

Ref. No.656_2021_SBI_PR

**PROPOSED PURCHASER:
MR.NARAYAN RAJKUMAR MISHRA AND
MR.KAMLESH KUMAR RAJKUMAR MISHRA**

Add: Flat No.901, 9thFloor, "Terrain Heights", Yashwant Nagar,
Aaram Society Road, Near Vakola, Santacruz (E),
Mumbai - 400 055.

Ref. No.656_2021_SBI_PR

Date: 21.07.2021

ANNEXURE FORMAT - B
(NAME OF VALUER: AMIT N. YERAM)

TO,
STATE BANK OF INDIA
BRANCH: RACPC CHINCHPOKALI

VALUATION REPORT (IN RESPECT OF UNITS)

I. GENERAL		
1.	Purpose for which the valuation is made	: To determine fair market value of Residential units
2.	a) Date of inspection	: 20.07.2021
	b) Date on which the valuation is made	: 21.07.2021
3.	List of documents produced for perusal Draft Agreement dtd.19.07.2021 between Mrs. Karishma Kishan Lalwani ("Transferor") And Mr.Narayan Rajkumar Mishra and Mr. Kamlesh Kumar Rajkumar Mishra ("Transferees") Index II dtd.18.04.2018 executed between M/s. Terrain Infrastructure Pvt. Ltd. through its Director Shri. Raja Ramesh Advani (Developers/Builders") And Mrs. Karishma Kishan Lalwani ("Purchaser") Vide Doc.No.Andheri-7- 4150/2018 Part Occupancy Certificate issued by MCGM bearing Ref. No. CE/2553/WS/AH (337)-BCC/Amend(2) of 21 August 2020 the Part 1 development of residential building comprising of Stilt (for Stack car parking) + 1 st (pt.) + 2 nd (pt.) + 3 rd to 7 th + 8 th (pt.) + 9 th + 10 th + 11 th (pt.) upper floors (excluding Flat No.2 on plot bearing CTS No.3157-a, 3195-a3195-b of Village Kolekalyan University at Santacruz East, Mumbai.	
4.	Name of the owner(s) and his/ their address(es) with Phone no. (details of share of each owner in case of join to ownership)	: SELLER/VENDOR : MRS.KARISHMA KISHAN LALWANI PROPOSED PURCHASER: MR. NARAYAN RAJKUMAR MISHRA AND MR. KAMLESH KUMAR RAJKUMAR MISHRA JOINT OWNERSHIP
5.	Brief description of the property (Including leasehold/free hold etc)	: The flat under valuation is 3 BHK type flat in the Building named as "Terrain Heights", comprises of Stilt + 11 th upper floors with 2 lifts & 2 No. of staircase. The said building is situated at Village Kolekalyan, Near Vakola & about 1.8km. distance from Santacruz Railway Station. Considered Freehold property [Refer legal opinion]

6.	Location of property		
	a)	Plot No./ Survey No.	: CTS No.3157-a, 3195-a3195-b
	b)	Door No.	: Flat No.901
	c)	T.S. No./Village	: Kolekalyan University
	d)	Ward/Taluka	: Andheri
	e)	Mandal /District	: Mumbai
	f)	Date of issue and validity of layout of approved map/plan	: Part Occupancy Certificate Ref. No. CE/2553/WS/AH (337)-BCC / Amend (2) of 21 August 2020
	g)	Approved map / plan issuing authority	: MCGM
	h)	Whether genuineness or authenticity of approved map / plan is verified	: Yes
	i)	Any other comments by our empanelled Valuers on authentic of approved plan	: No
7.	Postal address of the property		: Flat No.901, 9 th Floor, "Terrain Heights", Yashwant Nagar,Aaram Society Road, Near Vakola, Santacruz (E),Mumbai - 400 055.
	Landmark		: Near Vakola/Aaram Society
8.	City/Town		:
	Residential Area		: Residential Area
	Commercial Area		: Commercial Area
	Industrial Area		: -
9.	Classification of the area		
	i)	High/Middle/Poor	: High class
	ii)	Urban/Semi Urban/Rural	: Urban Area
10.	Coming under Corporation limit / Village Panchayat /Municipality		: Within Limits of Municipal Corporation of Greater Mumbai
11.	Whether covered under any State / Central Govt. enactments (e.g. Urban L and Ceiling Act) or notified under agency area/ scheduled area /cantonment area		: None
12.	Boundaries of the property		: Flat
	North		: Lift
	South		: End of the Wall
	East		: End of the Wall
	West		: Flat No.902
13.	Dimensions of the site		: A B
			: As per the Deed Actual
	North		: -- Road
	South		: -- Chawl
	East		: -- Tulip Building
	West		: -- Mangal Varsha Building
14.	Extent of the site		: Carpet area = 825 sq.ft. (as per agreement) Built Up Area = 92 sq.mtr. 990 sq.ft. (As per agreement index II)
14.1	Latitude, Longitude & Co-ordinates of Unit		: Latitude :19.077762N Longitude : 72.854734E

15.	Extent of the site considered for valuation (least of 13A & 13B)	:	Carpet area = 825 sq.ft. (as per agreement) Built Up Area = 92 sq.mtr. 990 sq.ft. (As per agreement index II)
16.	Whether occupied by the owner / tenant? If occupied by tenant, since how long? Rent received per month.	:	Vacant
APARTMENT BUILDING			
1.	Nature of the Apartment	:	Residential
2.	Location	:	
	T. S. No.	:	CTS No.3157-a, 3195-a3195-b
	Block No.	:	Flat No.901
	Ward No.	:	-
	Village/Municipality/Corporation	:	MCGM
	Door No., Street or Road (Pin Code)	:	Flat No.901, Pin Code - 400 055
3.	Description of the locality Residential / Commercial / Mixed	:	Residential cum Commercial
4.	Year of Construction	:	Part O.C. - 2020
5.	Number of Floors	:	Stilt + 11 th upper floors with 2 lifts & 2 No. of staircase.
6.	Type of Structure	:	RCC Structure
7.	Number of Dwelling units in the building	:	4 Nos. of Flat on each floor
8.	Quality of Construction	:	Good
9.	Appearance of the Building	:	Good
10.	Maintenance of the Building	:	Good
11.	Facilities Available	:	
	Lift	:	Provided
	Protected Water Supply	:	Provided
	Underground Sewerage	:	Provided
	Car Parking - Open/ Covered	:	Provided
	Does Compound wall exist?	:	Provided
	Is pavement laid around the Building	:	Provided
III	Unit	:	
1	The floor on which the Unit is situated	:	9 th Floor
2	Door No. of the Unit	:	Flat No.901
3	Specifications of the Unit	:	
	Roof	:	RCC
	Flooring	:	Vitrified
	Doors	:	Wooden Door
	Windows	:	Aluminium Sliding Windows
	Kitchen	:	Granite
	Fittings	:	Concealed
	Finishing	:	Duly Plastered
4.	House Tax	:	Not Provided for perusal
	Assessment No.	:	Not Provided for perusal
	Tax paid in the name of	:	Not Provided for perusal
	Tax amount	:	Not Provided for perusal
5.	Electricity Service Connection no.	:	Not Provided for perusal
	Meter Card is in the name of	:	Not Provided for perusal
6.	How is the maintenance of the Unit?	:	Good

7.	Sale Deed executed in the name of	:	PROPOSED PURCHASER: MR. NARAYAN RAJKUMAR MISHRA AND MR. KAMLESH KUMAR RAJKUMAR MISHRA
8.	What is the undivided area of land as per Sale Deed?	:	Not applicable
9.	What is the plinth area of the Unit?	:	NA
10.	What is the floor space index (app.)	:	Not applicable
11.	What is the Carpet Area of the Unit?	:	Carpet area = 825 sq.ft. (as per agreement) Built Up Area = 92 sq.mtr. 990 sq.ft. (As per agreement index II)
12.	Is it Posh/ I class / Medium / Ordinary	:	Posh
13.	Is it being used for Residential or Commercial purpose?	:	Residential purpose
14.	Is it Owner-occupied or let out?	:	Vacant
15.	If rented, what is the monthly rent?	:	Rs.50000/- per month
IV	MARKETABILITY	:	
1	How is the marketability?	:	Good
2	What are the factors favouring for an extra Potential Value?	:	Developing Area
3	Any negative factors are observed which affect the market value in general?	:	Nothing such observed
V	Rate	:	
1	After analyzing the comparable sale instances, what is the composite rate for a similar Unit with same specifications in the adjoining locality? - (Along with details / reference of at-least two latest deals / transactions with respect to adjacent properties in the areas)	:	As enquired with local brokers & real estate agent are transacted @ Rs.20000/- to Rs.24,000/- per sq. ft. On BUA Hence Residential rate considered on Rs.23000/- basis on BUA
2	Assuming it is a new construction what is the adopted basic composite rate of the Unit under valuation after comparing with the specifications and other factors with the Unit under comparison (give details).	:	Market rates in the vicinity are in the range of Rs.20000/- to Rs.25000/- per sq.ft. depending upon locality & amenities provided.
3	Break - up for the rate	:	
	i) Building + Services	:	Rs.2000/- per sq.ft.
	ii) Land + Others	:	Rs.21000/- per sq.ft.
	Guideline rate obtained from the Registrar's office (an evidence thereof to be enclosed)	:	Residential Rate as on 2021 - 22, Sub Zone No.31/172, Rs.1,71,260/- per sq. mtr.
VI	COMPOSITE RATE ADOPTED AFTER DEPRECIATION	:	
a.	Depreciated building rate	:	N.A.
	Replacement cost of Unit with Services (V (3)i)	:	N.A.
	Age of the building	:	1 years
	Life of the building estimated	:	59years (Subject to regular & proper maintenance)

	Depreciation percentage assuming the salvage value as 10%	:	N.A.
	Depreciated Ratio of the building	:	N.A.
b.	Total composite rate arrived for valuation	:	N.A.
	Depreciated building rate VI (a)	:	N.A.
	Rate for Land & other V (3)ii	:	N.A.
	Total Composite Rate	:	Rs.23,000/- per sq.ft
	Insurance	:	Rs.24,75,000/-

DETAILS OF VALUATION

SR. No.	Description	QTY	Rate per unit	Estimated Value Rs.
1	Built Up Area of Flat No.901	990Sq.ft.	Rs.23,000	Rs.2,27,70,000
Q1	1 Car Parking Space	1	Lump Sum	Rs.8,00,000
2	Wardrobes			NA
3	Showcases			NA
4	Kitchen Arrangements			NA
5	Superfine Finish			NA
6	Interior Decorations			NA
7	Electricity deposits / electrical fittings, etc.,			NA
8	Extra collapsible gates / grill works etc.,			NA
9	Potential value, if any			NA
10	Others			NA
	TOTAL			Rs.2,35,70,000

Remark :Nil

As a result of my appraisal and analysis, it is my considered opinion that the fair and realizable value of the above property in the prevailing condition with aforesaid specification is Rs.2,35,70,000/- (Rs. Two Crores Thirty five Lakh Seventy Thousand Only)

Date :21.07.2021

AMIT N. YERAM.

B.E. (Civil), Chartered Engg., FIV, IIV-RVO
GOVT. APPROVED VALUER
REG. NO. CAT-I-501/2017

The under signed has inspected the property through his competent person detailed in the Valuation Report dated 21.07.2021 on 20.07.2021. We are satisfied that the fair and realizable value of the property say value is Rs.2,35,70,000/- (Rs. Two Crores Thirty five Lakh Seventy Thousand Only)

Date:

Signature

(Name of the Branch Manager with office Seal)

DECLARATION- CUM- UNDERTAKING

I, Amit N. Yeram son of Narayan Yeram do hereby solemnly affirm and state that:

- a. I am a citizen of India
- b. I, will not undertake valuation of any assets in which I have a direct or indirect interest or become so interested at any time during a period of three years prior to my appointment as valuer or three years after the valuation of assets was conducted by me
- c. The information furnished in my valuation report dated 21.07.2021 true and correct to the best of my knowledge and belief and I have made an impartial and true valuation of the property.
- d. My competent person inspected the property 20.07.2021. The work is not sub- contracted to any other valuer and carried out by myself.
- e. Valuation report is submitted in the format as prescribed by the Bank.
- f. I have not been depanelled/ delisted by any other bank and in case any such depanelment by other banks during my empanelment with you, | will inform you within 3 days of such depanelment. | have not been removed/ dismissed from service/ employment earlier
- g. I have not been convicted of any offence and sentenced to a term of imprisonment
- h. I have not been found guilty of misconduct in professional capacity
- i. I have not been declared to be unsound mind
- j. I am not an undercharged bankrupt, or has not applied to be adjudicated as a bankrupt;
- k. I am not an undercharged insolvent
- l. I have not been levied a penalty under section 271J of Income-tax Act, 1961 (43 of 1961) and time limit for filing appeal before Commissioner of Income- tax (Appeals) or Income-tax Appellate Tribunal, as the case may be has expired, or such penalty has been confirmed by Income-tax Appellate Tribunal, and five years have not elapsed after levy of such penalty
- m. I have not been convicted of an offence connected with any proceeding under the Income Tax Act 1961, Wealth Tax Act 1957 or Gift Tax Act 1958 and
- n. My PAN Card number/ Service Tax number as applicable is ABRPY9332M
- o. I undertake to keep you informed of any events or happenings which would make me ineligible for empanelment as a valuer
- p. I have not concealed or suppressed any material information, facts and records and I have made a complete and full disclosure
- q. I have read the Handbook on Policy, Standards and procedure for Real Estate Valuation, 2011 of the IBA and this report is in conformity to the "Standards" enshrined for valuation in the Part-B of the above handbook to the best of my ability
- r. I have read the International Valuation Standards (IVS) and the report submitted to the Bank for the respective asset class is in conformity to the "Standards" as enshrined for valuation in the IVS in "General Standards" and "Asset Standards" as applicable
- s. I abide by the Model Code of Conduct for empanelment of valuer in the Bank. (Annexure V- A signed copy of same to be taken and kept along with this declaration)

- t. I am registered under Section 34 AB of the Wealth Tax Act, 1957. (Strike off, if not applicable)
- u. My CIBIL Score and credit worthiness is as per Bank's guidelines.
- v. I am the proprietor of the firm, who is competent to sign this valuation report.
- w. I will undertake the valuation work on receipt of Letter of Engagement generated from the system (i.e. LLMS/LOS) only.
- x. Further, I hereby provide the following information.

Sr. No	Particulars	Valuer comment
1	Background information of the asset being valued;	Residential purpose
2	Purpose of valuation and appointing authority	To Ascertain the Fair market value of the property
3	Identity of the valuer and any other experts involved in the valuation;	Amit N. Yeram
4	Disclosure of valuer interest or conflict, if any;	No
5	Date of appointment, valuation date and date of report;	21.07.2021
6	Inspections and/or investigations undertaken;	Local Broker and on line sale instances available
7	Nature and sources of the information used or relied upon;	Through Real estate broker sites like 99 Acres and Magic bricks.
8	Procedures adopted in carrying out the valuation and valuation standards followed:	As per Bank norms
9	Restrictions on use of the report, if any;	Only for banking Purpose
10	Major factors that were taken into account during the valuation	Marketability of the property
11	Major factors that were not taken into account during the valuation	NA
12	Caveats, limitations and disclaimers to the extent they explain or elucidate the limitations faced by valuer, which shall not be for the purpose of limiting his responsibility for the valuation report	Veracity of the documents should verify through its legal counsel.

Date :21.07.2021

AMIT N. YERAM.
 B.E. (Civil), Chartered Engg., FIV, IIV-RVO
 GOVT. APPROVED VALUER
 REG. NO. CAT-I-501/2017

MODEL CODE OF CONDUCT FOR VALUERS

Integrity and Fairness

1. A valuer shall, in the conduct of his/its business, follow high standards of integrity and fairness in all his/its dealings with his/its clients and other valuers.
2. A valuer shall maintain integrity by being honest, straight forward, and forth right in all professional relationships.
3. A valuer shall endeavour to ensure that he/it provides true and adequate information and shall not misrepresent any facts or situations.
4. A valuer shall refrain from being involved in any action that would bring disrepute to the profession.
5. A valuer shall keep public interest foremost while delivering his services.

Professional Competence and Due Care

6. A valuer shall render at all times high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment.
7. A valuer shall carry out professional services in accordance with the relevant technical and professional standards that may be specified from time to time
8. A valuer shall continuously maintain professional knowledge and skill to provide competent professional service based on up-to-dated developments in practice, prevailing regulations/guidelines and techniques.
9. In the preparation of a valuation report, the valuer shall not disclaim liability for his/its expertise or deny his/ its duty of care, except to the extent that the assumptions are based on statements off act provided by the company or its auditors or consultants or information available in public domain and not generated by the valuer.
10. A valuer shall not carry out any instruction of the client in so far as they are in compatible with the requirements of integrity, objectivity and independence.
11. A valuer shall clearly state to his client the services that he would be competent to provide and the services for which he would be rely in go not her valuers or professionals or for which the client can have a separate arrangement with other valuers.

Independence and Disclosure of Interest

12. A valuer shall act with objectivity in his /its professional dealings by ensuring that his /its decisions are made without the presence of any bias, conflict of interest, coercion, or undue influence of any party, whether directly connected to the valuation assignment or not.
13. A valuer shall not take up an assignment if he /it or any of his/its relatives or associates is not independent in terms of association to the company.
14. A valuer shall maintain complete independence in his/ its professional relationships and shall conduct the valuation independent of external influences. A valuer shall wherever necessary disclose to the clients, possible sources of conflicts of duties and interests, while providing un biased services.

15. A valuer shall not deal in securities of any subject company after any time when he/ it first becomes aware of the possibility of his/ its association with the valuation, and accordance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 or till the time the valuation report becomes public, whichever is earlier.
16. A valuer shall not indulge in "mandate snatching" or offering "convenience valuations" in order to cater to a company or client's needs.
17. As an independent valuer, the valuer shall not charge success fee.
18. In any fairness opinion or independent expert opinion submitted by a valuer, if there has been a prior engagement in an unconnected transaction, the valuer shall declare the association with the company during the last five years.

Confidentiality

19. A valuer shall not use or divulge to other clients or any other party any confidential information about the subject company, which has come to his / its knowledge without proper and specific authority or unless there is alligator professional right or duty to disclose.

Information Management

20. A valuer shall ensure that he /it maintains written contemporaneous records for any decision taken, the reasons for taking the decision, and the information and evidence in support of such decision. This shall be /its decisions and actions.
21. A valuer shall appear, co-operate and be available for inspections and investigations carried out by the authority, any person authorized by the authority, the registered valuers organization with which he/ it is registered or any other statutory regulatory body.
22. A valuer shall provide all information and records as may be required by the authority, the Tribunal, Appellate Tribunal, the registered valuers organization with which he/it is registered, or any other statutory regulatory body.
23. A valuer while respecting the confidentiality of information acquired during the course of performing professional services, shall maintain proper working papers for a period of three years or such longer period as required in its contract for a specific valuation, for production before a regulatory authority or for a peer review. In the event of a pending case before the Tribunal or Appellate Tribunal, the record shall be maintained till the disposal of the case.

Gifts and Hospitality

24. A valuer or his/ its relative shall not accept gifts or hospitality which under mines or affects his independence as a valuer.
Explanation: For the purposes of this code the term 'relative' shall have the same meaning as defined in clause (77) of Section 2 of the Companies Act, 2013 (18 of 2013).
25. A valuer shall not offer gifts or hospitality or a financial or any other advantage to a public servant or any other person with a view to obtain or retain work for himself/ itself, or to obtain or retain an advantage in the conduct of profession for himself/ itself.

Remuneration and Costs

26. A valuer shall provide services for remuneration which is charged in a transparent manner, is areas on able reflection of the work necessarily and properly undertaken, and is not inconsistent with the applicable rules.
27. A valuer shall not accept any fees or charges other than those which are disclosed in a written contract with the person to whom he would be rendering service. **Occupation, employability and restrictions.**
28. A valuer shall refrain from accepting too many assignments, if he/it is unlikely to be able to devote adequate time to each of his/its assignments.
29. A valuer shall not conduct business which in the opinion of the authority or the registered valuer organization discredits the profession.

Miscellaneous

30. A valuer shall refrain from under taking to review the work of another valuer of the same client except under written orders from the bank or housing finance institutions and with knowledge of the concerned valuer.
31. A valuer shall follow this code as amended or revised from time to time

Date :21.07.2021

AMIT N. YERAM.

B.E. (Civil), Chartered Engg., FIV, IIV-RVO
GOVT. APPROVED VALUER
REG. NO. CAT-I-501/2017

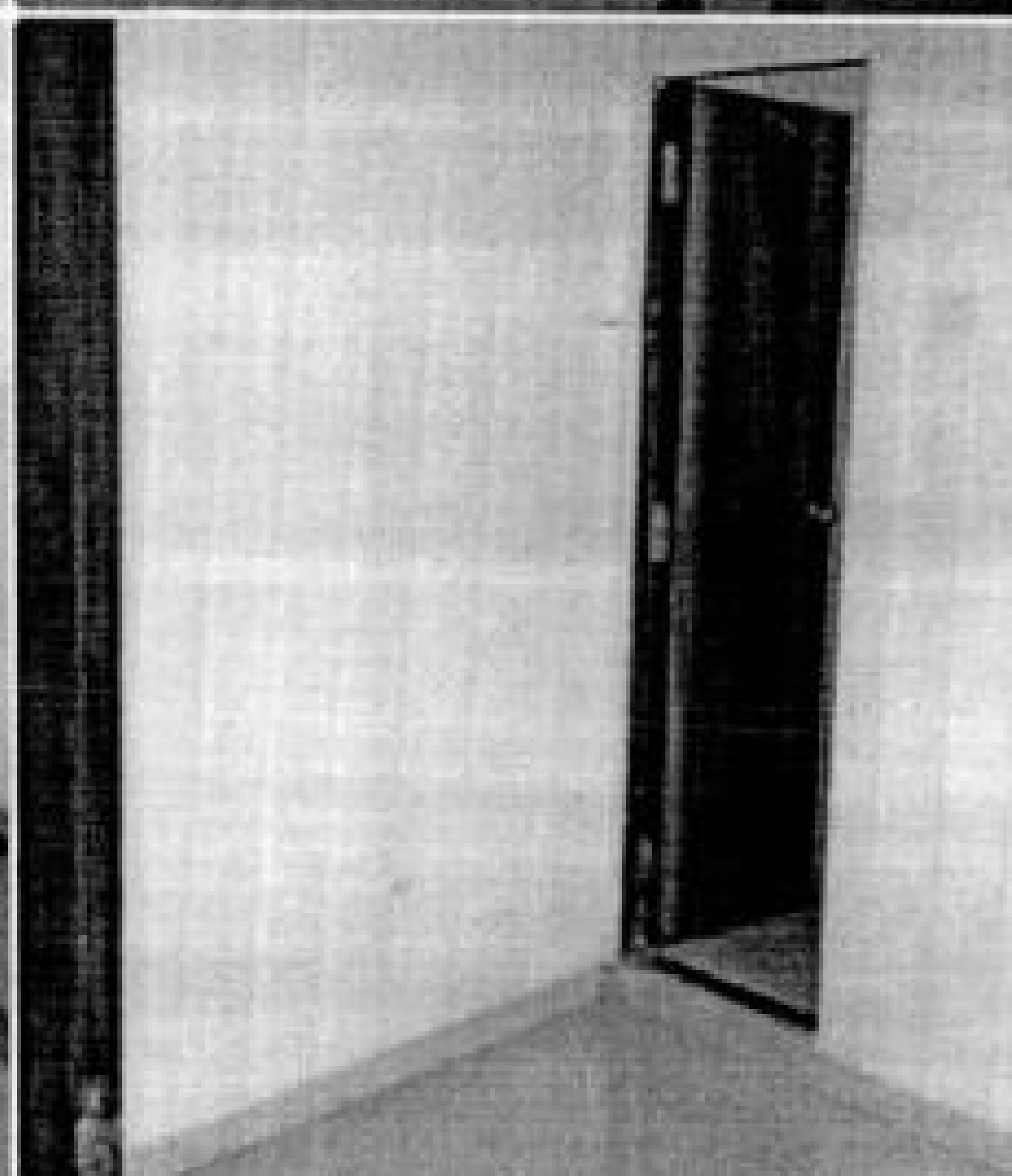
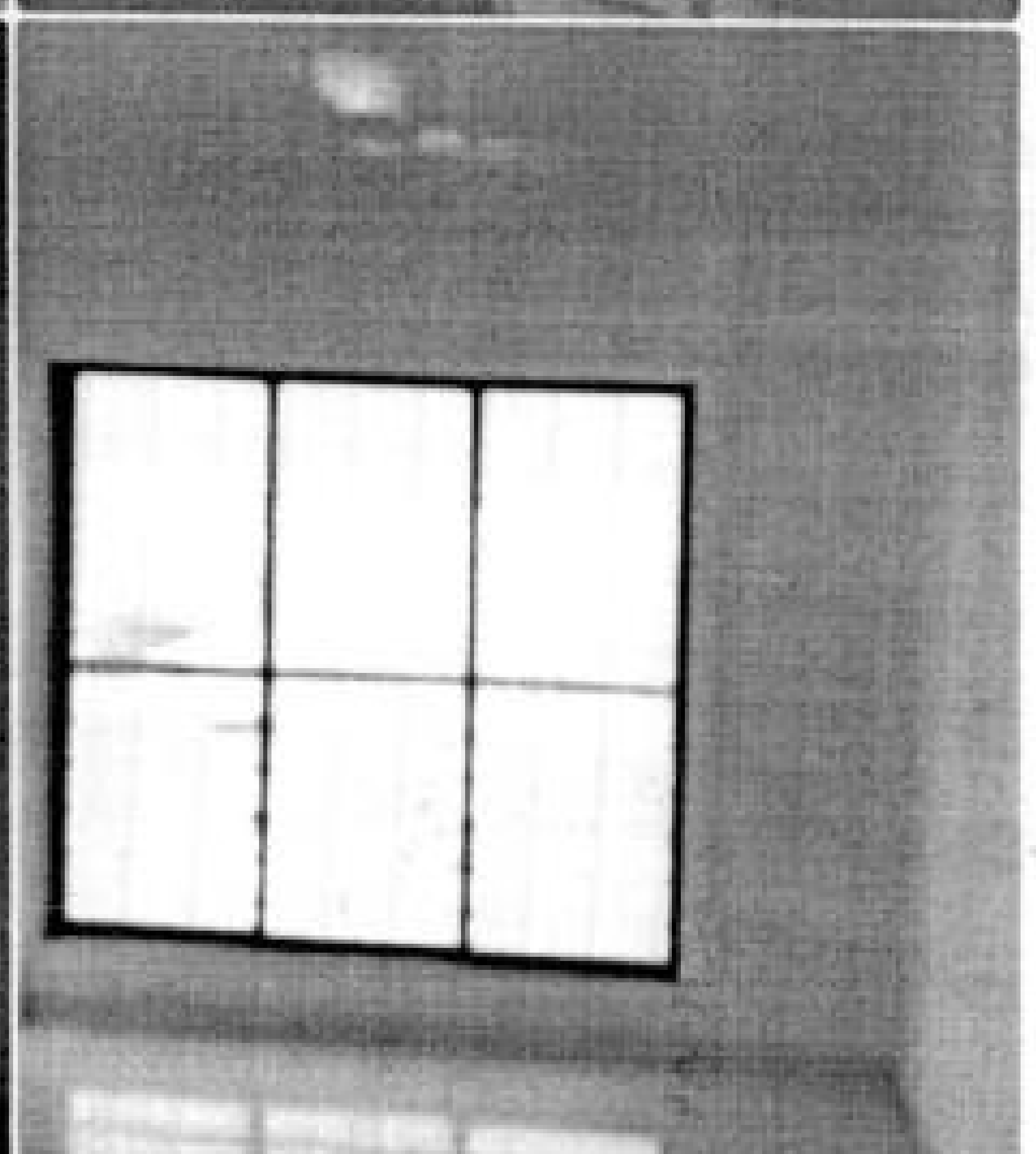
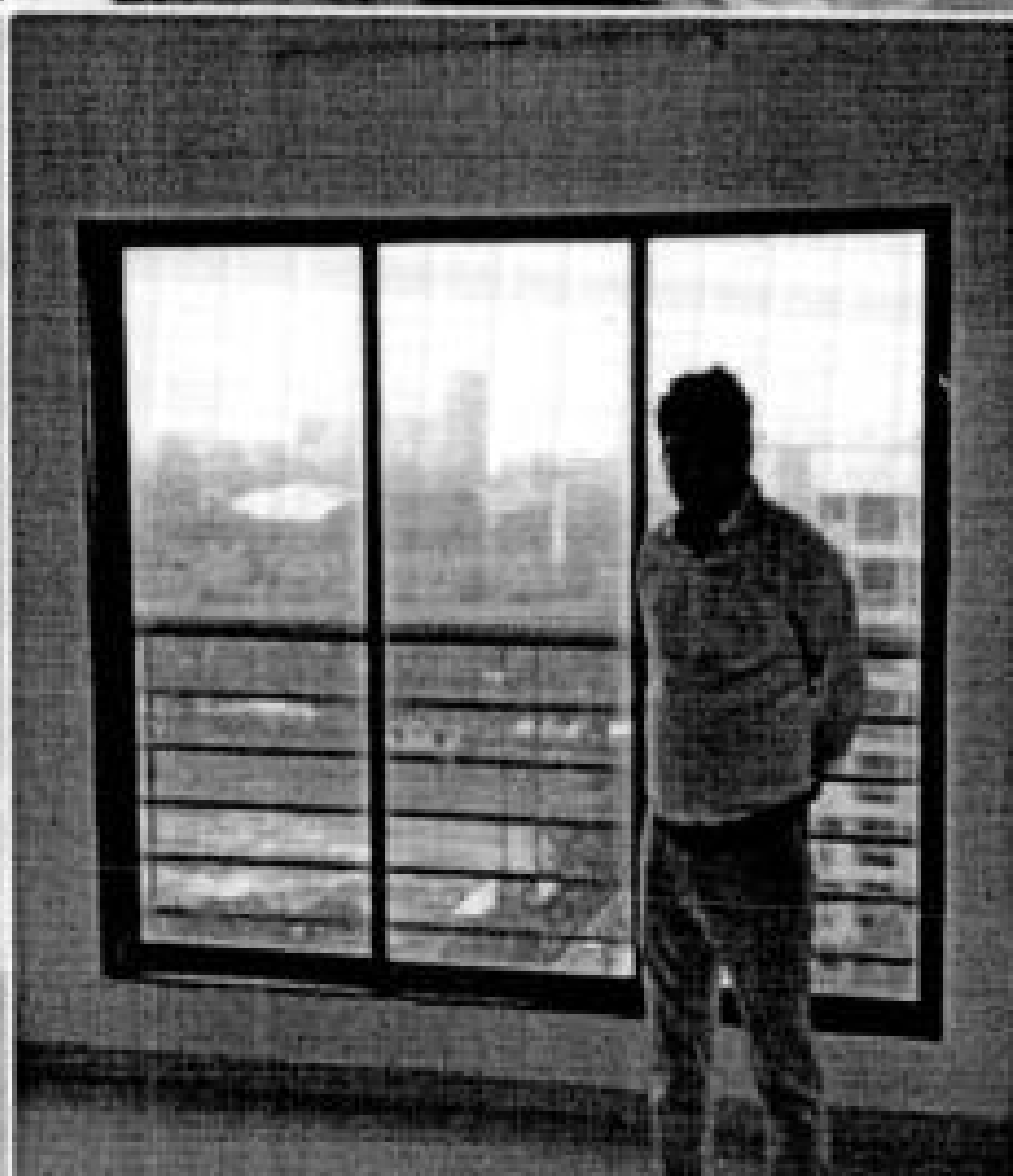
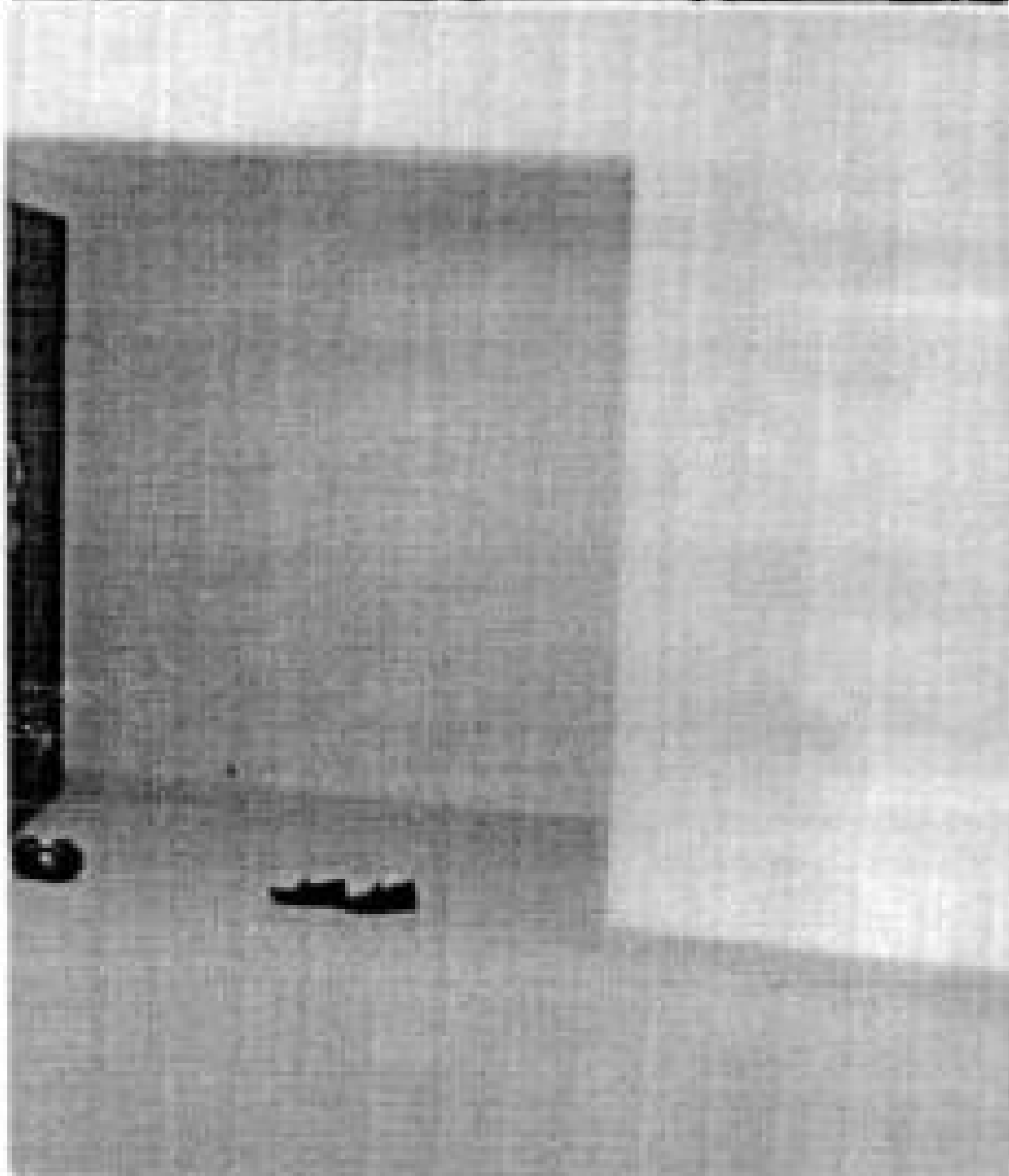
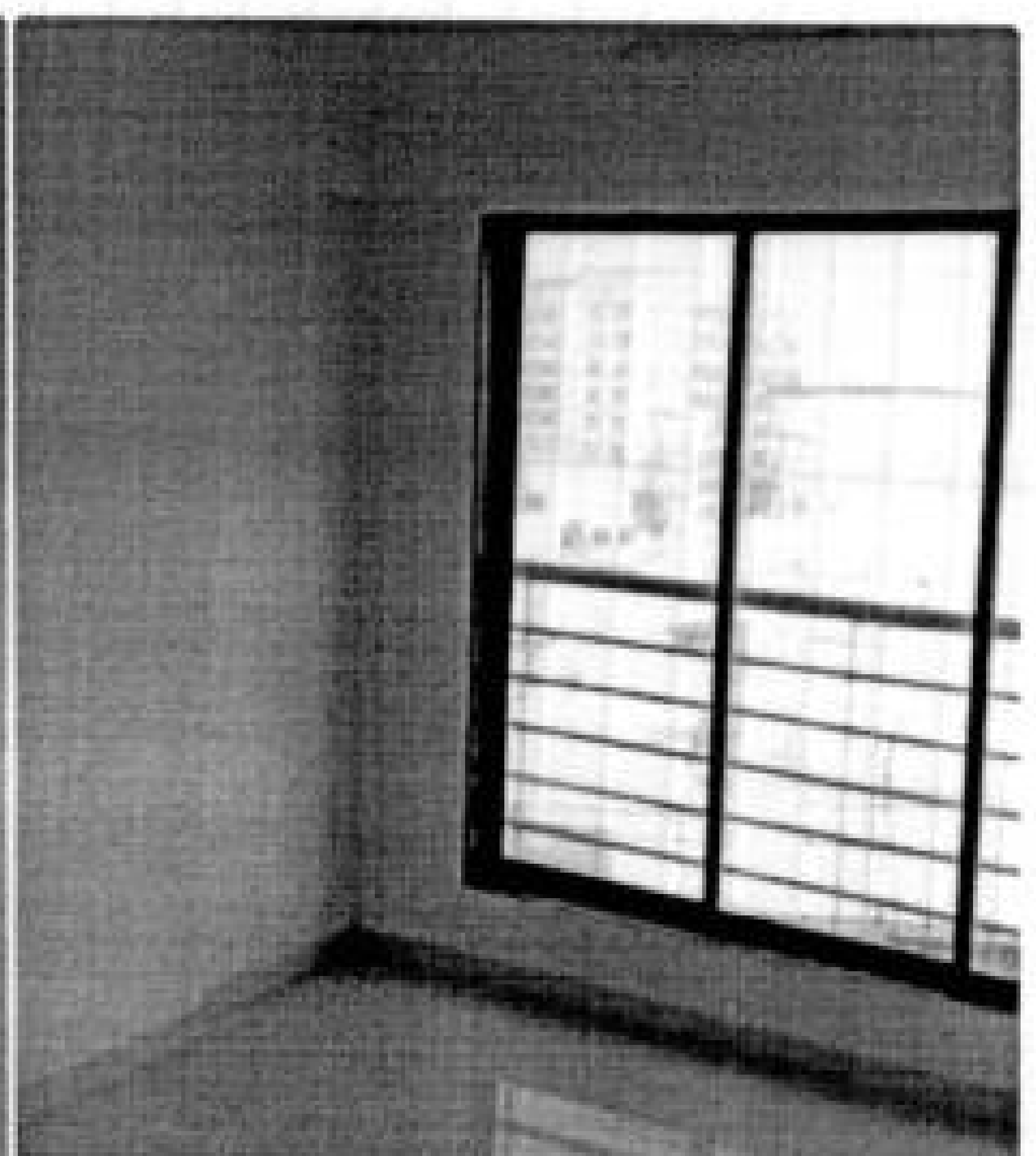


Photo showing Route Map



Photo showing Location Map

Photograph of the Property



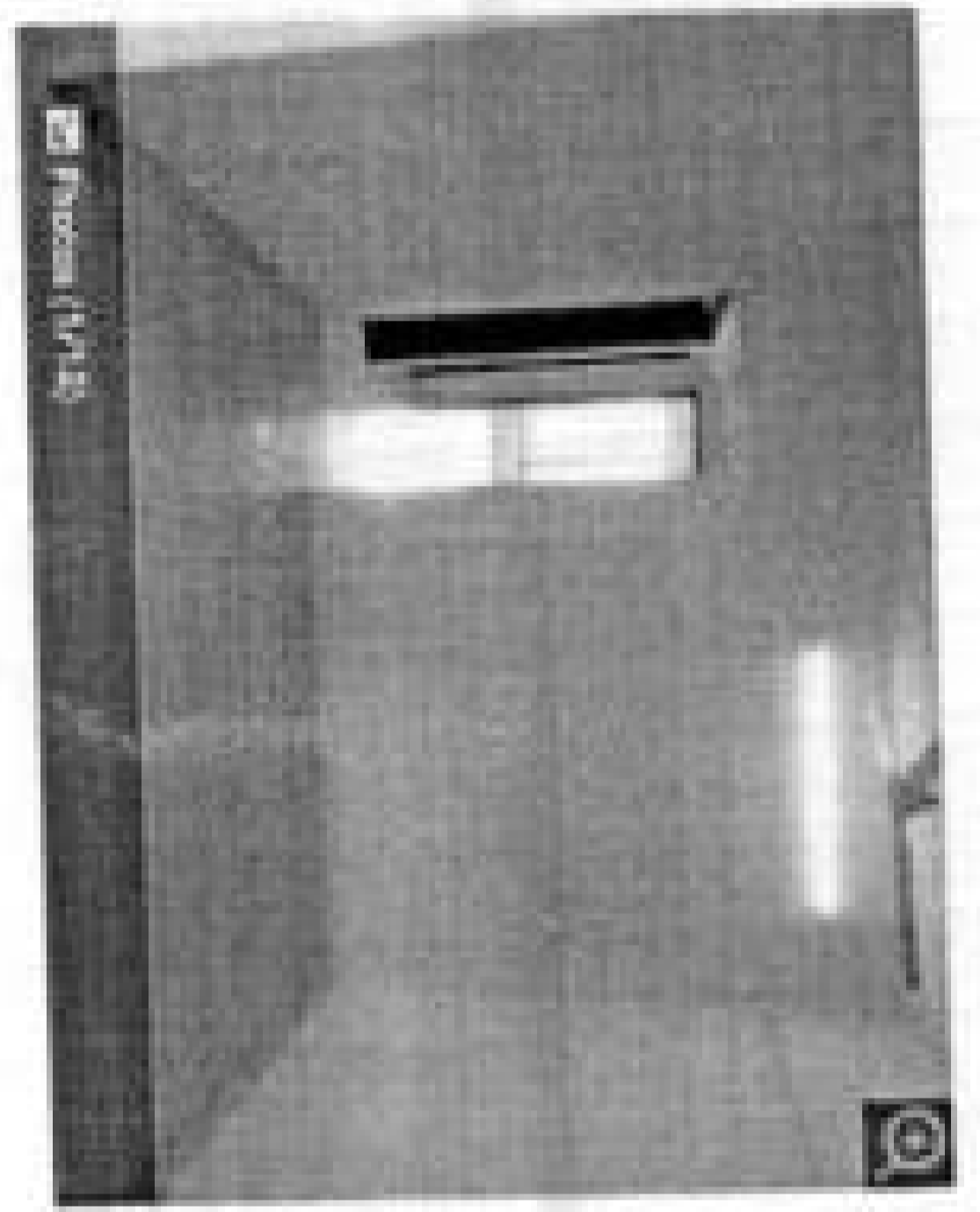
TERRAIN RIGHTS

Plot No.	Area (sq. ft.)	Owner Name	Address	Remarks
1	100	...	...	...
2	200	...	...	...
3	300	...	...	...
4	400	...	...	...
5	500	...	...	...
6	600	...	...	...
7	700	...	...	...
8	800	...	...	...
9	900	...	...	...
10	1000	...	...	...
11	1100	...	...	...
12	1200	...	...	...
13	1300	...	...	...
14	1400	...	...	...
15	1500	...	...	...

