

# ANUP KHAITAN & CO.

Advocates, High Court

Office: 202, 2<sup>nd</sup> floor,  
Shreeji Chambers,  
60, Janambhoomi Marg,  
Fort, Mumbai – 400 001



Tel – 022 47778315  
Mob – 9821262813/9920377253  
Mail– anup\_khaitan@rediffmail.com  
adyanupkhaitan@gmail.com

Ref No.: AK/UBI/5600/2024

(T.S.R)

DATE: 12.09.2024

To,  
The Branch Manager  
Union Bank of India,  
Goregaon Branch,  
Mumbai.

Resp. Sir,

## TITLE SEARCH REPORT

1.	Date of receipt of original title deeds/documents from the Branch.	Name designation of the official who delivered the original title deeds/documents	Date of delivery of original title deeds/documents along with Title Search report.	Name & designation of the official to whom the original tide deeds/documents along with Title Search report is delivered.
	N. A.	N. A.	N. A.	N. A.

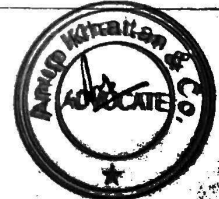
2. Name of the Account and details of the Borrower;

**MS. VIBHUTI SUDHIR CHAMRIA**

3. Full Description of the Mortgaged Property

3.1 Nature of Immovable Property: -

All that Piece and Parcel of Flat No. A-2701 admeasuring 912 square feet built-up area on the 27<sup>th</sup> floor in 'A' Wing of "Gokul Concorde Co-op. Housing Society Ltd." Situated at Village Poisar, W. E. Highway, Kandivali (East), Mumbai – 400 101, consisting of Thirty-Three Upper Floors (With Lift Facility) of the said property, CTS No. 799, 800, 801, 802 (part) & 803 (part), Survey No. 21 (part) & 22, Hissa No. 30 (part), Survey No. 22, Hissa No. 34 (part), Survey No. 24, Hissa No. 2 (part), Village Poisar, Taluka Borivali within the Registration and Sub-Registration District of Mumbai City and



Mumbai Suburban District (hereinafter referred to as "the scheduled property")

3.2 Local Name of the field as applicable including sub - divisions should be mentioned: -

Survey No: Survey No. 21 (part) & 22, Hissa No. 30 (part), Survey No. 22, Hissa No. 34 (part), Survey No. 24, Hissa No. 2 (part)

Hissa No. N. A.

Gut No. N. A.

Town/CTS  
Survey  
/Khasara No. CTS No. 799, 800, 801, 802 (part) & 803 (part)

Patta Nos.: - N. A.

Khata No. N. A.

Plot No: - N. A.

3.3 Number / Identification Details as per Building Map / Plan: -

The said building is Situated at Village Poisar, W. E. Highway, Kandivali (East), Mumbai - 400 101, consisting of Thirty-Three Upper Floors (With Lift Facility) of the said property, CTS No. 799, 800, 801, 802 (part) & 803 (part), Survey No. 21 (part) & 22, Hissa No. 30 (part), Survey No. 22, Hissa No. 34 (part), Survey No. 24, Hissa No. 2 (part), Village Poisar, Taluka Borivali within the Registration and Sub-Registration District of Mumbai City and Mumbai Suburban District.

Extent / Boundaries of Immovable Property: Not Applicable since it is a residential flat.

On or Towards  
East

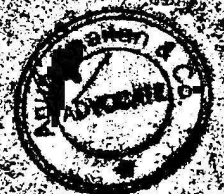
On Or towards  
West

On or Towards  
North

On Or towards  
South

3.5 Name of The Owner: **MS. VIBHUTI SUDHIR CHAMRIA**

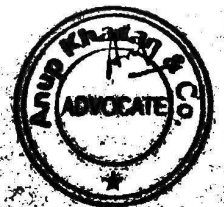
3.6 Nature of ownership:



Free Hold	YES
Lease Hold	N.A.
License	N.A.
Undivided Interest	N.A.
Trust Property	N.A.
Assignee / Grantee of Govt.	N.A.
Cultivating Tenant	N.A.
Title Only by Possession	N.A.
Member/share holder of society	N.A.
Mortgagee	N.A.
Any other person/entity	N.A.

