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Dof. No. AX/SBI/TIP/5615/2024

Date: 23.06.2024

ANNEXURE - B

REPORT ON INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

1	a	Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India, Industrial Finance Branch, Sakinaka, Andheri
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	By Mail
	c	Name of the Borrower.	M/S. TOTAL LOGISTICS PVT. LTD.
2	a	Type of Loan	--
	b	Type of property	--
3	a	Name of the unit/concern/ company/person offering the property/ lies as security.	M/S. TOTAL LOGISTICS PVT. LTD.
	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.)	Borrower/s-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.	Non-Agricultural Land situate lying and being at Village Kholke, Taluka Panvel, in the Reppuram District and Sub District of Panvel, District Raigad bearing Survey No. 81, Hissa No. 1, Survey No. 82, Survey No. 83, Hissa No. 1, admeasuring 97.11 Gunthas, equivalent to 105746 sq. ft to 9824.13 sq. mtrs. along with building known as "Manas Prayag".
			boundaries as mentioned in the title deed are as below :- EAST : Land bearing Gut No. 80 WEST : National Highway No. 17 SOUTH : Land bearing Gut No. 81 NORTH : Land bearing Gut No. 80 and 91
	a	Survey No.	Survey no. 81, HISSA NO. 1, SURVEY NO. 82, Survey No. 83, HISSA NO. 1



	d	Whether proper registration of documents completed. Details thereof to be provided.	Yes.
	a	Property offered as security falls within the jurisdiction of which sub-registrar office?	Office of Sub-Registrar of Assurance, Panvel.
9	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
	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 Ann. II, search from 1995 to 2024
		<i>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)</i>	
10	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.	N. A.
	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.	N. A.
	a	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
11		If Ownership Rights,	Yes
	a	Details of the Conveyance Documents	Deed of Conveyance dated 29.11.2000 between Ram Krishna Hari Farms Pvt. Ltd., as the Vendor to Total Logistics (India) Pvt. Ltd. As the Purchaser. No. PVN/5138/2000

		29.11.2000, Registration Receipt No. 5138/2000
b	Whether the document is properly stamped.	Yes, duly stamped
c	Whether the document is properly registered.	Yes, duly Registered
	If leasehold, whether:	N.A.
a	The Lease Deed is duly stamped and registered	N.A.
b	The Lessee is permitted to mortgage the Leasehold rights.	N.A.
c	duration of the Lease/unexpired period of lease.	N.A.
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.	N.A.
e	Whether the leasehold rights permit for the creation of any superstructure (if applicable)?	N.A.
f	Right to get renewal of the leasehold rights and nature thereof.	N.A.
	If Govt. grant/ allotment/Lease- cum/Chak. Agreement/ Occupancy/Inam Holder/ Absentee, whether:	N.A.
a	Govt./ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	N.A.
b	the mortgagor is competent to create charge on such property?	N.A.
c	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	N.A.
	If occupancy right, whether:	N.A.
a	Such right is heritable and transferable.	N.A.
b	Mortgage can be created.	N.A.
	Has the property been transferred by way of Gift/ Settlement Deed	No
12	The Gift/Settlement Deed is duly stamped and registered.	N.A.
a	Whether there is any retention on the Donor in executing the gift/settlement deed in question?	N.A.
b	The Gift/Settlement Deed transfers the property to Donee?	N.A.
c	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	N.A.
d	Whether the Donee is in possession of the gifted property?	N.A.
e		N.A.



f	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?	N. A.	
g	Any other aspect affecting the validity of the title passed through the will/settlement deed.	N. A.	
	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.	N. A.	
b	Whether mutation has been effected.	N. A.	
13	c	Whether the mortgagor is in possession and enjoyment of his share.	N. A.
d	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N. A.	
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.	N. A.	
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?	N. A.	
	Whether the title documents include any testamentary documents (wills)?	No	
a	In case of wills, whether the will is registered will or unregistered will?	N. A.	
14	b	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N. A.
c	Whether the property is mutated on the basis of will?	N. A.	
d	Whether the original will is available?	N. A.	
e	Whether the original death certificate of the testator is available?	N. A.	
f	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N. A.	
a	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.	N. A.	



