**Annexure-B**

**Report of Investigation of Title in respect of immovable Property**

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

**SBI/1449-2**

|  |  |  |  |
| --- | --- | --- | --- |
| **1** |  | Name of the Branch/ Business Unit/Office seeking opinion. | **State Bank of India, IFB Malad Branch** |
|  | Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded. | **Letter of Engagement**  |
|  | Name of the Borrower. | **Morrill And Greenwood Developers Private Limited** |
| **2** |  | Type of Loan |  |
|  | Type of property | **Unsold unit in completed project**  |
| **3.** |  | Name of the unit/concern/ company/person offering the property/ (ies) as security. | (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa in their individual capacity AND all present member of Association of Person (AOP) known as “Techniplex” |
|  | Constitution of the unit/concern/person/ body/authority offering the property for creation of charge. | **Individuals**  |
|  | State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.) | **Guarantor** |
| **4** | a. | Value of Loan (Rs. in crores) |  |
| **5** |  | Complete or full description of the immovable property (ies) offered as security including the following details. | Office Unit No. 702 admeasuring about 8,610.00 Square Feet of Carpet Area on the Seventh Floor of the Techniplex - I building in Techniplex Complex situated at Veer Savarkar Flyover, Goregaon (West) Mumbai - 400 104, constructed on Sub-Plot “C” bearing CTS No. 928A, 928A/1 to 24 of Village Pahadi Goregaon (West) & CTS No. 1390, 1390A, 1390/1 to 11 of Village Malad (S), and Old CTS No. 73-D, 73-D/10, 73-D/11-B, 73-D/12 to 17 & New CTS No. 73-A/D of Village Chinchavli at Goregaon (W), Taluka Borivali, District Mumbai Suburban District |
|  | Survey No. | Sub-Plot “C” bearing CTS No. 928A, 928A/1 to 24 of Village Pahadi Goregaon (West) & CTS No. 1390, 1390A, 1390/1 to 11 of Village Malad (S), and Old CTS No. 73-D, 73-D/10, 73-D/11-B, 73-D/12 to 17 & New CTS No. 73-A/D of Village Chinchavli |
|  | Door/House no. (in case of house property) | Unit No. 702 on the 7th floor of the building known as “Techniplex-I” (Building No. 4 as per Occupation Certificate) in the complex known as Techniplex Complex, situated at Techniplex Complex, Veer Savarkar Flyover, Off S.V. Road, Goregaon (W), Mumbai- 400 104 |
|  | Extent/ area including plinth/ built up area in case of house property | Admeasuring 8,610.00 Square Feet of Carpet Area |
|  | Locations like name of the place, village, city, registration, sub-district etc. Boundaries. | Village Village Pahadi Goregaon (West), Malad (S), and Chinchavli at Goregaon (W), Taluka Borivali, District Mumbai Suburban District |
| **6** |  | 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 | 01.12.2022 | Deed of Reconstitution dated 01.12.2022 executed between (1) Shri Hussein Abdul Karim Balwa, therein as Continuing Member No.1, (2) Shri. Ismail Abdul Karim Balwa, therein as Continuing Member No.2 (3) Shri Umar Abdul Karim Balwa, therein as Continuing Member No.3 and collectively referred to as Continuing Members AND (1) Mrs. Sakina Abdul Karim Balwa (2) Mrs. Mariam Ashfaq Selia (3) Mrs. Safika Sayeed Patel (4) Mrs. Shamim Suleman Hafizi, therein collectively referred to as Retiring Members. | Photocopy | Photocopy Scrutinized by us |
| 2 | 16.05.2012 | Agreement Modifying the terms of Articles of Association of Persons dated 16.05.2012 executed between (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa (4) Mrs. Sakina Abdul Karim Balwa (5) Mrs. Mariam Ashfaq Selia (6) Mrs. Safika Sayeed Patel (7) Mrs. Shamim Suleman Hafizi. | Photocopy | Photocopy Scrutinized by us |
| 3 | 08.08.2010 | Articles of Agreement of Association of Persons dated 08.08.2010, executed between (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa (4) Mrs. Sakina Abdul Karim Balwa (5) Mrs. Mariam Ashfaq Selia (6) Mrs. Safika Sayeed Patel (7) Mrs. Shamim Suleman Hafizi | Photocopy | Photocopy Scrutinized by us |
| 4 | 30.01.2007 | Declaration dated 30.01.2007 executed by (1) Mr. Abdul Karim Ebrahim Balwa (2) Shri Hussein Abdul Karim Balwa, (3) Shri. Ismail Abdul Karim Balwa, (4) Shri Umar Abdul Karim Balwa | Photocopy | Photocopy Scrutinized by us |
| 5 | 31.03.2022 | Deed of Release dated 31.03.2022 executed between Mrs. Safika Sayeed Patel, therein as Releasor and Mr. Umar Abdul Karim Balwa, therein as Releasee, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/7769/2022 at Borivali-6. **(3.130% shares out of 37.50%)** | Photocopy | Photocopy Scrutinized by us |
| 6 | 06.04.2022 | Registration Receipt No. 8516 dated 06.04.2022 for Rs. 4,500/- in the name of Mr. Umar Abdul Karim Balwa. | Photocopy | Photocopy Scrutinized by us |
| 7 | 25.03.2022 | Power of Attorney dated 25.03.2022 executed by Mrs. Safika Sayeed Patel D/o Late Abdul Karim Ebrahim Balwa in favour of Mr. Ismail Abdul Karim Balwa, duly attested by Consulate General of India, Houston, with power to execute Deed of Release  | Photocopy | Photocopy Scrutinized by us |
| 8 | 06.04.2022 | Declaration dated 06.04.2022 by Mr. Ismail Abdul Karim Balwa declaring that Power of Attorney dated 25.03.2022 given by Mrs. Safika Sayeed Patel is not cancelled and none of the person stated in the said Power of Attorney are died. | Photocopy | Photocopy Scrutinized by us |
| 9 | 04.03.2022 | Deed of Release dated 04.03.2022 executed between (1) Mrs. Sakina Abdul Karim Balwa and (2) Mrs. Shamim Suleman Hafizi, therein as Releasors and (1) Mr. Ismail Abdul Karim Balwa and (2) Mr. Umar Abdul Karim Balwa, therein as Releasees, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/4643/2022 at Borivali-6. **(6.260% shares out of 37.50%)** | Photocopy | Photocopy Scrutinized by us |
| 10 | 04.03.2022 | Registration Receipt No. 5103 dated 04.03.2022 for Rs. 4,400/- in the name of Mr. Ismail Abdul Karim Balwa. | Photocopy | Photocopy Scrutinized by us |
| 11 | 31.03.2022 | Deed of Release dated 31.03.2022 executed by Mrs. Mariam Ashfak Selia therein as Releasor and (1) Mr. Ismail Abdul Karim Balwa and (2) Mr. Umar Abdul Karim Balwa, therein as Releasees, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/7770/2022 at Borivali-6 **(3.130% shares out of 37.50%)** | Photocopy | Photocopy Scrutinized by us |
| 12 | 06.04.2022 | Registration Receipt No. 8517 dated 06.04.2022 for Rs. 4,600/- in the name of Mr. Ismail Abdul Karim Balwa. | Photocopy | Photocopy Scrutinized by us |
| 13 | 25.03.2022 | Power of Attorney dated 25.03.2022 executed by Mrs. Mariam Ashfak Selia in favour of Mr. Ismail Abdul Karim Balwa, duly attested by Consulate General of India, Houston, with power to execute Deed of Release  | Photocopy | Photocopy Scrutinized by us |
| 14 | 06.04.2022 | Declaration dated 06.04.2022 by Mr. Ismail Abdul Karim Balwa declaring that Power of Attorney dated 25.03.2022 given by Mrs. Mariam Ashfak Selia is not cancelled and none of the person stated in the said Power of Attorney are died. | Photocopy | Photocopy Scrutinized by us |
| 15 | 09.03.2022 | Deed of Release dated 09.03.2022 executed by (1) Mr. Hussein Abdul Karim Balwa, (2) Smt. Sufiya Suleman Balwa, (3) Mrs. Samira Rizwan Sura, (4) Mr. Samad Suleman Balwa, (5) Mr. Noormohammod Suleman Balwa, therein as Releasors and (1) Mr. Ismail Abdul Karim Balwa and (2) Mr. Umar Abdul Karim Balwa, therein as Releasees, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/4999/2022 at Borivali-6 **(12.480% shares out of 37.50%)** | Photocopy | Photocopy Scrutinized by us |
| 16 | 09.03.2022 | Registration Receipt No. 5503 dated 09.03.2022 for Rs. 4,400/- in the name of Mr. Ismail Abdul Karim Balwa. | Photocopy | Photocopy Scrutinized by us |
| 17 | 03.06.2016 | Death Certificate dated 03.06.2016 issued by Heath Department, Municipal Corporation of Greater Mumbai in respect of Mr. Abdul Karim Balwa died on 19.07.2010 | Photocopy | Photocopy Scrutinized by us |
| 18 | 05.10.2015 | Death Certificate dated 05.10.2015 issued by Heath Department, Lonavala Municipal Council in respect of Mr. Suleman Abdul Karim Balwa died on 10.09.2015 | Photocopy | Photocopy Scrutinized by us |
| 19 | 30.12.2010 | Conveyance deed dated 30.12.2010, executed between (1) Mr. Mustufa Siddik Kojar, (2) Mr. Hujefa Siddik Kojar (3) Mr. Ashfaq Siddik Kojar (4) Mrs. Nazifa M Saleh (5) Mrs. Aasifa Shahid Kadiwal (6) Mrs. Latifa Juned Palsani (7) Mr. Abdullah Valimohamed Kojay (8) Mr. Bashir Valimohamed Kojay (9) Mr. Issaq Valimohamed Kojay (10) Mr. Ahmedullah Valimohamed Kojay (11) Mr. Ayub Valimohamed Kojay (12) Mrs. Hawa Mohammed Sunasra (13) Mrs. Jainab Ilyas Mehsania (14) Mrs. Fatima Atikurehman Kadiwal (15) Mrs. Kuver Yusuf Kojar (16) Mr. Aboobaker Yusuf Kojar (17) Mr. Kayum Yusuf Kojar (18) Mr. Ismail Yusuf Kojar (19) Mr. Rafik Yusuf Kojar (20) Mr. Muslim Yusuf Kojar (21) Mrs. Hamida Haroon Sasla (22) Bilkis Idris Balsania (23) Mr. Haris Yusuf Kojar, therein as Vendors and (1) Mr. Hussein Abdul Karim Balwa (2) Mr. Ismail Abdul Karim Balwa and (3) Mr. Umar Abdul Karim Balwa, therein as Purchasers, duly registered with the Sub-Registrar of Assurances Mumbai under Serial No. BDR 12-3379/2011 at Borivali-6. **(3.75%)** | Photocopy | Photocopy Scrutinized by us |
| 20 | 28.04.2011 | Registration Receipt No. 3390 dated 28.04.2011 for Rs. 32,900/- in the name of Mr. Umar Abdul Karim Balwa. | Photocopy | Photocopy Scrutinized by us |
| 21 | 20.12.2010 | Power of Attorney dated 20.12.2010 executed by Mr. Hussesin Abdul Karim Balwa, and Mr. Umar Abdul Karim Balwa in favour of Mr. Ismail Abdul Karim Balwa | Photocopy | Photocopy Scrutinized by us |
| 22 | 29.04.2011 | Declaration dated 29.04.2011 by Mr. Ismail Abdul Karim Balwa declaring that Power of Attorney dated 20.12.2010 given by Mr. Hussesin Abdul Karim Balwa, and Mr. Umar Abdul Karim Balwa is not cancelled and none of the person stated in the said Power of Attorney are died. | Photocopy | Photocopy Scrutinized by us |
| 23 | 20.07.2005 | Conveyance Deed dated 20.07.2005 executed between (1) Siddik Valimohamed Kojar, (2) Abdullah Valimohamed Kojar (3) Bashir Valimohamed Kojar, (4) Issaq Valimohamed Kojar, (5) Ahmedullah Valimohamed Kojar, (6) Ayub Valimohamed Kojar, (7) Hawa Mohammed Sunasra, (8) Jainab Ilyas Mehsania, (9) Fatima Atikurehman Kadiwal, (10) Kuver Yusuf Kojar, (11) Aboobaker Yusuf Kojar, (12) Kayum Yusuf Kojar, (13) Ismail Yusuf Kojar, (14) Rafik Yusuf Kojar, (15) Muslim Yusuf Kojar, (16) Hamida Haroon Sasla, (17) Bilkis Idris Balsania and (18) Haris Yusuf Kojar , therein as Vendors and Mr. Umar Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-10/4248/2005 at Borivali-4. **(3.75%)** | Photocopy | Photocopy Scrutinized by us |
| 24 | 29.07.2005 | Registration Receipt No. 4268 dated 29.07.2005 for Rs. 3,490/- in the name of Mr. Umar Abdul Karim Balwa. | Photocopy | Photocopy Scrutinized by us |
