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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.	The Assistant General Manager, State Bank of India, R.B.O., Camp, Amravati
	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	Smt.Nirmala Ramkrishnarao Sarode, Shri Rahul Ramkrishnarao Sarode, Shri Umesh Ramkrishnarao Sarode, Smt.Deepika Govindrao Karde & Smt.Ramakanta Ramdas Navrange, through their Developer & POA holder P.S.Associates, through its Partners, Shri Pravin Sahebrao Mahalle & Shri Subhash Gulabchand Agrawal, all r/o Amravati
2	a) Name of the unit/ concern/ company/ person offering the property/(ies) as security.	-do-
	b) Constitution of the unit/ concern/ person/body/authority offering the property for creation of charge.	- do -
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.).	Applicants
3	Complete or full description of the immovable property/(ies) offered as security including the following details.	
	(a) Survey No.	Survey No.4/2
	(b) Door/House no. (in case of house property).	



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	(c) Extent/ area including plinth/ built up area in case of house property.	Layout converted plot No.1, admeasuring 473.97 sq.mtrs. (5099.91 sq.ft.).			
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mouje Shegaon, Pragane Nandgaon Peth, Tq. & Distt. Amravati			
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.	25/11/1981	N.A.Order alongwith layout plan	Photocopy	Verified from Revenue Record
	2.	22/1/1982	Sale Deed	Original	Verified from Index-II register
	3.	31/12/2019	Development Agreement & general power of attorney	Originals	Verified from Sub-Registrar Office
	4.	20/2/2020	Approved building plan	Original	Original
	5.	18/3/2020	Deed of Declaration	Original	Verified from Sub-Registrar Office
	6.	2/12/2019	Gaon Namuna 7	Certified	Online verification
5	a) 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.)			The above documents are tallied & compared with the Office of Sub-Registrar, Amravati Camp.	

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	b) i) Whether all pages in the certified copies of title documents, which are obtained directly from Sub-Registrar's Office have been verified page by page with the original documents submitted?	I have verified the registered title deeds of scheme owner from the record of Sub-Registrar page by page.
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently and cautiously)	As stated 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?	Records from the year 2002 to 2020 are available on online.
	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 2020 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-	Sub-Registrar Office-1, 2 & 3



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	general. If so, please name all such offices?	
	c) Whether search has been made at all the offices named at (b) above?	Yes
	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 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 field survey No.4/2, admeasuring 4 Acres 00 Gunthe of Mouje Shegaon was originally owned and possessed by Sushilkumar Sarda & Company, through its Partners Shri Sushilkumar Vallabhdas Sarda & Shri Nitinkumar Vallabhdas Sarda & others, all r/o Amravati for the period relevant to this search report. Thereafter I find that Sushilkumar Sarda & Company, through its Partners Shri Sushilkumar Vallabhdas Sarda & Shri Nitinkumar Vallabhdas Sarda & others have decided to convert the said field from agriculture into non-agriculture i.e. for residential purpose and they have applied before Hon'ble S.D.O., Amravati for conversion of said field. That the said application was registered as Rev.Case No.NAP-34/Shegaon-71/1981-82. That in the said case, the Hon'ble S.D.O., Amravati has granted permission for conversion as per vide order dated 25/11/1981. Thereafter I find that out of the aforesaid layout, a layout converted plot No.1, admeasuring 473.97 sq.mtrs. (5099.91 sq.ft.) initially purchased by Sau.Devakabai Ganpatrao Sarode from layout owner vide registered sale deed 22/1/1982 registered at Sr.No.320 and thus she became absolute owner of the said plot. I further find that Sau.Devakabai Ganpatrao Sarode expired long back, leaving behind her only son & daughter by name Shri Ramkrishna Ganpatrao Sarode & Sau.Ramakanta Ramdas Navrange. Therefore, after her death, the aforesaid persons	



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became joint owners of the said plot.

