

ANKITA CHAUHAN

ADVOCATE

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Ref: 2024/SBI/391

19th November, 2024

Annexure – B

1	a.	Name of the Branch/ Business Unit/ Office seeking opinion.	State Bank India Shiv Sagar Estate Branch, Worli Mumbai.
	b.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	-
	c.	Name of the Borrower	SHRINIVAS PAPERS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 with CIN U51909MH2019PTC324089 and has its address at 3rd Floor, Plot No. 13, A -40, Shree Ram Industrial Estate, G.D Ambedkar Marg, Wadal Mumbai – 400031 and Branch office at 307, HI Scan House, Near Mithakahli Bridge, Navrangpura, Ahmedabad - 380009.
2.	a.	Type of Loan	BUSINESS LOAN
	b.	Type of Property	COMMERCIAL
3	a.	Name of the unit/ concern/ company/ person offering the property/ (ies) as security.	SHRINIVAS PAPERS PRIVATE LIMITED
	b.	Constitution of the unit/ concern/ person/ body/ authority offering the property for creation of charge.	A private Limited Company
	c.	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
4.	a.	Value of Loan (in Rs.)	-
-5.		Complete or full description of the immovable property (ies) offered as security including the following details.	All that piece and parcels of immovable property being Office No. 307, admeasuring about 56.41 sq.mtr., togetherwith undivided proportionate share in the land 22.56 sq.mtr., in the scheme known
	a.	Survey No.	
	b.	Door no. (in case of house property)	
	c.	Extent/ area including plinth/ built up area	

Advocate

		in case of house property				
d.		Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	as "HI - SCAN" in the Apurva Co. Op. HSG. Shops and Offices Society Limited situated upon the non-agricultural land bearing Final Plot Nos. 306, 307 and 308 paiki Sub Plot No. 10, in the Town Planning Scheme No. 03, of Mouje: Changispur, Taluka: Sabarmati, District: Ahmedabad, the said property is bounded as follows, that is to say on or towards: East: by Office No. 305 West: by Sudarshan Building North: by Office No. 309 South: by Under Pass Road			
6.	a.	Particulars of the documents scrutinized – serially and chronologically.				
	b.	Nature of documents verified and as to whether they are originals or certified copies or registration extract, Note: Original originals or certified extracts from the registering/ land/ revenue/ other authorities be examined.				
		List of Documents perused:				
		Sr. No.	Date	Name/Nature of Documents	Original/ Certified Copy/ certified/ extract/ photocopy etc.	In case of Copies whether the original was scrutinized by the Advocate
		1.	Latest	Extract Village Form No. 7 and mutation Entries in Village Form No. 6.	verified on portal	verified on portal
		2.	30-07-1973	Society Registration Certificate of Apurva Co. Op. Housing Society Limited.	Copy	No
		3.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8454.	Copy	No
		4.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8455.	Copy	No
		5.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited,	Copy	No

Advocate

		registered under Sr. No. 8456.		
6.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8457.	Copy	No
7.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8458.	Copy	No
8.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8459.	Copy	No
9.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8460.	Copy	No
10.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8461.	Copy	No
11.	04-05-1996	Society name change Order alongwith amended by-laws, issued by the District Registrar Co-operative Societies Ahmedabad.	Copy	No
12.	13-05-1996	Construction Permission, issued by the Town Development Authority, Ahmedabad Municipal Corporation.	Copy	No
13.	18-04-2001	Allotment Letter, issued by the Apurva Co. Operative Housing Society Limited in favour of Mukesh V. Ghia for Unit No. 307.	Original	Yes
14.	25-04-2001	Possession Letter, issued by the Apurva Co. Operative Housing Society Limited in favour of Mukesh V. Ghia for Unit No. 307.	Original	Yes
15.	26-04-2001	Share Certificate No. 2, issued by the Apurva Co. Op. Housing Society Limited in favour of Mukesh V. Ghia, duly transferred in the name of Shrinivas Papers Private Limited.	Original	Yes
16.	02-04-2009	Payment Receipt No. 344, issued by the Apurva Co. Op. Housing Shops and Offices Society Limited.	Copy	No
17.	04-04-2009	Sale – Deed, made in favour of Minal Nimesh Vora, registered under Sr. No.	Original	Yes

