

C. R. Raisinghani
M.A., LL.B.

K. C. Raisinghani
B.Com., LL.B.

B. T. Gwalani
B.Com., LL.B.

R. K. Raisinghani
Bsc., LL.B.

444

CHC

6951/11/281



C. R. Raisinghani & Associates

ADVOCATES & LEGAL CONSULTANTS

ADVOCATES HIGH COURT

OFFICE & CORRES. ADD. : 7 & 8, 1st Floor, Ratan Shopping Centre, Hira Marriage Hall, Near Gujrati School, Ulhasnagar - 421 002.
Tel : Off - 0251-2712082 Mob : 9890478189 E-mail : kamleshraisinghani@yahoo.co.in / raisinghaniandassociates@gmail.com

REF.NO./CRR/AKS/TCC/1217/19

DATE:-27/6/2019

BILL OF COST

STATE BANK OF INDIA, RACPC,
RANCHI MAIN BRANCH,
RANCHI-834 001

MR. AJAY KUMAR SINGH

Professional fees for Issuing
Search Report & Title Clearance Certificate
Including Search Expenses in respect of Property

“Flat No. 503, On 5th Floor, Admeasuring Area 651.22 Sq. Fts. (Carpet Area), in the
Project known as “ORCHID RESIDENCES”, at Village Oshiwara, Off. Link Road,
Andheri (West)-400 053, Taluka Andheri, Mumbai Suburban District.”
Professional fees for Issuing

.... Rs. 4,000=00

Total

Rs. 4,000=00

(RUPEES FOUR THOUSAND ONLY)

For C.R. Raisinghani & Associates



{K. C. RAISINGHANI}
ADVOCATE HIGH COURT
BANK'S ADVOCATE

Kindly credit the amount to saving SBI A/c. No.10931289635, Ulhasnagar Branch,
IFSC Code:-sbin0001202,
PAN No. AAZPR8677H

C. R. Raisinghani
M.A., LL.B.

K. C. Raisinghani
B.Com., LL.B.

B. T. Gwalani
B.Com., LL.B.

R. K. Raisinghani
Bsc., LL.B.



C. R. Raisinghani & Associates

ADVOCATES & LEGAL CONSULTANTS

ADVOCATES HIGH COURT

OFFICE & CORRES. ADD. : 7 & 8, 1st Floor, Ratan Shopping Centre, Hira Marriage Hall, Near Gujrati School, Ulhasnagar - 421 002.
Tel : Off - 0251-2712082 Mob : 9890478189 E-mail : kamlेशraisinghani@yahoo.co.in / raisinghaniandassociates@gmail.com

REF.NO./CRR/AKS/TCC/1217/19

DATE:-27/6/2019

To,
The Chief Manager,
State Bank of India,
RACPC Ranchi Main Branch,
Building, 2nd Floor,
Near Court Compound,
Ranchi-834001.

Dear Sir,

**TITLE INVESTIGATION REPORT IN RESPECT OF THE PROPERTY
PURCHASED BY MR. AJAY KUMAR SINGH (BORROWER).**

Sub: Under your instructions and advise for preparing the Title Verification and Search Report for the property "Flat No. 503, On 5th Floor, Admeasuring Area 651.22 Sq. Fts. (Carpet Area), in the Project known as "ORCHID RESIDENCES", at Village Oshiwara, Off. Link Road, Andheri (West)-400 053, Taluka Andheri, Mumbai Suburban District.", to be Mortgaged by MR. AJAY KUMAR SINGH, for securing the financial assistance from State Bank of India, RACPC, Ranchi Main Branch, Ranchi. I, Shri K. C. Raisinghani OF C.R Raisinghani & Associates, the undersigned resident of Ulhasnagar having office at 7, First Floor, Ratan Shopping Centre, Hira Marriage Hall, Ulhasnagar-2, Telephone No. 0251-2712082, M- 9890478189 have to submit my report as under:-

ANNEXURE - B

SEARCH REPORT CUM TITLE CLEARANCE CERTIFICATE

1.	a) Name of the Branch/Business Unit/Office seeking opinion.	State Bank of India, RACPC, Ranchi Main Branch, Ranchi.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Nil.
	c) Name of the Borrower.	MR. AJAY KUMAR SINGH.
2.	a) Name of the unit/concern / company/ person offering the property (ies) as security.	MR. AJAY KUMAR SINGH.
	b) Constitution of the unit/concern/ person/ body / authority offering the property for creation of charge.	Person.





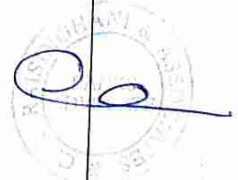

PAGE#3

4. a) Particulars of the documents scrutinized serially and chronologically.

b) Name of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.

