

**Ado. Trimbak R. Chavan**

B.COM, PGDPM, DIP. A., DIP. S.P., LLB, CAIIB

ADVOCATE HIGH COURT, MUMBAI

Panel Advocate : State Bank Of India



ADVOCATE

MUMBAI OFF. : D-202, Shiv Kalpataru Arcade 4  
CHS. Ltd., Stn. Road, Mansrovar, Kamothe - 410209.

PUNE OFF. : C/o. Rajan Ambekar, Flat No. 07, 3rd  
Flr., Kalagraha Apts., CTS. No.1350 / 51, Sadashiv  
Peth, Near Chimnya Ganapati, Pune - 411030.

NASHIK OFF.: 5, Sai Vilas Park, Vidhate Nagar,  
Pakhhal Road, Nashik- 422006.

● Mob. : +91 98692 76592 / 91375 89322

● E-mail : trimbakc1958@gmail.com

To,

Date : 07 / 11 / 2020

The Asst. General Manager / Chief Manager,  
State Bank Of India,  
RASMECCC : PANVEL, NAVI MUMBAI

Loan A/c No. :

3 9 0 8 7 4 1 2 3 0 3

File No.:

0 0 3 6 1 3

Dear Sir,

**VERIFICATION & CONFIRMATION OF TITLE DEEDS**

I undersigned have verified all the Title Deeds and others relevant documents listed in TVSR  
for creation of EM in respect of housing Loan Account in the name/s of

1) Mr. Brijesh Jwalaprasad Vishwakarma.

**SCHEDULE OF PROPERTY**

The Property is situated at village Karanjade, Tal. Panvel, Dist. Raigad.  
Bearing CTS no./Survey no./Plot No. A - 103, Sector - 6.

Sale Deed dt. 16/12/2014 Doc. No. PVL-3/7009/2014

Sale Deed dt. — Doc. No. —

Sale Deed dt. — Doc. No. —

Flat No. 605, 6<sup>th</sup> Floor, Bldg. "Solitaire Space", Plot No. A-103,  
Sector - 6, Karanjade, Navi Mumbai, Tal. Panvel,  
Dist. Raigad - 410206.

I hereby certify that, I have verified all the original Title Deeds and related documents held by  
the Bank as security for creation of EM for the aforesaid loan kept in its custody and confirm the  
same to be genuine and correct. Hence this certificate is issued.



**Ado. Trimbak R. Chavan**  
ADVOCATE HIGH COURT, MUMBAI

# Valuation Report of the Immovable Property

## Details of the property under consideration:

Name of Owner : **Mr. Brijesh Jwalaprasad Vishwakarma**

Residential Flat No. 605, 6th Floor, "**Solitaire Space**"<sup>®</sup>, Plot No. A-103, Sector - 6,  
Village - Karanjade, Navi Mumbai, Taluka - Panvel, District - Raigad, PIN Code - 410 206,  
State - Maharashtra, Country - India

Latitude Longitude : **18°58'17.7"N 73°06'45.2"E**

Reports Scrutinized

Aest. / By Manager / CM

## Valuation Done for:

**State Bank of India  
RASMECC Panvel**

Shop No 5, Ground Floor, Sharda Terrace, Plot No 65, Sector-11, CBD Belapur, Navi Mumbai, Taluka  
& District - Thane, State - Maharashtra, Country - India

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**Mumbai · Delhi NCR · Aurangabad · Nanded**



**Valuation Report of Immovable Property**

1 Customer Details									
Name(s) of the owner(s).		Mr. Brijesh Jwalaprasad Vishwakarma							
Application No.									
2 Property Details									
Address		Residential Flat No. 605, 6th Floor, "Solitaire Space", Plot No. A-103, Sector - 6, Village - Karanjade, Navi Mumbai, Taluka - Panvel, District - Raigad, PIN Code - 410 206, State - Maharashtra, Country - India							
Nearby Landmark / Google Map Independent access to the property		<b>Landmark:</b> Near Karanjade Sector - 6 Bus Stop <b>Latitude Longitude:</b> 18°58'17.7"N 73°06'45.2"E							
3 Document Details					Name of Approving Authority				
Layout Plan		N.A.	-		Approval No.		-		
Building Plan		No	Details not provided		Approval No.		Details not provided		
Commencement Certificate		Yes	CIDCO		Approval No.		CIDCO/ATPO/BP-11/038/2014/468		
Legal Documents		Yes	1. Copy of Agreement For Sale dated 16.12.2014 2. Copy of Amended Commencement Certificate dated 22.05.2014 Document Number. CIDCO/ATPO/BP -11/038/2014/468 issued by CIDCO.						
4 Physical Details									
Adjoining Properties		East		West		North		South	
As on site		Road		Blue Crest Building		Open Plot		Chawl	
As per document		11.00 Mtrs Wide Road		Plot No. 93		Plot No. A-104		Plot No. A-102	
Matching of Boundaries	-	Plot Demarcated	No	Approved land use	Residential purpose	Property Type	Residential		
No. of rooms	Living	1	Bed Room	1	Kitchen	1	Dining		
	Toilet		Bath room	1	WC	1	Small Room	0	
Car Parking									
Total no. of Floors	Part Ground + Part Stilt + 7 upper floors.	Floor on which the property is located	6 <sup>th</sup> Floor	Approx. Age of the property	2 year(s) (Approx.)	Residual age of the property	58 years Subject to proper preventive periodic maintenance & structural repairs.	Type of structure	R.C.C. Foundation
5 Occupancy Details - Tenant(s) Occupied									
Tenant Name(s)		Mr. Pundalik Ghase							




