



THE ATTORNEY'S

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Contact: 9423488869
(Office Time: - 10 A.M to 7 P.M)

Ref: RACPC/Ghatkopar/ September/TIR-21/'24

Dated 11th September '24

To,
The Assistant General Manager,
State Bank of India,
RACPC, Ghatkopar.
Sir,

Sub.: Bill for Title Investigating Report in case of Mrs. Fatema Ebrahim Halvadvaya and
MRS. Zaitoon Fakhruddin Moiyadi -reg.

SR. NO.	ACCOUNT NAME	AMOUNT (Report + Search Challan)
1.	<u>Mrs. Fatema Ebrahim Halvadvaya and MRS. Zaitoon Fakhruddin Moiyadi</u>	Rs. 4000/-
	TOTAL	Rs. 4000/-

Kindly remit our professional charges of Rs.4,000/- (Rupees Four Thousand only) in respect of the above said title certificate in Savings Bank Account bearing SBI A/c No. 20071662860, IFS Code : SBIN0001202.

Kindly share the transaction reference number & transaction date post transfer of amount via email on rkheedubey@gmail.com.

RKHEE DUBEY
Advocate.

Office address:- 502, A wing, Sai Arcade, above Bank of Maharashtra, Shivaji Chowk, Near Kalyan
west station, Kalyan west-421301



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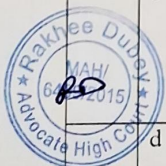
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Dated 11th September 24'

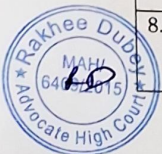
ANNEXURE -B

REPORT ON INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

1	a	Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India, RACPC, Ghatkopar
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	By hand
	c	Name of the Borrower.	MRS. FATEMA EBRAHIM HALVADWALA & MRS. ZAITOON FAKHRUDDIN MOIYADI
2	a	Type of Loan	Education Loan
	b	Type of property	Flat
3	a	Name of the unit/concern/ company/person offering the property/ (ies) as security.	MRS. FATEMA EBRAHIM HALVADWALA & MRS. ZAITOON FAKHRUDDIN MOIYADI
	b	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Individual
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Joint Applicant/Borrower
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.	Flat No. 601, on 6 th Floor, adm. 80.36 sq. mtrs. i.e. 865 sq. fts. of Carpet area along with adm. 16.44 sq. mtrs. i.e. 177 sq. fts. of Attached Terrace area i.e. adm. 110.55 sq. mtrs. i.e. 1190 sq. fts. of Total Sealable Area, in 'B' Wing, in the Project/Building known as "ESSENSEIA", now the Society known as "ESSENSEIA PHASE-1 CO-OPERATIVE HOUSING SOCIETY LTD.," constructed on all that piece or parcel of land bearing Survey No. 24/1 A/1, 24/1 A/2, & Plot No. 11 & 12 out of Survey No. 24/1 B/3, of Village Kondhawa Budruk, Tlauka Haveli, Dist. Pune., Within the jurisdiction of Sub-Registrar of Haveli, in the limits of Pune Municipal Corporation.
	a	Survey No.	Survey No. 24/1 A/1, 24/1 A/2, & Plot No. 11 & 12 out of Survey No. 24/1 B/3,
	b	Door/House no. (in case of house property)	Flat No. 601
	c	Extent/ area including plinth/ built up area in case of house property	adm. 80.36 sq. mtrs. i.e. 865 sq. fts. of Carpet area along with adm. 16.44 sq. mtrs. i.e. 177 sq. fts. of Attached Terrace area i.e. adm. 110.55 sq. mtrs. i.e. 1190 sq. fts. of Total Sealable Area,
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries	Village Kondhawa Budruk, Tlauka Haveli, Dist. Pune., Within the jurisdiction of Sub-Registrar of Haveli, in the limits of Pune

