# SSP Legal

# Advocates, Counsels & Consultants

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Ref. No.: SSP SBI 317

Annexure - B

| 1. | a) Name of the Branch/ Business  | STATE BANK OF INDIA,                    |
|----|--|---|
|    | Unit Office seeking opinion  | RACPC Chinchpokli,                      |
|    | The state of the s | Chinchpokli, Mumbai.                    |
|    | b) Reference No. and date of the letter<br>under the under the cover of the<br>documents tendered for scrutiny   |   |
|    | c) Name of the Borrower.   | MR. GITESH TIWARI.                      |
| 2. | a) Name of the Unit/ Concern/<br>Company/ person offering the<br>property/(ies) as security.   | MR. GITESH TIWARI.                      |
|    | b) Constitution of the unit/concern/person 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.   | Flat Owner/Borrower                     |
| 3. | Complete or full description of the immovable property/(ies) offered as security including the following details.  |   |
|    | a) Survey No.  | NA land bearing Survey No. 59/1(P),     |
|    |  | 60 (P), 61 (P), 62 (P), 63/1 (P), 63/10 |
|    |  | A(P), 63/2 (P), 63/3 (P), 63/4 (P),     |
|    |  | 63/5 (P), 63/6 (P), 63/7 (P), 63/8 (P), |
|    |  | 63/9 (P), 64/1 (P), 64/2 (P), 64/3 (P), |
|    |  | 64/4 (P), 64/5 (P), 64/6 (P), 64/7 (P), |
|    |  | 64/8 (P), 64/9 (P), 65/1 (P), 65/2,     |
|    |  | 65/3 (P), 65/4 (P), 65/5 (P), 66 (P),   |
|    |  | 68/2 (P), 69/1 (P), 69/2 (P), 69/3 (P), |
|    |  | 69/4 (P), 69/5 (P), 69/6 (P), 70/1 (P), |
|    |  | 70/2 (P), 70/3 (P), 70/4 (P), 70/06     |
|    |  | (P), 70/8 (P), 70/9 (P) of Village      |
|    |  | Balkum, Taluka & District Thane,        |
|    |  | within the Registration District and    |



|   | Sub-District of Thane and within the Municipal Limits of Thane Municipal Corporation.  |
|---|--|
| b) Door no. (in case of house proper  | rty) Flat No. 1805.  |
| c) Extent/ area including plinth/ but up area in case of house property   | uilt admg 434 sq. ft., and 40.32 sq. mtrs., Net Area (Carpet area+ EBVT Area), on 18th Floor, along with 1 (One) Car Parking Space, in the building No. W12, known as "LODHA AMARA - TOWER 1-5, 7-19", now society |
|   | known as "Case Sereno A To E Co-   |
|   | op. Hsg. Soc. Ltd", situate at   |
|   | Balkum, Thane (West) 400607.   |
| d) Locations like name of the pla<br>village, city, registration, sub-distr<br>etc.                                       |  |
|   | within the Registration District and Sub-District of Thane and within the Municipal Limits of Thane Municipal Corporation.   |
| a) Particulars of the documer scrutinized - serially a chronologically  | nts<br>nd  |
| b) Nature of documents verified a as to whether they are originals certified copies or registration extraoduly certified. | or   |



4.

| Sr.<br>No | Date of Document | Name of the parties                        | Original/<br>Certified<br>Photocopy/<br>true copy |
|-----------|------------------|--|---|
| 1.        | 04/08/2018       | Agreement to Sell dated 04/08/2018         | Сору  |
|           |                  | (executed on Stamp Duty of Rs.             |   |
|           |                  | 4,25,500/- under the provision of Stamp    |   |
|           |                  | Act, 1958 and duly registered with the     |   |
|           |                  | Sub Registrar's of assurance under Sr.     |   |
|           |                  | No. TNN-2/10738/2018 on 04/08/2018         | w. 5  |
|           | 65               | by paying registration fee of Rs. 30,000/- |   |
|           |                  | ) entered between M/s. Bellissimo          |   |
|           |                  | Developers Thane Private Limited, as       |   |
|           |                  | (Company) of the one part and MR.          |   |
|           |                  | GITESH TIWARI, as (Purchaser) of the       |   |
|           | 4                | other part.                                |   |
| 2.        | 04/08/2018       | Registration Receipt No. 14797 dated       | Сору  |
|           |                  | 04/08/2018 for Rs. 32,560/- issued by      | 3.5   |
|           |                  | Sub Registrar's office Thane – 2           |   |
| <br>3.    | 31/07/2018       | E Challan dated 31/07/2018 for Rs.         | Сору  |
|           |                  | 4,25,500/- & Rs. 30,000/- issued by        |   |
|           |                  | IDBI Bank towards the stamp duty &         |   |
|           | 8                | registration fee                           |   |
| 4.        | 04/08/2018       | Index II dated 04/08/2018 issued by        | Copy  |
|           |                  | Sub Registrar's office Thane - 2 in        | 13  |
|           |                  | respect of Agreement for sale dated        |   |
|           |                  | 04/08/2018.                                |   |
| 5.        | 22/03/2018       | Special Power of Attorney dated            | Copy  |
|           |                  | 22/03/2018 (duly registered with the       | 1.3   |
| -         |                  | Sub Registrar's of assurance under SR.     |   |
|           |                  | No. BBE-3-2501 & 2502/2018 dated           |   |
|           |                  | 22/03/201s8) executed by M/s.              |   |
|           |                  | Bellissimo Developers Thane Private        |   |
|           |                  | Limited in favour of Mr. Surendran Nair.   |   |



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| 6.    | 20/01/2018   | Amended Commencement Certificate bearing No. VP No. S05/0083/14 TMC/TDD/2486/1 dated 20/01/2018 issued by Thane Municipal Corporation, Thane.                         | Сору |
|-------|--|---|------|
| 7.    | 12/04/2017   | Amended Commencement Certificate bearing No. VP No. S05/0083/14 TMC/TDD/2142/17 dated 12/04/2017 issued by Thane Municipal Corporation, Thane.                        | Сору |
| 8.    | 25/03/2015   | Commencement Certificate bearing No.  VP No. S05/0083/14 TMC/TDD  /1381/15 dated 25/03/2015 issued by Thane Municipal Corporation, Thane                              | Сору |
| 9.    | 24/01/2018   | Occupation Certificate bearing no. S05/0083/14 TMC/TDD/OCC/0453/18 on 24/01/2018 issued by Thane Municipal Corporation, Thane.  | Сору |
| 10.   | 15/09/2018   | Handover of Possession letter dated 15/09/2018 issued by M/s. Bellissimo Developers Thane Private Limited in favour of Mr. Gitesh Tiwari in respect of Flat No. 1805. | Сору |
| 11.   | 17/04/2017   | Certificate of Incorporation pursuant to change of name   | Сору |
| . 12. | 15/04/2015   | Environment Clearance Certificate dated 15/04/2015 issued by Government of India.   | Сору |
| 13.   | 01/06/2016<br>15/06/2017<br>27/09/2017<br>26/04/2017 | Title Certificate dated 01/06/2016,<br>15/06/2017, 27/09/2017, 26/04/2017<br>issued by Mr. Pradip Garach.   | Сору |
| 14.   | 06/05/2017   | Resolution dated 06/05/2017 passed by M/s. Bellissimo Developers Thane Private Limited  | Сору |



