

# S S P Legal

## Advocates, Counsels & Consultants

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Ref. No.: SSP/SBZ/3788

### Annexure - B

1.	a) Name of the Branch/ Business Unit Office seeking opinion	<b>STATE BANK OF INDIA,</b> SPBB Main branch, Fort, Mumbai
	b) Reference No. and date of the letter under the under the cover of the documents tendered for scrutiny	.....
	c) Name of the Borrowers.	1] MR. PRASAD BALWANT MHASE, 2] MR. BALWANT B. MHASE AND 3] MRS. NANDA BALWANT MHASE
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.	1] MR. PRASAD BALWANT MHASE, 2] MR. BALWANT B. MHASE AND 3] MRS. NANDA BALWANT MHASE
	b) Constitution of the unit/concern/person offering the property for creation of charge.	Flat Purchasers
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.	Joint Purchasers/Owners
4.	Value of Loan (Rs. in crores)	
5.	Complete or full description of the immovable property/(ies) offered as security including the following details.	
	a) Survey No.	Land bearing C.T.S. Nos. 356/A of Village Hariyali, Taluka Kurla, within the Registration District and Sub-District of Mumbai Suburban District and within the Municipal Limits of Brihan Mumbai Municipal



		Corporation		
	b) Door no. ( in case of house property)	<b>Flat No. 7374</b>		
	c) Extent/ area including plinth/ built up area in case of house property	Admeasuring 225 Sq. Ft. (Carpet Area), on 2 <sup>nd</sup> Floor, of the building No. 192 known as "Chintan Anandmay Co-operative Housing Society Ltd." situated at Kannamwar Nagar No. 2, Vikroli, Mumbai 400083.		
	d) Locations like name of the place, village, city, registration, sub-district etc.	Land bearing C.T.S. Nos. 356/A of Village Hariyali, Taluka Kurla, within the Registration District and Sub-District of Mumbai Suburban District and within the Municipal Limits of Brihan Mumbai Municipal Corporation		
6.	a) Particulars of the documents scrutinized- serially and chronologically			
	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.			
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.	31/07/2023	Agreement for sale dated 31/07/2023 (executed on stamp duty of Rs. 240000/- under the provision of Maharashtra Stamp Act, 1958 and duly registered with the Sub Registrar of	Copy	Copy



		Assurance under Sr. No. KRL-2/14396/2023, dated 31/07/2023) entered into between Smt. Sunita Shivram Parab as (Transferor) of the One Part and 1] MR. PRASAD BALWANT MHASE, 2] MR. BALWANT B. MHASE AND 3] MRS. NANDA BALWANT MHASE as (Transferees) of the Other Part.		
2.	26/07/2023	Challan dated 26/07/2023 for Rs. 240000/- & Rs. 30000/- issued by the Bank of Maharashtra towards the stamp duty and registration fees.	Copy	Copy
3.	31/07/2023	Registration Receipt No. 15481 dated 31/07/2023 for Rs. 30600/- issued by Sub Registrar office at Kurla.	Copy	Copy
4.	01/08/2023	Index II dated 01/08/2023 issued by Sub Registrar's office at Kurla in respect of Agreement for Sale dated 31/07/2023.	Copy	Copy
5.	16/06/1989	Sale Deed dated 16/06/1989 (Adjudicated under Case No. COSK / AMN / 4545 / 08) READWITH Declaration dated 11/02/2009 (duly registered with the Sub-Registrar's Office at Kurla	Copy	Copy



		under Sr. No. BDR-14/1167/2009) entered into between Smt. Saraswati Vithal Redkar as (Vendor) of the One Part and Mrs. Sunita Shivram Parab as (Purchaser) of the Other Part		
6.	21/02/2009	Registration receipt no. 1170 for Rs. 1820/- dated 21/02/2009 issued by sub-Registrar's Office at Kurla.	Copy	Copy
7.	21/02/2009	Index II dated 21/02/2009 issued by Sub-Registrar's Office at Kurla in respect of Deed of Declaration dated 11/02/2009	Copy	Copy
8.	22/09/1978	Letter dated 22/09/1978 bearing no. Allotment/Z. Br./9549 of 78 issued by MHADA in favour of Smt. Saraswati Vithal Redkar	Copy	Copy
9.	05/06/1980	Possession Letter dated 05/06/1980 issued by MHADA in favour of Smt. Saraswati Vithal Redkar	Copy	Copy
10.	27/05/1980	Allotment Letter dated 27/05/1980 issued by MHADA in favour of Smt. Saraswati Vithal Redkar	Copy	Copy
11.	19/08/1985	Letter dated 19/08/1985 issued by MHADA in favour of Smt. S. V. Redkar.	Copy	Copy
12.	18/10/1989	Transfer letter dated 18/10/1989 bearing no.	Copy	Copy



