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इतर पावती

Original/Duplicate

Monday, 17 July 2017 3:17 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 5160 दिनांक: 17/07/2017

पावतीचे नाव: अमरावती

इस्तऐवजाचा अनुक्रमांक: अरन1-0-2017

इस्तऐवजाचा प्रकार :

सादर करण्याचे नाव: अँड पी यु देशमुख रा अमरावती

वर्षाने अर्ज क्रमांक 3281 मीठा अमरावती नमुन शिट क्र 68 वी, फाँट क्र 67 (सन 1988 ते 2017) 30 वर्ष

मोघ व निरीक्षणे

₹. 750.00

एकूण:

₹. 750.00

Sub Registrar, Amaravati

1); देण्याचा प्रकार: By Cash खाता: ₹ 750/-

सह - दुय्यम निरीक्षक पत्र-२

अमरावती, 17/7-१



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No.

Date :

Annexure – B: Report of Investigation of Title in respect of immovable Property.

(All columns/items are to be completed/commented by the panel advocate)

1	a) Name of the Branch/Business Unit /Office seeking opinion.	TO WHOMSOEVER IT MAY CONCERN
	b) Reference Number and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Nil
	c) Name of the Borrower	Jog Charitable Medical Relief Fund, Amravati, a registered Trust, through its Developer M/s.Rachana Builders & Developers, a Partnership Firm, through its Partner Shri Shailesh Manoharrao Wankhade, r/o Motinagar, near Motibag, Amravati, Tq. & Dist. Amravati.
2	a) Name of the unit/ concern/ company/ person offering the property/(ies) as security.	Individual
	b) Constitution of the unit/ concern/ person/body/authority offering the property for creation of charge.	Individual
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.).	Applicant
3	Complete or full description of the immovable property/(ies) offered as security including the following details.	
	(a) Survey No.	Nazul sheet No.68-B
	(b) Door/House no. (in case of house property).	
	(c) Extent/ area including plinth/ built up area in case of house property.	As mentioned in the schedule of property
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mouje Amravati, Pragane Badnera, Tq. & Dist. Amravati



OFFICE Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No. _____

2

Date: _____

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.				
	Sr. No.	Date	Name/Nature of the document	Original/Certified copy/certified extract/photocopy etc.	In case of copies whether the original was scrutinized by the Advocate
	1.	29/1/2000	Copy of Order passed by 2 nd Jt.C.J.S.D., Amravati	Photocopy	
	2.	15/11/2014	Copy of order of Jt. Charity Commissioner, Amravati	Photocopy	
	3.	8/12/2015	Development Agreement alongwith Power of Attorney.	Original	
	4.	30/6/2016	Building plan	Photocopy	
	5.	26/11/2015	P.R.Card	Certified	
	6.	16/6/2016	Order passed by SDO, Amravati for commercial user	Certified	
	7.	19/5/2017	Revised building plan	Photocopy	
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.)			That the above mentioned title deeds are compared with the relevant sub-registrar office.	
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			Records from the year 2002 to 2016 are available on online.	



OFFICE : Near Dr. Beisare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No.

Date

3

	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.	Online records from the year 2002 to 2016 are available.
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No
7	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar Office, Camp, Amravati
	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?	Not applicable
	c) Whether search has been made at all the offices named at (b) above?	Not applicable
	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?	Not applicable
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. 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) <u>Title History for last 30 years:-</u> Upon verification of the Index-II register and Revenue Records I find that the	



Ref. No.

4

Date

nazul plot No.67, sheet No.68-B, admeasuring 40387 sq.ft. (3752.1 sq.mtrs.) of Mouje Amravati was the Government land for the period relevant to this search report.

Thereafter I find that late P.N.Jog who had earmarked and made available corpus fund of Rs.50,000/- for creation of the trust so as to provide medical facilities through the charitable institution for economically weaker section of the society on no profit no loss basis on 12/6/1901.

I further find that the said P.N.Jog had applied for grant of land for hospital purpose before the Authority of Govt. of India in the year 1901. Considering the aim and object of the charitable and medical activity of late P.N.Jog, then Govt. of India was pleased to grant land for the said purpose on 13/7/1911 as per vide letter no.608/2602(2) dated 13/7/1911 and allotted aforesaid land, admeasuring 3752.1 sq.mtrs. (40387 sq.ft.), which bears nazul sheet no.68-B, plot no.67 of Mouje Amravati.

I further find that the Settlement Officer in survey case no.2093/1927-28 had confirmed the said grant in favour of the trust in view of the provisions of Section 54, sub-section (2) of Benar Land Revenue Code, 1928.

I further find that in view of the said section of the Code all persons who prior to commencement of the act have been granted or have held rights in unalienated non-agriculture land under the style of occupancy or under lease, which entitles them to hold in perpetuity shall be deemed to be occupants within the meaning of the Code and all restrictions imposed on their rights shall be of no effects. Meaning thereby that the trust holds the land under reference in perpetuity in view of the grant of lease issued by the Govt. of India.

