

To,
The Manager,
State Bank of India,
Commercial Branch,
Ring Road,
Surat.

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

01	a) Name of the Branch/ Business Unit/Office seeking opinion.	Commercial Branch, Ring Road, Surat.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	No. Nil.
	c) Name of the Borrower	M/s. Shree Krishna Enterprise, a partnership firm, partners namely 1) Vijaykumar S. Jain 2) Jitendra Kumar Daga 3) Rameshbhai M. Domadiya 4) Shankarlal C. Shah 5) Ankit S. Shah 6) Ganpatlal P. Bhandari 7) Hiren R. Domadiya
02	a) Name of the unit/concern/company/person offering the property/ (ies) as security.	M/s. Shree Krishna Enterprise, a partnership firm
	b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	Partnership Firm
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
03	Complete or full description of the immovable property/ (ies) offered as security including the following details.	As Per Annexure-B(1)
	(a) Survey No.	
	(b) Door/House no. (in case of house property)	
	(c) Extent/area including plinth/built up area in case of house property	
04	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	As per Annexure-B(2)
	Particulars of the documents scrutinized-serially and chronologically.	
	(a) 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.	
05	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 enclosed all such certified copies and relevant fee receipts along with TIR)	Yes, Encumbrances Certificate is attached. Receipt No.2016018046399 dated 23/08/2016
06	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
	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?	No



07	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar's Office, Surat.
	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?	No
	c) Whether search has been made at all the offices named at (b) above?	No
	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
08	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. 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)	As per Annexure : B(3)
09	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership rights
10	If leasehold, whether; a) lease Deed is duly stamped and registered b) lessee is permitted to mortgage the Leasehold right, c) duration of the Lease/unexpired period of lease, 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, e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)? f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether, grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property, 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
12	If occupancy right, whether; a) Such right is heritable and transferable, b) Mortgage can be created.	Not Applicable
13	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.	There is no any minor's interest.
14	If the property has been transferred by way of Gift/Settlement Deed, whether; a) The Gift/Settlement Deed is duly stamped and registered; b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable



	c) The Gift/Settlement Deed transfers the property to Donee; 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; e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question; f) Whether the Donee is in possession of the gifted property; 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; h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	
15	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/ complied with (e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
16	Whether the title documents include any testamentary documents/wills? (a) In case of wills, whether the will is registered will or unregistered will? (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? (c) Whether the property is mutated on the basis of will? (d) Whether the original will is available? (e) Whether the original death certificate of the testator is available? (f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (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.)	No
17	(a) Whether the property is subject to any wakf rights? (b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? (c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
18	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc. (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable



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Not Applicable

19	(a) Whether the property belongs to any trust or is subject to the rights of any trust? (b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? (c) If so additional precautions/permissions to be obtained for creation of valid mortgage? (d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
20	(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. (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? (c) In the case of conversion of agriculture land for commercial purpose or otherwise, whether requisite procedure followed/permission obtained.	Not Applicable
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, Coastal Zone Regulations, Environmental Clearance, etc.).	No
22	(a) Whether the property is subject to any pending or proposed land acquisition proceedings? (b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Details are not available. Search is not available. In safeguard of the bank declaration is to be obtained.
23	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded? (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? (c) 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.	In safeguard of the bank declaration is to be obtained
24	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered. (b) Property belonging to partners, whether thrown on hotchpotch? Whether formalities for the same have been completed as applicable laws. (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Yes No Yes
25	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.	Not Applicable
26	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
27	(a) Whether any POA is involved in the chain of title? (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	Yes No