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|   | 15. 17/01/202   | 1   | nal Capital and Housing                           | Сору    |
|---|---|---|---|---------|
|   | 16.   | Maintenance Bi  | 11  | Сору    |
| 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 | 17.   | Typical Floor Pl  | an  | Сору    |
|   | 18.   | 7/12 Extract  |   | Copy    |
| 5.  | documents are Relevant Sub- I compared with t available by mortgagor? (Plea such certified of   | d copy of all title obtained from the Registrar office and he documents made the proposed ase also enclose all copies and relevant receipt along with | No Instruction hence not ob                       | otained |
|   | b) i) Whether<br>certified copies<br>which are obta<br>Sub-Registrar's                          | all pages in the of title documents ained directly from office have been by page with the office submitted?   | Not applicable                                    |         |
|   | the title doc<br>available, the co<br>be compared w<br>ascertain wheth                          | certified copies of uments are not py provided should ith the original to the total page copy tally page by ginal produced.                           | Not applicable                                    |         |
| 6   | office or reversely office or relevant to the pare available for any online posystem?           | records of registrar<br>venue authorities<br>property in question<br>verification through<br>rtal or computer   | Yes   |         |
|   | are available, verification or of made and the clin this regard.  c) Whether the stamp paper is | whether any cross checking are omments/ findings genuineness of the possible to be got ine portal and if so   | Online computer record von adverse report four No |         |
| 7.  | whether such<br>made?<br>a) Property offere   | verification was  | Yes, Thane  |         |
|   | within the Jurisd<br>- registrar office?  | liction of which sub  | res, mane   |         |

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|     | 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 office?  | Yes, Sub Registrar office at<br>Thane |
|-----|--|---------------------------------------|
|     | c) Whether search has been made at all the offices named at (b) above?   | Yes                                   |
|     | d) Whether the searches in the   | No                                    |
|     | offices of registering authorities or<br>any other records reveal registration<br>of multiple title documents in<br>respect of the property in question?   |                                       |
| 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 | Please see Annexure 1                 |
|     | for a further period, depending on<br>the need for clearance of such clog<br>on the Title.   | / <sub>1</sub> -                      |
|     | Nature of Title of the intended<br>Mortgagor over the Property<br>(whether full ownership rights,<br>Leasehold Rights, Occupancy/<br>Possessory Rights or Inam Holder or<br>Govt. Grantee/Allottee etc.)   | Ownership                             |
| 10  | If leasehold, whether;   |                                       |
|     | a) lease Deed is duly stamped and registered   | Not Applicable                        |
|     | b) lessee is permitted to mortgage<br>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-<br>cum/Sale Agreement, whether;  |                                       |
|     | a) grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,   | Not Applicable                        |



| 1000 | 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; 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   | Not Applicable |
|      | modalitics/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<br>by way of Gift/Settlement Deed,<br>whether:   | Not Applicable |
|      | a) The Gift/Settlement Deed is duly stamped and registered;   | Not Applicable |
|      | b) The Gift/Settlement Deed has been attested by two witnesses;   | Not Applicable |
|      | c) The Gift/Settlement Deed transfers the property to Donee;  | Not Applicable |
|      | d) Whether the Donce has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication  | Not Applicable |
|      | or by actions;  |                |
|      | e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;   | Not Applicable |
|      | f) Whether the Donee is in possession of the gifted property;   | Not Applicable |
|      | g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;                                 | Not Applicable |
|      | h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.  | Not Applicable |
| 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 mortgageable 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?  | Not Applicable |
|     | (a) In case of wills, whether the will is registered will or unregistered will?  | DC.            |
|     | (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?  | Not Applicable |
|     | (c) Whether the property is mutated on the basis of will?  | Not Applicable |
|     | (d) Whether the original will is available?  | Not Applicable |
|     | (e) Whether the original death certificate of the testator is available?   | Not Applicable |
|     | (f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?  | Not Applicable |
|     | (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.) |                |



| 17. | (a) Whether the property is subject to 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/<br>permissions to be obtained for<br>creation of valid mortgage?   | Not Applicable |
|     | 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 permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.   | Not Applicable |
|     | (b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?  | Not Applicable |
|     | (c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed /  | Yes            |



|     | permission obtained.   |  |
|-----|--|--|
| 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.), |  |
| 22. | (a) Whether the property is subject to any pending or proposed land acquisition proceedings?   | Not found  |
|     | (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?   | Litigation is pending; however same is<br>not affecting the title of the builder qua<br>the mortgagor of the Bank. |
|     | (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?  | 0.3  |
|     | (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.   | Not Applicable   |
| 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 hotchpots? Whether formalities for the same have been completed as per applicable laws?  | Not Applicable   |
| 62  | (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, authorisation to create mortgage /execution of documents, Registration of any prior charges with the Company Registrar (ROC),                               | Resolution dated 06/05/2017 passed<br>by M/s. Bellissimo Developers Thane<br>Private Limited                       |



|     | Articles of Association / provision for                            |   |
|-----|--|---|
|     | common seal etc. b) i) Whether the property (to be                 | No  |
|     | mortgaged) is purchased by the                                     |   |
|     | above Company from any other<br>Company or Limited Liability       |   |
|     | Partnership (LLP) firm? Yes / No.                                  |   |
|     | ii) If yes, whether the search of                                  | Not applicable  |
|     | 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)?  |   |
|     | iii) Whether the above search of                                   | No  |
|     | charges reveals .any prior   |   |
|     | charges/encumbrances, on the                                       |   |
|     | property (proposed to be mortgaged) created by the vendor company  |   |
|     | (seller)? Yes / No.  | 0   |
|     | iv) If the search reveals  | Not applicable  |
|     | encumbrances / charges, whether                                    |   |
|     | such charges/encumbrances have                                     |   |
| 26. | been satisfied? Yes/No In case of Societies, Association, the      | Net A 12 11   |
| 20, | required authority/power to  | Not Applicable  |
|     | borrower and whether the mortgage                                  |   |
|     | can be created, and the requisite resolutions, bye-laws.           |   |
| 27. | a) Whether any POA is involved in                                  | Yes   |
|     | the chain of title?  |   |
|     | b) Whether the POA involved is one coupled with interest, i.e. a   | Yes, Special Power of Attorney dated  |
|     | Development Agreement-cum-Power                                    | 22/03/2018 (duly registered with the Sub Registrar's of assurance under SR. |
|     | of Attorney. If so, please clarify                                 | No. BBE-3-2501/2018 dated   |
|     | whether the same is a registered document and hence it has created | 22/03/2018) executed by M/s.  |
|     | an interest in favour of the                                       | Bellissimo Developers Thane Private   |
|     | builder/developer and as such is                                   | Limited in favour of Mr. Surendran  |
|     | irrevocable as per law.  | Nair.   |
|     |  | And   |
|     |  | Special Power of Attorney dated   |
|     |  | 22/03/2018 (duly registered with the  |
|     |  | Sub Registrar's of assurance under SR.                                      |
|     |  | No. BBE-3-2502/2018 dated   |
|     |  | 22/03/2018) executed by M/s. Bellissimo Developers Thane Private            |
|     |  | Demosinio Developers Inane Private  |



