along with loft admeasuring area 230 Sq. Ft (Carpet) on ground floor a building to be constructed on the said property.

By Mortgage Deed dated 22/02/2017 the said M/s. Omkar Realtors & Developers Pvt. Ltd and others mortgaged unsold flats and units constructed on the above said property to IDBI trusteeship Services Ltd on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. Doc. No. BBE-3/1058/2017 Dated 22/02/2017.

By Mortgage Deed dated 21/06/2017 the said Solo Commodities Private Limited and others had mortgaged flats No. 3204 on 32<sup>nd</sup> Floor, Tower A adm. 130.45 Sq. Mtrs. area and Flat No. 3304 on 33<sup>rd</sup> Floor, Tower A adm. 130.45 SQ. Mtrs. area constructed on the above said property to Indiabulls Housing Finance Limited on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. 4093/2017 on 21/06/2017.

By Mortgage Deed dated 01/09/2017 the said M/s. Omkar Realtors & Developers Pvt. Ltd amended mortgaged Deed DOC No. BBE-1/1914/2015 dated 13/02/2015 Mortgage the property adm. Area 100618 sq. Mtrs C.T.S. No. 286 (pt), 793(pt), 1/914, 913, 3/914, 1629 (pt), 6/1629(pt), to Yes Bank Ltd on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. Doc. No. BBE-5/5859/2017 Dated 01/09/2017.

By Re-Conveyance of Mortgage Deed dated 01/09/2017, the said Yes Bank Ltd. released the above said charged created under the Mortgaged Deed BBE-1/1914/2015 dated 13/02/2015, Tower No. 2 Flat No. 5803, Tower No. 1 Flat No. 5903 and BBE-5/5859/2017 dated 01/09/2017 in respect of the said property in favour M/s. Omkar Realtors & Developers Pvt. Ltd. on the terms and conditions contained therein. Which is duly registered with the Sub-Registrar of Assurance at Mumbai under registration Doc. No. BBE- 5/5860/2017 dated 01/09/2017.

By Mortgage Deed dated 10/11/2017 the said M/s. Omkar Realtors & Developers Pvt. Ltd and others mortgaged unsold flats and units constructed on the above said property to IDBI trusteeship Services Ltd on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. Doc. No. BBE-4/8982/2017 Dated 10/11/2017

By Mortgage Deed dated 31/05/2018, the said M/s. Omkar Realtors & Developers Pvt. Ltd. and others mortgaged the land constructed on the C.T.S. No. 286 (Part), 793 (Part), 913, 1/913, 1A/913, 914, 1/914, 2/914, 1/914, 915, 1629 (Part), 6/1629 (Part) & 7E/1629 & others to Piramal Trusteeship Services Pvt. Ltd., which is duly registered with Sub Registrar of BBE-4/6707/2018 dated 19/06/2018, for the terms & conditions contained.

By Re-Conveyance of Mortgage Deed dated 20/10/2018, the Bank of Maharashtra released the above said charged created under the Mortgaged Deed BBE-2/6050/2015 dated 31/03/2015, & others in respect of the said Property (Assignment Deed registered under Sr. No. 6050/2015 dated 31/03/2015) in favor M/s. Omkar Realtors & Developers Pvt. Ltd., which is duly registered with Sub Registrar of Mumbai City-4 under Sr. No. 11467/2018 dated 22/10/2018, for the terms & conditions contained therein.

By Mortgage Deed dated 13/04/2022 the said Varun Ravi Arya, Arya Tankers Private Limited & other had mortgaged Premises No. 6901, 6902, 6903, 6904, 6905 on 69<sup>th</sup> Floor of Tower A in the building known as "OMKAR 1973 WORLI" to Aditya Birla Finance Limited, on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Mumbai under Sr. No. BBE-1/4477/2022 on 13/04/2022.

The Slum Rehabilitation Authority issued Commencement Certificate bearing No. SRA/ENG/2162/GS/ML/AP dated 20/10/2011 and further amended on 30/06/2015 to commence construction of the Tower 2 (B) consists upto 44<sup>th</sup> upper floor on the said property.

As per Agreement for Grant of Development Rights dated 10/04/2013 which is duly registered with Sub Registrar of Assurance under Sr. No. BBE-5/1775/2013 dated 16/04/2013 executed between Kash Foods Pvt. Ltd., Nakul Ravi Arya & Varun Ravi Arya as the owners, Jallo Subsidiary Industries Company Pvt. Ltd. as the confirming party and M/s. Omkar, wherein the said Varun Ravi Arya transferred his 27% undivided right in the non-slum plot in lieu of which Omkar agreed to grant Varun Arya a residential premises Adm. area. 21, 437 Sq. Ft. alongwith use of 20 car parking space as an additional consideration upon the terms & conditions contained therein.

In view of the above, M/s. Omkar Realtors & Developers Pvt. Ltd to commenced construction of the Tower - B known as **"OMKAR 1973 WORLI"**, on the abovesaid property.

By an Agreement for sale dated 24/09/2015 executed between the said Omkar Realtors & Developers Pvt. Ltd agreed to sell the Flat No. **5901**, comprising Adm. area 663.51 sq. mtrs (Carpet) including the provisions for Niche, Duct and Slabs, Flower Bed, Elevational Features, AHU etc of about 704.29 sq. mtrs, on 59<sup>th</sup> floor, together with 08 Car Parking space Nos. P07-050, P07-051, P07-052A, P07-052B, P07-053A, P07-053B, P07-054A & P07-054B on Podium level P07, in the Sale Tower - B to Mr. Rajaram Ajgaonkar & Mrs. Sonia R. Ajgaonkar on the terms and conditions contained therein. Which duly registered with the Sub Registrar of Assurance at Mumbai under the Serial No. BBE-5/3355/2015 dated 24/09/2015

The Slum Rehabilitation Authority issued Part Occupation Certificate bearing No. SRA/ENG/2162/GS/ML/AP dated 24/01/2018 to occupy the Sale Tower 02 consisting of 54<sup>th</sup> (Pt) floor to 60<sup>th</sup> floor constructed on the said Property and annexed Plan thereto.

The said larger flat was, as per the Plan annexed to the Occupation Certificate bifurcated/divided into 03 (Three) flats bearing Flat Nos. B-5901, B-5902 & B-5903. The said area of the bifurcated Flat No. B-5902 is 268.78 sq. mtrs alongwith the attached open to sky area and other area 153.51 sq. mtrs aggregating to total area 422.29 sq. mtrs.

All the Flat purchasers of the said building have formed 'Omkar 1973 Tower 'B' Co-op. HSG. Soc. Ltd' under the Maharashtra Co-operative Societies Act 1960 duly registered No. MUM/SRA/HSG/(TC)/13192/2020.