Advocate

		2478.		
	18.	15-12-2015	Form – E, issued by the Ahmedabad Municipal Corporation. – (construction regularised).	Copy No
	19.	15-12-2015	Approved Plan.	Copy No
	20.	03-03-2020 05-03-2020	Deed of Release, made by Lakshmi Vilas Bank Limited in favour of Minal Nimesh Vora, registered under Sr. No. 2173.	Copy No
	21.	01-09-2021	Lease Deed made by Minal Nimesh Vora, in favor of Shrinivas Papers Private Limited registered under Sr. No. 7790.	Copy No
	22.	17-10-2022	Sale – Deed, made in favour of Shrinivas Papers Private Limited, registered under Sr. No. 12805.	Original Yes
	23.	2023 - 24	Municipal Tax Bill, issued by the Ahmedabad Municipal Corporation.	Copy No
	24.	August – 2024	Electricity Bill, issued by the Torrent Power.	Copy No
7	a	Whether certified copy of all title documents are obtained from the relevant sub – registrar office and compared with the documents made available by the 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)		Yes, certified copy of sale- deed No. 12805/2022.
	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).		Yes
8.	a.	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any portal or		Yes

Advocate

		computer system?	
	b.	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes
	C	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No
	d.	Whether proper registration of documents completed. Details thereof to be provided	Yes. (please refer chain of title)
9.	a.	Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub – Registrar office, Ahmedabad – 3 (Memnagar)
	b.	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/registrar-general. If so, please name all such offices.	No
	c.	Whether search has been made at all the offices names at (b) above?	Yes.
	d.	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.
10.	a.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from predecessor in title/interest to the current title holder	Please refer to the “Annexure” annexed herein.
	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/encumbrance for a period of not less than 30 years is encumbrances is mandatory. (Separate Sheets may be used)	No

Advocate

	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:	Yes
	a.	Details of the conveyance Documents	Sale - Deed No. 12805/2022
	b.	Whether the documents is properly stamped	Yes
	c.	Whether the documents is properly registered	Yes
		If LEASEHOLD, whether;	No
	a.	Lease Deed is duly stamped and registered	Not Applicable
	b.	Lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c.	duration of the Lease/unexpired period of lease,	Not Applicable
	d.	if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not Applicable
	e.	Whether the leasehold rights permits for the creation of any superstructure (if possible)?	Not Applicable
	f.	Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
		If Govt grant/ allotment/Lease-cum/Sale Agreement/Occupier/Inam-Holder/whether;	No
	a.	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not Applicable
	b.	the mortgagor is competent to create charge on such property.	Not Applicable
c.	any permission from Govt. or any other	Not Applicable	

Advocate

		authority is required for creation of mortgage and if so such valid permission is available.	
		If occupancy right, whether;	No
	a.	Such right is heritable and transferable,	Not Applicable
	b.	Mortgage can be created.	Not Applicable
12.		Has the property has 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 witness;	Not Applicable
	c.	The Gift/ Settlement Deed transfer the property to Donee.	Not Applicable
	D	whether the Donee has accepted the gift by signing the Gift/ Settlement Deed or by a separated writing or by implication or by actions;	Not Applicable
	E	Whether there is any restriction on the Donor in executing the Gift/ Settlement deed in question;	Not Applicable
	F	whether the Donee is in possession of the gifted property;	Not Applicable
	G	whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person join the creation of mortgage;	Not Applicable
	h.	Any other aspect affecting the validity of the title passed through the Gift/ Settlement deed.	Not Applicable
	I	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
13.		Has the property has been transferred by way of partition/ family settlement deeds,	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	Not Applicable

Advocate

		and enjoyment of his share	
	d.	whether the partition made is valid in law and the mortgagor has acquired a mortgagable 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
	F	Comments on the circumstances such as the availability of a declaration by all the beneficiaries about validity/ genuineness 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

