**Annexure-B**

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

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

**SBI/1449-1**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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 wings/units in completed project** | | | |
| **3.** | |  | Name of the unit/concern/ company/person offering the property/ (ies) as security. | | | **Mr. Ismail Abdul Karim Balwa along with Morrill And Greenwood Developers Private Limited** | | | |
|  | Constitution of the unit/concern/person/ body/authority offering the property for creation of charge. | | | **Individual and Private Limited Company** | | | |
|  | State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.) | | | **Borrower/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. | | | Wing C and D comprising floor and area stated in the schedule of property hereunder, in the building known as Indiplex -IV situated at Shanti Vidya Nagar Road, Village Ghodbunder, Thane 401107, constructed on land admeasuring 3810 sq. mtrs. bearing **Survey No. 12, Hissa No. 9A**, Village Ghodbunder, Taluka & District Thane in the Registration District and Sub-District of Thane | | | |
|  | Survey No. | | | **Survey No. 12, Hissa No. 9A** | | | |
|  | Door/House no. (in case of house property) | | | Wing C and D comprising floor and area stated in the schedule of property hereunder, in the building known as Indiplex -IV situated at Shanti Vidya Nagar Road, Village Ghodbunder, Thane 401107 | | | |
|  | Extent/ area including plinth/ built up area in case of house property | | | Aggregate admeasuring **11,982.27 sq. ft.** | | | |
|  | Locations like name of the place, village, city, registration, sub-district etc. Boundaries. | | | Village Ghodbunder, Taluka & District Thane in the Registration District and Sub-District of Thane | | | |
| **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 | 06.01.2009 | | | | Indenture of Conveyance dated 06.01.2009 executed between (1) Shri. Ramjeet Feku Yadav, (2) Shri. Shivpujan Ramdeo Yadav, (3) Shri. Lalman Amardev Yadav & (4) Shri. Sahabal Ramlagan Yadav, therein as Vendors and Shri. Ismail Abdul Karim Balwa, therein as Purchaser, duly registered with Sub-registrar of assurance bearing No. TNN-4/107/2009 at Thane-4 | | Photocopy | | Photocopy Scrutinized by us |
| 2 | 06.01.2009 | | | | Registration Receipt No. 107 dated 06.01.2009 for Rs. 31,100/- in name of Shri. Ismail Abdul Karim Balwa. | | Photocopy | | Photocopy Scrutinized by us |
| 3 | 03.11.2008 | | | | Indenture of Conveyance dated 03.11.2008 executed between (1) Smt. Khatijabai Abdul Razaq Zakeriya, (2) Mr. Akthari Khaliullurahman Chewalkar, (3) Mr. Mohammed Ayyub Chewalkar, (4) Mr. Mohammed Ali Chewalkar, (5) Smt. Shamsunnisa Yusuf Tanki, (6) Mr. Abdul Rauf Chewalkar & (7) Mr. Mohammed Akil Chewalkar, therein as Vendors and Shri. Ismail Abdul Karim Balwa, therein as Purchaser and Mr. Suryanarayan R. Yadav, therein as Confirming Party, duly registered with Sub-registrar of assurance bearing No.TNN-4/9317/2008 at Thane-4 | | Photocopy | | Photocopy Scrutinized by us |
| 4 | 03.11.2008 | | | | Registration Receipt No. 9317 dated 03.11.2008 for Rs. 32,000/- in name of Shri. Ismail Abdul Karim Balwa. | | Photocopy | | Photocopy Scrutinized by us |
| 5 | 13.01.2017 | | | | Occupation Certificate bearing No. MiBha/MNC/NR/4515/2016-17 dated 13.01.2017 issued by Mira Bhaindar Municipal Corporation in respect of Godown Building (Ground+2) area admeasuring 3413.88 sq. mtrs., on land bearing Survey No. 12, Hissa No. 09 at Village Ghodbunder. | | Photocopy | | Photocopy Scrutinized by us |
| 6 | 23.01.2008 | | | | Power of Attorney registered on 23.01.2008 executed by (1) Smt. Khatijabai Abdul Razaq Zakeriya, (2) Mr. Akthari Khaliullurahman Chewalkar, (3) Mr. Mohammed Ayyub Chewalkar, (4) Mr. Mohammed Ali Chewalkar, (5) Smt. Shamsunnisa Yusuf Tanki, (6) Mr. Abdul Rauf Chewalkar & (7) Mr. Mohammed Akil Chewalkar in favour of Mr. Suryanarayan R. Yadav, duly registered with Sub-registrar of assurance bearing No. TNN-4/840/2008 at Thane-4. | | Photocopy | | Photocopy Scrutinized by us |
| 7 | 23.01.2008 | | | | Registration Receipt No. 840 dated 23.01.2008 for Rs. 920/- in name of M/s. Sushil Engineering through Proprietor Mr. Suryanarayan R. Yadav | | Photocopy | | Photocopy Scrutinized by us |
| 8 | 01.11.2008 | | | | Power of Attorney for Specific Purpose dated 01.11.2008 executed by Shri. Ismail Abdul Karim Balwa in favour of (1) Mr. Mohmed Hanif Abdul Gani Palsani & (2) Mr. Muzahid Umar Kojar, with limited power to admit the execution. | | Photocopy | | Photocopy Scrutinized by us |
| 9 | 11.11.2022 | | | | 7/12 extract of land bearing Survey No. 12/9/A, Village Ghodbandar, Taluka & District Thane, duly mutated in name of Mr. Ismail Abdul Karim Balwa in respect of area admeasuring 3810 sq. mtrs. | | Photocopy | | Photocopy Scrutinized by us |
| 10 | 01.11.2007 | | | | General Power of Attorney Notarised on 01.11.2007 (as legible) executed by (1) Smt. Khatijabai Abdul Razaq Zakeriya, (2) Mr. Akthari Khaliullurahman Chewalkar, (3) Mr. Mohammed Ayyub Chewalkar, (4) Mr. Mohammed Ali Chewalkar, (5) Smt. Shamsunnisa Yusuf Tanki, (6) Mr. Mohammed Akil Chewalkar in favor of Mr. Abdul Rauf Chewalkar, with power to execute conveyance, Power of Attorney with right to substitute and appoint one or more attorneys | | Photocopy | | Photocopy Scrutinized by us |
