



VIJAY B. CHAVAN

ADVOCATE HIGH COURT

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TO,

11th OCT 2024

The Manager,
THE COSMOS CO-OPERATIVE BANK LTD,
Malad East Branch.

- SUBJECT:** Search and title report for Office No.C-124 admeasuring 772 sq. ft. Carpet area equivalent to 86.10 sq. mtrs. Built Up area on 2nd Floor in the Building known as Balaji Industrial Premises Co-operative Society Ltd. situated at Hanuman Nagar, Akurli Village, Kandivali East, Mumbai 400101, constructed on all that piece or parcel of land bearing C.T.S. Nos. 168 of Village: Akurli Taluka: Borivali, in the registration District and Sub-District Kandivali Mumbai Suburban. The building consists of Ground + 2 (two) upper Floors without lift and was constructed in the year 1992 (as per O.C.) owned by Mr. Dhirubhai Naranbhai Sondagar and Mrs. Hina Dhirubhai Sondagar.
- Name Of The Branch** : **Malad East Branch**
- Name Of The Owner** : Mr. Dhirubhai Naranbhai Sondagar and Mrs. Hina Dhirubhai Sondagar.
- 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 MESSRS ALANKAR CONSTRUCTION COMPANY as the vendor, and MESSRS. MAHAVIR METAL WORKS as the Purchaser.	25th November, 1980	--
2.	Photocopy of Agreement	15 th May,	



	between M/s, MAHAVIR METAL WORKS, as "THE VENDOR" and M/S. NATIONAL ALUMINIUM & GLASS CO., as "THE PURCHASER"	1987	
3.	Photocopy of Deed of Declaration executed by M/S. NATIONAL ALUMINIUM & GLASS CO., registration receipt.	4th February, 2010	BDR6 01331-2010
4.	Deed of Rectification between M/s, MAHAVIR METAL WORKS, as "THE VENDOR" and M/S. NATIONAL ALUMINIUM & GLASS CO., as "THE PURCHASER"	28 th May, 2010	BDR11-04966-2010
5.	Downloaded scanned copy (from official website IGR Maharashtra) and Photocopy of Agreement for sale between Mr. Ramesh Balubhai Chauhan and Mr. Dinesh Balubhai Chauhan as the transferors and Mr. Dhirubhai Naranbhai Sondagar and Mrs. Hina Dhirubhai Sondagar as the Transferees, registration receipt and index II extract.	26 th September 2024	BRL6/2088 0/2024

5. DESCRIPTION OF PROPERTY/ PROPERTIES/ NATURE OF TITLE

1.	Name of the owner/ Mortgagor	Mr. Dhirubhai Naranbhai Sondagar and Mrs. Hina Dhirubhai Sondagar
2.	Extent of area	Office No.C-124 admeasuring 772 sq. ft. Carpet area equivalent to 86.10 sq. mtrs. Built Up area on 2nd Floor in the Building

		known as Balaji Industrial Premises Co-operative Society Ltd. situated at Hanuman Nagar,
3.	Survey no/Gat No./CTS No.	C.T.S. Nos. 168
4.	Is property leasehold/freehold/Govt. grant etc.	Freehold
5.	Nature of property	Commercial office
6.	Location	of Village: Akurli Taluka: Borivali, in the registration District and Sub-District Kandivali Mumbai Suburban. The building consists of Ground + 2 (two) upper Floors without lift and was constructed in the year 1992 (as per O.C.).
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, by an Agreement dated 25th November, 1980 MESSRS ALANKAR CONSTRUCTION COMPANY, agreed to sell and MESSRS. MAHAVIR METAL WORKS agreed to purchase Office No.C-124 admeasuring 772 sq. ft. Carpet area equivalent to 86.10 sq. mtrs. Built Up area on 2nd Floor in the Building known as Balaji Industrial Premises Co-operative Society Ltd. situated at Hanuman Nagar, Akurli Village, Kandivali East, Mumbai 400101, constructed on all that piece or parcel of land bearing C.T.S. Nos. 168 of Village: Akurli Taluka: Borivali, in the registration District and Sub-District Kandivali Mumbai Suburban. The building consists of Ground + 2 (two) upper Floors without lift and was constructed in the year 1992 (as per O.C.) (hereinafter referred to



as the said office), together with all rights, title, interest, benefits, etc. on the terms and conditions and for the consideration mentioned therein.