2.6 Cr

3BHK 2Baths

Overview Society Dealer Details Recommendations Price Trends



Super Built up area 1200 sq.ft. Built up area 1056 sq.ft. Carpet area 825 sq.ft.

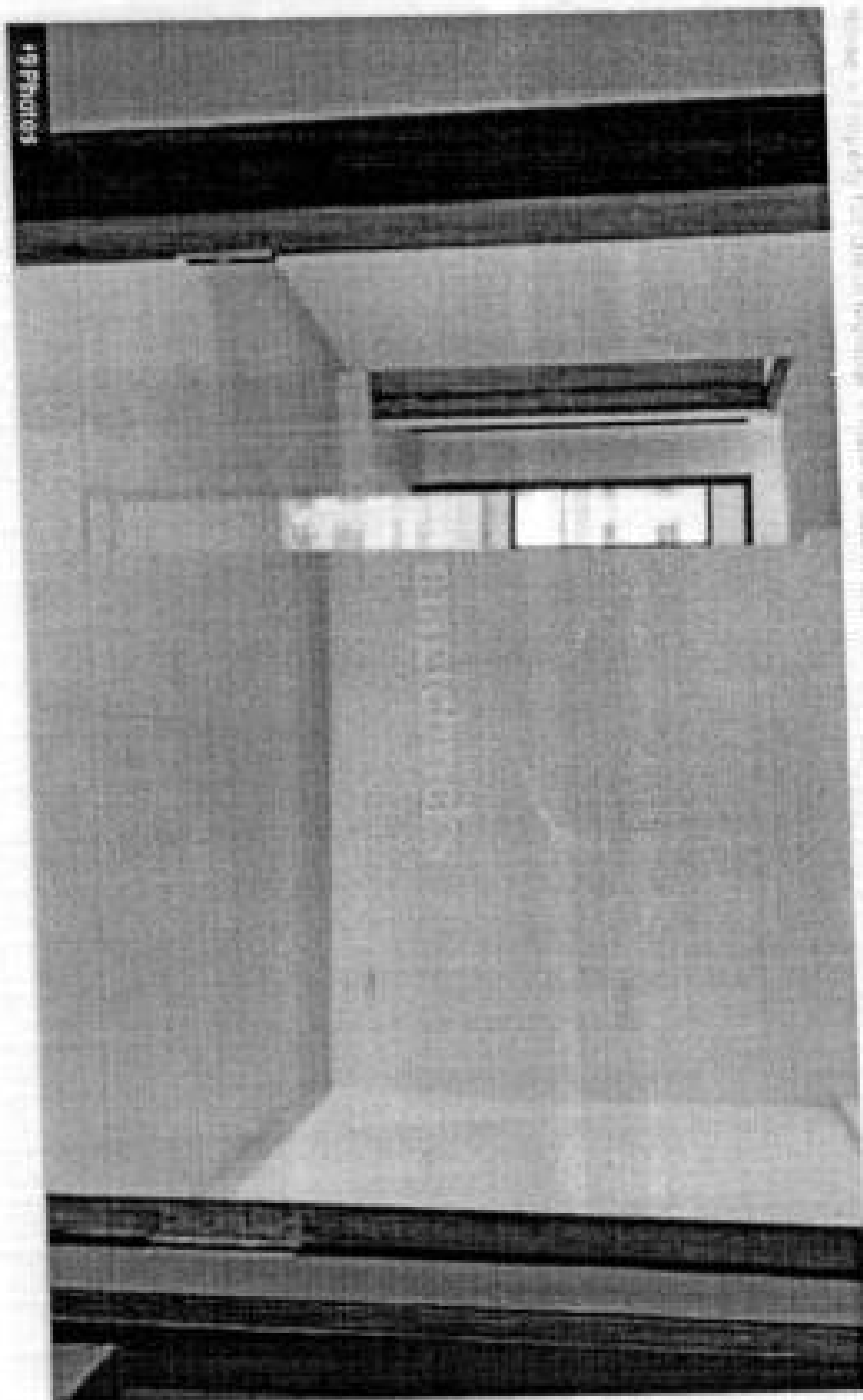
3 Bedrooms, 2 Bathrooms, 2 Balconies with Others. Terrain heights Southern (East), Mumbai South West

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Post Property



Bedrooms 2

Bathrooms 2

Puja Room 1

Super area 903 sqft

Carpet area 710 sqft

Loading 21%

2 BHK Flat For Sale Varoda, Mumbai. 2.10 Cr 710 Sq-ft 2 BHK Carpet area 2 Bathrooms

Contact Agent

Contact Now

RAJKUMAR K. SHUKLA
LAW FIRM
ADVOCATES & CONSULTANTS

Contact: 91-9833625098
022-22876392

Office No.10, 2nd Floor, Building No. 84, Janmabhumi Marg, Fort, Mumbai- 400 001
 Email:advshukla4@gmail.com

Ref:- SBI/RKS/SR/11611-11612/12/2021

Date:- 13.12.2021

To,
Assistant General Manager,
State Bank of India,
 RACPC, Chinchpokali,
 Mumbai

SUPPLEMENTARY TIR

Sub:- The Supplementary TIR of the Property at Flat No. 901, on the 9th Floor, Admeasuring area about 825 Sq. Feet (Carpet area) equivalent to 76.67 Sq. Meters, along with One Car Parking Space, in the Building known as "**TERRAIN HEIGHTS**" being constructed all that piece of parcel of land bearing CTS No. 3157/A and 3195A, Lying being and situated at Village Kolekalyan, Taluka Andheri and District Mumbai Suburban.

Name of Borrower/s: Mr. Narayan Rajkumar Mishra and Mr. Kamlesh R. Mishra.

Account No. **40403367317-40526081598.**

File No. **11611-11612.**

A. FOLLOWING DOCUMENTS ARE SCRUTINIZED IN FILE

- Original Agreement for Sale dated 18.10.2021 executed between Mrs. Karishma Kishan Lalwani as "The Transferor" of the One Part and Mr. Narayan Rajkumar Mishra and Mr. Kamlesh R. Mishra as "The Transferees" of the Other Part duly stamped and document registered under Serial No. 10593/2021 dated 18.10.2021, with the Sub-Registrar of Assurances, Andheri-4.
- Original Registration Receipt.
- Original Index-II.
- Original Agreement for Sale dated 18.04.2018 executed between M/s. Terrain Infrastructure Pvt. Ltd. as "The Promoter" of the One Part and Mrs. Karishma Kishan Lalwani as "The Purchaser" of the Other Part duly stamped and document registered under Serial No. BDR-18-4150-2018 dated 18.10.2021, with the Sub-Registrar of Assurances, Andheri-7.
- Original Registration Receipt.
- Original Index-II.
- Copy of Part Occupancy Certificate.



- Original TIR dated 21.10.2021 issued by Empanelled Advocate V.S. Legal Associates.
- Original NOC Letter issued by M/s. Terrain Infrastructure Pvt. Ltd., for creating equitable mortgage in favour of Bank.
- Original Notice of Intimation Receipt No. 1192 Document No. BDR9-1508-2021 dated 26.10.2021.

B. FOLLOWING FURTHER FORMALITIES ARE SUGGESTED

1. Obtain copies of latest Tax, Maintenance & Electricity Bills/Receipts in respect of the captioned Flat.

C. Validity of POA and documents executed under POA

Agreement for Sale dated 18.10.2021 and Agreement for Sale dated 18.04.2018 executed under POA, same is valid.

D. Demarcation of the land to be commented. Boundaries / extent covered etc. to be clearly specified.

Captioned flat is clearly demarcated. (Yes, as per Valuation Report the Flat is clearly demarcated).

CERTIFICATE OF TITLE

I have certified that the title documents mentioned in Point No. A are Original & genuine relating to the subject Property (ies) deposited as security by way of Equitable Mortgage and Certify that these are genuine and are valid evidence of Right, title and interest and that the said Equitable Mortgage has been created is satisfies the existing requirement of creation of equitable mortgage. There are no legal impediments in creation of the mortgage under any applicable law/rules in force & the same is valid & enforceable and has been duly mortgaged in favour of State Bank of India.

It is certified that the property is SARFAESI compliant.

As per your instruction I have caused Search at the concerned Sub Registrar Office for the period of 2021 (1 Year) and I have found following documents registered therein during the course of searches.

2021

Agreement for Sale dated 18.10.2021 executed between Mrs. Karishma Kishan Lalwani as "The Transferor" of the One Part and Mr. Narayan Rajkumar Mishra and Mr. Kamlesh R. Mishra as "The Transferees" of the Other Part duly stamped and document registered under Serial No.



10593/2021 dated 18.10.2021, with the Sub-Registrar of Assurances, Andheri-4.

Notice of Intimation regarding mortgage by way of deposit of Title Deed filed by Mr. Narayan Rajkumar Mishra and Mr. Kamlesh R. Mishra in favour of State Bank of India under Filing No. BDR9-1508-2021 dated 26.10.2021.

Date: 13.12.2021

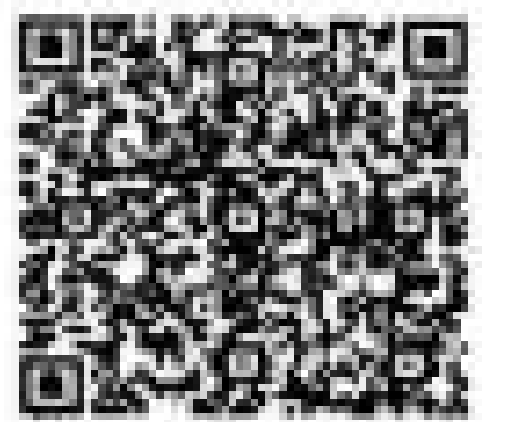
Place: Mumbai

Signature of the Advocate





CHALLAN
MTR Form Number-6



GRN	MH010058323202122E	BARCODE					Date	13/12/2021-16:39:24		Form ID	
Department	Inspector General Of Registration			Payer Details							
Type of Payment	Search Fee Other Items			TAX ID / TAN (If Any)							
				PAN No.(If Applicable)							
Office Name	BDR9_ANDHERI NO 3 SUB REGISTRAR			Full Name		Rajkumar K Shukla					
Location	MUMBAI			Flat/Block No.		Office No 10 b no 84					
Year	2021-2022 One Time			Premises/Building							
Account Head Details		Amount In Rs.		Road/Street		Janmbhumi Marg					
0030072201 SEARCH FEE		25.00		Area/Locality		fort Mumbai					
				Town/City/District							
				PIN		4 0 0 0 0 1					
				Remarks (If Any)							
				CTS No. 3157/A and 3195A Village Kolekalyan							
				Amount In		Twenty Five Rupees Only					
Total		25.00		Words							
Payment Details			CANARA BANK			FOR USE IN RECEIVING BANK					
Cheque-DD Details			Bank CIN		Ref. No.		02400412021121300909		1061312202102400909		
Cheque/DD No.			Bank Date		RBI Date		13/12/2021-16:38:13		Not Verified with RBI		
Name of Bank			Bank-Branch			CANARA BANK					
Name of Branch			Scroll No. , Date			Not Verified with Scroll					

Department ID :

Mobile No. : 9833625098

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

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

**RAJKUMAR K. SHUKLA
LAW FIRM
ADVOCATE & CONSULTANTS**

**Contact: 91-9833625098
022-22876392**

Office No.10, 2nd Floor, 84, Dholakwala Hospital Building, JanmabhumiMarg, Fort, Mumbai- 400 001 (Email: advshukla4@gmail.com)

RKS/SBI/TIR/63/10-2021

Date: -21.10.2021

To,

**The Assistant General Manager,
State Bank of India,
RACPC Chinchpokali, Branch
Mumbai.**

Dear Sir,

A/c. Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra.

MEMORANDUM OF COST

Professional Charges for taking Search

Prepared the Search Report

Rs. 1,975.00

Search Charges

Rs. 25.00

Total

Rs. 2,000.00

State Bank of India
Personal Banking Branch Mumbai
AC No.020002203839
IFC Code: SBIN0004205

Yours faithfully,

Mr. Rajkumar K. Shukla
Advocate



**RAJKUMAR K. SHUKLA
LAW FIRM
ADVOCATE & CONSULTANTS**

**Contact: 91-9833625098
022-22876392**

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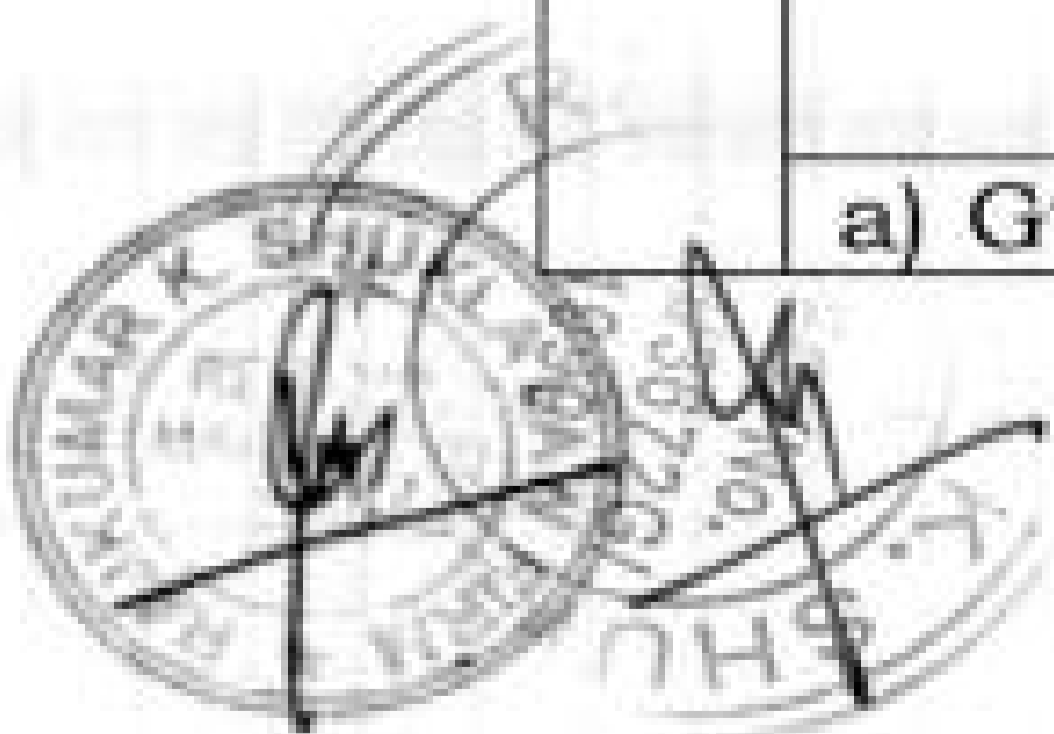
RKS/SBI/TIR/63/10-2021

Date: -21.10.2021

Annexure - B

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

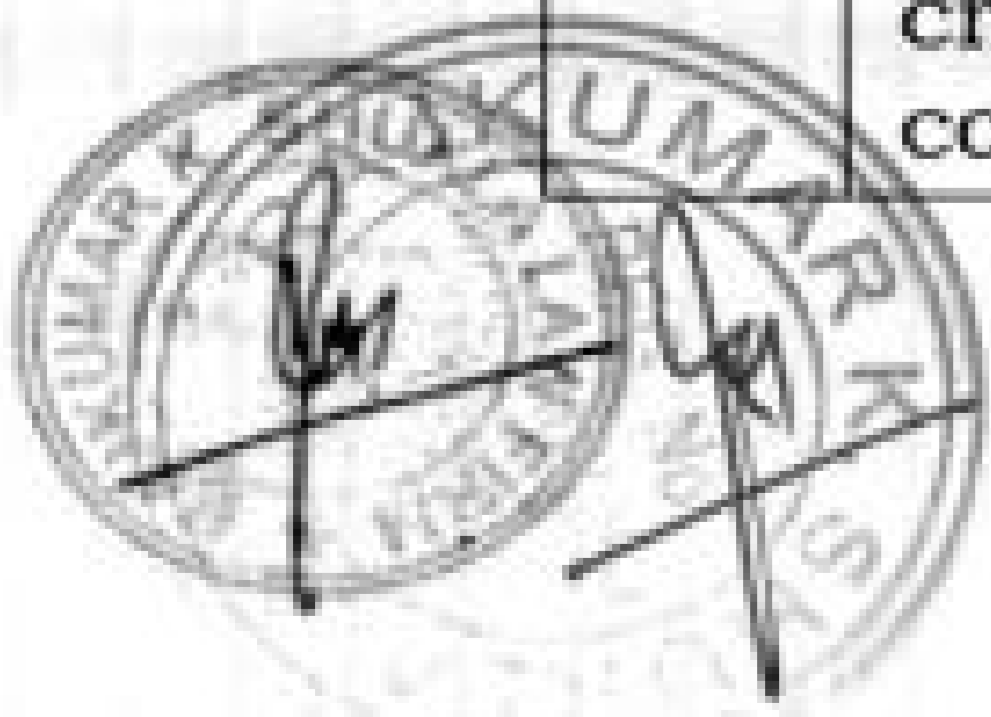
1.	a) Name of the Branch/ Business Office seeking opinion	State Bank of India, RACPC Chinchpokali, Branch, Mumbai.
	b) Reference No. and date of the letter under the cover of the documents tendered for scrutiny	By Hand
	c) Name of the Borrower.	Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra (Borrower) .
2.	a) Name of the Flat/Concern/Company/ person offering the property/(ies) as security.	Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra.
	b) Constitution of the Flat/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.	Mentioned herein under
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Property at Flat No.901, on the 9 th Floor, Admeasuring area 825 Sq. Feet (Carpet Area), along with One Car Parking Space, in the Building known as " TERRAIN HEIGHTS ", Lying being and situated at Yashwant Nagar, Kole Kalyan, Vakola, Santacruz (East), Mumbai-400 055, constructed on the land bearing CTS No. 3157/A & 3195/A, of Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai and bounded as follows:- On or the Towards East by:- CTS No. 3178 On or the Towards West by:- CTS No. 3224 and 3196 On or the Towards North by:- CTS No. 3158 On or the Towards South by:- CTS No. 3194.
	a) Gut No.	CTS No. 3157/A & 3195/A.



	b) Door no. (in case of house property)	Flat No.901		
	c) Extent/ area including plinth/ built up area in case of house property	Admeasuring area 825 Sq. Feet (Carpet Area), along with One Car Parking Space.		
	d) Locations like name of the place, village, city, registration, sub-district etc.	Lying being and situated at Yashwant Nagar, Kole Kalyan, Vakola, Santacruz (East), Mumbai-400 055, of Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai.		
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		
	Sr. No.	Date of Document	Name of the parties	Original/Certified Photocopy/true copy
	A	18.10.2021 18.10.2021	Agreement for Sale dated 18.10.2021 executed between Mrs. Karishma Kishan Lalwani as "The Transferor" of the One Part and Mr. Narayan Rajkumar Mishra and Mr. Kamlesh Kumar Rajkumar Mishra, as "The Transferees" of the Other Part, duly stamped and document registered under Sr. No. BDR-15-10593-2021 dated 18.10.2021, by Registrar of Andheri-4, (Stamp Duty-8,57,100/-). Registration Receipt No.11443 Dated 18.10.2021 of Rs. 30,760/- issued by office of Sub-Registrar of Andheri-4, in the name of Narayan Rajkumar Mishra.	Photocopy



	B	18.04.2018 18.04.2018	Agreement for Sale dated 18.04.2018, executed between M/s. Terrain Infrastructure Pvt. Ltd., as "The Promoters", of the One Part and Mrs. Karishma Kishan Lalwani as "The Purchaser", of the Other Part, duly stamped and document registered under Sr. No. BDR-18-4150-2018 dated 18.04.2018, by Registrar of Andheri-7. Registration Receipt No. 4436 Dated 18.04.2018, in the name of Karishma Kishan Lalwani, by Sub-Registrar of Andheri-7.	Photocopy
	C	31.10.2008 15.12.2017 07.12.2017 21.08.2020	Intimation of Disapproval issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/EB/2553/WS/AH dated 31.10.2008. Commencement Certificate issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/ 2553/WS/AH (337) dated and further amended on 15.12.2017 to commenced construction of building consisting Ground + 11 th (Pt) Floor as per amended plan on 07.12.2017. Part Occupancy Certificate issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/2553/WS/AH (337)-BCC/Amend (2) dated 21.08.2020. RERA Registration Certificate No. P51900009101 .	Photocopy
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 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, 1985 to 2021	
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.		Yes partly from 1992 to 2021	

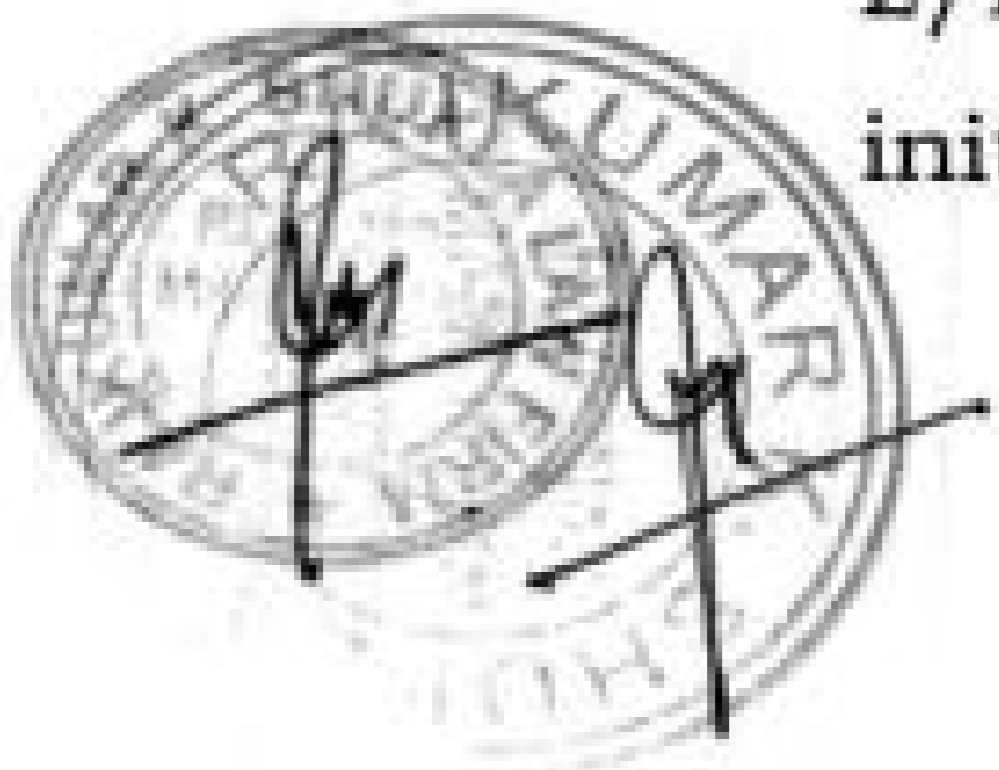


	c) Whether the genuineness of the stamp paper is possible to be got verified from online portal and if so whether such verification was made?	Yes
7.	a) Property offered as security falls within the Jurisdiction of which sub-registrar office?	Office of Sub-Registrar of Assurance Andheri/Bandra.
	b) Whether 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?	Office of Sub-Registrar of Assurance Andheri/Bandra.
	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. (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)	As state hereunder

- The documents produced before me, I am of the opinion that the land bearing Survey No. 348 Hissa No. 5 (Pt), CTS No. 3157, admeasuring area 285.7 Sq. Meters, lying and situated at Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai, was belonging to Shri. Kashinathrao Chandrarao Ghawalkar as the Owner of the said Property, who has by an Agreement dated 14.06.1976 the said Shri. Kashinathrao Chandrarao Ghawalkar agreed to sale said property to Shri. Shankar Hazarimal Sarin, on the terms and conditions contained therein.

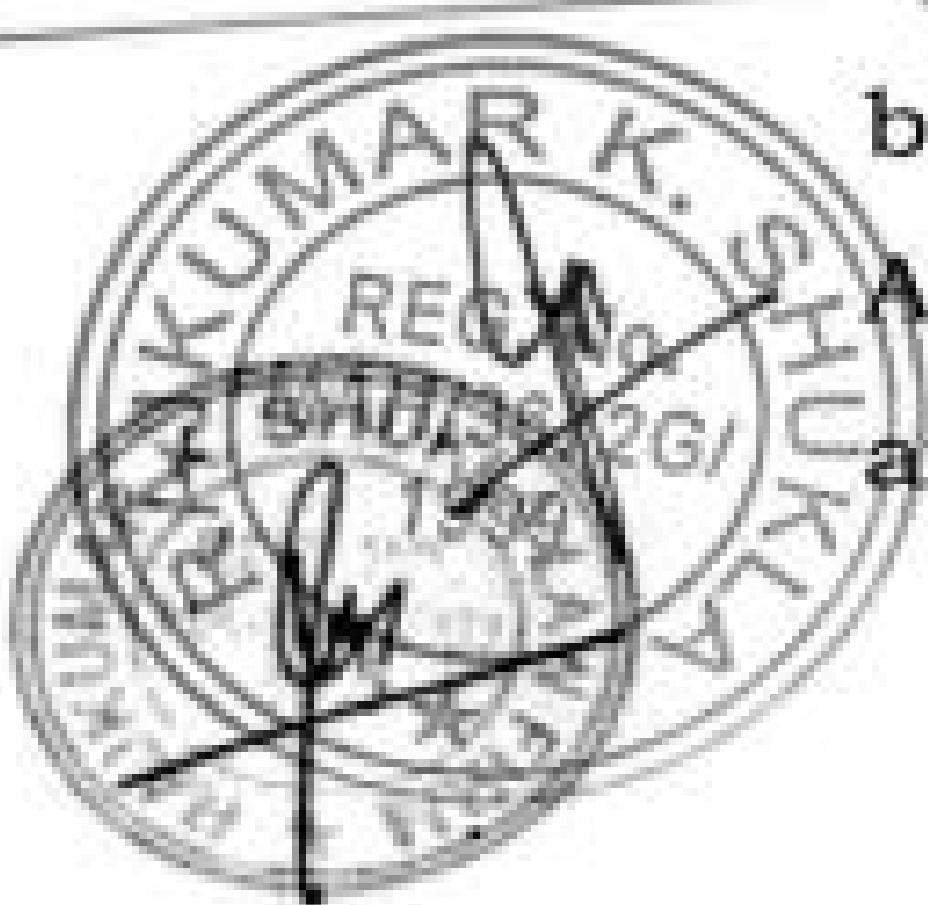


- And whereas Shri. Kashinathrao Chandrarao Ghawalkar died intestate on leaving behind his Smt. Chaturbai K. Ghawalkar, Shri. Vasant K. Ghawalkar, Shri. Nandkumar K. Ghawalkar and Shri. Ashok K. Ghawalkar, being the legal heirs according to the Indian Succession Act, by which he was governed at the time of his death who has by and under Conveyance Deed dated 20.09.1984, the said Smt. Chaturbai K. Ghawalkar and Others sold and conveyed the said property to Shri. Shankar Hazarimal Sarin, on the terms and conditions contained therein.
- And whereas in its turn to by and under Agreement Deed dated 24.02.1993, the said Shri. Shankar Hazarimal Sarin agreed to sale said property to M/s. Suhail Constructions, on the terms and conditions contained therein and the said M/s. Suhail Constructions, a Partnership firm registered under the partnership Act, 1972, was subsequently renamed as M/s. Suhail Properties and further it was converted in to a body corporate incorporated under the Companies Act, 1956 under the name of M/s. Suhail Properties Pvt. Ltd.
- And whereas by and under Agreement Deed dated 28.02.1993, the said Shri. Shankar Hazarimal Sarin agreed to sale said property to M/s. Suhail Constructions, on the terms and conditions contained therein.
- And whereas by an Order dated 08.06.2000 passed by the High Court of Judicature at Bombay in Company Petition No. 233 of 2000 connected with Company Application No. 99 of 2000 the aforesaid M/s. Suhail Properties Pvt. Ltd. got merged with Khandwani Exports Pvt. Ltd.
- And whereas by a Development Agreement dated 27.06.2007, executed between Khandwani Exports Pvt. Ltd., as "The Owner" of the One Part and Shri. Shankar Hazarimal Sarin his CA Mr. Suhail Khandwani, as "The Confirming Party" of the Second Part and M/s. Terrain Infrastructure Pvt. Ltd., as "The Developer" of the Third Part, duly stamped and document registered under Sr. No. BDR-15-4845-2007 dated 27.06.2007, by Registrar of Bandra, the said Khandwani Exports Pvt. Ltd., and Shri. Shankar Hazarimal Sarin his CA Mr. Suhail Khandwani has granted the development rights in respect of the said property to M/s. Terrain Infrastructure Pvt. Ltd., on the terms and conditions contained therein.
- And whereas by an Order dated 31.12.2007 passed by the City Survey Officer Bandra pursuant to the Order dated 23.10.2007 passed by the Superintendent of Land Records Mumbai Suburban District in Revisions Application No. CTS-2/Revision/67/Kole Kalyan/2007 the area of CTS No. 3157 aforesaid was initially increased by 304 Sq. Meters by deducting that much area from CTS No.



3158 and the said area of 304 Sq. Meters thereafter was by the same order deducting from CTS No. 3157 and the area so deducted was given CTS No. 3157-A.

- And whereas the Property bearing CTS No. 3195B & 3195B/1 to 3 Survey No. 348 Hissa No. 23, 16, 22 and Survey No. 349 Hissa No. 35, admeasuring area 524.3 Sq. Meters, lying and situated at Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai, was belonging to Shripat Sadashiv Girkar as the Owner of the said Property.
- And whereas Shripat Sadashiv Girkar died intestate on 24.04.2000 leaving behind his Smt. Sujata Shripat Girkar, Shri. Shailesh Shripat Girkar and Smt. Varsha alias Supriya Nitin Surve being the legal heirs according to the Indian Succession Act, by which he was governed at time of his death.
- And whereas The said Shripat Sadashiv Girkar his life time has expressed his desire to transfer the said property in the name of Mrs. Vimal Vishnu Pednekar who was the real sister of the Shripat Sadashiv Girkar died before taking formal steps in his behalf like making a Gift Deed of the said Property and making a Will bequeathing the said property in favour of Mrs. Vimal Vishnu Pednekar.
- And whereas by a Development Agreement dated 08.06.2007, executed between Smt. Sujata Shripat Girkar, Shri. Shailesh Shripat Girkar and Smt. Varsha alias Supriya Nitin Surve as "The Owners" of the One Part and Mrs. Vimal Vishnu Pednekar, as "The Confirming Party" of the Second Part and M/s. Terrain Infrastructure Pvt. Ltd., as "The Developer" of the Third Part, duly stamped and document registered under Sr. No. BDR-15-4276-2007 dated 08.06.2007, by Registrar of Bandra, the said Smt. Sujata Shripat Girkar & Others and Shri. Shankar Hazarimal Sarin his CA Mr. Suhail Khandwani has granted the development rights in respect of the abovesaid property to M/s. Terrain Infrastructure Pvt. Ltd., on the terms and conditions contained therein.
- And whereas Smt. Emilee Khaitan Miranda was Owner of the Property bearing CTS No. 3195-A, Survey No. 348/12 (pt) admeasuring area 647.40 Sq. Meters lying and situated at Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai, who has by a Conveyance Deed dated 10.07.1964, executed between Smt. Emilee Khaitan Miranda as "The Owner" of the One Part and Mr. Abdul Shakoor Jamaluddin, as "The Purchaser" of the Other Part, duly stamped and document registered under Sr. No. BND-1613-1-9 dated 10.07.1964; the



said Smt. Emilee Khaitan Miranda sold and conveyed the said property to Mr. Abdul Shakoor Jamaluddin, on the terms and conditions contained therein.

- And whereas by a Gift Deed dated 29.09.2006, executed between Mr. Abdul Shakoor Jamaluddin, as "The Donor" of the One Part and Mr. Mohamed Yakub Bakerywala, Mr. Ali Shaukat Bakerywala and Mr. Mohamed, as "The Donee" of the Other Part, duly stamped and document registered under Sr. No. BDR-4-7407-2006 dated 29.09.2006, by Registrar of Bandra, the said Mr. Abdul Shakoor Jamaluddin gifted granted, conveyed, transferred, assigned and assured all his rights, title, share and interest in the said property to Mr. Mohamed Yakub Bakerywala, Mr. Ali Shaukat Bakerywala and Mr. Mohamed on the terms and conditions contained therein.
- And whereas by and under Conveyance Deed dated 30.09.2006, executed between Mr. Mohamed Yakub Bakerywala, Mr. Ali Shaukat Bakerywala and Mr. Mohamed, as "The Vendors" of the One Part and M/s. Terrain Infrastructure Pvt. Ltd., as "The Purchaser" of the Other Part, duly stamped and document registered under Sr. No. BDR-4-7442-2006 dated 30.09.2006, by Registrar of Bandra, the said Mr. Mohamed Yakub Bakerywala, Mr. Ali Shaukat Bakerywala and Mr. Mohamed sold and conveyed the said property to M/s. Terrain Infrastructure Pvt. Ltd., on the terms and conditions contained therein.
- And whereas the Intimation of Disapproval issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/EB/2553/WS/AH dated 31.10.2008 and Commencement Certificate issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/ 2553/WS/AH (337) dated 14.06.2010 and further amended on 15.12.2017 consisting Ground + 11th (Pt) Floor as per amended plan on 07.12.2017, to commenced construction of building known as "**TERRAIN HEIGHTS**", the Promoters have registered the Project under the provisions of the Real Estate (Regulations & Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority (MAHARERA) at Mumbai bearing Registration No. P51900009101 dated 19.08.2017 and obtained Part Occupancy Certificate issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/ 2553/WS/AH (337)-BCC/Amend (2) dated 21.08.2020 to occupy the Building St (for Stack Car Parking) + 1st (P) + 2nd (P) + 3rd to 7th + 8th (P)+ 9th to 10th + 11th (P) Upper Floor (excluding Flat No.2) the said Property.
- And whereas by under Sale Deed dated 03.10.2019, executed between Shri. Shankar Hazarimal Sarin as "The Owner" of the One Part and Khandwani Exports Pvt. Ltd., as "The Confirming Party" of the Second Part and M/s. Terrain



Infrastructure Pvt. Ltd., as "The Purchaser" of the Third Part, duly stamped and document registered under Sr. No. BDR-18-11430-2019 dated 03.10.2019, by Registrar of Andheri-7, sold the remaining land in favour of purchasers.

