

*Mrs. Darshana A. Shah*

B.Com., LL.B.  
Advocate High Court



Office Address : No.206, 2nd Floor  
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Ref: TITLE/SBI/SEPTEMBER 9/2012

*Properly*

Date: 06/09/2012

To,  
State Bank of India,  
Sir,

**ANNEXURE D**

**CERTIFICATE OF TITLE**

We have Examined the Original of Title deeds intended to be deposited relating to the Schedule Property and offered as security by way of Equitable Mortgage and that the Documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created it will satisfy the requirements of Creation of the Equitable Mortgage and we further certify that it is possible to create Equitable Mortgage by taking deposit the documents of title detailed below:-

- 1) We have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
- 2) We confirm having caused a search in the concerned office of the Sub-Registrar for period of 30 years. We do not find anything adverse which would prevent the Title Holders from creating a Valid Mortgage. We are responsible, if any loss is caused to the Bank due to negligence on my part or by agent in making search.
- 3) Following scrutiny of Records in the concerned office of the Sub-Registrar and relative Title Deeds, We hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt if any has been clarified by making necessary enquiries.
- 4) There are no prior Mortgage/Charges/encumbrances whatsoever as could be seen from the Encumbrances Certificate for the period from 1983 to 2012 pertaining to the Immovable Property covered by above said Title Deeds. The property is free from all encumbrances, subject to No dues Certificate issued by Jankalyan Sahakari Bank Ltd.



5) The Mortgage if created will be available to the Bank for the liability of the intending Borrowers **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI**

We certify **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI** have an absolute, clear and marketable Title over the Schedule property. We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

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

a) To call upon the said **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI** to deposit the following documents to the Bank.

1. Original of Deed of Declaration, dt. 18/10/2002, executed by **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI**
2. Original of Registration Receipt under bearing No. 4812 under document No. BDR 1 - 05630 - 2002 dt. 22/10/2002
3. Original of Index II, dt. 22/10/2002
4. Original of Deed of Transfer, dt. 24/11/1995 entered into between **MRS. HAMIDA BANU SAFDAR KHAN** (The Vendor/Transferors) of the One Part and **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI** (The Purchasers) of the Other Part
5. Certified true copy of Agreement for Sale dt 10/03/1992 entered into between **M/S. JESAL-CONSTRUCTIONS** (The Promoters) of the One Part and **MRS. HAMIDA BANU SAFDAR KHAN** (The Purchasers) of the Other Part.
6. Original of Share Certificate issued by **SUNFLOWER CHS LTD.** in favour of **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI**,
7. Original of NOC issued by **SUNFLOWER CHS LTD.**, in favour of bank.
8. No Dues Certificate issued by Jankalyan Sahakari Bank Ltd.
9. Original of public notice in Free Press Journal & Nav Shakti regarding missing of Agreement for Sale, dt 10/03/1992.
10. Original of Encumbrance Certificate issued by Advocate.
11. Copy of Police Complaint filed in concern police station for missing document.



- b). To call upon the said pay the requisite stamp duty under the provision of Bombay Stamp Act and to execute the necessary documents for the creation of the equitable mortgage in respect of the said Flat.
- c). To call upon the said **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI** to deposit a letter in writing from the Society, in favor of Bank stating that they have no objection if the said **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI** creates the Mortgage in respect of the said flat and that they will record the said lien of the Bank in their relevant record and that they will not allow the **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI** to create the third party interest in respect of the said flat without the Written consent of the Bank and that the said Flat is not subject to any prior Mortgage.
- d). To call upon the said **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI** to give an undertaking that they will deposit the Original Share Certificate to be issued by the Society, in respect of the said flat with the Bank and will obtain a letter in favour of the Bank from the Society recording the charge of the Bank in respect of the Flat.
- e). Search report in respect of the said property for the last 30 years.