4. Tracing of title:

- i. After reviewing the documents, it has been observed that, M/s. DHARTI ESTATES, a Registered Partnership Firm, having their Office at: Gokul Residency Building, Ground Floor, Surya Village, Western Express Highway, Kandivali (East), Mumbai - 400101, developed the land described in the Schedule hereunder and constructed residential flats and shops therein in Buildings known as "Gokul Concorde"
- ii. On completion of construction of the new building, MCGM granted Occupancy Certificate No. CHE/9418/BP(WS)AR dated 15.07.1999 to the newly constructed Building.
- iii. By an Agreement for Sale dated 01.11.1999 executed between M/s. DHARTI ESTATES referred to as "the Promoter" therein and MRS. PUSHABEN D. BOSMIA referred to as "the Purchaser" therein, the said Purchaser acquired "Flat No. A-2701 admeasuring 912 square feet built-up area on the 27<sup>th</sup> floor in 'A' Wing of "Gokul Concorde Co-op. Housing Society Ltd." Situated at Village Poisar, W. E. Highway, Kandivali (East), Mumbai - 400 101" ( Hereinafter referred to as "the said property") on the terms and conditions more particularly stipulated therein. The said Agreement is duly stamped and registered vide Registration under Sr. No. PBDR/2-5874-1999 issued by SRO of Borivali - 1.



- iv. A Co-Operative Housing Society of the Flat Owners in of the said Building 'Gokul Concorde' was formed and registered under the name and style of "Gokul Concorde Co-Operative Housing Society Ltd.", a Society duly registered under the Maharashtra Co-Operative Societies Act, 1960 under Registration No. BOM/WR/HSG/TC/10634/99-2000 dated 16.12.1999 hereinafter referred to as "the said Society"; And the said MRS. PUSHPABEN D. BOSMIA, is the registered member of the said Society and as such member, is holding 5 (five) fully pair up shares of Rs. 50 each, in the capital of the said Society, under Share Certificate No. 32 [Distinctive Nos. from 161 to 165].
- v. By an Agreement for Sale dated 08.08.2003 executed between MRS. PUSHPABEN D. BOSMIA referred to as "the Transferor" therein and MR. DINESH M. KADAKANE referred to as "the Transferee" therein, the said Transferee acquired the said property on the terms and conditions more particularly stipulated therein. The said Agreement is duly stamped and registered vide Registration Receipt No. 6470 dated 08.08.2003 under Sr. No. BDR/5-6334-2003 issued by SRO of Borivali - 2 (Kandivali).
- vi. The said MR. DINESH M. KADAKANE, as a member of the said Society, was issued 5 Shares with Distinctive Nos. 161 to 165 evidenced by Share Certificate No. 32 issued on 20.06.2000(hereinafter referred to as "the said Shares").
- vii. Thus, the MR. DINESH M. KADAKANE became the absolute legitimate owner and seized and possessed of and otherwise well and sufficiently entitled to, without any charge, lien or mortgage, the said premises viz., **the said Flat and the said Shares.**
- viii. By an Agreement for Sale dated 12.05.2022 executed between **MR. DINESH M. KADAKANE** referred to as "the Seller" therein and **MS. VIBHUTI SUDHIR CHAMRIA** referred to as "the Purchaser" therein, the said **Purchaser acquired** the said property on the terms and conditions more particularly stipulated therein. The said Agreement is duly stamped and registered vide **Registration Receipt No. 11708** dated 12.05.2022 under Sr. No. **BRL/6-10578-2022 issued** by SRO of Borivali - 6.
- ix. It is informed that the share certificates are not transferred in the name of **MS. VIBHUTI SUDHIR CHAMRIA** in the records of the society. **Therefore, the owner, MS. VIBHUTI SUDHIR CHAMRIA should take appropriate steps to transfer the said share certificate in her name before depositing the share certificate with the Bank.**



- x. In this way the title of MS. VIBHUTI SUDHIR CHAMRIA is clear over the said property.
- xi. The said property is presently mortgaged with ICICI Bank Ltd. by MS. VIBHUTI SUDHIR CHAMRIA. The said ICICI Bank has registered Notice of Intimation vide Registration dated 08.06.2023 under Document No. BRL/1-1490-2022 issued by SRO of Borivali - 1.
- xii. Therefore, before creation of mortgage, the bank should take no - dues certificate from ICICI Bank Ltd.

