



VIJAY B. CHAVAN

ADVOCATE HIGH COURT

Office : 3, Sarang Building, Sitaram Jadhav Marg, Lower Parel (W), Mumbai - 400 013.
Email : advvijaychavan@rediffmail.com • Mobile : 9320749383, 8108780899

TO,

2nd NOVEMBER 2023

THE COSMOS CO-OPERATIVE BANK LTD,
Malad West

Mumbai.

- SUBJECT:** Search and title report for Industrial Gala bearing no. A-106, situated on First Floor, admeasuring 72.6 Square Meters built up in the building known as "Shreepal Industrial Estate Co- operative Society Ltd.," along with five fully paid up shares of 50/-each of the said society, constructed on pieces or parcels of lands or grounds bearing plot no. 41 from survey no. 30, 31 & 35 of revenue Village-Navghar, Within Jurisdiction of Vasai-Virar City Municipal Corporation, Taluka-Vasai, Dist-Palghar (Formerly known as dist-Thane), Within the limits of Sub-Registrar of Assurances at Vasai, owned by Mrs. Reshma Ramesh Dhuri and Mr. Ramesh Narayan Dhuri.
- Name Of The Branch** : Malad West
- Name Of The Owner** : Mrs. Reshma Ramesh Dhuri and Mr. Ramesh Narayan Dhuri.
- Documents Seen** : **YES as mentioned below.**

I have perused the following documents for the purposes of furnishing this legal opinion:

Sr. No.	Description of document	Execution date	Document no.
1	Agreement for Sale between M/s Shreepal Builders, and Smt. Damyantiben Harsh Trivedi.	24 th June 1986,	
2	Agreement for Sale between Smt. Damyantiben Harish Trivedi, as "The Vendor/Transferor and	14 th August 1993,	3187/1995,



	Mr. Omprakash Pannalal Khosla as "The Purchaser/Transferee		
3	Affidavit Mr. Deepak omprakash khosla (Son) and Mr. Vikram omprakash khosla (Son), the last remaining heirs and legal representatives of the said deceased, Mr. Omprakash Pannalal Khosla	22 nd February 2006	
4	Agreement for sale between Mrs. Primla Omprakash KHosla as the transferor and Mrs. Reshma Ramesh Dhuri and Mr. Ramesh Narayan Dhuri as the Purchaser, registration receipt and index II extract.	6 th March 2018	vsi1/2135/2018

5. DESCRIPTION OF PROPERTY/ PROPERTIES/ NATURE OF TITLE

1.	Name of the owner/ Mortgagor	Mrs. Reshma Ramesh Dhuri and Mr. Ramesh Narayan Dhuri
2.	Extent of area	Industrial Gala bearing no. A-106, situated on First Floor, admeasuring 72.6 Square Meters built up in the building known as "Shreepal Industrial Estate Co-operative Society Ltd.,"
3.	Survey no/Gat No./CTS No.	plot no. 41 from survey no. 30, 31 & 35
4.	Is property leasehold/freehold/Govt. grant etc.	Free hold
5.	Nature of property	Residential
6.	Location	of revenue Village-Navghar, Within Jurisdiction of Vasai-Virar City Municipal Corporation, Taluka-Vasai, Dist-Palghat (Formerly

		known as dist-Thane), Within the limits of Sub-Registrar of Assurances at Vasai,
7.	Boundaries on or towards for the Plot/Room	Not provided
8.	Confirmed the boundaries of the Room/plot as per approved plan and as per title deed.	Not provided

6. TRACE OF TITLE/ HISTORY OF PASSING OF TITLE DETAILS OF ANTECEDENT TITLE DEEDS:

It appears that, Shreepal Industrial Estate building has been constructed by one M/s Shreepal Builders, a partnership firm, having their office at Saket Shopping Centre, Station Road, Goregaon (West), Mumbai, Pin-400 062 and by an agreement for sale dated 24 June 1986 made and executed by & between the said M/s. Shreepal Builders therein called as "The Builders on the one part and one Smt. Damyantiben Harish Trivedi therein called as "The Purchasers" on the other part and by the said Agreement for Sale dated 24th June 1986, the said Smt. Damyantiben Harsh Trivedi has purchased the said Industrial gala (no A/106) alongwith one more Industrial gala bearing no B-101, situated on First Floor, having total area admeasuring 145.20 square meters built up in the same building (hereinafter jointly & collectively referred to as the said "Two Industrial galas") from the said builders, Shreepal Industrial Estate at & for the consideration and on the terms & conditions set out therein and became the absolute owner of the said two Industrial galas without interruptions anybody else.

