

Padiyar & Co.

Advocates & Legal Consultants

Unit No.111, The Summit Business Bay, Opp. PVR Cinema, A. K. Road, Andheri (E), Mumbai -93

Cell : 9323802133

Tel : 8169819787/49736054

Email : padiyarco@gmail.com

REF: PC/IndusInd Bank Ltd. Prabhadevi (W) Br./LSR-133/23 17/08/2023

Annexure - B: Report of Investigation of Title in respect of immovable Property

1.	a) Name of the Branch/BU seeking opinion	To IndusInd Bank Limited, One World Center, Tower 1 11th Floor, 841 Senapati Bapat Marg, Prabhadevi (W), Mumbai 400013.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Instruction received from the bank.
	c) Name of the Borrower	M/S. ANKIT GEMS PRIVATE LIMITED
2.	a) Type of Loan
	b) Type of Property	Unit No.B-4502, on the 45 th Floor
3.	a) Name of the Property/concern/ company/person offering the property (is) as security	MR. ARUN C. SHAH, MR. AMIT A. SHAH & MRS. MEENA SHAH
	b) Constitution of the Property/concern/ person/body/authority offering the property for creation of charge.	Joint-Owners
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower/Guarantors
4.	Value of Loan (Rs. in crores)	...
5.	Complete or full description of the immovable property (ies) offered as security for creation of mortgage whether equitable/ registered mortgage.	Unit No.B-4502, on the 45 th Floor, admeasuring 1511 sq. ft., 4BHK Luxe2 carpet area, in the project known as "Trump Towers" & Car parking Spaces 3(three), Constructed on all that piece and parcel of land bearing Cadastral Survey No.464, Lower Parel Division admeasuring 65,724.12 meters or



		thereabouts, lying and being situated at Senapati Bapat Marg Lower Parel Mumbai-400013 in the District and Sub-District of Mumbai City and Mumbai Suburban.			
	(a) City Survey No.	Cadastral Survey No.464			
	(b) Door No. (in case of house property)	Unit No.B-4502, on the 45th Floor			
	(c) Extent/area including plinth/built up area in case of house property	Admeasuring 1511 sq. ft., carpet area			
	(d) Locations like name of the place, village, city, registration, sub-district, etc.	Lying and being situated at Senapati Bapat Marg Lower Parel Mumbai-400013 in the District and Sub-District of Mumbai City and Mumbai Suburban and assessed by Municipal Corporation under G-South".			
	(e) Boundaries	N/A			
6.	a) Particulars of the documents scrutinized – serially and chronologically				
	(b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified Note: Only Originals or Certified extracts from the registering/land/revenue/other authorities be examined.				
	Sr. No.	Date	Name Nature of the Document	Original/certified copy/certified extract/photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate
	1.	18/11/2014	Registered Agreement to sell dated 18/11/2014 executed between Jawala Real Estate Private Limited as the "Company" of the First Part and Mr. Arun C. Shah, Mr. Amit A. Shah & Mrs. Meena Shah as the "Purchasers" of the	Xerox copy	Original not scrutinized



			Other Part, document duly stamped for Rs.24,57,000/- and registered under the Sr. No. BBE-4-5115-2014, dated 31/12/2014 By Sub Registrar-Mumbai City-4.		
	2.	18/11/2014	Stamp Duty dated 18/11/2014 for Rs.24,57,000/- in the name of Mr. Arun C. Shah.	Xerox copy	Original not scrutinized
	3.	31/12/2014	Registration Receipt No.5563 Document Registered under Serial No. BBE-4-5115-2014 for Rs.32,440/- in the name of Mr. Arun C. Shah by Sub registrar Mumbai City-4.	Xerox copy	Original not scrutinized
	4.	18/03/2013	Registered Special Power of Attorney dated 18/03/2013 executed by Mr. Surendran Nair in favour of Mr. Pandhri Kebarkar, Mr. Rahul Wandekar, Mr. Ramesh Rawal, Mr. Pramod Kamble, Mr. Anil Palande document duly stamped for Rs.500/- and registered under Sr. No. BBE-4-1199-2013 dated 18/03/2013 at office of sub-Registrar, Mumbai City-4.	Xerox copy	Original not scrutinized
	5.	18/03/2013	Registered Special Power of Attorney dated 18/03/2013 executed by Jawala Real Estate Private Limited in favour Mr. Srendran Nair document duly stamped for Rs.500/- and registered under	Xerox copy	Original not scrutinized



