

August 29, 2024

LEGAL SCRUTINY REPORT

Annexure "C"

To,
The Assistant General Manager,
Central Bank of India,
Nariman Point Branch,
Ground Floor, Chandramukhi,
Nariman Point, Mumbai.

Dear Sir,

With reference to your instructions bearing letter No. NA dated NA. We submit our Legal Scrutiny Report as hereunder:

1.	Name and address of the Present title holder.	:	MR. QUAISER KHALID, MRS. SUMMANA KHALID, MISS. ZEB QUASIR KHALID & MS. RAINA QUASIR KHALID (Said Joint-Owners)
2.	Name and address of the intending mortgagor	:	As above
3.	Details/Description of the Property/ies to be mortgaged	:	Flat No. 201 area adm 1342.27 Sq. fts. (Carpet area) on Second Floor in Building P i.e. Building No. I-17 known as " Palms Island - IV " situated at Aarey Milk Colony Road, Near Unit No. 26, Goregaon (East), Mumbai 400065 lying on the bearing Survey No.169 (pt) CTS No.1627 (pt) Village- Marol Maroshi , Taluka Borivali Dist. Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai. (" Said Property ")

4.	Details/description of the documents scrutinized		
	A. Xerox copy of Sale Deed dated 17.10.2013 between Mr. Abdur Rahman Mohammad Yusuf therein referred as the Vendor of the One part and Mr. Quaiser Khalid, Mrs. Summana Khalid, Miss. Zeb Quasir Khalid & Ms. Raina Quasir Khalid therein referred as the Purchaser of the Second Part alongwith its registration receipt bearing registration No. BRL/01/9195/2013 dated 18.10.2013.		
	B. Copy of Agreement for Sale dated 23.10.2012 between Royal Palms (India) Pvt. Ltd. formerly known as Amir Parks & Amusement Pvt. Ltd. therein referred as "The Owners" of the One Part and Mr. Abdur Rahman Mohammad Yusuf therein referred as "The Purchaser" of the Other Part alongwith its registration receipt bearing registration No. BDR/02/138/2012 dated 23.10.2012.		
	C. Copy of Property Registered card.		
	D. Copy of the Commencement Certificate dated 24.10.2009 issued by MCGM.		
	E. Copy of the Occupation Certificate dated 02.03.2012 issued by MCGM.		
5.	Brief history of the property/ies and how the present title holder/owner has derived the title. Give the derivation / history of title in chronological order Search and Investigation	:	As per Annexure
6.	Name of The Persons who is/are the present owner/s of the Property/ies.	:	Mr. Quaiser Khalid, Mrs. Summana Khalid, Miss.

		Zeb Khalid Raina Khalid	Quasir & Ms. Quasir
7.	Whether the Property is ancestral/ or under joint ownership or the minor is having interest in the Property? If the property is in joint names, whether the shares of all the co-owners is identified? If so, its effect thereof?	:	N.A.
8.	Whether the party has absolute, clear and marketable title over the property is in joint names, whether the share of all the co-owners is identified? If so, its effect thereof	:	Yes
9.	If the intended Mortgagor is not owner at present, How the title shall be transferred in favour of intended mortgagor	:	N.A.
10.	Whether the permission from any Authority is necessary before creation of mortgage by the intended mortgagor?	:	NOC of the Society
11.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	:	Yes
12.	a) What is the nature of the title of the owner i.e tenancy right, full ownership, occupancy right, possessory right, minor's right or any other type of right? Clarify. b) Leasehold immovable property/ies. (whether the land /building(s) is/are leasehold. Please verify the terms of the lease(s) the name and address(es) of the lessor(s) and whether any permission/NOC from the lessor(s)/company authority is required for transfer such as mortgage, sale ,etc) of the property/ies).	:	Ownership Rights NA
13.	Whether there is any restriction/prohibition under personal laws of the owner/mortgagor to hold the property/ies under the title deed through which he has derived the title.	:	No.
14.	Whether the latest title deed and the immediately previous title deed (all) are available in originals.	:	Yes.
14.1	If all the title deeds are not available in Original, reason thereof, in writing?	:	N.A.
14.2	In case the Original title deeds are not available, the details thereof and the impact on creation of Equitable Mortgage.	:	N.A.
14.3	a) Whether any Power Of Attorney (POA) is involved in the chain of title? 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. 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/	:	No. N.A. N.A.

