



# SUBHASH MENON

Advocates & Notary

NOTARY

Ref: SM/BOI/RBC T/583/23-24

November 06, 2023

To,  
The Branch Head,  
M/s. Bank of India,  
RBC Thane,  
Thane.

Sirs,

Ref: Title Report on the Property of **Mrs. Vineeta Agarwal and Mr. Sunil Agarwal (Proposed Buyers)**, in respect of **Flat No. 23**, admg. 457.30 sq. ft. Carpet area (i.e. 42.48 sq. mtrs.), on 2<sup>nd</sup> Floor, in Building No. 05, **Kamdhenu**, in society known as **Ganga Co-operative Housing Society Limited**, constructed on land bearing Plot No. 2, CTS No. 88/3, 89, 90, 91, 92, 93, 94/4, 94/5, 95/6, 95/7, 95/8, 95/9, 95/10, 95/11 of Village Mulund, Taluka Kurla, in the registration district and sub-district of Mumbai Suburban.

We, on the basis of the title deeds forwarded to us pertaining to the aforesaid immovable property/ies and the other information submitted by you, we have conducted a detailed search and investigation and submit our report as under:

1.	Name(s) and address(es) of the Mortgagor(s) /Title holders(s):- <b>Mrs. Vineeta Agarwal and Mr. Sunil Agarwal (Proposed Buyers).</b> Add.: 5/23, Kamdhenu Building, Hari Om Nagar, Mulund East, Mumbai 400 081.			
1.	Title Deeds in Original/Copy seen by us and verified the documents of title as mentioned.			
	<b>Sr. No.</b>	<b>Nature of Document</b>	<b>Date of Documents</b>	<b>No. and Date of Registration in Revenue records</b>
	1.	MOU		Between <b>Mrs. Rohinee Sharma,</b> referred to as the "Seller" of the One Part AND <b>Mrs.</b>

					<b>Vineeta Agarwal and Mr. Sunil Agarwal (Proposed buyers),</b> referred to as the "Purchasers" of the Other Part, in respect of <b>Flat No. 23.</b>
	2.	<b>Agreement for Sale</b>	<b>21.11.2003</b>	<b>BDR-7-11610-2003 dated 09.12.2003</b>	Between <b>M/s. Kamdhenu Constructions,</b> referred to as the "Developers" of the One Part AND <b>Miss Rohinee Karmarkar,</b> referred to as the "Transferee" of the Other Part, in respect of <b>Flat No. 23.</b>
3.	Description of Immovable property/ies <b>Flat No. 23,</b> admg. 457.30 sq. ft. Carpet area (i.e. 42.48 sq. mtrs.), on 2 <sup>nd</sup> Floor, in Building No. 05, in society known as <b>Ganga Co-operative Housing Society Limited,</b> constructed on land bearing Plot No. 2, CTS No. 88/3, 89, 90, 91, 92, 93, 94/4, 94/5, 95/6, 95/7, 95/8, 95/9, 95/10, 95/11 of Village Mulund, Taluka Kurla, in the registration district and sub-district of Mumbai Suburban				
4.	Search in the Sub-Registrar's Office: i) <b>Location of Property/ies:</b> (Particulars of the district/Sub-district within which the property is located and the address of the registering officer – in case the property is situated in more than one sub-district/district, the particulars of all the concerned sub-districts / districts and address of the registering offices to be given) Land bearing Plot No. 2, CTS No. 88/3, 89, 90, 91, 92, 93, 94/4, 94/5, 95/6, 95/7, 95/8, 95/9, 95/10, 95/11 of Village Mulund, Taluka Kurla, in the registration district and sub-district of Mumbai Suburban On or towards the North : By land reserved for 13.40 M wide DP Road. On or towards the East :Partially by Recreation Ground and partially by land bearing CTS No. 100				