By virtue of the above, the said Mr. Rajaram Ajgaonkar & Mrs. Sonia R. Ajgaonkar entitled to sell the abovesaid Flat No. **B-5902**, comprising Adm. area 2893.15 sq. ft. equivalent to 268.78 sq. mtrs (Carpet) with exclusive beneficial use of attached open to sky area and other areas 153.51 sq. mtrs, on 59<sup>th</sup> floor, together with 03 Car Parking space Nos. P07-051, P07-052A & P07-052B, in the Sale Tower - B, known as "OMKAR 1973 WORLI" of "Omkar 1973 Tower 'B' Co-op. HSG. Soc. Ltd" to Mr. Kapil Mahesh Kothari & Mrs. Mamta Kapil Kothari (Proposed Borrowers)

The property mortgaged with the IDBI Trusteeship Services Limited, Indiabulls Housing Finance Limited, Yes Bank & Piramal Trusteeship Services Pvt. Ltd but the said flat excluded from the said mortgage.

**(It is further observed that Draft Agreement as wrongly mentioned Flat No. 5901 comprising Adm. area 667.75 sq. mtrs (Carpet) instead of Flat Adm. area 663.51 sq. mtrs (Carpet), Hence incorporate with the same while executing registered agreement for sale.)**

### **LITIGATION**

It is find from the RERA certificate pending Litigation as under:-

1. Application no 32 of 2013 filed in the Slum Tribunal the Appellant has filed an application challenging the plot of land bearing C.S.No.1/014 and 3/014 declared as slum under section 3(C) of the Slum Act. The pleadings are complete and the application is closed for order.

2. Civil Suit No. Chamber Summons No 1020 of 2016 In Notice of Motion No 551 of 2015 In Suit no 740/15 Suit no 194 of 2015 filed in the High Court The Suit is about the interse dispute between Ravi Arya Group and Pawan Arya Group. The parties have filed consent terms according the said suit disposed on 14/08/2015.
3. Writ Petition No. 1243/2010 filed in the High Court of Judicature at Bombay Ordinary Original Civil Jurisdiction Omkar Realtors and Developers Pvt. Ltd. and Anr. Against Municipal Corporation of Greater Mumbai and Ors.

By an order dated 26/07/2011 passed in the said petition by the Hon'ble Court Corporation is directed to refund that amount after adjusting any legal demand that may be due to the Corporation from the petitioners the said Writ Petition is pending for hearing.

4. Civil Suit No. 2565/2010 filed in the City Civil Court by Smt. Jijabai Wd/o. Ganpat & Ors against Sakhubail Laxman Jagtap & Ors. In the said suit taken Notice of Motion No.1662 of 2015 which was dismissed 18/10/2016. However the said suit is pending for hearing but no any adverse order passed till date.
5. Civil Application No. 637/2016 in Appeal from Order Stamp No. 34509/2015 filed in the High Court Bombay Anita Ashok Shetye & other against Prakash Dhondu Shetye which is disposed on dated 26/09/2016
6. Civil Application No 99 of 2017 in Review Petition No 31218 of 2016 in Civil Application No 637 of 2016 in Appeal from Order No 491 of 2016 in Suit No 491 filed in the High Court Bombay Anita Ashok Shetye& other against Prakash Dhondu Shetye which is disposed on dated 26/09/2016
7. Writ Petition No. 643/2013 filed in the High Court of Bombay. The Petitioner is held non-eligible as per the provisions of law and as per order dated 01/03/2013 passed by Secretary, SRA. The petitioner is challenging the order dated 01/03/2013

Gundethi Vijaya Shivswagar & Ors against State of Maharashtra & Ors. However the said Writ Petition is pending but there is no any adverse order has been passed.

8. Writ Petition 528 of 2016 Writ Petition stamp no 2731 of 2015 filed in the High Court of Bombay Surendra Budhiram Patel (Verma) against High Power Committee and 4 Ors. which was dismissed 13/06/2018. However the said suit is pending but no any adverse order passed till date.
9. Notice of Motion no 197 of 2016 WP No 2231 of 2016 WP stamp no 2732 of 2015 filed in the High Court of Bombay Pameshkumar Nandnlal Sahu against High Power Committee and 4 Ors. which was dismissed 13/06/2018. However the said suit is pending but no any adverse order passed till date.
10. Writ Petition No 3075 of 2015 WP stamp No 2729 of 2015 filed in the High Court of Bombay Pameshkumar Nandnlal Sahu against High Power Committee and 4 Ors. which was dismissed 13/06/2018. However the said suit is pending but no any adverse order passed till date.
11. WP No 7744 of 2015 WP stamp No 12720 of 2015 filed in the High Court of Bombay Phuchand J Nishad against High Power Committee and Ors. Petitioner is non-eligible residing on loft. Petition is filed for quashing and setting aside the order passed by HPC declaring them as non-eligible. However the said suit is pending but no any adverse order passed till date.
12. WP No 7745 of 2015 WP stamp No 12720 of 2015 filed in the High Court of Bombay Rameshkumar N. Sahu against High Power Committee and Ors. Petitioner is non-eligible residing on loft. Petition is filed for quashing and setting aside the order passed by HPC declaring them as non-eligible. However the said suit is pending but no any adverse order passed till date.

13. Writ Petition No. 353 of 2012 filed in the High Court of Bombay Khedekar Ratnapratap Vithal against State of Maharashtra & 4 other. The Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure.

14. Writ Petition 2384 of 2012 filed in the High Court of Bombay. Pujari Krishna Tukaram State of Maharashtra & other The Petition is filed against the Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure.

The Hon'ble High Court by an order dated 26/10/2011 directed parties shall maintain status - quo.

15. Writ Petition No. 2290 of 2012 filed in the High Court Bombay Shobha Lauv Shirvadkar against State of Maharashtra & Ors. which was dismissed as withdrawn on 20/06/2018.

16. Writ Petition 2292 of 2012 filed in the High Court of Bombay Manik Bhiva Hankare against State of Maharashtra and 4 Ors. The Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure.

The Hon'ble High Court by an order dated 26/10/2011 directed parties shall maintain status - quo.

17. Writ Petition 355 of 2012 filed in the High Court of Bombay Kodi Narendra Yadgiri against State of Maharashtra and Ors. The Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure.

The Hon'ble High Court by an order dated 24/03/2014 directed Respondents to pay the monthly compensation on time. However the said suit is pending but no any adverse order passed till date

18. Writ Petition 2386 of 2012 filed in the High Court of Bombay Udayprasad Daniprasad Singh against State of Maharashtra and Ors., the Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure.

