# V.S. Legal Associates

S. V. Lad

Advocates High Court

1A & 5, 5/A, 4th Floor, Kamanwala Chamber,

Premises Co-op. Society Ltd. Sir P. M. Road, Mumbai 400 001

Tel. : 91-022-66316626 Tel. No. : 91-022-617559/60

Email Id: vs legal@yahoo.co.in

Ref. VS/SBI/BKC/6355/2021

Date: 09/11/2021

To,
The Assistant General Manager,
Project Approval Cell
State Bank of India,
Local Head Office,
Synergy Building, 5th Floor,
Bandra Kurla Complex,
C-6 'G' Block, BKC, Bandra (East),
Mumbai – 400 051
Tel No.022-26445537

Annexure - B

# REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY.

1.	a) Name of the Branch/ Business Unit Office seeking opinion	State Bank of India
	b) Reference No. and date of the letter under the under the cover of the documents tendered for scrutiny	
	c) Name of the Borrower.	Flat Purchaser
2.	a) Name of the Unit/ Concern/ Company/ person offering the property/(ies) as security.	M/s. Ashray Estates.
	b) Constitution of the unit/concern/ person offering the property for creation of charge.	Partnership Firm.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.	Prospective flat purchaser/s.
3.		Residential Cum Commercial Project known as "JASWANTI BLISS" consisting of a Building:-
		Building No. 1 of Wing A & B:- Basement 1 & 2 + Ground Floor + 1st Floor to 7th Floor.
	Complete or full description of the immovable property/(ies) offered as security including the following details.	Building No. 1 of Wing C:- Basement 1 & 2 + Ground Floor + 1st Floor to 7th Floor + 8th Refugee Floor + 9th Floor to 12th Floor.
		As per Approved Plan
		8%
	Brough + 1 8	C.C. for entire Plinth upto Top Slab of 1st Level Basement.
	(5)	as per Commencement Certificate

	a) Su	rvey No.	ALL THAT PIECES OR PARCEL OF together with the structure construction the land bearing C.T.S. Nos. 78, 78 25, 77B, 77B/1 to 32, of Village Taluka Kurla & Mumbai Sub District.		construted on s. 78, 78/1 to Village Kurla,	
	b) Do	oor No. (in case	of house property)	Whole Project	Land	
	4 353	stent/ area increa in case of ho	luding plinth/built	Area adm. 193	33 Sq. Mtrs. ar	rea
	d) Lo villag	ocations like n	ame of the place, ration, sub-district	0	strict and b	
				On or towards	s East :- CTS	No 75A
				On or toward	s West :- DP R	Road
				On or toward	s North :- CTS	No. 71
				On or toward		Road
4.	/	Particulars of inized-serially		Mentioned he	rein 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/		rein under	n under		
	Sr. No.	Date of Document	Name of the	parties	Original/ Certified Photocopy/ true copy	the original was
						by the advocate.
	1.	To be entered	executed between Estates as the Pr	omoter of the Prospective as the	Draft Copy	Yes
-	2.	19/10/2018		veyance dated	Original	Yes
			Indenture of Conveyance dated 19/10/2018 executed between M/s. Sai Corporation, a Sole Proprietary concern of Bharat P. Desai as the Vendor of the One Part and M/s. Ashray Estates as the Purchaser of the Other Part, registered with Sub Registrar of Kurla-4 under Sr. No. 12960/2018 on 19/10/2018.		with Photocopy	
			(C.T.S. No. 77B, 7	7B/1-32)	Omicin -1	Yes
	3.	19/10/2018	Power of Attorney dated 19/10/2018 executed by M/s. Sai Corporation, a Sole Proprietory concern of Bharat P. Desai in favor of Mr. Rashmin G. Rughani & Mr. Bharat G. Rughani, Partners of M/s. Ashray Estates, registered with Sub Registrar of Kurla-4 under Sr. No. 12961/2018 on 19/10/2018.		with Photocopy	168
			72 X*Aovoc			

4.	19/10/2018	Development Agreement dated	Original	Yes
		19/10/2018 executed between	with Photocopy	
		Narveer Tanaji Co-op. Hsg. Soc. Ltd. as the Society of the First	Пососору	
		Part and M/s. Sai Corporation, a		
		Sole Proprietary concern of		
j		Bharat P. Desai as the		
		Confirming Party of the Second		
		Part and M/s. Ashray Estates as		
	/	the Developer of the Other Part, registered with Sub Registrar of		
		Kurla-4 under Sr. No.	İ	
		12958/2018 on 19/10/2018		
		(C.T.S. No. 78, 78/1-25)		
5.	19/10/2018	Power of Attorney dated	Original	Yes
	E.	19/10/2018 executed by Narveer	with	
		Tanaji Co-op. Hsg. Soc. Ltd. in	Photocopy	
		favor of Mr. Rashmin G. Rughani & Mr. Bharat G. Rughani,		
		Partners of M/s. Ashray Estates,		
		registered with Sub Registrar of		
		Kurla-4 under Sr. No.		
		12959/2018 on 19/10/2018.		
6.	08/01/2013	Deed of Partnership dated	Original	Yes
		08/01/2013 executed between 1)	with	
		Mr. Rashmin Girdharlal Rughani as the Party of the First Part and	Photocopy	
		and 2) Mr. Bharat Girdharlal		
	`/	Rughani as the Party of the		
		Second Part, together formed a		
		Partnership Firm in the name of		
		"M/s. Ashray Estates."		
7.	07/07/2021	Affidavit cum Declaration dated	Original	Yes
		07/07/2021 executed by	with	
- 0	07/10/2019	Partners of M/s. Ashray Estates.  Resolution passed in SGM held	Photocopy Original	Yes
8.	07/10/2018	by Narveer Tanaji Co-op. Hsg.	with	108
		Soc. Ltd. on 07/10/2018.	Photocopy	
9.	10/10/2018	Resolution passed in SGM held	Original	Yes
	, ,	by Narveer Tanaji Co-op. Hsg.	with	
		Soc. Ltd. on 10/10/2018.	Photocopy	
10.	02/12/2019	Demarcation in respect of 13.40	Original	Yes
		Mteres wide D.P. Road dated	with	
		02/12/2019 issued by Municipal Corporation of Greater Mumbai.	Photocopy	
11.	04/10/2019	Revised LOI dated 04/10/2019	Original	Yes
11.1	01,10,2019	issued by Slum Rehabilitation	with	<del>-</del>
		Authority (SRA)	Photocopy	
12.	07/06/2018	NOC for Height Clearance dated	Original	Yes
		07/06/2018 issued by Airports	with	
10	10/10/2022	Authority of India.	Photocopy	Yes
13.	10/12/2020	Certificate of Registration of	Original with	res
		Project dated 10/12/2020 issued by Maharashtra Real Estate	Photocopy	
		Regulatory Authority.	1.10t0copy	
		(MAHARERA)		
14.	10/12/2019	Commencement Certiuficate	Original	Yes
		dated 10/12/2019 issued by	with	
	•	Slum Rehabilitation Authority	Photocopy	
	10/06/0000	(SRA).	Origin at	Yes
15.	10/06/2020	Title Certificate dated 10/06/2020 issued by Adv.	Original with	1 CS
		AmeeDharmadhikari.	Photocopy	
16.	07/10/2019	Amended Plans for composite	Original	Yes
10.	0.,10,2019	building dated 07/10/2019	with	
		issued by Slum Rehabilitation	Photocopy	
		Authority (SRA)		
		(a) (a) (a)		