			the Sr. No. BBE-4-1198-2013, dated 18/03/2013 By Sub Registrar-Mumbai City-4.		
	6.	03/07/2007	Commencement Certificate Ref. No. EEBPC/1342/ GS/A dated 03/07/2007 issued by Municipal Corporation of Greater Mumbai.	Xerox copy	Original not scrutinized
	7.	24/01/2006	Intimation Disapproval Ref. No. EB/1342/GS/A/BS/A dated 24/01/2006 issued by Municipal Corporation.	Xerox copy	Original not scrutinized
	8.	12/02/2013	Title Certificate dated 12/02/2013 issued by Pradip Garach.	Xerox copy	Original not scrutinized
	9.		Typical Floor	Xerox copy	Original not scrutinized
7a.	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)			No instruction by the Bank	
b.	i) Whether all pages in 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? ii) Wh/ere the certified copies of the title documents are not available, the Copy of provided should be compared with the Original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)			No No	
8.	a) 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?			YES (since 2003, records are available)	



	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	Yes
	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?	N/A
	d) Whether proper registration of documents completed. Details thereof to be provided.	Yes Registration of document No. BBE-4-5115-2014, dated 31/12/2014
9.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Mumbai City-4.
	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?	By sub registrar office Mumbai City-4.
	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.
10a	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.	Separate sheet is attached herewith.
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.(Separate Sheets may be used).	None
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
11a	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership rights
	If Ownership Rights,	



a	Details of the Conveyance Documents	N/A
b	Whether the documents is properly stamped	N/A
c	Whether the document is properly registered	N.A
	If Leasehold whether	N/A
	a) lease Deed is duly stamped and registered	N/A
	b) lessee is permitted to mortgage the Leasehold right,	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 permits 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/Sale Agreement, whether :	NO
	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) Whether 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
	If occupancy right, whether;	No
	a) Such right is heritable and transferable,	Not Applicable
	b) Mortgage can be created.	Not Applicable
12.	If the property has been transferred by way of Gift/Settlement Deed, whether:	No
	a) The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not Applicable



	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Not Applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	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;	No
	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 mortgage able 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
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 the testator is available?	Not Applicable
f)	What are the circumstances and/or documents to establish the will in question is	Not Applicable



	the last and final will of the testator?	
	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 institution	NO
	a) Any restriction in creation of charges on such properties	Not Applicable
	b) 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 necessary, 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 so 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 the trust in the matter	Not Applicable
18.	Is the property an Agricultural land	No
	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Not Applicable
	b) Incase 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) Inthe 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 other regulations having a bearing on the creation security (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
	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 litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking?	NO
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 partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N/A
	c) 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 Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/provision for common seal etc.	No
a	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	Not Applicable



b	ii) 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)?	No
c	iii) 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.	Charge of IndusInd Bank Consortium.
d	iv) 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 borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
25.	a) Whether any POA is involved in the chain of title?	Registered
	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 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 Property Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of Property's/Property's (Builder's POA) or (ii) other type of POA (Common POA).	Yes
	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.	Yes
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Yes
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one?	Copy Verified Yes Special POA
	iv) Whether the POA contains a specific authority for execution of title document in	Yes



	question?	
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	YES
	g) Please comment on the genuineness of POA?	Genuine
	h) The unequivocal opinion on the enforceability and validity of the POA?	Valid and enforceable
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 Property/Flat or residential/commercial complex, check and comment on the following:	Unit
	a) Promoter's/Land owner's title to the land/building;	Clear and marketable
	b) Development Agreement/Power of Attorney;	Yes
	c) Extent of authority of the Developer/builder	N/A
	d) Independent title verification of the Land and/or building in question	Yes
	e) Agreement for sale (duly registered);	Registered
	f) Payment of proper stamp duty	Yes Paid
	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	NA
	h) Approval of building plan, permission of appropriate/local authority, etc.;	As per the sanctioned plan
	i) Conveyance in favour of Society/Condominium concerned.	Not Known
	j) Occupancy Certificate/allotment letter/letter of possession;	OC not submitted to us
	k) Membership details in the Society etc.;	N/A
	l) Share Certificates	N/A
	m) No Objection Letter from the Society;	NOC from Builder/Developer is required
	n) All legal requirements under the local/Municipal laws, regarding ownership of Properties/Flats/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes



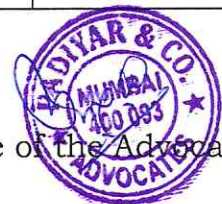
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any	Yes with Society
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	No
	q) Whether the numbering pattern of the Properties/Properties tally in all documents such as approved plan, agreement plan, etc.	Yes
	II A. Whether the Real Estate Project comes Under (Regulation and Development) Act, 2016?	Not Applicable
	II B. Whether the Project is registered with the Real Estate Regulatory Authority? If so, the Details of such registration are to Be furnished,	Not Applicable
	II.C. Whether the registered agreement for sale as prescribed in the Above Act/Rules there Under is executed?	Not Applicable
	II.D. Whether the Details of the apartment/plot in question are verified with the list of apartments or Plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not Applicable
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.	Subject to charge of IndusInd Bank Consortium.
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.	30 Years
30.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Yes
31.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	N/A C.A. Certificate/Declaration may be Obtained
32.	a) Details of RTC extracts/mutation extracts/Katha extract Pertaining to the property in question.	Property tax has been paid
	b) Whether the name of mortgagor is reelected as owner in the revenue/Municipal/Village records?	Yes in the Revenue Record
33.	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation/ partition of the	YES YES



	property is legally valid? 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, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? 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?	Nil
35.	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. 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 Verified by us
36.	a. Whether the Bank will be able to enforce SARFESI 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 viable 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.	Yes
38.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security	Registered Mortgage Created
39.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	MR. ARUN C. SHAH, MR. AMIT A. SHAH & MRS. MEENA SHAH

Place: Mumbai

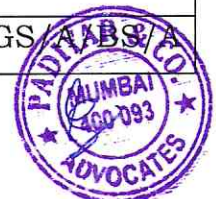
Signature of the Advocate



(Not Applicable).

8. The Mortgage if created will be available to the bank for the liability of the intending borrower **M/S. ANKIT GEMS PRIVATE LIMITED, Subject to charge of IndusInd Bank Consortium.**
9. Certify that, **MR. ARUN C. SHAH, MR. AMIT A. SHAH & MRS. MEENA SHAH**, have an absolute clear and marketable title over the schedule property/(ies). I Further certify that the above title deed are genuine and a valid mortgaged can be created and the said mortgaged would be enforceable, **Subject to charge of IndusInd Bank Consortium.**
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:

1.	Original Registered Agreement to sell dated 18/11/2014 executed between Jawala Real Estate Private Limited as the "Company" of the First Part and Mr. Arun C. Shah, Mr. Amit A. Shah & Mrs. Meena Shah as the "Purchasers" of the Other Part, document duly stamped for Rs.24,57,000/- and registered under the Sr. No. BBE-4-5115-2014, dated 31/12/2014 By Sub Registrar-Mumbai City-4.
2.	Original Stamp Duty dated 18/11/2014 for Rs.24,57,000/- in the name of Mr. Arun C. Shah.
3.	Original Registration Receipt No.5563 Document Registered under Serial No. BBE-4-5115-2014 for Rs.32,440/- in the name of Mr. Arun C. Shah by Sub registrar Mumbai City-4.
4.	Original Registered Sale Deed dated 10.10.2005 executed between National Textile Corporation (South Maharashtra), as the "Vendor" of the One Part and Jawala Real Estate Private Limited, as the "Purchaser" of the Other Part, the document duly registered under serial no. BBE-2-9009-2005, dated 11.10.2005, by Sub-Registrar Office of Mumbai City-2, alongwith stamp duty & registration receipts.
5.	Original Index II in the name of Mr. Arun C. Shah, Mr. Amit A. Shah & Mrs. Meena Shah.
6.	Copy of Commencement Certificate Ref. No. EEBPC/1342/GS /A dated 03/07/2007 issued by Municipal Corporation of Greater Mumbai.
7.	Copy of Intimation Disapproval Ref. No. EB/1342/GS



	dated 24/01/2006 issued by Municipal Corporation.
8.	Original Full Payment Receipt/s
9.	Copy of the Latest Maintenance Tax Receipt/Bill
10.	Copy of Occupancy Certificate issued by MCGM
11.	Original NOC from Jawala Real Estate Private Limited, for mortgage of said Unit in Bank's favour.