It appears that, by Agreement for Sale dated 14/08/1993, Smt. Damyantiben Harish Trivedi, as "The Vendor/Transferor transferred and conveyed the right, title and interest in respect of the said two industrial galas to Mr. Omprakash Pannalal Khosla as "The Purchaser/Transferee for the consideration and on the terms & conditions set out therein and the said agreement for sale dated 14/08/1993 is duly registered with the help of deed of declaration dated 07/07/1995 in the office of Sub-Registrar of Assurances mumbai under the serial no. 3187/1995, on 20/07/1995 and



the said Mr. Omprakash Pannalal Khosla had become absolute owner of the said two industrial galas.

It appears that, Mr. Omprakash Pannalal Khosla expired intestate on 09/06/1998 leaving behind him his following heirs and next of kin as per the Hindu Succession Act, 1956 applicable to the said deceased under which he was governed at the time of his death.

- (1) Smt. Primla omprakash khosla (Widow & Transferor herein),
- (2) Mr. Deepak omprakash khosla (Son)
- (3) Mr. Vikram omprakash khosla (Son),

The aforesaid heirs and legal representatives of the said deceased were jointly entitled with respect to the said deceased's rights, title and interest in the said two Industrial galas.

It appears that, by virtue of affidavit dated 22/02/2006 Mr. Deepak omprakash khosla (Son) and Mr. Vikram omprakash khosla (Son), the last remaining heirs and legal representatives of the said deceased, Mr. Omprakash Pannalal Khosla have relinquishes, released and forever discharged their respective claim, right, interest upon the said two industrial galas in favour of their mother, Smt. Primla omprakash khosla.

It appears that, by Agreement for sale dated 6th March 2018 Mrs. Primla Omprakash KHosla as the transferor transferred and conveyed the right, title and interest in respect of the Industrial gala bearing no. A-106, situated on First Floor, admeasuring 72.6 Square Meters built up in the building known as "Shreepal Industrial Estate Co- operative Society Ltd.," along with five fully paid up shares of 50/-each of the said society, constructed on pieces or parcels of lands or grounds bearing plot no. 41 from survey no. 30, 31 & 35 of revenue Village-Navghar, Within Jurisdiction of Vasai-Virar City Municipal Corporation, Taluka-Vasai, Dist-Palghar (Formerly known as dist-Thane), Within the limits of Sub-Registrar of Assurances at Vasai, (hereinafter referred to as "THE SAID INDUSTRIAL GALA") in favour of as the Purchaser for the price and on the terms and conditions mentioned therein,

the said Agreement for sale duly registered under serial NO. vsi1/2135/2018 ON 6th March 2018.

It appears that, said "Shreepal Industrial Estate Co- operative Society Ltd.," is a registered society in which the said Industrial gala is situated, duly registered under the provision of the Maharashtra Co-operative Societies Act, 1960, Vide registration no. TNA/VSI/GNL/(0)/1062/2005-2006, dated 19/10/2005, Which is hereinafter for the sake of brevity referred to as "THE SAID SOCIETY'."

It appears that, Shreepal Industrial Estate Co-operative society Ltd. and also holding five paid up shares of 50/- each of the aggregate value of 250/ (Rupees Two Hundred and Fifty Only) bearing distinctive numbers from 131 to 135 (both inclusive) under the share certificate no. 27 issued by the said society in respect of the ownership of the said two Industrial galas, hereinafter for the sake of brevity's referred to as "THE SAID SHARES."

That the search taken in the office of sub registrar at Palghar from 1994 to 2023 appears that, there is an encumbrance in respect of the said flat. The said search report is enclosed herewith.

