

Manoj Kumar
B.A., L.L.B
Advocate & Consultant

Mob: 9930039395
9320439395
LL-Fort: 022-46046092

E-mail: adv.manojk@gmail.com

Fort Office: Office No. 9, 3rd Floor, Building No. 34, Ratnadeep, Maruti Lane, Fort, Mumbai-400001;

To,

Date: 11-11-2024

The Branch Manager,
State Bank of India,
SME Nanded Branch, Nanded,

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, SME Nanded Branch
	b)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Nil
	c)	Name of the Borrower.	M/s. SRK Agro Food and Fuel Private Limited (Purchaser-Mortgagor)
2.	a)	Type of Loan	Commercial Loan
	b)	Type of Property	Commercial Unit
3.	a)	Name of the unit / concern / company / person offering the property / (ies) as security.	M/s. SRK Agro Food and Fuel Private Limited (Purchaser-Mortgagor)
	b)	Constitution of the unit /concern/ person/ body /authority offering the property for creation of charge.	Private Limited Company
	c)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As a Borrower and Mortgagor
4.	a)	Value of Loan (Rs. In crores)	---
5.		Complete or full description of the immovable property (ies) offered as security including the following details.	Office No. 120 admeasuring about 80.71 sq. mtr. Carpet Area on the 1 st Floor, Wing-C, in the building known as Ashar Metro towers Wing C situated at Vartak Nagar, Thane (West) constructed on land bearing Plot No.2,3,4,7,8,9 S. No. 208, 208(P), 206(P), 207 (P), 229(P), 367(P) Village Majiwade Taluka & District Thane (hereinafter to be referred as said Premises)
	a)	Survey No.	Plot No. 2, 3, 4, 7, 8, 9 S. No. 208, 208(P), 206(P), 207 (P), 229(P), 367(P)
	b)	Door/House no. (in case of house property)	Office No. 120
	c)	Extent/ area including plinth/ built up area in case of house property	admeasuring about 80.71 sq. mtr. Carpet Area





CHALLAN
MTR Form Number-6



GRN	MH010975166202425U	BARCODE					Date	11/11/2024-18:35:34	Form ID	
Department	Inspector General Of Registration				Payer Details					
Type of Payment	Search Fee		TAX ID / TAN (If Any)							
	Other Items		PAN No.(If Applicable)							
Office Name	PND1_JT DISTT REGISTRAR PUNE URBAN				Full Name	Manoj Kumar				
Location	PUNE				Flat/Block No.					
Year	2024-2025 One Time				Premises/Building					
Account Head Details		Amount In Rs.		Road/Street						
0030072201 SEARCH FEE		300.00		Area/Locality						
				Town/City/District						
				PIN						
				Remarks (If Any)						
				Amount In	Three Hundred Rupees Only					
Total		300.00		Words						
Payment Details				FOR USE IN RECEIVING BANK						
STATE BANK OF INDIA				Bank CIN	Ref. No.	00040572024111149120	CPAELEROZ3			
Cheque-DD Details				Bank Date	RBI Date	11/11/2024-18:11:15	12/11/2024			
Cheque/DD No.				Bank-Branch		STATE BANK OF INDIA				
Name of Bank				Scroll No. , Date		518 , 12/11/2024				
Name of Branch										



Department ID : 266564673

Mobile No. : 9757446890

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 कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही.

Signature Not Verified

Challan Defaced Details

Digitally signed by DS
DIRECTORATE OF ACCOUNTS
AND TREASURIES, MUMBAI 1
Date: 2024.11.16 18:41:18 IST
Reason: GRAS Secure Document
Location: India

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1		0006029035202425	11/11/2024-23:57:08	IGR002	300.00
Total Defacement Amount					300.00





CHALLAN
MTR Form Number-6



GRN	MH010975301202425U	BARCODE			Date	11/11/2024-18:37:46	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Search Fee	TAX ID / TAN (If Any)						
	Other Items	PAN No.(If Applicable)						
Office Name	PND1_JT DISTT REGISTRAR PUNE URBAN			Full Name	Manoj Kumar			
Location	PUNE			Flat/Block No.				
Year	2024-2025 One Time			Premises/Building				
Account Head Details		Amount In Rs.	Road/Street					
0030072201 SEARCH FEE		450.00	Area/Locality					
			Town/City/District					
			PIN					
			Remarks (If Any)					
			Amount In	Four Hundred Fifty Rupees Only				
Total		450.00	Words					
Payment Details			FOR USE IN RECEIVING BANK					
STATE BANK OF INDIA			Bank CIN	Ref. No.	00040572024111149210	CPAELERTP8		
Cheque-DD Details			Bank Date	RBI Date	11/11/2024-18:11:12	12/11/2024		
Cheque/DD No.			Bank-Branch		STATE BANK OF INDIA			
Name of Bank			Scroll No. , Date		518 , 12/11/2024			
Name of Branch								

Department ID : 398929643

Mobile No. : 9757446890

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 कारणासाठीच लागू आहे .इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही .

Signature Not Verified

Challan Defaced Details

Digitally signed by DS
DIRECTORATE OF ACCOUNTS
AND TREASURIES, MUMBAI 1
Date: 2024.11.11 13:43:17 IST
Reason: GRAS Secure Document
Location: India

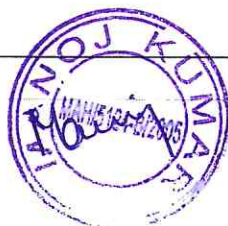
Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1		0006029209202425	12/11/2024-06:12:05	IGR002	450.00
Total Defacement Amount					450.00



	d)	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Village Majiwade Taluka & District Thane
6.	a)	Particulars of the documents scrutinized-serially and chronologically.	<p>a) Copy of Agreement for Sale dated 31-03-2021 executed between Shree Saibaba Grihanirmiti Private Limited as Promoter and M/s. SRK Agro Food and Fuel Private Limited through Authorized signatory Mr. Raosaheb Dhondubaji Kawale as Purchaser (TNN-2-10688-2021)</p> <p>i. Copy of Registration Receipt bearing No.11821 dated 27-05-2021</p> <p>ii. Copy of Index-II bearing No. TNN-2-10688-2021</p> <p>iii. Copy of Village Specimen No.7/12 extract</p> <p>iv. Copy of Title Certificate dated 09-05-2019 issued by Advocate S.P. Kalantri</p> <p>v. Copy of Sanction of Development Permission bearing No. V.P. No. S04/0092/16/TMC/TDD/2028/2017 dated 03-01-2017 issued by Thane Municipal Corporation, Thane</p> <p>vi. Copy of commencement Certificate bearing No. V.P. No. S04/0092/16/TMC/TDD/22285/2017 dated 14-08-2017 issued by Thane Municipal Corporation, Thane</p> <p>vii. Copy of Sanction of Development Permission/Commencement Certificate bearing No. V.P. No. S04/0092/16/TMC/TDD/3494/2020 dated 29-10-2020 issued by Thane Municipal Corporation, Thane</p> <p>viii. Copy of Rera Registration certificate Project No. P51700009352 dated 18-05-2020 issued by Maha-RERA</p> <p>ix. Copy of Certificate of Incorporation 27-10-2020</p> <p>x. Copy of Resolution dated 19-05-2021 issued by SRK Agro Food and Fuel Private Limited</p> <p>xi. Copy of Resolution dated 19-05-2021 issued by SRK Agro food and fuel private limited</p> <p>xii. Copy of Resolution dated 28-10-2020 issued by SRK Agro food and fuel</p>