- And whereas by under Registered Agreement for Sale dated 18.04.2018, executed between M/s. Terrain Infrastructure Pvt. Ltd., as "The Promoters", of the One Part and Mrs. Karishma Kishan Lalwani as "The Purchaser", of the Other Part, duly stamped and document registered under Sr. No. BDR-18-4150-2018 dated 18.04.2018, by Registrar of Andheri-7, the said Promoters have sold the said Flat in the name of Purchaser, and on the terms, condition mentioned therein.
- Finally it is observed that, by an Agreement for Sale dated 18.10.2021 executed between Mrs. Karishma Kishan Lalwani as "The Transferor" of the One Part and Mr. Narayan Rajkumar Mishra and Mr. Kamlesh Kumar Rajkumar Mishra, as "The Transferees" of the Other Part, duly stamped and document registered under Sr. No. BDR-15-10593-2021 dated 18.10.2021, by Registrar of Andheri-4, the said Transferor had agreed to sell the said Flat in the name of Transferees, for a consideration of Rs. 1,70,00,000/- and on the terms, condition mentioned therein.
- In this way the Purchasers In this way the Purchasers **Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra** became the owner and occupier of the said Flat in the said building.

9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership rights
10	If leasehold, whether;	No
	a) lease Deed is duly stamped and registered	Not Applicable
	b) lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c) duration of the Lease/unexpired period of lease,	Not Applicable
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.	Not Applicable
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable



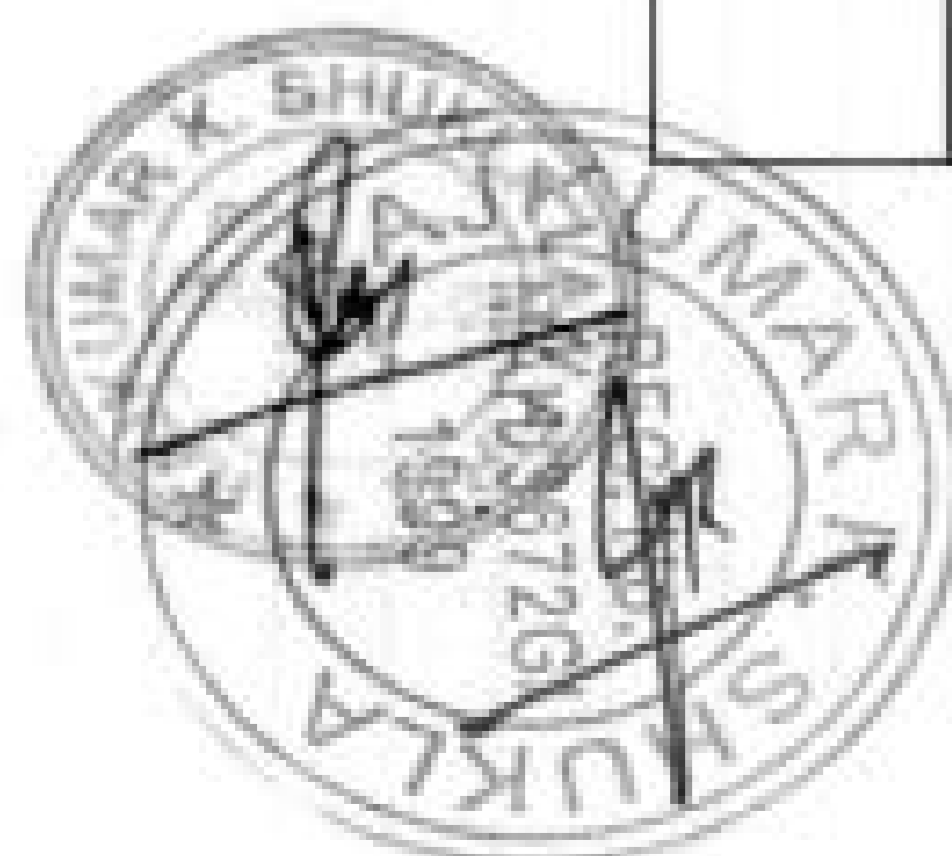
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	No
	a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not Applicable
	b) the mortgagor is competent to create charge on such property.	Not Applicable
	c) whether any permission from Govt. 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,	Yes
	b)Mortgage can be created.	Yes
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.	No
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	No
	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.	No
	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
	(a) Whether the property is subject to any wakf rights?	No



	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	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.	No
	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.	N.A. property
	(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.	Residential Zone
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz.	No



	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?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not applicable
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Yes, 6 Litigation Pending i) 103665/2012 of City Civil Court Mumbai ii) 103664/2012 of City Civil Court Mumbai iii) 103499/2012 of City Civil Court Mumbai iv) 103498/2012 of City Civil Court Mumbai v) 103476/2012 of City Civil Court Mumbai vi) 103171/2012 of City Civil Court Mumbai.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No, since no adverse order has been passed therefore such litigation would not affect the creation of a valid mortgage or have any implication of its future enforcement.
	(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.	No
	(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	No



	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.	
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?	No
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not Applicable
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of Flats/Flats (Builder's POA) or (ii) other type of POA (Common POA).	Not Applicable
	(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?	Not Applicable
	iii) Whether the POA is a special or general one?	Not Applicable



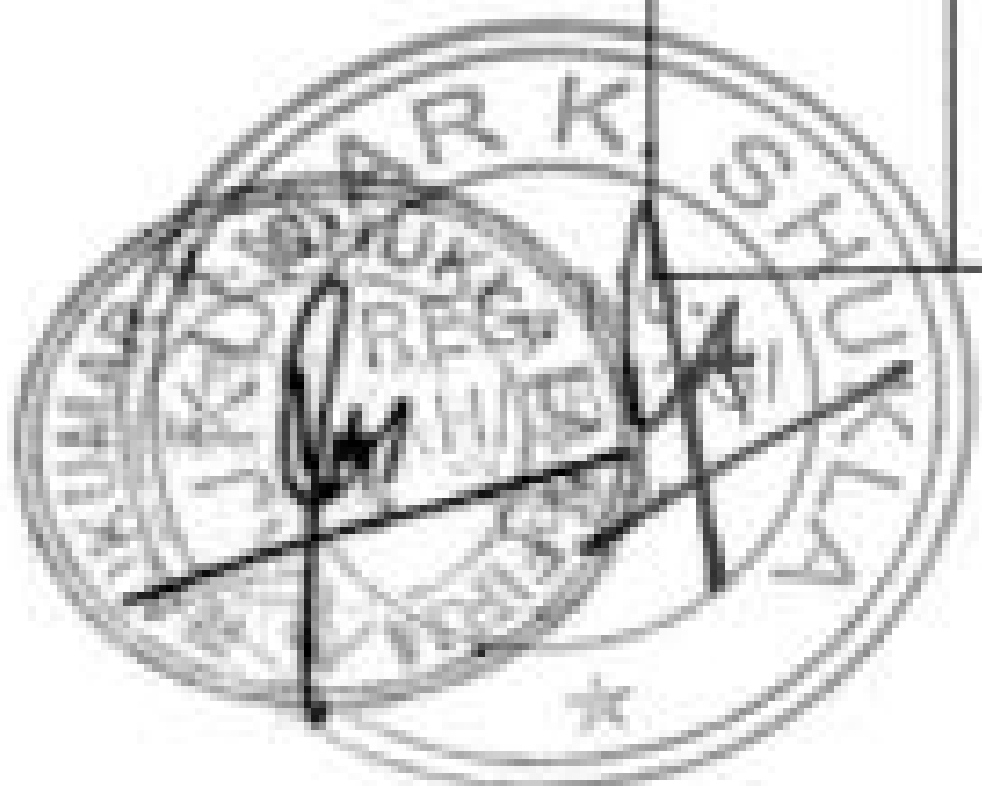
	iv) Whether the POA contains a specific authority for execution of title document in question?	Not Applicable
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office 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?	Not Applicable
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
29.	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;	Residential Flat developed by "The Promoters": M/s. Terrain Infrastructure Pvt. Ltd.
	b) Development Agreement/Power of Attorney;	Development Agreement/Deed of Conveyance
	c) Extent of authority of the Developer/builder;	As Owners/Promoters Develop the land and sale the Flats
	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 Yet
	(j) Occupancy Certificate/allotment letter/letter of possession;	Yes, Produced Part Occupancy Certificate issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/2553/WS/AH (337)-BCC/Amend (2) dated 21.08.2020.



	(k) Membership details in the Society etc.;	No
	(l) Share Certificates;	Not Issued
	(m) No Objection Letter from the Society;	NOC letter from the Promoter
	(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;	Yes, with Promoter and by way of Intimation in the concerned office of Sub-Registrar of Assurance Andheri/Bandra.
	(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 Flats/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.	We have conducted search for 30 years in Sub Registrar office at Andheri/Bandra and no encumbrances found.
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.	Years 1992-2021 Under TVSR dated 27.07.2021 and further from 27.07.2021 to 21.10.2021 under online Search Challan payment Receipt of Rs.25/- bearing No. MH00 202122E dated 21.10.2021 paid in favour of Sub-Registrar of Assurance Andheri/Bandra.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid Receipt to be obtained
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.	Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra.



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?	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?	Yes
	a) Document in relation to electricity connection;	Not Produce
	b) Document in relation to water connection;	Not produce
	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.	Not Applicable
39	If the valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Not made available
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 mortgage by deposit of	



	certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Original documents to be taken
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.	Yes
45	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Lien to be Marked with the Promoter and by way of Intimation in the concerned office of Sub-Registrar of Assurance Andheri/Bandra.
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra.
47	a) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N	Yes
	b) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished;	P51900009101 dated 19.08.2017
	c) Whether the registered Agreement for Sale as prescribed in the above Act/Rules there under is executed? Y/N	Yes as per MOFA/RERA
	d) Whether the registered Agreement for Sale as prescribed in the above Act/Rules there under is executed? Y/N	Yes as per MOFA/RERA

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

Date: 21.10.2021

Place: Mumbai

Signature of the Advocate



Annexure C-3**CERTIFICATE OF TITLE (SUPPLEMENTARY TIR)**

In continuation of TVSR dated 27.07.2021 for the property situated at Property at Flat No.901, on the 9th Floor, Admeasuring area 825 Sq. Feet (Carpet Area), along with One Car Parking Space, in the Building known as "**TERRAIN HEIGHTS**", Lying being and situated at Yashwant Nagar, Kole Kalyan, Vakola, Santacruz (East), Mumbai-400 055, constructed on the land bearing CTS No. 3157/A & 3195/A, of Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai, I confirm having examined the original Title Deeds intended to be deposited relating to the schedule property/(ies) to be offered as security by way of Equitable Mortgage and certify 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, 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 are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 27.07.2021 to 21.10.2021 (1 Year) pertaining to the Immovable Property/(ies) covered by above said Title Deeds.
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). (Strike out if not applicable) (Not Applicable)
7. Therefore, subject to above, Mortgage if created, will be available to the Bank for the Liability of the Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra.
8. I certify that Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra have an absolute, clear and Marketable title over the Schedule property/(ies).
9. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
10. It is certified that the property is SARFAESI compliant.

In case of creation of the Mortgage by Deposit of original title deeds, we certify that the deposit of following title enforceable mortgage.



1. Original Agreement for Sale dated 18.10.2021 executed between Mrs. Karishma Kishan Lalwani as "The Transferor" of the One Part and Mr. Narayan Rajkumar Mishra and Mr. Kamlesh Kumar Rajkumar Mishra, as "The Transferees" of the Other Part, duly stamped and document registered under Sr. No. BDR-15-10593-2021 dated 18.10.2021, by Registrar of Andheri-4, (Stamp Duty-8,57,100/-).
2. Original Registration Receipt No.11443 Dated 18.10.2021 of Rs. 30,760/- issued by office of Sub-Registrar of Andheri-4, in the name of Narayan Rajkumar Mishra.
3. Original Agreement for Sale dated 18.04.2018, executed between M/s. Terrain Infrastructure Pvt. Ltd., as "The Promoters", of the One Part and Mrs. Karishma Kishan Lalwani as "The Purchaser", of the Other Part, duly stamped and document registered under Sr. No. BDR-18-4150-2018 dated 18.04.2018, by Registrar of Andheri-7.
4. Original Registration Receipt No. 4436 Dated 18.04.2018, in the name of Karishma Kishan Lalwani, by Sub-Registrar of Andheri-7.
5. Copy of the Commencement Certificate and Part Occupancy Certificate.
6. Copy of Approved Floor Plan.
7. NOC letter from the Promoter, for creating equitable mortgage.

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

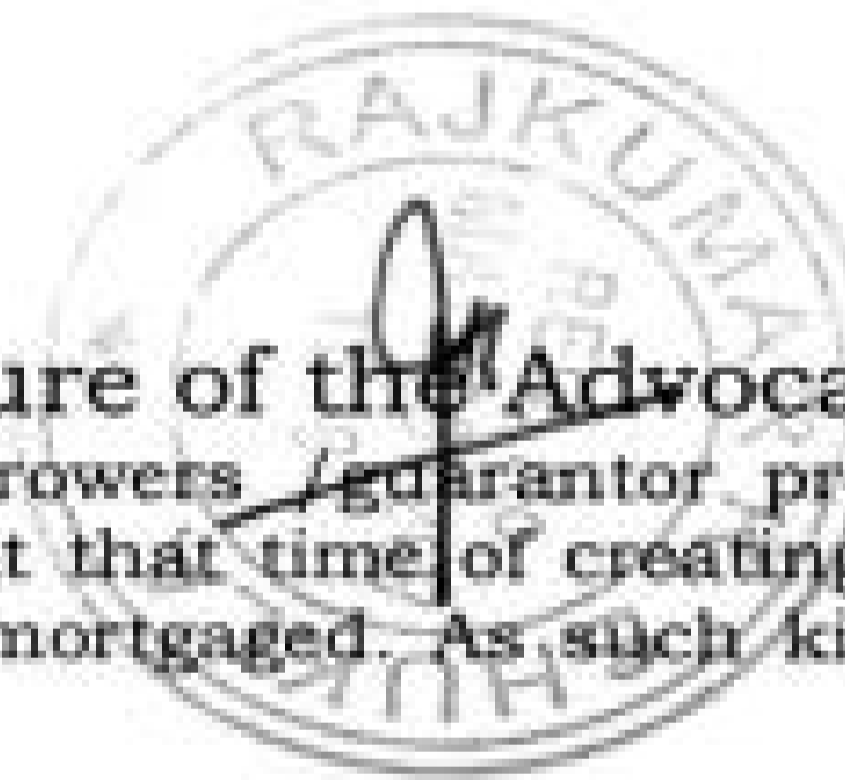
SCHEDULE OF THE PROPERTY/IES

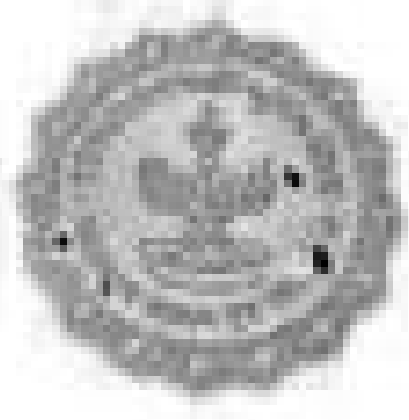
Property at Flat No.901, on the 9th Floor, Admeasuring area 825 Sq. Feet (Carpet Area), along with One Car Parking Space, in the Building known as "**TERRAIN HEIGHTS**", Lying being and situated at Yashwant Nagar, Kole Kalyan, Vakola, Santacruz (East), Mumbai-400 055, constructed on the land bearing CTS No. 3157/A & 3195/A, of Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai.

Place: Mumbai
Date: 21.10.2021

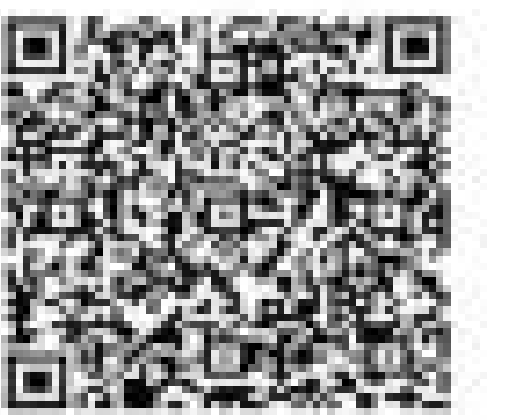
Signature of the Advocate

In View of the various fraudulent instants, it is noticed that the borrowers /guarantor present original title document alongwith the proposal. However while depositing the same at that time of creating the mortgage the defrauds handover colour/fabricated document of title for creating the mortgaged. As such kindly be advised to keep check of the same.





CHALLAN
MTR Form Number-6



GRN	MH007802976202122E	BARCODE				Date	21/10/2021-16:51:44			Form ID																			
Department					Inspector General Of Registration					Payer Details																			
Type of Payment					Search Fee Other Items					TAX ID / TAN (If Any)																			
PAN No.(If Applicable)																													
Office Name					BDR15_JT SUB REGISTRAR ANDHERI 4					Full Name					Rajkumar K Shukla														
Location					MUMBAI					Flat/Block No.					Office No 10 B No 84														
Year					2021-2022 One Time					Premises/Building																			
Account Head Details					Amount In Rs.					Road/Street					Janmbhumi Marg														
0030072201 SEARCH FEE					25.00					Area/Locality					Fort Mumbai														
										Town/City/District																			
										PIN					4 0 0 0 0 1														
										Remarks (If Any)					CTS No. 3157/A and 3195/A Village Kole-Kalyan														
										Amount In					Twenty Five Rupees Only														
Total					25.00					Words																			
Payment Details					CANARA BANK					FOR USE IN RECEIVING BANK																			
Cheque/DD Details										Bank CIN					Ref. No.					02400412021102100966					1062110202102400966				
Cheque/DD No.										Bank Date					RBI Date					21/10/2021-16:50:22					Not Verified with RBI				
Name of Bank										Bank-Branch					CANARA BANK														
Name of Branch										Scroll No. , Date					Not Verified with Scroll														

Department ID :

Mobile No. : 9833625098

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

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



To,

Dated: 21.10.2021

Mr. Rajkumar K. Shukla
Advocate High Court,
Mumbai
Dear Sir,

RE: Investigation of title of Property at Flat No.901, on the 9th Floor, Admeasuring area 825 Sq. Feet (Carpet Area), along with One Car Parking Space, in the Building known as "**TERRAIN HEIGHTS**", Lying being and situated at Yashwant Nagar, Kole Kalyan, Vakola, Santacruz (East), Mumbai-400 055, constructed on the land bearing CTS No. 3157/A & 3195/A, of Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai.

As per your instruction I have taken search of above-mentioned property in the office of Sub-Registrar of Assurance at Andhei/Bandra under TVSR dated 27.07.2021 and further from 27.07.2021 to 21.10.2021 (1 Year) under online Search Challan payment Receipt of Rs.25/- bearing No. **MH00 780297202122E** dated **21.10.2021** paid in favour of Sub-Registrar of Assurance Andheri/Bandra.

Besides various agreement for sale registered in respect of the Flat I did not find any adverse document registered against above mentioned property.

Search Clerk

Andhei/Bandra SRO from year 1992 to 2021 (30 years)

2021

Agreement for Sale dated 18.10.2021 executed between Mrs. Karishma Kishan Lalwani as "The Transferor" of the One Part and Mr. Narayan Rajkumar Mishra and Mr. Kamlesh Kumar Rajkumar Mishra, as "The Transferees" of the Other Part, duly stamped and document registered under Sr. No. BDR-15-10593-2021 dated 18.10.2021, by Registrar of Andheri-4.

Search Clerk



**RAJKUMAR K. SHUKLA
LAW FIRM
ADVOCATE & CONSULTANTS**

**Contact: 91-9833625098
022-22876392**

Office No.10, 2nd Floor, 84, Dholakwala Hospital Building, JanmabhumiMarg, Fort, Mumbai-400 001 (Email: advshukla4@gmail.com)

RKS/SBI/TIR/35/07-2021

Date: -27.07.2021

To,

The Assistant General Manager,
State Bank of India,
RACPC Chinchpokali, Branch
Mumbai.

Dear Sir,

A/c. Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra (Proposed Borrower).

MEMORANDUM OF COST

Professional Charges for taking Search

Prepared the Search Report Rs. 3250.00

Search Charges Rs. 750.00

Total Rs. 4000.00

State Bank of India
Personal Banking Branch Mumbai
AC No.020002203839
IFC Code: SBIN0004205

Yours faithfully,

Mr. Rajkumar K. Shukla



RAJKUMAR K. SHUKLA
LAW FIRM
ADVOCATE & CONSULTANTS

Contact: 91-9833625098
022-22876392

Office No.10, 2nd Floor, 84, Dholakwala Hospital Building, Janmabhumi Marg, Fort, Mumbai-400 001 (Email: advshukla4@gmail.com)

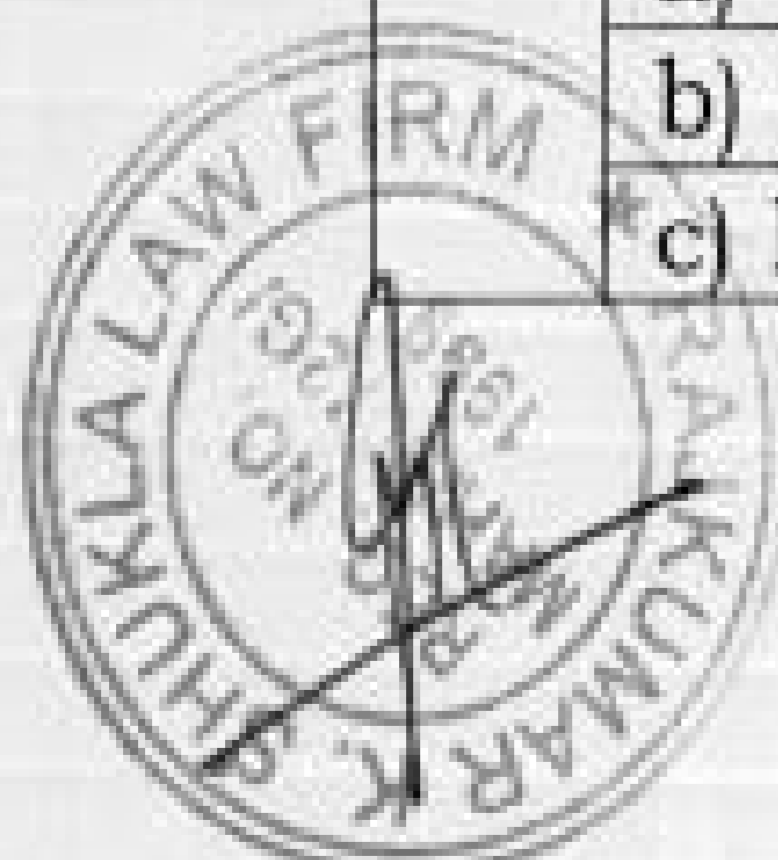
RKS/SBI/TIR/35/07-2021

Date: -27.07.2021

Annexure - B

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

1.	a) Name of the Branch/ Business Office seeking opinion	State Bank of India, RACPC Chinchpokali, Branch, 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. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra (Proposed Borrower).
2.	a) Name of the Flat/Concern/Company/ person offering the property/(ies) as security.	Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra (Proposed Borrower).
	b) Constitution of the Flat/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.	Mentioned herein under
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Property at Flat No.901, on the 9 th Floor, Admeasuring area 825 Sq. Feet (Carpet Area), along with One Car Parking Space, in the Building known as " TERRAIN HEIGHTS ", Lying being and situated at Yashwant Nagar, Kole Kalyan, Vakola, Santacruz (East), Mumbai-400 055, constructed on the land bearing CTS No. 3157/A & 3195/A, of Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai and bounded as follows:- On or the Towards East by:- CTS No. 3178 On or the Towards West by:- CTS No. 3224 and 3196 On or the Towards North by:- CTS No. 3158 On or the Towards South by:- CTS No. 3194.
	a) Gut No.	CTS No. 3157/A & 3195/A.
	b) Door no. (in case of house property)	Flat No.901
	c) Extent/ area including plinth/ built up	Admeasuring area 825 Sq. Feet



	area in case of house property	(Carpet Area), along with One Car Parking Space.		
	d) Locations like name of the place, village, city, registration, sub-district etc.	Lying being and situated at Yashwant Nagar, Kole Kalyan, Vakola, Santacruz (East), Mumbai-400 055, of Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai.		
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		
	Sr. No.	Date of Document	Name of the parties	Original/Certified Photocopy/true copy
	A		Agreement for Sale to be executed between Mrs. Karishma Kishan Lalwani as "The Transferor" of the One Part and Mr. Narayan Rajkumar Mishra and Mr. Kamlesh Kumar Rajkumar Mishra, as "The Transferees" of the Other Part (duly stamped and document registered).	Photocopy
	B	18.04.2018 18.04.2018	Agreement for Sale dated 18.04.2018, executed between M/s. Terrain Infrastructure Pvt. Ltd., as "The Promoters", of the One Part and Mrs. Karishma Kishan Lalwani as "The Purchaser", of the Other Part, duly stamped and document registered under Sr. No. BDR-18-4150-2018 dated 18.04.2018, by Registrar of Andheri-7. Registration Receipt No. 4436 Dated 18.04.2018, in the name of Karishma Kishan Lalwani, by Sub-Registrar of Andheri-7.	Photocopy
	C	31.10.2008 15.12.2017	Intimation of Disapproval issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/EB/2553/WS/AH dated 31.10.2008. Commencement Certificate issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/ 2553/WS/AH (337) dated and further amended on 15.12.2017 to commenced	Photocopy



	07.12.2017 21.08.2020	construction of building consisting Ground + 11 th (Pt) Floor as per amended plan on 07.12.2017. Part Occupancy Certificate issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/2553/WS/AH (337)-BCC/Amend (2) dated 21.08.2020. RERA Registration Certificate No. P51900009101.	
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 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, 1985 to 2021	
	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?	Yes	
7.	a) Property offered as security falls within the Jurisdiction of which sub-registrar office?	Office of Sub-Registrar of Assurance Andheri/Bandra.	
	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?	Office of Sub-Registrar of Assurance Andheri/Bandra.	
	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.	<p>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.</p> <p>(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)</p>	As state hereunder
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- The documents produced before me, I am of the opinion that the land bearing Survey No. 348 Hissa No. 5 (Pt), CTS No. 3157, admeasuring area 285.7 Sq. Meters, lying and situated at Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai, was belonging to Shri. Kashinathrao Chandrarao Ghawalkar as the Owner of the said Property, who has by an Agreement dated 14.06.1976 the said Shri. Kashinathrao Chandrarao Ghawalkar agreed to sale said property to Shri. Shankar Hazarimal Sarin, on the terms and conditions contained therein.
- And whereas Shri. Kashinathrao Chandrarao Ghawalkar died intestate on leaving behind his Smt. Chaturbai K. Ghawalkar, Shri. Vasant K. Ghawalkar, Shri. Nandkumar K. Ghawalkar and Shri. Ashok K. Ghawalkar, being the legal heirs according to the Indian Succession Act, by which he was governed at the time of his death who has by and under Conveyance Deed dated 20.09.1984, the said Smt. Chaturbai K. Ghawalkar and Others sold and conveyed the said property to Shri. Shankar Hazarimal Sarin, on the terms and conditions contained therein.
- And whereas in its turn to by and under Agreement Deed dated 24.02.1993, the said Shri. Shankar Hazarimal Sarin agreed to sale said property to M/s. Suhail Constructions, on the terms and conditions contained therein and the said M/s. Suhail Constructions, a Partnership firm registered under the partnership Act, 1972, was subsequently renamed as M/s. Suhail Properties and further it was converted in to a body corporate incorporated under the Companies Act, 1956 under the name of M/s. Suhail Properties Pvt. Ltd.



- And whereas by and under Agreement Deed dated 28.02.1993, the said Shri. Shankar Hazarimal Sarin agreed to sale said property to M/s. Suhail Constructions, on the terms and conditions contained therein.
- And whereas by an Order dated 08.06.2000 passed by the High Court of Judicature at Bombay in Company Petition No. 233 of 2000 connected with Company Application No. 99 of 2000 the aforesaid M/s. Suhail Properties Pvt. Ltd. got merged with Khandwani Exports Pvt. Ltd.
- And whereas by a Development Agreement dated 27.06.2007, executed between Khandwani Exports Pvt. Ltd., as "The Owner" of the One Part and Shri. Shankar Hazarimal Sarin his CA Mr. Suhail Khandwani, as "The Confirming Party" of the Second Part and M/s. Terrain Infrastructure Pvt. Ltd., as "The Developer" of the Third Part, duly stamped and document registered under Sr. No. BDR-15-4845-2007 dated 27.06.2007, by Registrar of Bandra, the said Khandwani Exports Pvt. Ltd., and Shri. Shankar Hazarimal Sarin his CA Mr. Suhail Khandwani has granted the development rights in respect of the said property to M/s. Terrain Infrastructure Pvt. Ltd., on the terms and conditions contained therein.
- And whereas by an Order dated 31.12.2007 passed by the City Survey Officer Bandra pursuant to the Order dated 23.10.2007 passed by the Superintendent of Land Records Mumbai Suburban District in Revisions Application No. CTS-2/Revision/67/Kole Kalyan/2007 the area of CTS No. 3157 aforesaid was initially increased by 304 Sq. Meters by deducting that much area from CTS No. 3158 and the said area of 304 Sq. Meters thereafter was by the same order deducting from CTS No. 3157 and the area so deducted was given CTS No. 3157-A.
- And whereas the Property bearing CTS No. 3195B & 3195B/1 to 3 Survey No. 348 Hissa No. 23, 16, 22 and Survey No. 349 Hissa No. 35, admeasuring area 524.3 Sq. Meters, lying and situated at Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai, was belonging to Shripat Sadashiv Girkar as the Owner of the said Property.
- And whereas Shripat Sadashiv Girkar died intestate on 24.04.2000 leaving behind his Smt. Sujata Shripat Girkar, Shri. Shailesh Shripat Girkar and Smt. Varsha alias Supriya Nitin Surve being the legal heirs according to the Indian Succession Act, by which he was governed at time of his death.
- And whereas The said Shripat Sadashiv Girkar his life time has expressed his desire to transfer the said property in the name of Mrs. Vimal Vishnu



Pednekar who was the real sister of the Shripat Sadashiv Girkar died before taking formal steps in his behalf like making a Gift Deed of the said Property and making a Will bequeathing the said property in favour of Mrs. Vimal Vishnu Pednekar.

- And whereas by a Development Agreement dated 08.06.2007, executed between Smt. Sujata Shripat Girkar, Shri. Shailesh Shripat Girkar and Smt. Varsha alias Supriya Nitin Surve as "The Owners" of the One Part and Mrs. Vimal Vishnu Pednekar, as "The Confirming Party" of the Second Part and M/s. Terrain Infrastructure Pvt. Ltd., as "The Developer" of the Third Part, duly stamped and document registered under Sr. No. BDR-15-4276-2007 dated 08.06.2007, by Registrar of Bandra, the said Smt. Sujata Shripat Girkar & Others and Shri. Shankar Hazarimal Sarin his CA Mr. Suhail Khandwani has granted the development rights in respect of the abovesaid property to M/s. Terrain Infrastructure Pvt. Ltd., on the terms and conditions contained therein.
- And whereas Smt. Emilee Khaitan Miranda was Owner of the Property bearing CTS No. 3195-A, Survey No. 348/12 (pt) admeasuring area 647.40 Sq. Meters lying and situated at Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai, who has by a Conveyance Deed dated 10.07.1964, executed between Smt. Emilee Khaitan Miranda as "The Owner" of the One Part and Mr. Abdul Shakoor Jamaluddin, as "The Purchaser" of the Other Part, duly stamped and document registered under Sr. No. BND-1613-1-9 dated 10.07.1964; the said Smt. Emilee Khaitan Miranda sold and conveyed the said property to Mr. Abdul Shakoor Jamaluddin, on the terms and conditions contained therein.
- And whereas by a Gift Deed dated 29.09.2006, executed between Mr. Abdul Shakoor Jamaluddin, as "The Donor" of the One Part and Mr. Mohamed Yakub Bakerywala, Mr. Ali Shaukat Bakerywala and Mr. Mohamed, as "The Donee" of the Other Part, duly stamped and document registered under Sr. No. BDR-4-7407-2006 dated 29.09.2006, by Registrar of Bandra, the said Mr. Abdul Shakoor Jamaluddin gifted granted, conveyed, transferred, assigned and assured all his rights, title, share and interest in the said property to Mr. Mohamed Yakub Bakerywala, Mr. Ali Shaukat Bakerywala and Mr. Mohamed on the terms and conditions contained therein.
- And whereas by and under Conveyance Deed dated 30.09.2006, executed between Mr. Mohamed Yakub Bakerywala, Mr. Ali Shaukat Bakerywala



and Mr. Mohamed, as "The Vendors" of the One Part and M/s. Terrain Infrastructure Pvt. Ltd., as "The Purchaser" of the Other Part, duly stamped and document registered under Sr. No. BDR-4-7442-2006 dated 30.09.2006, by Registrar of Bandra, the said Mr. Mohamed Yakub Bakerywala, Mr. Ali Shaukat Bakerywala and Mr. Mohamed sold and conveyed the said property to M/s. Terrain Infrastructure Pvt. Ltd., on the terms and conditions contained therein.

- And whereas the Intimation of Disapproval issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/EB/2553/WS/AH dated 31.10.2008 and Commencement Certificate issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/ 2553/WS/AH (337) dated 14.06.2010 and further amended on 15.12.2017 consisting Ground + 11th (Pt) Floor as per amended plan on 07.12.2017, to commenced construction of building known as "**TERRAIN HEIGHTS**", the Promoters have registered the Project under the provisions of the Real Estate (Regulations & Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority (MAHARERA) at Mumbai bearing Registration No. P51900009101 dated 19.08.2017 and obtained Part Occupancy Certificate issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/ 2553/WS/AH (337)-BCC/Amend (2) dated 21.08.2020 to occupy the Building St (for Stack Car Parking) + 1st (P) + 2nd (P) + 3rd to 7th + 8th (P)+ 9th to 10th + 11th (P) Upper Floor (excluding Flat No.2) the said Property.
- And whereas by under Sale Deed dated 03.10.2019, executed between Shri. Shankar Hazarimal Sarin as "The Owner" of the One Part and Khandwani Exports Pvt. Ltd., as "The Confirming Party" of the Second Part and M/s. Terrain Infrastructure Pvt. Ltd., as "The Purchaser" of the Third Part, duly stamped and document registered under Sr. No. BDR-18-11430-2019 dated 03.10.2019, by Registrar of Andheri-7, sold the remaining land in favour of purchasers.
- And whereas by under Registered Agreement for Sale dated 18.04.2018, executed between M/s. Terrain Infrastructure Pvt. Ltd., as "The Promoters", of the One Part and Mrs. Karishma Kishan Lalwani as "The Purchaser", of the Other Part, duly stamped and document registered under Sr. No. BDR-18-4150-2018 dated 18.04.2018, by Registrar of Andheri-7, the said Promoters have sold the said Flat in the name of Purchaser, and on the terms, condition mentioned therein.



- Finally it is observed that, by an Agreement for Sale to be executed between Mrs. Karishma Kishan Lalwani as "The Transferor" of the One Part and Mr. Narayan Rajkumar Mishra and Mr. Kamlesh Kumar Rajkumar Mishra, as "The Transferees" of the Other Part, the said Transferor had agreed to sell the said Flat in the name of Transferees, and on the terms, condition mentioned therein.
- Hence I am of the opinion that subject to entering into valid and legally enforceable Agreement with Mrs. Karishma Kishan Lalwani, said Proposed Borrowers **Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra** will have clear title over the said Flat in the said Building.

9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership rights
10	If leasehold, whether;	No
	a) lease Deed is duly stamped and registered	Not Applicable
	b) lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c) duration of the Lease/unexpired period of lease,	Not Applicable
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.	Not Applicable
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	No
	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,	Yes
	b)Mortgage can be created.	Yes



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.	No
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	No
	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.	No
	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	Not Applicable



	avoiding multiple mortgages?	
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?	No
	(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.	No
	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	Not Applicable



	specifically authorizes the mortgage of the property?	
	(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.	N.A. property
	(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.	Residential Zone
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.	Not applicable
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Yes, 6 Litigation Pending i) 103665/2012 of City Civil Court Mumbai ii) 103664/2012 of City Civil Court Mumbai iii) 103499/2012 of City Civil Court Mumbai iv) 103498/2012 of City Civil Court Mumbai v) 103476/2012 of City Civil Court Mumbai vi) 103171/2012 of City Civil Court Mumbai.



	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No, since no adverse order has been passed therefore such litigation would not affect the creation of a valid mortgage or have any implication of its future enforcement.
	(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.	No
	(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.	No
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?	No
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not Applicable
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz.	Not Applicable



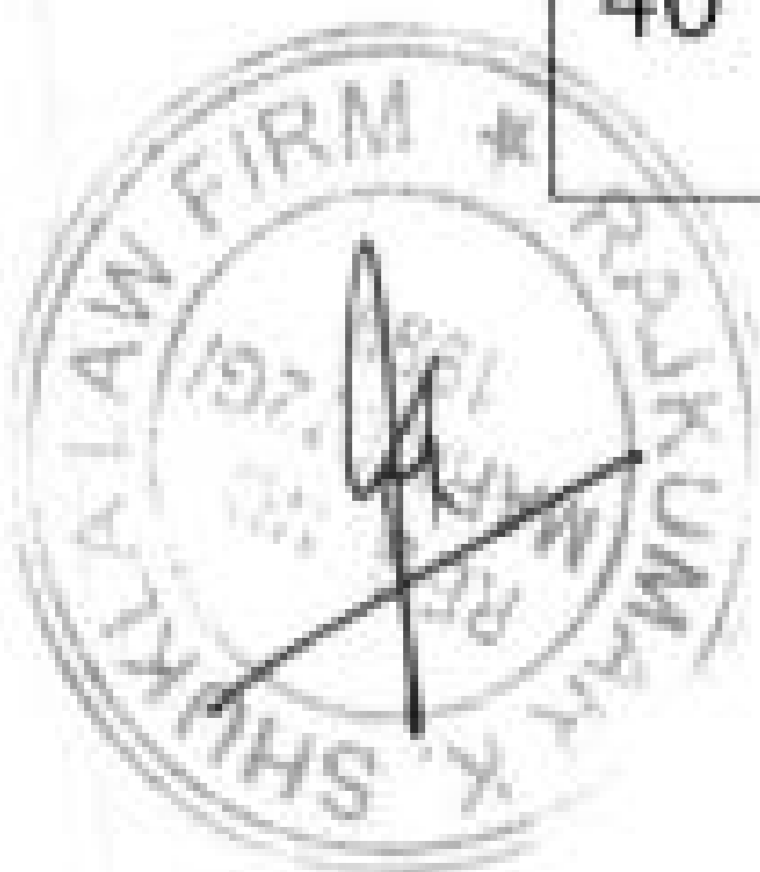
	Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of Flats/Flats (Builder's POA) or (ii) other type of POA (Common POA).	
	(d) In case of Builder's 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?	Not Applicable
	iii) Whether the POA is a special or general one?	Not Applicable
	iv) Whether the POA contains a specific authority for execution of title 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?	Not Applicable
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
29.	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;	Residential Flat developed by "The Promoters": M/s. Terrain Infrastructure Pvt. Ltd.
	b) Development Agreement/Power of Attorney;	Development Agreement/Deed of Conveyance



	c) Extent of authority of the Developer/builder;	As Owners/Promoters Develop the land and sale the Flats
	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);	To be executed
	f) Payment of proper stamp duty;	To be paid
	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 Yet
	j) Occupancy Certificate/allotment letter/letter of possession;	Yes, Produced Part Occupancy Certificate issued by the Municipal Corporation of Greater Mumbai, vide its bearing No. CE/2553/WS/AH (337)-BCC/Amend (2) dated 21.08.2020.
	(k) Membership details in the Society etc.;	No
	(l) Share Certificates;	Not Issued
	(m) No Objection Letter from the Society;	NOC letter from the Promoter
	(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;	Yes, with Promoter and by way of Intimation in the concerned office of Sub-Registrar of Assurance Andheri/Bandra.
	(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 Flats/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.	We have conducted search for 30 years in Sub Registrar office at Andheri/Bandra and no encumbrances found.
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.	Years 1992-2021 Sub-Registrar office at Andheri/Bandra.



