

Padiyar & Co.

Advocates & Legal Consultants

Unit No.111, The Summit Business Bay, Opp. PVR Cinema, A. K. Road, Andheri (E), Mumbai-400 093.

REF: PC/SBI/SAM II Br./LSR -310/19

30/09/2019

Cell : 9323802133

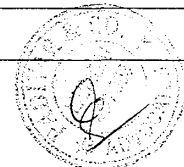
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7 OCT 2019

Annexure - B: Report of Investigation of Title in respect of immovable Property

1.	a) Name of the Branch/BU seeking opinion	State Bank of India Stressed Assets Management Branch -II Mumbai, Raheja Chambers, Ground Floor, B wing free press Journal Mark, Nariman point Mumbai-400021.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
	c) Name of the Borrower	M/S. GOVINDA INDUSTRIES PRIVATE LIMITED
2.	a) Name of the Property/concern/ company/person offering the property (is) as security	ABHILASHA KELA
	b) Constitution of the Property/concern/ person/body/authority offering the property for creation of charge.	Individual
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As Guarantor
3.	Complete or full description of the immovable property(ies) offered as security for creation of mortgage whether Registered/ registered mortgage.	A residential flat admeasuring about 1600 sq. fts. equivalent to 148.64 sq. mtrs., Carpet Area and covered terrace admeasuring about 1154 sq. fts., bearing Flat No.401, on the 4 th floor along-with Garage Nos.1, 2, 3 & 8, area admeasuring about 800 sq. ft. equivalent to 74.35 sq. mtrs., on the ground floor, in the building known as " Dev Pooja ", constructed on all that piece or parcel of land being a Plot No.D-1 of private scheme of Gazdar and being partly part of Plot No.65 of Town Planning Scheme No.IV, Santacruz and being a portion of Survey Nos.408 & 409 admeasuring about 1417 sq. yards equivalent to 1184.75 sq. mtrs. and bearing CTS No.367, lying, being and situate at Village Danda, Taluka Andheri, Mumbai Suburban District, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.
	(a) City Survey No.	CTS No.367
	(b) Door No. (in case of house	Flat No.401

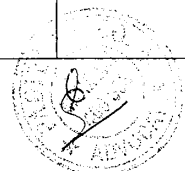




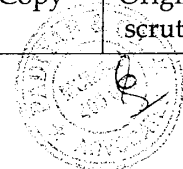
	property)				
	(c) Extent/area including plinth/built up area in case of house property	A residential flat admeasuring about 1600 sq. fts. equivalent to 148.64 sq. mtrs., Carpet Area and covered terrace admeasuring about 1154 sq. fts.			
	(d) Locations like name of the place, village, city, registration, sub-district, etc.	lying, being and situate at Village Danda, Taluka Andheri, Mumbai Suburban District, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.			
	(e) Boundaries	NA			
4.	a) Particulars of the documents scrutinized - serially and chronologically (a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified Note: Only Originals or Certified extracts from the registering/lan/revenue/other authorities be examined				
	Sl. No	Date	Name Nature of the Document	Original/certified copy/certified extract/photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate
	1.	07/09/2015	Registered Deed of Gift dated 07/09/2015 executed between Yogesh Kela as the "Donor" of the one part, and Abhilasha Kela as the "Donee" of the Other part, duly stamped and registered under Sr. No. BDR9-7964-2015 dated 08/09/2015 by the Sub Registrar of Andheri-3.	Original	Original scrutinized
	2.	07/09/2015	Stamp duty receipt dated 07/09/2015 for Rs.500/- issued in the name of Abhilasha Kela.	Original	Original scrutinized
	3.	08/09/2015	Registration Receipt No. 9067 dated 08/09/2015 (Document registered under Sr. No. BDR9-7964-2015) for Rs. 30440/- issued in the name of Abhilasha Kela by the Sub Registrar Andheri-3.	Original	Original scrutinized
	4.	01.10.2016	Deed of Rectification dated 01/10/2016 executed between Yogesh Kela and Abhilasha Kela, duly stamped and registered under Sr.	Original	Original scrutinized