It appears that, said Agreement dated 25th November, 1980 was submitted with the Amnesty Scheme of the Government for the payment of proper stamp duty thereon has been paid on the above said Agreement dated 25th November, 1980 and the same is duly certificate to that effect by the General Stamp Office. That the above said Agreement dated 25th November, 1980 was duly stamped and registered with the Deed of Rectification Dated 28th May, 2010 with the Joint Registrar Borivalli 5, M.S.D. under Document Serial No. BDR11-04966-2010 on 28th May 2010.

It appears that, by an Agreement dated 15th May, 1987 made and entered into : BETWEEN : MESRS, MAHAVIR METAL WORKS, as "THE VENDOR" agreed to sell the said office in favour of M/S. NATIONAL ALUMINIUM & GLASS CO., as "THE PURCHASER" for the price and on the terms and conditions mentioned therein. That the above said Agreement dated 15th May, 1987 was duly stamped and registered with the Deed of Declaration Dated 4th February, 2010 with the Joint Sub Registrar Borivali 3. MSD under Document Serial No BDR6 01331-2010 on 08.02.2010.

A society named "Balaji Industrial Premises Co-operative Society Ltd was formed in the said Building "Balaji Industrial Estate" and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No MUM/WR/O/GNL/1367/2006-07 Year 06 Dated 28.12.2006 (hereinafter referred to as "the said society") and M/S NATIONAL ALUMINIUM & GLASS CO. was duly admitted to the membership of the said society and issued Share Certificate No. 124 for ten fully paid up Shares of Rs 50/ each bearing Distinctive Nos. from 1231 to 1240 (both inclusive) by the said Society on 25.06.2007.

It appears that, by an Agreement for Sale dated 10th February, 2010 M/S. NATIONAL ALUMINIUM & GLASS CO., as "THE TRANSFEROR" transferred and conveyed the right, title and interest in respect of the said shop in favour of Mr. RAMESH BALUBHAI CHAUHAN & 2) MR. DINESH BALUBHAI CHAUHAN i.e. "THE TRANSFERORS" for the price

and on the terms and conditions mentioned therein. That the above said Agreement for Sale dated 10 February, 2010 was duly stamped and registered with the Joint Sub Registrar Borivali 4, M.S.D., under Document Serial No BDR10-01510-2010 on 10.02.2010.

It appears that, by Agreement for sale dated 26th September 2024 Mr. Ramesh Balubhai Chauhan and Mr. Dinesh Balubhai Chauhan as the transferors transferred and conveyed the right title and interest in respect of the said flat in favour of Mr. Dhirubhai Naranbhai Sondagar and Mrs. Hina Dhirubhai Sondagar as the Transferees for the price and on the terms and conditions mentioned therein. The said Agreement for sale dated 26th September 2024 is duly registered under serial NO. BRL6/20880/2024 on 26th September 2024

The search taken in respect of the office of the sub registrar from 2005 to 2024, it appears that, there is no encumbrance in respect of the said Shop, the search report is enclosed herewith. The downloaded scanned Agreement for sale dated 26th September 2024 downloaded from IGR Maharashtra and the same is compared with the photocopy of the same, the same found correct.

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	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.



<p>any/ all of the title deeds and lodgment receipt + acknowledgement letter from registrar for the same.</p>	
<p>3. Whether any of the property intended to be given by way of mortgage is subject to any minor's or any other claims? if yes, state whether requisite permission from the concerned court has been obtained and produced or to be obtained?</p>	<p>No</p>
<p>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?</p>	<p>No</p>
<p>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</p>	<p>No restrictions for transfer of said flat.</p>
<p>6. Whether provisions of</p>	<p>No</p>

urban ceiling act are applicable? if applicable whether permission obtained.	
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 Property) and whether necessary consent permission of lessor obtained.	Not known
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?	Copy of plan not provided, comply as per clause 25