The Hon'ble High Court by an order dated 24/03/2014 directed Respondents to pay the monthly compensation on time. However the said suit is pending but no any adverse order passed till date

19. Writ Petition 2510 of 2012 filed in the High Court of Bombay Varma Subhashchandra Parasnath against State of Maharashtra and Ors., the Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure

The Hon'ble High Court by an order dated 24/03/2014 directed Respondents to pay the monthly compensation on time. However the said suit is pending but no any adverse order passed till date

20. Writ Petition 2511 of 2012 filed in the High Court of Bombay Yadav Kedarnath Bhagirathi against State of Maharashtra and Ors. The Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure

The Hon'ble High Court by an order dated 24/03/2014 directed Respondents to pay the monthly compensation on time. However the said suit is pending but no any adverse order passed till date

21. Writ Petition 2512 of 2012 filed in the High Court of Bombay Pallati Balkrishna Chennappa against State of Maharashtra and Ors. The Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure.

The Hon'ble High Court by an order dated 24/03/2014 directed Respondents to pay the monthly compensation on time. However the said suit is pending but no any adverse order passed till date

22. Writ Petition 354 of 2012 filed in the High Court of Bombay Babu Vishnu Vajre against State of Maharashtra and Ors. The Order dated 12th October, 2011 of SRA, whereas the Petitioners are held as non-eligible. The Petitioners are seeking relief by praying for setting aside the Order dated 12th October, 2011 of SRA and not to demolish their structure. However the said suit is pending but no any adverse order passed till date

23. Writ Petition Contempt Petition stamp No 55 of 2017 in WP No 899 filed in the High Court of Bombay A Contempt Petition filed by Natarajan Sengodan in High Court for failing to comply with order date 14.8.2014 where under required to put him in possession of rehab tenement before 31.7.16 carve out public passage and not to construct on same undertaking provided to develop RG before CC is granted for last 25% sale component.

24. Writ Petition Stamp No. 1864 of 2017 filed in the High Court of Bombay Eknath Lakshman Thorwat and Shivdayal Murali Kahar against Slum Rehabilitation Authority & 4 Ors. Pending with respect to allotment of PAA however the said Writ Petition on disposed on 28/11/2017.

25. Appeal Misc Application No 208 of 2013 filed in the High Power Committee the Applicant is inter alia challenging the LOI issued by the SRA.

26. Writ Petition No 4738 of 2015 Writ Petition Lodg No 4318 of 2014 filed in the High Court Bombay Mr. Rajesh Jagannath Masurkar and Ors against The Registrar, G/south Ward And Ors, The Petitioner has challenged the order of Asst. Registrar on the issue of payment of rent.

27. Contempt Petition No 21 of 2013 in Writ Petition No 1335 of 2011 filed in the High Court of Bombay Swargam Ramswamy against The Administer and divisional Commissioner Kokan Division Mumbai. Petitioner seeking relief by praying action to be taken against the Contemptors for deliberately and misleading court that Agreement can be registered only after allotment by lottery system while Agreement between Shivshankar Bux & Devidayal Sharma registered

28. Contempt Petition No 22 of 2013 in Writ Petition No 2114 of 2011 filed 2011 filed in the High Court of Bombay Swargam Ramswamy against The Administer and divisional Commissioner Kokan Division Mumbai. Petitioner seeking relief by praying action to be taken against the Contemptors for deliberately and misleading court that Agreement can be registered only after allotment by lottery system while Agreement between Shivshankar Bux & Devidayal Sharma registered

29. Chamber Summons 474 of 2013 in S C Suit No 2122 of 2006 filed in the City Civil Court by Smt. Kalavati Wdo. Gangaram Kurmi against Bansraj Sitaram Bari and others to implead ORDPL, Worli Mahalaxmi Soc. & SRA as party Defendants to the suit. However suit is pending for recording evidence with respect to eligibility of the slum dwellers.

30. Notice of Motion No 2466 of 2014 in LC Suit No 634 filed in the City Civil Court by Anita Ashok Shetye & other against Prakash Dhondu Shetye & other The Plaintiff has is asking for one commercial and residential units. Commercial Unit belongs to Defendant, relative of Plaintiff. In the said Suit Plaintiff above said Notice of Motion which was rejected by the Hon'ble Court by an order dated 08/10/2015, However suit is pending with respect to eligibility of the slum dwellers.

31. Civil Suit No. 2836 of 2015 filed in the City Civil Court Bombay by Smt. Geeta Shrinivas Vadlakonda @ Ms. Geeta d/o. Rajayya Jakkani against Shri. Rajayya Mutayya Jakkani and others.

In the said Suit took out the Notice of Motion No. 212 of 2016 the Hon'ble Court by an order dated 18/03/2017 Notice of Motion No. 212 of 2016 is partly allowed & Defendant Nos.1 to 4 are hereby restrained from creating third party interest in the suit premises i.e alternate accommodation in lieu of Room No.150, till disposal of the suit. However, the Def. No.1 is eligible slum dweller under the Slum Scheme at Sr. No.1701. The Plaintiff wants 1/4 share in the PAA provided by Def. no. 5 i.e. Omkar.

32. LC Suit No 866 of 2014 filed in the City Civil Court by Rameshchandra Shyamlal Shrivastav against Ramprakash Mewalal Shrivastav & Ors. The said Suit is pending with respect to eligibility of slum dwellers.

There is interse dispute between Plaintiff and defendant with regards to eligibility. Def No.1 is held eligible, the Hon'ble Court by an order dated 02/04/2018 rejected the interim claim of the Plaintiff and till date i.e. no any order passed.

33. Notice of Motion No 1406 of 2016 filed in the City Civil Court by Ramakant Ramalakhan Tiwari against Kamalaprasad Ramlakhan Tiwari & other in S C Suit No 660 Def. No.1 is eligible Slum dweller however, Plaintiff is claiming 50% share in original hut & asked to pay 50% rent to Plaintiff & 50% to Def. no.1

34. S C Suit No 1224 of 2015 filed in the City Civil Court by Mr. Shaikh R.Y. Mohammed & other against Ms. Omkar Realters and Developers Pvt. Ltd. & other We are not served with papers. We are watching the matter However suit is Pending with respect to eligibility of the slum dwellers.

35. Chamber Summons No 955 of 2011 in L C Suit No 597 filed in the City Civil Court by Abdul Latif Vali Mohammed & ors against MCGM & ors. The Plaintiff have served upon us Chamber Summons for joining ORDPL as party Respondent to the existing suit bearing L.C. Suit No.597 of 2007. However suit is pending with respect to eligibility of the slum dwellers.