|      |  | Limited in favour of Mr. Surendran<br>Nair  |
|------|--|---|
|      | (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's are executed by the duly authorized the director of Builder Company in favour of the power of Attorney holder wherein the powers to sign and execute the Agreement for sale are given. |
|      | (d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.  | Not Applicable  |
|      | (e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.   |   |
|      | i) Whether the original POA is verified and the title investigation is done on the basis of original POA?  | Yes   |
|      | ii) Whether the POA is a registered one?   | Yes   |
|      | iii) Whether the POA is a special or general one?  | Special Power of Attorney   |
|      | iv) Whether the POA contains a specific authority for execution of title document in question?   | Yes   |
|      | (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 subregistrar also?)  | Yes, it is in force.  |
| 3-11 | (g) Please comment on the genuineness of POA?  | POA is genuine & registered instrument  |
|      | (h) The unequivocal opinion on the enforceability and validity of the POA?   | POA is enforceable  |
| 28.  | Whether mortgage is being created<br>by a POA holder, check genuineness<br>of the Power of Attorney and the<br>extent of the powers given therein  | Not Applicable  |



|     | ,   |   |  |  |
|-----|---|---|--|--|
|     | and whether the same is properly  |   |  |  |
|     | executed/ stamped/ authenticated  |   |  |  |
|     | in terms of the Law of the place,   |   |  |  |
|     | where it is executed.   |   |  |  |
| 29. | If the property is a Flat/apartment   | Residential Flat/s  |  |  |
|     | or residential/commercial complex,  | nan n   |  |  |
|     | check and comment on the  |   |  |  |
|     | following:  | g   |  |  |
|     |   |   |  |  |
|     | a) Promoter's/Land owner's title to   | Yes   |  |  |
|     | the land/building;  |   |  |  |
|     | b) Development Agreement/Power of   | Yes   |  |  |
|     | Attorney;   | <u> </u>  |  |  |
|     | c) Extent of authority of the   | To construct and sale the constructed                         |  |  |
|     | Developer/builder;  | flats   |  |  |
|     | d) Independent title verification of  | Yes   |  |  |
|     | [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]   | Tes   |  |  |
|     | the Land and/or building in   | 5   |  |  |
|     | question;   | V   |  |  |
|     | e) Agreement for sale (duly   | Yes   |  |  |
|     | registered);  |   |  |  |
|     | f) Payment of proper stamp duty;  | Yes   |  |  |
|     | g) Requirement of registration of   | No  |  |  |
|     | sale agreement, development   |   |  |  |
|     | agreement, POA, etc.;   | ,   |  |  |
|     | 1 A second of hadden  | Yes   |  |  |
|     | h) Approval of building plan,   | ies   |  |  |
|     | permission of appropriate/local   |   |  |  |
|     | authority, etc.;  |   |  |  |
|     | i) Conveyance in favour of Society/   | Society formed.   |  |  |
|     | Condominium concerned;  | 2   |  |  |
|     | (j) Occupancy Certificate/allotment   | Yes, obtained   |  |  |
|     | letter/letter of possession;  |   |  |  |
|     | (k) Membership details in the   | Bank to obtain as and when issued                             |  |  |
|     | Society etc.;   |   |  |  |
|     | (I) Share Certificates;   | Bank to obtain as and when issued                             |  |  |
|     | (i) Share Certificates,   | Dank to obtain as and when issued                             |  |  |
|     | (m) No Objection Letter from the  | Bank to obtain the same from society                          |  |  |
|     | Society/Builder   | Dank to obtain the same from society                          |  |  |
|     | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1   | Not Applicable  |  |  |
|     | (n) All legal requirements under the  | Not Applicable  |  |  |
|     | local/Municipal laws, regarding   | 1   |  |  |
|     |   |   |  |  |
|     | ownership of flats/ Building  |   |  |  |
|     | Regulations, Development  | a a   |  |  |
|     | Regulations, Development<br>Control Regulations, Co-operative   | i a   |  |  |
|     | Regulations, Development<br>Control Regulations, Co-operative<br>Societies' Laws etc.;  |   |  |  |
|     | Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;  (o) Requirements, for noting the  | 97. 950   |  |  |
|     | Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;  (o) Requirements, for noting the Bank charges on the records of   | Yes, the charge of the bank should be noted with the society. |  |  |
|     | Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;  (o) Requirements, for noting the  | 97. 950   |  |  |
|     | Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;  (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;                                      | noted with the society.                                       |  |  |
|     | Regulations, Development Control Regulations, Co-operative Societies Laws etc.;  (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;  (p) If the property is a vacant land | Yes, the charge of the bank should be noted with the society. |  |  |
|     | Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;  (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;                                      | noted with the society.                                       |  |  |



|     | (q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.  | Yes  |  |  |
|-----|--|--|--|--|
| 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.     | The land is mortgage with Union Bank of India (Builder's Loan) and Piramal Capital and Housing Finance Ltd.,  (Purchaser's Loan) |  |  |
| 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. | 1991 to 2020   |  |  |
| 32. | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?   | ory<br>l if  |  |  |
| 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.   |  |  |  |
| 35. | Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?  | Not Applicable   |  |  |
| 36. | a) Whether the property offered as security is clearly demarcated?   | Yes  |  |  |
|     | b) Whether the demarcation/<br>partition of the property is legally<br>valid?  | Yes  |  |  |
|     | 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;   | Not Applicable   |  |  |
|     | b) Document in relation to water connection;   | Not Applicable   |  |  |
|     | c) Document in relation to Sales Tax<br>Registration, if any applicable;   | Not 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  | No             |  |
|-----|---|----------------|--|
|     | documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.  |                |  |
| 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.                               | Not provided   |  |
| 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 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. | Not Applicable |  |
| 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 Bank/ ensuring the perfection of security.  |                |  |



|     |   | secured by such deed does not exceed Rs.5/-Lakhs and Rs.2/- for every Rs.1,000/- or part thereof for the amount secured by such deed is exceed Rs. 5/- Lacks.  Before sanctioning the said loan, to the prospective purchaser/borrower the Bank should ascertain the existence and present status of the said Flat/ Building.  Before disbursal of the loan kindly cross verify Noc-cum-Mortgage Noting Letter issued by the Builders.  In View of the various fraudulent instants, it is noticed that the borrowers/guarantor present original title document alongwith the proposal, however at the time of creation of mortgage borrower/ guarantors deposit colour/ fabricated/ forged title deeds, in the above backdrop bank is advised to kindly verify the genuineness of the Title Deed. |
|-----|---|---|
| 46  | The specific persons who are required to create mortgage/to | MR. GITESH TIWARI.  |
|     | required to create mortgage/to deposit documents creating   | 8   |
|     | mortgage.   |   |
| 47. | Whether the Real Estate Project                             | Yes   |
|     | comes under Real Estate (Regulation and Development) Act,   |   |
|     | 2016?   |   |

| Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,   | Registration No. P51700001065 |
|---|-------------------------------|
| Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?   | Not yet                       |
| 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 verified                  |

