

SUBHASH CHANDRA PAL

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Notary-Government of India

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REF NO. SC/CBI/FEBRUARY/44/2025

DATE: 25/02/2025

To,
The Asst/General/SR/Chief/Manager
Central Bank of India
BRANCH – DADAR (WEST)
Mumbai

Respected Sir,

**SUB: LEGAL SCRUTINY REPORT IN RESPECT OF PROPERTY OF INTENDED
MORTGAGORS:**

- MRS. BHAVI LAXMAN PEDNEKAR**
- MR. LAXMAN CHANDRAKANT PEDNEKAR**

FLAT NO. 601, on the 6th Floor, “B - Wing”, admeasuring about 500 Sq. Ft. (Rera Carpet Area), in the Building Known as “ARYAVRAT” Situated at Palan Sojpal B Compound, S. K. Bole Marg, Dadar (West), Mumbai – 400028., lying, being & situate at Final Plot No. 240 (Part) of TPS IV, Cadastral Survey No. 143 of Mahim Division, in the registration District & Sub-District of Mumbai City and within the limit of “G/North - Ward” of Municipal Corporation of Greater Mumbai (MCGM).

With reference to your instruction, I Submit my Legal Scrutiny Report as Hereunder: -

1. NAMES AND ADDRESS OF THE PRESENT TITLE HOLDER:

- MRS. BHAVI LAXMAN PEDNEKAR**
- MR. LAXMAN CHANDRAKANT PEDNEKAR**

Residing at 402, Avarsekar Residency CHS Ltd., Ganesh Peth Lane, Dadar (West),
Mumbai – 400028

2. NAMES AND ADDRESS OF THE INTENDED MORTGAGOR:

1. MRS. BHAVI LAXMAN PEDNEKAR

2. MR. LAXMAN CHANDRAKANT PEDNEKAR

Residing at 402, Avarsekar Residency CHS Ltd., Ganesh Peth Lane, Dadar (West), Mumbai – 400028

3. DETAILS/DESCRIPTION OF THE PROPERTY TO BE MORTGAGED:

Sr. No.	Survey No. Khata No., House No., Site No.	Extent/Areas of Land/ Building	Location Sub-District /District/Village /Municipality etc.	Boundary
1.	FLAT NO. 601 , on the 6 th Floor, “B - Wing”, admeasuring about 500 Sq. Ft. (Rera Carpet Area), in the Building Known as “ ARYAVRAT ” Situated at Palan Sojpal B Compound, S. K. Bole Marg, Dadar (West), Mumbai – 400028., lying, being & situate at Final Plot No. 240 (Part) of TPS IV, Cadastral Survey No. 143 of Mahim Division, in the registration District & Sub-District of Mumbai City and within the limit of “G/North - Ward” of Municipal Corporation of Greater Mumbai (MCGM).	admeasuring about 500 Sq. Ft. (Rera Carpet Area)	Palan Sojpal B Compound, S. K. Bole Marg, Dadar (West), Mumbai – 400028., lying, being & situate at Final Plot No. 240 (Part) of TPS IV, Cadastral Survey No. 143 of Mahim Division, in the registration District & Sub-District of Mumbai City and within the limit of “G/North - Ward” of Municipal Corporation of Greater Mumbai (MCGM).	N.A.

4. DETAILS/DESCRIPTION OF THE DOCUMENTS SCRUTINIZED:

Sr. No.	Date of Document	Name of Document	Whether Original/Copy
1.	14/02/2025	Agreement for Sale dated 14/02/2025 executed between MRS. VRINDA NARAYAN TULPULE (VENDOR) AND 1. MRS. BHAVI LAXMAN PEDNEKAR, 2. MR. LAXMAN CHANDRAKANT PEDNEKAR (PURCHASERS) and the said agreement is duly Stamped & registered in the office of Joint Sub-registrar Mumbai City 2, Under Serial No. BBE-2/4326/2025 dated 14/02/2025,	Original

		<p>Vide Registration Receipts No. 4691 dated 14/02/2025 (Consideration Amount of Rs. 1,88,35,000/-)</p> <p>Stamp Duty Payment Challan MTR Challan Form No. 6 bearing GRN No. MH016138647202425E dated 14/02/2025) (Defaced Rs. 11,60,500/- dated 14/02/2025)</p> <p>Index II issued against Agreement for Sale dated 14/02/2025 Registration Receipts No. 4691 dated 14/02/2025</p>	
2.	22/03/2018	<p>Agreement for Permanent Alternate Accommodation dated 22/03/2018 executed between 1. MR. SURESHCHANDRA ALIAS MR. KISHOR RATANSHI SHAH, 2. MR. AMIT SURESHCHANDRA ALIAS MR. KISHOR SHAH, 3. MR. KIRIT ALIAS MR. NARENDRA RATANSHI SHAH, 4. MR. NAINESH KIRIT ALIAS MR. NARENDRA SHAH, 4. MR. KUNAL KIRIT ALIAS MR. NARENDRA SHAH, 5. MRS. AVANTI DAVID SHAH, 6. MRS. BIJAL JITEN SHAH, 8. MRS. BHAVI DHIREN CHHEDA (OWNERS) AND M/S. CHINTAMANI LAND & HOUSING LLP (DEVELOPER) AND MRS. VRINDA NARAYAN TULPULE (TENANT) and the said agreement is duly Stamped & registered in the office of Joint Sub-registrar Mumbai City 3, Under Serial No. BBE-3/2507/2018 dated 22/03/2018, Vide Registration Receipts No. 2840 dated 22/03/2018 (Consideration Amount of Rs. 35,00,000/-)</p> <p>Stamp Duty Payment Challan MTR Challan Form No. 6 bearing GRN No. MH012197336201718M dated 22/03/2018) (Defaced Rs. 2,07,000/- dated 22/03/2018)</p> <p>Index II issued against Agreement for Permanent Alternate Accommodation dated 22/03/2018</p> <p>Registration Receipts No. 2840 dated 22/03/2018</p>	Original
3.	20/12/2024 30/12/2021	<p>Occupation Cum Building Completion Certificate (OC) bearing No. CHE/CTY/1110/G/N/337(NEW)/OCC/1/New dated 20/12/2024 issued by Brihanmumbai Municipal Corporation (BMC)</p> <p>Commencement Certificate (CC) bearing No. CHE/CTY/1110/G/N/337(NEW)/FCC/1/New dated</p>	Copy