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	b.	Precautions/permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
16.	a.	Where the property is HUF/joint family property?	No
	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.		If the property is 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 purpose or otherwise, whether requisite procedure followed/ permission obtained.	Yes
19.	a.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz.	Not Applicable

Advocate

		Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environment Clearance etc.)	
	b.	Additional aspects relevant for investigation of title as per local laws	Not Applicable
20.	a.	Whether 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 outcome of such/ enquiry?	Yes, verified the online ANYROR portal and did not find any pending/proposed proceedings for land acquisition.
21.	a.	Whether the property is involved in or subject matter of a litigation which is pending or concluded?	No
	b.	If so, whether such litigation would adversely affect the creation of availed 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 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.	No
	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 Borrowing powers, Board resolution, authorisation to create mortgage/ execution of documents, Registration of any prior	Yes, please obtain a certificate from the company secretary for borrowing powers etc.,

Advocate

		charges with the Company Registrar (ROC), Articles of Association/provision for common seal etc.	
	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)? Yes / No.	Not Applicable
	b/4	If the search reveals encumbrances /charges, whether such charges/ encumbrances have been satisfied? Yes/No.	Not Applicable
24.		In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws	Not Applicable
25.	a.	Whether any POA is involved in the chain of title?	No
	b.	Whether the POA involved is one coupled with interest, i.e. a development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not Applicable
	c.	In case the title document is executed by the POA holder, please clarify whether POA involved is (i) one executed by that Builders viz., Companies/ Firms/ Individual or Proprietary Concerns in favour of their	Not Applicable

Advocate

		Partners/ Employees/ Authorised Representatives to sign Flat Allotment Letters, NOCs, Agreement of Sale, sale Deeds, etc., in favour of buyers of flats/units (Builder' POA) or (ii) other type of POA (Common POA).	
	d.	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	Not Applicable
	e.	In case of common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not Applicable
		i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether POA contains a specific - authority for execution of title document in question?	Not Applicable
	f.	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub – registrar also?)	Not Applicable
	g.	Please comment on genuineness of POA?	Not Applicable
	h.	The unequivocal opinion on the enforceability and validity of the POA?	Not Applicable
26.		Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Laws of the place, where it is executed.	Not Applicable
27.	i.	If the property is a flat/apartment or residential/commercial complex	Commercial
	a.	Promoter's/Land owner's title to the land/	Yes

Advocate

	building;	
b.	Development Agreement/ Power of Attorney;	Not Applicable
C	Extent of the authority of the Developer/ builder;	as per the approved Plan
d.	Independent title verification of the Land and/or building in question;	Yes
e.	Agreement for sale (duly registered);	Yes (Sale - Deed)
f.	Payment of proper stamp duty;	Yes
g.	Requirement of registration of sale – agreement, development agreement, POA, etc;	Not required
h.	Approval of building plan, permission of appropriate/local authority;	Yes
i.	Conveyance in favor of Society/ Condominium concerned;	Not Applicable
j.	Occupancy Certificate/allotment letter/ letter of possession;	Not Applicable
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, Co-operative Societies' Laws etc.	Yes
o.	Requirement 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 lay-out and other precaution, if any;	Plans Approved
q.	Whether the numbering pattern of the units/flats tally in all documents such as approved plan agreement plan etc.	Please refer valuation report
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	Not Applicable

Advocate

		furnished.	
	II.C	Whether the registered agreement for sale as prescribed in the above Act/ Rules there under is executed?	Not Applicable
	II.D	Whether the details of the apartment / plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not Applicable
28.		Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	I do not find any charge/ encumbrance to the subjected property from the available revenue records and search from the concerned sub-registrar office(s).
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.	1994 to 19-11-2024.
30.		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Tax Paid
31.	a.	Urban land ceiling clearance whether required and if so, details thereon.	Not applicable, since the Act has been repealed
	b.	Whether No objection Certificate under the Income tax Act is required/ obtained?	Not required.
32.	a.	Details of RTC extracts/ mutation extracts/ Katha extracts pertaining to the property in question.	Yes
	b.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village records?	- No
33	a.	Whether the property offered as security is clearly demarcated?	<u>Demarcation of Property:</u> East: by Office No. 305 West: by Sudarshan Building North: by Office No. 309 South: by Under Pass Road
	b.	Whether the demarcation/ partition of the	Yes

