

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.	Not applicable
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour 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?	The party concerned be directed to produce up to date taxes paid receipt.
33.	(a) Urban land ceiling clearance, whether required & 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.	Revenue record is duly mutated in the name of Present owners.
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? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether 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? (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.	Party concerned be directed to produce the necessary documents on bank record.
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.	Not applicable
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 adv.)	Valuation report is not 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.	Property can be mortgaged after due execution of sale deed in favor of respective flat owners.
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes.
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not applicable
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage & additional precautions, if any to be taken in such cases.	Not applicable
44.	Additional aspects relevant for investigation of title as per local laws.	
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	After creation of EM, notice is to be given to Sub-sub-registrar.

46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	The prospective purchasers of flat / shop
	Mobile No. of applicant / borrower : 9423128782	

Akola
Date 03.02.2016

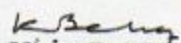

Kiran B. Khot
Advocate

FLOW OF TITLE.

So far as the flow of title of property is concerned, it appears from the revenue record that :-

- a) Initially prior to the considered period the plot in question i.e. layout plot bearing No. 28 (Rev. Case No. 15/2/1965-66, Dt. 22/09/1966 and revised Rev. Case No. 7/2/1971-72, Dt. 02/10/1971) out of field survey No. 6 & 5/3 of mouje Sukapur, Tq. & Dist. Akola was owned and possessed by Shri Mahadeo Raghavji Parhate who purchased the plot from the original owner of the said layout Shri Trivikram Vaijanath Godbole vide Regd. Purchase deed bearing No. 353, Dt. 17/01/1972, entry of the transaction is duly mutated in the revenue record at fer-far entry No. 197.
- b) Shri Mahadeo Raghavji Parhate sold out the plot No. 28 to Sau. Sushilabai Madhavrao Pundkar vide Regd. Sale deed bearing No. 4343, Dt. 05/12/1977 for consideration of Rs. 9000/-, entry of the transaction is duly mutated in the revenue record.
- c) Smt. Sushilabai Madhavrao Pundkar availed loan of an amount of Rs. 1,75,000/- from The Washim Urban Co-op. Bank Ltd. and mortgaged the property vide Regd. Mortgage deed bearing No. 495, Dt. 13/02/2006, entry of the transaction is duly mutated in the fer-far register at Sr. No. 3980, Dt. 25/04/2006.
- d) Smt. Sushilabai Madhavrao Pundkar is reported died on Dt. 04/12/2006 leaving behind her legal heirs namely Shri Kishor Madhavrao Pundkar, Shri Sudhir Madhavrao Pundkar, Sau. Rajani Gangadhar Pund and Sau. Sandhya Rajiv Chopde, the legal heirs obtained legal heirs certificate from Civil Court vide order passed in MJC No. 19/2008 Dt. 07/03/2008 and the property is duly mutated in their name as per fer-far entry No. 4362, Dt. 27/11/2009.
- e) The legal heirs namely Shri Kishor Madhavrao Pundkar, Shri Sudhir Madhavrao Pundkar, Sau. Rajani Gangadhar Pund and Sau. Sandhya Rajiv Chopde repaid the said out standing loan and The Washim Urban Co-op. Bank executed a deed of re-conveyance in their favor which is registered before the sub-registrar, Akola at Sr. No. 5780, Dt. 13/03/2012.
- f) Said Shri Kishor Madhavrao Pundkar, Shri Sudhir Madhavrao Pundkar, Sau. Rajani Gangadhar Pund and Sau. Sandhya Rajiv Chopde executed sale deed of the said layout plot No. 28 referred above which is now bearing Nazul Sheet No. 9, Nazul plot No. 15/138 in favor of Shri Vilas Shaligram Tayade, Shri Prashant Gajanan Sujdekar, Shri Sachin Gajanan Tidole and Shri Santosh Sudhakar Lokhande vide Regd. Sale deed bearing No. 2551, Dt. 15/10/2015 for consideration of Rs. 28,00,000/-, entry of the transaction is duly mutated in the fer-far register at Sr. No. 7345, Dt. 03/11/2015.
- g) Name of the present owners is duly mutated in revenue record and as such, the entire link in the flow of title of property has been duly established and all the legal formalities have been duly complied with.

Akola
Date 03.02.2016


Kiran B. Khot
Advocate

Adv. Kiran B. Khot
Keshav Nagar, Dr. Hedgewar Marg, AKOLA
Regd. No. 2705 Dt. 30/09/2002

CERTIFICATE OF TITLE - ANNEXURE-C.

I have examined the original title deeds relating to the scheduled property and offered as security by way of equitable 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 equitable mortgage is created (after due execution of sale deed in favor of the prospective purchasers of the flat / shop), it will satisfy requirements of creation of equitable mortgage & I further certify that :

- 2) I have examined the documents in detail taking into account all the guidelines and other relevant factors.
- 3) I confirm having made a search in the land/ revenue records. I also confirm having verified and checked the records of the relevant Government offices, Sub-Registrar offices, Revenue Records, Municipal/ Panchyat office, Land acquisition office. I do not find anything adverse, which would prevent the Title Holder from creating a valid mortgage.
- 4) Following scrutiny of land record / Revenue records and relative Title Deeds certified copies of such title deeds obtained from the concerned registrar office, I hereby certify the genuineness of the Title Deeds of present owner. Suspicious/Doubts if any, has been clarified by making necessary inquiries.
- 5) There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from Year 1897 to 2016 pertaining to the immovable Property covered by above said Title Deeds, except the mortgage of The Washim Urban Co-op Bank which is duly re-conveyed by the bank. The property is free from all Encumbrances.
- 6) Not applicable. (In case of Second Subsequent Charge if any)
- 7) There is no interest of minor in the property.
- 8) The mortgage if created will be available to Bank for the liability of intending Borrowers / prospective purchaser of respective flats / Shops.

K. B. Khot
Adv. Kiran B. Khot

9) I certify that Shri Vilas Shaligram Tayade, Shri Prashant Gajanan Sujdekar, Shri Sachin Gajanan Tidole and Shri Santosh Sudhakar Lokhande has absolute, clear and marketable title over the schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable. The intending borrowers will get title after due execution of sale deed of the flat in question in their favor.

10) In case of creation of mortgage by deposit of title deed I certify that the deposit of the following title deed/ documents would create a valid and enforceable mortgage.

- a. Party concerned be directed to produce copies of all scrutinized documents as per paragraph No. 4 on record.
- b. Affidavit may be obtained from the party concerned declaring that they/he/She has full, absolute and unhindered right, title interest to and over the scheduled property and nobody else has any right, title or interest in the scheduled property. The other contents of the affidavit should be obtained as per the format of the bank.

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

SCHEDULE OF THE PROPERTY

Description of Plots : Mouje Sukapur, Tq. & Dist. Akola, Field Survey No. 5, 6/3 layout plot No. 28, measuring 5040 sq. fts. i.e. 468.22 sq. mts. and a proposed multi storied residential building there up on.

Which is bounded by :

- To the East- Service Lane,
- To the West - Road
- To the North - Road
- To the South - Layout plot No. 37.

Akola
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Kiran B. Khot
Advocate

Adv. Kiran B. Khot
Keshav Nagar, Dr. Hedgewar Marg, AKOLA
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