

CONSULTA JURIS

(LAW FIRM)

C-727, International Trade Center
Majuragate Ring Road
Surat - 395002
Gujarat (INDIA)

Tel No. : 91-261-3012525
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CJ REF NO: CJ/SBI/SCB/451/2017

Date: 17/08/2017

To,
THE BRANCH MANAGER
STATE BANK OF INDIA-RMME
SCB BRANCH RING ROAD
SURAT

1.	a) Name of the Bank/ Business Unit/ Office seeking opinion.	STATE BANK OF INDIA SCB BRANCH SURAT
	b) Reference No. and Date of the letter under the cover of which the documents tendered for scrutiny are forwarded	SCB/RMME/2017-2018/467
	c) Name of the Borrower.	M/S SHREE KRISHNA CORPORATION, THE PARTNERSHIP FIRM
2.	a) Name of the Unit/concern/company/person offering the property/(ies) as security,	M/S SHREE KRISHNA CORPORATION THE PARTNERSHIP FIRM
	b) Constitution of the unit/concern/person/body/ authority offering the property for creation of charge.	The Partnership Firm
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrowers/Guarantors
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details. 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.	ALL THE PIECE AND PARCEL OF NON-AGRICULTURAL LAND LYING AND BEING SITUATED AT REVENUE SURVEY NO.13/PAIKEE-D, T.P SCHEME NO.01 (VESU) FINAL PLOT NO.20 PAIKEE-D ADMEASURING AROUND 3733 SQ. MTRS. (AS PER F.P 3732.54 SQ. MTRS.) MORE PARTICULARLY SITUATED AT MOJE VILLAGE: VESU, TALUKA: SURAT CITY (MAJURA), DISTRICT: SURAT. AND BOUNDED AS: TOWARDS NORTH: JHAMBANI SCHOOL. TOWARDS SOUTH: 60 FEET ROAD. TOWARDS EAST: 60 FEET ROAD. TOWARDS WEST: RELIANCE MARKET.



4. a) Particulars of the documents scrutinized-serially and chronologically b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/ land/ revenue/ other authorities be examined.	List of Documents Scrutinized: • Copy of Sale Deed bearing Registration No.15814/2017 along with the registration receipt and Index-II. • Copy of Sale Deed bearing Registration No.1477/2002 along with the registration receipt and Index-II. • Copy of Sale Deed bearing Registration No.9034/1997 along with the registration receipt and Index-II. • Copy of Partnership Deed. • Copy of 7/12 extract. • Copy of Village Form No. 8 A. • Copy of Village Form No. 6. • Copy N.A. Order • Affidavit regarding Title of the Property
5. 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.)	Yes, certified copies obtained. List of Documents available in the revenue records are Scrutinized and copies of Search Receipt along with the copy of Nil Encumbrances Certificate is attached herewith.
6. 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? b) If such online/ computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard 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?	The Relevant Records Prior to 2007 Are Not Available online and Relevant revenue records such as Village Form No.6 & 7/12 Extract can be verified from the online portal of revenue department of the State Government i.e., https://anyror.gujarat.gov.in



7.	a) Property offered as security falls within the jurisdiction of documents which sub-registrar office? 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? c) Whether search has been made at all the offices named at (b) above? 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?	Office of Sub-Registrar of Assurances Athwa Zone in Surat. No Yes No
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 the title/ interest to the Current title holder. And whenever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the deed for clearance of such clog on the Title.	As per <u>ANNEXURE-I</u> giving brief description about the tracing of titles available in the revenue records of the concerned departments.
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 Rights.
10.	If lease hold, 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.	N.A.
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	N.A.