Note : Only original or certified extracts from the registering/land/revenue / other authorities be examined.

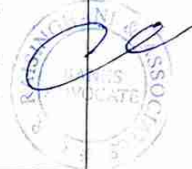
Sr. No	Date	Name / Nature of the Document	Original/ Certified Extract/ Photocopy	Whether the original was scrutinized
1	7/5/1981	Decree dated 7/5/1981 passed in suit no.698/81 in favour of Krushnakant J. Choksi and three others V/s. Veera Land Development Corporation, Oshiwara Land Development Company Pvt. Ltd. and J. K. Sayani by High Court of Judicature at Bombay, in respect of the said property.	Photocopy	N.A.
2	20/7/2006	Gift Deed dated 20/7/2006 executed by SHRI KRUSHNAKANT JAYANTILAL CHOKSI (Donor) and SHRI VIJAY JAYANTILAL CHOKSI (Donee) regarding transfer of 25% undivided share in the right title and intrest in respect of the said property. The said deed is duly registered with the office of sub-registrar, Andheri-4 bearing registration no.05522/2006 dated 20/7/2006.	Photocopy	N.A.
3	24/7/2006	Gift Deed dated 24/7/2006 executed by SHRI KAUSHIK JAYANTILAL CHOKSI (Donor) and SHRI UPENDRA JAYANTILAL CHOKSI and SHRI VIJAY JAYANTILAL CHOKSI (Donee) regarding	Photocopy	N.A.



	e) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	MR. AJAY KUMAR SINGH (BORROWER).
3.	Complete or full description of the immoveable property (ies) offered as security including the following details.	
	(a) Survey No.	Land bearing Plot No.B-51 Admeasuring Area 862.12 Sq. Mtrs. bearing CTS No.666-A, at Village Oshiwara.
	(b) Door / House No. [in case of house property]	"Flat No. 503, On 5 th Floor, Admeasuring Area 651.22 Sq. Fts. (Carpet Area), in the Project known as "ORCHID RESIDENCES", at Village Oshiwara, Off. Link Road, Andheri (West)-400 053, Taluka Andheri, Mumbai Suburban District."
	(c) Extent / area including plinth / built up area in case of house property.	Admeasuring Area 651.22 Sq. Fts. (Carpet Area).
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries	At Village Oshiwara, Takuka Andheri, Dist. Mumbai Suburban, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, within the local limits of Municipal Corporation of Greater Mumbai, State Maharashtra." and The said property is bounded as under: On or towards the South : Existing Road 13 40 ft. On or towards the North : By land bearing CTS no.664 On or towards the East : By land bearing CTS no.667 On or towards the West : By land bearing CTS no.645.



PAGE # 4				
			transfer of 25% undivided share in the right title and intrest in respect of the said property in respect of the said property. The said deed is duly registered with the office of sub-registrar, Andheri-4 bearing registration no.05575/2006.	
4	26/5/2008	Extract of Property Card dated 26/5/2008 issued by Land Revenue & Records Office, Andheri, in favour of Shri Upendra J. Choksi and SHRI VIJAY JAYANTILAL CHOKSI (Land Owners) , in respect of the said property.	Photocopy	N.A.
5	29/5/2008	Conveyance Deed dated 29/5/2008 executed between SHRI UPENDRA JAYANTILAL CHOKSI (Vendor) and SHRI VIJAY JAYANTILAL CHOKSI (Purchaser) in respect of the said property. The said deed is duly registered with the office of sub-registrar, Andheri-2, Mumbai Suburban District, bearing registration no.04539/2008.	Photocopy	N.A.
6	17/10/2008	Extract of Property Card dated 17/10/2008 issued by Land Revenue Records & Office, Andheri, in favour of Vijay Jayantilal Choksi (Land Owner) , in respect of the said property,	Photocopy	N.A.
7	2/2/2010	Conveyance Deed dated 2/2/2010 executed between VIJAY JAYANTILAL CHOKSI (Vendor) and M/s. H. K. PUJARA BUILDERS through its Partner MR. PARESH HARSHADRAI PUJARA (Purchasers) , in respect of the said property. The said deed is duly registered with the office of sub-registrar, Andheri-2, Mumba Suburban District, bearing registration no.1124/2010.	Photocopy	N.A.