	08/09/2021	30/12/2021 issued by Municipal Corporation of Greater Mumbai (MCGM)	
	24/02/2016	Maharera Registration Certificate bearing No. P51900024338 dated 08/09/2021 in the said Project Title Certificate dated 24/02/2016 issued by M/s. SRM Law Associates (Advocates & Solicitors)	
	26/06/2015	Intimation of Disapproval (IOD) bearing No. CHE/CTY/1110/G/N/337(NEW) dated 26/06/2015 issued by Municipal Corporation of Greater Mumbai (MCGM)	
		Property Card	
		Typical Floor Plan	

5. BRIEF HISTORY OF THE PROPERTY AND HOW THE PRESENT TITLE HOLDER/OWNER HAS DERIVED THE TITLE. GIVE THE DERIVATION/HISTORY OF TILE IN CHRONOLOGICAL ORDER SEARCH AND INVESTIGATION:

1. It is observed from the document submitted before me that whereas by 1. Mr. Sureshchandra Alias Mr. Kishor Ratanshi Shah, 2. Mr. Amit Sureshchandra Alias Mr. Kishor Shah, 3. Mr. Kirit Alias Mr. Narendra Ratanshi Shah, 4. Mr. Nainesh Kirit Alias Mr. Narendra Shah, 4. Mr. Kunal Kirit Alias Mr. Narendra Shah, 5. Mrs. Avanti David Shah, 6. Mrs. Bijal Jiten Shah, 8. Mrs. Bhavi Dhiren Chheda (Owners) are seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land hereditaments and premises situate lying and being at S. K. Bole Marg, Dadar (West), Mumbai - 400028, being final Plot No. 240 (Part) of TPS IV Mahim Division admeasuring 3,762 Sq. Yrds. equivalent to 3145.5 Sq. Mtrs. or thereabout together with building standing thereon and known as "Palan Sojpal Building" "B" with ground and three upper floors ("the said Property").
2. And whereas a building known as Palan Sojpal Building "B" comprising of ground plus 3 upper floors is standing on the said Property, which is occupied by 134 monthly tenants/ occupants
3. And whereas the said Property is subject to payment of repair, cess and the Building was constructed prior to 1940 and is 'A category building. The said Property has been in a dilapidated condition requiring heavy repairs and could be redeveloped under the provisions of Regulation 33 (7) of the Development Control Regulations for Greater Mumbai, 1991 ("DCR") taking incentive benefit available in respect thereof.
4. And whereas by and under Agreement for Development dated 01/08/2012 ("the said Development Agreement") and registered before the office of the Sub-registrar of Assurances Mumbai City 2 under Serial no. BBE-2/5770 of 2012 executed between the Owners herein (Owners) and the said M/s. Kumar Housing and Land Development, a partnership firm (Developers), the Owners have thereby agreed to allow the Developers to redevelop the said Property on the terms and conditions

and for the consideration as more particularly set out therein.

5. And whereas simultaneously with the execution of the said Development Agreement, by and under a Power of Attorney dated 01/08/2012 ("said Power of Attorney") executed by the Owners and registered before the office of the Sub-registrar of Assurances Mumbai City 2 under Serial no. BBE-2/5771 of 2012, the Owners therein have irrevocably nominated constituted and appointed the said M/s. Kumar Housing and Land Development, a partnership firm, through its partners to do various acts, deeds and matters in respect of the said Property, in the manner as more particularly set out therein.
6. And whereas Pursuant to the aforesaid, the said M/s. Kumar Housing and Land Development, partnership firm has become the developers and seized and possessed of or otherwise well and sufficiently entitled to develop the said Property as per the terms and conditions set out in the said Development Agreement.
7. And whereas Pursuant thereto, M/s. Kumar Housing and Land Development, who were earlier a partnership firm registered under the Partnership Act, have on 02/04/2013 got converted into a Limited Liability Partnership, registered under the provisions of Limited Liability Partnership Act, 2008 being M/s. Kumar Housing & Land Development, LLP ("said LLP") (being the Developers herein), with introduction of an additional partner being KUL Developers Pvt. Ltd. In view thereof, the said LLP are now the developers and are seized and possessed of or otherwise well and sufficiently entitled to develop the said Property as per the terms and conditions set out in the said Development Agreement. Pursuant thereto, the name of the said LLP has changed to M/s. Chintamani Land and Housing Development LLP. A copy of certificate of Title issued by M/s. SRM Law Associates Advocates & Solicitors of the Developer.
8. And whereas the Tenant/s has represented and declared that he/she/they is/are a lawful and bona fide tenant in respect of Room/Shop No. 122 admeasuring 250 Sq. Ft. carpet area ("the Premises") situated on the Third floor of the said Building, situated on the said Property. The monthly outgoings payable and being paid by the Tenant's in respect of the Premises is Rs. 98/- (Rupees Ninety Eight Only).
9. And whereas the Tenant/s has further represented and declared to the Developer that he/she/they has/have absolute right and authority to enter into this Agreement.
10. And whereas the said Developer, on the terms and conditions mentioned therein for the development of the said Land shall construct two buildings on the said Property, to sell the flats, apartments, units, shops, offices, commercial premises, parking spaces, garages, basements, podium and stilt areas, terraces and to enter into agreement/s with the purchasers and to receive the sale price in respect thereof and do such other matters, things, actions, deeds as may be required by be required.
11. And whereas the Developer intends to redevelop the said Property as provided in the Development Control Rules for Greater Mumbai, 1991 ("DCR") read with the provisions of and the Maharashtra