32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid Receipt to be obtained
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.	Mrs. Karishma Kishan Lalwani.
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?	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?	Yes
	a) Document in relation to electricity connection;	Not Produce
	b) Document in relation to water connection;	Not produce
	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.	Not Applicable
39	If the valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Not made available
40	Any bar/restriction for creation of mortgage under any local or special	



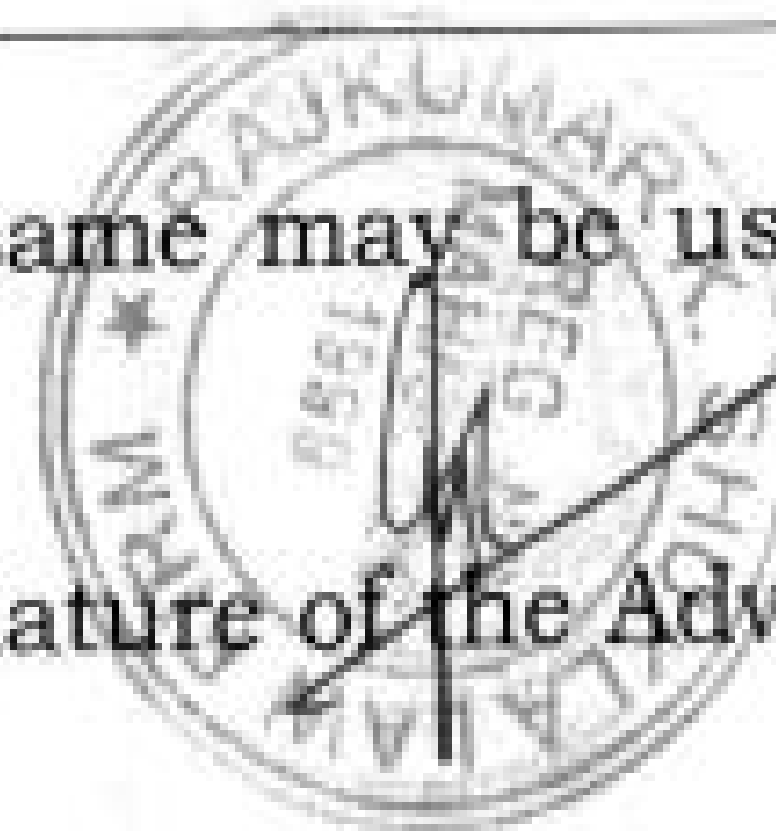
	enactments, details of proper registration of documents, payment of proper stamp duty etc.	No restriction
41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Original documents to be taken
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.	Yes
45	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Lien to be Marked with the Promoter and by way of Intimation in the concerned office of Sub Registrar of Assurance Andheri/Bandra.
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar-Mishra (Proposed Borrower).
47	a) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N	Yes
	b) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished;	P51900009101 dated 19.08.2017
	c) Whether the registered Agreement for Sale as prescribed in the above Act/Rules there under is executed? Y/N	Yes as per MOFA/RERA
	d) Whether the registered Agreement for Sale as prescribed in the above Act/Rules there under is executed? Y/N	Yes as per MOFA/RERA

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

Date: 27.07.2021

Place: Mumbai

Signature of the Advocate



Annexure C**CERTIFICATE OF TITLE**

I have examined the Photocopies of 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, 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 are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1992 to 2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds.
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). (Strike out if not applicable) (Not Applicable)
7. Therefore, subject to above, Mortgage if created, will be available to the Bank for the Liability of the Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra (Proposed Borrower).
8. I certify that Mr. Narayan Rajkumar Mishra and Mr. Kamesh Kumar Rajkumar Mishra (Proposed Borrower) have an absolute, clear and Marketable title over the Schedule property/(ies).
9. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
10. It is certified that the property is SARFAESI compliant.

In case of creation of the Mortgage by Deposit of original title deeds, we certify that the deposit of following title enforceable mortgage.

1. Original Agreement for Sale to be executed between Mrs. Karishma Kishan Lalwani as "The Transferor" of the One Part and Mr. Narayan Rajkumar Mishra and Mr. Kamlesh Kumar Rajkumar Mishra, as "The Transferees" of the Other Part, duly stamped and document must be registered with SRO Andheri.
2. Original Agreement for Sale dated 18.04.2018, executed between M/s. Terrain Infrastructure Pvt. Ltd., as "The Promoters", of the One Part



and Mrs. Karishma Kishan Lalwani as "The Purchaser", of the Other Part, duly stamped and document registered under Sr. No. BDR-18-4150-2018 dated 18.04.2018, by Registrar of Andheri-7.

- ✓ 3. Original Registration Receipt No. 4436 Dated 18.04.2018, in the name of Karishma Kishan Lalwani, by Sub-Registrar of Andheri-7.
- ✓ 4. Copy of the Commencement Certificate and Part Occupancy Certificate.
- ✓ 5. Copy of Approved Floor Plan.
6. NOC letter from the Promoter, for creating equitable mortgage.

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

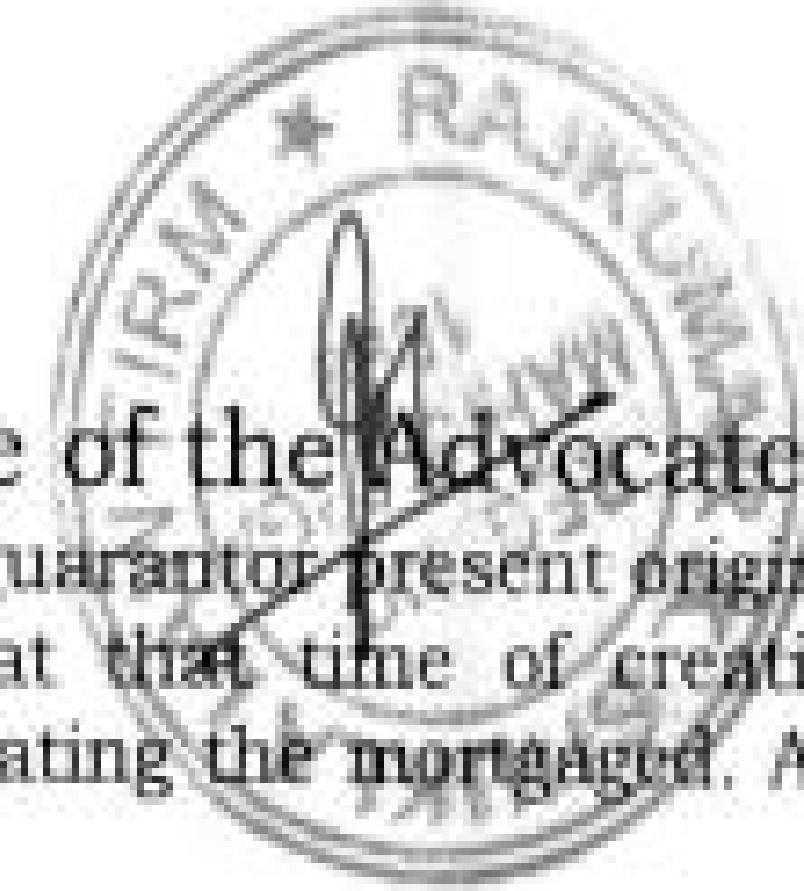
SCHEDULE OF THE PROPERTY/IES

Property at Flat No.901, on the 9th Floor, Admeasuring area 825 Sq. Feet (Carpet Area), along with One Car Parking Space, in the Building known as "**TERRAIN HEIGHTS**", Lying being and situated at Yashwant Nagar, Kole Kalyan, Vakola, Santacruz (East), Mumbai-400 055, constructed on the land bearing CTS No. 3157/A & 3195/A, of Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai.

Place: Mumbai
Date: 27.07.2021

Signature of the Advocate


In View of the various fraudulent instants, it is noticed that the borrowers /guarantor present original title document alongwith the proposal. However while depositing the same at that time of creating the mortgage the defrauds handover colour/fabricated document of title for creating the mortgaged. As such kindly be advised to keep check of the same.





CHALLAN
MTR Form Number-6



GRN MH004131198202122E	BARCODE 	Date 27/07/2021-14:13:55	Form ID
Department Inspector General Of Registration		Payer Details	
Type of Payment Search Fee Other Items		TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name BDR18 __JT SUB REGISTRAR ANDHERI 7		Full Name	Rajkumar K Shukla
Location MUMBAI			
Year 2021-2022 One Time		Flat/Block No.	Office No 10 B No 84
Account Head Details		Amount In Rs.	Premises/Building
0030072201 SEARCH FEE		750.00	Road/Street Janmbhumi Marg
			Area/Locality Fort Mumbai
			Town/City/District
			PIN 4 0 0 0 0 1
			Remarks (If Any)
			Village Kole Kalyan CTS No 3157/A and 3195/A
		Amount In	Seven Hundred Fifty Rupees Only
Total		Words	
	750.00		
Payment Details CANARA BANK		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	Ref. No. 02400412021072700736 1062707202102400736
Cheque/DD No.		Bank Date	RBI Date 27/07/2021-14:12:45 Not Verified with RBI
Name of Bank		Bank-Branch	CANARA BANK
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Department ID :

Mobile No. : 9833625098

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

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



To,

Dated: 27.07.2021

Mr. Rajkumar K. Shukla
Advocate High Court,
Mumbai
Dear Sir,

RE: Investigation of title of Property at Flat No.901, on the 9th Floor, Admeasuring area 825 Sq. Feet (Carpet Area), along with One Car Parking Space, in the Building known as "**TERRAIN HEIGHTS**", Lying being and situated at Yashwant Nagar, Kole Kalyan, Vakola, Santacruz (East), Mumbai-400 055, constructed on the land bearing CTS No. 3157/A & 3195/A, of Village Kole-Kalyan, Taluka Andheri, in Registration District and Sub-District of Mumbai City, within the Limits of Municipal Corporation of Greater Mumbai.

As per your instruction I have taken search of above-mentioned property in the office of Sub-Registrar of Assurance at Andhei/Bandra from 1992 to 2021 (30 years) under Challan Receipt No. **MH004131198202122E** dated **27.07.2021**, for Rs. 750/- paid in Canara Bank, in favour of Sub-Registrar of Assurance at Andhei/Bandra.

Besides various agreement for sale registered in respect of the Flat I did not find any adverse document registered against above mentioned property.

Search Clerk

Andhei/Bandra SRO from year 1992 to 2021 (30 years)

1992	TORN
1993	TORN
1994	TORN
1995	TORN
1996	TORN
1997	TORN
1998	TORN
1999	TORN
2000	TORN
2001	TORN
2002	TORN
2003	NIL
2004	NIL
2005	NIL
2006	Gift Deed dated 29.09.2006, executed between Mr. Abdul Shakoor Jamaluddin, as "The Donor" of the One Part and Mr. Mohamed Yakub Bakerywala, Mr. Ali Shaukat Bakerywala and Mr. Mohamed, as "The Donee" of the Other Part, duly stamped and document registered under Sr. No. BDR-4-7407-2006 dated 29.09.2006, by Registrar of Bandra. Conveyance Deed dated 30.09.2006, executed between Mr. Mohamed Yakub Bakerywala, Mr. Ali Shaukat Bakerywala and Mr. Mohamed, as "The



	Vendors" of the One Part and M/s. Terrain Infrastructure Pvt. Ltd., as "The Purchaser" of the Other Part, duly stamped and document registered under Sr. No. BDR-4-7442-2006 dated 30.09.2006, by Registrar of Bandra.
2007	Development Agreement dated 27.06.2007, executed between Khandwani Exports Pvt. Ltd., as "The Owner" of the One Part and Shri. Shankar Hazarimal Sarin his CA Mr. Suhail Khandwani, as "The Confirming Party" of the Second Part and M/s. Terrain Infrastructure Pvt. Ltd., as "The Developer" of the Third Part, duly stamped and document registered under Sr. No. BDR-15-4845-2007 dated 27.06.2007, by Registrar of Bandra. Development Agreement dated 08.06.2007, executed between Smt. Sujata Shripat Girkar, Shri. Shailesh Shripat Girkar and Smt. Varsha alias Supriya Nitin Surve as "The Owners" of the One Part and Mrs. Vimal Vishnu Pednekar, as "The Confirming Party" of the Second Part and M/s. Terrain Infrastructure Pvt. Ltd., as "The Developer" of the Third Part, duly stamped and document registered under Sr. No. BDR-15-4276-2007 dated 08.06.2007, by Registrar of Bandra.
2008	NIL
2009	NIL
2010	NIL
2011	NIL
2012	NIL
2013	NIL
2014	NIL
2015	NIL
2016	NIL
2017	NIL
2018	Agreement for Sale dated 18.04.2018, executed between M/s. Terrain Infrastructure Pvt. Ltd., as "The Promoters", of the One Part and Mrs. Karishma Kishan Lalwani as "The Purchaser", of the Other Part, duly stamped and document registered under Sr. No. BDR-18-4150-2018 dated 18.04.2018, by Registrar of Andheri-7.
2019	Sale Deed dated 03.10.2019, executed between Shri. Shankar Hazarimal Sarin as "The Owner" of the One Part and Khandwani Exports Pvt. Ltd., as "The Confirming Party" of the Second Part and M/s. Terrain Infrastructure Pvt. Ltd., as "The Purchaser" of the Third Part, duly stamped and document registered under Sr. No. BDR-18-



11430-2019 dated 03.10.2019, by Registrar of
Andheri-7.

2020
2021

NIL
NIL

Search Clerk



V.S. Legal Associates

Advocates High Court

S. V. Lad

1A, 4th Floor, Kamanwala Chamber,
Premises Co-op. Society Ltd.
Sir P. M. Road, Mumbai 400 001
Tel. : 91-8655085795
Telefax : 91-022-66316626
Email Id: vs_legal@yahoo.co.in

VS/SBI/SER/Chinchpokali/4362/2021

Date 24/07/2021

To,

The Branch Manager,
State Bank of India,
Chinchpokali Branch,
Mumbai

Sir,

A/c. Mr. Narayan Rajkumar Mishra & Mr. Kamesh Kumar Rajkumar Mishra (Proposed Borrower)

MEMORANDUM OF COST

Professional Charges for taking Search Prepared the Search Report	Rs.3525.00
Search Charges	Rs. 475.00
Total	Rs.4000.00 =====

Kindly remit our professional charges in respect of the abovesaid title certificate in our current **SBI A/c No.30314930641, IFS Code : SBIN0001821, Churchgate Branch, Mumbai.**

For V. S. Legal Associates


Advocate 



CHALLAN
MTR Form Number-6



GRN	MH004009759202122E	BARCODE			Date	24/07/2021-13:09:48	Form ID			
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Search Fee Other Items			TAX ID / TAN (If Any)						
				PAN No.(If Applicable)						
Office Name	BDR17__JT SUB REGISTRAR ANDHERI 6			Full Name	ADV Shirish Lad					
Location	MUMBAI									
Year	2021-2022 One Time			Flat/Block No.						
Account Head Details		Amount In Rs.		Premises/Building						
0.	2201 SEARCH FEE		475.00	Road/Street						
				Area/Locality						
				Town/City/District						
				PIN						
				Remarks (If Any)	VILLAGE KOLEKALYAN CTS NO.3157 2003 TO 2021 19 YEARS					
				Amount In	Four Hundred Seventy Five Rupees Only					
Total			475.00	Words						
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK						
Cheque-DD Details				Bank CIN	Ref. No.	69103332021072412192	2693194012			
Cheque/DD No.				Bank Date	RBI Date	24/07/2021-13:10:31	Not Verified with RBI			
Name of Bank				Bank-Branch	IDBI BANK					
Name of Branch				Scroll No. , Date	Not Verified with Scroll					

Department ID :

Mobile No. : 9867267216

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

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

V.S. Legal Associates

S. V. Lad

Advocates High Court

1A, 4th Floor, Kamanwala Chamber,
Premises Co-op. Society Ltd.
Sir P. M. Road, Mumbai 400 001
Tel. : 91-8655085795
Telefax : 91-022-66316626
Email Id: vs_legal@yahoo.co.in

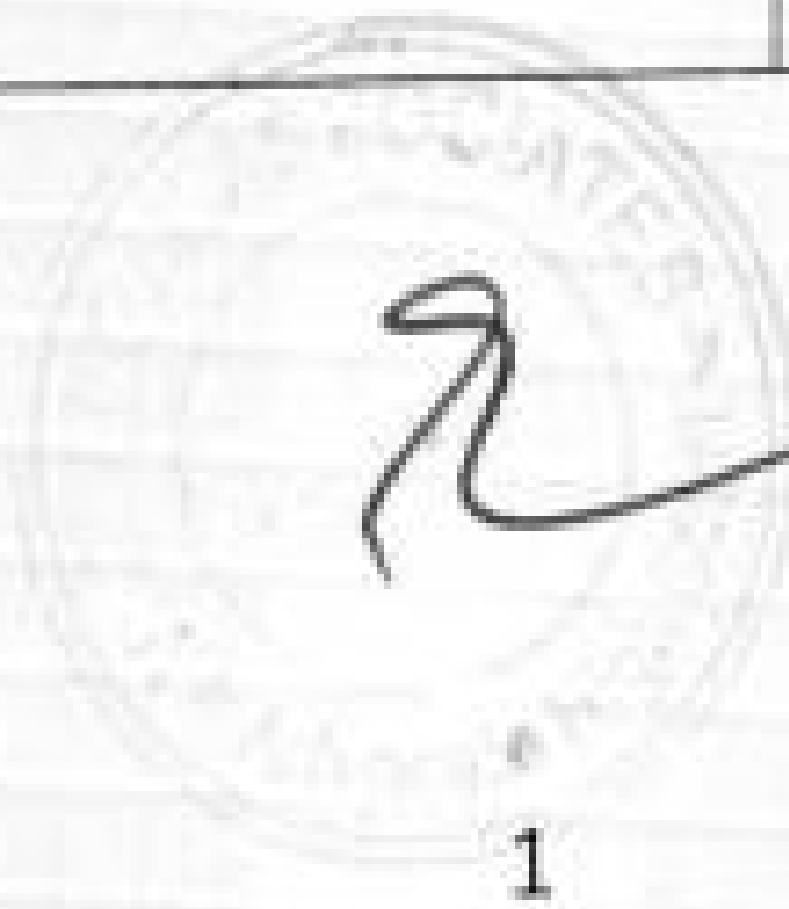
VS/SBI/SER/Chinchpokali/4362/2021

Date 24/07/2021

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, Chinchpokali Branch, 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. Narayan Rajkumar Mishra & Mr. Kamesh Kumar Rajkumar Mishra (Proposed Borrower)
2.	a) Name of the Unit/ Concern/ Company/ person offering the property/(ies) s security.	Flat
	b) Constitution of the unit/concern/person offering the property for creation of charge.	Joint Applicant
	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. 901, comprising Adm. area 825 sq. fts., Carpet Area, on 9 th Floor, alongwith One Car Parking Space, in the building known as "Terrain Heights", constructed on CTS No. 3157/A & 3195/A, lying and situated at Village Kole-Kalyan, Tal. Andheri, & District Mumbai Suburban.
	a) Survey No.	CTS No. 3157/A & 3195/A
	b) Door no. (in case of house property)	Flat No. 901
	c) Extent/ area including plinth/ built up area in case of house property	Adm. area 825 sq. fts., Carpet Area
	d) Locations like name of the place, village, city, registration, sub-district etc.	Village Kole-Kalyan, Tal. Andheri, & District Mumbai Suburban
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



Sr. No.	Date of Document	Name of the parties	Original/ Certified Photocopy/ true copy
1.	----	Agreement for Sale executed between Mrs. Karishma Kishan Lalwani and Mr. Narayan Rajkumar Mishra & Mr. Kamesh Kumar Rajkumar Mishra (Proposed Borrower)	Photo copy
2.	18/04/2018	Agreement for Sale executed between M/s. Terrain Infrastructure Pvt. Ltd and Mrs. Karishma Kishan Lalwani Document Registered under Sr No. BDR18/4150/2018	Photo copy
3.	18/04/2018	Registration Receipt No. 4436/2018	Photo copy
4.	18/04/2018	Index-II	Photo copy
5.	28/10/2008 25/10/2008	Title Certificate issued by the Local Advocate	Photo copy
6.	29/07/2021	Electricity Bill issued by Adani Electricity	Photo copy
7.	21/08/2020	Part Occupancy certificate issued by MCGM	Photo copy
8.	31/10/2008	IOD issued by MCGM	Photo copy
9.	14/06/2010	Commencement certificate issued by MCGM	Photo copy
10.	19/08/2017	RERA Registration Certificate No. P51900009101	Photo copy
11.		Property Card	Photo copy
5 (a)	Whether certified copy of all title documents are obtained from the Relevant Sub- Registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee relevant fee receipt along with the TIR		Separately applied the certified copy of the said Agreement
(b)	(i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page with the original documents submitted?		As above
	(ii) Where the certified copies of the title documents are not available the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)		As above

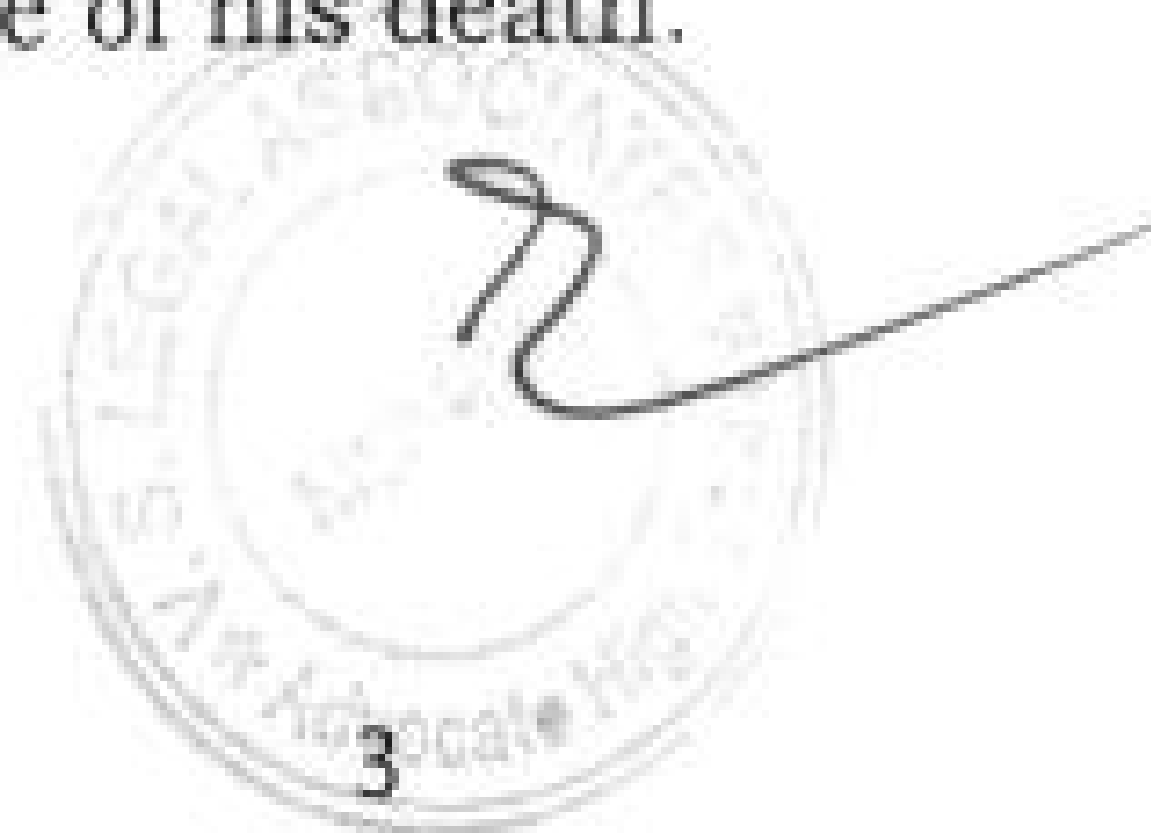


6	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Partly available with concern Records
	b) If such online/computer records are available, whether any verification or cross 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 ?	Yes
7.	a) Property offered as security falls within the Jurisdiction of which sub - registrar office?	Kurla
	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 Andheri & Bandra
	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. (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)	As state hereunder

After going through record documents made available to us, it is observed that Shri. Kashinathrao Chandrarao Ghawalkar was owner of the said property bearing Survey No. 348 Hissa No. 5 (Pt), CTS No. 3157 Adm. area 285.7 sq. mtrs lying and situated at Village Kolekalyan, Tal. Andheri, Mumbai Suburban District. The said property acquired under the Conveyance deed dated 04/07/1958 from Mrs. Amina Roy at request of Mr. William Peter D'souza.

By an Agreement dated 14/06/1976 the said Shri. Kashinathrao Chandrarao Ghawalkar agreed to sale abovesaid property to Shri. Shankar Hazarimal Sarin on the terms and conditions contained therein.

Shri, Kashinathrao Chandrarao Ghawalkar died Intestate on leaving behind his Smt. Chaturbai K. Ghawalkar, Shri. Vasant K. Ghawalkar, Shri. Nandkumar K. Ghawalkar & Shri. Ashok K. Ghawalkar being the legal heirs according to the Indian Succession Act, by which he was governed at the time of his death.



 LEGAL ADVISOR
 3

By a Conveyance deed dated 20/09/1984 the said Smt. Chaturbai K. Ghawalkar & others sold and conveyed the said property to Shri. Shankar Hazarimal Sarin on the term and conditions contained therein.

By an Agreement dated 24/02/1993 the said Shri. Shankar Hazarimal Sarin agreed to sale abovesaid property to M/s. Suhail Constructions on the terms and conditions contained therein.

The said M/s. Suhail Constructions, a Partnership firm registered under the Partnership Act. 1972, was subsequently renamed as M/s. Suhail Properties and later on converted themselves into a body corporate incorporated under the Companies Act. 1956 under the name of M/s. Suhail Properties Pvt. Ltd.

By an Agreement dated 28/02/1993 the said Shri. Shankar Hazarimal Sarin agreed to sale abovesaid property to M/s. Suhail Constructions on the terms and conditions contained therein.

By an Order dated 08/06/2000 passed by the High Court of Judicature at Bombay in Company Petition No. 233 of 2000 connected with Company Application No. 99 of 2000, the aforesaid M/s. Suhail Properties Pvt. Ltd got merged with Khandwani Exports Pvt. Ltd.

By a Development Agreement dated 27/06/2007 the said Khandwani Exports Pvt. Ltd and Shri. Shankar Hazarimal Sarin his CA Mr. Suhail Khandwani as a Confirming Party have granted the development right in respect of the abovesaid property to Terrain Infrastructure Pvt. Ltd on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Bandra under Sr. No. BDR-15/4845/2007 dated 27/06/2007.

By an Order dated 31/12/2007 passed by the City Survey Officer Bandra pursuant to the Order dated 23/10/2007 passed by the Superintendent of Land Records Mumbai Suburban District in Revisions Application No. CTS-2/Revision/67/Kole Kalyan/2007 the area of CTS No. 3157 aforesaid was initially increased by 304 sq. mtrs by deducting that much area from CTS No. 3158 and the said area of 304 sq. mtrs thereafter was by the same order deducted from the CTS No. 3157 and the area so deducted was given CTS No. 3157-A.

Shripat Sadashiv Girker was owner of the property bearing CTS No. 3195B & 3195B/1 to 3 Survey No. 348 Hissa No. 23, 16, 92 and S. No. 349 Hissa No. 35 Adm. area 524.3 sq. mtrs lying and situated at Village Kolekalyan, Tal. Andheri, Mumbai Suburban District.

Shripat Sadashiv Girkar died Intestate on 24/04/2000 leaving behind his Smt. Sujata Shripat Girkar, Shri. Shailesh Shripat Girkar & Smt. Varsha alias Supriya Nitin Surve being the legal heirs according to the Indian Succession Act, by which he was governed at the time of his death.

The said Shripat Sadashiv Girkar his life time has expressed his desire to transfer the said property in the name of Mrs. Vimal Vishnu Pednekar who was the real sister of the Shripat Sadashiv Girkar died before taking formal steps in this behalf like making a Gift Deed of the said property and making a Will bequeathing the said property in favor of Mrs. Vimal Vishnu Pednekar.

By a Development Agreement dated 08/06/2007 the said Smt. Sujata Shripat Girkar & others and Mrs. Vimal Vishnu Pednekar as a Confirming party have granted the development right in respect of the abovesaid property to Terrain Infrastructure Pvt. Ltd on the terms and conditions contained therein which is duly registered with the Sub-Registrar of Assurances at Bandra under Sr. No. BDR-15/4276/2007 dated 08/06/2007.

Smt. Emilee Khaitan Miranda was owner of the property bearing CTS No. 3195-A, Survey No. 348/12 (Pt) Adm. area 647.40 sq. mtrs lying and situated at Village Kolekalyan, Tal. Andheri, Mumbai Suburban District.



By a Conveyance deed dated 10/07/1964 the said Smt. Emilee Khaitan Miranda sold and conveyed the said property to Mr. Abdul Shakoor Jamaluddin on the term and conditions contained therein. Which is duly registered with the Sub-Registrar of Assurance at Bombay under Sr. No. BND/1613/1/9 dated 10/07/1964.

By a Gift Deed dated 29/09/2006 the said Mr. Abdul Shakoor Jamaluddin gifted granted, conveyed, transferred, assigned and assured all his rights, title, share and interest in the said property to Mr. Mohamed Yakub Bakerywala, Mr. Ali Shaukat Bakerywala & Mr. Mohamed Iqbal Bakerywala on the term and conditions contained therein. Which is duly registered with the Sub-Registrar of Assurance at Bandra under Sr. No. BDR-4/7407/2006 dated 29/09/2006.

By a Conveyance deed dated 30/09/2006 the said Mohamed Yakub Bakerywala & others sold and conveyed the said property to Terrain Infrastructure Pvt. Ltd on the term and conditions contained therein. Which is duly registered with the Sub-Registrar of Assurance at Bandra under Sr. No. BDR-4/7442/2006 dated 30/09/2006.

The Mumbai Municipal Corporation vide its IOD letter bearing No. CE/EB/2553/WS/AH dated 31/10/2008 and Commencement Certificate bearing No. CE/2553/WS/AH (337) dated 14/06/2010 and further amended on 15/12/2017 to commenced construction of building consisting Ground + 11th (Pt) floor as per amended plan 07/12/2017 on the said property

In view of the above Terrain Infrastructure Pvt. Ltd have constructed the building known as "TERRAIN HEIGHTS" on the said property.

By an Agreement for Sale dated 18/04/2018 executed the said M/s. Terrain Infrastructure Pvt. Ltd agreed to sell the Flat No. 901, comprising Adm. area 825 sq. fts., Carpet Area, on 9th Floor, alongwith One Car Parking Space, in the said building to Mrs. Karishma Kishan Lalwani on the term and conditions contained therein. Which is duly registered with the Sub-Registrar of Assurance at Bandra under Sr. No. BDR18/4150/2018 dated 18/04/2018



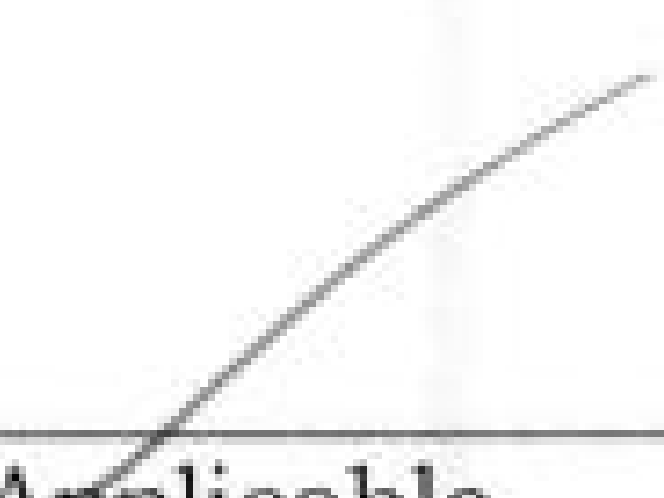
By a Sale deed dated 03/10/2019 executed the said Shri. Shankar Hazarimal Sarin alongwith Khandwani Exports Pvt. Ltd sold & conveyed the said CTS No. 3157/A adm 304 sq mtrs, to M/s. Terrain Infrastructure Pvt. Ltd on the term and conditions contained therein. Which is duly registered with the Sub-Registrar of Assurance at Bandra under Sr. No. Andheri 7/11430/2019 dated 03/10/2019

The MCGM issued Part Occupancy Certificate vide No. CE/25532/WS/AH (337)-BCC/Amend (2) dated 21/08/2020 to occupy the building St (for stack Car parking) + 1st (P) + 2nd (P) + 3rd to 7th + 8th (P) + 9th to 10th + 11th (P) Upper Floor (excluding Flat No.2) on said property

Under Agreement for Sale executed the said Mrs. Karishma Kishan Lalwani agreed to sell the said flat in the said building to Mr. Narayan Rajkumar Mishra & Mr. Kamesh Kumar Rajkumar Mishra (Proposed Borrower)

9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership Right
10	If leasehold, whether;	Not Applicable
	a) lease Deed is duly stamped and registered	
	b) lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c) duration of the Lease/unexpired period of lease,	Not Applicable



	d) if, a sub-lease, check the lease deed in favor of Lessee as to whether Lease deed permits su/b-leasing and mortgage by Sub- Lessee also./	Not Applicable
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11.	If Govt grant/ allotment/Lease-cum/Sale Agreement, whether;	
	a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	No 
	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,	No 
	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.	No
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	
	a) The Gift/Settlement Deed is duly stamped and registered;	No 
	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.	No
	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?	No
	(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?	No



	(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 create for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	No
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	No
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	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
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	N.A
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 outcome




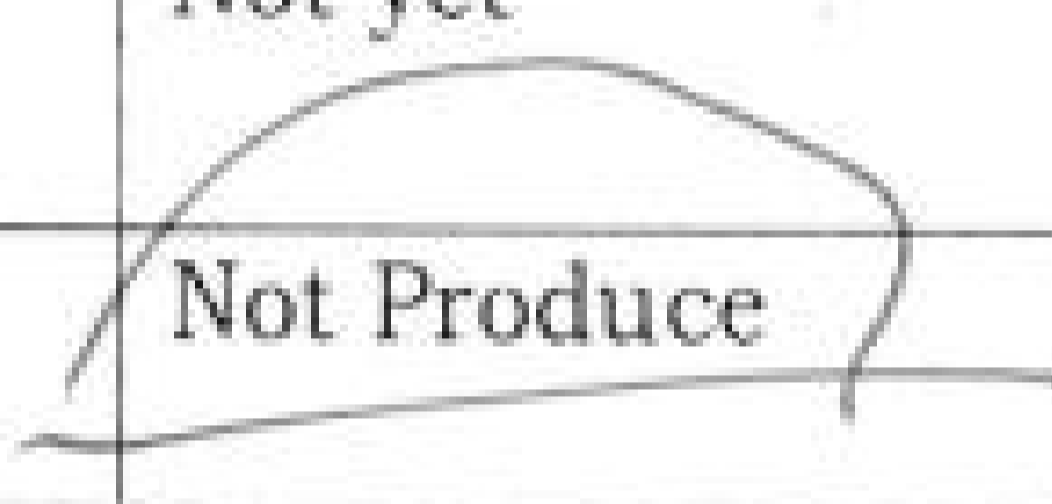



23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No litigation is pending
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	(c) Whether 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.	No
	(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(a)	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.	Yes
(b)	i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm?	Not Applicable
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of companies (RoC) in respect of such vendor company/LLP (Seller) and the vendee company (Purchaser)?	As above
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	As above
	iv) if the search reveals encumbrances/charges whether such charges/encumbrances have been satisfied	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?	No
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not Applicable
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Not Applicable
	(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?	Not Applicable
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable



29.	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;	Ownership Rights
	b) Development Agreement/Power of Attorney;	As above
	c) Extent of authority of the Developer/builder;	Sale
	d) Independent title verification of the Land and/or building in question;	Independent the title of the said flat verify in the SRO
	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.;	Registered
	h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes 
	i) Conveyance in favour of Society/ Condominium concerned;	Not yet
	j) Occupancy Certificate/allotment letter/letter of possession;	<u>Not Produce</u> 
	(k) Membership details in the Society etc.;	After Society formation
	(l) Share Certificates;	As above
	(m) No Objection Letter from the Society;	NOC letter to be obtained from the M/s. Terrain Infrastructure Pvt. Ltd, for creating equitable mortgage
	(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;	Yes with Builder
	(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.	We have conducted search for 30 years in Sub Registrar office at Andheri & Bandra & noticed that there are no encumbrance on this property
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.	1992 to 2021 No encumbrance reflected therein. 

32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid
33.	a) Urban land ceiling clearance, whether required and if so, details thereon	Not Applicable
	b) Whether No Objection Certificate under the Income Tax Act is required/obtained.	Not Applicable
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Not Applicable
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable
36.	a) Whether the property offered as security is clearly demarcated?	Please refer valuer Report
	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 Produce
	b) Document in relation to water connection;	Not Produce
	c) Document in relation to Sales Tax Registration, if any applicable;	Not Applicable
	d) Other utility bills, if any.	Not Produce
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 mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Original documents are available
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.	N.A
45	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	<p>➤ Before sanctioning the said loan to the prospective Purchasers/Borrower the Bank Should ascertain the existence and present status of the status flat/ Building.</p> <p>➤ Before disbursal of the loan kindly cross verify NOC-Cum Mortgage noting letter issued by the Builder.</p> <p>➤ Upon creation of mortgage, the charge should be recorded in the record of the society by obtaining letter to that effect from builder.</p> <p>➤ In View of the Various Fraudulent instant, it is notice that the borrower/guarantor presents original the documents alongwith the proposal, borrower at the time of the creation of mortgage borrower. Guarantors deposit colour/ fabricated/ forged title deed, in the above backdrop bank is advised to kindly verify the genuineness of the Title Deed</p>
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mr. Narayan Rajkumar Mishra & Mr. Kamesh Kumar Rajkumar Mishra (Proposed Borrower)
47	1) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	Yes
	2) Whether the Project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	The M/s. Terrain Infrastructure Pvt. Ltd has registered this project under the Provision of the Real Estate (Regulation and Development) Act 2016 (RERA) with the Real Estate Regulatory Authority bearing No. P51900009101 dated 18/05/2020 valid up to 30/09/2020
	Whether the registered agreement for Sale as prescribed in the above Act/Rules there under is executed?	