PAGE # 5				
8	2/2/2010	Irrevocable Power of Attorney dated 2/2/2010 executed by VIJAY JAYANTILAL CHOKSI in favour of MR. PARESH HARSHADRAI PUJARA and OTHER in respect of the said property. The said power of attorney is duly registered with the office of sub-registrar, Andheri-2, Mumbai Suburban District, bearing registration no.1125/2010.	Photocopy	N.A.
9	19/5/2010	I.O.D. Certificate issued by the Executive Engineer (Building Proposals), (W.S.), K/East/West Wards, Municipal Corporation of Greater Mumbai bearing no. CHE/WS/0068/K/337(NEW) dated 19/5/2010, regarding construction of the building, in respect of the said property.	Photocopy	N.A.
10	9/6/2010 and further extended on 18/6/2015	Building Commencement Certificate issued by the Executive Engineer (Building Proposals), Western Suburban, Municipal Corporation of Greater Mumbai, bearing no.CHE/WS/0068/K/337(NEW) dated 9/6/2010 and further extended on 18/6/2015, regarding construction of the building on the abovesaid property.	Photocopy	N.A.
11	3/2/2014	N.A. Permission issued by Collector, Mumbai Suburban District, bearing no.C/Desk-3C/NAP/SRA-2228 dated 3/2/2014, regarding non-agricultural of the said property.	Photocopy	N.A.
12	20/12/2014	Corrigendum Order issued by Collector, Mumbai Suburban District, bearing no. C/Desk-3C/NAP/SRA-2228 dated 20/12/2014, regarding non-agricultural of the said property.	Photocopy	N.A.
13	30/9/2016	Deed of Retirement Cum Re-Constitution dated 30/9/2016 executed between the Partners of M/s. H. K. PUJARA BUILDERS , the said deed is duly notarised.	Photocopy	N.A.

14	21/7/2017	Extract of Property Card dated 21/7/2017 issued by Land Revenue & Records Office, Andheri, in favour of M/s. H. K. Pujara Builders (Land Owners) , in respect of the said property.	Photocopy	N.A.
15	18/7/2017	Title Certificate dated 18/7/2017 issued by Satish Mishra & Company, Advocate High Court, in respect of the said property.	Photocopy	N.A.
16	18/12/2017	Building Completion Certificate and Full Occupancy Certificate issued by the Executive Engineer (Building Propsals), K/W Ward, Municipal Corporation of Greater Mumbai, vide permission no. CHE/WS/0068 K/337(NEW) dated 18/12/2017, regarding completion of construction of the building and permission for occupancy of the same on the abovesaid property.	Photocopy	N.A.
17	18/12/2017	Building Occupancy Plans duly approved by Executive Engineer (Building Propsals), K/W Ward, Municipal Corporation of Greater Mumbai, vide permission no. CHE/WS/0068/K/337(NEW) dated 18/12/2017, regarding completion of building on the abovesaid property.	Photocopy	N.A.
18	9/8/2017	Certificate dated 9/8/2017 issued by Authorised Officer, Maharashtra Real Estate Regulatory Authority, bearing Registration No. P51800004540 , in respect of Project " ORCHID RESIDENCES " being registered under the RERA.	Photocopy	N.A.



PAGE#8					
	23	20/6/2019	Sale Deed dated 20/6/2019 executed between M/s. H. K. PUJARA BUILDERS through its Partner MR. PARESH H. PUJARA and admitted for registration before Sub-Registrar through his C.A. MR. KAUSHIK THADESHWAR (Developer) and MR. AJAY KUMAR SINGH (Purchasers), in respect of the above said flat. The said Sale Deed is duly registered with the Office of Sub-Registrar Andheri-6, Mumbai Suburban District, bearing Registration No. 6589/2019.	Photocopy	N.A.
	24	20/6/2019	Receipt No. 6905 dated 20/6/2019 bearing Registration No. BDR-17-6589-2019 issued by office of the Sub-Registrar, Andheri-6, in favour of MR. AJAY KUMAR SINGH, regarding registration of the Sale Deed in respect of the above said flat.	Photocopy	N.A.
5	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.]		No Instructions Hence not obtained.		
5a	i) 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?		No.		



		PAGE#9
5b	ii) where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)	Not Applicable.
6	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 available records are verified.
	b) If such online / computer records are available, whether any verification or cross checking are made and the comments / findings in this regard.	No.
	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.
7	a) Property offered as security falls within the jurisdiction of which sub-registrar office ?	Office of Sub Registrar, Andheri-6.
	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 ?	No.
	c) Whether search has been made at all the offices named at (b) above ?	No.
	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.
8	Chain of the 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. And 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].

Ans. The flow of the title is as under :

WHEREAS One M/s. Byramjee Jijibhai Pvt, Ltd, was absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land bearing CTS No.666 of Village Oshiwara admeasuring 907.8 sq.mtrs or thereabouts (said plot).

AND WHEREAS one M/s. New Swastik Land Development Corporation had other rights in the said plot and Krishnakant Jayantilal Choksi, Upendra Jayantilal Choksi (said Choksis) were by diverse means in possession of the said plot.

