V. M. RAJKARNE
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Off. Opp. Mayo Hospital,
Near Fish Market, Nagpur-18
Res. Bajraj Apartment,
Dhantoli. Nagpur-12

TITLE INVESTIGATION REPORT (TIR)

1.	a) Name of the Branch/BU seeking opinion.	Land/Scheme Owner.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	MASTER SEARCH **"RADHE GREENS"**
	c) Name of the Borrower.	Individual Owner/s of the Apartment/s situated in above scheme
2.	a)Name of the unit/concern/company/person offering the property/ (ies) as security.	**Individual Joint Owners: 1) Shri Shankar S/o Murlidhar Murarka, 2) Smt. Asha W/o Shankar Murarka, 3) Mrs. Narendra Kaur W/o Harmit Singh Sethi, 4) Shri Satpal Singh S/o Harmit Singh Sethi and 5) Shri Manmit Singh S/o Harmit Singh Sethi**
	b) Constitution of the unit/concern/person/ body/authority offering the property for creation of charge.	Individuals in the capacity of Developer and Land owner
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Owner/Developer
3.	Complete or full description of the immovable property/(ies) offered as security for creation of mortgage whether equitable/ registered mortgage.	All That **Residential Complex / Project** to be collectively known and & styled as **"RADHE GREENS"**, consisting of 3 (Three) Blocks/ Buildings, numbered as "Block-A", "Block-B" and "Block-C", thus there are in total 3 (Three) independent Buildings/ Towers. Block-A building consists of Ground Floor and Four Upper Floors and having 84 (Eighty Four) Apartments/ Units in the said Building. Block-B building consists of Ground Floor and Four Upper Floors and having 84 (Eighty Four) Apartments/ Units in the said Building. Block-C building consists of Ground Floor and Three Upper Floors and having 5 Shops and 9 Apartments/Units in the said Building. Thus there are in all 177 Apartments/Units and 5 Shops in the said Residential Estate/Project consisting of various structures comprising 4 BHK Duplex Apartments, 2 BHK Apartments, 3 BHK Pent House Apartments and 1 BHK

(2)

CHALLAN
MTR Form Number-6

GRN	MH004795229201617E	BARCODE		Date	30/09/2016-17:37:04	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Search Fee	TAX ID (If Any)	
	Other Items	PAN No. (If Applicable)	
Office Name	HGN_HINGNA SUB REGISTRAR	Full Name	Adv Vinayak M Rajkarne
Location	NAGPUR		
Year	2016-2017 Specific From 01/01/2015 To 31/12/2016	Flat/Block No.	Sushil Bhavan
Account Head Details	Amount In Rs.	Premises/Building	
0030072201 SEARCH FEE	50.00	Road/Street	West Park Road
		Area/Locality	Dhantoli Nagpur
		Town/City/District	
		PIN	4 4 0 0 1 2
		Remarks (If Any)	Mouza Isasani //RADHE GREENS // Kha sra No. 137/2 P.S.K. No. 46 Tah. Hingna Dist. Nagpur
Total	50.00	Amount In Words	Fifty Rupees Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	REF No.	00040572016093026657	IKC5595631
Cheque/DD No		Date		30/09/2016-17:37:34	
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : 9373103712

		Service Apartment of various categories/types which are identified as Type A, Type B, Type C and Type D Apartments of the aforesaid Multistoried Buildings along with respective Built Up Areas as well as respective Proportionate Undivided Shares & Interest in the NIT Sanctioned Land admeasuring **13400 Sq. Mtr.**, Covering Plotable Area of 9524.584 Sq. Mtrs., Out of the land of Field Survey No. 137/2, Admeasuring 1.34 H.R., held in Occupancy Class-I rights, P.S.K. No. 46 of Mouza : Isasani, situated at Village – Grampanchayat Isasani, Tahsil Hingna and District Nagpur.
	(a) Survey No.	Field Survey No. 137/2.
	(b) Door No. (in case of house property)	Individual Apartment/s
	(c) Extent/ area including plinth/ built up area in case of house property	All That **Residential Complex / Project** to be collectively known and & styled as **"RADHE GREENS"**, consisting of 3 (Three) Blocks/ Buildings, numbered as "Block-A", "Block-B" and "Block-C", thus there are in total 3 (Three) independent Buildings/ Towers. Block-A building consists of Ground Floor and Four Upper Floors and having 84 (Eighty Four) Apartments/ Units in the said Building. Block-B building consists of Ground Floor and Four Upper Floors and having 84 (Eighty Four) Apartments/ Units in the said Building. Block-C building consists of Ground Floor and Three Upper Floors and having 5 Shops and 9 Apartments/Units in the said Building. Thus there are in all 177 Apartments/Units and 5 Shops in the said Residential Estate/Project consisting of various structures comprising 4 BHK Duplex Apartments, 2 BHK Apartments, 3 BHK Pent House Apartments and 1 BHK Service Apartment of various categories/types which are identified as Type A, Type B, Type C and Type D Apartments of the aforesaid Multistoried Buildings along with respective Built Up Areas as well as respective Proportionate Undivided Shares & Interest in the NIT Sanctioned Land

