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B.COM, LL.B.

ADVOCATE

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Off. Opp. Mayo Hospital,

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Res. (Indry) Apartment,

Phase-II, Nagpur-42

TITLE INVESTIGATION REPORT (TIR)

1.	a) Name of the Branch/BL seeking opinion by Reference No. and date of the letter under the cover of which the documents tendered for examination are forwarded.	BLATPC, ZO, SH, Nagpur Muster No.011 "SANDDESH CITY - ISIL - 5" and "SANDDESH CITY - ISIL - 6"
	b) Name of the Borrower	Individual Doves' lending Purchasers of Individual Doves.
2.	a) Name of the individual/company/person offering the property (s) as security.	M/s. Sandesh Infrastructures Private Limited, a Company incorporated under Companies Act, 1956, through its Director's,
	b) Continuation of the individual/person body/authority offering the property for creation of charge.	A Company incorporated under Companies Act, 1956.
	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 in security for creation of mortgage, whether, separate, registered mortgage.	1) "SANDDESH CITY - ISIL - 5" Bungalow/Villa Scheme consisting of 10 blocks covering B Type, Independent and self contained separate 2B Bungalow/Villa styled as "ARIELLA", bearing Nos. D- 30 to D-58, which are being underlaid on Non Agricultural and Town Planning sanctioned Amalgamated P&I Nos. 24 to 34, measuring in total 5679.16 Sq. Mtrs. as per 7/17 (Metro) Sanctioned Building Map. 2) "SANDDESH CITY - ISIL - 6" Bungalow/Villa Scheme consisting of 7 blocks covering D Type, Independent and self contained separate 1A Bungalow/Villa styled as "ARIELLA", bearing Nos. D-25 to D-38 and D Type 17 Independent Bungalow/Villa styled as "ARIELLA", bearing Nos. D-21 to D-37 which are being constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 46 to 54, measuring in total 1,508.27 Sq. Mtrs. as per 7/17 (Metro) Sanctioned Building Map.

		Both the above "SANDRESH CITY - ISLE - 5 & 6" Scheme situated in the Sam-Agricultural and Town Planning Sanctioned Layout drawn on the land of Field Survey No 1801, 1802, 1803, 1805, 1881, 1882, 1891, 1892 & 1893 of Moathi, Jambha, P. II No. 42, situated in Village Jambha, Gram Panchayat Jambha, Tal. Nagnor (Gundach, Dist. Nagpur).
(A) Survey No.		"SANDRESH CITY - ISLE - 5" is situated on Amalgamated Plot Nos. 24 to 34 & "SANDRESH CITY - ISLE - 6" is situated on Amalgamated Plot Nos. 46 to 54 out of Field Survey 1801, 1802, 1803, 1805, 1881, 1882, 1891, 1892 & 1893 of Moathi - Jambha, P. II, No. 42, situated in Village Jambha, Gram Panchayat Jambha, Tal. Nagnor (Gundach, Dist. Nagpur).
(B) Door No. (in case of house property)		"SANDRESH CITY - ISLE - 5" consists of Bangalows/Villas Scheme covering 20 Bangalows/Villas styled in "AURELIA", bearing Nos. B-19 to B-38 and "SANDRESH CITY - ISLE - 6" consists of Bangalows/Villas Scheme covering 14 Bangalows/Villas styled in "AURELIA", bearing Nos. B-25 to B-38 and Type 17 Bangalows/Villas styled in "ANTHIA", bearing Nos. D-31 to D-37.
(C) Present use including plots built up area in case of house property		1) "SANDRESH CITY - ISLE - 5" Bangalows/Villas Scheme consisting of 10 blocks covering B-Type Independent and self contained separate 20 Bangalows/Villas styled in "AURELIA", bearing Nos. B-19 to B-38, which are being constructed on Non-Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 24 to 34, amounting to total 5679.6 Sq Mtrs. as per NIT (Memo) Sanctioned Building Map. 2) "SANDRESH CITY - ISLE - 6" Bangalows/Villas Scheme consisting of 7 blocks consisting B-Type Independent and self contained separate 14 Bangalows/Villas styled in "AURELIA", bearing Nos. B-25 to B-38 and D-Type 17