	which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	
	Whether the property is subject to any wad /rights/belongs to church /temple or any religious/other institutions	No
19	a any restriction in creation of charges on such properties?	N. A.
	b Precautions/permissions, if any in respect of the above cases for creation of mortgage?	N. A.
	a Where the property is a HUF/joint family property?	No
16	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.	N. A.
	c Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N. A.
	a Whether the property belongs to any trust or is subject to the rights of any trusts?	No
17	b Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N. A.
	c If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	N. A.
	d Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N. A.
	a Is the property an Agricultural land ?	No
	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	N. A. property
18	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?	N. A.
	c In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	N. A.



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, Coastal Zone Regulations, Environmental Clearance, etc.)?	No
	b	Additional aspects relevant for investigation of title as per local laws.	N. A.
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?	N. A.
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N. A.
21	c	Whether the title documents have 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?	N. A.
22	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No
	b	Property belonging to partner(s), whether thrown on katchipad?	N. A.
	c	Whether formalities for the same have been completed as per applicable laws?	N. A.
23	a	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	N. A.
23	a	Whether the property belongs to a Limited Company, check the Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC),	Board Resolution of M/s. TOTAL LOGISTICS PVT. LTD. to be obtained for creation of mortgage and banks charge to be noted with ROC. ROC search to be obtained.



	Articles of Association/provision for common and etc.	
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.	N. A.
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 vendor company (purchaser)?	N. A.
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)?	N. A.
b/4	If the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied?	N. A.
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
a	Whether any POA is involved in the chain of title during the period of search?	No
25	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 favor of the builder/Promoter and as such is irrevocable as per law.	No
b	In case the title document is executed by 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/Autonomous Representatives to sign. Flat	N. A.



	<p>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).</p>	
c	<p>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.</p>	N. A.
d	<p>In case of Common POA [i.e. POA other than Builder's POA], please clarify the following clauses in respect of POA:</p> <p>i) Whether the original POA is verified and the title investigation is done on the basis of original POA?</p> <p>ii) Whether the POA is a registered one?</p> <p>iii) Whether the POA is a special or general one?</p> <p>iv) Whether the POA contains a specific authority for execution of title document in question?</p>	N. A.
e	<p>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?)</p>	N. A.
f	<p>Please comment on the genuineness of POA?</p>	N. A.
g	<p>The unequivocal opinion on the enforceability and validity of the POA.</p>	N. A.
26	<p>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.</p>	No
1	<p>If the property is a flat/apartment or residential/ commercial complex:</p>	Plot of Land
27	<p>a) Promoter's/Land owner's title to the land/ building;</p> <p>b) Development Agreement/Power of Attorney;</p>	N. A.



c	Extent of authority of the Promoter/builder;	N. A.
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.;	No
i	Conveyance in favour of Society/Condominium concerned;	N. A.
j	Occupancy Certificate/allotment letter/letter of possession;	To Be Obtained
k	Membership details in the Society etc.;	N. A.
l	Share Certificates;	N. A.
m	No Objection Letter from the Society;	N. A.
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;	N. A.
p	If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any;	N. A.
q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N. A.
II.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No
II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	N. A.
II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N. A.



II.D	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?	N. A.
28	Encumbrances, Attachments, and/or claims whether of Government, State or other Local authorities or Third-Party claims, Liens etc. and details thereof.	No
29	The period covered under the Encumbrance Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	Years 1995 to 2024 in Sub Registrar office at Parvel. Presently, Mortgage with State Bank of India.
30	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Please Check Latest Municipal / Assessment, Tax Bill/Receipt.
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 Mortgagor that no proceeding are going on U/s 281 of IT Act
a	Details of RTC extracts/mutation extracts/Katha extract pertaining to the property in question.	N. A.
b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	N. A.
a	Whether the property offered as security is clearly demarcated?	Yes
b	Whether the demarcation / partition of the property is locally 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
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
33	a	Whether the documents i.e. Valuation report/approved sanction plan reflect/indicate any difference/discrepancy in the 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.	Valuation Report not submitted
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 (V/VI)	Yes
	a	Whether original title deeds are available for creation of equitable mortgage	Registered Mortgage
37	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.	Original Title Deeds is Available with Bank
38		Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Periodical visit from the Bank Officer and Banks Charge to be noted with SRO & ROC Kindly register your Registered mortgage with CERSAI
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Authorized person on behalf of M/S. TOTAL LOGISTICS PVT. LTD.