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

#### SCHEDULE OF THE PROPERTY

Flat No. 101, 1<sup>st</sup> floor, Adm. 648.84 Sq. Ft. Carpet Area, Building known as "SUNFLOWER CHS LTD.", land bearing Plot of land bearing CTS. No. 3161, 3162, 3163, 3171, 3172, of Village Kolkalyan Santacruz (East), Bombay in the Registration District and Sub-District Mumbai City and Mumbai Suburban.

Place: Thane

Date: 06/09/2012

  
Mrs. Darshana A. Shah  
Advocate



**Mrs. Darshana. A. Shah**

B.Com., LL.B.  
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E-Mail : shah.darshana00@gmail.com

TITLE/SBI/SEPTEMBER 11/2012

Date: 06/09/2012

Ref:

**TITLE INVESTIGATING REPORT (T.I.R)**

Annexure "B"

1.	Name of the Branch/ BU seeking opinion.	State Bank of India
2.	Reference No. and date of the letter under the cover of Which the documents tendered for scrutiny are forwarded.	No Letter issued.
3.	Name of the unit/concern/company/person offering the Property/(ies) as security.	MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI (hereinafter referred to as the Borrowers)
4.	Concern of the unit/concern/person/body/authority Offering the property for creation of charge.	Joint
5.	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, 777etc.)	As a Borrowers.
6(A)	Particulars of the documents scrutinized-serially and Chronologically.	<ol style="list-style-type: none"><li>1. Copy of Deed of Declaration, dt. 18/10/2002, executed by MRS. KAMINI KAMAL KUMAR JOHARI &amp; KAMAL KUMAR JOHARI.</li><li>2. Copy of Registration Receipt under bearing No. 4812 under document No. BDR 1 - 05630 - 2002 dt. 22/10/2002.</li><li>3. Copy of Deed of Transfer, dt. 24/11/1995 entered into between MRS. HAMIDA BANU SAFDAR KHAN (The Vendor/Transferors) of the One Part and MRS. KAMINI KAMAL KUMAR JOHARI &amp; KAMAL KUMAR JOHARI (The Purchasers) of the Other Part.</li><li>4. Copy of Property Card.</li><li>5. Copy of Share Certificate issued by SUNFLOWER CHS LTD. in favour of MRS. KAMINI KAMAL KUMAR JOHARI &amp; KAMAL KUMAR JOHARI, dt. 31/03/1998.</li></ol>



original given to  
mrs. Jahay on 8/9/12



Mrs. Durgam A. Shah  
REGISTRAR OF MORTGAGES  
MUMBAI

		6. Copy of Agreement for Sale dt 10/03/1992 entered into between M/S. JESAL CONSTRUCTIONS (The Promoters) of the One Part and MRS. HAMIDA BANU SAFDAR KHAN (The Purchasers) of the Other Part.
	Nature of documents verified and as to whether they are Originals or certified copies or registration extracts duly Certified.  Note: Only originals or certified extracts from the Registering/land/revenue/other authorities are examined.	As at 6 (a) above
7.	Complete or full description of the immovable property/ (ies) Offered as security for creation of mortgage whether Equitable/ registered mortgage.	Flat No. 101, 1 <sup>st</sup> floor, Adm. 648.84 Sq. Ft Carpet Area, Building known as "SUNFLOWER CHS LTD", land bearing Plot of land bearing CTS. No. 3161, 3162, 3163, 3171, 3172, of Village Kolkalyan Santacruz (East), Bombay in the Registration District and Sub-District Mumbai City and Mumbai Suburban.
i)	Survey No.	CTS. No. 3161, 3162, 3163, 3171, 3172
ii)	Door No. (in case if house property)	Flat No. 101, 1 <sup>st</sup> floor.
iii)	Extent/area including plinth/built up area in case of House property.	Adm. 648.84 Sq. Ft. Carpet Area
iv)	Locations like name of the place, village, city, registration, Sub-district etc.	Village Kole Kalyan Santacruz (East), Bombay in the Registration District and Sub-District Mumbai City and Mumbai Suburban.
v)	Boundaries :	N.A. Since the property offered as security is flat.
8.	Flow of titles tracing out the title, of the intended Mortgagor and his/its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a Further period, depending on the need for clearance of Such clog on the Title.	<ol style="list-style-type: none"><li>1. It appears that Mrs. Clotila Emil Rodrigues were the owner of the property, bearing no. S. No. 349 Hissa No. 33, corresponding CTS. No. 3161, adm. 392.8 Sq. Mtrs., of Village Kolkalyan Santacruz (East), Bombay in the Registration District and Sub-District Mumbai City and Mumbai Suburban.</li><li>2. The said Mrs. Clotila Emil Rodrigues died intestate at Bombay 23/02/1979, leaving behind her Mr. Ivan Rodrigues &amp; Four Others, as her only heirs &amp; legal representative who became entitled to her estate including the first property.</li><li>3. By an Agreement, dt. 29/06/1982, between Mr. Ivan</li></ol>