Date : 05/07/2023

Place : Mumbai

Signature of the Advocate



## SEARCH REPORT

Flat No. B-5902, comprising Adm. area 2893.15 sq. ft. equivalent to 268.78 sq. mtrs (Carpet) with exclusive beneficial use of attached open to sky area and other areas 153.51 sq. mtrs, on 59<sup>th</sup> floor, together with 03 Car Parking space Nos. PO7-051, PO7-052A & PO7-052B, in the Sale Tower - B, known as "OMKAR 1973 WORLI" of "Omkar 1973 Tower 'B' Co-op. HSG. Soc. Ltd", constructed on the land bearing CS Nos. 2/914, 4/914, 3/914, 1/914, 915. 1A/913 (Pt), 913 (Pt) & 266 (Pt) lying and situated Village Lower Parel Division Mumbai Suburban. (hereinafter referred to as the said property, Flat & Bungalow for brevity's sake)

**OWNER:** Mr. Kapil Mahesh Kothari & Mrs. Mamta Kapil Kothari (Proposed Borrowers)

THIS IS TO CERTIFY THAT I have taken search in respect of the above said property for the period of 30 year of 1994 -2023 in the Office of Sub-Registrar Mumbai 1 to 5 which is as follows:

**Years :-**

1994	Nil
1995	Entry in Index Book Transfer Deed dated 18/04/1995 C.S. Nos. 1-A/913, 915, adm. Area 2000 sq. Ytd.And C.S. No. 1/913 adm. Area 239. Sq. Trs Shri. Manoj Hawabhai Sangavi And Hiralaxmi Hawabhai Sanghavi Registration No. BBE/1432/1995 Dated 12/09/1995.
1996	Entry in Index Book Indenture of Conveyance dated 18/10/1995 New Survey No. 1/3003 C.S. No. 1/91119, 915 Smt. Leelavati Kheraj Shah, Shri. Ramesh KherajDevji Shah, Shri. Nitin Kheraj Devji and Miss Praful Kheraj Devji Shah And Shri. Manoj Hawabhai Sangavi Registration No. BBE/3463/1995 Dated 11/03/1996.
1997	Nil
1998	Nil
1999	Nil
2000	Nil
2001	Nil
2002	Entry in Index Book Deed of Release dated 16/02/1995 Survey No. 1-A/913, 915, 1/913 adm. Area 1912.22 sq. Mtrs Jitendra Hawabhai Sanghavi And Hiralaxmi Hawabhai Sanghavi and Manoj Hawabhai Sanghavi Registration No. BBE/630/1995 Dated 04/01/2002.
2003	Entry in Index Book Affidavit dated 08/09/2003 C.S. No. 2/136, Takshila CHS Ltd. through S.R. Smith M/s. Sadaguru Enterprises through proprietor Jagadish V. Rane And SRA through Chief executive officer Registration No. BBE-02/5083/2003 Dated 08/09/2003  Transfer Deed dated 09/09/2003 C.S. No. 2/136 Lower parel Adm. area 7394.06 sq. mtrs out of 18.3756 Adarbal Rafurji Debu And Adarbal Rafurji Debu Sr. No. BBE-02/6490/2003

	Dated 10/02/2003
2004	<p>Entry in Index Book Affidavit dated 16/02/2004 C.S. 133 (part), 136(part), 1/136(part), 137(part), 138 part Lower Parel Parel Shivsmruti (SRA) A &amp; B Co-operative Housing Society Ltd. M/s. Lokhandwala builders through Partner M. A Lokhandwala though POA Rajesh Chavan And SRA Registration No. BBE-02/1147/2004 Dated 16/02/2004</p> <p>Re-Conveyance Mortgaged Deed dated 07/07/2004 CTS No. 2/136 Collector Old Survey No. 232, 236 New No. 12200, 12182, Navin 1/3139, 213139 Lower pareladm. area 7394.06 sq. mtrs. Life Insurance Corporation of India through Sandaya Rastogi through POA P.L. Hariharat And M/s. Linch &amp; Beboni through Partner Shapur E Debu himself &amp; A.S. Rebu, D.D. Debu, D.E. Debu, S.R. Surati, S.A. Debu &amp; Reusi Debu through POA Registration No. BBE-02/5886/2004 Dated 08/02/2004</p>
2005	<p>Entry in Index Book Deed of Conveyance dated 25/01/2005 Rs. 39000000/- C.S. No. 2/914 adm. Area 2391 Sq. Mtrs. Mrs. Maki SorabjiHormusji Commissariat And M/s. Vignaharta Properties Pvt. Ltd. through Director Kishor H. Shah Registration No.BBE-02/832/2005 Dated 25/01/2005.</p> <p>Deed of Surrender dated 28/01/2005 Rs. 1000000/- C.S. No. 2/914, adm. Area 2391 Sq. Mtrs Mercury Iron and Steel Company Private Limited through Director Maki Sarobaji M/s. Vignaharta Properties Pvt. Ltd. through Director Kishormal S. Shah Registration No. BBE-02/831/2005 Dated 25/01/2005.</p>
2006	Nil
2007	<p>Entry in Index Book Confirmation Deed dated 03/08/2007 Rs. 2500000/- C.S. No. 2/136 part, 110 part adm. area 2499.26 Sq. Mtrs M/s. Sadagaru Enterprises proprietor Jagadish Rane through POA NirajRungta And M/s. Dilex Lebarotarij Pvt. Ltd. through Director Niraj Rungta Registration No. BBE-01/2261/2007 Dated 03/08/2007.</p> <p>Indenture dated 13/10/2006 New Survey No. 1/3003 C.S. Survey No. 1-A/913, 1/913, 915 Smt. Hiralaxmi Hawabhai Sanghavi &amp; Manoj Wabhai Sanghavi And M/s. Kash Foods Pvt. Ltd. Through Mr. Kamal Khera &amp; L.D. Shah Registration No. BBE-1/755/2007 Dated 23/01/2007.</p> <p>Deed of Rectification dated 31/07/2007 Rs.1/- the said Assignment was for residual term of 999 by mistake it has been mentioned as residual term of 99 years in 12th line of operative part of the said Deed of Assignment Industry House Premises Co-operative Society Ltd. &amp; Crest Animation Studios Private Ltd. And M/s. Omkar Realtors &amp; Developers Pvt. Ltd.throughGaurav R. Gupta Registration No. BBE-03/659/2007</p>