Thereafter I find that Ramkrishna Ganpatrao Sarode also expired on 26/8/2014, leaving behind him his widow, two sons & only daughter, namely, Smt.Nirmala Ramkrishnarao Sarode, Shri Rahul Ramkrishnarao Sarode, Shri Umesh Ramkrishnarao Sarode, Sau.Deepika Govindrao Karde. Therefore, after the death of Ramkrishna, his one half undivided portion of plot no.1 came to be transferred in the names of Smt.Nirmala Ramkrishnarao Sarode, Shri Rahul Ramkrishnarao Sarode, Shri Umesh Ramkrishnarao Sarode, Sau.Deepika Govindrao Karde and thus they became owners of the said one half undivided portion of plot no.1.

Thereafter I find that Smt.Nirmala Ramkrishnarao Sarode, Shri Rahul Ramkrishnarao Sarode, Shri Umesh Ramkrishnarao Sarode, Sau.Deepika Govindrao Karde & Sau.Ramakanta Ramdas Navrange have jointly decided to construct a flat scheme upon the said plot no.1. But they were not having knowledge about the construction work. Therefore, they approached to P.S.Associates, through its Partners, Shri Pravin Sahebrao Mahalle & Shri Subhash Gulabchand Agrawal, who is working as developer/builder in the Amravati city. Accordingly, the negotiations of the development of property were made between land owners & developer and accordingly, they have handed over the property under reference to P.S.Associates, through its Partners, Shri Pravin Sahebrao Mahalle & Shri Subhash Gulabchand Agrawal as per registered development agreement dated 31/12/2019, which is registered with Sub-Registrar Office, Amravati at Sr.No.5282/2019 alongwith irrevocable general power of attorney, which is also executed with Sub-Registrar Office, Amravati on the same day i.e. on 31/12/2019 registered at Sr.No.5283/2019.

I further find that on the basis of development agreement, the building plan of the scheme by name Mahalaxmi Apartment-8 submitted by the developer before Town Planning Authority of Municipal Corporation, Amravati and the said building plan approved and sanctioned by the A.D.T.P., Municipal Corporation, Amravati as per vide order No.0315 dated 20/2/2020.

I further find that after sanction of the building plan a Deed of Declaration of the said scheme has been registered with the Sub-Registrar Office, Amravati on 18/3/2020 registered at Sr.No.1423/2020 as per the provisions of Maharashtra Apartment Ownership Act, 1970. As per the said declaration, P.S.Associates, through its Partners, Shri Pravin Sahebrao Mahalle & Shri Subhash Gulabchand Agrawal have decided to construct a multistoried scheme by named and styled as 'Mahalaxmi Apartment-8',

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consisting of four shops, seven office premises & six family units. The details of the scheme is as under:-

Shop Number	Floor	Carpet area in sq.mtrs.	Built up area in sq.mtrs.	Super built up area in sq.mtrs.	Undivided Share in percentage (%)
1 (E-N side)	Ground	7.10	9.18		1.93
2 (East side)		7.10	9.18		1.93
3 (East side)		6.83	8.83		1.87
4 (East side)		7.00	9.05		1.91
Office Number	Floor	Carpet area in sq.mtrs.	Built up area in sq.mtrs.	Super built up area in sq.mtrs.	Undivided Share in percentage (%)
1 (North side)	First	8.36	9.45		1.99
2 (North side)		8.36	9.45		1.99
3 (North-east side)		6.50	7.34		1.55
4 (East side)		14.09	16.23		3.43
5 (East side)		14.09	16.23		3.43
6 (East side)		8.55	9.65		2.04
7 (South side)		22.30	25.19		5.33
Flat Number	Floor	Carpet area in sq.mtrs.	Built up area in sq.mtrs.	Super built up area in sq.mtrs.	Undivided Share in percentage (%)
201 (E-N side)	Second	47.43	53.45	61.46	11.31
202 (E-S side)		49.01	60.92	70.05	12.89
301 (E-N side)	Third	47.43	53.45	61.46	11.31
302 (E-S side)		49.01	60.92	70.05	12.89
401 (E-N side)	Fourth	47.43	53.45	61.46	11.31
402 (E-S side)		49.01	60.92	70.05	12.89

