



ADV. RACHANA MARWAL

B.Sc., MCA., L.L.B.

HP : +91 9594948247.

EMAIL : RACHANAMARWAL@HOTMAIL.COM

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, Industrial Finance Branch Mumbai
	b)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Letter dated 16.11.2023
	c)	Name of the Borrower.	M/S.ZIQITZA HEALTHCARE LIMITED
2.	a)	Type of Loan	---
	b)	Type of Property	Flat
3.	a)	Name of the unit/concern/ company/person offering the property/ (ies) as security.	SMT. CHANDRA HEMCHAND SACHETI
	b)	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Individual
	c)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower-Mortgager
4.	a)	Value of Loan (Rs. In crores)	---
5.		Complete or full description of the immovable property (ies) offered as security including the following details.	Flat no. 1803, of carpet area adm. 87 sq.mtr on 18th floor , A wing of the building known as Rustomjee Oriana, situated Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban
	a)	Survey No.	Survey no. 341, CTS no. 646 (part)
	b)	Door/House no. (in case of house property)	Flat no. 1803
	c)	Extent/ area including plinth/ built up area in	admeasuring 87 sq.mtr carpet



		case of house property	
	d)	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Village Bandra, Mumbai Suburban
6.	a)	Particulars of the documents scrutinized-serially and chronologically.	As per annexure I
	b)	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 be examined.	Mentioned below
7.	a)	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)	Certified Copy applied for
	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?	Online records are available from 2002 onwards
	b)	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes
	c)	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	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?	Bandra
	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
	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.	As per Ann. II, Search from 1994 to 2023
	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. 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)	Not Applicable
	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.		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 flats on leasehold land
		If Ownership Rights,	
	a)	Details of the Conveyance Documents	Permanent Accommodation Agreement dated 28.12.2017 executed between Model MIG Co-Op Hsg Soc Ltd the society , Keystone Realtors

		Private Limited as the Developer to Smt. Chandra Hemchand Sacheti , Mumbai Suburban registered doc serial no. BDR-18/316/2018
	b)	Whether the document is properly stamped. Yes
	c)	Whether the document is properly registered. Yes
		If Leasehold, whether; Yes
	a)	The Lease Deed is duly stamped and registered Lease Deed dated 10.08.2007 executed between MHADA of the One Part and Model MIG Co-Op Hsg Soc Ltd other part, registered doc serial no. BDR-1/7351/2007
	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
		If Govt. grant/ allotment/ Lease – cum / Sale Agreement /Occupancy / Inam Holder / Allotteeetc, whether; Not Applicable
	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
12.		Has the property been transferred by way of Gift/ Settlement Deed No
	a)	The Gift/ Settlement Deed is duly stamped and Not Applicable



		registered;	
	b)	The Gift/ Settlement Deed has been attested by to 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
13.		Has the property been transferred by way of partition/ family settlement deed	No
	a)	Whether the original deed is available for deposit. If not the modality / procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	b)	Whether mutation has been effected	Not Applicable
	c)	Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	d)	Whether the partition made is valid in law and the mortgagor has acquired a Mortgageable title thereon.	Not Applicable
	e)	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
	f)	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
14.		Whether the title documents include any testamentary documents /wills?	No
	a)	In case of wills, whether the will is registered	Not Applicable



		will or unregistered will?	
	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
		Any restriction in creation of chares on such properties?	Not Applicable
		Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
16.	a)	Where the property is a HUF/ Joint Family property?	No
	b)	Whether mortgage is created for family benefit/ legal necessity, Whether the Major Coparceners have no objection / join in execution, minor's share if any, rights of female members etc.	Not Applicable
	c)	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
17.	a)	Whether the property belongs to any trust or is subject to the rights of any trust?	No
	b)	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	c)	If YES, additional precautions/ permissions to be obtained for creation of valid mortgage?	Not Applicable

	d)	Requirements, if any for creation of mortgage as per the central/ state laws applicable to be trust in the matter.	Not Applicable
18.		Is the property an Agricultural Land	No
	a)	Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/ enforcement of mortgage?	Not Applicable
	b)	In case of agricultural property other relevant records/ documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	c)	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained?	Not Applicable
19.	a)	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation/ mortgage (viz. Agricultural Laws, weaker Sections, Minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	No
	b)	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
20.	a)	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b)	Whether any search/ enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry?	Not Applicable
21.	a)	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No litigation is 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 litigations/ attachment / security to court in respect of the property in question? In such case please comment on such seal/ marking?	No court seal or marking found on the documents submitted to me