AND WHEREAS in pursuance of a Consent Decree passed on 7/5/1981 in High Court Suit No.698 of 1981 filed by the said Choksis against M/s. Veera Land Development Corporation, Oshiwara Development Company Pvt, Ltd, and J.K. Sayani the Decree passed on 7/5/1981 **did operate as a Conveyance of the said plot in favour of the said Choksis** without any further act, deed or document and accordingly by a Consent Decree-cum-Sale Deed duly registered under sr.no.1319 dated 16/4/1983 M/s. Byramjee Jijibhai Pvt, Ltd, and M/s. New Swastik Land Development Corporation sold and conveyd the said plot unto and in favour of the said Choksis as per the terms and conditions cosntained in the said Deed and as such, the property registered card came to be transferred in the names of thesaid Choksis as the owners of the said plot.

AND WHEREAS the said Choksis constructed a structure admeasuring 98.34 sq. mtrs built-up on the said plot (said structure).

AND WHEREAS the said plot and the said structure constructed thereon are collectively the 'said property'.

AND WHEREAS by a Gift Deed dated 20/7/2006 and duly registered with the Jt. Sub-registrar, Andheri No.IV under sr.no.BDR15/5522 of 2006 executed between Krishnakant Jayantilal Choksi as the 'Donor' of the one part and Vijay Jayantilal Choksi as the "Donee" of the other part Krishnakant Jayantilal Choksi being the Donor gifted his 25% undivided share, right, title and interest in the said property unto and in favour of Vijay Jayantilal Choksi being the Donee.

AND WHEREAS by another Gift Deed dated 24/7/2006 and duly registered with the Jt. Sub-registrar, Andheri-IV under sr.no.BDR15/5575 of 2006 executed between Kaushik Jayantilal Choksi as the Donor of the One Part and Vijay Jayantilal Choksi and Upendra Jayantilal Choksi as the Donees of the other part, Kaushik Jayantilal Choksi being the Donor out of his 25% undivided share, right, title and interest in the said property gifted 16.67% to Vijay Jayantilal Choksi and 8.33% to Upendra Jayantilal Choksi, being the Donees.



AND WHEREAS in the aforesaid circumstances, Vijay Jayantilal Choksi became entitled to 66.67% undivided share, right, title and interest in the said property and Upendra Jayantilal Choksi became entitled to 33.33% undivided share, right, title and interest in the said property. Accordingly the undivided share, right, title and interest of Vijay Jayantilal Choksi in the said property has been mutated in the property registered Card showing two-third holder thereof.

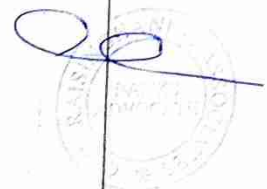
AND WHEREAS under a Conveyance Deed made and executed at Mumbai on 29th May 2008 and duly registered with the sub-registrar, Andheri-3 under sr.no.BDR-4/4539/2008 on 29//2008 between Upendra Jayantilal Choksi as the vendor of the one part and Vijay Jayantilal Choksi as the purchaser of the other part and out of the 33.33% undivided share, right, title and interest in the said property gifted 8.33% in favour of the Vijay Jayantilal Choksi and also conveyed his remaining 25% undivided share, right, title and interest for the consideration and on the terms and conditions and covenants therein contained.

AND WHEREAS by virtue of the diverse deeds and documents made and executed between the said Choksis interse, Vijay Jayantilal Choksi became absolutely entitled to the right, title and interest in the said property to the exclusion of others.

AND WHEREAS by a Deed of Conveyance executed at Mumbai on 2/2/2010 made between Vijay Jayantilal Choksi as the Vendor of the one part and the owners **M/s. H. K. PUJARA BUILDERS** as 'the purchaser' of the other part, the former sold, conveyed, transferred and assured unto and in favour of the owners **M/s. H. K. PUJARA BUILDERS** the said property for the consideration and on the terms, conditions and covenants therein contained. The aforesaid Deed of Conveyance is duly registered under sr.no.BDR-4/1124/2010 on 2/2/2010. We have verified the original Deed of Conveyance dated 2/2/2010.

AND WHEREAS pursuant to the Deed of Conveyance dated 2/2/2010 Vijay Jayantilal Choksi also executed a Power of Attorney of even date in favour of the nominees of the owners viz. (1) Mr. Paresh H. Pujara and 2) Mr. Abhiraj Pujara and conferred upon them various powers and authorities for getting the said property transferred in the name of the owners in Revenue Records. The aforesaid power of attorney is duly registered under serial no.BDR-4/1125/2010 on 2/2/2010.