		No.BDR9-8865-2016 dated 01/10/2016, by the Sub Registrar of Andheri-3		
5.	03/07/2004	Registered Deed of Assignment dated July 3, 2004 executed between Shri Prakash Nandalal Kela as the "Transferor" of the one part and Shri Yogesh Kela as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-05682-2004 dated July 5, 2004, by Sub-Registrar Andheri - 1 (Bandra).	Original	Original scrutinized
6.	28/06/1999	Registered Deed of Assignment dated June 28, 1999 executed between Shri Pawan Kumar Chaudhary in his capacity as Karta of Pawan Kumar Chaudhary HUF as the "Transferor" of the one part and Mr. Prakash Nandalal Kela as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1995-1999 dated August 9, 1999, by Sub-Registrar Mumbai.	Original	Original scrutinized
7.	25/06/1999	Registered Deed of Assignment dated June 25, 1999 executed between Shri Pawan Kumar Chaudhary as the "Transferor" of the one part and Mr. Prakash Nandalal Kela as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1994-1999 dated August 9, 1999, by Sub-Registrar Mumbai.	Original	Original scrutinized
8.	25/06/1999	Registered Deed of Assignment dated June 25, 1999 executed between Mrs. Kirandevi Chaudhary as the "Transferor" of the one	Original	Original scrutinized

			part and Mr. Prakash Nandalal Kela as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1996-1999 dated August 9, 1999, by Sub-Registrar Mumbai.		
	9.	25/06/1999	Registered Deed of Assignment dated June 25, 1999 executed between Mr. Pawan kumar Chaudhary in his capacity of father and natural guardian of Mast. Vikas Chaudhary as the "Transferor" of the one part and Mr. Prakash Nandalal Kela as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1993-1999 dated August 9, 1999, by Sub-Registrar Mumbai.	Original	Original scrutinized
	10.	26/03/1990	Registered Articles of Agreement dated March 26, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and Mast. Vikas Chaudhary as the "Purchaser" of the other part, duly stamped and document registered under serial No.PBBJ-2033-1990 dated May 7, 1990, by Sub-Registrar Mumbai. (1/4 th undivided in the Flat No.401).	Original	Original scrutinized
	11.	22/03/1990	Registered Articles of Agreement dated March 22, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and Mrs. Kirandevi Chaudhary as the "Purchaser" of the other part, duly stamped and document registered under serial No.P-2459-	Original	Original scrutinized



			1990 dated May 3, 1990, by Sub-Registrar Mumbai. (1/4 th undivided in the Flat No.401).		
	12.	20/03/1990	Registered Articles of Agreement dated March 20, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and Mr. Pawan Kumar (HUF) as the "Purchaser" of the other part, duly stamped and document registered under serial No.PBBJ-1914-1990 dated April 30, 1990, by Sub-Registrar Mumbai. (1/4 th undivided in the Flat No.401).	Original	Original scrutinized
	13.	17/03/1990	Registered Articles of Agreement dated March 17, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and Mr. Pawan Kumar Chaudhary as the "Purchaser" of the other part, duly stamped and document registered under serial No.P-2322-1990 dated April 24, 1990, by Sub-Registrar Mumbai. (1/4 th undivided in the Flat No.401).	Original	Original scrutinized
	14.	24/09/1991	Occupation Certificate dated 24/09/1991.	Xerox Copy	Original not scrutinized
	15.	12/03/1990	Title Certificate dated 12-03-1990 issued by Madhukar Munim & Co.	Xerox Copy	Original not scrutinized
	16.	08/06/2016	Valuation Report Ref. No.ADI/SBI/DNR/RV/NG/2016/06-01 dated 08/06/2016, issued by Architects Archinova Design Inc.	Xerox Copy	Original not scrutinized
	17.		Property Tax paid receipt	Xerox Copy	Original not scrutinized
	18.		Index II	Xerox Copy	Original not scrutinized
	19.		Property Card	Xerox Copy	Original not scrutinized



	20.		Typical Floor Plan	Xerox Copy	Original not scrutinized
	21.	28.11.2016	Deed of Re-Conveyance dated 28/11/2016, duly registered under Sr. No.BDR15-8419-2016 dated 28/11/2016 by the Sub Registrar of Andheri-4, executed between Nashik Merchants Co-op. Bank Ltd. through Branch Manager Sanjay Vilas Sawale and Govinda Industries	Xerox Copy	Original not scrutinized
5.	a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with TIR.)			YES obtained and Verified	
	b) 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?			YES	
	b) ii) Where the certified copies of Title documents are not available, the copy provided should be compared with the original to ascertain whether Total page numbers in the copy tally page by page with the original produced. (In case Originals Title Deed/s is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).			YES	
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?			Updated records not available through online portal/computer from every sub-registrar office or revenue authorities.	
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.			Sometime, from available record from computer we use to cross check etc.	
	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?			Not possible	
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?			Andheri.	
	b) Whether it is possible to have registration of documents in respect of the property in question,			No	