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		admeasuring 13400 Sq. Mtr., Covering Plotable Area of 9524.584 Sq. Mtrs., Out of the land of Field Survey No. 137/2, Admeasuring 1.34 H.R., held in Occupancy Class-1 rights, P.S.K. No. 46 of Mouza : Isasani, situated at Village – Grampanchayat Isasani, Tahsil Hingna and District Nagpur.
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries	Field Survey No. 137/2, Mouza : Isasani, Tahsil Hingna & District Nagpur.
4.	a) Particulars of the documents scrutinized-serially and chronologically, (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.	As Listed Below

Sl. No.	Particulars of the documents scrutinized	Name of parties	Original/Certified/Photocopy/True Copy
1.	Sale Deed Dt. 04.07.2013, Regd. at Sr. No. 3124, in respect of the Undivided 50 % share and interest in land of Kh. No. 137/2.	Shri Harmit Singh Sethi S/o Bhagwan Singh Sethi and Mrs. Narendra Kaur W/o Harmit Singh Sethi	Original
2.	Agreement of Sale Dt. 09.05.2012, Regd. at Sr. 2040, in respect of the Undivided 50 % share and interest in land of Kh. No. 137/2.	Shri Harmit Singh Sethi S/o Bhagwan Singh Sethi and Mrs. Narendra Kaur W/o Harmit Singh Sethi	Original
3.	Gift Deed Dt. 15.06.2011, Regd. at Sr. No. 3433, in respect of 2/3 Undivided share in land of Kh. No. 137/2.	Smt. Asha Shankar Murarka.	Original
4.	Sale Deed Dt. 01.08.2009, Regd. at Sr. No. 3501, in respect of land of Kh. No. 137/2.	Shri Shankar Muralidhar Murarka, Shri Vijaykumar Radheshyam Agrawal & Sau. Manju Sharad Bagdiya	Original
5.	Partition Deed Dt. 06.02.2009, Regd. at Sr. No. 645, in respect of land of Kh. No. 137/2.	Shri Prasanna Manoharrao Pardhi & others	Certified Original
6.	Sale Deed Dt. 16.07.2008, Regd. at Sr. No. 4493, in respect of the Undivided 11/7th (or 63.63 %) share & interest in land of Kh. No. 137/2.	Shri Prasanna Manoharrao Pardhi	Original
7.	Correction Deed to Sale Deed, Dt. 06.02.2009, Regd. at Sr. No. 644, in respect of the Undivided 11/7th (or 63.63 %) share & interest in land of Kh. No. 137/2.	Shri Prasanna Manoharrao Pardhi	Certified Original

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8.	Grampanchayat Isasani Tax Receipt Dt. 13.02.2014, for the year 2013-2014, in respect of land of Kh. No. 137/2.	Shri Shankar Muralidhar Murarka & Smt. Asha Shankar Murarka	Original
9.	7/12 abstract Dt. 04.12.2014 of Field Survey No. 137/2, admeasuring 1.34 HR.	1) Shri Shankar S/o Murlidhar Murarka, 2) Smt. Asha W/o Shankar Murarka, 3) Mrs. NarendraKaur W/o Harmit Singh Sethi, 4) Shri Satpal Singh S/o Harmit Singh Sethi and 5) Shri Manmit Singh S/o Harmit Singh Sethi	Original
10.	N.A. Tax payment receipt Dt. 17.09.2014, for the year 2014-2015, in respect of land of Kh. No. 137/2.	Shri Harmit Singh Sethi S/o Bhagwan Singh Sethi & others	Original
11.	Development Agreement Dt. 22.08.2013, between the NIT and Land owners in respect of N.A. Land of Field Survey No. 137/2.	Shri Shankar Muralidhar Murarka& Smt. Asha Shankar Murarka	Original
12.	N.A. Order Passed by Collector, Nagpur Dt. 09.04.2013, in Revenue Case No. 280/NAP-34/ 2012-2013, in respect of Kh. No. 137/2.	Shri Shankar Muralidhar Murarka & Smt. Asha Shankar Murarka	Original
13.	Town Planning, Nagpur sanctioned Final layout Map as per Letter Dt. 22.08.2013, in respect of Field Survey No. 137/2.	Shri Shankar Muralidhar Murarka & Smt. Asha Shankar Murarka	Original
14.	NIT sanctioned Building Permit & Commencement Certificate Date 24.02.2014, bearing No. B.E. (Metro)/West/Hingna Tahsil /Case No. MB3989/ 2013090317/379, in respect of scheme on Kh. No. 137/2.	Shri Shankar Muralidhar Murarka & Smt. Asha Shankar Murarka	Original
15.	NIT sanctioned Building Maps (9 Nos.) Date 24.02.2014, bearing No. B.E. (Metro)/West/ Hingna Tahsil /Case No. MB3989/ 2013090317/379, in respect of scheme on land of Kh. No. 137/2.	Shri Shankar Muralidhar Murarka & Smt. Asha Shankar Murarka	Originals
16.	Deed of Declaration Dt. 07.10.2014, Regd. at Sr. No. 4114,in respect of scheme on land of Kh. No. 137/2.	Shri Shankar Muralidhar Murarka, Smt. Asha Shankar Murarka, Shri Harmit Singh Sethi S/o Bhagwan Singh Sethi and Mrs. Narendra Kaur W/o Harmit Singh Sethi	Original