AND WHEREAS the plans for development of the said property have been approved by the Municipal Corporation of Greater Mumbai vided I.O.D. dated 19/5/2010 under No. CHE/ WS/ 0068/K/337 (NEW) and issued Commencement Certificate on 9/6/2010 in respect thereof which commencement certificate has been revalidated from time to time.

A handwritten signature in blue ink is written over a circular stamp. The stamp contains text that is partially obscured but appears to be an official seal or registration mark.



PAGE#12

AND WHEREAS pursuant to the permission granted by the Chief Engineer (Development Plan) Brihanmumbai Mahanagarpalika under No. CHE/ 2916/ DPWS/ H&K on 7/11/2011 the Executive Engineer (Development Plan) (WS) H&K allowed permissible user in Residential Zone (R) except for commercial and shopping user of the said property as per D.C. Reg.No.57(4)(C) of D.C. Regulations 1991 and as per modification sanctioned vide Notification no.TPB-4304/2770/CR-312/04/UD-11 dated 14/5/2007 to Regulation 56 & 57 of D.C. Regulations, 1991 subject to the terms and conditions stated therein, that is, (i) NOC from Addl, Collector and C.A., U.L.(C & R) for Greater Mumbai, be obtained (ii) on Affidavit-cum-Indemnity Bond be subhmitted to the office of the Executive Engineer, Building Proposals, MCGM before approval of building plans, stating that no industry existed on the plot at any time in the past and hence the question of labour does not arise and (iii) the licence issued by K/W Ward of storage of gas cylinders to be surrendered to K/W Ward.

AND WHEREAS on the owners **M/s. H. K. PUJARA BUILDERS** fulfilling the conditions contained in the letter dated 7/11/2011 received from the Executive Engineer (Development Plan) (WS) H&K the Collector, MSD vide letter 13/3/2013 communicated the proposed sub-division of the said property subject to acquiring 45.61 sq.mtrs as Amenity Space by MCGM.

AND WHEREAS the City Survey Office issued two separate Property Registered Cards that is 'A' and 'B', A-showing area of the property as 862.19 sq. mtrs. H.K. Pujara Builders as Holder and B-showing area of 45.61 sq. mtrs. Amenity Space (H.K. Pujara Builders), MCGM as the holder thereof.

AND WHEREAS N.A. Permission is issued by Collector, Mumbai Suburban District, bearing no.C/Desk-3C/NAP/SPA-2228 dated 3/2/2014, regarding non-agricultural of the said property.

AND WHEREAS Corrigendum Order is issued by Collector, Mumbai Suburban District, bearing no. C/Desk-3C/NAP/SPA-2228 dated 20/12/2014, regarding non-agricultural of the said property.

AND WHEREAS Deed of Retirement Cum Re-Constitution dated 30/9/2016 is executed between the Partners of **M/s. H. K. PUJARA BUILDERS**, the said deed is duly notarised.

AND WHEREAS Certificate dated 9/8/2017 is issued by Authorised Officer, Maharashtra Real Estate Regulatory Authority, bearing Registration No. **P51800004540**, in respect of Project "**ORCHID RESIDENCES**" being registered under the RERA

AND WHEREAS Building Completion Certificate and full occupancy certificate is issued by the Executive Engineer (Building Proposals), K/W Ward, Municipal Corporation of Greater Mumbai, vide permission no. CHE/WS/0068/K/337(NEW) dated 18/12/2017, regarding completion of construction of the building and permission for occupancy of the same on the abovesaid property.



AND WHEREAS Building Occupancy Plans are duly approved by Executive Engineer (Building Proposals), K/W Ward, Municipal Corporation of Greater Mumbai, vide permission no. CHE/WS/0068/K/337(NEW) dated 18/12/2017, regarding completion construction work "Project known as "ORCHID RESIDENCES" Comprising of A, B, and C Wings (Each Consisting Stilt + 1st to 11th Floors + 12 Floors (P)), at Village Oshiwara, Off. Link Road, Andheri (West)-400 053, Taluka Andheri, Mumbai Suburban District."

AND WHEREAS Sale Deed dated 20/6/2019 is executed between M/s. H. K. PUJARA BUILDERS through its Partner MR. PARESH H. PUJARA and admitted for registration before Sub-Registrar through his C.A. MR. KAUSHIK THADESHWAR (Developer) and MR. AJAY KUMAR SINGH (Purchasers), in respect of the above said flat. The said Sale Deed is duly registered with the Office of Sub-Registrar Andheri-6, Mumbai Suburban District, bearing Registration No. 6589/2019.

AND WHEREAS M/s. H. K. PUJARA BUILDERS are the authorized and lawful developers of the above said property and the abovementioned agreements, deeds and power of attorney are valid, subsisting, enforceable in law and binding upon the parties.