	<b>Status of Tenure</b>	Yes	<b>No. of years of Occupancy</b>	N.A.	<b>Relationship of tenant with owner</b>	N.A.
	<b>Present Income from the property</b>	₹ 5,000.00 Present Income from the property per month				
6	<b>Stage of Construction</b>					
	Stage of construction			Completed		
	<b>If under construction, extent of completion</b>			<b>N.A.</b>		
7	<b>Violations if any observed</b>					
	Nature and extent of violations			Approved Building plans were not provided and not verified.		
8	<b>Area Details of the Property</b>					
	<b>Carpet Area in Sq. Ft.</b>	<b>Carpet Area in Sq.Ft. = 288.00 (Area as per Index -II)</b>  Carpet Area in Sq.Ft. = 291.00 Terrace Area = 67.00 Flowerbed Area = 19.00 Total Area = 377.00 (Area as per actual site measurement)	<b>Plinth area / Built up area in Sq. Ft.</b>	345.60	<b>Saleable Area in Sq. Ft.</b>	449.00.
	Remarks:	As per Site Inspection, Actual Total Carpet area 377.00 Sq. Ft.(Including Terrace + Flowerbed area) is more than Carpet area 288.00 Sq. Ft. mentioned in the documents provided to us. We have considered area mentioned in the documents. Hence, to give proper weightage to the value of the property, higher rate i.e. 6,500/- per Sq. Ft. is considered.				
9	<b>Valuation</b>					
	i. Mention the value as per Government Approved Rates also					
	Guideline rate obtained from the Stamp Duty Ready Reckoner	₹ 55,230.00 per Sq. M. i.e. ₹ 5,131.00 per Sq. Ft.				
	ii. In case of variation of 20% or more in the valuation proposed by the Valuer and the Guideline value provided in the State Govt. notification or Income Tax Gazette justification on variation has to be given.					
	Indicator					
	Property : 1 BHK Flat in Solitaire Space, Sector - 6, Karanjade, Panvel Source : 99acres.com Super built up Area : 715.00Sq. Ft. Expected Price : 40,00,000.00 Expected Rate/Sq. Ft : 5,594.00 per Sq. Ft					



Considering the above indicator of sale, current market conditions, demand and supply position, Residential Flat size, location, upswing in real estate prices, sustained demand for Residential Flat, all round development of commercial and residential application in the locality etc. We estimate ₹ 6,500.00 rate per Sq. Ft. (Inclusive of site and general development, compound walls, MS gates, drainage systems, water tanks and other infrastructure facilities and amenities).			
<b>Summary of Valuation</b>			
<b>i. Guideline Value</b>			
	Area in Sq. Ft.	Rate in ₹	Value in ₹
Built up area	345.60	5,131.00	17,73,278.00
<b>ii. Fair Market Value of the Property</b>			
Built Up / Saleable Area	449.00 Sq. Ft.		
Prevailing market rate	₹ 6,500.00 <sup>®</sup>		
iii. Floor Rise Rate per Sq. Ft.	₹ 0.00		
iv. PLC Rate per Sq. Ft.	₹ 0.00		
v. Total Rate per Sq. Ft.	₹ 6,500.00		
Total Value of the property	₹ 29,18,500.00		
vi. Realizable Value of the Property	₹ 26,26,650.00		
vii. Distress / Force Sale Value	₹ 23,34,800.00		
viii. Insurable Value of the Assets	₹ 7,25,760.00		
<b>10</b>	<b>Assumptions /Remarks</b>		
i. Qualification in TIR / Mitigation Suggested, if any	TIR not provided		
ii. Property is SARFAESI compliant	Yes		
iii. Whether property belongs to social infrastructure like hospital, school, old age home etc.	No		
iv. Whether entire piece of land on which the unit is set up/property is situated has been mortgaged or to be mortgaged	Information not available		
v. Details of last two transaction in the locality / area to be provided, if available	Details Attached		
vi. Any other aspect which has relevance on the value or marketability of the property	Location, development of surrounding area, type of construction, construction specifications, age of building, condition of the premises & building, facilities provided and its prevailing market rate.		





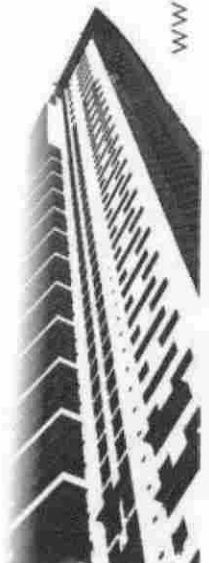
11	<b>Declaration</b>	<p>i. The property was inspected by me / my authorised representative personally on 18.12.2019</p> <p>ii. The undersigned does not have any direct / indirect interest in the above property.</p> <p>iii. The information furnished here in is true and correct to the best of our knowledge.</p> <p>iv. I have submitted Valuation report directly to the Bank.</p>	
12	<b>Name, address &amp; signature of Valuer</b>	<p><b>Vastukala Consultants (I) Pvt. Ltd.</b>  121, 1st Floor, Ackruti Star,  Central Road, MIDC, Andheri (E),  Mumbai - 400 093</p>	<p>For VASTUKALA CONSULTANTS (I) PVT. LTD.</p> <p>Sharadkumar B. Chalikwar  <small>Digitally signed by Sharadkumar B. Chalikwar  DN: cn=Sharadkumar B. Chalikwar,  o=Vastukala Consultants (I) Pvt. Ltd., ou,  email=sharad@vastukala.org, c=IN  Date: 2019.12.19 16:40:30 +05'30'</small></p> <p>C.M.D.   Director</p> <hr/> <p><b>Sharadkumar B. Chalikwar</b>  Govt. Reg. Valuer  Chartered Engineer (India)  Reg. No. (N)  CCIT/1-14/52/2008-09  SBI Empanelment No.:  SME/TCC/2017-18/942/178</p> <p>Date of valuation:  19.12.2019</p>
13	<b>Enclosures Documents &amp; Photographs</b>	<ol style="list-style-type: none"> <li>1. Valuation Report</li> <li>2. Satellite Location Map</li> <li>3. Location cum Route Map from Nearest Railway Station</li> <li>4. Photographs of the property</li> </ol>	