I further find that after the formation of State of Maharashtra, the Maharashtra Land Revenue Code, 1966 came into force and as per the said new Code all the grants confirmed and recognized by the old Code have been saved and as such the lease granted in favour of trust is accepted and recognized as lease in perpetuity of permanent nature.

Thereafter I find that the land under reference, which was allotted by the Govt. to the trust on 13/7/1911 was in continuous possession of the said trust and the name of the trust popularly known as 'Jog Dharmarth Dawakhana' was recorded in nazul record and P.R.Card of the said land was prepared in the name of the trust. Thus the trust being the lessee of the land under reference is utilizing the said land in perpetuity of permanent nature.



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No.

5

Date :

I further find that in due course of time i.e. after coming into force the Bombay Public Trust Act, 1950, late P.N.Jog had registered the said activity in the name of Jog Charitable Medical Relief Fund, Amravati, which bears PTR No.E-4/Amravati, having its Office at Prabhat Square, Amravati on 9/8/1961.

I further find that during the enquiry of my title verification of the property under reference, I have gone through the relevant papers submitted before me and I find that an enquiry proceeding was started by the Collector, Amravati about the perpetual grant granted to the Jog Charitable Trust by Govt. in 1980. Accordingly, a letter was written by Collector bearing no.IND-4678/3300/1211 dated 28/8/1980 to the Commissioner, Nagpur Division, Nagpur and in the said letter they have alleged that the trust has committed breach of the condition of the grant and hence the land granted by the Govt. to the trust in the year 1911 is liable to be cancelled. In terms, the Commissioner, Nagpur Division, Nagpur had again written letter to the Collector, Amravati to take the suitable action against the trust about breach of condition of the grant. Therefore, after making inquiry, the Collector, Amravati issued a letter no.Nazul/Desk-III/1A/WS/383/93 in the name of the trust. As per the said letter, the Collector passed administrative order and has cancelled the grant and treated the same as vested in the State of Maharashtra. As against the said administrative order of Collector dated 14/5/1993, the trust has preferred an appeal bearing no.2/MLR/247/92-93 before the Additional Commissioner, Amravati. In the said appeal, the order of Collector was maintained by the Commissioner on 27/8/1993.

Thereafter I find that against the order of Collector & Commissioner, Amravati, a regular civil suit bearing no.646/93 was filed by Trust against the Govt. i.e. Collector, Amravati. In the said suit, the trust had claimed the relief of declaration and permanent injunction against the State Government in respect of the said property alongwith the relief of cancellation of the order passed by Collector and also Commissioner, Amravati.

I further find that the said civil suit No.646/93 was finally decided by 2nd J.C.J.J.D., Amravati on 29/1/2000. The finding of the Court in the said suit that "It is declared that the so called administrative action on the part of the Collector, Amravati initiated on the basis of letter no.nazul/desk-II/Ak/WS/383/93 dated 14.5.1993 and confirmed further by Additional Commissioner in Rev.Appeal No.2/MLB/247/1992-93 decided on 27/8/1993 are all nonest and without any legal consequence on the right of the plaintiff."

The Hon'ble Court has further granted relief in favour of trust by granting



OFFICE : Near Dr. Belsara's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No.

Date:

6

injunction against the Collector and by grant of injunction the Collector is hereby permanently restrained from taking any further action against the trust to interfere or abrogate its right on the basis of aforesaid impugned order.

Therefore, as per the order of 2nd Jt.C.J.J.D., Amravati, the subject matter of this present report i.e. land granted by Govt. to the trust in the year 2011 is restored as it is and thus since the date of decision of 2nd Jt.C.J.J.D., Amravati dated 29/1/2000, the said land is in possession of the trust in perpetuity i.e. permanent lessee of the said land. As well as on the basis of the order passed by 2nd Jt.C.J.J.D., Amravati in R.C.S.No.646/1993 dated 29/1/2000, the Collector, Amravati has corrected the P.R.Card and mutation entry of the said land is recorded in the name of Jog Dhamarth Hospital as per mutation entry No.8475 dated 3/11/2002. Thus Jog Charitable Trust became the permanent lessee of the land under reference.

I further find that the said trust applied before S.D.O., Amravati vide Rev.Case No.LNA-22/Amravati/217/2015-16 for permission to use land admeasuring 2636.86 sq.mtrs. from property under reference, total admeasuring 3752.1 sq.mtrs. That the S.D.O., Amravati by relying upon Govt.resolution No.Land-2499/P.No.-125/J-8 dated 23/12/2015 granted permission for the commercial user of the land admeasuring 2636.86 sq.mtrs. vide order passed on 16/6/2016. That the S.D.O., Amravati had granted permission for the said commercial user to the trust subject to deposit of 25% amount of the cost of the property, which has been duly paid by the said trust. I further find that the mutation of the said order passed by SDO, Amravati has been duly given effect and recorded as per mutation entry No.12334 dated 20/6/2016 in the P.R.Card of the property under reference by the competent authority.

I further find that the Executive Committee of the trust now realized that due to passage of time and with increase in population and requirement of medical relief, the best medical equipments for the weaker section of the society are not available with its existing hospital and that the potential of the said land has not been fully utilized by it and therefore, the land owner trust decided to construct a new well equipped charitable hospital and commercial complex on the said land.