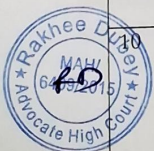


Sr. No	Date	Name / Nature of document	Original/ certified copy/ certified extract/ photocopy etc.	In case of copies, whether the original was scrutinized by the advocate.
6	a	Particulars of the documents scrutinized-serially and chronologically.	Municipal Corporation Mentioned herein under	
	b	Nature 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.	Mentioned herein under	
1.	14.07.2014	Agreement for Sale dated 14.07.2014 executed between M/s. A. V. Bhat Essenseia a Proprietary Concern through its Proprietor Smt. Aruna Ashok Bhat as the Owner-1/Promoters and 1) Mr. Amin Abdul Rajwani, 2) Thakur Hasaram Mulchandani, & 3) Amin Ebrahim Chawhan through its POA Holder M/s. A. V. Bhat Essenseia through its Proprietor Smt. Aruna Ashok Bhat as the Owner No. 2/Consenting Party No. 1 and Shri. Dilip Ramanlal Kabra as the Consenting Party No. 2 and MRS. FATEMA EBRAHIM HALVADWALA & MRS. ZAITOON FAKHRUDDIN MOIYADI as the Purchasers, which is duly registered with SRO, Haveli-13 under Sr. No. HVL-13/4922/2014 on 14.07.2014	Photo copy	No
2.	14.07.2014	Registration Receipt bearing No. 5712 dated 14.07.2014 of Rs. 31080/- issued by SRO, Haveli-13	Photo copy	No
3.	18.07.2014	Index No. II of Agreement for Sale dated 14.07.2014	Photo copy	No
4.	05.11.2019	Share Certificate bearing No. 45 bearing Distinctive Nos from 441 to 450 dated 05.11.2019 issued by the Society	Photo copy	No
5.	12.05.2015	Society Registration Certificate dated 12.05.2015	Photo copy	No
6.	02.09.2013	General Power of Attorney dated 02.09.2013 executed by Smt. Aruna Ashok Bhat & Mr. Kedar Ashok Bhat in favour of Mr. Santosh Eknath More, which is duly registered with SRO, Haveli-21 under Sr. No. HVL-21/5614/2013 on 02.09.2013	Photo copy	No
7.	22.12.2011	Part Occupancy Certificate bearing No. OCC/1052/11 dated 22.12.2011 issued by Pune Municipal Corporation	Photo copy	No
8.	12.10.2011	Part Occupancy Certificate bearing No. OCC/0748/11 dated 12.10.2011 issued by Pune Municipal Corporation	Photo copy	No



The Attorney's Prop. Rakhee Dubey

9.	04.11.2009	Commencement Certificate bearing No. KDB/0077/06 dated 04.11.2009 issued by Pune Municipal Corporation	Photo 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)	No instructions, hence not obtained	
	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).	As above	
8	a	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes, online records available from 2002.	
	b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes, verification made on Index II	
	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	
9	a	Property offered as security falls within the jurisdiction of which sub-registrar office?	Haveli	
	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?	Sub Registrar Assurances at Haveli	
	c	Whether search has been made at all the offices named at (b) above?	Yes	
	d	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No	
	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. 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		

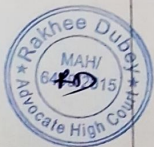


mandatory. (Separate Sheets may be used)