Place: Mumbai
Date: 23.09.2024


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 For M/s Anup Khaitan & Co.,
 Advocates Rajiv Gandhi Building

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Annexure - 1

LIST OF DOCUMENTS

Sr. No	Date	Name / Nature of document	Original/ certified copy/ certified extract/ photocopy etc.	In case of copies, whether the original was scrutinized by the advocate.
1.	04.08.2023	Rectification Deed dated 04.08.2023 (PVL/5138/2000 dated 29.11.2000) executed by and between Ram Krishna Hari Farms Pvt. Ltd. as the Vendor of the First Part and Total Logistics (India) Pvt. Ltd. as the Purchaser of the Other Part registered under Doc. No. PVL/2-13997-2023 dated 04.08.2023.	Photocopy	
2.	29.11.2000	Deed of Conveyance dated 29.11.2000 between Ram Krishna Hari Farms Pvt. Ltd. as the Vendor to Total Logistics (India) Pvt. Ltd. as the Purchaser, Doc. No. PVL/5138/2000 dated 29.11.2000, Registration Receipt No. 5138/2000.	Photocopy	
3.	29.08.2000	Unregistered Agreement dated 29.08.2000 between Ram Krishna Hari Farms Pvt. Ltd. as Vendor to Total Logistics (India) Pvt. Ltd. as Purchaser	Photocopy	



FLOW OF TITLE

1. Upon reviewing the records, it appears that the Non-Agricultural land situated in Village Kolkhe, Taluka Panvel, in the Registration District and Sub-District of Panvel, District Raigad, bearing Survey No. 81, Hissa No. 1, Survey No. 82, and Survey No. 83, Hissa No. 1, admeasuring 97.11 Gunthas (equivalent to 105,746 sq. ft. or 9,824.13 sq. mtrs.), was owned by Pramodbhai Thadeshwar, Haribhai Thadeshwar, and Prakashbhai Thadeshwar, who are all directors of Krishna Hari Farms Pvt. Ltd.
2. The Deed of Conveyance dated 3rd September 1993, executed between Ram Krishna Hari Farms Pvt. Ltd. and others, and Ambu Maruti Mhatre, was registered with the Sub-Registrar of Assurances at Panvel, under Serial No. 1206 on 4th September 1993.
3. Deed of Conveyance dated 17th December 1993, between Ram Krishna Hari Farms Pvt. Ltd. and others, and Ambu Maruti Mhatre, was registered with the Sub-Registrar of Assurances at Panvel under Serial No. 1878 on the same day.
4. A further Deed of Conveyance dated 28th August 1995, between Ram Krishna Hari Farms Pvt. Ltd. and others, and Anant Shankar Wamulkar, was registered with the Sub-Registrar of Assurances at Panvel under Serial No. 3421/1995 on 28th August 1995.
5. Similarly, another Deed of Conveyance dated 10th January 1996, between Ram Krishna Hari Farms Pvt. Ltd. and others, and Anant Shankar Wamulkar, was registered under Serial No. 165/1996 on 12th January 1996, with the Sub-Registrar of Assurances at Panvel.
6. The Additional Collector, Raigad, issued an order bearing No. MS/BINSHETI/A-1/SR365, dated 18th March 1997, converting the property from agricultural use to non-agricultural use.
7. By an Agreement dated 29th August 2000, between Ram Krishna Hari Farms Pvt. Ltd. as the Vendor and Total Logistics India Pvt. Ltd. as the Purchaser, the Purchaser acquired the Non-Agricultural land situated at Village Kolkhe, Taluka Panvel, bearing Survey Nos. 81, 82, and 83, admeasuring 97.11 Gunthas (equivalent to 105,746 sq. ft. or 9,824.13 sq. mtrs.), for a consideration of 46,00,000, subject to the terms therein.
8. The Deed of Conveyance dated 29th November 2000, between Ram Krishna Hari Farms Pvt. Ltd. and Total Logistics India Pvt. Ltd., for the Non-Agricultural land mentioned above, was registered with the Sub-Registrar of Assurances, Panvel, under Sr. No. PVL/5138/2000, dated 29th November 2000.



