



S.G.M. & ASSOCIATES

(Regd.)

Advocate High Court

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REF No.154/SGM/2024

24th February, 2024

To,

The Cosmos Co-Operative Bank Ltd.,
Goregaon East Branch,
Mumbai

- 1) **Sub** : - Search and Title report for property owned by
 - a. Mr.Bipin Dayalal Mehta &
 - b. Mrs.Rekha Bipin Mehta
- 2) **Name of the Branch** :- Goregaon East, Mumbai
- 3) **Name of the Borrower**: - a. Mr.Bipin Dayalal Mehta &
b. Mrs.Rekha Bipin Mehta
- 4) **Documents Seen**:

We have perused the following documents for the purposes of furnishing this
Legal opinion.

Sr. No.	Document Number	Execution Date	Original / Attested Copy / Photocopy / Duplicate and Particulars of the document
1.	-	25 th November, 1985	Photocopy of Title Certificate of land issued by M. Miskita & Co.
2.	-	7 th April, 1988	Photocopy of Articles of Agreement executed between Messrs. Buildarch as the "Vendors" of the One Part and Mr.Jagannath Gangaram Pednekar and Mr.Anand Jagannth Pendekar as the "Purchasers" of the Other Part

B.O. :- Bhandup (W), Mumbai, Palghar & Pune



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3.	BBE-5117/1999	15 th October, 1999	Photocopy of Sale Deed executed between Mr.Jagannath Gangaram Pednekar and Mr.Anand Jagannth Pendekar as the "Vendors" of the First Part and M/s. Buildarch represented by Mr.Laxmi Kant M. Thakur as the Confirming Party of the Second Part and Mrs.Jayaben Babulal Shah Alias Gadhecha and Mrs.Nirmala Jayesh Shah alias Gadhecha as the "Purchasers" of the Third Part
4.	BBE-8-5489/2008	29 th July, 2008	Photocopy of Transfer Deed executed between Mrs.Jayaben Babulal Shah Alias Gadhecha and Mrs.Nirmala Jayesh Shah alias Gadhecha as the "Transferors/Sellers" of the First Part and Mr.Bipin Dayalal Mehta and Mrs.Rekha Bipin Mehta as the "Transferees/Purchasers" of the Second Part

5) DESCRIPTION OF PROPERTY/PROPERTIES/NATURE OF TITLE

1.	Name of the owner	Mr.Bipin Dayalal Mehta and Mrs.Rekha Bipin Mehta
2.	Admeasuring area	admeasuring 620 square feet built up area
3.	Survey No.	F. P. No.567 of T.P.S IV CTS No.1310 to 1314, newly 1413 part
4.	Is property leasehold/freehold/Govt.grant etc.	Freehold
5.	Nature of property	Residential
6.	Location	Flat No.72, 7 th Floor, admeasuring 620 sq. ft. built up area, of the building known as "Manik Apartment" and society known as "Manik Apartment Co-operative Housing Society Limited", situated at 567, Bhavani Shankar Road, Dadar West, Mumbai – 400 028, constructed on the land bearing F. P. No.567 of T.P.S IV CTS No.1310 to 1314, newly 1413 part of Division in the Registration District and Sub District of

		Mumbai City and within the limits of "G (North)" ward of Municipal Corporation of Greater Mumbai
7.	Boundaries on or towards for the Plot/shop	No
8.	Confirmed the boundaries of the shop/plot as per approved plan and as per the title deed.	Same as above as per Agreement

6) Trace of Title/History of the passing of title. Details of antecedent title deeds.