| 25 | 20.07.2005 | Irrevocable Power of Attorney dated 20.07.2005 executed by (1) Siddik Valimohamed Kojar, (2) Abdullah Valimohamed Kojar (3) Bashir Valimohamed Kojar, (4) Issaq Valimohamed Kojar, (5) Ahmedullah Valimohamed Kojar, (6) Ayub Valimohamed Kojar, (7) Hawa Mohammed Sunasra, (8) Jainab Ilyas Mehsania, (9) Fatima Atikurehman Kadiwal, (10) Kuver Yusuf Kojar, (11) Aboobaker Yusuf Kojar, (12) Kayum Yusuf Kojar, (13) Ismail Yusuf Kojar, (14) Rafik Yusuf Kojar, (15) Muslim Yusuf Kojar, (16) Hamida Haroon Sasla, (17) Bilkis Idris Balsania and (18) Haris Yusuf Kojar , in favor of Mr. Bashir Valimohaned Kojar, with right to execute conveyance.  | Photocopy | Photocopy Scrutinized by us |
| 26 | 17.07.2000 | Conveyance Deed dated 17.07.2000 executed between (1) Mr. Mohammed Hussain Habib Kojar, (2) Mr. Abbas Habib Kojar, (3) Mr. Haroon Habib Kojar and (4) Mrs. Kulsum Isaq, therein as Vendors and Mr. Ismail Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-2/3142/2005 at Mumbai. **(3.75%)** | Photocopy | Photocopy Scrutinized by us |
| 27 | 17.07.2000 | Conveyance Deed dated17.07.2000 executed between (1) Mr. Usman Gulam, (2) Mrs. Ayesha Abdullah, (3) Mrs. Hoori Ismail, (4) Mrs. Zubeda Abbas, (5) Mrs. Saira Usman, (6) Mr. Azizur Rehman Dawood Kojar, (7) Mr. Mehboob Dawood Kojar, (8) Mr. Mohamm Dawood Kojar, (9) Mr. Abdullah Dawood Kojar, (10) Mr. Imtiaz Dawood Kojar, (11) Mrs. Siddika Bilal Palsani, (12)Mrs. Rasida Mustufa Kadiwal, (13)Mrs. Hanifa Adam Kojar, (14) Mr. Farooq Adam Kojar, (15) Mr. Salim Adam Kojar, (16) Mrs. Khadija Juber Kojar, (17) Mrs. Rukaiya Isamohammed Saleh and (18) Mrs. Jovariya Irfan Sunesra, therein as Vendors and Mr. Ismail Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-2/3141/2000 at Mumbai. **(3.75%)** | Photocopy | Photocopy Scrutinized by us |
| 28 | 05.11.1999 | Conveyance Deed dated 05.11.1999 executed between (1) Yasin Abdul Kojar, (2) Yakub Abdul Rahim Kojar, (3) Hajara Abdullah Mukhi, (4) Habiba Ayub Balsania, (5) Salma Abdul Razak Mukhi, (6) Amina Hamid Sunesra, (7) Mrs. Ruqalya Hanif Kojar, (8) Anis Hanif Kojar, (9) Sajid Hanif Kojar and (10) Naseem Rizwan Palsani, therein as Vendors and Mr. Ismail Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-2/4689/1999 at Borivali. **(3.75%)** | Photocopy | Photocopy Scrutinized by us |
| 29 | 26.04.1995 | Conveyance Deed dated 26.04.1995 executed between (1) Yusuf Haji Suleman Kojar and (2) Abdullah Haji Suleman Kojar, therein as Vendors and Mr. Ismail Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-2/1753/1995 at Mumbai. **(2.7342%)** | Photocopy | Photocopy Scrutinized by us |
| 30 | 26.04.1995 | Conveyance Deed dated 26.04.1995 executed between Aysha Widow of Haji Suleman Kojar, therein as Vendor and Mr. Ismail Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. PBDR-2/1752/1995 at Mumbai. **(0.7818%)** | Photocopy | Photocopy Scrutinized by us |
| 31 | 26.04.1995 | Conveyance Deed dated 26.04.1995 executed between, (1) Mrs. Zulekha Abbas Kojar, (2) Mrs. Hafsa Idris Sunasra, (3) Miss. Sufia D/o Late Haji Suleman Kojar and (4) Mrs. Johra Umar Balsania, therein as Vendors and Mr. Umar Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-2/1751/1995 at Mumbai. **(2.7340%)** | Photocopy | Photocopy Scrutinized by us |
| 32 | 11.07.1986 | Memorandum of Family Arrangement dated 11.07.1986 between 1) Abdul Karim Ebrahim Balwa, 2) Smt. Sakina Abdul Karim Balwa,3) Shri. Suleman Abdul Karim Balwa, 4) Smt. Sufia Suleman Balwa,5) Shri. Hussein Abdul Karim Balwa, 6) Salma Hussein Balwa,7) Ismail Abdul Karim Balwa,8) Smt. Saleha Ismail Balwa,9) Shri. Umar Abdul Karim Balwa,10) Miss. Mariam Abdul Karim Balwa,11) Miss. Safika Abdul Karim Balwa, (parties from first to eleventh are collectively referred to as **“A.K. Family”**) 12) Shri. Ismail Janmohmed Balwa,13) Smt. Huribai Ismail Balwa,14) Shri. Mohmed Hanif Ismail Balwa, 15) Smt. Sufia Mohmed Hanif Balwa,16) Shri. Abdul Rehman Ismail Balwa,17) Master Mohmed Yasin Ismail Balwa, through his natural guardian Mr. Ismail Janmohmed, 18) Master Javed Ismail Balwa through his natural guardian Mr. Ismail Janmohmed, 19) Mrs. Siddika Abbas Bhola Alias Miss Siddika Ismail Balwa, 20) Miss. Rafika Ismail Balwa, (parties from Twelfth to Twentieth are collectively referred to as **“I.J. Family”**) 21) Smt. Aminabai Jiva, 22) Yusuf Jahamohmed Balwa, 23) Kulsum Yusuf Balwa, 24) Isaq Yusuf Balwa,25) Master Asif Yusuf Balwa through natural guardian Yusuf Jahamohmed Balwa, 26) Master Mohmed Yusuf Balwa through natural guardian Yusuf Jahamohmed Balwa, 27) Miss. Salma Yusuf Balwa through natural guardian Yusuf Jahamohmed Balwa, 28) Miss Imarana Yusuf Balwa through natural guardian Yusuf Jahamohmed Balwa, (parties from Twenty First to Twenty Eighth are collectively referred to as **“Y.J. Family”**) 29) Smt. Nooribai Ebrahim Balwa, 30) Shri. Usman Ebrahim Balwa, 31) Smt. Sakina Usman Balwa, 32) Master Salim Usman Balwa through natural guardian Mr. Usman Balwa, 33) Master Sahid Usman Balwa through natural guardian Mr. Usman Balwa, (parties from Twenty Ninth to Thirty Third are collectively referred to as **“U.E. Family”**) 34) Shri. Gulam Rasool Dawood Patel AND 35) Master Abdul Rehman Abdulkhalik through guardian Abdulkhalik Nasiruddin, duly Registered with Sub-Registrar of Assurance bearing No. BBE/1748/1986 at Mumbai. | Photocopy | Photocopy Scrutinized by us |
| 33 | 11.05.1951 | Indenture of Conveyance dated 11.05.1951 executed between Jivatlal Pratapshi, therein as Vendor and (1) Ismail Janmahomed Balwa, (2) Abdulkarim Ibrahim Balwa, (3) Ibrahim Salehmahomed Kojar and (4) Suleman Rajmahomed Kojar, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BOM/3021/1951 at Mumbai. | Photocopy | Photocopy Scrutinized by us |
| 34 |  | Property Card extract bearing CTS No. 1390,1390-A,1390/1 to 11 of Village Malad(S) duly mutated in the name of Mr. Ismail Janmohmed Balwa and Others. | Photocopy | Photocopy Scrutinized by us |
| 35 | 22.04.2019 | Property Card Extracts bearing CTS No. 928-A of Village Pahadi Goregaon(W), Taluka Goregaon duly mutated in the name of (1) Mr. Abdul Karim Ebrahim Balwa-37.5% (2) Mr. Hussein Abdul Karim Balwa-37.5% (3) Mr. Ismail Abdul Karim Balwa -14.766% and (4) Mr. Umar Abdul Karim Balwa- 10.234% | Photocopy | Photocopy Scrutinized by us |
| 36 |  | Property Card Extracts bearing CTS No. 928A-1 of Village Pahadi Goregaon(W), Taluka Goregaon duly mutated in the name of (1) Mr. Abdul Karim Ebrahim Balwa-37.5% (2) Mr. Hussein Abdul Karim Balwa-37.5% (3) Mr. Ismail Abdul Karim Balwa -14.766% and (4) Mr. Umar Abdul Karim Balwa- 10.234% | Photocopy | Photocopy Scrutinized by us |
| 37 |  | Property Card Extracts bearing CTS No. 928A-15 of Village Pahadi Goregaon(W), Taluka Goregaon duly mutated in the name of (1) Mr. Abdul Karim Ebrahim Balwa-37.5% (2) Mr. Hussein Abdul Karim Balwa-37.5% (3) Mr. Ismail Abdul Karim Balwa -14.766% and (4) Mr. Umar Abdul Karim Balwa- 10.234% | Photocopy | Photocopy Scrutinized by us |
| 38 | 09.02.2019 | Property Card extracts bearing New CTS No. 73-A/D of Village Chincholi, Taluka Malad, duly mutated in the name of (1) Mr. Abdul Karim Ebrahim Balwa (2) Mr. Hussein Abdul Karim Balwa (3) Mr. Ismail Abdul Karim Balwa and (4) Mr. Umar Abdul Karim Balwa as per Mutation Entry no. 105 dated 03.12.2008. | Photocopy | Photocopy Scrutinized by us |
| 39 | 19.01.1990 | Consent Terms dated 19.01.1990 in Suit No. 1490 of 1989 in the matter of Mohamed Hussain Habib Vs. Ismail Jan Mohamed & Others  | Photocopy | Photocopy Scrutinized by us |
| 40 | 23.01.2024 | Leave and License Agreement dated 23.01.2024 executed between Techniplex, an Association of Persons through authorized representative Mr. Ismail A.K. Balwa, therein as Licensor and PNB MetLife India Insurance Company Limited by its authorized signatory Mr. Ganesh Bhandari, therein as Licensee, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/1748/2024 at Borivali-6 | Photocopy | Photocopy Scrutinized by us |
| 41 | 23.01.2024 | Registration Receipt No. 1927 dated 23.01.2024 for Rs. 2,400/- in the name of Techniplex. | Photocopy | Photocopy Scrutinized by us |
| 42 | 21.11.2009 | Part Occupancy Certificate bearing No. CHE/9299/BP(WS)/AP dated 21.11.2009 issued by Municipal Corporation of Greater Mumbai in respect of building comprising of **Basement+ 4th floor+7th floor+8th floor+9th floor** of Commercial I.T. Office Building No. 4 on sub-Plot ‘C’ bearing CTS No. 928-A,928-A/1 to 24 of Village Pahadi Goregaon & CTS No. 1390,1390-A, 1390/1 to 11 of Village Malad(S), Old CTS No. 73-D, 73-D/10, 73-D/11-B, 73-D/12 to 17 of Village Chincholi at Goregaon (W), Mumbai. | Photocopy | Photocopy Scrutinized by us |
| 43 | 21.11.2009 | OC Plan of 7th Floor bearing No. CHE/9299/BP(WS)/AP dated 21.11.2009 issued by Municipal Corporation of Greater Mumbai. | Photocopy | Photocopy Scrutinized by us |
| 44 | 09.07.2014 | Building Completion Certificate bearing No. CHE/9299/BP(WS)/AP dated 09.07.2014 issued by Municipal Corporation of Greater Mumbai. | Photocopy | Photocopy Scrutinized by us |
| 45 | 13.08.2024 | Invoice towards CAM Charges (taxable sully) dated 13.08.2024 issued by Techniplex Complex Private Limited in respect of Unit No. 701 & 702 on 7th Floor in name of Techniplex | Photocopy | Photocopy Scrutinized by us |
| 46 | 13.08.2024 | Invoice towards CAM Charges (non-taxable sully) dated 13.08.2024 issued by Techniplex Complex Private Limited in respect of Unit No. 701 & 702 on 7th Floor in name of Techniplex | Photocopy | Photocopy Scrutinized by us |
| 47 | 03.06.2024 | Electricity Bill dated 03.06.2024 issued in the name of Techniplex in respect of unit No. 702, Techniplex-I | Photocopy | Photocopy Scrutinized by us |
| 48 | 01.03.2019 | Share Certificate No. 99 dated 01.03.2019 issued by Techniplex Comple Limited for 25366 equity shares of Rs. 10/- each bearing distictive nos from 129382 to 154747 (both inclusive) issued in name of Techniplex (AOP) through its members (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa (4) Mrs. Sakima A. Balwa (6) Mrs. Mariam A. Selia (7) Mrs. Safika S. Patel | Photocopy | Photocopy Scrutinized by us |
| **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 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) | No  |
| 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, the matter should be handled more diligently & cautiously). | Not Applicable  |
| **8** |  | 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? | Yes, from the year 2002 |
|  | If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard. | Yes  |
|  | 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  |
|  |  | Whether proper registration of documents completed. Details thereof to be provided. | Yes. As per 6(b) above |
| **9** |  | Property offered as security falls within the jurisdiction of which sub-registrar office? | Borivali |
|  | 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 offices? | Yes |
|  | Whether search has been made at all the offices named at (b) above? | Yes  |
|  | 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 | No  |