A. DETAILED INFORMATION ABOUT PROPERTY TO BE MORTGAGED:

Details	Remark of counsel
1. Whether the documents of title given raise any doubts or suspicion	No
2. Are all the original title deeds available with the mortgagor; if not, the reasons for non-availability of the same; in case the properties are mortgaged to some other entity, is the original title deed lying with such entry, have the certified true copy of any/ all of the title deeds and lodgment receipt +	I have been provided with photocopies of all the documents as mentioned above therefore I suggest to take on record the Original documents more particularly mentioned in clause 25.



acknowledgement letter from registrar for the same.	
3. Whether any of the property intended to be given by way of mortgage is subject to any minor's or any other claims? if yes, state whether requisite permission from the concerned court has been obtained and produced or to be obtained?	No
4. Whether the property proposed to be mortgaged is subject to the provisions contained under any special enactment/local laws. State implications of such enactment on the charge proposed to be created?	No
5. Whether property to be mortgaged is coming under any restrictions on transfer and whether required permission/consent as per terms of grant/allotment etc. obtained	No restrictions for transfer .
6. Whether provisions of urban ceiling act are applicable? if applicable whether permission obtained.	No
7. Whether the user land has converted under land revenue law? whether N.A. Permission/Change of user	Yes

permission
8. Whether
document
for
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9.

permission is obtained/ 8. Whether required documents are available for creating valid equitable mortgage?	Yes
9. What is the tenure of land? (in case of Lease Property) and whether necessary consent permission of lessor obtained.	N.A.
10. Whether the land is adiwasi (tribal) Land?	No
11. Whether the land/property is owned by HUF? if yes then what precautions to be taken by the Bank while accepting property owned by HUF?	No
12. Is land/property subject to any reservations/acquisitions/reservations?	No
13. Whether plans for constructions are sanctioned?	Not provided called upon to comply clause 25
14. Whether commencement certificate issued?	Not provided called for comply clause 25.
15. Whether the project is registered under RERA? and registration certificate is obtained on record	N.A.
16. Whether completion certificate is obtained?(applicable to property which is of ready possession/resale)	Called upon to comply clause 25.
17. Whether there are any restrictions from	No



corporation such as "education Zone", "Green Zone" etc.?	
18. Is the land taken on lease from state industrial development corporation? If yes whether tripartite agreement executed?	NO
19. Whether there are any prior encumbrances. If yes details thereof?	No
20. Evidence of possession, findings on documents and revenue records, details of property tax, land revenue, society maintenance charges or any other statutory dues paid up to date or payable.	Property tax paid receipt Maintenance paid receipt
21. In case of companies/societies/association/trust whether.	--
a. Memorandum/bye-laws of the society/association authorized to offer its property as security.	N.A
b. Requisite resolutions have been duly passed by the company/society/association permitting mortgage of the properties in favor of the Bank.	NOC to Mortgage shall be taken from the Society
c. Such resolution sets out the names of the persons who are authorized to create charge over the properties.	N.A.
d. In case of public charitable	Not applicable

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trust whether permission of charity commissioner for borrowing and mortgaging trust property is obtained and conditions stipulated if any.	
22. In case of devolution of property by a will/succession.	Not applicable
A. Whether probate of will/succession certificate / letter of administration obtained? details thereof	Not applicable
B. If probate/ succession certificate / letters of administration not obtained, then how the mortgagor proposes to prove the title?	Not applicable
C. The safeguards suggested to ensure title to the property offered as security.	No
23. a. whether title deeds perused are in conformity with the search taken? b. whether the registered title deeds are in conformity with the scanned copies of the same or IGR site?	Yes Confirmed Index II with the IGR Maharashtra.
24. whether the chain of title is complete without any missing links	Yes
25. Whether any other documents to be obtained/compliances to be made so as to create valid mortgage.	List of documents to be obtained: 1. Original Agreement for Sale dated 24 th June 1986, between M/s Shreepal Builders, and