	at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	
	c) Whether search has been made at all the offices named at (b) above?	Yes
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. 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)	Separate sheet is attached
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Ownership rights
10.	If Leasehold whether	No.
	a) lease Deed is duly stamped and registered	N/A
	b) lessee is permitted to mortgage the Leasehold right,	N/A
	c) duration of the Lease/unexpired period of lease,	N/A
	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.	N.A
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether :	No
	a) Grant/agreement, etc. provides for alienable rights to the mortgagor with or without conditions,	N/A
	b) The mortgagor is competent to create charge on such property.	N/A
	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	N/A
12.	If occupancy right, whether;	No
	a) Such right is heritable and transferable,	N/A
	b) Mortgage can be created.	N/A
13.	Nature of Minor's interest, if any and if so, whether	None

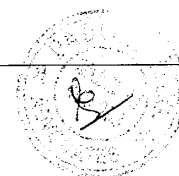
	creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	Yes.
	a) The Gift/Settlement Deed is duly stamped and registered;	Yes
	b) The Gift/Settlement Deed has been attested by two witnesses;	Regd Gift Deed.
	c) The Gift/Settlement Deed transfers the property to Donee;	Yes
	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.	No. N/A
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N/A
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N/A
	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.	N/A
	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?	N/A
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?	N/A



	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N/A
	c) Whether the property is mutated on the basis of will?	N/A
	d) Whether the original will is available?	N/A
	e) Whether the original death certificate of the testator is available?	N/A
	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 rely on the will, availability of Mother/Original title deeds are to be explained.)	Yes
17.	a) Whether the property is subject to any wakf rights?	No.
	b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	N/A
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N/A
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.	No.
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N/A
19.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	No.
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N/A
	c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N/A
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter	N/A
20.	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	No

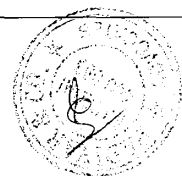
	b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	No
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes
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, Environmental Clearance, etc.),	No
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.	N/A
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?	N/A
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No.
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N/A
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N/A
25.a	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charge with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No.
	b) i) Whether the Property (to be mortgaged) is purchased by the above Company from any other Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes/No	N/A
	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	N/A

	(Purchaser)?	
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (Proposed to be mortgaged) created by the Vendor company (seller)? Yes/No	N/A
	iv) If the Search reveals encumbrances/charges,	Nil
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N/A
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.	No
	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 Property Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of Propertys/Propertys (Builder's POA) or (ii) other type of POA (Common POA).	NO
	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.	No
	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? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	No
	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?)	NA
	g) Please comment on the genuineness of POA?	NA
	h) The unequivocal opinion on the enforceability and validity of the POA?	NA



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.	N/A.
29.	<p>If the property is a Property/apartment or residential/commercial complex, check and comment on the following:</p> <p>a) Promoter's/Land owner's title to the land/ building;</p> <p>b) Development Agreement/Power of Attorney;</p> <p>c) Extent of authority of the Developer/builder;</p> <p>d) Independent title verification of the Land and/or building in question;</p> <p>e) Agreement for sale (duly registered);</p> <p>f) Payment of proper stamp duty;</p> <p>g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>i) Conveyance in favour of Society/ Condominium concerned;</p> <p>j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>k) Membership details in the Society etc.;</p> <p>l) Share Certificates;</p> <p>m) No Objection Letter from the Society;</p> <p>n) All legal requirements under the local/Municipal laws, regarding ownership of Propertys/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>o) Requirements, 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 Propertys/Propertys tally in all documents such as approved plan, agreement plan, etc.</p>	<p>Flat</p> <p>Clear And Marketable</p> <p>Yes</p> <p>Entitled to sell the flat & shop</p> <p>Yes</p> <p>Yes</p> <p>paid</p> <p>sale agreement is registered</p> <p>Yes, copies are submitted to us</p> <p>N/A</p> <p>Copy of OC provided to us</p> <p>Yes</p> <p>Share Cert. not provided to us</p> <p>NOC from Society is required</p> <p>Verified</p> <p>Yes,</p> <p>NA</p> <p>YES</p>
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local	Charge created in favour of State

	authorities or Third Party claims, Liens etc. and details thereof.	Bank of India
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.	30 years 1989-2019 Charge of State Bank of India
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Tax Paid
33.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	N/A Ca certificate may be insisted.
34.	Details of RTC extracts/mutation extracts/ Katha extracts Pertaining to the property in question.	Verified by us.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes in the Revenue Record
36.	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation/ partition of the property is legally valid? c) Whether the property has clear access as per documents?	Yes
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.	YES
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.	No.
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 provide these comments subsequently, on making the same available to the advocate.)	Valuation Report not submitted for verification
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.	Nil