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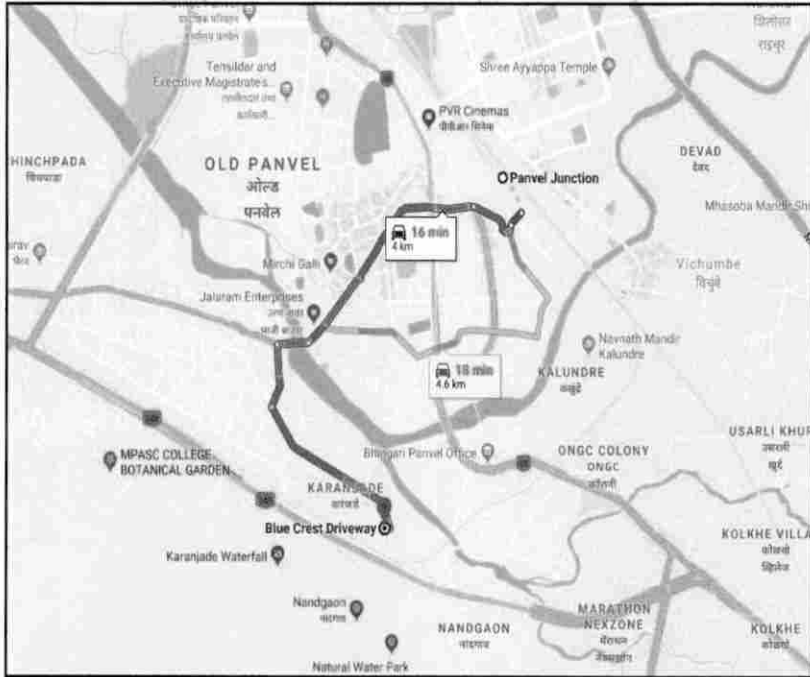






### Route Map of the property

(Note:  shows location)



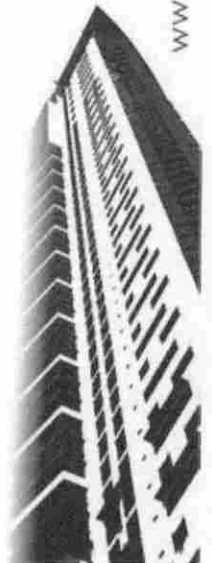
**Latitude Longitude - 18°58'17.7"N 73°06'45.2"E**

**Note::** The Blue line shows the route to site from nearest railway station (Panvel 4.00 Km)



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## Price Indicator

**37 Lac** @ 5,522 per sq.ft.  
Estimated EMI ₹ 29,552

**1BHK 1Bath**  
Residential Apartment for Sale  
in Solitaire Space, Karanjade, Mumbai Navi, Mumbai | What's Nearby

REBA STATUS: NOT AVAILABLE | Website: <https://mahanirvat.mahaonline.gov.in>

**Overview** | Society | Location | Price Trends | Dealer Details | Recommendations

**PROPERTY (1)** | **SOCIETY (13)**

**Area**  
Built Up area: 670 sq.ft. (62.71 sq.m)  
Carpet area: 490 sq.ft. (45.32 sq.m)

**Configuration**  
1 Bedroom, 1 Bathroom, 2 Balconies

**Price**  
₹ 37 Lac + Govt Charges & Tax @ 5,522 per sq.ft. (Negotiable) | [View Price Details](#)

**Address**  
Solitaire Space  
Karanjade, Mumbai Navi

**Floor Number**  
1<sup>st</sup> of 4 Floors

**Property Age**  
1 to 5 Year Old

Photos (1/6) | Floor Plan (7)

**40 Lac** @ 5,594 per sq.ft.  
Estimated EMI ₹ 31,348

**1BHK 1Bath**  
Residential Apartment for Sale  
in Solitaire Space, Karanjade, Mumbai Navi, Mumbai | What's Nearby

REBA STATUS: NOT AVAILABLE | Website: <https://mahanirvat.mahaonline.gov.in>

**Overview** | Society | Location | Price Trends | Owner Details | Recommendations

**PROPERTY (10)** | **SOCIETY (13)**

**Area**  
Super Built up area: 715 sq.ft. (66.0 sq.m)  
Built Up area: 675 sq.ft. (62.71 sq.m)  
Carpet area: 475 sq.ft. (44.12 sq.m)

**Configuration**  
1 Bedroom, 1 Bathroom, 3 Balconies  
[View Floor Plan](#)

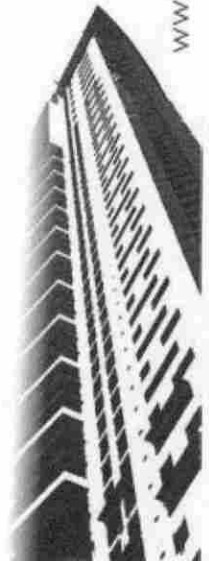
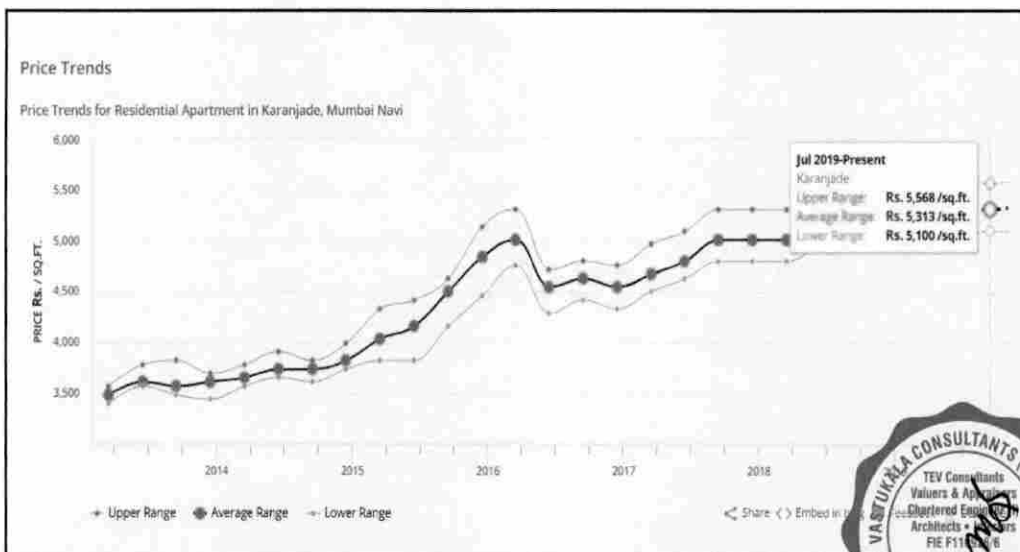
**Price**  
₹ 40 Lac + Govt Charges & Tax @ 5,594 per sq.ft.

**Address**  
Solitaire Space  
Karanjade, Mumbai Navi

**Floor Number**  
3<sup>rd</sup> of 7 Floors

**Property Age**  
1 to 5 Year Old

Photos (1/6) | Floor Plan (7)



### **DEFINITION OF VALUE FOR THIS SPECIFIC PURPOSE**

This exercise is to assess **Fair Market Value** of the property under reference for **Housing Loan** purpose as on dated **19<sup>th</sup> December 2019**.

