

# SANGEETA KARKERA (BCOM, LLB)

ADVOCATE, HIGH COURT OF BOMBAY

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Mb. Nos.8879298795/8087460019

Ref. No.SK/UBI/Mohd. Ali Road Br/LSR 2171/22-23

02<sup>nd</sup> February, 2023

## Title Search Report (TSR)

To,  
The Branch Manager,  
Union Bank of India,  
Mohd. Ali Road, Mumbai

1.	Date of receipt of original title deeds/documents from the branch	Name & designation of the official who delivered the original title deeds/documents	Date of delivery of original title deeds/documents alongwith the search report	Name and designation of the official to whom the original title deeds/documents alongwith title search report is delivered
	Copy of Agreement received from UBI, Mohd Ali Road Branch	Mr. Prashant	02.02.2023	Copy of Agreement along with Title Search Report delivered to UBI, Mohd Ali Road Branch

2. **Name of the Account and Details of The Borrower** MRS. AARTI PRAKASH DESAI AND MR. PRAKASH RATILAL DESAI

3. **Full Description of Property:**

**3.1 NATURE OF IMMOVEABLE PROPERTY:**

A Residential flat no.502, area admeasuring 600 sq. fts., (Built Up Area), on the 5<sup>th</sup> floor, in the society known as RAJESH SUNITA CO-OPERATIVE HOUSING SOCIETY LIMITED and constructed on all that piece and parcel of land bearing Plot No.30 TPS IV lying being situated at Village Santacruz and within the Taluka limits of Andheri and in the Registration District of Mumbai Suburban in Greater Mumbai

**3.2. local name of the field as applicable including sub-divisions should be mentioned:**

- (i) Gut No.: NIL
- (ii) Survey Nos.: NIL
- (iii) CTS Nos.: NIL
- (iv) Laughton's Survey No.: NIL
- (v) Plot No.: 30 TPS IV
- (vi) Village/Div.: Andheri





(vii) Taluka & Dist.: Tal. Andheri and Dist. Mumbai Suburban

**3.3. Number/Identification details as per building map/plan:**

A Residential flat no.502, area admeasuring 600 sq. fts., (Built Up Area), on the 5<sup>th</sup> floor

**3.4. Extent of Property:**

A Residential flat no.502, area admeasuring 600 sq. fts., (Built Up Area)

**3.5. Name/s of the Owner/s:**

**MRS. AARTI PRAKASH DESAI AND MR. PRAKASH RATILAL DESAI**

**3.6. Nature of ownership**

Freehold ownership right on the said Flat.

**4. Tracing of title:**

**I** It is observed from the documents furnished to me that, vide Agreement for Sale dated 19.07.1979 executed Rajesh Development as the Builders of the first part and Mohanlal Parmanand Lakhani and Dinesh Parmanand Lakhani as the Purchasers of the other part, the said Builders sold transferred and conveyed the right interest title in respect of A Residential flat no.502, area admeasuring 600 sq. fts., (Built Up Area), on the 5<sup>th</sup> floor, in favour of Purchaser.

**II WHEREAS**, Municipal Corporation of Greater Bombay issued Occupancy Certificate ref. no. CE/5761/BSII/AH dated 07.06.1980 for ground plus 06 upper floors (brevity sake "**OC**").

**III WHEREAS**, a housing society has been formed in the name and style of RAJESH SUNITA CO-OPERATIVE HOUSING SOCIETY LIMITED under the provisions of Maharashtra Co-operative Societies Act, 1960 (brevity sake "**Society**") AND WHEREAS, the said society issued Share Certificate No.11 for holding 05 fully paid up shares from 51 to 55 in the name of Mohanlal Parmanand Lakhani and Dinesh Parmanand Lakhani (brevity sake "**shares**")

**IV WHEREAS**, vide Agreement dated 11.06.1980 executed between Mohanlal Parmanand Lakhani and Dinesh Parmanand Lakhani as the Sellers of the first part and Pravin Chandra M. Shah and Dharendra M. Shah as the Purchasers of the other part and document registered under serial no.BOM/S/01414 of 1980 at Sub Registrar Office Bombay, the said Sellers sold transferred and conveyed the right interest title in respect of said flat in favour of Purchasers.