11. There are no legal impediments for creation of the mortgage under any applicable law/rules of force
12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

Unit No.B-4502, on the 45th Floor, admeasuring 1511 sq. ft., 4BHK Luxe2 carpet area, in the project known as "Trump Towers" & Car parking Spaces 3(three), Constructed on all that piece and parcel of land bearing Cadastral Survey No.464, Lower Parel Division admeasuring 65,724.12 sq. meters or thereabouts, lying and being situated at Senapati Bapat Marg Lower Parel Mumbai-400013 in the District and Sub-District of Mumbai City and Mumbai Suburban.



**ANNEXURE - 1:
FLOW OF TITLE**

- a) It is observed that from the documents submitted before us that, Seksaria Cotton Mills Limited, was the owners of all that piece and parcel of land bearing Cadastral Survey No. 464 of Lower Parel Division admeasuring 65,724.12 Sq. mtrs or thereabouts situated at Senapati Bapat Marg, Lower Parel, Mumbai-400013, within Mumbai Municipal Limits, within the Registration District of Mumbai i.e. said Property.
- b) Further it is observed that, the land belonging to Seksaria Cotton Mills Limited stood transferred to and vested in National Textile Corporation Limited (NTC) by means of nationalization free from encumbrances.
- c) Further it is observed that, the Sick Textile Undertaking (Nationalization) Act, 1974, the said NTC was required to form a subsidiary company to effect transfer of its right, title and interest in the said Property. Accordingly, the NTC formed National Textile Corporation (South Maharashtra) Limited being the wholly owned subsidiary Company under Companies Act, 1956 and as such by an Order dated.13.03.1975 NTC inter alia transferred Seksaria Cotton Mills Limited to National Textile Corporation (South Maharashtra).
- d) Further it is observed that, National Textile Corporation (South Maharashtra) became the owner of all that piece and parcel of land bearing Survey No. 464 of Lower Parel Division admeasuring 65,724.12 Sq. mtrs or thereabouts situated at Senapati Bapat Marg, Lower Parel, Mumbai-400013, within Mumbai Municipal Limits, within the Registration District of Mumbai.
- e) Further it is observed that,, by Registered Indenture of Conveyance dated.10.10.2005 executed between National Textile Corporation (South Maharashtra), as the "Vendor" of the One Part and Jawala Real Estate Private Limited, as the "Purchaser" of the Other Part, the document duly registered under serial no. BBE-2-9009-2005, dated.11.10.2005, by Sub-Registrar Office of Mumbai, whereby the Vendor sold/conveyed said Property to Jawala Real Estate Private Limited.
- f) Further it is observed that, the Plot of land bearing Cadastral Survey No. 464 of Lower Parel Division at Senapati Bapat marg, Lower Parel Mumbai-400013 in the Registration Sub-District old Mumbai City and Mumbai District, within Municipal Corporation of Greater Mumbai, was developed by M/s. Jawala Real Estate Pvt. Ltd had obtained necessary construction permission from Municipal Corporation of Greater Mumbai. IOD bearing



No. EB/CE/1342/GS/A of 2005-2006 dated.24.01.2006 and Commencement Certificate bearing No. EEBPC/1342/GS/A dated.03.07.2007 issued by Municipal Corporation of Greater Mumbai and Commencement Certificate EB/142/GS/A issued by Municipal Corporation of Greater Mumbai and after obtaining necessary construction permission from Municipal Corporation of Greater Mumbai constructed buildings on the said Plot of land complex known as "Lodha Parkside".