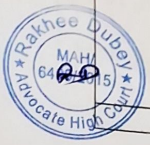
- a. Prior to 1995, Aruna Ashok Bhat is the Owner of all that pieces and parcel of land bearing Survey No. 24/1 A/1, 24/1 A/2, of Village Kondhawa Budruk, Tlauka Haveli, Dist. Pune. Within the jurisdiction of Sub-Registrar of Haveli, in the limits of Pune Municipal Corporation (hereinafter referred to as the **Said Property I**), as per 7/12 Extract.
- b. And whereas by Development Agreement dated 26.11.2007 executed between Aruna Ashok Bhat as the Owners and M/s. A. V. Bhat Builders Pvt. Ltd. as the Developers, which is duly registered with SRO, Haveli-1 under Sr. No. HVL-1/9296/2007 on 26.11.2007, wherein the said Owners have granted development rights of the said Property I in favour of Developer, for the consideration and on the terms and conditions mentioned therein. Further the Owner has executed Power of Attorney dated 26.11.2007 in favour of the Developer, to do all acts, deeds, things and matter on behalf of them, which is duly registered with SRO, Haveli-1 under Sr. No. HVL-1/9297/2007 on 26.11.2007.
- c. And whereas thereafter by two Revocation /Cancellation Deed dated 21.09.2008 executed between Aruna Ashok Bhat as the Owners and M/s. A. V. Bhat Builders Pvt. Ltd. as the Developers, which is duly registered with SRO, Haveli-1 under Sr. No. HVL-1/163/2009 & HVL-1/163/2009 respectively, wherein the said Parties have mutually cancelled or revoked the said Development Agreement & POA dated 26.11.2007.
- d. And whereas the Smt. Aruna Ashok Bhat has formed and registered a proprietorship firm in the name and style as "M/s. A. V. Bhat Essenseia" and introduced the said Property I in to the firm for the development purpose.
- e. Prior to 1995, Thakur Hasarm Mulchandani, Amin Abdul Rajwani & Amin Ebrahim Chawhan is the Owner of all that pieces and parcel of land bearing Plot No. 11 & 12 out of Survey No. 24/1 B/3, of Village Kondhawa Budruk, Tlauka Haveli, Dist. Pune, Within the jurisdiction of Sub-Registrar of Haveli, in the limits of Pune Municipal Corporation (hereinafter referred to as the **Said Property II**), as per 7/12 Extract.
- f. And whereas by Development Agreement dated 23.05.2006 executed between Thakur Hasarm Mulchandani, Amin Abdul Rajwani & Amin Ebrahim Chawhan as the Owners and M/s. A. J. Associates as the Developers, which is duly registered with SRO, Haveli-11 under Sr. No. HVL-11/4049/2006 on 25.05.2006, wherein the said Owners have granted development rights of the said Property II in favour of Developer, for the consideration and on the terms and conditions mentioned therein. Further the Owner has executed Power of Attorney dated 23.05.2006 in favour of the Developer, to do all acts, deeds, things and matter on behalf of them, which is duly registered with SRO, Haveli-11 under Sr. No. HVL-11/4050/2006 on 25.05.2006.
- g. And whereas by Development Agreement dated 28.10.2007 executed between Thakur Hasarm Mulchandani, Amin Abdul Rajwani & Amin Ebrahim Chawhan as the Owners and M/s. A. J. Associates as the Confirming Party Shri. Dilip Ramanlal Kabra as the Developers, which is duly registered with SRO, Haveli-12 under Sr. No. HVL-12/8253/2007 on 28.10.2007, wherein the said Owners have granted, assigned and transferred the development rights of the said Property II in favour of Developer, for the consideration and on the terms and conditions mentioned therein. Further the Owner has executed Power of Attorney dated 28.10.2007 in favour of the Developer, to do all acts, deeds, things and matter on behalf of them, which is duly registered with SRO, Haveli-12 under Sr. No. HVL-12/8254/2006 on 28.10.2007.
- h. And whereas by Development Agreement dated 07.05.2008 executed between Thakur Hasarm Mulchandani, Amin Abdul Rajwani & Amin Ebrahim Chawhan as the Owners and M/s. A. J. Associates & Shri. Dilip Ramanlal Kabra as the Confirming Party and M/s. A. V. Bhat Builders Pvt. Ltd., a Proprietary Concern of Shri. Kedar Ashok Bhat as the Developers, which is duly registered with SRO, Haveli-1 under Sr. No. HVL-1/3974/2008 on 07.05.2008, wherein the said Owners with the previous developers have granted, assigned and transferred the development rights of the said Property II in favour of Developer, for the consideration and on the terms and conditions mentioned therein. Further the Owner with the previous developers have executed Power of Attorney dated 07.05.2008 in favour of the Developer, to