	17.	11/08/2020	Amended Plans for building dated 1 issued by Slum Re Authority (SRA)	1/08/2020	Original with Photocopy	Yes
	18.	12/08/2021	Amended Plans for	2/08/2021	Original with Photocopy	Yes
	19.		Property Extracts		Original with Photocopy	Yes
	20.	11/08/2020	Approved Plan 11/08/2020 approved Rehabilitation Authori		Original with Photocopy	Yes
5.	Sub- the propo	ments are obtain Registrar offict documents man posed mortgagor ach certified co	copy of all title ined from the Relevant e and compared with ade available by the P ( Please also enclose ppies and relevant fee long with the TIR	1	rue Copy to be	obtained by
(b)	(i) Whe	ther all pages in documents whi a Sub-Registrar's	n the certified copies of ch are obtained directly office have been verified	As above		
250	(ii) When docu prove original numerical the control (In case)	ere the certified aments are no crided should be inal to ascertain abers in the copy original produced se originals title aring with the ced be handled	e compared with the whether the total page tally page by page with l. deed is not produced for rtified or ordinary copies	As above		
б.	reven prope verific	ue authoritie erty in questic	ds of registrar office or s relevant to the on are available for any online portal or	Partially a record.	available with	concerned
	availa check findin	able, whether are king are made ags in this regar		Yes		
	paper	is possible to	tineness of the stamp be got verified from if so whether such e?	No		
7.			security falls within the ub – registrar office?	Sub Registr	ar Office Kurla	
	regist prope office regist	ration of documerty in question of sub-registra	possible to have nents in respect of the n, at more than one ar/ district registrar/ so, please name all	Sub Regist	rar Office at K	urla
	c) W the of	hether search				8
	d) Wh regist reveal docur	nether the sear ering authoritie l registration nents in respe	ches in the offices of es or any other records of multiple title ct of the property in	No		
8	oldest estab	of title tracing title deed to dishing title	ng the title from the the latest title deed of the property in the predecessors in	As state h	ereunder	
	_		current title holder.	48/4		

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

(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)

# In respect of C.T.S. Nos. 78, 78/1 to 25:-

After going through the record of documents made available to us it is observed Prabhakar Vishnu Yewle was the owner of the land bearing City Survey No. 78, 78/1 to 25, adm. 685.7 Sq. Mtrs. area together with the chawl structures standing thereon, of Village Kurla, Taluka Kurla & Mumbai Suburban District (Herein after referred to as the "said Property No. 1")

It is observed that the said chawl structures were notified as a 'slum' under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, by virtue of the Gazette otification bearing No. ENC/DCK-III/SR-20 dated 16/02/1978 issued by Deputy Collectpor (ENC), Kurla-III and Competent Authority.

Further in order to avail the benefit of Slum Rehabilitation Scheme such occupants/hutments dwellers have purpose to form themselves into a society such as "Narveer Tanaji Society".

It is observed that by an Indenture of Sale dated 04/07/1985, registered with Sub Registrar of Bombay under Sr. No. S-2465/1985, Prabhakar Vishnu Yewle sold, conveyed & assigned his rights together with the chawls structures standing thereon of the said property to Mr. Damodar Balkrishna Nevgi, in his capacity as the Chief Promoter of the Narveer Tanaji Co-op. Hsg. Soc. Ltd. (Proposed), for the terms & conditions contained therein.

It is observed that the slum dwellers have formed a Co-op. Hsg. Soc. Ltd. by the name "Narveer Tanaji Co-op. Hsg. Soc. Ltd.", registered under the Maharashtra Co-operative Housing Societies Act, 1960 vide Registration No. 2/WL/HSg/(TC)/9041 on 21/11/2003 (Herein after referred to as the "said Society") respectively.

Accordingly, the name of Narveer Tanaji Co-op. Hsg. Soc. Ltd. was recorded as the owner of the said property in the records of Property Card Extract.

It is observed that by a Development Agreement dated 28/12/2007, registered with Sub Registrar of Kurla-1 under Sr. No. 9523/2007, Narveer Tanaji Co-op. Hsg. Soc. Ltd. granted its development rights of the said property in favor of M/s. Sai Corporation, a Sole Proprietory concern, for the terms & conditions contained therein.

In pursuance of the above Development Agreement dated 28/12/2007, Narveer Tanaji Co-op. Hsg. Soc. Ltd. also executed Irrevocable Power of Attorney dated 21/01/2008, registered with Sub Registrra of Kurla under Sr. No. 637/2008 in favor of M/s. Sai Corporation, to do necessary acts, deeds, matters & things in respect of the said property.

Further it is observed that the said Narveer Tanaji Co-op. Hsg. Soc. Ltd. and M/s. Sai Corporation for various reasons mutually agreed to cancel/terminate the said Development Agreement dated 28/12/2007 and that the said Society would be free to deal with the said property.

Subsequently it is observed that Narveer Tanaji Co-op. Hsg. Soc. Ltd. in its Special General Body Meeting held on 07/10/2018 has unanimously appointed M/s. Ashray Estates as the Developer to the develop the said property under Slum Rehabilitation Scheme.

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It is observed that by Deed of Partnership dated 08/01/2013 executed between 1) Mr. Rashmin Girdharlal Rughani as the Party of the First Part and and 2) Mr. Bharat Girdharlal Rughani as the Party of the Second Part, together formed a Partnership Firm in the name & style of **M/s.** Ashray Estates registered under Indian Partnership Act, 1932, bearing Profit & Loss sharing ratio of 50%-50% respectively.

It is observed that by a Development Agreement dated 19/10/2018 executed between Narveer Tanaji Co-op. Hsg. Soc. Ltd. as the Society of the First Part and M/s. Sai Corporation, a Sole Proprietary concern of Bharat P. Desai as the Confirming Party of the Second Part and M/s. Ashray Estates as the Developer of the Other Part, registered with Sub Registrar of Kurla-4 under Sr. No. 12958/2018 on 19/10/2018, the said Society with the confirmation of Confirming Party granted its development rights of the sauid property to the Developers i.e. M/s. Ashray Developers, for the terms & conditions contained therein.