			Independent Bangalore/Villu styled as "ANTILLA", bearing Nos. D-21 to D-27 which are being constructed on Non-Agricultural and Town Planning sanctioned. Amalgamated Plot Nos. 46 to 54, aggregating in total 18,308.47 Sq. Mtrs. as per NIT (Metro) sanctioned Building Map. Both the above "SANDERS-I CITY - ISLT - 5 & 6" Scheme situated on the Non-Agricultural and Town Planning Sanctioned Layout drawn on the land of Field Survey No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 of Mouza - Jandhu, P. H. No. 42, situated in Village Jandhu, Gram Panchayat Jandhu, Tal. Nargpur (Gannur), Dist. Nargpur. Situated in the "SANDERS-I CITY - ISLT - 5" Apartment Scheme on Non Agricultural and Town Planning sanctioned Plot Nos. 24 to 34 and "SANDERS-II CITY - ISLT - 6", Apartment Scheme on Non Agricultural and Town Planning sanctioned Plot No. 46 to 54 out of the Field Survey No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3, Mouza - Jandhu, P. H. No. 42, situated in Village Jandhu, Gram Panchayat Jandhu, Tal. Nargpur (Gannur), Dist. Nargpur.
1	a) Particulars of the documents submitted serially and chronologically (a) Name of documents verified and in so far as they are original or verified copies or registration extracts duly certified. Notes: Only original or verified extracts from the registering/assessing/other authorities be presented.	As Listed Below	
Sl. No.	Particulars of the documents submitted	Name of parties	Original/Certified/Photocopy/True Copy
1	Sale Deed Dt. 08/02/2018, Regd. at Sr. No. 1216, in respect of land of P.H. No. 186/2, 186/3, 188/2, 189/1, 189/2 & 189/3 in total land admeasuring 11.51 HR.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original verified from Income Tax Department
2	Imposition Agreement in Sale Dt. 15.12.2009 imposed sale EVN Case No. 62009-10 and registered on 05.02.2010 for total land admeasuring 11.51 HR out of P.H. No. 186/2, 188/1, 188/2, 189/1, 189/2 & 189/3.	M/s. Sandesh Infrastructures Private Limited, through its Director.	Original verified from Income Tax Department

3.	Sale Deed Dn. 12.10.2004, Regd. at Sr. No. 3538, in respect of land at Kh. No. 186/2 administering 1.57 H.R.	M/s. Bahron Vinnay Pvt. Ltd., through its Director	Original verified from Income Tax Department
4.	Sale Deed Dn. 12.10.2004, Regd. at Sr. No. 5517, for land at Kh. No. 186/1, 186/2, 186/3, 186/4, 186/5 & 186/2 administering 9.54 H.R.	M/s. Bahron Vinnay Pvt. Ltd., through its Director	Xerox
5.	Sale Deed Dn. 25.10.2010, Regd. at Sr. No. 6648, for land of Kh. No. 154, 186/5, 186/1, 186/2, 186/3 administering 8.10 H.R.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
6.	Impounded Agreement to Sale Dn. 26.12.2009 impounded vide EVN Case No. 826/09-10 and registered on 20.01.2010 in respect of total land administering 8.10 H.R. out of Kh. No. 154, 186/5, 186/1, 159, 156/1H.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
7.	Sale Deed Dn. 16.08.2007, Regd. at Sr. No. 5996, in respect of land of Kh. No. 186/1 administering 2.65 H.R.	M/s. Sandesh Infrastructures Pvt.	Xerox
8.	Sale Deed Dn. 22.08.2007, Regd. at Sr. No. 5164, in respect of land of Kh. No. 186/5 administering 1.58 H.R.	M/s. Sandesh Infrastructures Pvt.	Xerox
9.	Sale Deed Dn. 08.07.2010, Regd. at Sr. No. 1217, in respect of land of Kh. No. 186/3 administering 1.47 H.R.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original verified from Income Tax Department
10.	Impounded Agreement to Sale Dn. 15.12.2009 impounded vide EVN Case No. 621/09-10 and registered on 05.02.2010 in respect of land administering 1.47 H.R. out of Kh. No. 186/3.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original verified from Income Tax Department
11.	Sale Deed Dn. 10.07.2008, Regd. at Sr. No. 4106, in respect of land of Kh. No. 186/2 administering 1.47 H.R.	M/s. Hindustan Roadways Pvt. Ltd., through its Director	Original verified from Income Tax Department
12.	1-12 Extract (7 Nos.) of Dn. 02.04.2011, in respect of land of Kh. No. 186/1, 186/2, 186/3, 186/5, 186/1, 186/2, 186/3, 186/5, 186/1, 186/2, 186/1.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
13.	1-12 Extract (2 Nos.) of Dn. 08.11.2010, in respect of land of Kh. No. 186/2 & 186/3.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner



