

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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dated 15/11/2008 for a total valuable consideration of Rs. 40,00,000/- before Sub-Registrar, Wardha vide document no. WRD-8109/2008.

Thereafter 2) Sau. Kusum Panjabrao Zode, 3) Sau. Pallavi Vijayanand Badodekar, 4) Sau. Shaila Prakashrao Zode, 5) Sau. Shila Ashokrao Kukde executed a registered general power of attorney in favour Shri Panjab Natthuji Zode on dated 07/07/2010 before Sub-Registrar, Wardha vide document no. 5751/2010 and 6) Sau. Pratibha Rupeshrao Mane, 7) Sau. Jyoti Yashwantrao Kade, 8) Shri Sachine Manoharrao Kadam, 9) Sau. Lata Bhanudas Kadam and 10) Shri Santosh Vitthalrao Kadam executed a registered general power of attorney in favour Shri Sachin Manoharrao Kadam on dated 07/07/2010 before Sub-Registrar, Wardha vide document no. 5773/2010 given the power to sell plots.

Thereafter above owners 1) Shri Panjab Natthuji Zode, 2) Sau. Kusum Panjabrao Zode, Sau. Pallavi Vijayanand Badodekar, 4) Sau. Shaila Prakashrao Zode, 5) Sau. Shila Ashokrao Kukde, 6) Sau. Pratibha Rupeshrao Mane, 7) Sau. Jyoti Yashwantrao Kade, 8) Shri Sachine Manoharrao Kadam, 9) Sau. Lata Bhanuda Kadam and 10) Shri Santosh Vitthalrao Kadam sold out the plots no. 2 to 27, admeasuring 4663.80 sq.mtr. i.e. 50182.48 sq.ft. to present owner Shri Rajukumar Ramraoji Deshmukh and Sau. Sangita Pradip Rithe, both r/o. Wardha by way of registered sale-deed on dated 31/01/2012 for a valuable consideration of Rs. 50,18,250/- before Sub-Registrar, Wardha vide document no. WRD-971/2012.

Thereafter Shri Panjab Natthuji Zode, 2) Sau. Kusum Panjabrao Zode, Sau. Pallavi Vijayanand Badodekar, 4) Sau. Shaila Prakashrao Zode, 5) Sau. Shila Ashokrao Kukde, 6) Sau. Pratibha Rupeshrao Mane, 7) Sau. Jyoti Yashwantrao Kade, 8) Shri Sachine Manoharrao Kadam, 9) Sau. Lata Bhanuda Kadam and 10) Shri Santosh Vitthalrao Kadam (no.1 self & no.2 to 5 through their general power of attorney holder Shri Panjab Natthuji Zode and no. 6 self & no. 7 to 10 through their general power of attorney Shri Sachin Manoharrao kadam) sold out the plot no. 24, 25, 28 to 34, 39 to 48, 50 & 56 to 66 (total 31 plots) admeasuring 5452.75 sq.mtr. i.e. 58678.36 sq.ft. to present owner Shri Rajukumar Ramraoji Deshmukh and Sau. Sangita Pradip Rithe, both r/o. Wardha by way of registered sale-deed on dated 31/01/2012 for a valuable consideration of Rs. 50,00,000/- before Sub-Registrar, Wardha vide document no. WRD-6545/2012. As per above both sale-deeds the name of present owner Shri Rajukumar Ramraoji Deshmukh and Sau. Sangita Pradip Rithe has mutated in revenue record and Talathi of mouza issued a 7/12 extract in their names of above plot nos. 9 to 14, 25 to 32, 34, 50, 62 & 63 vide mutation entry no. 15274, dated 21/01/2013. Since from then they are absolute owner, title holder and possessor of said property.

Thereafter, the said owners Shri Rajkumar Ramraoji Deshmukh & Sau. Sangita Pradiprao Rithe decided to develop the said plot no. 9 to 14, 25 to 32, 34, 50, 62 & 63 and applied before SDO, Wardha on dated 10/12/2012 for amalgamation of above plots no. 9 to 14, 25 to 32, 34, 50, 62 & 63 and as per application the SDO, Wardha passed the amalgamation order vide case no. 25/KR-80/2012-13 on dated 15/01/2013 and thereby amalgamated the above plots area into total area of 3371.75 sq.mtr. The town planning authority also approved the amalgamation map on dated 27/12/2012 vide their letter no. 1578, Town Planner, Wardha.

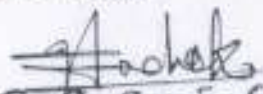
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Thereafter Shri Rajkumar Ramraoji Deshmukh & Sau. Sangita Pradiprao Rithe executed a notarized deed of partnership in respect of the said property with M/s. Maa Vaishnavi Builders through its partner's Shri Rajkumar Ramraoji Deshmukh & Sau. Sangita Pradiprao Rithe dated 14/01/2019.

Thereafter they applied before the G.P. Pipri (Meghe) for construction permission and G.P. Pipri (Meghe) send the proposal to the S.D.O. Wardha and Town Planning authority, Wardha. The Town Planning authority Wardha vide their letter No. CP/ mouza Pipri(Meghe)/FSNo.59/1/Plotno.9 to 14, 25 to 32, 34,50,62 & 63/Tq.Wardha/TPW/ 662, dated 30/03/2019 approved the construction map and S.D.O. Wardha also approved vide its letter dated PSV-3/construction/S.D.O./KV/S.R.107/2019, dated 04/04/2019. Thus the permission for construction is duly accorded. They paid all the revenue and G.P. taxes and cess upto date in respect of said plots They are absolute owner, title holder and possessor of said property. The title of the borrowers is clear, marketable and transferable. The property is found to be free from all types of encumbrances.

