Ajay R. Mehta
Advocate
&
Notary

To,
State Bank of India
Begampura Branch
Surat

October 11, 2019

1	a)Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India Begampura Branch, Surat
	b)Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	--
	c)Name of the Borrower.	M/s. Shivpuja Developers a partnership firm and its partners viz., Peenal Hemendrabhai Thakkar, Samir Hemendrabhai Thakkar, Bhavesh Arun Popat, Rohan Bhupendrabhai Thakkar(Popat), Rahul Bhupendra Popat and Arunbhai Chhaganlal Popat
2	a)Name of the unit/concern/ company/person offering the property/ (ies) as security	M/s. Shivpuja Developers a partnership firm and its partners viz., Peenal Hemendrabhai Thakkar, Samir Hemendrabhai Thakkar, Bhavesh Arun Popat, Rohan Bhupendrabhai Thakkar(Popat), Rahul Bhupendra Popat and Arunbhai Chhaganlal Popat
	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
3	Complete or full description of the immovable property/ (ies) offered as security including the following details.	As per annexure
	(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	
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	
4	I have scrutinized the following documents, which were submitted by the bank.	

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OFFICE : 5-6, "SIDDHI" SAMARTH PARK, ADAJAN GAM CHAR RASTA, SURAT. ✆ : (O) 2738990
e-mail : arm.advocate@gmail.com

<table>
<tr><td rowspan="3"></td><td colspan="5">a)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.</td></tr>
<tr><td>Sr. No.</td><td>Date</td><td>Name/ Nature of Original/ the Document</td><td>certified copy/ certified extract/ photocopy, etc.</td><td>In case of Copies whether the original was scrutinized by the Advocate</td></tr>
<tr><td colspan="5">
Original sale deed registered in the office of Sub Registrar, Surat, on 28.03.2012 at registration No.6543 executed in favour of M/s. Shivpuja Developers a partnership firm along with registration receipt.
Certified copy from Sub registrar of sale deed registered in the office of Sub Registrar, Surat, on 28.03.2012 at registration No.6543.
Certified copy of property card.
Copy of Power of attorney
Copy of Supplementary partnership deed
Copy of construction permission
Copy of Plan
Original affidavit regarding title of the property
Copy of Surrender of Lease registered in the office of Sub Registrar, Surat, on28.02.2019 at registration No.1635
Copy of valuation report of Ramesh Jain
</td></tr>
<tr><td>5</td><td colspan="4">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.)</td><td>Yes (Verified).</td></tr>
<tr><td></td><td colspan="4">B] I) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?</td><td>Yes.</td></tr>
<tr><td></td><td colspan="4">B] II) Whether the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page with the original produced.</td><td>Not applicable</td></tr>
<tr><td rowspan="3">6</td><td colspan="4">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?</td><td>No</td></tr>
<tr><td colspan="4">b)If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard</td><td>Copy of property card (online) verified</td></tr>
<tr><td colspan="4">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?</td><td>No</td></tr>
<tr><td>7</td><td colspan="4">a)Property offered as security falls within the jurisdiction of which sub-registrar office?</td><td>Sub Registrar. Surat</td></tr>
</table>

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	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?	Sub Registrar. Surat
	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?	Yes
8	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.	As per annexure
	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)	Search of Title for 30 years and Non Encumbrance is issued by sub registrar from 2007
9	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy / possessory rights or Inam holder or Govt. Guarantee holder	Ownership
10	If leasehold, whether	N.A
	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	--
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;	Not applicable
	a)Such right is heritable and transferable,	Not applicable
	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	No

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	the reasons for coming to such conclusion	
14	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;	Not applicable
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No
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.	No
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not applicable
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not applicable
	(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.	Not applicable
	(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?	No
	(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 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	Not applicable