	<p>On or towards the South : by land bearing CTS No. 100 On or towards the West : By land reserved for 13.40 M wide DP Road (Source :)</p>
ii)	<p><b>Investigation, Flow/tracing of Title and Search:</b></p> <ol style="list-style-type: none"><li>1. It is observed that, by Diverse Deeds, documents and writings, including the <b>Deed of Partnership</b> dated <b>27.03.1986</b> and <b>Deed of Partnership</b> dated <b>21.09.1995</b>, M/s. Gautam Enterprises, a registered partnership firm (hereinafter referred to as <b>Gautam Enterprises</b>) had acquired rights to develop various pieces and parcels of land admg. about 1,21,986.90 sq. mtrs., situated at Village Mulund, Taluka Kurla, Mumbai Suburban District (the entire land). Portions of the entire land for public purpose including Development Plan Roads, B.E.S.T. Housing, recreation ground, playgrounds, municipal school, MSEB electric sub Station. (<b>said entire land</b>)</li><li>2. It is observed that, the Competent Authority appointed under Urban Land (Ceiling &amp; Regulation) Act, 1976 (ULCRA) had granted permission for joint development of the entire land.</li><li>3. It is observed that, as per the layout of the entire land sanctioned by the Municipal Corporation of Greater Mumbai under No. CE/483/BPES/LOI/8 dated 12.02.2001; the entire land was nationally divided into five plots being Plot Numbers 1 to 5. M/s. Gautam Enterprises developing a portion of the entire land comprising plot numbers 1, 3, 4 and 5 of the sanctioned layout plan in phased manner by constructing a complex named as "<b>Hari Om Nagar</b>" consisting of various buildings.</li><li>4. It is observed that, by an <b>Agreement</b> dated <b>26.06.1998</b> and <b>Supplementary Agreement</b> dated <b>27.10.2002</b>, M/s. Gautam Enterprises had granted to the <b>M/s. Kamdhenu Constructions (Developers)</b> irrevocable development rights in respect of a portion of the entire land being plot number 2 of the sanctioned layout plan i.e land bearing Plot No. 2, CTS No. 88/3, 89, 90, 91, 92, 93, 94/4, 94/5, 95/6, 95/7, 95/8, 95/9, 95/10, 95/11 of Village Mulund,</li></ol>

Taluka Kurla, in the registration district and sub-district of Mumbai Suburban (**said property**).

5. It is observed that, the **M/s. Kamdhenu Constructions** developed the said property in a phased manner by constructing a complex known as "**Kamdhenu**" consisting of multistoried buildings comprising flats, units and premises together with provision of parking spaces, open spaces, terraces etc., and other necessary amenities and facilities thereto in accordance with plans approved or to be approved or revised or amended from time to time by the Corporation, for the purpose of selling, leasing or otherwise transferring the same, or giving the same on license basis, to prospective purchasers, lessees, licensees and other transferees, as the case may be, on the terms and conditions as they may deem fit. The Developers by themselves or through or with their nominee/s or associate or group concern/s are entitled to and propose to acquire and/or develop contiguous, adjoining or adjacent lands and properties and enter into such arrangement or agreement as they may deem fit with the holders thereof and amalgamate such lands and properties with the said land and/or sub-divide the same and/or include the same in the scheme of development of the said complex in the manner they may deem fit. In view of the aforesaid reference to the said land and the said complex in this Agreement, shall be deemed to include the contiguous, adjacent and adjoining lands and properties and construction thereon wherever the context so permits or requires;
6. It is observed that, and accordingly obtained **Commencement Certificate** bearing No. **CE/4128/BPES/A T** dated **30.07.2002** issued by **MCGM** and commenced the construction of said building on the said property.
7. It is observed that, **Title Certificate** dated **22.07.2003** was issued by **Adv. Sanjeev H. Ahojja** in respect of afore said property.
8. It is observed that, a vide **Agreement for Sale** dated