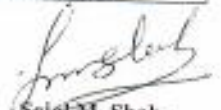


and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	
(e) In case the title document is executed by the POA holder, please clarify whether the POA involved is	Power of Attorney involved was executed by the land owners namely Chandubhai Dalpatbhai Patel, Niruben Subhashchandra Patel i.e. d/o Dalpatbhai Kanjibhai Patel, Arvindbhai Dalpatbhai Patel, Hasmukhbhai Dalpatbhai Patel and Kamuben Arvindbhai Patel i.e. d/o Dalpatbhai Kanjibhai in favour of Rajubhai Dalpatbhai Patel,
(i) one executed by the Builders viz. Companies/Firms/ Individual or Proprietary Concerns in favour of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	
(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Certified copy is not available with the records.
(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. 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? iv. Whether the POA contains a specific authority for execution of title document in question?	No No General No
(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?)	Declaration is to be obtained
(g) Please comment on the genuineness of POA?	Declaration is to be obtained
(h) The unequivocal opinion on the enforceability and validity of the POA?	as per above clause
28 Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.	Not Applicable
29 If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	As per Annexure : B(3)
(a) Promoter's/Land owner's title to the land/ building;	
(b) Development Agreement/Power of Attorney;	
(c) Extent of authority of the Developer/builder;	
(d) Independent title verification of the Land and/or building in question;	
(e) Agreement for sale (duly registered)	
(f) Payment of proper stamp duty;	
(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	
(h) Approval of building plan, permission of appropriate/local authority, etc.;	
(i) Conveyance in favour of Society/Condominium concerned;	
(j) Occupancy Certificate/allotment letter/letter of possession;	
(k) Membership details in the Society etc.;	
(l) Share Certificates;	
(m) No Objection Letter from the Society;	



41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not Applicable
43	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Not Applicable
44	Additional aspects relevant for investigation of title as per local laws.	As per Title Investigation Report
45	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Affidavit-cum-Declaration is to be obtained
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. Shree Krishna Enterprise, a partnership firm, partners namely 1) Vijaykumar S. Jain 2) Jitendra Kumar Daga 3) Rameshbhai M. Domadiya 4) Shankarlal C. Shah 5) Ankit S. Shah 6) Ganpatlal P. Bhandari 7) Hiren R. Domadiya

Surat.
Date : 23/08/2016.


Sejal M. Shah
(ADVOCATE)



**ANNEXURE - B(1) : FULL DESCRIPTION OF THE IMMOVABLE PROPERTY/ (IES)
OFFERED AS SECURITY.**

All that piece and parcel of the property bearing Revenue Survey No. 153, Revision Survey No. 142/1/B, Draft Town Planning Scheme No. 5 (Vesu-Bhimrad), Final Plot No. 5/2, having admeasuring about 6316 Sq. Mts. situated at moje village Vesu, Sub District Taluka City (Now Majura), District Surat, *Project known as 'Atlanta Business Hub'*

Bounded as follows:

East : Adjacent Road.
West : Adjacent Survey No.137.
North : Adjacent Survey No.142/1/A.
South : Adjacent Survey No.143.

ANNEXURE - B(2) : THE FOLLOWING DOCUMENTS SCRUTINIZED

Sr. No.	Date	Name/Nature of Original/the Document	Certified Copy/ Certified Extract/ photocopy, etc.
1.	---	"Title Clearance Report" given by Advocate Shri Pranav P. Joshi	E-mail copy
2.	---	Village extract 7 & 12.	Photocopy
3.	---	Revenue records (Hakka Patrak) 6-A.	Photocopy
4.	07/08/2015	N.A. Order bearing No. (A) BAKHA/Re.S.R.No.310/15/ID No.20033/Vashi.2845 to 2857/15.	Photocopy
5.	---	'Development Permission' granted by Surat Municipal Corporation.	Photocopy
6.	13/01/2014	"General Power of Attorney" executed by Chandubhai Dalpatbhai Patel in favour of Rajubhai Dalpatbhai Patel.	Photocopy
7.	13/01/2014	"General Power of Attorney" executed by Arvindbhai Dalpatbhai Patel in favour of Rajubhai Dalpatbhai Patel.	Photocopy
8.	13/01/2014	"General Power of Attorney" executed by Hasimukhbhai Dalpatbhai Patel in favour of Rajubhai Dalpatbhai Patel.	Photocopy
9.	24/02/2014	"General Power of Attorney" executed by Niruben Subhashchandra Patel d/o Dalpatbhai Kanjibhai in favour of Rajubhai Dalpatbhai Patel.	Photocopy
10.	16/01/2014	"General Power of Attorney" executed by Kamuben Arvindbhai Patel d/o Dalpatbhai Kanjibhai in favour of Rajubhai Dalpatbhai Patel.	Photocopy
11.	04/07/2014	Order No.M.S.C./Ga.Dha.Ka.-63/Vashi-1484/2014, Reg. No.10/14.	Photocopy
12.	---	Registration Certificate in respect of M/s. Shree Krishna Enterprise, a partnership firm.	Photocopy
13.	12/06/2014	"Partnership Deed" executed by the partners of M/s. Shree Krishna Enterprise, bearing registration No. 8501.	Original
14.	12/06/2014	"Partnership Deed" executed by the partners of M/s. Shree Krishna Enterprise, bearing registration No. 8501.	Certified
15.	16/08/2014	Registered "Sale Deed", executed by Rajubhai Dalpatbhai Patel and others in favor of M/s. Shree Krishna Enterprise, a partnership firm bearing registration No.609.	Original



