



CHALLAN  
MTR Form Number-6



GRN	MH006064411202324E	BARCODE					Date	01/08/2023-16:21:26	Form ID	
Department	Inspector General Of Registration				Payer Details					
Search Fee	Type of Payment: Other Items				TAX ID / TAN (If Any)					
					PAN No.(if Applicable)					
Office Name	BDR16__JT SUB REGISTRAR ANDHERI 5				Full Name	ADV Shirish Lad				
Location	MUMBAI									
Year	2023-2024 One Time				Flat/Block No.					
Account Head Details		Amount In Rs.		Premises/Building						
0030072201	SEARCH FEE		750.00	Road/Street						
					Area/Locality					
					Town/City/District					
					PIN					
					Remarks (If Any)	VILLAGE MAROSHI C.T.S. NO. 1627 SINCE 1994 TO 2023 30 YEARS				
					Amount In	Seven Hundred Fifty Rupees Only				
Total			750.00	Words						
Payment Details	IDBI BANK				FOR USE IN RECEIVING BANK					
Cheque-DD Details					Bank CIN	Ref. No.	69103332023080118102	2821286420		
Cheque/DD No.					Bank Date	RBI Date	01/08/2023-16:22:00	Not Verified with RBI		
Name of Bank					Bank-Branch	IDBI BANK				
Name of Branch					Scroll No. , Date	Not Verified with Scroll				

Department ID :

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

Mobile No. : 9867267216

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमूद कारणांसाठीच लागू आहे. इतर कारणांसाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही.

# 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/SER/SBI/PBB Fort Branch/5102/2023

Date 01/08/2023

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, PBB Fort, Mumbai.
	b) Reference No. and date of the letter under the under the cover of the documents tendered for scrutiny	By Hand
	c) Name of the Borrowers.	Sophia Ningsheng & Mr. Sodaun Ningsheng
2.	a) Type of Loan	Education Loan
	b) Type of property	Apartment
3.	a) Name of the Unit/ Concern/ Company/ person offering the property/(ies) as security.	Sophia Ningsheng & Mr. Sodaun Ningsheng
	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.	Apartment No. 108, comprising Adm. area 52.53 sq. mtrs. (Carpet area), on 1 <sup>st</sup> floor, in the building No. "O" known as "RUBY ISLE" of "Ruby Isle Co-op. HSG. Soc. Ltd", constructed on CTS No. 1627 (Pt), lying and situated at Village Maroshi, Tal. Andheri, Mumbai Suburban District
	a) Survey No.	CTS No. 1627 (Pt)
	b) Door no. ( in case of house property)	Apartment No. 108
	c) Extent/ area including plinth/ built up area in case of house property	Adm. area 52.53 sq. mtrs. (Carpet area)
	d) Locations like name of the place, village, city, registration, sub-district etc.	Village Maroshi, Tal. Andheri, Mumbai Suburban District
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.		Mentioned herein under		
<b>Note:</b> Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.				
Sr. No.	Date of Document	Name of the parties	Original/ Certified Photocopy/ true copy	In case of copies, whether the original was scrutinized by the advocate.
1.	28/12/2010	Agreement for sale executed between M/s. Royal Palms (India) Pvt. Ltd formerly known as Amir Parks and Sophia Ningsheng & Mr. Sodaun Ningsheng, registered sr. no. BDR-2/11678/2010 dated 28/12/2010	Photo copy	No
2.	28/12/2010	Registration Receipt No. 11700/2010	Photo copy	No
3.	31/12/2010	Index II	Photo copy	No
4.	27/03/2008	Power of Attorney executed by M/s. Royal Palms (India) Pvt. Ltd formerly known as Amir Parks through its director Mr. Dilawar A. Nensey in favour of Shri. Dilip Govind Uplekar, registered sr. no. BDR-5/2759/2008 dated 27/03/2008	Photo copy	No
5.	27/03/2008	Registration Receipt No. 2762/2008	Photo copy	No
6.	07/09/2009	Commencement Certificate issued by MCGM	Photo copy	No
7.	10/02/2011	Sanction letter issued by State Bank of India	Photo copy	No
8.	09/10/2013	Occupancy Certificate issued by MCGM	Photo copy	No
9.	02/11/2013	Possession letter issued by M/s. Royal Palms (India) Pvt. Ltd	Photo copy	No
10.	03/05/2023	Electricity bill	Photo copy	No
11.	01/06/2023	Society maintenance bill	Photo copy	No
12.		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?	Borivali
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 Borivali 01 to 09 & Bandra
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