- a. 1) Issack Noormohamed Khatri, 2) Bai Aishabai, widow of Siddique Abdul Khatri, and 3) Halimabai Abdulkader Ebbrahim Khatri, (referred to as "the Owners") are the owners of all that piece or parcel of land or ground admeasuring 3931 sq. yards, equivalent to 3268. 82 sq. mtrs., situate at the Junction of Bhavani Shankar Road and Gokhale Road, Dadar, in Greater Bombay and bearing C. T. S Nos. 1310, 1311, 1312, 1313, and 1314 of Lower Parel Division and Final Plot No. 567 of T.P.S, IV, Mahim "the said land".
- b. By an Agreement for sale dated 9th January 1981 whereby the Owners have agreed to sell to the Messrs. Buildarch the said land.
- c. Messrs. Buildarch develop the said land by arriving at a settlement with the tenants and or occupants of the structures standing on the said land.
- d. The Bombay Municipal Corporation have granted IOD No.EB/5191/A dated 17th May, 1982 and the Commencement Certificate No.EB/5191/A dated 21st June, 1982 in respect of the plans of the said New Building.
- e. The Title Certificate of the said land dated 25th November, 1985 issued by M. Miskita & Co.
- f. Messrs. Buildarch construct the said building known as "Manik Apartment" on the said land duly sanctioned by the Bombay Municipal Corporation.
- g. By an Articles of Agreement dated 7th April, 1988 whereby Messrs. Buildarch agreed to sell Flat No.72, 7th Floor, admeasuring 620 sq. ft. built up area, of the building known as "Manik Apartment", situated at 567, Bhavani Shankar Road, Dadar West, Mumbai - 400 028, constructed on the land bearing F. P. No.567 of T.P.S IV CTS No.1310 to 1314, newly 1413 part of Division in the Registration District and Sub District of Mumbai City and within the limits of "G (North)" ward of Municipal Corporation of Greater Mumbai to Mr.Jagannath Gangaram Pednekar and Mr.Anand Jagannth Pendekar.
- h. By Sale Deed dated 15th October, 1999 whereby M/s. Buildarch represented by Mr.Laxmi Kant M. Thakur has consented to the transfer of the Flat No.72, 7th Floor, admeasuring 620 sq. ft. built up area, of the building known as "Manik Apartment" and society known as "Manik Apartment Co-operative Housing Society Limited", situated at 567, Bhavani Shankar Road, Dadar West, Mumbai - 400 028, constructed on the land bearing F. P. No.567 of T.P.S IV CTS No.1310 to 1314, newly 1413 part of Division in the Registration District and Sub District of Mumbai City and within the limits of "G (North)" ward of Municipal Corporation of Greater Mumbai by Mr.Jagannath Gangaram Pednekar and Mr.Anand Jagannth Pendekar to the Mrs.Jayaben Babulal Shah Alias Gadhecha and Mrs.Nirmala Jayesh Shah alias Gadhecha, document registered under registration serial No.BBE-5117/1999.
- i. The Co-Operative Housing Society of the flat and shop owners of the said, building "Manik Apartment" was formed and registered under the name and style of "Manik Apartment Co-Operative Housing Society Ltd." a society duly registered under the Maharashtra Co-Operative Societies Act, 1960 under registration No.MUM/(W-G/N)HSG/TC/8403/03-04 dated 2nd December, 2003 (referred to as "the sad Society").

- j. By a Transfer Deed dated 29th July, 2008 whereby Mrs.Jayaben Babulal Shah Alias Gadhecha and Mrs.Nirmala Jayesh Shah alias Gadhecha has assigns, transfer and convey in favour of Mr.Bipin Dayalal Mehta and Mrs.Rekha Bipin Mehta of the said Flat No.72, 7th Floor, admeasuring 620 sq. ft. built up area, of the building known as "Manik Apartment" and society known as "Manik Apartment Co-operative Housing Society Limited", situated at 567, Bhavani Shankar Road, Dadar West, Mumbai – 400 028, constructed on the land bearing F. P. No.567 of T.P.S IV CTS No.1310 to 1314, newly 1413 part of Division in the Registration District and Sub District of Mumbai City and within the limits of "G (North)" ward of Municipal Corporation of Greater Mumbai, document registered under registration serial No.BBE-8-5489/2008.
- k. Mr.Bipin Dayalal Mehta and Mrs.Rekha Bipin Mehta have availed a loan against the said flat from State Bank of India hence the Bank should obtain Closing letter/Re-conveyance deed from the State Bank of India.
- l. The said Articles of Agreement dated 7th April, 1988 has only paid stamp duty but the said Agreement is not registered as per The Registration Act, which must be registered as per The Registration Act. The present owners should make a paper publication regarding the same and invite the claim of the previous vendors/purchasers and shall obtain no claim certificate from the Panel Advocate of the Bank
- m. The copies of the documents listed provide from the bank, accordingly the opinion is submitted. We are not verified the original documents, also we are not verified the said premises physically.