22.	a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No
	b)	Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	c)	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not Applicable
23.	a)	Whether the property belongs to a Limited Company, check the Borrowing powers, 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
	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)? Yes / No.	Not Applicable
	b/4)	If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	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.	a)	Whether any POA is involved in the chain of title?	Yes, Copy of POA registered at serial no. BDR-2/4630/2006 executed in favour of Geeta Mondkar on behalf of Chandresh Dinesh Mehta dated 28.06.2006



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.	Yes
c)	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
d)	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
e)	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not Applicable
f)	<p>Whether the original POA is verified and the title investigation is done on the basis of original POA?</p> <p>Whether the POA is a registered one?</p> <p>Whether the POA is a special or general one?</p> <p>Whether the POA contains a specific authority for execution of title document in question?</p>	<p>Copy of POA registered at serial no. BDR-2/4630/2006 executed in favour of Geeta Mondkar on behalf of Chandresh Dinesh Mehta dated 28.06.2006 is verified</p> <p>a) The POA is Registered</p> <p>b) The POA is Power of Attorney</p> <p>c) The POA is executed for execution Sub- Registrar of Assurance , document</p>
g)	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?)	Declaration is annexed with registered Agreement
h)	Please comment on the genuineness of POA?	As the Agreement for Sale is



		registered hence it is considered that the POA is genuine
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.	If the property is a flat/apartment or residential/commercial complex	Flat
	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;	Construct & Sale
	d) Independent title verification of the Land and/or building in question;	Not Applicable
	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;	Not Available
	j) Occupancy Certificate/allotment letter/letter of possession;	Full Occupation Certificate no. CHE-WS/0009/H/337/NEW dated 07.11.2015 issued by Municipal Corporation of Greater
	k) Membership details in the Society etc.;	Yes
	l) Share Certificates;	Share Certificate no.39
	m) No Objection Letter from the Society;	Yes, NOC from Society
	n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Banks charge to be noted with the Society
	p) If the property is a vacant land and construction	Not applicable

		is yet to be made, approval of lay-out and other precautions, if any.	
	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? Y/N.	No
	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.	No
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.	We have caused search for period from 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?	Pl. Obtain Latest Municipal / Assessment, Tax Bill / receipt.
31.	a)	Urban land ceiling clearance, whether required and if so, details thereon.	No
	b)	Whether No Objection Certificate under the Income Tax Act is required/ obtained?	Undertaking to be obtained from the Mortgager that no proceeding are going on U/s 281 of IT Act
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?	Not Applicable
33.	a)	Whether the property offered as security is	Yes



		clearly demarcated?	
	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.	Yes
	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 submitted
36.	a)	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	b)	Property is SARFAESI compliant (Y/N)	Yes
37.	a)	Whether original title deeds are available for creation of equitable mortgage	Registered Mortgage
	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.	Original Title Deed is Available
38.		Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security.	Periodical visit from the Bank Officer and Banks charge to be noted with SRO & Society Kindly register your Registered Mortgage with CERSAI
39.		The specific persons who are required to create	SMT. CHANDRA



	mortgage/ to deposit documents creating mortgage.	HEMCHAND SACHETI
--	---	-------------------------

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

List of Documents

Sl. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate.
1.	28.12.2017	Permanent Alternate Accommodation Agreement dated 28.12.2017 executed between Model MIG Co-Op Hsg Soc Ltd the society , Keystone Realtors Private Limited as the Developer to Smt. Chandra Hemchand Sacheti , Mumbai Suburban registered doc serial no. BDR-18/316/2018	Photocopy	
2.	07.11.2015	Full Occupation Certificate no. CHE-WS/0009/H/337/NEW dated 07.11.2015 issued by Municipal Corporation of Greater	Photocopy	
3.	22.10.2014	Part Occupation Certificate no. CHE-WS/0009/H/337/NEW dated 22.10.2014 issued by Municipal Corporation of Greater	Photocopy	
4.	26.09.2017	Share Certificate no.39	Original	Original Share certificate is scrutinized
5.	30.03.2021	Leave and License Agreement dated 30.03.2021 executed between Smt. Chandra Hemchand Sacheti to Manoj Jain & Kshitij Jain for property , registered doc serial no. BDR-18/5075/2021	Photocopy	