Advocate

		property is legally valid?	
	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,	Yes
		(a) Document in relation to electricity connection;	-Customer id -3147140 – Torrent Power Limited
		(b) Document in relation to water connection;	- Municipal Tenement No. 05150507720001J
		(c) Document in relation to sales tax Registration, if any applicable	-
		(d) Other utility bills ,if any;	Not Applicable
	b.	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Not Applicable
35.	a.	Whether the documents i.e. valuation report/ approved sanctioned plans reflect/indicate any difference/ discrepancy in the boundaries in relation to the Title documents/other documents. (If the valuation report and/or approved sanctioned plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	I do not find any differences/ discrepancies concerning boundaries.
36	a.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
	b.	Property is SARFAESI complaint (Y/N)	Yes
37.	a.	Whether original title deeds are available for creation of mortgage	Yes
	b.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not Applicable
38.		Additional suggestions, If any to	Please obtain all title deeds/

Advocate

		safeguard the interest of Bank/ ensuring the perfection of security.	documents as described in Schedule – "A" written herein under and Declaration at the time of the creation of the Mortgage to be obtained from the Mortgagor.
39.		The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	Any authorized person/Director duly authorized by passing necessary resolution Board Meeting of the Company.

Date: 19-11-2024

Place:Ahmedabad

Ankita Chauhan

Advocate

DRAFT

"ANNEXURE REFERRED HEREIN ABOVE"

(CHAIN OF TITLE)

1. That, the land bearing Final Plot Nos. 306, 307 and 308 paiki Sub Plot No. 10, in the Town Planning Scheme No. 03 of Mouje: Changispur, Taluka: Sabarmati, District: Ahmedabad was purchased by the Apurva Co. Op. Housing Society Limited., a society registered under the provisions of the Gujarat Co-Operative Societies Act, 1962 under Sr. No. GH – 5331 of 1973 on 30-07-1973 (herein after referred to as the "said Society") by -8- diverse Sale – Deeds, dated 13-07-1973, 08-08-1973, and 10-08-1973 registered with Sub – Registrar, Ahmedabad under its respective Sr. Nos. 8454 to 8461. Entries to that effect were entered in the revenue records vide mutation entry Nos. 3137, 3139, 3141, 3142, 3143, 3144, 3145, and 3146, dated 23-04-1974 – confirmed on 27-07-1974.
2. That, the Non-agricultural permission was granted to the aforesaid lands by the competent authority, the records at the office of the concerned officer are dilapidated/torn conditions, therefore we are unable to obtain a copy of the said permission from the concerned Authority i.e. Talati, Changispur, Ahmedabad, therefore the said Authority has issued No records Certificate, interalia stated therein that, the said lands are non-agricultural lands and entries for the non-agricultural mutated at Sr. No. 586 and 614 in its register.
3. That, the District Registrar, Co-operative Societies, Ahmedabad vide its Order No. NDN(01)/027/62/480/96, dated 04-05-1996 had rectified the name of the said Society to Apurva Co. Op. Housing Shops and Offices Society Limited from Apurva Co. Op. Housing Society Limited. Entry to that effect was entered in the revenue records vide mutation entry No. 5965, dated 27-06-2006 – confirmed on 01-08-2006.
4. That, the Ahmedabad Development Authority, Ahmedabad Municipal Corporation vide its Construction Permission No. BNV/C0/W2/907 dated 13-05-1996 had granted the necessary permission to develop and to commence construction of cellar on store on cellar, parking on hollow plinth and residential units from ground floor to third floor, upon the aforesaid land bearing Final Plot Nos. 305+306+308/10, in the Town Planning Scheme No. 3, of Mouje: Changispur, Taluka: Sabarmati, District: Ahmedabad, as per terms and conditions stated therein.
5. That, the said Society had floated a scheme known as "Hi-Scan" upon the aforesaid land.
6. That, the said Society had allotted Unit No. 307, in its scheme known as "HI – SCAN" constructed upon the aforesaid land to Mukesh V. Ghia, by an Allotment Letter, dated 18-04-2001.
7. That, the said Society had allotted -5- shares each of Rs. 50/- being their distinctive Nos. 6 to 10, and issued a Share Certificate No. 2 in favour of Mukesh V. Ghia on 26-04-2001.
8. That, the said Society had given vacant and peaceful possession of the said Unit No. 307, to Mukesh V. Ghia, by a Possession Letter, dated 25-04-2001.
9. That, the said Mukeshbhai Vasantlal Ghia had sold and conveyed his right title and interest in the aforesaid property being Office No. 307, admeasuring about 56.41 sq.mtr., togetherwith undivided proportionate share in the land 22.56 sq.mtr., in the scheme known as "HI - SCAN" constructed upon the aforesaid land to Minal Nimesh Vora, by a Sale – Deed, dated 04-04-2009