Regional Town Planning Act, 1966 and the Mumbai Municipal Corporation Act, 1888, by demolishing the existing said building/s, and reconstructing in its place two new buildings that may comprise of several wings, towers, etc containing inter alia flats, apartments, units, shops, offices, commercial premises, parking spaces, garages, basements, podium and stilt areas, terraces as permitted by applicable law, by utilizing full development potential of the said Land ("the said New Building/s") by consuming, utilizing the fullest and maximum FSI/TDR, future, fungible, prorata FSI/TDR in respect of the said Property. One of the said New Buildings will comprise inter alia of the permanent alternate premises for the tenants and other flats, apartments, units, shops, offices, commercial premises, parking spaces, garages, basements, podium and stilt areas, terraces as permitted by applicable law. The Developer agrees that during such period of development, the rights of the tenants, including the Tenant/s, shall not be prejudiced. The Developer has already obtained the IOD No. CHE/CTY/1110/G/N/337(NEW) dated 26/06/2015 from the Corporation and upon receipt of the possession of the said Premises from the Tenant/s agrees to demolish the said Premises and to undertake the development and construction of a New Building on the said Property as may be permitted by applicable law.

12. And whereas by Maharera Registration Certificate bearing No. P51900024338 dated 08/09/2021 in the said Project
13. And whereas the proposal of the redevelopment of the said Property was discussed and negotiated with the tenants of the premises in the existing building/s, including the Tenant/s. The Tenant/s is aware about the redevelopment in detail and has hereby given his/her/their irrevocable consent and further agrees and undertakes to give full co-operation to the Developer by actively participating in the scheme of the redevelopment. The Tenant/s undertake/s to provide to the Developer certified copies of all documents and papers such as the title documents, electricity bill, telephone bill, and other documents as may be required by the Developer.
14. And whereas the Tenant/s has declared that he/she/they has/have been using the said Premises for Residential use. The Developer and the Tenant/s have mutually arrived at terms whereby the Developer has agreed to allot to the Tenant/s premises No.601 admeasuring 500 Sq. Ft. carpet area, on 6th floor of the New Building on ownership basis, of which an area of 400 Sq. Ft. carpet shall be allotted to the Tenant, free of cost ("the free area") and an additional area of 100 Sq. Ft. carpet shall be allotted to the Tenant for a consideration of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only), hereinafter referred to as "the additional area", proposed to be constructed upon the said Property pursuant to redevelopment thereof, in lieu of the Tenant's having agreed to surrender and hand over quiet, vacant and peaceful possession of the Premises.
15. And whereas the Developer has applied and obtained for the construction of the New Building, approvals/sanctioned plans vide the IOD No. CHE/CTY/1110/G/N/337(NEW) dated 26/06/2015 and will obtain commencement certificate from the Municipal Corporation of Greater Mumbai ("MCGM). The plans for the new building to be erected by the Developer include the premises to

be allotted to the Tenant's with carpet area inclusive of fungible floor space index as per the DCR that is available to be utilised for construction of the permanent alternate accommodation agreed to be provided to the Tenant/s.

16. And whereas the Owner/Developer has agreed to allot such new premises to the Tenant's in the proposed new building, subject to the following:
 - a. The Tenant/s shall indemnify the Developer from any claim arising related to the Premises
 - b. The Tenant/s shall/has hand over the vacant, physical and peaceful possession of the Premises used and occupied by him/her/they for the purpose of development subject to the terms mentioned hereunder.
17. And whereas the Parties have agreed to record the terms and conditions as hereinafter stated.
18. And whereas by Agreement for Permanent Alternate Accommodation dated 22/03/2018 executed between **1. MR. SURESHCHANDRA ALIAS MR. KISHOR RATANSHI SHAH, 2. MR. AMIT SURESHCHANDRA ALIAS MR. KISHOR SHAH, 3. MR. KIRIT ALIAS MR. NARENDRA RATANSHI SHAH, 4. MR. NAINESH KIRIT ALIAS MR. NARENDRA SHAH, 4. MR. KUNAL KIRIT ALIAS MR. NARENDRA SHAH, 5. MRS. AVANTI DAVID SHAH, 6. MRS. BIJAL JITEN SHAH, 8. MRS. BHAVI DHIREN CHHEDA (OWNERS) AND M/S. CHINTAMANI LAND & HOUSING LLP (DEVELOPER) AND MRS. VRINDA NARAYAN TULPULE (TENANT)** and the said agreement is duly Stamped & registered in the office of Joint Sub-registrar Mumbai City 3, Under Serial No. BBE-3/2507/2018 dated 22/03/2018, Vide Registration Receipts No. 2840 dated 22/03/2018 (Consideration Amount of Rs. 35,00,000/-) and the Said Promoter/Developer/Builder have/has agreed to transfer and sell the said **FLAT NO. 601**, on the 6th Floor, "B - Wing", admeasuring about 500 Sq. Ft. (Rera Carpet Area), in the Building Known as "**ARYAVRAT**" Situated at Palan Sojpal B Compound, S. K. Bole Marg, Dadar (West), Mumbai – 400028., lying, being & situate at Final Plot No. 240 (Part) of TPS IV, Cadastral Survey No. 143 of Mahim Division, in the registration District & Sub-District of Mumbai City and within the limit of "G/North - Ward" of Municipal Corporation of Greater Mumbai (MCGM) to the Purchasers for consideration and upon the terms, conditions, mentioned therein.
19. And whereas Occupation Cum Building Completion Certificate (OC) bearing No. CHE/CTY/1110/G/N/337(NEW)/OCC/1/New dated 20/12/2024 issued by Brihanmumbai Municipal Corporation (BMC).
20. And whereas by Agreement for Sale dated 14/02/2025 executed between **MRS. VRINDA NARAYAN TULPULE (VENDOR) AND 1. MRS. BHAVI LAXMAN PEDNEKAR, 2. MR. LAXMAN CHANDRAKANT PEDNEKAR (PURCHASERS)** and the said agreement is duly Stamped & registered in the office of Joint Sub-registrar Mumbai City 2, Under Serial No. BBE-2/4326/2025 dated 14/02/2025, Vide Registration Receipts No. 4691 dated 14/02/2025 (Consideration Amount of Rs. 1,88,35,000/-) and the Said Vendor have/has agreed to transfer and