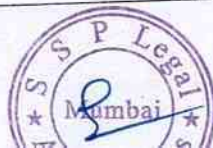
		4461 issued by MHADA in favour of Smt. Sunita Shivram Parab			
	13.	01/01/1989	Share Certificate No. 062 containing distinctive share No. 306 to 310 issued by "Chintan Anandmay Co-op. Hsg. Soc. Limited" and now standing in the name of Smt. Saraswati Vithal Redkar.	Copy	Copy
	14.		Society Registration Certificate	Copy	Copy
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).		Not Applicable	
	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	
	B	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.		Online computer record verified, no adverse report found	



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?	Yes
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?	Kurla
b	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar-general. If so, please name all such offices?	Yes, Sub Registrar office at Kurla
c	Whether search has been made at all the offices named at (b) above?	Yes
d	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	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)	<b><u>Please see Annexure 1</u></b>
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	Ownership Right



	Holder or Govt. Grantee/ Allottee etc.)	
	<b>If Ownership Rights,</b>	<b>Yes</b>
a	Details of the Conveyance Documents	No
b	Whether the document is properly stamped.	Yes
c	Whether the document is properly registered.	Yes
	<b>If leasehold, whether;</b>	<b>No</b>
a	The Lease Deed is duly stamped and registered	Not Applicable
b	The lessee is permitted to mortgage the Leasehold right,	Not Applicable
c	duration of the Lease/unexpired period of lease,	Not Applicable
d	if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not Applicable
e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
f	Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
	<b>If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;</b>	<b>No</b>
a	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable
b	the mortgagor is competent to create charge on such property?	Not Applicable
c	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not Applicable
	<b>If occupancy right, whether;</b>	<b>No</b>
a	Such right is heritable and transferable,	Not Applicable
b	Mortgage can be created.	Not Applicable
<b>12.</b>	<b>Has the property been transferred by way of Gift/Settlement Deed</b>	<b>No</b>
a	The Gift/Settlement Deed is duly stamped and registered;	Not Applicable



b	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not Applicable
c	The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
d	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
e	Whether the Donee is in possession of the gifted property?	Not Applicable
f	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
g	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	Not Applicable





	court?	
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 a	Is the property an Agricultural land whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	No
b	In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	No
19. a	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	No
b	Additional aspects relevant for investigation of title as per local laws.	No
20. a	Whether the property is subject to any pending or proposed land acquisition proceedings?	Not found
b	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	No
21. a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Not found
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.		No
a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	
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.		Not Applicable
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.	
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.	Not Applicable
25.		Not Applicable
a	Whether any POA is involved in the chain of title during the period of search?	
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	Not Applicable



	favour of the builder/developer and as such is irrevocable as per law.	
	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Not Applicable
c	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not Applicable
d	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a 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 Applicable
f	Please comment on the genuineness of POA?	Not Applicable
g	The unequivocal opinion on the enforceability and validity of the POA.	Not Applicable
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>Residential Flat</b>



a	Promoter's/Land owner's title to the land/ building;	Yes
b	Development Agreement/Power of Attorney;	Yes
c	Extent of authority of the Developer/builder;	To construct and sell the constructed Flat
d	Independent title verification of the Land and/or building in question;	Yes
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.;	No
h	Approval of building plan, permission of appropriate/local authority, etc.;	Yes
i	Conveyance in favour of Society/ Condominium concerned;	Society formed
j	Occupancy Certificate/allotment letter/letter of possession;	Not Applicable
k	Membership details in the Society etc.;	Yes
l	Share Certificates;	Yes
m	No Objection Letter from the Society;	Bank to obtain the same from the society and MHADA.
n	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Not Applicable
o	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Yes, lien of the bank should be noted with the society
p	If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	No
q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
II.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	Not Applicable



