

BILL NO.: SNJSBI\RACPC\MIDC(AND-E)-0209/24-25.

July 20, 2024

To,
Assistant General Manager,
State Bank of India,
RACPC, UTI Financial Centre,
1st Floor, Plot No. 12, Road No. 9,
Behind Hotel Tunga Paradise,
MIDC Marol, Andheri (East)
Mumbai 400 093.

Sir,

Kindly pay the BILL as under;

PARTICULARS	AMOUNT (RS.)
Professional fees towards issuance of Title Investigation report of MR. KUMAR SWAPNIL AND MRS. SWATI SWAPNIL KUMARAND in respect of Flat No. 304, adm. 854 Sq. ft. BUA, on the 3rd floor, alongwith Open Car Parking, in the Bldg. No. R-2/9, known as "ZINNIA" in "ZINNIA R-2 SECTOR CO-OP. HSG. SOC. LTD.", situated at Sector R-2, Nahar Amrit Shakti, Chandivali Farm Road, Chandivali, Mumbai 400 072.	3,250/-
Search Fees Receipt issued by Sub-Registrar for 30 years	750/-
T O T A L	4,000/-

(RUPEES FOUR THOUSAND ONLY)
For San jurist



Adv. Sandhya Y. Memon
Proprietress

PAN NO. : A A G P M 4 6 8 8 Q

P.S. : Kindly make the payment by RTGs. The details are as under;

Name of Account Holder : SANJURIST
Name of Bank : SBI
Name of Branch : J.V.P.D. Branch
Account Number : 33399225823
IFSC Code : SBIN0005349

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

**Annexure – C:
CERTIFICATE OF TITLE**

1. I have examined the Copy of Title Deeds 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 Registered/ Equitable Mortgage and I further certify that:
2. 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.
3. 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.
4. 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.
5. **There is no prior Mortgage/ Charges/ encumbrances whatsoever** as could be seen from the Encumbrance Certificate for the period from 1995 to 20.07.2024 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.



6. There are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank

7. There is/are no Minor(s) and /or his/their interest in the said property.

8. The Mortgage if created, will be available to the Bank for the Liability of the Borrower MR. KUMAR SWAPNIL AND MRS. SWATI SWAPNIL KUMAR.

9. I certify that MR. KUMAR SWAPNIL AND MRS. SWATI SWAPNIL KUMAR shall 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.

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

- a. Registered Original Agreement for Sale dtd. 13th December, 2004 stamped and bearing Registration No. BDR-13/1443/2004 on 20.12.2004 with Sub-Registrar of Assurances Kurla-3, made between Shri. Jitendra Amritlal Sheth, Karta and Manager of A. D. Sheth (H.U.F.) and Others hereinafter called the First Owners, Shri. Jatin Manubhai Sheth, Karta and Manager of M. A. Sheth (H.U.F.) and Others, hereinafter called the Second Owners, Shri. Narendra Amritlal Sheth, Karta and Manager of N. A. Sheth (H.U.F.) and Other hereinafter called the Third Owners, Shri. Jitendra Amritlal Sheth, Karta and Manager of J. A. Sheth (H.U.F.) and Other, hereinafter called the Fourth Owners and Shantaben Manubhai Sheth and Rama Narendra Sheth and Others hereinafter called the Fifth Owners, all the Owners of First to Fifth Part hereinafter collectively called "the Owners" of the First Part AND M/S. NAHAR ENTERPRISES as the Builders of the Second Part AND MR. KUMAR SWAPNIL AND MRS. SWATI SWAPNIL KUMAR as the Flat Purchasers of the Third Part alongwith original registration receipt.
- b. Original Possession Letter bearing Ref. No. NE/2004/ZINNIA/304 dtd. 18.02.2007 issued by the Builders M/S. NAHAR ENTERPRISES in favour of MR. KUMAR SWAPNIL AND MRS. SWATI SWAPNIL KUMAR.