I further find that in view of the facts and circumstances, the trust had moved an application no.23/2012 for grant of permission before Hon'ble Joint Charity Commissioner, Amravati under Section 36(1)(B) of the Bombay Public Trust Act, 1950. After following due process and negotiations, the Hon'ble Charity Commissioner, Amravati, being the highest bid of Rachana Builders & Developers



OFFICE Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref No.

7

Date

have been accepted and accordingly, permission is granted to develop the land of trust as per vide order dated 15/11/2014.

I further find that having understood the scheme of development the Executive Committee of the trust accorded its approval to the execution of the said scheme of the development vide resolution nos.3 & 4 passed in their meeting dated 14/8/2015.

Thereafter I find that after granting permission by the Hon'ble Joint Charity Commissioner, Amravati for construction of multi utility hospital and commercial complex, the concerning resolution nos.3 & 4 dated 14/8/2015 have also been passed by Executive Committee of the trust and accordingly, a development agreement and power of attorney are registered by the land owner trust in favour of developer i.e. M/s.Rachana Builders & Developers, Amravati with Sub-Registrar Office, Amravati and registered the said documents with Sub-Registrar, Amravati on 8/12/2015 registered at Sr.Nos.4633 & 4634 respectively. As well as the terms and conditions for the development of the property are specifically mentioned in the development agreement by parties to the agreement.

I further find that as per the basic terms of development agreement, the trust do hereby agree to allow the developer to develop the aforesaid land by constructing the multi storied multi utility hospital building and commercial complex and further agrees to grant on lease the shops and office premises to the interested persons out of the proposed commercial complex initially for a period of 30 years with a clause of renewal of lease on mutual agreed terms, between the landlord and tenant, but subject to prior permission from competent authority.

Thereafter I find that the trust has authorized and given power of develop to the developer as per the terms of development agreement. The developer shall be entitled to enter into an agreement of lease for the maximum period of 30 years with a clause of renewal of the lease on mutually agreed terms, in respect of the shops and office premises out of the proposed commercial complex to be constructed on the portion of the said land described above. The developer shall be further entitled to enter into the agreement of lease in respect of the shops & office premises by recovering such amount by way of premium from such person, who is interested to book the shop and office in the scheme, as developer may deems fit. The developer shall be further entitled to receive earnest money or the instalment of amount of the premium from the intending lessee and to execute the agreement of lease in favour of such intending lessee and get such agreement of lease duly registered with the Sub



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No.

Date :

8

Registrar,

Thereafter I find that as per the terms of development agreement, the developer has prepared a plan of multistoried with multi utility hospital and commercial complex. The building plan which was submitted by the developer before Town Planning Authority of Municipal Corporation, Amravati, has been approved & sanctioned by the Municipal Authority as per building permit No.2125 dated 30/3/2016.

I further find that after sanction of the aforesaid building plan, the scheme owner has further applied for modification of the said plan before the Town Planning Authority of Municipal Corporation, Amravati as per application dated 1/3/2017. The said application filed by the scheme owner was considered by the Municipal Authority and separate permission for construction of the multistoried building has been granted by the A.D.T.P., M.C., Amravati as per order no.8 dated 19/5/2017.

In the 'Rachana Shri' commercial market, there are total 256 shop units. The details of the shops as per building plan are as under:-

LOWER GROUND FLOOR

UNIT NO.	CARPET AREA	BUILT UP AREA	PLOT AREA	% LAND SHARE
SQ MT	SQ FT	SQ MT	SQ FT	
LOWER GROUND FLOOR				
LG1	20.46	220.15	22.72	244.47
LG2	20.46	220.15	21.93	235.97
LG3	20.46	220.15	21.57	232.09
LG4	20.46	220.15	21.57	232.09
LG5	20.46	220.15	21.57	232.09
LG6	22.73	244.57	24.68	265.56
LG7	20.49	220.47	21.18	227.90
G8	20.11	216.38	21.06	226.61
G9	20.11	216.38	21.06	226.61
LG10	20.11	216.38	21.06	226.61
G11	19.7	211.97	20.85	224.35
G12	20.11	216.38	22.04	237.15
G13	20.49	220.47	21.83	234.89
G14	20.62	221.87	22.74	244.68
LG15	20.62	221.87	22.74	244.68
LG16	19.7	211.97	20.17	217.03
17	21.25	228.65	22.58	242.96
18	20.11	216.38	21.06	226.61
19	20.11	216.38	21.06	226.61
20	20.11	216.38	21.06	226.61
21	20.11	216.38	21.06	226.61
22	20.49	220.47	21.83	234.89
23	23.89	257.06	24.68	265.56
24	20.44	219.93	21.57	232.09
25	20.44	219.93	21.57	232.09
26	20.44	219.93	21.57	232.09
27	20.44	219.93	21.93	235.97



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No.