In pursuance of the above Development Agreement dated 19/10/2018, Narveer Tanaji Co-op. Hsg. Soc. Ltd. also executed Power of Attorney dated 19/10/2018, registered with Sub Registrar of Kurla-4 under Sr. No. 12959/2018 on 19/10/2018 in favor of Mr. Rashmin G. Rughani & Mr. Bharat G. Rughani, Partners of M/s. Ashray Estates, to do necessary acts, deeds, matters & things in respect of the said property.

# In respect of C.T.S. Nos. 77B, 77B/1 to 32:-

After going through the record of documents made available to us it is observed that Navinchandra Laxmanbhai Kurlawala & others were the owners of the land bearing C.T.S. Nos. 77A, 77A/1 & 77A2, 77B & 77B/1 to 32, adm. 4443.6 Sq. Mtrs. area of Village Kurla, Taluka Kurla & Mumbai Suburban District (Herein after referred to as the "said Property No. 2")

It is observed that by a Deed of Conveyance dated 22/11/2010, registered with Sub Registrar of Kurla-1 under Sr. No. 12754/2010, Navinchandra Laxmanbhai Kurlawala & others sold, conveyed & assigned the said property to M/s. Sai Corporation, for the terms & conditions contained therein.

It is observed that adm. 1247.3 Sq. Mtrs. area was naturally sub-divided as the land bearing C.T.S. No. 77B & 77B/1 to 32 (reffered as the Ashray Estate Land) respectively.

Further it is observed that a portion adm. 910.19 Sq. Mtrs. area out of the Ashray Estate land was declared as a 'slum land' under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 by the Gazette Notification bearing No. SRA/DSLR/Desk-1/T-S1/2G/SaiKurlawala/2014/878 dated 01/07/2014 issued by the Chief Executive Officer, Slum Rehabilitation Authority.

Further in order to avail the benefit of Slum Rehabilitation Scheme such occupants/hutments dwellers have purpose to form themselves into a society such as "Sai Kurlawala Society (Proposed)".

It is observed that by a Indenture of Conveyance dated 19/10/2018 executed between M/s. Sai Corporation, a Sole Proprietary concern of Bharat P. Desai as the Vendor of the One Part and M/s. Ashray Estates as the Purchaser of the Other Part, registered with Sub Registrar of Kurla-4 under Sr. No. 12960/2018 on 19/10/2018, the Vendor sold, conveyed & assigned the said property together with the sum structures standing thereon to the Purchaser, for the terms & conditions contained therein.

In pursuance of the above Indenture of Conveyance dated 19/10/2018, M/s. Sai Corporation, a Sole Proprietory concern of Bharat P. Desai also executed Power of Attorney dated 19/10/2018, registered with Sub Registrar of Kurla-4 under Sr. No. 12961/2018 on 19/10/2018 in favor of Mr. Rashmin G. Rughani & Mr. Bharat G. Rughani, Partners of M/s. Ashray Estates, to do necessary acts, deeds, matters & things in respect of the said property.

It is observed that there was some mistake in Conveyance Deed dated 19/10/2018, registered with Sub Registrar of Kurla-4 under Sr. No. 12960/2018, where it was mentioned as M/s. Ashray Estates paid only consideration of Rs. 1,35,00,000/- and the said mistake was rectified by Rectification Deed dated 12/11/2020, registered with Sub Registrar of Kurla-4 under Sr. No. 10893/2020 on 12/11/2020, wherein the said mistake is rectified between the parties hereto and it is mentioned as M/s. Ashray

Estates paid consideration of Rs. 1,35,00,000/- together with Flat No. 204, A-Wing, 2<sup>nd</sup> Floor, adm. 570.60 Sq. Fts. Rera Carpet area, Flat No. 304, A-Wing, 3<sup>rd</sup> Floor, adm. 570.60 Sq. Fts. Rera Carpet area, Flat No. 204, B-Wing, 2<sup>nd</sup> Floor, adm. 564.79 Sq. Fts. Carpe area, Flat No. 302, B-Wing, 3<sup>rd</sup> Floor, adm. 575.34 Sq. Fts. Rera Carpet area, Flat No. 304, B-Wing, 3<sup>rd</sup> Floor, adm. 564.79 Sq. Fts. Rera Carpet area, Total adm. 2846.11 Sq. Fts. Rera Carpet, Commercial Unit No. A-11, Ground Floor, adm. 757 Sq. Fts. Rera Carpet area, Unit No. A-001, 1<sup>st</sup> Basement, adm. 452 Sq. Fts Rera Carpet, Total adm. 1209 Sq. Fts. Rera Carpet as the consideration for the said property in favor of M/s. Sai Corporation and for the other terms & conditions mentioned therein.

Accordingly it is observed that the name of M/s. Ashray Estates was recorded as the sole owner in the records of Property Card Extracts in respect of the said property.

Therefore, M/s. Ashray Estates were entitled to develop Property No. 1 & Property No. 2 i.e. the land bearing C.T.S. No. 78, 78/1 to 25, adm. 685.7 Sq. Mtrs. area with the chawl structures standing thereon and the land bearing C.T.S. Nos. 77B & 77B/1 to 32, adm. 4443.6 Sq. Mtrs. area of Village Kurla, Taluka Kurla & Mumbai Suburban District (Herein after referred to as the "said Properties")

Subsequently it is observed that M/s. Ashray Estates are developing the Project named as "Jaswanti Bliss" comprising of Wing-A & Wing-B as the Sale Wings and Wing-C as the Rehab cum Sale Wing respectively.

The Airports Authority of India issued NOC for Height Clearance Certificate dated 07/06/2018 in respect of the proposed high rise residential building to be constructed on the said Property.

The Slum Rehabilitation Authority (SRA) issued Letter of Intent (LOI) dated 04/10/2019 bearing No. SRA/ENG/2246/L/PL/LOI for the development of the said Property bearing C.T.S. Nos. 77B & 77B/1 to 32, 78, 78/1 to 25 of Village Kurla.

It is observed that the Executive Engineer (SRA) by its Intimation of Approval vide Order No. SRA/ENG/2897/L/PL/AP dated 07/10/2019 and granted its sanction to develop the building.

The Slum Rehabilitation Authority (SRA) has issued Commencement Certificate vide its Letter No. SRA/ENG/2897/L/PL/AP dated 10/12/2019 to commence construction of the building upto Plinth Level upto Top Slab of Basement for Part Portion and further amended on 11/08/2020 for entire Plinth upto Top Slab of 1st Level Basement of Composite Building as per approved plans dated 11/08/2020 on the said property.