**21.11.2003** executed between Palm Court Developers (a Division of **M/s. Kamdhenu Constructions**, therein referred as “**the Developers**” and **Miss Rohinee Karmarkar**, therein referred to as “**Purchaser**”, in respect of **Flat No. 23**, admg. 457.30 sq. ft. Carpet area (i.e. 42.48 sq. mtrs.), on 2<sup>nd</sup> Floor, in Building No. 05, constructed on land bearing Plot No. 2, CTS No. 88/3, 89, 90, 91, 92, 93, 94/4, 94/5, 95/6, 95/7, 95/8, 95/9, 95/10, 95/11 of Village Mulund, Taluka Kurla, in the registration district and sub-district of Mumbai Suburban.

9. It is observed that, the aforesaid Agreement duly got registered vide doc. No. **BDR-7-11610-2003 dated 09.12.2003.**

10. It is observed that, the Developers completed the construction of building on the said property and obtained **Full Occupation Certificate** bearing No. **CE/4128/BPES/AT** dated **28.12.2004** issued by **MCGM.**

***Notes: It is observed that CC and OC mentions about building M whereas agreement is silent on the same.***

11. It is observed that, the bonafide members of the said building formed a society and registered the same in the name and style of **Ganga Co-operative Housing Society Limited** under **Reg. No. MUM/W-T/HSG/TC/9333/2007-2008** dated **26.10.2007**, (said society)

12. It is observed that, the said society issued five Fully paid up Share of Rs. 50/- each under **Share Certificate No. 121** bearing distinctive nos. **601 to 605** both inclusive in the name of **Miss Rohinee Karmarkar on 26.10.2007.** (said shares)

13. It is observed that, by **Agreement for Sale to be** executed between **Mrs. Rohinee Sharma (Nee Miss Rohinee Karmarkar)**, referred to as the “Seller” of the One Part AND **Mrs. Vineeta Agarwal and Mr. Sunil Agarwal (Proposed buyers)**, referred to as the “Purchasers” of the Other Part, in respect of **Flat No. 23**, admg. 457.30 sq. ft.

	<p>Carpet area (i.e. 42.48 sq. mtrs.), on 2<sup>nd</sup> Floor, in Building No. 05, in society known as <b>Ganga Co-operative Housing Society Limited</b>, constructed on land bearing Plot No. 2, CTS No. 88/3, 89, 90, 91, 92, 93, 94/4, 94/5, 95/6, 95/7, 95/8, 95/9, 95/10, 95/11 of Village Mulund, Taluka Kurla, in the registration district and sub-district of Mumbai Suburban.</p> <p>14. The said <b>Agreement for Sale</b> is <b>to be</b> registered with the concerned SRO duly after paying the requisite stamp duty and registration Fee.</p> <p>iii) Confirm and state that the original title deeds submitted are the originals registered before the Registrar of Assurance: Verified the copies of the documents of title as mentioned hereinabove and found that the documents of title submitted are genuine, valid, not tampered, not fake and enforceable in the Court of Law.</p> <p>iv) Whether the property is ancestral and / or under joint ownership. If so, details of the co-parceners/karta and /or the owners. The respective shares should be incorporated specifically: <b>The present Property is not an ancestral and / or under joint ownership.</b></p> <p>v) Minor's interest if any: <b>No Minor's interest involved in the present property.</b> (Imp: Any minor's interest if involved in the property proposed to be mortgaged or any other claims. If minor's interest is involved, what precautions are to be taken to protect Bank's interest as a mortgagee to be stated? Please note that if the Property belongs to a minor, permission of competent Court is required to create the, mortgage of the property).</p> <p>vi) Documents pending for registration: <b>The Agreement for Sale is to be registered.</b> (Enquiry is to be made whether any document creating mortgage, charge or encumbrance is pending registration in the concerned Sub-Registrar's/Registrar's office are to be stated. If so, full details of such charge etc. of charge holder's should be specified).</p>
5.	Whether Urban Land (Ceiling and Regulation) Act 1976 is applicable in the State where the property is located. If applicable whether the