16.	16/08/2014	Registered "Sale Deed", executed by Rajubhai Dalpatbhai Patel and others in favor of M/s. Shree Krishna Enterprise, a partnership firm bearing registration No.609.	Certified
17.	16/08/2014	Original Registration Receipt.	Original
18.	---	Index-II for the same.	Certified
19.	11/08/2016	'Public Notice' submitted by proposed borrower and issued by Shri Pranav P. Joshi, Advocate in 'Divya Bhaskar'.	Photocopy

ANNEXURE - B(3) : CHAIN OF TITLE

- [1] The property in question bearing Revenue Survey No. 153, Revision Survey No. 142/1/B, situated at moje village Vesu, Sub District Taluka City (Now Majura), District Surat originally owned and possessed by Kanjibhai Parsottambhai prior to 1965.
- [2] Thereafter the land owner Kanjibhai Parsottambhai died on 18/05/1965, hence his legal heirs namely Jivanbhai Kanjibhai, Dalpatbhai Kanjibhai, Babubhai Kanjibhai and Laxmiben Chhaganbhai entered into the revenue records vide entry No. 1477 dated 10/06/1989 and the same was certified on 04/04/1990.
- [3] Thereafter Jivanbhai Kanjibhai, Babubhai Kanjibhai and Laxmiben Chhaganbhai had executed an 'Agreement' dated 10/06/1989 and released their rights in favour of Dalpatbhai Kanjibhai. The mutation effect for the same noted into revenue records vide entry No. 1478 dated 10/06/1989 and the same was certified on 04/04/1990.
- [4] Thereafter one of the land owners viz. Dalpatbhai Kanjibhai died on 21/04/1998, hence his legal heirs namely Lalitaben Dalpatbhai, Chandubhai Dalpatbhai, Niruben Dalpatbhai, Arvindbhai Dalpatbhai, Hasmukhbhai Dalpatbhai, Rajubhai Dalpatbhai and Kamuben Dalpatbhai entered into the revenue records vide entry No. 2258 dated 01/08/1998 and the same was certified on 25/11/1998.
- [5] Thereafter the land owner applied to the Hon'ble Dy. Collector of Choryasi Prant to make the division of the said land. Therefore said authority passed an order bearing No. AKM/BVJ/Vashi/264 to 269/2001/S.R.No.9/01 dated 06/02/2011. Accordingly to which western side land admeasuring about He.0-95-10 Aare/Sq. Mts. came into ownership of Jivanbhai Kanjibhai and eastern side land admeasuring about 0-95-10 Aare/Sq. Mts. land acquired by Lalitaben wd/o Dalpatbhai Kanjibhai and others. The mutation effect for the same noted into revenue records vide entry No. 2510 dated 20/02/2011 and the same was certified on 10/05/2011.
- [6] It is found from the available records that the said land included within the extended limits of Surat Municipal Corporation, hence the sub district Choryasi was deleted and the city Taluka applied as per the notification of Government of Gujarat, Land Revenue Tribunal. The mutation effect for the same noted into revenue records vide entry no.4487 dated 26/12/2006.
- [7] It is found from the available records that amend was done through the order No.K.J.P.S.R./24/2008-09 dated 25/10/2008 with respect of the said land. In view of the said order out of total land, Survey No.142/1 allotted to the western side land and the said is allotted to Jivanbhai Kanjibhai. Similarly Survey No. 142/1 was given to Eastern side land which is occupied by Lalitaben wd/o Dalpatbhai Kanjibhai, Chandubhai Dalpatbhai, Niruben Dalpatbhai, Arvindbhai Dalpatbhai, Hasmukhbhai Dalpatbhai, Rajubhai Dalpatbhai and Kamuben Dalpatbhai. The mutation effect for the same noted into revenue records vide entry No. 5517 dated 09/03/2009 and the same was certified on 10/07/2009.
- [8] Thereafter Lalitaben wd/o Dalpatbhai Kanjibhai passed away on 26/11/2012, hence her name deleted from the revenue records vide entry No. 7241 dated 26/08/2013 and the same was certified on 01/11/2013. Thus Rajubhai Dalpatbhai Patel, Chandubhai Dalpatbhai Patel, Niruben Subhaschandra Patel i.e. d/o Dalpatbhai Kanjibhai Patel, Arvindbhai Dalpatbhai Patel, Hasmukhbhai Dalpatbhai Patel and Kamuben Arvindbhai Patel i.e. d/o Dalpatbhai Kanjibhai remained as co-owners of the said land.