M/s. Ashray Estates has registered the project by the name of "Jaswanti Bliss" under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority under Registration No. P51800027448 dated 10/12/2020 (referred to as the said project)

Verified the amended Building Plan Approval dated 11/08/2020 approved by the Slum Rehabilitation Authority (SRA) to commence construction of a building consisting of **Building No. 1 of Wing A & B**:- Basement 1 & 2 + Ground Floor + 1st Floor to 7th Floor and **Building No. 1 of Wing C**:- Basement 1 & 2 + Ground Floor + 1st Floor to 7th Floor + 8th Refugee Floor + 9th Floor to 12th Floor on the said properties.

In view of the above, M/s. Ashray Estates are entitled to commence the construction of a Residential Building named as "JASWANTI BLISS" on the above said Properties and Sale the flats to the Prospective Purchasers.

### LITIGATION:-

It is observed that during conducting search we have found the entry of Notice of Lis Pendency dated 18/05/2016 in respect of the Land bearing C.T.S. Nos. 77, 77A, 77A-1, A-2 and 77B-1 to 32, adm. 4443.609 Sq. Mtrs. area, of Village Kurla, Taluka Kurla & Mumbai Suburban District of the Party M/s. Sai Corporation through Proprietor Bharat P. Desai, which is registered with Sub Registrar of Kurla-1 under Sr. No. 5229/2016 on dated 18/05/2016 respectively.

Civil Application No. 1250 of 2018 in Writ Petition No. 8353 of 2017

- It is observed that Sai Kurlawala Co-op. Hsg. Soc. (Proposed) as the Applicants had filed Civil Application No. 1250/2018 in the Writ Petition No. 8353/2017 between M/s. Sai Corporation as the Petitioner against 1) State of Maharashtra & others, 2) The Office of Competent Authority & District Deputy Registrar Co-operative Societies, 3) Anand Co-op. Hsg. Soc. Ltd. & 4) M/s. Kurlawala and Kiran Builders Enterprises, Mumbai as the Respondents respectively.
- The Applicants who are not parties to the proceedings have applied for impleadment and for various other reliefs on the ground that various plots occupied by the Applicants bearing C.T.S. Nos. 77B and 77B/1 to 32 adm. 1247.3 Sq. Mtrs. area could not be part of the order of deemed conveyance in view of the fact that the Respondent No. 3 had neither applied for anyt order of deemed conveyance in respect of the above said plots not the same could be applied.
- Further it is observed by the learned senior counsel appearing for the Applicants that on paragraph 6 of the impugned order of the demed conveyance, the Respondent No. 2 has not only included the plots in respect of which an order of deemed conveyance was applied by the society but also included those plots which were occupied by the Applicants.
- Further the Learned Counsel for Respondent No. 3 states that the Respondent No. 3 have never applied for deemed conveyance in respect of the plots claimed by the applicants but has been granted deemed conveyance in respect of C.T.S. No. 77B and 77B/1 to 32. Further submits that Respondent No. 3 does not claim any right, title or interest in respect of the lands which are claimed by the Applicants i.e. C.T.S. Nos. 77B and 77B/1 to 32 adm. 1247.3 Sq. Mtrs. area.
- Further the Learned Counsel for Respondent No. 3 states that though a Deed of Conveyance is already executed in favor of the Respondent No. 3 so as to implement the order dated 10/01/2017 passed by Competent Authority and also the deemed conveyance registration certificate if the same date, the said Deed of Conveyance executed on 21/06/2017 would not affect the rights if the Petitioner and the Respondent No. 3 would not claim any rights in respect of the plots claimed by the Applicants based on the Order dated 10/01/2017 and the statement is accepted in the Hon'ble Court.
- Subsequently it observed that by an Order dated 09/08/2018 the Civil Application No. 1250/2018 is disposed of in aforesaid terms and there shall be no order as to costs.
- Further by an Order dated 27/09/2018, the Order dated 09/08/2018 was corrected and praecipe was disposed of.
- Further no adverse or ad-interim orders have been passed against M/s. Sai Corporation or Sai Kurlawal Co-op. Hsg. Soc. (Proposed) respectively.

It is observed that the project land i.e CTS No. 77B and 77/B/1 to 32 were mistakenly mentioned in the order of Deemed Conveyance dated 10/01/2017 Writ Petition No. 8353 of 2017 and so Sai Kurlawala Co-op. Hsg. Soc. (proposed) had filed an Application herein. Further it is observed that the Anand Co-op. Hsg. Soc. Ltd. had stated that they do not have any claim & rights in respect of the project land and the Hon'ble Court has passed an Order dated 27/09/2018 in respect of the same and Hon'ble Court has directed to file a copy of the Order dated 09/08/2018 with the Authority who has registered the Deed of Conveyance in favour of the Anand Co-op. Hsg. Soc. Ltd. i.e. The Office of Competent Authority & District Deputy Registrar Co-operative Societies and the said Deed of Conveyance is to be read with the Order dated 09/08/2018. Subsequently it is observed that M/s. Twin Developers are not the party to the said suit and the said project land is free from litigations.

9.	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.)	Ownership Rights
10	If leasehold, whether; a) lease Deed is duly stamped and registered	No
	b) lessee is permitted to mortgage the Leasehold right,	Not Applicable

1 1	c) duration of the Lease/unexpired period of lease,	Not Applicable
	d) if, a sub-lease, check the lease deed	Not Applicable
	in favour of Lessee as to whether Lease deed permits sub-leasing and	
	mortgage by Sub- Lessee also.	
	e) Whether the leasehold rights permits	Not Applicable
	for the creation of any superstructure (if applicable)?	
	f) Right to get renewal of the leasehold	Not Applicable
11	rights and nature thereof.	
11.	If Govt grant/ allotment/Lease- cum/Sale Agreement, whether;	
	a) grant/ agreement etc. provides for	No
	alienable rights to the mortgagor with or without conditions,	
	b) the mortgagor is competent to create	Not applicable
	charge on such property.	
	c) whether any permission from Govt, or any other authority is required for	Not applicable
	creation of mortgage and if so whether	
10	such valid permission is available.	
12	If occupancy right, whether;	N
	a) Such right is heritable and transferable,	No
-	b) Mortgage can be created.	Not applicable
13	Nature of Minor's interest, if any and if	No
	so, whether creation of mortgage could be possible, the modalities/procedure to	
	be followed including court permission	·
	to be obtained and the reasons for	
14	coming to such conclusion.  If the property has been transferred by	
	way of Gift/Settlement Deed, whether:	
	a) The Gift/Settlement Deed is duly	No
	stamped and registered;	
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
	c) The Gift/Settlement Deed transfers	Not Applicable
	the property to Donee;	
	d) Whether the Donee has accepted the	Not Applicable
	gift by signing the Gift/Settlement Deed or by a separated writing or by	
	implication or by actions;	N A 1 11
	e) Whether there is any restriction on the Donor in executing the	Not Applicable
	gift/settlement deed in question;	
	f) Whether the Donee is in possession of	Not Applicable
	the gifted property; g) Whether any life interest is reserved	Not Applicable
	for the Donor or any other person and	
	whether there is a need for any other	
	person to join the creation of mortgage; h) Any other aspect affecting the validity	Not Applicable
	of the title passed through the	
15.	gift/settlement deed.  a) In case of partition/family settlement	No
13.	deeds, whether the original deed is	
	available for deposit. If not the	
	modality/procedure to be followed to create a valid and enforceable mortgage	
	b) Whether mutation has been effected	Not Applicable
	and whether the mortgagor	
	possession and enjoyment of his share.	
	9	· · · · · · · · · · · · · · · · · · ·