5. Title deeds/document details under which ownership is acquired:

Sr. No.	Doc. No.	Date	Document	Parties to Agreement	
				From	To
a)	PBDR/2-5874-1999	01.11.1999	Agreement for Sale	M/s. DHARTI ESTATES	MS. PUSHPABEN D. BOSMIA
b)	BDR/5-6334-2003	08.08.2003	Agreement for Sale	MS. PUSHPABEN D. BOSMIA	MR. DINESH M. KADAKANE.
c)	BRL/6-10578-2022	12.05.2022	Agreement for Sale	MR. DINESH M. KADAKANE	MS. VIBHUTI SUDHIR CHAMRIA
d)	32	20.06.2000	Share Certificate	N. A.	N. A.
e)	N. A.	15.07.1999	Occupancy Certificate	N. A.	N. A.

6. List of encumbrances: ICICI Bank Ltd.

i. Nature of Encumbrance:

Charge under contract	N.A.
Mortgage	YES
Negative Lien	N.A.
Lease / Tenancy/License	N.A.
Right of Maintenance / Reversion	N.A.
Charge by Operation of Law	N.A.
Preemption Rights	N.A.
Right to specific performance under agreement to sale	N.A.



Lien / First Charge under Law	N.A.
Right of Reversion to Govt.	N.A.
Lis Pendency	N.A.

- ii. Name of the Person in whose favor encumbrance is created: N.A.
- iii. Date on which encumbrance has come into existence: N.A.

7. View of Encumbrances:

A thorough examination of records spanning the last 30 years was conducted at the relevant Sub-Registrar of Assurances offices by our appointed title investigator. During this comprehensive search, we encountered numerous entries, among which the following observations were made:

1. Agreement for Sale dated 01.11.1999 executed between M/s. DHARTI ESTATES referred to as "the Promoter" therein and MRS. PUSHPABEN D. BOSMIA referred to as "the Purchaser" therein, registered vide Registration under Sr. No. PBDR/2-5874-1999 issued by SRO of Borivali - 1.
2. Agreement for Sale dated 08.08.2003 executed between MRS. PUSHPABEN D. BOSMIA referred to as "the Transferor" therein and MR. DINESH M. KADAKANE referred to as "the Transferee" therein, registered vide Registration Receipt No. 6470 dated 08.08.2003 under Sr. No. BDR/5-6334-2003 issued by SRO of Borivali - 2 (Kandivali).
3. Agreement for Sale dated 12.05.2022 executed between MR. DINESH M. KADAKANE referred to as "the Seller" therein and MS. VIBHUTI SUDHIR CHAMRIA referred to as "the Purchaser" therein, registered vide Registration Receipt No. 11708 dated 12.05.2022 under Sr. No. BRL/6-10578-2022 issued by SRO of Borivali - 6.
4. Notice of Intimation vide Registration dated 08.06.2023 under Document No. BRL/1-1490-2022 issued by SRO of Borivali - 1.

It is important to highlight that our search did not reveal any entries related to mortgage, charges or any other forms of encumbrances that could impact the property's title save and except of ICICI Bank Ltd.. For verification and reference, the search report, dated 12.09.2024, along with the receipt for the Government Fee paid on the same date, is attached herewith.

8. Regulatory Issues:	
i) Whether the property is affected by Land Ceiling Law: -	No
ii) Whether the property is affected by Land Fragmentation Law: -	No
iii) Whether the property is affected by Forest Law: -	No
iv) Whether the property is affected by Planning Law: -	No
v) Whether the property is affected by Urban Land Ceiling Law: -	No



vi) Whether the property is affected by rent restriction / control Law: - No

vii) Whether the property is affected by Environment Law: - No

viii) Any other Regulatory issue relating to property such as requirement of permission from Development Authority under law relating to Industrial Parks: No

9. Views on regulatory hurdles: - No

10. List of documents/deeds provided to the Advocate and perused by him:

Copy of documents as mentioned in Sr. No. 5 above

11. List of documents found out, while examining the deeds as above and in the search in the offices of registrar/revenue authorities affecting the property and examined: - NIL

12. List of further documents called for, examined and perused: - NIL

13. Whether the deeds examined are duly stamped as per the Stamp Act: - Yes

14. Whether registration endorsements are in order: - Yes

15. Certificate of examination;

"This is to certify that I have examined each and every page of the documents required for giving the title clearance certificate and do not find that transactions under the documents sham and fictitious."