- c. Original Share Certificate as and when transferred in the name of MR. KUMAR SWAPNIL AND MRS. SWATI SWAPNIL KUMAR
 - d. NOC from the said Society to mortgage the said premises.
 - e. Copy of Full Occupation Certificate.
 - f. Latest maintenance Bill/Receipt in respect of the said premises.
11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

Flat No. 304, adm. 854 Sq. ft. BUA, on the 3rd floor, alongwith Open Car Parking, in the Bldg. No. R-2/9, known as "ZINNIA" in "ZINNIA R-2 SECTOR CO-OP. HSG. SOC. LTD.", constructed on All that piece and parcel of land or ground situated lying and being at Chandivli in Brihanmumbai L Ward and bearing the following CTS Nos. 28A/3, 29 (pt), 30A/1(pt) and 50 (pt) or thereabout at Village Chandivli, Sector R-2, Taluka Kurla at Mumbai Suburban District.

Dated this 20th day of July, 2024

Yours faithfully,
For San jurist




Adv. Sandhya Y. Memon
Proprietress

- Ps. To avoid fraud, the Branch is advised to follow the following precautionary measures;
- 1) To inspect the premises prior to disbursement of loan.
 - 2) To verify the name of signatory on NOC issued by the Builder/Society
 - 3) To verify the possession letter by personally visiting the office of the Builder.
 - 4) To verify salary slip by visiting the office of the employer.
 - 5) To ensure that the documents deposited are original and not colour xerox.
 - 6) To hand over pay order to the builder/Vendor directly and not to the Borrower/financial consultant.
 - 7) To confirm the account number of the borrower/vendor prior to remitting payment through NEFT/RTGS
 - 8) To confirm the Release charge Letter or No Due Certificate with the respective bank, if any.

Annexure – B:

Report of Investigation of Title in respect of immovable Property

(All columns/items are to be completed/commented by the Advocate)

1.	a.	Name of the Branch/ Business Unit/Office seeking opinion.	RACPC, UTI Financial Centre, MIDC, Marol
	b.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	One of our representatives has collected from your above branch
	c.	Name of the Intending Borrower.	MR. KUMAR SWAPNIL AND MRS. SWATI SWAPNIL KUMAR
2	a.	Type of Loan	Education Loan
	b.	Type of property	Residential
3	a.	Name of the unit/concern/ company/person offering the property/ (ies) as security.	MR. KUMAR SWAPNIL AND MRS. SWATI SWAPNIL KUMAR
	b.	Constitution of the unit/concern/ person/body/authority 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.)	Borrower
4	a.	Value of Loan (Rs. in crores)	Sanctioned Letter not provided
5		Complete or full description of the immovable property/ (ies) offered as security including the following details.	Mentioned as below
	a.	Survey No.	
	b.	Door/House no. (in case of house property)	
	c.	(c) Extent/ area including plinth/ built up area in case of house property	



	d.	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.		
		Flat No. 304, adm. 854 Sq. ft. BUA, on the 3rd floor, alongwith Open Car Parking, in the Bldg. No. R-2/9, known as "ZINNIA" in "ZINNIA R-2 SECTOR CO-OP. HSG. SOC. LTD.", constructed on All that piece and parcel of land or ground situated lying and being at Chandivli in Brihanmumbai L Ward and bearing the following CTS Nos. 28A/3, 29 (pt), 30A/1(pt) and 50 (pt) or thereabout at Village Chandivli, Sector R-2, Taluka Kurla at Mumbai Suburban District.		
6	a.	Particulars of the documents scrutinized - serially and chronologically.		
		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.		
Sr. No.	Date	Name/Nature of Document	Original / certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate.
1.	17.05.1994, 14.03.1995 15.03.1995	Certificate of Title by Manilal Kher Ambalal & Co., Advocates	Photocopy	No
2.	08.07.2003	Report of Title by Kanga & Co. Advocate	Photocopy	No
3.	26.12.2003	Special POA executed by M/s. Nahar Enterprises through Partner Sukhraj B. Nahar HUF representing as Karta Sukhraj B. Nahar through its C.A. Sukhraj B. Nagar in favour of Shri. Manish B. Jain and Others	Photocopy	No
4.	13.12.2004	Agreement for Sale	Photocopy	No
5.	---	Full Occupation Certificate	Photocopy	No
6.	18.02.2007	Possession Letter	Photocopy	No
7.	05.07.2024	Maintenance Bill No. 24-25/07-09/0018	Photocopy	No
7	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		No



		proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => Rs. 1 Crore and in case of commercial loans irrespective of the loan component)	
	b.	Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted? (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	Not applicable
8.	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?	Online Portal
	b.	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes, but the same is not available for verification
	c.	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No
	d.	Whether proper registration of documents completed. Details thereof to be provided	Agreement dtd. 13 th December, 2004 stamped and bearing Registration No. KRL-3/1443/2004 on 20.12.2004 with Sub-Registrar of assurances Kurla-3
9.	a.	Property offered as security falls within the jurisdiction of which sub-registrar office?	Office of Sub – Registrar, Mumbai, Bandra, Kurla-1 to 5
	b.	Whether it is possible to have registration of documents	Office of Sub –



