



VIJAY B. CHAVAN

ADVOCATE HIGH COURT

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TO,

10th AUGUST 2024

THE COSMOS CO-OPERATIVE BANK LTD,
Malad East
Mumbai.

- SUBJECT:** Search and title report for Flat No. 404, 4th floor, area admeasuring 31.38 sq. mtrs built up, 4th floor, Maha Shakti Apartment, lying and being at Survey No. 399, Hissa No. 2 & 5., lying being and situated at Village- Virar (Manvel Pada), Taluka Vasai, District- Thane, within the area of Sub-Registrar Vasai- II at Vasai- II owned by Mr. Santosh Maruti Nanavare.
- Name Of The Branch** : Malad East
- Name Of The Owner** : Mr. Santosh Maruti Nanavare.
- Documents Seen** : **YES as mentioned below.**

I have perused the following documents for the purposes of furnishing this legal opinion:

Sr. No.	Description of document	Execution date	Document no.
1	Photocopy of Agreement between M/s Maha Shakti Developers as the Developer and Mr. Santosh Marui Nanavare as the Purchaser, registration receipt and index II extract.	1 st October 2009	VSI2/8548/2009
2	Photocopy of Deed of Rectification between M/s Maha Shakti Developers as the Developer and Mr. Santosh Marui Nanavare as the Purchaser, registration receipt and index II extract.	18 th October 2010	VSI2/11354 of 2010



3	N.A. permission issued by the office of collector of thane in respect of the said land.	26 th December 1988	--
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5. DESCRIPTION OF PROPERTY/ PROPERTIES/ NATURE OF TITLE

1.	Name of the owner/ Mortgagor	Mr. Santosh Maruti Nanavare
2.	Extent of area	Flat no. 404, 4 th floor, area admeasuring 31.38 sq. mtrs built up, 4 th floor, Maha Shakti Apartment
3.	Survey no/Gat No./CTS No.	Survey No. 399, Hissa No. 2 & 5.,
4.	Is property leasehold/freehold/Govt. grant etc.	FREEHOLD
5.	Nature of property	lying being and situated at Village-Virar (Manvel Pada), Taluka Vasai, District- Thane, within the area of Sub-Registrar Vasai- II at Vasai- II
6.	Location	of Revenue -Village Malad (East) Taluka- Borivali
7.	Boundaries on or towards for the Plot/Room	Not provided
8.	Confirmed the boundaries of the Room/plot as per approved plan and as per title deed.	Not provided

6. TRACE OF TITLE/ HISTORY OF PASSING OF TITLE DETAILS OF ANTECEDENT TITLE DEEDS:

It appears that, One Mr. Pradeep R. Kondkar & Other was the original owner of N. A. land admeasuring H. R. 0-06-1 bearing Survey No. 399, Hissa No. 2 & 5., lying being and situated at Village- Virar (Manvel Pada), Taluka Vasai, District- Thane, within the area of Sub-Registrar Vasai- II at Vasai- II (hereinafter referred to as the said land/property)

It appears that, said Mr. Pradeep R. Kondkar & Other executed Agreement of Sale Sub- Registrar Vasai-11 dated 16th July 2008 in favor of Mr. Arvind M. Bari & Other with respect to development of the said land.

It appears that, Mr. Arvind M. Bari & Other has executed irrevocable power of attorney dated 25th August 2008 in favor of Mr. Prasad Pandurang Pawar with respect to the development of the said land.

It appears that, Mr. Prasad Pandurang Pawar has executed irrevocable power of attorney & Development Agreement dated 14th May 2008 in favor of Mr. Prakash D. Vora who are the partners of M/s. Maha Shakti Developers with respect to the Development of the said land (therein called "The Developers").

It appears that, the N.A. permission dated 26th December 1988 issued by the office of collector of thane in respect of the said land.

It appears that, the commencement certificate dated 2nd April 2002 issued by the CIDCO authority.

It appears that, by Agreement dated 1st October 2009 M/s Maha Shakti Developers as the Developer transferred and conveyed the right, title and interest in respect of the flat no. 404, 4th floor, area admeasuring 31.38 sq. mtrs built up, 4th floor, Maha Shakti Apartment, lying and being at Survey No. 399, Hissa No. 2 & 5., lying being and situated at Village- Virar (Manvel Pada), Taluka Vasai, District- Thane, within the area of Sub-Registrar Vasai-II at Vasai- II (hereinafter referred to as the said flat) in favor of Mr. Santosh Marui Nanavare as the Purchaser for the price and on the terms and conditions mentioned therein. the said Agreement dated 1st October 2009 is duly registered under serial NO. VSI2/8548/2009 on 1st October 2009.