- [9] Thereafter the land owner applied to the Dy. Collector of Surat to sell the said land u/s 63 of Ganotdbara. The said authority has granted the said permission vide his order bearing No. M.S.C./Ga.Dha.Ka.-63/Vashi-1484/2014, Reg.No.10/14 dated 04/07/2014 for the residential purpose. The mutation effect for the same noted into revenue records vides entry No. 7536 dated 22/08/2014 and the same was certified on 27/10/2014.
- [10] Thereafter the land owner applied to the said authority to change the said order for commercial purpose. Accordingly said authority passed a revised order bearing No. M.S.C./Ga.Dha.Ka./Vesu/Sudhara Hukam/Vashi-338/2015 dated 19/03/2015 for commercial purpose. The mutation effect for the same noted into revenue records vides entry No. 7729 dated 24/04/2015 and the same was certified on 19/06/2015.
- [11] It is found from the available records that the land owners applied to the Hon'ble Collector, Surat to convert the said land into non-agriculture land. Accordingly the Hon'ble Collector, Surat passed an order bearing no. (A) BAKHA/Re.S.R.No.310/15/ID No.20033/Vashi.2845 to 2857/15 dated 07/08/2015 and converted the said land into Non - Agricultural land for the commercial purpose. The mutation effect for the same noted into revenue records vides entry No. 7835 dated 25/08/2015 and the same was certified on 21/10/2015.
- [12] It appears from the record that the land was under the revenue area of Vesu. That under the Town Planning and Urban Development Act, 1976 the Government of Gujarat has finalized Town Planning Scheme No. 5 (Vesu-Bhimrad) for the said village. That as per the assessment of Town Planning Scheme the said Revenue Survey Number was given Final Plot No.5/2. And as per the Town Planning Scheme, total area of Final Plot No. 5/2 is finalized to 6316 Sq. Mtrs.
- [13] Thereafter the land owners Rajubhai Dalpatbhai Patel himself and as a Power of Attorney Holder of Chandubhai Dalpatbhai Patel, Niruben Subhashchandra Patel i.e. d/o Dalpatbhai Kanjibhai Patel, Arvindbhai Dalpatbhai Patel, Hasmukhbhai Dalpatbhai Patel and Kamuben Arvindbhai Patel i.e. d/o Dalpatbhai Kanjibhai sold the said land to M/s. Shree Krishna Enterprise, a partnership firm, by executed registered 'Sale deed', which is registered in the office of the Sub-registrar, Surat bearing registration No.609 dated 16/08/2014. In view of the said executed registered 'Sale deed' M/s. Shree Krishna Enterprise, a partnership firm, became absolute owner of the said land bearing Survey No.153, Revision Survey No.142/1/B. The mutation effect for the same noted into revenue records vides entry No. 7550 dated 04/09/2014 and the same was certified on 01/11/2014.
- [14] It is found from the available records that the land owners applied to the Surat Municipal Corporation for construction permission. Hence the Surat Municipal Corporation has been issued "Raja Chiththi" bearing TDO/DP/No.206 dated 21/08/2015 and also approved a plan of commercial on the above referred land.
- [15] It is found from the available records that M/s. Shree Krishna Enterprise, a partnership firm, is registered partnership firm, having registration No.Firm No.GUJ/SRT/(17)40301 dated 30/06/2014.
- [16] Thereafter the land owners floated a project of commercial building known '*Atlanta Business Hub*' on the above referred land.
- [17] I have received a copy of 'Public Notice' from the proposed borrower published by Shri Pranav P. Joshi, Advocate published in 'Divya Bhaskar' newspaper dated 11/08/2016. As per the instruction received from the advocate Shri Pranav P. Joshi that no any objections received by him till to-day.