| 11 | 01.04.2024 | | | | Property Tax Assessment Bill dated 01.04.2024 issued by Mira Bhayendar Municipal Corporation in respect of Property No. O020043299003 in the name of Ismail Abdul Karim Balwa in respect of Ground Floor, Unit C. | | Photocopy | | Photocopy Scrutinized by us |
| 12 | 26.07.2024 | | | | Property Tax Receipt dated 20.07.2024 issued by Brihanmumbai Mahanagarpalika in respect of Property No. O020043299003 in the name of Ismail Abdul Karim Balwa in respect of Ground Floor, Unit C. | | Photocopy | | Photocopy Scrutinized by us |
| 13 | 01.04.2024 | | | | Property Tax Assessment Bill dated 01.04.2024 issued by Mira Bhayendar Municipal Corporation in respect of Property No. O020043299004 in the name of Ismail Abdul Karim Balwa in respect of Ground Floor, Unit D. | | Photocopy | | Photocopy Scrutinized by us |
| 14 | 26.07.2024 | | | | Property Tax Receipt dated 20.07.2024 issued by Brihanmumbai Mahanagarpalika in respect of Property No. O020043299004 in the name of Ismail Abdul Karim Balwa in respect of Ground Floor, Unit D. | | Photocopy | | Photocopy Scrutinized by us |
| 15 | 01.04.2024 | | | | Property Tax Assessment Bill dated 01.04.2024 issued by Mira Bhayendar Municipal Corporation in respect of Property No. O020043299007 in the name of Ismail Abdul Karim Balwa in respect of 1st Floor, Unit C. | | Photocopy | | Photocopy Scrutinized by us |
| 16 | 26.07.2024 | | | | Property Tax Receipt dated 20.07.2024 issued by Brihanmumbai Mahanagarpalika in respect of Property No. O020043299007 in the name of Ismail Abdul Karim Balwa in respect of 1st Floor, Unit D. | | Photocopy | | Photocopy Scrutinized by us |
| 17 | 01.04.2024 | | | | Property Tax Assessment Bill dated 01.04.2024 issued by Mira Bhayendar Municipal Corporation in respect of Property No. O020043299008 in the name of Ismail Abdul Karim Balwa in respect of 1st Floor, Unit D. | | Photocopy | | Photocopy Scrutinized by us |
| 18 | 26.07.2024 | | | | Property Tax Receipt dated 20.07.2024 issued by Brihanmumbai Mahanagarpalika in respect of Property No. O020043299008 in the name of Ismail Abdul Karim Balwa in respect of 1st Floor, Unit D. | | Photocopy | | Photocopy Scrutinized by us |
| 19 | 01.04.2024 | | | | Property Tax Assessment Bill dated 01.04.2024 issued by Mira Bhayendar Municipal Corporation in respect of Property No. O020043299011 in the name of Ismail Abdul Karim Balwa in respect of 2nd Floor, Unit C. | | Photocopy | | Photocopy Scrutinized by us |
| 20 | 26.07.2024 | | | | Property Tax Receipt dated 20.07.2024 issued by Brihanmumbai Mahanagarpalika in respect of Property No. O020043299011 in the name of Ismail Abdul Karim Balwa in respect of 2nd Floor, Unit D. | | Photocopy | | Photocopy Scrutinized by us |
| 21 | 01.04.2024 | | | | Property Tax Assessment Bill dated 01.04.2024 issued by Mira Bhayendar Municipal Corporation in respect of Property No. O020043299012 in the name of Ismail Abdul Karim Balwa in respect of 2nd Floor, Unit D. | | Photocopy | | Photocopy Scrutinized by us |
| 22 | 26.07.2024 | | | | Property Tax Receipt dated 20.07.2024 issued by Brihanmumbai Mahanagarpalika in respect of Property No. O020043299012 in the name of Ismail Abdul Karim Balwa in respect of 2nd Floor, Unit D. | | Photocopy | | Photocopy Scrutinized by us |
| 23 | 02.08.2024 | | | | Electricity Bill dated 02.08.2024 issued in the name of Panetteria Foods Private Limited in respect of Common, Indiplex-IV, C Wing. | | Photocopy | | Photocopy Scrutinized by us |
| 24 | 05.08.2024 | | | | Electricity Bill dated 05.08.2024 issued in the name of Panetteria Foods Private Limited in respect of Ground Floor, Indiplex-IV, D Wing. | | Photocopy | | Photocopy Scrutinized by us |
| 25 | 02.08.2024 | | | | Electricity Bill dated 02.08.2024 issued in the name of Panetteria Foods Private Limited in respect of Second Floor, Indiplex-IV, C Wing. | | Photocopy | | Photocopy Scrutinized by us |
| 26 | 02.08.2024 | | | | Electricity Bill dated 02.08.2024 issued in the name of Panetteria Foods Private Limited in respect of First Floor, Indiplex-IV, C Wing. | | Photocopy | | Photocopy Scrutinized by us |
| 27 | 02.08.2024 | | | | Electricity Bill dated 02.08.2024 issued in the name of Panetteria Foods Private Limited in respect of Ground Floor, Indiplex-IV, C Wing. | | Photocopy | | Photocopy Scrutinized by us |
| 28 | 02.08.2024 | | | | Electricity Bill dated 02.08.2024 issued in the name of Panetteria Foods Private Limited in respect of First Floor, Indiplex-IV, D Wing. | | Photocopy | | Photocopy Scrutinized by us |
| 29 | 02.08.2024 | | | | Electricity Bill dated 02.08.2024 issued in the name of Panetteria Foods Private Limited in respect of Common, Indiplex-IV, D Wing. | | Photocopy | | Photocopy Scrutinized by us |
| 30 | 05.08.2024 | | | | Electricity Bill dated 05.08.2024 issued in the name of Panetteria Foods Private Limited in respect of Second Floor, Indiplex-IV, D Wing. | | Photocopy | | Photocopy Scrutinized by us |