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	Thus I find that Smt.Nirmala Ramkrishnarao Sarode, Shri Rahul Ramkrishnarao Sarode, Shri Umesh Ramkrishnarao Sarode, Sau.Deepika Govindrao Karde & Sau.Ramakanta Ramdas Navrange, through their Developer & POA holder P.S.Associates, through its Partners, Shri Pravin Sahebrao Mahalle & Shri Subhush Gulabchand Agrawal are intending to construct four shops, seven office premises & six family units of the scheme known as 'Mahalaxmi Apartment-8' as described above and the aforesaid units shall be available for purchase after the completion of the scheme.	
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.)	Absolute ownership rights of Smt.Nirmala Ramkrishnarao Sarode, Shri Rahul Ramkrishnarao Sarode, Shri Umesh Ramkrishnarao Sarode, Sau.Deepika Govindrao Karde & Sau.Ramakanta Ramdas Navrange
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.	No
11	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether,	No
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	No

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	the mortgagor is competent to create charge on such property,	No
	whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	No
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.	No
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	No
	a) The Gift/Settlement Deed is duly stamped and registered;	NA
	b) The Gift/Settlement Deed has been attested by two witnesses;	NA
	c) The Gift/Settlement Deed transfers the property to Donee;	NA
	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;	NA
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	NA
	f) Whether the Donee is in possession of the gifted property;	NA
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other	NA



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	person to join the creation of mortgage;	
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	NA
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.	No
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	- do -
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	- do -
	(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.	- do -
	(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?	- do -
16	Whether the title documents include any testamentary documents/wills?	No
	(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?	N.A.
	(c) Whether the property is mutated on the basis of will?	- do -
	(d) Whether the original will is available?	- do -
	(e) Whether the original death certificate of the testator is available?	- do -
	(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.)	- do -
17	(a) Whether the property is subject to any wakf rights?	No
	(b) Whether the property belongs to	

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	church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	- do -
	○ 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.	No
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	No
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?	- do -
	(c) If so additional precautions/ permissions to be obtained for creation of valid mortgage?	- do -
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	- do -
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.	No
	(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?	No
	(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.)	No
22	(a) Whether the property is subject to	No

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	any pending or proposed land acquisition proceedings?	
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	NA
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.	Yes
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	No
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	No
25	a) 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.	No
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes/No	No
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company/LLP (seller) and the vendee company (purchaser)?	No
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor	No

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	company (seller)? Yes/No	
	iv) If the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied? Yes/No	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.	No
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.	That the development agreement & general power of attorney are the registered documents and hence it has created an interest in favour of the developer and as such the POA is irrevocable as per law. I have gone through the contents of the said power of attorney and I found that the power of attorney is genuine and executed as per the provisions of law.
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/Individual or Proprietary Concerns in 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.	No
	(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?	No Yes General
	(f) Whether the POA was in force and not revoked or had become invalid on	The document of POA is registered under Article 48 of Bombay Stamp Act, 1958.
		The document of POA is registered & irrevocable document and the said POA is



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	the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	in force today and the same has been ascertained from the office of Sub-Registrar by me.
	(g) Please comment on the genuineness of POA?	That the POA executed by the owner of plot in favour of developer is genuine document and same is executed as per provisions of law.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	The document of POA is registered at per Article 48 of Bombay Stamp Act, 1958 and the same is genuine and executed as per the provisions of law.
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.;	Residential-cum-commercial scheme named as Mahalaxmi Apartment-8 Yes Yes NA Yes NA NA Yes NA NA NA NA Yes



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	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.	Yes Construction work is under progress Yes
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
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 available
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Revenue 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.	No No
34	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	I have verified the mutation of plot No.1 and find that the property under reference is recorded in revenue record in the names of Smt.Nirmala Ramkrishnarao Sarode, Shri Rahul Ramkrishnarao Sarode, Shri Umesh Ramkrishnarao Sarode, Smt.Deepika Govindrao Karde & Smt.Ramakanta Ramdas Navrange as owners of the said plot.
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? (The property should be legally accessible through normal carriers to transport to factories/houses, as the case may be)	Yes Yes Yes In the normal course, the property is legally accessible without any obstructions.
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if	N.A.