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	Mother/Original title deeds are to be explained.)	
17	(a) Whether the property is subject to any wakf rights?	No
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not applicable
	(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	No
	(b)Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not applicable
19	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not applicable
	(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
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.	No
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes
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.),	Not applicable
22	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No, but safe guard and interest of bank common affidavit to obtained
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such Search/enquiry	
23	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	The Property is not involved in or subject matter of any litigation but safe guard and interest of bank common affidavit to obtained
	(b) If so, whether such litigation would adversely affect the	Not applicable

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	creation of a valid mortgage or have any implication of its future enforcement?	
	(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
24	(a)In case of partnership firm, whether the property belongs to the firm and the deed is properly registered	Yes
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	No
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm	Yes, but safe guard interest of the bank please takes confirmation or signature from all partners.
25	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.	Not applicable.
	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.
	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)?	Not applicable.
	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)?	Not applicable.
	iv) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	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?	Yes
	(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.	No
	(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	 No

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	Deeds, etc. in favour of buyers of flats/units (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	Not applicable
	(e)In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA	
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	No, Copy available
	ii. Whether the POA is a registered one?	No, Notarized
	iii. Whether the POA is a special or general one?	General
	iv. Whether the POA contains a specific authority for execution of title document in question?	Yes
	(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?)	As per the government circular dtd.06.09.2005 and 19.07.2008 and 21.07.2009, it is duty of sub registrar to verify the power of attorney at the time of registration of documents. Power of attorney is verified by the Sub registrar at the time of Registration. For safe guard and interest of the bank common affidavit to be taken
	(g) Please comment on genuineness of POA?	As per the government circular dtd.06.09.2005 and 19.07.2008 and 21.07.2009, it is duty of sub registrar to verify the power of attorney at the time of registration of documents. Power of attorney is verified by the Sub registrar at the time of Registration. For safe guard and interest of the bank common affidavit to be taken
	(h) The unequivocal opinion on the enforceability and	Power of attorney is

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	validity of the POA?	verified by the Sub registrar at the time of registration of documents. Further for safe guard and interest of the bank common affidavit to be obtained
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:	Commercial
	(a) Promoter's/Land owner's title to the land/ building;	Yes
	(b) Development Agreement/Power of Attorney;	Yes
	(c) Extent of authority of the Developer/builder;	Yes
	(d) Independent title verification of the Land and/or building in question;	Yes
	(e) Agreement for sale (duly registered);	No
	(f) Payment of proper stamp duty;	Yes
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	No
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	(i) Conveyance in favour of Society/ Condominium concerned;	Not applicable
	(j) Occupancy Certificate/allotment letter/letter of possession;	Not applicable
	(k) Membership details in the Society etc.;	Not applicable
	(l) Share Certificates;	Not applicable
	(m) No Objection Letter from the Society;	Not applicable
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes but safe guard and interest of the bank common affidavit to be obtained
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not applicable
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Yes,
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc	to be verified from bank penal valuer
30	Encumbrances, Attachments, and/or claims whether of	Search taken from

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	Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof	SRO records no encumbrances found, but for safe guard and interest of the bank affidavit to be obtained
31	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	Search of Title for 30 years and Non Encumbrance is issued by sub registrar from 2007
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Yes, Tax is paid by the owner and receipt
33	(a) Urban land ceiling clearance, whether required and if so, details thereon.	The said Act is repealed by the Government of Gujarat on 27.03.1999.
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Affidavit to be obtained or CA Certificate to be obtained
34	Details of RTC extracts/mutation extracts/ Katha Extracts pertaining to the property in question	Yes
35	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes
36	(a) Whether the property offered as security is clearly demarcated?	Yes
	(b) Whether the demarcation/ partition of the property is legally valid?	Yes
	(c) Whether the property has clear access as per documents?	Yes
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
	(a) Document in relation to electricity connection;	to be obtained by bank
	(b) Document in relation to water connection;	to be obtained by bank
	(c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any	Details not available, safe guard and interest of the bank affidavit to obtained
38	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same	Details mentioned in report but safe guard and interest of bank to be verified by the bank
39	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property	Yes, details mentioned in report