	<p>immovable property(ies) fall(s) within the purview of the Act, verification and investigation should be made under sections 26, 27 and 28 of the Act to ensure that mortgagor(s) has/have obtained necessary permission from the competent authority under the Act. Documentary evidence showing such permission is obtained has to be attached with the report:</p> <p><b>In the present case the property is not falling under ULC Act.</b></p>
6.	<p>Whether the property is acquired under Land Acquisition Act, 1894/2014 and applicability of other State Legislations:</p> <p><b>In the present case the property is not acquired under Land Acquisition Act.</b></p>
7.	<p>Leasehold immovable Property (Where land/building is leasehold, please verify the terms of lease, whether any permission/NOC from the lessors/competent authority is required for creation of mortgage of such leasehold property and advice the precautions to be taken while obtaining such property in mortgage):</p> <p><b>Freehold Property</b></p>
8.	<p><b>Investigation under Income Tax Act 1961, pending litigation related to property if any:</b> (Any permission of the concerned Assessing Officer under any of the provisions of I. T. Act is required for creating mortgage or any Certificate to be submitted to the Bank to show that no dues are outstanding to Income Tax Dept.) Not found during search in IGR Maharashtra. <b>It is usual practice that to take Affidavit from Mortgagor(s) instead of permission U/s. 281 of Income Tax Act, 1961.</b></p>
9.	<p>Investigation in regard to agricultural land:</p> <p><b>No Agricultural Land.</b> (Investigate and search the necessary records etc. with specific reference to the land if it is surplus, self-cultivated, if consolidation of holdings/acquisition proceedings etc. is in progress in the area, whether Government loan/any loan raised against the land and details about the charges/encumbrances may be specified, specifically with reference to the Agricultural Land Laws)</p>
10.	<p>The details of the certified copies of the revenue records obtained to confirm that no dues are outstanding by the Mortgagor</p> <p><b>Not applicable.</b></p>
11.	<p>Any other special enactment which is applicable to the property proposed to be mortgaged and affects the title</p> <p><b>Not applicable.</b></p>
12.	<p>If it is a property owned by the Company the additional safeguards like</p>

	<p>search before the Registrar of Companies to be obtained be stated: <b>Not Applicable</b></p>
13	<p>Whether the records of sub-registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system. If so, whether any verification or cross checking are made and the comments/ findings in this regard.</p> <p>The records of land and property to be mortgaged is available online through website for the period from 2002 and have verified the records available with the Sub-Registrar Office records available online and cross verified the entries and found that the documents of title submitted to the Bank and absolutely genuine, valid and enforceable in the Court of Law.</p>
14.	<p>In case of partition / family settlement deeds, whether the partition made is valid in law, whether the original deed is available for deposit, whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his/her/their share. The modality/ procedure to be followed to create a valid and enforceable mortgage. 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.</p> <p><b>Not Applicable</b></p>
15.	<p>Whether the property belongs to any trust or is subject to the rights of any trust? Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? Is there any bar under local laws for creation of mortgage? The additional precautions/ permissions to be obtained for creation of valid mortgage as per the respective state/central laws</p> <p><b>Not Applicable</b></p>
16	<p>In case of partnership firm, whether the property belongs to the firm and the partnership deed is properly registered. Whether the partners have authority to create mortgage for and on behalf of the firm</p> <p><b>Not applicable</b></p>
17	<p>If the property belongs to a Limited Company, Advocate to check the Borrowing powers, Board resolution, and authorization to create mortgage / execution of documents, registration of any prior charges with the Company Registrar (ROC), Memorandum of Association and Articles of Association etc. and submit details</p> <p><b>Not applicable</b></p>
18	<p>In case of Societies, Association, check the required authority/ power to borrow and whether the mortgage can be created as per their</p>