			<p>private limited</p> <p>xiii. Copy of Resolution dated 25-05-2021 issued by Shree Saibaba Grihanirmiti Private Limited</p> <p>xiv. Copy of Registered Power of Attorney dated 14-01-2021 executed by Mr. Prakash Dahyabhai Parma in favour of Mr. Sandeep Raghunath Karande (Document No. TNN-2/1061/2021)</p> <p>b) Part Occupancy Certificate dated 05-03-2024 bearing Reference No. TMCB/PO/2024/APL/00095</p>
	b)	<p>Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note: Only originals or certified extracts from the registering /land/ revenue/ other authorities be examined.</p>	As mentioned above
7.	a)	<p>Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)</p>	No Instruction from Bank
	b)	<p>Whether all pages in the certified copies of title documents which are obtained directly from Sub Registrar's office have been verified page by page with the original documents submitted? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).</p>	As mentioned above
8.	a)	<p>Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?</p>	Yes
	b)	<p>If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.</p>	Cross verified from the concerned office of Sub-Registrar of Assurance



	c)	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No
	d)	Whether proper registration of documents completed Details thereof to be provided.	Yes
9.	a)	Property offered as security falls within the jurisdiction of which sub-registrar office?	Thane
	b)	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar-general. If so, please name all such offices?	Yes
	c)	Whether search has been made at all the offices named at (b) above?	Yes
	d)	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
10.	a)	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title /interest to the current title holder.	As per Exhibit-A, Search from 1995 to 2024
	b)	Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. 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.	No
	c)	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/ procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable
11.		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 right in the said Premises constructed on Leasehold Land (Lease of Land by MHADA for a period of 99 years, commencing from 1st April 1980)
		If Ownership Rights,	Yes
	a)	Details of the Conveyance Documents	Agreement for Sale dated 31-03-2021 executed



		between Shree Saibaba Grihanirmiti Private Limited as Promoter and M/s. SRK Agro Food and Fuel Private Limited through Authorized signatory Mr. Raosaheb Dhondubaji Kawale as Purchaser (TNN-2-10688-2021)	
	b)	Whether the document is properly stamped.	Yes
	c)	Whether the document is properly registered.	Yes
		If Leasehold, whether;	No
	a)	The Lease Deed is duly stamped and registered	Not Applicable
	b)	The Lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c)	Duration of the Lease/ unexpired period of lease.	Not Applicable
	d)	If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not Applicable
	e)	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f)	Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
		If Govt. grant/ allotment/ Lease – cum / Sale Agreement /Occupancy / Inam Holder / Allottee etc, whether;	Not applicable
	a)	Grant / agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not applicable
	b)	The mortgagor is competent to create charge on such property?	Not applicable
	c)	Any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not applicable
12.		Has the property been transferred by way of Gift/ Settlement Deed	No
	a)	The Gift/ Settlement Deed is duly stamped and registered;	Not Applicable
	b)	Whether there is any restriction on the Donor in executing the gift/ settlement deed in question?	Not Applicable
	c)	Whether there is any restriction on the Donee in executing the gift/ settlement deed in question?	Not Applicable



	d)	The Gift/ Settlement Deed transfers the property to Donee;	Not Applicable
	e)	Whether the Donee has accepted the gift by signing the Gift/ Settlement Deed or by a separate writing or by implication or by actions?	Not Applicable
	f)	Whether the Donee is in possession of the gifted property?	Not Applicable
	g)	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not Applicable
	h)	Any other aspect affecting the validity of the title passed through the gift/ settlement deed.	Not Applicable
13.		Has the property been transferred by way of partition/ family settlement deed	No
	a)	Whether the original deed is available for deposit. If not the modality / procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	b)	Whether mutation has been effected	Not Applicable
	c)	Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	d)	Whether the partition made is valid in law and the mortgagor has acquired a Mortgageable title thereon.	Not Applicable
	e)	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
	f)	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
14.		Whether the title documents include any testamentary documents /wills?	No
	a)	In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	b)	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	c)	Whether the property is mutated on the basis of will?	Not Applicable
	d)	Whether the original will is available?	Not Applicable
	e)	Whether the original death certificate of	Not Applicable



		the testator is available?	
	f)	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable
	g)	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, availability of Mother /Original title deeds are to be explained.	Not Applicable
15.		Whether the property is subject to any wakf rights/ belongs to church/ temple or any religious / other institutions	No
		Any restriction in creation of charge on such properties?	Not Applicable
		Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
16.	a)	Where the property is a HUF/ Joint Family property?	No
	b)	Whether 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.	Not Applicable
	c)	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
17.	a)	Whether the property belongs to any trust or is subject to the rights of any trust?	No
	b)	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	c)	If YES, additional precautions/ permissions to be obtained for creation of valid mortgage?	Not Applicable
	d)	Requirements, if any for creation of mortgage as per the central/ state laws applicable to be trust in the matter.	Not Applicable
18.		Is the property an Agricultural Land	No
	a)	Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/ enforcement of mortgage?	Not Applicable



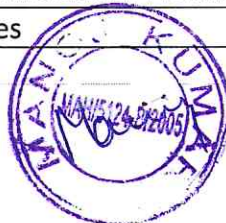
	b)	In case of agricultural property other relevant records/ documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	c)	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained?	Not Applicable
19.	a)	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation/ mortgage (viz. Agricultural Laws, weaker Sections, Minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	No
	b)	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
20.	a)	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b)	Whether any search/ enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry?	Not Applicable
21.	a)	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No litigation is found
	b)	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
	c)	Whether the title documents have any court seal/ marking which points out any litigations/ attachment / security to court in respect of the property in question? In such case please comment on such seal/ marking?	No court seal or marking found on the documents submitted to me
22.	a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Not Applicable
	b)	Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable



	c)	Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm?	Not Applicable
23.	a)	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage /execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Yes. Bank to obtain Original Board Resolution & ROC Search.
	b/1)	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	Yes
	b/2)	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?	Not Applicable
	b/3)	Whether the above search of charges reveals any prior charges / encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? Yes / No.	Not Applicable
	b/4)	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied? Yes/No	Not Applicable
24.		In case of Societies, Association, the required authority/ power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No
25.	a)	Whether any POA is involved in the chain of title?	Yes (Registered Power of Attorney dated 14-01-2021 executed by Mr. Prakash Dahyabhai Parma in favour of Mr. Sandeep Raghunath Karande (Document No. TNN-2/1061/2021))
	b)	Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Yes
	c)	In case the title document is executed by	No



		the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/Individual or Proprietary Concerns in favour of their 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.	Not Applicable
	e)	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not Applicable
	f)	Whether the original POA is verified and the title investigation is done on the basis of original POA? Whether the POA is a registered one? Whether the POA is a special or general one? Whether the POA contains a specific authority for execution of title document in question?	Not Applicable
	g)	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Since the POA is part of Agreement and registration is done by POA holder hence it is considered that the said POA was valid and not revoked
	h)	Please comment on the genuineness of POA?	Since the POA is part of Agreement and registration is done by POA holder hence it is considered that the said POA is genuine
26.		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	No
27.		If the property is a flat/apartment or residential/ commercial complex	Commercial Unit
	a)	Promoter's/ Land owner's title to the land/ building;	Mhada is the owner of land and Shree Saibaba Grihanirmiti Private Limited is promoter
	b)	Development Agreement /Power of	Yes