- do all acts, deeds, things and matter on behalf of them, which is duly registered with SRO, Haveli-1 under Sr. No. HVL-1/3975/2008 on 07.05.2008.
- i. And whereas thereafter by Development Agreement dated 10.11.2009 executed between Thakur Hasaram Mulchandani, Amin Abdul Rajwani & Amin Ebrahim Chawhan as the Owners and M/s. A. V. Bhat Builders Pvt. Ltd., M/s. A. J. Associates & Shri. Dilip Ramanlal Kabra as the Confirming Party and M/s. A. V. Bhat Essenseia a Proprietary Concern of Smt. Aruna Ashok Bhat as the Developers, which is duly registered with SRO, Haveli-1 under Sr. No. HVL-1/7679/2009 on 10.11.2009, wherein the said Owners with the previous developers have granted, assigned and transferred the development rights of the said Property II in favour of Developer, for the consideration and on the terms and conditions mentioned therein. Further the Owner with the previous developers have executed Power of Attorney dated 10.11.2009 in favour of the Developer, to do all acts, deeds, things and matter on behalf of them, which is duly registered with SRO, Haveli-12 under Sr. No. HVL-1/7680/2009 on 10.11.2009
 - j. And whereas the said Property I & Property II has hereinafter collectively referred as the said Property.
 - k. And hence pursuant to the aforesaid, and M/s. A. V. Bhat Essenseia a Proprietary Concern of Smt. Aruna Ashok Bhat become entitled to develop the said Property and have sole & exclusive rights to sell and dispose of flats to be constructed building on the said property to the prospective purchasers.
 - l. And whereas the Pune Municipal Corporation has issued Commencement Certificate bearing No. KDB/0077/06 dated 04.11.2009.
 - m. And whereas the Pune Municipal Corporation has granted Part Occupancy Certificate bearing No. OCC/0748/11 dated 12.10.2011. (upto 4th Floor)
 - n. And whereas the Pune Municipal Corporation has granted Part Occupancy Certificate bearing No. OCC/1052/11 dated 22.12.2011. (for 5th & 6th Floor)
 - o. And whereas by General Power of Attorney dated 02.09.2013 executed by Smt. Aruna Ashok Bhat & Mr. Kedar Ashok Bhat in favour of Mr. Santosh Eknath More, to do all acts, deeds, things and matters on behalf of them, which is duly registered with SRO, Haveli-21 under Sr. No. HVL-21/5614/2013 on 02.09.2013.
 - p. And whereas by Agreement for Sale dated 14.07.2014 executed between M/s. A. V. Bhat Essenseia a Proprietary Concern through its Proprietor Smt. Aruna Ashok Bhat as the Owner-1/Promoters and 1) Mr. Amin Abdul Rajwani, 2) Thakur Hasaram Mulchandani, & 3) Amin Ebrahim Chawhan through its POA Holder M/s. A. V. Bhat Essenseia through its Proprietor Smt. Aruna Ashok Bhat as the Owner No. 2/Consenting Party No. 1 and Shri. Dilip Ramanlal Kabra as the Consenting Party No. 2 and MRS. FATEMA EBRAHIM HALVADWALA & MRS. ZAITOON FAKHRUDDIN MOIYADI as the Purchasers, which is duly registered with SRO, Haveli-13 under Sr. No. HVL-13/4922/2014 on 14.07.2014, in respect of Flat No. 601.
 - q. And whereas an Occupants and members of said building formed and registered a Co-operative Housing Society under the provisions of Maharashtra Co-operative Societies Act, 1960 in the named as "ESSENSEIA PHASE-1 CO-OPERATIVE HOUSING SOCIETY LTD." bearing Registration No. PNA/PNA(4)/HSG/(TC)/16676/2015-2016 dated 12.05.2015, accordingly Society Registration Certificate
 - r. And whereas the said Society has issued Share Certificate bearing No. 45 bearing Distinctive Nos from 441 to 450 dated 05.11.2019, in the name of MRS. FATEMA EBRAHIM HALVADWALA.
 - s. This on perusal of the aforesaid documents it appears that MRS. FATEMA EBRAHIM HALVADWALA & MRS. ZAITOON FAKHRUDDIN MOIYADI are having right, title and interest and is absolute owner and sufficiently entitled to Flat No. 601, of the building.
 - t. Since, there is existing charge of State Bank of India, in respect of the said Flat with MRS. FATEMA EBRAHIM HALVADWALA & MRS. ZAITOON FAKHRUDDIN MOIYADI, it is advisable to create equitable mortgage in respect of said Flat in your favour, and hence the present agreement is valid.