	Nature of Title of the interest Mortgagor over the property [whether full ownership rights, Leasehold Rights, Occupancy / Possessory Rights or Inam Holder or Govt. Grantee/ Allottee, etc.]	Absolute ownership.
10	If leasehold, whether,	No.
	a) Lease Deed is duly stamped and registered.	Not Applicable.
	b) 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.
11	If Govt. grant / allotment / Lease-cum/Sale Agreement, whether :	No.




		PAGE#14
	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) Whether 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	If occupancy right, whether	No.
	a) such right is heritable and transferable,	Not Applicable.
	b) Mortgage can be created	Not Applicable.
13	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.
14	If the property has been transferred by way of Gift / Settlement Deed whether :	Yes.
	a) The Gift / Settlement Deed is duly stamped and registered;	Yes
	b) The Gift / Settlement Deed has been attested by two witnesses;	Yes
	c) The Gift / Settlement Deed transfers the property to Donee;	Yes



		PAGE # 15
	d) Whether the Donee has accepted the gift by signing the Gift / Settlement Deed or by a separated writing or by implication or by actions.	Yes
	e) Whether there is any restriction on the Donor in executing the gift / settlement deed in question.	No.
	f) Whether the Donee is in possession of the gifted property;	Yes
	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.	No
	h) Any other aspect affecting the validity of the title passed through the gift / settlement deed.	No
15	a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not Applicable.
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable.
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable.
	d) 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.
	e) 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.
16	Whether the title documents include any testamentary documents / wills ?	No.
	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 court ?	Not Applicable.





		PAGE # 16
	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 ? [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 reply on the will, availability of Mother / Original title deeds are to be explained.]	Not Applicable.
17	a) Whether the property is subject o any wakf rights ?	Not Applicable.
	b) Whether the property belongs to church / temple or any religious / other institutions having any restriction in creation of charges on such properties ?	Not Applicable.
	c) Precautions / permissions, if any in respect of the above cases for creation of mortgage ?	Not Applicable.
18	a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection / join in execution, minor's share if any, rights of female members, etc.	Not Applicable.
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases ?	Not Applicable.
19	a) Whether the property belongs to any trust or is subject to the rights of any trust ?	Not Applicable.
	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 so additional precautions/ permissions to be obtained for creation of valid mortgage?	Not Applicable. 



		PAGE # 17
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable.
20	a) If the property is Agricultural land, whether the local laws permits, 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.	N. A. Permission has been obtained in respect of the above said property.
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environment Clearance, etc.)	Not Applicable.
22	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.	No.
23	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded ?	No.
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement ?	No.
	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.	No.





		PAGE # 18
24	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not Applicable.
	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.
25	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage / execution of documents. Registration of any prior charges with the Company Registrar (ROC), Articles of Association/ Provision for common seal, etc.	Not Applicable.
25 b	i) 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.
	ii) 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.
	iii) Whether the above search of charge reveals any prior charges/encumbrances, on the property(proposed to be mortgaged) created by the vendor company (seller)? Yes/No.	Not Applicable.
	iv) If the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied? Yes/No.	Not Applicable.
26	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.



		PAGE # 19
27	a) Whether any POA is involved in the chain of title ?	No
	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.	Not Applicable.
	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).	Yes the power of attorney is executed by the partners of the firm in favour of their authroised representative to register the agreement for sale and the same is legally proper.
	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.	Verified copy of Power of attorney
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA:	No.
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA ?	Not Applicable.
	ii. Whether the POA is registered one ?	Not Applicable.
	iii. Whether the POA is a special or general one ?	Not Applicable.
	iv. Whether the POA contains a specific authority for execution of title documents in question.	Not Applicable.
	f) 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.