14. Whether commencement certificate issued?	Yes
15. Whether the project is registered under RERA? and registration certificate is obtained on record	N.A.
16. Whether completion certificate is obtained?(applicable to property which is of ready possession/resale)	Yes
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 agreement executed?	NO
19. Whether there are any prior encumbrances. If yes details thereof?	Yes
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	Latest Property tax receipt. Latest maintenance paid receipt.
21. In case of companies/ societies/association/tru	--

st 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.	N.A.
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 is obtained and conditions stipulated if any.	Not applicable
22. In case of devolution of property by a will/succession.	N.A.
A. Whether probate of will/succession certificate / letter of administration obtained? details thereof	Not applicable
B. If probate/ succession certificate / letters of	Not applicable



<p>administration not obtained, then how the mortgagor proposes to prove the title?</p>	
<p>C. The safeguards suggested to ensure title to the property offered as security.</p>	<p>No.</p>
<p>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?</p>	<p>Yes</p>
<p>24. whether the chain of title is complete without any missing links</p>	<p>Yes</p>
<p>25. Whether any other documents to be obtained/compliances to be made so as to create valid mortgage.</p>	<p>List of documents to be obtained:</p> <ol style="list-style-type: none"> 1. Original Agreement for sale dated 26th September 2024 between Mr. Ramesh Balubhai Chauhan and Mr. Dinesh Balubhai Chauhan as the transferors and Mr. Dhirubhai Naranbhai Sondagar and Mrs. Hina Dhirubhai Sondagar as the Transferees, registration receipt and index II extract. 2. Original Agreement dated 25th November, 1980 between MESSRS ALANKAR

- CONSTRUCTION COMPANY as the vendor, and MESSRS. MAHAVIR METAL WORKS as the Purchaser.
3. Original Agreement dated 15th May, 1987 between M/s, MAHAVIR METAL WORKS, as "THE VENDOR" and M/S. NATIONAL ALUMINIUM & GLASS CO., as "THE PURCHASER".
 4. Original Deed of Declaration Dated 4th February, 2010 executed by M/S. NATIONAL ALUMINIUM & GLASS CO., registration receipt and index II extract.
 5. Original Deed of Rectification Dated 28th May, 2010 between M/s, MAHAVIR METAL WORKS, as "THE VENDOR" and M/S. NATIONAL ALUMINIUM & GLASS CO., as "THE PURCHASER", registration receipt and index II extract.
 6. Original Detail visit report (confirming the possession of Mr. Ramesh Balubhai Chauhan and Mr. Dinesh Balubhai Chauhan confirm the occupation certificate, share certificate and NOC to mortgage with the office of the society).
 7. Photocopy of share certificate in the name of Mr. Ramesh



	<p>Balubhai Chauhan and Mr. Dinesh Balubhai Chauhan.</p> <p>8. Original share certificate in the name of Mr. Dhirubhai Naranbhai Sondagar and Mrs. Hina Dhirubhai Sondagar (as and when issued by society).</p> <p>9. Original full payment and possession letter issued by Mr. Ramesh Balubhai Chauhan and Mr. Dinesh Balubhai Chauhan.</p> <p>10. Original Affidavit of non-encumbrance.</p> <p>11. Original NOC to mortgage issued by the Society.</p> <p>12. Photocopy of latest Property tax paid receipt.</p> <p>13. Photocopy of Maintenance paid receipt.</p> <p>14. Photocopy of occupation certificate.</p> <p>15. Original indemnity bond in respect of non payment of stamp duty in respect of Agreement dated 25th November, 1980</p> <p>16. Original valuation report.</p> <p>17. Photocopy of Demarcate area of the office on the sanctioned floor plan issued by the Corporation.</p>
<p>26. a. whether any charge on subject property is found on CERSAI portal? b. if Yes, its Details.</p>	<p>Not Found</p>