9

Date:

28	20.44	219.93	22.75	244.79	8442.22	0.269
29	19.26	207.24	20.55	221.12	8442.22	0.243
30	18.9	203.36	19.82	213.26	8442.22	0.235
31	18.9	203.36	19.82	213.26	8442.22	0.235
32	18.9	203.36	20.14	216.71	8442.22	0.239
33	17.8	191.53	19.49	209.71	8442.22	0.231
34	19.34	208.10	20.78	223.59	8442.22	0.246
35	19.34	208.10	20.78	223.59	8442.22	0.246
36	19.34	208.10	20.78	223.59	8442.22	0.246
37	19.34	208.10	20.78	223.59	8442.22	0.246
38	19.34	208.10	20.78	223.59	8442.22	0.246
39	28.04	301.71	29.8	320.65	8442.22	0.353
40	19.34	208.10	20.78	223.59	8442.22	0.246
41	19.34	208.10	20.78	223.59	8442.22	0.246
42	19.34	208.10	20.78	223.59	8442.22	0.246
43	19.34	208.10	20.78	223.59	8442.22	0.246
44	19.34	208.10	20.78	223.59	8442.22	0.246
45	17.32	186.36	19.38	208.53	8442.22	0.230
46	18.9	203.36	20.14	216.71	8442.22	0.239
47	18.9	203.36	19.82	213.26	8442.22	0.235
48	18.9	203.36	19.82	213.26	8442.22	0.235
49	19.26	207.24	20.55	221.12	8442.22	0.243
total b/up area of shop		1048.62		8442.22		12.421
total b/up area of hospital		159.8		8442.22		6.631
grand total		1608.42		8442.22		19.052

UPPER GROUND FLOOR

UNIT NO.	CARPET AREA	BUILT UP AREA	PLOT AREA	% LAND SHARE
SQ MT	SQ FT	SQ MT	SQ FT	
UPPER GROUND FLOOR				
UG1	20.46	220.15	22.72	244.47
UG2	20.46	220.15	21.93	235.97
LG3	20.46	220.15	21.57	232.09
LG4	20.46	220.15	21.57	232.09
LG5	20.46	220.15	21.57	232.09
UG6	22.73	244.57	24.68	265.56
LG7	20.49	220.47	21.83	234.89
G8	20.11	216.38	21.06	226.61
G9	20.11	216.38	21.06	226.61
LG10	20.11	216.38	21.06	226.61
11	19.7	211.97	20.85	224.35
G12	20.11	216.38	22.04	237.15
G13	20.49	220.47	21.83	234.89
G14	20.62	221.87	22.74	244.68
LG15	19.26	207.24	20.55	221.12
LG16	18.9	203.36	19.82	213.26
17	18.9	203.36	19.82	213.26
18	18.9	203.36	20.14	216.71
19	19.34	208.10	21.53	231.66
20	19.34	208.10	20.78	223.59
21	19.34	208.10	20.78	223.59
22	19.34	208.10	20.78	223.59
23	28.04	301.71	29.80	320.65
24	19.34	208.10	20.78	223.59
25	19.34	208.10	20.78	223.59



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No. _____

Date: _____

10

26	19.34	208.10	20.78	223.59	8442.22	0.246
27	19.34	208.10	21.53	231.66	8442.22	0.255
28	20.63	221.98	22.74	244.68	8442.22	0.269
29	19.7	211.97	21.66	233.06	8442.22	0.257
30	20.49	220.47	22.04	237.15	8442.22	0.261
31	20.11	216.38	21.06	226.61	8442.22	0.249
32	20.11	216.38	21.06	226.61	8442.22	0.249
33	20.11	216.38	21.06	226.61	8442.22	0.249
34	20.11	216.38	21.06	226.61	8442.22	0.249
35	20.49	220.47	21.83	234.89	8442.22	0.259
36	23.88	256.95	24.68	265.56	8442.22	0.292
37	20.46	220.15	21.57	232.09	8442.22	0.256
38	20.46	220.15	21.57	232.09	8442.22	0.256
39	20.46	220.15	21.57	232.09	8442.22	0.256
40	20.46	220.15	21.93	235.97	8442.22	0.260
41	20.46	220.15	22.72	244.47	8442.22	0.269
42	19.26	207.24	20.55	221.12	8442.22	0.243
43	18.9	203.36	19.82	213.26	8442.22	0.235
44	18.9	203.36	19.82	213.26	8442.22	0.235
45	18.9	203.36	20.14	216.71	8442.22	0.239
TOTAL B/UP AREA OF SHOP		969.36		8442.22		11.482
TOTAL B/UP AREA OF HOSPITAL		582.85		8442.22		6.904
COMMON AMINITIES		103.22		8442.22		1.223
1635.43			8442.22			19.609
FIRST FLOOR						
UNIT NO.	CARPET AREA	BUILT UP AREA	PLOT AREA	% LAND SHARE		
SQ MT	SQ FT	SQ MT	SQ FT			
FIRST FLOOR						
101	20.46	220.15	22.72	244.47	8442.22	0.269
102	20.46	220.15	21.93	235.97	8442.22	0.260
103	20.46	220.15	21.57	232.09	8442.22	0.256
104	20.46	220.15	21.57	232.09	8442.22	0.256
105	20.46	220.15	21.57	232.09	8442.22	0.256
106	22.73	244.57	24.68	265.56	8442.22	0.292
107	20.49	220.47	21.83	234.89	8442.22	0.259
108	20.11	216.38	21.06	226.61	8442.22	0.249
109	20.11	216.38	21.06	226.61	8442.22	0.249
110	20.11	216.38	21.06	226.61	8442.22	0.249
111	19.7	211.97	20.85	224.35	8442.22	0.247
112	20.11	216.38	22.04	237.15	8442.22	0.261
113	20.49	220.47	21.83	234.89	8442.22	0.259
114	20.62	221.87	22.74	244.68	8442.22	0.269
115	19.26	207.24	20.55	221.12	8442.22	0.243
116	18.9	203.36	19.82	213.26	8442.22	0.235
117	18.9	203.36	19.82	213.26	8442.22	0.235
118	18.9	203.36	20.14	216.71	8442.22	0.239
119	19.34	208.10	21.53	231.66	8442.22	0.255
120	19.34	208.10	20.78	223.59	8442.22	0.246
121	19.34	208.10	20.78	223.59	8442.22	0.246
122	19.34	208.10	20.78	223.59	8442.22	0.246
123	28.04	301.71	29.80	320.65	8442.22	0.353
124	19.34	208.10	20.78	223.59	8442.22	0.246
125	19.34	208.10	20.78	223.59	8442.22	0.246



