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Thereafter I find that, the Memorandum of understanding cum Deed of Retirement has been executed on 28/11/2018 by all the partners of Landmarks Creators Shri. Madhur Laxmikant Laddha, Mrs. Anupama Madhur Laddha, Shri. Abhishek Jugalkishor Tapadia & M/s. Tapadia Construction Ltd. through its authorized Director Shri. Jugalkishor Chhaganlal Tapadia, Shri. Rushabh Hasmukh Mehta, Shri. Narendra Gopichand Bharani, Shri. Sanjay Premchand Harwani, Shri. Jaykumar Narayandas Hemrajani, as per the said deed, Shri. Rushabh Hasmukh Mehta, Shri. Narendra Gopichand Bharani, Shri. Sanjay Premchand Harwani, Shri. Jaykumar Narayandas Hemrajani has been retired as a partner of the said firm. And as per the said deed dated 28/11/2018 the continuing partners have agreed to allot transfer, convey to partnership concern of retiring partners partners i.e. Shri. Narendra Gopichand Bharani and Shri. Sanjay Premchand Harwani the land admeasuring 3528 sq.mtr. and accordingly, the possession of the said land is being transferred in favour of the partnership concern of the outgoing partners Shri. Narendra Gopichand Bharani and Shri. Sanjay Premchand Harwani and as the partners no. 5 & 8 has not opted to participate in getting allotted the land and he agreed to take back the funds belonging to them and their relatives contributed in the firm by them.

I find that, Landmark Creators partnership firm is registered with Register of Firm, as per Regd. No. NGP:- 12295/2011-2012 and at present the partners of the said firm is Shri. Madhur Laxmikant Laddha, Mrs. Anupama Madhur Laddha, Shri. Abhishek Jugalkishor Tapadia & M/s. Tapadia Construction Ltd. through its authorized Director Shri. Jugalkishor Chhaganlal Tapadia is the continuing partners of the Landmark Creators Partnership firm and carried out the business of firm.

I have verified the resolution passed by Board of Director of M/S. Tapadia Construction Ltd. on 30/08/2018, as per the said resolution the Board of Director resolved that, the all directors have given their consent to become the partners of M/s. Landmark Creators and it is decided that all the rights and decision about this project shall be taken by Mr. Jugalkishor Tapadia Director, and all the deeds and acts done by Mr. Jugalkishor Tapadia shall be binding on the company and he is authorized to represent and sign all the documents in this respect.

I have to add here that, Landmark Creators through Partners Shri. Madhur Laxmikant Laddha Sau. Anupama Madhur Laddha has obtained loan from Buldana Urban Co.Op. Credit Society Ltd. Buldana, branch at Sai Nagar Amravati and the property under reference is mortgage with the said bank, as per Regd. Mortgaged deed dated 21/10/2014 and 28/10/2014, registered at Sr. no. 3511 and Sr. no. 3548 respectively.

I have to opine here that, bank shall obtain the undertaking of the partner no. 5 and 8 of the partnership deed dated 01/04/2016 that they have no any claim in the property under reference and all the funds contributed by them in the firm have been received by them from the firm and all the accounts are settled, and bank shall also obtain the Chartered Accountant certificate to that effect.

I have also opine here that, the Landmark Creators has sold the land admeasuring 3528 sq.mtr. from out of one piece compact converted land admeasuring 10080 sq.mtr. therefore bank shall obtain sub-division order of A.D.T.P. Amravati and Sub-division order of Revenue Authority, Amravati and Gaon namuna 7/12 before sanction of loan.

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9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Full ownership rights of Landmarks Creators through Partners Shri.Madhur Laxmikant Laddha
10	If leasehold, whether; a) lease Deed is duly stamped and registered b) lessee is permitted to mortgage the Leasehold right, c) duration of the Lease/unexpired period of lease, d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also. e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)? f) Right to get renewal of the leasehold rights and nature thereof.	Not applicable
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; grant/ agreement etc, provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property, whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not applicable Not applicable Not applicable Not applicable
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 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; a) The Gift/Settlement Deed is duly stamped and registered; b) The Gift/Settlement Deed has been attested by two witnesses; c) The Gift/Settlement Deed transfers the property to Donee; d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions; e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not applicable

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	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.	
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	
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
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 ? (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? (b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? (c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	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.	Not applicable
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not applicable
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	
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.	Yes
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.),	Not applicable
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.	Not to find any adverse findings
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No any litigation found on record
	(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/markings.	No



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24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Partnership deed is registered with registrar of firm and the firm is registered
	(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.	Yes
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.	Not applicable
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not applicable
27.	(a) Whether any POA is involved in the chain of title?	Yes
	(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not applicable
	(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).	Not applicable Yes
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not applicable
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? 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 As the POA is related with the TDR owner which is common for all the properties, therefore original is not made available I have verified all the POA from record of sub-registrar office Yes General All the POA mentioned in this search report contains a specific authority that, only to put up the documents sign by owner for registration before sub registrar office and acknowledge and get it registered in favour of purchaser