3) Whether the details of the apartment/Plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Yes
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----

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

Date: 24/07/2021

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, Wakf Board (wherever applicable I do not find adverse which would prevent the Title Holders from creating availed 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. **No Encumbrances 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 no prior Mortgage/charges/Encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 2005 to 2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The 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 (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). (Strike out if not applicable) (Not Applicable)
7. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers Mr. Narayan Rajkumar Mishra & Mr. Kamesh Kumar Rajkumar Mishra (Proposed Borrower), subject to above clause 2.
8. I certify that Mr. Narayan Rajkumar Mishra & Mr. Kamesh Kumar Rajkumar Mishra (Proposed Borrower) have an absolute, clear and Marketable title over the Schedule property/ (ies) I 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 above clause 2.
9. It is certified that the property is SARFAESI compliant

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



1.	----	Agreement for Sale executed between Mrs. Karishma Kishan Lalwani and Mr. Narayan Rajkumar Mishra & Mr. Kamesh Kumar Rajkumar Mishra (Proposed Borrower)	Original
2.	----	Proposed Registration Receipt	Original
3.	-----	Proposed Index-II	Original
4.	18/04/2018	Agreement for Sale executed between M/s. Terrain Infrastructure Pvt. Ltd and Mrs. Karishma Kishan Lalwani Document Registered under Sr No. BDR18/4150/2018	Original
5.	18/04/2018	Registration Receipt No. 4436/2018	Original
6.	18/04/2018	Index-II	Original
7.	21/08/2020	Part Occupancy certificate issued by MCGM	Photo copy
8.	-----	NOC Letter to be obtained from the M/s. Terrain Infrastructure Pvt. Ltd, for creating equitable mortgage	Original

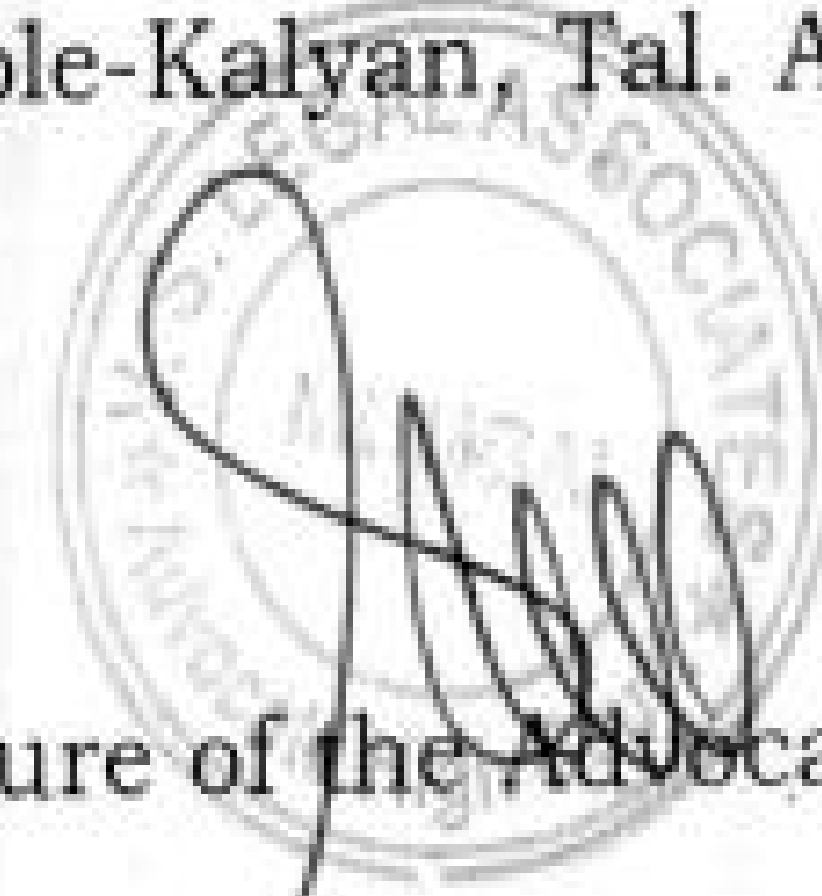
SCHEDULE OF THE PROPERTY/IES

Flat No. 901, comprising Adm. area 825 sq. fts., Carpet Area, on 9th Floor, alongwith One Car Parking Space, in the building known as "Terrain Heights", constructed on CTS No. 3157/A & 3195/A, lying and situated at Village Kole-Kalyan, Tal. Andheri, & District Mumbai Suburban.

Place : Mumbai

Date : 24/07/2021

Signature of the Advocate



SEARCH REPORT

Flat No. 901, comprising Adm. area 825 sq. fts., Carpet Area, on 9th Floor, alongwith One Car Parking Space, in the building known as "Terrain Heights", constructed on CTS No. 3157/A & 3195/A, lying and situated at Village Kole-Kalyan, Tal. Andheri, & District Mumbai Suburban. (hereinafter referred to as the said property, Flat & Bungalow for brevity's sake)

OWNERS: Mr. Narayan Rajkumar Mishra & Mr. Kamesh Kumar Rajkumar Mishra
(Proposed Borrower)

THIS IS TO CERTIFY THAT I have taken search in respect of the above said property for the period of 30 years from 1992 to 2021 in the Office of Sub-Registrar Andheri & Bandra which is as follows: -

YEAR : -

1992 - Half pages Torn

1993 - Pages Torn

1994 - Nil

1995 - Nil

1996 - Nil

1997 - Nil

1998 - Nil

1999 - Nil

2000 - Nil

2000 - Nil

2001 - Nil

2002 - Nil

2003 - Entry in Index Book

Agreement dated 08/01/2003

Adm 477.1 sq mtrs.,

Madhuri Mohan vadke & other

And

Nalin Pravin Chaudhari

Sr No. BDr 1/311/2003

Dated 16/01/2003

2004 - Nil

2005 - Nil

2006 - Entry in Index Book

1. Gift Deed dated 29/09/2006

Gifted granted, conveyed, transferred, assigned and assured all his rights, title, share and interest in the said property bearing CTS

No. 3195-A, Survey No. 348/12 (Pt) Adm. area 647.40 sq. mtrs

Mr. Abdul Shakoor Jamaluddin

And

Mr. Mohamed Yakub Bakerywala, Mr. Ali Shaukat Bakerywala &

Mr. Mohamed Iqbal Bakerywala

Sr. No. BDR-4/7407/2006

dated 29/09/2006

2. Conveyance deed dated 30/09/2006

CTS No. 3195-A, Survey No. 348/12 (Pt) Adm. area 647.40 sq. mtrs

Mohamed Yakub Bakerywala & others

And

Terrain Infrastructure Pvt. Ltd

Sr. No. BDR-4/7442/2006

dated 30/09/2006

Conveyance deed dated 02/08/2006
CTS No. 3157, 3157/1 to 10 S No. 348 H No. 5P, adm 572.52 sq war i.e. 478.7
sq mtrs.,
Madhuri Mohan Wadke & other
And
Nalini Pravin Choksi
Sr No. BDR4/5930/2006
Dated 02/08/2006

2007 – Entry in Index Book

1. Development Agreement dated 27/06/2007 (Rs.1000000/-)
(Rs.8325000/-)
Survey No. 348 Hissa No. 5 (Pt), CTS No. 3157 Adm. area 285.7 sq. mtrs
Khandwani Exports Pvt. Ltd
And
Shri. Shankar Hazarimal Sarin his CA Mr. Suhail Khandwani as a
Confirming Party
And
Terrain Infrastructure Pvt. Ltd
Sr. No. BDR-15/4845/2007
dated 27/06/2007
2. Development Agreement dated 08/06/2007
CTS No. 3195B & 3195B/1 to 3 Survey No. 348 Hissa No. 23, 16, 92 and
S. No. 349 Hissa No. 35 Adm. area 524.3 sq. mtrs
Smt. Sujata Shripat Girkar & others
And
Mrs. Vimal Vishnu Pednekar as a Confirming party
And
Terrain Infrastructure Pvt. Ltd
Sr. No. BDR-15/4276/2007
dated 08/06/2007

declaration deed dated 27/06/2007 (Rs. 5000/-)
(Rs. 5000/-)
S. No. 349/18, 34, 35, 30, 28, 17, 27 CTS No. 3170, 3178, 3177, 3162,
3163, 3171 S No. 348/12, CTS No. 3195
Khandwani Exports Pvt. Ltd
Sr No. Andheri 4/4844/2007
Dated 27/06/2007

2008 -Nil

2009- Nil

2010 – Nil

2011 – Nil

2012 –Nil

2013 –Nil

2014 –(Record not maintained properly)

2015 –(Record not maintained properly)

2016- Entry in index book (Record not maintained properly)

2017- (Record not maintained properly)

2018- Entry in index book (Record not maintained properly)
Agreement for Sale dated 18/04/2018 (Rs. 5000000/-)
(Rs.16302200/-)

Flat No. 901, comprising Adm. area 825 sq. fts., Carpet Area, on 9th Floor,
alongwith One Car Parking Space, in the building known as "Terrain Heights",
constructed on CTS No. 3157/A & 3195/A, lying and situated at Village Kole-
Kalyan, Tal. Andheri, & District Mumbai Suburban.

Mrs. Karishma Kishan Lalwani
Sr. No. BDR18/4150/2018
dated 18/04/2018

2019 - Entry in index II (Record not maintained properly)
Conveyance deed dated 11/12/2019
CTS No. 3195/B/3, adm 11.70 sq mtrs.,
Smt. Supriya Nitin Survey & others
And
M/s. Terrain Infrastructure Pvt. Ltd
Sr No. Andheri 3/14242/2019
Dated 12/12/2019

Sale deed dated 03/10/2019
CTS No. 3157/A adm 304 sq mtr
Shri. Shankar Hazarimal Sarin alongwith Khandwani Exports Pvt. Ltd
And
M/s. Terrain Infrastructure Pvt. Ltd
Sr. No. Andheri 7/11430/2019
dated 03/10/2019

2020 (Record not maintained properly)
2021 (Record not maintained properly)

Attached the Govt. Fees Paid Vide Receipt No. MH004009759202122E/2021 dated
24/07/2021

Register of Computerized Print copies of index II are prepared for search from
Feb.2002 onward, which have not been maintained property and manual books are in
partly torn untidy and loose condition.

Place : Mumbai

Date: 24/07/2021



Mr. Satish Gaikwad



S. V. Lad

V.S. Legal Associates

Advocates High Court

1A, 4th Floor, Kamanwala Chamber,
Premises Co-op. Society Ltd.
Sir P. M. Road, Mumbai 400 001
Tel. : 91-8655085795
Telefax : 91-022-66316626
Email Id: vs_legal@yahoo.co.in

VS/SBI/SER/Chinchpokali/5992/2021

Date 21/10/2021

To,

The Branch Manager,
State Bank of India,
Chinchpokali Branch,
Mumbai

Sir,

A/c. Mr. Narayan Rajkumar Mishra & Mr. Kamlesh R. Mishra

MEMORANDUM OF COST

Professional Charges for taking Search
Prepared the Search Report

Rs.1975.00

Search Charges

Rs. 25.00

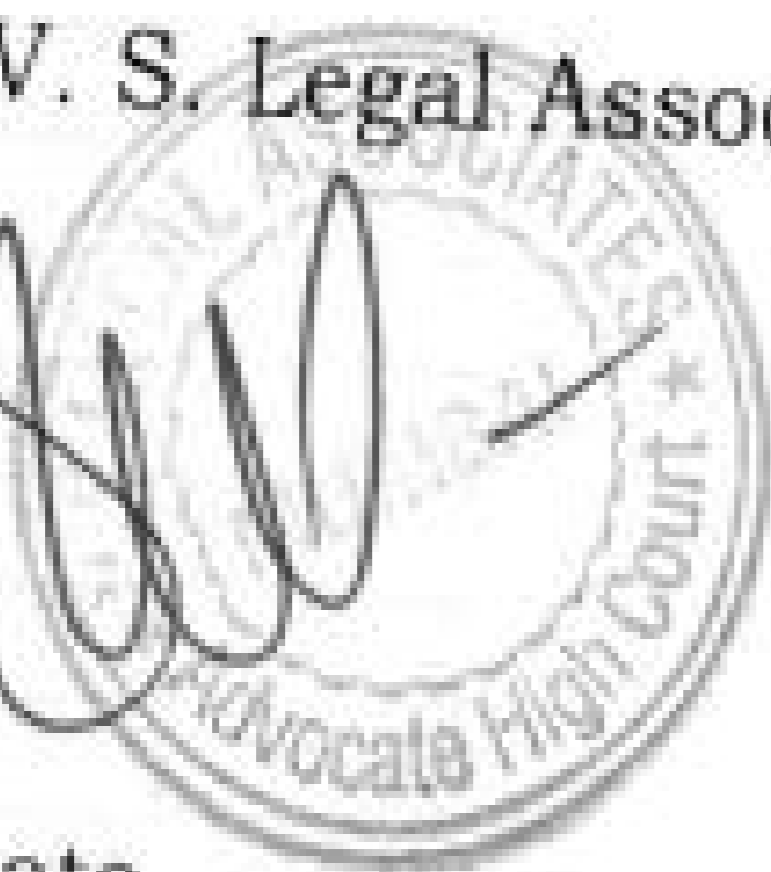
Total

Rs.2000.00
=====

Kindly remit our professional charges in respect of the abovesaid title certificate in our current **SBI A/c No.30314930641, IFS Code : SBIN0001821, Churchgate Branch, Mumbai.**

For V. S. Legal Associates

Advocate





CHALLAN
MTR Form Number-6



GRN	MH007784176202122E	BARCODE			Date	21/10/2021-14:01:37	Form ID			
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Search Fee Other Items			TAX ID / TAN (If Any)						
				PAN No.(If Applicable)						
Office Name	BDR15_JT SUB REGISTRAR ANDHERI 4			Full Name	ADV Shirish Lad					
Location	MUMBAI									
Year	2021-2022 One Time			Flat/Block No.						
Account Head Details		Amount In Rs.		Premises/Building						
0030072201 SEARCH FEE		25.00		Road/Street						
				Area/Locality						
				Town/City/District						
				PIN						
				Remarks (If Any)	VILLAGE KOLEKALYAN C.T.S. NO. 3157/A 2021 01 YEAR					
				Amount In	Twenty Five Rupees Only					
Total			25.00	Words						
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK						
Cheque-DD Details		Bank CIN	Ref. No.	69103332021102116188	2708946648					
Cheque/DD No.		Bank Date	RBI Date	21/10/2021-14:02:00	Not Verified with RBI					
Name of Bank		Bank-Branch	IDBI BANK							
Name of Branch		Scroll No. . Date	Not Verified with Scroll							

Department ID :

Mobile No. : 9867267216

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

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

V.S. Legal Associates

S. V. Lad

Advocates High Court

1A, 4th Floor, Kamanwala Chamber,
Premises Co-op. Society Ltd.
Sir P. M. Road, Mumbai 400 001
Tel. : 91-8655085795
Telefax : 91-022-66316626
Email Id: vs_legal@yahoo.co.in

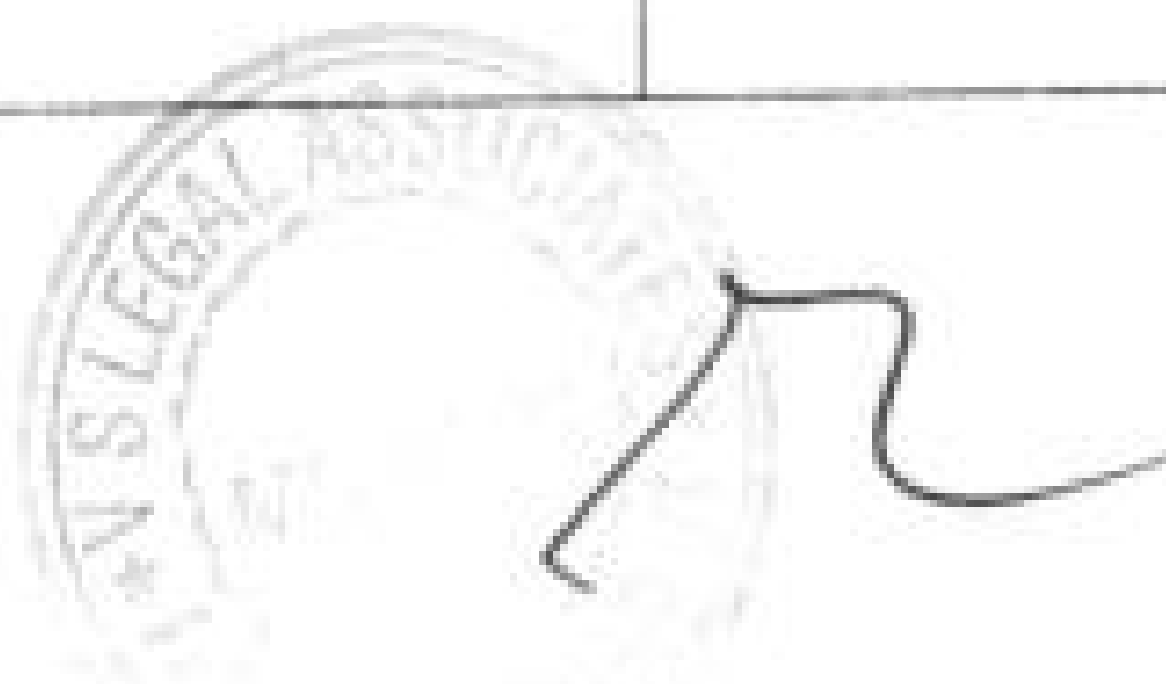
VS/SBI/SER/Chinchpokali/5992/2021

Date 21/10/2021

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, Chinchpokali Branch, Mumbai
	b) Reference No. and date of the letter under the cover of the documents tendered for scrutiny	By Hand
	c) Name of the Borrower.	Mr. Narayan Rajkumar Mishra & Mr. Kamlesh R. Mishra
2.	a) Name of the Unit/ Concern/ Company/ person offering the property/(ies) s security.	Flat
	b) Constitution of the unit/concern/person offering the property for creation of charge.	Joint Applicant
	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. 901, comprising Adm. area 825 sq. fts., Carpet Area, equivalent to 76.67 Sq. mtrs., on 9 th Floor, alongwith One Car Parking Space, in the building known as "Terrain Heights", constructed on CTS No. 3157/A & 3195/A, lying and situated at Village Kole-Kalyan, Tal. Andheri, & District Mumbai Suburban.
	a) Survey No.	CTS No. 3157/A & 3195/A
	b) Door no. (in case of house property)	Flat No. 901
	c) Extent/ area including plinth/ built up area in case of house property	Adm. area 825 sq. fts., Carpet Area
	d) Locations like name of the place, village, city, registration, sub-district etc.	Village Kole-Kalyan, Tal. Andheri, & District Mumbai Suburban
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



Sr. No.	Date of Document	Name of the parties	Original/ Certified Photocopy/ true copy
1.	18/10/2021	Agreement for Sale executed between Mrs. Karishma Kishan Lalwani and Mr. Narayan Rajkumar Mishra & Mr. Kamlesh R. Mishra	Photo copy
2.	18/10/2021	Registration Receipt No. 11443/2021	Photocopy
3.	18/10/2021	Index II	Photocopy
4.	29/07/2021	Electricity Bill issued by Adani Electricity	Photo copy
5.	21/08/2020	Part Occupancy certificate issued by MCGM	Photo copy
6.	14/06/2010	Commencement certificate issued by MCGM	Photo copy
7.	19/08/2017	RERA Registration Certificate No. P51900009101	Photo copy
8.		Property Card	Photo copy
5 (a)	Whether certified copy of all title documents are obtained from the Relevant Sub- Registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipt along with the TIR		Separately applied the certified copy of the said Agreement
(b)	(i)	Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page with the original documents submitted?	As above
	(ii)	Where the certified copies of the title documents are not available the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)	As above
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?	Partly 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 ?	Yes
7.	a) Property offered as security falls within the Jurisdiction of which sub - registrar office?	Kurla
	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 Andheri & Bandra
	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. (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)	As state hereunder

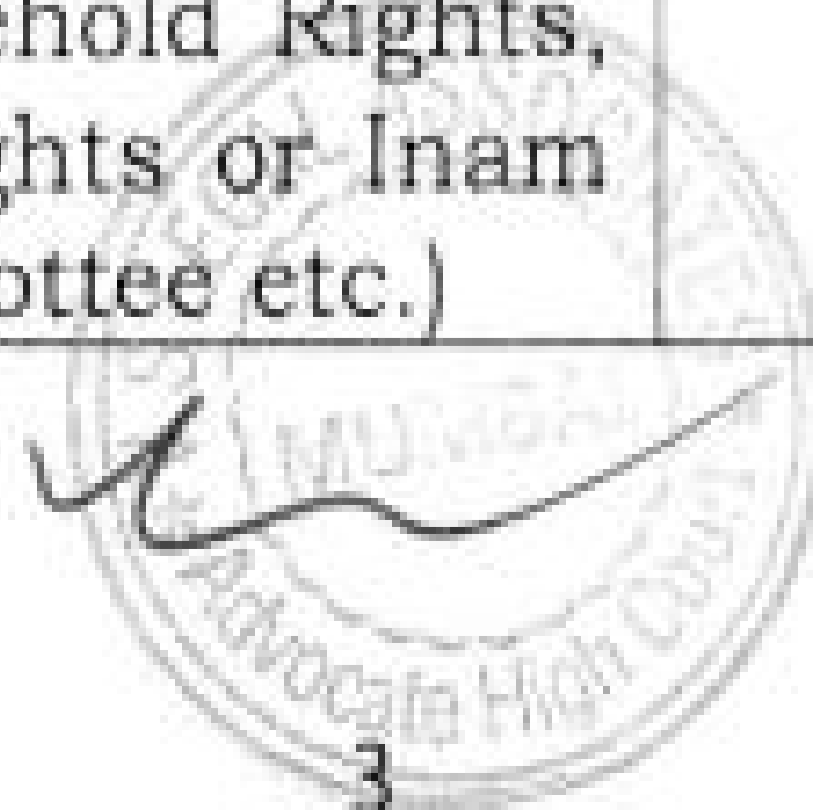
In respect of the Flat No. 901, comprising Adm. area 825 sq. fts., Carpet Area, equivalent to 76.67 Sq. mtrs., on 9th Floor, alongwith One Car Parking Space, in the building known as "Terrain Heights", constructed on CTS No. 3157/A & 3195/A, lying and situated at Village Kole-Kalyan, Tal. Andheri, & District Mumbai Suburban. issued title Certificate dated 24/07/2021.

In Continuation abovesaid title certificate in respect of the abovesaid flat further state as under.

The MCGM issued Part Occupancy Certificate vide No. CE/25532/WS/AH (337)-BCC/Amend (2) dated 21/08/2020 to occupy the building St (for stack Car parking) + 1st (P) + 2nd (P) + 3rd to 7th + 8th (P) + 9th to 10th + 11th (P) Upper Floor (excluding Flat No.2) on said property

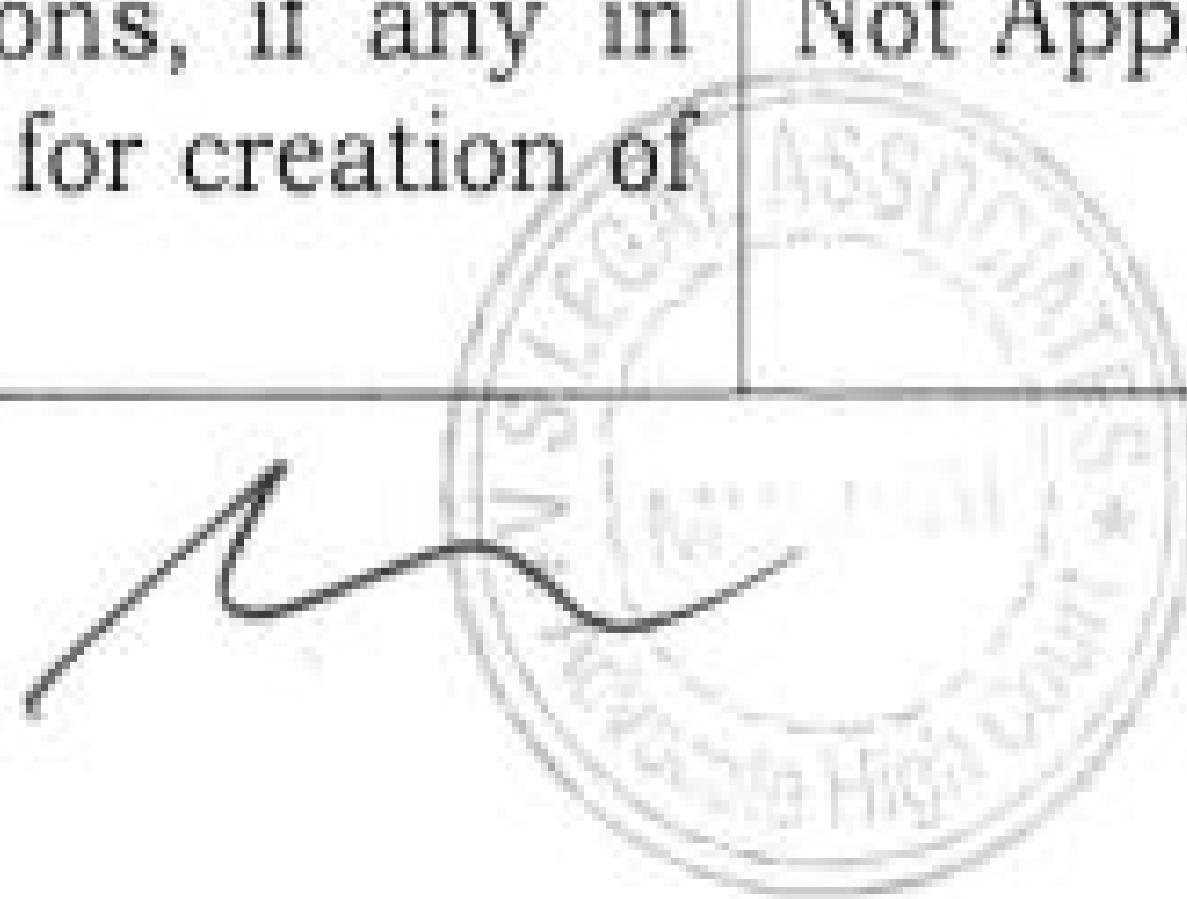
By an Agreement for Sale dated 18/10/2021 the said Mrs. Karishma Kishan Lalwani agreed to sell the Flat No. 901, comprising Adm. area 825 sq. fts., Carpet Area, equivalent to 76.67 Sq. mtrs., on 9th Floor, alongwith One Car Parking Space, in the said building to Mr. Narayan Rajkumar Mishra & Mr. Kamlesh R. Mishra, on the term and condition contained therein. Which was duly registered with the Sub-Registrar of Assurances, Bandra under Serial No. BDR-15/10593/2021 dated 18/10/2021.

9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights. Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership Right
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10	If leasehold, whether; a) lease Deed is duly stamped and registered	Not Applicable
	b) lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c) duration of the Lease/unexpired period of lease,	Not Applicable
	d) if, a sub-lease, check the lease deed in favor of Lessee as to whether Lease deed permits su/b-leasing and mortgage by Sub- Lessee also./	Not Applicable
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11.	If Govt grant/ allotment/Lease-cum/Sale Agreement, whether; a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	No
	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,	No
	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.	No
14	If the property has been transferred by way of Gift/Settlement Deed, whether: a) The Gift/Settlement Deed is duly stamped and registered;	No
	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

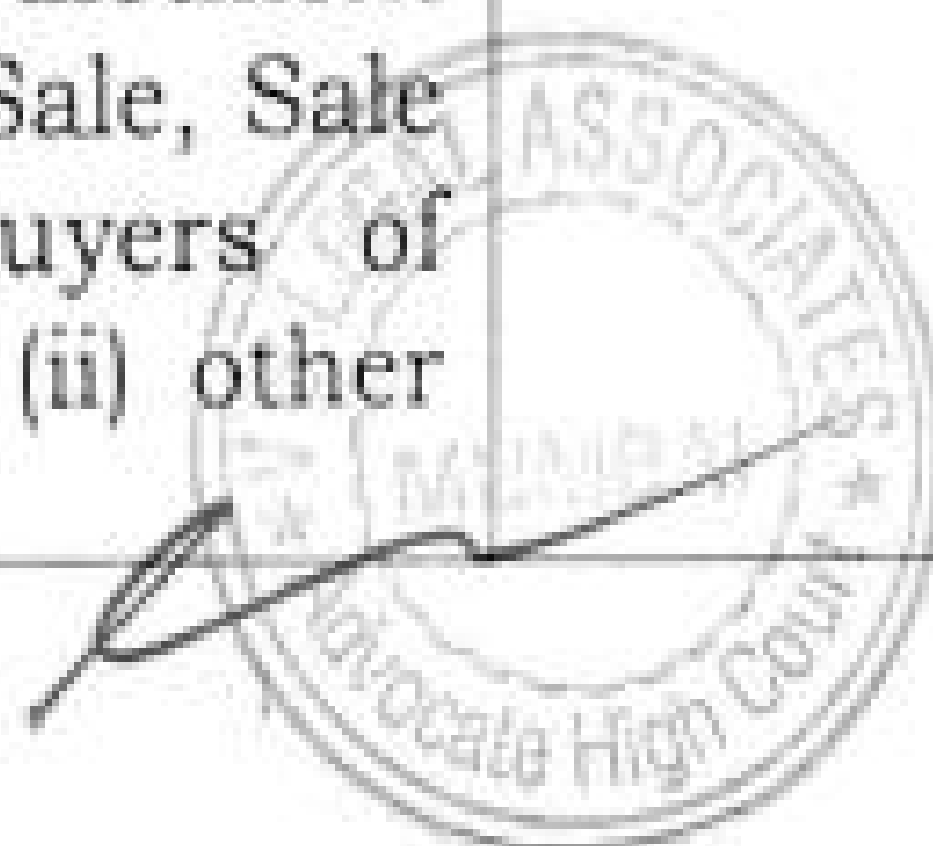
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
15.	a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	No
	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?	No
	(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?	No
	(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 create for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	No
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	No
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	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
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	N.A
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 outcome
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.	No
	(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(a)	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.	Yes
(b)	i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm?	Not Applicable
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of companies (RoC) in respect of such vendor company/LLP (Seller) and the vendee company (Purchaser)?	As above
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	As above
	iv) if the search reveals encumbrances/charges whether such charges/encumbrances have been satisfied	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?	No
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not Applicable
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Not Applicable



	(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?	Not Applicable
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
29.	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;	Ownership Rights
	b) Development Agreement/Power of Attorney;	As above
	c) Extent of authority of the Developer/builder;	Sale
	d) Independent title verification of the Land and/or building in question;	Independent the title of the said flat verify in the SRO
	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.;	Registered
	h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	i) Conveyance in favour of Society/ Condominium concerned;	Not yet
	(j) Occupancy Certificate/allotment letter/letter of possession;	Not Produce

	(k) Membership details in the Society etc.;	After Society formation
	(l) Share Certificates;	As above
	(m) No Objection Letter from the Society;	NOC letter to be obtained from the M/s. Terrain Infrastructure Pvt. Ltd, for creating equitable mortgage
	(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;	Yes with Builder
	(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.	We have conducted search for 01 year in Sub Registrar office at Andheri & Bandra & noticed that there are no encumbrance on this property
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.	Year - 2021 No encumbrance reflected therein.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid
33.	a) Urban land ceiling clearance, whether required and if so, details thereon	Not Applicable
	b) Whether No Objection Certificate under the Income Tax Act is required/obtained.	Not Applicable
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Not Applicable
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable
36.	a) Whether the property offered as security is clearly demarcated?	Please refer valuer Report
	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 Produce

	b) Document in relation to water connection;	Not Produce
	c) Document in relation to Sales Tax Registration, if any applicable;	Not Applicable
	d) Other utility bills, if any.	Not Produce
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 mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Original documents are available
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.	N.A



45	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	<p>➤ Before sanctioning the said loan to the prospective Purchasers/Borrower the Bank Should ascertain the existence and present status of the status flat/ Building.</p> <p>➤ Before disbursal of the loan kindly cross verify NOC-Cum Mortgage noting letter issued by the Builder.</p> <p>➤ Upon creation of mortgage, the charge should be recorded in the record of the society by obtaining letter to that effect from builder.</p> <p>➤ In View of the Various Fraudulent instant, it is notice that the borrower/guarantor presents original the documents alongwith the proposal, borrower at the time of the creation of mortgage borrower. Guarantors deposit colour/ fabricated/ forged title deed, in the above backdrop bank is advised to kindly verify the genuineness of the Title Deed</p>
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mr. Narayan Rajkumar Mishra & Mr. Kamlesh R. Mishra
47	1) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	Yes
	2) Whether the Project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished. Whether the registered agreement for Sale as prescribed in the above Act/Rules there under is executed?	The M/s. Terrain Infrastructure Pvt. Ltd has registered this project under the Provision of the Real Estate (Regulation and Development) Act 2016 (RERA) with the Real Estate Regulatory Authority bearing No. P51900009101 dated 18/05/2020 valid up to 30/09/2020
	3) Whether the details of the apartment/Plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Yes

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

Date: 21/10/2021

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, Wakf Board (wherever applicable I do not find adverse which would prevent the Title Holders from creating availed 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. **No Encumbrances 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 no prior Mortgage/charges/Encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The 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 (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). (Strike out if not applicable) (Not Applicable)
7. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers Mr. Narayan Rajkumar Mishra & Mr. Kamlesh R. Mishra, subject to above clause 2.
8. I certify that Mr. Narayan Rajkumar Mishra & Mr. Kamlesh R. Mishra have an absolute, clear and Marketable title over the Schedule property/ (ies) I 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 above clause 2.
9. It is certified that the property is SARFAESI compliant

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

1. ✓	18/10/2021	Agreement for Sale executed between Mrs. Karishma Kishan Lalwani and Mr. Narayan Rajkumar Mishra & Mr. Kamlesh R. Mishra	Original
2. ✓	18/10/2021	Registration Receipt No. 11443/2021	Original
3. ✓	18/10/2021	Index II	Original



4.	18/04/2018	Agreement for Sale executed between M/s. Terrain Infrastructure Pvt. Ltd and Mrs. Karishma Kishan Lalwani Document Registered under Sr No. BDR18/4150/2018	Original
5.	18/04/2018	Registration Receipt No. 4436/2018	Original
6.	18/04/2018	Index-II	Original
7.	21/08/2020	Part Occupancy certificate issued by MCGM	Photo copy
8.	-----	NOC Letter to be obtained from the M/s. Terrain Infrastructure Pvt. Ltd, for creating equitable mortgage	Original

SCHEDULE OF THE PROPERTY/IES

Flat No. 901, comprising Adm. area 825 sq. fts., Carpet Area, equivalent to 76.67 Sq. mtrs., on 9th Floor, alongwith One Car Parking Space, in the building known as "Terrain Heights", constructed on CTS No. 3157/A & 3195/A, lying and situated at Village Kole-Kalyan, Tal. Andheri, & District Mumbai Suburban.

Place : Mumbai

Date : 21/10/2021

Signature of the Advocate



SEARCH REPORT

Flat No. 901, comprising Adm. area 825 sq. fts., Carpet Area, equivalent to 76.67 Sq. mtrs., on 9th Floor, alongwith One Car Parking Space, in the building known as "Terrain Heights", constructed on CTS No. 3157/A & 3195/A, lying and situated at Village Kole-Kalyan, Tal. Andheri, & District Mumbai Suburban. (hereinafter referred to as the said property, Flat & Bungalow for brevity's sake)

OWNERS: Mr. Narayan Rajkumar Mishra & Mr. Kamlesh R. Mishra

THIS IS TO CERTIFY THAT I have taken search in respect of the above said property for the period of 01 year from 2021 in the Office of Sub-Registrar Andheri which is as follows: -

YEAR : -

2021 Entry in Index II (Record not maintained properly)

Agreement for Sale dated 18/10/2021

Flat No. 901, comprising Adm. area 825 sq. fts., Carpet Area, equivalent to 76.67 Sq. mtrs., on 9th Floor, alongwith One Car Parking Space, in the building known as "Terrain Heights", constructed on CTS No. 3157/A & 3195/A, lying and situated at Village Kole-Kalyan, Tal. Andheri, & District Mumbai Suburban.

Mrs. Karishma Kishan Lalwani

And

Mr. Narayan Rajkumar Mishra & Mr. Kamlesh R. Mishra

Sr. No. BDR-15/10593/2021

Dated 18/10/2021

Attached the Govt. Fees Paid Vide Receipt No. MH007784176202122E/2021 dated 21/10/2021

Register of Computerized Print copies of index II are prepared for search from Feb.2002 onward, which have not been maintained property and manual books are in partly torn untidy and loose condition.

Place : Mumbai

Date: 21/10/2021



Mr. Tushar Panchal



TAX INVOICE



JAGTAP & ASSOCIATES
CHARTERED ENGINEER &
GOVT. REGISTERED VALUER

Flat/Office no. C-22, First Floor, Ashoka Nagar 43,
Kharadi Bypass, Hadapsar Road
Kharadi, Pune- 411014.

GSTIN : 27ADTPJ0025E1Z5

Invoice No: J&A/20-21/

Invoice Date: 06/07/2021

Mob. No.: 9422511433

State: MAHARASHTRA

State Code: 27

Details of Receiver

Billed to :

Name :- Mr. Narayan Rajkumar Mishra &
Mr. Kamlesh Kumar Rajkumar Mishra.

File No: 475

Address:- Flat No.- 901 on 9th Floor, Building Known as "Terrain Heights", Situated At
CTS No.- 3157/A & 3195A, Yashwant Nagar, Vakola, Santacruz (East),
Village- Kole Kalyan, Taluka- Andheri, Dist- Mumbai – 400 055.

GSTIN:

State: Maharashtra

State Code:27

Tel No:

Email ID:

Mode of Payment:

CASH

CHEQUE

NEFT

ONLINE

Cheque No.:

Drawn On:

Dated:

Ref. No.

Sr.No.	Name of Service	SAC	Amount in Rs.	CGST@9% In Rs.	SGST@9% In Rs.	IGST@18% In Rs.	Total in Rs.
1	Valuation of assets for SBI Chinchpokali RACPC	998331	2500.00	225.00	225.00	-	2950.00
						Total	2950.00

Amount in words: Rs. Two Thousand Nine Hundred Fifty Only

Bank Details

JAGTAP & ASSOCIATES

Bank: State Bank of India

Bank A/C No.39719872151

IFSC: SBIN0013527

Terms & Conditions:

- 1) The receipt is valid subject to realization of cheque/DD.
- 2) Breach of this condition is liable for legal action.
- 3) No part of the document may be copied in any form by any means.
- 4) Fees once paid will not be refunded or adjusted against any other assignment or person.

Certified that the particulars given above are true and correct.

