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વિજય ખોડિદાસ ચૌહાણ

એડવોકેટ

બીજી માળે, ડૉ. શિવનાથ બિલ્ડીંગ, કોર્ટ રોડ,
અંબાજી માતાજી મંદીર સામે, ભાવનગર- ૩૬૪ ૦૦૧
મોબાઈલ : ૯૮૨૫૫૫૫૨૮૫૭

ANNEXURE - B

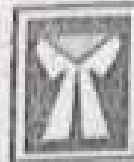
1.	a) Name of the Branch / Business Unit / Office seeking opinion b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded c) Name of the Borrower	STATE BANK OF INDIA Branch : RMME, Nilambaug, Bhavnagar SUBH DEVELOPERS , a partnership firm through its partners SMT.LILABEN VALJIBHAI PATEL, SMT.SHOBHA DHARMESHBHAI PATEL, DHAREMSH VALJIBHAI PATEL, SANJAY KURJIBHAI CHABHADIYA AND BHAVESH TULSI BHAI PATEL
2.	a) Name of the unit / concern / company / person offering the property / (ies) as security b) Constitution of the unit / concern / person / body / authority offering the property for creation of charge c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	SUBH DEVELOPERS , a partnership firm through its partners SMT.LILABEN VALJIBHAI PATEL, SMT.SHOBHA DHARMESHBHAI PATEL, DHAREMSH VALJIBHAI PATEL, SANJAY KURJIBHAI CHABHADIYA AND BHAVESH TULSI BHAI PATEL Firm Project Developers
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 area in case of house property [d] Location like name of the Place, village, city, registration, sub-district etc. boundaries. [e] Boundaries :	land admeasuring 377.57 Sq.Mts. with proposed construction admeasuring 1052.97 Sq.Mts., known as GOKUL RESIDENCY , comprised in leasehold Plot No.2693-C, situated at Krishnanagar, Hill Drive, Bhavnagar bearing city survey ward No.7, sheet No.344, survey No.3089-A paiki EAST : Plot No.2694-A WEST : 9.14 mtr. wide public road NORTH : Plot No.2693-B SOUTH : 9.14 mtr. wide public road
4.	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	1. Original Re-Constitution of Partnership Deed registered at No.4199 dated 18.12.2015 with the receipt for the payment of registration charge, executed between the partners of SUBH DEVELOPERS [Original partnership deed dated 02.12.2015 of SUBH DEVELOPERS is attached with]. 2. Original Re-Conveyance of Mortgage Deed registered at No.4183 dated 17.12.2015 with the receipt for the payment of registration charge, executed in favour of LILABEN VALJIBHAI PATEL AND SHOBHA DHARMESHBHAI PATEL . 3. Original Development Permission No.64 dated 03.11.2015 with approved residential flat building plan for Plot No.2693-C. 4. Original Deposit of Title Deeds registered at No.3298 dated 04.08.2011 with the receipt for the payment of registration charge, executed by LILABEN VALJIBHAI PATEL AND SHOBHA DHARMESHBHAI PATEL . 5. Original Sale Deed registered at No.5325 dated 18.11.2010 with the receipt for the payment of registration charge, executed in favour of SHOBHA DHARMESHBHAI PATEL .



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બીજા માળે, ડૉ. શિવજી બિલ્ડિંગ, ઓપ ટેમ્પલ,
કોર્ટ રોડ ભાવનગર - ૩૬૪ ૦૦૧
મોબાઈલ : ૯૮૨૫૫૫૨૮૫૬

		6. Original Agreement for Sale registered at No.4851 dated 01.10.2010 with the receipt for the payment of registration charge, executed in favour of SHOBHA DHARMESH PATEL AND LILIBEN VALJIBHAI PATEL. 7. Original Sale Deed registered at No.2797 dated 06.09.1989 with true copy of the Index-II, executed in favour of MADHUBEN POPATLAL AND LILIBEN VALJIBHAI. 8. Original Lease Deed registered at No.788 dated 17.03.1988 with true copy of the Index-II. 9. Original Power of Attorney dated 15.11.1989, executed by KANAIYAL RATILAL SANGHVI.
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)	As mentioned above
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?	Online Portal or Computer System is not available
	b) If such online / computer records are available, whether any verification or cross checking are made and the comments / findings in this regard	Not Applicable
	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?	Not Applicable
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	The Sub-Registrar, Bhavnagar-1
	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
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 dog on title is involved, search should be made for a further period, depending on the need for clearance of such dog on the Title	1. The leasehold rights over the Plot No.2693, situated at Krishnanagar, Hill Drive, Bhavnagar was acquired by Kanaiyalal Ratilal Sanghavi from Bhavnagar Nagarpalika in 1971 and he paid occupancy price in Bhavnagar Nagarpalika in 1972 and he carried out residential construction admeasuring 153.11 Sq.Mts. on said plot as per permission No.334 dated 06.03.1973. 2. Bhavnagar Municipal Corporation as Lessor and Kanaiyalal Ratilal Sanghavi as Lessee entered