12.	If occupancy right, whether; a) Such right is heritable and transferable, b) Mortgage can be created.	N.A.
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	No
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 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.	N.A.
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 over conditions/ formalities are completed/ complied with. e) Whether any of the documents in question are executed in counterparts or in more than one	N.A. N.A. N.A. N.A. N.A.



	set? If so, additional precautions to be taken for avoiding multiple messages?	
16.	Whether the title documents include any testamentary documents/ wills? a) In case of wills, whether the will is registered will or 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 testator?	No N.A. N.A. N.A. N.A. N.A. N.A.
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?	N.A. N.A. N.A.
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/ joint in execution, minor's share if any, rights of female members are etc. b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A. N.A.
19.	a) Whether the property belongs to any trust or is subject to the rights of any trust? b) Whether the trust is 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.	N.A. N.A. N.A. N.A.
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	N.A. N.A.



	have authority to create mortgage for and on behalf of the firm	
25.	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.
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	N.A.
27.	a) Whether any POA is involved in the chain of title? b) Whether any POA is 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. 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 favor of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favor 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 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 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? f) Whether the POA was in force and not revoked	No. N.A. N.A. N.A. N.A. N.A. N.A. N.A. N.A. N.A.



	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?)	
	g) Please comment on genuineness of POA?	N.A.
	h) The unequivocal opinion on the enforceability and validity of the POA?	N.A.
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.	No.
29.	If the property is a flat/ apartment or residential/ commercial complex, check and comment on the following:	Residential Project
	a) Promoter's/ Land owner's title to the land/ building;	N.A.
	b) Development Agreement/ Power of Attorney;	N.A.
	c) Extent of authority of the Developer/builder	M
	d) Independent title verification of the Land and/ or building in question;	N.A.
	e) Agreement for sale (duly registered);	N.A.
	f) Payment of proper stamp duty;	N.A.
	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	N.A.
	h) permission of appropriate/ local authority, etc.;	N.A.
	i) Conveyance in favour of Society Condominium concerned;	N.A.
	j) Occupancy Certificate/ allotment letter/ letter of possession	N.A.
	k) Membership details in the Society etc.,	N.A.
	l) Share Certificates;	N.A.
	m) No Objection Letter from the Society;	N.A.
	n) All legal requirements under the local/ Municipal laws regarding ownership of flats/ apartments, Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes but to safeguard the Bank's interest a Separate declaration is to be obtained from the intended mortgagor with this regards.
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any; If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N.A.
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N.A.



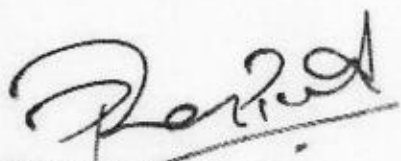
	q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	IT IS TO BE VERIFIED FROM BANK'S APPROVED VALUER/ ARCHITECT
30.	Encumbrances, Attachments, and/ or claims whether of Government, Central or State or Local authorities or Third Party Claims, Liens etc. and details thereof	No such encumbrances were found in the available records. Separate declaration to be obtained from the Intended Mortgagor.
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	Latest Nil Encumbrances Certificate is attached herewith
32.	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	Not Provided.
33.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the Income Tax Act is required/ obtained	The said Act is repealed by the Notification of State Government of Gujarat dated 27/03/1999. Certificate from the approved and registered Chartered Account be contained.
34.	Details of RTC extracts/ Katha Extracts pertaining to the property in question	As per ANNEXURE I
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village records?	No
36.	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation/ partition of the property is legally valid? c) Whether the property has clear access as per documents?	Yes As per valuation Report. To be verified by the empanelled valuer and Bank.
37.	Whether the property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny? a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any	N.A. To be obtained and verified by the Bank To be obtained and verified by the Bank N.A. N.A.
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	N.A.