The term Fair Market Value is defined as

"The most probable price, as of a specified date, in cash, terms equivalent to cash, or in other precisely revealed terms for which the specified property rights would sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently knowledgeable and for self-interest assuming that neither is under undue duress"

Fundamental assumptions and conditions presumed in this definition are:

1. Buyer and seller are motivated by self-interest.
2. Buyer and seller are well informed and are acting prudently.
3. The property is exposed for a reasonable time on the open market.
4. Payment is made in cash or equivalent or in specified financing terms.

### **UNDERLYING ASSUMPTIONS**

1. We assume no responsibility for matters of legal nature affecting the property appraised or the title thereto, nor do we render our opinion as to the title, which is assumed to be good and marketable
2. The property is valued as though under responsible ownership.
3. It is assumed that the property is free of liens and encumbrances.
4. It is assumed that there are no hidden or unapparent conditions of the subsoil or structure that would render it more or less valuable. No responsibility is assumed for such conditions or for engineering that might be required to discover such factors.

For VASTUKALA CONSULTANTS (I) PVT. LTD. *Think. Innovate. Create*

Sharadkumar  
B. Chalikwar

Digitally signed by Sharadkumar B. Chalikwar  
DN: cn=Sharadkumar B. Chalikwar,  
o=Vastukala Consultants (I) Pvt. Ltd.,  
ou, email=sharad@vastukala.org, c=IN  
Date: 2019.12.19 16:40:47 +05'30'

C.M.D.

Director

**Sharadkumar B. Chalikwar**

Govt. Reg. Valuer

Chartered Engineer (India)

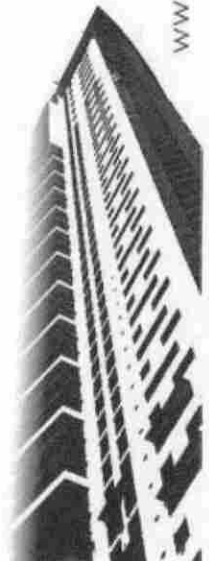
Reg. No. (N) CCIT/1-14/52/2008-09

SBI Empanelment No.: SME/TCC/2017-18/942/178



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**DECLARATION OF PROFESSIONAL FEES CHARGED**

We hereby declare that, our professional fees are not contingent upon the valuation findings. However, if the statute AND/OR clients demands that, the fees should be charged on the percentage of assessed value then, with the full knowledge of the AND/OR end user, it is being charged accordingly.

**VALUATION OF THE PROPERTY PREMISES**

Considering various parameters recorded herein above, existing economic scenario, and the information that is available with reference to the development of neighbourhood and method selected for valuation, we are of the opinion that, the property premises can be assessed and valued for Banking Purpose as on day for **₹ 29,18,500.00 (Rupees Twenty Nine Lakh Eighteen Thousand Five Hundred Only).**

For VASTUKALA CONSULTANTS (I) PVT. LTD.

Sharadkumar  
B. Chalikwar

Digitally signed by Sharadkumar B.  
Chalikwar  
DN: cn=Sharadkumar B. Chalikwar,  
ou=Vastukala Consultants (I) Pvt. Ltd.,  
ou, email=sharad@vastukala.org, o=V  
Date: 2019.12.19 16:41:00 +05'30'

C.M.D.

Director

**Sharadkumar B. Chalikwar**

Govt. Reg. Valuer

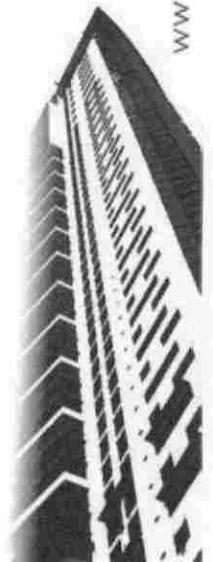
Chartered Engineer (India)

Reg. No. (N) CCIT/1-14/52/2008-09

SBI Empanelment No.: SME/TCC/2017-18/942/178



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**PROFORMA INVOICE**

(DUPLICATE FOR SUPPLIER)

<b>Vastukala Consultants (I) Pvt Ltd</b> Ackruti Star, 1st Floor, 121, Central Road, MIDC, Andheri (E), Mumbai - 400 093 GSTIN/UIN: 27AADCV4303R1ZX Contact: Dd +91 22 28371325 Fax +91 22 28371324 E-Mail : accounts@vastukala.org	Invoice No.	Dated
	<b>PG-1797/19-20</b>	<b>19-Dec-2019</b>
	Delivery Note	Mode/Terms of Payment
Supplier's Ref.	<b>AGAINST REPORT</b>	
	Other Reference(s)	

Buyer	Buyer's Order No.	Dated
<b>STATE BANK OF INDIA</b> RASMECCC Panvel, Sharda Terrace, Shop No 5, Ground Floor,, Plot No 65, Sector-11, CBD Belapur State Name : Maharashtra, Code : 27 GSTIN/UIN : 27AAACS8577K2ZO E-Mail : cord.21117@sbi.co.in	Despatch Document No.	Delivery Note Date
	<b>31877/16419</b>	
	Despatched through	Destination
	Terms of Delivery	

Sl No.	Particulars	HSN/SAC	Rate	per	Amount
1	<b>VALUATION FEE</b> (Technical Inspection and Certification Services)	997224			<b>1,500.00</b>
2	<b>CGST</b>				<b>135.00</b>
3	<b>SGST</b>				<b>135.00</b>
<b>Total</b>					<b>₹ 1,770.00</b>

Amount Chargeable (in words) **Indian Rupee One Thousand Seven Hundred Seventy Only** E. & O.E

HSN/SAC	Taxable Value	Central Tax Rate	Central Tax Amount	State Tax Rate	State Tax Amount	Total Tax Amount
997224	1,500.00	9%	135.00	9%	135.00	270.00
<b>Total</b>	<b>1,500.00</b>		<b>135.00</b>		<b>135.00</b>	<b>270.00</b>

Tax Amount (in words) : **Indian Rupee Two Hundred Seventy Only**

**Remarks**  
 Mr. Brijesh Jwalaprasad Vishwakarma - Residential Flat  
 No. 605, 6th Floor, "Solitaire Space", Plot No. A-103, Sector  
 - 6, Village - Karanjade, Navi Mumbai, Taluka - Panvel,  
 District - Raigad, P/N Code - 410 206 State - Maharashtra,  
 Country - India  
 Company's PAN : **AADCV4303R**