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અંબાજી માતાજી મંદીર સામે, ભાવનગર- ૩૬૪ ૦૦૧
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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).

into 99 years lease for Plot No.2693-C and lease deed is registered at No.788 dated 17.03.1988 and as per said lease deed, the period of lease is 99 years from 1971 and same will be renew for further 99 years and some other conditions mentioned therein.

3. **SMT.MADHUBEN POPATLAL AND SMT.LILIBEN VALJIBHAI** purchased land admeasuring 377.57 Sq.Mts. with 153.11 Sq.Mts. construction thereon, comprised in leasehold Plot No.2693-C, situated at Hill Drive, Bhavnagar bearing city survey ward No.7, sheet No.344, survey No.3089-A paiki from Kanaiyalal Ratilal Sanghavi through its power of attorney holder Markandray Mansukhlal Bhatt vide sale deed registered at No.2797 dated 06.09.1989 and said property was mutated in the name of said purchaser in city survey record and Bhavnagar Municipal Corporation transferred the same in their names vide its resolution No.106 dated 01.05.1995.
4. **SHOBHA DHARMESH PATEL AND LILIBEN VALJIBHAI PATEL** entered into agreement for sale of undivided 50 % share in land admeasuring admeasuring 188.785 Sq.Mts. with 76.755 Sq.Mts. construction thereon, comprised in leasehold Plot No.2693-C, situated at Hill Drive, Bhavnagar bearing city survey ward No.7, sheet No.344, survey No.3089-A paiki with **MADHUBEN POPATLAL PATEL** and agreement for sale is registered at No.4851 dated 01.10.2010 in the office of The Sub Registrar, Bhavnagar-1 and it appears that said **SHOBHA DHARMESH PATEL** is daughter-in-law of **LILIBEN VALJIBHAI PATEL** and said **LILABEN VALJIBHAI PATEL** relinquished her rights to purchased undivided share of Madhuben Popatlal Patel with Shobha Dharmesh Patel and thereafter said **SHOBHA DHARMESH PATEL** purchased undivided 50 % share in land admeasuring admeasuring 188.785 Sq.Mts. with 76.755 Sq.Mts. construction thereon, comprised in leasehold Plot No.2693-C, situated at Hill Drive, Bhavnagar bearing city survey ward No.7, sheet No.344, survey No.3089-A paiki from **MADHUBEN POPATLAL PATEL** with confirming party **LILIBEN VALJIBHAI PATEL** and sale deed is registered at No.5525 dated 18.11.2010 in the office of The Sub Registrar, Bhavnagar-1 and her name is entered in city survey record and she become joint owner with **LILIBEN VALJIBHAI PATEL** and they both are holding 50 % undivided share in the said property.
5. That said **LILABEN VALJIBHAI PATEL AND SHOBHA DHARMESHBHAI PATEL** availed finance from Saurashtra Gramin Bank, Dawn Chowk Branch, Bhavnagar and mortgage their said property with the Bank by way of deposit of title deeds registered at No.3298 dated



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૨ીજ માળે, ડૉ. શિવશર્મા બિલ્ડીંગ, ડોરી મેડ,
અંબાજી માતાના મંદીર સામે, ભાવનગર- ૩૮૪ ૦૦૧
મોબાઈલ : ૯૮૨૮૮૬૨૮૬૮