| **10** | a | 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. | As per Flow of Title attached herewith. |
| 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. | Not Applicable |
| **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.) | Ownership Rights |
|  |  |  |
|  | **If Ownership Rights,** |  |
| a | Details of the Conveyance Documents | Yes. As per 6(b) above |
| b | Whether the document is properly stamped. | Yes  |
| c | Whether the document is properly registered. | Yes  |
|  |  |  |
|  | **If leasehold, whether;** | Not Applicable |
| a | The Lease Deed is duly stamped and registered | Not Applicable |
| b | The 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;** | Not Applicable |
| a | grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions? | Not Applicable |
| b | the mortgagor is competent to create charge on such property? | Not Applicable |
| c | 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;** | Not Applicable |
| a | Such right is heritable and transferable, | Not Applicable |
| b | Mortgage can be created. | Not Applicable |
| **12** |  | Has the property been transferred by way of Gift/Settlement Deed | 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 |
| d | Whether there is any restriction on the Donor in executing the gift/settlement deed in question? | Not Applicable |
| e | The Gift/Settlement Deed transfers the property to Donee; | Not Applicable |
| f | Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions? | Not Applicable |
| g | Whether the Donee is in possession of the gifted property? | Not Applicable |
|  | h | 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 |
|  | i. | 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 deed | No |
| 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? | No |
| 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 | No  |
|  | 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 | Where the property is a HUF/joint family property? | Not Applicable |
| b | Whether 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? | 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 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** | No  |
| 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 special enactments or other regulations having a bearing on the security creation/mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)? | No  |
| b | Additional aspects relevant for investigation of title as per local laws. | Not Applicable |
| 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 lis-pendence notice found in search. One concluded litigation as per flow of title. |
| b | If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? | No |
| 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? | AOP is formed by the owners and they have converted the entire property into stock-in-trade of AOP.  |
| b | Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws? | As above. No formal conveyance deed is executed by owners in favor of AOP. |
| c | Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm? | All existing members of AOP should join as party to the mortgage |
| **23** | a | Whether the property belongs to a Limited Company, check the Board resolution, authorisation 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. | No |
|  | 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 the vendee company (purchaser)? | Not Applicable |
|  | b/3 | Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? | 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 borrow 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 during the period of search? | Yes. Deed of Release dated 31.03.2022 was executed by Releasor through POA vide Power of Attorney dated 25.03.2022 executed by Mrs. Safika Sayeed Patel D/o Late Abdul Karim Ebrahim Balwa in favour of Mr. Ismail Abdul Karim Balwa, duly attested by Consulate General of India, Houston, with power to execute Deed of Release. Deed of Release dated 31.03.2022 was executed by Releasor through POA vide Power of Attorney dated 25.03.2022 executed by Mrs. Mariam Ashfak Selia in favour of Mr. Ismail Abdul Karim Balwa, duly attested by Consulate General of India, Houston, with power to execute Deed of Release.Conveyance deed dated 30.12.2010 was executed by Vendors through POA vide Irrevocable Power of Attorney dated 20.07.2005 executed by (1) Siddik Valimohamed Kojar, (2) Abdullah Valimohamed Kojar (3) Bashir Valimohamed Kojar, (4) Issaq Valimohamed Kojar, (5) Ahmedullah Valimohamed Kojar, (6) Ayub Valimohamed Kojar, (7) Hawa Mohammed Sunasra, (8) Jainab Ilyas Mehsania, (9) Fatima Atikurehman Kadiwal, (10) Kuver Yusuf Kojar, (11) Aboobaker Yusuf Kojar, (12) Kayum Yusuf Kojar, (13) Ismail Yusuf Kojar, (14) Rafik Yusuf Kojar, (15) Muslim Yusuf Kojar, (16) Hamida Haroon Sasla, (17) Bilkis Idris Balsania and (18) Haris Yusuf Kojar , in favor of Mr. Bashir Valimohaned Kojar, with right to execute conveyance, and Power of Attorney dated 20.12.2010 executed by Mr. Hussesin Abdul Karim Balwa, and Mr. Umar Abdul Karim Balwa in favour of Mr. Ismail Abdul Karim Balwa. |
|  | 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 ProprietaryConcerns 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). | 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? | No. copy annexed with registered Deed |
|  |  | **ii)** Whether the POA is a registered one?  | Yes. Some are only notorised |
|  |  | **iii)** Whether the POA is a special or general one? | Special  |
|  |  | **iv)** Whether the POA contains a specific authority for execution of title document in question? | 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?) | No revocation entry found in search and Declaration to that effect is annexed with registered Deed. |
|  | g | Please comment on the genuineness of POA? | Genuine  |
|  | h | The unequivocal opinion on the enforceability and validity of the POA. | Valid and enforceable  |
| **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. | Not Applicable |
| **27** | **I.** | **If the property is a flat/apartment or residential/commercial complex** | **Unsold unit in completed project** |
|  | a | Developer’s/Land owner’s title to the land/ building; | Clear  |
|  | b | Development Agreement/Power of Attorney; | Not Applicable |
|  | c | Extent of authority of the Developer/builder; | To develop and sale  |
|  | d | Independent title verification of the Land and/or building in question; | Yes  |
|  | e | Agreement for sale (duly registered); | Promoter offering unsold unit in completed project.  |
|  | f | Payment of proper stamp duty; | Not Applicable |
|  | 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 found in search  |
|  | j | Occupancy Certificate/allotment letter/letter of possession; | Part Occupancy Certificate bearing No. CHE/9299/BP(WS)/AP dated 21.11.2009 |
|  | k | Membership details in the Society etc.; | Member of Techniplex Comple Limited |
|  | l | Share Certificates; | Share Certificate No. 99 dated 01.03.2019 issued by Techniplex Comple Limited for 25366 equity shares of Rs. 10/- each bearing distictive nos from 129382 to 154747 (both inclusive) issued in name of Techniplex (AOP) through its members (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa (4) Mrs. Sakima A. Balwa (6) Mrs. Mariam A. Selia (7) Mrs. Safika S. Patel |
|  | m | No Objection Letter from the Society; | NOC from Techniplex Comple Limited |
|  | n | All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co­operative Societies’ Laws etc.; | Yes  |
|  | o | Requirements, for noting the Bank charges on the records of the Housing Society, if any; | Not Applicable |
|  | p | If the property is a vacant land and construction is yet to be made, approval of lay­out 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. | As per OC Plan dated 21.11.2009, there is no specific Unit number mentioned for the 7th Floor Plan. However, it appears that said 7th Floor is divided into several units. Bank to take on record O.C. Plan dated 21.11.2009, with clear demarcation of said Unit No. 702. |
|  | II. A | Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016? Y/N. | No  |
|  | II. B | Whether the project is registered with the Real Estate Regulatory 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 Developer 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. | No encumbrance found in search  |
| **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. | Period – From 1995 to 2024 |
| **30** |  | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy? | Not Applicable |
| **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? | No notice of the pendency of any proceedings by Income Tax Department is produced to us. Declaration by mortgagor to this effect should be taken on record. In case of any pending proceedings, Certificate U/s 281 of the Income Tax Act, 1961 to be obtained. |
| **32** | a | Details of RTC extracts/mutation extracts/ Katha extract 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 as per approved plan |
|  | 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 accessible through normal carriers to transport goods to factories/houses, as the case may be). | Yes  |
| **34** | a | Whether the property can be identified from the following documents:  |  |
|  |  | a) Document in relation to electricity connection;  | Yes  |
|  |  | b) Document in relation to water connection;  | Not Applicable |
|  |  | c) Document in relation to Sales Tax Registration, if any applicable;  | Not Applicable |
|  |  | d) other utility bills, if any. | Maintenance Bill  |
|  | b | Discrepancy/doubtful circumstances, if any revealed on such scrutiny? | Not Applicable |
| **35** | a | Whether the documents i.e. Valuation report/approved sanction plan reflect/indicate any difference/discrepancy in the boundaries in relation to the Title Document/other document. (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 the same). | Valuation Report may be referred  |
| **36** | a | Whether the Bank will be able to enforce SARFAESI 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 | Original title deeds as per Annexure-C should be taken on record. |
|  | 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. | Registered Mortgage recommended  |
| **38** |  | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security. | Bank to take on record certificate from Valuer/ Architects in respect of Area of Unit No. 702 on the 7th Floor as O.C. Plan dated 21.11.2009 and the same should be considered for mortgage.Upon creation of chare on captioned property, Bank to ensure that Intimation is given to Licensee - PNB MetLife India Insurance Company Limited in compliance of Clause 11.13 of the Leave and License Agreement dated 23.01.2024. |
| **39** |  | The specific persons who are required to create mortgage/to deposit documents creating mortgage. | (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa in their individual capacity AND all present member of Association of Person (AOP) known as “Techniplex” |