- g) Further it is observed that,, by Registered Indenture of Mortgage dated.31.10.2012, executed between Jawala Real Estate Private Limited, as the "Mortgagor/Borrower" of the One Part, and IL & FS Trust Company Limited as 'Security Trustee" of the Other Part (on behalf of Banking Consortium referred therein as Term Lenders 1) Union Bank of India, 2) Panjab & Sind Bank, 3) Bank of Maharashtra 4) Oriental Bank of Commerce, 5) Corporation Bank, 6) Central Bank of India, 7) State Bank of Mysore 8) State Bank of Bikaner and Jaipur, 9) State Bank of Patiala), the document duly registered under serial no.BBE-5-258-2012, dated 02.11.2012, by Sub-Registrar Office of Mumbai, whereby the Jawala Real Estate Private Limited have inter-alia mortgaged said Property in favour of Security Trustee.
- h) Further it is observed that, by an Another Registered Mortgage Deed dated.01.11.2012, executed between Jawala Real Estate Private Limited, as the "Mortgagor" of the One Part, Proficient Buildwell Private Limited, as the "Company" of the Second Part, and IL & FS Trust Company Limited as 'Security Trustee" of the Third Part, the document duly registered under serial no. BBE-5-259-2012, dated 02.11.2012, by Sub-Registrar Office of Mumbai, whereby the Jawala Real Estate Private Limited have inter-alia mortgaged said Property in favour of Security Trustee.
- i) Further it is observed that, by an Registered Agreement to sell dated 18/11/2014 executed between Jawala Real Estate Private Limited as the "Company" of the First Part and Mr. Arun C. Shah, Mr. Amit A. Shah & Mrs. Meena Shah as the "Purchasers" of the Other Part, document duly stamped for Rs.24,57,000/- and registered under the Sr. No. BBE-4-5115-2014, dated 31/12/2014 By Sub Registrar-Mumbai City-4, the said Company sold right, title, interest, share and benefit respect of Unit No.B-4502, on the 45th Floor, to the said purchaser as per the terms and conditions mentioned therein.



- j) Further it is observed that, an Registered Release Deed dated 08.07.2015 was executed between IL & FS Trust Company Limited as 'Security Trustee' in favour of Jawala Real Estate Private Limited, as the "Mortgagor", the document duly registered under serial no.BBE-2-6663-2015, dated.08.07.2015, by Sub-Registrar Office of Mumbai.
- k) Further it is observed that, an Registered Release Deed dated 16.07.2015 was executed between IL & FS Trust Company Limited as 'Security Trustee' in favour of Jawala Real Estate Private Limited, as the "Mortgagor", the document duly registered under serial no. BBE-3-3744-2015, dated.16.07.2015, by Sub-Registrar Office of Mumbai.
- l) Further it is observed that, by Deed of Mortgage dated 27.07.2015, executed between Jawala Real Estate Private Limited, as the "Borrower/Mortgagor" of the One Part and IDBI Trusteeship Services Limited as the "Security Trustee" of the Other Part, the document duly registered under serial no. BBE-3-3923-2015, dated.27.07.2015, by Sub-Registrar Office of Mumbai.
- m) Further it is observed that, by Deed of Mortgage dated 27.07.2015, executed between Jawala Real Estate Private Limited, as the "Borrower/Mortgagor" of the One Part and IDBI Trusteeship Services Limited as the "Security Trustee" of the Other Part, the document duly registered under serial no. BBE-3-3922-2015, dated.27.07.2015, by Sub-Registrar Office of Mumbai.
- n) Further it is observed that, by a Registered Supplemental Indenture of Mortgage Deed dated 25/09/2020 executed between Ankit Gems Private Limited, through its partners, Mr. Ankit Arunbhai Shah, Mr. Arunbhai Chimanlal Shah Mr. Amit Arunbhai Shah, Mikki Ankit Shah, Mr. Shreyans Arvindkumar Shah & Nirupaben Arvindkumar Shah as the "Mortgagors" of the One Part and Indusind Bank BKC for itself and on behalf of:- Bank of India, Kotak Mahindra Bank Limited, Saraswat Co-operative Bank Ltd., Canara Bank, State Bank of India, Yes Bank Ltd., Allahabad Bank as the "Mortgagees" of the Other Part, document duly stamped for Rs.10,00,500/- and registered under the Sr. No.BDR-4-1649-2020, dated 25/09/2020 By sub registrar-Andheri-2.
- o) We are of the opinion that, **MR. ARUN C. SHAH, MR. AMIT A. SHAH & MRS. MEENA SHAH**, have quiet, vacant and peaceful possession of the captioned Unit and having valid and marketable title to the said Unit, **Subject to Charge of IndusInd Bank Consortium.**