| 31 | 14.08.2023 | | | | Leave & License Agreement dated 14.08.2023 executed between Morrill and Greenwood Developers Private Limited through authorized representative Mr. Akbar Ali Abbas Sojar, therein as Licensor and Bliss Chocolates India Private Limited represented by its CEO Mr. Vimal Sharma, therein as Licensee, duly registered with Sub-registrar of assurance bearing No. TNN-10/14506/2023 at Thane-10 | | Photocopy | | Photocopy Scrutinized by us |
| 32 | 14.08.2023 | | | | Registration Receipt No. 15183 dated 14.08.2023 for Rs. 2,200/- in name of Morrill & Greenwood Developers Private Limited. | | Photocopy | | Photocopy Scrutinized by us |
| 33 | 05.09.2024 | | | | Certificate dated 05.09.2024 issued by Bhomawat Gupta & Co. Chartered Accountant certifying that Plot of Land bearing Survey No. 12(9A) at Ghodabunder Road, Thane which was purchased in name of Mr. Ismail Abdul Balwa in one of Director of company in the year 2008 and the building constructed thereon are accounted/appearing/shown in the books of Morrill And Greenwood Developers Private Limited | | 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? | | | | Thane | |
|  | | | 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. | |
| b | | | If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? | | | | Not Applicable | |
| c | | | Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking? | | | | Not Applicable | |
| **22** | a | | | In case of partnership firm, whether the property belongs to the firm and the deed is properly registered? | | | | Not Applicable | |
| b | | | Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws? | | | | Not Applicable | |
| c | | | Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm? | | | | Not Applicable | |
| **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. Indenture of Conveyance dated 03.11.2008 was executed by Vendor No. 1 to 7 through POA vide Power of Attorney registered on 23.01.2008 executed by (1) Smt. Khatijabai Abdul Razaq Zakeriya, (2) Mr. Akthari Khaliullurahman Chewalkar, (3) Mr. Mohammed Ayyub Chewalkar, (4) Mr. Mohammed Ali Chewalkar, (5) Smt. Shamsunnisa Yusuf Tanki, (6) Mr. Abdul Rauf Chewalkar & (7) Mr. Mohammed Akil Chewalkar in favour of Mr. Suryanarayan R. Yadav, duly registered with Sub-registrar of assurance bearing No. TNN-4/840/2008 at Thane-4.  Power of Attorney registered on 23.01.2008 was executed by (1) Smt. Khatijabai Abdul Razaq Zakeriya, (2) Mr. Akthari Khaliullurahman Chewalkar, (3) Mr. Mohammed Ayyub Chewalkar, (4) Mr. Mohammed Ali Chewalkar, (5) Smt. Shamsunnisa Yusuf Tanki, (6) Mr. Mohammed Akil Chewalkar through POA vide General Power of Attorney Notarised on 01.11.2007 (as legible) executed by (1) Smt. Khatijabai Abdul Razaq Zakeriya, (2) Mr. Akthari Khaliullurahman Chewalkar, (3) Mr. Mohammed Ayyub Chewalkar, (4) Mr. Mohammed Ali Chewalkar, (5) Smt. Shamsunnisa Yusuf Tanki, (6) Mr. Mohammed Akil Chewalkar in favor of Mr. Abdul Rauf Chewalkar, with power to execute conveyance, Power of Attorney with right to substitute and appoint one or more attorneys. | |
|  | b | | | Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law. | | | | Not Applicable | |
|  | c | | | In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder’s POA) or (ii) other type of POA (Common POA). | | | | 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? | | | | Power of Attorney registered on 23.01.2008 is registered.  General Power of Attorney Notarised on 01.11.2007 was notarised | |
|  |  | | | **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. | |
|  | 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 wings/units 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; | | | | Society/Condominium not formed. | |
|  | j | | | Occupancy Certificate/allotment letter/letter of possession; | | | | Occupation Certificate bearing No. MiBha/MNC/ NR/ 4515 /2016-17 dated 13.01.2017 | |
|  | k | | | Membership details in the Society etc.; | | | | Not Applicable | |
|  | l | | | Share Certificates; | | | | Not Applicable | |
|  | m | | | No Objection Letter from the Society; | | | | Not Applicable | |
|  | 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. | | | | Yes | |
|  | 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 (till 28.08.2024) | |
| **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? | | | | **NOTE:** As per OC Plan dated 13.01.2017, there is no Wing number mentioned for the structure. However, it appears that said building comprising of Ground+ 2 floor is divided in to 4(four) wings viz. Wing A, B, C & D. **Bank to take on record O.C. Plan dated 13.01.2017, with clear demarcation of said wings viz. Wing A, B, C & D.** | |
|  | 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. | | | | Property Tax bill and payment receipt | |
|  | 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 Wing C & D as per O.C. Plan dated 13.01.2017 and the same should be considered for mortgage | |
| **39** |  | | | The specific persons who are required to create mortgage/to deposit documents creating mortgage. | | | | **Mr. Ismail Abdul Karim Balwa along with Morrill And Greenwood Developers Private Limited** | |