Annexure II

Flow of Title

1. Whereas it is seen that After going through the document submitted to me & after obtaining search from sub registrar office it is seen that Model MIG Co-Op Hsg Soc Ltd the society is owner of property Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban
2. Whereas it is seen that Lease Deed dated 10.08.2007 executed between MHADA of the One Part and Model MIG Co-Op Hsg Soc Ltd for property Survey no. 341, CTS no. 646 (part) area 2540.98 sq.mtr. at Village Bandra , Mumbai Suburban, registered doc serial no. BDR-1/7351/2007
3. Whereas it is seen that Sale Deed dated 10.08.2007 MHADA of the One Part and Model MIG Co-Op Hsg Soc Ltd for property Survey no. 341, CTS no. 646 (part) area 2540.98 sq.mtr. at Village Bandra , Mumbai Suburban, registered doc serial no. BDR-1/7352/2007, beacem the owner of four building numbered "D-32" , "D-34" , "D-35" then constructed on land adm. 2540.98 sq.mtr., Village Bandra , Taluka Andheri, Mumbai Suburban
4. Whereas it is seen that Development Agreement dated 08.05.2008 executed between Model MIG Co-Op Hsg Soc Ltd to Resilience Realty Pvt Ltd subsequent to the execution of the Development Agreement dated 08.05.2008 , the MHADA amended its policy with regards to the development of its properties and issued a Notification no. TPD/4308/74/CR-11/2008/UD-11 dated 06.12.2008 , registered doc serial at no. BDR-1/4749/2008
5. Subsequent to the execution of the Development Agreement 8th May 2008 and Supplementary Development Agreement dated 1st December, 2009, the Parties have exchanged correspondence from time to time with respect to the development of the said Property recording the mutually agreed terms and conditions which has been ratified in the Special General Body Meetings of the said Society from time to time The Development Agreement dated 8th May 2008 and the said Supplementary Development Agreement dated 1st December 2009 along with the correspondences are hereinafter, collectively referred to as the said Development Agreements.
6. Hereinafter, buildings D-32, D-33, D-34, D-35 (since demolished) together with the said land lying underneath and appurtenant thereto, admeasuring 2540.98 sq. mtrs. together with the Recreation Ground admeasuring 1351.50 sq.mtrs. and the NTBNIB land admeasuring 947. 52 sq.mtrs. totally be referred to as the said property.
7. pursuant to the said Development Agreements, the society has retained a part of the carpet are while redeveloping the said property specified and clarified in the said development Agreements. The retained Area had been agreed to be distributed by the Society amongst its members in proportion to the respective carpet areas of their then existing flats and to be included in the aggregate area of the new flats in the new



buildings to be then constructed by the Developer for and on behalf of the society on the said property with a right and authority to the society to allocate such new flats to their existing members by way of a transparent process that is approved in the General Body Meeting of the society.