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 deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N/A
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.	Yes
44.	Additional aspects relevant for investigation of title as per local laws.	Nil
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security	Equitable Mortgage recommended
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	ABHILASHA KELA
47.	Whether Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No
	Whether Project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	No
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	No
	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?	N/A

Place: Mumbai

Signature of the Advocate

Annexure - C: Certificate of Title

1. I have examined the Originals. of Title Deeds intended to be deposited relating to the schedule 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 and I further certify that:
2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries. No certified copy taken by us and verified,
5. There is prior mortgage of **STATE BANK OF INDIA**, encumbrances whatsoever as could be seen from the encumbrances certificate for the period from 1989 to 2019 pertaining to the immovable property i.e. covered by above said title deeds.
6. In case of second/ subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable). **(Not Applicable.)**
7. Minor (s) and his / their interest in the property (ies) to the extent of NIL_____ (specify the share of minor with name) strike out if not applicable **(Not Applicable.)**
8. The Mortgage if created will be available to the bank for the liability of the intending borrower **Govinda Industries (P) Ltd , subject to charge of State Bank of India**
9. I Certify that **ABHILASHA KELA** has/have an absolute clear and marketable title over the schedule property/(ies). I Further certify that the above title deed are genuine and a valid mortgaged can be created and the said mortgaged would be enforceable, **Subject to clearance of charge of SBI**
10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

1.	Original Registered Deed of Gift dated 07/09/2015 executed between Yogesh Kela as the "Donor" of the one part, and Abhilasha Kela as the "Donee" of the Other part, duly stamped and registered under Sr. No. BDR9-7964-2015 dated 08/09/2015 by the Sub Registrar of Andheri-3.
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2.	Original Stamp duty receipt dated 07/09/2015 for Rs.500/- issued in the name of Abhilasha Kela.
3.	Original Registration Receipt No. 9067 dated 08/09/2015 (Document registered under Sr. No. BDR9-7964-2015) for Rs. 30440/- issued in the name of Abhilasha Kela by the Sub Registrar Andheri-3.
4.	Original Registered Deed of Assignment dated July 3, 2004 executed between Shri Prakash Nandalal Kela as the "Transferor" of the one part and Shri Yogesh Kela as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-05682-2004 dated July 5, 2004, by Sub-Registrar Andheri - 1 (Bandra).
5.	Original Stamp Duty Receipt dated June 28, 2004 for Rs.11,08,750/- in the name of Shri Yogesh Kela .
6.	Original Registration Receipt No.5719 (Document registered under serial No.BDR1-05682-2004) dated July 5, 2004 for Rs.30,420/- in the name of Shri Yogesh Kela , by Sub-Registrar Andheri - 1 (Bandra).
7.	Original Registered Deed of Assignment dated June 28, 1999 executed between Shri Pawan Kumar Chaudhary in his capacity as Karta of Pawan Kumar Chaudhary HUF as the "Transferor" of the one part and Mr. Prakash Nandalal Kela as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1995-1999 dated August 9, 1999, by Sub-Registrar Mumbai.
8.	Original Registration Receipt (Document registered under serial No.BDR1-01995-1999) dated June 25, 1999 for Rs.20,140/- in the name of Mr. Prakash Nandalal Kela , by Sub-Registrar Andheri.
9.	Original Registered Deed of Assignment dated June 25, 1999 executed between Shri Pawan Kumar Chaudhary as the "Transferor" of the one part and Mr. Prakash Nandalal Kela as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1994-1999 dated August 9, 1999, by Sub-Registrar Mumbai.
10.	Original Registration Receipt (Document registered under serial No.BDR1-01994-1999) dated June 25, 1999 for Rs.20,140/- in the name of Mr. Prakash Nandalal Kela , by Sub-Registrar Andheri.
11.	Original Registered Deed of Assignment dated June 25, 1999 executed between Mrs. Kirandevi Chaudhary as the "Transferor" of the one part and Mr. Prakash Nandalal Kela as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1996-1999 dated August 9, 1999, by Sub-Registrar Mumbai.
12.	Original Registration Receipt (Document registered under serial No.BDR1-01996-1999) dated June 25, 1999 for Rs.20,140/- in the name of Mr. Prakash Nandalal Kela , by Sub-Registrar Andheri.
13.	Original Registered Deed of Assignment dated June 25, 1999 executed between Mr. Pawan kumar Chaudhary in his capacity of father and natural guardian of Mast. Vikas Chaudhary as the "Transferor" of the one part and Mr. Prakash Nandalal Kela as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1993-1999 dated August 9, 1999, by Sub-Registrar Mumbai.
14.	Original Registration Receipt (Document registered under serial No.BDR1-01993-1999) dated June 25, 1999 for Rs.20,140/- in the name of Mr. Prakash Nandalal Kela , by Sub-Registrar Andheri.
15.	Original Registered Articles of Agreement dated March 20, 1990 executed

