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Date : 19-07-2017

THE TITLE VERIFICATION AND SEARCH REPORT AND NON-ENCUMBRANCE CERTIFICATE

Having been engaged by **SHRI ANAND NAGRI SAHAKARI BANK LTD** for preparing the Title Verification and Search Report and Non Encumbrance Certificate for the property i.e. All that piece and parcel of land admeasuring 450.00 sq. mts. bearing Plot No. 5, within the Naik Layout made on Khasara No.8, City Survey No.05, Sheet No.12, Mouza Parsodi situated at Jaitala Road, Ward No.69 (75), Nagpur, within the limits of Nagpur Municipal Corporation, Tahsil and District Nagpur, proposed to be mortgaged by **Shri Ashish Manoharrao Nerkar** being constituted attorney for (1) Shri Mahesh Ganpatrao Tiwaskar (2) Shri Avinash Ganpatrao Tiwaskar (3) Smt. Veena Vijayrao Arekar (4) Smt. Deepa Diliprao Ingle (5) Smt. Jayshree Lakshmikant Raulkar (6) Smt. Rajeshri Maheshrao Deshmukh for securing the financial assistance proposed to be taken from Shri Anand Nagri Sahakari Bank Ltd, we do hereby submit our report as under:-

1. That The Nagpur Improvement Trust, Nagpur an owner of the property in question executed an Indenture of Lease dated 07-04-1993 in favour of Shri Ganpatrao Deorao Tiwaskar for a period commencing from 29-02-1992 and ending on 28-02-2022, which has been registered in Addl. Book No.1, Volume No.139, Pages 170 to 172 at Serial No.1121 with Jt.Sub-Registrar, Nagpur-8 on 07-04-1993.

2. That Shri Ganpatrao Deorao Tiwaskar died on 15-04-1996 and his wife Sou. Sumantai Ganpatrao Tiwaskar died earlier on 27-10-1988 leaving behind him the legal heirs named hereunder:-

(1) Shri Mahesh Ganpatrao Tiwaskar
(2) Shri Avinash Ganpatrao Tiwaskar
(3) Smt. Veena Vijayrao Arekar
(4) Smt. Deepa Diliprao Ingle
(5) Smt. Jayshree Lakshmikant Raulkar
(6) Smt. Rajeshri Maheshrao Deshmukh

3. That the names of the aforesaid legal heirs being the only successors of Shri Ganpatrao Deorao Tiwaskar in respect of the property in question is recorded by the City Survey Officer, Circle-III, Nagpur vide Entry dated 31-03-2015.

4. That the aforesaid owners namely (1) Shri Mahesh Ganpatrao Tiwaskar

Nagpur bearing PAN-AALFG0054D, through its Partners (1) Shri Jaiwant Jeewalpuri Goswami PAN-AGHPG3356L, and (2) Shri Ashish Manoharrao Nerkar PAN-ADTPN4137F, which has been registered in Book No.1 at Serial No.2958 with Joint Sub-Registrar, Nagpur-6 on 16-07-2015. By said agreement the said owners permitted for the development of the property in question.

5. That the aforesaid owners namely (1) Shri Mahesh Ganpatrao Tiwaskar, (2) Shri Avinash Ganpatrao Tiwaskar, (3) Smt. Veena Vijayrao Arekar, (4) Smt. Deepa Diliprao Ingle, (5) Smt. Jayshree Lakshmikant Raulkar, and (6) Smt. Rajeshri Maheshrao Deshmukh also executed Irrevocable Power of Attorney dated 16-07-2015 which has been registered in Book No.4 at Serial No.2959 with Joint Sub-Registrar, Nagpur-6 on 16-07-2015. By said Power of Attorney the said owners authorized the attorney namely Shri Ashish Manoharrao Nerkar for the development and sale of the units to be constructed in and upon property in question, which have not been reserved for the lease hold owners.