16. Certificate of Title;

We hereby certify that to the best of our knowledge and based on the documents reviewed, the title of **MS. VIBHUTI SUDHIR CHAMRIA** to the scheduled property herein is clear, marketable, and free from any encumbrances, suitable for an equitable mortgage, subject to the issuance of a No Dues Certificate by ICICI Bank Ltd.

17. List of documents to be called for creating mortgage by deposit of title deeds:

1. Original Agreement for Sale dated 01.11.1999 executed between M/s. DHARTI ESTATES referred to as "the Promoter" therein and MRS. PUSHPABEN D. BOSMIA referred to as "the Purchaser" therein.

2. Original Registration Receipt under Sr. No. PBDR/2-5874-1999 issued by SRO



of Borivali - 1.

3. Original Agreement for Sale dated 08.08.2003 executed between MRS. PUSHPABEN D. BOSMIA referred to as "the Transferor" therein and MR. DINESH M. KADAKANE referred to as "the Transferee" therein.
4. Original Registration Receipt No. 6470 dated 08.08.2003 under Sr. No. BDR/5-6334-2003 issued by SRO of Borivali - 2 (Kandivali).
5. Original Agreement for Sale dated 12.05.2022 executed between MR. DINESH M. KADAKANE referred to as "the Transferor" therein and MS. VIBHUTI SUDHIR CHAMRIA referred to as "the Transferees" therein
6. Original Registration Receipt No. 11708 dated 12.05.2022 under Sr. No. BRL/6-10578-2022 issued by SRO of Borivali - 6.
7. Original Share Certificate No. 32 bearing 5 Shares with Distinctive Nos. 161 to 165 standing in the name of MS. VIBHUTI SUDHIR CHAMRIA.
8. Original NOC from Society for creation of equitable mortgage in favour of Union Bank of India.
9. Original No Dues Letter from ICICI Bank Ltd.
10. Copy of Occupancy Certificate dated 15.07.1999.
11. Copy of Maintenance Bill.
12. Copy of Electricity Bill.

We advise Bank to get the security by way of Equitable Mortgage.

18. Any other suggestion or advise to protect the security interest of the Bank;

- i. We hereby certify that Bank will have right to enforce SARFAESI after creation of equitable mortgage as advised above.
- ii. To protect bank interest, it is advised to have the certified copy of Agreement for Sale dated 12.05.2022 executed between MR. DINESH M. KADAKANE referred to as "the Transferor" therein and MS. VIBHUTI SUDHIR CHAMRIA referred to as "the Transferees" thereinduly obtained from sub registrar office and compare it with the original document to be deposited for creation of equitable mortgage.





- iii. Further the notice of Intimation and CERSAI should be done within 30 days from the date of creation of equitable mortgage and/or disbursement of loan amount, whichever is earlier and confirmation be held on record.

Place: Mumbai  
Date: 12.09.2024

***Yours Faithfully,***



***For M/s Anup Khaitan & Co.,  
Advocate High Court Bombay***



CHALLAN  
MTR Form Number-6



GRN	MH008108169202425U	BARCODE					Date	11/09/2024-14:02:30		Form ID	
Department	Inspector General Of Registration				Payer Details						
Type of Payment	Search Fee Other Items				TAX ID / TAN (If Any)						
					PAN No.(If Applicable)						
Office Name	BRL6_JT SUB REGISTRAR BORIVALI 6				Full Name	Anup Khaitan					
Location	MUMBAI										
Year	2024-2025 One Time				Flat/Block No.	Flat No. A-2701 Gokul Concorde CHSL					
Account Head Details		Amount In Rs.		Premises/Building							
0030072201 SEARCH FEE		750.00		Road/Street	Kandivali East						
				Area/Locality	Mumbai						
				Town/City/District							
				PIN	4 0 0 1 0 1						
				Remarks (If Any)	For 30 years						
				Amount In	Seven Hundred Fifty Rupees Only						
Total			750.00	Words							
Payment Details				STATE BANK OF INDIA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	00040572024091135086		CPAEFCSNH7			
Cheque/DD No.				Bank Date	RBI Date	11/09/2024-14:24:03		Not Verified with RBI			
Name of Bank				Bank-Branch		STATE BANK OF INDIA					
Name of Branch				Scroll No. , Date		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. : 9619045652