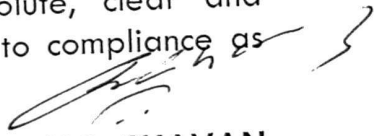


	<p>Smt. Damyantiben Harsh Trivedi.</p> <ol style="list-style-type: none"> 2. Original Agreement for Sale dated 14th August 1993 1993, between Smt. Damyantiben Harish Trivedi, as "The Vendor/Transferor and Mr. Omprakash Pannalal Khosla as "The Purchaser/Transferee. 3. Original Affidavit dated 22/02/2006 Mr. Deepak omprakash khosla (Son) and Mr. Vikram omprakash khosla (Son). 4. Original Agreement for sale dated 6th March 2018 between Mrs. Primla Omprakash KHosla as the transferor and Mrs. Reshma Ramesh Dhuri and Mr. Ramesh Narayan Dhuri as the Purchaser, registration receipt and index II extract. 5. Original Affidavit of non-encumbrance. 6. Original NOC to mortgage issued by the Society. 7. Photocopy of Maintenance paid receipt. 8. Photocopy of Property tax paid receipt. 9. Original no due certificate and release letter issued by the Vijaya Bank. 10. Original Valuation report. 11. Photocopy of occupation certificate.
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	12. Photocopy of approved sanctioned plan issued by the corporation.
26. a. whether any charge on subject property is found on CERSAI portal? b. if Yes, its Details.	Not Found

CERTIFICATE OF TITLE AND NO ENCUMBRANCE

I have examined Photocopy of title deeds relating to Industrial Gala bearing no. A-106, situated on First Floor, admeasuring 72.6 Square Meters built up in the building known as "Shreepal Industrial Estate Co- operative Society Ltd.," along with five fully paid up shares of 50/-each of the said society, constructed on pieces or parcels of lands or grounds bearing plot no. 41 from survey no. 30, 31 & 35 of revenue Village-Navghar, Within Jurisdiction of Vasai-Virar City Municipal Corporation, Taluka-Vasai, Dist-Palghar (Formerly known as dist-Thane), Within the limits of Sub-Registrar of Assurances at Vasai, and records of Rights for last 30 years vide search Receipt GRN No. MH010274311202324P, I certify that Mrs. Reshma Ramesh Dhuri and Mr. Ramesh Narayan Dhuri have an absolute, clear and marketable title over the property shown above, subject to compliance as suggested under paragraph No 25.


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Office : 3, Sarang Building, Sitaram Jadhav Marg, Lower Parel (W), Mumbai - 400 013.
Date : 2nd NOVEMBER 2023.
Email : advvijaychavan@rediffmail.com • Mobile : 9320749383, 8108780899

ADVOCATE

To,
The Manager,
Cosmos Bank,
Malad west Branch, Mumbai.

Ref: Gala bearing no. A-106, First Floor, area admeasuring 72.6 square meters built up in the building known as "Shreepal Industrial Estate Co-operative Society Ltd.," along with five fully paid up shares of 50/- each of the said society, constructed on pieces or parcel of lands or grounds bearing plot no. 41 from survey no. 30, 31 & 35 of revenue Village-Navghar, Within Jurisdiction of Vasai-Virar City Municipal Corporation, Taluka-Vasai, Dist.-Palghar (Formerly known as dist.-Thane), Within the limits of Sub-Registrar of Assurances at Vasai.

Dear Sir,

As per your instruction, I have carried out an independent search in respect of official website IGR MAHARASHTRA in respect of Sub Registrar's Offices Palghar district for the period from 1994 to 2023 (30 Years) respectively.

While taking the search, I have found following documents Registered / Index II therein (please see the pages attached herein).

Search at the Sub Registrar Office of Assurance at District Palghar, for the period from 1994 to 2023:-

1994	Nil / TORNED
1995	Nil/ TORNED
1996	Nil/TORNED
1997	Nil / TORNED
1998	Nil/ TORNED
1999	Nil / TORNED
2000	Nil / TORNED
2001	Nil/ TORNED
2002	Nil/TORNED
2003	Nil
2004	Nil
2005	Nil



Date of execution
Date of Document
2017

2006	Nil
2007	Nil
2008	Nil
2009	Nil
2010	Nil
2011	Nil
2012	Nil
2013	Nil
2014	Nil
2015	Nil
2016	Nil
2017	Transaction

Schedule of property: , इतर माहिती: गाव मौजे नवघर येथील सर्वे नं. 30 पैकी,31 पैकी,35 पैकी,प्लॉट नं.39,40,41,इंडस्ट्रियल गाळा नं. ए-106,पहिला मजला,न्यू श्रीपाल इंडस्ट्रियल इस्टेट प्रिमायसेस को.ऑ.सोसायटी लि. क्षेत्र 875 चौ.फूट विल्ट अप

36-अ-लिह अँड लायसन्सेस: {"श्री.विक्रम ओम प्रकाश खोसला--"}**And** {"श्री. सेल्विन जॉन डीमॉन्टे--"}

Date of execution of document: 24th January 2017,

Date of registration: 25th January 2017,

Document No.: Vasai-1/773/2017.