**Date: - 28.08.2024 For, The Legalist**

**Place: -Mumbai**

 **Advocate**

## Annexure-C-1: Certificate of title

**1.** I have examined the Copies of Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Registered** **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 **Registered Mortgage** is created, it will satisfy the requirements of creation of **Registered 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 are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **1995 to 2024** pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

**6.** 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.**

**7.** 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.**

**8.** The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower. **Morrill And Greenwood Developers Private Limited**.

**9.** I certify that **(1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa in their individual capacity AND all present member of Association of Person (AOP) known as “Techniplex”** have 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 **Registered Mortgage**, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

|  |  |
| --- | --- |
| **Sr. No** | **Particulars** |
| 1 | True Copy of Deed of Reconstitution dated 01.12.2022 executed between (1) Shri Hussein Abdul Karim Balwa, therein as Continuing Member No.1, (2) Shri. Ismail Abdul Karim Balwa, therein as Continuing Member No.2 (3) Shri Umar Abdul Karim Balwa, therein as Continuing Member No.3 and collectively referred to as Continuing Members AND (1) Mrs. Sakina Abdul Karim Balwa (2) Mrs. Mariam Ashfaq Selia (3) Mrs. Safika Sayeed Patel (4) Mrs. Shamim Suleman Hafizi, therein collectively referred to as Retiring Members. |
| 2 | True Copy of Agreement Modifying the terms of Articles of Association of Persons dated 16.05.2012 executed between (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa (4) Mrs. Sakina Abdul Karim Balwa (5) Mrs. Mariam Ashfaq Selia (6) Mrs. Safika Sayeed Patel (7) Mrs. Shamim Suleman Hafizi. |
| 3 | True Copy of Articles of Agreement of Association of Persons dated 08.08.2010, executed between (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa (4) Mrs. Sakina Abdul Karim Balwa (5) Mrs. Mariam Ashfaq Selia (6) Mrs. Safika Sayeed Patel (7) Mrs. Shamim Suleman Hafizi |
| 4 | True Copy of Declaration dated 30.01.2007 executed by (1) Mr. Abdul Karim Ebrahim Balwa (2) Shri Hussein Abdul Karim Balwa, (3) Shri. Ismail Abdul Karim Balwa, (4) Shri Umar Abdul Karim Balwa |
| 5 | True Copy of Leave and License Agreement dated 23.01.2024 executed between Techniplex, an Association of Persons through authorized representative Mr. Ismail A.K. Balwa, therein as Licensor and PNB MetLife India Insurance Company Limited by its authorized signatory Mr. Ganesh Bhandari, therein as Licensee, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/1748/2024 at Borivali-6 |
| 6 | True Copy of Registration Receipt No. 1927 dated 23.01.2024 for Rs. 2,400/- in the name of Techniplex |
| 7 | True Copy of Deed of Release dated 31.03.2022 executed between Mrs. Safika Sayeed Patel, therein as Releasor and Mr. Umar Abdul Karim Balwa, therein as Releasee, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/7769/2022 at Borivali-6. **(3.130% shares out of 37.50%)** |
| 8 | True Copy of Registration Receipt No. 8516 dated 06.04.2022 for Rs. 4,500/- in the name of Mr. Umar Abdul Karim Balwa. |
| 9 | True Copy of Deed of Release dated 04.03.2022 executed between (1) Mrs. Sakina Abdul Karim Balwa and (2) Mrs. Shamim Suleman Hafizi, therein as Releasors and (1) Mr. Ismail Abdul Karim Balwa and (2) Mr. Umar Abdul Karim Balwa, therein as Releasees, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/4643/2022 at Borivali-6. **(6.260% shares out of 37.50%)** |
| 10 | True Copy of Registration Receipt No. 5103 dated 04.03.2022 for Rs. 4,400/- in the name of Mr. Ismail Abdul Karim Balwa. |
| 11 | True Copy of Deed of Release dated 31.03.2022 executed by Mrs. Mariam Ashfak Selia therein as Releasor and (1) Mr. Ismail Abdul Karim Balwa and (2) Mr. Umar Abdul Karim Balwa, therein as Releasees, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/7770/2022 at Borivali-6 **(3.130% shares out of 37.50%)** |
| 12 | True Copy of Registration Receipt No. 8517 dated 06.04.2022 for Rs. 4,600/- in the name of Mr. Ismail Abdul Karim Balwa. |
| 13 | True Copy of Deed of Release dated 09.03.2022 executed by (1) Mr. Hussein Abdul Karim Balwa, (2) Smt. Sufiya Suleman Balwa, (3) Mrs. Samira Rizwan Sura, (4) Mr. Samad Suleman Balwa, (5) Mr. Noormohammod Suleman Balwa, therein as Releasors and (1) Mr. Ismail Abdul Karim Balwa and (2) Mr. Umar Abdul Karim Balwa, therein as Releasees, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/4999/2022 at Borivali-6 **(12.480% shares out of 37.50%)** |
| 14 | True Copy of Registration Receipt No. 5503 dated 09.03.2022 for Rs. 4,400/- in the name of Mr. Ismail Abdul Karim Balwa. |
| 15 | True Copy of Conveyance deed dated 30.12.2010, executed between (1) Mr. Mustufa Siddik Kojar, (2) Mr. Hujefa Siddik Kojar (3) Mr. Ashfaq Siddik Kojar (4) Mrs. Nazifa M Saleh (5) Mrs. Aasifa Shahid Kadiwal (6) Mrs. Latifa Juned Palsani (7) Mr. Abdullah Valimohamed Kojay (8) Mr. Bashir Valimohamed Kojay (9) Mr. Issaq Valimohamed Kojay (10) Mr. Ahmedullah Valimohamed Kojay (11) Mr. Ayub Valimohamed Kojay (12) Mrs. Hawa Mohammed Sunasra (13) Mrs. Jainab Ilyas Mehsania (14) Mrs. Fatima Atikurehman Kadiwal (15) Mrs. Kuver Yusuf Kojar (16) Mr. Aboobaker Yusuf Kojar (17) Mr. Kayum Yusuf Kojar (18) Mr. Ismail Yusuf Kojar (19) Mr. Rafik Yusuf Kojar (20) Mr. Muslim Yusuf Kojar (21) Mrs. Hamida Haroon Sasla (22) Bilkis Idris Balsania (23) Mr. Haris Yusuf Kojar, therein as Vendors and (1) Mr. Hussein Abdul Karim Balwa (2) Mr. Ismail Abdul Karim Balwa and (3) Mr. Umar Abdul Karim Balwa, therein as Purchasers, duly registered with the Sub-Registrar of Assurances Mumbai under Serial No. BDR 12-3379/2011 at Borivali-6. **(3.75%)** |
| 16 | True Copy of Registration Receipt No. 3390 dated 28.04.2011 for Rs. 32,900/- in the name of Mr. Umar Abdul Karim Balwa. |
| 17 | True Copy of Conveyance Deed dated 20.07.2005 executed between (1) Siddik Valimohamed Kojar, (2) Abdullah Valimohamed Kojar (3) Bashir Valimohamed Kojar, (4) Issaq Valimohamed Kojar, (5) Ahmedullah Valimohamed Kojar, (6) Ayub Valimohamed Kojar, (7) Hawa Mohammed Sunasra, (8) Jainab Ilyas Mehsania, (9) Fatima Atikurehman Kadiwal, (10) Kuver Yusuf Kojar, (11) Aboobaker Yusuf Kojar, (12) Kayum Yusuf Kojar, (13) Ismail Yusuf Kojar, (14) Rafik Yusuf Kojar, (15) Muslim Yusuf Kojar, (16) Hamida Haroon Sasla, (17) Bilkis Idris Balsania and (18) Haris Yusuf Kojar , therein as Vendors and Mr. Umar Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-10/4248/2005 at Borivali-4. **(3.75%)** |
| 18 | True Copy of Registration Receipt No. 4268 dated 29.07.2005 for Rs. 3,490/- in the name of Mr. Umar Abdul Karim Balwa. |
| 19 | True Copy of Conveyance deed dated 02.05.2005, executed between Mrs. Fatima Umar Kojar and 8 others and Mr. Umar Abdul Karim Balwa, duly registered with the Sub-Registrar of Assurances Mumbai under Serial No. BDR 10-2461/2005 **(3.75%)** |
| 20 | True Copy of Conveyance Deed dated 17.07.2000 executed between (1) Mr. Mohammed Hussain Habib Kojar, (2) Mr. Abbas Habib Kojar, (3) Mr. Haroon Habib Kojar and (4) Mrs. Kulsum Isaq, therein as Vendors and Mr. Ismail Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-2/3142/2005 at Mumbai. **(3.75%)** |
| 21 | True Copy of Conveyance Deed dated17.07.2000 executed between (1) Mr. Usman Gulam, (2) Mrs. Ayesha Abdullah, (3) Mrs. Hoori Ismail, (4) Mrs. Zubeda Abbas, (5) Mrs. Saira Usman, (6) Mr. Azizur Rehman Dawood Kojar, (7) Mr. Mehboob Dawood Kojar, (8) Mr. Mohamm Dawood Kojar, (9) Mr. Abdullah Dawood Kojar, (10) Mr. Imtiaz Dawood Kojar, (11) Mrs. Siddika Bilal Palsani, (12)Mrs. Rasida Mustufa Kadiwal, (13)Mrs. Hanifa Adam Kojar, (14) Mr. Farooq Adam Kojar, (15) Mr. Salim Adam Kojar, (16) Mrs. Khadija Juber Kojar, (17) Mrs. Rukaiya Isamohammed Saleh and (18) Mrs. Jovariya Irfan Sunesra, therein as Vendors and Mr. Ismail Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-2/3141/2000 at Mumbai. **(3.75%)** |
| 22 | True Copy of Conveyance Deed dated 05.11.1999 executed between (1) Yasin Abdul Kojar, (2) Yakub Abdul Rahim Kojar, (3) Hajara Abdullah Mukhi, (4) Habiba Ayub Balsania, (5) Salma Abdul Razak Mukhi, (6) Amina Hamid Sunesra, (7) Mrs. Ruqalya Hanif Kojar, (8) Anis Hanif Kojar, (9) Sajid Hanif Kojar and (10) Naseem Rizwan Palsani, therein as Vendors and Mr. Ismail Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-2/4689/1999 at Borivali. **(3.75%)** |
| 20 | True Copy of Conveyance Deed dated 26.04.1995 executed between (1) Yusuf Haji Suleman Kojar and (2) Abdullah Haji Suleman Kojar, therein as Vendors and Mr. Ismail Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-2/1753/1995 at Mumbai. **(2.7342%)** |
| 21 | True Copy of Conveyance Deed dated 26.04.1995 executed between Aysha Widow of Haji Suleman Kojar, therein as Vendor and Mr. Ismail Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. PBDR-2/1752/1995 at Mumbai. **(0.7818%)** |
| 22 | True Copy of Conveyance Deed dated 26.04.1995 executed between, (1) Mrs. Zulekha Abbas Kojar, (2) Mrs. Hafsa Idris Sunasra, (3) Miss. Sufia D/o Late Haji Suleman Kojar and (4) Mrs. Johra Umar Balsania, therein as Vendors and Mr. Umar Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-2/1751/1995 at Mumbai. **(2.7340%)** |
| 23 | True Copy of Memorandum of Family Arrangement dated 11.07.1986 between 1) Abdul Karim Ebrahim Balwa, 2) Smt. Sakina Abdul Karim Balwa,3) Shri. Suleman Abdul Karim Balwa, 4) Smt. Sufia Suleman Balwa,5) Shri. Hussein Abdul Karim Balwa, 6) Salma Hussein Balwa,7) Ismail Abdul Karim Balwa,8) Smt. Saleha Ismail Balwa,9) Shri. Umar Abdul Karim Balwa,10) Miss. Mariam Abdul Karim Balwa,11) Miss. Safika Abdul Karim Balwa, (parties from first to eleventh are collectively referred to as **“A.K. Family”**) 12) Shri. Ismail Janmohmed Balwa,13) Smt. Huribai Ismail Balwa,14) Shri. Mohmed Hanif Ismail Balwa, 15) Smt. Sufia Mohmed Hanif Balwa,16) Shri. Abdul Rehman Ismail Balwa,17) Master Mohmed Yasin Ismail Balwa, through his natural guardian Mr. Ismail Janmohmed, 18) Master Javed Ismail Balwa through his natural guardian Mr. Ismail Janmohmed, 19) Mrs. Siddika Abbas Bhola Alias Miss Siddika Ismail Balwa, 20) Miss. Rafika Ismail Balwa, (parties from Twelfth to Twentieth are collectively referred to as **“I.J. Family”**) 21) Smt. Aminabai Jiva, 22) Yusuf Jahamohmed Balwa, 23) Kulsum Yusuf Balwa, 24) Isaq Yusuf Balwa,25) Master Asif Yusuf Balwa through natural guardian Yusuf Jahamohmed Balwa, 26) Master Mohmed Yusuf Balwa through natural guardian Yusuf Jahamohmed Balwa, 27) Miss. Salma Yusuf Balwa through natural guardian Yusuf Jahamohmed Balwa, 28) Miss Imarana Yusuf Balwa through natural guardian Yusuf Jahamohmed Balwa, (parties from Twenty First to Twenty Eighth are collectively referred to as **“Y.J. Family”**) 29) Smt. Nooribai Ebrahim Balwa, 30) Shri. Usman Ebrahim Balwa, 31) Smt. Sakina Usman Balwa, 32) Master Salim Usman Balwa through natural guardian Mr. Usman Balwa, 33) Master Sahid Usman Balwa through natural guardian Mr. Usman Balwa, (parties from Twenty Ninth to Thirty Third are collectively referred to as **“U.E. Family”**) 34) Shri. Gulam Rasool Dawood Patel AND 35) Master Abdul Rehman Abdulkhalik through guardian Abdulkhalik Nasiruddin, duly Registered with Sub-Registrar of Assurance bearing No. BBE/1748/1986 at Mumbai. |
| 24 | True Copy of Indenture of Conveyance dated 11.05.1951 executed between Jivatlal Pratapshi, therein as Vendor and (1) Ismail Janmahomed Balwa, (2) Abdulkarim Ibrahim Balwa, (3) Ibrahim Salehmahomed Kojar and (4) Suleman Rajmahomed Kojar, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BOM/3021/1951 at Mumbai. |
| 25 | True Copy of Consent Terms dated 19.01.1990 in Suit No. 1490 of 1989 in the matter of Mohamed Hussain Habib Vs. Ismail Jan Mohamed & Others |
| 26 | True Copy of Part Occupancy Certificate bearing No. CHE/9299/BP(WS)/AP dated 21.11.2009 issued by Municipal Corporation of Greater Mumbai in respect of building comprising of **Basement+ 4th floor+7th floor+8th floor+9th floor** of Commercial I.T. Office Building No. 4 on sub-Plot ‘C’ bearing CTS No. 928-A,928-A/1 to 24 of Village Pahadi Goregaon & CTS No. 1390,1390-A, 1390/1 to 11 of Village Malad(S), Old CTS No. 73-D, 73-D/10, 73-D/11-B, 73-D/12 to 17 of Village Chincholi at Goregaon (W), Mumbai |
| 27 | True Copy of OC Plan of 7th Floor bearing No. CHE/9299/BP(WS)/AP dated 21.11.2009 issued by Municipal Corporation of Greater Mumbai with clear demarcation of Unit No. 702 on 7th Floor |
| 28 | True Copy of Building Completion Certificate bearing No. CHE/9299/BP(WS)/AP dated 09.07.2014 issued by Municipal Corporation of Greater Mumbai. |
| 29 | Original certificate from Valuer/ Architects in respect of Area of Unit No. 702 on the 7th Floor as O.C. Plan dated 21.11.2009 and the same should be considered for mortgage |
| 30 | True Copy of latest electricity bill |
| 31 | True Copy of latest property tax bill and payment receipt. |
| 32 | Original NOC from Techniplex Comple Limited for creation of charge on captioned property |
| 33 | Original Share Certificate No. 99 dated 01.03.2019 issued by Techniplex Comple Limited for 25366 equity shares of Rs. 10/- each bearing distictive nos from 129382 to 154747 (both inclusive) issued in name of Techniplex (AOP) through its members (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa (4) Mrs. Sakima A. Balwa (6) Mrs. Mariam A. Selia (7) Mrs. Safika S. Patel |
| 34 | True Copy of Deed in respect of formation of Techniplex (AOP) along with KYC Document |