9. A Mortgage Deed dated 24th February 2014, executed between Total Logistics India Pvt. Ltd. and HDFC Bank Ltd., for the property "Manas Prayag," bearing Survey Nos. 81, Hissa No. 1A/3/2, 82, and 83, Hissa No. 1, was registered under Serial No. PVL-1/3056/2014 on 16th June 2014.
10. A subsequent Mortgage Deed dated 26th June 2014, between the same parties, was registered under Serial No. PVL-1/4020/2014 on 12th August 2014.
11. A Deposit of Title Deed dated 29th August 2015 was executed between Total Logistics India Pvt. Ltd. and HDFC Bank Ltd., regarding "Manas Prayag," Survey Nos. 81, Hissa No. 1A/3/2, 82, and 83, Hissa No. 1, with registered doc Serial No. PVL-4/2938/2016 on 14th March 2016.
12. Another Deposit of Title Deed dated 20th April 2018 was executed between the same parties for the same property, with registered doc Serial No. PVL-4/2938/2016 on 14th March 2016.
13. Further, a Deposit of Title Deed dated 20th April 2018 between Total Logistics India Pvt. Ltd. and HDFC Bank Ltd. for "Manas Prayag" was registered under Serial No. PVL-2/6095/2018 on 8th May 2018.
14. On 25th March 2021, a Deposit of Title Deed was executed between Total Logistics India Pvt. Ltd. and 1. Axis Bank Ltd. 2. HDFC Bank Ltd., for "Manas Prayag," Survey Nos. 81, Hissa No. 1A/3/2, 82, and 83, Hissa No. 1, with registered doc Serial No. PVL-1/3296/2021.
15. A Mortgage Deed dated 6th September 2022 was executed between Total Logistics India Pvt. Ltd. and State Bank of India for the property "Manas Prayag," Survey Nos. 81, Hissa No. 1A/3/2, 82, and 83, measuring 97.10 Gunthas (104,517.57 sq. ft. or 9,710 sq. mtrs.), with registered doc Serial No. PVL-5/14476/2022.
16. A Registration Deed dated 4th August 2023 (Serial No. PVL/5138/2000, dated 29th November 2000) was executed by Rani Krishna Hari Farms Pvt. Ltd. as the Vendor and Total Logistics India Pvt. Ltd. as the Purchaser, for the Non-Agricultural land at Village Kolabe, Taluka Pavnar, registered under Serial No. PVL 2/13997/2023 on 4th August 2023.
17. In our opinion, M/s. Total Logistics Pvt. Ltd. has a valid, legal, and marketable title to the premises in question, free from encumbrances, and is entitled to create a valid, enforceable registered mortgage in favor of the bank, subject to the existing mortgage charge with State Bank of India.

Place: Mumbai
Date: 23.09.2024


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

ANUP KHAITAN & CO.
Advocates, High Court

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CERTIFICATE OF TITLE

Annexure - C

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Registered 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 **Registered Mortgage** is created, it will satisfy the requirements of creation of **Registered Mortgage** and I further certify that:

1. I have examined the Documents in detail, taking into account all the provisions 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 not 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.
3. Following scrutiny of Land Records/Revenue Records, relative Title Deeds, no 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, as could be seen from the Encumbrance Certificate for the period from 1995 to 2024 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 favor 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).
6. Minor/(s) and his/ their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name). (no minor interest involved).
7. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, M/S. TOTAL LOGISTICS PVT. LTD., subject to clause No. 2.