	Attorney;	
c)	Extent of authority of the Developer/ builder;	To develop and sell the units
d)	Independent title verification of the Land and/or building in question;	Yes
e)	Agreement for sale (duly registered);	Yes
f)	Payment of proper stamp duty;	Yes
g)	Requirement of registration of sale agreement, development agreement, POA, etc.;	Yes
h)	Approval of building plan, permission of appropriate/local authority, etc.;	Yes
i)	Conveyance in favour of Society/ Condominium concerned;	No
j)	Occupancy Certificate /allotment letter/ letter of possession;	Building is under construction however Part Occupancy Certificate is issued which is annexed herewith
k)	Membership details in the Society etc.;	Building is under construction
l)	Share Certificates;	Bank to obtain
m)	No Objection Letter from the Society;	Bank to obtain NOC from Promoter
n)	All legal requirements under the local/ Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes
o)	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Yes
p)	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	No
q)	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
II.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	Yes
II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Yes, Real Estate Regulatory Authority under Project No. P51700009352
II.C	Whether the registered agreement for sale as prescribed in the above Act/ Rules there under is executed?	Yes
II.D	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots	Yes



		booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	
28.		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 did not find any Encumbrance in respect of said property.
29.		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.	We have caused search for period from 1995 to 2024 and I did not find any registered charge on the said Premises
30.		Details regarding property tax or land revenue or other statutory dues paid /payable as on date and if not paid, what remedy?	Bank to obtain Latest Municipal / Assessment, Tax Bill / receipt. Declaration cum indemnity to be obtained from the Borrower and Mortgagor that no dues are pending
31.	a)	Urban land ceiling clearance, whether required and if so, details thereon.	No
	b)	Whether No Objection Certificate under the Income Tax Act is required/ obtained?	Undertaking to be obtained from the Mortgager that no proceedings are going on U/s 281 of IT Act
32.	a)	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Not Applicable
	b)	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village records?	Not Applicable
33.	a)	Whether the property offered as security is clearly demarcated?	Yes
	b)	Whether the demarcation/ partition of the property is legally valid?	Yes
	c)	Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes
34.	a)	Whether the property can be identified from the following documents, a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes
	b)	Discrepancy/ doubtful circumstances, if any revealed on such scrutiny?	No
35.	a)	Whether the documents i.e. Valuation report/ approved sanction plan reflect / indicate any difference / discrepancy in the	Valuation report not submitted



		boundaries in relation to the Title Document/ other document. (If the valuation report and / or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	
36.	a)	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	b)	Property is SARFAESI compliant (Y/N)	Yes
37.	a)	Whether original title deeds are available for creation of equitable mortgage	Bank to obtain Original Title Deeds for creation of Equitable Mortgage
	b)	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.	Only original title documents are required for creation of mortgage
38.		Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security.	Bank charge to be noted with concern SRO within 30 days from the date of creation of mortgage. Bank to Register charge with CERSAI and ROC
39.		The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	Duly Authorised Person of M/s. SRK Agro Food and Fuel Private Limited

Date: 11-11-2024

Place: Mumbai



MR. MANOJ KUMAR
ADVOCATE

FLOW OF TITLE
EXHIBIT-A

- (a) On perusal of documents in hand, it is observed that Maharashtra Housing Board a corporation established under the Bombay Housing Board Act, 1948 was inter alia seized and possessed of or otherwise well and sufficiently entitled by virtue of the provision of the said Act, several landed properties situated at Thane including the following eight properties all situated at Vartak Nagar, Village-Majiwade, Taluka and District Thane, within the local limits of Municipal Corporation of Thane City and within the Registration District and Sub- District of Thane.
- i. all that piece and parcel of land bearing Plot No. 2 admeasuring about 634.63 Sq. Meters, bearing Survey no. 208/2, (hereinafter referred to as the Said First Property).



- ii. all that piece and parcel of land bearing Plot No. 3 admeasuring about 634.63 Sq. Meters, bearing Survey no. 208/7 (hereinafter referred to as the Said Second Property).
 - iii. all that piece and parcel of land bearing Plot No. 4 admeasuring about 634.63 Sq. Meters, bearing Survey no. 208/7 & 229/1 (hereinafter referred to as the "Said Third Property")
 - iv. all that piece and parcel of land bearing Plot No. 7 admeasuring about 634.63 Sq. Meters, bearing Survey no. 206(pt) & 208 (pt) (hereinafter referred to as the "Said Fourth Property").
 - v. all that piece and parcel of land bearing Plot No. 8 admeasuring about 634.63 Sq. Meters, bearing Survey no. 206(pt) & 207 (pt) (hereinafter referred to as the "Said Fifth Property").
 - vi. all that piece and parcel of land bearing Plot No. 9 admeasuring about 634.63 Sq. Meters, bearing Survey no. 207(pt) & 208/7 (hereinafter referred to as the "Said Sixth Property").
- (b) In pursuance of the Housing Scheme formulated by the Government of India for the construction and allotment of tenements to the Industrial workers known as Subsidized Industrial Housing Scheme, the Board had built building on the said first to sixth property bearing building No. 2, 3, 4, 7, 8 & 9 on the said first property, second property, third property, fourth property, fifth property and sixth property respectively. Each of afore said six buildings consisting of 32 tenements, which were allotted to individual allottees being a residential accommodation.
- (c) The allottees/occupants of the tenements of the said Building No. 2 constructed on said First Property had formed themselves a Registered Co-operative Housing Society in the name and style of Ashirwad Co-Operative Housing Society Limited, (hereafter referred to as the said First Society)
- (d) The allottees/occupants of the tenements of the said Building No. 3 had formed themselves a Registered Co-operative Housing Society in the name and style of Shree-Niketan Co-Operative Housing Society Limited, (hereafter referred to as the "Said Second Society")
- (e) The allottees/occupants of the tenements of the said Building No. 4 had formed themselves a Registered Co-operative Housing Society in the name and style of Geetanjali Co-Operative Housing Society Limited, (hereafter referred to as the "Said Third Society")
- (f) The allottees/occupants of the tenements of the said Building No. 7 had formed themselves a Registered Co-operative Housing Society in the name and style of Shivam Co-Operative Housing Society Limited, (hereafter referred to as the "Said Fourth Society")
- (g) The allottees/occupants of the tenements of the said Building No. 8 had formed themselves a Registered Co-operative Housing Society in the name and style of Trimurti Co-Operative Housing Society Limited, (hereafter referred to as the "Said Fifth Society").
- (h) The allottees/occupants of the tenements of the said Building No. 9 had formed themselves a Registered Co-operative Housing Society in the name and style of Gurukripa Co-Operative Housing Society Limited, (hereafter referred to as the "Said Sixth Society")



- (i) On dissolution of Maharashtra Housing Board as recited herein above Maharashtra Housing & Area Development Authority became seized and possessed of or otherwise well and sufficiently entitled to the said First, Second, Third, Fourth, Fifth and Sixth Property.
- (j) By a Lease Deed dated 20/11/2003, executed between Maharashtra Housing and Area Development Authority as Authority and Ashirwad Co-Operative Housing Society Limited as First Society, the MHADA had demised First Property underneath the Building No. 2, for a period of 99 years, commencing on 1st April 1980 to the said First Society on the terms and conditions mention therein. The said Deed is registered in the Office of the Sub-Registrar of Assurances, Thane under Document No. TNN2-5797-2003.
- (k) By a Sale Deed dated 20/11/2003, executed between Maharashtra Housing and Area Development Authority as Authority and Ashirwad Co-Operative Housing Society Limited as First Society, the MHADA had convey, grant the Building No. 2 standing on said First Property together with all its appurtenant being land and all the estate, rights, title, interest to use the said property and claims and demands all the benefits thereof to the said Second Society on the terms and conditions mention therein. The said Deed is registered in the Office of the Sub-Registrar of Assurances, Thane under Document No. TNN-2-5796/2003.
- (l) Said Ashirwad Co-Operative Housing Society is seized and possessed of or otherwise well and sufficiently entitled to the leasehold right, title and interest in the said First Property and ownership right in the said Building No. 2.
- (m) By a Lease Deed dated 18-12-2003, executed between Maharashtra Housing and Area Development Authority as Authority and Shree-Niketan Co-Operative Housing Society Limited as second Society, the MHADA had demised the said second property underneath Building No. 3, for a period of 99 years, commencing on 1st April 1980 to the said second Society on the terms and conditions mention therein. The said Deed is registered in the Office of the Sub-Registrar of Assurances, Thane under Document No. TNN2-6584-2003.
- (n) By a Sale Deed dated 18-12-2003, executed between Maharashtra Housing and Area Development Authority as Authority and Shree-Niketan Co-Operative Housing Society Limited as Second Society, the MHADA had convey, grant the Building No. 3 standing on said second Property together with all its appurtenant being land and all the estate, rights, title, interest to use the said property and claims and demands all the benefits thereof to the said Second Society on the terms and conditions mention therein. The said Deed is registered in the Office of the Sub-Registrar of Assurances, Thane under Document No. TNN-2-6585-2003.
- (o) Shree-Niketan CHS Ltd is seized and possessed of or otherwise well and sufficiently entitled to the leasehold right, title and interest in the said second Property and ownership right in the said Building No. 3.