17.	Death Certificate Dt.07.11.2014, issued by NMC, Nagpur in respect of death occurred on Dt. 28.10.2014.	Shri Harmit Singh Sethi S/o Bhagwan Singh Sethi	Xerox
18.	General Power of Attorney Dt. 02.02.2008, Regd. at Sr. No. 205, in respect of land of Kh. No. 137/2.	Shri Prasanna Manoharrao Pardhi	Xerox
19.	General Power of Attorney Dt. 01.02.2008, Regd. at Sr. No. 840, in respect of land of Kh. No. 137/2.	Shri Prasanna Manoharrao Pardhi	Xerox
20.	General Power of Attorney Dt. 25.02.2008, Regd. at Sr. No. 1390, in respect of land of Kh. No. 137/2.	Shri Prasanna Manoharrao Pardhi	Xerox
21.	General Power of Attorney Dt. 03.05.2008, Regd. at Sr. No. 2919, in respect of land of Kh. No. 137/2.	Shri Prasanna Manoharrao Pardhi	Xerox
22.	Sale Deed Dt. 19.08.1968, registered at Sr. No. 4572 on Dt. 20.08.1968 in respect of land of Kh. No. 137.	Bhagumal Kachela Sindhi	Certified Original
23.	Copy of Deed of Partnership Dt. 13.03.2014, pertaining to the land owner Firm.	M/s HBK Infrastructures, a Partnership Firm, through its Partners	Xerox
24.	Release Deed Dt. 11.12.2014, Regd. at Sr. No. 5212, in respect of Undivided share admeasuring 0.1467 H.R. out of land admeasuring 0.67 H.R. of land bearing Kh. No. 137/2.	Shri Satpal Singh S/o Harmit Singh Sethi and Shri Manmit Singh S/o Harmit Singh Sethi	Original
25.	Fresh 7/12 abstract Dt. 10.08.2016 of Field Survey No. 137/2, admeasuring 1.34 HR.	Shri Satpal Singh S/o Harmit Singh Sethi & others	Original
26.	Grampanchayat Isasani Tax Receipt Dt. 18.08.2016, for the year 2016-2017, in respect of land of Kh. No. 137/2.	Shri Shankar Muralidhar Murarka & Smt. Asha Shankar Murarka	Original
27.	N.A. Tax payment receipt Dt. 19.08.2016, for the year 2016-2017, in respect of land of Kh. No. 137/2.	Shri Harmit Singh Sethi S/o Bhagwan Singh Sethi & others	Original

5.	Whether certified copy of all title document are obtained from relevant Sub-registrar office and compared with the documents made available by the proposed mortgagor? (Pleases also enclose all such certified copies and relevant fee receipts along with the TIR.)	Originals are available and verified from Sub-Registrar Office and Index-II are also available and verified from Sub-Registrar Office, Hingna, Distt. Nagpur.

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?	Yes
	b) If such online/computer records are available, whether any verification of cross checking are made and the comments/findings in this regard.	Online/computer records are available since the year 2012-13
	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?	Not Possible for want of availability of govt. system, hence not made.
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-registrar office, Hingna, Distt. Nagpur
	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?	Sub Registrar, Hingna, Distt. Nagpur.
	c) Whether search has been made at all the offices named at (b) above?	Yes, wherever the Documents concerned are Registered.
	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 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)	Chain of title is provided herein under.
9.	Nature of Title of the intended Mortgager over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	All That **Residential Complex / Project** to be collectively known and & styled as **"RADHE GREENS"**, consisting of 3 (Three) Blocks/ Buildings, numbered as "Block-A", "Block-B" and "Block-C", thus there are in total 3 (Three) independent Buildings/ Towers. Block-A building consists of Ground Floor and Four Upper Floors and having 84 (Eighty Four) Apartments/ Units in the said Building. Block-B building consists of Ground Floor and Four Upper Floors and having 84 (Eighty Four) Apartments/ Units in the said Building. Block-C building consists of Ground Floor and Three Upper Floors and having 5 Shops and 9 Apartments/Units in the said Building. Thus there are in all 177 Apartments/Units and 5

		Shops in the said Residential Estate/Project consisting of various structures comprising 4 BHK Duplex Apartments, 2 BHK Apartments, 3 BHK Pent House Apartments and 1 BHK Service Apartment of various categories/types which are identified as Type A, Type B, Type C and Type D Apartments of the aforesaid Multistoried Buildings along with respective Built Up Areas as well as respective Proportionate Undivided Shares & Interest in the NIT Sanctioned Land admeasuring **13400 Sq. Mtr.,** Covering Plotable Area of 9524.584 Sq. Mtrs., Out of the land of Field Survey No. 137/2, Admeasuring 1.34 H.R., held in Occupancy Class-I rights, P.S.K. No. 46 of Mouza : Isasani, situated at Village – Grampanchayat Isasani, Tahsil Hingna and District Nagpur.
10.	If Leasehold, whether;	N.A.
	a) Lease Deed is duly stamped and registered	N.A.
	b) Lessee is permitted to mortgage the Leasehold right,	N.A.
	c) Duration of the Lease/unexpired period of lease,	N.A.
	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.	N.A.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	N.A.
	Grant/ Agreement etc. provides for alienable rights to the mortgager with or without conditions.	N.A.
	The mortgager is competent to create charge on such property.	N.A.
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
12.	If occupancy right, whether;	N.A.
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
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.	Nil Observed
14.	If the property has been transferred by way of Gift/Settlement Deed, whether;	Yes the property is previously transferred by virtue of Gift Deed.