	04.08.2011 in the office of The Sub Registrar, Bhavnagar-1 and thereafter they liquidated the said loan and said Bank has executed Re-Conveyance of Mortgage Deed registered at No.4183 dated 17.12.2015 in the office of The Sub Registrar, Bhavnagar-1. 6. Bhavnagar Municipal Corporation approved residential flat building plan for Plot No.2693-C vide its development permission No.64 dated 03.11.2015. 7. SMT.LILABEN VALJIBHAI PATEL AND SMT.SHOBHA DHARMESHBHAI PATEL entered into partnership on 02.12.2015 in the name and style of SUBH DEVELOPERS and deed of partnership has been executed between them on 02.12.2015 and thereafter DHARMESH VALJIBHAI PATEL, SANJAY KURJIBHAI CHABHADIYA AND BHAVESH TULSIBHAI PATEL joined as partners in the said firm and said SMT.LILABEN VALJIBHAI PATEL AND SMT.SHOBHA DHARMESHBHAI PATEL brought their joint property bearing land admeasuring 377.57 Sq.Mts. of leasehold Plot No.2693-C as their capital and deed of reconstitution of partnership deed has been executed between them and same is registered at No.4199 dated 18.12.2015 in the office of The Sub Registrar, Bhavnagar-1 and now said property comes to the ownership of SUBH DEVELOPERS, a partnership firm through its partners SMT.LILABEN VALJIBHAI PATEL, SMT.SHOBHA DHARMESHBHAI PATEL, DHARESH VALJIBHAI PATEL, SANJAY KURJIBHAI CHABHADIYA AND BHAVESH TULSIBHAI PATEL.														
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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	Not Applicable
14.	If the property has been transferred by-way of Gift / Settlement Deed, whether:	Not Applicable
	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	Not Applicable
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	Not Applicable
	(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.	If the title documents include any testamentary documents / wills?	Not Applicable
	(a) In case of wills, whether the Will is a Registered Will or an Unregistered Will?	
	(b) Whether the 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 Mother / Original title deeds are to be explained)	Not Applicable
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?	No
	(c) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable



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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?	No
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	No
	(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	Not Applicable
	(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	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?	No
	(b) Whether any search / enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry	No
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	(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?	Yes and formalities for the same have been completed
	(c) Whether the person(s) creating mortgage has / have authority to create mortgage for and on behalf of the firm	All partners of SUBH DEVELOPERS
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.	No
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



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મોબાઇલ : ૯૮૨૫૫૫૨૮૫૬

(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, NOC's, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats / units (Builder's POA) or (ii) other type of POA (Common POA)	Yes Individual
(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.	Original POA is in file
(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?	Yes Unregistered General One 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?)	POA was in force and not revoked at the time of sale in 1989 and mutation was carried out on the basis of said POA
(g) Please comment on the genuineness of POA?	POA was in genuine at the time of sale and mutation
(h) The unequivocal opinion on the enforceability and validity of the POA?	Not Applicable
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: (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; (n) All legal requirements under the local / Municipal laws, regarding ownership of Flats / Apartments / Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Not Applicable



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M. : 9825552856



વિજય ખોડિદાસ ચૌહાણ

એડવોકેટ

શ્રીમંતુ માળે, ડૉ. શિવનાથ બિલ્ડીંગ, કોર્ટ રોડ,
અંબાજી માતાના મંદીર સામે, ભાવનગર - ૩૬૪ ૦૦૧
મોબાઈલ : ૯૮૨૫૫૫૨૮૫૬

	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any; (p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. (q) Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc.	
30.	Encumbrances, Attachments, and / or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No encumbrances has been found
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	Not Applicable
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Receipt for the payment of municipal taxes is paid
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	Not Applicable
34.	Details of RTC extracts / mutation extracts / Katha extracts pertaining to the property in question	Mutation extract is produce
35.	Whether the name of mortgagor is reflected as owner in the revenue / Municipal / Village records?	Name of mortgagor is reflected as owner
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 Yes Yes
37.	Whether the property can be identified from the following documents, and discrepancy / doubtful circumstam 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 Registrar, if any applicable (d) Other utility bills, if any.	Property is indentified from approved approved building plan, title deeds and utility bills
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	No difERENCE
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.)	Approved sanctioned plan is available
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
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



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વિજય ખોડિદાસ ચૌહાણ

એડવોકેટ

વીજ માળે, ડૉ. શિવનાથ બિલ્ડીંગ, કોર્ટ રોડ,
અંબાજી માતાના મંદીર સામે, ભાવનગર- ૩૬૪ ૦૦૧

મોબાઈલ : ૯૮૨૫૫૫૨૮૫૬

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	Not Applicable
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	SUBH DEVELOPERS, a partnership firm through its partners SMT.LILABEN VALJIBHAI PATEL, SMT.SHOBHA DHARMESHBHAI PATEL, DHAREMSH VALJIBHAI PATEL, SANJAY KURJIBHAI CHABHADIYA AND BHAVESH TULSIBHAI PATEL

Place : Bhavnagar

Date : 19.12.2015


[Signature of the Advocate]
[V. K. CHAUHAN]
Advocate, Bhavnagar
Bar Council of Gujarat
Enrollment No.G/319/1983