	Dated 31/07/2007.
2008	<p>Entry in Index Book Affidavit dated 18/07/2008 C.S. No. 2/136, Takshila CHS Ltd. M/s. Sadaguru Enterprises through owner Jagadish V. Rane And SRA through Chief executive officer Registration No. BBE-02/4512/2008 Dated 19/07/2008.</p>
2009	<p>Entry in Index Book Declaration dated 11/05/2009 C.S. No. 1/136 ( part ), 136 ( part ) BharatiSanjarKamble&amp;RajaramKrushnaKamble Registration No. BBE-1/7825/2009 Dated 11/05/2009.</p>
2010	<p>Entry in index Book Indenture of Mortgage -cum charge dated 16/07/2010 Rs. 2, 700, 000,000/- M/s. Omkar Realtors &amp; Developers Pvt. Ltd. and Mahalaxmi SRA Co op. Society Ltd. (Proposed) And Yes Bank Limited Registration No. BBE-03/7572/2010 Dated 16/07/2010.</p> <p>Deed of Conveyance 02/06/2010 Old Survey No. 86, 15, 86 ,151 161, 162, 412 New Nos. B/11, 990 and 12/446 New Survey No. 1/3002 and C.S. No. 2/914 adm. Area 2391 sq. Mtrs M/s. Vignaharta Properties Pvt. Ltd. And M/s. Omkar Realtors &amp; Developers Pvt. Ltd. Registration No. BBE-03/6692/2010 Dated 02/07/2010.</p> <p>Indenture dated 29/12/2009 Rs. 30,000,000/- Old Survey No. 86, 15, 86 ,151 161, 162, 412 New Nos. B/11, 990 and 12/446 New Survey No. 1/3002 and C.S. No. 914, 4/914 adm. Area .555.51 Sq. Mtrs. Out of 2222.05 sq. Mtrs sell and transfer all undivided 25% Dr. AnandRanjanVinode Bhatia And M/s. Kash Foods Pvt. Ltd. through Director Mr. Rahul Ramesh Shah Registration No. BBE-3/7553/2010 Dated 22/07/2010.</p> <p>Indenture dated 29/12/2009 Rs. 3,00,00,000/- Old Survey No. 86, 15, 86 ,151 161, 162, 412 New Nos. B/11, 990 and 12/446 New Survey No. 1/3002 and C.S. No. 914, 4/914 adm. Area .555.51 sq. Mtrs. Out of 2222.05 sq. Mtrs Mrs. Sheila Gaikar Nee SantoshVinodeBhatia through CA KavitaKishorAjmera alias Kavita Vinod Bhatial And M/s. Kash Foods Pvt. Ltd. Director Mr. Rahul Ramesh Shah Registration No. BBE-3/7555/2010 Dated 22/07/2010.</p> <p>Indenture dated 29/12/2009, Rs. 3,00,00,000/- Old Survey No. 86, 15, 86 ,151 161, 162, 412 New Nos. B/11, 990 and 12/446 New Survey No. 1/3002 and C.S. No. 914, 4/914 adm. Area .555.51 sq. Mtrs. Out of 2222.05 sq. Mtrs Dr. ( Mrs. ) Prammi Bevli Nee Pramode Ranjani Vinode Bhatia And M/s. Kash Foods Pvt. Ltd. Director Mr. Rahul Ramesh Shah Registration No. BBE-3/7551/2010 Dated 22/07/2010.</p>

	<p>Indenture dated 29/12/2009, Rs. 30,000,000/-  Old Survey No. 86, 15, 86 ,151 161, 162, 412 New Nos. B/11, 990 and 12/446 New Survey No. 1/3002 and C.S. No. 914, 4/914 adm. Area .555.51 sq. Mtrs. Out of 2222.05 sq. Mtrs  Mrs. Kavita Kishore Ajmera nee Kavita Vinode Bhatia  And  M/s. Kash Foods Pvt. Ltd. Director Mr. Rahul Ramesh Shah  Registration No. BBE-3/3179/2010  Dated 03/04/2010.</p> <p>Mortgaged Deed dated 04/03/2010  C.S. No. 1/1142 ( part ) 1143 ( part ) &amp; C.S. No. 2/914 adm. Area 2396 sq. Mtrs&amp; Flat No. 401 &amp; 402 SUMER HEIGHT &amp; More  Vighahanta Properties Private Limited through Director Rahul R Shah  And  Kotak Mahindra Bank Ltd.  Registration No. BBE/2034/2010  Dated 04/03/2010.</p> <p>Agreement for permanent Alternate Accommodation dated 20/09/2010 adm. Area 690 sq. Ft. (Carpet) on Ground Floor in the said new Building  M/s. Omkar Realtors &amp; Developers Pvt. Ltd.  And  Ms. Kala Vazirani, Ms. Nirmala Vazirani, Ms. Madhuri Vazirani &amp; Mr. Gul Vazirani  Registration No. BBE-02/7646/2010  Dated 20/09/2010.</p>
2011	<p>Entry in Index Book  Mortgaged Deed dated 16/12/2011 Rs. 3300000000/-  1 saleable FSI 39292.70 sq. Mtr FSI 286 (part) 793 (part), 1629 (part) adm. Area 28733.94 sq. Mtrs village Lower Parel  M/s. Omkar Realtors &amp; Developers Pvt. Ltd. through Diretcor Gaurav Gupta through POA Ashok Saravagi  And  Yes Bank Limited through Manager Shoam Pandit  Registration No. BBE-02/8827/2011  Dated 16/12/2011.</p>
2012	<p>Entry in index Book  Agreement dated 01/03/2012 Rs. 1990000000/-  M/s. Omkar Realtors &amp; Developers Pvt. Ltd.  And  IDBI Trusteeship Service Ltd. through Abhishek Javadekar  Registration No. BBE-1421/2012  Dated 02/03/2012.</p> <p>Mortgaged Deed dated 17/05/2012Rs. 1300000000/-  M/s. Omkar Realtors &amp; Developers Pvt. Ltd.  And  IDBI Trusteeship Service Ltd. through Abhishek Javadekar  Registration No. BBE-2/3434/2012  Dated 17/05/2012.</p> <p>Memorandum of Understanding dated 13/01/2012 Rs. 01  CTS No. 914, 4/914 adm. Area 2222.05 sq. Mtrs  M/s. Omkar Realtors &amp; Developers Pvt. Ltd. through Director Vikas Gupta through POA Nikhil Thakur  And  M/s. Kash Foods Pvt. Ltd. through Director Ravind Kumar Arya  Registration No. BBE-2/306/2012  Dated 13/01/2012.</p>