CERTIFICATE OF TITLE AND NO ENCUMBRANCE

I have examined Photocopy of title deeds relating to Office No.C-124 admeasuring 772 sq. ft. Carpet area equivalent to 86.10 sq. mtrs. Built Up area on 2nd Floor in the Building known as Balaji Industrial Premises Co-operative Society Ltd. situated at Hanuman Nagar, Akurli Village, Kandivali East, Mumbai 400101, constructed on all that piece or parcel of land bearing C.T.S. Nos. 168 of Village: Akurli Taluka: Borivali, in the registration District and Sub-District Kandivali Mumbai Suburban and records of Rights for last 20 years vide search Receipt GRN No. MH009487106202425P, I certify that Mr. Dhirubhai Naranbhai Sondagar and Mrs. Hina Dhirubhai Sondagar have an absolute, clear and marketable title over the property shown above, I further certify that, the documents of the title referred to under the opinion are perfect evidence of right, title and interest of the borrower/mortgagor subject to compliance as suggested under paragraph No 25.


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ADVOCATE HIGH COURT.



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Office : 3, Sarang Building, Sitaram Jadhav Marg, Lower Parel (W), Mumbai - 400 013.
Email : advvijaychavan@rediffmail.com • Mobile : 9320749383, 8108780899

Search Report

Date : 11th OCT 2024

To,

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

Ref: Office No.C-124 admeasuring 772 sq. ft. Carpet area equivalent to 86.10 sq. mtrs. Built Up area on 2nd Floor in the Building known as Balaji Industrial Premises Co-operative Society Ltd. situated at Hanuman Nagar, Akurli Village, Kandivali East, Mumbai 400101, constructed on all that piece or parcel of land bearing C.T.S. Nos. 168 of Village: Akurli Taluka: Borivali, in the registration District and Sub-District Kandivali Mumbai Suburban.

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 Mumbai Suburban 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 Mumbai Suburban District, for the period from 2005 to 2024:-

2005	Nil
2006	Nil
2007	Nil
2008	Nil
2009	Nil

2010 Transaction

Schedule of property: गाळा नं सी .124, 2 रा मजला, बालाजी इंडस्ट्रियल प्रिमायसेस को.ऑप सो ली-, हनुमान नगर, कांदिवली पु मुं 101, एएमएन/2004/पी .नं/एस/5/658/04

Declaration of deed between: मे - - नॅशनल अॅल्युमिनीयम अॅण्ड ग्लास कं तर्फे भागीदार सुमन एस कोटीयन -/,

Date of execution of document: 4th February 2010,

Date of registration: 8th February 2010,

Document No.: BRL-7/1331/2010.

2010 Transaction

Schedule of property: गाळा क्र/सी -124, 2 रा मजला, बालाजी इंडस्ट्रियल ईस्टेट प्रिमायसेस को ऑ सो लि हनुमान नगर कांदिवली पु मुं -101



Agreement for sale between: मे नॅशनल अँड ग्लास वर्कस् चे भागिदार प्रमोद शीना कोटीयन --, मे नॅशनल अँड ग्लास वर्कस् चे भागिदार सुमन शीना कोटीयन --, **And** रमेश बालुभाई चौहान --, दिनेश बालुभाई चौहान --,

Date of execution of document: 10th February 2010,

Date of registration: 10th February 2010,

Document No.: BRL-4/1510/2010.

2010

Transaction

Schedule of property: मुळ वस्त दिनांक 15/5/1987 व बदर 6 /1331/10 दिनांक 8/2/10 वर नोंदणी झालेल्या दस्ताचे चुक दुरुस्ती पत्र

Rectification of deed between: महावीर मेटल वर्क्स चे भागीदार हरीलाल एन शाह --, **And** मे नॅशनल -/ -- अँल्युमिनीयम अँड ग्लास कं तर्फे भागीदार सुमन एस कोटीयन,

Date of execution of document: 28th May 2010,

Date of registration: 28th May 2010,

Document No.: BRL-5/4966/2010.

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

2022 Nil

2023 Nil

2024

Transaction

Schedule of property: {"सदनिका नं/सी -ऑफिस नं :124, माळा नं :2रा मजला, इमारतीचे नावबालाजी इंडस्ट्रियल : लिमिटेड सोसायटी-प्रिमायसेस को, ब्लॉक नं:हनुमान नगर ;,आकुर्ली विलेज, रोड कांदिवली ईस्ट मुंबई :400101"}