**V WHEREAS**, vide Registered Agreement for Sale dated 20.06.1997 executed between Pravin Chandra M. Shah and Dharendra M. Shah as the Transferors of the first part and **MRS. AARTI PRAKASH DESAI AND MR. PRAKASH RATILAL DESAI** as the Transferees of the other part and document stamped for Rs.216700/- and Rs.50/- and registered





under serial no.BBJ-3638-97 at Sub Registrar Office Bombay.. the said Transferors sold transferred and conveyed the right interest title in respect of said flat in favour of Transferees.

**VI WHEREAS FINALLY**, it is observed that, **MRS. AARTI PRAKASH DESAI AND MR. PRAKASH RATILAL DESAI** have quite, vacant and peaceful possession of the said Flat and shall have clear, valid marketable title right interest and shares in the said Flat.

**5. Title deeds/document details under which ownership is acquired**

- i. Original Registered Agreement for Sale dated 20.06.1997 executed between Pravin Chandra M. Shah and Dharendra M. Shah as the Transferors of the first part and **MRS. AARTI PRAKASH DESAI AND MR. PRAKASH RATILAL DESAI** as the Transferees of the other part and document stamped for Rs.216700/- and Rs.50/- and registered under serial no.BBJ-3638-97 at Sub Registrar Office Bombay.
- ii. Original Agreement dated 11.06.1980 executed between Mohanlal Parmanand Lakhani and Dinesh Parmanand Lakhani as the Sellers of the first part and Pravin Chandra M. Shah and Dharendra M. Shah as the Purchasers of the other part and document registered under serial no.BOM/S/01414 of 1980 at Sub Registrar Office Bombay.
- iii. Original Agreement for Sale dated 19.07.1979 executed Rajesh Development as the Builders of the first part and Mohanlal Parmanand Lakhani and Dinesh Parmanand Lakhani as the Purchasers of the other part.
- iv. Original Share Certificate No.11 for holding 05 fully paid up shares from 51 to 55 in the name of **MRS. AARTI PRAKASH DESAI AND MR. PRAKASH RATILAL DESAI** issued by RAJESH SUNITA CO-OPERATIVE HOUSING SOCIETY LIMITED.
- v. Xerox copy of Occupancy Certificate ref. no. CE/5761/BSII/AH dated 07.06.1980 for ground plus 06 upper floors issued by Municipal Corporation of Greater Bombay

**6. List of encumbrances:**

There is an existing charge of Union Bank of India on the said Flat.

**7. View on encumbrance:**

Based on the documents perused hereinabove mentioned, I have caused search of the said Flat in the records of Sub Registrar Office of ANDHERI for the period from January 1993 to till date and the said search report doesn't reveal an existing charge of Union Bank of India on the said Flat

**8. Regulatory Issues:**

- |   |    |
|---|----|
| <input type="checkbox"/> Whether the property is affected by Land Ceiling Law             | NO |
| <input type="checkbox"/> Whether the property is affected by Land fragmentation Law       | NO |
| <input type="checkbox"/> Whether the property is affected by Forest law                   | NO |
| <input type="checkbox"/> Whether the property is affected by Planning Law                 | NO |
| <input type="checkbox"/> Whether the property is affected by Urban Land Ceiling Law       | NO |
| <input type="checkbox"/> Whether the property is affected by rent restriction/control Law | NO |
| <input type="checkbox"/> Whether the property is affected by Environment Law              | NO |
| <input type="checkbox"/> Whether the property is affected by user restrictions under      | NO |