	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.	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.)	Freehold Rights of Land & Flat ownership Rights
		If Ownership Rights,	
	a	Details of the Conveyance Documents	Yes
	b	Whether the document is properly stamped.	Agreement for Sale dated 14.07.2014
	c	Whether the document is properly registered.	Yes
		If leasehold, whether;	
	a	The Lease Deed is duly stamped and registered	No
	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.	Yes
		If Govt. grant/ allotment/Lease-cum/ Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;	
	a	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable
	b	the mortgagor is competent to create charge on such property?	Not Applicable
	c	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not Applicable
		If occupancy right, whether;	
	a	Such right is heritable and transferable,	Yes
	b	Mortgage can be created.	Yes
12		Has the property been transferred by way of Gift/Settlement Deed.	No
	a	The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
	b	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not Applicable
	c	The Gift/Settlement Deed transfers the	Not Applicable



	property to Donee;	
d	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
e	Whether the Donee is in possession of the gifted property?	Not Applicable
f	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
g	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
h	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
13	Has the property been transferred by way of partition / family settlement 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	Not Applicable



		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.	
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?	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	a	Is the property an Agricultural land? whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	No
	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, Coastal Zone Regulations, Environmental Clearance, etc.)?	No
	b	Additional aspects relevant for	Not Applicable



		investigation of title as per local laws.	
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?	No outcome
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
	c	Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking?	No
22	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	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 Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	Not Applicable
	b/2	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and 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)?	N.A.
	b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	No



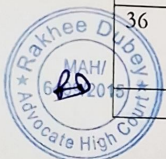
24		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No
25	a	Whether any POA is involved in the chain of title during the period of search?	Yes
	b	Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Yes, POA is registered
		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).	Yes, POA is executed by the Promoter in favour of their representatives on behalf of them
	c	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.	Copy of POA is verified
	d	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA: i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	Not Applicable
	e	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
	f	Please comment on the genuineness of POA?	Genuine
	g	The unequivocal opinion on the enforceability and validity of the POA.	Enforceable by the Law
26		Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the	No



		powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	
27	1	If the property is a flat/apartment or residential/ commercial complex;	Flat Ownership Rights
	a	Promoter's/Land owner's title to the land/ building;	Freehold Rights Land
	b	Development Agreement/Power of Attorney;	Mentioned in the Point No. 10
	c	Extent of authority of the Developer/builder;	Sell
	d	Independent title verification of the Land and/or building in question;	Independent the title of the said flat verify in the SRO
	e	Agreement for sale (duly registered);	Yes
	f	Payment of proper stamp duty;	Yes
	g	Requirement of registration of sale agreement, development agreement, POA, etc.;	Not applicable
	h	Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	i	Conveyance in favour of Society/ Condominium concerned;	No
	j	Occupancy Certificate/allotment letter/letter of possession;	Yes
	k	Membership details in the Society etc.;	Share Certificate bearing No. 45 bearing Distinctive Nos from 441 to 450 dated 05.11.2019 issued by the Society
	l	Share Certificates;	As above
	m	No Objection Letter from the Society;	NOC Letter to be obtained from the Society for creating equitable mortgage
	n	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Complied
	o	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Yes, with Society
	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?	Yes
	II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	No, Society Registered
	II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Yes
	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	Yes