ANNEXURE-C : CERTIFICATE OF TITLE

I have examined the Original Title Deeds intended to be deposited relating to the scheduled 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/ Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices./Sub-Registrar(s) Office(s), Revenue Records. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **1987 to 2016** pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

6. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **M/s. Shree Krishna Enterprise, a partnership firm**

7. I certify that **M/s. Shree Krishna Enterprise, a partnership firm** has 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.

8. 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 enforceable mortgage.

Sr. No.	Date	Name/Nature of Original/the Document	Original/Certified copy/photocopy
1.	---	Village extract 7 & 12.	Certified
2.	---	Revenue records (Hakka Patrak) 6-A.	Certified
3.	07/08/2015	N.A. Order bearing No. (A) BAKHA/Re.S.R.No.310/15/ID No.20033/Vashi.2845 to 2857/15.	Photocopy
4.	21/08/2015	'Raja-Chiththi' No. TDO/DP/No.206.	Photocopy
5.	---	Registration Certificate in respect of M/s. Shree Krishna Enterprise, a partnership firm.	Attested Copy
6.	09/06/2014	"Partnership Deed" executed by the partners of M/s. Shree Krishna Enterprise.	Attested Copy
7.	16/08/2014	Registered "Sale Deed", executed by Rajubhai Dalpatbhai Patel and others in favor of M/s. Shree Krishna Enterprise, a partnership firm bearing registration No.609.	Original
8.	16/08/2014	Original Registration Receipt.	Original
9.	---	Index-II for the same.	Certified
10.	11/08/2016	'Public Notice' submitted by proposed borrower and issued by Shri Pranav P. Joshi, Advocate in 'Divya Bhaskar'.	Photocopy

9. There are no legal impediments for creation of the mortgage under any applicable Law/Rules in force.

Undersigned is not responsible for the non-available documents, computer locking, Pending Documents, search or damaged documents.



In case of creation of Mortgage by Deposit of title deeds by the individual borrower, I opine that the following documents should be taken by the bank to create a valid and enforceable mortgage.

- (1) Original "Agreement of Sale" to be executed in favour of proposed borrower by M/s. Shree Krishna Enterprise, a registered partnership firm.
- (2) Original "registered Sale Deed" to be executed in favour of proposed borrower by M/s. Shree Krishna Enterprise, a registered partnership firm.
- (3) Original registration receipt for the above mentioned registered "Sale Deed".
- (4) Certified copy of Index-II for the above mentioned registered "Sale Deed".
- (5) No Objection Certificate to be issued by State Bank of India, Commercial Branch, Surat.

Date : 23/08/2016.


Sejal M. Shah
(ADVOCATE)



અરજી પહોંચ

મેલકતનું વર્ણન રે.સ. 142

Search in: વેસુ/VESU

પહોંચ નંબર:

૨૦૧૬૦૧૮૦૪૩૩૭૯

અરજી નંબર:

૩૧૧૦૪

અરજી તારીખ:

૨૦૧૬

પા: ૨૩

માર્ક: ઓ.આર.ટી

સંદે: ૨૦૧૬

રજીસ્ટ્રારનું નામ રોજલ એમ શાહ

નીચે પ્રમાણે ફી પહોંચી

૧. વેસુ

રજીસ્ટ્રેશન ફી.....