Dated this 23rd day of January, 2020 at Mumbai

SSP Legal (Partner)

#### CERTIFICATE OF TITLE

I have examined the Copies of the title deeds which are intended to be deposited relating to the schedule property 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:

- 1. 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.
- 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.
- 3. 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.
- 4. There is prior Mortgage/ Charges/encumbrances of Union Bank of India (Builder' Loan) and Piramal Capital and Housing Finance Ltd., (Purchaser's Loan), as could be seen from the Encumbrance Certificate for the period from 1991 to 23/01/2020 pertaining to the Immovable Property covered by above said Title Deeds. Apart from the abovesaid charge of Union Bank of India (Builder' Loan) and Piramal Capital and Housing Finance Ltd., (Purchaser's Loan), the said property is free from all encumbrances.
- 5. 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. **Not applicable.**



- 6. Minor/(s) and his/ their interest in the property/(ies) is to the extent of... Not Applicable.
- 7. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower MR. GITESH TIWARI, Subject to charge of **Union Bank of India** and subject to repayment of **Piramal Capital and Housing Finance** Ltd.
- 8. We certify that MR. GITESH TIWARI has the absolute, clear and Marketable title over the Schedule property. We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable. Subject to charge of **Union Bank of India** and Subject to repayment of **Piramal Capital and Housing Finance Ltd.**
- 9. It is certified that the property is SARFAESI compliant.

In case of creation of Mortgage by Deposit original title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage.

|              | 1.           | 04/08/2018 | Agreement to Sell dated 04/08/2018 (executed  | Original |
|--------------|--------------|------------|---|----------|
|              |              | 1 2 2      | on Stamp Duty of Rs. 4,25,500/- under the     |          |
|              | 330          |            | provision of Stamp Act, 1958 and duly         |          |
|              |              |            | registered with the Sub Registrar's of        |          |
|              |              |            | assurance under Sr. No. TNN-2/10738/2018      |          |
| K            |              |            | on 04/08/2018 by paying registration fee of   |          |
|              |              |            | Rs. 30,000/-) entered between M/s. Bellissimo |          |
|              |              |            | Developers Thane Private Limited, as          |          |
|              |              |            | (Company) of the one part and MR. GITESH      |          |
|              |              |            | TIWARI, as (Purchaser) of the other part      |          |
|              | 2.           | 04/08/2018 | Registration Receipt No. 14797 dated          | Original |
|              |              |            | 04/08/2018 for Rs. 32,560/- issued by Sub     |          |
| $\vee$       |              | į          | Registrar's office Thane – 2                  |          |
|              | 3.           | 31/07/2018 | E Challan dated 31/07/2018 for Rs.            | Original |
|              |              |            | 4,25,500/- & Rs. 30,000/- issued by IDBI      |          |
| ~            |              | i i        | Bank towards the stamp duty & registration    |          |
|              | /            |            | fee   |          |
| 200          | /4.          | 04/08/2018 | Index II dated 04/08/2018 issued by Sub       | Original |
| $\checkmark$ |              |            | Registrar's office Thane - 2 in respect of    |          |
|              | Committee of |            |   |          |



|    | Agreement for sale dated 04/08/2018.   |          |
|----|--|----------|
| 5. | No Dues Certificate issued by Piramal Capital and Housing Finance Ltd., in respect of Flat No. 1805.   | Original |
| 6. | Release Charge Letter issued by Union Bank of India in respect of Flat No. 1805.   | Original |
| 7. | No objection Certificate issued by M/s.  Bellissimo Developers Thane Private Limited in favour of State Bank of India in respect of Flat  No. 1805 | Original |
| 8. | Payment Receipts issued by Builders towards the full consideration amount as per agreement.  | Original |

There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

# SCHEDULE OF THE PROPERTY

Flat No. 1805, admg 434 sq. ft., and 40.32 sq. mtrs., Net Area (Carpet area+ EBVT Area), on 18th Floor, along with 1 (One) Car Parking Space, in the building No. W12, known as "LODHA AMARA - TOWER 1-5, 7-19", now society known as "Case Sereno A To E Co-op. Hsg. Soc. Ltd", situate at Balkum, Thane (West) 400607, situated at NA land bearing Survey No. 59/1(P), 60 (P), 61 (P), 62 (P), 63/1 (P), 63/10 A(P), 63/2 (P), 63/3 (P), 63/4 (P), 63/5 (P), 63/6 (P), 63/7 (P), 63/8 (P), 63/9 (P), 64/1 (P), 64/2 (P), 64/3 (P), 64/4 (P), 64/5 (P), 64/6 (P), 64/7 (P), 64/8 (P), 64/9 (P), 65/1 (P), 65/2, 65/3 (P), 65/4 (P), 65/5 (P), 66 (P), 68/2 (P), 69/1 (P), 69/2 (P), 69/3 (P), 69/4 (P), 69/5 (P), 69/6 (P), 70/1 (P), 70/2 (P), 70/3 (P), 70/4 (P), 70/06 (P), 70/8 (P), 70/9 (P) of Village Balkum, Taluka & District Thane, within the Registration District and Sub-District of Thane and within the Municipal Limits of Thane Municipal Corporation.

Dated this 23rd day of January, 2020 at Mumbai

SSP Legal (Partner)

#### ANNEXURE - 1

#### FLOW OF TITLE

1.