Rodrigues & Four Others And M/s. Suhail Construction. The said Mr. Ivan Rodrigues & Four Others agreed to sell transfer and assign all their rights title & interest in respect of the first property to M/s. Suhail Construction.

4. In the first agreement the description of the first property was through mistake wrongly mentioned as S. no. 349 instead of S. No. 349 Hissa No. 33, Corresponding to CTS No. 3161.
5. To rectify the mistake made in writing the description of the first property a Deed of Rectification, dt. 05/05/1985 was executed between the Mr. Ivan Rodrigues & Four Others And M/s. Suhail Construction.
6. The record of rights in respect of the said property show the first property in the name of one Mr. Radka Rama Rajput as occupant tenant. The said Radka Rama Rajput died leaving Mr. Laxman & Atmaram, as his legal heirs & their name have been brought on the record in the record of rights as occupants.
7. By an Agreement, dt. 28/01/1985, the said Mr. Laxman & Atmaram Rajput agreed to sell transfer and assign all their rights title and interest in the first property to Emzed Corporation with the confirmation of one Salkar Group on the terms & conditions recorded therein.
8. By an Agreement, dt 22/02/1989, the said M/s. Suhail Construction And Emzed Corporation And Salkar Group agreed to sell transfer and assign all their rights title interest under the first agreement to M/s. Jesal Construction, along with POA.
9. The necessary permission under the ULCR Act, 1976 for development has also been received under order no. C/ULC/D-XV/697/SR/XX/387/1607, dt 18/12/1989.
10. It appears that Mr. Denzil Miranda & Others were the owner of the property, bearing no. S. No 349 Hissa No. 28, corresponding CTS. No. 3162, adm. 405.7 Sq. Mtrs., of Village Kolekalyan Santacruz (East), Bombay in the Registration District and Sub-District Mumbai City and Mumbai Suburban.



	<ol style="list-style-type: none"> <li>11. By an Agreement, dt. 22/11/1985, between Mr. Denzil Miranda &amp; Others agreed to sell transfer and assign all their rights title interest in respect of the said property to M/s. Emzed Corporation And Salkar Group.</li> <li>12. By an Agreement, dt. 17/02/1989, between Emzed Corporation agreed &amp; assign all their right, title &amp; interest to M/s. Jesal Construction.</li> <li>13. The necessary permission under the ULCR Act. 1976 for development has also been received under order no. C/ULC/D-XV/6 (i)/SR/XX/283, dt. 16/08/1989.</li> <li>14. Mr. Alphi D'souza &amp; others were the owners of the property, bearing S. No. 349 Hissa No. 17, Corresponding CTS No. 3163, adm. 638.5 Sq. Mtrs., as also S. No. 349 Hissa No. 18, Corresponding CTS No. 3172, adm. 448 Sq. Mtrs., Village Kolekalyan Santacruz (East), Bombay in the Registration District and Sub-District Mumbai City and Mumbai Suburban.</li> <li>15. By an Agreement, dt. 25/04/1985, between Mr. Alphi D'souza &amp; others agreed to sell transfer &amp; assign all their rights title interest in respect of the property to Emzed Corporation And Salkar Group.</li> <li>16. By a Supplementary Agreement, dt. 06/08/1985, Merlin Allen Naronha &amp; 2 Others the third owners on the one hand &amp; the said Emzed Corporation on the other hand the said Emzed Corporation have agreed to purchase all their rights, title interest and benefits in the third property.</li> <li>17. By an Agreement, dt. 28/11/1989, the said Emzed Corporation agreed to sell transfer and assign all their rights title interest under the agreement, dt. 25/04/1985 &amp; in the third property to the promoters herein.</li> <li>18. The necessary permission under the ULCR Act. 1976 for development has also been received under order no. C/ULC/D-XVI/6(i)/SR/XVI/929, dt. 21/06/1989.</li> <li>19. Mr. Joseph F. Dabreo was the owner of the property, bearing S. No. 349 Hissa No. 29, CTS No. 3171, adm. 485.1 Sq. Mtrs., Village Kolekalyan</li> </ol>
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Santacruz (East), Bombay in the Registration District and Sub-District Mumbai City and Mumbai Suburban.