	c) Whether the partition made is valid in	Not Applicable
	law and the mortgagor has acquired a	
	mortgagable title thereon.	
	d) In respect of partition by a decree of	Not Applicable
	court, whether such decree has become	
	final and all other conditions/	
	formalities are completed/ complied	, , ,
	with.	
	e) Whether any of the documents in	Not Applicable
	question are executed in counterparts	
	or in more than one set? If so,	
	additional precautions to be taken for	
	avoiding multiple mortgages?	
16.	Whether the title documents include	No
	any testamentary documents /wills?	
	(a) In case of wills, whether the will is	
	registered will or unregistered will?	
	(b) Whether will in the matter needs a	Not Applicable
	mandatory probate and if so whether	
	the same is probated by a competent	
	court?	
	(c) Whether the property is mutated on	Not Applicable
	the basis of will?	
	(d) Whether the original will is available?	Not Applicable
	- de de la constante de la con	TT
	(e) Whether the original death certificate	Not Applicable
	of the testator is available?	
	(f) What are the circumstances and/or	Not Applicable
	documents to establish the will in	Trot Tippicasio
	question is the last and final will of the	
	testator?	
	(Comments on the circumstances such	
	as the availability of a declaration by all	
	the beneficiaries about the	
	genuineness/ validity of the will, all	
	parties have acted upon the will, etc.,	
	which are relevant to rely on the will,	Land to the second seco
	The state of the s	
1 77	deeds are to be explained.)	NI -
17.	(a) Whether the property is subject to	No
	any wakf rights?	27 . 4 . 1' . 1.1
	(b) Whether the property belongs to	Not Applicable
	church/ temple or any religious/other	
	institutions having any restriction in	n e e e e e e e e e e e e e e e e e e e
	creation of charges on such properties?	
	(c) Precautions/ permissions, if any in	Not Applicable
	respect of the above cases for creation of	
	mortgage?	
18.	a) Where the property is a HUF/joint	No
	family property, 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.	
	b) Please also comment on any other	Not Applicable
	aspect which may adversely affect the	
	validity of security in such cases?	
	(a) Whether the property belongs to any	No
19		
19.	trust or is subject to the rights of any	
19.	trust or is subject to the rights of any	
19.	trust?	Not Applicable
19.	trust? (b) Whether the trust is a private or	Not Applicable
19.	trust?  (b) Whether the trust is a private or public trust and whether trust deed	
19.	trust? (b) Whether the trust is a private or	

	(c) If so additional precautions/	Not Applicable
1	permissions to be obtained for creation	
	of valid mortgage?	
	d) Requirements, if any for creation of	Not Applicable
	mortgage as per the central/state laws	Trot rippinousis
	applicable to the trust in the matter	N.T
20	(a) If the property is Agricultural land,	No
	whether the local laws permit mortgage	
	of Agricultural land and whether there	
1	are any restrictions for	
	creation/enforcement of mortgage.	
	(b) In case of agricultural property other	Not Applicable
	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
	1 4 7	Not Applicable
	Agricultural land for commercial	
	purposes or otherwise, whether	
	requisite procedure followed /	
	permission obtained.	
21.	Whether the property is affected by any	NOC for Height Clearance dated
	local laws or other regulations having a	07/06/2018 issued by Airports
	bearing on the creation security (viz.	Authority of India.
	Agricultural Laws, weaker Sections,	
	minorities, Land Laws, SEZ regulations,	
	Costal Zone Regulations, Environmental	
1	Clearance, etc.),	
22.		No
22.	(a) Whether the property is subject to	110
	any pending or proposed land	
	acquisition proceedings?	TY NY 1 1 A
	(b) Whether any search/enquiry is made	
	with the Land Acquisition Office and the	proceeding is pending.
	outcome of such search/enquiry.	
23.	(a) Whether the property is involved in	No
	or subject matter of any litigation which	
	is pending or concluded?	
	(b) If so, whether such litigation would	Not Applicable
	adversely affect the creation of a valid	
	mortgage or have any implication of its	
	future enforcement?	
		Not Applicable
	(c) Whether the title documents have	Not Applicable
	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.	
24.	(a) In case of partnership firm, whether	Yes, M/s. Ashray Estates, a
	the property belongs to the firm and the	Partnership Firm incorporated
	deed is properly registered.	under the provisions of Indian
	<b>, ,</b>	Partnership Act, 1932.
	(b) Property belonging to partners,	Not Applicable
	whether thrown on hotchpot? Whether	1.501.pp.1.500.10
	formalities for the same have been	
	1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
	completed as per applicable laws?	DT 4 A 1' 11
	(c) Whether the person(s) creating	Not Applicable
	mortgage has/have authority to create	
	mortgage for and on behalf of the firm.	
25.	Whether the property belongs to a	No
	Limited Company, check the Borrowing	
	powers, Board resolution, authorization	
	to create mortgage/execution of	
	documents, Registration of any prior	
	charges with the Company Registration	
1	(BOO) Articles of Accomistion	*
	(ROC), Articles of Association provision	<b>^\</b>
	for common seal etc.	+)
	10/1/2	))
	MOGST	7