6) **Detailed information about property to be mortgaged:**

Details	Remark of counsel
1. Whether the documents of title given raise any doubts or suspicion	NO
2. Are all the original title deeds available with the mortgagor; if not, the reasons for non-availability of the same; in case the properties are mortgaged to some other entity, is the original title deed lying with such entity; does such entity have the certified true copy of any/all of the title deeds and lodgment receipt + acknowledgement letter from registrar for the same.	Yes
3. Whether any of the property intended to be given by way of mortgage is subject to any minor's or any other claims? If yes, state whether requisite permission from the concerned court has been obtained and produced or to be obtained?	NO

4. Whether the property proposed to be mortgaged is subject to the provisions contained under any special enactment /local laws. State implications of such enactment on the charge proposed to be created?	NO
5. Whether property to be mortgaged is coming under any restrictions on transfer & whether required permission/ consent as per terms of grant/allotment etc. obtained	Yes, The Bank should obtain no objection certificate from society for creation of mortgage the flat.
6. Whether provisions of urban ceiling Act are applicable? If applicable whether permission obtained.	No
7. Whether the user land has been converted under land revenue law? Whether N.A. Permission /change of user permission is obtained?	Supportive document not provided
8. Whether required documents are available for creating valid equitable mortgage?	Yes
9. What is the tenure of land? (In case of Lease Property) and whether necessary consent permission of lessor obtained.	No
10. Whether the land is adiwasi (Tribal) Land?	NO
11. Whether the land /property is owned by HUF? If yes then what precautions to be taken by the Bank while accepting property owned by HUF	NO
12. Is land/ property subject to any reservations/ acquisitions/ requisitions?	NO
13. Whether plans for constructions are sanctioned?	No supportive documents provide
14. Whether Commencement certificate issued?	No supportive documents provide

15. Whether the project is registered under RERA? And registration certificate is obtained on record	No
16. Whether Completion certificate is obtained? (applicable to property which is of ready possession/resale)	The Bank should obtain Occupancy Certificate issued by the concerned authority
17. Whether there are any restriction from Corporation such as "education Zone", "Green Zone" Etc.?	NO
18. Is the land taken on lease from State Industrial Development Corporation? If yes whether tripartite agreement executed?	NO
19. Whether there are any prior encumbrances. If yes details thereof?	Yes, State Bank of India
20. Evidence of possession Findings on documents and revenue records, details of property tax, land revenue, society maintenance charges or any other statutory dues paid upto date or payable.)	The Bank should obtain the Latest Property tax receipt issued by the concerned authority
21. In case of companies /societies /association /trust Whether	The Bank should obtain no objection certificate of society to mortgage the Flat.
a) Memorandum/bye-laws of the society/association authorize to offer its property as security.	NA
b) Requisite resolutions have been duly passed by the Company/Society/Association permitting mortgage of the properties in favour of the Bank.	NA
c) Such resolution sets out the names of the persons who are authorized to create charge over the properties.	NA
d) In case of public charitable trust whether permission of charity commissioner for borrowing & mortgaging trust property is obtained and conditions stipulated if any.	NOT APPLICABLE