		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 offices?	Registrar, Mumbai, Bandra, Kurla-1 to 5
	c.	Whether search has been made at all the offices named at (b) above?	Yes
	d.	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
10.	a.	Chain of title tracing the title from the oldest title deed to the latest 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.	Mentioned as below

a. The First Owners 1) JITENDRA AMRITLAL SHETH 2) NARENDRA AMRITLAL SHETH, 3) JATIN MANUBHAI SHETH, 4) SHANTABEN MANUBHAI SHETH, 5) LEENA JITENDRA SHETH, 6) PURNA JATIN SHETH, 7) SAMIR JITENDRA SHETH, 8) RAMA NARENDRA SHETH, 9) AMAR JATIN SHETH, and 10) RISHABH JATIN SHETH, all members of the Joint HINDU family of late AMRITLAL DALPATBHAI SHETH. (hereinafter for brevity's sake referred to as A.D. Sheth. HUF) are jointly seized and possessed of or otherwise well and sufficiently entitled to several pieces or parcels of land or ground, situate lying and being at Chandivali, in Brihan Mumbai, in the registration District of Mumbai Suburban District admeasuring in the aggregate 511630.81 sq. mtrs. or thereabouts and more particularly described in the First Schedule thereunder written (hereinafter referred to as "The First Owners Lands");

b. The Second Owners 1) JATIN MANUBHAI SHETH, 2) PURNA JATIN SHETH, 3) AMAR JATIN SHETH, 4) RISHABH JATIN SHETH, all members of the Joint Hindu Family of Late Manubhai A. Sheth HUF, hereinafter for brevity's sake referred to as "M.A. Sheth. HUF, are jointly seized and possessed of or otherwise well and sufficiently entitled to several pieces or parcels of land or ground situate lying and being at Chandivali, in Brihan Mumbai, in the registration District Mumbai Suburban District admeasuring in the aggregate 162250.08 sq. mtrs. or thereabouts and more particularly described in the Second Schedule thereunder written (hereinafter referred to as "The Second Owners Land");

c. The Third Owners 1) NARENDRA AMRITLAL SHETH, and 2) RAMA NRENDRA SHETH, member of N.A. Sheth, HUF, are jointly seized and possessed of or otherwise well and sufficiently entitled to several pieces or parcels of land or ground, situate lying and being at Chandivali, in Brihanmumbai, in the registration District of and Mumbai Suburban District admeasuring in the aggregate 36033.36 sq. mtrs. or thereabouts and more particularly described in the Third Schedule thereunder written (hereinafter referred to as "The Third



Owners Land”);

d. The Fourth Owners 1) JITENDRA AMRITLAL SHETH, 2) LEENA AMRITLAL SHETH AND 3) SAMIR JITENDRA SHETH, member of J.A. Sheth, HUF, are jointly seized and possessed of or otherwise well and sufficiently entitled to several pieces or parcel of land or ground, situate lying and being at Chandivali, in Brihan Mumbai, in the registration District of Mumbai Suburban district admeasuring in the aggregate 36033.36 sq. mtrs. or thereabouts and more particularly described in the Fourth Schedule thereunder written (hereinafter referred to as “The Fourth Owners Land”);

e. The Fifth Owners SHANTABEN MANUBHAI SHETH, LEENA JITENDRA SHETH and RAMA NARENDRA SHETH are jointly seized and possessed of or otherwise well and sufficiently entitled to several pieces or parcels of land or ground, situate lying and being at Chandivali, in Brihan Mumbai, in the registration District of Mumbai Suburban District admeasuring in the aggregate 63489.08 sq. mtrs. or thereabout and more particularly described in the Fifth Schedule thereunder written (hereinafter referred to as “the Fifth Owners Land”);

f. The First Owners, Second Owners, Third Owners, Fourth Owners and Fifth Owners are hereinafter collectively referred to as “the Owners”;

g. The lands belonging to the Owners are hereinafter collectively referred to as “the said lands” and they are delineated on the plan No. 1 thereof thereto annexed.