2013	<p>Entry in Index II  Development Agreement dated 10/04/2013 Rs. 435040500/-  CTS No. 914, 4/994 adm. Area 2,222.05 Sq. Mtrs  C.S No. 1A,/913, 915 adm. Area 1,672.25 Sq. Mtrs C.S. No. 1/913  adm. Area 239.97 sq. Mtrs Kasha 79, 218 sq. Ft constructed agree of cost  &amp;  other information mentioned in agreement adm. Area 4134.22 sq. Mtrs  Shri.Varun Ravi Arya, Jallo Subsidiary Industries Company ( I ) Pvt. Ltd.  through Director Gaurav Gupta  M/s. Kash Foods Pvt. Ltd. through Shri. Satyen Bhavish  And  M/s. Omkar Realtors &amp; Developers Pvt. Ltd. through Director Shri.  Kamal Kishor Gupta  Registration No.BBE-5/1775/2013  Dated 16/04/2013.</p> <p>Mortgage Deed dated 28/05/2013 (Rs. 17,00,00,00,00/-)  CS No.1/431 432(pt), FP No.391 TPS 3  Final Plot No.391 of TPS III Mahim bearing CS Nos. 1A/756 and 1B/756  Adm.1,826.10 sq. mtrs.  Gundavali 265, 266, 266/1 to 72  Doc. No. BBE-2/2172/2011 and  Doc. No.BBE-2/2171/2011  Loan amount adm. 8601.31 sq. mtrs. along  With constructionadm. 392846 Sq. Fts.  Saleable Area and Project Stock &amp; construction  Material of CTS No.1/431 parelShivari  2) Adm. 1826.10 sq. mtrs. along with construction  Adm. 68980 sq. ft. property bearing  CTS No.1A/756, 1B/756 Mahim  3) adm. 11679.80 sq. mtrs. along with  Construction property bearing  CTS No. 265, 266, 266/1 to 72 Gundavali,  M/s. Omkar Realtors &amp; Developers Private Limited  Through Authorized signature P A V N Shriniwas  and  M/s. Omkar Spaces Private Limited through  Authorized signature Pradeep Jain  And  BabulalaVarma through POA holder Nikhil Thakur  And  Kamlkishor Gupta through POA holder Nikhil Thakur  And  Gaurav Gupta through POA holder Nikhil Thakur  And  Rajendraverma through POA holder MadanMistry  And  IDBI trusteeship Services Ltd through  Manager Omkar Dilip Bendre  Doc. No.BBE-5/2548/2013  Dated 28/05/2013.</p> <p>Mortgage Deed dated 03/05/2013 ( Rs. 3250000000/-)  C.T.S No. 286 (pt) &amp; 786 (pt),913, 1/914 , 3/914, 1629 (pt) 6A/1629,  6B/1629, (6/1629) adm. area 55668.44 sq. Mtrs  M/s. Omkar Realtors &amp; Developers Pvt. Ltd its through Pradip Jain  Yes Bank Ltd its through President Yogesh Shetye  Doc. No. BBE-5/2162/2013  Dated 03/05/2013.  Re-Conveyance of Mortgage Deed dated 09/07/2013, (Rs. 0 )  Released the above said charged created under the mortgaged deed  Mortgaged Deed BBE-2/2171/2011, BBE-2/8754/11, BBE-  2/2172/2011,BBE-2/8755/2011, BBE-3/5744/2012, BBE-2/7800/2012  Future Capital Holdings Limited through through  Manager Kirtikan Kaviju  and  M/s. Omkar Realtors &amp; Developers Private Limited and M/s. Omkar</p>
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	<p>Spaces Private Limited through Director Kishor Gupta Doc No. BBE- 3/3369/2013 Dated 09/07/2013.</p> <p>Articles of Agreement dated 10/04/2013 Premises bearing No. 5801 on 58th Habitable Floor being on 73rd Floor of Tower A alongwith six car parking space bearing No. 23, 24, 25, 26, 27 &amp; 28 in Podium Level 1 for consideration M/s. Omkar Realtors &amp; Developers Private Limited And Varun Ravi Arya Sr. No. BBE-5/1804/2013</p>
2014	<p>Index ii for the year 2014 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</p> <p>Entry in index- II <u>(as per the mixed pages index)</u></p> <p>Mortgage Deed dated 13/01/2014 (Rs. 10,800,000,000/-) Mortgaged the property adm. Area 55668.44 sq. mtrs C.T.S. No. 286 (pt), 793( pt), 913, 1/913, 1A/913, 914, 1/914, 2/914, 1/914, 915, 1629 ( pt), 6/1629 ( pt) &amp; 7E/1629 &amp; C.T.S No. 1/913, 1A/913, 914 , 2/914, 4/914, 915 7E/1629 M/s. Omkar Realtors &amp; Developers Pvt. Ltd its through LokeshAgarwal And M/s. Omkar Realtors &amp; Developers Pvt. Ltd its through Pradeep Jain And IDBI trusteeship Services Ltd its through OmkarBendre Doc. No. BBE-3/281/2014 Dated 13/01/2014.</p> <p>Mortgage Deed dated 30/09/2014 (Rs. 4000000000/-) C.T.S No. 286 (pt) &amp; 786 (pt),913, 1/914 , 3/914, 1629 (pt) 6A/1629, 6B/1629, (6/1629) adm. area 55668.44 sq. mtrs M/s. Omkar Realtors &amp; Developers Pvt. Ltd its through BimalShraf And Yes Bank Ltd its through Vice President Deepak Varma Doc. No. BBE-1/8873/2014 Dated 30/09/2014.</p>
2015	<p>Index ii for the year 2015 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</p> <p>Entry in index- II <u>(as per the mixed pages index)</u></p> <p>Mortgage Deed dated 13/02/2015 (Rs. 2,200,000,000/-) Mortgaged the property adm. Area 100618 sq. mtrs C.T.S. No. 286 (pt), 793(pt), 1/914, 913, 3/914, 1629(pt), 6/1629(pt), to Yes Bank M/s. High Rise Felicity Solution its through Pradeep Jain And M/s. Omkar Realtors &amp; Developers Pvt. Ltd its through Pradeep Jain And Yes Bank Ltd its through Vice President Deepak Varma Doc. No. BBE-1/1914/2015 Dated 13/02/2015.</p> <p>Mortgage Deed dated 25/08/2015 (Rs. 4000000000/-) C.T.S No. 286 (pt) &amp; 786 (pt), 913, 1/914, 3/914, 1629 (pt) 6A/1629, 6B/1629, (6/1629) adm. area 55668.44 sq. mtrs M/s. Omkar Realtors &amp; Developers Pvt. Ltd its Pradip Jain And IDBI trusteeship ServicesLtd its through Nikhil Lohana Doc. No. BBE-1/9746/2015 Dated 25/08/2015</p> <p>Deed of Assignment dated 31/03/2015 (Rs. 750000000/-) C.T.S No. 286 (pt) &amp; 786 (pt), 913, 1/914, 3/914, 1629 (pt) 6A/1629, 6B/1629, (6/1629) adm. area 55668.44 sq. mtrs</p>