- (p) By Indenture of lease dated 18-11-2003, executed between Maharashtra Housing and Area Development Authority as Authority and Geetanjali Co-Operative Housing Society Limited as Third Society, the MHADA had demised the said third property underneath Building No. 4, for a period of 99 years, commencing on 1st April 1980 to the said Third Society on the terms and conditions mention therein. The said Agreement is registered in the Office of the Sub-Registrar of Assurances, Thane under Document No. TNN-2-05731-2003.
- (q) By a Sale Deed dated 18-12-2003, executed between Maharashtra Housing and Area Development Authority as Authority and Geetanjali Co-Operative Housing Society Limited as Third Society, the MHADA had convey, grant the Building No. 4 standing on said Third Property together with all its appurtenant being land and all the estate, rights, title, interest to use the said property and claims and demands all the benefits thereof to the said Third Society on the terms and conditions mention therein. The said Deed is registered in the Office of the Sub-Registrar of Assurances, Thane under Document No. TNN-2-5732-2003.
- (r) Geetanjali Co-Operative Housing Society Limited is seized and possessed of or otherwise well and sufficiently entitled to the leasehold right, title and interest in the said third Property and ownership right in the said Building No. 4.
- (s) By Indenture of lease dated 20-10-2003, executed between Maharashtra Housing and Area Development Authority as Authority and Shivam Co-Operative Housing Society Limited as Fourth Society, the MHADA had demised the said Fourth property underneath Building No. 7, for a period of 99 years, commencing on 1st April 1980 to the said Fourth Society on the terms and conditions mention therein. The said Deed is registered in the Office of the Sub-Registrar of Assurances, Thane under Document No. TNN-2-6296-2003.
- (t) By a Sale Deed dated 20-10-2003, executed between Maharashtra Housing and Area Development Authority as Authority and Shivam Co-Operative Housing Society Limited as Fourth Society, the MHADA had convey, grant the Building No. 7 standing on said Fourth Property together with all its appurtenant being land and all the estate, rights, title, interest to use the said property and claims and demands all the benefits thereof to the said Fourth Society on the terms and conditions mention therein. The said Deed is registered in the Office of the Sub-Registrar of Assurances, Thane under Document No. TNN-2-6297-2003.
- (u) Shivam Co-Operative Housing Society Limited is seized and possessed of or otherwise well and sufficiently entitled to the leasehold right, title and interest in the said fourth Property and ownership right in the said Building No. 7.
- (v) By Indenture of lease dated 19-11-2003, executed between Maharashtra Housing and Area Development Authority as Authority and Trimurti Co-Operative Housing Society Limited as Fifth Society, the MHADA had demised the said Fifth property underneath Building No. 8, for a period of 99 years, commencing on 1st April 1980 to the said fifth Society on the terms and conditions mention therein. The said Deed is registered in the Office of the Sub-Registrar of Assurances, Thane under Document No. TNN-554-2003.



- (w) By a Sale Deed dated 14-11-2003, executed between Maharashtra Housing and Area Development Authority as Authority and Trimurti Co-Operative Housing Society Limited as Fifth Society, the MHADA had convey, grant the Building No.8 standing on Fifth Property together with all its appurtenant being land and all the estate, rights, title, interest to use the said property and claims and demands all the benefits thereof to the said Fifth Society on the terms and conditions mention therein. The said Deed is registered in the Office of the Sub-Registrar of Assurances, Thane under Document No. TNN-2-5933-2003.
- (x) Trimurti Co-Operative Housing Society Limited is seized and possessed of or otherwise well and sufficiently entitled to the leasehold right, title and interest in the said Fifth Property and ownership right in the said Building No. 8.
- (y) By Indenture of lease dated 20-11-2003, executed between Maharashtra Housing and Area Development Authority as Authority and Gurukripa Co-Operative Housing Society Limited as Sixth Society, the MHADA had demised the said Sixth property underneath Building No. 9, for a period of 99 years, commencing on 1st April 1980 to the said Sixth Society on the terms and conditions mention therein. The said Deed is registered in the Office of the Sub-Registrar of Assurances, Thane under Document No. TNN-2-5798-2003.
- (z) By a Sale Deed dated 20-11-2003, executed between Maharashtra Housing and Area Development Authority as Authority and Gurukripa Co-Operative Housing Society Limited as Sixth Society, the MHADA had convey, grant the Building No.9 standing on Sixth Property together with all its appurtenant being land and all the estate, rights, title, interest to use the said property and claims and demands all the benefits thereof to the said Sixth Society on the terms and conditions mention therein. The said Deed is registered in the Office of the Sub-Registrar of Assurances, Thane under Document No. TNN-2-5799-2003.
- (aa) Gurukripa Co-Operative Housing Society Limited is seized and possessed of or otherwise well and sufficiently entitled to the leasehold right, title and interest in the said sixth Property and ownership right in the said Building No. 9.
- (bb) The Lease of said first property, Second Property, Third Property, Fourth Property, Fifth Property and Sixth Property are valid, subsisting and binding and in full force and effect and that all the said society have paid the yearly rent till date and have observed, performed, carried out and complied with all the terms, conditions and covenants of the respective lease and on its respective parts to be observed, performed, carried out and complied with and is/are not in breach thereof for any reason or on any account whatsoever.
- (cc) All members of the said First, Second, Third, Fourth, Fifth and Sixth Society are the present members and shareholders of their respective society and as such held and occupied their respective flats/tenements in their respective building No. 2, 3, 4, 7, 8 & 9.
- (dd) The said buildings Nos. 2, 3, 4, 7, 8 & 9 have during the passage of time, become old and dilapidated and it is not possible or feasible to carry out any repairing or renovation.



After considering all the matters, issues all the said Societies and its respective members/shareholders have come to the conclusion that it is advisable to reconstruct their respective building and accordingly all the said First, Second, Third, Fourth, Fifth and Sixth Society with the consent and concurrence of all its members respectively are desirous of carrying out redevelopment and reconstruction of their respective building through the experience Promoters by obtaining all the requisite permission and approval of MHADA and other authority concerned and 17 thereby intends to get allotted to all its members, alternate new flats in the new building/s to be constructed on their respective property.