Declaration  
 NOTE - AS PER MSME RULES INVOICE NEED TO BE  
 REARED WITHIN 45 DAYS OR INTEREST CHARGES  
 APPLICABLE AS PER THE RULE.  
 MSME Registration No. - 27222201137  
 Buyer's Seal and Signature

Company's Bank Details  
 Bank Name : **State Bank of India**  
 A/c No. : **32632562114**  
 Branch & IFS Code : **MIDC Andheri (E) & SBIN0007074**  
 for Vastukala Consultants (I) Pvt Ltd



*[Signature]*  
 Authorised Signatory

*[Signature]*  
 20/12

SUBJECT TO MUMBAI JURISDICTION

**Vastukala Consultants (I) Pvt. Ltd.**  
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www.vastukala.org



**SHILPA R. MANGLE**  
**ADVOCATE HIGH COURT**  
RESIDENT ADDRESS: Office No. 1, 1<sup>st</sup> floor, Singh House, Opp Stock Exchange Post  
office, Ambalal Doshi Marg, Fort, Mumbai-02  
Email Address- shilpa.mangale@gmail.com  
Mob No. 9819009238.

SBI/SER/Panvel RACPC Branch /2019

Date 19/12/2019

To,  
The Assistant General Manager,  
STATE BANK OF INDIA,  
Panvel RACPC Branch,

A/C :- Brijesh Vishwakarma


**Memorandum of Cost**

Professional Charges for taking Search	Rs. 3250.00
Search Charges	Rs. 750.00



-----  
Rs. 4000.00  
=====

For Shilpa R. Mangale

  
Advocate

**PAN NO. APPPM9544P**

P.S. Kindly make the payment by RTGS. The Details are as under:

1. Name of Account Holder- **Shilpa Mangale**
2. Name of Bank- **State Bank of India**
3. Name of Branch- **Titwala, Dist- Thane**
4. Account Number- **35206786455**
5. IFSC Code - **SBIN0016389**

(Do not forget to state the name of the borrower and Bill number against the amount credited)



## Annexure - E: Checklist for scrutiny of TIR by the branches/operating units

The officials scrutinising the TIR need to verify and examine each and every columns/paragraphs in the TIR and the certificate. This checklist is not in substitution but in addition to such a scrutiny.

Name of the borrower : Mr. Brijesh T Vishwakarma

Name of the Advocate submitted the TIR : Shulpa K Mangle

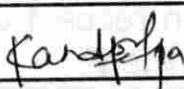

Number & Date of TIR : SBI/SER/Panel/RAEP/branch/2019 19.12.19

Short description of the property covered by TIR : 605, Self-occupied, Plot-A-103, Sector-6 Karanjada Panel Rajgadh

S.No	Details	Y/N
1.	Whether the Advocate submitted the TIR is in Bank's panel of lawyer identified for submission of TIR?	Y
2.	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	Y
3.	Whether the TIR by the advocate is unconditional?	Y
4.	If the TIR has any conditions, whether the same are complied with?	NA
5.	As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property	Y
6.	As per the TIR, whether the property offered as security to the Bank is unencumbered/unattached?	Y
7.	As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the Bank?	Y
8.	As per the TIR, whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgages?	No Y
9.	As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security has been examined?	Y No
10.	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank?	Y

41026  
41026

11.	Whether the advocate has confirmed that he has conducted independent search in the Record of Sub- Register Office(s) concerned and that the documents convey Clear, Absolute and Marketable Title and are sufficient for creation of a valid Mortgage?	Y
12.	Whether the TIR reveals involvement of any gift deed, PoA, or other circumstances attracting special precautions?	N
13.	Whether the advocate has also submitted the fee receipt for conducting Search in the Office of Sub-Registrar(s) along with the TIR?	Y
14.	Whether the property particulars mentioned in the Title Deed (Sale Deed/Khatauni) tally with those in the Non Encumbrance Certificate, approved Building Plan and TIR, etc.?	Y
15.	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	Y
16.	In respect of loans of Rs. 1.00 crore and above: (a) Whether search of title/encumbrance was made by the advocate for a period of not less than 30 years? (b) Whether satisfactory search report (TIR) is obtained from two panel advocates?	NA Y Y
17.	Whether the TIR or any other documents in the matter reveal any pending or concluded litigation in respect of the property offered as security and whether the impact of such litigation has been satisfactorily explained/ got examined?	N
18.	(a) Findings, if any in respect of the property offered as the security in the valuation report? (b) Whether there is any inconsistency in the TIR and valuation report in respect of the property?	N N

	CSO/Field Officer/ Authorised Officer	Relationship Manager/ Branch Head/Unit Head
Signature		
Name	Deepa Khandelwal	Arvind Chury
Designation	Manager	Chief Manager Sanctions
Branch/Unit	RASMECC, PANVEL	RASMECC, PANVEL
Date of scrutiny	04/12/2020	

SHILPA MANGLE  
ADVOCATE HIGH COURT

RESIDENT ADDRESS: Office No. 1,1stfloor, Singh House, Opp Stock Exchange Post  
office, Ambalal Doshi Marg, Fort, Mumbai-102  
Email Address- shilpa.mangale@gmail.com  
Mob No. 9819009238.

SBI/SER /Panvel RACPC Branch /2019

Date - 19/12/2019

To,  
Assistant General Manager,  
STATE BANK OF INDIA,  
RACPC, Panvel,  
Navi Mumbai.

Reports Scrutinized

Ast. / Dy Manager / CM

Annexure - B

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY.