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 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.)	No such Valuation report was made available at the time of preparation of TIR, Bank to consider the Valuation Report of the approved Valuer for the Same.
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 bar for creation of mortgage
41.	Whether the Bank will be able to enforce SARFAESI 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 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.
44.	Additional aspects relevant for investigation of title as per local laws.	N.A.
45.	Additional suggestions, if any to safeguard the interest of title as per local laws	Separate declaration is to be obtained from the Intended Mortgagor.
46.	The specific persons who are required to create mortgage/ to deposit documents creating mortgage	M/S SHREE KRISHNA CORPORATION. THE PARTNERSHIP FIRM THROUGH ITS AUTHORIZED PARTNERS NAMELY HIREN DOMADIYA AND RAMESHBHAI DOMADIYA

Date:- 17/08/2017

Place:- SURAT


For Consulta Juris (Law Firm)

PRATYAKSH WATPUY

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ANNEXURE-I

TITLE INVESTIGATION REPORT OF ALL THE PIECE AND PARCEL OF
NON-AGRICULTURAL LAND LYING AND BEING SITUATED AT REVENUE
SURVEY NO.13/PAIKEE/D, T.P SCHEME NO.01 (VESU) FINAL PLOT
NO.20 PAIKEE-D ADMEASURING AROUND 3733 SQ. MTRS. (AS PER F.P
3732.54 SQ. MTRS.) MORE PARTICULARLY SITUATED AT MOJE
VILLAGE: VESU, TALUKA: SURAT CITY (MAJURA), DISTRICT: SURAT.
(HEREIN AFTER REFERRED TO AS "THE SCHEDULE PROPERTY")

As per the Documents provided to us and as per the available records the aforesaid land bearing Original Survey No.16 was owned and possessed individually as the karta of Hindu Undivided Family by Nanubhai Jivabhai Umrigar and his brothers namely Bhikubhai, Haribhai, Ramanbhai and Harjivanbhai.

Thereafter the Bombay Prevention of Fragmentation and Consolidation of Holding Act, 19476, consolidation Scheme for the villages in Gujarat was implemented on the scheduled land by the competent Authority and accordingly the scheduled land was allotted with new survey No.13 and accordingly the said survey was divided under different Hissa's bearing Survey Nos. 13/1 to 13/5.



The Addl. Collector Surat vide its order bearing reference No.ULC/6/1 UMRA REG. No.3to6, 25 and 26/87 dated 04/04/1997 declared the entire land.

Then after the said erstwhile owners has developed the plots on the scheduled land as per the plan approved dated 07/03/1975 and accordingly made an application under section 27 before the competent authority and the said authority vide its order dated 03/06/1997 gave permission for development of 62 plots was granted by the competent authority and also Hon'ble Collector Surat vide its order bearing reference No.TNC/G.DH.K.63/vashi/2131/97 dated 05/06/1997 also allotted the said permission.

Pursuant to the aforesaid permission from the competent authority in Survey No.13/1 to 13/5 was merged all together and accordingly all 62 plots were purchased from the erstwhile owners by Mitul Jagdishbhai Shah & Ors. in which two plots were purchased by Premal Synthetics Pvt. Ltd. It is pertinent to note that all separate 62 Sale Deeds were executed before the office of sub registrar of Assurances vide registration Nos. No.9034 to 9095 dated 30/06/1997 and on the basis of the said Sale Deeds mutation entry of all the 62 Plot Holders was



mutated in the revenue records i.e. village Form No.6 vide entry No.2184 dated 01/07/1997 and the said entry was certified later on 02/08/1997. Similarly separate entries in 7/12 extract were done for the said 62 Plots and accordingly Plot No.1 to 62 was registered in the revenue records of 7/12 Extract.

The Town Planning Department Surat vide its order bearing No.SUDA/NA/U-4/3278/A/3862, dated 20/01/1998 has allotted the planning permission and accordingly the District Development Officer vide its order bearing reference No.4/DP/NA/REG No.30/97-98 dated 18/03/1998 declared the scheduled land as Non Agricultural Land.