h. The Owners have executed separate Agreements all dated 3rd December 1990 in respect of their respective lands in favour of Messrs Chandivali Development Corporation (“the Corporation”) for development of the said lands as per the terms and conditions recorded in the aforesaid Agreements all dtd. 3rd December, 1990.

i. A Tripartite Agreement dated 18th January 1991 was executed between the Owners, the Corporation and the Builders M/S. NAHAR ENTERPRISES in respect of pieces of land out of the said lands which were then covered by the provisions of Section 22 of the Urban Land (Ceiling & Regulation) Act, 1976 (the Act) (hereinafter referred to as “the First Tripartite Agreement”) whereby the Builders agreed to carry on development work on the said pieces of land as per the provisions Section 22 of the Act and on the terms and conditions recorded in the First Tripartite Agreement;

j. By another Tripartite Agreement also dated 18th January 1991 also executed between the Owners, the Corporation and the Builders M/S. NAHAR ENTERPRISES in respect of pieces of land out of the said lands which were then covered by the provisions of Section 20 of the said Act (hereinafter referred to as “the Second Tripartite Agreement”) whereby the Builders agreed to carry on development piece of work on the said pieces of land as per the



provisions of Section 20 of the Act and on the terms and conditions recorded in the Second Tripartite Agreement;

k. As provided in the said two Tripartite Agreement the Builders agreed to carry out the work of development at their own cost in the said lands by utilizing available saleable Floor Space Index (FSI) subject to Section 20 of the said Act and by utilizing available saleable FSI then subject to Section 22 of the said Act;

l. Subsequently the lands covered by the provisions of Section 20 of the said Act were substantially reduced and correspondingly the area of the land covered by Section 22 of the said Act were considerably increased;

m. Pursuant to the powers and authority given to the Builders by the Owners and the Corporation, the Builders prepared a layout plan in respect of the said lands at their own cost and got the building plans for the portion of the lands.

n. In respect of the plans for the construction of the building on the portions of the said lands, approval of Brihan Mumbai Mahanagar Palika (BMMP) has already been obtained and construction work in respect of such buildings has been commenced by the builders;

o. By an Understanding Agreement dtd. 15th February, 1991 executed between the Owners the Corporation and the Builders the said Understanding Agreement superseded the provisions of the said two Tripartite Agreements both dtd. 18th January, 1991 and the development of the said lands was agreed to be completed as one project by the Builders as per the applicability of the relevant permissions under Section 20 and/or 22 of the said Act.

p. The Corporation was a partnership firm wherein the partners at all material times were (1) Jitendra A. Sheth, (2) Narendra A. Sheth, (3) Jatin Manubhai Sheth (4) Samir Jitendra A. Sheth and (5) Smt. Purna Jatin Sheth;

q. The Corporation has been dissolved by mutual agreement between the partners with effect from 1st April 1999;

r. In view of the dissolution of the Corporation and as per the provisions of the said Agreements the Builders and the Owners became entitled to deal with each other directly as regard to the implementation of the terms of the said Agreements and the development of the said lands;

s. The Owners have agreed to modify the agreements dated 18th January, 1991 and 15th February, 1991 with the Builders pursuant to the dissolution of Chandivli Development Corporation and arrangement between the Owners inter se by an understanding whereby (i) the Fourth Owners agreed to retain a portion of the land in lieu of their relinquishing their



rights to receive 15% of the constructed area in the proposed development by the Builders (ii) the Second Owners hereby agreed to accept certain constructed area in the future development by the Builders in the total layout in lieu of their relinquishing their rights to receive 5% of the constructed area in the future development by the Builders in the total layout in lieu of their relinquishing their rights to receive 15% of the constructed area in the proposed development by the Builders and the First Owners and the Fifth Owners confirming the said modification and relinquishing their rights to receive 15% of the constructed area in the proposed development by the Builders in lieu of the consideration received by the other co-owners as above.