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

**A. AMIN**  
**TITLE INVESTIGATOR MUMBAI.**

Dated. 12.09.2024

SEARCH REPORT.

To,  
Mr. Anup Khaitan,  
Advocate High Court,  
Bombay.

Schedule:-Investigation Title Of The Property Bearing All that Piece and Parcel of Flat No. A-2701 admeasuring 912 square feet built-up area on the 27th floor in 'A' Wing of "Gokul Concorde Co-op. Housing Society Ltd." Situated at Village Poisar, W. E. Highway, Kandivali (East), Mumbai - 400 101, consisting of Thirty-Three Upper Floors (With Lift Facility) of the said property, CTS No. 799, 800, 801, 802 (part) & 803 (part), Survey No. 21 (part) & 22, Hissa No. 30 (part), Survey No. 22, Hissa No. 34 (part), Survey No. 24, Hissa No. 2 (part), Village Poisar, Taluka Borivali within the Registration and Sub-Registration District of Mumbai City and Mumbai Suburban District

Owner: - MS. VIBHUTI SUDHIR CHAMRIA

Sir,

As per your instruction I have taken search in respect of above-mentioned property in sub-registries offices at Mumbai (Old Custom House), Bandra (MHADA), Borivali and Goregaon From 1995 To 2024 (30 Years).

I have found following registered therein during the course of search.

SUB- REGISTRAR ASSURANCE OFFICE AT MUMBAI

1995 -----SOME PAGES TORN  
1996 -----PAGES TORN  
1997 -----PAGES TORN  
1998 -----PAGES TORN  
1999 -----SOME PAGES TORN  
2000 ----- PAGES TORN  
2001 ----- PAGES TORN

SUB- REGISTRAR ASSURANCE OFFICE AT BANDRA

1995 -----SOME PAGES TORN  
1996 ----- PAGES TORN  
1997 ----- PAGES TORN  
1998 -----SOME PAGES TORN  
1999 -----SOME PAGES TORN  
2000 ----- PAGES TORN  
2001 ----- NIL & SOME PAGES TORN

SUB- REGISTRAR ASSURANCE OFFICE AT BORIVALI (GOREGAON)

1995 -----SOME PAGES TORN  
1996 -----SOME PAGES TORN  
1997 ----- PAGES TORN  
1998 ----- NIL & S.P.T.  
1999 ----- ENTRY

1. Nature Of Document : AGREEMENT FOR SALE

Schedule : All that Piece and Parcel of Flat No. A-2701 admeasuring 912 square feet built-up area on the 27th floor in 'A' Wing of "Gokul Concorde Co-op. Housing Society Ltd." Situated at Village Poisar, W. E. Highway, Kandivali (East), Mumbai - 400 101, consisting of Thirty-Three Upper Floors (With Lift Facility) of the said property, CTS No. 799, 800, 801, 802 (part) & 803 (part), Survey No. 21 (part) & 22, Hissa No. 30 (part), Survey No. 22, Hissa No. 34 (part), Survey No. 24, Hissa No. 2 (part), Village Poisar, Taluka Borivali within the Registration and Sub-Registration District of Mumbai City and Mumbai Suburban District

M/s. DHARTI ESTATES  
TO  
MRS. PUSHPABEN D. BOSMIA

Execution Date: 01.11.1999  
Indexed On Date: 01.11.1999  
Document Sr. No.: PBDR/2-5874-1999

2000 ----- PAGES TORN  
2001 ----- NIL&SOME PAGES TORN

AT GOREGAON& BORIVALI (BDR - 2, 5, 6, 10, 11, 12, 15, 16 & BRL-5 & 9) (SOME PAGES TORN)  
RECORD)

2002 -----NIL