sell the said **FLAT NO. 601**, on the 6th Floor, “B - Wing”, admeasuring about 500 Sq. Ft. (Rera Carpet Area), in the Building Known as “**ARYAVRAT**” Situated at Palan Sojpal B Compound, S. K. Bole Marg, Dadar (West), Mumbai – 400028., lying, being & situate at Final Plot No. 240 (Part) of TPS IV, Cadastral Survey No. 143 of Mahim Division, in the registration District & Sub-District of Mumbai City and within the limit of “G/North - Ward” of Municipal Corporation of Greater Mumbai (MCGM) to the Purchasers for consideration and upon the terms, conditions, mentioned therein.

21. Hence, I am of the opinion that subject to payment of full and final consideration **1. MRS. BHAVI LAXMAN PEDNEKAR AND 2. MR. LAXMAN CHANDRAKANT PEDNEKAR** will have/has clear and marketable right, title over the Flat subject to payment of consideration as mention in agreement.

6.	Name of the persons who is/are the present owners of the property.	1. MRS. BHAVI LAXMAN PEDNEKAR 2. MR. LAXMAN CHANDRAKANT PEDNEKAR
7.	Whether the property is ancestral/or under joint ownership or the minor is having interest in the property? If the property is in joint names, whether the share of all the co-owners is identified? If so, its effect thereof	Joint Purchases
8.	Whether the party has absolute, clear and marketable title over the property proposed to be mortgaged and can create to valid mortgage on the property.	Yes
9.	If the intended Mortgagors is not owners at present, how the title shall be transferred in favour of intended mortgagors	Not Applicable
10.	Whether the permission from any Authority is necessary before creation of mortgage by the intended mortgagors?	No
11.	Whether the Bank will be able to enforce SARFAESI ACT , if required against the property offered as security?	Yes
12.	a. What is the nature of the title of the owners i.e., tenancy right, full ownership, occupancy right, possessory right, minor’s right or any other type of right? Clarify. b. Leasehold immovable property. (Whether the land/building(s) is/are leasehold. Please verify the terms of the lese(s) the name and address(es) of the lessor(s) and whether any permission/NOC from the lessor(s)/company authority is required for transfer (such as mortgage, sale, etc.) of the property).	Joint Ownership

13.	Whether there is any restriction/prohibition under personal laws of the owners/mortgagors to hold the property under the title deeds through which he has derived the title.	No
14.	Whether the latest title deed and the immediately previous title deeds (all) are available in originals.	Yes
14.1	If all the title deeds are not available in Original, reasons thereof, in writing?	Not Applicable
14.2	In case the original title deeds are not available, the details thereof and the impact on creation of Equitable Mortgage.	Not Applicable
14.3	a. Whether any Power of Attorney (POA) is involved in the chain of title?	N. A.
	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.	N. A.
	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 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).	N. A.
	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.	N. A.
	e. In case of Common POA (i.e., POA other than Builder's POA), please clarify the following clauses in respect of POA. 1. The title investigation is done on the basis of original POA? 2. Whether the POA is a registered one? 3. Whether the POA is a special or general one? 4. Whether the original POA is verified and Whether the POA contains a specific authority for execution of title document in question?	N. A.
	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?)	N. A.
	g. Please comment on the genuineness of POA?	N. A.
	h. The unequivocal opinion on the enforceability and validity of the POA.	N. A.

15.	Whether the photographs of parties as affixed in conveyance deed/title deed tally with the photograph seen in the certified copy as obtained from the registrar's office?	Yes
16.	Whether the building tax/land revenue has been paid, up to date.	Branch Shall obtain latest Paid Maintenance Bills and receipts for Payment updated Taxes
17.	Whether any dues recoverable as land revenue are outstanding.	No. as per the record Available
18.	Whether the land has been converted under the Land Revenue laws? If not required to be converted, give reasons.	The Brihanmumbai Municipal Corporation (BMC) has granted the Occupation Cum Building Completion Certificate (OC) in respect of the said Building.
19.	Whether the land is affected by any revenue and tenancy legislations? If so, how and to what extent and the remedy, if any.	No
20.	Whether the permission under the Urban Land (ceiling & regulation) Act, 1976 is necessary or not?	N. A.
21.	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
22.	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
23.	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	No
24.	<p>a. is/are the property free from encumbrances, if no, give details of encumbrances</p> <p>b. Please give detailed account of creation of charge/mortgage or redemptions for a minimum period of 30 years and also state the subsisting charge/mortgage if any, mentioned in the encumbrance certificate for the last 30 years in case of Priority sector advances and for the last 30 years in all other cases.</p> <p>c. 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 and wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p>	<p>Yes</p> <p>Search for 30 Years is Conducted and attached hereunder</p> <p>N. A.</p>