- (ee) all the members of the said First Society, Fourth Society, Fifth Society and Sixth Society and thereby appointed the said Saibaba Constructions for the redevelopment of the said building No. 2 of the said First Property, Building No. 7 of the said Fourth Property, Building No. 8 of the said Fifth Property and Building No. 9 of the said Sixth Property.
- (ff) By four different Development Agreements of which Development Agreement dated 25/10/2005 duly registered under Document no. 6130/2005 in respect of the First Property, Development Agreement dated 25/10/2005 duly registered under Document no. 6131/2005 in respect of the said Fourth Property, Development Agreement dated 25/10/2005 duly registered under Document no. 6132/2005 in respect of the said Fifth Property, and Development Agreement dated 28/10/2005 duly registered under Document no. 6232/2005 in respect of the said Sixth Property, the said First Society, said Fourth Society, said Fifth Society and said Sixth has granted the development rights in respect of said First Property to the said Saibaba Constructions as per terms and condition mention therein.
- (gg) All the members of the said Second Society and thereby appointed the said Oricon Realtors for the redevelopment of the said building No. 3 of the said Second Property and accordingly granted development right rights in respect of said Second Property to the said M/s Oricon Realtors.
- (hh) All the members of the said third society appointed said Shree Saibaba Grihanirmiti Pvt. Ltd for the redevelopment of the said building No. 4 of the said Third Property and accordingly by Development Agreement dated 20/02/2016 said Third Society granted the development rights in respect of said Third Property to the Shree Saibaba Grihanirmiti Pvt. Ltd. (hereinafter referred as Promoters) as per terms and conditions mention therein. The said Agreement is registered in the Office of the Sub-Registrar of Assurances, Thane under Document No. TNN-1-1615-2016. Pursuant to the said Development Agreement, the Third Society also executed Irrevocable General Power of Attorney dated 20-02-2016 bearing Document No. 1618/2016 in favour of Shree Saibaba Grihanirmiti Pvt. Ltd through Directors and appointed them to do all the acts, deeds, matters and things relating to development of the said Third Property.
- (ii) The aforesaid Shree Saibaba Constructions Pvt. Ltd. and M/s Oricon Realtors for their own reason have not commenced the activity for redevelopment of the said first, second, fourth, fifth and sixth property and further decided to assign the development rights to the other Promoters with the consent of their respective society.



- (jj) By Agreement dated 31-12-2011 executed between Shree Saibaba Grihanirmiti Pvt. Ltd., as Promoter, Ashirwad Co-Operative Housing Society Limited as First Society, Shree Saibaba Constructions Private Limited as the Confirming Party, said the said First Society with the consent of said Shree Saibaba Constructions Pvt Ltd has appointed Shree Saibaba Grihanirmiti Pvt. Ltd. the Promoters hereto as the New Promoter of the said First Property in place of Shree Saibaba Constructions Pvt. Ltd. and thereby assigned, transferred and granted all the rights, power and authority for reconstruction/redevelopment of the said First Property of building no. 2 to the Promoters hereto upon the terms and condition mentioned therein. The said Agreement was duly registered at the office of the Sub Registrar of Assurances, Thane under document No. TNN-1-00366-2011 on 13-01-2011. (hereinafter referred to as the "Said First New Development Agreement"). The said First Society has also executed Irrevocable General Power of Attorney on 13-01-2012 in favour of the Promoter hereto through its Directors and thereby constituted and appointed them to do all the acts, deeds, matters and things relating to development of the said First Property. The said Power of Attorney is registered at office of Sub-Registrar of Assurances at Thane under Document No.367/2012.
- (kk) By Agreement dated 30-03-2019 executed between Shree-Niketan Co-Operative Housing Society Limited as said Second Society, said Oricon Realtors, as the Confirming Party and Shree Saibaba Grihanirmiti Pvt. Ltd., as the Promoter, the said Second Society with the consent of said Oricon Realtors has appointed Shree Saibaba Grihanirmiti Pvt. Ltd., the Promoters hereto as the New Promoter of the said Second Property in place of said Oricon Realtors and thereby assigned, transferred and granted all the rights, power and authority for reconstruction/redevelopment of the said Second Property of building no. 3 to the Promoters hereto upon the terms and condition mentioned therein. the said Agreement is registered at the office of Sub-Registrar of Assurances at Thane Under Document No. TNN-1-6176-2019 On 24-04-2019. The Said Second Society has also executed Irrevocable General Power of Attorney in favour of the Promoter hereto through its Directors and thereby constituted and appointed them to do all the acts, deeds, matters and things relating to development of the said Second Property. The said Power of Attorney is registered at office of Sub-Registrar of Assurances at Thane under Document No.TNN-1-6177-2019 on 24-04-2019.
- (ll) By Agreement dated 14/12/2010, executed between the said Shree Saibaba Grihanirmiti Pvt. Ltd., the Promoters hereto, Shivam Co-Operative Housing Society Limited said Fourth Society and said Shree Saibaba Constructions, as the Confirming Party, the said Fourth Society with the consent of said Shree Saibaba Constructions has appointed Shree Saibaba Grihanirmiti Pvt. Ltd., the Promoters hereto as the New Promoter of the said Fourth Property in place of said Shree Saibaba Constructions and thereby assigned, transferred and granted all the rights, power and authority for reconstruction/redevelopment of the said Fourth Property of building no. 7 to the Promoters hereto upon the terms and condition mentioned therein. The said Agreement was duly registered at the office of the Sub Registrar of Assurances, Thane under Document No. TNN-1-09597-2010. (hereinafter referred to as the "Said Third New Development Agreement"), said Fourth Society has also executed Irrevocable General Power of Attorney dated 14-12-2010 in favour of the Promoter hereto through its



Directors and thereby constituted and appointed them to do all the acts, deeds, matters and things relating to development of the said Fourth Property. The said Power of Attorney is registered at office of Sub-Registrar of Assurances at Thane under Document No.TNN-1-9598-2010.

(mm) By Agreement dated 31/12/2011, executed between the said Shree Saibaba Grihanirmiti private limited as the Promoters and Trimurti Co-Operative Housing Society Limited as the said Fifth Society and said Saibaba Constructions, as the Confirming Party, the said Fifth Society with the consent of said Saibaba Constructions has appointed Shree Saibaba Grihanirmiti Pvt. Ltd., to the Promoters hereto as the New Promoter of the said Fifth Property in place of said Saibaba Constructions and thereby assigned, transferred and granted all the rights, power and authority for reconstruction/redevelopment of the said Fifth Property of building no. 8 to the Promoters hereto upon the terms and condition mentioned therein. The said Agreement was duly registered at the office of the Sub Registrar of Assurances, Thane under Serial No. TNN-1-364-2012 on 13/01/2012. (hereinafter referred to as the "Said Fourth New Development Agreement") the said Fifth Society has also executed Irrevocable General Power of Attorney dated 13-01-2012 in favour of the Promoter hereto through its Directors and thereby constituted and appointed them to do all the acts, deeds, matters and things relating to development of the said Fifth Property. The said Power of Attorney is registered at office of Sub-Registrar of Assurances at Thane under Document No.TNN-365-2012.

(nn) By Agreement dated 31-12-2011, executed between the said Shree Saibaba Grihanirmiti Pvt. Ltd., as Promoters and Gurukripa Co-Operative Housing Society Limited said Sixth Society and said Saibaba Constructions, as the Confirming Party therein of the Third Part the said Sixth Society with the consent of said Saibaba Constructions has appointed Shree Saibaba Grihanirmiti Pvt. Ltd., the Promoters hereto as the New Promoter of the said Sixth Property in place of said Saibaba Constructions and thereby assigned, transferred and granted all the rights, power and authority for reconstruction/redevelopment of the said Sixth Property of building no. 9 to the Promoters hereto upon the terms and condition mentioned therein. The said Agreement was duly registered at the office of the Sub Registrar of Assurances Thane under Document No. TNN-1-1347-2012 on 22-02-2012. (hereinafter referred to as the "Said Fifth New Development Agreement") said Sixth Society has also executed Irrevocable General Power of Attorney in favour of the Promoter hereto through its Directors and thereby constituted and appointed them to do all the acts, deeds, matters and things relating to development of the said Sixth Property. The said Power of Attorney dated 31-12-2011 is registered at office of Sub-Registrar of Assurances at Thane under Document No.1348/2012 on 22-02-2012.

(oo) The said First Property of building No. 2, Second Property of Building No. 3, Third Property of Building No. 4, Fourth Property of Building No. 7, Fifth Property of Building No. 8 and said Sixth Property of Building No. 9 are herein after jointly referred to as the "Said Property.