t. The Builders have got a layout of the said property prepared by Architects and submitted the same to M.C.G.B. for approval/sanction. As per the layout submitted to M.C.G.M. the said property has been divided into various sector viz Sectors R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8, R-9, R-10, R-11, R-12, R-12A, R-12B, R-13, R-14, R-15, R-16, R-17, and R-17A and the said property are being developed in Sectors either simultaneously or one after the other is may be conveyance to the Builders:

u. The statement under section 6(i) of the ULC Act filed by the Owners in respect of the Lands held by them was decided under order No. C/ULC/6(i) SR-VII-666 dated 31-3-1981 as revised on 30-10-1987 pursuant to order No. RDP/1087/(248)/D-XIII issued by the Secretary to the Government, Housing and Special Assistance Department and again revised on 16-5-1994 according to the Government of India order dated 14-5-92 under 8/(4) of the ULC Act passed by the Additional Collector and C.A., ULC greater Bombay, and the same was subsequently corrected by corrigendum No. C/ULC/6(i)SR-VIII6- 62 TO 666 Desk. V dated 3.8.1994; 20.04.98; 11.09.2000; and 25.03.2004.

v. I.O.D. and Works Commencement Certificate in respect of the Building No. R-2/9 to be constructed on the said Sector R-2 have been issued by the Mumbai corporation of Greater Mumbai.

w. Manilal Kher Ambalal & Co., Advocates, has issued their Two Title Certificate dtd. 17.05.1994, 14.03.1995 and 15.03.1995 and Kanga & Co. Advocates has issued their Title Certificate dtd. 08.07.2003 certifying the title of A. D. SHETH HUF AND OTHERS to the said property, which is more particularly described in the schedule thereunder written, is marketable and free from reasonable doubts and that the said M/S. NAHAR ENTERPRISES are inter alia entitled to develop the said property. The same is relied upon by me.

x. The Builders constructed the building known as "ZINNIA" on the said land. The Brihanmumbai Mahanagarपालिका has issued Full Occupation Certificate vide Order No. CE/3968/BPES/AL for Bldg. No. R-2/9 comprising of Stilt + 14 upper floors.

y. By an Agreement for Sale dtd. 13th December, 2004 stamped and bearing Registration



No. BDR-13/1443/2004 on 20.12.2004 with Sub-Registrar of Assurances Kurla-3, made between Shri. Jitendra Amritlal Sheth, Karta and Manager of A. D. Sheth (H.U.F.) and Others hereinafter called the First Owners, Shri. Jatin Manubhai Sheth, Karta and Manager of M. A. Sheth (H.U.F.) and Others, hereinafter called the Second Owners, Shri. Narendra Amritlal Sheth, Karta and Manager of N. A. Sheth (H.U.F.) and Other hereinafter called the Third Owners, Shri. Jitendra Amritlal Sheth, Karta and Manager of J. A. Sheth (H.U.F.) and Other, hereinafter called the Fourth Owners and Shantaben Manubhai Sheth and Rama Narendra Sheth and Others hereinafter called the Fifth Owners, all the Owners of First to Fifth Part hereinafter collectively called "the Owners" of the First Part AND M/S. NAHAR ENTERPRISES as the Builders of the Second Part AND MR. KUMAR SWAPNIL AND MRS. SWATI SWAPNIL KUMAR as the Flat Purchasers of the Third Part, the Builders with the consent of the owners sold to the Flat Purchasers the flat viz; Flat No. 304, adm. 854 Sq. ft. BUA, on the 3rd floor, alongwith Open Car Parking, in the Bldg. No. R-2/9, known as "ZINNIA" in "ZINNIA R-2 SECTOR CO-OP. HSG. SOC. LTD.", situated at Sector R-2, Nahar Amrit Shakti, Chandivali Farm Road, Chandivali, Mumbai 400 072 (hereinafter referred to as "the said Premises") at the price and on the terms and conditions as stated therein.

z. By Possession Letter bearing Ref. No. NE/2004/ZINNIA/304 dtd. 18.02.2007 issued by the Builders M/S. NAHAR ENTERPRISES have handed over possession of said Premises alongwith Open Car Parking to MR. KUMAR SWAPNIL AND MRS. SWATI SWAPNIL KUMAR.