25.	1. Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	2. If so, whether such litigation would adversely affect the creation of a Valid mortgage or have any implication of its future enforcement?	N.A.
	3. Whether the title documents have any court seal/markings which points out any litigation/attachment/security to court in respect of the property in question? In such case, please comment on such seal/markings?	No
26.	a. In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	N. A.
	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.
27.	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.	N. 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.	No.
	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)?	N. A.
	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)?	No.
28.	Whether the proposed equitable mortgage by deposit of title deeds is possible? If so, what are the documents to be deposited? If deposit is not possible, can there be a simple mortgage or by a Registered mortgage or by any other mode of mortgage?	Yes by deposit of title deeds more Specifically mentioned hereunder
29.	Whether the property is/are freehold or leasehold or self occupied or tenanted? If lease-hold/tenanted, what is the remaining term of Lease/tenancy? Whether the property can be taken as mortgage and what precautions to be taken?	Ownership

	In case of leasehold property, whether permission/NOC from the lessor is required for creation of mortgage?	N. A.
	If yes, whether permission/NOC of the lessor is obtained?	N. A.
30.	If owners are a company, Partnership firm, Trust, Temple, Wakf or other legal persons, how the title is affected by its Memorandum and Articles of Association, Partnership deed, Trust deed or rules or bye laws and what are the precautions to be taken under rules or bye-laws and also how the right to create mortgage is affected by Hindu Religious and Endowments Laws and/or Wakf Deed or Wakf Act, as the case may be.	All flat owners in the building are entitled common area of the building by virtue of Agreement for sale and Share certificate issued to them as and when society formed
31.	If property to be mortgaged is/are flat/apartment in residential or commercial complex, how far independent title is ensured and how the enjoyment of common areas and facilities are ensured to the flat-owner (mortgagors); what are the documents of title available for creating mortgage? Documents/records to be taken from builder/owners and their Bankers.	All flat owners in the building are entitled common area of the building by virtue of Agreement for sale and Share certificate issued to them as and when society formed Terrace Come within the common space/area in the society and all the allottees/flat owners will have a conjoint interest upon the same. It is a free access and all the members of the society can freely use it.
31. (a)	If the property is in the nature of flat/Builder floor, please state whether the said property is governed by State Apartments/Flats Act or not?	No
31. (b)	If the said property is governed by State Apartment Act/Flats Act, please give the name of the Act	Not Applicable
31. (c)	If the said property is governed by State Apartment Act/Flats Act please inform whether the Seller is having absolute roof/terrace rights or is having common share in roof/terrace rights of the said property. Please also inform whether the State Apartment Act/Flats Act allows selling the property with absolute roof/terrace rights. If yes, then under which provision?	Not Applicable
31. (d)	If the said property is not governed by State Apartment Act/Flats Act whether the seller is having absolute roof/terrace rights property or is having common share in roof/terrace rights of the said property?	having Common share in Roof/Terrace rights of the said property
31. (e)	If the said property is not governed by State Apartment Act/Flats Act, whether the seller is having legal right to sell the property with absolute roof/terrace rights.	No

32.	Whether any permission of Income Tax Authorities/Assessing Officer is required under the provisions of Income Tax Act for creation of mortgage or any certificate is to be submitted to the Bank to show that no dues are outstanding to the Income Tax Department?	No
33.	Flats owned/controlled by societies: special requirements to be taken if society refuses to note bank lien/interest.	NOC to create a Mortgage and Charge Noting is to be obtained from the Promoter/Developer/Builders/Society
34.	Please state the names of the persons who should join in the creation of mortgage of the property either by deposit of title deeds or by registered mortgage, etc.	1. MRS. BHAVI LAXMAN PEDNEKAR 2. MR. LAXMAN CHANDRAKANT PEDNEKAR
35.	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, partly from 1996 to 2025 through e-search
	b. If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	Yes
36.	Any additional documents/precautions, required to be taken.	No
37.	Investigation in regard to Agricultural Land:	N. A.
A.	Whether land is surplus. If so, give specific details	N. A.
B.	Whether the land is under self-cultivation.	N. A.
C.	If land is owned in different Khatas or is under joint share, give specific share in each Khata.	N. A.
D.	If consolidation of holdings/acquisition proceedings etc. are in progress in the area, whether the transfer of the land is possible under the state enactments.	N. A.
E.	Whether any prior/hidden charges exist against the land. Non-encumbrance should be for a period of 30 years preceding the date of this non-encumbrance certificate.	N. A.
F.	Whether mutation has been completed in case of existing charges/pending charges.	N. A.
G.	Inspection of land on the spot in regard to the quality of land (such as irrigated/unirrigated/water logged, etc.) in order to enable the bank to determine its value.	N. A.
H.	Whether any Government loan/taccavis/Co-op loan etc. have been raised against the land, and if so, details about the charges/encumbrances may be specified.	N. A.

38.	Whether the Real Estate Project come under Real Estate (Regulation and Development) Act, 2016? Y/N.	Yes
39.	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	P51900024338
40.	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Yes
41.	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.
42.	Please also specify as to what additional documents, if any, are required for creating valid and enforceable mortgage, if the mortgagors are a company/ Partnership Firm/Trust/Society/Association/LLP/HUF/Proprietorship Firm.	N. A.

