

Gajendra A. Jachak,

Advocate

R/o. MohiniNagar, Wardha T.D. Wardha. Ph. No. 244737. Mob. 9970237135.

TO WHOM SO EVER IT MAY CONCERNED

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	To Whom So Ever It May Concerned.			
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Ref. No. Dated :			
	c) Name of the Borrower.	M/s. Maa Vaishnavi Builders through its partner's Shri Rajkumar Ramraoji Deshmukh & Sau. Sangita Pradiprao Rithe, r/o. Manas Mandir Ward No. 8, Wardha, Tq. Dist. Wardha.			
2	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	As above.			
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	M/s. Maa Vaishnavi Builders through its partner's Shri Rajkumar Ramraoji Deshmukh & Sau. Sangita Pradiprao Rithe.			
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As a joint applicant.			
3	Complete or full description of the immovable property/ (ies) offered as security including the following details.	As given below.			
	(a) Survey No.	Svy. no. 59/1			
	(b) Door/House no. (in case of house property)	Plot no. 9 to 14, 25 to 32, 34,50,62 & 63.			
	(c) Extent/ area including plinth/ built up area in case of house property	Having total area of plots 3371.75 sq.mtr			
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mouza- Pipri (Meghe), Mouza no.87, Talathi Saza no.21, within limits of G.P. Pipri (Meghe) & having Registration Dist. and Sub Dist. Wardha.			
4	a) Particulars of the documents scrutinized-serially and chronologically.	As given below.			
	(a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.				
	Sl. No	Date	Name/ Nature of the Document	Original/ certified copy/certified	In case of copies, whether the

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			extract / photocopy, etc.	original was scrutinized by the Advocate
1.	02/08/12	Copy of registered sale-deed of plots no. 25 to 32, 34,50,62 & 63 including others plots in favour of borrower vide document no. WRD-6545/2012	Original	Yes
2	31/01/12	Copy of registered sale-deed of plots no. 9 to 14 including others plots in favour of borrower vide document no. WRD-971/2012.	-do-	Yes
3	29/01/11	Copy of registered sale-deed vide document no. WRD-809/2011	-do-	Yes
4	15/11/08	Copy of registered sale-deed of plots no. 1 to 70 vide document no. WRD-8109/2008.	-do-	Yes
5.	07/07/10	Copy of General power of attorney in favour of Sachin Manoharrao Kadam vide document no. WRD-5773/2010.	-do-	Yes
6.	06/07/10	Copy of General power of attorney in favour of Panjabrao Natthuji Zode vide document no. WRD-5751/2010.	-do-	Yes
7.	12/11/08	Copy of general power of attorney vide document no. WRD-8034/2008.	-do-	Yes
8.	14/01/19	Copy of notarized deed of partnership of M/s. Maa Vaishnavi Builders.	-do-	Yes
9.	27/01/18	Copy of 7/12 extract of plot no. 9 to 14, 25 to 32, 34,50,62 & 63	-do-	Yes
10	18/05/89	Copy of N.A. order of field survey no. 59/1.	-do-	Yes
11	--	Copy of Sanction Lay-out map	-do-	Yes
12	22/09/13	Copy of mutation of plots no. 9 to 14, 25 to 32, 34,50, 62 & 63 in favor of borrower vide entry no. 15274 dtd. 21/02/13	-do-	Yes
13	15/01/13	Copy of amalgamation order issued by S.D.O. Wardha	-do-	Yes
14	04/04/19	Copy of construction permission letter issued by S.D.O. Waridha	-do-	Yes
15	04/04/19	Copy of approved construction map.	-do-	Yes
16	17/05/18	Tax receipt issued by G.P. Pipri (Meghe) of plot no. 24 to 34, 39 to 48 and 56 to 66 in favour of borrower.	-do-	Yes
17	17/05/18	Copy of G.P. Tax receipt issued by G.P. Pipri (Meghe) of plot no. 2 to 23, 26 & 27 in favour of borrower.	-do-	Yes
Documents Marked for identification				
S.N	Documents marked		Exhibit No.	
1.	Copy of registered sale-deed of plots no. 25 to 32, 34,50,62 & 63 including others plots in favour of borrower vide document no. WRD-6545/2012		Exhibit No.1	
2	Copy of registered sale-deed of plots no. 9 to 14 including others plots in favour of borrower vide document no. WRD-971/2012.		Exhibit No.2	
3	Copy of registered sale-deed vide document no. WRD-809/2011		Exhibit No.3	
4	Copy of registered sale-deed of plots no. 1 to 70 vide document no. WRD-8109/2008.		Exhibit No.4	