SEARCH REPORT

17/08/2023

Sub: Investigation of the Title in respect of **Unit No.B-4502**, on the 45th Floor, admeasuring 1511 sq. ft., 4BHK Luxe-2 carpet area, in the project known as "Trump Towers" & Car parking Spaces 3(three), Constructed on all that piece and parcel of land bearing Cadastral Survey No.464, Lower Parel Division admeasuring 65,724.12 sq. meters or thereabouts, lying and being situated at Senapati Bapat Marg Lower Parel Mumbai-400013 in the District and Sub-District of Mumbai City and Mumbai Suburban.

A/C- MR. ARUN C. SHAH, MR. AMIT A. SHAH & MRS. MEENA SHAH.

IndusInd Bank Ltd. Prabhadevi (W) Br., LSR No.133/23

Dear Sir,

As per your instruction, I have taken search of the above-mentioned property in the Sub-Registrar office Mumbai City-4 from the year of 1994 to 2023.

SUB - REGISTRAR OFFICE AT MUMBAI CITY-4 FOR 30 YEARS.

<u>YEAR</u>	<u>LIEN / CHARGE</u>
1994	Nil
1995	Nil
1996	Nil
1997	Nil
1998	Nil
1999	Nil
2000	Nil
2001	Nil
2002	Nil
2003	Nil
2004	Nil
2005	Registered Indenture of Conveyance dated.10.10.2005 executed between National Textile Corporation (South Maharashtra), as the "Vendor" of the One Part and Jawala Real Estate Private Limited, as the "Purchaser" of the Other Part, the document duly registered under serial no. BBE-2-9009-2005, dated.11.10.2005, by Sub-Registrar Office of Mumbai City -2.
2006	Nil
2007	Nil
2008	Nil
2009	Nil
2010	Nil
2011	Nil



2012 Registered Indenture of Mortgage dated.31.10.2012, executed between Jawala Real Estate Private Limited, as the "Mortgagor/Borrower" of the One Part, and IL & FS Trust Company Limited as 'Security Trustee" of the Other Part (on behalf of Banking Consortium referred therein as Term Lenders 1) Union Bank of India, 2) Panjab & Sind Bank, 3) Bank of Maharashtra 4) Oriental Bank of Commerce, 5) Corporation Bank, 6) Central Bank of India, 7) State Bank of Mysore 8) State Bank of Bikaner and Jaipur, 9) State Bank of Patiala), the document duly registered under serial no. BBE-5-258-2012, dated02.11.2012, by Sub-Registrar Office of Mumbai.

Registered Mortgage Deed dated.01.11.2012, executed between Jawala Real Estate Private Limited, as the "Mortgagor" of the One Part, Proficient Buildwell Private Limited, as the "Company" of the Second Part, and IL & FS Trust Company Limited as 'Security Trustee" of the Third Part, the document duly registered under serial no. BBE-5-259-2012, dated02.11.2012, by Sub-Registrar Office of Mumbai.

2013 Registered Special Power of Attorney dated 18/03/2013 executed by Jawala Real Estate Private Limited through its Director Mr. Surendra Kantilal Shah in favour of Mr. Surendran Nair document duly stamped for Rs.500/- and registered under Sr. No. BBE-4-1198-2013 dated 18/03/2013 at office of sub-Registrar, Mumbai City-4.

Registered Special Power of Attorney dated 18/03/2013 executed by Mr. Surendran Nair in favour of Mr. Pandhri Kebarkar, Mr. Rahul Wandekar, Mr. Ramesh Rawal, Mr. Pramod Kamble, Mr. Anil Palande document duly stamped for Rs.500/- and registered under Sr. No. BBE-4-1199-2013 dated 18/03/2013 at office of sub-Registrar, Mumbai City-4.