PERMISSION AND SANCTIONS

1. Occupation Cum Building Completion Certificate (OC) bearing No. CHE/CTY/1110/G/N/337 (NEW)/OCC/1/New dated 20/12/2024 issued by Brihanmumbai Municipal Corporation (BMC)
2. Commencement Certificate (CC) bearing No. CHE/CTY/1110/G/N/337(NEW)/FCC/1/New dated 30/12/2021 issued by Municipal Corporation of Greater Mumbai (MCGM)
3. Intimation of Disapproval (IOD) bearing No. CHE/CTY/1110/G/N/337(NEW) dated 26/06/2015 issued by Municipal Corporation of Greater Mumbai (MCGM)
4. Maharera Registration Certificate bearing No. P51900024338 dated 08/09/2021 in the said Project

CERTIFICATE: WHETHER CONDITIONAL/UNCONDITIONAL –

If Conditional, kindly mention the conditions to be completed before creation of Mortgage:

NOC from Promoter/Developer/Society/Builder with an undertaking to mark the Lien of bank in their record.

CERTIFICATE: I have scrutinized the original title deeds intended to be deposited relating to the property to be offered as security by way of equitable mortgage/registered mortgage etc. and the documents of title referred to above are perfect evidence of title and that if the said documents are deposited and equitable mortgage/registered etc., is created in the manner required by law, it will satisfy the requirements of creation of equitable mortgage/registered mortgage etc. and I further certify that:-

1. There are no prior mortgages/charge of whatsoever as could be seen from the encumbrance certificate for the period from 1996 to 2025 pertaining to the immovable property covered by the above said title deeds.
2. There are prior mortgages/charge to the extent of which are liable to be cleared or satisfied by complying with the following: N.A.
3. There are claims from minor/s and his/their interest in the property is/are to the extent of ___ (specify the share of minors with name). – NIL
4. The undivided share of the minor/s is ____ (specify the share of the minor/s).- NIL
5. The property is/are subject to the payment of Rs. _ NIL__ (specify the liability that is fastened or could be fastened on the property)
6. Provision of Urban Land (Ceiling & Regulation) Act 1976 are not applicable. If applicable, permission is obtained - N. A.
7. Holding/acquisition is in accordance with the provisions of the Land Reform Act.
8. The mortgage if created will be perfect and available to the bank for the liability of the prospective borrowers – **1. MRS. BHAVI LAXMAN PEDNEKAR AND 2. MR. LAXMAN CHANDRAKANT PEDNEKAR.**
9. I have obtained the certified copies of the title deeds and have compared the same with the original title deeds which tallies with each other.
10. I have examined the record of the Registrar's Office and certify the genuineness of the original title deeds.

I shall be liable/responsible, if any loss is caused to the Bank due to negligence on my part in making the search and Bank has the unqualified right to publish my name for including in the caution list being maintained by the **INDIAN BANKS ASSOCIATION OR RESERVE BANK OF INDIA OR ANY OTHER SUCH BODY** for circulation amongst Banks/Financial Institutions

I certify that **1. MRS. BHAVI LAXMAN PEDNEKAR AND 2. MR. LAXMAN CHANDRAKANT PEDNEKAR** have/has a valid, clear and marketable title to the property shown above after completion of the following conditions:

NOC from Promoter/Developer/Society/Builder with an undertaking to mark the Lien of bank in their record.

THE FOLLOWING DOCUMENTS ARE REQUIRED TO BE DEPOSITED FOR CREATION OF EQUITABLE MORTGAGE:

1. Original Agreement for Sale dated 14/02/2025 executed between **MRS. VRINDA NARAYAN TULPULE (VENDOR) AND 1. MRS. BHAVI LAXMAN PEDNEKAR, 2. MR. LAXMAN CHANDRAKANT PEDNEKAR (PURCHASERS)** and the said agreement is duly Stamped & registered in the office of Joint Sub-registrar Mumbai City 2, Under Serial No. BBE-2/4326/2025 dated 14/02/2025, Vide Registration Receipts No. 4691 dated 14/02/2025 (Consideration Amount of Rs. 1,88,35,000/-)
2. Original Stamp Duty Payment Challan MTR Challan Form No. 6 bearing GRN No. MH016138647202425E dated 14/02/2025) (Defaced Rs. 11,60,500/- dated 14/02/2025)
3. Original Index II issued against Agreement for Sale dated 14/02/2025
4. Original Registration Receipts No. 4691 dated 14/02/2025
5. Original Agreement for Permanent Alternate Accommodation dated 22/03/2018 executed between **1. MR. SURESHCHANDRA ALIAS MR. KISHOR RATANSHI SHAH, 2. MR. AMIT SURESHCHANDRA ALIAS MR. KISHOR SHAH, 3. MR. KIRIT ALIAS MR. NARENDRA RATANSHI SHAH, 4. MR. NAINESH KIRIT ALIAS MR. NARENDRA SHAH, 4. MR. KUNAL KIRIT ALIAS MR. NARENDRA SHAH, 5. MRS. AVANTI DAVID SHAH, 6. MRS. BIJAL JITEN SHAH, 8. MRS. BHAVI DHIREN CHHEDA (OWNERS) AND M/S. CHINTAMANI LAND & HOUSING LLP (DEVELOPER) AND MRS. VRINDA NARAYAN TULPULE (TENANT)** and the said agreement is duly Stamped & registered in the office of Joint Sub-registrar Mumbai City 3, Under Serial No. BBE-3/2507/2018 dated 22/03/2018, Vide Registration Receipts No. 2840 dated 22/03/2018 (Consideration Amount of Rs. 35,00,000/-)
6. Original Stamp Duty Payment Challan MTR Challan Form No. 6 bearing GRN No. MH012197336201718M dated 22/03/2018) (Defaced Rs. 2,07,000/- dated 22/03/2018)
7. Original Index II issued against Agreement for Permanent Alternate Accommodation dated 22/03/2018
8. Original Registration Receipts No. 2840 dated 22/03/2018
9. Copy of Property Card
10. Copy of Typical Floor Plan
11. Copy of Occupation Cum Building Completion Certificate (OC) bearing No. CHE/CTY/1110/G/N/337(NEW)/OCC/1/New dated 20/12/2024 issued by Brihanmumbai Municipal Corporation (BMC)
12. Original NOC from Promoter/Developer/Builder/Society and lien marked in their record preferably in prescribed format of the bank.