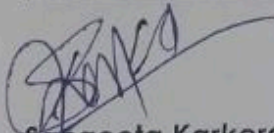




	<p>Municipal/revenue Law</p> <ul style="list-style-type: none"> <li>□ Any other regulatory issue relating to property such as requirement of permission from Development Authority under Law relating to industrial parks</li> </ul>	NO
9.	<p><b>Views on regulatory hurdles</b></p> <ul style="list-style-type: none"> <li>□ how far such an encumbrance would affect the value of the property.</li> <li>□ Any permission/approvals are required for the Bank to create security</li> <li>□ The extent to which Bank's security would be jeopardized because of encumbrance</li> <li>□ Manner and cost of removal of encumbrance</li> </ul>	NIL
10.	<p><b>List of documents/deeds provided to the Advocate and perused by me:</b> Xerox copies of documents as mentioned in above point no.5</p>	
11	List of documents found out, while examining the deeds as above and in the search in the offices of registrar/revenue authorities affecting the property and examined	NIL
12	List of further documents called for, examined and perused	Further documents are Not Necessary
13	Whether the documents examined are duly stamped as per the Stamp Act	YES
14	Whether the Registration endorsements are in order	YES
15	Certificate of examination	"This is to certify that I have examined each and every page of the documents required for giving the title clearance certificate and do not find that transactions under the documents sham and fictitious"
16	<p><b>Certificate of Title:</b> This is to certify that the title of the said Flat of <b>MRS. AARTI PRAKASH DESAI AND MR. PRAKASH RATILAL DESAI</b> are clear and marketable, subject to existing charge of Union Bank of India on the said flat.</p> <p>Further, creation of Equitable Mortgage by way of deposit of title deeds is enforceable under SARFAESI Act, 2002 and amended thereafter.</p>	
17	List of documents to be deposited for creation of equitable mortgage by deposit of title deed	"This is to certify that the above documents if taken would create valid Equitable Mortgage by deposit of title deeds
<p>✓ <b>Original Registered Agreement for Sale dated 20.06.1997 executed between Pravin Chandra M. Shah and Dharendra M. Shah as the Transferors of the first part and MRS. AARTI PRAKASH DESAI AND MR. PRAKASH RATILAL DESAI as the Transferees of the other part and document stamped Rs.216700/- and Rs.50/- and registered under serial no.BBJ-3638-97</b></p>		



	Registrar Office Bombay.
✓ ii.	Original Agreement dated 11.06.1980 executed between Mohanlal Parmanand Lakhani and Dinesh Parmanand Lakhani as the Sellers of the first part and Pravin Chandra M. Shah and Dharendra M. Shah as the Purchasers of the other part and document registered under serial no.BOM/S/01414 of 1980 at Sub Registrar Office Bombay.
✓ iii.	Original Agreement for Sale dated 19.07.1979 executed Rajesh Development as the Builders of the first part and Mohanlal Parmanand Lakhani and Dinesh Parmanand Lakhani as the Purchasers of the other part.
✓ iv.	Original Share Certificate No.11 for holding 05 fully paid up shares from 51 to 55 in the name of <b>MRS. AARTI PRAKASH DESAI AND MR. PRAKASH RATILAL DESAI</b> issued by RAJESH SUNITA CO-OPERATIVE HOUSING SOCIETY LIMITED.
✓ v.	Xerox copy of Occupancy Certificate ref. no. CE/5761/BSII/AH dated 07.06.1980 for ground plus 06 upper floors issued by Municipal Corporation of Greater Bombay
✓ vi.	Original No Objection Certificate issued by the Society to mortgage said Flat in favour of Bank.
18	<p><b>Any other suggestion or advise to protect the security interest of the Bank:</b></p> <p>I. Bank is advised to mark bank's lien on the said Flat in the record of the Society and seek confirmation on the same from Society's office, upon creation of mortgage on the said Flat.</p> <p>II. In order to protect security interest of the Bank, it is advisable to obtain certified copy of Agreement for sale and to compare the same with original agreement for sale.</p> <p>III. Bank is advised to cause the personal visit of the said Flat and bring on record, the personal visit report and inspection report of the Bank Official.</p> <p>IV. Further, the notice of intimation at concerned Sub-Registrar Office and CERSAI should be complied within 30 days from creation of Equitable Mortgage.</p>

  
**Sangeeta Karkera**  
**(Advocate)**