For, Jagtap & Associates

Authority Signature-

Signature- Administrative Officer

For, Jagtap & Associates

Proprietor

For

For

REGAL

Valuers & Chartered Engineers

Ref. No.656_2021_SBI_PR

**PROPOSED PURCHASER:
MR.NARAYAN RAJKUMAR MISHRA AND
MR.KAMLESH KUMAR RAJKUMAR MISHRA**

Add: Flat No.901, 9thFloor, "Terrain Heights", Yashwant Nagar,
Aaram Society Road, Near Vakola, Santacruz (E),
Mumbai - 400 055.

AMIT N. YERAM

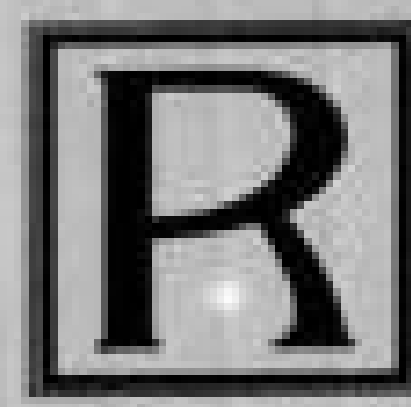
Mo.9405141318, 7083954948

Email: regalvaluers@gmail.com

Office Add: F-2201, Sukhakarta chs, Mahadev Palav Marg, Currey Road, Mumbai-400012.

Branch : 203, Paris Apartment, Bazarpath, Kankavali, Sindhudurg-416602.

Branch : 325, Heena Arcade, Char Rasta, Vapi-396191.



REGAL

Valuers & Chartered Engineers

Ref. No.656_2021_SBI_PR

Date: 21.07.2021

ANNEXURE FORMAT - B
(NAME OF VALUER: AMIT N. YERAM)

TO,
STATE BANK OF INDIA
BRANCH: RACPC CHINCHPOKALI

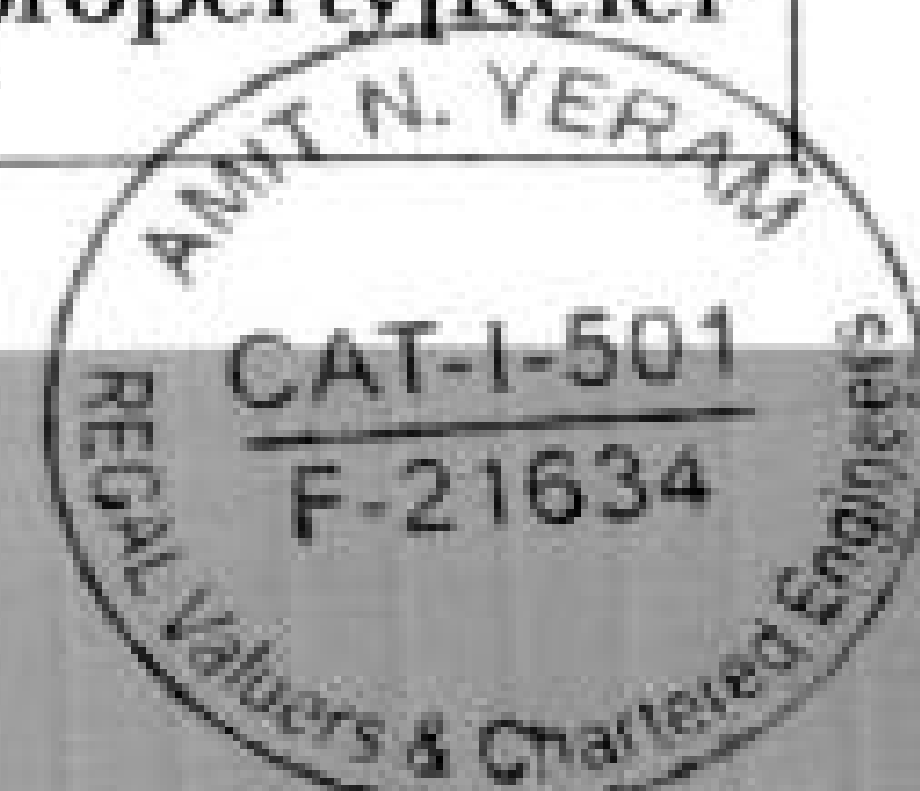
VALUATION REPORT (INRESPECT OF UNITS)

I.	GENERAL		
1.	Purpose for which the valuation is made	:	To determine fair market value of Residential units
2.	a) Date of inspection	:	20.07.2021
	b) Date on which the valuation is made	:	21.07.2021
3.	List of documents produced for perusal		
	Draft Agreement dtd.19.07.2021 between Mrs. Karishma Kishan Lalwani ("Transferor") And Mr.Narayan Rajkumar Mishra and Mr. Kamlesh Kumar Rajkumar Mishra ("Transferees")		
	Index II dtd.18.04.2018 executed between M/s. Terrain Infrastructure Pvt. Ltd. through its Director Shri. Raja Ramesh Advani (Developers/Builders") And Mrs. Karishma Kishan Lalwani ("Purchaser") Vide Doc.No.Andheri-7- 4150/2018		
	Part Occupancy Certificate issued by MCGM bearing Ref. No. CE/2553/WS/AH (337)-BCC/Amend(2) of 21 August 2020 the Part 1development of residential building comprising of Stilt (for Stack car parking) + 1 st (pt.) + 2 nd (pt.) + 3 rd to 7 th + 8 th (pt.) +9 th + 10 th + 11 th (pt.) upper floors (excluding Flat No.2 on plot bearing CTS No.3157-a, 3195-a3195-b of Village Kolekalyan University at Santacruz East, Mumbai.		
4.	Name of the owner(s) and his/ their address(es) with Phone no. (details of share of each owner in case of join to ownership)	:	SELLER/VENDOR : MRS.KARISHMA KISHAN LALWANI PROPOSED PURCHASER: MR. NARAYAN RAJKUMAR MISHRA AND MR. KAMLESH KUMAR RAJKUMAR MISHRA JOINT OWNERSHIP
5.	Brief description of the property (Including leasehold/free hold etc)	:	The flat under valuation is 3 BHK type flat in the Building named as "Terrain Heights", comprises of Stilt + 11 th upper floors with 2 lifts & 2 No. of staircase. The said building is situated at Village Kolekalyan, Near Vakola & about 1.8km. distance from Santacruz Railway Station. Considered Freehold property [Refer legal opinion]

M: 9405141318 | C: 7083954948

F-2201, Sukhakarta chs., Mahadev Palav Marg, Currey Road, Mumbai - 400 012.

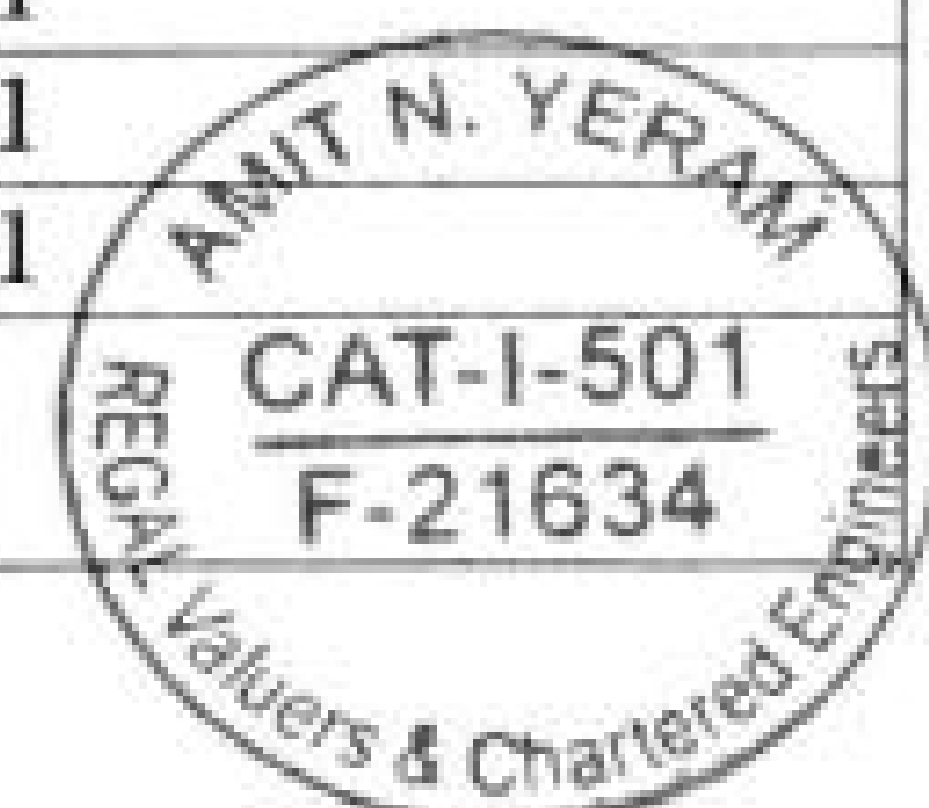
regalvaluers@gmail.com



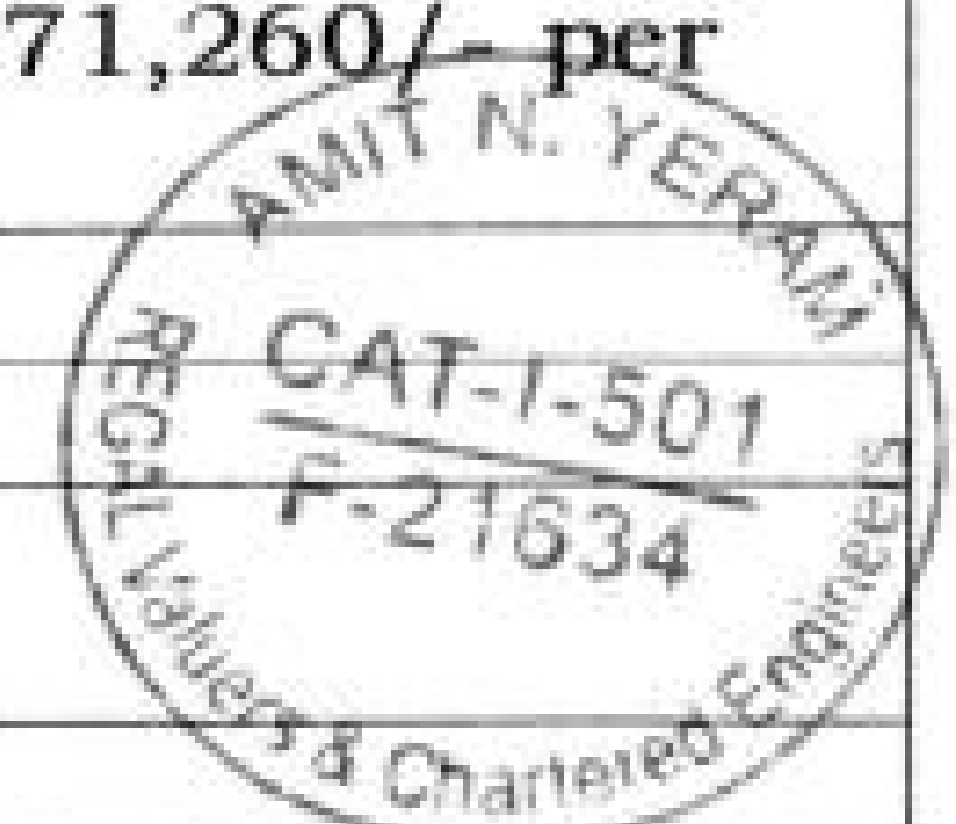
6.	Location of property			
	a)	Plot No./ Survey No.	:	CTS No.3157-a, 3195-a3195-b
	b)	Door No.	:	Flat No.901
	c)	T.S. No./Village	:	Kolekalyan University
	d)	Ward/Taluka	:	Andheri
	e)	Mandal /District	:	Mumbai
	f)	Date of issue and validity of layout of approved map/plan	:	Part Occupancy Certificate Ref. No. CE/2553/WS/AH (337)-BCC / Amend (2) of 21 August 2020
	g)	Approved map / plan issuing authority	:	MCGM
	h)	Whether genuineness or authenticity of approved map / plan is verified	:	Yes
i)	Any other comments by our empanelled Valuers on authentic of approved plan	:	No	
7.	Postal address of the property		:	Flat No.901, 9 th Floor, "Terrain Heights", Yashwant Nagar,Aaram Society Road, Near Vakola, Santacruz (E),Mumbai - 400 055.
	Landmark		:	Near Vakola/Aaram Society
8.	City/Town		:	
	Residential Area		:	Residential Area
	Commercial Area		:	Commercial Area
	Industrial Area		:	-
9.	Classification of the area			
	i)	High/Middle/Poor	:	High class
	ii)	Urban/Semi Urban/Rural	:	Urban Area
10.	Coming under Corporation limit / Village Panchayat / Municipality		:	Within Limits of Municipal Corporation of Greater Mumbai
11.	Whether covered under any State / Central Govt. enactments (e.g. Urban L and Ceiling Act) or notified under agency area/ scheduled area /cantonment area		:	None
12.	Boundaries of the property		:	Flat
	North		:	Lift
	South		:	End of the Wall
	East		:	End of the Wall
	West		:	Flat No.902
13.	Dimensions of the site		:	
				A B
				As per the Deed Actual
	North		:	-- Road
	South		:	-- Chawl
East		:	-- Tulip Building	
West		:	-- Mangal Varsha Building	
14.	Extent of the site		:	Carpet area = 825 sq.ft. (as per agreement) Built Up Area = 92 sq.mtr. 990 sq.ft. (As per agreement index II)
14.1	Latitude, Longitude & Co-ordinates of Unit		:	Latitude :19.077762N Longitude : 72.854734E



15.	Extent of the site considered for valuation (least of 13A & 13B)	:	Carpet area = 825 sq.ft. (as per agreement) Built Up Area = 92 sq.mtr. 990 sq.ft. (As per agreement index II)
16.	Whether occupied by the owner / tenant? If occupied by tenant, since how long? Rent received per month.	:	Vacant
APARTMENT BUILDING			
1.	Nature of the Apartment	:	Residential
2.	Location	:	
	T. S. No.	:	CTS No.3157-a, 3195-a3195-b
	Block No.	:	Flat No.901
	Ward No.	:	-
	Village/Municipality/Corporation	:	MCGM
	Door No., Street or Road (Pin Code)	:	Flat No.901, Pin Code – 400 055
3.	Description of the locality Residential / Commercial / Mixed	:	Residential cum Commercial
4.	Year of Construction	:	Part O.C. - 2020
5.	Number of Floors	:	Stilt + 11 th upper floors with 2 lifts & 2 No. of staircase.
6.	Type of Structure	:	RCC Structure
7.	Number of Dwelling units in the building	:	4 Nos. of Flat on each floor
8.	Quality of Construction	:	Good
9.	Appearance of the Building	:	Good
10.	Maintenance of the Building	:	Good
11.	Facilities Available	:	
	Lift	:	Provided
	Protected Water Supply	:	Provided
	Underground Sewerage	:	Provided
	Car Parking - Open/ Covered	:	Provided
	Does Compound wall exist?	:	Provided
	Is pavement laid around the Building	:	Provided
III	Unit	:	
1	The floor on which the Unit is situated	:	9 th Floor
2	Door No. of the Unit	:	Flat No.901
3	Specifications of the Unit	:	
	Roof	:	RCC
	Flooring	:	Vitrified
	Doors	:	Wooden Door
	Windows	:	Aluminium Sliding Windows
	Kitchen	:	Granite
	Fittings	:	Concealed
	Finishing	:	Duly Plastered
4.	House Tax	:	Not Provided for perusal
	Assessment No.	:	Not Provided for perusal
	Tax paid in the name of	:	Not Provided for perusal
	Tax amount	:	Not Provided for perusal
5.	Electricity Service Connection no.	:	Not Provided for perusal
	Meter Card is in the name of	:	Not Provided for perusal
6.	How is the maintenance of the Unit?	:	Good



7.	Sale Deed executed in the name of	:	PROPOSED PURCHASER: MR. NARAYAN RAJKUMAR MISHRA AND MR. KAMLESH KUMAR RAJKUMAR MISHRA
8.	What is the undivided area of land as per Sale Deed?	:	Not applicable
9.	What is the plinth area of the Unit?	:	NA
10.	What is the floor space index (app.)	:	Not applicable
11.	What is the Carpet Area of the Unit?	:	Carpet area = 825 sq.ft. (as per agreement) Built Up Area = 92 sq.mtr. 990 sq.ft. (As per agreement index II)
12.	Is it Posh/ I class / Medium / Ordinary	:	Posh
13.	Is it being used for Residential or Commercial purpose?	:	Residential purpose
14.	Is it Owner-occupied or let out?	:	Vacant
15.	If rented, what is the monthly rent?	:	Rs.50000/- per month
IV	MARKETABILITY	:	
1	How is the marketability?	:	Good
2	What are the factors favouring for an extra Potential Value?	:	Developing Area
3	Any negative factors are observed which affect the market value in general?	:	Nothing such observed
V	Rate	:	
1	After analyzing the comparable sale instances, what is the composite rate for a similar Unit with same specifications in the adjoining locality? - (Along with details / reference of at-least two latest deals / transactions with respect to adjacent properties in the areas)	:	As enquired with local brokers & real estate agent are transacted @ Rs.20000/- to Rs.24,000/- per sq. ft. On BUA Hence Residential rate considered on Rs.23000/- basis on BUA
2	Assuming it is a new construction what is the adopted basic composite rate of the Unit under valuation after comparing with the specifications and other factors with the Unit under comparison (give details).	:	Market rates in the vicinity are in the range of Rs.20000/- to Rs.25000/- per sq.ft. depending upon locality & amenities provided.
3	Break - up for the rate	:	
	i) Building + Services	:	Rs.2000/- per sq.ft.
	ii) Land + Others	:	Rs.21000/- per sq.ft.
	Guideline rate obtained from the Registrar's office (an evidence thereof to be enclosed)	:	Residential Rate as on 2021 - 22, Sub Zone No.31/172, Rs.1,71,260/- per sq. mtr.
VI	COMPOSITE RATE ADOPTED AFTER DEPRECIATION	:	
a.	Depreciated building rate	:	N.A.
	Replacement cost of Unit with Services {V (3)i}	:	N.A.
	Age of the building	:	1 years
	Life of the building estimated	:	59years (Subject to regular & proper maintenance)



	Depreciation percentage assuming the salvage value as 10%	:	N.A.
	Depreciated Ratio of the building	:	N.A.
b.	Total composite rate arrived for valuation		N.A.
	Depreciated building rate VI (a)	:	N.A.
	Rate for Land & other V (3)ii	:	N.A.
	Total Composite Rate	:	Rs.23,000/- per sq.ft
	Insurance	:	Rs.24,75,000/-

DETAILS OF VALUATION

SR. No.	Description	QTY	Rate per unit	Estimated Value Rs.
1	Built Up Area of Flat No.901	990Sq.ft.	Rs.23,000	Rs.2,27,70,000
Q1	1 Car Parking Space	1	Lump Sum	Rs.8,00,000
2	Wardrobes			NA
3	Showcases			NA
4	Kitchen Arrangements			NA
5	Superfine Finish			NA
6	Interior Decorations			NA
7	Electricity deposits / electrical fittings, etc.,			NA
8	Extra collapsible gates / grill works etc.,			NA
9	Potential value, if any			NA
10	Others			NA
	TOTAL			Rs.2,35,70,000

Remark :Nil

As a result of my appraisal and analysis, it is my considered opinion that the fair and realizable value of the above property in the prevailing condition with aforesaid specification is Rs.2,35,70,000/- (Rs. Two Crores Thirty five Lakh Seventy Thousand Only)

Date :21.07.2021



(Handwritten Signature)

AMIT N. YERAM.

B.E. (Civil), Chartered Engg., FIV, IIV-RVO
GOVT. APPROVED VALUER
REG. NO. CAT-I-501/2017

The under signed has inspected the property through his competent person detailed in the Valuation Report dated 21.07.2021 on 20.07.2021. We are satisfied that the fair and realizable value of the property say value is Rs.2,35,70,000/- (Rs. Two Crores Thirty five Lakh Seventy Thousand Only)

Date:

Signature

(Name of the Branch Manager with office Seal)

DECLARATION- CUM- UNDERTAKING

I, Amit N. Yeram son of Narayan Yeram do hereby solemnly affirm and state that:

- a. I am a citizen of India
- b. I, will not undertake valuation of any assets in which I have a direct or indirect interest or become so interested at any time during a period of three years prior to my appointment as valuer or three years after the valuation of assets was conducted by me
- c. The information furnished in my valuation report dated 21.07.2021 true and correct to the best of my knowledge and belief and I have made an impartial and true valuation of the property.
- d. My competent person inspected the property 20.07.2021. The work is not sub- contracted to any other valuer and carried out by myself.
- e. Valuation report is submitted in the format as prescribed by the Bank.
- f. I have not been depanelled/ delisted by any other bank and in case any such depanelment by other banks during my empanelment with you, I will inform you within 3 days of such depanelment. I have not been removed/ dismissed from service/ employment earlier
- g. I have not been convicted of any offence and sentenced to a term of imprisonment
- h. I have not been found guilty of misconduct in professional capacity
- i. I have not been declared to be unsound mind
- j. I am not an undercharged bankrupt, or has not applied to be adjudicated as a bankrupt;
- k. I am not an undercharged insolvent
- l. I have not been levied a penalty under section 271J of Income-tax Act, 1961 (43 of 1961) and time limit for filing appeal before Commissioner of Income- tax (Appeals) or Income-tax Appellate Tribunal, as the case may be has expired, or such penalty has been confirmed by Income-tax Appellate Tribunal, and five years have not elapsed after levy of such penalty
- m. I have not been convicted of an offence connected with any proceeding under the Income Tax Act 1961, Wealth Tax Act 1957 or Gift Tax Act 1958 and
- n. My PAN Card number/ Service Tax number as applicable is ABRPY9332M
- o. I undertake to keep you informed of any events or happenings which would make me ineligible for empanelment as a valuer
- p. I have not concealed or suppressed any material information, facts and records and I have made a complete and full disclosure
- q. I have read the Handbook on Policy, Standards and procedure for Real Estate Valuation, 2011 of the IBA and this report is in conformity to the "Standards" enshrined for valuation in the Part-B of the above handbook to the best of my ability
- r. I have read the International Valuation Standards (IVS) and the report submitted to the Bank for the respective asset class is in conformity to the "Standards" as enshrined for valuation in the IVS in "General Standards" and "Asset Standards" as applicable
- s. I abide by the Model Code of Conduct for empanelment of valuer in the Bank. (Annexure V- A signed copy of same to be taken and kept along with this declaration)



- t. I am registered under Section 34 AB of the Wealth Tax Act, 1957. (Strike off, if not applicable)
- u. My CIBIL Score and credit worthiness is as per Bank's guidelines.
- v. I am the proprietor of the firm, who is competent to sign this valuation report.
- w. I will undertake the valuation work on receipt of Letter of Engagement generated from the system (i.e. LLMS/LOS) only.
- x. Further, I hereby provide the following information.

Sr. No	Particulars	Valuer comment
1	Background information of the asset being valued;	Residential purpose
2	Purpose of valuation and appointing authority	To Ascertain the Fair market value of the property
3	Identity of the valuer and any other experts involved in the valuation;	Amit N. Yeram
4	Disclosure of valuer interest or conflict, if any;	No
5	Date of appointment, valuation date and date of report;	21.07.2021
6	Inspections and/or investigations undertaken;	Local Broker and on line sale instances available
7	Nature and sources of the information used or relied upon;	Through Real estate broker sites like 99 Acres and Magic bricks.
8	Procedures adopted in carrying out the valuation and valuation standards followed:	As per Bank norms
9	Restrictions on use of the report, if any;	Only for banking Purpose
10	Major factors that were taken into account during the valuation	Marketability of the property
11	Major factors that were not taken into account during the valuation	NA
12	Caveats, limitations and disclaimers to the extent they explain or elucidate the limitations faced by valuer, which shall not be for the purpose of limiting his responsibility for the valuation report	Veracity of the documents should verify through its legal counsel.

Date :21.07.2021



AMIT N. YERAM.

B.E. (Civil), Chartered Engg., FIV, IIV-RVO
GOVT. APPROVED VALUER
REG. NO. CAT-I-501/2017

MODEL CODE OF CONDUCT FOR VALUERS

Integrity and Fairness

1. A valuer shall, in the conduct of his/its business, follow high standards of integrity and fairness in all his/its dealings with his/its clients and other valuers.
2. A valuer shall maintain integrity by being honest, straight forward, and forth right in all professional relationships.
3. A valuer shall endeavour to ensure that he/it provides true and adequate information and shall not misrepresent any facts or situations.
4. A valuer shall refrain from being involved in any action that would bring disrepute to the profession.
5. A valuer shall keep public interest foremost while delivering his services.

Professional Competence and Due Care

6. A valuer shall render at all times high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment.
7. A valuer shall carry out professional services in accordance with the relevant technical and professional standards that may be specified from time to time
8. A valuer shall continuously maintain professional knowledge and skill to provide competent professional service based on up-to-dated developments in practice, prevailing regulations/guidelines and techniques.
9. In the preparation of a valuation report, the valuer shall not disclaim liability for his/its expertise or deny his/ its duty of care, except to the extent that the assumptions are based on statements off act provided by the company or its auditors or consultants or information available in public domain and not generated by the valuer.
10. A valuer shall not carry out any instruction of the client in so far as they are in compatible with the requirements of integrity, objectivity and independence.
11. A valuer shall clearly state to his client the services that he would be competent to provide and the services for which he would be rely in go not her valuers or professionals or for which the client can have a separate arrangement with other valuers.

Independence and Disclosure of Interest

12. A valuer shall act with objectivity in his /its professional dealings by ensuring that his /its decisions are made without the presence of any bias, conflict of interest, coercion, or undue influence of any party, whether directly connected to the valuation assignment or not.
13. A valuer shall not take up an assignment if he /it or any of his/its relatives or associates is not independent in terms of association to the company.
14. A valuer shall maintain complete independence in his/ its professional relationships and shall conduct the valuation independent of external influences. A valuer shall wherever necessary disclose to the clients, possible sources of conflicts of duties and interests, while providing un biased services.



15. A valuer shall not deal in securities of any subject company after any time when he/ it first becomes aware of the possibility of his/ its association with the valuation, and accordance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 or till the time the valuation report becomes public, whichever is earlier.
16. A valuer shall not indulge in “mandate snatching” or offering “convenience valuations” in order to cater to a company or client’s needs.
17. As an independent valuer, the valuer shall not charge success fee.
18. In any fairness opinion or independent expert opinion submitted by a valuer, if there has been a prior engagement in an un connected transaction, the valuer shall declare the association with the company during the last five years.

Confidentiality

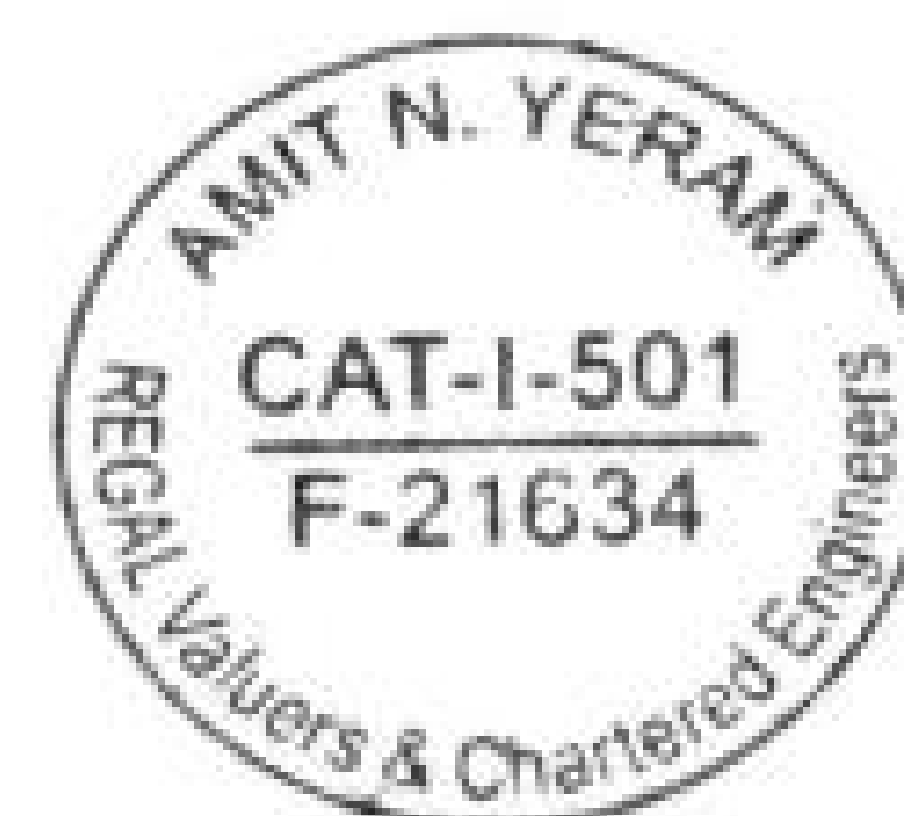
19. A valuer shall not use or divulge to other clients or any other party any confidential information about the subject company, which has come to his / its knowledge without proper and specific authority or unless there is alligator professional right or duty to disclose.

Information Management

20. A valuer shall ensure that he /it maintains written contemporaneous records for any decision taken, the reasons for taking the decision, and the information and evidence in support of such decision. This shall be /its decisions and actions.
21. A valuer shall appear, co-operate and be available for inspections and investigations carried out by the authority, any person authorized by the authority, the registered valuers organization with which he/ it is registered or any other statutory regulatory body.
22. A valuer shall provide all information and records as may be required by the authority, the Tribunal, Appellate Tribunal, the registered valuers organization with which he/it is registered, or any other statutory regulatory body.
23. A valuer while respecting the confidentiality of information acquired during the course of performing professional services, shall maintain proper working papers for a period of three years or such longer period as required in its contract for a specific valuation, for production before a regulatory authority or for a peer review. In the event of a pending case before the Tribunal or Appellate Tribunal, the record shall be maintained till the disposal of the case.

Gifts and Hospitality

24. A valuer or his/ its relative shall not accept gifts or hospitality which under mines or affects his independence as a valuer.
Explanation: For the purposes of this code the term ‘relative’ shall have the same meaning as defined in clause (77) of Section 2 of the Companies Act, 2013 (18 of 2013).
25. A valuer shall not offer gifts or hospitality or a financial or any other advantage to a public servant or any other person with a view to obtain or retain work for himself/ itself, or to obtain or retain an advantage in the conduct of profession for himself/ itself.



Remuneration and Costs

26. A valuer shall provide services for remuneration which is charged in a transparent manner, is areas on able reflection of the work necessarily and properly undertaken, and is not inconsistent with the applicable rules.
27. A valuer shall not accept any fees or charges other than those which are disclosed in a written contract with the person to whom he would be rendering service. **Occupation, employability and restrictions.**
28. A valuer shall refrain from accepting too many assignments, if he/it is unlikely to be able to devote adequate time to each of his/its assignments.
29. A valuer shall not conduct business which in the opinion of the authority or the registered valuer organization discredits the profession.

Miscellaneous

30. A valuer shall refrain from under taking to review the work of another valuer of the same client except under written orders from the bank or housing finance institutions and with knowledge of the concerned valuer.
31. A valuer shall follow this code as amended or revised from time to time

Date :21.07.2021



A handwritten signature in black ink, appearing to read "Amit N. Yeram".

AMIT N. YERAM.

B.E. (Civil), Chartered Engg., FIV, IIV-RVO
GOVT. APPROVED VALUER
REG. NO. CAT-I-501/2017



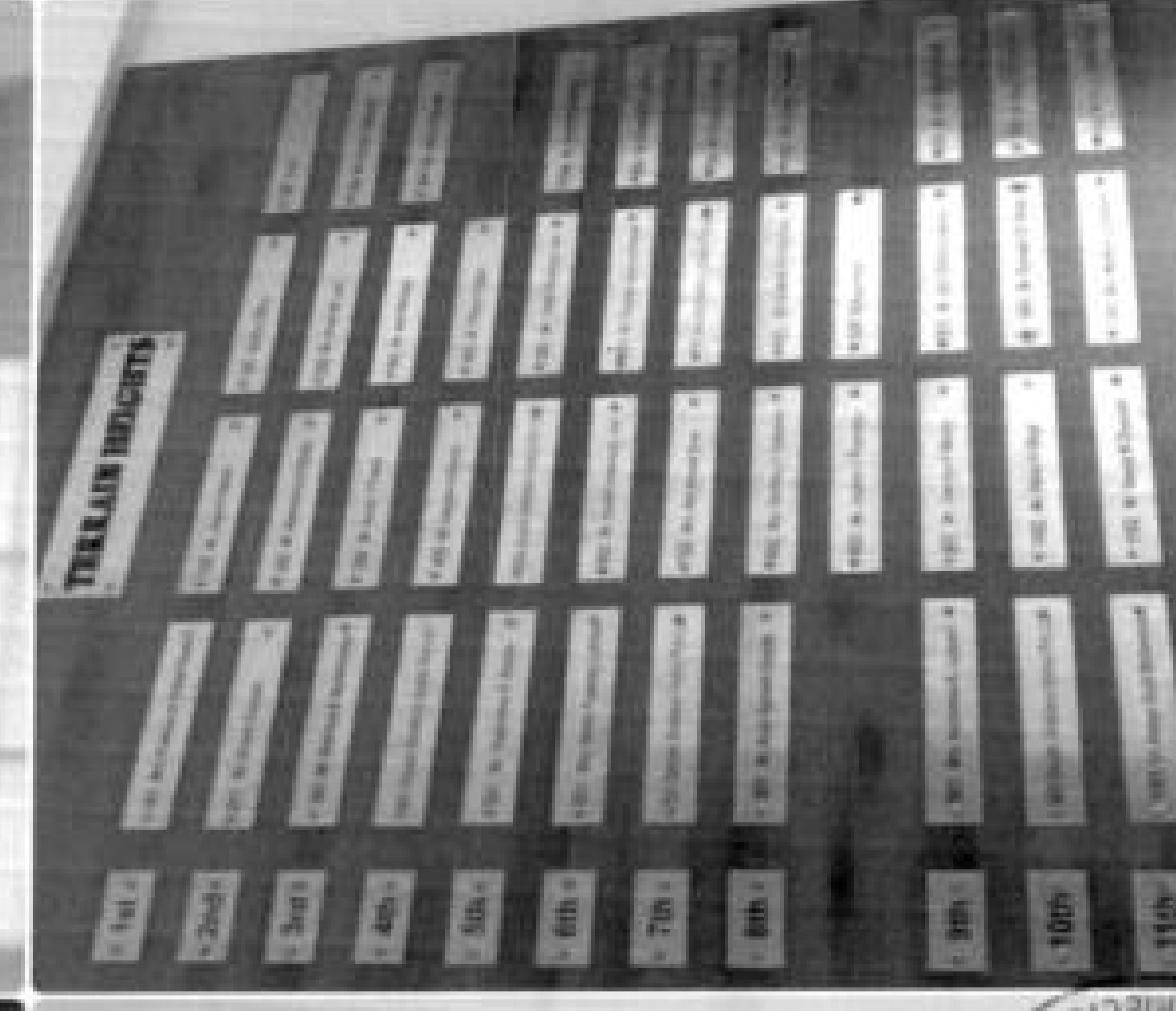
Photo showing Route Map



Photo showing Location Map



Photograph of the Property



K.M.V. VERAM
 CAT-1-501
 F-21634
 REGAL Valuers & Chartered Engineers

Home > Property in Mumbai > Santacruz (East) > Apartments > 3 BHK 2.5 to 2.6 Cr 1200 to 1300 sq.ft.

Posted on Jul 26, 2021 | Ready to move

Unlisted | Featured

2.6 Cr @ 24,621 per sq.ft.

3BHK 2Baths

Estimated EMI @ 2.07.663

Residential Apartment for Sale

in Terrain Heights, Santacruz (East), Mumbai South West, Mumbai

REERA STATUS

REGISTERED

Registration No: P51900009101

Website: <https://maharera.mahagov.in>

Overview

Society

Dealer Details

Recommendations

Price Trends

PROPERTY (18)

SOCIETY (1)



Photos (1/12)

Area

Super Built up area 1269 sq.ft. (117.89 sq.m.)

Built Up area: 1056 sq.ft. (98.11 sq.m.)

Carpet area: 825 sq.ft. (76.65 sq.m.)

Price

@ 2.6 Cr+ Govt Charges & Tax

@ 24,621 per sq.ft. (Negotiable) View Price

Details

Floor Number

5th of 11 Floors

Configuration

3 Bedrooms, 2 Bathrooms, 2 Balconies with Others

Address

Terrain Heights

Santacruz (East), Mumbai South West

Facing

North-East

Home > Property for sale in Mumbai > Flats for Sale in Mumbai > Flats for Sale in Yakola > 2 BHK Flats for Sale in Yakola > 903 Sq.ft.

Property ID: 54558023



+9 Photos

2 BHK Flat

For Sale Yakola, Mumbai

2.10 Cr

710 Sq-ft

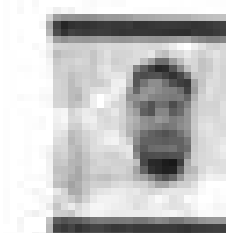
2 BHK

@ 29577 / sqft

Carpet Area

2 Bathrooms

Amenities will be updated soon



Agent name: Pradeep | 500+ Buyers Served

Certified Agent

Trusted by Users

Genuine Listings

Market Knowledge

Contact Agent



Bedrooms

2 See Dimensions

Bathrooms

2

Puja Room

1

Super area

903 sqft -

@ 23,256/sqft

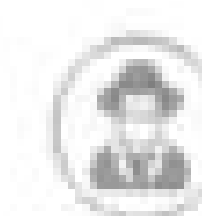
Carpet area

710 sqft -

@ 29,577/sqft

Loading

21%



Certified Agent

Pradeep

Contact Now





JAGTAP & ASSOCIATES

CHARTERED ENGINEER & GOVT. REGISTERED VALUER

Licensed Engineer / Structural Engineer Pune Municipal Corporation, Pune-5
Email - jagtapvivek517@gmail.com / aarambhgroup.mso@gmail.com

MAIN OFFICE

Office No. C-22, 1st Floor,
Sr. No 43, Ashokanagar,
Mundhwa - Kharadi Bypass, Pune -411014
9422511433, 8975244633

VIVEK M. JAGTAP

B.E. Civil, M.I.E., F.I.V., ISSE

BRANCH OFFICE

G-3, Nancy Cottage C. H. S Ltd,
Nancy Colony, Opp Jain Mandir
Borivali East, Mumbai-400066
9594459574, 9970134643, 9284613276

Ref No.-J&A/BORIVALI/BHEEM/AN/21-22/BR-475



To,
State Bank of India,
Chinchpokli RACPC Branch,
Mumbai.

Sub: Valuation report for bank loan purpose

Name of the Owners : **Mr. Narayan Rajkumar Mishra & Mr. Kamlesh Kumar Rajkumar Mishra.**

Dear Sir,
Please find enclosed herewith the valuation report in bank's format

Location of the property: **Flat No.- 901 on 9th Floor,** Building Known as "**Terrain Heights**", Situated At
CTS No.- 3157/A & 3195A, Yashwant Nagar, Vakola, Santacruz (East),
Village- Kole Kalyan, Taluka- Andheri, Dist- Mumbai - 400 055.