Date: 25/02/2025

Place: Mumbai

Adv. Subhash Chandra Pal

Seal & Signature of The Advocate

SUBHASH CHANDRA PAL

B. A., LL.B.

Advocate High Court of Bombay
Notary-Government of India

Off. Address: 1403-1404, 14th Floor, Signature Business Park,
Near fine Arts, Postal Colony Road, Chembur, Mumbai -71

Email: adv.scpal@gmail.com
Mob No: 9869484948

REF NO. SC/CBI/FEBRUARY/44/2025

DATE: 25/02/2025

SEARCH REPORT

Ref: Investigation of title Search of the property situated at **FLAT NO. 601**, on the 6th Floor, "B - Wing", admeasuring about 500 Sq. Ft. (Rera Carpet Area), in the Building Known as "ARYAVRAT" Situated at Palan Sojpal B Compound, S. K. Bole Marg, Dadar (West), Mumbai – 400028., lying, being & situate at Final Plot No. 240 (Part) of TPS IV, Cadastral Survey No. 143 of Mahim Division, in the registration District & Sub-District of Mumbai City and within the limit of "G/North - Ward" of Municipal Corporation of Greater Mumbai (MCGM)

Name of the Borrowers – **1. MRS. BHAVI LAXMAN PEDNEKAR**

2. MR. LAXMAN CHANDRAKANT PEDNEKAR

Respected Sir,

As per your instructions, I have taken search in the office of the Joint Sub-registrar of Assurance Mumbai City from 1996 to 2025 for 30 Years on the whole of the search taken by me in the above offices

I have found following documents registered therein during the course of searches

During the course of my searches the following details were found

Joint Sub-registrar Office Mumbai City for 30 Years Search

YEAR	TRANSACTION
1996-2000	NIL
2001-2005	
2006-2011	
2012	Development Agreement dated 01/08/2012 executed between MR. SURESHCHANDRA ALIAS MR. KISHOR RATANSHI SHAH & OTHERS (OWNERS) AND M/S. KUMAR HOUSING AND LAND DEVELOPMENT (DEVELOPER) and the said agreement is duly Stamped & registered in the office of Joint Sub-registrar Mumbai City 3, Under Serial

	No. BBE-2/5770/2012 dated 01/08/2012 (Consideration Amount of Rs. 21,00,00,000/-)
2013-2017	NIL
2018	Agreement for Permanent Alternate Accommodation dated 22/03/2018 executed between 1. MR. SURESHCHANDRA ALIAS MR. KISHOR RATANSHI SHAH, 2. MR. AMIT SURESHCHANDRA ALIAS MR. KISHOR SHAH, 3. MR. KIRIT ALIAS MR. NARENDRA RATANSHI SHAH, 4. MR. NAINESH KIRIT ALIAS MR. NARENDRA SHAH, 4. MR. KUNAL KIRIT ALIAS MR. NARENDRA SHAH, 5. MRS. AVANTI DAVID SHAH, 6. MRS. BIJAL JITEN SHAH, 8. MRS. BHAVI DHIREN CHHEDA (OWNERS) AND M/S. CHINTAMANI LAND & HOUSING LLP (DEVELOPER) AND MRS. VRINDA NARAYAN TULPULE (TENANT) and the said agreement is duly Stamped & registered in the office of Joint Sub-registrar Mumbai City 3, Under Serial No. BBE-3/2507/2018 dated 22/03/2018 (Consideration Amount of Rs. 35,00,000/-)
2019	NIL
2020	NIL
2021	NIL
2022	NIL
2023	NIL
2024	NIL
2025	Agreement for Sale dated 14/02/2025 executed between MRS. VRINDA NARAYAN TULPULE (VENDOR) AND 1. MRS. BHAVI LAXMAN PEDNEKAR, 2. MR. LAXMAN CHANDRAKANT PEDNEKAR (PURCHASERS) and the said agreement is duly Stamped & registered in the office of Joint Sub-registrar Mumbai City 2, Under Serial No. BBE-2/4326/2025 dated 14/02/2025 (Consideration Amount of Rs. 1,88,35,000/-)

Adv. Subhash Chandra Pal

Seal & Signature of The Advocate

Note: The Search Report is on the Basis of only available records in the office of Joint Sub-registrar and available records in online from 1996 to 2025.

Encl: Search Receipt

SUBHASH CHANDRA PAL

B. A., LL.B.

Advocate High Court of Bombay
Notary-Government of India

Off. Address: 1403-1404, 14th Floor, Signature Business Park,
Near fine Arts, Postal Colony Road, Chembur, Mumbai -71

Email: adv.scpal@gmail.com
Mob No: 9869484948

REF NO. SC/CBI/FEBRUARY/44/2025

DATE: 25/02/2025

To,
The Asst/General/SR/Chief/Manager
Central Bank of India
BRANCH – DADAR (WEST)
Mumbai

BILL/INVOICE

REF: FLAT NO. 601, on the 6th Floor, “B - Wing”, admeasuring about 500 Sq. Ft. (Rera Carpet Area), in the Building Known as “**ARYAVRAT**” Situated at Palan Sojpal B Compound, S. K. Bole Marg, Dadar (West), Mumbai – 400028., lying, being & situate at Final Plot No. 240 (Part) of TPS IV, Cadastral Survey No. 143 of Mahim Division, in the registration District & Sub-District of Mumbai City and within the limit of “G/North - Ward” of Municipal Corporation of Greater Mumbai (MCGM).