2014 Registered Agreement to sell dated 18/11/2014 executed between Jawala Real Estate Private Limited as the "Company" of the First Part and Mr. Arun C. Shah, Mr. Amit A. Shah & Mrs. Meena Shah as the "Purchasers" of the Other Part, document duly stamped for Rs.24,57,000/- and



registered under the Sr. No. BBE-4-5115-2014, dated 31/12/2014 By Sub Registrar-Mumbai City-4.

2015

Registered Release Deed dated.08.07.2015 executed between IL & FS Trust Company Limited as 'Security Trustee' in favour of Jawala Real Estate Private Limited, as the "Mortgagor", the document duly registered under serial no. BBE-2-6663-2015, dated.08.07.2015, by Sub-Registrar Office of Mumbai.

Registered Release Deed dated.16.07.2015 executed between IL & FS Trust Company Limited as 'Security Trustee' in favour of Jawala Real Estate Private Limited, as the "Mortgagor", the document duly registered under serial no. BBE-3-3744-2015, dated.16.07.2015, by Sub-Registrar Office of Mumbai.

Registered Deed of Mortgage dated.27.07.2015, executed between Jawala Real Estate Private Limited, as the "Borrower/Mortgagor" of the One Part and IDBI Trusteeship Services Limited as the "Security Trustee" of the Other Part, the document duly registered under serial no. BBE-3-3923-2015, dated.27.07.2015, by Sub-Registrar Office of Mumbai.

Registered Deed of Mortgage dated.27.07.2015, executed between Jawala Real Estate Private Limited, as the "Borrower/Mortgagor" of the One Part and IDBI Trusteeship Services Limited as the "Security Trustee" of the Other Part, the document duly registered under serial no. BBE-3-3922-2015, dated.27.07.2015, by Sub-Registrar Office of Mumbai.

2016
2017
2018
2019
2020

Nil

Nil

Nil

Nil

Nil

Registered Supplemental Indenture of Mortgage Deed dated 25/09/2020 executed between Ankit Gems Private Limited, through its partners, Mr. Ankit Arunbhai Shah, Mr. Arunbhai Chimanlal Shah Mr. Amit Arunbhai Shah, Mikki Ankit Shah, Mr. Shreyans Arvindkumar Shah & Nirupaben Arvindkumar Shah as the "Mortgagors" of the One Part and Indusind Bank BKC for itself and on behalf of:- Bank of India, Kotak Mahindra Bank Limited, Saraswat Co-operative Bank Ltd., Canara Bank, State Bank of India, Yes Bank Ltd., Allahabad Bank as the





LSR-133/23

CHALLAN
MTR Form Number-6

GRN	MH006739192202324P	BARCODE			Date	17/08/2023-15:09:30	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Search Fee Other Items			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)				
Office Name	BOM4_JT SUB REGISTRAR MUMBAI 4			Full Name	S R PADIYAR			
Location	MUMBAI			Flat/Block No.				
Year	2023-2024 One Time			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street	Cadastral Survey No.464			
0030072201 SEARCH FEE		750.00		Area/Locality	Village-Lower Parel			
				Town/City/District				
				PIN				
				Remarks (If Any)	From 1994 to 2023			
				Amount In	Seven Hundred Fifty Rupees Only			
Total			750.00	Words				
Payment Details		SBIEPAY PAYMENT GATEWAY		FOR USE IN RECEIVING BANK				
Cheque-DD Details		Bank CIN	Ref. No.	10000502023081705060	5396490196136			
Cheque/DD No.		Bank Date	RBI Date	17/08/2023-15:10:09	Not Verified with RBI			
Name of Bank		Bank-Branch	SBIEPAY PAYMENT GATEWAY					
Name of Branch		Scroll No. , Date	Not Verified with Scroll					

Department ID :

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

Mobile No. : 9323802133

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

“Mortgagees” of the Other Part, document duly stamped for Rs.10,00,500/-and registered under the Sr. No.BDR-4-1649-2020, dated 25/09/2020 By sub registrar-Andheri-2.

2021	Nil
2022	Nil
2023	Nil

The Government Fee is paid vide Receipt No.MH006739192202324P Dated 17.08.2023.

Truly yours