		promoter in the website of Real Estate Regulatory Authority?	
28		Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	We have conducted search for 30 years in SRO, Haveli & there is subject to existing charge of State Bank of India
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.	Year 1995 to 2024 There is subject to existing charge of State Bank of India.
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 required
	b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	Not applicable
32	a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	In the name of Mr. Amin Abdul Rajwani & Others
	b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes, in Index II
33	a	Whether the property offered as security is clearly demarcated?	Yes
	b	Whether the demarcation/ partition of the property is legally valid?	Yes
	c	Whether the property has clear access as per documents? (The property should be legally 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; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes, to be taken on records
	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 not provided
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	Yes



37	a	Whether original title deeds are available for creation of equitable mortgage	Yes
	b	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not applicable
8		<p>Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.</p> <ul style="list-style-type: none"> ➤ Before sanctioning the said loan to the prospective Purchasers/ Borrower the Bank Should ascertain the existence and present status of the status flat/ Building. ➤ Before disbursal of the loan kindly cross verify NOC-Cum Mortgage noting letter issued by the Builder/. ➤ In View of the Various Fraudulent instant, it is notice that the borrower/guarantor presents original the documents alongwith the proposal form at the time of the creation of mortgage. Guarantors deposit colour/ fabricated/ forged title deed, in the above backdrop bank is advised to kindly verify the genuineness of the Title Deed 	
		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	<p>MRS. FATEMA EBRAHIM HALVADWALA & MRS. ZAITOON FAKHRUDDIN MOIYADI</p>

Yours faithfully,



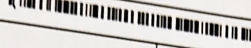
RKHEE DUBEY
Advocate.

CHALLAN
MTR Form Number-6



MH008132123202425U

BARCODE



Date 11/09/2024-20:06:09

Form ID

Department Inspector General Of Registration

Type of Payment Search Fee
Other Items

Payer Details

Office Name HVL12_HAVELI 12 JOINT SUB REGISTRAR

Location PUNE

Year 2024-2025 One Time

TAX ID / TAN (If Any)

PAN No.(If Applicable)

Full Name

Advocate Rakhee Dubey

Account Head Details

0030072201 SEARCH FEE

Amount In Rs.

750.00

Flat/Block No.

Premises/Building

Road/Street

Area/Locality

MUMBAI

Town/City/District

PIN

4 0 0 0 8 9

Remarks (If Any)

Plot No 11 and 12 of Village Kondhawa For 30 years search of flat no 601

Total Amount In Words Seven Hundred Fifty Rupees Only

750.00

Payment Details STATE BANK OF INDIA

FOR USE IN RECEIVING BANK

Cheque-DD Details

Cheque/DD No.

Name of Bank

Name of Branch

Bank CIN

Ref. No.

Bank Date

Bank-Branch

Scroll No. , Date

00040572024091150352 CPAEFEDA15

11/09/2024-20:24:06 Not Verified with RBI

STATE BANK OF INDIA

Not Verified with Scroll

Department ID :

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

Mobile No. : 9769499717

सदर चलान "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही.



Pvt. Ltd., a Proprietary Concern of Shri. Kedar Ashok Bhat as the Developers, which is duly registered with SRO, Haveli-1 under Sr. No. HVL-1/3974/2008 on 07.05.2008, Further the Owner with the previous developers have executed Power of Attorney dated 07.05.2008 in favour of the Developer, which is duly registered with SRO, Haveli-1 under Sr. No. HVL-1/3975/2008 on 07.05.2008.



CERSAI
Central Registry of Securitisation Asset
Reconstruction and Security Interest of India

Debtor Based Search Report

CERSAI Details

PAN: AAEECC5770G
CERSAI GSTIN: 07AAEECC5770G1Z
HSN Code/SAC: 998439
Quantity Units/Unique Quantity Code: N.A.