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.	Non Encumbrance
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.	1994 to 2023
30.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not Applicable
31. a	Urban land ceiling clearance, whether required and if so, details thereon	Not Applicable
b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	Not Applicable
32. a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Yes
b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable
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.	Not Applicable
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 is not produced before us
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.	<ul style="list-style-type: none"> <li>• The Memorandum of EMDTD is required to be executed on Stamp Duty of 0.3% of the loan amount.</li> <li>• Before sanctioning the said loan, to the prospective purchaser/borrower the Bank should ascertain</li> </ul>



		<p>the existence and present status of the said Flat/Building.</p> <ul style="list-style-type: none"> <li>• Before disbursal of the loan kindly cross verify Noc-cum-Mortgage Noting Letter issued by the society.</li> <li>• In View of the various fraudulent instants, it is noticed that the borrowers /guarantor present original title document alongwith the proposal, however at the time of creation of mortgage borrower/ guarantors deposit colour/ fabricated/forged title deeds.</li> </ul>
39.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	1] MR. PRASAD BALWANT MHASE, 2] MR. BALWANT B. MHASE AND 3] MRS. NANDA BALWANT MHASE

Dated 21<sup>st</sup> day of August, 2023 At Mumbai

  
SSP Legal  
(Partner)





**CERTIFICATE OF TITLE**

I have examined the copies of the title deed the which are 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 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 do not find anything adverse which would 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.
3. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), 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 mortgage/charges/encumbrances of as could be seen from the Encumbrance Certificate for the period from 1994 to 19/08/2023 pertaining to the Immovable Property covered by above said Title Deeds. The property is free from all encumbrances.
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... **Not Applicable.**



7. The Mortgage if created, will be available to the Bank for the Liability of 1] MR. PRASAD BALWANT MHASE, 2] MR. BALWANT B. MHASE AND 3] MRS. NANDA BALWANT MHASE.

8. We certify that, 1] MR. PRASAD BALWANT MHASE, 2] MR. BALWANT B. MHASE AND 3] MRS. NANDA BALWANT MHASE have the 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.

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

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

1.	31/07/2023	Agreement for sale dated 31/07/2023 (executed on stamp duty of Rs. 240000/- under the provision of Maharashtra Stamp Act, 1958 and duly registered with the Sub Registrar of Assurance under Sr. No. KRL-2/14396/2023, dated 31/07/2023) entered into between Smt. Sunita Shivram Parab as (Transferor) of the One Part and 1] MR. PRASAD BALWANT MHASE, 2] MR. BALWANT B. MHASE AND 3] MRS. NANDA BALWANT MHASE as (Transferees) of the Other Part.	Original
2.	26/07/2023	Challan dated 26/07/2023 for Rs. 240000/- & Rs. 30000/- issued by the Bank of Maharashtra towards the stamp duty and registration fees.	Original
3.	31/07/2023	Registration Receipt No. 15481 dated 31/07/2023 for Rs. 30600/- issued by Sub Registrar office at Kurla.	Original
4.	01/08/2023	Index II dated 01/08/2023 issued by Sub	Original



		Registrar's office at Kurla in respect of Agreement for Sale dated 31/07/2023.	
5.	16/06/1989	Sale Deed dated 16/06/1989 (Adjudicated under Case No. COSK / AMN / 4545 / 08) READWITH Declaration dated 11/02/2009 (duly registered with the Sub-Registrar's Office at Kurla under Sr. No. BDR-14/1167/2009) entered into between Smt. Saraswati Vithal Redkar as (Vendor) of the One Part and Mrs. Sunita Shivram Parab as (Purchaser) of the Other Part	Original
6.	21/02/2009	Registration receipt no. 1170 for Rs. 1820/- dated 21/02/2009 issued by sub-Registrar's Office at Kurla.	Original
7.	21/02/2009	Index II dated 21/02/2009 issued by Sub-Registrar's Office at Kurla in respect of Deed of Declaration dated 11/02/2009	Original
8.	27/05/1980	Allotment Letter dated 27/05/1980 issued by MHADA in favour of Smt. Saraswati Vithal Redkar	Original
9.	18/10/1989	Transfer letter dated 18/10/1989 bearing no. 4461 issued by MHADA in favour of Smt. Sunita Shivram Parab	Original
10.	01/01/1989	Share Certificate No. 062 containing distinctive share No. 306 to 310 issued by "Chintan Anandmay Co-op. Hsg. Soc. Limited" and now standing in the name of Smt. Saraswati Vithal Redkar.	Original
11.		No Objection Certificate issued by MHADA in respect of Flat No. 7374.	Original
12.		No Objection Certificate cum mortgage letter issued by Chintan Anandmay Co-op. Hsg. Soc. Limited in favour of State Bank of India in respect of Flat No. 7374.	Original