**Date: - 05.09.2024 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 (till 28.08.2024)** 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 **Mr. Ismail Abdul Karim Balwa** 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 | Original Indenture of Conveyance dated 06.01.2009 executed between (1) Shri. Ramjeet Feku Yadav, (2) Shri. Shivpujan Ramdeo Yadav, (3) Shri. Lalman Amardev Yadav & (4) Shri. Sahabal Ramlagan Yadav, therein as Vendors and Shri. Ismail Abdul Karim Balwa, therein as Purchaser, duly registered with Sub-registrar of assurance bearing No. TNN-4/107/2009 at Thane-4 |
| 2 | Original Registration Receipt No. 107 dated 06.01.2009 for Rs. 31,100/- in name of Shri. Ismail Abdul Karim Balwa |
| 3 | Original Indenture of Conveyance dated 03.11.2008 executed between (1) Smt. Khatijabai Abdul Razaq Zakeriya, (2) Mr. Akthari Khaliullurahman Chewalkar, (3) Mr. Mohammed Ayyub Chewalkar, (4) Mr. Mohammed Ali Chewalkar, (5) Smt. Shamsunnisa Yusuf Tanki, (6) Mr. Abdul Rauf Chewalkar & (7) Mr. Mohammed Akil Chewalkar, therein as Vendors and Shri. Ismail Abdul Karim Balwa, therein as Purchaser and Mr. Suryanarayan R. Yadav, therein as Confirming Party, duly registered with Sub-registrar of assurance bearing No.TNN-4/9317/2008 at Thane-4 |
| 4 | Original Registration Receipt No. 9317 dated 03.11.2008 for Rs. 32,000/- in name of Shri. Ismail Abdul Karim Balwa |
| 5 | Original Deed of Cancellation dated 14.09.2007 executed by and between the Original Owners and the 1st Purchaser, i.e. the said Mr. Domnic Romell and the 2nd Purchaser, i.e. the said M/s. Vora Home Makers Pvt Ltd |
| 6 | Original Development Agreement dated 29.10.2007, duly registered under Serial No. TNN-4/839/2008 with the Sub-Re Assurances, Thane, and executed by and between the (1) Smt. Khatija Abdul Razak Zakeria, (2) Mr. Akhtari Khalillulrahman Chewalkar, (3) Mr. Mohammed Ayyub Chewalkar, (4) Mr. Mohammed Ali Chewalkar, (5) Smt. Shamsunnia Yusuf Tanki, (6) Mr. Abdul Chewalkar, and (7) Mr. Mohammad Akil Chewalkar represented by Mr. Suryanarayan R. Yadav referred to as the Developer, the Original Owners granted the development rights to **Mr. Ismail Abdulkarim Balwa** |
| 7 | Original Power of Attorney registered on 23.01.2008 executed by (1) Smt. Khatijabai Abdul Razaq Zakeriya, (2) Mr. Akthari Khaliullurahman Chewalkar, (3) Mr. Mohammed Ayyub Chewalkar, (4) Mr. Mohammed Ali Chewalkar, (5) Smt. Shamsunnisa Yusuf Tanki, (6) Mr. Abdul Rauf Chewalkar & (7) Mr. Mohammed Akil Chewalkar in favour of Mr. Suryanarayan R. Yadav, duly registered with Sub-registrar of assurance bearing No. TNN-4/840/2008 at Thane-4 |
| 8 | Original Indenture of Conveyance dated 12.09.2008 duly registered with the Sub-Registrar of Assurances, Thane under Serial No. TNN-4/07790/2008, executed by and between Smt. Khatiza Abdul Razaq Zakaria and 6 others being the original owners represented through/their Constituted Attorney Mr. Suryanarayan R. Yadav, Proprietor of M/s. Sushil Engineering, therein as Vendors and **(1) Shri. Ramjeet Feku Yadav, (2) Shri. Shivpujan Ramdeo Yadav, (3) Shri. Lalman Amardev, (4) Shri. Sahabal Ramlagan Yadav** therein as Purchasers |
| 9 | True Copy of M/s. Vora Home Makers Pvt. Ltd. also executed an irrevocable Power of Attorney in respect of the said land Survey No. 11/6, 11/7, 11/8 in favour, Suryanarayan R. Yadav, Proprietor of M/s. Sushil Engineer |
| 10 | True Copy of Agreement for Sale dated 23.12.2006, made between M/s. Vora Homemakers Pvt. Ltd. therein as Vendorsand **Mr. Suryanarayan R. Yadav, Proprietor of M/s. Sushil Engineering** |
| 11 | True Copy of Agreement for Sale dated 20.07.1995, made between Mr. Domnic Romell therein as Transferor and **M/s. Vora Home Makers Pvt. Ltd.,** |
| 12 | True Copy of Agreement for Sale dated 15.12.1994, made between Smt. Khatijabai Abdul Razaq Zakeriya & Smt. Mehrunnisa Mohammed Yusuf Chewalkar therein as Vendorsand **Mr. Domnic Romell** therein as Purchaser |
| 13 | Leave & License Agreement dated 14.08.2023 executed between Morrill and Greenwood Developers Private Limited through authorized representative Mr. Akbar Ali Abbas Sojar, therein as Licensor and Bliss Chocolates India Private Limited represented by its CEO Mr. Vimal Sharma, therein as Licensee, duly registered with Sub-registrar of assurance bearing No. TNN-10/14506/2023 at Thane-10 |
| 14 | Registration Receipt No. 15183 dated 14.08.2023 for Rs. 2,200/- in name of Morrill & Greenwood Developers Private Limited |
| 15 | True Copy of Occupation Certificate bearing No. MiBha/MNC/NR/4515/2016-17 dated 13.01.2017 issued by Mira Bhaindar Municipal Corporation in respect of Godown Building (Ground+2) area admeasuring 3413.88 sq. mtrs., on land bearing Survey No. 12, Hissa No. 09 at Village Ghodbunder |
| 16 | True Copy of Occupation Certificate Plan dated 13.01.2017with clear demarcation of said wings viz. Wing A, B, C & D |
| 17 | Certified Extract of land bearing Survey No. 12/9A Village Ghodbunder |
| 18 | Certified Extract of Mutation Entries of land bearing Survey No. 12/9A Village Ghodbunder |
| 19 | Original certificate from Valuer/Architects in respect of Area of Wing C & D as per O.C. Plan dated 13.01.2017 |
| 20 | Original Declaration cum undertaking from Mr. Isamil Abdul Karim Balwa in respect of title of the land and structure standing thereon |
| 21 | True Copy of latest electricity bill |
| 22 | True Copy of latest property tax bill and payment receipt. |
| 23 | Original Certificate dated 05.09.2024 issued by Bhomawat Gupta & Co. Chartered Accountant certifying that Plot of Land bearing Survey No. 12(9A) at Ghodabunder Road, Thane which was purchased in name of Mr. Ismail Abdul Balwa in one of Director of company in the year 2008 and the building constructed thereon are accounted/appearing/shown in the books of Morrill And Greenwood Developers Private Limited |