User Details

Report Download Date: 11-09-2024 18:29:26.001
Transaction ID / QRF NO: 200320397386
Generated by: Public User

Transaction Details

Type of Transaction: Security Interest
Transaction Id: 200320397386
Created By: PUSER
Creation Timestamp: 11-09-2024 18:28:01.000
Search Reference Number: 3803309481059

Search Criteria Entered

Borrower Type: Individual
Asset Category: Immovable
Name of the Debtor: FATEMA EBRAHIM HALVADWALA
PAN: AATPH0633D
Date Of Birth: 1970-10-22
CKYC:

Search Output Details

Asset Details

Asset ID: 200036086558
Asset Category: Immovable
Type Of Asset: Residential
Description Of Asset: Immovable Asset
Survey Number / Municipal Number: 241
Plot Number: 241
Area: 110.5
Area Unit: Square Feet



CERSAI
Central Registry of Securitisation Asset
Reconstruction and Security Interest of India

House / Flat Number / Unit No: B-601
Floor No: 6
Building / Tower Name / Number: ESSENSEIA CHSL
Name of the Project / Scheme / Society / Zone: ...
Street Name / Number: ...
Pocket: ...
Locality / Sector: ...
City / Town / Village: KONDAVA PUNE
District: PUNE
State / UT: Maharashtra
Pin Code / Post Code: 411048
Coordinate 1: ...
Coordinate 2: ...
Coordinate 3: ...
Coordinate 4: ...

Security Interest Details

Security Interest ID: 400036149871
Transaction Id: 200119260804
Total Secured Amount: 4000000.00
Type Of Security Interest: Equitable Mortgage
Type Of Finance: Sole
Details Of Charge: 3X0X4X9X9X1X
Entity Identification Number: A001683339
Created By: 01-01-2020
SI Creation Date In Bank: 15-01-2020 00:00:00.000
SI Registration Date In CERSAI Portal: Not Satisfied
Satisfaction Status:
Miscellaneous Narration:

Current View

Borrower(s) Details

S.No	Type of Borrower	Name of the Borrower	Father / Mother Name	Is Borrower - Asset Owner ?
1	Individual	FATIMA HALVADWALA	IBRAHIM	Yes
2	Individual	ZITOON MOLYADI	FAKHRUDDIN	Yes

Holder Details



CERSAI
Central Registry of Securitisation Asset
Reconstruction and Security Interest of India

Charge Holder Name	Office / Ward / Branch Name
STATE BANK OF INDIA	RACPC GHATKOPAR

Original View

Security Interest ID	400036149871
Transaction Id	200119260804
Total Secured Amount	4000000.00
Type Of Security Interest	Equitable Mortgage
Type Of Finance	Sole
Details Of Charge	NA
Entity Identification Number	3X0X4X9X9X1X
Created By	A001683339
SI Creation Date In Bank	01-01-2020
SI Registration Date In CERSAI Portal	15-01-2020:00:00:00.000
Satisfaction Status	Not Satisfied
Miscellaneous Narration	...

-- End Of Report --

Borrower(s) Details

S.No.	Type of Borrower	Name of the Borrower	Father / Mother Name	Is Borrower - Asset Owner ?
1	Individual	FATIMA HALVADWALA	IBRAHIM	Yes
2	Individual	ZITON MOLYADI	FAKHRUDDIN	Yes

Holder Details

Charge Holder Name	Office / Ward / Branch Name
STATE BANK OF INDIA	RACPC GHATKOPAR

Transaction History

S.No.	Transaction ID	Type of SI	Type of Transaction	Created By	Creation Timestamp	Modified/ Approved By	Modification Timestamp
1	200119260804	Equitable Mortgage	Registration	A001683339	06-01-2020 10:30:50.000	A001667425	15-01-2020 01:52:33.000

RMS Details

Transaction Fees	₹ 10.00
Total Transaction Amount	₹ 10.00
GST Amount	₹ 1.80



CERSAI
Central Registry of Securitisation Asset
Reconstruction and Security Interest of India