14	Grouped by Ton Russell in 08.03.2014, for the year 2014-2015, in respect of N.A. land of K.R. Nos. 180/1, 186/2, 186/3, 186/4, 186/1, 186/2, 186/1, 189/2 & 189/3.	M/s. Sankesh Infrastructures Private Limited, through its Director,	Original with Land Owner
15	N.A. Order Passed by Collector, Nagpur Dt. 22.10.2010, in Revenue Case No. 103/NAP, 147010-2011, in respect of land of K.R. No. 186/1, 186/2, 186/3, 186/4, 186/1, 186/2, 186/1, 189/2 & 189/3 submitting 19.11.11.	M/s. Sankesh Infrastructures Private Limited, through its Director,	Original
16	General Power of Attorney Dt. 29.03.2008, Regd. in Sr. No. 2156, in respect of land of K.R. No. 186/3.	Shri Kabeish Ramchandra Peshke	Original verified from Income Tax Department
17	Impounded General Power of Attorney Dt. 17.03.2007, impounded vide Case No. 22708-09, and registered on 10.04.2008, to act on behalf of M/s. Baham Vintney Pvt. Ltd.	M/s. Mahesh Agrawal	Xerox
18	Droveable General Power of Attorney Dt. 03.10.2008, Regd. in Sr. No. 2005, in respect of land of K.R. No. 189/1.	Shri Sarvada Mahant, Partner	Xerox
19	Droveable General Power of Attorney Dt. 03.06.2008, Regd. in Sr. No. 2006, in respect of land of K.R. No. 189/2.	Shri Sarvada Mahant, Partner	Xerox
20	Droveable General Power of Attorney Dt. 03.04.2008, Regd. in Sr. No. 2008, in respect of land of K.R. No. 189/3.	Shri Sarvada Mahant, Partner	Xerox
21	Special Power of Attorney Dt. 08.02.2010, Regd. in Sr. No. 209, to act on behalf of M/s. Baham Vintney Pvt. Ltd. and Rishabh Roadways Pvt. Ltd.	Shri Mahesh Ramchandra Peshke	Xerox
22	General Power of Attorney Dt. 29.03.2008, Regd. in Sr. No. 2156, in respect of land of K.R. No. 186/3.	Shri Rakesh Ramchandra Peshke	Xerox
23	Impounded General Power of Attorney Dt. 17.03.2007, impounded vide Case No. 21709-09, and registered on 10.04.2008, to act on behalf of M/s. Dhanada Roadways Pvt. Ltd.	M/s. Mahesh Agrawal	Xerox



24.	N.A.T. Letter No. AFD/Memo-17/1503, Dt. 17.03.2013, regarding approval of proposed layout on N.A. Land, addressing 15.98 Hectare in Survey No. 186/1,2,3, 188/1,2,3.	Mr. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
25.	Asst. Director, Town planning, Nagpur sanction Layout Map vide No. Sanction/3541, Dt. 08.09.2010, in respect of Layout on Field Survey No. 186/1,2,3, 188/1,2, 189/1,2,3, covering 188 Hecta.	Mr. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
26.	NIT unrecorded Building Permit bearing No. B.E(Memo)/South/Nagpur/Broad/Cane No. MH/449/2014/021861,437, Dt. 12.05.2014, in respect of Scheme no. Plot Nos. 34 to 34.	Mr. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
27.	NIT unrecorded Building Map bearing No. B.E(Memo)/South/Nagpur/Broad/Cane No. MH/449/2014/021861,437, Dt. 12.05.2014, in respect of Scheme no. Plot Nos. 34 to 34.	Mr. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
28.	NIT unrecorded Building Permit bearing No. B.E(Memo)/South/Nagpur/Broad/Cane No. MH/448/2014/021862,436, Dt. 12.05.2014, in respect of Scheme no. Plot Nos. 46 to 54.	Mr. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
29.	NIT unrecorded Building Map bearing No. B.E(Memo)/South/Nagpur/Broad/Cane No. MH/448/2014/021862,436, Dt. 12.05.2014, in respect of Scheme no. Plot Nos. 46 to 54.	Mr. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
30.	Deed of Declaration Dt. 17.10.2014, Regd. at Sd. No. 5991, in respect of "SANSDESH CITY - ISIE - 5" scheme on Plot No. 34 to 34 of the Field Survey No. 186/1,2,3, 188/1,2, 189/1,2,3.	Mr. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
31.	Deed of Declaration Dt. 17.10.2014, Regd. at Sd. No. 5990, in respect of "SANSDESH CITY - ISIE - 6" scheme on Plot No. 46 to 34 of the Field Survey No. 186/1,2,3, 188/1,2, 189/1,2,3.	Mr. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
32.	N.A.Tas. Payment Receipt, Dt. 17.10.2014, for the year 2014-15 for the above N.A. Land	Mr. Sandesh Infrastructures Private Limited	Original with Land Owner