Similarly T.P.Scheme No.1 was allotted to Vesu Village and according to the said Scheme Revenue Survey No.13 was allotted with Original Plot No.19 for the area admeasuring 47875 Sq. Meters. As per the available records one housing scheme was sanctioned in the year 1975 on the said land and hence for the said reason submission was made before the Town Planning Officer for no more deduction in area and accordingly on that point of time area admeasuring 47875 in F.P.No.19 was allotted to the said owners and accordingly on 26/05/1998 and accordingly balance area in the said land was sold and conveyed to Reliance



Industries Ltd. by executing 62 separate Sale Deeds and in the said Sale Deeds it was clearly mentioned that once the said T.P. Scheme is finalized then any area left apart from the area admeasuring 47875 Sq. Meters will be allotted to such 62 plot holders and no such ownership rights will be given to the said prospective purchaser namely Reliance Industries Ltd. and therefore all the 62 plot holders made submission before the appointed Town Planning officer for less deduction of the area and accordingly area admeasuring 59973 Sq. Meters was allotted to the said Plot Holders bearing Final Plot No.20 out of which area admeasuring 47875 Sq. Meters is owned and possessed by Reliance Industries Ltd. and the balance area admeasuring 3732.54 Sq. Meters and area admeasuring 10300 Sq. Meters is owned and possessed by Jagdish Shah and other 62 Plot Holders accordingly.

Similarly an application of revised plan for the area admeasuring 59973 Sq. Meters of Final Plot No.20 for two separate divisions was made before the competent authority and according to the said Plan area admeasuring 3732.54 Sq. Meters from Southern-Eastern portion of Final Plot No.20 was shown as Sub Plot D, in Plan and accordingly one condition was imposed by the said owners that the said plan is to be approved from the competent authority by the said purchaser and



therefore on such condition the said plot was sold to Mr. Jagdish Shah and other 62 Plot Holders by erstwhile owners namely Mr. Madan Mohanlal Narang & Ors.

As per the available records in the original Plot No.13, the Plot No.1 was owned by Manilal Dahyabhai Shah who died on 07/08/1999 and according to his Will, said Plot No.13 came in the share of Mitul Jagdish Shah and similarly the Plot No.12 was owned by Kanchanben Chimanlal Shah who died on 04/11/2000 and as per her last Will dated 28/09/2000 the said plot came in the share of Rajendra Sugamchand Shah and similarly Plot No.54 was owned by Mr. Bipinchandra Chimanlal Shah as karta of HUF Family who also died and Mr. Sanjay Bipinchandra Shah became the Karta of the said HUF Family. Similarly Plot No. 61 was owned by Mr. Manilal Dahyabhai Shah as the Karta of the HUF Family who later on died and therefore Mr. Jagdish Manilal Shah became the Karta of the said HUF Family.

As per the available records in Survey No.13 separate plots were there but due to the implementation of TP Scheme no such plots were left and therefore all the 62 plot holders has together sold and conveyed their ownership rights to Mr. Madan Mohanlal Narang, Rajesh Mohanlal



Narang, Suresh Mohanlal Narang and Ashok Mohanlal Narang by executing a registered Sale Deed bearing registration No.1477/2002 dated 08/03/2002. Mutation entry to this effect is mutated in the revenue records i.e. Village Form No.6 vide entry No.3039 dated 25/04/2003. Since then Mr. Madan Mohanlal Narang, Rajesh Mohanlal Narang, Suresh Mohanlal Narang and Ashok Mohanlal Narang became the lawful owner of the scheduled property.

The Town Planning Department of Surat has issued revised planning permission vide its order bearing rajachitthi No.Suda/vpa/u-4/3419/Revised-3278/3832 dated 17/07/1998 and also revised permission bearing No. TDO/DP/11 dated 07/04/2017.

Similarly Non Agricultural Land Permission was given by District Development Officer vide its order bearing Reference No.4/DP/NA-30/97-98 dated 18/03/1998.