8. Whereas it is seen that Supplementary Development Agreement dated 01.12.2009 executed between Model MIG Co-Op Hsg Soc Ltd to Resilience Realty Pvt Ltd, registered doc serial at no. BDR-4/11045/2009
9. Whereas it is seen that Resilience Realty Pvt. Ltd has merged with its Parent Company , the Developer herein, vide order dated 28.11.2011 passed by the Hon'ble High Court, Bombay in Company Scheme Petition no. 728 of 2010 and filed with the Registrar of Companies on 26.02.2011 . The Parent Company vide letter dated 02.03.2011 informed the society that all that and liabilities of Resilience Realty Pvt Ltd under the Development Agreement dated 08.05.2008 and Supplementary Development Agreement dated 01.12.2009 and other ancillary document executed between the Society and Resilience Realty Pvt Ltd stand transferred to the Developers herein.
10. Whereas it is seen that Supplementary Lease Deed dated 24.11.2011 executed between MHADA to Model MIG Co-Op Hsg Soc Ltd , MHADA granted lease to the society , in respect of the balance portion of the said Property being the Recreation Ground adm. 1351.5 sq.mtr. or thereabout and the additional N.T.B.N.I.B. land adm. About 947.52 sq.mtr.
11. Whereas it is seen Part Occupation Certificate no. CHE-WS/0009/H/337/NEW dated 22.10.2014 issued by Municipal Corporation of Greater
12. Whereas it is seen that Full Occupation Certificate no. CHE-WS/0009/H/337/NEW dated 07.11.2015 issued by Municipal Corporation of Greater.
13. Whereas it seen that Mortgage Deed dated 14.09.2016 executed between Smt. Chandra Hemchand Sacheti to State Bank of India for property , Flat no. 1803, of carpet area adm. 87 sq.mtr on 18th floor , A wing of the building known as Rustomjee Oriana, situated Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban, registered doc serial no. Andheri-2/8239/2016
14. Whereas it is seen that Permanent Alternate Accommodation Agreement dated 28.12.2017 executed between Model MIG Co-Op Hsg Soc Ltd the society , Keystone Realtors Private Limited as the Developer to Smt. Chandra Hemchand Sacheti, for property Flat no. 1803, of carpet area adm. 87 sq.mtr on 18th floor , A wing of the building known as Rustomjee Oriana, situated Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban registered doc serial no. BDR-18/316/2018
15. Whereas it is seen that Share Certificate No. 39 dated 24.09.2017, consisting of 5 shares of 50/- each bearing distinctive numbers from 511 to 515 (both inclusive), consisting of 5 shares of 50/- each bearing distinctive numbers from 191 to 195 in the paid up share Capital of M/s. Model M.I.G. Co-Op Hsg Soc Ltd. the Society in the name of Smt. Chandra Hemchand Sacheti



16. Whereas it seen that Mortgage Deed dated 09.06.2021 executed between Smt. Chandra Hemchand Sacheti to State Bank of India for property , Flat no. 1803, of carpet area adm. 87 sq.mtr on 18th floor , A wing of the building known as Rustomjee Oriana, situated Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban, registered doc serial no. Andheri-3/6090/2021
17. Whereas it seen that Re-conveyance Deed dated 28.10.2022 executed between State Bank of India to Smt. Chandra Hemchand Sacheti for property , Flat no. 1803, of carpet area adm. 87 sq.mtr on 18th floor , A wing of the building known as Rustomjee Oriana, situated Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban, registered doc serial no. Andheri-3/15613/2022
18. Whereas it seen that Leave and License Agreement dated 30.03.2021 executed between Smt. Chandra Hemchand Sacheti to Manoj Jain & Kshitij Jain for property , Flat no. 1803, of carpet area adm. 87 sq.mtr on 18th floor , A wing of the building known as Rustomjee Oriana, situated Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban, registered doc serial no. BDR-18/5075/2021. The said leave and license agreement period is from to 01.04.2021 to 31.03.2024
19. We are of opinion that **SMT. CHANDRA HEMCHAND SACHETI** have /acquire/s valid, clear, legal, and marketable and free from encumbrance's etc. title to said Premises, and is/are entitled to create valid and enforceable Registered Mortgage in favour of Bank

Date : 28.11.2023
Place : THANE



Mrs. RACHANA MARWAL
ADVOCATE

CERTIFICATE OF TITLE

1. I have examined the Copies Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Registered** 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 **Registered** Mortgage is created, it will satisfy the requirements of creation of **Registered** Mortgage and I further certify that:
2. 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.
3. 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.
4. 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.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1994 to 2023 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances
6. 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 (Delete, whichever is inapplicable). **NOT APPLICABLE**
7. 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**



8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **M/S.ZIQITZA HEALTHCARE LIMITED**
9. I certify that **SMT. CHANDRA HEMCHAND SACHETI** has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
10. 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.	Original Permanent Alternate Accommodation Agreement dated 28.12.2017 executed between Model MIG Co-Op Hsg Soc Ltd the society , Keystone Realtors Private Limited as the Developer to Smt. Chandra Hemchand Sacheti , Mumbai Suburban registered doc serial no. BDR-18/316/2018, along with Index II & registration receipt
2.	Copy of Commencement certificate
3.	Original Share Certificate
4.	Copy of Occupancy Certificate
5.	Original NOC from Society for creating Registered Mortgage
6.	Copy of Latest Property tax paid receipt issued by Competent Authority
7.	Copy of Electricity Bill
8.	Copy of Maintenance Bill

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
12. It is certified that the property is SARFAESI compliant.