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref No. _____

11

Date: _____

126	19.34	208.10	20.78	223.59	8442.22	0.246
127	19.34	208.10	21.53	231.66	8442.22	0.253
128	20.63	221.98	22.74	244.68	8442.22	0.269
129	19.7	211.97	21.66	233.06	8442.22	0.257
130	20.49	220.47	22.84	237.15	8442.22	0.261
131	20.11	216.38	21.06	226.61	8442.22	0.249
132	20.11	216.38	21.06	226.61	8442.22	0.249
133	20.11	216.38	21.06	226.61	8442.22	0.249
134	20.11	216.38	21.06	226.61	8442.22	0.249
135	20.49	220.47	21.83	234.89	8442.22	0.259
136	23.88	256.95	24.68	265.56	8442.22	0.292
137	20.46	220.15	21.57	232.09	8442.22	0.256
138	20.46	220.15	21.57	232.09	8442.22	0.256
139	20.46	220.15	21.57	232.09	8442.22	0.256
140	20.46	220.15	21.93	235.97	8442.22	0.260
141	20.46	220.15	22.72	244.47	8442.22	0.269
142	19.26	207.24	20.55	221.12	8442.22	0.243
143	18.9	203.36	19.82	213.26	8442.22	0.235
144	18.9	203.36	19.82	213.26	8442.22	0.235
145	18.9	203.36	20.14	216.71	8442.22	0.239

TOTAL B/UP AREA OF SHOP	969.36	8442.22	11.482
TOTAL B/UP AREA OF HOSPITAL	582.85	8442.22	6.904
COMMON AMINITIES	188.70	8442.22	2.235
1733.91	8442.22	20.539	

SECOND FLOOR

UNIT NO.	CARPET AREA	BUILT UP AREA	PLOT AREA	% LAND SHARE
SQ MT	SQ FT	SQ MT	SQ FT	

SECOND FLOOR

201	23.53	253.18	23.92	257.38	8442.22	0.283
202	20.79	223.70	21.57	232.09	8442.22	0.256
203	20.79	223.70	21.57	232.09	8442.22	0.256
204	20.79	223.70	21.57	232.09	8442.22	0.256
205	20.79	223.70	21.57	232.09	8442.22	0.256
206	22.79	245.22	21.57	232.09	8442.22	0.256
207	20.4	219.50	21.37	229.94	8442.22	0.253
208	30.14	324.31	30.92	332.70	8442.22	0.366
209	20.4	219.50	21.37	229.94	8442.22	0.253
210	20.79	223.70	21.57	232.09	8442.22	0.256
211	20.79	223.70	21.57	232.09	8442.22	0.256
212	20.79	223.70	21.57	232.09	8442.22	0.256
213	20.79	223.70	21.57	232.09	8442.22	0.256
214	20.79	223.70	21.57	232.09	8442.22	0.256
215	23.12	248.77	23.51	252.97	8442.22	0.278
216	19.64	211.33	20.18	217.14	8442.22	0.239
217	18.93	203.69	19.82	213.26	8442.22	0.235
218	20.16	216.92	21.07	226.71	8442.22	0.250
219	20.87	224.56	21.43	230.59	8442.22	0.254
220	38.61	415.44	40.87	439.76	8442.22	0.484
221	20.17	217.03	21.42	230.48	8442.22	0.254
222	30.87	332.16	31.61	332.52	8442.22	0.256
223	33.42	359.60	35.46	381.55	8442.22	0.420
224	10.26	110.40	10.99	118.25	8442.22	0.130