Then after the said owners made an application before the Hon'ble Collector for Commercial use of the said Land and accordingly Hon'ble Collector vide its order bearing reference No.J/NA/TPS/K-66/REG-59/2016-17 dated 31/03/2017 issued the said permission.



That as per the available records the said owners namely Mr. Madan Mohanlal Narang, Rajesh Mohanlal Narang, Suresh Mohanlal Narang and Ashok Mohanlal Narang has sold and conveyed the said property in favor of Shree Krishna Corporation, the Partnership Firm through its authorized partners namely Mr. Hiren Rameshbhai Domadiya and Mr. Rameshbhai Mithabhai Domadiya by executing a registered Sale Deed the said Sale Deed is adequately registered in the office of Sub Registrar of Assurances Athwa Zone vide registration No.15814/2017 date 28/07/2017. Since then Shree Krishna Corporation, the Partnership Firm through its authorized partners namely Mr. Hiren Rameshbhai Domadiya and Mr. Rameshbhai Mithabhai Domadiya became the lawful owners of the schedule property.

That the said owner submitted affidavit regarding title of the property, as per the said affidavit, declared that he 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

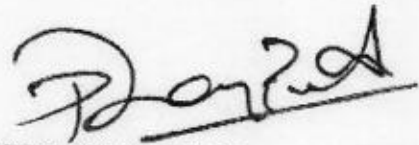


encumbrances are found on the record of rights. Title of the said land is clear and marketable.

Under the above facts, we are 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.

DATE:- 17/08/2017

PLACE:- SURAT



FOR CONSULTA JURIS (LAW FIRM)

PRANAY R. RAJPUT
ADVOCATE
CONSULTA JURIS (LAW FIRM)
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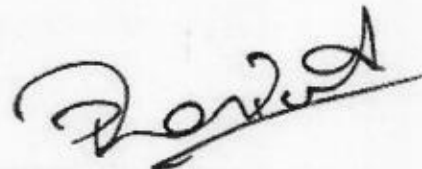
ANNEXURE-C

CERTIFICATE OF TITLE

1. We have examined the Title Deeds intended to be deposited relating to the schedule property and offered as security by way of Registered 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 Mortgage and we further certify that:
2. We have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and other relevant factors.
3. We confirm having made a search in the Land/ Revenue records. We also confirm having verified and checked the records of the relevant Government offices/ Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office which is given by the bank. We do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. We are liable/ responsible, if any loss is caused to the bank due to negligence on our part or by our 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), we 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 1988 to 2017 pertaining to the said Property 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 i.e. **Shree Krishna Corporation, The Partnership Firm**
7. We certify that **Shree Krishna Corporation, The Partnership Firm** has an absolute, clear and marketable title over the Schedule property. We further certify that the above title deeds are genuine and a valid mortgage can be created.
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 and enforceable mortgage:
 - Original Sale Deed bearing registration No.15814/2017 along with original registration Receipt and Index-II.
 - Original Sale Deed bearing Registration No.1477/2002 along with registration receipt and Index-II.
 - Copy of Sale Deed bearing No.9043/1997 along with registration receipt and Index-II.
 - Copy of Partnership Deed.
 - Copy of 7/12 Extract.
 - Copy of Village Form No.6
 - Copy of Village Form No.8
 - Copy of NA Order
 - Copy of Planning Permission
 - Affidavit regarding title of the said property.
 - Copy of Paper Publication.
9. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

Date: 17/08/2017

Place: SURAT



CONSULTA JURIS (LAW FIRM)

ANAND K. RAJULU
ADVOCATE
CONSULTA JURIS (LAW FIRM)
C-70 INTERNATIONAL TRADE CENTRE
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+91-8626490433 & 0261-36125219

અરજી પહોંચ

મેલકતનું વર્ણન 13

Search in: વેસુ/VESU

પહોંચ નંબર ૨૦૧૭૦૧૮૦૪૭૮૫૧

અરજી નંબર:

૩૦૧૧૩

અરજી રૂપે:

૨૦૧૭

તા: ૨૦

માર્ગ: જુલાઈ

સંજે: ૨૦૧૭

રજ કરનારનું નામ પી આર.રાજપુત

નીચે પ્રમાણે કી પહોંચી

રૂ. પૈસા

રજીસ્ટ્રેશન કી.....