નકલ કરવા ની ફી સાપ્લેટ / કોલીઓ.....

સેરોની નકલ કરવા માટે ફી.....

ટપાલ ખર્ચ.....

નકલો અથવા પાટીઓ (કિલોમીટર ૬૪ થી ૬૭).....

ફોન અથવા ન્યાયસભા.....

Year :

૧૯૮૦

૨૦૧૬

ફી કલમ-૨૫.....

કલમ-૩૪ (કલમ-૧૩).....

નકલ ફી કોલીઓ.....

ઈ-ટેક્સ-૨ ફી.....

આ સિલકચની લામતોની ફી.....



ફોન એક્ટર ૩.

૨૬૦

ખંડે જાણીએલો સાપ્લેટ પુરા.

દાખલેજ

નકલ

જા દિવસે તેજાર કસે બંદે

દસ્તાવેજ રજીસ્ટર દખલથી નીચેના કસનમે મોકલતો.

તે રજીસ્ટર દખલથી મોકલવામાં

કવિલીમાં આપવામાં

આવશે.

(G S METALIYA)

સબ રજીસ્ટ્રાર

SRT-1/ATV

IGR-NIC

2064544551770484559

૨૩/૮/૨૦૧૬

૧૮:૩૧ (૫૫)

1987

2015

સુપરિટેન્ડેન્ટ ઓફ સ્ટેમ્પસ અને ઇસપેક્ટર જનરલ ઓફ રજીસ્ટ્રેશન (મહેસુલ વિભાગ - ગુજરાત રાજ્ય)

મિલકત પરના બીજા અંગેનું પત્રક

Search in રોજલ એમ શાફ

અરજી નંબર : 31108

ગ્રામ નું નામ : VESU

મિલકતનું વર્ણન રે.સ. 142

દસ્તાવેજની આ શીધ એસ.આર.ઓ - SURAT CITY મા -29 વર્ગના છેડેક્ક -2 ની ઉપલબ્ધ માહિતી અને રેકૉર્ડ ઉપર થી તૈયાર કરવામા આવી છે. આ સોંધનો ઉપયોગ મિલકત પરના બીજા અંગેનું પત્રક પુરતો

પુરતોજ મર્યાદીત રહેશે આ શીધમા તા સુધીના નોંધણી કચેલ દસ્તાવેજોનો સમાવેશ કરાયેલ છે

નોંધ :- સરકાર અથવા આ પ્રમાણપત્ર આપનાર સબરજીસ્ટ્રાર કચેરી આ પ્રમાણપત્રની વિગતોની ચોક્કાસ અથવા ખસપથા વિશે બાંધધરી આપત નથી અને એમાની કોઇપણ માહિતી સંબંધમા નુકસાની માટેના કોઇપણ ફકરાવા માટે તે જવાબદાર રહેશે નહિ

દસ્તાવેજનો પુઝાર અને અલેજ (તાડા પટાના કિસ્સામાં આકાર પટે આપનાર અથવા પટે સબનાર આપે છે તે જણાવવું)	સર્વે નંબર પેટા વિભાગ સેક્ટર કોડ આકાર અથવા જુડી નંબર અને ધાર નંબર (જો કંઈ પણ હોય તો)	દસ્તાવેજ કરી આપનાર પસારનું નામ અથવા દિવાની કોર્ટના ફકમનામા અથવા અદેશના સંબંધમાં પ્રતિવાદીનું નામ	દસ્તાવેજ કરી લેનાર પસારનું નામ અથવા દિવાની કોર્ટના ફકમનામા અથવા અદેશના સંબંધમાં વાદીનું નામ	સહીની તારીખ નંબર નોંધણીની તારીખ	દસ્તાવેજ નંબર	શેરો
સં.		NO DATA AVAILABLE				



તારીખ :

સબ-રજીસ્ટ્રાર
એસ.આર.ઓ - SURAT CITY