13.	Full Payment Receipt issued/to be issued by owners/holders towards the full/part payment made/to be made by the present owners herein.	Original
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**ADDITIONAL DOCUMENTS:**

- Transfer Letter issued by MHADA in favour of 1] MR. PRASAD BALWANT MHASE, 2] MR. BALWANT B. MHASE AND 3] MRS. NANDA BALWANT MHASE (as and when issued).
- Bank to obtain a Share Certificate from the borrower as and when issued.

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

**SCHEDULE OF THE PROPERTY**

**Flat No. 7374**, Admeasuring 225 Sq. Ft. (Carpet Area), on 2<sup>nd</sup> Floor, of the building No. 192 known as "Chintan Anandmay Co-operative Housing Society Ltd." situated at Kannamwar Nagar No. 2, Vikhroli, Mumbai 400083, situated at Land bearing C.T.S. Nos. 356/A of Village Hariyali, Taluka Kurla, within the Registration District and Sub-District of Mumbai Suburban District and within the Municipal Limits of Brihan Mumbai Municipal Corporation.

Dated 21<sup>st</sup> day August at, 2023 At Mumbai

  
SSP Legal  
(Partner)



**ANNEXURE - 1**

**FLOW OF TITLE**

1. The Bombay Housing & Area Development Board now known as Maharashtra Housing and Area Development Authority, having its office at Griha Nirman Bhavan, Bandra East, Mumbai - 400 051 (hereinafter referred to as "the Board") are the owners of certain landed property situate at Kannamwar Nagar, Vikhroli East, Mumbai - 400 083, situated on the land bearing C.T.S. No.356, Hissa No.113, of Village Vikhroli, Taluka Kurla, Mumbai Suburban District, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and that the said Board has constructed Buildings thereon including Building No. 192 consisting of self contained residential flats for sale of the same to the General Public of Mumbai on out right sale and on ownership basis with an ultimate view to form and register a Co-Operative Housing Society in respect of one or several buildings and to execute/grant lease of the said plot of land for a period of 99 years to the such registered Co-Operative Housing Societies, which are to be registered under the provisions of Maharashtra Co-Operative Societies Act, 1960.
2. It is observed that, Smt. Saraswati Vithal Redkar was original Tenant of Tenement No. 192/7374, Kannamwar Nagar, Vikroli (E), Bombay 400 083 (hereinafter referred to as the said Flat/Tenement) having acquired from MHADA by an Allotment Letter dated 27/05/1980, for a valuable consideration.
3. MHADA has also handed over possession of the said flat in favour of Smt. Saraswati Vithal Redkar its Possession Letter dated 05/06/1980.
4. Thereafter a Co-operative Housing Society has been formed and registered in respect of the said Building in the name and style of "Chintan Anandmay Co-operative Housing Society Ltd" (hereinafter called as "the said Society") bearing Registration No. BOM/HSG/7968 Year 1983 dated 19/01/1983 under the provisions of MCS Act, 1960 and that the said Society has admitted said Smt. Saraswati Vithal Redkar as its member and issued her 5 fully paid up shares of Rs.50/- each vide Share Certificate No. 062 containing distinctive shares No. 306 to 310 (hereinafter referred to as the said Shares) on 01/01/1989.