	constitutional documents and applicable laws, and the requisite resolutions, bye-laws etc. The additional precautions/ permissions to be obtained for creation of valid mortgage as per the respective state/central laws to be stated <b>Not applicable</b>	
19	If the property is a flat/ apartment or residential/ commercial complex, Advocate to <i>inter alia</i> check/verify a) Developers / Land owner's title to the land/ building; b) Development Agreement! Power of Attorney c) Independent title verification of the Land and/or building in question; d) Agreement for sale(duly registered); e) Payment of proper stamp duty; f) Approval of building plan, permission of appropriate/ local authority, etc.; g) conveyance in favour of Society/ Condominium concerned; h) Occupancy Certificate/ allotment letter/ letter of possession; i) membership details in the Society etc. j) Share Certificates k) No Objection Letter from the Society; l) All legal requirements under the local/ Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.; m) requirements for noting the Bank charges on the records of the Housing Society, etc. and comment.	
	a	Title to the land/ building; Freehold right on <b>Flat No. 23.</b>
	b	Development Agreement/ POA -
	c	Title verification of the Land <b>Title Certificate</b> dated <b>22.07.2003</b> was issued by <b>Adv. Sanjeev H. Ahooja.</b>
	d	Agreement for sale/sell <b>To be Registered</b>
	e	Stamp Duty <b>To be Paid</b>
	f	Building plan - approval/permission On record.
	g	Conveyance in favour of Society -
	h	Occupancy Certificate <b>Full Occupation Certificate</b> bearing No. <b>CE/4128/BPES/AT</b> dated <b>28.12.2004</b>
	i	Society & Membership <b>MUM/W-T/HSG/TC/9333/2007-2008</b> dated <b>26.10.2007</b>
	j	Share Certificate of the Society <b>Share Certificate No. 121</b> bearing distinctive nos. <b>601 to 605</b> dated <b>26.10.2007.</b>

	k	NOCs	<b>NOC &amp; Lien</b> confirmation from <b>Society</b> to mortgage the Flat in favour of Bank.
	l	Legal Requirements	Bank has to secure its loan by <b>Equitable Mortgage - by way of Deposit of Title Deed</b> , at concerned SRO and also with CERSAI within stipulated period.
	m	Noting of Charges of the Bank	Upon formation of the <b>Society</b> the Bank's lien to be registered with the Society and copy of confirmation to be kept on record.
20	Advocate also to check whether the name of Mortgagor is reflected as owner in the revenue/ Municipal/ Village records, whether the property offered as security is clearly demarcated in the title documents, whether the property has clear access as per documents? <b>Not applicable</b>		
21	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. <b>No Pending litigation found in search.</b>		
22	Whether the governing law, the constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and <b>additional precautions</b> , if any to be taken in such cases: <ol style="list-style-type: none"> <li>1. It is usual practice that to take Affidavit from Mortgagor instead of permission U/s. 281 of Income Tax Act, 1961.</li> <li>2. NOI &amp; CERSAI Registration etc., to be done within the stipulated time.</li> <li>3. The lien of the Bank to be noted with the Society and a copy of confirmation to be kept on record.</li> <li>4. Original Share Certificate, issued by the Society duly transferred in the name of the Mortgagor to be collected and kept on record</li> <li>5. It is advisable to obtain Standard Fire Insurance Policy &amp; Spl. Peril coverage with agreed Bank Clause for the entire loan tenure.</li> </ol>		

**CERTIFICATE**

We have examined the Title Deeds intended to be deposited relating to the aforesaid property/ies and offered as security by way of **Equitable Mortgage** and that the documents of title referred to in the Opinion are valid evidence of right, title and interest and that if the said **Equitable Mortgage** is created, it will satisfy the requirements of creation of **Equitable Mortgage**.