**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)**

Wing C and D comprising floor and area stated in the table hereunder, in the building known as Indiplex -IV situated at Shanti Vidya Nagar Road, Village Ghodbunder, Thane 401107, constructed on land admeasuring 3810 sq. mtrs. bearing **Survey No. 12, Hissa No. 9A**, Village Ghodbunder, Taluka & District Thane in the Registration District and Sub-District of Thane;

|  |  |  |
| --- | --- | --- |
| Wing & Floor | Area (in sq. ft.)\* | Total Area (in sq. ft.)\* |
| Unit C Gr. floor | 2,121.87 |  |
| Unit C 1st floor | 2,121.87 |  |
| Unit C 2nd floor | 2,121.87 | 6,365.61 |
| Unit D Gr. floor | 1,872.22 |  |
| Unit D 1st floor | 1,872.22 |  |
| Unit D 2nd floor | 1,872.22 | 5,616.66 |
| **Total** |  | **11,982.27** |

\* Area should be considered as per certificate from Valuer/Architects in respect of Area of Wing C & D as per O.C. Plan dated 13.01.2017.

**Date: -05.09.2024 For, The Legalist**

**Place: -Mumbai**

**Advocate**

**ANNEXURE-1**

**FLOW OF TITLE**

1. It is observed from the documents submitted to us and from the recital of the Conveyance Deed that one Mr. Nizamuddin Patelduring his lifetime was absolutely seized and possessed of all that piece and parcel of land as under; lying and being in the Revenue Village Ghodbunder, Taluka and District Thane (hereinafter referred to as **“the said Property”**)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Survey No. | Hissa No. | Sq. Mtrs. | Area | Assessment |
| 11 | 6 | 150.00 | 0-01-5 | 0.12 |
| 11 | 7 | 3140.00 | 0-31-4 | 2.00 |
| 11 | 8 | 1290.00 | 0-12-9 | 1.00 |
| 12 | 9A | 3810.00 | 0-38-1 | 3.34 |
|  |  | **8390.00** | **2-03-9** | **6.46** |

1. It is further recited that the said Mr. Nizamuddin Patel, being father of Smt. Khatijabai Abdul Razaq Zakeriya & Smt. Mehrunnisa Mohammed Yusuf Chewalkar, in consideration of his natural love and affection towards his aforesaid two daughters, viz., Smt. Khatijabai Abdul Razaq Zakeriya & Smt. Mehrunnisa Mohammed Yusuf Chewalkar, the said Mr. Nizamuddin Patel granted, conveyed, transferred and assured unto Smt. Khatijabai Abdul Razaq Zakeriya & Smt. Mehrunnisa Mohammed Yusuf Chewalkar the said property bearing Survey No. 11/6, 11/7, 11/8 & 12/9A as a Gift (Hiba). The said Mr. Nizamuddin Patel also delivered physical possession of the said property to the said Smt. Khatijabai Abdul Razaq Zakeriya & Smt. Mehrunnisa Mohammed Yusuf Chewalkar and the said Smt. Khatijabai Abdul Razaq Zakeriya & Smt. Mehrunnisa Mohammed Yusuf Chewalkar accepted the said gift (Hiba) of the said property and took over the physical possession of the said property.
2. It is further recited that the said Mr. Nizamuddin Patel died intestate leaving behind him Smt. Khatija Abdul Razaq Zakeriya & Smt. Mehrunnisa Mohammed Chewalkar along with his four sons namely: (1) Mr. Ismail Patel, (2) Mr. Abdulla Nizamuddin Patel, (3) Mr. Hussainmiya Nizamuddin Patel and (4) Mr. Moainuddin Nizamuddin legal heirs to inherit his other property, other than the said property bearing Survey No. 11/6, 11/7, 11/8 & 12/9A as per the applicable Muslim Personal Law by which he was governed at the time of his death. However Mr. Abdulla Nizamuddin Patel and Mr. Moainuddin Nizamuddin Patel also died intestate respectively, leaving behind them their sons as the legal heirs to inherit their share in other property other than the said property.
3. It is further recited that as per Mutation Entry No. 1144 dated 08.01.1988, all the aforesaid legal heirs of said Late Mr. Nizamuddin Patel, Mr. Abdullah Nizamuddin Patel and Mr. Moainuddin Nizamuddin Patel, have confirmed and accepted and admitted the aforesaid fact of the said gift and reconfirmed the said gift granted by the said Late Mr. Nizamuddin Patel in favour of his said two daughters namely Smt. Khatijabai Abdul Razaq Zakeriya & Smt. Mehrunnisa Mohammed Yusuf Chewalkar and accordingly recorded and released all their rights, title, share, claims of whatsoever nature in respect of the bearing Survey No. 11/6, 11/7, 11/8 & 12/9A in favour of Smt. Khatijabai Abdul Razaq Zakeriya & Smt. Mehrunnisa Mohammed Yusuf Chewalkar forever and absolutely. The Talathi of Ghodbundar Village also made necessary changes in the Land records in respect of the said property and accordingly the 7/12 Extract in respect of the said property bearing Survey No. 11/6, 11/7, 11/8 & 12/9A states the names of Smt. Khati Abdul Razaq Zakeriya & Smt. Mehrunnisa Mohamm Chewalkar as the Owners of the said property.
4. It is further recited that by an Agreement for Sale dated 15.12.1994, made between Smt. Khatijabai Abdul Razaq Zakeriya & Smt. Mehrunnisa Mohammed Yusuf Chewalkar therein as Vendorsand **Mr. Domnic Romell** therein as Purchaser**,** the said Smt. Khatijabai Abdul Razaq Zakeriya & Smt. Mehrunnisa Mohammed Yusuf Chewalkar agreed to sale the said property bearing Survey No. 11/6, 11/7, 11/8 & 12/9A aggregating 8390.00 sq. mtrs., or thereabouton the terms and conditions mentioned therein. The said Smt. Khatijabai Abdul Razaq Zakeriya & Smt. Mehrunnisa Mohammed Yusuf Chewalkar also executed an Irrevocable Power of Attorney in respect of the said property in favour of Mr. Domnic Romell. **COPY NOT PRODUCED.**
5. It is further recited that by an Agreement for Sale dated 20.07.1995, made between Mr. Domnic Romell therein as Transferor and **M/s. Vora Home Makers Pvt. Ltd.,** therein as Transferee, the said Mr. Domnic Romell transferred all rights, title and interest of whatsoever nature in respect of the said property bearing Survey No. 11/6, 11/7, 11/8 & 12/9A aggregating 8390.00 sq. mtrs., or thereabout in favour of the Transferees on the terms and conditions mentioned in the said Agreement dated 20.07.1995. The said Mr. Domnic Romell also executed an irrevocable Power of Attorney in respect of the said property in favour of M/s. Vora Home Makers Pvt. Ltd. **COPY NOT PRODUCED.**
6. It is further recited that by an Agreement for Sale dated 23.12.2006, made between M/s. Vora Homemakers Pvt. Ltd. therein as Vendorsand **Mr. Suryanarayan R. Yadav, Proprietor of M/s. Sushil Engineering** therein as Purchaser, the said M/s. Vora Homemakers Pvt. Ltd. agreed to sale all that piece and parcel of following land; **COPY NOT PRODUCED.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Survey. No.** | **Hissa No.** | **Sq. Mtrs.** | **Area** | **Assessment** |
| 11 | 6 | 150.00 | 0-01-5 | 0.12 |
| 11 | 7 | 3140.00 | 0-31-4 | 2.00 |
| 11 | 8 | 1290.00 | 0-12-9 | 1.00 |
| **TOTAL** |  | **4580.00** | **1-05-8** | **3.12** |