5. Thereafter by Sale Deed dated 16/06/1989 (Adjudicated under Case No. COSK / AMN / 4545 / 08) READWITH Declaration dated 11/02/2009 (duly registered with the Sub-Registrar's Office at Kurla under Sr. No. BDR-14/1167/2009) entered into between Smt. Saraswati Vithal Redkar as (Vendor) of the One Part and Mrs. Sunita Shivram Parab as (Purchaser) of the Other Part, the said vendor has sold, conveyed and transferred the said **Flat No. 7374**, Admeasuring 225 Sq. Ft. (Carpet Area), on 2<sup>nd</sup> Floor, of the building No. 192 known as "Chintan Anandmay Co-operative Housing Society Ltd." situated at Kannamwar Nagar No. 2, Vikhroli, Mumbai 400083 in favour of Purchaser and on the terms and conditions contained therein.
6. Index II dated 21/02/2009 issued by Sub-Registrar's Office at Kurla in respect of Deed of Declaration dated 11/02/2009
7. It is observed that, MHADA has issued Transfer letter dated 18/10/1989 bearing no. 4461 in favour of Smt. Sunita Shivram Parab in respect of Flat No. 7374.
8. Pursuant to the said Sale Deed, Society transferred the said Shares and Flat in favour of Mrs. Sunita Shivram Parab by making an endorsement on the reverse side of the said Share Certificate vide Transfer dated 10/09/2013.
9. It is observed from the Search Report submitted by our Search Clerk that, by an Indenture of Lease dated 22/06/2016 (duly registered with the Sub Registrar's of assurance under Sr. No. KRL-2-6613/2016 dated 28/06/2016) entered between Maharashtra Housing and Area Development Authority (Lessor) of the one part and Chintan Anandmay Co-operative Housing Society Ltd. (Society) of the other part, the said Lessor demise unto the use of Lessee/ Society abovesaid land admeasuring 947.66 sq. mtrs. bearing Survey No. 113, CTS No. 356-A together with building No. 192, for the lease period of Ninety Nine years, commencing from the 01/06/1993, on the terms and conditions contained therein and at or for the lease rent of Rs. 1920/-.
10. It is observed from the Search Report submitted by our Search Clerk that, by a Deed of Sale dated 22/06/2016 (duly registered with the Sub Registrar's of assurance under Sr. No. KRL-2-6614/2016 dated 28/06/2016) entered between Maharashtra Housing and Area Development Authority (Vendor) of



the one part and Chintan Anandmay Co-operative Housing Society Ltd. (Society) of the other part, the said MHADA convey and transfer the abovesaid building by way of sale and to grant the land underneath and appurtenant by way of lease the land admeasuring 947.66 sq. mtrs. bearing Survey No. 113, CTS No. 356-A together with building No. 192 to Society, on the term and condition contained therein.

11. Thereafter, by an Agreement for sale dated 31/07/2023 (executed on stamp duty of Rs. 240000/- under the provision of Maharashtra Stamp Act, 1958 and duly registered with the Sub Registrar of Assurance under Sr. No. KRL-2/14396/2023, dated 31/07/2023) entered into between Smt. Sunita Shivram Parab as (Transferor) of the One Part and 1] MR. PRASAD BALWANT MHASE, 2] MR. BALWANT B. MHASE AND 3] MRS. NANDA BALWANT MHASE as (Transferees) of the Other Part, the said Transferor has agreed to sell and Transferees have agreed to purchase the said **Flat No. 7374**, Admeasuring 225 Sq. Ft. (Carpet Area), on 2<sup>nd</sup> Floor, of the building No. 192 known as "Chintan Anandmay Co-operative Housing Society Ltd." situated at Kannamwar Nagar No. 2, Vikhroli, Mumbai 400083 (hereinafter referred to as the said Flat), for a consideration of Rs. 40,00,000/- and on the terms and conditions contained therein.
12. Index II dated 01/08/2023 issued by Sub Registrar's office at Kurla in respect of Agreement for Sale dated 31/07/2023.
13. As, No Objection Certificate issued by the society and MHADA for mortgage of the flat is not produced before us, in such circumstances bank is requested to obtain No Objection Certificate issued by the society and MHADA for mortgage of the property in favour of the State Bank of India as per bank's format.

Dated this 21<sup>st</sup> day of August, 2023 At Mumbai

  
SSP Legal  
(Partner)



# SEARCH REPORT

DATE:-19<sup>th</sup> August, 2023

To,  
S. S. P. Legal  
High Court Mumbai

**Sub:-Property being Tenement No. 7374, on 2<sup>nd</sup> Floor, admeasuring 225 sq. feet area Building No. 192 in the Building known as "Chintan Anandmay Co-Operative Housing Society Limited" Situated at bearing Survey No. 113 C.T.S. No. 356-A of Village Hariyali, Taluka Kurla & within the Registration District & Sub-District of Mumbai And Belonging To Mr. Prasad Balwant mhase, Mr. Balwant b. Mhase & Mrs. Nanda Balwant Mhase**

As per your instruction I have taken Search for the period of 1994 to 2023 (30 years) in the S.R.O. Bandra, Kurla -1 to 5 & enclosed here with bearing Search Receipt No. /2023, Dated:- / /2023