It is observed from the documents produced before us that Agricultural land Plot C-1, New Survey No. 50/13 adm. 230 sq. mtr., New Survey No. 51/2 adm. 430 sq. mtr., New Survey No. 51/3 adm. 101.16 sq. mtr., New Survey No. 52/2 adm. 1140 sq. mtr., New Survey No. 52/6 adm. 1112.84 sq. mtr., of Village Kolshet and New Survey No. 59/1 and 61 adm. 3540.88 sq. mtr., New Survey No. 62 adm. 22562 sq. mtr., New Survey No. 63/1 adm. 1520 sq. mtr., New Survey No. 63/2 adm. 961.09 sq. mtr., New Survey No. 63/3 adm. 2230 sq. mtr., New Survey No. 63/4, adm. 3363.83 sq. mtr., New Survey No. 63/5 adm. 1240 sq. mtr., Survey No. 63/6 adm. 760 sq. mtr., New Survey No. 63/7 adm. 1365.76 sq. mtr., New Survey No. 63/8 adm. 1850 sq. mtr., New Survey No. 64/1 adm. 1315.18 sq. mtr., New Survey No. 64/2 adm. 6904.71 sq. mtr., New Survey No. 64/3 adm. 2440 sq. mtr., New Survey No. 64/4 adm. 1900 sq. mtr., New Survey No. 64/5 adm. 1871.6 sq. mtr., New Survey No. 64/6 adm. 1745.14 sq. mtr., New Survey No. 64/7 adm. 860 sq. mtr., New Survey No. 64/8 adm. 1720 sq. mtr., New Survey No. 64/9 adm. 80 sq. mtr., New Survey No. 65/1 adm. 6700 sq. mtr., New Survey No. 65/4 adm. 151.75 sq. mtr. & 65/4 adm. 261.16 sq. mtr., New Survey No. 65/5 adm. 2023.36 sq. mtr., New Survey No. 68/2 adm. 4957.58 sq. mtr., & New Survey No. 68/2 adm. 5058.75 sq. mtr., New Survey No. 69/1 adm. 4200 sq. mtr., New Survey No. 69/2 adm. 3390 sq. mtr., New Survey No. 69/3 adm. 4710 sq. mtr., of Village Balkum & New Survey No. 60 adm. 809.36 sq. mtr., New Survey No. 65/2 adm. 700 sq. mtr., New Survey No. 65/3 adm. 1720 sq. mtr., New Survey No. 65/4 adm. 261.16 sq. mtr., New Survey No. 68/2 adm. 5058.75 sq. mtr., New Survey No. 69/6 adm. 607 sq. mtr., New Survey No. 70/1 adm. 2276.44 sq. mtr., New Survey No. 70/2 adm. 1770.44 sq. mtr., New Survey No. 70/3 adm. 80 sq. mtr., New Survey No. 70/4 adm. 1190 sq. mtr., New Survey No. 70/6 adm. 4530 sq. mtr., of Village Balkum, Tal. & District Thane in the Registration District and Sub-District of Thane within the limits of Thane Municipal Corporation. (hereinafter referred to as the said "LARGER PROPERTY") owned by M/s. Clariant Chemicals (India) Ltd. [Formerly known as M/s. Sandoz products Ltd. | and it was the owner of the said larger property, since 1973 (hereinafter referred to as the said Owner).



- Pursuant to the resolution and approval from the Government the name of M/s. Sandoz Products Ltd. was changed to M/s. Sandoz India Limited on 13/06/1961.
- 3. By an Order dated 26/02/1996 of the Bombay High Court, in Company Petition No. 511 of 1995 on sanction of scheme of arrangement the Sandoz India Ltd. became Clariant (India) Ltd. and a fresh Certificate of Incorporation No. 11-5454 dated 24/03/1996 was issued in respect thereof.
- 4. By an Order dated 24/02/2006 read with Order dated 17/03/2006, of the Bombay High Court, in Company Petition No. 902 of 2005 connected with Company Application No. 698 of 2005 for sanction of a scheme of amalgamation Clariant (India) Ltd., Vanavil Dyes & Chemicals Ltd., BTP (India) Private Limited, Kundalika Investments Ltd. amalgamated with Colour-Chem Ltd. in terms of the scheme the name of the Colour Chem Limited has been changed to M/s. Clariant Chemicals (India) Ltd.
- The 7/12 Extract in respect of the said Property bears the name of the said M/s. Clariant Chemicals (India) Ltd. as the Owners thereof.
- By a Lease Agreement dated 17/04/2003 (duly registered with the Sub 6. Registrar of Assurance under Sr. No. TNN-5-2376/2003 dated 17/04/2003) entered between Senior Superintendent Post Office, Thane Central Division on behalf of President of India of one part and M/s. Clariant Chemicals (India) Ltd. of the other part, the said Clariant demised the premises known as "Sandoz Baug Post Office" situate at Kolshet Road, Sandoz Baug, Thane 400 607 standing on a portion of the said property bearing Survey No. 55 Hissa No. 7 (part), 12 & 13 village Kolshet admeasuring 6860 sq. ft. and plinth area 1050 sq. mtrs. The Company has informed that the aforesaid Lease Agreement dated 17/04/2003 has expired on 23/04/2003. M/s. Clariant Chemicals (India) Ltd. has by vide various letters requested the Senior Superintendent Post Office Thane Central Division to vacate the Post Office. However, the Senior Superintendent Post Office Thane Central Division continues to conduct the Post Office from the said Premises and has not vacated the said Post Office till date.
- Thereafter, by an Agreement dated 15/04/2014, the said M/s. Clariant Chemicals (India) Ltd. agreed to sell transfer and convey in favour of the M/s.



Ishwer Realty and Technologies Pvt. Ltd. the said Freehold Lands for the consideration and on the terms and conditions contained therein.

- 8. Thereafter, by an Agreement dated 15/04/2014 the said M/s. Clariant Chemicals (India) Ltd. agreed to sell, transfer and convey in favour of the M/s. Ishwer Realty and Technologies Pvt. Ltd. the said Sanad Lands for the consideration and on the terms and conditions set out therein.
- 9. By a Power of Attorney dated 15/04/2014 executed by M/s. Clariant Chemicals (India) Ltd. in favour of M/s. Ishwer Realty and Technologies Pvt. Ltd. conferring upon them powers and authorities to represent them before the revenue and other statutory authorities and do all and any acts, matters, deeds and things for mutations in revenue records as well as for obtaining requisite permissions in furtherance of transfer and development of the said property.
- 10. By and under No Objection Letter dated 25/08/2014, the said Labour Commissioner has issued a certificate stating therein that there are no legal dues payable to the labourers/employees by M/s. Clariant Chemicals (India) Ltd. with that view, M/s. Clariant Chemicals (India) Ltd. is permitted to sale, transfer, and /or develop the said property.
- 11. By an Order dated 18/06/2014 passed by Hon'ble Revenue Minister in the matter identified as Land No.2714/Chapter No. 272 -J4, it is inter alia ordered that the said M/s. Clariant Chemicals (India) Ltd. is allowed to deal with the said property including development right thereof to prospective purchaser/developer particularly the M/s. Ishwer Realty and Technologies Pvt. Ltd. with further direction to collector Thane in connection therewith.
- 12. Thereafter by an Agreement to sell dated 31/12/2014 (duly registered with the sub-registrar of assurances at Thane under Serial No. TNN 9 8374/2014 dated 01/01/2015) along with Power of Attorney dated 31/12/2014 (duly registered with the Sub Registrar of Assurance under Sr. No. TNN-9-8375/2014) entered into between M/s. Clariant Chemicals (India) Ltd. (Owner) and M/s. Ishwer Realty and Technologies Pvt. Ltd. (Builder) of the other Part the said Owner have agreed to sell the property bearing New Survey No. 50/13 New Survey No. 51/2 New Survey No. 51/3 New Survey No. 52/2 New Survey No. 52/6 of Village Kolshet and New Survey No. 61, New Survey No. 62, New Survey No. 63/1, New Survey No. 63/2,