Land Mark : **Aarambh Society.**

Realizable Value: **RS. 2, 35, 13, 000/-**
(Rupees Two Crore Thirty Five Lakhs Thirteen Thousand Only)

This report has 1 + 21 = 22 Pages [Including Annexure I + Photographs]
Kindly acknowledge the receipt.

Thanking you,

Date: 22/07/2021
Place: Mumbai.



Vivek Jagtap
VIVEK. M. JAGTAP
B.E. Civil, M.I.E., F.I.V., ISSE
Chartered Engineer & Govt. Regd. Valuer

Digitally signed
by Vivek Jagtap
Date: 2021.07.22
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VALUATION REPORT

I. GENERAL		
1	Purpose for which valuation is made	: To determine the Fair Market Value of the Property
2	a) Date of inspection	: 22/07/2021
	b) Date on which the valuation is made	: 22/07/2021
3	List of documents produced for perusal	: Agreement For Sale (19/07/2021) Part Occupancy Certificate (21/08/2020)
4	Name of the owner(s) and their address(es) With Phone no. (details to be shared of each owner in case of joint ownership)	: Mr. Narayan Rajkumar Mishra & Mr. Kamlesh Kumar Rajkumar Mishra.
5	Brief description of the property	: Building Named "Terrain Heights". The Said Building Comprising Of Stilt (for Stack Car Parking)+ 1 st (Pt.)+ 2 nd (Pt.)+ 3 rd to 7 th +8 th (Pt.)+ 9 th to 10 th + 11 th (Part) Upper Floors. The Said Building Is Situated at CTS No.- 3157/A & 3195A, Yashwant Nagar, Vakola, Santacruz (East), Village- Kole Kalyan, Taluka- Andheri, Dist- Mumbai - 400 055.
6	Location of property	
	a) Plot No. / Survey No.	: CTS No.- 3157/A & 3195A
	b) Door No.	: Flat No.- 901 on 9th Floor,
	c) C.T. S. No. / Village	: Kole Kalyan
	d) Ward / Taluka	: Andheri
	e) Mandal / District	: Mumbai
	f) Landmark	: Aarambh Society.
	g) Date of issue and validity of layout of approved map/plan	: Not Provided
	h) Approved map/plan issuing authority	: MCGM
	i) Whether genuineness or authenticity of approved map/plan is verified	: Not Provided
	j) Any other comments by our empanelled valuers on authenticity of approved plan	: Not Provided



7	Postal address of the property	:	Flat No.- 901 on 9th Floor, Building Known as "Terrain Heights", Situated At CTS No.- 3157/A & 3195A, Yashwant Nagar, Vakola, Santacruz (East), Village- Kole Kalyan, Taluka- Andheri, Dist- Mumbai - 400 055.	
8	City / Town	:	Mumbai - 400 055	
	Residential Area, Commercial Area, Industrial Area or Mixed area	:	Residential Area	
9	Classification of the area			
	i) High / Middle / Poor	:	Middle Class	
	ii) Urban / Semi Urban / Rural	:	Semi Urban	
10	Coming under Corporation limit / Village Panchayat / Municipality	:	MCGM	
11	Whether covered under any State / Central Govt. enactments (e.g. Urban Land Ceiling Act) or notified under agency area / scheduled area / cantonment area	:	No	
12	Boundaries of the property Dimensions of the Side	:	A	B
			As per the Deed	Actual (As per site inspection)
	North	:	Lift	Open Plot
	South	:	Open Space	Slum Area
	East	:	Open Space	Tulip Building
	West	:	Flat no. 902	Bilium Building
13	Extent of the site	:	92.00 Sq. Mt. Built Up Area i.e. 990.28 Sq. Ft. (As per Old Index II) 76.64 Sq. Mt. Carpet Area i.e. 825.00 Sq. Ft. (As per Schedule & Agreement)	
14	Latitude, Longitude & Co-ordinates of flat	:	19°04'39.7"N 72°51'18.2"E	
15	Extent of the site considered for valuation (least of 13 A & 13 B)	:	76.64 Sq. Mt. Carpet Area i.e. 825.00 Sq. Ft. (As per Schedule & Agreement)	
16	Whether occupied by the owner / tenant? If occupied by tenant, since how long? Rent received per month.	:	Vacant	



II. APARTMENT BUILDING	
1	Nature of the Apartment : 3 BHK (1 Hall + 1 Kitchen + 3 Bedrooms+ Toilets)
2	Location
	C.T.S. No. : CTS No.- 3157/ A & 3195A
	Block No. : NA
	Ward No. : NA
	Village / Municipality / Corporation : MCGM
	Door No. Street or Road (PIN Code) : 400 055
3	Description of the locality (Residential / Commercial / Mixed) : Residential
4	Year of Construction : 2020
5	Number of Floors : Stilt (for Stack Car Parking)+ 1 st (Pt.)+ 2 nd (Pt.)+ 3 rd to 7 th +8 th (Pt.)+ 9 th to 10 th + 11 th (Part) Upper Floors.
6	Type of Structure : RCC Framed Structure
7	Number of Dwelling units in the building : 44 Nos. Residential Flats
8	Quality of Construction : Good
9	Appearance of the Building : Good
10	Maintenance of the Building : Good
11	Facilities Available
	Lift : Yes
	Protected Water Supply : Yes
	Underground Sewerage : Yes
	Car Parking - Open / Covered : Covered Parking
	Is compound wall existing? : Yes
	Is pavement laid around the building? : Yes
III FLAT	
1	The floor on which the flat is situated : on 9 th Floor
2	Door No. of the flat : Flat No.- 901
3	Specification of the flat
	Roof : RCC
	Flooring : Tiling
	Doors : TW Flush Doors & Wooden Doors
	Windows : Aluminum Frame sliding windows
	Fittings : Concealed
	Finishing : Plaster



4	House Tax	: N.A.
	Assessment No.	: N.A.
	Tax paid in the name of	: N.A.
	Tax amount	: N.A.
5	Electricity Service Connection No.	: N.A.
	Meter Card is in the name of	: N.A.
6	How is the maintenance of the flat?	: Well maintained
7	Sale Deed executed in the name of	: Mr. Narayan Rajkumar Mishra & Mr. Kamlesh Kumar Rajkumar Mishra.
8	What is the undivided area of land as per Sale Deed?	: N.A.
9	What is the plinth area of the flat?	: 92.00 Sq. Mt. Built Up Area i.e. 990.28 Sq. Ft. (As per Old Index II)
10	What is the floor space index (approx.)?	: As Per Actual
11	What is the Carpet Area of the flat?	: 76.64 Sq. Mt. Carpet Area i.e. 825.00 Sq. Ft. (As per Schedule & Agreement)
12	Is it Posh / I class / Medium / Ordinary?	: Medium
13	Is it being used for Residential or Commercial purpose?	: Residential
14	Is it Owner-occupied or let out?	: Vacant
15	If rented, what is the monthly rent?	: NA
IV	MARKETABILITY	
1	How is the marketability?	: Good
2	What are the factors favoring for an extra Potential Value?	: Situated in main city area and close to public amenities
3	Any negative factors are observed which affect the market value in general?	: Not Any



V		RATE	
1	After analyzing the comparable sale instances, what is the composite rate for a similar flat with same specifications in the adjoining locality? - (Along with details, reference of at least two latest deals / transactions with respect to adjacent properties in the areas if available)	:	Rs. 28, 000/- to Rs. 29, 000/- per Sq. Ft. for Carpet area in the locality for similar type of property (varying based on amenities and location)
2	Assuming it is a new construction, what is the adopted basic composite rate of the flat under valuation after comparing with the specifications and other factors with the flat under comparison (give details).	:	Rs. 28, 000/- to Rs. 29, 000/- per Sq. Ft. for Carpet area in the locality for similar type of property (varying based on amenities and location)
3	Break-up for rate	:	
	1. Building + Services	:	Rs. 3, 500/- per sq. ft. (Without Depreciation)
	2. Land + Others	:	Rs. 25, 000/- per sq. ft.
4	Guideline rate obtained from the Registrar's office (an evidence thereof to be enclosed)	:	Rate at Rs. 1, 71, 260/- Per Sq. Mt. (Guideline rate) Built up area - 92.00 Sq. Mt. 92.00 (x) Rs. 1, 71, 260/- P Sq. Mt. Total = Rs. 1, 57, 55, 920/- Or Say Rs. 1, 57, 56, 000/- (Rupees One Crore Fifty Seven Lakhs Fifty Six Thousand Only)
VI COMPOSITE RATE ADOPTED AFTER DEPRECIATION			
a.	Depreciated building rate	:	NA
	Replacement cost of flat with services {V(3)i}	:	NA
	Age of the building	:	01Year
	Life of the building estimates	:	59 Years
	Depreciation percentage assuming the salvage value as 10%	:	Ratio of Depreciation is 10 % at each 6 years.
	Depreciation Ratio of the building	:	1:6
b.	Total composite rate arrived for valuation	:	
	Depreciated Building Rate VI (a)	:	Rs. 3, 500/- per sq. ft.
	Rate for land & other V (3) (ii)	:	Rs. 25, 000/- per sq. ft. (Land + Others)
	Total Composite Rate	:	Rs. 28, 500/- Per sq. ft. (Composite rate)



- As per the latest price trend available in the market from the property search for similar types of properties for Residential flat in this locality Price ranges from Rs. 28, 000/- to Rs. 29, 000/- per sq. ft.
- As per our opinion the fair market value of **Rs. 28, 500/- per Sq. Ft. for Carpet Area of the flat** is reasonable and worth. Considering all the allotments, the factors such as amenities, Location, Allotted Car Parking Space, Special Features provided and the sale instance in the locality.

Sr No	Description	Qty. (Sq. Ft.)	Rate per unit (Rs.)	Estimated Value (Rs.)
1.	Present value of the flat	825.00 Sq. Ft. Carpet Area	Rs. 28, 500/-	RS. 2, 35, 12, 500/-
2.	Interior Decorations which carry a potential value, if any	-	-	-
3.	Others (Allotments/separate purchased car park or extended area etc.)	-	-	-
4.	Potential Value, If Any?	-	-	-
5.	Share Of Common Amenities, If Any?	-	-	-
6.	Value as on today (100% Work Completed)	-	-	-
	Total			RS. 2, 35, 12, 500/-
	Say			RS. 2, 35, 13, 000/-
(Rupees Two Crore Thirty Five Lakhs Thirteen Thousand Only)				

- **REALIZABLE VALUE** :- **RS. 2, 35, 13, 000/-**
- **INSURABLE VALUE** :- **Rs. 28, 87, 500/- (825.00Sq. Ft. X Rs. 3, 500/- Per Sq. Ft.)**
- **RENTAL VALUE** :- **Rs. 65, 000/- to Rs. 70, 000/- Per Month**
- **GUIDELINE/BOOK VALUE** :- **Rs. 1, 57, 56, 000/- (Guideline/Ready Reckoner Value)**

As a result of my appraisal and analysis, it is my considered opinion that the realizable value of the above property in the prevailing condition with aforesaid specifications is **RS. 2, 35, 13, 000/- (Rupees Two Crore Thirty Five Lakhs Thirteen Thousand Only)**

Date: 22/07/2020
Place: Mumbai



Vivek

Jagtap

VIVEK. M. JAGTAP

B.E. Civil, M.I.E., F.I.V., ISSE

Chartered Engineer & Govt. Regd. Valuer

Digitally signed
by Vivek Jagtap
Date: 2021.07.22
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The undersigned has inspected the property detailed in the valuation report date _____ on _____ We are satisfied that the fair and reasonable market value of the property is Rs. _____ (Rs. _____ only).

Date: _____ Signature _____

Place: _____

(Name of the Branch Manager
With Office Seal)

Enclosures:

1. Photograph of owner/representative with property in background to be closed.
2. Screen shot of longitude/latitude and co-ordinates of property using GPS/Various Apps/Internet sites
3. Sale instance / price trends in the locality
4. Government Ready Reckoner Rate
5. Declaration-cum-undertaking from the valuer (Annexure-IV)
6. Model code of conduct for valuer (Annexure V)



**Format of undertaking to be submitted by Individuals/ proprietor/ partners/ Directors
DECLARATION- CUM- UNDERTAKING**

I, **Vivek Murlidhar Jagtap** son of **Murlidhar Jagtap** do hereby solemnly affirm and state that:

- a. I am a citizen of India.
- b. I will not undertake valuation of any assets in which I have a direct or indirect interest or become so interested at any time during a period of three years prior to my appointment as valuer or three years after the valuation of assets was conducted by me.
- c. The information furnished in my valuation report dated **22/07/2021** is true and correct to the best of my knowledge and belief and I have made an impartial and true valuation of the property.
- d. My representative has personally inspected the property on **22/07/2021** The work is not subcontracted to any other valuer and carried out by myself.
- e. Valuation report is submitted in the format as prescribed by the Bank.
- f. I have not been depanelled/ delisted by any other bank and in case any such depanelment by other banks during my empanelment with you, I will inform you within 3 days of such depanelment.
- f. I have not been removed/dismissed from service/employment earlier.
- g. I have not been convicted of any offence and sentenced to a term of imprisonment.
- h. I have not been found guilty of misconduct in professional capacity.
- i. I have not been declared to be unsound mind.
- j. I am not an undischarged bankrupt, or has not applied to be adjudicated as a bankrupt;
- k. I am not an undischarged insolvent.
- l. I have not been levied a penalty under section 271J of Income-tax Act,1961 (43 of 1961) and time limit for filing appeal before Commissioner of Income tax (Appeals) or Income-tax Appellate Tribunal, as the case may be has expired, or such penalty has been confirmed by Income-tax Appellate Tribunal ,and five years have not elapsed after levy of such penalty.
- m. I have not been convicted of an offence connected with any proceeding under the Income Tax Act 1961, Wealth Tax Act 1957 or Gift Tax Act 1958 and
- n. My PAN Card number is **ADTPJ0025E** and GSTIN as applicable is **27ADTPJ0025E1ZS**.
- o. I undertake to keep you informed of any events or happenings which would make me ineligible for empanelment as a valuer.
- p. I have not concealed or suppressed any material information, facts and records and I have made a complete and full disclosure.
- q. I have read the Handbook on Policy, Standards and procedure for Real Estate Valuation, 2011 of the IBA and this report is in conformity to the "Standards" enshrined for valuation in the Part-B of the above handbook to the best of my ability
- r. I have read the International Valuation Standards (IVS) and the report submitted to the Bank for the respective asset class is in conformity to the "Standards" as enshrined for valuation in the IVS in "General Standards" and "Asset Standards" as applicable.
- s. I abide by the Model Code of Conduct for empanelment of valuer in the Bank. (Annexure V- A signed copy of same to be taken and kept along with this declaration).
- t. I am registered under Section 34 AB of the Wealth Tax Act,1957..
- u. My CIBIL Score and credit worthiness is as per Bank's guidelines.
- v. I am the proprietor, authorized official of the firm, who is competent to sign this valuation report.
- w. I will undertake the valuation work on receipt of Letter of Engagement generated from the system (i.e. LLMS/LOS) only.
- x. Further, I hereby provide the following information.

Sr No	Particulars	Valuer comment
1.	Background information of the asset being valued	Residential Flat



2.	Purpose of valuation and appointing authority	To determine the Fair Market Value of the property
3.	Identity of the valuer and any other experts involved in the valuation	Mr. Vivek M. Jagtap
4.	Disclosure of the valuer interest or conflict, if any	I or any of my associates do not have any direct/indirect interest in the assets valued
5.	Date of appointment, valuation date and date of report	Date of report: 22/07/2021
6.	Inspections and/or investigations undertaken;	Physical visual inspection of the property
7.	Nature and sources of the information used or relied upon;	Assumptions are made to the best of our knowledge and belief. Reliance is based on the information provided to us by the identifier and the client based on circumstances/information provided/material content
8.	Procedures adopted in carrying out the valuation and valuation standards followed;	Market Approach Method adopted where the value is estimates based on instances of sales/quotes of similar assets in the market
9.	Restrictions on use of the report, if any;	The report has been issued on the specific request of the appointing party for the specified purpose and the said report is not valid if the purpose if use and/or the party is different.
10.	Major factors that were taken into account during the valuation;	The valuation of the property is undertaken considering the location, condition, age of the building, amenities and various other infrastructural facilities available at and around the said property
11.	Major factors that were not taken into account during the valuation;	Factors not mentioned in point no. 10
12.	Caveats limitations and disclaimers to the extent they explain or elucidate the limitations faced by valuer, which shall not be for the purpose of limiting his responsibility for the valuation report.	

DISCLAIMERS

*Our valuation is based on our experience and knowledge; this is an opinion only and does not stand as a guarantee for the value it can fetch if disposed due to any emergency in future and / or change in circumstances/material content. Valuer shall not be responsible for any kind of consequential damages/losses whatsoever/ of any nature.

*The value given in our report is only an opinion on the Fair Market Value (FMV) as on date. If there is an opinion from others / other Valuers about increase or decrease in the value of assets valued by us, we should not be held responsible as the views vary from Valuer to Valuer and based on circumstances/information provided/material content. The principle of 'BUYERS BEWARE' is applicable in case of sale/purchase of properties/assets.

*The legal documents pertaining to the ownership of the above said property has been referred to on its face value and it is presumed that bank has got the same verified through its legal counsel. We do not certify the veracity of the documents. This report does not certify valid or legal or marketability title of any of the parties over the property. Our report does not cover verification of ownership, title clearance or legality and is subject to adequacy of engineering/structural design and that the building is constructed as per building bye-laws and there are no violations whatsoever.

*As regards the authenticity/genuineness/verification of documents, the onus lies with the lender. Our report is valid subject to the said property legally cleared by the lender's panel advocates.

*Our valuation is only for the use of the party to whom it is addressed to and no responsibility is accepted to any 3rd party for the whole or part of its contents. The said report will not hold good/should not be used for any court/legal matters. It is absolutely confidential and legally privileged.

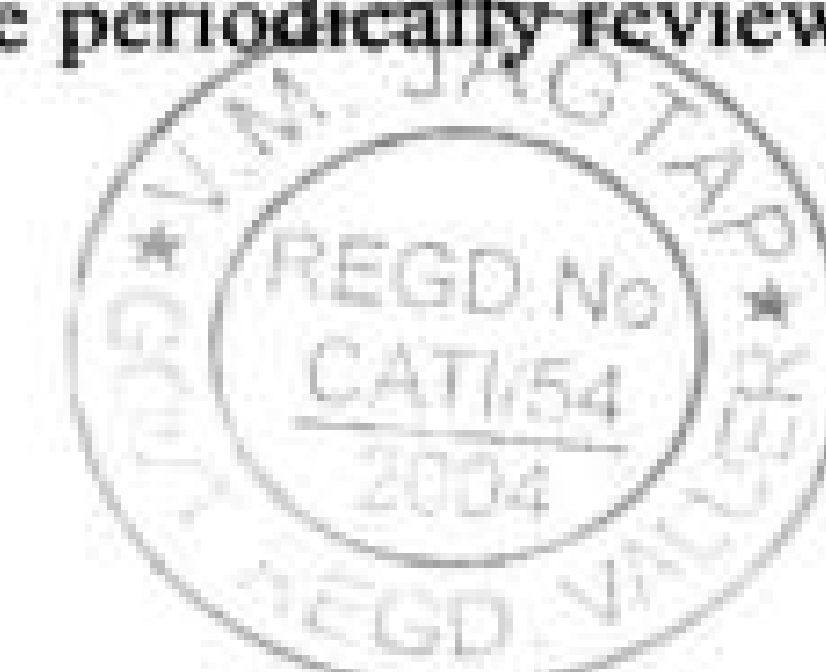
*It is advisable for the lender or the party to go through the contents of the report and discrepancy, if any, should be brought to the notice of M/s. JAGTAP & ASSOCIATES within 15 days and M/s. JAGTAP & ASSOCIATES is not responsible for any change in contents after expiry of 15 days from the date of the report.

*Encumbrances of loan, Govt. and other statutory dues, stamp duty, registration charges, transfer charges etc., if any, are not considered in the valuation. We have assumed that the assets are free from encumbrances.

*The bank is advised to consider the CIBIL REPORT of their customer before disbursement/enhancement of the loan to safeguard the interest of the bank from probable loss on granting the loan amount. The Valuer should not be held responsible due to deviations as permitted by the bank, for any reasons.

*It is presumed that the copies of documents are taken from the originals duly tested and veracity verified with Ultra Violet Lamp (UVL) machine.

*It should be noted that M/s. JAGTAP & ASSOCIATES value assessments are based on the facts and evidence available during & at the time of assessment. It is therefore recommended that the value assessments be periodically reviewed.



ASSUMPTIONS AND LIMITING CONDITIONS

- *Assumptions are made to our knowledge and belief. Reliance is based on the information furnished to us by the identifier and the bank/client.
- *In case of any dispute, assumption taken by Valuer shall overrule any other assumptions.
- *Due to peculiarity of real estate transaction in our country, oral information furnished by various agencies is relied upon in good faith.
- *We have not verified if the property is hypothecated/mortgaged to any financial institutions/banks and is valued considering property is not hypothecated/mortgaged.
- *There is compliance with zoning and land use regulation.
- *There is compliance with environmental laws, all other laws whatsoever which may affect the value of asset.
- *All licenses necessary to operate the asset have been obtained.
- *The asset would be properly maintained over its balance life.
- *In case of any legal dispute or disagreement of any fact(s), then the maximum liability of Valuer(s) for payment of professional indemnity is limited to 25% of the professional fees received from the client.

CAVEAT

- *This report is an Intellectual Property of the Valuer and neither the whole nor part of valuation report or any other reference to it may be Copied/Xeroxed or neither included in any published document, circular or statement nor published in any publication without the Valuer's written approval.
- *Any sketch, plan or map in this report is included to assist the reader in visualizing the asset.
- *The Valuer is not required to give testimony or to appear in court by reason of this valuation report, appearance in the court is out of scope of the assignment. If our appearance is required, we will be only pleased to appear and give our clarifications, provided the fees for each appearance (including out of pocket expenses) are pre- determined.
- *If the report is tampered or unsigned in any manner then it shall be considered void.
- *Validity of this report is and on date of valuation report only.
- *This report should be read along with legal due diligence report. Value assigned herein is subject to this stipulation.
- *This valuation report does not cover any indemnity (other than the limited liability mentioned as above).

Date: 22/07/2021
Place: Mumbai



Vivek Jagtap
VIVEK. M. JAGTAP
B.E. Civil, M.I.E., F.I.V., ISSE
Chartered Engineer & Govt. Regd. Valuer

Digitally signed
by Vivek Jagtap
Date: 2021.07.22
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MODEL CODE OF CONDUCT FOR VALUERS

Integrity and Fairness

1. A valuer shall, in the conduct of his/its business, follow high standards of integrity and fairness in all his/its dealings with his/its clients and other valuers.
2. A valuer shall maintain integrity by being honest, straightforward, and forthright in all professional relationships.
3. A valuer shall endeavour to ensure that he/it provides true and adequate information and shall not misrepresent any facts or situations.
4. A valuer shall refrain from being involved in any action that would bring disrepute to the profession.
5. A valuer shall keep public interest foremost while delivering his services.

Professional Competence and Due Care

1. A valuer shall render at all times high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment.
2. A valuer shall carry out professional services in accordance with the relevant technical and professional standards that may be specified from time to time.
3. A valuer shall continuously maintain professional knowledge and skill to provide competent professional service based on up-to-date developments in practice, prevailing regulations/guidelines and techniques.
4. In the preparation of a valuation report, the valuer shall not disclaim liability for his/its expertise or deny his/its duty of care, except to the extent that the assumptions are based on statements of fact provided by the company or its auditors or consultants or information available in public domain and not generated by the valuer.
5. A valuer shall not carry out any instruction of the client insofar as they are incompatible with the requirements of integrity, objectivity and independence.
6. A valuer shall clearly state to his client the services that he would be competent to provide and the services for which he would be relying on other valuers or professionals or for which the client can have a separate arrangement with other valuers.



Independence and Disclosure of Interest

7. A valuer shall act with objectivity in his/its professional dealings by ensuring that his/its decisions are made without the presence of any bias, conflict of interest, coercion, or undue influence of any party, whether directly connected to the valuation assignment or not.
8. A valuer shall not take up an assignment if he/it or any of his/its relatives or associates is not independent in terms of association to the company.
9. A valuer shall maintain complete independence in his/its professional relationships and shall conduct the valuation independent of external influences.
10. A valuer shall wherever necessary disclose to the clients, possible sources of conflicts of duties and interests, while providing unbiased services.
11. A valuer shall not deal in securities of any subject company after any time when he/it first becomes aware of the possibility of his/its association with the valuation, and in accordance with the Securities and Exchange Board of India(Prohibition of Insider Trading) Regulations, 2015 or till the time the valuation report becomes public, whichever is earlier.
12. A valuer shall not indulge in "mandate snatching" or offering "convenience valuations" in order to cater to a company or client's needs.
13. As an independent valuer, the valuer shall not charge success fee.
14. In any fairness opinion or independent expert opinion submitted by a valuer, if there has been a prior engagement in an unconnected transaction, the valuer shall declare the association with the company during the last five years.

Confidentiality

15. A valuer shall not use or divulge to other clients or any other party any confidential information about the subject company, which has come to his/its knowledge without proper and specific authority or unless there is a legal or professional right or duty to disclose.

Information Management

16. A valuer shall ensure that he/ it maintains written contemporaneous records for any decision taken, the reasons for taking the decision, and the information and evidence in support of such decision. This shall be maintained so as to sufficiently enable a reasonable person to take a view on the appropriateness of his/its decisions and actions.
17. A valuer shall appear, co-operate and be available for inspections and investigations carried out by the authority, any person authorized by the authority, the registered valuers organization with which he/it is registered or any other statutory regulatory body.
18. A valuer shall provide all information and records as may be required by the authority, the Tribunal, Appellate Tribunal, the registered valuers organization with which he/it is registered, or any other statutory regulatory body.
19. A valuer while respecting the confidentiality of information acquired during the course of performing professional services, shall maintain proper working papers for a period of three years or such longer period as required in its contract for a specific valuation, for production before a regulatory authority or for a peer review. In the event of a pending case before the Tribunal or Appellate Tribunal, the record shall be maintained till the disposal of the case.



Gifts and hospitality

20. A valuer or his/its relative shall not accept gifts or hospitality which undermines or affects his independence as a valuer.
Explanation: For the purposes of this code the term 'relative' shall have the same meaning as defined in clause (77) of Section 2 of the Companies Act, 2013 (18 of 2013).
21. A valuer shall not offer gifts or hospitality or a financial or any other advantage to a public servant or any other person with a view to obtain or retain work for himself/ itself, or to obtain or retain an advantage in the conduct of profession for himself/itself.

Remuneration and Costs

22. A valuer shall provide services for remuneration which is charged in a transparent manner, is a reasonable reflection of the work necessarily and properly undertaken, and is not inconsistent with the applicable rules.
23. A valuer shall not accept any fees or charges other than those which are disclosed in a written contract with the person to whom he would be rendering service. **Occupation, employability and restrictions.**
24. A valuer shall refrain from accepting too many assignments, if he/it is unlikely to be able to devote adequate time to each of his/ its assignments.
25. A valuer shall not conduct business which in the opinion of the authority or the registered valuer organization discredits the profession.

Miscellaneous

26. A valuer shall refrain from undertaking to review the work of another valuer of the same client except under written orders from the bank or housing finance institutions and with knowledge of the concerned valuer.
27. A valuer shall follow this code as amended or revised from time to time

Name of the Valuer : **Mr. Vivek M. Jagtap**

Address : G-3, Nancy Cottage C. H. S Ltd,
Nancy Colony, Opp Jain Mandir Borivali East,
Mumbai 400066.