	<p>Firms/Individual or Proprietary Concern in favour of their Partner/Employees/Authorized Representative to sign Flat Allotment Letters, NOCs, Agreement of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).</p> <p>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.</p> <p>e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.</p> <p>i) Whether the original POA is verified and the title investigation is done on the basis of POA ?</p> <p>ii) Whether the POA is a registered one?</p> <p>iii) Whether the POA is special or general one?</p> <p>iv) Whether the POA contains a specific authority for execution of title document in auction?</p> <p>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?)</p> <p>g) Please comment on the genuineness of POA? The unequivocal opinion on the enforceability and validity of the POA.</p>	:	N.A.
		:	N.A.
		:	N.A.
		:	N.A.
		:	N.A.
15.	Whether the photographs of parties as affixed in conveyance deed/title deed tally with the photograph seen in the certified copy as obtained from the registrar's office?	:	N.A.
16	Whether the building tax/land revenue has been paid, up to date.	:	N.A.
17.	Whether any dues revocable as land revenue are outstanding.	:	N.A.
18.	Whether the land has been converted under the land Revenue laws? If not required to be converted, give reasons.	:	Yes
19.	Whether the land is affected by any revenue and tenancy legislations? If so, how and to what extent and the remedy, if any.	:	No.
20.	Whether the permission under the Urban Land (ceiling & regulation) Act 1976 is necessary or not?	:	N.A.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation surety (viz. Agriculture Laws, weaker Sections, minorities, Land Laws, SEZ regulation, Costal Zone Regulations, Environmental Clearance, etc)?	:	No.
22.	Whether the property is subject to any pending or proposed land acquisition proceeding?	:	N.A.
23.	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	:	N.A.
24.	(a) Is/Are there property/ies free from encumbrances, if no, give details of	:	

	encumbrances.:	
	➤ We have conducted search for 30 years from 1995 to 2024 in the concerned Sub Registrar Office.	
	(b) Please give detailed account of creation of charges/ mortgage of redemption for a minimum period of 13 years and also state the subsisting charges /mortgage if any, mentioned in the encumbrances certificate for the last 13 years in case of priority sector advances and for the last 30 years in all other cases.	
	➤ We have conducted search for 30 years from 1995 to 2024 in the concerned Sub Registrar Office.	
	(c) 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. And 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.	
	➤ As per Annexure.	
25.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded? b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? c) Whether the title documents have any court seal/ making which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/making?	: : : No Litigation is found Pending N.A. No.
26.	a) In case of partnership firm, whether the property belongs o the firm and the deed is property registered? b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws? c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	: : : Property belongs to Individuals
27.	a) Whether the property belongs to a Limited Company , check the borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC) , Article of Association/ provision for common seal etc. b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or limited Liability Partnership (LLP) firm? Yes/No. ii) 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)? iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged)	: Property belongs to Individuals
28.	Whether the proposed equitable Mortgage by deposit of	Yes