નકલ કરવા ની કી સાર્વજિક / કોલેજીયો.....

૦

શેરોની નકલ કરવા માટે કી.....

ટપાલ ખર્ચ.....

નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭).....

૦

શોધ અગર તપાસણી.....

Year: ૧૯૮૮

૨૭૦

દંડ કલમ-૨૫.....

કલમ-૩૪ (કલમ-૫૭).....

નકલ કી કોલેજીયો.....

૦

ઈન્ડેક્સ-૨ કી.....

આ સિવાયની બાબતોની કી



કુલ એકાઉન્ટ રૂ.

૨૭૦

અકે રૂપીયાબસો સાથે પુરા.

દસ્તાવેજ

ના દિવસે તૈયાર થશે અને

નકલ

તે રજીસ્ટર ટપાલથી મોકલવામાં

કચેરીમાં આપવામાં

આવશે.

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

(G S METALIYA)

સબ રજીસ્ટ્રાર

SRT/1/ATV

IGR-NIC

-5460967686983739957

૨૦/૭/૨૦૧૭

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1988

2017

સુપ્રિટેન્ડેન્ટ ઓફ સ્ટેમ્પસ અને ઇસપાક્ટર જનરલ વ્યાજ દરજ્જા સ્થાપના ૧૯૮૭-૮૮

મિલકત પરના બીજા અંગેનું પત્રક

Search in પી.આર.રાજપુત

અરજી નંબર : ૩૦૧૧૩

ગ્રામ નું નામ : VESU

મિલકતનું વર્ણન 13

દસ્તાવેજની આ શ્રીધા એસ.આર.ઓ - SURAT CITY મા -29 વર્ષના ઇડેક્સ -2 ની ઉપલબ્ધ માહિતી અને રેકૉર્ડ ઉપર થી તૈયાર કરવામા આવી છે. આ શોખનો ઉપયોગ મિલકત પરના બીજા અંગેનું પત્રક પુરતોજ પુરતોજ મર્યાદીત રહેશે આ શોધમા તમા સુધીના નોંધણી થયેલ દસ્તાવેજોનો સમાવેશ થયેલ છે

નોંધ :- સરકાર અથવા આ પ્રમાણપત્ર આપનાર સબરજીસ્ટ્રાર કચેરી આ પ્રમાણપત્રની વિગતોની ચોક્કસાઇ અથવા પ્રત્યક્ષ વિશે બાંચદારી આપતા નથી અને એમાની કોઇપણ માહિતી સંબંધમા નુકસાની માટેના કોઇપણ ફકદાવા માટે તે જવાબદાર રહેશે નહિ

દસ્તાવેજની પકાર અને અવેજ (સાડા પટાના ઇસ્સામાં આકાર પટે આપનાર અથવા પટે રાખનાર આગે છે તે જણાવવું)	દસ્તાવેજ કરી અપનાર પસંદગરનું નામ અથવા દિવાની કોર્ટના ફુકમનામા આદેશના સંબંધમાં પ્રતિવાદીનું નામ	દસ્તાવેજ કરી લેનાર પસંદગરનું નામ અથવા દિવાની કોર્ટના ફુકમનામા આદેશના સંબંધમાં વાદીનું નામ	સહીની તારીખ	દસ્તાવેજ નંબર	શેરો
રા.	NO DATA AVAILABLE	NO DATA AVAILABLE	NO DATA AVAILABLE	NO DATA AVAILABLE	NO DATA AVAILABLE



તારીખ :

સબ-રજીસ્ટ્રાર
એસ.આર.ઓ - SURAT CITY