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		portal. But as the Sub-Registrar has accepted the stamp at the time of execution of any document therefore, it can be say that the stamp papers are genuine one.
7	a)Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar Wardha, Tah. Dist.Wardha.
	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?	It is not possible to have registration of documents in respect of the property in question, at more than one office of Sub-Registrar/ District Registrar-General.
	c)Whether search has been made at all the offices named at (b) above?	At Sub-Registrar Wardha only
	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)	Separate sheet of flow of title is used for showing flow of title.
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 right, jointly creating charge over their property.
10.	If leasehold, whether,	No.
	a)lease Deed is duly stamped and registered	Not applicable.
	b)lessee is permitted to mortgage the Leasehold right,	Not applicable.
	c)duration of the Lease/unexpired period of lease.	Not applicable.
	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.	Not applicable.
	e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not 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,	No.
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not applicable.
	the mortgagor is competent to create charge on such property,	Yes.
	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 required.
12.	If occupancy right, whether,	No.
	a)Such right is heritable and transferable.	Not applicable.
	b)Mortgage can be created.	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	No.

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	5.	Copy of General power of attorney in favour of Sachin Manoharrao Kadam vide document no. WRD-5773/2010.	Exhibit No.5
	6.	Copy of General power of attorney in favour of Panjabrao Natthuji Zode vide document no. WRD-5751/2010.	Exhibit No.6
	7.	Copy of general power of attorney vide document no. WRD-8034/2008.	Exhibit No.7
	8.	Copy of notarized deed of partnership of M/s. Maa Vaishnavi Builders.	Exhibit No.8
	9.	Copy of 7/12 extract of plot no. 9 to 14, 25 to 32, 34,50,62 & 63	Exhibit No.9
	10.	Copy of N.A. order of field survey no. 59/1.	Exhibit No.10
	11.	Copy of Sanction Lay-out map	Exhibit No.11
	12.	Copy of mutation of plots no. 9 to 14, 25 to 32, 34,50, 62 & 63 in favor of borrower vide entry no. 15274 dtd. 21/02/13.	Exhibit No.12
	13.	Copy of amalgamation order issued by S.D.O. Wardha	Exhibit No.13
	14.	Copy of construction permission letter issued by S.D.O. Wardha	Exhibit No.14
	15.	Copy of approved construction map.	Exhibit No.15
	16.	Tax receipt issued by G.P. Pipri (Meghe) of plot no. 24 to 34, 39 to 48 and 56 to 66 in favour of borrower.	Exhibit No.16
	17.	Copy of G.P. Tax receipt issued by G.P. Pipri (Meghe) of plot no. 2 to 23, 26 & 27 in favour of borrower.	Exhibit No.17
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 original copies of sale deeds are available and compared with the record available at the office of Sub-Registrar, Wardha, therefore certified copies are not obtained.
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrars office have been verified page by page with the original documents submitted?		Not Applicable
	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 certified or ordinary copies should be handled more diligently and cautiously)		Not applicable
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?		The records of Sub-Registrar office are available from the year 1990 to 2019 for verification only on computer system through NET and on computer system at the office of Sub-Registrar and the revenue records are not available through any online portal.
	b)If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.		I have verified the record available at the office of Sub-Registrar on computer system and on that basis it appears that the schedule property is in the name of joint owner.
	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?		The genuineness of the stamp paper is not possible to be got verified from any online

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	Gift/Settlement Deed, whether:	
	a) The Gift/Settlement Deed is duly stamped and registered;	Not applicable.
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not applicable.
	c) The Gift/Settlement Deed transfers the property to Donee;	Not applicable.
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Not applicable.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not applicable.
	f) Whether the Donee is in possession of the gifted property;	Not applicable.
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not applicable.
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed	Not applicable.
15.	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. (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 mort gable 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.)	No. Not applicable Not applicable. Not applicable. Not applicable. 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?	No. No. Not applicable.
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. (b) Please also comment on any other aspect which may adversely affect the validity of security in such	Not applicable. Not applicable.