2018 Transaction

Schedule of property: , इतर माहिती शहरी वि क्र :5. गाव मौजे नवघर,तावसई .,जि .नं .पालघर येथील स . 30,31,35,प्लॉट नं .41 या जमीन मिळकती वरील इंडस्ट्रीयल गाळा नं/ए .106,पहिला मजला,श्रीपाल इंडस्ट्रीयल इस्टेट को .ऑप .सोसायटी लि,क्षेत्र 72.6 चौमीटर विल्ट अप ह्या मिळकतीचा करारनामा दस्त..

Agreement for sale between: {"श्रीमती प्रिम्ला ओमप्रकाश खोसला"--"}**And** {"सौ .रेश्मा रमेश धुरी--","श्रीरमेश . "--नारायण धुरी}

Date of execution of document: 6th March 2018,

Date of registration: 6th March 2018,

Document No.: Vasai-1/2135/2018.

2018 Transaction

Schedule of property: , इतर माहिती: गाव मौजे नवघर,ता. वसई जि. पालघर येथील स. नं. 30,31,35,प्लॉट नं. 41,या जमीन मिळकती वरील इंडस्ट्रीयल गाळा नं. ए-106,पहिला मजला,श्रीपाल इंडस्ट्रीयल इस्टेट को.ऑप. हौ.सोसा. लि.,क्षेत्र 72.6 चौ.मीटर विल्ट अप ही मिळकत

Mortgage between: {"सौ. रेश्मा रमेश धुरी--","श्री. रमेश नारायण धुरी--"}**And** {"विजया बँक तर्फे वरिष्ठ शाखा प्रबंधक श्री. पंकज वजरंग सुरेका--"}

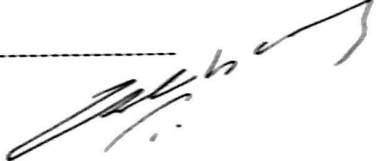
VIJAY B. CHAVAN
ADVOCATE HIGH COURT

Date of execution of document: 12th April 2018,

Date of registration: 12th April 2018,
Document No.: Vasai-1/3738/2018.

2019	Nil
2020	Nil
2021	Nil
2022	Nil
2023	Nil

Note: This report is subject to mutilated records and torn pages.


VIJAY B. CHAVAN
ADVOCATE HIGH COURT

CHALLAN
MTR Form Number-6



10507275202324P		BARCODE	Date 02/11/2023-18:29:05		Form ID
Inspector General Of Registration			Payer Details		
Search Fee			TAX ID / TAN (If Any)		
Other Items			PAN No.(If Applicable)		
Office Name VSI1_VASAI NO 1 SUB REGISTRAR			Full Name Mrs Reshma Ramesh Dhuri		
Location PALGHAR			Flat/Block No.		
Year 2023-2024 One Time			Premises/Building		
Account Head Details		Amount In Rs.	Road/Street		
0030072201 SEARCH FEE		300.00	Area/Locality		
			Town/City/District		
			PIN		
			Remarks (If Any)		
			Gala No 106 Shreepal Industrial Estate CHS Navghar Survey No 30		
			Search From 1994 To 2005		
			Amount In Three Hundred Rupees Only		
Total		300.00	Words		
Payment Details SBIEPAY PAYMENT GATEWAY			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	Ref. No.	10000502023110207083 5824319752632
Cheque/DD No.			Bank Date	RBI Date	02/11/2023-18:29:22 Not Verified with RBI
Name of Bank			Bank-Branch SBIEPAY PAYMENT GATEWAY		
Name of Branch			Scroll No. , Date Not Verified with Scroll		

Department ID :

Mobile No. : 9320749383

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.