1. It is further recited that said M/s. Vora Home Makers Pvt. Ltd. also executed an irrevocable Power of Attorney in respect of the said land Survey No. 11/6, 11/7, 11/8 in favour, Suryanarayan R. Yadav, Proprietor of M/s. Sushil Engineer. **COPY NOT PRODUCED.**
2. It is further recited that said Smt. Mehrunnisa Mohammed Yusuf Chewalkar the Original Owners died intestate on 23.05.1996 leaving (1) Mr. Akhtari Khalillulrahman Chewalkar, (2) Mr. Mohammed Ayyub Chewalkar, (3) Mr. Mohammed Ali Chewalkar, (4) Smt. Shamsunnia Yusuf Tanki, (5) Mr. Abdul Rauf Chewalkar, and (6) Mr. Mohammad Akil Chewalkar, as her only legal heirs as per Muslim Law by which she was governed at the time of her death.
3. In view of the above fact (1) Smt. Khatija Abdul Razak Zakeria, (2) Mr Akhtari Khalillulrahman Chewalkar, (3) Mr Mohammed Ayyub Chewalkar, (4) Mr Mohammed Ali Chewalkar, (5) Smt. Shamsunnia Yusuf Tanki, (6) Mr Abdul Rauf Chewalkar, and (7) Mr. Mohammad Akil Chewalkar become the owners of said property bearing Survey No. 11/6, 11/7, 11/8 & 12/9A aggregating 8390.00 sq. mtrs., or thereabout.
4. It is further recited that due to the non-performance of certain terms and conditions of the Agreement dated 15.12.1994 executed by and between (1) Smt. Khatija Abdul Razak Zakeria, (2) Smt. Mehrunnisa Mohammed Yusuf Chewalkar and Mr. Domnic Romell as well as the subsequent agreement dated 20.07.1995 between Mr. Domnic Romell and M/S Vora Home Makers Pvt. Ltd., have been amicably cancelled, terminated and revoked by a separate Deed of Cancellation dated 14.09.2007 **COPY NOT PRODUCED.** executed by and between the Original Owners and the 1st Purchaser, i.e. the said Mr. Domnic Romell and the 2nd Purchaser, i.e. the said M/s. Vora Home Makers Pvt Ltd.
5. By virtue of the said Deed of Cancellation all the rights, title, interest or claims of whatsoever nature, created by the aforementioned respective Agreements and or by the Power of Attorneys in favour of the said Mr. Domnic Romell and the said M/s. Vora Home Makers Pvt. Ltd in respect of the said property bearing Survey No. 11/6, 11/7, 11/8 & 12/9A, were terminated, cancelled, relinquished and extinguished and the aforesaid rights, titles, interests and/or claims of whatsoever in the said property were reverted and/or restored to the Original Owners forever and the vacant and peaceful possession of the said property was handed over to the Original Owners.
6. It is further recited that by a Development Agreement dated 29.10.2007, duly registered under Serial No. TNN-4/839/2008 with the Sub-Re Assurances, Thane, and executed by and between the (1) Smt. Khatija Abdul Razak Zakeria, (2) Mr. Akhtari Khalillulrahman Chewalkar, (3) Mr. Mohammed Ayyub Chewalkar, (4) Mr. Mohammed Ali Chewalkar, (5) Smt. Shamsunnia Yusuf Tanki, (6) Mr. Abdul Chewalkar, and (7) Mr. Mohammad Akil Chewalkar represented by Mr. Suryanarayan R. Yadav referred to as the Developer, the Original Owners granted the development rights to **Mr. Ismail Abdulkarim Balwa**, in respect of the said property bearing Survey No. 11/6, 11/7, 11/8 & 12/9A on the terms and conditions mentioned in the said Development Agreement which is hereinafter referred to as the said Development Agreement. **COPY NOT PRODUCED.**
7. It is observed that Power of Attorney registered on 23.01.2008 was executed by (1) Smt. Khatijabai Abdul Razaq Zakeriya, (2) Mr. Akthari Khaliullurahman Chewalkar, (3) Mr. Mohammed Ayyub Chewalkar, (4) Mr. Mohammed Ali Chewalkar, (5) Smt. Shamsunnisa Yusuf Tanki, (6) Mr. Abdul Rauf Chewalkar & (7) Mr. Mohammed Akil Chewalkar in favour of Mr. Suryanarayan R. Yadav, duly registered with Sub-registrar of assurance bearing No. TNN-4/840/2008 at Thane-4, appointing Mr. Suryanarayan R. Yadav, the proprietor of M/s. Sushil Engineering, as their constituted attorney to develop, sell and transfer the said property.
8. It is further recited that by an Indenture of Conveyance dated 12.09.2008 executed between (1) Smt. Khatijabai Abdul Razaq Zakeriya, (2) Mr. Akthari Khaliullurahman Chewalkar, (3) Mr. Mohammed Ayyub Chewalkar, (4) Mr. Mohammed Ali Chewalkar, (5) Smt. Shamsunnisa Yusuf Tanki, (6) Mr. Abdul Rauf Chewalkar & (7) Mr. Mohammed Akil Chewalkar and Mr. Suryanarayan R. Yadav, therein as Vendors and Mr. Ismail Abdulkarim Balwa, therein as Purchaser, duly registered with the Sub-Registrar of Assurances, Thane under Serial No. TNN/7796/2008, said Vendors sold, conveyed and transferred admeasuring about 4,580.00 sq.mts., of all those piece of land bearing Survey No. 11 Hissa No. 6, Survey No. 11 Hissa No. 7 & Survey No. 11 Hissa No. 8 for consideration and on terms and conditions mentioned therein.