	<p>Yes Bank Ltd its through vice president SatyaMohapatra And M/s. Omkar Realtors &amp; Developers Pvt. Ltd its through Pradeep Jain And Bank of Maharashtra its through Assistance General Manager ShashankKamath Sr. No.BBE-02/6050/2015 Dated 31/03/2015.</p> <p>Deed of Rectification dated 20/06/2015 Rectify and Modified the Mortgage Deed BBE-1/8873/2014 dated 30/09/2014 M/s. Omkar Realtors &amp; Developers Pvt. Ltd its through Pradeep Jain And Yes Bank Ltd its through vice president SatyaMohapatra Doc. No. BBE-2/6049/2015 Dated 20/06/2015.</p> <p>Notice of Lis Pendens CTS No. 2/914, 4/914, 914, 3/914, 1/914, 915, 1A/913 (pt), 913 (pt) 286 (pt). M/s PawankumarArya Doc.No :BBE-1/2486/2015 Dated : 27/02/2015.</p> <p>Supplementary Mortgage Deed dated 15/09/2015 Amended Mortgaged Deed DOC No. BBE-1/7561/2015 dated 29/06/2015 Part unsold Unit Tower A Unit No. 5602, 5702, 5802, 6002, 5503, 5604, 5704, 5804, 6004, 5305, 5605, 5805, and Tower B Unit No. 3803, 3903, 4803, 5203 total adm area 62875 sq. ft. salable , part sold Unit. Tower 1 unit No. 3905, 6501, 3102 and Tower 2 Unit 2902, 3404, 4501, 3502, 2204 and Tower No. 3 unit No. 3502, 4301, 4302 total adm are 63436 sqftSalable to M/s. Omkar Realtors &amp; Developers Pvt. Ltd &amp; others And IDBI trusteeship Services Ltd Sr. No.Doc. No. BBE-1/10561/2015 Dated 15/09/2015.</p> <p>Agreement for sale dated 24/09/2015 (Rs. 52,41,47,500/-) (Rs. 54,55,00,000/-) Flat No. 5901, comprising Adm. area 667.75 sq. mtrs (Carpet) with exclusive beneficial use of attached open to sky area and other areas 704.31 sq. mtrs, on 59<sup>th</sup> floor, together with 03 Car Parking space Nos. PO7-051, PO7-052A &amp; PO7-052B, in the Sale Tower - B, known as “OMKAR 1973 WORLI”, constructed on the land bearing CS Nos. 2/914, 4/914, 3/914, 1/914, 915. 1A/913 (Pt), 913 (Pt) &amp; 266 (Pt) lying and situated Village Lower Parel Division Mumbai Suburban. Omkar Realtors &amp; Developers Pvt. Ltd it's through director Mr. Gaurav Gupta through POA Holder Ashok Saraogi &amp; others And Mr. Rajaram Ajgaonkar &amp; Mrs. Sonia R. Ajgaonkar Serial No. BBE-5/3355/2015 dated 24/09/2015</p>
2016	<p>Index ii for the year 2016 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 <u>(as per the mixed pages index)</u></p> <p>Deed of Assignment dated 26/04/2016 Property bearing CTS No. 286 part &amp; others Yes Bank Ltd And M/s. Omkar Realtors &amp; Developers Pvt. Ltd And Oriental Bank of Commercial. Sr. No.BBE-1/3622/2016</p>

	<p>Dated 27/04/2016.</p> <p>Mortgage Deed dated 24/05/2016 (Rs. 50,00,000,000/- )  C.T.S No. 286 (pt), 793 (pt), 913, 1/914, 3/914, 1629 (pt), 6/1629 and CTS No. 1/913, 1A/913, 914, 2/914, 4/914, 915 and 7E/1629 adm. area 91728.55 Sq. Mtrs.  Surava Developers (Vadala) its through authorized Signatory SubhashBarkunda  And  M/s. Omkar Realtors &amp; Developers Pvt. Ltd. its through authorized Signatory Subhash Barkunda  And  High Rise Facility Solution Pvt Ltd its through authorized Signatory SubhashBarkunda  And  IDBI trusteeship Services Ltd. its through Anjali Athale  Doc. No. BBE-2/5002/2016  Dated 24/05/2016</p> <p>Mortgage Deed dated 25/07/2016 (Rs. 41,00,000,000/- )  C.T.S No. 286 (pt) , 793 (pt), 913, 1/914, 3/914, 1629 (pt), 6/1629 and CTS No. 1/913, 1A/913, 914, 2/914, 4/914, 915 and 7E/1629 adm. area 91728.55 sq. mtrs.  Surava Developers (Vadala) its through authorized Signatory SubhashBarkunda  And  M/s. Omkar Realtors &amp; Developers Pvt. Ltd. its through authorized Signatory SubhashBarkunda  And  High Rise Facility Solution Pvt Ltd its through authorized Signatory SubhashBarkunda  And  IDBI trusteeship Services Ltd its through Anjali Athale  Doc. No. BBE-3/4649/2016  Dated 25/07/2016</p> <p>Notice of Lis Pendeny dated 30/09/2016  Suit No. 78 of 2016 CTS No. 7E/1629(286/(pt), 793/(pt), 913, 1/914, 3/914, 1629(pt), 6/1629(pt), 1/913, 1A/913, 914, 2/914, 4/914, 915 adm area 1081.12 sq. Mtrs  M/s NirmalaVazhirani  Doc.No : BBE-1/7603/2016  Dated 30/09/2016</p> <p>Mortgage Deed dated 03/03/2016  Mortgaged No. 5801 on 58th Habitable Floor being on 73rd Floor, adm. 7862 sq. ft. of Tower A in the building known as "OMKAR 1973 WORLI"  Varun Ravi Arya, Arya Tankers Private Limited &amp; other  And  Aditya Birla Finance Limited  Sr. No. BBE-2/1901/2016  on 3/03/2016.</p>
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</p> <p>Entry in index- II (as per the mixed pages index)</p> <p>Mortgage Deed dated 22/02/2017 (Rs. 5000000000/-)  CTS No. 286(part)  M/s. Omkar Realtors &amp; Developers Pvt. Ltd and others  And  IDBI trusteeship Services Ltd  Doc. No. BBE-3/1058/2017  Dated 22/02/2017.</p>