8. I certify that M/S. TOTAL LOGISTICS PVT. LTD. will 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.

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:

Sr. No.	Date	Name / Nature of document	Original/certified copy/photocopy etc.
1.	04.08.2023	Rectification Deed dated 04.08.2023 (PVL/5138-2000 dated 29.11.2000) executed by and between Ram Krishna Hari Farms Pvt. Ltd. as the Vendor of the First Part and Total Logistics (India) Pvt. Ltd. as the Purchaser of the Other Part registered under Doc. No. PVL/2-13997-2023 dated 04.08.2023.	Original
2.	29.11.2000	Deed of Conveyance dated 29.11.2000 between Ram Krishna Hari Farms Pvt. Ltd. as the Vendor to Total Logistics (India) Pvt. Ltd. as the Purchaser. Doc. No. PVL/5138/2000 dated 29.11.2000, Registration Receipt No. 5138/2000.	Original
3.	18.03.1997	N. A. Order issued by District Collector, Raigad	Copy
4.	-	Latest tax paid receipt issued by competent authority	Copy
5.	-	Electricity Bill	Copy
6.	-	Sanction Plan	Copy
7.	-	Occupation Certificate	Copy
8.	-	No Dues Certificate from axis Bank Ltd.	Original
9.	-	No Dues Certificate from HDFC Bank Ltd	Original

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 (PS)

Non Agricultural Land situate lying and being at Village Kholbhe, Taluka Panvel, in the Registration District and Sub District of Panvel, District Raigad bearing Survey No. 81, Hissa No. 1, Survey No. 82, Survey No. 83, Hissa No. 1, admeasuring 97.12 Hums, equivalent to 105746 sq. ft to 9824.13 sq. mtrs. along with building known as 'Mandir'.



Prayer:-

Boundaries as mentioned in the title deed are as below:-

EAST : Land bearing Gut No. 80

WEST : National Highway No. 17

SOUTH : Land bearing Gut No. 81

NORTH : Land bearing Gut No. 90 and 91

Place: Mumbai
Date: 23.09.2024


Yours Faithfully

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

A. AMIN
TITLE INVESTIGATOR MUMBAI.

Dated. 23.09.2024

SEARCH REPORT.

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

Schedule - Investigation Title of The Property Bearing Residential Non-Agricultural Land situate lying and being at Village Kholke, Taluka Panvel, in the Registration District and Sub District of Panvel, District Raigad bearing Survey No. 81, Hissa No. 1, Survey No. 82, Survey No. 83, Hissa No. 1, admeasuring 97.11 Gunthas, equivalent to 105746 sq. ft to 9824.13 sq. mtre. along with building known as "Manas Prayag".

Owner - **M/S. TOTAL LOGISTICS PVT. LTD.**

Dear Sir,

As per your instruction I have taken search in respect of above-mentioned property in sub-registrar offices at Panvel from 1985 To 2024 (39 Years)
I have found following registered therein during the course of search

SUB-REGISTRAR ASSURANCE OFFICE AT Panvel.

1995 -----SOME PAGES TORN & ENTRY

1) Nature Of Document : SALE DEED

Schedule: Non-Agricultural land bearing Survey No. 81, Hissa No. 1A/2, area of 650 sq. Mtrs. situate lying and being at Village Kholke, Taluka Panvel, in the Registration District and Sub-District of Panvel, District Raigad

Anant S Mhamunkar

TO

Ram Krishna Hari Prans Pvt Ltd
Execution Date : 28.08.1995
Indexed on Date : 28.08.1995
Document Sr. No. : PVL/1-3421-1995

1996 -----SOME PAGES TORN & ENTRY

1) Nature Of Document : RECTIFICATION DEED

Schedule: Non-Agricultural land bearing Survey No. 81, Hissa No. 1A/3, area of 650 sq. Mtrs. situate lying and being at Village Kholke, Taluka Panvel, in the Registration District and Sub-District of Panvel, District Raigad