**SEARCH REPORT FROM 1994 TO 2023 (IN THE S. R. O. OF BANDRA & KURLA -1 to 5 (COMPUTER RECORD FROM 2002 TO 2023)**

**Search Report as per Available Record**

**SEARCH REPORT FROM 1994 TO 2023 (IN THE S. R. O. OF BANDRA)**

1994

- As per the Online Index II

2023

**SEARCH REPORT FROM 1995 TO 2001 (IN THE S. R. O. OF KURLA -1.**

1995

To}-Index ii Send for Re-index & some of the index ii send for binding

2001

**COMPUTER RECORD FROM 2002 TO 2023**



2002 -Mixed Pages Index  
2003 -Mixed Pages Index  
2004 -Mixed Pages Index  
2005 -Mixed Pages Index  
2006 -Mixed Pages Index  
2007 -Mixed Pages Index  
2008 -Mixed Pages Index

**2009 -Entry**

**ENTRY FOR THE YEAR 2009 AS PER MIXED PAGE INDEX**

**Deed of Declaration**

Agreement Value :-Rs. 50,000/-

Schedule:- **being Tenement No. 7374, on 2<sup>nd</sup> Floor**, admeasuring 270 sq. feet area, **Building No. 192** in the Building known as "**Chintan Anandmay Co-Operative Housing Society Limited**" Situated at bearing Survey No. 113 C.T.S. No. 356-A of **Village Hariyali**

Name of the Party : Sunita Shivram Parab

To

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Execution Date : 11/02/2009

Registration Date : 21/02/2009

Registration No : KRL-4/1167/2009

2010 -Mixed Pages Index  
2011 -Mixed Pages Index  
2012 -Mixed Pages Index  
2013 -Mixed Pages Index  
2014 -Mixed Pages Index  
2015 -Mixed Pages Index

**2016 -Entry**

**ENTRY FOR THE YEAR 2016 AS PER MIXED PAGE INDEX**

**Lease Deed**

Agreement Value :-Rs. 0/-

Schedule:- being admeasuring 947.66 sq. meters area, Building No. 192 in the Building known as "**Chintan Anandmay Co-Operative Housing Society Limited**" Situated at bearing Survey No. 113 C.T.S. No. 356-A of **Village Hariyali**

Name of the Party : Chintan Anandmay Co-Operative Housing Society

Limited

To

Maharashtra Housing and area Development

Execution Date : 22/06/2016

Registration Date : 28/06/2016

Registration No : KRL-2/6613/2016

**ENTRY FOR THE YEAR 2016 AS PER MIXED PAGE INDEX**

**Sale Deed**

Agreement Value :-Rs. 0/-

Schedule:- being admeasuring 947.66 sq. meters area, Building No. 192 in the Building known as "**Chintan Anandmay Co-Operative Housing Society Limited**" Situated at bearing Survey No. 113 C.T.S. No. 356-A of **Village Hariyali**

Name of the Party : Maharashtra Housing and area Development

To

Chintan Anandmay Co-Operative Housing Society  
Limited

Execution Date : 22/06/2016

Registration Date : 28/06/2016

Registration No : KRL-2/6614/2016

2017 -Mixed Pages Index

2018 -Mixed Pages Index

2019 -Mixed Pages Index

2020 -Mixed Pages Index

2021 -Mixed Pages Index

2022 -Mixed Pages Index

**2023 -Entry**

**ENTRY FOR THE YEAR 2023 AS PER MIXED PAGE INDEX**

**Agreement for Sale**

Agreement Value :-Rs. 40, 00,000/-

Schedule:- **being Tenement No. 7374, on 2<sup>nd</sup> Floor**, admeasuring 225 sq. feet area, **Building No. 192** in the Building known as "**Chintan Anandmay Co-Operative Housing Society Limited**" Situated at bearing Survey No. 113 C.T.S. No. 356-A of **Village Hariyali**

Name of the Party : Sunita Shivram Parab

To

Mr. Prasad Balwant mhase,

Mr. Balwant b. Mhase

Mrs. Nanda Balwant Mhase

Execution Date : 31/07/2023

Registration Date : 01/02/2023

Registration No : KRL-2/14396/2023

**Yours Truly**



**Search Clerk  
(R D Mhaske)**