It appears that, by Deed of rectification dated 18th October 2010 M/s Maha Shakti Developers as the Developer and Mr. Santosh Maruti Nanavare as the Purchaser rectified the Agreement dated 1st October 2009 as the signature of both the parties on the Page No.2 of the Agreement dated 1st October 2009 was not there at the time of execution of the said agreement



for sale. The said Deed of rectification dated 18th October 2010 is duly registered under serial No. VSI2/11354 of 2010 on 18th October 2010.

It appears that the applicant has initially availed housing loan from our bank and subsequently on or about 19th July 2022 the said loan has been closed.

That the search taken in the office of sub registrar at Mumbai suburban district from 2005 to 2024 appears that, there is no encumbrance in respect of the said Unit. The said search report is enclosed herewith. The Agreement dated 1st October 2009 not found on IGR Maharashtra for purpose of downloading the same, therefore the certified copy of the same be taken on record.

A. DETAILED INFORMATION ABOUT PROPERTY TO BE MORTGAGED:

Details	Remark of counsel
1. Whether the documents of title given raise any doubts or suspicion	No
2. Are all the original title deeds available with the mortgagor; if not, the reasons for non-availability of the same; in case the properties are mortgaged to some other entity, is the original title deed lying with such entry, have the certified true copy of any/ all of the title deeds and lodgment receipt + acknowledgement letter from registrar for the same.	I have been provided with photocopies of all the documents as mentioned above therefore I suggest to take on record the Original documents more particularly mentioned in clause 25.
3. Whether any of the property intended to be given by way of mortgage is subject to any minor's or	No

any other claims? if yes, state whether requisite permission from the concerned court has been obtained and produced or to be obtained?	
4. Whether the property proposed to be mortgaged is subject to the provisions contained under any special enactment/local laws. State implications of such enactment on the charge proposed to be created?	No
5. Whether property to be mortgaged is coming under any restrictions on transfer and whether required permission/consent as per terms of grant/allotment etc. obtained	No restrictions for transfer of flat.
6. Whether provisions of urban ceiling act are applicable? if applicable whether permission obtained.	No
7. Whether the user land has converted under land revenue law? whether N.A. Permission/Change of user permission is obtained/	Yes
8. Whether required documents are available for creating valid equitable mortgage?	Yes
9. What is the tenure of land? (in case of Lease	N.A.



Property) and whether necessary consent permission of lessor obtained.	
10. Whether the land is adiwasi (tribal) Land?	No
11. Whether the land/property is owned by HUF? if yes then what precautions to be taken by the Bank while accepting property owned by HUF?	No
12. Is land/property subject to any reservations/acquisitions/requisitions?	No
13. Whether plans for constructions are sanctioned?	Not provided called upon to comply clause 25
14. Whether commencement certificate issued?	Yes
15. Whether the project is registered under RERA? and registration certificate is obtained on record	Yes
16. Whether completion certificate is obtained?(applicable to property which is of ready possession/resale)	Not provided called upon to comply clause 25
17. Whether there are any restrictions from corporation such as "education Zone", "Green Zone" etc.?	No
18. Is the land taken on lease from state industrial development corporation? If yes whether tripartite	NO

agreement executed?	
19. Whether there are any prior encumbrances. If yes details thereof?	No
20. Evidence of possession, findings on documents and revenue records, details of property tax, land revenue, society maintenance charges or any other statutory dues paid up to date or payable.	Property tax paid receipt And latest Maintenance paid receipt.
21. In case of companies/societies/association/trust whether.	--
a. Memorandum/bye-laws of the society/association authorized to offer its property as security.	N.A
b. Requisite resolutions have been duly passed by the company/society/association permitting mortgage of the properties in favor of the Bank.	NOC to Mortgage shall be taken from Society.
c. Such resolution sets out the names of the persons who are authorized to create charge over the properties.	N.A.
d. In case of public charitable trust whether permission of charity commissioner for borrowing and mortgaging trust property	Not applicable



is obtained and conditions stipulated if any.	
22. In case of devolution of property by a will/succession.	Not applicable
A. Whether probate of will/succession certificate / letter of administration obtained? details thereof	Not applicable
B. If probate/ succession certificate / letters of administration not obtained, then how the mortgagor proposes to prove the title?	Not applicable
C. The safeguards suggested to ensure title to the property offered as security.	No
23. a. whether title deeds perused are in conformity with the search taken? b. whether the registered title deeds are in conformity with the scanned copies of the same or IGR site?	Yes Confirmed Index II with the IGR Maharashtra but scanned copy not available for downloading, hence certified copy be taken on record.
24. whether the chain of title is complete without any missing links	Yes
25. Whether any other documents to be obtained/compliances to be made so as to create valid mortgage.	List of documents to be obtained: 1. Original and certified copy of Agreement dated 1 st October 2009 between M/s Maha Shakti Developers as the Developer and Mr. Santosh Marui Nanavare as the Purchaser, registration receipt and index II