New Survey No. 63/3, New Survey No. 63/4, New Survey No. 63/5, New Survey No. 63/6, New Survey No. 63/7, New Survey No. 63/8, New Survey No. 64/1, New Survey No. 64/2, New Survey No. 64/3, New Survey No. 64/4, New Survey No. 64/5, New Survey No. 64/6, New Survey No. 64/7, New Survey No. 64/8, New Survey No. 64/9 New Survey No. 65/1, New Survey No. 65/4 & 65/4, New Survey No. 65/5 New Survey No. 68/2 & New Survey No. 68/2, New Survey No. 69/1, New Survey No. 69/2, New Survey No. 69/3 of Village Balkum (hereinafter called as subject property) to Builder on the terms and conditions contained therein.

- 13. Thereafter by an Agreement to sell dated 31/12/2014 (duly registered with the sub-registrar of assurances at Thane under Serial No. TNN 9 8377/2014 dated 01/01/2015) along with Power of Attorney dated 31/12/2014 (duly registered with the Sub Registrar of Assurance under Sr. No. TNN-9-8378/2014) entered into between M/s. Clariant Chemicals (India) Ltd. (Owner) and M/s. Ishwer Realty and Technologies Pvt. Ltd. (Builder) of the other Part the said Owner have agreed to sell and transferred the property New Survey No. 60, New Survey No. 65/2, New Survey No. 65/3, New Survey No. 65/4, New Survey No. 68/2, New Survey No. 69/6, New Survey No. 70/1, New Survey No. 70/2, New Survey No. 70/3, New Survey No. 70/4, New Survey No. 70/6 of Village Balkum (hereinafter called as subject property) to Builder on the terms and conditions contained therein.
- 14. Thereafter by a Deed of Conveyance dated 13/03/2015 (duly registered with the Sub-Registrar of assurances at Thane under Sr. No.TNN-9/1794/2015 dated 13/03/2015) entered into between M/s. Clariant Chemicals (India) Pvt. Ltd. (Owner) and M/s. Ishwer Realty and Technologies Pvt. Ltd. (Builder) of the Other Part the said Owner have sold, conveyed and transferred the abovesaid property (hereinafter called as subject property) to Builder on the terms and conditions contained therein.
- 15. Thereafter, Deed of Conveyance dated 13/03/2015 (duly registered with the Sub-registrar of assurances at registered at Serial No. TNN 9 –1796/2015 dated 13/03/2015) entered into between M/s. Clariant Chemicals (India) Pvt. Ltd. (Owners) and M/s. Ishwer Realty and Technologies Pvt. Ltd. (Builder) of the other Part—the said Owners sold, conveyed and transferred the said property (hereinafter called as subject property) to Builder on the terms and conditions contained therein.



- The Collector of Thane issued N. A. Permission No. Mahasul/K-1/Transfer Permission/SR/ 01/2015 dated 10/03/2015 converted the said Property into NA users.
- 17. The Additional Collector & Competent Authority vide it's letter dated 12/03/2015 bearing No.ULC/TA/ATP/AU/SEC.20/SR GAD/338/62 in respect of the said Property.
- 18. The certificate dated 17/04/2017 issued by the Government of India, Ministry of Corporate Affairs. It is certified that the name of Ishwar Realty and Technologies Pvt. Ltd. has been now changed to Lodha Developers Thane Pvt. Ltd.
- 19. The certificate dated 17/01/2018 issued by the Government of India, Ministry of Corporate Affairs. It is certified that the name of Lodha Developers Thane Pvt. Ltd. (Lodha Realty and Technologies Private Ltd.) has been now changed to Bellissimo Developers Thane Pvt. Ltd.
- 20. Thus, M/s. Bellissimo Developers Thane Pvt. Ltd. (herein after called as "Builders") have become entitled to develop the said subject property and to construct the Building/s thereon, to sell the Flat/s in the said Building, to receive consideration, admit execution etc.
- 21. Mr. Pradip Garach, Advocate High Court vide their Title Certificate dated 27/09/2017 have stated that they have investigated the title of the said Property and finally certified that the title to the said Property is in favour of the said Builders is clear, marketable and free from encumbrances.
- 22. The Builders have got the Building Plans sanctioned and approved from Thane Municipal Corporation issued Commencement Certificate bearing No. VP No. S05/0083/14 TMC/TDD /1381/15 dated 25/03/2015 and Amended Commencement Certificate bearing No. VP No. S05/0083/14 TMC/TDD/2142/17 dated 12/04/2017 and Amended Commencement Certificate bearing No. VP No. S05/0083/14 TMC/TDD/2278/17 dated 10/08/2017 and Amended Commencement Certificate bearing No. VP No. S05/0083/14 TMC/TDD/2486/1 dated 20/01/2018 and have started constructing a residential buildings known as "LODHA AMARA - TOWER 1-5, 7-19. Occupation Certificate issued by Thane Municipal Corporation, Thane, bearing no. S05/0083/14 TMC/TDD/OCC/0453/18 on 24/01/2018



comprising Building on Plot - C- Building No. W-1 to W5 & W7 to W16, (Ground plus 27th Floors) having self contained Residential Flats.

- 23. The Builders are selling the Flats in the said Building to various persons on Ownership basis under the provisions of MOF Act, 1963 with an ultimate view to form and register a Co-operative Housing Society in respect of the said Building/s under the provisions of MCS Act, 1960, and finally to convey the land to such registered Society.
- 24. Thereafter by an Agreement to Sell dated 04/08/2018 (executed on Stamp Duty of Rs. 4,25,500/- under the provision of Stamp Act, 1958 and duly registered with the Sub Registrar's of assurance under Sr. No. TNN-2/10738/2018 on 04/08/2018 by paying registration fee of Rs. 30,000/-) entered between M/s. Bellissimo Developers Thane Private Limited, as (Company) of the one part and MR. GITESH TIWARI, as (Purchaser) of the other part, the Company have agreed to sell and the Purchasers have purchase Flat No. 1805, admg 434 sq. ft., and 40.32 sq. mtrs., Net Area (Carpet area+ EBVT Area), on 18th Floor, along with 1 (One) Car Parking Space, in the building No. W12, known as "LODHA AMARA TOWER 1-5, 7-19", situate at Balkum, Thane (West) 400607 (hereinafter referred to as the said Flat) for a total consideration of Rs. 70,90,096/- and on the terms and conditions more particularly contained therein.
- 25. Index II dated 04/08/2018 issued by Sub Registrar's office Thane 2 in respect of Agreement for sale dated 04/08/2018.
- 26. Thereafter a Co-operative Housing Society has been formed and registered in respect of the said Building in the name and style of "CASE SERENO A TO E CO-OP. HSG. SOC. LTD" (hereinafter called as "the said Society") bearing Registration No. TNA/(TNA)/HSG/TC/31309 on 05/10/2018, under the provisions of MCS Act, 1960 and that the said Society has admitted Mr. Gitesh Tiwari as its members however, it is informed that till society has not issued Share Certificate to its members.
- 27. It is observed from the search report submitted by our search clerk that, the builders have availed certain credit facility from IDBI Trusteeship Service Pvt. Ltd. by mortgaging the said property vide Deed of Mortgage dated 15/04/2015 registered with the Sub-Registrar of Thane under Sr. No. TNN 9 2597/2015 Dated 15/04/2015 to secure loan amount availed by them.