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	on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	
40	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc	No
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.	Yes
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	Yes and safe guard and interest of the bank affidavit to be obtained
44	Additional aspects relevant for investigation of title as per local laws.	No
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security	No
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage	M/s. Shivpuja Developers a partnership firm and its partners viz., Peenal Hemendrabhai Thakkar, Samir Hemendrabhai Thakkar, Bhavesh Arun Popat, Rohan Bhupendrabhai Thakkar(Popat), Rahul Bhupendra Popat and Arunbhai Chhaganlal Popat
47	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016 ?	Yes
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Yet Not applied
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	No
	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?	No

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Annexure – C: Certificate of title.

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of *Registered/ Equitable /~~English~~ Mortgage (*please specify the kind of 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/ Equitable 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 sub registrar records. I also confirm having verified and checked the records of the relevant Government Offices, /Sub-Registrar(s) Office(s), ~~Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board~~ (wherever applicable), which is given by the bank. 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 2007 to 2019 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable). N.A.

7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name). (Strike out if not applicable) N.A

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, M/s. Shivpuja Developers a partnership firm

9. I certify that M/s. Shivpuja Developers a partnership firm has / have an absolute, clear and marketable title over the Schedule property. I further certify that the above title deeds are

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genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

a. As per annexure

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

12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

All that piece and parcel of property bearing Final Plot No.128 admeasuring 4777.00sq.mtrs of Town Planning Scheme No.8(Umarwada), reconstituted out of land bearing Rev.S.No.89 + 90/A of village Umarwada, now bearing City Survey No.2030 admeasuring 4265.00sq.mtrs of Ward Umarwada, situated near Sahara Darwaja, Ring Road, Surat, in the City of Surat, Sub District Surat City, District Surat, Project Known as **NTT-2** stands in the name of M/s. Shivpuja Developers a partnership firm and its partners viz., Peenal Hemendrabhai Thakkar, Samir Hemendrabhai Thakkar, Bhavesh Arun Popat, Rohan Bhupendrabhai Thakkar(Popat), Rahul Bhupendra Popat and Arunbhai Chhaganlal Popat.

and surrounded by [as per valuation report]

On or towards North by : F.P.No.96

On or towards South by : F.P.No.129

On or towards East by : Western Railway

On or towards west by : Adj. C.T.S Property

That as per record all that piece and parcel of land bearing Rev.S.Nos.89 + 90/A of village Umarwada, Sub District Choryasi, District Surat was originally belonged to Nasiruddin Shujauddin Abdul Halim, Naziruddin Shujauddin Abdul Halim, Moizuddin Shujauddin Abdul Halim and Rashiduddin Shujauddin Abdul Halim and they leased out the said property to Caltex India Limited a company incorporated under the Companies Act by registered lease deed commencing from 01.10.1965 for the term of 10 years and the lessee had an option of two further renewals of 10 years each and accordingly the said lease has expired on dated 30.09.1995. The said lease deed was registered in the office of Sub Registrar, Mumbai, on 01.12.1966 at registration No.2398. Later by an Ordinance by the President of India in 1978, Foreign Oil Co's. were nationalized and Caltex India Limited was merged/ amalgamated with

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Hindustan Petroleum Corporation Limited. And accordingly HPCL has deemed to have taken over as the lessee of the said land. That, Surrender of Lease for the same was executed between the parties. The said Surrender of Lease is registered in the office of the sub registrar, Surat on 28.02.2019 at Registration No.1635 and Duplicate is registered on the same day at Registration No.1636.

Town Planning scheme was framed at Village Umarwada and the land bearing Rev.S.No.89 + 90 Paiki was included in Town Planning Scheme No.8 (Umarwada), O.P.No.27/2A, Final Plot No.128 is allotted to the said land admeasuring 4265.00sq.mtrs.