	a) The Gift/Settlement Deed is duly stamped and registered;	Registered one
	b) The Gift/Settlement Deed has been attested by two witnesses.	Yes
	c) The Gift/Settlement Deed Transfers the property to Donee;	Yes
	d) Whether the Donee has accepted the gift by signing the Gift Deed or by a separated writing or by implication by actions;	Yes
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	No,
	f) Whether the Donee is in possession of the gifted property;	Yes
	g) Whether any life interest is reserved for the Donor or any other person any whether there is a need for any other person to join the creation of mortgage;	No,
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Nil Observed
15.	(a) In case of partition/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.	Yes.
	(b) Whether mutation has been effected and whether the mortgager is in possession and enjoyment of his share.	Yes.
	(c) Whether the partition made is valid in law and the mortgager has acquired a mortgageable title thereon.	Yes
	(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/ compiled with.	N.A.
	(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?	No
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?	N.A.
	(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?	N.A.
	(d) Whether the original will is available?	N.A.
	(e) Whether the original death certificate of the testator is available?	N.A.
	(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.)	N.A.
17.	(a) Whether the property is subject to any waqf rights?	N.A.

	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A.
	(c) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	N.A.
18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/ legal necessary, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	N.A.
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
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.	N.A. being Non Agriculture and Town Planning Sanctioned land
	(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?	Property is being constructed on Non-Agricultural residential land sanctioned and approved by N.A. Order of Collector and Layout sanctioned by Town Planning Department, Nagpur and NIT, Nagpur.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	Permission of conversion of agricultural land for Residential purpose is granted by the Collector, Nagpur vide N. A. Order Dt. 09.04.2013, in respect of Field Survey 137/2, in Revenue Case No. 280/NAP-34/ 2012-2013.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creations security (viz. Agricultural Laws, Weaker Sections, Minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	Nil observed.
22.	(a) Whether property is subject to any pending or proposed land acquisition proceedings?	Nil Observed
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	N.A.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Nil Observed
	(b)If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.

	(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.	Nil Observed
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/ provision for common seal etc.	N.A.
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.	N.A.
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.	N.A.
	(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 Deed, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	N.A.
	(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.	N.A.
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Common POA are executed in previous transaction
	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 Yes General Yes

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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 ?	Yes, the POA is observed as in force when acted upon
	(g) Please comment on the genuineness of POA?	The Power of Attorney is Registered one
	(h) The unequivocal opinion on the enforceability and validity of the POA ?	POA was enforceable when utilized.
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given there in and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.	N.A.
29.	If the Property is a flat/apartment of residential/commercial complex, check and comment on the following : (a) Promoter's/Land owner's title to the land/building : (b) Development Agreement/Power of Attorney; (c) Extent of authority of the Developer/builder; (d) Independent title verification of the Land and/or building in question; (e) Agreement for sale (duly registered); (f) Payment of proper stamp duty; (g) Requirement of registration of sale agreement, development agreement, POA, etc., (h) Approval of building plan, permission of appropriate/local authority, etc.; (i) Conveyance in favour of Society / Condominium concerned; (j) Occupancy Certificate/allotment letter/letter of possession; (k) Membership details in the Society etc.; (l) Share Certificates; (m) No Objection Letter from the Society; (n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.; (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any; (p) If the property is a vacant land and construction is yet to be made, approval of 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.	Property will be individual apartment/s Outright land owner. Owner/ Developer of the scheme Owner/Developer of the scheme Hereby carried. To be executed in favour of borrowers. Payable on borrowers document N.A. at this stage. Plans are duly approved Scheme is already submitted to the provisions of Mah. Apt. Ownership Act. 1970 Allotment to be provided in favour of Borrower/s. To be provided by Society to be formed. N.A. N.A. Duly complied with N.A. Layout is duly approved and demarcated. Numbering Pattern tallies with Deed of Declaration of Scheme.
30.	Encumbrances, Attachment, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Nil Observed

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.	**Master Search vide** 1985-2014 (30 Yrs.) Receipt No. 13635 Dt. 10.12.2014 Receipt No. 2256 Dt. 09.12.2014 **Interim Master Search for** 2015-16 Vide Receipt No. 4795229 Dt. 30.09.2016
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy ?	Gram Panchayat Taxes are paid up to 2016-17. N.A. Taxes are paid up to 2016-17.
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 required Not Required
34.	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	7/12 extract is enclosed herewith in the name of the Present land owners.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	No, as the Mortgagor/Borrower is yet to become the owner.
36.	(a) Whether the property offered as security is clearly demarcated ? (b) Whether the demarcation/partition of the property is legally valid ? (c) Whether the property has clear access as per documents ?	Yes Yes Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any	 Not Provided as the scheme is Under construction Not Provided as the scheme is Under construction N.A. N.A.
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.	The Boundaries are accurately mentioned in the sale Deed and other title document and sanctioned layout and buildings map.
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 will be obtained in respect of individual units situated in the scheme. Boundaries are properly demarcated in sanctioned layout and buildings maps.
40.	Any bar/restriction for creation of mortgage, under any local or special enactments, details or proper registration of documents, payment of proper stamp duty etc.	Nil Observed

(14).