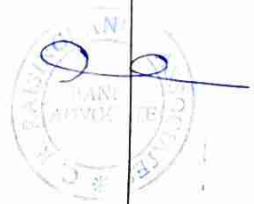


		PAGE # 20
	g) Please comment on the genuineness of POA ?	Not Applicable.
	h) The unequivocal opinion on the enforceability and validity of the POA ?	Not Applicable.
28	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed / stamped/authenticated in terms of the Law of the place where it is executed.	Not Applicable.
29	<p>If the property is a flat / apartment or residential / commercial complex, check and comment on the following :</p> <ul style="list-style-type: none">a. Promoter's / Land owner's title to the land / building.b. Development Agreement / Power of Attorney.c. Extent of authority of the Developer/ Builder.d. Independent title verification of the land and/or building in question.e. Agreement for sale (duly registered).f. Payment of proper stamp duty.g. Requirement of registration of sale agreement, development agreement, POA, etc.h. Approval of building plan, permission of appropriate/ local authority, etc.i. Conveyance in favour of Society / Condominium concerned.j. Occupancy certificate / allotment letter / letter of possession;k. Membership details in the Society, etc.l. Share Certificates;m. No Objection letter from the society.n. All legal requirements under the local / Municipal laws, regarding ownership of flats / apartments/ building Regulation, Development Control Regulations, Co-operative Societies Laws, etc.	<p>The necessary papers and documents viz. Decree, Gift Deed, Extract of Property Card, Conveyance Deed, Irrevocable Power of Attorney, I.O.D. Certificate, Building Commencement Certificate, N.A. Permission, Corrigendum Order, Deed of Retirement Cum Re-Constitution, Building Completion Certificate and full Occupancy Certificate, Building Occupancy Plans, RERA Certificate, Affidavit Cum Declaration, Sale Deed and Title of Land Owner have been verified. I have also verified and examined the copy of Sale Deed dated 20/6/2019 and other papers and documents of the property and the said Sale Deed dated 20/6/2019 is duly stamped and registered and hence they are legally proper as per the provisions of the law.</p>






	<p>o. Requirement for noting the Bank charges on the records of the Housing Society, if any.</p> <p>p. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>q. Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc.</p>	PAGE # 21
30	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, liens, etc. and details thereof.	Not Applicable.
31	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.	Not Applicable.
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy ?	Not Applicable.
33	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.
34	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	Not Applicable.
35	Whether the name of mortgagor is reflected as owner in the revenue / Municipal/ village records ?	Not Applicable.
36	<p>a. Whether the property offered as security is clearly demarcated ?</p> <p>b. Whether the demarcation / partition of the property is legally valid ?</p> <p>c. Whether the property has clear access as per documents.</p>	Not Applicable.





		PAGE # 22
37	Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny ? 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.
38	In respect of the boundaries of the property, whether there is a difference / discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual / current boundary ? if so please elaborate /comment on the same.	Not Applicable.
39	If the valuation report and/or approved / sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. [If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provided these comments subsequently on making the same available to the advocate.]	The Completion plans are verified and same are proper and Valuation Report is not submitted.
40	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.	No
41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security ?	Yes
42	In case of absence of original title, 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. 



		PAGE # 23
43	Whether the governing law/ constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Not Applicable.
44	Additional aspects relevant for investigation of title as per local laws.	Not Applicable.
45	Additional suggestions, if any to safeguard the interest of the Bank/ensuring the perfection of security.	<p><u>a. I have to certify that the bank should inspect the property and should follow the necessary banking procedures and norms before disbursement of the loan.</u></p> <p>b. I have to further certify that No Objection Certificate should be obtained from M/s. H. K. PUJARA BUILDERS for creation of the mortgage of the said property by MR. AJAY KUMAR SINGH, in favour of the Bank in the format of the bank.</p>
46	The specific persons who are required to create mortgage / to deposit documents creating mortgage.	MR. AJAY KUMAR SINGH (BORROWER).
47	1. Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Yes/No	Yes
	2. Whether the Project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	Registration No. P51800004540
	3. 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?	Yes

Date: 27/6/2019.
Place: Ulhasnagar

For C. R. Raisinghani & Associates



{K. C. RAISINGHANI}
ADVOCATE HIGH COURT
BANK'S ADVOCATE



PAGE#24

ANNEXURE-C
CERTIFICATE OF TITLE

I have examined the Copies of Title Deeds intended to be deposited relating to the schedule property and offered as security by way of Equitable Mortgage and that the copies of 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:

2. I have examined the Documents in details, 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/ **Office of the Sub-Registrar Andheri-6, for the period of 2 years from 2018 to 2019, the search challan receipt paid is enclosed herewith, in respect of the above said property.** 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 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 / Doubts, 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 2018 to 2019 pertaining to the Immovable Property 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].
Ans. N.A.

CLAUSE NO. 7 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). (Strike out if not applicable).
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **MR. AJAY KUMAR SINGH (BORROWER).**
9. I certify that **MR. AJAY KUMAR SINGH (BORROWER)** has an absolute, clear and Marketable title over the Schedule property. 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 Original Title Deeds/Documents would create a valid and enforceable mortgage, in favour of bank:

a. Copy of Building Completion Certificate and Full Occupancy Certificate issued by the Executive Engineer (Building Proposals), K/W Ward, Municipal Corporation of Greater Mumbai, vide permission no. CHE/WS/0068/K/337(NEW) dated 18/12/2017, regarding completion of construction of the building and permission for occupancy of the same on the abovesaid property.

b. MTR Challan dated 19/6/2019 issued by IDBI Bank, for Rs.9,30,000/- in favour of **MR. AJAY KUMAR SINGH**, regarding deposit of payment for registration of the sale deed in respect of the abovesaid flat.