- 28. Upon perusal of the abovesaid Indenture of Mortgage we find that Union Bank of India, Bank of Baroda, Bank of Maharashtra, Central Bank of India, Andhra Bank, Dena Bank, State Bank of Hyderabad & State Bank of Patiala consortium (term lender) appointed IL&FS Trust Company Limited as a Security Trustee in respect of the Securities (properties) created in favour of Security Trustee under Security Trustee Agreement dated 10/03/2015.
- 29. The above Team Lender sanctioned their credit facility as per the sanctioned letter as under:
  - i| Union Bank of India vide sanctioned letter dated 11/12/2014 bearing No. IFB/ADV/VS/1725/2014.
  - ii] Bank of Baroda vide sanctioned letter dated 04/12/2014 bearing No. Vp road/Adv/2013 14/35
  - iii Bank of Maharashtra vide sanctioned letter dated 04/02/2015 bearing No. AY39/ADV/IRTPL/2014 15
  - iv] Central Bank of India vide sanctioned letter dated 08/12/2014 bearing No. CO/CR/IR/RS/2014 15/1876
  - v| Andhra Bank vide sanctioned letter dated 20/12/2014 bearing No. 0627/01/260/871
  - vi] Dena Bank vide sanctioned letter dated 02/01/2015 bearing No. DB/IFB/TL/Ishwer/03/2014 15
  - vii| State Bank of Hyderabad vide sanctioned letter dated 11/12/2014 bearing No. F/ASV/AMT-III/2188
  - viii] State Bank of Patiala vide sanctioned letter dated 09/12/2014 bearing No. AMT-III/1029 & Supplementary Letter of Sanction dated 27-01-2015 AMT-III/1183.
- 30. In the abovesaid sanction letters which were annexed to the abovesaid Indenture of Mortgage Deed the above said Banks authorized Union Bank of India to issue No Objection Certificate for Sale and Release of charge over the units/flats mortgaged infavour of Security Trustee (on behalf of Consortium Lenders".

2

- 31. It is observed from the RERA side, there are certain litigation pending, however, in the said litigations there are no adverse orders have been passed, thereby restraining the builder/developer from selling and enter into Agreement for sale with the prospective purchasers. We are of the prima facia opinion that the aforesaid litigation will not harm right title and interest of the borrower/mortgagor.
- 32. It is observed that MR. GITESH TIWARI has availed the certain credit facility from **Piramal Capital and Housing Finance** by Mortgaging the said Flat vide Notice of Intimation Regarding Mortgage by way of Deposit of Title Deed dated 28/08/2018 duly registered with the Sub-Registrar office at Thane under serial No. TNN-1/3041/2018 on 10/09/2018 and now they wish to repay the said Loan by availing the Fresh Loan from your Bank.

Dated this 23rd day of January, 2020 at Mumbai

SSP Legal (Partner)

# SEARCH REPORT

23rd January 2020

To,

S. S. P. Legal

High Court Mumbai

Sub:- Being Flat No. 1805, admeasuring 44.35 square meters area, on 18th Floor, in the building No. W-12 known as "LODHA AMARA" Situate at bearing Survey No. 59/1(P), 60 (P), 61 (P), 62 (P), 63/1 (P), 63/10 A(P), 63/2 (P), 63/3 (P), 63/4 (P), 63/5 (P), 63/6 (P), 63/7 (P), 63/8 (P), 63/9 (P), 64/1 (P), 64/2 (P), 64/3 (P), 64/4 (P), 64/5 (P), 64/6 (P), 64/7 (P), 64/8 (P), 64/9 (P), 65/1 (P), 65/2, 65/3 (P), 65/4 (P), 65/5 (P), 66 (P), 68/2 (P), 69/1 (P), 69/2 (P), 69/3 (P), 69/4 (P), 69/5 (P), 69/6 (P), 70/1 (P), 70/2 (P), 70/3 (P), 70/4 (P), 70/06 (P), 70/8 (P), 70/9 (P) of Village Balkum, Taluka Thane & within the Registration District & Sub-District of Thane and belonging to

Mr. Gitesh Tiwari

As per your instruction I have taken search for the period of 1991 to 2020 (30 years) in the S.R.O., Thane -1, 2, 3, 5 & 9 enclosed here with bearing Search Receipt No. /2020 Dated- /

SEARCH REPORT FROM 1991 TO 2020 (IN THE S. R. O. OF THANE -1, 2, 5 & (COMPUTER RECORD FROM 2002 to 2020)

1991

/2020

- Some Pages Torn

1998

1999

To }-Index ii Send for Data Entry

2001

# COMPUTER RECORD FROM 2002 TO 2020 IN THE S.R.O. OF THANE-1, 2, 3 & 5

2002 -Mixed Pages Index

2003 -Mixed Pages Index

2004 - Mixed Pages Index

2005 -Mixed Pages Index

2006 - Mixed Pages Index

2007 - Mixed Pages Index

2008 -Mixed Pages Index

2009 - Mixed Pages Index

2010 -Mixed Pages Index

2011 -Mixed Pages Index

2012 - Mixed Pages Index

2013 -Mixed Pages Index

2014 -Entry

# ENTRY FOR THE YEAR 2014 AS PER MIXED PAGES INDEX

#### Agreement for Sale

Agreement Value : Rs. 3, 86, 57, 00, 000/-

I.r.o. Bearing New Survey No. 50/13 New Survey No. 51/2 New Survey No. 51/3 New Survey No. 52/2 New Survey No. 52/6 of Village Kolshet and New Survey No. 61, New Survey No. 62, New Survey No. 63/1, New Survey No. 63/2, New Survey No. 63/3, New Survey No. 63/4, New Survey No. 63/5, New Survey No. 63/6, New Survey No. 63/7, New Survey No. 63/8, New Survey No. 64/1, New Survey No. 64/2, New Survey No. 64/3, New Survey No. 64/4, New Survey No. 64/5, New Survey No. 64/6, New Survey No. 64/7, New Survey No. 64/8, New Survey No. 64/9 New Survey No. 65/1, New Survey No. 65/4 & 65/4, New Survey No. 65/5 New Survey No. 68/2 & New Survey No. 68/2, New Survey No. 69/1, New Survey No. 69/2, New Survey No. 69/3 of Village Balkum

Name of the Party: M/s. Clariant Chemicals (India) Ltd.