	i) Whether the property (to be	Not Applicable
	mortgaged) is purchased by the above Company from any other Company or	
	Limited Liability Partnership (LLP) firm?	
	ii) if yes, whether the search of charges	Not Applicable
	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	Not Assistant
	reveals any prior	Not Applicable
	charges/encumbrances, on the property	
	(proposed to be mortgaged) created by	
	the vendor company (seller) ?	
		Not applicable
	encumbrances/charges whether such	
	charges/encumbrances have been satisfied	
26.	In case of Societies, Association, the	No
-0.	required authority/power to borrower	110
	and whether the mortgage can be	
	created, and the requisite resolutions,	
07	bye-laws.	V.
27.	a) Whether any POA is involved in the chain of title?	Yes
	b) Whether the POA involved is one	Power of Attorney date
	coupled with interest, i.e. a	19/10/2018 executed by M/s. Sa
	Development Agreement-cum-Power of	Corporation, a Sole Proprietor
	Attorney. If so, please clarify whether	concern of Bharat P. Desai in favo
	the same is a registered document and	of Mr. Rashmin G. Rughani & M
	hence it has created an interest in	Bharat G. Rughani, Partners
	favour of the builder/developer and as	M/s. Ashray Estates, registere
	such is irrevocable as per law.	with Sub Registrar of Kurla- under Sr. No. 12961/2018 of
		19/10/2018.
		Power of Attorney dated
		19/10/2018 executed by Narvee
		Tanaji Co-op. Hsg. Soc. Ltd. is favor of Mr. Rashmin G. Rughani 8
		Mr. Bharat G. Rughani, Partners of
		M/s. Ashray Estates, registere
		with Sub Registrar of Kurla-
		under Sr. No. 12959/2018 on
		19/10/2018.
	(c) In case the title document is	Not Applicable
	executed by the POA holder, please clarify whether the POA involved is (i)	
	one executed by the Builders viz.	
	Companies/ Firms/Individual or	
	The state of the s	
	Proprietary Concerns in favour of their	
	Partners/ Employees/ Authorized	
	Partners/ Employees/ Authorized Representatives to sign Flat Allotment	
1	Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale	
	Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of	
	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	
	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).  (d) In case of Builder's POA, whether a	
	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).  (d) In case of Builder's POA, whether a certified copy of POA is available and	Certified copy of POA is not issued photo copy verified with original
	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).  (d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared	
	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).  (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.	photo copy verified with original
	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).  (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.  (e) In case of Common POA (i.e. POA)	
	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).  (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.  (e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	photo copy verified with original Yes
	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).  (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.  (e) In case of Common POA (i.e. POA other than Builder's POA), please clarify	Yes

	1 1 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	basis of original POA?  ii) Whether the POA is a registered one?	Registered
	iii) Whether the POA is a special or	General
	general one?  iv) Whether the POA contains a specific authority for execution of title document in question?	Not Applicable
	(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	In force and not revoked.
	office of sub-registrar also?) (g) Please comment on the genuineness	The POA is genuine
	of POA?  (h) The unequivocal opinion on the enforceability and validity of the POA?	Enforceable & Valid.
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Residential & Commercial project
	a) Promoter's/Land owner's title to the land/building;	M/s. Ashray Estates Development Rights
	b) Development Agreement/Power of Attorney;	Yes
	c) Extent of authority of the Developer/builder;	Permitted to construction thereon
	d) Independent title verification of the Land and/or building in question;	Independent the title of the said property verify in the SRO
	e) Agreement for sale (duly registered);	To be executed in due course
	f) Payment of proper stamp duty;	To be executed in due course
	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Sale Agreement with propose Buyer to be registered
	h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	i) Conveyance in favour of Society/ Condominium concerned;	In due Course
	(j) Occupancy Certificate/allotment letter/letter of possession;	In due Course
	(k) Membership details in the Society etc.;	After Society formation
	(I) Share Certificates;	Shall be issued by proposed societ after formation
·	(m) No Objection Letter from the Society;	NOC Letter to be obtained from M/s. Ashray Estates for creatin Equitable Mortgage.
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Building Regulations, Development Control Regulations, Co-operative Societies Laws etc.;	Complied
	(o) Requirements, for noting the Bank	In individual Flat Purchaser

	(p) If the property is a vacant land and construction is yet to be made,	Approved Plan
	approval of lay-out and other precautions, if any.	
	(q) Whether the numbering pattern of the units/flats tally in all	Yes.
	documents such as approved plan, agreement plan, etc.	
30.	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 Sub Registrar office at Kurla and noticed that there are no encumbrance on this property.
31.	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.	1992 to 2021 No Encumbrance reflected therein
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Property Cards verified.
33.	a) Urban land ceiling clearance, whether required and if so, details thereon	Not Applicable
	b) Whether No Objection Certificate under the Income Tax Act is required/obtained.	Not Applicable
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Property Card verified
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable, In Project tie up.
36.	a) Whether the property offered as security is clearly demarcated?	Yes
	<ul><li>b) Whether the demarcation/ partition of the property is legally valid?</li><li>c) Whether the property has clear access as per documents?</li></ul>	Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Since under construction
	a) Document in relation to electricity connection;	Not Applicable
	b) Document in relation to water connection;	Not Applicable
	c) Document in relation to Sales Tax Registration, if any applicable;	Not Applicable
38.	In respect of the boundaries of the property, whether there is a difference /discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If	No discrepancy in the title document
	so please elaborate/ comment on the same.	
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and the in the title deeds. (If the valuation report and/or approved plan are not available at the time of	Yes, As per the sanction approved plan
	preparation of TIR, please provide these	

	comments subsequently, on making the	
40.	same available to the advocate.)  Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No, stamp duty and registration charge to be paid individual flat purchaser
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security? Whether the property SARFESI compliant.	Yes
42.	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.	Original documents are available
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Not Applicable
44.	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Before sanctioning the said loan, to the prospective Purchasers the Bank should ascertain the existence and present status of the said flat/Building
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Prospective Purchasers
47.	1) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	Yes
	2) Whether the Project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	M/s. Ashray Estates has registered the project by the name of "JAswanti Bliss" under the provisions of the Real Estate (Regulation and Development) Act. 2016 with the Real Estate Regulatory Authority under Registration No. P51800027448 dated 10/12/2020.
	Whether the registered agreement for Sale as prescribed in the above Act/Rules there under is executed?	Agreement for Sale to be executed between <b>M/s. Ashray Estates</b> as the Promoters of the One Part and Prospective Purchasers of the Other Part.
	3) 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 promoter in the website of Real Estate Regulatory Authority?	Yes

Note: In case separate sheets are required, the same may be used, signed and annexed.

Date: 09/11/2021

Place: Mumbai

Signature of the Advocate

#### CERTIFICATE OF TITLE

I have examined the Original of title deeds the which are intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

- 1. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
- 2. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search. No Encumbrances Noticed.
- 3. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
- 4. There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1992 to 2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
- 5. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable) (Not Applicable)
- 6. Minor/(s) and his/ their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name). (Strike out if not applicable) (Not Applicable)
- 7. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower.
- 8. I certify that **M/s. Ashray Estates** have an absolute, clear and Marketable title over the Schedule property/(ies), I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable, subject to above clause 2.
- 9. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage
  - i. Original Agreement for Sale to be executed between **M/s. Ashray Estates** and Prospective Flat Purchaser/s.
  - ii. Original Registration Receipt of the proposed Agreement for Sale
  - iii. Original copy of Index II of the proposed Agreement for Sale.
  - iv. Original NOC letter from the M/s. Ashray Estates, for creating equitable mortgage.