That as per record the City Survey Office, Surat has surveyed the said land and allotted the City Survey Nondh No.2030 of Ward Umarwada to the said land.

That as per record the entry regarding education cess was mutated in the city survey record by the order of the Collector, Surat, vide order No.CTS/Vashi/2174-80 dated 06.10.1980. Entry to that effect was mutated in the city survey record on 11.05.1981 at entry No.2.

That as per record on the death of Rashiduddin Shujauddin Abdul Halim, his share of 25% share in the said land was inherited by his lineal descendant's viz., widow Aminabibi, four sons viz., Azheruddin, Bashiruddin, Shujauddin, Misbahuddin, daughter viz., Fakhrunnissa and their names were mutated in the city survey records by way of succession by entry dated 09.03.1982. That as per record Aminabibi expired intestate on 05.08.1983 and her name was deleted from the city survey record, vide entry dated 21.05.1985. That as per record Fakhrunnissa expired on 06.09.2002 leaving her only child Masih Halimuddin Halim and his name was mutated in city survey records, vide entry dated 2003. That as per record Misbahuddin Rashiiduddin Halim expired on dated 14.12.2007 leaving behind his widow Ashraf Misbah Halim and one son Rashid Misbah Halim and their names were mutated in the city survey records.

That as per record on the death of Naziruddin Shujauddin Abdul Halim, his 25% share in the said land was inherited by his lineal descendants viz., widow Nasimabibi and three daughters viz., Habiba, Najma and Zulekha and their names were mutated in the city survey records, vide entry dated 09.03.1982. That as per record Nasimabibi expired intestate on 3rd April, 2000 and her name was deleted from the city survey records.

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That as per record on the death of Moizuddin Shujauddin Abdul Halim, his 25% share in the said land was inherited by his lineal descendants viz., widow Saeedabibi and five sons Azimuddin, Iqbal, Riyazuddin, Rafiuddin, Shamsuddin and their names were mutated in the city survey record, vide entry dated 26.10.1982. That as per record Saeedabibi expired intestate on 30.01.1998 and her name was deleted from the city survey records. That as per record Shamsuddin expired intestate on dated 11.08.2009 and his share in the said land was inherited by his lineal descendants viz., Rahat Shamsuddin Halim, son Yasir and daughter Arshiya and their names were mutated in the city survey records on 10.01.2011.

That as per record on the death of Nasiruddin Shujauddin Abdul Halim, his 25% share in the said land was inherited by his lineal descendants viz., Nafisa Jamil Halim (daughter), Zohra Mukhtar Hakim (daughter) and Humayun Nasiruddin Halim (son) and their names were mutated in the city survey records on 10.05.2006.

Under the above facts, Azheruddin Rashiduddin Halim, Bashiruddin Rashiduddin Halim, Shujauddin Rashiduddin Halim, Ashraf Misbah Halim, Rashid Misbah Halim, Masih Halimuddin Halim, Azimuddin Moizuddin Halim, Iqbal Moizuddin Halim, Rafiuddin Moizuddin Halim, Riyazuddin Moizuddin Halim, Rahat Shamshuddin Halim, Yasir Shams Halim, Arshiya Shamshuddin Halim, Habiba Nazir Halim, Najma Ahmed Munavari, Zulekha Farid Halim, Nafisa Jamil Halim, Johra Mukhtar Halim and Humayun Nasiruddin Halim became owner of the land bearing Final Plot No.128 admeasuring 4777.00sq.mtrs of Town Planning Scheme No.8(Umarwada), reconstituted out of land bearing Rev.S.No.89 + 90/A of village Umarwada, now bearing City Survey No.2030 of Ward Umarwada, situated near Sahara Darwaja, Ring Road, Surat, in the City of Surat, Sub District Surat City, District Surat.