OFFICE Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref No

12

Date

225	19.34	208.10	21.24	228.54	8442.22	0.252
226	19.34	208.10	26.78	288.15	8442.22	0.317
227	19.34	208.10	26.78	288.15	8442.22	0.317
228	19.34	208.10	26.78	288.15	8442.22	0.317
229	28.04	301.71	23.8	256.09	8442.22	0.282
230	19.34	208.10	20.78	223.59	8442.22	0.246
231	19.34	208.10	20.78	223.59	8442.22	0.246
232	19.34	208.10	20.78	223.59	8442.22	0.246
233	19.34	208.10	21.24	228.54	8442.22	0.252
234	10.26	110.40	10.99	118.25	8442.22	0.130
235	32.42	348.84	35.46	381.55	8442.22	0.420
236	20.17	217.03	21.42	230.48	8442.22	0.254
237	20.87	224.56	21.61	232.52	8442.22	0.256
238	38.61	415.44	40.87	439.76	8442.22	0.484
239	19.64	211.33	20.18	217.14	8442.22	0.239
240	18.93	203.69	19.82	213.26	8442.22	0.235
241	20.16	216.92	21.07	226.71	8442.22	0.250
242	20.87	224.56	21.43	230.59	8442.22	0.254

TOTAL B/UP AREA OF SHOP 958.45 8442.22 11.353

TOTAL B/UP AREA OF HOSPITAL 70.26 8442.22 0.832

COMMON AMINTTIES 198.30 8442.22 2.349
1226.01 8442.22 14.522

THIRD FLOOR

UNIT NO.	CARPET AREA	BUILT UP AREA	PLOT AREA	% LAND SHARE
SQ MT	SQ FT	SQ MT	SQ FT	
THIRD FLOOR				
301	23.53	253.18	23.92	257.38
302	20.79	223.70	21.57	232.09
303	20.79	223.70	21.57	232.09
304	20.79	223.70	21.57	232.09
305	20.79	223.70	21.57	232.09
306	20.79	223.70	21.57	232.09
307	20.4	219.50	21.37	229.94
308	30.14	324.31	30.92	332.70
309	20.4	219.50	21.37	229.94
310	20.79	223.70	21.57	232.09
311	20.79	223.70	21.57	232.09
312	20.79	223.70	21.57	232.09
313	20.79	223.70	21.57	232.09
314	20.79	223.70	21.57	232.09
315	23.12	248.77	23.51	252.97
316	19.64	211.33	20.18	217.14
317	18.93	203.69	19.82	213.26
318	20.16	216.92	21.07	226.71
319	20.87	224.56	21.43	230.59
320	38.61	415.44	40.87	439.76
321	20.17	217.03	21.42	230.48
322	30.87	332.16	21.61	232.52
323	33.42	359.60	35.46	381.55
324	10.26	110.40	10.99	118.25
325	29.34	315.70	21.24	228.54
326	29.34	315.70	20.78	223.59
327	29.34	315.70	20.78	223.59



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No.

13

Date:

328	29.34	315.70	20.78	223.59	8442.22	0.246
329	28.04	301.71	29.8	320.65	8442.22	0.353
330	29.34	315.70	20.78	223.59	8442.22	0.246
331	29.34	315.70	20.78	223.59	8442.22	0.246
332	29.34	315.70	20.78	223.59	8442.22	0.246
333	29.34	315.70	21.24	228.54	8442.22	0.252
334	10.26	110.40	10.99	118.25	8442.22	0.130
335	32.42	348.84	35.46	381.55	8442.22	0.420
336	20.17	217.03	21.42	230.48	8442.22	0.254
337	20.87	224.56	21.61	232.52	8442.22	0.256
338	38.61	415.44	40.87	439.76	8442.22	0.484
339	19.64	211.33	20.18	217.14	8442.22	0.239
340	18.93	203.69	19.82	213.26	8442.22	0.235
341	20.16	216.92	21.07	226.71	8442.22	0.250
342	20.87	224.56	21.43	230.59	8442.22	0.254
TOTAL B/UP AREA OF SHOP		958.45		8442.22		11.353
TOTAL B/UP AREA OF HOSPITAL		190.72		8442.22		2.259
COMMON AMINITIES		1149.17		8442.22		13.612

FOURTH FLOOR

UNIT NO.	CARPET AREA	BUILT UP AREA	PLOT AREA	% LAND SHARE
SQ MT	SQ FT	SQ MT	SQ FT	
FOURTH FLOOR				
401	24.69	265.66	25.08	269.86
402	21.14	227.47	21.91	235.75
403	21.14	227.47	21.91	235.75
404	21.14	227.47	21.91	235.75
405	21.14	227.47	21.91	235.75
406	21.48	231.12	22.31	240.06
407	20.73	223.05	21.52	231.56
408	30.63	329.58	31.42	338.08
409	20.73	223.05	21.52	231.56
410	21.14	227.47	21.91	235.75
411	21.14	227.47	21.91	235.75
412	21.14	227.47	21.91	235.75
413	21.14	227.47	21.91	235.75
414	21.14	227.47	21.91	235.75
415	24.67	265.45	25.08	269.86
416	19.64	211.33	20.18	217.14
417	18.93	203.69	19.82	213.26
418	20.17	217.03	21.07	226.71
419	20.17	217.03	21.43	230.59
420	40.14	431.91	41.63	447.94
421	20.17	217.03	20.42	219.72
422	20.87	224.56	21.61	232.52
423	33.18	357.02	35.46	381.55
424	10.26	110.40	10.99	118.25
425	10.26	110.40	10.99	118.25
426	33.18	357.02	35.46	381.55
427	20.17	217.03	20.42	219.72
428	20.87	224.56	21.61	232.52
429	39.36	423.51	40.96	440.73
430	19.64	211.33	20.18	217.14



Ref. No.