**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)**

Office Unit No. 702 admeasuring about 8,610.00 Square Feet of Carpet Area on the Seventh Floor of the Techniplex - I building in Techniplex Complex situated at Veer Savarkar Flyover, Goregaon (West) Mumbai - 400 104, constructed on Sub-Plot “C” bearing CTS No. 928A, 928A/1 to 24 of Village Pahadi Goregaon (West) & CTS No. 1390, 1390A, 1390/1 to 11 of Village Malad (S), and Old CTS No. 73-D, 73-D/10, 73-D/11-B, 73-D/12 to 17 & New CTS No. 73-A/D of Village Chinchavli at Goregaon (W), Taluka Borivali, District Mumbai Suburban District and bounded as under;

North: by land bearing Survey No. 38/1(pt) of Village Chincholi

South: by land bearing Survey No. 49(pt) of Vilage Pahadi

West: by the Plot No. 5A and/or S.V. Road

East: by the land bearing Survey No. 38/2(pt) of Village Chincholi

**Date: -28.08.2024 For, The Legalist**

**Place: -Mumbai**

 **Advocate**

**ANNEXURE-1**

**FLOW OF TITLE**

1. It is observed from the documents submitted to us that by and under an Indenture of Conveyance dated 11.05.1951 executed between Jivatlal Pratapshi, therein as Vendor and (1) Ismail Janmahomed Balwa, (2) Abdulkarim Ibrahim Balwa, (3) Ibrahim Salehmahomed Kojar and (4) Suleman Rajmahomed Kojar, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BOM/3021/1951 at Mumbai, the said purchasers therein purchased and acquired all those 3 pieces and parcels of land and grounds with the structures and cattle stables standing thereon and occupied by various tenants situate, lying and being at **(i)** Village Pahadi, Goregaon Taluka Borivali, District Bombay City bearing CTS Nos. 928A, 928A/1 to 928A/24, 928B, Old CTS Nos. 928C, 928C/1 to 928C/5 (having New CTS No. 928C/A and 928C/B) admeasuring about 22,126.70 sq. mtrs. or thereabout **(ii)** at Village Chincholi, Taluka Borivali, District Bombay City, bearing Old CTS Nos. 73A, 73A/1 to 73A/3, 73A/4A, 73A/5A, 73B, 73B/4B, 73B/5B, 73C, 73C/6, 73C/5C, 73C/7, 73C/8A, 73C/9A, 73C/11A, 73D, 73D/8B, 73D/9B, 73D/10, 73D/11B and 73D/12, to 73D/17 (having New CTS Nos. 73A/A, 73A/B, 73A/C & 73A/D) admeasuring about 8,779.00 sq. mtrs. or thereabout and **(iii)** Village Malad Taluka Borivali, District Bombay City bearing CTS Nos. 1390, 1390/1 to 1390/11 admeasuring 1,891.00 sq. mtrs. or thereabout, (hereinafter referred to as **"the Said Entire Properties")** at and for the price and on the terms and conditions stated therein.
2. It is further recited that as per said Indenture of Conveyance dated 11.05.1951, shares of each of the said four Purchasers were **(1) Mr. Ismail Janmohamed Balwa – 37.50%, (2) Mr. Abdul Karim Balwa – 37.50%, (3) Mr. Ibrahim Salemohamed Kojar – 18.75%, and (4) Mr. Suleman Rajmohamed Kojar– 6.25%**, undivided share, right, title and interest in the said Entire Property.

|  |  |  |
| --- | --- | --- |
| Sr. No. | Name | Share in % |
| 1 | Mr. Ismail Janmohamed Balwa | 37.5% |
| 2 | Mr. Abdul Karim Balwa | 37.5% |
| 3 | Mr. Ibrahim Salemohamed Kojar | 18.75% |
| 4 | Mr. Suleman Rajmohamed Kojar | 6.25% |
|  | TOTAL | 100.00% |

1. It is observed that by a Memorandum of Family Arrangement dated 11.07.1986 between 1) Abdul Karim Ebrahim Balwa, 2) Smt. Sakina Abdul Karim Balwa,3) Shri. Suleman Abdul Karim Balwa, 4) Smt. Sufia Suleman Balwa,5) Shri. Hussein Abdul Karim Balwa, 6) Salma Hussein Balwa,7) Ismail Abdul Karim Balwa,8) Smt. Saleha Ismail Balwa,9) Shri. Umar Abdul Karim Balwa,10) Miss. Mariam Abdul Karim Balwa,11) Miss. Safika Abdul Karim Balwa, (parties from first to eleventh are collectively referred to as **“A.K. Family”**) 12) Shri. Ismail Janmohmed Balwa,13) Smt. Huribai Ismail Balwa,14) Shri. Mohmed Hanif Ismail Balwa, 15) Smt. Sufia Mohmed Hanif Balwa,16) Shri. Abdul Rehman Ismail Balwa,17) Master Mohmed Yasin Ismail Balwa, through his natural guardian Mr. Ismail Janmohmed, 18) Master Javed Ismail Balwa through his natural guardian Mr. Ismail Janmohmed, 19) Mrs. Siddika Abbas Bhola Alias Miss Siddika Ismail Balwa, 20) Miss. Rafika Ismail Balwa, (parties from Twelfth to Twentieth are collectively referred to as **“I.J. Family”**) 21) Smt. Aminabai Jiva, 22) Yusuf Jahamohmed Balwa, 23) Kulsum Yusuf Balwa, 24) Isaq Yusuf Balwa,25) Master Asif Yusuf Balwa through natural guardian Yusuf Jahamohmed Balwa, 26) Master Mohmed Yusuf Balwa through natural guardian Yusuf Jahamohmed Balwa, 27) Miss. Salma Yusuf Balwa through natural guardian Yusuf Jahamohmed Balwa, 28) Miss Imarana Yusuf Balwa through natural guardian Yusuf Jahamohmed Balwa, (parties from Twenty First to Twenty Eighth are collectively referred to as **“Y.J. Family”**) 29) Smt. Nooribai Ebrahim Balwa, 30) Shri. Usman Ebrahim Balwa, 31) Smt. Sakina Usman Balwa, 32) Master Salim Usman Balwa through natural guardian Mr. Usman Balwa, 33) Master Sahid Usman Balwa through natural guardian Mr. Usman Balwa, (parties from Twenty Ninth to Thirty Third are collectively referred to as **“U.E. Family”**) 34) Shri. Gulam Rasool Dawood Patel AND 35) Master Abdul Rehman Abdulkhalik through guardian Abdulkhalik Nasiruddin, duly Registered with Sub-Registrar of Assurance bearing No. BBE/1748/1986 at Mumbai, the 37.50% undivided share, right, title and interest of Mr. Ismail Janmohamed Balwa in the said Entire Property was transferred, taken over and conveyed in favour of Mr. Hussein Abdul Karim Balwa and as such he became co-owner of the said Entire Property and has been entitled to the 37.50 % undivided share, right, title and interest in the said Entire Property.