Advocate

registered with Sub – Registrar, Ahmedabad – 3 (Memnagar) under Sr. No. 2478.

10. That, the Ahmedabad Municipal Corporation vide its order No. Gruda/AMC/Westzone/18/02/13/05779/ No. 21, dated 15-12-2015 has regularized the irregular construction constructed upon the aforesaid land, as per terms and conditions, and granted Building use permission.

11.(a) That, the said Minal Nimesh Vora had created a charge over her aforesaid property being Office No. 307, in favour of Lakshmi Vilas Bank Limited, by way of Memorandum of Mortgage, dated 24-07-2012 and 28-04-2015 registered with Sub – Registrar, Ahmedabad – 3 (Memnagar) under its respective Sr. Nos. 4221 and 3279.

(b) That, the said Mortgage charges were released by the said Lakshmi Vilas Bank Limited in favour of Minal Nimesh Vora, by way of Deed of Release, dated 03-03-2020 registered with Sub – Registrar, Ahmedabad – 3 (Memnagar) under Sr. No. 2173 on 05-03-2020.

12. That, the said Minal Nimesh Vora had demised her right title and interest in the aforesaid property being Office No. 307, admeasuring about 56.41 sq.mtr., togetherwith undivided proportionate share in the land 22.56 sq.mtr., in the scheme known as "HI - SCAN" constructed upon the aforesaid land, -for- 3 (three) years commencing from 01-09-2021 in favour of Shrinivas Papers Private Limited, by a Lease – Deed, dated 01-09-2021 registered with Sub – Registrar, Ahmedabad – 3 (Memnagar) under Sr. No. 7790.

13. And prior completion of such lease, the said Minal Nimesh Vora had sold and conveyed her right title and interest in the aforesaid property being Office No. 307, admeasuring about 56.41 sq.mtr., togetherwith undivided proportionate share in the land 22.56 sq.mtr., in the scheme known as "HI - SCAN" constructed upon the aforesaid land, to **Shrinivas Papers Private Limited**, by a Sale – Deed, dated 17-10-2022 registered with Sub – Registrar, Ahmedabad – 3 (Memnagar) under Sr. No. 12805.

Date: 19-11-2024

Place: Ahmedabad

Ankita Chauhan

Advocate

- Encl:**
- (i) Certified true copies of Encumbrance Certificate issued by Sub – Registrar office, Ahmedabad.
 - (ii) Search fee receipt No. 20240000031472 issued by Sub – Registrar office, Ahmedabad.
 - (iii) Certified copy of Sale – Deed No. 12805/2022.