20. The record of rights in respect of the said property show the first property in the name of one Mr. Radka Rama Rajput as occupant tenant. The said Radka Rama Rajput died leaving Mr. Laxman & Atmaram, as his legal heirs & their name have been brought on the record in the record of rights as occupants, by M. E. No. 6448.
21. By an Agreement, dt. 01/03/1985, between Mr. Laxman & Atmaram Rajput agreed to sell transfer and assign all their right, title interest in respect of the fourth property to Emzed Corporation And Saikar Group.
22. By an Agreement, dt. 08/11/1988, the said Emzed Corporation in their turn agreed to sell transfer and assign all their rights title interest in respect of the fourth property to M/s. Jesal Construction.
23. The necessary permission under the ULCR Act 1976 for development has also been received under order no. C/ULC/D-XV/6(i)/SR/XVI/386, dt. 21/06/1989.
24. The necessary amalgamation of the first property, second property, third property & fourth property have been obtained from the competent authority under the ULCR Act. 1976 under no. CE/569/BSII/LOHN, dt. 08/06/1990.
25. The necessary layout plan in respect of the said property is passed by MCGM, by its approval no. CE/569/BSII/WVS/LOHN, dt. 08/06/1990.
26. The MCGM has issued CC, bearing no. EB/CE/9239/BSII/AH, dt. 10/04/1990.
27. By an Agreement for Sale dt 10/03/1992 entered into between **M/S. JESAL CONSTRUCTIONS** (The Promoters) of the One Part and **MRS. HAMIDA BANU SAFDAR KHAN** (The Purchasers) of the Other Part. The said **M/S. JESAL CONSTRUCTIONS** (The Promoters) agreed to sell the flat property, bearing no. Flat No. 101, 1<sup>st</sup> floor, Adm. 648.84 Sq. Ft. Carpet Area, Building known as "SUNFLOWER CHS LTD.", land bearing Plot of





land bearing CTS. No. 3161, 3162, 3163, 3171, 3172, of Village Kolekalyan Santacruz (East), Bombay in the Registration District and Sub-District Mumbai City and Mumbai Suburban to **MRS. HAMIDA BANU SAFDAR KHAN.**