|  |  |  |
| --- | --- | --- |
| Sr. No. | Name | Share in % |
| 1 | Mr. Abdul Karim Balwa | 37.5% |
| 2 | Mr. Hussein Abdul Karim Balwa | 37.5% |
| 3 | Mr. Ibrahim Salemohamed Kojar | 18.75% |
| 4 | Mr. Suleman Rajmohamed Kojar | 6.25% |
|  | TOTAL | 100.00% |

1. It is observed that by three conveyance Deeds all dated 26.04.1995, duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BDR 2-1751/1995, BDR 2-1752/1995 and BDR 2-1753/1995, the legal heirs of late Mr. Suleman Rajmohamed Kojar sold, transferred and conveyed their 6.25% undivided share, right, title and interest in the said Entire Property in favour of Mr. Ismail Karim Balwa and Mr. Umar Abdul Karim Balwa and as they collectively an became co-owners of the said Entire Property and have been entitled to **6.25%** undivided share, right, title and interest in the said Entire Property.
2. It is further recited that one Mr. Mohamed Hussein Habib, grandson of Late Ibrahim Salemohamed Kojar, then holding undivided 0.94% share in the said Entire Properties filed a suit being No. 1490 of 1988 in the Hon'ble High Court of Judicature at Bombay, inter alia, for partition of the said entire properties by meters and bounds as provided by and under the Partition Act, 1893.
3. It is observed that ultimately the said suit was amicably settled by and between all the co-owners and the heirs of the co-owners and the consent Terms were signed on the 19.01.1990 and filed in the said Suit being No. 1490 of 1988 and the Consent Decree & in terms of the said Consent Terms was passed by the Hon'ble High Court Judicature at Bombay on the 19.01.1990. The shares of each of the co-owners at the relevant times were determined, recognized and recorded in the aforesaid Consent Decree ordered by the Hon'ble Mumbai High Court.
4. It is further recited that said Ibrahim Salemohamed Kojar holding 18.75% share, died intestate on 07.10.1964,leaving behind him the following, as his only heirs and legal representatives according to the Sunni Muslim Law, by which he was governed on the date of his death:

|  |  |  |
| --- | --- | --- |
| Sr. No. | Name | Relation |
| 1 | Mr. Vali Mohamed Haji Ibrahim | Son |
| 2 | Mr. Gulam Rasul Haji Ibrahim | Son |
| 3 | Mr. Abdul Rahim Haji Ibrahim | Son |
| 4 | Mr. Habib Haji Ibrahim | Son |
| 5 | Mr. Umar Haji Ibrahim | Son |
| 6 | Mrs. Mariyam Ibrahim Sakri | Daughter |

1. It is further recited that after death of Mr. Ibrahim Salemohamed Kojar, his only daughter Mrs. Mariyam Ibrahim Sakri**,** waived her right, title, interest and claim in the said entire property in favor of aforesaid five sons in equal proportions, which was confirmed by her legal heirs and representatives, by a Deed of Confirmation dated 24.10.1989 and lodged for registration with the Sub-Registrar of Assurances at Bombay under Serial No. 82/90 of 1990 on 08.01.1990.
2. It is further recited that said undivided 3/16 (18.75%)share, right, title and interest of the said deceased Mr. Ibrahim Salemohamed Kojar, the aforesaid Five heirs being the legal representatives inherited the said **18.75%** undivided share as more particularly mentioned hereunder against the name of each of them as per the Sunni Muslim Law by which he was governed on the date of his death;

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Name | Relation | Share in % |
| 1 | Mr. Vali Mohamed Haji Ibrahim | Son | 3.75% |
| 2 | Mr. Gulam Rasul Haji Ibrahim | Son | 3.75% |
| 3 | Mr. Abdul Rahim Haji Ibrahim | Son | 3.75% |
| 4 | Mr. Habib Haji Ibrahim | Son | 3.75% |
| 5 | Mr. Umar Haji Ibrahim | Son | 3.75% |
|  | TOTAL |  | 18.75% |

1. It is further recited that by a Conveyance Deed dated 05.11.1999 executed between (1) Yasin Abdul Kojar, (2) Yakub Abdul Rahim Kojar, (3) Hajara Abdullah Mukhi, (4) Habiba Ayub Balsania, (5) Salma Abdul Razak Mukhi, (6) Amina Hamid Sunesra, (7) Mrs. Ruqalya Hanif Kojar, (8) Anis Hanif Kojar, (9) Sajid Hanif Kojar and (10) Naseem Rizwan Palsani, therein as Vendors and Mr. Ismail Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-2/4689/1999 at Borivali, the legal heirs of late Mr. Abdul Rahim Haji Ibrahim Kojar collectively and jointly holding 3.75% undivided share, right, title and interest in the said Entire Property, sold, transferred and conveyed, their 3.75% undivided share, right, title and interest in the said Entire Property to Mr. Ismail Abdul Karim Balwa.
2. It is further recited that said Mr. Habib Haji Ibrahim Kojar holding 3.75% share, died intestate on 07.10.1964,leaving behind him the following, as his only heirs and legal representatives according to the Sunni Muslim Law, by which he was governed on the date of his death their undivided share as more particularly mentioned hereunder against the name of each of them as per the Sunni Muslim Law by which he was governed on the date of his death:

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Name | Relation | Share |
| 1 | Mr. Nooriben Habib Kojar | Widow | 0.47% |
| 2 | Mr. Mohammed Hussain Habib Kojar | Son | 0.94% |
| 3 | Mr. Abbas Habib Kojar | Son  | 0.94% |
| 4 | Mr. Haroon Habib Kojar | Son | 0.94% |
| 5 | Mrs. Kulsum Isaq | Daughter | 0.46% |
|  |  | TOTAL | 3.75% |

1. It is observed that by a Conveyance Deed dated 17.07.2000 executed between (1) Mr. Mohammed Hussain Habib Kojar, (2) Mr. Abbas Habib Kojar, (3) Mr. Haroon Habib Kojar and (4) Mrs. Kulsum Isaq, therein as Vendors and Mr. Ismail Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-2/3142/2005 at Mumbai, the legal heirs of late Mr. Habib Haji Ibrahim Kojar holding collectively & jointly 3.75% of undivided share, right, title and interest in the said Entire Property, sold, transferred and conveyed their 3.75% undivided share, right, title and interest in the said Entire Property in favour of Mr. Ismail Abdul Karim Balwa.
2. It is further recited that said Mr. Gulam Haji Ibrahim Kojar holding 3.75% share, died intestate on 08.05.1973leaving behind him the following, as his only heirs and legal representatives according to the Sunni Muslim Law, by which he was governed on the date of his death their undivided share as more particularly mentioned hereunder against the name of each of them as per the Sunni Muslim Law by which he was governed on the date of his death:

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Name | Relation | Share |
| 1 | Mrs. Amina Gulam | Widow | 0.47% |
| 2 | Mr. Adam Gulam | Son  | 0.65% |
| 3 | Mr. Dawood Gulam | Son | 0.65% |
| 4 | Mr. Usman Gulam | Son  | 0.65% |
| 5 | Mrs. Ayesha Abdullah | Daughter  | 0.33% |
| 6 | Mrs. Hoori Ismail | Daughter  | 0.33% |
| 7 | Mrs. Zubeda Abbas | Daughter  | 0.33% |
| 8 | Mrs. Saia Usman | Daughter  | 0.33% |
|  |  | TOTAL | 3.75% |

1. It is further recited that said Mrs. Amina Gulam holding 0.47% share leaving died intestate on 17.03.1986leavingbehind him the following, as his only heirs and legal representatives according to the Sunni Muslim Law, by which he was governed on the date of his death their undivided share as more particularly mentioned hereunder against the name of each of them as per the Sunni Muslim Law by which he was governed on the date of his death:

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Name | Relation | Share |
| 1 | Mr. Adam Gulam | Son  | 0.11% |
| 2 | Mr. Dawood Gulam | Son | 0.11% |
| 3 | Mr. Usman Gulam | Son  | 0.11% |
| 4 | Mrs. Ayesha Abdullah | Daughter  | 0.035% |
| 5 | Mrs. Hoori Ismail | Daughter  | 0.035% |
| 6 | Mrs. Zubeda Abbas | Daughter  | 0.035% |
| 7 | Mrs. Saia Usman | Daughter  | 0.035% |
|  |  | TOTAL | 0.47% |

1. It is further recited that said Mr. Dawood Gulam holding 0.76% share leaving died intestate on 16.12.1998 leaving behind him the following, as his only heirs and legal representatives according to the Sunni Muslim Law, by which he was governed on the date of his death their undivided share as more particularly mentioned hereunder against the name of each of them as per the Sunni Muslim Law by which he was governed on the date of his death:

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Name | Relation | Share |
| 1 | Mrs. Abeda Dawood Kojar | Widow | 0.05848% |
| 2 | Mr. Azizur Rehman Dawood Kojar | Son | 0.11692% |
| 3 | Mr. Mehboob Dawood Kojar | Son  | 0.11692% |
| 4 | Mr. Abdullah Dawood Kojar | Son | 0.11692% |
| 5 | Mr. Imtiaz Dawood Kojar | Son  | 0.11692% |
| 6 | Mrs. Siddika Bilal Palsani | Daughter  | 0.05846% |
| 7 | Rasida Mustufa Kadiwal | Daughter  | 0.05846% |
|  |  | TOTAL | 0.76% |

1. It is further recited that said Mrs. Abeda Dawood Kojar holding 0.05848% share leaving died intestate on 16.12.1998 leaving behind him the following, as his only heirs and legal representatives according to the Sunni Muslim Law, by which he was governed on the date of his death their undivided share as more particularly mentioned hereunder against the name of each of them as per the Sunni Muslim Law by which he was governed on the date of his death:

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Name | Relation | Share |
| 1 | Mr. Azizur Rehman Dawood Kojar | Son | 0.00974% |
| 2 | Mr. Mehboob Dawood Kojar | Son  | 0.00974% |
| 3 | Mr. Abdullah Dawood Kojar | Son | 0.00974% |
| 4 | Mr. Imtiaz Dawood Kojar | Son  | 0.00974% |
| 5 | Mrs. Siddika Bilal Palsani | Daughter  | 0.00489% |
| 6 | Rasida Mustufa Kadiwal | Daughter  | 0.00489% |
|  |  | TOTAL | 0.05848% |

1. It is further recited that said Mr. Adam Gulam holding 0.76% share leaving died intestate on 07.01.2000 leaving behind him the following, as his only heirs and legal representatives according to the Sunni Muslim Law, by which he was governed on the date of his death their undivided share as more particularly mentioned hereunder against the name of each of them as per the Sunni Muslim Law by which he was governed on the date of his death:

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Name | Relation | Share |
| 1 | Mrs. Hanifa Adam Kojar | Widow | 0.095% |
| 2 | Mr. Farook Adam Kojar | Son | 0.19 |
| 3 | Mr. Salim Adam Kojar | Son  | 0.19 |
| 4 | Mr. Khadija Juber Kojar | Son | 0.19 |
| 5 | Mr. Rukaiya Isamohammed Saleh | Daughter | 0.095% |
| 6 | Mrs. Jovariya Ifran Sunesra | Daughter  | 0.095% |
|  |  | TOTAL | 0.76% |