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	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.	
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 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 made available.
40	Any fortification for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	Document has been registered with proper stamp duty.
41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
	Property is SARFESI compliant (Y/N)	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.	The original title deed is available with Smt. Nirmala Ramkrishnam Sarode, Shri. Rahul Ramkrishnam Sarode, Shri. Umesh Ramkrishnam Sarode, Shri. Deepika Chavindas Kande & Smt. Ramkanta Ramdas Navnagar.
43	Whether the governing law/ constitutional documents of the mortgagee (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	No
44	Additional aspects relevant for investigation of title as per local laws.	Not relevant
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring	No

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	the perfection of security.	
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Applicant
47.	Whether the Real Estate Project comes under Real Estate (Regulation & Development) Act, 2016? Y/N	No
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished	NA
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	NA
	Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	NA

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Place: Amravati

Signature of the Advocate


(P.U.Deshmukh),
Advocate

**Ref. No.****17****Date :****Annexure -C****CERTIFICATE OF TITLE**

I have examined the original registered development agreement & general power of attorney regarding the plot no.1, admeasuring 473.97 sq.mtrs. executed in favour of P.S.Associates, through its Partners, Shri Pravin Sahebrao Mahalle & Shri Subhash Gulabchand Agrawal by Smt.Nirmala Ramkrishnarao Sarode, Shri Rahul Ramkrishnarao Sarode, Shri Umesh Ramkrishnarao Sarode, Sau.Deepika Govindrao Karde & Sau.Ramakanta Ramdas Navrange on 31/12/2019 registered at Sr.Nos.5282 & 5283 respectively. That the said title verification report has been submitted in advance by P.S.Associates, through its Partners, Shri Pravin Sahebrao Mahalle & Shri Subhash Gulabchand Agrawal, so as to have prior information to the bank regarding the title of the property and said P.S.Associates, through its Partners, Shri Pravin Sahebrao Mahalle & Shri Subhash Gulabchand Agrawal is not intending to avail loan facility for the construction of the said scheme from the bank or any other financial institution 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 1991 to 2020 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.



Ref. No.

18

Date :

7. Minor(s) and his/her 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. If any intending purchaser wants to purchase any flats from the proposed scheme Mahalaxmi Apartment-8 owned by Smt.Nirmala Ramkrishnarao Sarode, Shri Rahul Ramkrishnarao Sarode, Shri Umesh Ramkrishnarao Sarode, Sau.Deepika Govindrao Karde & Sau.Ramakanta Ramdas Navrange, through their Developer & POA holder P.S.Associates, through its Partners, Shri Pravin Sahebrao Mahalle & Shri Subhash Gulabchand Agrawal, then the proposed borrower will get clear and marketable title of the property.

9. I certify that Smt.Nirmala Ramkrishnarao Sarode, Shri Rahul Ramkrishnarao Sarode, Shri Umesh Ramkrishnarao Sarode, Sau.Deepika Govindrao Karde & Sau.Ramakanta Ramdas Navrange have an 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.

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

11. It is certified that the property is SARFAESI compliant.

Description of Property

"Layout converted plot No.1, admeasuring 473.97 sq.mtrs. (5099.91 sq.ft.) from field survey No.4/2 of Mouje Shegaon, Pragane Nandgaon Peth, Tq. & Distt. Amravati, converted as per Rev.Case No.NAP-34/Shegaon-71/1981-82 situated within the limits of Amravati Municipal Corporation, which is bounded as under:-

Towards East: Road;

Towards West: Plot No.2;

Towards North: Road;

Towards South: Another's layout."

Thanking you,

Date: 26/3/2020

Place: Amravati

Signature of the Advocate

**(P.U.Deshmukh),
Advocate**