Account Belonging to **1. MRS. BHAVI LAXMAN PEDNEKAR**

2. MR. LAXMAN CHANDRAKANT PEDNEKAR

SR. NO.	PARTICULARS	AMOUNT (RS.)
1.	Professional fees for issuing Title Certificate in above account, scan copy charges and search charges, search fees.	6,000/-
	Courier Charges & Miscellaneous Expenses	200/-
	Grand Total (Rupees Six Thousand Two Hundred Only)	6,200/-

Place: Mumbai

Dated: 25/02/2025

PAN NO. AKWPP7604D

Adv. Subhash Chandra Pal

Please pay to the below mentioned Bank details:

Seal & Signature of The Advocate

Subhash Chandra Pal, S.B. A/c. No. 1115250091, IFSC Code: CBIN0280623, Central Bank of India, Br.-
Chembur, Mumbai – 400071

N.B.: KINDLY MENTION THE NAME OF CUSTOMER IN RTGS DETAILS.

SUBHASH CHANDRA PAL

B. A., LL.B.

Advocate High Court of Bombay
Notary-Government of India

Off. Address: 1403-1404, 14th Floor, Signature Business Park,
Near fine Arts, Postal Colony Road, Chembur, Mumbai -71

Email: adv.scpal@gmail.com
Mob No: 9869484948

REF NO. SC/CBI/FEBRUARY/44/2025

DATE: 25/02/2025

To,
The Asst/General/SR/Chief/Manager
Central Bank of India
BRANCH – DADAR (WEST)
Mumbai

(OFFICE COPY)

BILL/INVOICE

REF: FLAT NO. 601, on the 6th Floor, “B - Wing”, admeasuring about 500 Sq. Ft. (Rera Carpet Area), in the Building Known as “**ARYAVRAT**” Situated at Palan Sojpal B Compound, S. K. Bole Marg, Dadar (West), Mumbai – 400028., lying, being & situate at Final Plot No. 240 (Part) of TPS IV, Cadastral Survey No. 143 of Mahim Division, in the registration District & Sub-District of Mumbai City and within the limit of “G/North - Ward” of Municipal Corporation of Greater Mumbai (MCGM).

Account Belonging to **1. MRS. BHAVI LAXMAN PEDNEKAR**

2. MR. LAXMAN CHANDRAKANT PEDNEKAR

SR. NO.	PARTICULARS	AMOUNT (RS.)
1.	Professional fees for issuing Title Certificate in above account, scan copy charges and search charges, search fees.	6,000/-
	Courier Charges & Miscellaneous Expenses	200/-
	Grand Total (Rupees Six Thousand Two Hundred Only)	6,200/-

Place: Mumbai

Dated: 25/02/2025

PAN NO. AKWPP7604D

Adv. Subhash Chandra Pal

Please pay to the below mentioned Bank details:

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Subhash Chandra Pal, S.B. A/c. No. 1115250091, IFSC Code: CBIN0280623, Central Bank of India, Br.-
Chembur, Mumbai – 400071

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SUBHASH CHANDRA PAL

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Advocate High Court of Bombay
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Off. Address: 1403-1404, 14th Floor, Signature Business Park,
Near fine Arts, Postal Colony Road, Chembur, Mumbai -71

Email: adv.scpal@gmail.com
Mob No: 9869484948

REF NO. SC/CBI/FEBRUARY/44/CC/2025

DATE: 28/02/2025

To,
The Asst/General/SR/Chief/Manager
Central Bank of India
BRANCH – DADAR (WEST)
Mumbai

GENUINENESS CERTIFICATE

REF: FLAT NO. 601, on the 6th Floor, “B - Wing”, admeasuring about 500 Sq. Ft. (Rera Carpet Area), in the Building Known as “**ARYAVRAT**” Situated at Palan Sojpal B Compound, S. K. Bole Marg, Dadar (West), Mumbai – 400028., lying, being & situate at Final Plot No. 240 (Part) of TPS IV, Cadastral Survey No. 143 of Mahim Division, in the registration District & Sub-District of Mumbai City and within the limit of “G/North - Ward” of Municipal Corporation of Greater Mumbai (MCGM).

Account Belonging to **1. MRS. BHAVI LAXMAN PEDNEKAR**

2. MR. LAXMAN CHANDRAKANT PEDNEKAR

As per your Instruction I have Compared Original Agreement for Sale dated 14/02/2025 executed between **MRS. VRINDA NARAYAN TULPULE (VENDOR) AND 1. MRS. BHAVI LAXMAN PEDNEKAR, 2. MR. LAXMAN CHANDRAKANT PEDNEKAR (PURCHASERS)** and the said agreement is duly Stamped & registered in the office of Joint Sub-registrar Mumbai City 2, Under Serial No. BBE-2/4326/2025 dated 14/02/2025, Vide Registration Receipts No. 4691 dated 14/02/2025 (Consideration Amount of Rs. 1,88,35,000/-), in respect of above referred Property Compared with the Certified Copy from concerned office of the Joint Sub-registrar Mumbai City 2 and prima facie it is observed that the registration particular, number and date and Page Particular as given in the title deed tally with the Particular as stated in the Certified Copy obtained from office of the Joint Sub-registrar Mumbai City 2. I have compared with the Certified Copy thereof from office of the Joint Sub-registrar Mumbai City 2 concerned mentioned above and do not find any Variance, hence original lying with bank is genuine and original and not bogus or fake.

Adv Subhash Chandra Pal

Seal & Signature of the Advocate