- 10. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force
- 11. It is certified that the property is SARFAESI compliant.

### SCHEDULE OF THE PROPERTY/IES

ALL THAT PIECES OR PARCEL OF LAND together with the structure construted on the land bearing C.T.S. Nos. 78, 78/1 to 25, 77B, 77B/1 to 32, of Village Kurla, Taluka Kurla & Mumbai Suburban District and boundary are bounded as follows:-

On or towards East :- CTS No 75A

On or towards West :- DP Road

On or towards North :- CTS No. 71

On or towards South :- DP Road.

Place: Mumbai

Date: 09/11/2021

Signature of the Advocate

Ref. NO:-REH/10/48/21-22

Shield A. Hero
By. Managar (Law)



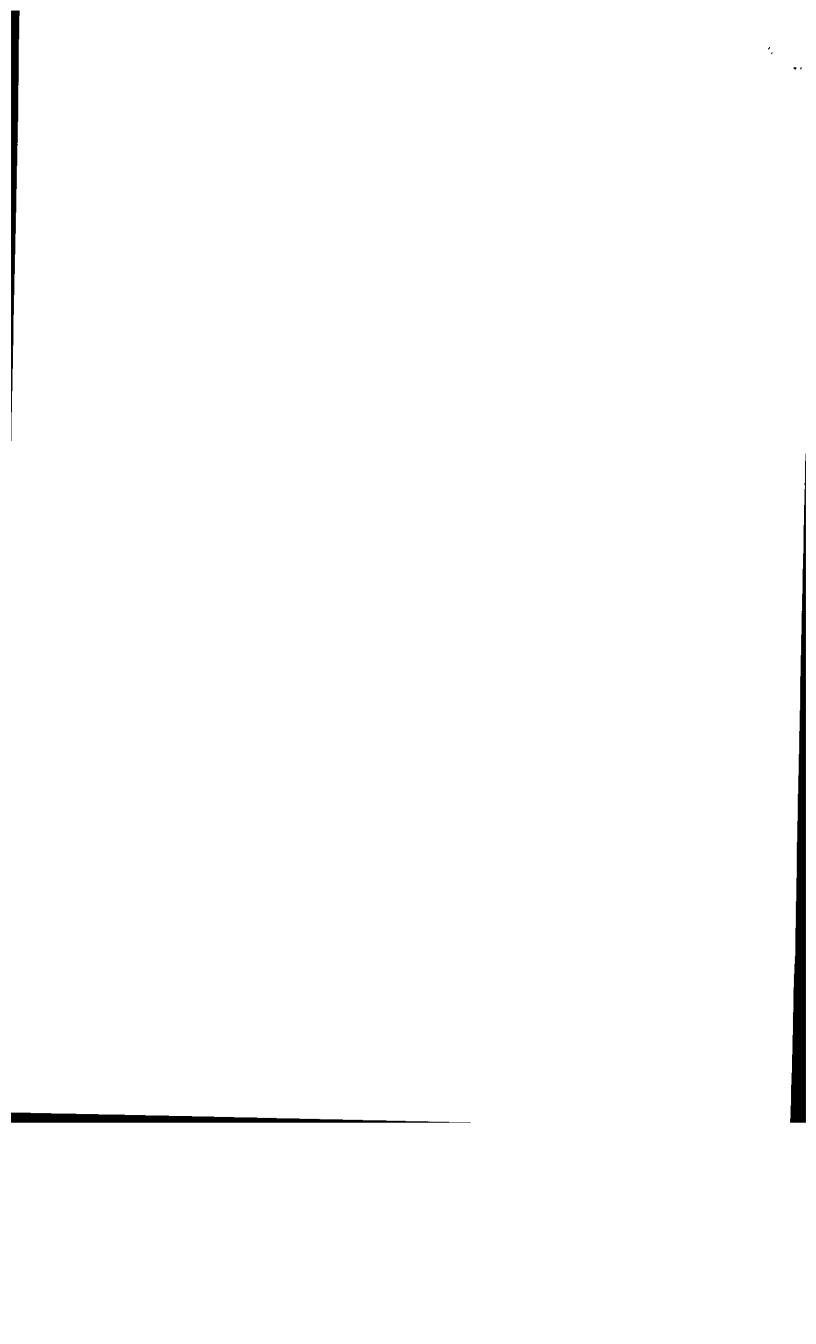


# CHALLAN MTR Form Number-6



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GRN MH008427317202122E	BARCODE	()	<b>#1607#170101</b> #1711#171	4 <b>3 3</b> ), <b>3</b> 6 11 15 1 1 10 51 	Date	03/11/2021-14:30	:52 For	m ID			
Department Inspector General Of Registration				Payer Details							
Search Fee				TAX ID / TAN	(If Any)						1
Type of Payment Other Items			<u> </u>	PAN No.(If Ap							
Office Name KRL3_JT SUB REG	SISTRAR KURL	_A NO 3		Full Name		ADV Shirish Lad					ļ
Location MUMBAI				<u> </u>			<u> </u>				
Year 2021-2022 One Tir	ne			Flat/Block No	).						
Account Head De	tails	4	Amount In Rs.	Premises/Bu	ilding						
0030072201 SEARCH FEE			750.00	Road/Street							
				Area/Locality	,						
				Town/City/Di	istrict	·				_,_	
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	····			Remarks (If	Any)						
				VILLAGE KU	RLA C.T.S	S. NO, 78 SINCE 19	92 TO 2	021 3	30 YE	ARS	
				1							
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				Amount In	Seven H	lundred Fifty Rupee	s Only				
Total			750.00	Words							
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK							
Cheque-DD Details				Bank CIN	Ref. No.	6910333202111	0314628	2711441530			
Cheque/DD No.	···			Bank Date	RBI Date	03/11/2021-14:3	1:13	Not	Veri	fied with	n RBI
Name of Bank	<u> </u>			Bank-Branc	n	IDBI BANK					
Name of Branch				Scroll No.,	Date	Not Verified wit	h Scroll	-			
						i e					

Department ID : Mobile No. : 9867267216 NOTE:-This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाढीच लागु आहे . इतर कारणांसाढी किंवा नोदंणी न करावयाच्या दस्तांसाठी लागु नाही .



## SEARCH REPORT

OWNER: -\_M/s. Ashray Estates

**SCHEDULE OF THE PROPERTY:** - ALL THAT PIECES OR PARCEL OF LAND together with the structure construted on the land bearing C.T.S. Nos. 78, 78/1 to 25, 77B, 77B/1 to 32, of Village Kurla, Taluka Kurla & Mumbai Suburban District and boundary are bounded as follows:-

On or towards East :- CTS No 75A

On or towards West :- DP Road

On or towards North :- CTS No. 71

On or towards South :- DP Road.