aa. A Co-op. Hsg. Soc. known as "ZINNIA R-2 SECTOR CO-OP. HSG. SOC. LTD." is formed and registered vide Reg. No. MUM-2/W-L/H.S.G./(T.C.)/9909/2009-2010 dtd. 03.06.2009 (hereinafter referred to as "the said Society") under M.C.S. Act, 1960.

b.	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)	No
c.	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



11.	a.	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.)	Land is freehold and flat is Ownership basis
		If Ownership Rights,	
	a.	Details of the Conveyance Documents	Agreement for Sale dtd. 13 th December, 2004
	b.	Whether the document is properly stamped	Yes
	c.	Whether the document is property registered.	Yes
		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 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
		If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc., whether;	
	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
		If Occupancy right, whether ;	
	a.	Such right is heritable and transferable	Yes
	b.	Mortgage can be created.	Yes
12		Has the property been transferred by way of Gift/Settlement Deed	



	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.	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not applicable
	d.	The Gift/Settlement Deed transfers the property to Donee;	Not applicable
	e.	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
	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
13.		Has the property been transferred by way of partition/family settlement deeds	
	a.	whether the original deed is available for deposit. If not the modality / procedure to be followed to create a valid and enforceable mortgage.	Not applicable
	b.	Whether mutation has been effected	Not applicable
	c.	Whether the mortgagor is in possession and enjoyment of his share	Not applicable
	d.	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not applicable
	e.	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
	f.	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
14		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?	Not applicable
	g.	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
15		Whether the property is subject to any wakf rights/ belongs to church/ temple or any religious/other institutions	
	a.	Any restriction in creation of charges on such properties ?	Not applicable
	b.	Precautions/permissions, if any in respect of the above cases for creation of mortgage?	Not applicable
16	a.	Whether the property is a HUF/Joint family property ?	Not applicable
	b.	Whether the mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not applicable
	c.	Please also comment on any other aspect which may adversely affect the validity of security in such cases ?	Not applicable
17	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 YES, 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
18		Is the property an Agricultural Land	Not applicable
	a.	Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Not applicable
	b.	In case of agricultural property other relevant records / documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not applicable
	c.	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained ?	Not applicable
19	a.	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, Coastal Zone Regulations, Environmental Clearance, etc.) ?	No
	b.	Additional aspects relevant for investigation of title as per local laws.	No
20	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
21	a.	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	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?	No
22	a.	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Not applicable
	b.	Property belonging to partner (s), 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	Not applicable



		authority to create mortgage for and on behalf of the firm ?	
23	a.	Whether the property belongs to a Limited Company, check the Board Resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Not applicable
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes/No.	Not applicable
	b/2	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 vendee company (purchaser) ?	Not applicable
	b/3	Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgage) created by the vendor company (seller) ? Yes/No	Not applicable
	b/4	If the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied?	Not applicable
24		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
25	a.	Whether any POA is involved in the chain of title?	Yes
	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.	No
	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).	Special POA dtd. 26.12.2003 executed by M/s. Nahar Enterprises through Partner Sukhraj B. Nahar HUF representing as Karta Sukhraj B.



			Nahar through its C.A. Sukhraj B. Nagar in favour of Shri. Manish B. Jain and Others with Sub-Registrar of assurances Kurla-3
	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 available
	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? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	Not verified Yes Special POA Yes
	f.	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question (Please clarify whether the same has been ascertained from the office of 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
26		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.	No
27	i.	If the property is a flat/apartment or residential/commercial, check and comment on the following:	
	a.	Promoter's/Land owner's title to the land/ building;	Yes



b.	Development Agreement/Power of Attorney;	Two Tripartite Agreement 18 th January, 1991 registered by two Deeds of Declaration dtd. 10 th September, 2007 under SL. No. BDR-13/7071/2007 and BDR-13/7073/2007 on 10 th September, 2007 with Sub-Registrar of Assurances Kurla-3.
c.	Extent of authority of the Developer/builder;	To Sell
d.	Independent title verification of the Land and/or building in question;	Physical verification of the flats to be taken
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.;	Yes
h.	Approval of building plan, permission of appropriate / local authority, etc.;	Yes
i.	Conveyance in favour of Society/Condominium concerned;	No
j.	Occupancy Certificate/allotment letter/letter possession;	Occupation Certificate is obtained
k.	Membership details in the Society etc.;	Yes
l.	Share Certificates;	Not issued
m.	No Objection Letter from the Society;	Not provided
n.	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-	Yes