1.	a) Name of the Branch/Business Unit Office seeking opinion	State Bank of India, RACPC Panvel Navi Mumbai.
	b) Reference No. and date of the letter under the under the cover of the documents tendered for scrutiny	By Hand
	c) Name of the Borrower.	Mr. Brijesh Jwalaprasad Vishwakarma.
2.	a) Name of the Unit/Concern/ Company/person offering the property/ (ies) as security.	Mr. Brijesh Jwalaprasad Vishwakarma.
	b) Constitution of the unit/concern /person offering the property for creation of charge.	Individual Capacity
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.	Borrowers
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Flat No. 605, on 6th floor, admeasuring 26.744 Sq.Mtrs. (Carpet Area) in Building known as 'Solitaire Space' to be constructed on the plot of land bearing Plot No. A-103, Sector No. 6, lying being situate at Karanjade, Village Karanjade, under 12.5% Gaothan Expansion Scheme, Tal. - Panvel & Dist. Raigad, within the limits of the Sub-Registration District Panvel and Registration District Raigad.



	a) Survey No.	Plot No. A-103, Sector No. 6		
	b) Door no. (in case of house property)	Flat No. 605.		
	c) Extent/ area including plinth/ built up area in case of house property	admeasuring 26.744 Sq.Mtrs. (Carpet Area).		
	d) Locations like name of the place, village, city, registration, sub-district etc.	Situate at Karanjade, Village Karanjade, Tal- Panvel, and Dist -Raigad.		
4.	a) Particulars of the documents scrutinized- serially and chronologically	Mentioned herein under		
	b) 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/land/revenue/other authorities be examined.	Mentioned herein under		
	<b>Sr. No.</b>	<b>Date of Document</b>	<b>Name of the parties</b>	<b>Original/ Certified Photocopy/ true copy</b>
	1.	04.06.2014	Search Report Cum Title Certificate issued by Vishal V. Jaju.	Photo copy
	2.	22.05.2014	Commencement Certificate issued by CIDCO vide it's letter No. CIDCO/ATPO/BP-11038/468 dated 22.05.2014.	Photo copy
	3.	16.12.2014	Agreement for Sale executed between M/s.Kaleidoscope Space and Mr. Brijesh Jwalaprasad Vishwakarma dated 16.12.2014 registered at Serial No. Panvel-3/7009/2014.	Photo copy
	4.	16.12.2014	Registration Receipt bearing No. 7332 dated 16.12.2014 .	Photo copy
	5.	16.12.2014	Index II.	Photo copy
	6.	31.03.2017	Occupancy Certificate issued by CIDCO vide it's letter No. CIDCO/ATPO/BP-11038/TPO(NM)/2017/2472 dated 31.03.2017 .	Photo copy
	7.	02.12.2019	LOD issued by Indiabulls Housing Finance Ltd. in respect of housing loan availed by Mr. Brijesh Jwalaprasad Vishwakarma.	Photo copy
5.	Whether certified copy of all title documents are obtained from the Relevant Sub- Registrar office and compared with the documents made available by the proposed mortgagor? ( Please also enclose all such certified copies and relevant fee relevant fee receipt along with the TIR	No Instruction hence not obtained		





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?	Since 2002 to 2019 available with concern Records
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes
	c) Whether the genuineness of the stamp paper is possible to be got verified from 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?	Panvel
	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 ?	Sub Registrar Assurance at -Panvel-1 to 5.
	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?	As stated herein under
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. <b>(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)</b>	As stated herein under

The City and Industrial Development Corporation of Maharashtra Ltd., a Company incorporated under the Companies Act, 1956 [I of 1956 ] and having its registered office at "Nirmal", 2<sup>nd</sup> floor, Nariman Point, Mumbai - 400 1021 [hereinafter referred



to as "The CIDCO"] is wholly owned by the State Govt. and is also New Town Development Authority declared for the area designated as a site for the New Town of Navi Mumbai by the Govt. of Maharashtra in exercise of its powers under Sub-Sections [1] and [3-A] of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 [hereinafter referred to as "The Said MRT P Act"].

The Govt. of Maharashtra has been acquiring lands held privately and upon acquisition, vesting such lands along with Govt. Lands in the CIDCO under the provisions of the said Act, for the purpose of development of Navi Mumbai.

The Govt. of Maharashtra has by its resolution No. LQN/1985/CR - 217/ 85- UD/10 dated 06-03-1990 and subsequent resolution No. CID/1094/2094/PK/287/UD/10 dated 28-10-1994 ordered to grant 12.50% land in lieu of the land acquired for the development of Navi Mumbai to the persons whose lands were acquired by the State Govt. of Maharashtra and subsequently vested in the CIDCO by the State Govt. for the development of Navi Mumbai.

And whereas the said CIDCO has agreed to grant lease of property bearing Plot No. A-103, Sector No. 6, admeasuring 599 Sq. Meters lying being situate at Karanjade, Village Karanjade, under 12.5% Gaothan Expansion Scheme, Tal. Panvel & Dist. Raigad to Shri. Shravan Mhatre and 4 Others by the Agreement to Lease dated 14.09.2011 duly registered at the Office of the Sub-registrar at Panvel under Serial No. PVL-3/9340/2011 on certain terms and conditions contained therein for the purpose of constructing buildings thereon and Shri. Shravan Mhatre and 4 Others have agreed to acquire a lease of their property and have taken possession of the said property.





And whereas it is seen that Shri. Shravan Mhatre and 4 Others have transferred, assigned the said leasehold plot in favour of M/s R.K. Builders and Developers by a Tripartite Agreement executed between CIDCO, as "The Corporation" and Shri. Shravan Mhatre and 4 Others as "The Original Licensees" and M/s R.K. Builders and Developers, as "The New Licensees" dated 19.10.2011 duly registered at the Office of the Sub-registrar at Panvel under Serial no. PVL-3/10493/2011.

And whereas it is seen that M/s R.K. Builders and Developers have transferred, assigned the said leasehold plot in favour of M/s Space Realtors by a Tripartite Agreement executed between CIDCO, as "The Corporation" and M/s R.K. Builders and Developers as "The New Licensees" and M/s Space Realtors, as "The Subsequent New Licensees" dated 05.11.2012 duly registered at the Office of the Sub-registrar at Panvel under Serial no. Panvel-10927/2012.

And whereas it is seen that M/s Space Realtors have transferred, assigned the said leasehold plot in favour of M/s. Kaleidoscope Space by a Tripartite Agreement executed between CIDCO, as "The Corporation" and M/s Space Realtors as "The New Licensees" and M/s. Kaleidoscope Space, as "The Subsequent New Licensees" dated 01.04.2014 duly registered at the Office of the Sub-registrar at Panvel under Serial no. Panvel-5-2398/2014.

And further the said M/s. Kaleidoscope Space have developed the said property by obtaining necessary permissions from the concerned authorities. And whereas necessary Development Permission Cum Commencement Certificate has been obtained from CIDCO vide its letter No. CIDCO/ATPO/BP-11038/468 dated 22.05.2014 in respect of the said building. Also Occupation Certificate is obtained from



by CIDCO vide its letter No. CIDCO/ATPO/BP-11038/TPO(NM)/2017/2472 dated 31.03.2017.