	between M/s. National Building Corporation as the "Developers" of the one part and Mr. Pawan Kumar (HUF) as the "Purchaser" of the other part, duly stamped and document registered under serial No.PBBJ-1914-1990 dated April 30, 1990, by Sub-Registrar Mumbai. (1/4 th undivided in the Flat No.401)
16.	Original Registered Articles of Agreement dated March 26, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and Mast. Vikas Chaudhary as the "Purchaser" of the other part, duly stamped and document registered under serial No.PBBJ-2033-1990 dated May 7, 1990, by Sub-Registrar Mumbai. (1/4 th undivided in the Flat No.401)
17.	Original Registered Articles of Agreement dated March 17, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and Mr. Pawan Kumar Chaudhary as the "Purchaser" of the other part, duly stamped and document registered under serial No.P-2322-1990 dated April 24, 1990, by Sub-Registrar Mumbai. (1/4 th undivided in the Flat No.401)
18.	Original Registered Articles of Agreement dated March 22, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and Mrs. Kirandevi Chaudhary as the "Purchaser" of the other part, duly stamped and document registered under serial No.P-2459-1990 dated May 3, 1990, by Sub-Registrar Mumbai. (1/4 th undivided in the Flat No.401)
19.	Original Share Certificate in respect of Flat No.401 in the name of Smt Abhilasha Kela (on issuance)
20.	Latest Society Maintenance Receipt
21.	No objection Certificate from Society to mortgage the flat and with undertaking to mark the lien of Bank in their records

11. There are no legal impediments for creation of the mortgage under any applicable law/rules of force.
12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

A residential flat admeasuring about **1600 sq. fts. equivalent to 148.64 sq. mtrs., Carpet Area** and **covered terrace admeasuring about 1154 sq. fts.**, bearing Flat **No.401**, on the 4th floor alongwith **Garage Nos.1, 2, 3 & 8**, area admeasuring about 800 sq. ft. equivalent to 74.35 sq. mtrs., on the ground floor, in the building known as "**Devpooja**", constructed on all that piece or parcel of land being a Plot No.D-1 of private scheme of Gazdar and being partly part of Plot No.65 of Town Planning Scheme No.IV, Santacruz and being a portion of Survey Nos.408 & 409 admeasuring about 1417 sq. yards equivalent to 1184.75 sq. mtrs. and bearing CTS No.367, lying, being and situate at Village Danda, Taluka Andheri, Mumbai Suburban District, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