To

M/s. Ishwer Realty & Technologies Pvt. Ltd

Execution Date :

31/12/2014

Registration Date:

31/12/2014

Registration No

TNN-9/8374/2014

# ENTRY FOR THE YEAR 2014 AS PER MIXED PAGES INDEX

## Agreement for Sale

Agreement Value

: Rs. 7, 15, 93, 00, 000/-

I.r.o. Bearing New Survey No. 60, New Survey No 65/2, New Survey No. 65/3, New Survey No. 65/4, New Survey No. 68/2, New Survey No. 69/6, New Survey No. 70/1, New Survey No. 70/2, New Survey No. 70/3, New Survey No. 70/4, New Survey No. 70/6 of Village Balkum

Name of the Party:

M/s. Clariant Chemicals (India) Limited

To

M/s. Ishwer Realty & Technologies Pvt. Ltd

Execution Date

31/12/2014

Registration Date

01/01/2015

Registration No

TNN-9/8377/2014

2015 - Entry

# ENTRY FOR THE YEAR 2015 AS PER MIXED PAGES INDEX

## Deed of Conveyance

Agreement Value

: Rs. 3, 86, 57, 00, 000/-

I.r.o. as per the Document No TNN-9/8374/2014 Bearing New Survey No. 50/13 New Survey No. 51/2 New Survey No. 51/3 New Survey No. 52/2 New Survey No. 52/6 of Village Kolshet and New Survey No. 61, New Survey No. 62, New Survey No. 63/1, New Survey No. 63/2, New Survey No. 63/3, New Survey No. 63/4, New Survey No. 63/5, New Survey No. 63/6, New Survey No. 63/7, New Survey No. 63/8, New Survey No. 64/1, New Survey No. 64/2, New Survey No. 64/3, New Survey No. 64/4, New Survey No. 64/5, New Survey No. 64/6, New Survey No. 64/7, New Survey No. 64/8, New Survey No. 64/9 New Survey No. 65/1, New Survey No. 65/4 & 65/4, New Survey No. 65/5 New Survey No. 68/2 & New Survey No. 68/2, New Survey No. 69/1, New Survey No. 69/2, New Survey No. 69/3 of Village Balkum

Name of the Party:

M/s. Clariant Chemicals (India) Ltd.

To

M/s. Ishwer Realty & Technologies Pvt. Ltd

Execution Date

13/03/2015

Registration Date :

13/03/2015

Registration No

TNN-9/1794/2015

#### ENTRY FOR THE YEAR 2015 AS PER MIXED PAGES INDEX

## Deed of Conveyance

Agreement Value

: Rs. 1/-

I.r.o. as per the Document No TNN-9/8377/2014 Bearing New Survey No. 60, New Survey No. 65/2, New Survey No. 65/3, New Survey No. 65/4, New Survey No. 68/2, New Survey No. 69/6, New Survey No. 70/1, New Survey No. 70/2, New Survey No. 70/3, New Survey No. 70/4, New Survey No. 70/6 of Village Balkum

Name of the Party:

M/s. Clariant Chemicals (India) Ltd.

To

M/s. Ishwer Realty & Technologies Pvt. Ltd

Execution Date

13/03/2015

Registration Date

13/03/2015

Registration No

TNN-9/1796/2015

# ENTRY FOR THE YEAR 2015 AS PER MIXED PAGES INDEX

# Deed of Mortgage

Agreement Value

: Rs. 14, 00, 00, 00, 000/-

I.r.o. Bearing Survey No. 59/1part & Ors Survey No. of village Balkum & Survey No. 49/1/C/part, of Village Kolshet, admeasuring about 113482. Sq. mtrs

Name of the Party:

M/s. Ishwer Realty & Technologies Pvt. Ltd

To

IDBI Trusty Ship Services Limited

Execution Date

15/04/2015

Registration Date

15/04/2015

Registration No

TNN-9/2597/2015

2016 -Mixed Pages Index

2017 -Mixed Pages Index

2018 -Entry As per the Loose Pages Index (Record Not Available for Search)

#### ENTRY FOR THE YEAR 2018 AS PER MIXED PAGES INDEX

# Agreement for Sale

Agreement Value

Rs. 70, 90, 096/-

I.r.o. Being Flat No. 1805, admeasuring 44.35 square meters area, on 18th Floor, in the building No. W-12 known as "LODHA AMARA" Situate at bearing Survey No. 59/1(P), 60 (P), 61 (P), 62 (P), 63/1 (P), 63/10 A(P), 63/2

(P), 63/3 (P), 63/4 (P), 63/5 (P), 63/6 (P), 63/7 (P), 63/8 (P), 63/9 (P), 64/1 (P), 64/2 (P), 64/3 (P), 64/4 (P), 64/5 (P), 64/6 (P), 64/7 (P), 64/8 (P), 64/9 (P), 65/1 (P), 65/2, 65/3 (P), 65/4 (P), 65/5 (P), 66 (P), 68/2 (P), 69/1 (P), 69/2 (P), 69/3 (P), 69/4 (P), 69/5 (P), 69/6 (P), 70/1 (P), 70/2 (P), 70/3 (P), 70/4 (P), 70/06 (P), 70/8 (P), 70/9 (P) of Village Balkum,

Name of the Party:

M/s. Bellissimo Developers Thane Private Limited

To

Mr. Gitesh Tiwari

Execution Date

04/08/2018

Registration Date

04/08/2018

Registration No

TNN-2/10738/2018

### ENTRY FOR THE YEAR 2018 AS PER MIXED PAGES INDEX

#### Notice of Intimation

Loan Amount

Rs. 69, 00, 452/-

I.r.o. Being **Flat No. 1805**, admeasuring 44.35 square meters area, on 18<sup>th</sup> Floor, in the building No. **W-12** known as "**LODHA AMARA**" Situate at bearing Survey No. 59/1(P), 60 (P), 61 (P), & Ors of **Village Balkum**,

Name of the Party:

Gitesh Tiwari

To

Piramal Capital & Housing Finance

Date of Mortgage

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28/08/2018

Date of Filing

10/09/2018

Filing No

TNN-1/3041/2018

2019 -As per the Loose Pages Index (Record Not Available for Search)

2020 - As per the Loose Pages Index (Record Not Available for Search)

Yours Truly

Search Clerk (S. S. Ghagare)