	title deeds is possible? If so, what are the documents to be deposited? If deposit is not possible, can there be a simple mortgage or by a Registered mortgage or by any other mode of mortgage?	:	As listed in the Certificate Clause.
29.	Whether the property/ies/are freehold or leasehold or self occupied or tenanted? If lease-hold/tenanted, what is the remaining or term of lease /tenancy? Whether the property/ies can be taken as mortgage and what precautions to be taken?	:	Self Occupied
	In case of leasehold property, whether permission/NOC from the lessor is required for creation of mortgage?	:	N.A.
	If yes, Whether permission / NOC of the lessor is obtained?	:	N.A.
30.	If owner is a company, Partnership Firm, Trust, Temple, Wakf or other legal person, how the title is affected by its Memorandum and Article of Association, Partnership deed, Trust deed or rules or bye laws and what are the precautions to be taken under rules or bye laws and also how the right to create mortgage is affected by Hindu Religious and Endowments Laws and / or Wakf Deed or Wakf Act, as the case may be.	:	Property is belonged to Individuals
31.	If property/ies to be mortgaged is/are flat/apartment in residential or commercial complex, how far independent title is ensured and how the enjoyment of common areas and facilities are ensured to the flat-owner(mortgagor); what are the documents of title available for crating mortgage? Documents/records to be taken from builder/owners and their banker.	:	Independent Agreement for Sale executed under MOFA is duly registered
(a)	If the property is in the nature of Flat/Builder Floor, please state whether the said property is governed by State Apartment/Flats Act or not?	:	MOFA Act
(b)	If the said property is governed by State Apartment/Flats Act, please give the name of the Act.	:	MOFA Act
(c)	If the said property is governed by State Apartment/Flats Act, please inform whether the seller is having absolute roof/terrace rights or is having common share in roof/terrace rights of the said property. Please also inform whether the State Apartment/Flats Act allows selling the property with absolute roof/terrace rights. If yes, then under which provision?	:	Common Share Yes
(d)	If the said property is not governed by State Apartment/Flats Act, whether the seller is having absolute roof/terrace rights or is having common share in roof/terrace rights of the said property?	:	N.A.
(e)	If the said property is not governed by State Apartment/Flats Act, whether the seller is having legal right to sell the property with absolute roof/terrace rights.	:	N.A.
32.	Whether any permission of Income Tax Authorities/Assessing Officer is required under the provision of Income Tax Act for creation of mortgage or any certificate is to be submitted to the Bank to show that no dues are outstanding to the Income Tax	:	We could not found during search.

	Department?	
33.	Flats Owned/controlled by societies: special requirements to be taken if society refuses to note bank lien/interest.	: Bank to obtain Mortgage NOC from the Society.
34.	Please state the names of the persons who should join in the creation of mortgage of the property/ies either by deposit of title deeds or by registered mortgage, etc.	: Mr. Quaiser Khalid, Mrs. Summana Khalid, Miss. Zeb Quasir Khalid & Ms. Raina Quasir Khalid
35.	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
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/finding in this regard.	: Yes
36.	Any additional documents/precautions, required to be taken.	: N.A.
37.	Investigation in regard to Agricultural Land:	: N.A.
	a) Whether lands is surplus. If so, give specific details	: N.A.
	b) Whether lands is self-cultivation	: N.A.
	c) If land is owned in different khatas or is under joint share, give specific share in each Khata.	: N.A.
	d) If consolidation of holdings/acquisition proceeding etc. are in progress in the area, whether the transfer of the land is possible under the state enactments.	: N.A.
	e) Whether any prior/hidden charges exists against the land. Non-encumbrance should be a period of 13 years proceeding the date of this non-encumbrances certificate.	: N.A.
	f) Whether mutation has been completed in case of existing charges/p-rending charges.	: N.A.
	g) Inspection of land on the spot in regard to the quality of land (such as irrigated/unirrigated/water logged, etc.) in order to enable the bank to determine its value.	: N.A.
	h) Whether any Government loan/taccavis/coop loan etc. have been raised against the land, and if so, details about the charges/encumbrances may be specified.	: N.A.
38.	Whether the Real Estate Project Comes Under Real Estate (Regulatory And Development) Act 2016? Y/N	: N.A.
39.	Whether the Project is registered with the Real Estate Regulatory Authority? If so details of such Registration are to be furnished?	: N.A.
40.	Whether the Registered Agreement For Sale as prescribed in the above Act/Rules there under is executed?.	: N.A.
41.	Whether the Details of the Apartment/Plot in question are verified with the list of number and types of apartment or plot booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	: N.A.

42.	Please also specify as to what additional documents, if any, are required for creating valid and enforceable mortgage, if the mortgagor is a company/partnership firm/trust/society/association/LLP/HUF/proprietorship firm.	N.A.
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CERTIFICATE-Unconditional

If Conditional kindly mention the condition to be completed before creation of Mortgage:

A. NA.

CERTIFICATE: We have scrutinized xerox copies of title deeds intended to be deposited relating to the property is to be offered as security by way of equitable mortgage and the documents of title referred to above are perfect evidence of title and that if the said documents are deposited and equitable mortgage is created in the manner required by law and it will satisfy the requirements of creation equitable mortgage.