Thereafter, Shujauddin Rashiduddin Halim, Bashiruddin Rashiduddin Halim self and as constituted attorney of Rashid Misbah Halim, Habiba Nazir Halim, Najma Ahmed Munavari, Zulekha Farid Halim, Nafisa Jamil Halim, Zohra Mukhtar Halim, Humayun Nasiruddin Halim and Ashraf Misbah Halim and Masih Halimuddin Halim and Azimuddin Moizuddin Halim self and as constituted attorney of Azheruddin Rashiduddin Halim, Iqbal Moizuddin Halim, Rafiuddin Moizuddin Halim and Riyazuddin Moizuddin Halim self and as constituted attorney of Rahat Shamshuddin Halim, Yasir Shams Halim and Arshiya Shamshuddin Halim entered into an agreement of sale the property/land bearing Final Plot No.128 admeasuring 4777.00sq.mtrs of Town Planning Scheme No.8(Umarwada), reconstituted out of land bearing Rev.S.No.89 + 90/A of village Umarwada, now bearing City Survey No.2030 of

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Ward Umarwada, situated near Sahara Darwaja, Ring Road, Surat, in the City of Surat, Sub District Surat City, District Surat "As is where is basis qua the possession and measurement with M/s. Shivpuja Developers a partnership firm. The said agreement of sale is registered in the office of Sub Registrar, Surat, on 27.11.2010 at registration No.19688. Thereafter, on the basis of registered agreement of sale, the land owners executed the sale deed in favour of M/s. Shivpuja Developers a partnership firm. The said sale deed is registered in the office of Sub Registrar, Surat, on 28.03.2012 at registration No.6543. Thus, M/s. Shivpuja Developers a partnership firm and its partners became owner of the said land. Entry to that effect was mutated in the city survey record on 05.10.2012 at entry No.415.

As per supplementary partnership deed of M/s. Shivpuja Developers a partnership firm Dtd.20.06.2018, and as per the said deed of firm Peenal Hemendrabhai Thakkar, Samir Hemendrabhai Thakkar, Bhavesh Arun Popat, Rohan Bhupendrabhai Thakkar(Popat), Rahul Bhupendra Popat and Arunbhai Chhaganlal Popat are the partners of the said firm.

The Surat Muinicipal Corporation has approved the plan and granted the permission for construction on the said property/land, vide permission No.TDO/DP/No.19 dated 26.04.2019.

Thereafter, M/s. Shivpuja Developers a partnership firm developed the said land and constructed the multistoried commercial building, which is known as "NTT-2".

That, M/s. Shivpuja Developers a partnership firm through its authorized partner Peenal Hemendra Thakkar submitted affidavit regarding title of the property, as per the said affidavit, declared that firm is absolute owner of the said property and title of the said property is clear and marketable and not suit/litigation is pending regarding the said property.

On search and investigation of the land in question from the record of Sub-Registrar, for last 30 years available records, and as per non encumbrances issued by the sub registrar, no charge lien and encumbrances are found on the record of rights. Title of the said land is clear and marketable

Under the above facts, I am of the opinion that, for creating a valid equitable mortgage over the said property, following documents are required to be deposited with the Bank and memorandum of deposit to be registered with Sub-registrar

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ARM

1. Original sale deed registered in the office of Sub Registrar, Surat, on 28.03.2012 at registration No.6543 executed in favour of M/s. Shivpuja Developers a partnership firm along with registration receipt.
2. Certified copy from Sub registrar of sale deed registered in the office of Sub Registrar, Surat, on 28.03.2012 at registration No.6543.
3. Certified copy of property card.
4. Copy of Registrar of Firm
5. Copy of construction permission
6. Non encumbrance certificate from Sub registrar
7. Affidavit regarding title of the property.

ajay r. mehta
advocate
&
notary
encl:-search Receipt
No.2019319020764
2019020040119
2019018066752
code:-24102019
File no.1792

AJAY R. MEHTA
ADVOCATE & NOTARY
ARM