1. It is observed that by a Conveyance Deed dated17.07.2000 executed between (1) Mr. Usman Gulam, (2) Mrs. Ayesha Abdullah, (3) Mrs. Hoori Ismail, (4) Mrs. Zubeda Abbas, (5) Mrs. Saira Usman, (6) Mr. Azizur Rehman Dawood Kojar, (7) Mr. Mehboob Dawood Kojar, (8) Mr. Mohamm Dawood Kojar, (9) Mr. Abdullah Dawood Kojar, (10) Mr. Imtiaz Dawood Kojar, (11) Mrs. Siddika Bilal Palsani, (12)Mrs. Rasida Mustufa Kadiwal, (13)Mrs. Hanifa Adam Kojar, (14) Mr. Farooq Adam Kojar, (15) Mr. Salim Adam Kojar, (16) Mrs. Khadija Juber Kojar, (17) Mrs. Rukaiya Isamohammed Saleh and (18) Mrs. Jovariya Irfan Sunesra, therein as Vendors and Mr. Ismail Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-2/3141/2000 at Mumbai, the legal heirs of late Mr. Gulam Haji Ibrahim Kojar holding collectively & jointly 3.75% of undivided share, right, title and interest in the said Entire Property, sold, transferred and conveyed their 3.75% undivided share, right, title and interest in the said Entire Property in favour of Mr. Ismail Abdul Karim Balwa.
2. It is further recited that by a conveyance deed dated 02.05.2005, duly registered with the Sub-Registrar of Assurances Mumbai under Serial No. BDR-10/2461/2005, the legal heirs of late Mr. Umar Haji Ibrahim Kojar holding collectively & jointly 3.75% of undivided share, right, title and interest in the said Entire Property, sold, transferred and conveyed their 3.75% undivided share, right, title and interest in the said Entire Property in favour of Mr. Umar Abdul Karim Balwa.
3. It is further recited that said Mr. Vali Mohamed Haji Ibrahim Kojar who washolding 3.75% undivided share, right, title and interest in the said Entire Property died intestate on or about 13.07.1966**,** leaving behind him the following, as his only heirs and legal representatives according to the Sunni Muslim Law, by which he was governed on the date of his death their undivided share as more particularly mentioned hereunder against the name of each of them as per the Sunni Muslim Law by which he was governed on the date of his death:

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Name | Relation | Share |
| 1 | Mr. Yusuf Valimohamed Kojar | Son  | 0.44% |
| 2 | Mr. Siddik Valimohamed Kojar | Son | 0.44% |
| 3 | Mr. Abdullah Valimohamed Kojar | Son  | 0.44% |
| 4 | Mr. Bashir Valimohamed Kojar | Son | 0.44% |
| 5 | Mr. Issaq Valimohamed Kojar | Son | 0.44% |
| 6 | Mr. Ahmedullah Valimohamed Kojar | Son | 0.44% |
| 7 | Mr. Ayub Valimohamed Kojar | Son | 0.44% |
| 8 | Mrs. Hawa Mohammed Sunasra | Daughter  | 0.22% |
| 9 | Mrs. Jainab Ilyas Mehsania | Daughter  | 0.22% |
| 10 | Mrs. Fatima Atikurehman Kadiwal | Daughter  | 0.23% |
|  |  | TOTAL | 3.75% |

1. It is further recited that said Mr. Yusuf Valimohamed Kojar who washolding 0.44% undivided share, right, title and interest in the said Entire Property died intestate on or about 05.12.1995**,** leaving behind him the following, as his only heirs and legal representatives according to the Sunni Muslim Law, by which he was governed on the date of his death their undivided share as more particularly mentioned hereunder against the name of each of them as per the Sunni Muslim Law by which he was governed on the date of his death:

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Name | Relation | Share |
| 1 | Mrs. Kuver Yusuf Kojar | Widow | 0.055% |
| 2 | Mr. Aboobaker Yusuf Kojar | Son | 0.055% |
| 3 | Mr. Kayum Yusuf Kojar | Son  | 0.055% |
| 4 | Mr. Ismail Yusuf Kojar | Son | 0.055% |
| 5 | Mr. Rafik Yusuf Kojar | Son | 0.055% |
| 6 | Mr. Haris Yusuf Kojar | Son | 0.055% |
| 7 | Mr. Muslim Yusuf Kojar | Son | 0.055% |
| 8 | Mrs. Hamida Haroon Sasla | Daughter  | 0.0275% |
| 9 | Bilkis Idris Balsania | Daughter  | 0.0275% |
|  |  | TOTAL | 0.44% |

1. It is observed that by Conveyance Deed dated 20.07.2005 executed between (1) Siddik Valimohamed Kojar, (2) Abdullah Valimohamed Kojar (3) Bashir Valimohamed Kojar, (4) Issaq Valimohamed Kojar, (5) Ahmedullah Valimohamed Kojar, (6) Ayub Valimohamed Kojar, (7) Hawa Mohammed Sunasra, (8) Jainab Ilyas Mehsania, (9) Fatima Atikurehman Kadiwal, (10) Kuver Yusuf Kojar, (11) Aboobaker Yusuf Kojar, (12) Kayum Yusuf Kojar, (13) Ismail Yusuf Kojar, (14) Rafik Yusuf Kojar, (15) Muslim Yusuf Kojar, (16) Hamida Haroon Sasla, (17) Bilkis Idris Balsania and (18) Haris Yusuf Kojar , therein as Vendors and Mr. Umar Abdul Karim Balwa, therein as Purchaser, duly Registered with Sub-Registrar of Assurance bearing No. BDR-10/4248/2005 at Borivali-4, said Vendors sold, transferred and conveyed their collective 3.75% undivided share, rights, title and interest in the said entire land to the Purchasers.
2. It is further recited that said Mr. Siddik Valimohamed Kojarwho washolding 0.44% undivided share, right, title and interest in the said Entire Property died intestate on or about 01.08.2005**,** leaving behind him the following, as his only heirs and legal representatives according to the Sunni Muslim Law, by which he was governed on the date of his death their undivided share as more particularly mentioned hereunder against the name of each of them as per the Sunni Muslim Law by which he was governed on the date of his death:

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Name | Relation | Share |
| 1 | Mr. Mustufa Siddik Kojar | Son | 0.098% |
| 2 | Mr. Hujefa Siddik Kojar | Son  | 0.098% |
| 3 | Mr. Ashfaq Siddik Kojar | Son | 0.098% |
| 4 | Mrs. Nazifa M Saleh | Daughter  | 0.049% |
| 5 | Mrs. Aasifa Shahid Kadiwal | Daughter  | 0.049% |
| 6 | Mrs. Latifa Juned Palsarti | Daughter  | 0.049% |
|  |  | TOTAL | 0.44% |

1. It is further recited that by a Conveyance deed dated 30.12.2010, executed between (1) Mr. Mustufa Siddik Kojar, (2) Mr. Hujefa Siddik Kojar (3) Mr. Ashfaq Siddik Kojar (4) Mrs. Nazifa M Saleh (5) Mrs. Aasifa Shahid Kadiwal (6) Mrs. Latifa Juned Palsani (7) Mr. Abdullah Valimohamed Kojay (8) Mr. Bashir Valimohamed Kojay (9) Mr. Issaq Valimohamed Kojay (10) Mr. Ahmedullah Valimohamed Kojay (11) Mr. Ayub Valimohamed Kojay (12) Mrs. Hawa Mohammed Sunasra (13) Mrs. Jainab Ilyas Mehsania (14) Mrs. Fatima Atikurehman Kadiwal (15) Mrs. Kuver Yusuf Kojar (16) Mr. Aboobaker Yusuf Kojar (17) Mr. Kayum Yusuf Kojar (18) Mr. Ismail Yusuf Kojar (19) Mr. Rafik Yusuf Kojar (20) Mr. Muslim Yusuf Kojar (21) Mrs. Hamida Haroon Sasla (22) Bilkis Idris Balsania (23) Mr. Haris Yusuf Kojar, therein as Vendors and (1) Mr. Hussein Abdul Karim Balwa (2) Mr. Ismail Abdul Karim Balwa and (3) Mr. Umar Abdul Karim Balwa, therein as Purchasers, duly registered with the Sub-Registrar of Assurances Mumbai under Serial No. BDR 12-3379/2011 at Borivali-6, said Vendors collectively & jointly 3.75% of undivided share, right, title and interest in the said Entire Property (excluding the land acquired by the authorities), sold, transferred and conveyed their 3.75% undivided share, right, title and interest in the said Entire Property in favour of Mr. Umar Abdul Karim Balwa to (1) Mr. Hussein Abdul Karim Balwa (2) Mr. Ismail Abdul Karim Balwa and (3) Mr. Umar Abdul Karim Balwa.
2. In view of the above deeds, said entire property was owned by following owners:

|  |  |  |
| --- | --- | --- |
| Sr. No. | Name | Share |
| 1 | Mr. Abdul Karim Ebrahim Balwa | 37.500% |
| 2 | Mr. Hussein Abdul Karim Balwa | 37.500% |
| 3 | Mr. Ismail Abdul Karim Balwa | 14.766% |
| 4 | Mrs. Umar Abdul Karim Balwa | 10.234% |
|  | TOTAL | 100.000% |

1. It is further recited that at relevant times, said (1) Mr. Abdul Karim Ebrahim Balwa (2) Mr. Hussein Abdul Karim Balwa (3) Mr. Ismail Abdul Karim Balwa and (4) Mr. Umar Abdul Karim Balwa, developed, amalgamated and subdivided the said entire property into various sub-plots i.e. Sub-plot No.A, B, C, D & E, 90ft wide DP Road (Veer Savarkar Flyover), 13.40 ft. Wide DP Road and Widening of existing Swami Vivekanand Road by obtaining required sanction/approvals from the Competent Authorities and Municipal Corporation of Greater Mumbai;

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Sub-Plot No. | Zone | Area in (Sq. Mtrs.) |
| 1 | A | C1 | 2368.58 |
| 2 | B | I2 | 3745.00 |
| 3 | C | R | 17790.40 |
| 4 | D | R G Reservation | 2600.00 |
| 5 | E | Welfare Centre Reservation + Road Depot(i) Handed over 700 sq. mtrs.(ii) in possession of Owners – 1644.10 sq. mtrs. | 2344.10 |
| 6 | Veer Savarkar Flyover (handed over) | 5133.82 |
| 7 | 13.40 DP Road Area (handed over) | 980.00 |
| 8 | Gross Plot Area | 34961.90 |
| 9 | Plus Setback Area of S.V. Road handed over  | 248.40 |

1. It is further recited that said Shri. Abdul Karim Ebrahim Balwawho washolding 37.5% undivided share, right, title and interest in the said Entire Property died intestate on or about 19.07.2010**,** leaving behind him the following, as his only heirs and legal representatives according to the Sunni Muslim Law, by which he was governed on the date of his death:

|  |  |  |  |
| --- | --- | --- | --- |
| Sr. No. | Name | Relation | Share |
| 1 | Mrs. Sakina Abdul Karim Balwa  | Wife | 3.130% |
| 2 | Mr. Suleman Abdul Karim Balwa  | Son | 6.240% |
| 3 | Mr. Hussein Abdul Karim Balwa  | Son  | 6.240% |
| 4 | Mr. Ismail Abdul Karim Balwa  | Son | 6.250% |
| 5 | Mr. Umar Abdul Karim Balwa  | Son | 6.250% |
| 6 | Mrs. Shamim Suleman Hafizi  | Daughter | 3.130% |
| 7 | Mrs. Mariam Ashfaq Selia  | Daughter | 3.130% |
| 8 | Mrs. Safika Sayeed Patel | Daughter | 3.130% |
|  |  | TOTAL | 37.5% |