		operative Societies' Laws etc.;	
	o.	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Society is formed so NOC from the Society for Mortgage to be obtained.
	p.	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	No
	q.	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes.
	II. a	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Yes/No.	Not applicable
	II. b	Whether the project is registered with the Real Estate Regulation Authority? If so, the details of such registration are to be furnished.	Not applicable
	II. c	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not applicable
	II. d	Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not applicable
28		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 not found any encumbrances registered in the office of concerned Sub-Registrar
29		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.	30 years, we have not found any encumbrances registered in the office of concerned Sub-Registrar
30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Bank should obtain latest maintenance Bill



31	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
32	a	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Not applicable
	b.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not applicable
33	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? (The property should be legally assessable through normal carriers to transport goods to factories / houses, as the case may be)	Yes
34		<p>Whether the property can be identified from the following documents,</p> <p>(a) Document in relation to electricity connection;</p> <p>(b) Document in relation to water connection;</p> <p>(c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>(d) Other utility bills, if any.</p>	<p>Yes, It is in the name MR. KUMAR SWAPNIL AND MRS. SWATI SWAPNIL KUMAR and no discrepancies is revealed.</p> <p>a) Not provided</p> <p>b) Not provided</p> <p>c) Not applicable</p> <p>d) Maintenance Bill No. 24-25/07-09/0018 dtd. 05.07.2024</p>
35	a.	Whether the documents i.e. Valuation report / approved sanctioned plan reflect / indicate any difference /	



		discrepancy in the boundaries in relation to the Title Document/other documents. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of same).	Not provided
36	a.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
	b.	Property is SARFAESI COMPLIANT (Y/N)	Yes
37	a.	Whether original title deeds are available for creation of equitable mortgage	Yes
	b.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not applicable as we are not informed of the absence of Original Title Deeds
38.		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Not applicable
39.		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	MR. KUMAR SWAPNIL AND MRS. SWATI SWAPNIL KUMAR

Place : Mumbai

Yours faithfully,

For San jurist

 Adv. Sandhya Y. Memon
 Proprietress




CHALLAN
MTR Form Number-6



GRN	MH005493071202425E	BARCODE			Date	20/07/2024-15:01:10		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	KRL1_JT SUB REGISTRAR KURLA NO 1			Full Name	ANIL PATIL				
Location	MUMBAI								
Year	2024-2025 One Time			Flat/Block No.					
Account Head Details		Amount In Rs.		Premises/Building					
0030072201 SEARCH FEE		750.00		Road/Street					
				Area/Locality					
				Town/City/District					
				PIN					
				Remarks (If Any)	VILLAGE CHANDIVALI CTS 20 1995 TO 2024 30 YEAR				
				Amount In	Seven Hundred Fifty Rupees Only				
Total			750.00	Words					
Payment Details	INDIAN BANK			FOR USE IN RECEIVING BANK					
Cheque-DD Details				Bank CIN	Ref. No.	02608672024072028253		5858803458	
Cheque/DD No.				Bank Date	RBI Date	20/07/2024-15:02:31		Not Verified with RBI	
Name of Bank				Bank-Branch	INDIAN BANK				
Name of Branch				Scroll No. , Date	Not Verified with Scroll				

Department ID :

Mobile No. : 9819797107

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.

July 20, 2024

To,

Assistant General Manager,
State Bank of India,
RACPC, UTI Financial Centre,
1st Floor, Plot No. 12, Road No. 9,
Behind Hotel Tunga Paradise,
MIDC Marol, Andheri (East)
Mumbai 400 093.

SEARCH REPORT

Sir,

Re.: Flat No. 304, adm. 854 Sq. ft. BUA, on the
3rd floor, alongwith Open Car Parking, in the
Bldg. No. R-2/9, known as "ZINNIA" in
"ZINNIA R-2 SECTOR CO-OP. HSG. SOC.
LTD.", situated at Sector R-2, Nahar Amrit
Shakti, Chandivali Farm Road, Chandivali,
Mumbai 400 072.