- 1- There are no prior mortgages/charges whatsoever as could be seen from the encumbrances certificate for the period from 1995 to 2024 pertaining to the immovable property/ies covered by the above said title deed.
- 2- There are prior mortgage / charge to the extent of which are liable to be cleared to be liable to be cleared or satisfied by complying with the following; -.
- 3- There are claims from minor/s and his/ their interest in the property/ies is/are to the extent of Nil. specify the share of minor's with name).
- 4- The undivided share of the minor/s is Nil (specify the share of the minor/s).
- 5- The Property is subject to payment of amount-Nil.
- 6- Provision of Urban Land (ceiling & Regulation) Act 176 are not applicable. If applicable, permission is obtained.
- 7- Holding/acquisition is in accordance with the provisions of the Land Reform Act.
- 8- The Mortgage if created will be perfect and available to the bank for the liability of the prospective borrower, **Mr. Quaiser Khalid, Mrs. Summana Khalid, Miss. Zeb Quasir Khalid & Ms. Raina Quasir Khalid.**
- 9- We have applied for the Certified copy of the Sale Deed dated 17.10.2013 and we will issue certificate of genuineness of the Title Deed upon verification of the same with Original.
- 10- We have examined the record of the Sale Deed dated 17.10.2013 to be executed in favour of the Present owner and certify the genuineness of the original Title Deed.

We shall be liable/responsible, if any loss is caused to the Bank due to negligence on our part in making the search and bank has the unqualified right to publish our name for including in the caution list being maintained by the Indian Bank's Association Or Reserve Bank Of India Or Any Other Such Body for circulation amongst Bank/s Financial Institution.

We certify that **Mr. Quaiser Khalid, Mrs. Summana Khalid, Miss. Zeb Quasir Khalid & Ms. Raina Quasir Khalid** have a valid, clear and marketable title to the Property shown above after completion of the following condition:

1. N.A.

The following documents are required to be deposited for creation of Mortgage:

1. Original Sale Deed dated 17.10.2013 between Mr. Abdur Rahman Mohammad Yusuf therein referred as the Vendor of the One part and Mr. Quaiser Khalid, Mrs. Summana Khalid, Miss. Zeb Quasir Khalid & Ms. Raina Quasir Khalid therein referred as the Purchaser of the Second Part alongwith its registration receipt bearing registration No. BRL/01/9195/2013 dated 18.10.2013 and original Stamp duty payment receipt.
2. Original Agreement for Sale dated 23.10.2012 between Royal Palms (India) Pvt. Ltd. formerly known as Amir Parks & Amusement Pvt. Ltd. therein referred as "The Owners" of the One Part and Mr. Abdur Rahman Mohammad Yusuf therein referred as "The Purchaser" of the Other Part alongwith its registration receipt bearing registration No. BDR/02/138/2012 dated 23.10.2012 and stamp duty payment made receipt.
3. Original full and final Payment made receipt issued by the Developer & Vendor.
4. Original No Objection Certificate issued by the Society for mortgage in favour of Bank.
5. Original Share Certificate issued by the Society in the name of the Mortgagor.
6. Latest maintenance payment made receipt issued by the Society in the name of the Present owner.
7. TDS amounting Rs.75,500/- payment made receipt in the transaction of Sale Deed dated 17.10.2013.
8. Copy of Approved Plan of the Building.

Place : Mumbai
Date : 29.08.2024

Yours truly
Sai Consultancy Services

(Authorized Signatory)

Annexure-A1

Central Bank of India, Nariman Point Branch

A/c : Mr. Quaiser Khalid, Mrs. Summana Khalid, Miss. Zeb Quasir Khalid & Ms. Raina Quasir Khalid