Place: Mumbai

Date: 30/09/2019



**ANNEXURE - 1:
FLOW OF TITLE**

1. It is observed from the Documents submitted before us that, one Dr. Bethangady Bhujanga Rao & his wife Maina Bhujanga Rao were original owners of all that piece or parcel of land being a Plot No.D-1 of private scheme of Gazdar and being partly part of Plot No.65 of Town Planning Scheme No.IV, Santacruz and being a portion of Survey Nos.408 & 409 admeasuring about 1417 sq. yards equivalent to 1184.75 sq. mtrs. and bearing CTS No.367, lying, being and situate at Village Danda, Taluka Andheri, Mumbai Suburban District, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban
2. Further it is observed that, by the said Dr. Bethangady Bhujanga Rao died on 13-03-1974 leaving behind him surviving his wife Maina Bhujanga Rao and three children's viz. Ashok & the daughters Ahilya Narsingh Savur & Indu Prabhakar Pandit as his legal heirs and representatives. Prior to his death the said Dr. Bethangady Bhujanga Rao had made and published his last Will and Testament dated 03-07-1938 whereby the said property along with his other estate was bequeathed by him to his widow the said Maina Bhujanga Rao.
3. Further it is observed that, by the said Maina Bhujanga Rao died on 18-09-1982 leaving behind her surviving her three children's viz. Ashok & the daughters Ahilya Narsingh Savur & Indu Prabhakar Pandit as her legal heirs and representatives. Prior to his death the said Maina Bhujanga Rao had made and published his last Will and Testament dated 05-09-1975 whereby the said property along with her other estate was bequeathed by her to her son Ashok and her daughter-in-law Prem Ashok Rao absolutely and the said Ashok and Prem were also appointed as the executor and executrix of the said last Will and Testament made by the Late Maina.
4. Further it is observed that, by Deed of Transfer dated August 14, 1985 executed between Mr. Ashok B. Rao & Mrs. Prem Ashok Rao in their capacity of executors of the Last Will of the Late Maina Bhujanga Rao as the "Transferors" of the one part and **Mr. Ashok B. Rao & Mrs. Prem Ashok Rao** as the "Transferees" of the other part, duly stamped and document registered under serial No.S-2858-1985, by Sub-Registrar Bombay, the said transferor sold and transferred all their right, title and interest the said property to the transferees.
5. Further it is observed that, by Agreement dated August 18, 1985 the said Mr. Ashok B. Rao & Mrs. Prem Ashok Rao have granted the development rights in respect of the said property to the **M/s. National Building Corporation** upon the proper consideration.
6. It is further observed that, by the said **M/s. National Building Corporation** had obtained necessary approvals & permission from the Competent Authority to construct two residential building/s known as "**Devpooja**" on the aforesaid property with a view to sell the flats, shops and other premises in such constructed building to prospective purchasers on ownership basis.
7. Further it is observed that, by the said **M/s. National Building Corporation** had sold the captioned flat to the one **Mr. Pawan Kumar Chaudhary, Mr. Pawan Kumar Chaudhary - HUF, Mrs. Kirandevi Chaudhary & Mast. Vikas Chaudhary** vide four separate agreements i.e. 1) Registered Articles of Agreement dated March 22, 1990 executed

between M/s. National Building Corporation as the "Developers" of the one part and **Mrs. Kirandevi Chaudhary** as the "Purchaser" of the other part, duly stamped and document registered under serial No.P-2459-1990 dated May 3, 1990, by Sub-Registrar Mumbai, 2) Registered Articles of Agreement dated March 17, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and **Mr. Pawan Kumar Chaudhary** as the "Purchaser" of the other part, duly stamped and document registered under serial No.P-2322-1990 dated April 24, 1990, by Sub-Registrar Mumbai, 3) Registered Articles of Agreement dated March 26, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and **Mast. Vikas Chaudhary** as the "Purchaser" of the other part, duly stamped and document registered under serial No.PBBJ-2033-1990 dated May 7, 1990, by Sub-Registrar Mumbai & 4) Registered Articles of Agreement dated March 20, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and **Mr. Pawan Kumar (HUF)** as the "Purchaser" of the other part, duly stamped and document registered under serial No.PBBJ-1914-1990 dated April 30, 1990, by Sub-Registrar Mumbai.

8. Further it is observed that, by the said **Mr. Pawan Kumar Chaudhary, Mr. Pawan Kumar Chaudhary - HUF, Mrs. Kirandevi Chaudhary & Mast. Vikas Chaudhary** have sold, transferred and assigned all their respective share, right, title and interest in respect of the Flat No.401 to one **Mr. Prakash Nandalal Kela** vide separate four separate Deed of Assignments i.e. 1) Registered Deed of Assignment dated June 28, 1999 executed between Shri Pawan Kumar Chaudhary in his capacity as Karta of Pawan Kumar Chaudhar HUF as the "Transferor" of the one part and **Mr. Prakash Nandalal Kela** as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1995-1999 dated August 9, 1999, by Sub-Registrar Mumbai, 2) Registered Deed of Assignment dated June 25, 1999 executed between Shri Pawan Kumar Chaudhary as the "Transferor" of the one part and **Mr. Prakash Nandalal Kela** as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1994-1999 dated August 9, 1999, by Sub-Registrar Mumbai, 3) Registered Deed of Assignment dated June 25, 1999 executed between Mrs. Kirandevi Chaudhary as the "Transferor" of the one part and **Mr. Prakash Nandalal Kela** as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1996-1999 dated August 9, 1999, by Sub-Registrar Mumbai & 4) Registered Deed of Assignment dated June 25, 1999 executed between Mr. Pawan kumar Chaudhary in his capacity of father and natural guardian of Mast. Vikas Chaudhary as the "Transferor" of the one part and **Mr. Prakash Nandalal Kela** as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1993-1999 dated August 9, 1999, by Sub-Registrar Mumbai.
9. Further it is observed that, by the Registered Deed of Assignment dated July 3, 2004 executed between Shri Prakash Nandalal Kela as the "Transferor" of the one part and **Shri Yogesh Kela** as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-05682-2004 dated July 5, 2004, by Sub-Registrar Andheri - 1 (Bandra), the said transferor sold and transferred the captioned flat to the transferees upon the total consideration of Rs.2,25,00,000/-.
10. Further it is observed that the flat holders of the said building have formed a society known as "Devpooja Co-operative Housing Society Ltd,"