22. In case of devolution of property by a will/ succession,	NOT APPLICABLE
A) Whether probate of will/ succession certificate/Letters of Administration obtained? Details thereof	NOT APPLICABLE
B) If probate/ succession certificate/ Letters of Administration not obtained, then how the mortgagor proposes to prove the title?	NOT APPLICABLE
C) The safeguards suggested to ensure title to the property offered as security.	NA
23) a. Whether title deeds perused are in conformity with the search taken? b. Whether the registered title deeds are in conformity with the scanned copies of the same on IGR site?	YES Verify the Index- II only on the Government Portal
24) Whether the chain of title is complete without any missing links	YES
25) Whether any other documents to be obtained/compliances to be made so as to create valid mortgage.	Yes, a. Original Articles of Agreement dated 7 th April, 1988 executed between Messrs. Buildarch as the "Vendors" of the One Part and Mr.Jagannath Gangaram Pednekar and Mr.Anand Jagannth Pendekar as the "Purchasers" of the Other Part b. Original registered Sale Deed dated 15 th October, 1999 executed between Mr.Jagannath Gangaram Pednekar and Mr.Anand Jagannth Pendekar as the "Vendors" of the First Part and M/s. Buildarch represented by Mr.Laxmi Kant M. Thakur as the Confirming Party of the Second Part and Mrs.Jayaben Babulal Shah Alias Gadhecha and Mrs.Nirmala Jayesh Shah alias Gadhecha as the "Purchasers" of the Third Part, document

	<p>registered under registration serial No.BBE-5117/1999</p> <p>c. Original registered Transfer Deed dated 29th July, 2008 executed between Mrs.Jayaben Babulal Shah Alias Gadhecha and Mrs.Nirmala Jayesh Shah alias Gadhecha as the “Transferors/Sellers” of the First Part and Mr.Bipin Dayalal Mehta and Mrs.Rekha Bipin Mehta as the “Transferees/Purchasers” of the Second Part, document registered under registration serial No.BBE-8-5489/2008</p> <p>d. Downland Copy of IGR side Transfer Deed dated 29th July, 2008 executed between Mrs.Jayaben Babulal Shah Alias Gadhecha and Mrs.Nirmala Jayesh Shah alias Gadhecha as the “Transferors/Sellers” of the First Part and Mr.Bipin Dayalal Mehta and Mrs.Rekha Bipin Mehta as the “Transferees/Purchasers” of the Second Part, document registered under registration serial No.BBE-8-5489/2008</p> <p>e. Original Share Certificate in the names of Mr.Bipin Dayalal Mehta and Mrs.Rekha Bipin Mehta issued by Manik Apartment Co-operative Housing Society Limited.</p> <p>f. The Bank should obtain Closing letter/Re-conveyance deed from the State Bank of India regarding the previous loan.</p>
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	<ul style="list-style-type: none"> g. Copy of Latest property tax receipt issued by the concerned authority. h. Paper Publication for unregistered Agreement mentioned Point No.6 (k). i. Copy of latest maintenance receipt j. The Bank obtain no objection certificate from the Society. k. The bank charge lien in the records of the Society. l. The Bank charge lien at Sub Registrar office, at Mumbai by way registered Mortgage OR Notice of Intimation of Mortgage by way of deposit of title deed within 30 days of sanction letter..
<p>26) a. Whether any charge on subject property is found on CERSAI Portal? b. If Yes, its Details.</p>	<p>NO</p>

8) Certificate of title and No encumbrance

We have examined the original title deeds relating to Flat No.72, 7th Floor, admeasuring 620 sq. ft. built up area, of the building known as “Manik Apartment” and society known as “Manik Apartment Co-operative Housing Society Limited”, situated at 567, Bhavani Shankar Road, Dadar West, Mumbai – 400 028, constructed on the land bearing F. P. No.567 of T.P.S IV CTS No.1310 to 1314, newly 1413 part of Division in the Registration District and Sub District of Mumbai City and within the limits of “G (North)” ward of Municipal Corporation of Greater Mumbai

We have taken the online Search, with the Sub-Registrar of Assurances & Record of Rights for the last 30 years vide search receipt GRN dated 24th February, 2024 (Original fee receipts enclosed). We certify that Mr.Bipin Dayalal Mehta and Mrs.Rekha Bipin Mehta has an absolute, clear and marketable title over the property shown above subject to the Bank should full fill condition point no. 6 (k & l).