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.	All the Original Title Deed shall be Available for Mortgage in respect of concern Apartment/s.
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.	The Mortgage will be created by Natural Person/s.
44.	Additional aspects relevant for investigation of title as per local laws.	1) All the original Title Documents in respect of individual Unit/s to be purchased such as Registered Agreement of Sale & Sale Deed to be executed in favour of the individual Borrower/s shall be obtained on the Bank's Record. 2) Mortgagor/Owner Affidavit in the Bank format regarding clear Title and NIL encumbrances shall also be obtained from the Borrower.
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	In Post Disbursement Modalities, the charge of the bank shall be created in the Revenue Records.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	The Intending Purchasers/ Borrowers of the Individuals Units situated in the **"RADHE GREENS"** Scheme.

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

Date : 30.09.2016
Place : Nagpur.

Signature of the Advocate

(15)

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, Waif 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 **1985 to 2016** 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 NIL (Specify the share of the Minor with Name). (Strike out if not applicable).

8. The Mortgage if created, will be available to the Bank for the Liability of the **Intending Purchasers / Borrowers** of Apartments/Units/Shops situated in the Scheme known as **"RADHE GREENS"**.

9. I certify that **Intending Purchasers / Borrowers** of Apartments/Units/Shops situated in the Scheme known as **"RADHE GREENS"** 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 since the Master Search of the Scheme is hereby carried, the deposit of following title deeds/ documents would create a valid and enforceable mortgage in respect of Individual Apartment.

(16)

Sl. No.	Particulars of the documents to be obtained	Name of parties	Original/Certified/Photocopy/True Copy
1.	Agreement of Sale / Registered Agreement of Sale in respect of the Apartment to be purchased by the borrower/s shall be obtained on the Bank's Record.	Intending Purchaser/Borrower	Original
2.	Sale Deed in respect of the Apartment to be purchased by the borrower/s shall be obtained on the Bank's Record	Intending Purchaser/Borrower	Original
3.	Borrowers Affidavit in the Bank format regarding clear Title and NIL encumbrances shall also be obtained.	Intending Purchaser/Borrower	Original

SCHEDULE OF THE PROPERTY (IES)

All That **Residential Complex / Project** to be collectively known and & styled as **"RADHE GREENS"**, consisting of 3 (Three) Blocks/ Buildings, numbered as "Block-A", "Block-B" and "Block-C", thus there are in total 3 (Three) independent Buildings/ Towers. Block-A building consists of Ground Floor and Four Upper Floors and having 84 (Eighty Four) Apartments/ Units in the said Building. Block-B building consists of Ground Floor and Four Upper Floors and having 84 (Eighty Four) Apartments/ Units in the said Building. Block-C building consists of Ground Floor and Three Upper Floors and having 5 Shops and 9 Apartments/Units in the said Building. Thus there are in all 177 Apartments/Units and 5 Shops in the said Residential Estate/Project consisting of various structures comprising 4 BHK Duplex Apartments, 2 BHK Apartments, 3 BHK Pent House Apartments and 1 BHK Service Apartment of various categories/types which are identified as Type A, Type B, Type C and Type D Apartments of the aforesaid Multistoried Buildings along with respective Built Up Areas as well as respective Proportionate Undivided Shares & Interest in the NIT Sanctioned Land admeasuring **13400 Sq. Mtr.,** Covering Plotable Area of 9524.584 Sq. Mtrs., Out of the land of Field Survey No. 137/2. Admeasuring 1.34 H.R., held in Occupancy Class-1 rights, P.S.K. No. 46 of Mouza : Isasani, situated at Village – Grampanchayat Isasani, Tahsil Hingna and District Nagpur and Bounded as Under.

Land Boundaries :-

East : By Survey Nos. 124 & 138
West : By 9.00 Mtrs. Road & Survey No. 137/1
North : By 12 Mtrs. Road & Remaining Portion of Survey No. 137/2 & Survey No. 6
South : By Survey No. 136

Place : Nagpur.
Date : 30.09.2016

Signature of the Advocate

(17)

Sheet showing flow of title of the intended mortgager and his/ its predecessors in interest from the Mother Deed to the Latest Title Deed.

That from the verification of land revenue records it is observed that the All that Piece & Parcel of **Land admeasuring 2.69 Hectors (6.64 Acre)** bearing Field Survey No. 137 (Old No. 6/1), P.S.K. No. 46, of Mouza: Isasani, situated at Village Isasani, Tahsil Hingna, District Nagpur was Originally belonged to **Shri Bhagumal Kachela Sindhi,** having purchased by him from its original owner Shri Damdu Saoji Dorle and Smt. Sivarabai Antuy Mankar and their children, by a Sale Deed Dt. 19.08.1968, which is duly registered in the Office of Sub-Registrar, Nagpur at Sr. No. 4572 on Dt. 20.08.1968.