The information furnished in this report and will compare the copy of the title deed given to the me with the records/copy of it in the office of the Sub Registrar and has found both tallying with each other. We confirm having made search in the Land/Revenue records. We also confirm having verified and checked the available electronic records of the relevant Government Officers/Sub- Registrar(s) Officers(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office. We do riot find anything adverse which would prevent the Title holders from creating a valid Mortgage. The statements and other information given in the report are correct and true.


The following documents in original & copies have to be obtained from proposed Flat buyers/ Mortgagors for creation of valid mortgage:

1. Original **Agreement for Sale to be** executed between **Mrs. Rohinee Sharma (Nee Miss Rohinee Karmarkar)**, referred to as the “Seller” of the One Part AND **Mrs. Vineeta Agarwal and Mr. Sunil Agarwal (Proposed buyers)**, referred to as the “Purchasers” of the Other Part, in respect of **Flat No. 23**, admg. 457.30 sq. ft. Carpet area (i.e. 42.48 sq. mtrs.), on 2<sup>nd</sup> Floor, in Building No. 05, in society known as **Ganga Co-operative Housing Society Limited**, constructed on land bearing Plot No. 2, CTS No. 88/3, 89, 90, 91, 92, 93, 94/4, 94/5, 95/6, 95/7, 95/8, 95/9, 95/10, 95/11 of Village Mulund, Taluka Kurla, in the registration district and sub-district of Mumbai Suburban.
2. Original Registration Receipt of above said Registration.
3. Stamp Duty Paid Challan.
4. Index II of above registration.
5. Original Stamped Receipts for the Sales Consideration since paid
6. Original **Agreement for Sale** dated **21.11.2003** executed between Palm Court Developers (a Division of **M/s. Kamdhenu Constructions**, therein referred as “**the Developers**” and **Miss Rohinee Karmarkar**, therein referred to as “**Purchaser**”, in respect of **Flat No. 23**, admg. 457.30 sq. ft. Carpet area (i.e. 42.48 sq. mtrs.), on 2<sup>nd</sup> Floor, in Building No. 05, in society known as **Ganga Co-operative Housing Society Limited**, constructed on land bearing Plot No. 2, CTS No. 88/3, 89, 90, 91, 92, 93, 94/4, 94/5, 95/6, 95/7, 95/8, 95/9, 95/10, 95/11 of Village Mulund, Taluka Kurla, in the registration district and sub-district of Mumbai Suburban.
7. Original Registration Receipt bearing No. **BDR-7-11610-2003** dated **09.12.2003** of above said Registration.
8. Stamp Duty Paid Challan.

9. Index II of above registration.
10. Original Stamped Receipts for the Sales Consideration paid
11. Copy of Floor Plan with clear demarcation of **Flat No. 23.**
12. Original **Share Certificate No. 121** bearing distinctive nos. **601 to 605 dated 26.10.2007.**
13. Copy of **Title Certificate** dated **22.07.2003** was issued by **Adv. Sanjeev H. Ahooja.**
14. Copy of **Full Occupation Certificate** bearing No. **CE/4128/BPES/AT** dated **28.12.2004** issued by MCGM.
15. Original Lien/ No Lien Certificate & NOC from **Society**, to mortgage the **flat** in favour of Bank of India.
16. Latest Electricity Bill of **Flat No. 23.**
17. Latest Maintenance Bill of **Flat No. 23.**
18. A Declaration from the Mortgagor(s) – stating that (a) the above subject property mortgaged to the Bank is free from all encumbrances Owner(s)/Mortgagor(s),as they has/have not created any other encumbrances/charges of any other Bank or other person(s) in respect of the subject Property (b) the *lien* of the Bank will be noted in the Charge Register maintained by the Society and confirmation/ acknowledgement will be submitted to the Bank for safe custody and (c) Original Share Certificate, issued by the Society duly transferred in the name of the Mortgagor to be collected and kept on record.

We hereby return all the documents forwarded to us.



Yours truly,  
  
**Subhash Menon**  
Advocates & Notary