Anant S Mhamunkar

TO

Ram Krishna Hari Prans Pvt Ltd
Execution Date : 12.01.1996
Indexed on Date : 12.01.1996
Document Sr. No. : PVL/1-165-1996

1997 -----SOME PAGES TORN & RE-INDEXED

1998 -----SOME PAGES TORN & RE-INDEXED

1999 -----SOME PAGES TORN & RE-INDEXED

2000 -----SOME PAGES TORN & ENTRY

1) Nature Of Document : CONVEYANCE DEED

Schedule: Non-Agricultural land bearing Survey No. 81, Hissa No. 1, Survey No. 82, Survey No. 83, Hissa No. 1, admeasuring 97.11 Gunthas, equivalent to 105746 sq. ft to 9824.13 sq. mtre. situate lying and being at Village Kholke, Taluka Panvel, in the Registration District and Sub-District of Panvel, District Raigad

Ram Krishna Hari Prans Pvt Ltd

TO

Total Logistics India Pvt. Ltd.
Execution Date : 20.11.2000
Indexed on Date : 20.11.2000
Document Sr. No. : PVL/1-5138-2000

2011 -----SOME PAGES TORN & RE-INDEXED

AT Panel 1 to 5 (COMPUTER RECORD)

2002 ----- NIL
2003 ----- NIL
2004 ----- NIL
2005 ----- NIL
2006 ----- NIL
2007 ----- NIL
2008 ----- NIL
2009 ----- NIL
2010 ----- NIL
2011 ----- NIL
2012 ----- NIL
2013 ----- NIL
2014 ----- ENTRY

1) Nature Of Document : MORTGAGE DEED

Schedule: Non-Agricultural Land situate lying and being at Village Kholihe, Tahuka Panvel, in the Registration District and Sub District of Panvel, District Raigad bearing Survey No. 81, Hissa No. 1, Survey No. 82, Survey No. 83, Hissa No. 1, admeasuring 97.11 Gunthas, equivalent to 105746 sq. ft to 9824.13 sq. mtrs. along with building known as "Manas Praying"

Mortgagee: HDFC Bank Ltd.

Mortgagor: Total Logistics India Pvt. Ltd.
Execution Date : 24.02.2014
Indexed on Date : 10.09.2014
Document Sr. No. : PVL/1-3056-2014

2) Nature Of Document : MORTGAGE DEED

Schedule: Non-Agricultural Land situate lying and being at Village Kholihe, Tahuka Panvel, in the Registration District and Sub District of Panvel, District Raigad bearing Survey No. 81, Hissa No. 1, Survey No. 82, Survey No. 83, Hissa No. 1, admeasuring 97.11 Gunthas, equivalent to 105746 sq. ft to 9824.13 sq. mtrs. along with building known as "Manas Praying"

Mortgagee: HDFC Bank Ltd.

Mortgagor: Total Logistics India Pvt. Ltd.
Execution Date : 26.06.2014
Indexed on Date : 12.08.2014
Document Sr. No. : PVL/1-4009-2014

2015 ----- ENTRY

1) Nature Of Document : NOTICE OF INTIMATION

Schedule: Non-Agricultural Land situate lying and being at Village Kholihe, Tahuka Panvel, in the Registration District and Sub District of Panvel, District Raigad bearing Survey No. 81, Hissa No. 1, Survey No. 82, Survey No. 83, Hissa No. 1, admeasuring 97.11 Gunthas, equivalent to 105746 sq. ft to 9824.13 sq. mtrs. along with building known as "Manas Praying"

Mortgagee: HDFC Bank Ltd.