That the aforesaid **Shri Bhagumal Kachela Sindhi** left for heavenly abode leaving behind him **1) Shri Omprkash Bhagumal Kachela, 2) Shri Rajkumar Bhagumal Kachela, 3) Shri Shankarlal Bhagumal Kachela, 4) Shri Kamla Shankarilal Kataria, 5) Smt. Bhagabai Rupchand Kachela, 6) Shri Sunil Rupchand Kachela, 7) Shri Ashok Rupchand Kachela, 8) Smt. Pevandabai Bhagumal Kachela, 9) Smt. Yashoda Ghanshyamdas Sajwani, 10) Mrs. Anju Dhiraj Govindani and 11) Shri Nandlal Bhagumal Krishnani (Kachela),** as his only legal heirs, who inherited the said entire property by way of intestate succession.

That one of said owners, namely **Smt. Yashoda Ghanshyamdas Sajwani** executed General Power of Attorney in favour of **Shri Prasanna Manohar Pardhi,** on dated 02.02.2008, which is duly registered in Sub-Registrar Katni (M.P.) at Sr. No. 205 on even date. Thereby granting powers to the said P.O.A. to dispose of her respective share in the aforesaid property.

That, similarly one another of said owners, namely **Mrs. Anju Dhiraj Govindani** also executed General Power of Attorney in favour of **Shri Prasanna Manohar Pardhi,** on dated 01.02.2008, which is duly registered in Sub-Registrar Raipur (M.P.) at Sr. No. 840 on even date. Thereby granting powers to the said P.O.A. to dispose of her respective share in the aforesaid property.

That, similarly one another of said owners, namely **Smt. Pevandabai Bhagumal Kachela,** also executed General Power of Attorney in favour of **Shri Prasanna Manohar Pardhi,** on dated 22.02.2008, which is duly registered in Sub-Registrar Nagpur-1 at Sr. No. 1390 on Dt. 25.02.2008. Thereby granting powers to the said P.O.A. to dispose of her respective share in the aforesaid property.

That, similarly one another of said owners, namely **Shri Nandlal Bhagumal Krishnani** executed General Power of Attorney in favour of **Shri Prasanna Manohar Pardhi,** on dated 03.05.2008, which is duly registered in Sub-Registrar Nagpur-1 at Sr. No. 2919 on even date. Thereby granting powers to the said P.O.A. to dispose of his respective share in the aforesaid property.

That, Seven out of the said eleven Co-Owners, namely 1) **Smt. Bhagabai Rupchand Kachela, 2) Shri Sunil Rupchand Kachela, 3) Shri Ashok Rupchand Kachela, 4) Smt. Pevandabai Bhagumal Kachela, 5) Smt. Yashoda Ghanshyamdas Sajwani, 6) Mrs. Anju Dhiraj Govindani and 7) Shri Nandlal Bhagumal Krishnani (Kachela),** later on transferred their $11/7^{th}$ (63.63 %) undivided share and interest in the said land of Kh. No. 137, admeasuring 1.34 Hectors of Mouza – Isasani by way of Sale to **Shri Prasanna Manohar Pardhi,** by a Sale Deed Dt. 16.07.2008, which is duly registered in Office of Sub-Registrar, Hingna at Sr. No. 4493 on even date.

That, by the Correction Deed to the above Sale Deed, Dt. 06.02.2009, Registered at Sr. No. 644, executed between the parties to the above Sale Deed, the percentage of said $11/7^{th}$ share in the above property is corrected and rectified as 50.00 % in the place of 63.63 % in respect of all the purposes.

(18)

That, on the said eventful day i.e. on Dt. 06.02.2009, Partition of the above land of Kh. No. 137, took place between the owner of 11/7th share i.e. **Shri Prasanna Manohar Pardhi,** and rest 4 co-owners out of the 11 co-owners of the said Property, namely 1) **Shri Omprkash Bhagumal Kachela, 2) Shri Rajkumar Bhagumal Kachela, 3) Shri Shankarlal Bhagumal Kachela, 4) Shri Kamla Shankarilal Kataria,** vide Partition Deed, Dt. 06.02.2009 duly registered at Sr. No. 645 on even date, whereby the separate independent divided Eastern half portion, admeasuring 1.345 H.R., out of the said Kh No. 137 admeasuring 2.69 H.R., came in the share of **Shri Prasanna Manohar Pardhi,** and remained half Western side independent portion also admeasuring 1.345 H.R., came in the share of other owners 1) **Shri Omprkash Bhagumal Kachela, 2) Shri Rajkumar Bhagumal Kachela, 3) Shri Shankarlal Bhagumal Kachela, 4) Shri Kamla Shankarilal Kataria.** The said land came in the share of **Shri Prasanna Manohar Pardhi,** is identified as Survey/Kh. No. 137/2of Mouza – Isasani admeasuring area of 1.345 Hectors or 1.34 H.R.