(pp) As par various Development Agreement and power of Attorney M/s Shree Saibaba Grihanirmiti Pvt. Ltd. (hereinafter referred to as said Promoter) entitle to develop the said Property by obtaining necessary approval and consent of MHADA. And said Mhada has granted NOC for Building No. 3 dated 16-12-2011 bearing No.



CO/KB/ARCH/NOC/2538/2011 plot area admeasuring 866.99 sq. Mtrs and for Building No. 2 & 9 dated 15-12-2011 bearing No. CO/KB/ARCH/NOC/2539/2011 plot area admeasuring 1695.86 sq. Mtrs and for Building No.7 dated 16-12-2011 bearing No. CO/KB/ARCH/NOC/2539/2011 plot area admeasuring 849.56 sq. Mtrs and for Building No.4 dated 10-05-2016 bearing No. CO/KB/ARCH/NOC/4279/2016 plot area admeasuring 829.35 sq. Mtrs and for Building No. 8 dated 13-05-2011 bearing No. CO/KB/ARCH/NOC/1012/2011 plot area admeasuring 825.19 sq. Mtrs. for Re-development of the said Society.

- (qq) The Promoters herein, by proposed amalgamating the said First, Second, Third, Fourth, Fifth and Sixth Property and have submitted the building plans, elevations, sections, specifications and details of buildings to be constructed on the said property with the Thane Municipal Corporation and the same has been duly approved and sanctioned by Thane Municipal Corporation by and under its permit and sanction bearing V.P. No. S04/0092/16/TMC/TDD /2028/17 dated 03/01/2017 and thereby granted permission for construction of one building of three wings all consisting of Lower Ground Floor part Commercial+ part Stilt + Upper Ground Floor & 1st Floor part Commercial+ Part Residential + 2nd Floor part Residential & Fitness Centre, Society Offices etc. + 3rd Floor to 26th Floor Residential on the said property.
- (rr) The Promoter has registered the project under the provisions of the Real Estate Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority under Project No. P51700006329. On perusal of Rera we did not find litigation on the said Project.
- (ss) Said Promoter has obtained Commencement Certificate bearing No. S04/92/TMC/TDD/2285/17 dated 14-08-2017 form Thane Municipal Corporation for construction of one building of three wing all consisting of Lower Ground Floor part Commercial+ part Stilt + Upper Ground Floor & 1st Floor part Commercial+ Part Residential + 2nd Floor part Residential & Fitness Centre, Society Offices etc. + 3rd Floor to 25th Floor known as Ashar Metro towers. And further obtained Commencement Certificate bearing No. TMC/TDD/3494/20 dated 20-10-2020.
- (tt) The Thane Municipal Corporation vide Part Occupancy Certificate dated 05-03-2024 bearing Reference No. TMCB/PO/2024/APL/00095 issued part Occupancy Certificate for building Ashar Metro Towers CHSL (Mixed) for Lower Ground Part Stilt and Part Commercial, Upper Ground Floor Part Commercial, Part Residential, and Meter Room, First Floor Part Commercial and Part Residential.
- (uu) By Agreement for Sale dated 31-03-2021 executed between Shree Saibaba Grihanirmiti Private Limited as Promoter and M/s. SRK Agro Food and Fuel Private Limited through Authorized signatory Mr. Raosaheb Dhondubaji Kawale as Purchaser, said Promoter has agreed to sale the said premises to the said Purchaser as per terms and condition mention therein. The said Agreement is register at the office of Sub-Registrar of Assurances at Thane under TNN-2-10688-2021on 27-05-2021.

Date: 11-11-2024

Place: Mumbai

**MR. MANOJ KUMAR
ADVOCATE**



Annexure-C

CERTIFICATE OF TITLE

1. I have examined the Copies of Title Deeds 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:
2. 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.
3. 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 did not find any registered charge created on said Premises. 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.
4. 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.
5. While conducting the search for period from 1995 to 2024 pertaining to the Immovable Property/(ies) covered by above said Title Deeds and I found that the said Premises is free from any encumbrances.
6. In case of second/subsequent charge in favor of Bank, there are no other mortgages / charges other than stated in the loan documents and agreed to by the Mortgagor and the Bank.
7. Minor/(s) and his / their interest in the property is to extent of ----- (specify the shares the shares of the minor with Name)-**Not Applicable**
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **M/s. SRK Agro Food and Fuel Private Limited.**
9. I certify that **M/s. SRK Agro Food and Fuel Private Limited** have an absolute, clear and Marketable title over the Schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created.
10. 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:
 - a. Original Agreement for Sale dated 31-03-2021 executed between Shree Saibaba Grihanirmiti Private Limited as Promoter and M/s. SRK Agro Food and Fuel Private



Limited through Authorized signatory Mr. Raosaheb Dhondubaji Kawale as Purchaser (Document No. TNN-2-10688-2021) along with Registration Receipt & Index II.

- b. Original payment Receipts issued by Promoter
 - c. Original NOC for creation mortgage issued by Promoter
 - d. Copy of Approved Floor Plan
 - e. Copy of updated Commencement Certificate
 - f. Original Possession Letter, if any
 - g. Copy of Part Occupancy Certificate
 - h. Original Share Certificate as and when issued
 - i. Copy of latest Property Tax Receipt and Electricity Bill & Maintenance Receipt
11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
12. It is certified that the property is SARFAESI compliant.

(SCHEDULE OF THE PROPERTY (IES))

Office No. 120 admeasuring about 80.71 sq. mtr. Carpet Area on the 1st Floor, Wing-C, in the building known as Ashar Metro towers Wing C situated at Vartak Nagar, Thane (West) constructed on land bearing Plot No.2,3,4,7,8,9 S. No. 208, 208(P), 206(P), 207 (P), 229(P), 367(P) Village Majiwade Taluka & District Thane:

Date: 11-11-2024
Place: MUMBAI



MR. MANOJ KUMAR
ADVOCATE

SEARCH REPORT
ENTER SEARCH REPORT AT CONCERN SUB-REGISTRAR OFFICE

As per your instruction I have taken search online in respect of abovementioned property in sub-Registrars offices at Thane for year from 1995 to 2024 (30 years)

YEARS

DOC. ENTRIES

1995 to 2002

Nil Entries

2003

Document Entry

Document Name:

Lease Deed

Agreement Value:

Rs. 1,33,000/-

Government Value:

Rs. 0/-

Schedule:

all that piece and parcel of land bearing Plot No. 4 admeasuring about 634.63 Sq. Meters, bearing Survey no. 208/7 & 229/1, Village-Majiwade, Taluka & District Thane.

Name of the Parties:

Maharashtra Housing and Area Development Authority
To

Geetanjali Co-Operative Housing Society Limited

Execution Date:

18-10-2003

Registration Date:

18-11-2003

Registration No:

TNN-2-5731-2003

2003

Document Entry

Document Name:

Conveyance Deed

Agreement Value:

Rs. 2,47,000/-

Government Value:

Rs. 0/-

Schedule:

all that piece and parcel of land bearing Plot No. 4 admeasuring about 634.63 Sq. Meters, bearing Survey no. 208/7 & 229/1, Village-Majiwade, Taluka & District Thane.

Name of the Parties:

Maharashtra Housing and Area Development Authority
To

Geetanjali Co-Operative Housing Society Limited

Execution Date:

18-11-2003

Registration Date:

18-11-2003

Registration No:

TNN-2-5732-2003

2003

Document Entry

Document Name:

Conveyance Deed

Agreement Value:

Rs. 2,03,456/-

Government Value:

Rs. 0/-

Schedule:

Building. No.2, standing on all that piece and parcel of land bearing Plot No. 2 admeasuring about 634.63 Sq. Meters, bearing Survey no. 208/2, Village-Majiwade, Taluka & District Thane.