Date: 22/07/2021

Place: Mumbai

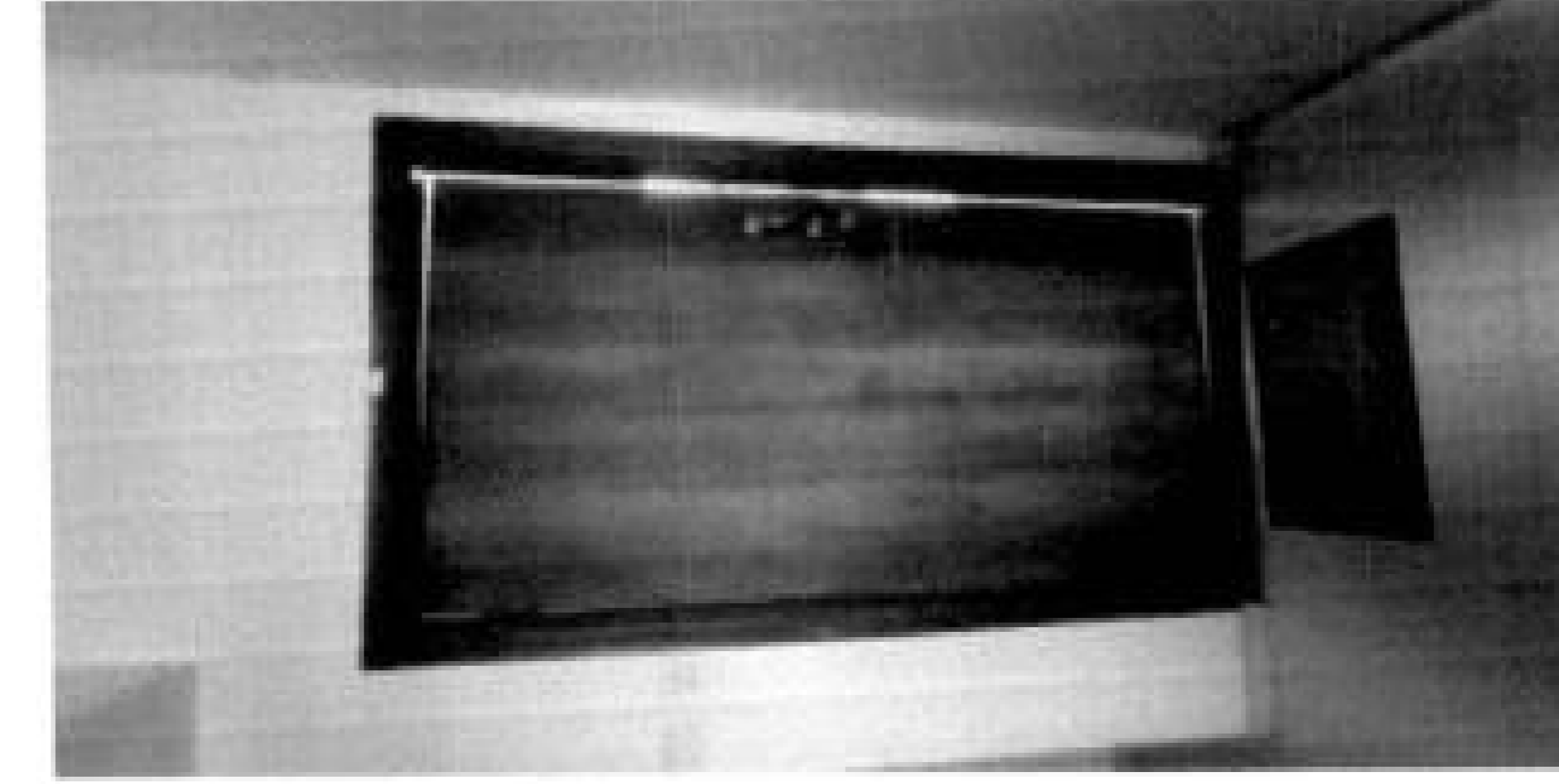
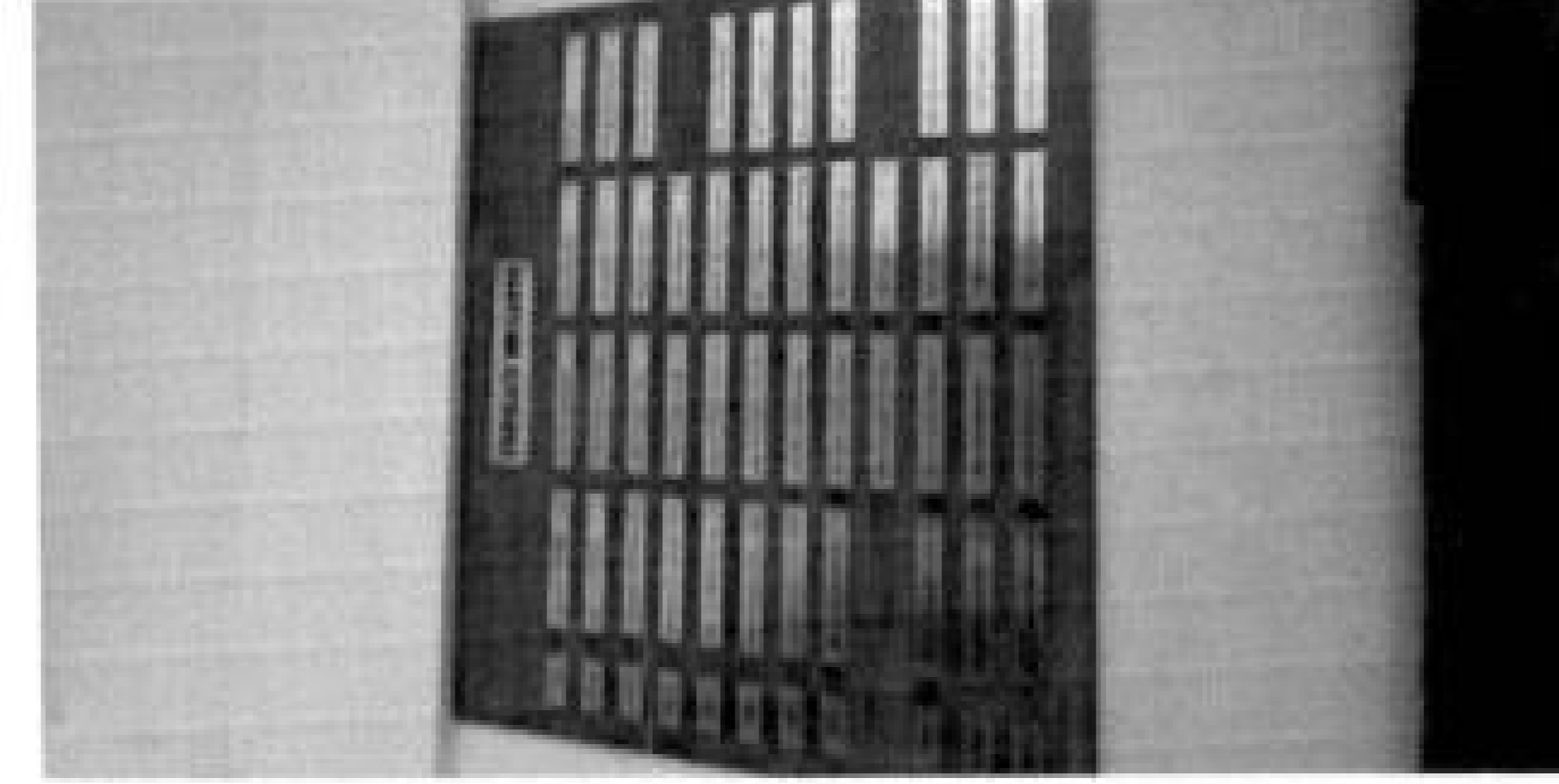
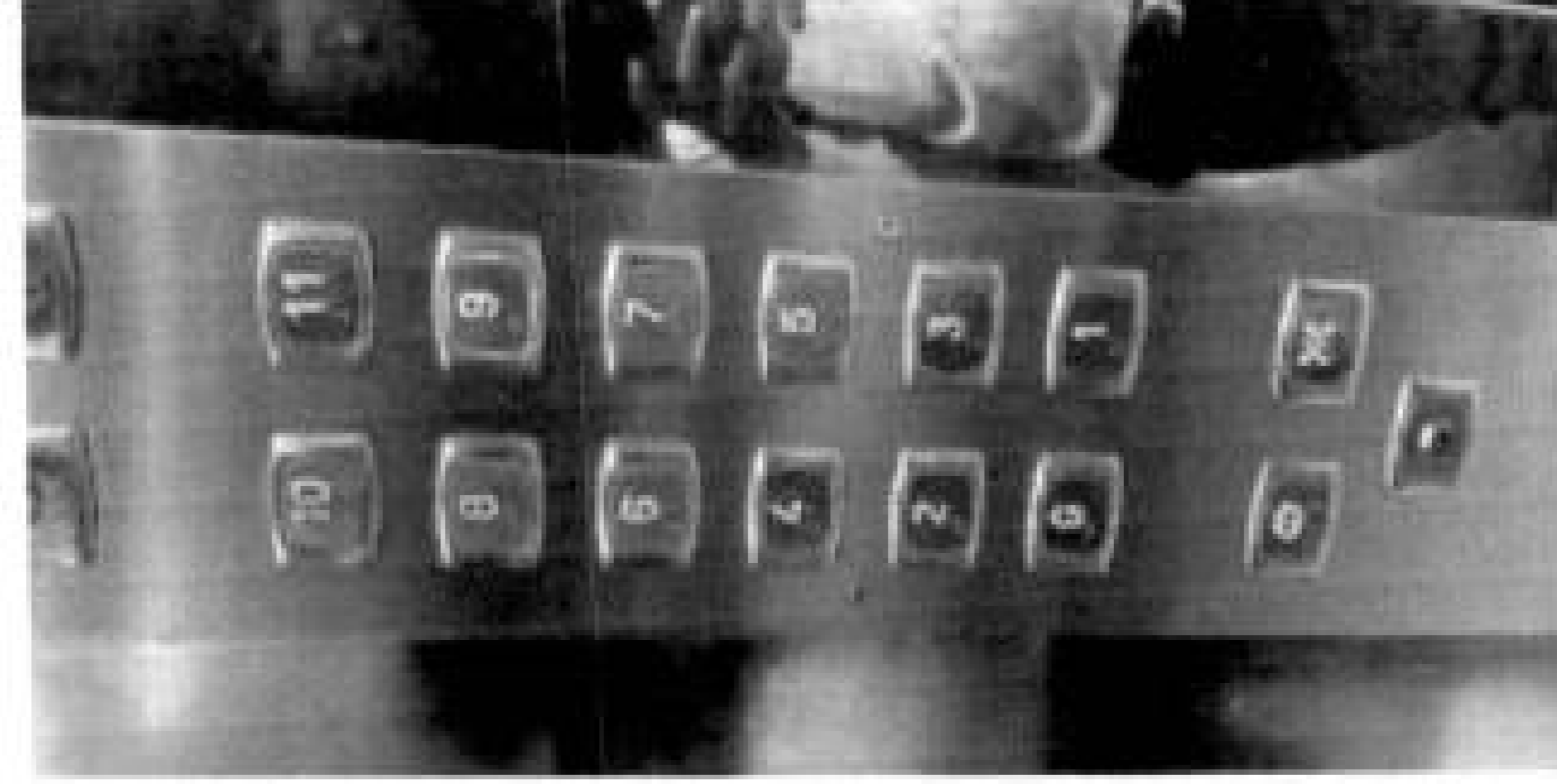
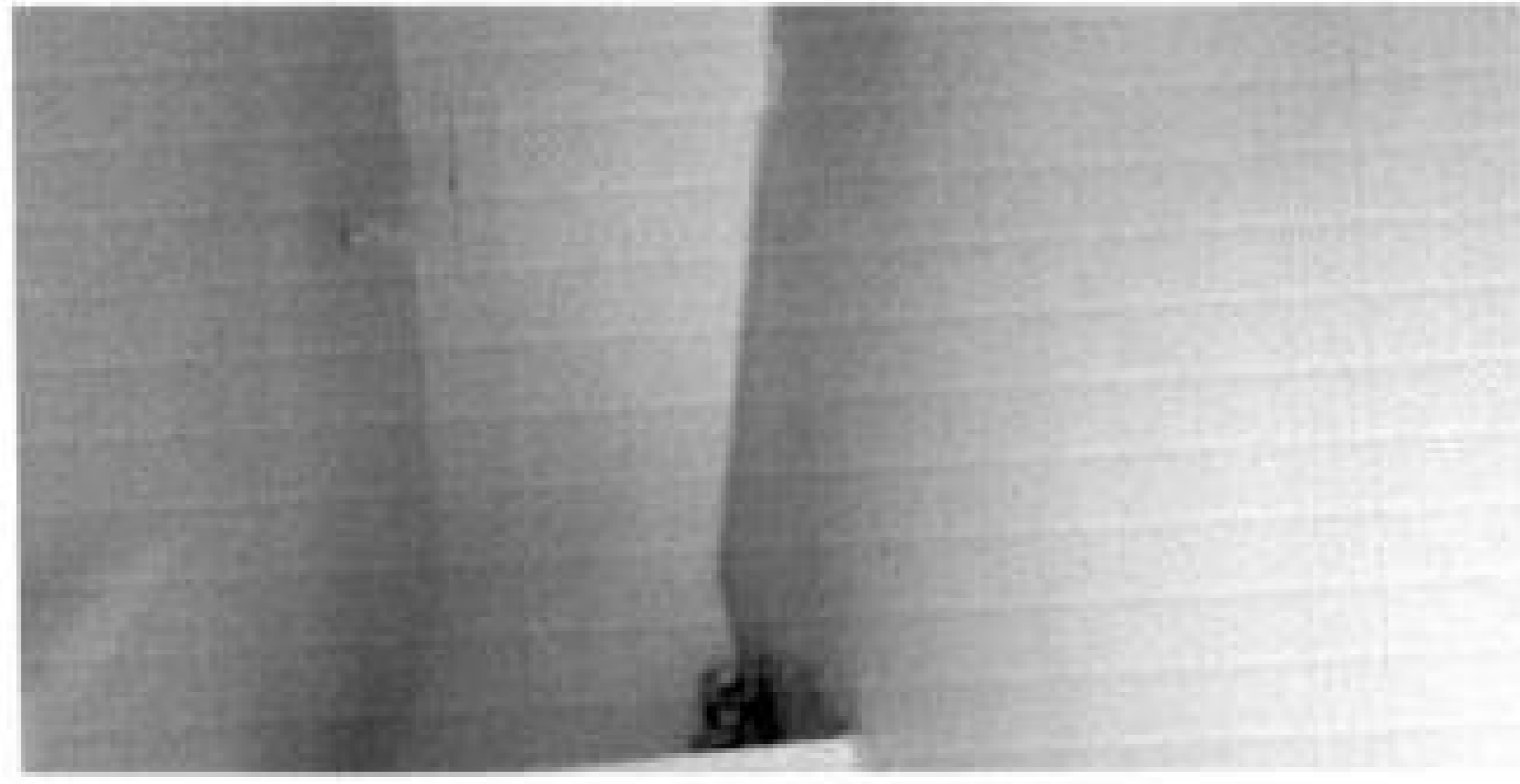
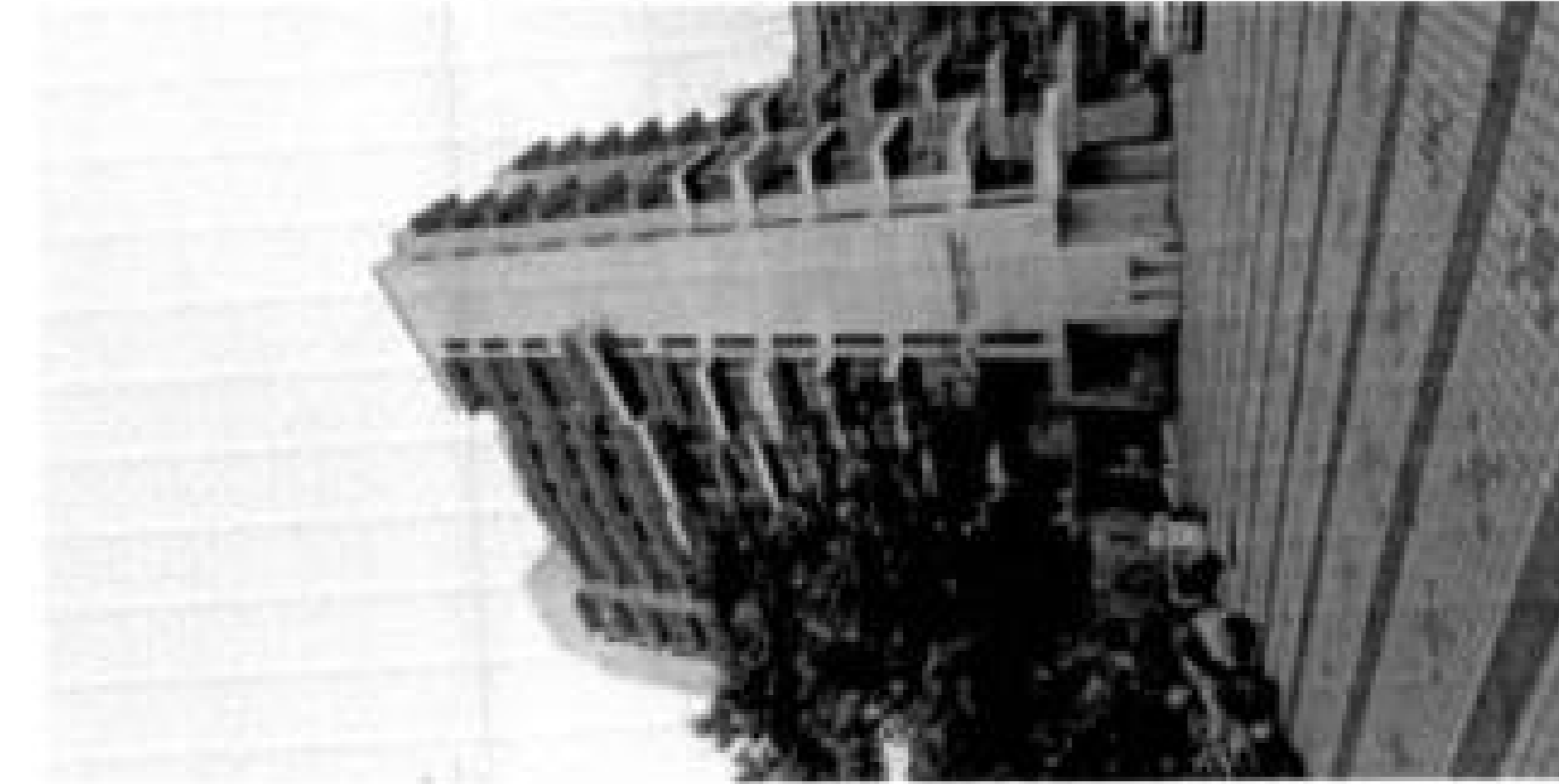
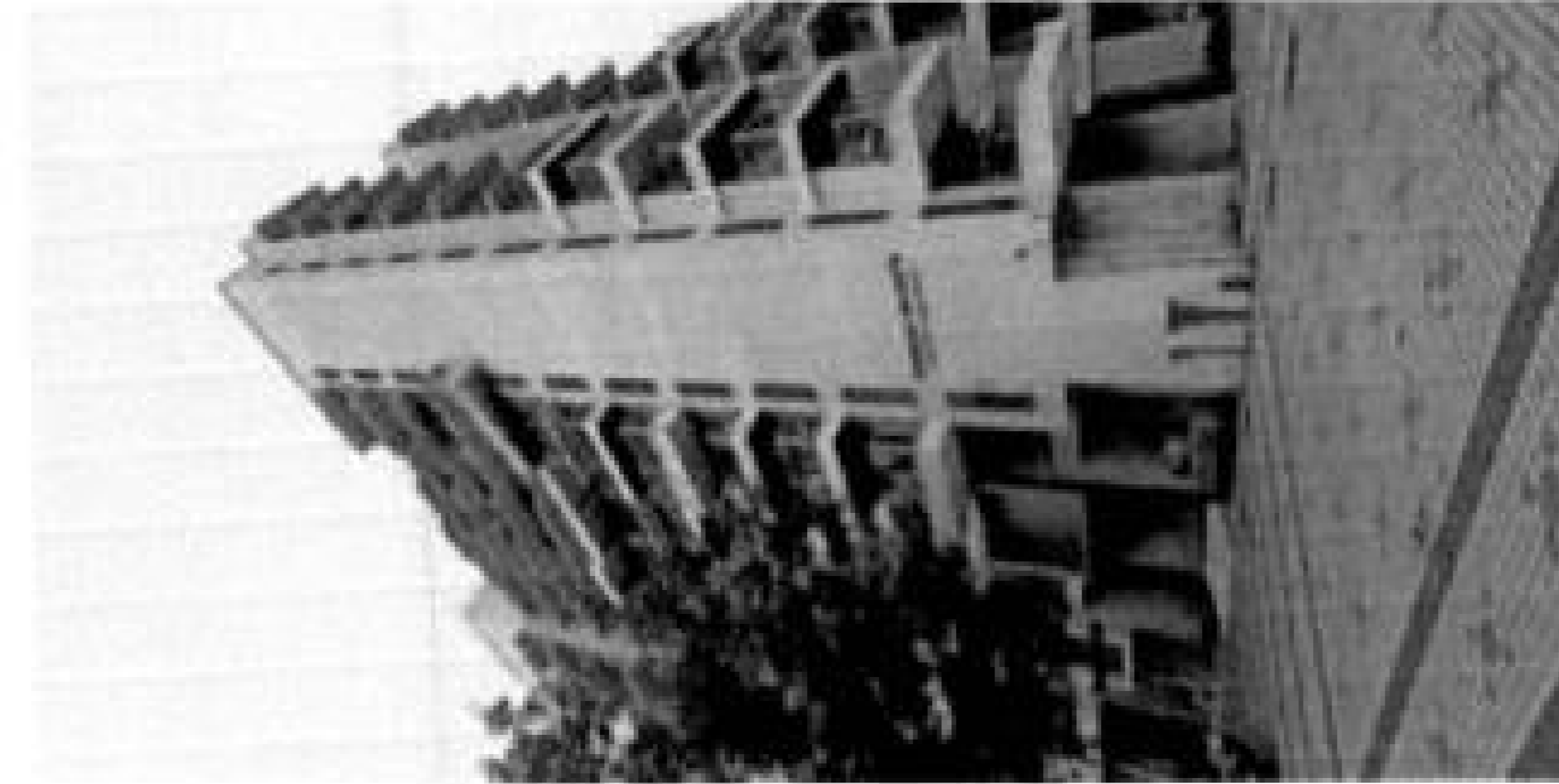
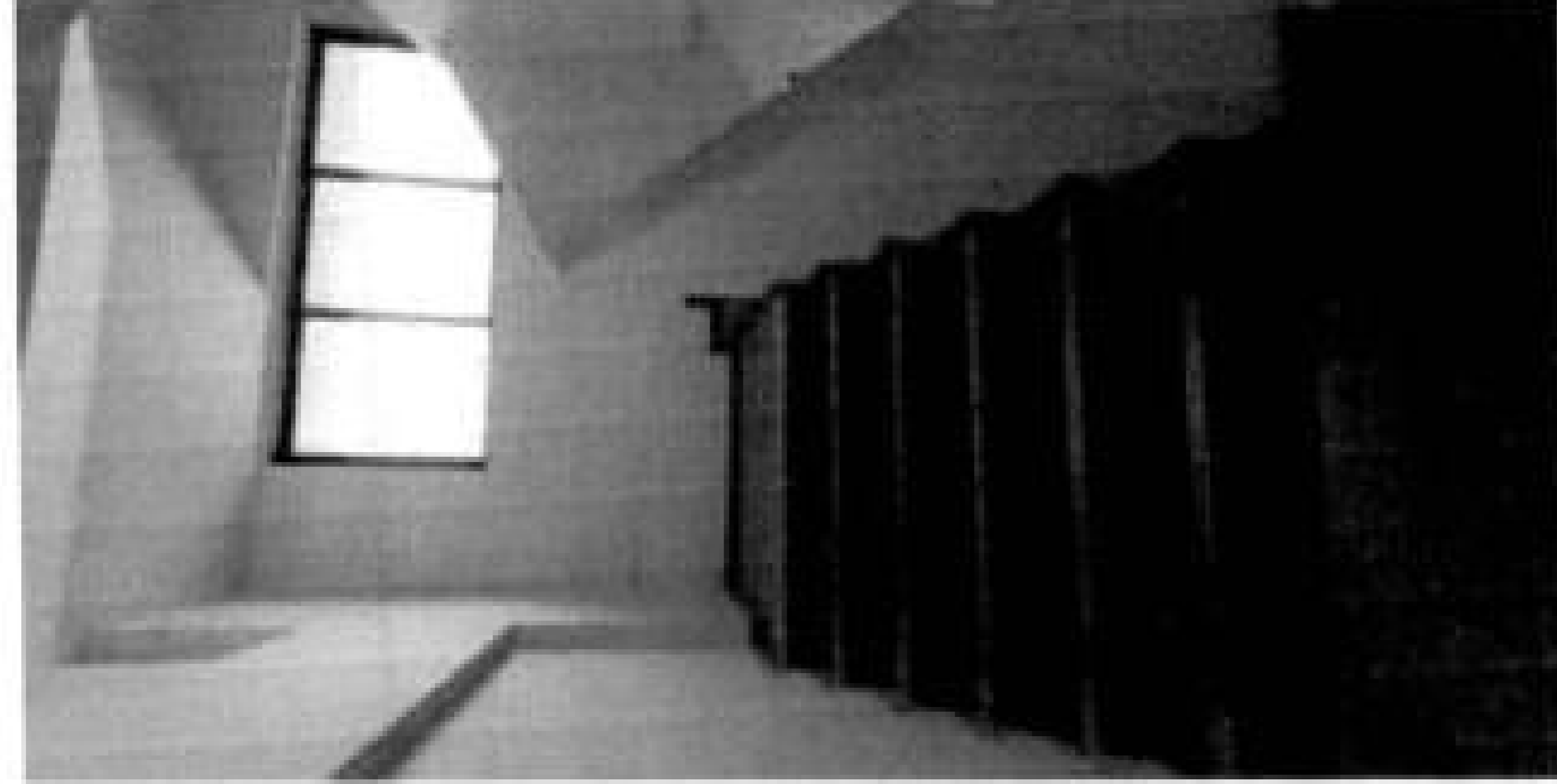


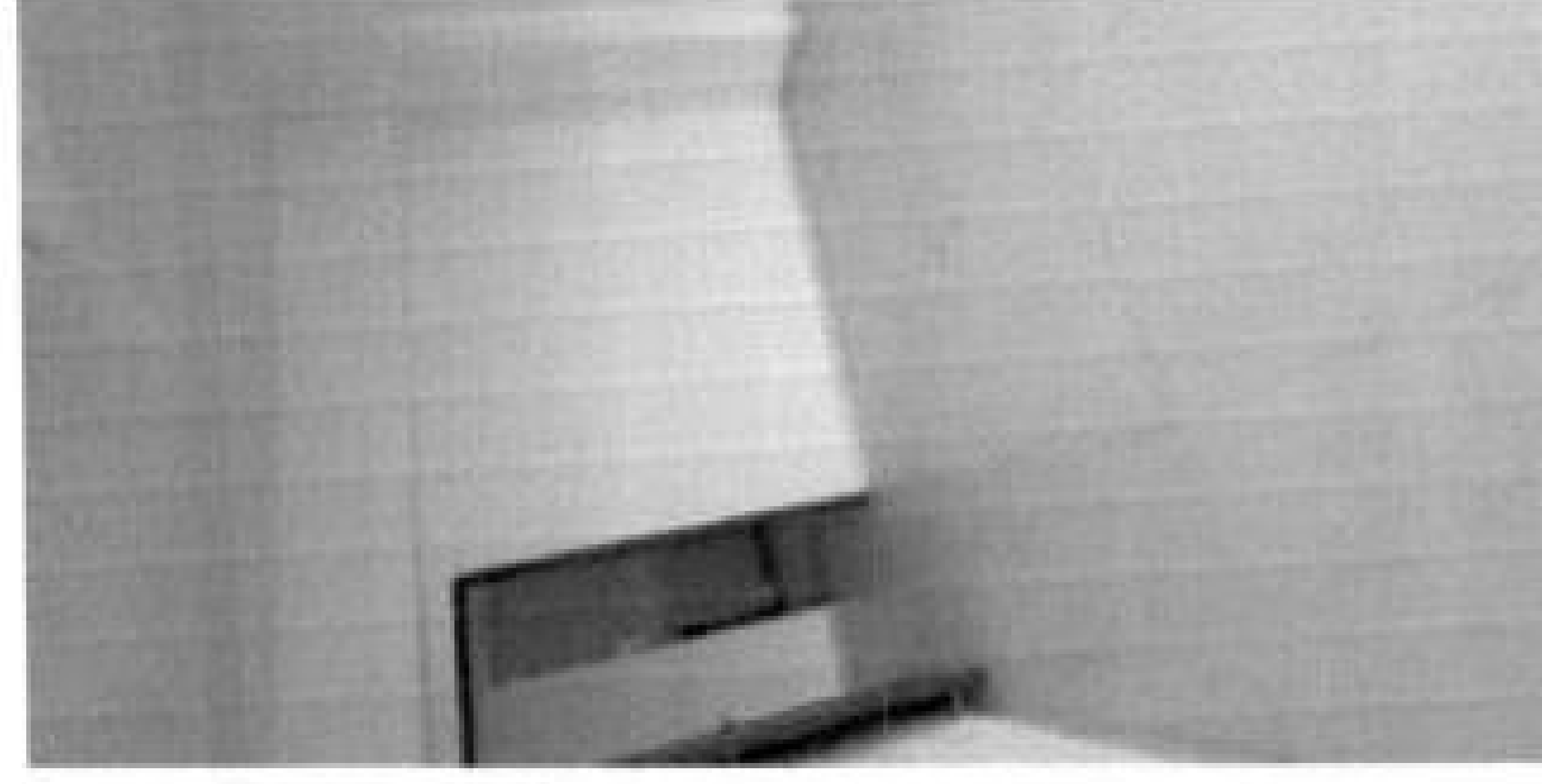
Vivek Jagtap
VIVEK. M. JAGTAP

Digitally signed
by Vivek Jagtap
Date: 2021.07.22
16:31:06 +05'30'

B.E. Civil, M.I.E., F.I.V., ISSE
Chartered Engineer & Govt. Regd. Valuer

PHOTOGRAPHS
(01)





Market Rate Instance

99 ACRES **Buy** All Residential Type Location or Project/Society or Keyword **SEARCH**

Prices as of 21.03.2023 | Ready to move

Area: 99 Acres | Location: Jambhale Road | Apartment: 1140 | 110 to 130 sq.ft.

₹2.6 Cr

@ 24,621 per sq.ft.

3BHK 2Baths

Estimated EMI ₹ 2,07,563

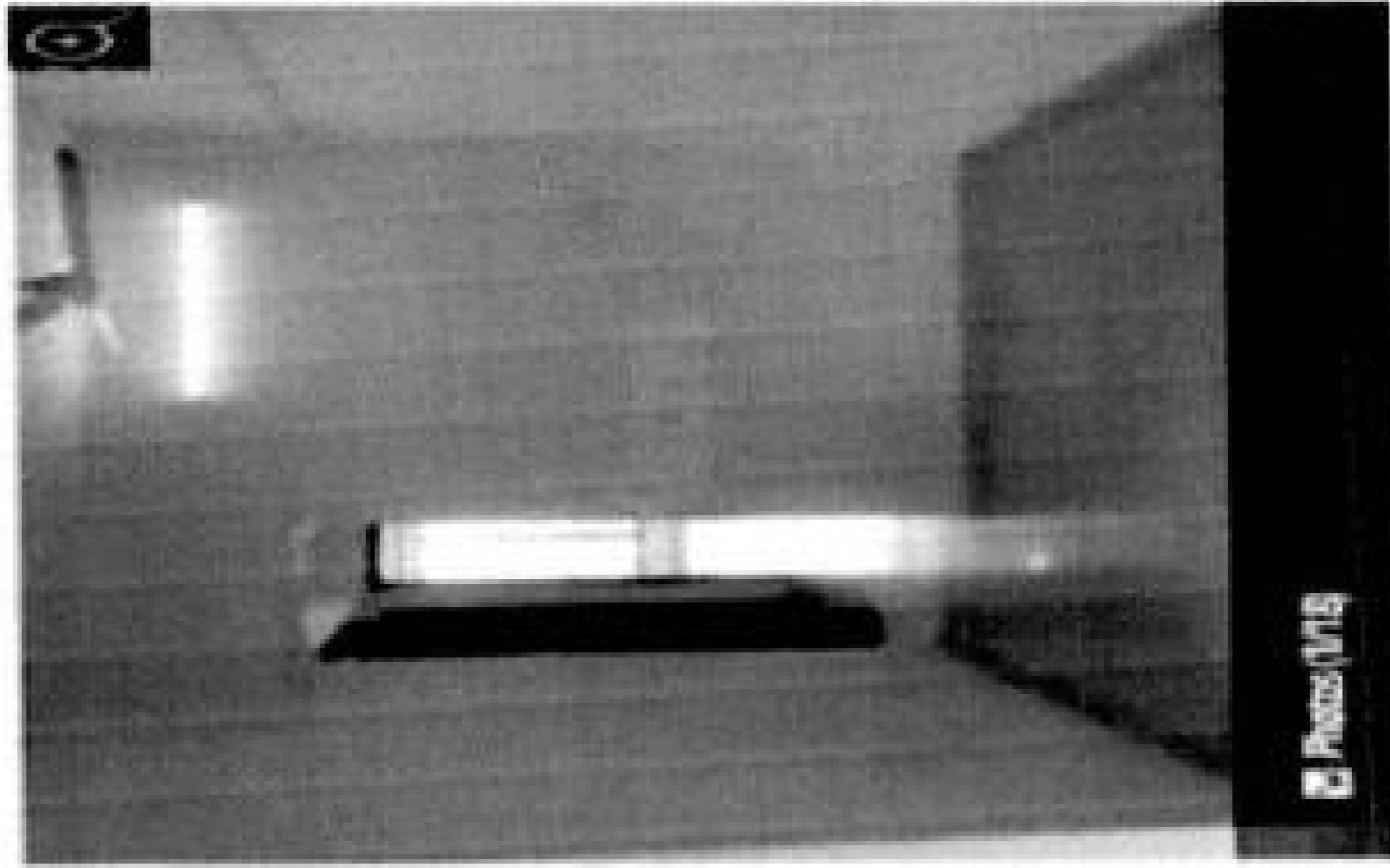
Residential Apartment for Sale

₹ 24.62 Cr. Jambhale Road, Mumbai South West

REGISTERED Registration No: P51200009777 | <https://www.mhregionalregistrar.gov.in>

Overview Society Dealer Details Recommendations Price Trends

PROPERTY ID: SOCIETY ID



Area

Super Built up area 1269 sq.ft. (117.89 sq.m.)
 Built up area: 1056 sq.ft. (96.11 sq.m.)
 Carpet area: 825 sq.ft. (76.55 sq.m.)

Configuration

3 Bedrooms, 2 Bathrooms, 2 Balconies with Others

Price

₹ 2.6 Cr excl. Govt Charges & Tax
 @ 24,621 per sq.ft. (Negotiable) | [View Price Details](#)

Address

Terrain: Heights
 Location: Santacruz (East), Mumbai South West

Floor Number

5th of 11 Floors

Facing

North-East

Overseas

Park/Garden/Main Road/Club

Project Age

1 to 5 Years Old



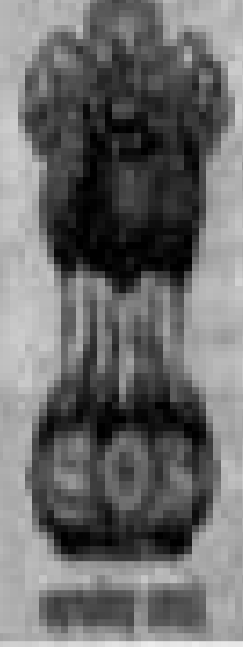


Department of Registration & Stamps

Government of Maharashtra

नोंदणी व मुद्रांक विभाग

महाराष्ट्र शासन



नोंदणी व मुद्रांक विभाग, महाराष्ट्र शासन

बाजारमूल्य दर पत्रक

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[Valuation Rules](#) [User Manual](#)

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[Feedback](#)

Year

20212022 ▾

Annual Statement of Rates

Language

English ▾

Selected District

मुंबई(उपनगर) ▾

Select Village

कोळेकल्याण (अंधेरी) ▾

Search By

Survey No Location

Enter Survey No

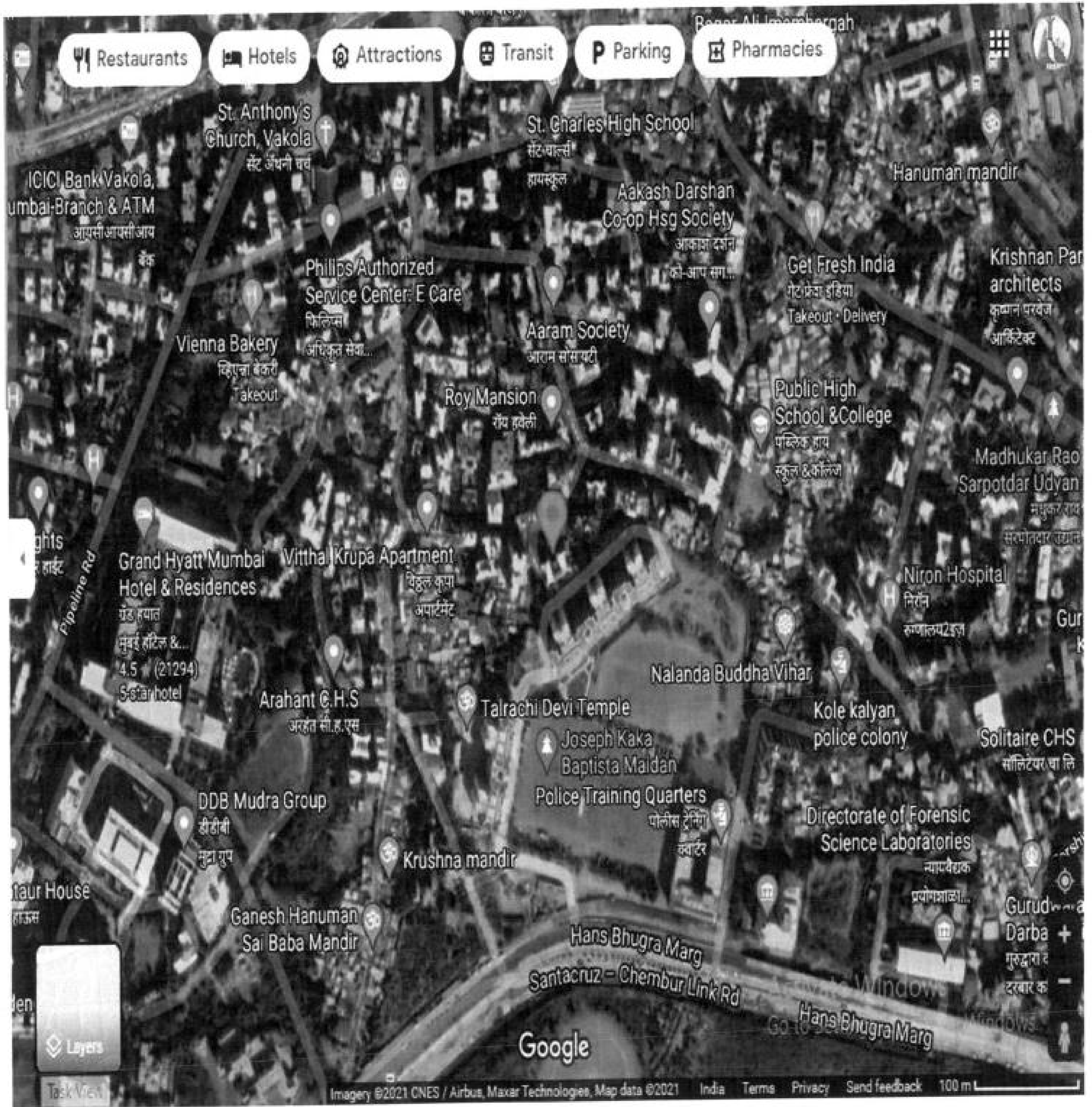
3157

Search

उपविभाग	खुली जमीन	निवासी सदनिका	ऑफिस	दुकाने	औद्योगिक	एकक (Rs.)	Attribute
31/172 -भूभाग: उत्तरेकडे जवाहरलाल नेहरू मार्ग, पूर्वेस मि. एस. टी. रोड ते पंडीत जवाहरलाल नेहरू रोडला जोडणारा 13.40 मी. डी. पी. रोड, दक्षिणेस सी.एस.टी. मार्ग व पश्चिमेस नादाची सीमा.	94690	171260	190140	214100	171260	चौरस मीटर	सि.टी.एस. नंबर



Location Map



DOCUMENTS

AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at MUMBAI, This 19th day of July, 2021, by and BETWEEN **MRS. KARISHMA KISHAN LALWANI**, (PAN No. AACPL5438R), an adult, Indian, Inhabitant, owner of Flat No. 901, 9th Floor, Terrain Heights, Yashwant Nagar, Village- Kole Kalyan, Vakola, Santacruz (East), Mumbai- 400 055, hereinafter called the '**TRANSFEROR**' (which expression shall unless it be repugnant to the meaning and context thereof, mean and include her heirs, executors, administrators and assigns) of the ONE PART, (1) **MR. NARAYAN RAJKUMAR MISHRA**, (Aadhar No. 2551 0323 5756 & PAN No. AYAPM7473E), an adult, Indian Inhabitant, residing at 209, A-Wing, Building No. 3, Khandwala SRA CHS, Dutta Mandir Road, Santacruz (East), Mumbai- 400 055, & (2) **MR. KAMLESH KUMAR RAJKUMAR MISHRA**, (Aadhar No. 7511 3440 6380 & PAN No. AXYPM5078R), an adult, Indian Inhabitant, residing at T-68, Siddeshwar Chawl, Shastri Nagar, D'Mello Compound, Vakola, Santacruz (East), Mumbai- 400 055, hereinafter called the '**TRANSFEREES**' (which expression shall unless it be repugnant to the meaning and context thereof, mean and include their heirs, executors, administrators and assigns) of the OTHER PART:

WITNESSETH:

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Flat bearing Flat No. 901, 9th Floor, Terrain Heights, Yashwant Nagar, Village- Kole Kalyan, Vakola, Santacruz (East), Mumbai- 400 055, bearing C.T.S. No. 3157/A & 3195/A, admeasuring area 825 Sq. Feet Carpet.

IN WITNESSES WHEREOF the TRANSFEROR and TRANSFEREES have set and subscribed their respective hands the day and year first written hereinafter:

SIGNED, SEALED AND DELIVERED	✓
By the withinnamed party of the	✓
FIRST PART "TRANSFEROR"	✓
MRS. KARISHMA KISHAN LALWANI	✓
in the presence of	✓
1	
2	
SIGNED, SEALED AND DELIVERED	✓
By the withinnamed party of the	✓
Second Part "TRANSFEREES"	✓
(1) MR. NARAYAN RAJKUMAR MISHRA	✓

(2) MR. KAMLESH KUMAR RAJKUMAR MISHRA	✓
in the presence of	✓
1	
2	

RECEIPT

I, **MRS. KARISHMA KISHAN LALWANI**, RECEIVED of and from the within named **TRANSFEREES (1) MR. NARAYAN RAJKUMAR MISHRA & (2) MR. KAMLESH KUMAR RAJKUMAR MISHRA**, the sum of **Rs.20,00,000/- (Rupees Twenty Lakh Only)** being the part amount of the said consideration of the said **Flat No. 901, 9th Floor, Terrain Heights, Yashwant Nagar, Village- Kole Kalyan, Vakola, Santacruz (East), Mumbai- 400 055, bearing C.T.S. No. 3157/A & 3195/A, admeasuring area 825 Sq. Feet Carpet, mentioned herein.**





- (13) 30000
- (12) 816000
- (11) 4150/2018
- (10) 18/04/2018
- (9) 18/04/2018

(1) 5000000

(2) 5000000

(3) 16302200

(4) 901

(5) 3157/3

(6) 400055

(7) 901

(8) 400055

(9) 3157/3

(10) 400055

(11) 901

(12) 400055

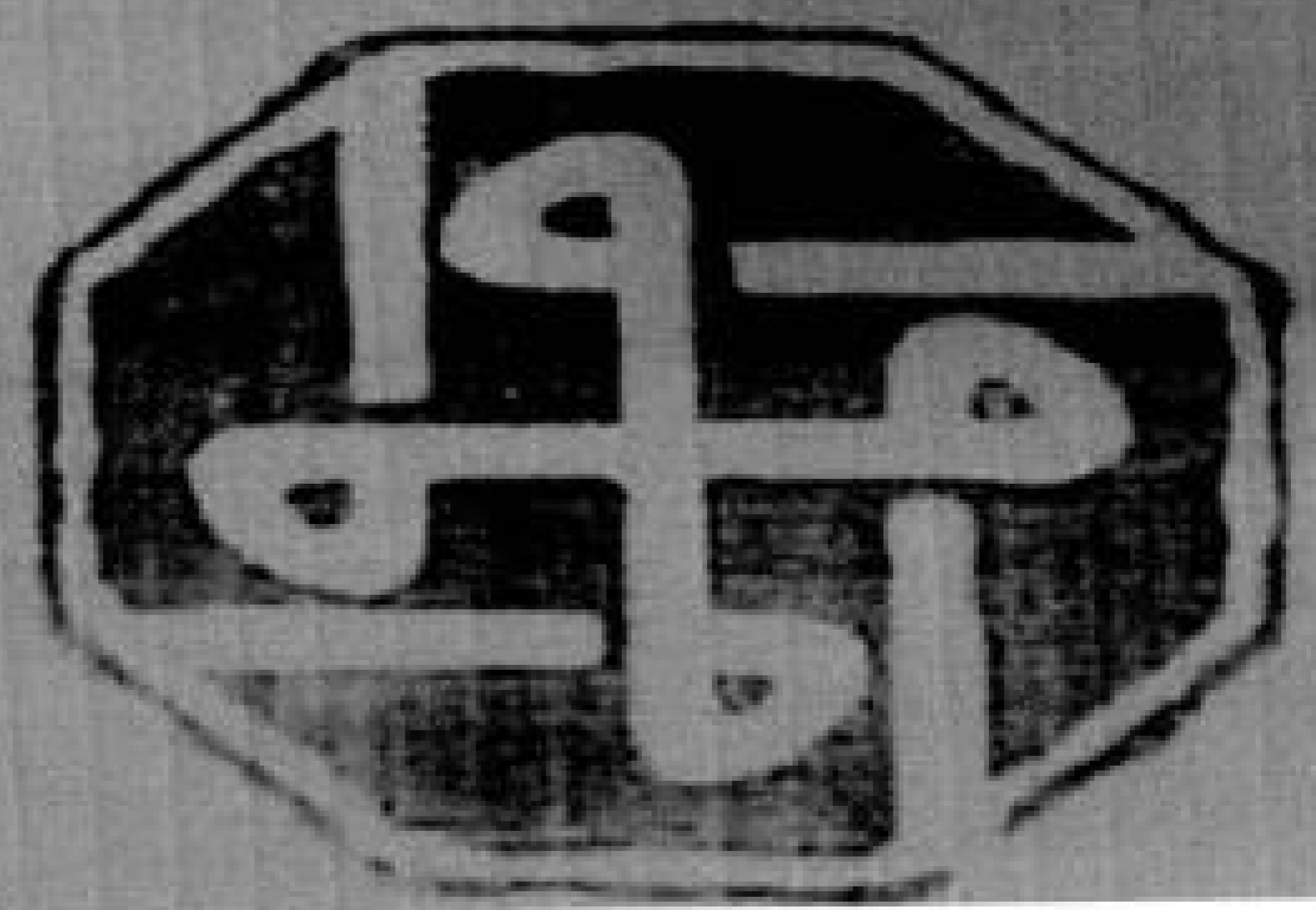
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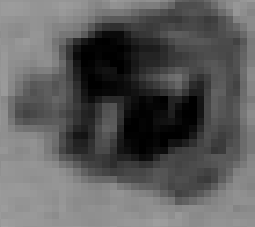
REGD. NO. : 4150/2018

REGD. NO. : 4150/2018

REGD. NO. : 4150/2018

REGD. NO. : 4150/2018





MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII

PART OCCUPANCY CERTIFICATE
(CE/2553/WS/AH/337) - BCC/Amend(2) of 21 August 2020

To,
For TERRAJM INFRASTRUCTURE PVT LTD.
4- VERANI MANZIL, 4th ROADKHAR (WEST) MUMBAI-400052.

Dear Applicant/Owners,

The **Part 1** development work of Residential building comprising of **SIHR (for stack car parking) + 1st (pt.) + 2nd (pt) + 3rd to 7th + 8th(pt.) + 9th to 10th + 11th (part) upper floors (excluding flat no. 2) with height 36.25 mtr AGL + L.M.R. + 0.M.Y. of height 4.20 mtr above terrace level i.e. 40.45 mtr AGL** on plot bearing C.5.No./CTS No. 3157-e,3195-a,3195-b of village **KOLEKALYAN UNIVERSITY** at Santacruz East is completed under the supervision of Shri, **AJAY RAM KHELAWAN SAROJ**, Licensed Surveyor, Lic. No. **S/614/LS**, Shri. **KATVANT CHAMPAKAL SHAH**, RCC Consultant, Lic. No. **STR/5/103** and Shri. **BHAVESH PARMAR**, Site supervisor, Lic.No. **P/265/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **CE/2553/AH /337-CFO/1/New dated 30 January 2020**.

Copy To :

1. Asstt. Commissioner, H/E Ward
2. A.A. & C., H/E Ward
3. EE (V), Western Suburb I
4. M.L., H/E Ward
5. A.E.W.W., H/E Ward
6. Licensed Surveyor, **AJAY RAM KHELAWAN SAROJ**, 612, 6th floor, Anand CHSL, Ambedkar Road, Labour Camp, Matunga (E)

For information please

Name : Sanjay Devdas
Kaundanyapure
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 21-Aug-2020 19:50:38

Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
H/E Ward