9. It is observed that by an Indenture of Conveyance dated 03.11.2008 executed between (1) Smt. Khatijabai Abdul Razaq Zakeriya, (2) Mr. Akthari Khaliullurahman Chewalkar, (3) Mr. Mohammed Ayyub Chewalkar, (4) Mr. Mohammed Ali Chewalkar, (5) Smt. Shamsunnisa Yusuf Tanki, (6) Mr. Abdul Rauf Chewalkar & (7) Mr. Mohammed Akil Chewalkar, therein as Vendors and Shri. Ismail Abdul Karim Balwa, therein as Purchaser and Mr. Suryanarayan R. Yadav, therein as Confirming Party, duly registered with Sub-registrar of assurance bearing No.TNN-4/9317/2008 at Thane-4, the said Mrs. Khatiza and 6 (six) Others sold, transferred and conveyed to the Purchaser herein all that pieces and parcels of land admeasuring 18.10 Gunthas from and out of land bearing Survey No. 12 Hissa No. 9A Part, for consideration and on terms and conditions mentioned therein.
10. As per Mutation Entry No. 2260 dated 31.07.2012, name of Shri. Ismail Abdul Karim Balwa is mutated in respect of 12/9A.
11. It is further recited that by an Indenture of Conveyance dated 12.09.2008 duly registered with the Sub-Registrar of Assurances, Thane under Serial No. TNN-4/07790/2008, executed by and between Smt. Khatiza Abdul Razaq Zakaria and 6 others being the original owners represented through/their Constituted Attorney Mr. Suryanarayan R. Yadav, Proprietor of M/s. Sushil Engineering, therein as Vendors and (1) Shri. Ramjeet Feku Yadav, (2) Shri. Shivpujan Ramdeo Yadav, (3) Shri. Lalman Amardev, (4) Shri. Sahabal Ramlagan Yadav therein as Purchasers, the said Smt. Khatiza Abdul Razaq Zakafia & 6 Others being the Original Owners represented through /their Constituted Attorney Mr. Suryanarayan R. Yadav Proprietor of M/s. Sushil Engineering conveyed all that pieces and parcel of land admeasuring 20 Gunthas equivalent to 2024.00 sq. mtrs., or thereabout from and out of land bearing Survey No. 12 Hissa No. 9A Part for consideration and on terms and conditions mentioned therein. **COPY NOT PRODUCED.**
12. As per Mutation Entry No. 2262 dated 31.07.2012, name of **(1) Shri. Ramjeet Feku Yadav, (2) Shri. Shivpujan Ramdeo Yadav, (3) Shri. Lalman Amardev, (4) Shri. Sahabal Ramlagan Yadav** were mutated in respect of 12/9A.
13. It is observed that by an Indenture of Conveyance dated 06.01.2009 executed between (1) Shri. Ramjeet Feku Yadav, (2) Shri. Shivpujan Ramdeo Yadav, (3) Shri. Lalman Amardev Yadav & (4) Shri. Sahabal Ramlagan Yadav, therein as Vendors and Shri. Ismail Abdul Karim Balwa, therein as Purchaser, duly registered with Sub-registrar of assurance bearing No. TNN-4/107/2009 at Thane-4, Vendors sold, conveyed and transferred all that piece and parcel of land bearing Survey No. 12, Hissa No. 9A area admeasuring 2024.00 sq. mtrs., situate and lying at Village Ghodbunder, Taluka and District Thane for consideration and on terms and conditions mentioned therein.
14. As per Mutation Entry No. 2289 dated 27.08.2012, name of Shri. Ismail Abdul Karim Balwa is mutated in respect of 12/9A.
15. It is observed from the Mutation Entry No. 2288 dated 27.08.2012 that, name of The Estate Investment Company is mutated to other right column of land bearing Survey No. 11/7,11/8 & 129/A, The Estate Investment Company has issued Letter bearing No. EI-376 dated 27.07.2012, granted its no objection to delete the name of said company from other right column of property extract.
16. It is observed from the Mutation Entry No. 2379 dated 19.03.2013 that, Hon’ble District Collector, Thane has issued N.A. Order bearing No. Revenue/C-1/Desk-1/NAP/Ghodbander /Thane/SR 08/2013 dated 02.03.2013, granting permission for non-agricultural use of land bearing Survey No. 12/9A area admeasuring 3810.00 sq. mtrs. at Village Ghodbunder.
17. It is observed that Shri. Ismail Abdul Karim Balwa has constructed building comprising of Ground+ 2 floor and obtained Occupation Certificate bearing No. MiBha/MNC/NR/4515/ 2016-17 dated 13.01.2017 issued by Mira Bhaindar Municipal Corporation in respect of Godown Building (Ground+2) area admeasuring 3413.88 sq. mtrs., on land bearing Survey No. 12, Hissa No. 09 at Village Ghodbunder.