Mortgagor: Total Logistics India Pvt. Ltd.
Execution Date : 29.08.2015
Indexed on Date : 29.08.2015
Document Sr. No. : PVL/4-18078-2015

2016 ----- ENTRY

1) Nature Of Document : NOTICE OF INTIMATION

Schedule: Non-Agricultural Land situate lying and being at Village Kholihe, Tahuka Panvel, in the Registration District and Sub District of Panvel, District Raigad bearing Survey No. 81, Hissa No. 1, Survey no. 82, Survey No. 83, Hissa No. 1, admeasuring 97.11 Gunthas, equivalent to 105746 sq. ft to 9824.13 sq. mtrs. along with building known as "Manas Praying"

Mortgagee: HDFC Bank Ltd.

Mortgagor: Total Logistics India Pvt. Ltd.
Execution Date : 14.03.2016
Indexed on Date : 14.03.2016
Document Sr. No. : PVL/4-2938-2016

2017 ----- NIL

2018 ----- ENTRY

1) Nature Of Document : NOTICE OF INTIMATION

Schedule: Non-Agricultural Land situate lying and being at Village: Kholkhe, Taluka Parvel, in the Registration District and Sub District of Parvel, District Raigad bearing Survey No. 81, Hissa No. 1, Survey No. 82, Survey No. 83, Hissa No. 1, admeasuring 97.11 Gunthas, equivalent to 105746 sq. ft to 9824.13 sq. mtrs. along with building known as "Manas Prayag"

Mortgagee: HUFU Bank Ltd.
Mortgagor: Total Logistics India Pvt. Ltd.
Execution Date : 20.04.2018
Indexed on Date : 08.05.2018
Document Sr. No. : PVL/2-6098-2018

2019 ----- NIL
2020 ----- NIL
2021 ----- ENTRY
1) Nature Of Document : NOTICE OF INTIMATION
Schedule: Non-Agricultural Land situate lying and being at Village: Kholkhe, Taluka Parvel, in the Registration District and Sub District of Parvel, District Raigad bearing Survey No. 81, Hissa No. 1, Survey No. 82, Survey No. 83, Hissa No. 1, admeasuring 97.11 Gunthas, equivalent to 105746 sq. ft to 9824.13 sq. mtrs. along with building known as "Manas Prayag"

Mortgagee: 1. Axis Bank Ltd.
2. HDFC Bank Ltd.
Mortgagor: Total Logistics India Pvt. Ltd.
Execution Date : 25.03.2021
Indexed on Date : 25.03.2021
Document Sr. No. : PVL/1-3296-2021

2022 ----- ENTRY
1) Nature Of Document : MORTGAGE DEED
Schedule: Non-Agricultural Land situate lying and being at Village: Kholkhe, Taluka Parvel, in the Registration District and Sub District of Parvel, District Raigad bearing Survey No. 81, Hissa No. 1, Survey No. 82, Survey No. 83, Hissa No. 1, admeasuring 97.11 Gunthas, equivalent to 105746 sq. ft to 9824.13 sq. mtrs. along with building known as "Manas Prayag"

Mortgagee: State Bank of India
Mortgagor: Total Logistics India Pvt. Ltd.
Execution Date : 06.09.2022
Indexed on Date : 06.09.2022
Document Sr. No. : PVL/5-14476-2022


2023 ----- ENTRY
1) Nature Of Document : RECTIFICATION DEED
Schedule: Non-Agricultural Land situate lying and being at Village: Kholkhe, Taluka Parvel, in the Registration District and Sub District of Parvel, District Raigad bearing Survey No. 81, Hissa No. 1, Survey No. 82, Survey No. 83, Hissa No. 1, admeasuring 97.11 Gunthas, equivalent to 105746 sq. ft to 9824.13 sq. mtrs. along with building known as "Manas Prayag"

Ram Krishna Hari Prans Pvt Ltd
TO
Total Logistics India Pvt. Ltd.
Execution Date : 04.08.2023
Indexed on Date : 09.08.2023
Document Sr. No. : PVL/2-13997-2023

2024 ----- NIL

(Note: - - - - - The computerized records of Sub-Registrar of Assurances not maintained properly also some more or less necessary and comprehensive are missing from the records and hence this search report is based upon the Index -II available in the SRO's office subject to turn records/missing records).

Thanking You,

Yours Truly

A. AMN
TITLE INVESTIGATOR