Name of the Parties:

Maharashtra Housing and Area Development Authority



To
Ashirwad Co-Operative Housing Society Limited
Execution Date: 20-11-2003
Registration Date: 20-11-2003
Registration No: TNN-2-5796-2003

2003 **Document Entry**

Document Name: Lease Deed
Agreement Value: Rs. 21,184/-
Government Value: Rs. 0/-
Schedule: all that piece and parcel of land bearing Plot No. 2 admeasuring about 634.63 Sq. Meters, bearing Survey no. 208/2, Village-Majiwade, Taluka & District Thane

Name of the Parties: Maharashtra Housing and Area Development Authority
To
Ashirwad Co-Operative Housing Society Limited

Execution Date: 20-11-2003
Registration Date: 20-11-2003
Registration No: TNN-2-5797-2003

2003 **Document Entry**

Document Name: Lease Deed
Agreement Value: Rs. 21,184/-
Government Value: Rs. 1,09,000 /-
Schedule: all that piece and parcel of land bearing Plot No. 9 admeasuring about 634.63 Sq. Meters, bearing Survey no. 207(pt) & 208/7 Village-Majiwade, taluka & District Thane

Name of the Parties: Maharashtra Housing and Area Development Authority
To
Gurukripa Co-Operative Housing Society Limited

Execution Date: 20-11-2003
Registration Date: 20-11-2003
Registration No: TNN-2-5798-2003

2003 **Document Entry**

Document Name: Conveyance Deed
Agreement Value: Rs. 21,184/-
Government Value: Rs. 0/-
Schedule: Building. No.9, all that piece and parcel of land bearing Plot No. 9 admeasuring about 634.63 Sq. Meters, bearing Survey no. 207(pt) & 208/7 Village-Majiwade, taluka & District Thane

Name of the Parties: Maharashtra Housing and Area Development Authority
To
Gurukripa Co-Operative Housing Society Limited

Execution Date: 20-11-2003
Registration Date: 20-11-2003
Registration No: TNN-2-5799-2003



2003

Document Entry

Document Name:

Conveyance Deed

Agreement Value:

Rs. 2,03,456/-

Government Value:

Rs. 2,03,500/-

Schedule:

Building. No.8, area Admeasuring 634.63 sq. meters TrimutiCo-operative Housing Society Limited has taken lease from Mhada for period of 99 years, Village-Majiwade, Taluka District Thane (for period)

Name of the Parties:

Mr. Abhimanyu R. Kale thought Konkan Housing & Area Development Board

To

Trimuti Co-operative Housing Society Limited thought shree krishna Prabhu Chairman, Mr. Subash Rajaram Jadhav

Execution Date:

14-11-2003

Registration Date:

25-11-2003

Registration No:

TNN-2-5933-2003

2003

Document Entry

Document Name:

Lease Deed

Agreement Value:

Rs. 2,03,456/-

Government Value:

Rs. 0/-

Schedule:

Building. No.8, admeasuring area 634.63 sq.mtrSurvety No 206(P) & 207(P) mtr Trimuti Co-operative Housing Society Limited has taken lease from Mhada for period of 99 years, Village-Majiwade, Taluka District Thane

Name of the Parties:

Mr. Abhimanyu R. Kale thought Konkan Housing & Area Development Board

To

Trimuti Co-operative Housing Society Limited thought shree krishna Prabhu Chairman, Mr. Subash Rajaram Jadhav

Execution Date:

NA

Registration Date:

19-11-2003

Registration No:

TNN-554-2003

2003

Document Entry

Document Name:

Lease Deed

Agreement Value:

Rs. 21,184/-

Government Value:

Rs. 1,20,500/-

Schedule:

Building. No.8, admeasuring area 634.63 sqmtr TrimutiCo-operative Housing Society Limited, Village-Majiwade, Taluka District Thane

Name of the Parties:

Konkan Housing & Area Development Board

To



Trimuti Co-operative Housing Society Limited
Execution Date: 14-11-2003
Registration Date: 25-11-2003
Registration No: TNN-2-5934-2003

2003 **Document Entry**

Document Name: Lease Deed
Agreement Value: Rs. 21,184/-
Government Value: Rs. 0/-
Schedule: Building. No.7, all that piece and parcel of land bearing Plot No. 7 admeasuring about 634.63 Sq. Meters, bearing Survey no. 206(pt) & 208 (pt) Shivam Co-operative Housing Society Limited, Village-Majiwade, Taluka District Thane
Name of the Parties: Maharashtra Housing and Area Development Authority
To
Shivam Co-operative Housing Society Limited
Execution Date: 20-11-2003
Registration Date: 10-12-2003
Registration No: TNN-2-6296-2003

2003 **Document Entry**

Document Name: Lease Deed
Agreement Value: Rs. 21,184/-
Government Value: Rs. 0/-
Schedule: all that piece and parcel of land bearing Plot No. 3 admeasuring about 634.63 Sq. Meters, bearing Survey no. 208/7 Village-Majiwade, Taluka District Thane
Name of the Parties: Maharashtra Housing and Area Development Authority
To
Shree-Niketan Co-Operative Housing Society Limited
Execution Date: 18-11-2003
Registration Date: 19-12-2003
Registration No: TNN-2-6584-2003

2003 **Document Entry**

Document Name: Conveyance Deed
Agreement Value: Rs. 2,03,456/-
Government Value: Rs. 0/-
Schedule: Building. No.3, Shree Niketan Co-operative Housing Society Limited, standing on all that piece and parcel of land bearing Plot No. 3 admeasuring about 634.63 Sq. Meters, bearing Survey no. 208/7 Village-Majiwade, Taluka District Thane
Name of the Parties: Maharashtra Housing and Area Development Authority as Authority
To



Execution Date: Shree Niketan Co-operative Housing Society Limited
18-11-2003
Registration Date: 19-12-2003
Registration No: TNN-2-6585-2003

2004 Nil

2005 **Document Entry**

Document Name: Development Agreement
Agreement Value: Rs. 1/-
Government Value: Rs. 88,10,000 /-
Schedule: Trimurti Co-operative Housing Society Limited, land bearing Plot No. 7 admeasuring about 634.63 Sq. Meters, bearing Survey no. 206(pt) & 208 (pt) Village-Majiwade, Taluka District Thane

Name of the Parties: Shivam Co-Operative Housing Society Limited
To
M/s. Shree Sai Baba Construction Private Limited director Uday Vishram Joshi

Execution Date: 25-10-2005
Registration Date: 25-10-2005
Registration No: TNN-1-6131-2005

2005 **Document Entry**

Document Name: Development Agreement
Agreement Value: Rs. 1/-
Government Value: Rs. 88,10,000 /-
Schedule: Trimurti Co-operative Housing Society Limited, admeasuring area 634.63 sq. mt. Survey No 206 & 207 Village-Majiwade, Taluka District Thane

Name of the Parties: Trimurti Co-operative Housing Society Limited representative Ganpat Prabhu and Subhash R Jadhav
To
M/s. Shree Sai Baba Construction Private Limited Director Uday Vishram Joshi

Execution Date: 25-10-2005
Registration Date: 25-10-2005
Registration No: TNN-1-6132-2005

2005 **Document Entry**

Document Name: Development Agreement
Agreement Value: Rs. 1/-
Government Value: Rs. 1,00,52,000/-
Schedule: Guru Krupa Co-operative Housing Society Limited, all that piece and parcel of land bearing Plot No. 9 admeasuring about 634.63 Sq. Meters, bearing Survey no. 207(pt) & 208/7 Village-Majiwade, Taluka District Thane



Name of the Parties: Guru Krupa Co-operative Housing Society Limited
representative Ganpat Prabhu and Subhash R Jadhav
To
M/s. Shree Sai Baba Construction Private Limited director Uday
Vishram Joshi
ExecutionDate: 25-10-2005
Registration Date: 25-10-2005
Registration No: TNN-1-6232-2005