THIS IS TO CERTIFY THAT I have taken search in respect of the above said property for the period of 30 years from 1992 to 2021 in the Office of Sub-Registrar Kurla which is as follows:-

# Search for the YEARS [1992 to 2021]:-

1992	Nil
1000	
1993	Nil
1994	Nil
1995	Nil
1996	Nil
1997	Nil
1998	Nil
1999	Nil
2000	Nil
2001	Nil
2002	Nil
2003	Nil
2004	Nil
2005	Nil
2006	Nil
2007	Entry in Index II, Development Agreement dated 28/12/2007. Land bearing City Survey No. 78, 78/1 to 25, Narveer Tanaji Co-op. Hsg. Soc. Ltd., of Village Kurla, Taluka Kurla & Mumbai Suburban District. Narveer Tanaji Co-op. Hsg. Soc. Ltd. through Suryakant Babali Bandelkar & others And M/s. Sai Corporation through Proprietor Bharat P. Desai Registrar of Kurla-1 under Sr. No. 9523/2007 Dated 28/12/2007
2008	Nil

Nil
Entry in Index II, Deed of Conveyance dated 22/11/2010. Land bearing C.T.S. Nos. 77A, 77A/1 & 77A2, 77B & 77B/1 to 32, adm. 4443.6 Sq. Mtrs. area of Village Kurla, Taluka Kurla & Mumbai Suburban District. Navinchandra Laxmanbhai Kurlawala & others And M/s. Sai Corporation through Proprietor Bharat P. Desai Registrar of Kurla-1 under Sr. No. 12754/2010 Dated 22/11/2010
Nil
Nil
Nil
Nil, (Records not maintained properly)
Nil, (Records not maintained properly)
Entry in Index II, (Records not maintained properly) Notice of Lis Pendency dated 18/05/2016 Land bearing Survey No. 320, C.T.S. Nos. 77, 77A, 77A-1, A-2 and 77B-1 to 32, adm. 4443.609 Sq. Mtrs. area, of Village Kurla, Taluka Kurla & Mumbai Suburban District. M/s. Sai Corporation through Proprietor Bharat P. Desai Registrar of Kurla-1 under Sr. No. 5229/2016 Dated 18/05/2016.
Nil, (Records not maintained properly)
Entry in Index II, (Records not maintained properly) Development Agreement dated 19/10/2018. Land bearing City Survey No. 78, 78/1 to 25, adm. 685.7 Sq. Mtrs. area together with the chawl structures standing thereon, of Village Kurla, Taluka Kurla & Mumbai Suburban District. Narveer Tanaji Co-op. Hsg. Soc. Ltd. And M/s. Sai Corporation through Proprietor Bharat P. Desai And M/s. Ashray Estates through Partner Rashmin G. Rughani & others Registrar of Kurla-4 under Sr. No. 12958/2018 Dated 19/10/2018
Conveyance Deed dated 19/10/2018. Land bearing C.T.S. Nos. 77B & 77B/1 to 32, adm. 1247.30 Sq. Mtrs. area of Village Kurla, Taluka Kurla & Mumbai Suburban District M/s. Sai Corporation through Proprietor Bharat P. Desai And M/s. Ashray Estates through Partner Rashmin G. Rughani & others Registrar of Kurla-4 under Sr. No. 12960/2018 Dated 19/10/2018
Entry in Index II, (Records not maintained properly) Affidavit dated 22/11/2019 Land bearing C.T.S. Nos. 78, 78/1 to 25, 77B, 77B/1 to 32, of Village Kurla, Taluka Kurla & Mumbai Suburban District. Ashray Estates through Partner Rashmin G. Rughani & others Registrar of Kurla-3 under Sr. No. 14994/2019

	Affidavit dated 16/10/2019 Land bearing C.T.S. Nos. 78, 78/1 to 25, 77B, 77B/1 to 32, of Village Kurla, Taluka Kurla & Mumbai Suburban District. Ashray Estates through Partner Rashmin G. Rughani & others Registrar of Kurla-3 under Sr. No. 13403/2019 Dated 16/10/2019
2020	Entry in Index II, (Records not maintained properly) Rectification Deed dated 12/11/2020 Land bearing C.T.S. Nos. 77B & 77B/1 to 32, adm. 1247.30 Sq. Mtrs. area of Village Kurla, Taluka Kurla & Mumbai Suburban District (Rectification Deed of Conveyance Deed dated 19/10/2018, registered with Sub Registrar of Kurla-4 under Sr. No. 12960/2018, consideration of Rs. 1,35,00,000/- and Flat No. 204, A-Wing, 2nd Floor, adm. 570.60 Sq. Fts. Rera Carpet area, Flat No. 304, A-Wing, 3rd Floor, adm. 570.60 Sq. Fts. Rera Carpet area, Flat No. 204, B-Wing, 2nd Floor, adm. 564.79 Sq. Fts. Carpe area, Flat No. 302, B-Wing, 3rd Floor, adm. 575.34 Sq. Fts. Rera Carpet area, Flat No. 304, B-Wing, 3rd Floor, adm. 564.79 Sq. Fts. Rera Carpet area, Total adm. 2846.11 Sq. Fts. Rera Carpet, Commercial Unit No. A-11, Ground Floor, adm. 757 Sq. Fts. Rera Carpet area, Unit No. A-001, 1st Basement, adm. 452 Sq. Fts Rera Carpet, Total adm. 1209 Sq. Fts. Rera Carpet ADJ/1100901/372/2020/K, dated 11/11/2020) M/s. Sai Corporation through Proprietor Bharat P. Desai And M/s. Ashray Estates through Partner Rashmin G. Rughani & others Registrar of Kurla-4 under Sr. No. 10893/2020 Dated 12/11/2020.
2021	Entry in Index II, (Records not maintained properly) Affidavit dated 04/08/2021 Land bearing C.T.S. Nos. 77B, 77B/1 to 32, of Village Kurla, Taluka Kurla & Mumbai Suburban District. Ashray Estates through Partner Rashmin G. Rughani & others Registrar of Kurla-3 under Sr. No. 12289/2021 Dated 04/08/2021.

Attached Govt. Fees Paid vide original Challan No. MH008427317202122E dated 03/11/2021.

Note: Register of Computerized Print Copies of Index II are prepared for Search from Feb. 2002 onward, which have not been maintained property and manual books are in partly torn, untidy and loose condition.

Place: Mumbai

Date: 09/11/2021

Mr. Atul Purabiya

(Search Clerk)