1.	Whether certified copy of all title documents are obtained from relevant Sub-Registrar office and compared with the documents made available by the proposed bank/guarantor? (Plencos also enclose all such certified copies and relevant fee receipts along with the TTR.)	(Originals are jointly available with bank/banker, owner and guarantor impounded by Income Tax Department, Nagpur. The Income Tax Department made the impounded documents available for verification and all Title Deeds and Index if thereof are verified from Sub-Registrar Office, Nagpur.
6.	a) Whether the records of registrar office or government authorities relevant to the property in question are available for verification through any online portal or computer system? b) If such online/computer records are available, whether any verification of cross checking has made and the comments/ findings in this regard. 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?	Online system is available from 2012-13. Not Possible for want of availability of system, hence not made.
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office? b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of such registrar/whether registrar/registrar-general. If so, please name all such offices? c) Whether search has been made at all the offices named in (b) above? 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?	Nagpur Criminal Dist. Nagpur Sub Registrar, Nagpur Nos. 7 and Nagpur Criminal D.O.
		Yes, whenever the Document concerned are Registered.
		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 names to the current title holder. And wherever Minor's interest or other thing on title is involved, search should be made be made for a further period, depending on the need for clearance of such thing on the Title. In case of property offered as security for loan 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 Mortgagee over the Property (whether full ownership right, Leasehold, Rights, Occupancy/ Possession) Rights of loan holder or Govt. Guarantee/Allotee etc.)	1) "SANDRESH CITY - 1841 - 5" Bangalore/Village Scheme consisting of 10 blocks covering 11 type Independent & self contained 20 Bangalore/Village apptd as "ATRELLA", bearing Nos. 11-29 to 11-58, which are being constructed on Non Agricultural and Town Planning sanctioned Agricultural Plot Nos. 24 to 34, amounting to total 5670 sq. Mts. as per MCI (Mortgage) Schedules Building Map.

	2) "SANDHESI CITY - ISLE - 6" Bhugdoses/Villa Scheme consisting of 2 Blocks covering B Type, Independent and self contained separate 14 Bhugdoses/Villa; titled as "ATRELLA", bearing No. R-25 to D-38 and D Type 17 Independent Bhugdoses/Villa titled as "ANTILLA", bearing No. D-31 to D-37 which are being constructed on Non Agricultural and Town Planning sanctioned Antilgated Plot No. 46 to 54, commencing in road 8,508.47 Sq. Mtr. or per cent (0.22%) Bhugdosed Building Map. Both the above "SANDHESI CITY - ISLE - 5 & 6" Scheme situated on the Non-Agricultural and Town Planning sanctioned Layout drawn on the land of Field Survey No. 1861, 1862, 1863, 1865, 1861, 1862, 1861, 1862 & 1863 of Mahon District, P. H. No. 47, Situated at Village Landia, Gram Panchayat Jambha, Tal. Naggur (Ghorahi, Dist. Naggur).
iii. If leasehold, whether:	N/A
a) Lease Deed is duly stamped and registered	N/A
b) Lease 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 permit for the creation of any superstructure (if applicable)?	N/A
f) Right to get renewal of the leasehold rights and terms thereof	N/A
11. If Govt. joint allotment/Lease cum/Sale Agreement, whether:	N/A
Govt. Agreement or provides for alternate rights in the mortgage with or without condition.	N/A
The mortgagor 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 transferrable.	N/A
b) Mortgage can be created.	N/A

[Handwritten Signature]

13.	Notice of Maine's action, if any and if so, whether creation of mortgage could be possible; the immediate/procedure to be followed and the reasons for curing or such resolution.	N/A (C) = void
14.	If the property has been transferred by way of Gift/Settlement Deed, whether: a) The Gift/Settlement Deed is duly stamped and registered. b) The Gift/Settlement Deed has been attested by two witnesses. c) The Gift/Settlement Deed satisfies the property to Donee. d) Whether the Donee has accepted the gift by signing the Gift Deed or by a separate writing or by implication be action. e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question. f) Whether the Donee is in possession of the gifted property. 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. h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N/A N/A N/A N/A N/A N/A N/A N/A
15.	(a) In case of partition/settlement deed, whether the original deed is available for deposit. If not the ready/procedure to be followed to create a valid and enforceable mortgage. (b) Whether mutation has been effected and whether the mortgage is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgage has acquired a mortgageable title therein. (d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/conditions are complied 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?	N/A N/A N/A N/A N/A
16.	Whether the title documents include any testamentary documents/wills? (a) In case of will, whether the will is registered with an 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 situated on the basis of will?	No N/A N/A N/A
	(d) Whether the original will is available? (e) Whether the original death certificate of the testator is available?	N/A N/A