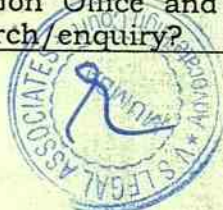


c	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable
11. a	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Ownership Right
	<b>If Ownership Rights,</b>	<b>Yes</b>
a	Details of the Conveyance Documents	No
b	Whether the document is properly stamped.	Yes, Agreement are stamped
c	Whether the document is properly registered.	Yes, Agreement are 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
12.	<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	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 trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
b	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
c	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> whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	No
a	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
b	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	N.A. order dated 18/11/2009
c	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	No
19.	Additional aspects relevant for investigation of title as per local laws.	NA
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.	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
a		
b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
c	Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking?	Not Applicable
22.	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No
a		
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.	Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No
a		
b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	Not Applicable
b/2	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?	Not Applicable
b/3	Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)?	Not Applicable
b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	Not Applicable
24.	In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No
25.	Whether any POA is involved in the chain of title during the period of search?	No
a		





b	Whether the POA involved is one coupled with interest, i.e. a Development Agreement - cum -Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	No
	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Power of Attorney dated 27/03/2008 executed by the Royal Palms (India) Pvt. Ltd. (Formerly known as Amir Park and Amusement Pvt. Ltd.) it's through director Mr. Dilawar Nensey in favour of Mr. Dilip Uplekar is duly registered with the Sub-Registrar of Assurances Borivali under Reg. No. 2759/2008 dated 27/03/2008
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 available
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 is 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;	NA
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);	Yes
f	Payment of proper stamp duty;	Yes
g	Requirement of registration of sale agreement, development agreement, POA, etc.;	Not Applicable
h	Approval of building plan, permission of appropriate/local authority, etc.;	Yes
i	Conveyance in favour of Society/ Condominium concerned;	Not Yet
j	Occupancy Certificate/allotment letter/letter of possession;	Occupancy Certificate dated 09/10/2013
k	Membership details in the Society etc.;	Not furnished
l	Share Certificates;	As above
m	No Objection Letter from the Society;	NOC to be obtained from the Ruby Isle Co-op. HSG. Soc. Ltd, for creating additional 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?	No, Since Occupancy Certificate 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 Borivali 01 to 09 & Bandra noticed that said Flat mortgaged with the State Bank of India.
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.	Year 1994 - 2023 Additional Mortgage can be created.



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 bill dated 03/05/2023 Society maintenance bill dated 01/06/2023
b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
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>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 society.</p> <p>➤ Upon creation of mortgage, the charge should be recorded in the record of the builder by obtaining letter to that effect from society.</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.	Sophia Ningsheng & Mr. Sodaun Ningsheng

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

Date: 01/08/2023

Place: Mumbai

Signature of the Advocate



**CERTIFICATE OF TITLE**

I have examined the photocopies of the Title Deeds intended deposited relating to the schedule property/(ies) and offered as security by way of Additional 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 Additional Mortgage is created, it will satisfy the requirements of creation of Additional 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 flat already mortgaged with the State Bank of India but additional mortgage can be created. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search **Encumbrances Noticed**. Additional mortgaged can be created.
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 Mortgage with the State Bank of India, as could be seen from the Encumbrance Certificate for the period from 1994 - 2023 pertaining to the Immovable Property/(ies) covered by above said Title Deeds., 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 Sophia Ningsheng & Mr. Sodaun Ningsheng, subject to above clause 2.
8. I certify that Sophia Ningsheng & Mr. Sodaun Ningsheng has an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable, subject to above clause 2.
9. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage.