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	(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 at the time of execution of TDR sale deed involved in chain
	(g) Please comment on the genuineness of POA?	POA is genuine and legally executed document
	(h) The unequivocal opinion on the enforceability and validity of the POA?	No
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not applicable
29	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: (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 regarding ownership of flats/Apartments/Building Regulations. Development Control Regulations. Co-operative Societies' Laws etc.; (o) Requirements, for nothing 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.	Not applicable



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	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan. etc.	Not applicable
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.	Encumbrances subject to charge of Buldana Urban Co.Op. Credit society Ltd. Buldana, branch at Sai Nagar, Amravati
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.	Since last 4 years the said property is mortgage with Buldana Urban Co.Op. Credit society Ltd. Buldana, branch at Sai Nagar, Amravati
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy ?	Revenue and Municipal Tax has been paid up to date.
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.	I have verified mutation entry and found that the property under reference is recorded in the name of Landmark Creators through Partner, Shri. Madhur Laxmikant Laddha , as a owner of the said property.
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
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.	No, as the property is open plot
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

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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.	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.	Document of title regarding the property is registered documents and proper stamp duty paid with the documents, therefore, there is no bar for creation of Mortgage
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 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.	Bank Shall noted the charge of bank loan with the revenue authority i.e. in Gaon Namuna -7/12
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Landmark Creators through Partner Shri. Madhur Laxmikant Laddha, Mrs. Anupama Madhur Laddha, Shri. Abhishek Jugalkishor Tapdiya & M/S. Tapadia Construction Ltd. through his authorized Director Shri. Jugalkishor Chhaganlal Tapadia

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

(A. S. Ingle)

Advocate

Date : 21/12/2018

Place : Amravati

Seal & Signature of the Advocate

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Annexure - C -1**CERTIFICATE OF TITLE**

That the intending borrower has already obtained loan from **Buldana Urban Co.Op. Credit Society Ltd. Buldana, Branch at Sai Nagar, Amravati** and for the said purpose he has deposited original title deeds in the said bank and therefore, the original title deeds are not available for my verification. Now the bank has decided to takeover the said advance. therefore, I have verified & tallied the certified Copy of original title deeds from the record of Sub-Registrar, Amravati and I found that the concerned sale deed are executed properly by the parties to the said title deeds. The title deeds intended to be deposited relating to the schedule property to be offered as security by way of **Registered mortgage** and the said **Registered mortgage** to be created on production of original title deed, which are in the custody of **Urban Co.Op. Credit Society Ltd. Buldana, Branch at Sai Nagar, Amravati** and I further certify that :

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure- B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices./Sub-Registrar(s) Office(s), Revenue Records, Mun 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 1989 to 2018 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrance subject to charge of **Urban Co.Op. Credit Society Ltd. Buldana, Branch at Sai Nagar, Amravati**.
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 - Not applicable
7. Minor /(s) and his /their interest in the property /(ies) is to the instent of -Not Applicable
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **Landmark Creators through Partner Shri. Madhur Laxmikant Laddha, Mrs. Anupama Madhur Laddha, Shri. Abhishek Jugalkishor Tapdiya & M/S. Tapadia Construction Ltd. through his authorized Director Shri. Jugalkishor Chhaganlal Tapadia.**
9. I certify that **Landmark Creators through Partner Shri. Madhur Laxmikant Laddha**, has an absolute, clear and Marketable title over the Schedule property subject to charge of **Urban Co.Op. Credit Society Ltd. Buldana, Branch at Sai Nagar, Amravati**. I further certify that the above title deed are genuine and a valid mortgage can be created and the said mortgage would be enforceable.
10. Incase 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 : **Intending borrower shall have execute registered mortgage by depositing of following document:-**
 - a) Original Sale deed -dated 30/06/2012, Sr. No.3660 to be obtained from **Urban Co.Op. Credit Society Ltd. Buldana, Branch at Sai Nagar, Amravati**.
 - b) Original Sale deed -dated 28/10/2014, Sr. No.2371 to be obtained from **Urban Co.Op. Credit Society Ltd. Buldana, Branch at Sai Nagar, Amravati**.
 - c) Sub-division order d) Building plan e) Recent Gaon namuna 7/12
11. There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

Ajay S. Ingle

Advocate

Regd. No. Mah/3137/2000



Chamber / Residence :

'Dadaji Nivas' Yashoda Nagar No. 2

Bye-pass Road, Amravati.

Ph. 0721-2540621, Mob. 9423424435

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SCHEDULE OF THE PROPERTY

Layout Converted land for commercial purpose admeasuring 10080 sq.mtr out of which Eastern portion land admeasuring 6552 sq.mtr. (70499.52 sq.ft), from Survey No. 15/2 & 15/2-A of Mouje- Saturna, Pragne- Badnera, Tq. Dist.Amravati. Which is bounded as under :

- | | | |
|----------------------|---|---|
| Towards East | - | Amravati -Badnera Road |
| Towards West | - | Remaining portion of N.A. Land admeasuring 3528 sq.mtr. sold to Dream Infravision |
| Towards North | - | Land owned by Pradip & Rakesh Khatri i.e. field survey No. 15/2 |
| Towards South | - | Field of Shri. Deshmukh |

Situated within the limits of Municipal Corporation, Amravati, Tq. Dist.Amravati.

Date : 21/12/2018
Place : Amravati

(A. S. Ingle)
Advocate

Seal & Signature of the Advocate