Date:

14

431	18.93	203.69	19.82	213.26	8442.22	0.235
432	20.17	217.03	21.07	226.71	8442.22	0.250
433	20.87	224.56	20.43	219.83	8442.22	0.242
TOTAL B/UP AREA OF SHOP	767.67			8442.22		9.093
TOTAL B/UP AREA OF HOSPITAL	185.44			8442.22		2.197
953.11		8442.22			11.290	
total excess balcony area on all floors	106.21			8442.22		1.258
99.882						

I have to add here that the Real Estate (Regulation & Development) Act, 2016 with Maharashtra Rules & Regulations, 2017 is come into force and the said Act is made applicable to the Maharashtra as per notification dated 1/5/2017. As per Section 3 of Real Estate Act, 2016, the ongoing projects are also covered in the said Act. Therefore, it is mandatory for the project owner to make application for registration of their real estate project to the authority for registration within a period of three months from the date of commencement of this Act.

- | | | |
|----|--|--|
| 9 | Nature of Title of intending mortgage over the property (whether full ownership rights, Leasehold rights, Occupancy/ Possessory rights or Inam Holder or Govt. Grantee/Allottee etc.) | Occupancy of the lease is permanent nature, which entitled to hold in perpetuity as per decision given by Civil Court in R.C.S.No.646/1993 dated 29/1/2000 and legal opinion of Under Secretary, Government of Maharashtra given in letter no.JMD-46-65/14233-B/dated 22/5/1970. |
| 10 | <p>If leasehold, whether</p> <ol style="list-style-type: none"> Lease deed is duly stamped and registered. Lessee is permitted to mortgage the Leasehold right. Duration of the Lease/unexpired period of lease. 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. Whether the leasehold rights permits for the creation of any superstructure (if applicable)? Right to get renewal of the leasehold rights and nature thereof. | <p>That the lease granted by the Govt. of India to the trust as per letter no.608/2602(2) dated 13/7/1911. I further find that the Settlement Officer in survey case no.2093/1927-28 had confirmed the said grant in favour of the trust in view of the provisions of Section 54, sub-section (2) of Bihar Land Revenue Code, 1928. I further find that in view of the said section of the Code all persons who prior to commencement of the act have been granted or have held rights in unalienated non-agriculture land under the style of occupancy or under lease, which entitles them to hold in perpetuity shall be deemed to be occupants within the meaning of the Code and all restrictions imposed on their rights shall be of no effects. Meaning thereby that the trust holds the land under reference in perpetuity.</p> |



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No.

Date:

15

		in view of the grant of lease issued by the Govt. of India. I further find that after the formation of State of Maharashtra, the Maharashtra Land Revenue Code, 1966 came into force and as per the said new Code all the grants confirmed and recognized by the old Code have been saved and as such the lease granted in favour of trust is accepted and recognized as lease in perpetuity of permanent nature. That the R.C.S.No.646/1993 was filed by Jog Charitable Trust against the State of Maharashtra. In the said suit a judgment and decree was passed on 29/1/2000. In the said suit the Hon'ble Court has decided the issue of grant of the land, which was granted by Govt. of India to the trust in perpetuity and also confirmed that the provisions of Section 54, sub-section (2) of Berar Land Revenue Code, 1928 are applicable to the said grant.
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.	Yes Mortgagor has alienable right without condition as the lease is in perpetuity. Yes Permission has been granted by the Charity Commissioner on 15/11/2014
12	If occupancy right, whether, a) Such right is heritable and transferable, b) Mortgage can be created.	Yes Yes
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible- the modalities/procedure to be followed and the reasons for coming to such conclusion.	Not applicable
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;	Not applicable - do - - do - - do -



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No.

16

Date:

	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;	- do -
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	- do -
	f) Whether the Donee is in possession of the gifted property;	- do -
	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;	- do -
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed	- do -
15	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with. (e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not applicable - do - - do - - do - - do -
16	Whether the title documents include any testamentary documents/wills? (a) In case of wills, whether the will is registered will or unregistered will? (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? (c) Whether the property is mutated on the basis of will? (d) Whether the original will is available? (e) Whether the original death certificate of the testator is available? (f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	No NA - do - - do - - do - - do -

[Handwritten signature]



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI

Ref. No. _____

17

Date: _____

	(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.)	
17	(a) Whether the property is subject to any wakf rights?	Not applicable
	(b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	- do -
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	- do -
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.	Not applicable
	(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?	Yes, The said property is belonged to Jog Charitable & Medial Relief Funds
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Trust is public trust, registered under the Bombay Public Trust Act, 1950 and the said trust has obtained permission from Charity Commissioner to mortgage the shop premises.
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	As stated above
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	No special provisions are necessary to obtain from Central/State laws besides the above permission.
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	N.A.