c. Sale Deed dated 20/6/2019 executed between M/s. **H. K. PUJARA BUILDERS** through its Partner **MR. PARESH H. PUJARA** and admitted for registration before Sub-Registrar through his C.A. **MR. KAUSHIK THADESHWAR (Developer)** and **MR. AJAY KUMAR SINGH (Purchasers)**, in respect of the above said flat. The said Sale Deed is duly registered with the Office of Sub-Registrar Andheri-6, Mumbai Suburban District, bearing Registration No. 6589/2019 alongwith Index-II.

d. Receipt No. 6905 dated 20/6/2019 bearing Registration No. BDR-17-6589-2019 issued by office of the Sub-Registrar, Andheri-6, in favour of **MR. AJAY KUMAR SINGH**, regarding registration of the Sale Deed in respect of the above said flat.

e. No Objection Certificate issued by M/s. **H. K. PUJARA BUILDERS** regarding motgage of the above said flat by **MR. AJAY KUMAR SINGH**, in favour of bank.

f. Receipts issued by M/s. **H. K. PUJARA BUILDERS** in favour of **MR. AJAY KUMAR SINGH**, regarding part payment made towards purchase of the said property.

g. Copy of RERA Certificate.

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 SARFESI Compliant.



PAGE#26

SCHEDULE OF PROPERTY

“Flat No. 503, On 5th Floor, Admeasuring Area 651.22 Sq. Fts. (Carpet Area), in the Project known as “ORCHID RESIDENCES”, at Village Oshiwara, Off. Link Road, Andheri (West)-400 053, Taluka Andheri, Mumbai Suburban District.”, situated and constructed on land bearing Plot No.B-51 Admeasuring Area 862.12 Sq. Mtrs. bearing CTS No.666-A, at Village Oshiwara, Takuka Andheri, Dist. Mumbai Suburban, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, within the local limits of Municipal Corporation of Greater Mumbai, State Maharashtra.”

Signed under my hand and seal this 27th Day of June, 2019.



For C. R. Raisinghani & Associates

{K.C. RAISINGHANI}
ADVOCATE HIGH COURT
BANK'S ADVOCATE



CHALLAN
MTR Form Number-6



GRN	MH003307696201920E	BARCODE			Date	27/06/2019-19:34:12	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Search Fee Other Items			TAX ID (If Any)				
Office Name	BDR17__JT SUB REGISTRAR ANDHERI 6			PAN No.(If Applicable)				
Location	MUMBAI			Full Name	K C RAISINGHANI			
Year	2019-2020 One Time			Flat/Block No.	Flat No. 503			
Account Head Details			Amount In Rs.	Premises/Building				
0030072201	SEARCH FEE		50.00	Road/Street	CTS No.666-A			
				Area/Locality	Village Oshiwara			
				Town/City/District				
				PIN				
				Remarks (If Any)	SEARCH FEE FOR 2 YEARS FROM 2018 TO 2019			
				Amount In	Fifty Rupees Only			
Total			50.00	Words				
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	69103332019062719821	220906174	
Cheque/DD No.				Bank Date	RBI Date	27/06/2019-19:34:48	Not Verified with RBI	
Name of Bank				Bank-Branch	IDBI BANK			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			

Department ID : Mobile No. : 9890478189
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 दस्त्यासाठी लागू नाही.



Date: 27/6/2019

SEARCH REPORT

I have taken search in the Office of the Sub-Registrar Andheri-6, for the period of 2 years from 2018 to 2019, the search challan receipt paid is enclosed herewith, in respect of the above said property. I have verified and examined the necessary Index-II Records and Inspection Books and I have carried out the detailed necessary Search and I have not come across any adverse entry pertaining to the above said property which may affect the TITLE of the above said property and the year wise search report is as under :-

2. The search conducted has revealed the following entries :-

Year	Transaction
2018	Record Totally Not Ready
2019	Record Not Ready Entry Verified From Index II Available.

a. Sale Deed dated 20/6/2019 executed between M/s. H. K. PUJARA BUILDERS through its Partner MR. PARESH H. PUJARA and admitted for registration before Sub-Registrar through his C.A. MR. KAUSHIK THADESHWAR (Developer) and MR. AJAY KUMAR SINGH (Purchasers), in respect of the above said flat. The said Sale Deed is duly registered with the Office of Sub-Registrar Andheri-6, Mumbai Suburban District, bearing Registration No. 6589/2019.

Signed under my hand and seal this 27th Day of June, 2019.

For C. R. Raisinghani & Associates

{K. C. RAISINGHANI}
ADVOCATE HIGH COURT
BANK'S ADVOCATE



Remarks:

Above Search Report is subject to records at Sub Registrar Office in torn/mutilated/not filed/available for several periods/years.