1.	-----	NOC to be obtained from the Ruby Isle Co-op. HSG. Soc. Ltd, for creating additional mortgage	Original
2.	-----	Share Certificate as and when issued	Original
3.	09/10/2013	Occupancy Certificate issued by MCGM	Photo copy
4.	03/05/2023	Electricity bill	Photo copy
5.	01/06/2023	Society maintenance bill	Photo copy
6.	02/11/2013	Possession letter issued by M/s. Royal Palms (India) Pvt. Ltd.	Original
7.	28/12/2010	Agreement for sale executed between M/s. Royal Palms (India) Pvt. Ltd formerly known as Amir Parks and Sophia Ningsheng & Mr. Sodaun Ningsheng, registered sr. no. BDR-2/11678/2010 dated 28/12/2010	Original
8.	28/12/2010	Registration Receipt No. 11700/2010	Original
9.	31/12/2010	Index II	Original

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

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

**SCHEDULE OF THE PROPERTY/IES**

Apartment No. 108, comprising Adm. area 52.53 sq. mtrs. (Carpet area), on 1<sup>st</sup> floor, in the building No. "O" known as "RUBY ISLE" of "Ruby Isle Co-op. HSG. Soc. Ltd", constructed on CTS No. 1627 (Pt), lying and situated at Village Maroshi, Tal. Andheri, Mumbai Suburban District

Place : Mumbai

Date : 01/08/2023

Signature of the Advocate



**FLOW OF TITLE**

After going through the record documents made available to us, it observed from the property card that The A.H. Wadia charity Trust were seized and possessed of otherwise well and sufficiently entitled the property S. No. 169(pt), CTS No. 1627(pt), admeasuring area 975272.50 sq. mtrs. lying and situated at Village Marol Maroshi, Tal. Andheri, Sub-Dist. Mumbai.

Amir Ahmed Nensey offered to purchase the above property from the Trustees of the said Trust and the Trustees of the said Trust by their letter dated 08/11/1981 accepted the said offer of the said Amir Ahmed Nensey for the purchase of the above property.

The Trustees of the said Trust by their letter dated 08/11/1981 addressed to the said Amir Ahmed Nensey recorded that they have handed over to his the possession of the above property.

The Charity Commissioner, Maharashtra State by his order dated 11/01/1982 sanctioned the sale of the above property under section 36 of the Bombay Public Trust Act, 1950.

The dispute and differences arose between the said Amir Ahmed Nensey and the Trustees of the said Trust, the said Amir Ahmed Nensey filed a suit in the High Court of Judicature at Bombay being Suit No. 1745 of 1983 and Suit No. 1657/87 against the Trustees of the said Trust inter alia for the Specific performance of the said agreement for Sale of the above property.

The aforesaid disputes and differences between the said Amir Ahmed Nensey and the Trustees of the said Trust were settled and Amir Park Amusement Pvt. Ltd., were joined as a party to the suit and they have filed the consent terms dated 14/06/1990 and consent decree to operate as a conveyance was passed in favour of Amir Park and Amusement Pvt. Ltd.

Pursuant to the above consent terms and supplemental consent terms dated 05/03/1993 the said Amir Park and Amusement Pvt. Ltd. had paid consideration price to the said Trust.

The Income Tax Authority by its order dated 14/08/1990 granted its permission and no objection under Section 269 -UC (3) for sale of the abovesaid property.

The Consent decree to operate as conveyance is registered with Sub-Registrar of Assurance of Mumbai under serial No. BBJ -403/95 dated 10/07/1995.

The abovesaid property falls under no development Zone under the sanctioned development plan for Greater Bombay as per the Government of Maharashtra Guideline their letter Nos. DCR/ 2218/UD11 dated 10/10/1994. Subsequently as modified notification dated 17/02/2000 the Government of Maharashtra, Development of Information Technology Establishment allowed the abovesaid property to develop the residential subject to certain condition set out therein.

We perused the Common Order dated 13/01/2009 passed by the Hon'ble Lordship Justice Shri D. K. Deshmukh and Shri A. A. Sayed in the several appeal No. 113/2008, to 132/2008 filed by M/s. Royal Palms (India) Pvt. Ltd. against the Common Order dated 30/10/2007 passed by the Single Judge of the Bombay High Court in the different notice of motion in different suits. Whereby Division Bench observed that in Para 6 on page 30 of the said order "there shall be no ad-interim order in relation to the plots where construction has already been started.

Also M/s. Mulla & Mulla & Craigie Blunt & Caroe vide their opinion letter dated 23/01/2009 opined that there will be no ad-interim order in relation to the plots where construction has already started, however the construction on the suit plots shall be subject to the result of the suits.