Thus the links in the chain of title has been properly established. All the transactions have been duly verified from the record of Sub Registrar, Wardha by paying search fee of Rs.750/- vide search receipt no.MH000563457201920E, dt. 16/04/2019 for the period from 1990 to 2019 i.e. total 30 years. The original search receipt is enclosed herewith.

Date: 16/04/2019
Place: Wardha


G. A. Jachak
Signature of the Advocate
Mohini Nagar,
Naapur Road, Wardha

Annexure – C: Certificate of title

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) 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 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, 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 from 1990 to 2019 pertaining to the Immovable Property/(ies) 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).

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 **M/s. Maa Vaishnavi Builders** through its partner's **Shri Rajkumar Ramraoji Deshmukh & Sau. Sangita Pradiprao Rithe**.

9. I certify that **M/s. Maa Vaishnavi Builders** through its partner's **Shri Rajkumar Ramraoji Deshmukh & Sau. Sangita Pradiprao Rithe** has / have an absolute, clear and Marketable title over the Schedule property/ (ies). 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. 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:

Sr. No	Date	Name/ Nature of the Document	Original/certified copy/certified extract/ photocopy, etc.
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
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.	Original



3	29/01/11	Copy of registered sale-deed vide document no. WRD-809/2011	Xerox copy
4	15/11/08	Copy of previous registered sale-deed of plots no. 1 to 70 vide document no. WRD-8109/2008.	-do-
5	07/07/10	Copy of General power of attorney in favour of Sachin Manoharrao Kadam vide document no. WRD-5773/2010.	Xerox copy
6	06/07/10	Copy of General power of attorney in favour of Panjabrao Natthuji Zode vide document no. WRD-5751/2010.	-do-
7	12/11/08	Copy of general power of attorney vide document no. WRD-8034/2008.	-do-
8	14/01/19	Copy of notarized deed of partnership of M/s. Maa Vaishnavi Builders.	Original
9	27/01/18	Copy of 7/12 extract of plot no. 9 to 14, 25 to 32, 34, 50, 62 & 63	True copy
10	18/05/89	Copy of N.A. order of field survey no. 59/1.	Xerox copy
11	--	Copy of Sanction Lay-out map	-do-
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	True copy
13	15/01/13	Copy of amalgamation order issued by S.D.O. Wardha	Original
14	04/04/19	Copy of construction permission letter issued by S.D.O. Wardha	Original
15	04/04/19	Copy of approved construction map.	Original
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.	Original
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.	True copy

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

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Annexure- C1

Certificate of Title on the Basis of Certified copies of the Title deeds.

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) 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 Certified copies of documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors and undertake to re-examine the original title deeds as and when produced and
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, Wakft Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage on production of the original title deeds. 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 and relative Certified copies of Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC) I hereby certify the genuineness on the basis of the certified copies 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 1990 to 2019 pertaining to the Immovable Property/(ies) 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).
7. Minor/(s) and his / their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name :- Not applicable.
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, M/s. Maa Vaishnavi Builders through its partner's Shri Rajkumar Ramraoji Deshmukh & Sau. Sangita Pradiprao Rithe.
9. I certify that M/s. Maa Vaishnavi Builders through its partner's Shri Rajkumar Ramraoji Deshmukh & Sau. Sangita Pradiprao Rithe has /have an absolute, clear and Marketable title over the Schedule property (ies). I further certify that the above certified copies of title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deeds 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 original title deeds/documents the certified copies of which have been examined would created a valid and enforceable mortgage - (Already mentioned in Annexure C).

Note :- On perusal of Annexure-C1 it seems that It is applicable for certified copies of original title deed intended to be deposited with bank. In the present case the original copy of title deed of borrower is available. It is the general practice that where the original title deed is available certified copy of the same has not been obtained. Therefore in the present Annexure -C1 is not applicable because the original title deed is available. Annexure-C1 is applicable in the loan cases where the original title deed of borrower is not available.

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SCHEDULE OF THE PROPERTY (IES)

All piece and parcel of Land bearing plot no. 9 to 14, 25 to 32, 34, 50, 62 & 63, out of field survey no. 59/1, which is duly diverted and situated at mouza Pipri (Meghe), Mouza no. 87, Talathi Saza, P.H.No. 21 in Tq. & Dist. Wardha, total area of above plots 3371.75 sq.mtr. and approved construction area 1305.53 sq.mtr. is measuring as follows;

Plots no. 9 to 14, 25 to 32, 34, 50, 62 & 63 (As per amalgamation order)

Having total area 3371.75 sq.mtr.

and approved construction area 1305.53 sq.mtr.

And Amalgamated area Bounded;- (As per approved construction map.)

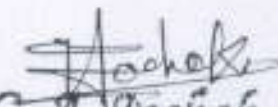
On towards east - 9th mtr. wide Lay-out road.

On towards west - 9th mtr. wide Lay-out road.

On towards north - 9th mtr. wide Lay-out road.

On towards south - 9th mtr. wide Lay-out road.

Place : Wardha.
Date : 16/04/2019


G. A. Tachak
Signature of the Advocate
Mohini Nagar,
Nagpur Road, Wardha