ANNEXURE - C CERTIFICATE OF TITLE

1. 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 for last 30 years [from 1986 to 2015] in the office of The Sub-Registrar of Assurance, Bhavnagar on 18.12.2015 vide receipt No.2015011009406. 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). 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 1986 to 2015 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).
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). **NOT APPLICABLE**
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower **SUBH DEVELOPERS**, a partnership firm through its partners **SMT.LILABEN VALJIBHAI PATEL, SMT.SHOBHA DHARMESHBHAI PATEL, DHAREMSH VALJIBHAI PATEL, SANJAY KURJIBHAI CHABHADIYA AND BHAVESH TULSIBHAI PATEL**.
9. I certify that **SUBH DEVELOPERS**, a partnership firm through its partners **SMT.LILABEN VALJIBHAI PATEL, SMT.SHOBHA DHARMESHBHAI PATEL, DHAREMSH VALJIBHAI PATEL, SANJAY KURJIBHAI CHABHADIYA AND BHAVESH TULSIBHAI PATEL** has / have 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.
10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds / documents would create a valid and enforceable mortgage:
 1. Original Re-Constitution of Partnership Deed registered at No.4199 dated 18.12.2015 with the receipt for the payment of registration charge, executed between the partners of **SUBH DEVELOPERS** [Original partnership deed dated 02.12.2015 of **SUBH DEVELOPERS** is attached with].
 2. Original Re-Conveyance of Mortgage Deed registered at No.4183 dated 17.12.2015 with the receipt for the payment of registration charge, executed in favour of **LILABEN VALJIBHAI PATEL AND SHOBHA DHARMESHBHAI PATEL**.

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વિજય ખોડિદાસ ચૌહાણ

એડવોકેટ

બી.એ. માળે, ડૉ. શિવનાથ બિલ્ડિંગ, કોર્ટ રોડ,
અંબાજી માતાના મંદીર સામે, ભાવનગર - ૩૬૪ ૦૦૧
મોબાઈલ : ૯૮૨૫૫૫૨૮૫૬

3. Original Development Permission No.64 dated 03.11.2015 with approved residential flat building plan for Plot No.2693-C.
4. Original Deposit of Title Deeds registered at No.3298 dated 04.08.2011 with the receipt for the payment of registration charge, executed by **LILABEN VALJIBHAI PATEL AND SHOBHA DHARMESHBHAI PATEL**.
5. Original Sale Deed registered at No.5525 dated 18.11.2010 with the receipt for the payment of registration charge, executed in favour of **SHOBHA DHARMESH PATEL**.
6. Original Agreement for Sale registered at No.4851 dated 01.10.2010 with the receipt for the payment of registration charge, executed in favour of **SHOBHA DHARMESH PATEL AND LILIBEN VALJIBHAI PATEL**.
7. Original Sale Deed registered at No.2797 dated 06.09.1989 with true copy of the Index-II, executed in favour of **MADHUBEN POPATLAL AND LILIBEN VALJIBHAI**.
8. Original Lease Deed registered at No.788 dated 17.03.1988 with true copy of the Index-II.
9. Original Power of Attorney dated 15.11.1989, executed by **KANAIYAL RATILAL SANGHVI**.

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

SCHEDULE OF THE PROPERTY

All that piece of parcel of land admeasuring 377.57 Sq.Mts. with proposed construction admeasuring 1052.97 Sq.Mts., known as **GOKUL RESIDENCY**, comprised in leasehold Plot No.2693-C, situated at Krishnanagar, Hill Drive, Bhavnagar bearing city survey ward No.7, sheet No.344, survey No.3089-A paiki and bounded as under :

EAST : Plot No.2694-A

WEST : 9.14 mtr. wide public road.

NORTH : Plot No.2693-B

SOUTH : 9.14 mtr. wide public road 1-A and Plot No.901-C

Date : 19.12.2015

Place : Bhavnagar

[Signature of the Advocate]

[**V. K. CHAUHAN**]

Advocate, Bhavnagar

Bar Council of Gujarat

Enrollment No.G/319/1983



મહત્વ પૂર્ણ

મેટ્રિકલુ વર્ણન ચોક્કસ નં 7 કોડ નં 314 સર્વે નં 2023/2024 પોલ નં 2023/2024

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Shirley M. Smith, 445 Pine St., Seattle, 10 May

આવેશમાંથી એક વાત બહાર પડી છે.

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