which is registered under registration No. MUM/WHW/HSG/(TC)/15860/2014-15 dated 09/04/2014. The Society yet to issue Shares to its members.

11. Further it is observed that, by the Registered Deed of Gift dated 07/09/2015 executed between Yogesh Kela as the "Donor" of the one part, and Abhilasha Kela as the "Donee" of the Other part, duly stamped and registered under Sr. No. BDR9-7964-2015 dated 08/09/2015 by the Sub Registrar of Andheri-3, by the natural love and affection, the said Donor agreed to grant, convey, assign and transfer by way of gift his undivided share, right, title and interest in the said flat together with right to become sole member of the said Society to the said Donee.
12. Further it is observed that, by Mortgage Deed dated 22/01/2015, duly registered under Sr. No. BDR9-759-2015 dated 22/01/2015 by the Sub Registrar of Andheri-4, Govinda Industries (P) Ltd through its proprietor Abhilasha Yogesh Kela and Yogesh Prakash Kela mortgaged said Flat in favour of Nashik Merchants Co-op. Bank Ltd. and said is released/re-conveyed by Deed of Re-Conveyance dated 28/11/2016, duly registered under Sr. No. BDR15-8419-2016 dated 28/11/2016 by the Sub Registrar of Andheri-4.
13. Further it is observed that, an Deed of Rectification dated 01/10/2016 is executed between Yogesh Kela and Abhilasha Kela, to rectify the mistake occurred in Gift Deed dated 07.09.2015 and said Deed of Rectification is duly stamped and registered under Sr. No. BDR9-8865-2016 dated 01/10/2016, by the Sub Registrar of Andheri-3
14. We are opinion that, **ABHILASHA KELA** have quiet, vacant, peaceful possession of the captioned Flat and have clear, valid and marketable title free from all encumbrances to the said flat, **Subject to charge of State Bank of India.**



SEARCH REPORT

Date: September 30, 2019

Sub: Investigation of the Title in respect of a residential flat admeasuring about 1600 sq. fts. equivalent to 148.64 sq. mtrs., Carpet Area and covered terrace admeasuring about 1154 sq. fts., bearing Flat No.401, on the 4th floor alongwith Garage Nos.1, 2, 3 & 8, area admeasuring about 800 sq. ft. equivalent to 74.35 sq. mtrs., on the ground floor, in the building known as "Devpooja", constructed on all that piece or parcel of land being a Plot No.D-1 of private scheme of Gazdar and being partly part of Plot No.65 of Town Planning Scheme No.IV, Santacruz and being a portion of Survey Nos.408 & 409 admeasuring about 1417 sq. yards equivalent to 1184.75 sq. mtrs. and bearing CTS No.367, lying, being and situate at Village Danda, Taluka Andheri, Mumbai Suburban District, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

A/C - ABHILASHA KELA

State Bank of India, SAMB-II, Mumbai - LSR No.310/19.

Dear Sir,

As per your instruction, I have taken search of the above-mentioned property in the Sub - Registrar office at Andheri from the year of 1987 to 2016.

SUB - REGISTRAR OFFICE AT ANDHERI, FOR 30 YEARS.