FLOW OF TITLE

- a. It appears from the documents produced before us that agricultural land bearing Survey No. 169(pt) corresponding CTS No. 1627(pt) adm. Area 240 Acres, Village: Marol Maroshi Taluka: Borivali Dist.: Mumbai Sub herein after referred as the larger landed property, was seized and possessed by A.H. Wadia Charity Trust.
- b. And whereas the said larger landed property was subject to and disputed to the Civil Suits bearing Nos. 1745/1983 & 1657/1987 filed by Amir Ahmed Nensey & Nowrashi J. Gomadia respectively in the Hon'ble High Court, Mumbai. And whereas the said suits had been settled and accordingly Consent Terms were filed in both the suits wherein the common order dated 14.06.1990 had been passed by the Hon'ble Justice Shri. S. J. Vazifdar and disposed off the said suits.
- c. And whereas under the said Consent Decree dated 14.06.1990, the said landed property was sold and conveyed to Amir Parks & Amusement Pvt. Ltd. And whereas the said Consent Decree was duly registered with the Sub Registrar's office vide Serial No. 403/1995 dated 10.07.1995. Under the said Registered Consent Decree passed by the Hon'ble High Court, Mumbai, Amir Parks & Amusement Pvt. Ltd., had acquired the said larger landed property who has decided to develop the part of the said larger landed property.
- d. And whereas the said larger landed property was lying under No Development Zone however the construction thereon has been regulated by the Regulation 60 of DCR 1991 since the said larger landed property was to vest to single owner. And whereas since the amendment to Regulation 60 of DCR vide Notification dated 17.02.2000 permitted development for certain purposes, the Amir Parks & Amusement Pvt. Ltd. has herein after referred as the Developer, approached the planning authority for obtaining permission for construction of the building comprising of the service apartments thereon.
- e. And whereas subsequently the Developer/Owner Amir Parks & Amusement Pvt. Ltd. has changed its name to Royal Palms (India) Pvt. Ltd. as per the provisions of the Indian Companies Act 1956.
- f. And whereas the Developer approached the MCGM and MCGM approved the Plan for the Proposed Building P i.e. Building No. I-17 and issued IOD and then commencement Certificate on 24.10.2009 for Proposed Building P i.e. Building No. I-17 and the said CC had ben amended and extended on 22.01.2020 upto Stitl + 7th Upper Floors. And the Developer carried construction of the Building P i.e. Building No. I-17 as per the approved Plan and MCGM issued Occupation Certificate on 02.03.2012 for the Building No. I-17 comprised of Stilt + 7 Upper Floors. Copies of PR card, CC & OC are annexed to the Title Agreement.
- g. And whereas vide Agreement for Sale dated 23.10.2012 between Royal Palms (India) Pvt. Ltd. formerly known as Amir Parks & Amusement Pvt. Ltd. therein referred as "The Owners" of the One Part and Mr. Abdur Rahman Mohammad Yusuf therein referred as "The Purchaser" of the Other Part, the Developer sold the scheduled property to the Original Purchasers for the consideration. And the said Agreement had been registered vide registration No. BDR/02/138/2012 dated 23.10.2012.
- h. Whereas in the present case, the Present owners have acquired the said scheduled property under Sale Deed dated 17.10.2013 between Mr. Abdur Rahman Mohammad Yusuf therein referred as the Vendor of the One part and

Mr. Quaiser Khalid, Mrs. Summana Khalid, Miss. Zeb Quasir Khalid & Ms. Raina Quasir Khalid through tjier Guardian Mr. Quaiser Khalid therein referred as the Purchaser of the Second Part, from the Original Purchaser for the consideration of Rs.75.50 Lacs and on the terms and conditions as mentioned therein and it is observed that the a sum of Rs.74,74,500/- has been paid towards the entire consideration. It is observed that the proof for the payment of TDS amounting to Rs.75,500/- is not annexed to the Title Agreement. The said Deed is duly registered with the concern Sub Registrar's Office vide registration No. BRL/01/9195/2013 dated 18.10.2013.

- i. And whereas it is observed that at the time of acquisition of the scheduled property, co-owners Miss. Zeb Quasir Khalid & Ms. Raina Quasir Khalid were minors as Miss. Zeb Quasir Khalid was 13 years Old & Ms. Raina Quasir Khalid was 8 Years Old. It is observed now after apse of 11 Years from the date of Sale Deed, both of them attained Majority as Miss. Zeb Quasir Khalid has become 24 Years Old & Ms. Raina Quasir Khalid is 19 Years old.

Place : Mumbai
Date : 29.08.2024

Yours truly
Sai Consultancy Services

(Authorized Signatory)