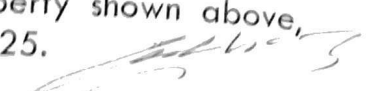
	<p>extract.</p> <p>2. Original Deed of rectification dated 18th October 2010 between M/s Maha Shakti Developers as the Developer and Mr. Santosh Marui Nanavare as the Purchaser, registration receipt and index II extract.</p> <p>✓3. Original Affidavit of non-encumbrance.</p> <p>4. Original NOC to mortgage issued by the Society.</p> <p>5. Original full payment receipt and possession letter issued by M/s Maha Shakti Developers.</p> <p>6. Photocopy of tax paid receipt.</p> <p>7. Photocopy of Maintenance paid receipt.</p> <p>8. Photocopy of occupation certificate.</p> <p>✓9. Original valuation report.</p> <p>10. Photocopy of demarcated area of the flat on the approved sanctioned plan issued by the corporation.</p>
26. a. whether any charge on subject property is found on CERSAI portal? b. if Yes, its Details.	Not Found

CERTIFICATE OF TITLE AND NO ENCUMBRANCE

I have examined Photocopy of title deeds relating to flat no. 404, 4th floor, area admeasuring 31.38 sq. mtrs built up, 4th floor, Maha Shakti Apartment, lying and being at Survey No. 399, Hissa No. 2 & 5., lying being and situated at Village- Virar (Manvel Pada), Taluka Vasai, District- Thane, within the area of Sub-Registrar Vasai- II at Vasai- II and records of Rights for last 20



years vide search Receipt GRN No.
MH006547873202425P. I certify that Mr. Santosh Maruti Nanavare have
an absolute, clear and marketable title over the property shown above,
subject to compliance as suggested under paragraph No 25.


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Office : 3, Sarang Building, Sitaram Jadhav Marg, Lower Parel (W), Mumbai - 400 013.

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Search Report

Date : 10TH AUGUST 2024

To,

The Manager,
Cosmos Bank,
Malad (E) Branch, Mumbai.

Ref: FLAT PREMISES bearing No. B/404 admeasuring 31.38 Square Meter of Built-up area (which is inclusive of the area of the balconies) on the Fourth Floor of the building known as "MAHA SHAKTI APARTMENT" lying being Situated at Survey No. 399, Hissa No. 2 & 5, Village : Manvelpada, Virar East, Taluka Vasai, District Thane. with in the limit of Vasai Virar City Mahanagarपालिका within the Sub-Registration district Vasai -2.

Dear Sir,

As per your instruction, I have carried out an independent search in respect of official website IGR MAHARASHTRA in respect of Sub Registrar's Offices at Palghar District for the period from 2005 to 2024 (20 Years) respectively.
While taking the search, I have found following documents Registered / Index-II therein (please see the pages attached herein).

Search at the Sub Registrar Office of Assurance at Palghar District, for the period from 2005 to 2024:-

2005	Nil
2006	Nil
2007	Nil
2008	Nil
2009	Transaction

Schedule of property: मौजे विरार - उपविभाग क्र -1/1, सदनिका क्र -404, चौथा मजला, महाशक्ती अपार्टमेंट

Agreement for sale between: मे - - महाशक्ती डेव्ह तर्फे भागिदार प्रकाश देवजी बोरा, And सतोष मारुती ननावरे - -,

Date of execution of document: 1ST October 2009,

Date of registration: 1ST October 2009,

Document No.: Vasai-2/8548/2009.

2010 Transaction
Schedule of property: सदनिका न/बि.404, चौथा मजला, महाशक्ती अपार्टमेंट, विरार वमई सदर दस्न हा चुकदुरुम्नी चा असून सदर दस्तात नमूद केल्या प्रमाणे दुरुस्ती करण्यात येत आहे



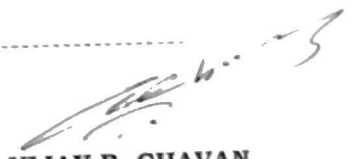
Rectification deed between: मे - - महाशक्ती डेव्हलपर्स नॉर्े भागीदार श्री प्रकाश बोरा .,And श्री मनोरा मास्की
ननावर - -,

Date of execution of document: 18th October 2010,

Date of registration: 18th October 2010,
Document No.: Vasai-1/11354/2010.

2011	Nil
2012	Nil
2013	Nil
2014	Nil
2015	Nil
2016	Nil
2017	Nil
2017	Nil
2018	Nil
2019	Nil
2020	Nil
2021	Nil
2022	Nil
2023	Nil
2024	Nil / NOT UPDATED

Note: This report is subject to mutilated records and torn pages.


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