And whereas it is seen that M/s. Kaleidoscope Space have sold Flat No. 605, on 6th floor, admeasuring 26.744 Sq.Mtrs. (Carpet Area), in Building known as 'Solitaire Space' to Mr. Brijesh Jwalaprasad Vishwakarma by an Agreement for Sale dated 16.12.2014 registered at Serial No. Panvel-3/7009/2014 for a proper consideration and on the terms and condition therein.

And further it is seen that the said Mr. Brijesh Jwalaprasad Vishwakarma have already availed loan from Indiabulls Housing Finance Ltd. against mortgaged of the said Flat and hence the said Indiabulls Housing Finance Ltd. is having charge over the said property.

In Agreement for Sale dated 16.12.2014 executed by Mr. Brijesh Jwalaprasad Vishwakarma, on page 5/88 and on page 11/88, the name of building wrongly recorded as Solitare instead of Solitaire. Therefore Bank has to obtain Indemnity Cum Declaration from Mr. Brijesh Jwalaprasad Vishwakarma in respect of this mistake.

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.)	Leasehold Rights
10	If leasehold, whether;	
	a) lease Deed is duly stamped and registered	Yes
	b) lessee is permitted to mortgage the Leasehold right,	Yes
	c) duration of the Lease/unexpired period of lease,	60 Years
	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.	Renewal of after 60 Years
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether;	Not Applicable
	a) grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not Applicable
	b) the mortgagor is competent to create charge on such property.	Not Applicable
	c) whether any permission from Govt., or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not Applicable
12	If occupancy right, whether;	
	a) Such right is heritable and transferable,	Not Applicable
	b) Mortgage can be created.	Not Applicable
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	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 Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Not Applicable
	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 mortgagable title thereon.	Not Applicable
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
16.	Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	(c) Whether the property is mutated on the basis of will?	Not Applicable
	(d) Whether the original will is available?	Not Applicable
	(e) Whether the original death certificate of the testator is available?	Not Applicable
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator ? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	Not Applicable
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/permissions to be obtained for 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.	No Restriction
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Not Applicable
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.	No out come
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No litigation is pending





	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	(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 hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Not Applicable
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.	Not Applicable
27.	a) Whether any POA is involved in the chain of title?	Not Applicable
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not Applicable
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other	Not Applicable





	type of POA (Common POA).	
	(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?	Not Applicable
	ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one?	Not Applicable
	iv) Whether the POA contains a specific authority for execution of title document in question?	Not Applicable
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not Applicable
	(g) Please comment on the genuineness of POA?	Not Applicable
	(h) The unequivocal opinion on the enforceability and validity of the POA?	As stated above
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	
	a) Promoter's/Land owner's title to the land/ building;	Promoter's/Land owner's title is clear.
	b) Development Agreement/Power of Attorney;	As explained in Clause No. 8
	c) Extent of authority of the Developer/builder ;	Sell
	d) Independent title verification of the Land and/or building in question;	Verification to be taken of the flat
	e) Agreement for sale (duly registered);	Yes
	f) Payment of proper stamp duty;	Yes



	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Not Applicable
	h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	i) Conveyance in favour of Society/ Condominium concerned;	Not Applicable
	(j) Occupancy Certificate/allotment letter/letter of possession;	Yes produced.
	(k) Membership details in the Society etc.;	Not Applicable
	(l) Share Certificates;	Not Applicable
	(m) No Objection Letter from the Society;	Not Applicable
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Complied
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not Applicable
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Not Applicable
	(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.	<b>The said flat is already mortgaged with Indiabulls Housing Finance Ltd. .</b>
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.	1990-2019
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not Produced
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	Flat offering as security



	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/ partition of the property is legally valid ?	As above
	c) Whether the property has clear access as per documents?	As above
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 Produced
	b) Document in relation to water connection;	Not Produced
	c) Document in relation to Sales Tax 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 documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/comment on the same.	Valuation report not produced
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 produced
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 restriction
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	Not Applicable



	mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	
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.	Not Applicable
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mr. Brijesh Jwalaprasad Vishwakarma.
47	1) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	Not Applicable
	2) Whether the Project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	Not Applicable
	3) Whether the registered agreement for Sale as prescribed in the above Act/Rules there under is executed?	Not Applicable
	4) 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?	Not Applicable

Note: In case separate sheets are required, the same may be used, signed and annexed.

Date: 19.12.2019

Place: Mumbai

Signature of the Advocate



## CERTIFICATE OF TITLE

I have examined the photocopies of the title deed the which are 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:

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.
2. 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, (wherever applicable I find abovesaid Property mortgaged with the **Indiabulls Housing Finance Ltd.** which would not prevent the Title Holders from creating valid Mortgage and 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. **Encumbrance Noticed.**
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 are prior Mortgage/ Charges/ encumbrances as could be seen from the Encumbrance Certificate for the period from 1990 to 2019 and vide Receipt dated



19.12.2019 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances, **subject to the charge of Indiabulls Housing Finance Ltd.**

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 (Delete, whichever is inapplicable) - Not Applicable.
6. Minor/(s) and his/ their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name) - Not Applicable
7. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers Mr. Brijesh Jwalaprasad Vishwakarma.
8. I certify that Mr. Brijesh Jwalaprasad Vishwakarma have an absolute, clear and Marketable title over the Schedule property/(ies), **subject to the charge of Indiabulls Housing Finance Ltd.** I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

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 Agreement for Sale executed between M/s. Kaleidoscope Space and Mr. Brijesh Jwalaprasad Vishwakarma dated 16.12.2014 registered at Serial No. Panvel-3/7009/2014. LAD
2. Original Registration Receipt bearing No. 7332 dated 16.12.2014 LAD





3. Original Index II. WLD

✓ 4. Obtain original No objection Certificate from M/s. Sapphire Associates for mortgaging the captioned flat in favour of State Bank of India.

5. Copy of Charge Release Letter/ No Due Certificate issued by Indiabulls Housing Finance Ltd. in favour of Mr. Brijesh Jwalaprasad Vishwakarma after disbursement of loan.