(SCHEDULE OF THE PROPERTY (IES))

Flat no. 1803, of carpet area adm. 87 sq.mtr on 18th floor , A wing of the building known as Rustomjee Oriana, situated Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban.

Date : 28.11.2023
Place : THANE


Mrs. RACHANA MARWAL
ADVOCATE

MH011443856202324E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
27 Nov 2023	Receipt	Receipt no.: 1113189078
	Name of the Applicant :	Rachana Marwal
	Details of property of which document has to be searched :	Dist :Mumbai Sub-urban District Village :Bandra S.No/CTS No/G.No. : 341
	Period of search :	From :2006 To :2023
	Received Fee :	450
The above mentioned Search fee has been credited to government vide GRN no :MH011443856202324E		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on ' gras.mahakosh.gov.in/challan/views/frmSearchChallanWithoutReg.php '.		



CHALLAN
MTR Form Number-6



GRN	MH011443856202324E	BARCODE			Date	25/11/2023-10:53:32		Form ID	
Department Inspector General Of Registration					Payer Details				
Search Fee					TAX ID / TAN (If Any)				
Type of Payment Other Items					PAN No.(If Applicable)				
Office Name PND1_JT DISTT REGISTRAR PUNE URBAN					Full Name		Rachana Marwal		
Location PUNE					Flat/Block No.				
Year 2023-2024 One Time					Premises/Building				
Account Head Details				Amount In Rs.	Road/Street				
0030072201 SEARCH FEE				450.00	Area/Locality				
					Town/City/District				
					PIN				
					Remarks (If Any)				
					Amount In		Four Hundred Fifty Rupees Only		
Total				450.00	Words				
Payment Details STATE BANK OF INDIA					FOR USE IN RECEIVING BANK				
Cheque-DD Details					Bank CIN	Ref. No.	00040572023112546370	IK0CNSBEM2	
Cheque/DD No.					Bank Date	RBI Date	25/11/2023-10:24:55	Not Verified with RBI	
Name of Bank					Bank-Branch		STATE BANK OF INDIA		
Name of Branch					Scroll No. , Date		Not Verified with Scroll		

Department ID : 544258614

Mobile No. : 9594948247

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

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करवयाच्या दस्तांसाठी लागू नाही.

MH011444024202324E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
27 Nov 2023	Receipt	Receipt no.: 1113189150
	Name of the Applicant :	Rachana Marwal
	Details of property of which document has to be searched :	Dist :Mumbai Sub-urban District Village :Bandra S.No/CTS No/G.No. : 646
	Period of search :	From :2013 To :2023
	Received Fee :	300
The above mentioned Search fee has been credited to government vide GRN no :MH011444024202324E		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on ' gras.mahakosh.gov.in/challan/views/frmSearchChallanWithoutReg.php '.		



CHALLAN
MTR Form Number-6



GRN	MH011444024202324E	BARCODE			Date	25/11/2023-10:59:32	Form ID	
Department Inspector General Of Registration				Payer Details				
Search Fee				TAX ID / TAN (If Any)				
Type of Payment Other Items				PAN No.(If Applicable)				
Office Name PND1_JT DISTT REGISTRAR PUNE URBAN				Full Name		Rachana Marwal		
Location PUNE								
Year 2023-2024 One Time				Flat/Block No.				
Account Head Details			Amount In Rs.	Premises/Building				
0030072201 SEARCH FEE			300.00	Road/Street				
				Area/Locality				
				Town/City/District				
				PIN				
				Remarks (If Any)				
				Amount In	Three Hundred Rupees Only			
Total			300.00	Words				
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	00040572023112546513	IK0CNSBKC8	
Cheque/DD No.			Bank Date	RBI Date	25/11/2023-11:24:04	Not Verified with RBI		
Name of Bank			Bank-Branch		STATE BANK OF INDIA			
Name of Branch			Scroll No. , Date		Not Verified with Scroll			

Department ID : 156115251

Mobile No. : 9594948247

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

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही.



☎ : +91 9594948247
✉: rachanamarwal@hotmail.com

ADV. RACHANA MARWAL
Shop No. FB 61, First Floor, High Street Mall,
Kapurbawadi, Thane (west) - 400607.