YEAR	LIEN / CHARGE
1989	Nil
1990	Nil
1991	Nil
1992	Registered Articles of Agreement dated March 20, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and Mr. Pawan Kumar (HUF) as the "Purchaser" of the other part, duly stamped and document registered under serial No.PBBJ-1914-1990 dated April 30, 1990, by Sub-Registrar Mumbai. (1/4 th undivided in the Flat No.401).
	Registered Articles of Agreement dated March 26, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and Mast. Vikas Chaudhary as the "Purchaser" of the other part, duly stamped and document registered under serial No.PBBJ-2033-1990 dated May 7, 1990, by Sub-Registrar Mumbai. (1/4 th undivided in the Flat No.401)
	Registered Articles of Agreement dated March 17, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and Mr. Pawan Kumar Chaudhary as the "Purchaser" of the other part, duly stamped and document registered under serial No.P-2322-1990 dated April 24, 1990, by Sub-Registrar Mumbai. (1/4 th undivided in the Flat No.401)
	Registered Articles of Agreement dated March 22, 1990 executed between M/s. National Building Corporation as the "Developers" of the one part and Mrs. Kirandevi Chaudhary as the "Purchaser" of the other part, duly stamped and document registered under serial No.P-2459-1990 dated May 3, 1990, by Sub-Registrar Mumbai. (1/4 th undivided in the Flat No.401)
1993	Nil
1994	Nil

1995 Nil
1996 Nil
1997 Nil
1998 Nil
1999 Registered Deed of Assignment dated June 25, 1999 executed between Mr. Pawan kumar Chaudhary in his capacity of father and natural guardian of Mast. Vikas Chaudhary as the "Transferor" of the one part and **Mr. Prakash Nandalal Kela** as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1993-1999 dated August 9, 1999, by Sub-Registrar Mumbai.

Registered Deed of Assignment dated June 25, 1999 executed between Shri Pawan Kumar Chaudhary as the "Transferor" of the one part and **Mr. Prakash Nandalal Kela** as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1994-1999 dated August 9, 1999, by Sub-Registrar Mumbai.

Registered Deed of Assignment dated June 28, 1999 executed between Shri Pawan Kumar Chaudhary in his capacity as Karta of Pawan Kumar Chaudhary HUF as the "Transferor" of the one part and **Mr. Prakash Nandalal Kela** as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1995-1999 dated August 9, 1999, by Sub-Registrar Mumbai.

Registered Deed of Assignment dated June 25, 1999 executed between Mrs. Kirandevi Chaudhary as the "Transferor" of the one part and **Mr. Prakash Nandalal Kela** as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-1996-1999 dated August 9, 1999, by Sub-Registrar Mumbai.

2000 Nil
2001 Nil
2002 Nil
2003 Nil
2004 Registered Deed of Assignment dated July 3, 2004 executed between Shri Prakash Nandalal Kela as the "Transferor" of the one part and **Shri Yogesh Kela** as the "Transferee" of the other part, duly stamped and document registered under serial No.BDR1-05682-2004 dated July 5, 2004, by Sub-Registrar Andheri - 1 (Bandra).

2005 Nil
2006 Nil
2007 Nil
2008 Nil
2009 Nil
2010 Nil
2011 Nil
2012 Nil
2013 Nil
2014 Nil
2015 Registered Deed of Gift dated 07/09/2015 executed between Yogesh Kela as the "Donor" of the one part, and Abhilasha Kela as the "Donee" of the Other part, duly stamped and registered under Sr. No. BDR9-7964-2015 dated 08/09/2015 by the Sub Registrar of Andheri-3.

Registered Mortgage Deed dated 22/01/2015, duly registered under Sr. No. BDR9-759-2015 dated 22/01/2015 by the Sub Registrar of Andheri-4, executed between Govinda Industries through its proprietor Abhilasha Yogesh Kela and Yogesh Prakash Kela in favour of Nashik Merchants

Co-op. Bank Ltd. through Branch Manager Sanjay Vilas Sawale, Loan
Amount Rs.11,20,00,000/-.

Registered Deed of Rectification dated 01/10/2016 executed between
Yogesh Kela and Abhilasha Kela, duly stamped and registered under Sr.
No.BDR9-8865-2016 dated 01/10/2016, by the Sub Registrar of Andheri-3

2016 Registered Deed of Re-Conveyance dated 28/11/2016, duly registered
under Sr. No.BDR15-8419-2016 dated 28/11/2016 by the Sub Registrar of
Andheri-4, executed between Nashik Merchants Co-op. Bank Ltd.
through Branch Manager Sanjay Vilas Sawale and Govinda Industries.

2017 Nil

2018 Nil

2019 Nil

The Government Fee is paid vide receipt No. _____
dated 30/09/2019.

Truly yours


Advocate