28. By a Deed of Transfer, dt. 24/11/1995 entered into between **MRS. HAMIDA BANU SAFDAR KHAN** (The Vendor/Transferors) of the One Part and **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI** (The Purchasers) of the Other Part. The said **MRS. HAMIDA BANU SAFDAR KHAN** (The Vendor/Transferors) of the One Part transfer the said flat property, bearing no. Flat No. 101, 1<sup>st</sup> floor, Adm. 648.84 Sq. Ft. Carpet Area, Building known as "SUNFLOWER CHS LTD.", land bearing Plot of land bearing CTS. No. 3161, 3162, 3163, 3171, 3172, of Village Kolekalyan Santacruz (East), Bombay in the Registration District and Sub-District Mumbai City and Mumbai Suburban to **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI.** This Agreement is not registered, hence Deed of Declaration, dt. 18/10/2002, executed by **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI.** For the total cost of the Flat Rs. 8,90,000/- only and on the terms and conditions more particularly contained therein. Duly executed on stamp duty of Rs. 46,030/- under the provisions of Bombay Stamp Act, 1958 and duly registered in SRO, BDR 1 under document No. BDR 1 - 05630 - 2002 dt. 22/10/2002. By paying Registration Fees of Rs. 10,910/- and on the terms and conditions more particularly contained therein.
29. The Co-operative Housing Societies, duly registered under the provisions of the Maharashtra Co-operative Societies Act 1960 under bearing No. BOM/WNE/HSG/TC/9428/1997 under name and style as "SUNFLOWER CHS LTD"
30. The **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI** are registered member of the said "SUNFLOWER CHS LTD" and the Society has issued 5 shares bearing numbers 1 To 5 (both inclusive) of Rs. 50/- (Rupees Fifty only) each, under Share Certificate No. 1, dt. 31/03/1998
31. The said **MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI** have availed the Housing Loan from Jankalyan Sahakari Bank by

ANNEXURE "C"		
1.	Nature of title (Ownership/Leasehold/occupancy/Government Grant/allotments etc.	The Borrowers, MRS. KAMINI KAMAL KUMAR JOHARI & KAMAL KUMAR JOHARI are the owners of the said flat on what is popularly known as Ownership basis.
2.	If leasehold, whether, Lease Deed is duly stamped and registered Lessee is permitted to mortgage the leasehold right, Duration of the Lease/unexpired period of lease, 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.	N.A.
3.	If Government grant/ allotment/Lease-cum/Sale Agreement, Whether: \ Grant/ agreement etc. provides for alienable rights to the Mortgagor with or without conditions, The mortgagor is competent to create charge on such Property.	N.A.
4.	If occupancy right, whether, Such right is heritable and transferable, Mortgage can be created.	Yes- subject to the No objection/consent from the Society.
5.	a. Urban land ceiling clearance, whether required and if so, details thereon. ----- b. Whether No Objection Certificate under the income Tax Act is required/ obtained.	NO  NO
6.	Nature of Minor's interest, if any and if so, whether Creation of mortgage could be possible-the Modalities/procedure to be followed and the reasons for Coming to such conclusion.	N.A.
7.	If the property is Agricultural land, whether the local laws Permit mortgage of Agricultural land and whether there are Any restrictions for enforcing, thereon.	N.A.
8.	In the case of conversion of Agricultural land for Commercial purposes or otherwise, whether requisite Procedure followed/permission obtained.	N.A.
9.	Whether the property is affected by any local laws (viz. Agricultural Laws, weaker	

		mortgaging the said Flat with them.
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inam Holder or Govt. Grantee/Allot tee etc.)	The Borrowers, <b>MRS. KAMINI KAMAL KUMAR JOHARI &amp; KAMAL KUMAR JOHARI</b> are the owners of the said flat on what is popularly known as ownership basis.
10(a)	Encumbrances, Attachments, and/or claims whether of Government, Central or state or other Local authorities or Third Party claims, Liens etc. and details thereof If yes, give the details thereof.	We have taken search with the Sub-Registrar Office at <b>BDR 1</b> for the period of 30 years and have found that there is no encumbrance on the said property.
(b)	The period covered under the Encumbrances Certificate And the name of the person in whose favour the Encumbrance is created and if so, satisfaction of charge, if any.	We have taken search for the period of 30 years. And it is found that the said flat stands in the name of <b>MRS. KAMINI KAMAL KUMAR JOHARI &amp; KAMAL KUMAR JOHARI</b> .  encumbrances disclosed/reflected.
11.	Details regarding property tax or land revenue or other Statutory dues paid/payable as on date and if not paid. What remedy?	Nil
12.	Details of RTC extracts/mutation extracts/Katha extract Pertaining to the property in question.	Nil-- Since the property offered as security is only a flat.
13.	Any bar/restriction for creation of mortgage under any Local or special enactments, details of proper registration Of documents, payment of proper stamp duty etc.	There is no such bar for the creation of the Mortgage.
14.	In case of absence of original titles 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.	N.A.
15.	The specific person who are required to create Mortgage/to deposit document creating mortgage.	<b>MRS. KAMINI KAMAL KUMAR JOHARI &amp; KAMAL KUMAR JOHARI</b> are required to deposit the Document creating Mortgage.