Date: 28.11.2023

SEARCH REPORT

To,
The Branch Manager
State Bank of India

Re:

Search Flat no. 1803, of carpet area adm. 87 sq.mtr on 18th floor , A wing of the building known as Rustomjee Oriana, situated Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban.

Purchaser: SMT. CHANDRA HEMCHAND SACHETI

Dear Sir,

Under your instructions I have taken search of the above property records in Sub-Registrar office at Mumbai Manual & Computer Record from 1994 to 2023 (30 years).

1994 to 2003 (10years) at Mumbai Manual Record

<u>Year</u>	<u>Mumbai</u>
1994	Index II Page torn

To

2003	Index II Page torn
------	--------------------

2004 to 2023 (20 years) at Mumbai Computer Record

<u>Year</u>	<u>Mumbai</u>
2004	Nil

To

2006	Nil
2007	<p>Lease Deed Rs. 80256/- , Market Value Rs. 1038000/- Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban, between MIDC to Model MIG Co-Op Hsg Soc Ltd, Exe. Date 10.08.2007 Reg. Date 14.08.2007 Doc. No. Andheri-1/7351/2007, stamp duty Rs. 34500/-, Reg Fees Rs. 10400/-</p> <p>Deed of Conveyance Rs. 875328/- , Market Value Rs. 876000/- Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban, between MIDC to Model MIG Co-Op Hsg Soc Ltd, Exe. Date 10.08.2007 Reg. Date 14.08.2007 Doc. No. Andheri-1/7352/2007, stamp duty Rs. 6400/-, Reg Fees Rs. 8760/-</p>
2008	<p>Development Agreement Rs. 390900000/- , Market Value Rs. 570254000/- Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban, between Model MIG Co-Op Hsg Soc Ltd to M/s. Resilience Realty Pvt. Ltd, Exe. Date 08.05.2008 Reg. Date 08.05.2008 Doc. No. Andheri-1/4749/2008, stamp duty Rs. 5702540/-, Reg Fees Rs. 30000/-</p>
2009	Nil
TO	
2015	Nil
2016	<p>Deed of Mortgage Rs. 625000000/- , Flat no. 1803, of carpet area adm. 87 sq.mtr on 18th floor , A wing of the building known as Rustomjee Oriana, situated Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban, between Smt. Chandra Hemchand Sacheti to State Bank of India , Exe. Date 14.09.2016 Reg. Date 14.09.2016 Doc. No. Andheri-2/8239/2016., stamp duty Rs. 1000000/-, Reg Fees Rs.30000/-</p>
2017	<p>Agreement Rs. 3305000/- , Flat no. 1803, of carpet area adm. 87 sq.mtr on 18th floor , A wing of the building known as Rustomjee Oriana, situated Survey no. 341, CTS no. 646 (part) at Village Bandra ,</p>

Mumbai Suburban, between Model MIG Co-Op Hsg Soc Ltd to Smt. Chandra Hemchand Sacheti (M/S.Ziqitza Healthcare Limited), Exe. Date 28.12.2017 Reg. Date 10.01.2018 Doc. No. Andheri-7/316/2008, stamp duty Rs. 171000/-, Reg Fees Rs. 30000/-

2018

Nil

To

2020

Nil

2021

Deed of Mortgage Rs. 5000000/- , Flat no. 1803, of carpet area adm. 87 sq.mtr on 18th floor , A wing of the building known as Rustomjee Oriana, situated Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban, between Smt. Chandra Hemchand Sacheti to State Bank of India , Exe. Date 09.06.2021 Reg. Date 09.06.2021 Doc. No. Andheri-3/6090/2021., stamp duty Rs. 15000/-, Reg Fees Rs.30000/-

2022

Re-conveyance, Flat no. 1803, of carpet area adm. 87 sq.mtr on 18th floor , A wing of the building known as Rustomjee Oriana, situated Survey no. 341, CTS no. 646 (part) at Village Bandra , Mumbai Suburban, between State Bank of India to Smt. Chandra Hemchand Sacheti, Exe. Date 28.10.2022 Reg. Date 28.10.2022 Doc. No. Andheri-3/15613/2022., stamp duty Rs. 500/-, Reg Fees Rs.100/-

2023

Nil (Index II is not ready)



Date : 28.11.2023

Place : THANE

**Mrs. RACHANA MARWAL
ADVOCATE**