1. Deed of Release dated 04.03.2022 executed between (1) Mrs. Sakina Abdul Karim Balwa and (2) Mrs. Shamim Suleman Hafizi, therein as Releasors and (1) Mr. Ismail Abdul Karim Balwa and (2) Mr. Umar Abdul Karim Balwa, therein as Releasees, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/4643/2022 at Borivali-6, Releasors releases of their undivided 6.260% **out of 37.50%** share in the said entire property in favour of the Releasee.
2. Deed of Release dated 31.03.2022 executed between Mrs. Safika Sayeed Patel, therein as Releasor and Mr. Umar Abdul Karim Balwa, therein as Releasee, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/7769/2022 at Borivali-6, Releasor releases of their undivided 3.130% **out of 37.50%** share in the said entire property in favour of the Releasee.
3. Deed of Release dated 31.03.2022 executed by Mrs. Mariam Ashfak Selia therein as Releasor and (1) Mr. Ismail Abdul Karim Balwa and (2) Mr. Umar Abdul Karim Balwa, therein as Releasees, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/7770/2022 at Borivali-6, Releasors releases of their undivided 3.130% **out of 37.50%** share in the said entire property in favour of the Releasee.
4. It is further recited that Late Mr. Suleman Karim Balwa who washolding 6.240% undivided share, right, title and interest in the said Entire Property died intestate on or about 10.09.2015**,** leaving behind him the following, as his only heirs and legal representatives according to the Sunni Muslim Law, by which he was governed on the date of his death:

|  |  |  |
| --- | --- | --- |
| Sr. No. | Name | Share |
| 1 | Smt. Sufiya Suleman Balwa | 1.040% |
| 2 | Mrs. Samira Rizwan Sura | 1.040% |
| 3 | Mr. Samad Suleman Balwa | 2.080% |
| 4 | Mr. Noormohammod Suleman Balwa | 2.080% |
|  | TOTAL | 6.240% |

1. Deed of Release dated 09.03.2022 executed by (1) Mr. Hussein Abdul Karim Balwa, (2) Smt. Sufiya Suleman Balwa, (3) Mrs. Samira Rizwan Sura, (4) Mr. Samad Suleman Balwa, (5) Mr. Noormohammod Suleman Balwa, therein as Releasors and (1) Mr. Ismail Abdul Karim Balwa and (2) Mr. Umar Abdul Karim Balwa, therein as Releasees, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/4999/2022 at Borivali-6, Releasors releases of their undivided 12.480% **out of 37.50%** share in the said entire property in favour of the Releasee.
2. It is observed that after aforesaid release deed, individual share of the owners in the said entire property shall be as under:

|  |  |  |
| --- | --- | --- |
| Sr. No. | Name | % of Share |
| 1 | Mr. Hussein Abdul Karim Balwa | 37.500% |
| 2 | Mr. Ismail Abdul Karim Balwa(14.766+3.130+6.250+6.240+0.864) | 31.250% |
| 3 | Mr. Umar Abdul Karim Balwa(10.234+3.130+6.250+6.240+3.130+2.266) | 31.250% |
|  | TOTAL | 100.000% |

1. It is further recited that said Entire Property (excluding the land acquired by the authorities), is fully developed from time to time and the details thereof are as follows:
2. A ground + 2 upper storey building known as Madina Manzil Building constructed in the year 1951;
3. Ground + 4 Upper storey building known as Balwa Nagar, Building No. I constructed in the year 1971;
4. Ground + 4 Upper storey building known as Balwa Nagar, Building No. II constructed in the year 1979;
5. Stilt + 13 Upper storey building known as A. K. Towers constructed in the year 1987;
6. An Information Technology Park, known as "Techniplex -1" comprising of Basement + Ground Floor + Podium level I + Podium level II + 9 upper floors constructed in the year 2008;
7. A residential building known as “Resiplex” consisting of Basement + Stilt+ 13 upper floors was under construction since the year 2007;
8. Portion of land admeasuring 2600 sq. mtrs. is reserved for the public purpose of Recreation Garden under the sanctioned Development Plan of the Brihan Mumbai Municipal Corporation and the same has been developed in accordance with the Development Permission for the MCGM.
9. It is observed from the two Articles of Agreement of Association of Persons, both dated 08.08.2010, it appears that (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa (4) Mr. Abdul Karim Balwa, constituted Association of Persons called “TECHNIPLEX” as per Articles of Agreement of AOP dated 30.01.2007 to develop said Property and decided to have certain Profit/loss ratio as stated therein. It is observed that Articles of Agreement of Association of Persons dated 08.08.2010 was executed between (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa (4) Mrs. Sakina Abdul Karim Balwa (5) Mrs. Mariam Ashfaq Selia (6) Mrs. Safika Sayeed Patel (7) Mrs. Shamim Suleman Hafizi.
10. It is observed that by Declaration dated 30.01.2007 executed by (1) Mr. Abdul Karim Ebrahim Balwa (2) Shri Hussein Abdul Karim Balwa, (3) Shri. Ismail Abdul Karim Balwa, (4) Shri Umar Abdul Karim Balwa, parties formed an Association of Persons named as “Techniplex” and they have converted the individual rights in the said entire property into stock-in-trade w.e.f. 30.01.2007.
11. It is observed that by an Articles of Agreement of Association of Persons dated 08.08.2010, executed between (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa (4) Mrs. Sakina Abdul Karim Balwa (5) Mrs. Mariam Ashfaq Selia (6) Mrs. Safika Sayeed Patel (7) Mrs. Shamim Suleman Hafizi, new members were inducted and rights of members were realigned more particularly stated therein.
12. It is observed that by Agreement Modifying the terms of Articles of Association of Persons dated 16.05.2012 executed between (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa (4) Mrs. Sakina Abdul Karim Balwa (5) Mrs. Mariam Ashfaq Selia (6) Mrs. Safika Sayeed Patel (7) Mrs. Shamim Suleman Hafizi, certain clauses of earlier Agreements were amended.
13. It is observed that by Deed of Reconstitution dated 01.12.2022 executed between (1) Shri Hussein Abdul Karim Balwa, therein as Continuing Member No.1, (2) Shri. Ismail Abdul Karim Balwa, therein as Continuing Member No.2 (3) Shri Umar Abdul Karim Balwa, therein as Continuing Member No.3 and collectively referred to as Continuing Members AND (1) Mrs. Sakina Abdul Karim Balwa (2) Mrs. Mariam Ashfaq Selia (3) Mrs. Safika Sayeed Patel (4) Mrs. Shamim Suleman Hafizi, therein collectively referred to as Retiring Members, said AOP was reconstituted and Retiring Members were retired from AOP and continuing Members continued the business of AOP from 01.04.2023. As per Clause 18 of the said Deed of Reconstitution, AOP is authorised to raise or borrow money (including discounting of Leave and License charges) for the purpose of business of AOP from the banks without giving security or mortgaging any of the proprety of the AOP. As per Clause 20 of the said Deed of Reconstitution, No member shall without the previous consent of the other members be entitled or authorised to mortgage, charge, assign or otherwise dispose of or deal with share, title and interest in the AOP or its interest.
14. It may be noted that there is no conveyance between said individual owners and said AOP and therefore there is no transfer of title of the said property to AOP. However, they have converted the individual rights in the said entire property into stock-in-trade w.e.f. 30.01.2007 in the said AOP as per Declaration dated 30.01.2007. **In view of the above, we recommend to create charge on captioned property by** **(1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa** **in their individual capacity as well as member of Association of Persons known as “Techniplex”.**
15. It is observed that Part Occupancy Certificate bearing No. CHE/9299/BP(WS)/AP dated 21.11.2009 was issued by Municipal Corporation of Greater Mumbai in respect of building comprising of **Basement+ 4th floor+7th floor+8th floor+9th floor** of Commercial I.T. Office Building No. 4 on sub-Plot ‘C’ bearing CTS No. 928-A,928-A/1 to 24 of Village Pahadi Goregaon & CTS No. 1390,1390-A, 1390/1 to 11 of Village Malad(S), Old CTS No. 73-D, 73-D/10, 73-D/11-B, 73-D/12 to 17 of Village Chincholi at Goregaon (W), Mumbai. It is observed that Building Completion Certificate bearing No. CHE/9299/BP(WS)/AP dated 09.07.2014 was issued by Municipal Corporation of Greater Mumbai.

**NOTE:** As per OC Plan dated 21.11.2009, there is no specific Unit number mentioned for the 7th Floor Plan. However, it appears that said 7th Floor is divided into several units. **Bank to take on record O.C. Plan dated 21.11.2009, with clear demarcation of said Unit No. 702.**

1. It is observed from the OC Plan dated 21.11.2009 that the total Built-up area of 7th Floor is 2068.96 sq. mtrs.. **Bank to take on record certificate from Valuer/Architects in respect of Area of Unit No. 702 on the 7th Floor as O.C. Plan dated 21.11.2009 and the same should be considered for mortgage**
2. It is observed that said M/s. Techniplex, retained Unit No. 702 admeasuring about 8,610.00 Square Feet of Carpet Area on the Seventh Floor of the Techniplex - I building in Techniplex Complex situated at Veer Savarkar Flyover, Goregaon (West) Mumbai - 400 104, constructed on Sub-Plot “C” bearing CTS No. 928A, 928A/1 to 24 of Village Pahadi Goregaon (West) & CTS No. 1390, 1390A, 1390/1 to 11 of Village Malad (S), and Old CTS No. 73-D, 73-D/10, 73-D/11-B, 73-D/12 to 17 & New CTS No. 73-A/D of Village Chinchavli at Goregaon (W), Taluka Borivali, District Mumbai Suburban District (Hereinafter referred to as **“said Unit”**) and the same is not sold to any third party.
3. It is observed that by Leave and License Agreement dated 23.01.2024 executed between Techniplex, an Association of Persons through authorized representative Mr. Ismail A.K. Balwa, therein as Licensor and PNB MetLife India Insurance Company Limited by its authorized signatory Mr. Ganesh Bhandari, therein as Licensee, duly Registered with Sub-Registrar of Assurance bearing No. BRL-6/1748/2024 at Borivali-6, said Licensor has given said Unit on leave and license basis to the Licensee for the term of 5 years commencing from 31.12.2023 till 30.12.2028 on terms and conditions mentioned therein. It may be noted that said Agreements is governed and Licensee is protected under Maharashtra Rent Control Act, 1999 and subject to compliance of terms and conditions of said Agreement, Licensee are protected under the said Act. Since, said Agreements are prior to the mortgage of State Bank of India**,** Bank cannot take **physical possession** of the subject property during the period of said Leave and License Agreement.
4. I is observed that as per Clause 11.13 of the said Leave and License Agreement dated 23.01.2024, in case of any sale, transfer, charge, lien on the said Licensed Premises, Licensor has covenanted that the same will not affect the right of possession of the Licensee under said Agreement and Licensor shall take appropriate written documents from such transfree. It was further agreed that Licensor shall intimate the Licensee about any such sale or transfer of the Licensed Premises within 15 days of such sale or transfer. **In view of this, upon creation of chare on captioned property, Bank to ensure that Intimation is given to Licensee - PNB MetLife India Insurance Company Limited in compliance of Clause 11.13 of the Leave and License Agreement dated 23.01.2024.**
5. It is observed from the maintenance bill that it is issued by Techniplex Comple Limited. It is observed that Share Certificate No. 99 dated 01.03.2019 is issued by Techniplex Comple Limited for 25366 equity shares of Rs. 10/- each bearing distictive nos from 129382 to 154747 (both inclusive) issued in name of Techniplex (AOP) through its members (1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa (4) Mrs. Sakima A. Balwa (6) Mrs. Mariam A. Selia (7) Mrs. Safika S. Patel.
6. It is observed from the MCA portal, public documents that charge information, printout thereof is annexed herewith, are uploaded in respect of the captioned borrower company. Bank may ensure the security provided for respective each open charge(s).
7. Subject to what is stated hereinabove and relying on the documents submitted to us and the search caused in the concerned Sub-registrar office, we are of the opinion that **(1) Shri Hussein Abdul Karim Balwa, (2) Shri. Ismail Abdul Karim Balwa, (3) Shri Umar Abdul Karim Balwa in their individual capacity AND all present member of Association of Person (AOP) known as “Techniplex”,** have clear and marketable title to the captioned property**.**

 **For, The Legalist**

 **Advocate**