6. Bank has to obtain original Indemnity Cum Declaration from Mr. Brijesh Jwalaprasad Vishwakarma in respect of the mistake in name of building in Agreement for Sale. (Refer Page 6 para 3)

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

#### SCHEDULE OF THE PROPERTY/IES

Flat No. 605, on 6th floor, measuring 26.744 Sq.Mtrs. (Carpet Area) in Building known as 'Solitaire Space' to be constructed on the plot of land bearing Plot No. A-103, Sector No. 6, lying being situate at Karanjade, Village Karanjade, under 12.5% Gaothan Expansion Scheme, Tal. -Panvel & Dist. Raigad, within the limits of the Sub-Registration District Panvel and Registration District Raigad.

Place : Mumbai.

Date : 19.12.2019

*Suman*  
Signature of the Advocate

Shilpa Mangale





CHALLAN  
MTR Form Number-6



GRN	MH009675506201920P	BARCODE			Date	19/12/2019-11:14:07	Form ID	
Department				Inspector General Of Registration				
Type of Payment				Search Fee Other Items				
Office Name				PNL1_PANVEL NO 1 SUB REGISTRAR		Payer Details		
Location				RAIGAD		TAX ID (If Any)		
Year				2018-2019 One Time		PAN No.(If Applicable)		
Account Head Details				Amount In Rs.		Full Name		Sadanand Ghagare
0030072201 SEARCH FEE				750.00		Flat/Block No.		
						Premises/Building		
						Road/Street		
						Area/Locality		
						Town/City/District		
						PIN		
						Remarks (If Any)		
						Flat No 605 Plot No 103 Village Karanjade 1990 TO 2019 30 Years		
						Amount In		Seven Hundred Fifty Rupees Only
Total				750.00		Words		
Payment Details				SBIEPAY PAYMENT GATEWAY		FOR USE IN RECEIVING BANK		
Cheque-DD Details				Bank CIN		Ref. No.		10000502019121900445 6868609228115
Cheque/DD No.				Bank Date		RBI Date		19/12/2019-11:14:38 Not Verified with RBI
Name of Bank				Bank-Branch		SBIEPAY PAYMENT GATEWAY		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

Mobile No. : 7715910428

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्त्यासाठी लागू नाही.



Ref: Investigation of title of the property situated at *Village-Karanjade*, Taluka – Panvel, District- Raigad, Bearing Flat No. 605, 6<sup>th</sup> Floor, Area- 26.74 Sq. Mtrs. in Building known as “Solitaire Space” situated on the Land Plot No. A/103, Sector No. 6, Being in the Registration District Raigad & Sub-District of Raigad City.

***Owners: Brijesh Jwalaprasad Vishwakarma.***

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Dear Sir,

As per your instructions, I have taken search in the office of the Sub-Registrar of Assurance at Panvel from 1990 to 2019 for 30 years.

**Sub-Registrar Office: At Sub-Registrar Office of Panvel From 1990 To 2019 (30years) MANUAL & COMPUTER RECORD:**

1990  
TO - Some Index II Pages Torn  
2001  
2002  
TO - Nil - No Transaction Found.  
2010

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**2011 - TRANSACTION**

**AGREEMENT TO LEASE**

Between

CIDCO.

TO

Shravan Maruti Mhatre & Others.

Registration Date : 19.09.2011.  
Execution Date : 14.09.2011.  
Document No. : PVL-3/9340/2011.



Schedule of Property : *Village- Karanjade*, Taluka – Panvel, District- Raigad, Bearing situated on the Land Plot No. A/103, Sector No. 6, Area- 599.94 Sq. Mtrs. Being in the Registration District Raigad & Sub-District of Raigad City.

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**2011 - TRANSACTION**  
**AGREEMENT TO TRIPARTITE**

Between

CIDCO. And Shraavan Maruti Mhatre & Others.

TO

M/s. R. K. Builders & Developers.

Registration Date : 21.10.2011.

Execution Date : 21.10.2011.

Document No. : PVL-3/10493/2011.

Schedule of Property : *Village- Karanjade*, Taluka – Panvel, District- Raigad, Bearing situated on the Land Plot No. A/103, Sector No. 6, Area- 599.94 Sq. Mtrs. Being in the Registration District Raigad & Sub-District of Raigad City.

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**2012 - TRANSACTION**  
**AGREEMENT TO TRIPARTITE**

Between

CIDCO. And M/s. R. K. Builders & Developers.

TO

M/s. Space Realtors.

Registration Date : 12.11.2012.

Execution Date : 08.11.2012.

Document No. : PVL-3/10927/2012.

Schedule of Property : *Village- Karanjade*, Taluka – Panvel, District- Raigad, Bearing situated on the Land Plot No. A/103, Sector No. 6, Area- 599.94 Sq. Mtrs. Being in the Registration District Raigad & Sub-District of Raigad City.



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2013 - Nil - No Transaction Found.

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**2014 - TRANSACTION**

**AGREEMENT TO TRIPARTITE**

Between

CIDCO. And M/s. Space Realtors.

TO

M/s. Kaleidoscope Space.

Registration Date : 05.04.2014.

Execution Date : 01.04.2014.

Document No. : PVL-5/2398/2014.

Schedule of Property : **Village- Karanjade**, Taluka – Panvel, District- Raigad, Bearing situated on the Land Plot No. A/103, Sector No. 6, Area- 599.94 Sq. Mtrs. Being in the Registration District Raigad & Sub-District of Raigad City.

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**2014 - TRANSACTION**

**AGREEMENT FOR SALE**

Between

M/s. Kaleidoscope Space.

TO

Brijesh Jwalaprasad Vishwakarma.

Registration Date : 16.12.2014.

Execution Date : 16.12.2014.

Document No. : PVL-3/7009/2014.

Schedule of Property : **Village- Karanjade**, Taluka – Panvel, District- Raigad, Bearing **Flat No. 605, 6<sup>th</sup> Floor, Area- 26.74 Sq. Mtrs.** in Building known as **“Solitaire Space”** situated on the Land Plot No. A/103, Sector No. 6, Being in the Registration District Raigad & Sub-District of Raigad City.



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2015		
TO	-	Nil - No Transaction Found.
2018		
2019	-	Index Book Not Ready.

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**Note:**

- Panel from 1990 To 2019 Manual & Computer Index-II is not properly maintained.
- I have taken search only Index-II Book available records.

Signature for Advocate

Shilpa Mangale