	<p>Mortgage Deed dated 01/09/2017 Amended mortgaged Deed DOC No. BBE-1/1914/2015 dated 13/02/2015 Mortgage the property adm. Area 100618 sq. mtrs C.T.S. No. 286 (pt), 793(pt), 1/914, 913, 3/914, 1629 (pt), 6/1629 (pt), to M/s. Omkar Realtors &amp; Developers Pvt. Ltd And Yes Bank Ltd. Doc. No. BBE-5/5859/2017 Dated 01/09/2017.</p> <p>Re-Conveyance of Mortgage Deed dated 01/09/2017, released the abovesaid charged created under the mortgaged deed BBE-1/1914/2015 dated 13/02/2015, Tower No. 2 Flat No. 5803, Tower No. 1 Flat No. 5903 and BBE-5/5859/2017 dated 01/09/2017 Yes Bank Ltd And M/s. Omkar Realtors &amp; Developers Pvt. Ltd. DOC No. BBE- 5/5860/2017 Dated 01/09/2017.</p> <p>Mortgage Deed dated 10/11/2017 C.T.S. No. 286 (Part), 793 (Part), 913, 1/913, 1A/913, 914, 1/914, 2/914, 1/914, 915, 1629 (Part), 6/1629 (Part) &amp; 7E/1629&amp; other M/s. Omkar Realtors &amp; Developers Pvt. Ltd and others And IDBI trusteeship Services Ltd Sr. No. BBE-4/8982/2017 Dated 10/11/2017.</p> <p>Mortgage Deed dated 21/06/2017. Flat No. 3204 on 32nd Floor, Tower A adm. 130.45 Sq. Mrs. area and Flat No. 3304 on 33rd Floor, Tower A adm. 130.45 SQ. Mtrs. area, of Village Lower Parel &amp; District Mumbai City. Solo Commodities Private Limited and others And Indiabulls Housing Finance Limited Registrar of Mumbai under Sr. No. 4093/2017 Dated 21/06/2017.</p> <p>Mortgage Deed dated 13/12/2017 Mortgaged Premises No. 6902, 6903, 6904 on 69th Floor and others flats of Tower A in the building known as "OMKAR 1973 WORLI" M/s. Omkar Realtors &amp; Developers Pvt. Ltd and others And Piramal Trusteeship Services Pvt. Ltd, Sr. No. BBE-4/10118/2017 Dated 13/12/2017.</p>
2018	<p>Index ii for the year 2018 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 <u>(as per the mixed pages index)</u></p> <p>Re-conveyance of mortgage Deed dated 20/10/2018, released the abovesaid charged created under the mortgaged deed BBE-2/6050/2015 dated 31/03/2015, &amp; other Bank of Maharashtra And M/s. Omkar Realtors &amp; Developers Pvt. Ltd. DOC No. BBE- 4/11467/2018 Dated 22/10/2018.</p> <p>Mortgage Deed dated 31/05/2018 C.T.S. No. 286 (Part), 793 (Part), 913, 1/913, 1A/913, 914, 1/914, 2/914, 1/914, 915, 1629 (Part), 6/1629 (Part) &amp; 7E/1629&amp; other M/s. Omkar Realtors &amp; Developers Pvt. Ltd and others And</p>

	<p>Piramal Trusteeship Services Pvt. Ltd Sr. No. BBE-4/6707/2018 Dated 19/06/2018.</p> <p>Mortgage Deed dated 28/02/2018 Mortgaged No. 3301 on 33rd Habitable Floor, adm. 5368 sq. ft. of Tower B in the building known as "OMKAR 1973 WORLI" Varun Ravi Arya, Arya Tankers Private Limited &amp; other And Aditya Birla Finance Limited Sr. No. BBE-5/1858/2018 01/03/2018.</p> <p>Deed of Gift dated 07/09/2018 Premises bearing No. 5801 on 58th Habitable Floor being on 73rd Floor of Tower A alongwith six car parking space bearing No. 23, 24, 25, 26, 27 &amp; 28 in Podium Level 1 for consideration out of natural love &amp; affection gifted the benefits receivable under abovesaid agreement dated 10/04/2013 Varun Ravi Arya And Sushma Arya Sr. No. BBE-5/9893/2018</p>
2019	<p>Index ii for the year 2019 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 (<u>as per the mixed pages index</u>)</p> <p>Re-conveyance of mortgage Deed dated 29/01/2019 released the abovesaid charged created under the Mortgage Deed dated 13/12/2017 Sr. No. BBE-4/10118/2017 Dated 13/12/2017. Piramal Trusteeship Services Pvt. Ltd And M/s. Omkar Realtors &amp; Developers Pvt. Ltd. DOC No. BBE- 4/1118/2019 Dated 29/01/2019.</p>
2020	No Transection found as per the Online E-search
2021	No Transection found as per the Online E-search
2022	<p>Index ii for the year 2022 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 (<u>as per the mixed pages index</u>)</p> <p>Mortgage Deed dated 13/04/2022 Mortgaged Premises No. 6901, 6902, 6903, 6904, 6905 on 69th Floor of Tower A in the building known as "OMKAR 1973 WORLI" Varun Ravi Arya, Arya Tankers Private Limited &amp; other And Aditya Birla Finance Limited Sr. No. BBE-1/4477/2022 on 13/04/2022.</p>
2023	No Transection found as per the Online E-search

Attached the Govt. Fees paid vide Receipt No.

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

Note :- In the S.R.O. at Mumbai 1 to 5 Online E-search Index ii Record from the year 2003 to 2023 are Not Properly updated for search, said search Report as per the available Online E-search Record.

Date: 05/07/2023

Mr. Dilip Kondwilkar.

# V. S. Legal Associates

S. V. Lad

Advocates High Court

1A & 5, 5/A, 4<sup>th</sup> 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](mailto:vs_legal@yahoo.co.in)

VS/SBI/SER/RASMECC/PANVEL/4486/2023

Date 05/07/2023

To,

The Assistant General Manager,  
State Bank of India  
RASMECC, Panvel,  
Navi Mumbai

Sir,

A/c. Mr. Kapil Mahesh Kothari & Mrs. Mamta Kapil Kothari (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

<b>Flat No</b>	<b>Flat No</b>	<b>BHK</b>	<b>Rera Carpet Area (in sq. ft.)</b>	<b>Sale status booked /Sold / Unsold/Refuge/Committed</b>
701	701	3 BHK	1,182.86	Unsold
801	801	3 BHK	1,182.86	Unsold
901	901	3 BHK	1,182.86	Unsold
1001	1001	3 BHK	1,182.86	Unsold
1401	1401	3 BHK	1,182.86	Unsold
1501	1501	3 BHK	1,182.86	Unsold
1601	1601	3 BHK	1,182.86	Unsold