CERTIFICATE OF TITLE (Annexure – C)

1. I have examined the Original Title Deeds/Documents as described in Schedule 'A' written herein under intended to be deposited relating to the schedule property/(ies) and offered as security by way of Deposit of title deeds followed by registration and that the documents of title referred to in the Opinion are valid evidence of right title and Interest and that if the said Equitable Mortgage follow by registration is created, it will satisfy the requirements of creation of Equitable Mortgage follow by registration and I further certify that:
2. I have examined the original 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. 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, Certifies copies of such title deeds obtained from the concerned register 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 period from 1994 to 19-11-2024 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). - N.A~~
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). - N.A.~~
8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower i.e. Shrinivas Papers Private Limited.
9. I certify that, Shrinivas Papers Private Limited has absolute right title and interest in the aforesaid property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
10. In case of creation of mortgage by deposit of title-deeds as described in the Schedule-A attached herewith in respect of property as described in Schedule-B, would create a valid and enforceable mortgage.
11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

Advocate

12. It is certified that the property is SARFAESI compliant.

SCHEDULE-A

(Description of the Title Deeds, Documents etc., to be deposit to create Equitable Mortgage)

Sr. No.	Date	Name/Nature of Documents	Original/ Certified Copy
1.	Latest	Extract Village Form No. 7 and mutation Entries in Village Form No. 6.	Certified copy
2.	30-07-1973	Society Registration Certificate of Apurva Co. Op. Housing Society Limited.	Copy
3.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8454.	Copy
4.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8455.	Copy
5.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8456.	Copy
6.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8457.	Copy
7.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8458.	Copy
8.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8459.	Copy
9.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8460.	Copy
10.	10-08-1973	Sale – Deed, made in favour of Apurva Co. Op. Housing Society Limited, registered under Sr. No. 8461.	Copy
11.	04-05-1996	Society name change Order alongwith amended by-laws, issued by the District Registrar Co-operative Societies Ahmedabad.	Copy
12.	13-05-1996	Construction Permission, issued by the Town Development Authority, Ahmedabad Municipal Corporation.	Copy
13.	18-04-2001	Allotment Letter, issued by the Apurva Co. Operative Housing Society Limited in favour of Mukesh V. Ghia for Unit No. 307.	Original
14.	25-04-2001	Possession Letter, issued by the Apurva Co. Operative Housing Society Limited in favour of Mukesh V. Ghia for Unit No. 307.	Original
15.	26-04-2001	Share Certificate No. 2, issued by the Apurva Co. Op. Housing Society Limited in favour of Mukesh V. Ghia, duly transferred in the name of Shrinivas Papers Private Limited.	Original
16.	04-04-2009	Sale – Deed, made in favour of Minal Nimesh Vora, registered	Original

Advocate

		under Sr. No. 2478.	
17.	15-12-2015	Form – E, issued by the Ahmedabad Municipal Corporation. – (construction regularised).	Copy
18.	15-12-2015	Approved Plan.	Copy
19.	03-03-2020 05-03-2020	Deed of Release, made by Lakshmi Vilas Bank Limited in favour of Minal Nimesh Vora, registered under Sr. No. 2173.	Copy
20.	01-09-2021	Lease Deed made by Minal Nimesh Vora, in favor of Shrinivas Papers Private Limited registered under Sr. No. 7790.	Copy
21.	17-10-2022	Sale – Deed, made in favour of Shrinivas Papers Private Limited, registered under Sr. No. 12805.	Original
22.	2023 - 24	Municipal Tax Bill, issued by the Ahmedabad Municipal Corporation with payment receipt.	Copy
23.	Latest	Electricity Bill, issued by the Torrent Power with payment receipt.	Copy
24.	-	NOC to be obtained from the Society.	Original

SCHEDULE-B (Description of the Property)

All that piece and parcels of immovable property being Office No. 307, admeasuring about 56.41 sq.mtr., togetherwith undivided proportionate share in the land 22.56 sq.mtr., in the scheme known as "HI - SCAN" in the Apurva Co. Op. HSG. Shops and Offices Society Limited situated upon the non-agricultural land bearing Final Plot Nos. 306, 307 and 308 paiki Sub Plot No. 10, in the Town Planning Scheme No. 03, of Mouje: Changispur, Taluka: Sabarmati, District: Ahmedabad, the said property is bounded as follows, that is to say on or towards:

East: by Office No. 305

West: by Sudarshan Building

North: by Office No. 309

South: by Under Pass Road

Date: 19-11-2024

Place:Ahmedabad

Ankita Chauhan

Advocate