2006-2009 Nil

2010 Document Entry

Document Name: Development Agreement
Agreement Value: Rs. 1/-
Government Value: Rs. 0/-
Schedule: Plot No. 3 Adm Area 17.68 sqmtr, Village-Majiwade, Taluka
District Thane
Name of the Parties: Shre Niketan Co-operative Housing Society Limited
To
M/s. Oricon Realtors
Execution Date: NA
Registration Date: 31-07-2010
Registration No: TNN-1-8320-2010

2010 Document Entry

Document Name: Development Agreement
Agreement Value: Rs. 1/-
Government Value: Rs. 7,68,81,500 /-
Schedule: Land Survey No.229, 206, 208 Mauje Majivada, Taluka & District
Thane. The area of land at Pokhran No.1 is 634.63 Sq. mt. and
the original development agreement in Building No.7 dated
25/10/2005 in document No.6131/05.It was wrongly decided to
give an area of 350 square feet of carpet for 32 members by
building a new building on the said income for the members of
the organization, instead now 484 sq. ft. Original Development
Agreement dt.25/10/2005 Doc No.6131/05 while taking
possession of the new room. This should be corrected for the
third year will be paid by the developer in such manner.
Similarly, an increase of 10% will be made for the next year.
Also, the developer will pay Rs.5000/- to each member for
transporting the goods. As per the list attached to 32 members
as per the said document / mistake amendment agreement,
Conveyance Case No.863/10 dated 25/11/2010

Name of the Parties: Shivam Co-operative Housing Society Limited President Gajanan
ShankarThavre and Treasurer
BhanudasKashinathAngchekar&M/S. Shree Sai
BabaConstruction Private Limited Director Ramesh



BhivraoKhade.
To
M/s. Saibaba Construction Private Limited &M/s. Saibaba
Gruhanirmiti Private Limited Director Ramesh Bhivrao Khade
Execution Date: 14-12-2010
Registration Date: 14-12-2010
Registration No: TNN-1-9597-2010

2011

Nil

2012

Document Entry

Document Name: **Development Agreement**

Agreement Value: Rs. 8,04,51,500/-

Government Value: Rs. 3,32,31,800 /-

Schedule:

Survey No.206, 207, MaujeMajivade, Ta. and Dist. Thane
Pokhran Road No.2 is 634.63 sq. ft. said Saibaba Constructions,
as the Confirming Party, the said Fifth Society with the consent
of said Saibaba Constructions has appointed Shree
SaibabaGrihanirmitiPvt. Ltd., to the Promoters hereto as the
New Promoter of the said Fifth Property in place of said
Saibaba Constructions and thereby assigned, transferred and
granted all the rights, power and authority
forreconstruction/redevelopment of the said Fifth Property of
building no. 8 to the Promoters hereto upon the terms and
condition mentioned therein.

Name of the Parties:

Trimurti Co-operative Housing Society Limited Prsident Ramesh
Ramchandra Shivalkar, Secretary Anil Arjun Kadam, treasurer
Yogita balkrishna Tendulkar & M/S. Shree Sai BabaConstruction
Private Limited Director Shri Uday Vishwas Joshi Shri Ramesh
BhivraoKhade

To

Shree Sai Baba Construction Private Limited Director Shri Uday
Vishwas Joshi& Shri Ramesh Bhivrao Khade & M/s. Saibab
Gruhnirmiti Private Limited Director Shri Ramesh Bhivrao Khade

Execution Date:

31-12-2011

Registration Date:

13-01-2012

Registration No:

TNN-1-0364-2012

2012

Document Entry

Document Name: **Development Agreement**

Agreement Value: Rs. 7,81,71,500/-

Government Value:

Rs. 0/-

Schedule:

VartakNagarAshirwadCo-operative Housing Society Limited,
Survey No. 208, Village Majiwade, TalukaDistrict Thane.,

Name of the Parties:

Ashirwad Co-Operative Housing Society Limited as First Society,
Shree Saibaba Constructions Private Limited as the Confirming
Party,

To



ExecutionDate: M/s. Shree Saibaba Grihanirmiti Pvt. Ltd
31-12-2011
Registration Date: 13-01-2012
Registration No: TNN-1-0366-2012

2012

Document Entry

Document Name: Development Agreement
Agreement Value: Rs. 7,81,71,500/-
Government Value: Rs. 3,32,31,800/-
Schedule: Vartak Nagar Guru Krupa Co-operative Housing Society Limited,
Survey No. 207 &208, Village Majiwade, TalukaDistrict Thane.,
Name of the Parties: Vartak Nagar Guru KrupaCo-operative Housing Society Limited
president Uday Waman Raut, Treasurer Ashok DattaramZagde&
M/s. Shree Sai Baba Construction Private Limited. Through
Director Uday Vishwas Joshi and Ramesh BhivraoKhade
To
M/S. SaibabGruhnirmiti Private Limited
ExecutionDate: 31-12-2011
Registration Date: 22-02-2012
Registration No: TNN-1-1347-2012

2013-2015

Nil

2016

Document Entry

Document Name: Development Agreement
Agreement Value: Rs. 8,04,51,500/-
Government Value: Rs. 0/-
Schedule: all that piece and parcel of land bearing Plot No. 4 admeasuring
about 634.63 Sq. Meters, bearing Survey no. 208/7 & 229/1,
Village Majiwade, TalukaDistrict Thane.,
Name of the Parties: Geetanjali Co-Operative Housing Society Limited.
To
M/s. SaibabGruhnirmiti Private Limited
ExecutionDate: 20-02-2016
Registration Date: 20-02-2016
Registration No: TNN-1-1615-2016

2017-2020

Nil

2021

Document Entry

Document Name: Agreement For Sale
Agreement Value: Rs. 28,10,000/-
Government Value: Rs. 25,38,921/-
Schedule: Office No.120 admeasuring area 20.30 sq. mtrs. Carpet area,
on the 1st Floor, 'C' Wing, in the Building known as "Ashar
Metro Towers", situated on Survey No.206 pt, 207 pt, 208 pt, 22
pt, 229 pt, and Plot No.2 to 4 and 7 to 9, of Village Majiwade,



Name of the Parties: Taluka & Dist. Thane Village Majiwade, Taluka District Thane.,
M/s. SaibabGruhnirmiti Private Limited through Authorised
Signatory Prakash Dahiya BhaiParmarthrough Power of
Attorney Holder Raghunath Karade
To
SRK Agro Food & Fuel Private Limited Authorised Signatory
RaosahebDondheBajiKavale

Execution Date: 31-03-2021
Registration Date: 27-05-2021
Registration No: TNN-2-10688-2021

2022-2023 Nil

2024 **Document Entry**

Document Name: Lease Deed
Agreement Value: Rs. 82,125/-
Government Value: Rs. 1,62,88,461/-
Schedule: Survey No. 207pt, 208/7pt, 209/1(P), area admeasuring 385.07
sq. meter Village Majiwade, Taluka & Dist.
ThaneVillageMajiwade, Taluka District Thane.,

Name of the Parties: Ashar Metro towers through Chairmen Anil Arjun Kadam
Ashar Metro towers through secretary Sandeep Pandurang
Sinde & others

To
Maharashtra Housing and Area Development Authority
manager kokan housing & area development board through
Sanjay B. mane

Execution Date: 05-02-2024
Registration Date: 31-01-2024
Registration No: TNN-9-2402-2024

(Note:- The computerized records of Sub-Registrar of Assurances not maintained properly
also some Index-II (Computerized & Manually) are missing from the records and hence this
search report is based upon the Index –II available in the SRO’s office subject to torn
records/missing records or mix records)