6. That the necessary sanction for making construction in and upon the land in question is obtained from the concerned authorities of Nagpur Municipal Corporation, Nagpur vide Permit No.91/B.P/Parsodi (W)/T.P./N.M.C./75 dated 20-01-2016.

7. That the building proposed to be constructed upon the land in question had been submitted to the provisions of Apartment Ownership Act, 1970 on executing a Deed of Declaration dated 28-03-2016, which has been registered in Book No.1 at Serial No.1724 with Joint Sub-Registrar, Nagpur-6 on 06-04-2016.

Thus the links in the chain of title have been properly established. All the transactions have been duly verified from the relevant records of Registrar of Documents, City Survey Authorities, Nagpur Municipal Corporation, Nagpur.

8. We have caused the search of records of Registrar Offices from Inspection Book No. (I), Index No. (II) and other relevant records, for last 13 years, by paying necessary search fees. The original receipt is enclosed herewith.

9. On the basis of search made by us and the documents placed before us, we certify that the rights, title, interest and claim upon the property i.e. the Plot is mortgagable by the proposed mortgagors. We further certify that the title of the Vendor to the aforesaid mortgagors upon the property specified in the schedule is found to be free from encumbrances, charges, liens and mortgages or any other claim affecting the clear title, as on the date.

10. That, all the relevant documents of title placed before us have been verified ad tallied from the records of Registrar of Documents and/or from the records of appropriate authorities.

11. We are satisfied and confirm that the property is heritable and transferable and the transferors have right to transfer. All documents have desired effect. Facts and events material to title have been satisfactorily proved.

12. We certify that all relevant documents, are duly stamped, wherever the stamp duty is payable in these documents, in accordance with the provisions of the Maharashtra Stamp Act, 1958/Indian Stamp Act, 1959, as amended up to date. Similarly, the relevant documents have been registers/ attested, wherever these document require Registration/Attestation.

marketable.

14. We have to further add that there is no impediment, if the proposed mortgagors mortgage the property to Shri Anand Nagri Sahakari Bank Ltd. for raising the loan and such property will be good marketable security in favour of the Bank.

14. The bank would be required to obtain the deposit of the following documents for causing the registered mortgage in its favour:-

(i) Original Lease Deed executed in favor of the proposed mortgagors.

(ii) Original Agreement of Development which has been registered in Book No.1 at Serial No.2958 with Joint Sub-Registrar, Nagpur-6 on 16-07-2015.

(iii) Original Power of Attorney dated 16-07-2015 registered in Book No.4 at Serial No.2959 with Jt.Sub-Registrar, Nagpur-6 on even date

(iv) Latest certified copy of Akhiv Patrika recording the name of the Vendor to the proposed mortgagor.

(v) Receipt of N.M.C. Tax duly paid up to 31-03-2017.

(vi) Receipt of N.I.T Ground Rent Tax paid upto date.

(vii) A list of Apartment/units already sold or having been agreed to be sold by the developer be obtained on affidavit and the said unit be excluded from the mortgage to be created in favour of the bank and further a declaration be obtained from the developer on affidavit that the developer shall not sale/transfer/mortgage any unit of the property in question without the consent of the Bank.

(viii) An Affidavit be obtained from the developer that he shall registered hi scheme under the provisions of Real Estate Regulation Act on or before 31/07/2017.

13. The following compliances be done after creation of registered mortgage:

(i) The name of Bank be recorded with city survey authorities having charge over the property in question.

SCHEDULE OF PROPERTY

All that piece and parcel of land admeasuring 450.00 sq. mts., bearing Plot No. 15 with present and future construction thereon of N.I.T being part of the entire land bearing Khasara No.8, City Survey No.05, Sheet No.12, Mouza Parsodi situated at Jaitala Road, Ward No.74, within the limits of Nagpur Municipal Corporation & Nagpur Improvement Trust, Tahsil and District Nagpur, which is bounded as under:-

On the East	: Road.
On the West	: Plot Nos. 24, 25, and 26.
On the North	: Plot No.14.
On the South	: Plot No.16.