**NOTE:** As per OC Plan dated 13.01.2017, there is no Wing number mentioned for the structure. However, it appears that said building comprising of Ground+ 2 floor is divided in to 4(four) wings viz. Wing A, B, C & D. **Bank to take on record O.C. Plan dated 13.01.2017, with clear demarcation of said wings viz. Wing A, B, C & D.**

1. It is observed from the O.C. Plan dated 13.01.2017 that the built-up area of Ground, First and Second Floor is 1109.09 sq. mtrs. EACH, aggregating to 3327.27 sq. mtrs. (excluding stair & lift area). We are informed that the area od the Wing C & D area as under. **Bank to take on record certificate from Valuer/Architects in respect of Area of Wing C & D as per O.C. Plan dated 13.01.2017 and the same should be considered for mortgage.**

|  |  |  |
| --- | --- | --- |
| Wing & Floor | Area (in sq. ft.) | Total Area (in sq. ft.) |
| Unit C Gr. floor | 2,121.87 |  |
| Unit C 1st floor | 2,121.87 |  |
| Unit C 2nd floor | 2,121.87 | 6,365.61 |
| Unit D Gr. floor | 1,872.22 |  |
| Unit D 1st floor | 1,872.22 |  |
| Unit D 2nd floor | 1,872.22 | 5,616.66 |
| **Total** |  | **11,982.27** |

1. It is observed that said Mr. Ismail Abdul Karim Balwa retained said Wing C & D and the same is not sold to any third party.
2. It is observed that by Leave & License Agreement dated 14.08.2023 executed between Morrill and Greenwood Developers Private Limited through authorized representative Mr. Akbar Ali Abbas Sojar, therein as Licensor and Bliss Chocolates India Private Limited represented by its CEO Mr. Vimal Sharma, therein as Licensee, duly registered with Sub-registrar of assurance bearing No. TNN-10/14506/2023 at Thane-10, said Licensor has given that entire Unit No. ‘C’ comprising of Ground Floor admeasuring about 2,121.87 sq. ft., of carpet area, First Floor admeasuring about 2,121.87 sq. ft., of carpet area and Second Floor admeasuring about 2,121.87 sq. ft., of carpet area, collectively admeasuring about 6,365.61 sq. ft., of carpet area AND Unit No. ‘D’ comprising of Ground Floor admeasuring about 1,872.22 sq. ft., carpet area, First Floor admeasuring about 1,872.22 sq. ft., of carpet area and Second Floor admeasuring about 1,872.22 sq. ft., of carpet area, collectively admeasuring about 5,616.,, sq. ft., of carpet area, situated in the Industrial Building known as “Indiplex-IV”, on land bearing Survey No. 12, Hissa No. 9A, Village Ghodbunder, Near Reliance Receiving Station, Shanti Vidya Nagri Road, Mira Road, East, Thane 401 101 admeasuring about 3,855.86 sq. mtrs., (As per 7/12 Extract) in the Registration District and Sub-District of Thane on leave and license basis to the Licensee for the term of 60 month commencing from 01.08.2023 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.
3. I is observed that as per Clause 14.6 of the said Leave & License Agreement dated 14.08.2023, in the event of Licensor wished to sell, mortgage or transfer the said Premises, the Licensor shall obtain an acknowledgement from the purchaser/mortgagee/transferee, to be bound by the same terms and conditions as contained in this agreement including but not limited to the provisions relating to the License Period.
4. It is stated in Recital Para B of the said Leave & License Agreement dated 14.08.2023 that by Virtue of two separate Indenture of Conveyance dated 03.11.2008 and 06.01.2009, the Director of the Licensor (Morrill and Greenwood Developers Private Limited) Mr. Isamil Abdul Karim Balwa had purchased the land bearing Survey No. 12/9A collectively admeasuring 3855.86 sq. mtrs. **FOR AND ON BEHALF OF THE LICENSOR AND AS SUCH LICENSOR IS ABSOLUTELY SEIZED AND POSSESSSED OF OR OTHERWISE WELL AND SUFFICENTLY ENTITLED AS THE OWNER OF THE SAID LAND.** It may be noted that name of said Morrill and Greenwood Developers Private Limited is not reflected in Revenue Records. Further, all title documents are entered and executed in name of Mr. Isamil Abdul Karim Balwa, in his individual capacity.
5. It is observed that Certificate dated 05.09.2024 was issued by Bhomawat Gupta & Co. Chartered Accountant certifying that Plot of Land bearing Survey No. 12(9A) at Ghodabunder Road, Thane which was purchased in name of Mr. Ismail Abdul Balwa, one of Director of company in the year 2008 and the building constructed thereon are accounted/appearing/shown in the books of Morrill And Greenwood Developers Private Limited. From the content of the said certificate it appears that land was acquired by Mr. Ismail Abdul Balwa as the said land was agricultural land. It further certifies that the building constructed thereon area accounted in the books of said company.
6. No documents relating to granting development rights by Mr. Ismail Abdul Balwa in favor of Morrill And Greenwood Developers Private Limited is produced to us. Further, no documents relating to formation of society/condominium is produced to us. **In view of these facts and for abundant precautions, we recommend to create charge on captioned property by said Mr. Ismail Abdul Balwa along with Morrill And Greenwood Developers Private Limited.**
7. 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).
8. Subject to what is stated hereinabove and relying on the documents submitted to us and the search caused in the concerned Sub-registrar office till 28.08.2024, we are of the opinion that **Mr. Ismail Abdul Karim Balwa along with Morrill And Greenwood Developers Private Limited,** have clear and marketable title to the captioned property**.**

**For, The Legalist**

**Advocate**