The Collector of Mumbai District vide its order No. C/DSK-VILA/LND/NAP/SRB-8969 dated 18/11/2009 converted in to non-agricultural user the abovesaid property.

The Municipal Corporation of Greater Mumbai issued Commencement Certificate No. CHE/9819/BP (WS)/AP dated 07/09/2009 and amended dated 22/01/2010 to commenced construction of the building No. "O" consisting Stilt + 20<sup>th</sup> floor construct on the said property.

In view of the above said Royal Palms (India) Pvt. Ltd. (formerly known as Amir Park and Amusement Pvt. Ltd.) have constructed the building No. "O" known as "RUBY ISLE", on the said property.

On perusal the search note of our clerk its appeared that Royal Palms (India) Pvt Ltd., under mortgage deed dated 15/07/2006 mortgaged the Five star Hotel & Club House area 50001.04 sq. mtrs., with state Bank of India. By mortgage Deed dated 02/04/2008 sought the Hotel Project Finance Hotel Palace area 17079 sq. mtrs., from the Finance Corporation of India. And another Mortgage deed dated 27/03/2008 mortgaged the Five Star Dilux Hotel area about 17,079.11 sq. mtrs., with State Bank of India and further by Mortgage Deed dated 14/11/2008 mortgaged the palacc Five Stare Dilux Hotel Royal Palms Estate area 50001.04 sq. mtrs. with the State Bank of India.

But no mortgaged entry found in the search note in respect of the abovesaid building, hence the bank can create equitable mortgaged in respect of the abovesaid flat.

By an Agreement for sale dated 28/12/2010 the said M/s. Royal Palms (India) Pvt. Ltd. (formally known as Amir Park and Amusement Pvt. Ltd.) agreed to sell Apartment No. 108, comprising Adm. area 52.53 sq. mtrs. (Carpet area), on 1st floor, in the building No. "O" known as "RUBY ISLE" to Sophia Ningsheng & Mr. Sodaun Ningsheng, on the terms and conditions contained therein. Which is duly registered with the Sub-Registrar of Assurance, Borivali under Sr. No. BDR-2/11678/2010 dated 28/12/2010.

On perusal of the Sanction letter dated 10/02/2011 issued by the State Bank of India it's appeared that Sophia Ningsheng & Mr. Sodaun Ningsheng has been obtained housing loan from the State Bank of India.

The Brihanmumbai Mahanagarपालिका issued Occupation Certificate No. CHE/9819/BP (WS)/AR dated 09/10/2013 to occupying the Building No. O (Bldg. No. 1-16) comprising of Stilt + 1<sup>st</sup> to 20<sup>th</sup> upper floor construct on the said Property.

M/s. Royal Palms (India) Pvt. Ltd. formerly known as Amir Parks issued Possession letter dated 14/02/2018 into vacant and peaceful physical possession of the Apartment No. 108, comprising Adm. arca 52.53 sq. mtrs. (Carpet area), on 1st floor, in the building No. "O" known as "RUBY ISLE" to Sophia Ningsheng & Mr. Sodaun Ningsheng.

All the Flat purchasers of the said building have formed 'Ruby Isle Co-op. HSG. Soc. Ltd' under the Maharashtra Co-operative Societies Act 1960 duly registered No. MUM/W-P/GNL/HSG.T.C/15440/2014-15.

In view of the above, the additional mortgage can be created in respect thereof

Date: 01/08/2023

Place: Mumbai

Signature of the Advocate





## SEARCH REPORT

Apartment No. 108, comprising Adm. area 52.53 sq. mtrs. (Carpet area), on 1<sup>st</sup> floor, in the building No. "O" known as "RUBY ISLE" of "Ruby Isle Co-op. HSG. Soc. Ltd", constructed on CTS No. 1627 (Pt), lying and situated at Village Maroshi, Tal. Andheri, Mumbai Suburban District (hereinafter referred to as the said property, Flat & Bungalow for brevity's sake)

OWNER:- Sophia Ningsheng & Mr. Sodaun Ningsheng

THIS IS TO CERTIFY THAT I have taken search in respect of the above said property for the period of 30 Years from 1994 to 2023 in the Office of Sub-Registrar Borivali 01 to 09 & Bandra which is as follows:

### YEARS

1994	Nil
1995	Entry in Index Book ( Entry in Old custom) Consent Decree (Rs. 2,07,02,000/-) S. No. 169(P), CTS. No. 1627 (P), admeasuring area 973272.20 sq. mtrs., Jamshed Jijibhoy, Nauroji Gamadia, Anil J. wadia, Jahangir Wadia, Meri C.P. Wadia, Ruhi C.P. Wadia, Anahita J. Wadia C.A. of A.H. Wadia Charity Trust AND M/s. Amir Parks & Amusements Pvt. Ltd. Redg. No. BBJ-403/95 Date: 10/07/1995
1996	Nil
1997	Nil
1998	Nil
1999	Nil
2000	Nil
2001	Entry in Index Book Undertaking S. No. 169(P), CTS. No. 1627 (P), admeasuring area 973272.20 sq. mtrs M/s. Amir Parks & Amusements Pvt. Ltd. AND BMC Redg.: 2110/2001 Date : 18/08/2001
2002	Nil
2003	Entry in Index Book Affidavit CTS. No. 1627 (P) M/s. Amir Parks & Amusements Pvt. Ltd. AND BMC Redg.: 8156/2003 Date : 23/10/2003  Affidavit CTS. No. 1627 (P) M/s. Amir Parks & Amusements Pvt. Ltd. AND BMC Redg.: 8515/2003 Date : 05/11/2003  Mortgage Deed S. No. 169, CTS. No. 1627 (P) whereby land and building of the Hotel admeasuring area 9210 sq. mtrs. and club House 5449 sq. mtrs. (Build up) Dilaver Amir Nensi C.A. Mohammad Amir Nensi Proprietor of M/s. Royal Palms (India) Pvt. Ltd. AND Vidya Guje, Senior Manager of Dena Bank Goregaon (E) Redg.: 3722/2003 Date : 29/05/2003

2004	<p>Entry In Index Book Affidavit CTS. No. 1627 (P) M/s. Amir Parks &amp; Amusements Pvt. Ltd. AND BMC Redg.: 3660/2004 Date : 27/04/2004</p> <p>Affidavit CTS. No. 1627 (P) M/s. Amir Parks &amp; Amusements Pvt. Ltd. AND BMC Redg.: 6291/2004 Date : 16/07/2004</p> <p>Lease Agreement (Rs.600,000/-) Plot No.1, S. No.161, Period 111 year, FSI 3000 sq. ft. M/s. Royal Palms (India) Pvt. Ltd. (presently knows as Amir Park and Amusement Pvt. Ltd.) through director Mohammed Nency through poa holder Dilip Govind Uvalekar To M/s. Satvari Investment (J &amp; K) Pvt. Ltd Director Mr. Suresh Hegade Doc. No. BDR-2/7455/2004 Dated 18/08/2004</p>
2005	Nil
2006	<p>Entry In Index Book Mortgaged Deed (Rs. 457,500,000/-) S. No. 169, CTS No. 1627 (pt) Land area 50001.04 sq. mtrs., Five Star Hotel &amp; Club House Hotel Park Plaza Royal Plams M/s. Royal Palms (India ) Pvt. Ltd. AND Mr. Arun Vertak Authosignatory of State of India Regd. No. BDR-2/5909/06 Dated : 15/07/2006</p> <p>Lease Deed (Rs. 6000,000/-) S. No. 169 9pt), CTS No. 1627 total area 1252 sq. mtrs., land - 1800 sq. ft. &amp; 1200 sq. ft. FSI Jasmin Dinsha Lala C. A. Patel Intigrated Logestic Ltd. AND Vishal Kolpe C. A. C. R. Rajesh Nair Regd. No. BDR-2/9425/06 Dated : 02/12/2006</p>
2007	<p>Entry In Index Book Lease Deed (Rs. 200,000/-) CTS No. 1627 lease Deed supplement BDR/4/652/03 FSI AREA 450 SQ. FT., Supplement FSI 3450 SQ. FT. AREA 41.82 sq. mtrs. ( Built-up) Mr. Dilip Govind Uplekar C. A. Mohammad Nensey Director of M/s. Royal Palms (India ) Pvt. Ltd. Formerly known as Amir Parks AND Abusement Pvt. Ltd. AND Shobhana Nambiyar Regd. No. BDR-2/10166/06 Dated : 02/01/2007</p>