c.	Extent of authority of the Developer/builder	N.A.
e.	Agreements for Sale	N.A. Duly registered SRO BDR 1, under document No. BDR 1 - 5630 - 2002, dt. 22/10/2002.
f.	Payment of proper stamp duty	It is duly stamped under the provision of the Bombay Stamp Act.
g.	Conveyance if favor of Society/condominium concerned.	N.A.
h.	Occupancy Certificate/allotment letter/letter of possession.	N.A.
i.	Membership details in the Society etc.	N.A.
j.	Share Certificates	N.A. To call upon the said <b>MRS. KAMINI KAMAL KUMAR JOHARI &amp; KAMAL KUMAR JOHARI</b> to deposit the Original share Certificate issued by the Society.
k.	No objection letter from the society	To call upon the said <b>MRS. KAMINI KAMAL KUMAR JOHARI &amp; KAMAL KUMAR JOHARI</b> to obtain a letter in writing from the Society, recording the charge of the Bank in their relevant record and that they will not allow the to create the third party interest without the written consent of the Bank.
l.	All legal requirements under the local/Municipal laws, Regarding ownership of Shops/Apartments/Building Regulation, Development Control Regulations, Co-operative Societies Laws etc.	N.A.
15.	Where the property is a joint family property, mortgage is Created for family benefit/legal necessity, whether the Major Coparceners have no Objection/join in execution, Minor's share if any, rights of female members etc.	N.A.
16.	Pending Litigations/court attachments/injunction/stay Orders/acquisition by the Government/Local authorities etc. that could be ascertained.	Nothing is revealed.
17.	Any other details required for the purpose	N.A.

	Sections, minorities, Land Laws Etc.)	N.A.
10 a.	In case of partition/settlement deeds, whether the original Deed is available for deposit. If not the modality/procedure To be followed to create a valid and enforceable mortgage.	N.A.
b.	Whether mutation has been effected and whether the Mortgagor is in possession and enjoyment of his share.	N.A.
c.	Whether the partition made is valid in law and the Mortgagor has acquired a mortgage able title thereon.	N.A.
11 a.	In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	N.A.
b.	Whether the person(s) creating mortgage has/have Authority to create mortgage for and on behalf of the firm.	N.A.
12 a.	Whether the property belongs to a limited Company. Check the Borrowing powers, BOD resolution, Authorization to create mortgage/execution of documents, Registration of any prior charges with the company Registrar, Articles of Association/provision for common Seal etc.	Property does not belong to any limited Company.
b.	In case of Societies, Association, the required Authority/power to borrower and whether the mortgage Can be created, and the requisite resolutions. Bye-laws	To call upon the said <b>MRS. KAMINI KAMAL KUMAR JOHARI &amp; KAMAL KUMAR JOHARI</b> to obtain a letter in writing from the Society, recording the charge of the Bank in their relevant record and that they will not allow the <b>MRS. KAMINI KAMAL KUMAR JOHARI &amp; KAMAL KUMAR JOHARI</b> to create the third party interest without the written consent of the Bank.
13.	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 property executed/stamped/authenticated in terms of the Law of the place, where it is executed.	N.A.
14.	If the property is a Shop/apartment or residential/commercial Complex, check.	Property offered as security is Flat.
a.	Promoter's/Land owner's title to the land/building.	Title to the said Building is clear and free from encumbrances.
b.	Development Agreement/power of Attorney	