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No.

18

Date :

	agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	
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.	Yes
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?	No
	(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.	Not applicable
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not applicable
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not applicable
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.	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	Yes



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No.

19

Date :

chain of title?	
(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Development agreement & power of attorney is registered with Sub-Registrar Office, Amravati on 8/12/2015. As per the development agreement & power of attorney, the interest is created in favour of the developer.
(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 Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	No
(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.	Yes
(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?	There is no other POA other than executed by trust in favour of developer for development of the property. As above As above As above
(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 executed by trust in favour of developer is in force.
(g) Please comment on the genuineness of POA?	The POA executed by trust in favour of the developer is genuine and registered as per the provisions of law
(h) The unequivocal opinion on the enforceability and validity of the POA?	As above
28 Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the	On the basis of POA registered by trust in favour of the developer, the developer can mortgage the property



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No.

20

Date:

	powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.	under reference.
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.; 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 layout 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.	The lease granted by the Govt. to the trust is perpetuity of permanent nature and trust has right to lease out the shops with permission from the Charity Commissioner & the said permission is obtained by the trust. These documents are executed by trust in favour of the developer i.e. Rachana Builders & Developers N.A. Yes N.A. N.A. These documents have already been registered by the trust Yes N.A. N.A. N.A. N.A. N.A. N.A. N.A. N.A. N.A. N.A. Yes
30	Encumbrances, Attachments, and/or claims whether of Government, Central or State or	No



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No.

Date :

21

	other Local authorities or Third Party claims, Liens etc. and details thereof.	
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?	Nazul tax has been 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 Not applicable
34	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	I have verified the mutation of plot No.67 and find that the property under reference is recorded in the name of Jog Charitable Medical Relief Fund, Amravati as lessee of the said plot in nazul record of right.
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 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 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.	Not applicable Not applicable Not applicable Not applicable
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 discrepancy in the boundaries of the property in the documents referred in the search report.
39	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the	Valuation report is not made available.



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI

Ref. No. _____

Date: _____

22

	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.)	
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	If the original registered document is not available then the registered mortgage is necessary to be executed.
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.	No
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Lease agreement of the intending borrower is necessary to be registered
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Jog Charitable Medical Relief Fund, Amravati, a registered Trust, through its Developer M/s. Rachana Builders & Developers, a Partnership Firm, through its Partner Shri Shailesh Manoharrao Wankhade

Note: In case separate sheets are required, the same may be used, signed and annexed.

Date: 19/7/2017

Place: Amravati

Signature of the Advocate

(P.U. Deshmukh),
Advocate



OFFICE : Near Dr. Belsare's Hospital, Khaparde Garden, Camp, AMRAVATI.

Ref. No. _____

23

Date _____

Annexure -CCERTIFICATE OF TITLE

I have examined the original title deeds intended to be deposited relating to the schedule 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, it will satisfy the requirements of creation of equitable mortgage and I further certify that -

2. I have examined the documents in detail, taking into account all the Guidelines in the checklist vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices/Sub-Registrar(s) Office(s), Revenue Records, 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 1988 to 2017 pertaining to the Immovable Property 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). Not applicable.
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, **Jog Charitable Medical Relief Fund, Amravati, a**

23/



Ref. No.

24

Date

- registered Trust, through its Developer M/s.Rachana Builders & Developers, a Partnership Firm, through its Partner Shri Shailesh Manoharrao Wankhade.
9. I certify that Jog Charitable Medical Relief Fund, Amravati, a registered Trust, through its Developer M/s.Rachana Builders & Developers, a Partnership Firm, through its Partner Shri Shailesh Manoharrao Wankhade has an absolute clear and marketable title over the schedule property. I further certify that the above title deeds are genuine and a valid equitable 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) Copy of Order passed by 2nd J.C.J.S.D., Amravati dated 29/1/2000.
 - B) Copy of order of Jt. Charity Commissioner, Amravati dated 15/11/2014.
 - C) Original Development Agreement alongwith Power of Attorney dated 8/12/2015.
 - D) Recent P.R.Card.
11. There are no legal impediments for creation of the equitable mortgage under any applicable Law/Rules in force.

SCHEDULE OF THE PROPERTY

"All that piece and parcel of the land, admeasuring 3752.1 sq.mtrs. (40387 sq.ft.) from out of nazul plot No.67, sheet No.68-B situated at Prabhat Square, Amravati within the limits of Amravati Municipal Corporation and within the jurisdiction of Sub-Registrar, Amravati City, which is bounded as under:-

Towards East: Hanuman Temple;

Towards West: 30 mtr. wide road & thereafter Tahsil Building;

Towards North: 9 mtr. wide road and thereafter Prabhat Talkies;

Towards South: New High School Main Campus."

Thanking you,

Date: 19/7/2016
Place: Amravati

Signature of the Advocate,

(P.U.Deshmukh),
Advocate