In the above matter as per your instructions, we have obtained search report from Search Clerk Mr. Anil Patil who has conducted online search of the Index No. II on official Government website. The search note is reproduced as under;

Following are details of such searches;

S.R.O. Mumbai, Bandra, Kurla-1 to 5 from 1995 to 20.07.2024 (30 years) :

1995 to 2002 : Nil

2003 : Mortgage Deed dtd. 16th July, 2003 is duly stamped and registered under Sl. No. KRL-2/6494/2003 dtd. 16.07.2003 with Sub-Registrar of Assurances at Kurla -2 and made between M/S. NAHAR ENTERPRISES as the Mortgagor of the One Part AND HOUSING DEVELOPMENT FINANCE CORPORATION LTD. as the Mortgagee of the Other Part. Loan amount Rs. 150000000/-



- 2004 : Agreement for Sale dtd. 13th December, 2004 stamped and bearing Registration No. BDR-13/1443/2004 on 20.12.2004 with Sub-Registrar of Assurances Kurla-3, made between Shri. Jitendra Amritlal Sheth, Karta and Manager of A. D. Sheth (H.U.F.) and Others hereinafter called the First Owners, Shri. Jatin Manubhai Sheth, Karta and Manager of M. A. Sheth (H.U.F.) and Others, hereinafter called the Second Owners, Shri. Narendra Amritlal Sheth, Karta and Manager of N. A. Sheth (H.U.F.) and Other hereinafter called the Third Owners, Shri. Jitendra Amritlal Sheth, Karta and Manager of J. A. Sheth (H.U.F.) and Other, hereinafter called the Fourth Owners and Shantaben Manubhai Sheth and Rama Narendra Sheth and Others hereinafter called the Fifth Owners, all the Owners of First to Fifth Part hereinafter collectively called "the Owners" of the First Part AND M/S. NAHAR ENTERPRISES as the Builders of the Second Part AND MR. KUMAR SWAPNIL AND MRS. SWATI SWAPNIL KUMAR as the Flat Purchasers of the Third Part
- 2005 to 2006 : Nil
- 2007 : Declaration dtd. 10th September, 2007 registered under SL. No. BDR-13/7071/2007 on 10.09.2007 with Sub-Registrar of Assurances Kurla-3 executed by M/S. NAHAR ENTERPRISES through Partner SHRI. SUKHRAJ B. NAHAR.
- 2007 : Declaration dtd. 10th September, 2007 registered under SL. No. BDR-13/7073/2007 on 10.09.2007 with Sub-Registrar of Assurances Kurla-3 executed by M/S. NAHAR ENTERPRISES through Partner SHRI. SUKHRAJ B. NAHAR in respect of land at Village Chandivali.
- 2008 to 2014 : Nil
- 2015 : Reconveyance dtd. 31st December, 2015 registered under SL. No. KRL-3/8898/2015 on 31.12.2015 with Sub-Registrar of Assurances Kurla-3, executed by NAHAR BUILDERS LTD. through Director SUKHRAJ NAHAR through POA Holder MAHESH C. PRADHAN in favour of HOUSING DEVELOPMENT FINANCE CORPORATION LTD. through authorized signatory SATISH BAJIRAO DESHPANDEY for reconveyance of Mortgage Deed registered under SL. No. BDR-13/6494/2003 dtd. 14.07.2003.
- 2016 to 2024 : Nil



SCHEDULE

Flat No. 304, adm. 854 Sq. ft. BUA, on the 3rd floor, alongwith Open Car Parking, in the Bldg. No. R-2/9, known as "ZINNIA" in "ZINNIA R-2 SECTOR CO-OP. HSG. SOC. LTD.", constructed on All that piece and parcel of land or ground situated lying and being at Chandivli in Brihanmumbai L Ward and bearing the following CTS Nos. 28A/3, 29 (pt), 30A/1(pt) and 50 (pt) or thereabout at Village Chandivli, Sector R-2, Taluka Kurla at Mumbai Suburban District.

Yours faithfully,

For San jurist



Adv. Sandhya Y. Memon
Proprietress

Encl. : Challan MTR Form No. 6 GRN No.MH005493071202425E dtd. 20.07.2024.