2008	<p>Entry In Index Book</p> <p>Mortgaged Deed (Rs. 200,000,000/-) ADJ/A/1379/08 dated 31/03/2006 Hotel Project Palace Hotel area 17079 sq. mtrs. S. No. 169, CTS No. 1627 Maroshi Royal Plams Vasahat Are Milk Colony Mr. Dilawar Nensey Director of M/s. Royal Palms (India ) Pvt. Ltd. AND Mr. N. Ramchandran Asistant Gernal Manager of Turisam Finance Corporation of India Ltd. Regd. No. BDR-2 /2983 /08 Date: 02/04/2008</p> <p>Mortgaged Deed (Rs. 500,000,000/-) ADJ/A/1286/08 dated 26/03/2008 Land &amp; Construction area 17079.11 sq. mtrs., S. No. 169, CTS No. 1627 (pt) Five Star Dilux Hotel ( The Palace ) Mr. Dilawar Nensey Director of M/s. Royal Palms (India ) Pvt. Ltd. AND Mr. Arun Vertak Manager of State Bank of India Regd. No. BDR-2 /2758 /08 Date: 27/03/2008</p> <p>Power of Attorney Family of M/s. Royal Palms (India ) Pvt. Ltd. AND Mr. Dilip Govind Uplekar Regd. No. BDR-2 /2759 /08 Date: 27/03/2008</p> <p>Affidavit CTS No. 1627 Mr. Dilip Govind Uplekar C. A. Mohhamad Nensey Director of M/s. Royal Palms (India ) Pvt. Ltd. Formerly known as Amir Parks AND Abusement Pvt. Ltd. AND BMC Regd. No. BDR-2/6232/08 Dated : 16/07/2008</p> <p>Mortgaged Deed (Rs. 5,00,00,000/-) ADJ/A/1856/08 dated 25/04/2008 Land &amp; Construction area 17079.11 sq. mtrs., S. No. 169 (pt) , CTS No. 1627, The Palace Five Star Deilux Hotel Royal Palms Estate Mr. Dilawar Nensey Director of M/s. Royal Palms (India ) Pvt. Ltd. AND Mr. R. C. Jain Chief Manager of Bank of India Regd. No. BDR-2 /3849 /08 Date: 28/04/2008</p> <p>Mortgaged Deed (Rs. 300,000,000/-) Land &amp; Construction area 50001.04 sq. mtrs., S. No. 169 (pt) , CTS No. 1627, The Palace Five Star Deilux Hotel Royal Palms Estate Mr. Dilawar Nensey Director of M/s. Royal Palms (India) Pvt. Ltd. AND Mr. Arun Vartak Authority Signatory of State Bank of India Regd. No. BDR-1 /8302/2008 Date: 14/11/2008</p>
2009	Nil

2010	Entry in index- II Agreement for sale dated 28/12/2010 Apartment No. 108, comprising Adm. area 52.53 sq. mtrs. (Carpet area), on 1st floor, in the building No. "O" known as "RUBY ISLE" constructed on CTS No. 1627 (Pt), lying and situated at Village Maroshi, Tal. Andheri, Mumbai Suburban District M/s. Royal Palms (India) Pvt. Ltd. (formally known as Amir Park and Amusement Pvt. Ltd.) And Sophia Ningsheng & Mr. Sodaun Ningsheng Sr. No. BDR-2/11678/2010 dated 28/12/2010.
2011	No Transaction found as per the Online E-search
2012	No Transaction found as per the Online E-search
2013	No Transaction found as per the Online E-search
2014	No Transaction found as per the Online E-search
2015	No Transaction found as per the Online E-search
2016	No Transaction found as per the Online E-search
2017	No Transaction found as per the Online E-search
2018	No Transaction found as per the Online E-search
2019	No Transaction found as per the Online E-search
2020	No Transaction found as per the Online E-search
2021	No Transaction found as per the Online E-search
2022	No Transaction found as per the Online E-search
2023	No Transaction found as per the Online E-search

Attached Govt. Fecs paid vide Challan No. MH006064411202324E/2023 dated 01/08/2023

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

Note:- In the S.R.O. at Borivali 01 to 09 & Bandra Online E-search Index ii Record from the year 1994 to 2023 are Not Properly updated for search, said search Report as per the available Online E-search Record.

Date: 01/08/2023



  
Mr. Satish Gaikwad