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	cases?	
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not applicable.
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not applicable.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not applicable.
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Not applicable.
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not applicable.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	That the property out of field Svy. no 59/1 of mouza Pipri (Meghe) which is duly diverted for non-agricultural residential purposes as per order passed by Tahsildar Wardha on 18/05/1989 in revenue case no. NAP-34/96/1988-89.
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.	Not applicable.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable.
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	No.
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not-applicable
	b. Property belongs to partners, whether thrown out on hotchpots, weather 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.	Borrowers themselves creating mortgage in that respect.
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.	Not applicable.
	b) i) Whether the property (to be mortgaged) is purchased by the above company from any other company or limited liability partnership (LLP) firm?	No.

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	Yes / 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 ?)	Not applicable
	iii) Whether the above search of charge reveals any prior charges / encumbrances, on the property (proposed to be mortgaged) created by the vendor company (Seller ?) Yes / No.	No.
	iv) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied ? Yes / No.	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
	(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.	Not applicable.
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	Yes
	ii. Whether the POA is a registered one?	Yes
	iii. Whether the POA is a special or general one?	Registered General P.O.A.
	iv. Whether the POA contains a specific authority for execution of title document in question?	Yes
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	The POA was in force at the time execution of sale deed and it was not revoked which is ascertained from the office of Sub-Registrar.
	(g) Please comment on the genuineness of POA?	The POA is genuine one.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	The POA was in force at the time execution of sale deed.
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.	No, property is a open plots
	(a) Promoter's/Land owner's title to the land/ building.	The plot owners M/s. Maa Vaishnavi Builders through

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		its partner's Shri Rajkumar Ramraoji Deshmukh & Sau. Sangita Pradiprao Rithe are the absolute joint owner, possessors and title holders of plots mentioned above.
	(b) Development Agreement/Power of Attorney;	Not applicable.
	(c) Extent of authority of the Developer/builder;	Not applicable.
	(d) Independent title verification of the Land and/or building in question;	Not-applicable.
	(e) Agreement for sale (duly registered);	Not-applicable.
	(f) Payment of proper stamp duty;	Not applicable.
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Not-applicable.
	(h) Approval of building plan, permission of appropriate local authority, etc.;	The owner / borrower obtained a permission for construction from S.D.O. & Town Planner, Wardha.
	(i) Conveyance in favour of Society/ Condominium concerned;	Not applicable.
	(j) Occupancy Certificate/allotment letter/letter of possession;	Not applicable.
	(k) Membership details in the Society etc.;	Not applicable.
	(l) Share Certificates;	Not applicable.
	(m) No Objection Letter from the Society;	Not applicable.
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Duly completed.
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not applicable.
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	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.	The property is free from all types of encumbrances.
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.	I have taken search for the period of 1990 to 2019 i.e. total 30 years on which basis I satisfy that the M/s. Maa Vaishnavi Builders through its partner's Shri Rajkumar Ramraoji Deshmukh & Sau. Sangita Pradiprao Rithe acquires clear and marketable title on the schedule property.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	All the revenue and G.P. taxes are paid upto date to the concerned authority.
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Not applicable.
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Mutation effected in G.P. and Revenue record by the concerned G.P. and Revenue Authority.

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35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	The name of mortgagor are reflected as owner in the revenue and G.P. record.
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 goods to factories / houses, as the case may be)	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.	No.
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.	I have mentioned the boundaries in schedule of property.
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.)	The valuation report is not produced before me.
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, property is free from all types of encumbrances.
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	Property is SARFAESI 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 /documents of the schedule property are available for creation of equitable mortgage.
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 required
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Affidavit be obtained from the borrower stating that, the schedule property is free from all types of encumbrances, and there is no any litigations are pending in any court or before revenue authority and property is not subject of any acquisitions or requisitions to safeguard the interest of Bank.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	The borrower M/s. Maa Vaishnavi Builders through

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