That, the said **Shri Prasanna Manohar Pardhi,** later on transferred the aforesaid property comprising all that piece and parcel of agricultural land bearing Kh. No. 137/2 of Mouza – Isasani having as area of 1.34 Hectors, land Revenue Rs. 7.43 Yearly, held in Bhogwatdar Class-1, situate at Isasani, in Tahsil Hingna & Dist. Nagpur by way of Sale to **Shri Shankar Murlidhar Murarka, Shri Vijaykumar Radheshyam Agrawal and Mrs. Manju Sharad Bagadiya,** by a Sale Deed Dt. 22.06.2009, which is duly registered in Office of Sub-Registrar, Hingna at Sr. No. 3501 on Dt. 01.08.2009.

That, out of the said joint Owners, **Shri Vijaykumar Radheshyam Agrawal and Mrs. Manju Sharad Bagadiya,** in their turn Gifted their 2/3rd share and interest in the said land bearing Kh. No. 137/2 in favour of **Smt. Asha Shankar Murarka** by a Gift Deed Dt. 15.06.2011, which is duly registered in Office of Sub-Registrar, Hingna at Sr. No. 3433 on even date. As a result therefore **Shri Shankar Murlidhar Murarka** has 1/3rd Undivided share in the said land and **Smt. Asha Shankar Murarka** is having 2/3rd Undivided share in the said land with heritable and transferable rights therein.

That, by an Agreement to Sale Dt. 09.05.2012, the aforesaid joint owners **Shri Shankar Murlidhar Murarka and Smt. Asha Shankar Murarka** agreed to sell the property comprising the Undivided 50 % share and interest in all that piece and parcel of agricultural land bearing Field Survey No. 137, P.S.K. No. 46, of Mouza: Isasani, having area of 1.34 Hectors (Or 3.32 Acres), situated at Village Isasani, Tahsil Hingna and Dist. Nagpur to **Shri Harmitsingh Bhagwansingh Sethi and Mrs. Narendrakaur Harmitsingh Sethi** and the said Agreement to Sell Dt. 09.05.2012, is duly registered in the Office of Sub-Registrar, Hingna at Sr. No. 2040 on even date.

That in pursuance of to the above said Agreement to Sell dated 09.05.2012, the aforesaid Joint Owners namely **Shri Shankar Murlidhar Murarka and Smt. Asha Shankar Murarka** later on transferred the aforesaid property comprising the Undivided 50 % share and interest (equivalent to 0.67 Hectors) in all that piece and parcel of agricultural land bearing Kh. No. 137/2 of Mouza: Isasani, having area of 1.34 Hectors (Or 3.32 Acres), situated at Village Isasani, Tahsil Hingna and Dist. Nagpur, by way of Sale to **Shri Harmitsingh Bhagwansingh Sethi and Mrs. Narendrakaur Harmitsingh Sethi** vide Sale Deed Dt. 04.07.2013 duly registered at Sr. No. 3124 in the Office of Sub Registrar, Hingna on even date. As a result therefore **1) Shri Shankar Murlidhar Murarka and Smt. Asha Shankar Murarka (50 % Share) and 1) Shri Harmitsingh Bhagwansingh Sethi and 2) Mrs. Narendrakaur Harmitsingh Sethi (50 % Share)** became Co-Owners/Joint Owners of the aforesaid property having heritable transferable rights therein & same is accordingly recorded in Revenue Records in their name .

The said land of Kh. No. 137/2 now is covered by Nagpur Metropolitan Area declared by Govt. vide Notification No. TPS/2409/2890/CR-356/05/UD-9, Dt. 31-08-2010, by which NIT now has been appointed as Special Planning Authority for the said Area and accordingly the N.I.T. has also issued Letter dated 21.03.2013 regarding its permission for sanction of Group Housing Scheme on the Land admeasuring 1.34 Hectors in Survey No. 137/2 of Mouza Isasani. Moreover the N.I.T. also entered in to Agreement with the then Title Holders namely **Shri Harmitsingh Bhagwansingh Sethi & 3 others** on dated 22.08.2013 regarding Development of the aforesaid land in question as per Group Housing Scheme following all the norms of the N.I.T. in this regard.

The said of Kh. No. 137/2, admeasuring 1.34 H.R. i.e. 13,400.00 Sq. Mtrs. , vide N.A. Order Passed by Collector, Nagpur Dt. 09.04.2013, in Revenue Case No. 280/NAP-34/ 2012-2013, in respect of Kh. No. 137/2, has been converted in to Non Agricultural land for residential purpose. Town Planning Department, Nagpur, also sanctioned Final layout Map, as per its Letter Dt. 22.08.2013 in respect of Field Survey No. 137/2.

The Title Holders/Developer namely **Shri Harmitsingh Bhagwansingh Sethi & 3 others**, being desirous to construct Multifamily Residential Apartments/ Complex/ Multistoried Buildings, consisting of various self contained Apartments, Shops, Duplexes etc. therein more popularly known & styled as **"RADHE GREENS"**, after following due process of law, duly obtained Building Permit & Commencement Certificate of the various constructions to be carried on the said land, from NIT (Metro), Nagpur, dated 24.02.2014, bearing No. B.E (METRO)/ West /Hingna Tahsil /Case No.MB3989/ 20130903l7/379.

Later on the said Title Holders i.e. all the above 4 joint owners, namely1) **Shri Shankar Murlidhar Murarka, 2) Smt. Asha Shankar Murarka,3) Shri Harmitsingh Bhagwansingh Sethi and 4) Mrs. Narendrakaur Harmitsingh Sethi** , brought the aforesaid property under the provisions of section 2 of the Maharashtra Apartment Ownership Act, 1970 and accordingly a Deed of Declaration of **"RADHE GREENS"** came to be executed on dated 07.10.2014, which is duly registered in Joint Sub-Registrar Office Hingna, Distt. Nagpur at Sr. No. 4114 on even date.

That, one of the above joint owners namely **Shri Harmitsingh Bhagwansingh Sethi,** there after died intestate on Dt. 28.10.2014, leaving behind his 1/4th share in the above property, in favour of his legal heirs, namely 1)**Mrs. Narendrakaur Harmitsingh Sethi 2) Shri Satpal Singh S/o Harmit Singh Sethi and 3) Shri Manmit Singh S/o Harmit Singh Sethi,** to succeed the same in intestate succession. Accordingly the name of said three legal heirs, namely 1)**Mrs. Narendrakaur Harmitsingh Sethi 2) Shri Satpal Singh S/o Harmit Singh Sethi and 3) Shri Manmit Singh S/o Harmit Singh Sethi,** are mutated in 7/12 revenue land records as the successors of the share of the said deceased owner. One of the above Legal heir of deceased owner Shri Harmitsingh Bhagwansingh Sethi, by name **Mrs. Narendrakaur Harmitsingh Sethi,** later on vide Release Deed Dt. 11.12.2014, Regd. at Sr. No. 5212, in the office of Sub-Registrar, Hingna on even date, relinquished her share from the afore stated property in favour of the other two joint owners i.e. her sons namely **1) Shri Satpal Singh S/o Harmit Singh Sethi and 2) Shri Manmit Singh S/o Harmit Singh Sethi.** In result **1) Shri Satpal Singh S/o Harmit Singh Sethi and 2) Shri Manmit Singh S/o Harmit Singh Sethi,** inherited the share of their father i.e. the afore stated deceased owner **Shri Harmitsingh Bhagwansingh Sethi.** The Gram Panchayat Taxes in respect of the above property are previously paid up to 2013-14 and N.A. Taxes are paid up to 2014-15.

That there are in total 3 (Three) independent Buildings/ Towers. Block-A building consists of Ground Floor and Four Upper Floors and having 84 (Eighty Four) Apartments/ Units in the said Building. Block-B building consists of Ground Floor and Four Upper Floors and having 84 (Eighty Four) Apartments/ Units in the said Building. Block-C building consists of Ground Floor and Three Upper Floors and having 5 Shops and 9 Apartments/Units in the said Building. Thus there are in all 177 Apartments/Units and 5 Shops in the said Residential Estate/Project known and styled as **"RADHE GREENS".**

That the said Scheme owners /Developer is entitle to carry on and complete the construction of the afore stated township complex/project known and styled as **"RADHE GREENS"** on land of Kh. No. 137/2, admeasuring 1.34 H.R., of Mouza Isasani, situated at Village Isasani, in Tah. Hingana and Dist. Nagpur and also further entitle to Sale the all consisting of various structures comprising 4 BHK Duplex Apartments, 2 BHK Apartments, 3 BHK Pent House Apartments and 1 BHK Service Apartment, situated in the above scheme and to obtain the agreed Sale consideration from intending Purchasers/ Borrowers.

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That the copy of the Allotment Letters, Consent Letters, Agreements of Sale/ Sale Deeds etc. to be executed in favour of Borrowers/ Intending Purchasers pertaining to the individual apartments duly signed by the said land owners/ developers and the concerned Borrowers/ Intending Purchasers shall be obtained on the bank records.

That as per the instruction of the bank previously Master Search of the above Property has been carried by the undersigned Advocate for the Period of 30 years, starting from 1985 to 2014 by depositing necessary search fees in the Sub Registrar Office at Nagpur (Gramin), Distt. Nagpur vide Receipt No. 13635 Dt. 10.12.2014 & Receipt No. 2256 Dt. 09.12.2014 and now as per the bank instructions, Interim Master Search for the period 2015-2016 has been carried by deposing necessary search fees with Sub Registrar Office, Nagpur (Gramin) Dist. Nagpur vide Receipt No. 4795229 Dt. 30.09.2016.

While carrying this Interim Master Search, The Latest Grampanchayat Isasani Tax Payment Receipt Dt. 18.08.2016 & N.A. Tax Payment Receipt Dt. 19.08.2016, for the period up to the year 2016-2017 pertaining to the above Properties and Latest land Revenue Abstract Dt. 10.08.2016, of the property in question is/are also obtained on the bank record.

That the chain of the title document for the last 30 Yrs. is properly established and the title of the property in question is legal and marketable, free from any anomaly and the Bank can accept such property in mortgage as good and enforceable security.

That in post disbursement modalities, the charge of the Bank shall be created in the Land Revenue Records to safeguard the interest of the bank in the mortgaged security more purposefully.

That in view of the torn, incomplete, mutilated index records which are also not available in sequence and readily and due to non connectivity to the index of registered documents because of the centralize registration system since November-2005, it is necessary to secure the sworn affidavit from the present owners/borrowers in Bank prescribed format regarding nil encumbrances and clear title.

Date : 30.09.2016
Place : NAGPUR

Signature of the Advocate