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	(f) What are the circumstances under documents to establish the will in question is the last and final will of the testator? (g) 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 Mahesh Urs' legal aid deeds are to be explained.)	N/A
17.	(a) Whether the property is subject to any such trusts? (b) Whether the property belongs to church, temple or any religious/other institutions having any restriction in creation of charges on such properties? (c) Permissions/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 issued for family benefit, legal necessity, whether the Mahesh Urs' presence fore, no objection/join in execution, minor's share if any, rights of female members, etc. (b) Please also comment on any other aspects 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? (b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? (c) If so, additional precaution/permissions to be observed for creation of valid mortgage? (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. (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? (c) In the case of conversion of Agricultural land for residential purposes or otherwise, whether regular procedure followed permission obtained.	The Property is Non Agricultural land for Residential Purpose duly authorized by Collector, Nagpur, Town Planning Nagpur and NIT (Mahesh) Nagpur. N/A Permission of conversion of agricultural land for Residential purpose is granted by the Collector, Nagpur vide N.A. Order Passed by Collector, Nagpur on 23.10.2011 in Revenue Case No. 1432/NAP, 74/2010-2011, in respect of land of A.D. No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 situate/lying in total 19.15 Hect. (i.e. 1.91, 200.09 Sq. Mtrs.

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21	Whether the property is affected by any local law or other regulations limiting a borrowing, the creation security (the Attachment Loan, Worker Sections, Mortgage, Land Laws, SEC regulations, Credit Zone Regulations, Environmental (Borrower, etc.)	Valid. Local Notification No. 178/2409/2890/CR-15405/CD, 6, De 31-04-2010, the said local law comes under Mortgage Metropolitan Area. The necessary formalities in this regard are duly complied with.
22	(a) Whether property is subject to any pending or proposed land acquisition proceedings? (b) Whether any search-enquiry is made with the Land Acquisition Officer and the concerns of such search-enquiry.	N/A, as the land borrow is duly sanctioned by Collector, Nagpur, Town Planning Dept, Nagpur and NIT (Sector) Nagpur.
23	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded? (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? (c) Whether the title documents have any court seal marking which points out any litigation/ attachment/seizure in court in respect of the property in question? In such case please comment on such seal-marking.	Not observed, as the properties are not affected by the Income Tax Department or by any other Authority. Not Observed
24	(a) Is case of partnership firm, whether the property belongs to the firm and the said firm is properly registered. (b) Property belonging to partner, whether drawn on bank/loan? Whether formalities for the same have been completed as per applicable laws?	N/A
25	(a) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm. (b) 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 (RCC), Articles of Association provision for common seal etc.	1) Yes the Property presently belongs to a Regd. Company and all the formalities in this regard are duly complied with. 2) Fresh Not. R.O.C. Charge Certificate shall be obtained. 3) Company Resolution for selling the individual units in question and for authorizing a Particular Person there for shall be obtained.
26	In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, by-laws.	N/A
27	(a) Whether any POA is involved in the title of title?	Yes

[Handwritten Signature]

(b) Whether the POA described in one executed with interest. (c) A Development Agreement-earn-out/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 or not how.	N/A
(c) In case the title document is executed by the POA holder, please clarify whether the POA needed is (a) one executed by the builder via Company/ Firm/ Individual or Proprietary Concern in favour of then Partners/Employees/Authorized Representatives to sign: Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deed, or in favour of buyers of Res/units (Builder's POA) or (ii) other type of POA (Common POA) (d) In case of Builders POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA (e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	The above statements are executed by the Power of Attorney Holder. N/A Common POAs are executed in previous transaction
1. Whether the original POA is verified and the title investigation is done on the basis of original POA? 2. Whether the POA is a registered one? 3. Whether the POA is a special or general one? 4. Whether the POA contains a specific authority for execution of the document in question?	Yes Yes (General and Special ones) 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 assumed from the effect of sub-registration?)	Yes, the POA are observed as to force.
(g) Please comment on the genuineness of POA?	POA are Registered Char
(h) The unopposed opinion on the enforceability and validity of the POA? 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 and substantiated in terms of the Law of the place, where it is executed.	POA were enforceable when acted upon. The mortgage will be executed by individual owners/homeowners of the independent units.
29. If the Property is a flat/apartment in 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.	Properties shall be Individual Proprietors' With Original Land Owner N/A, Cause being Developer Owner/Developer Minor Search is hereby carried To be obtained from borrower's payable on Borrower's Agreement. N/A.

[Handwritten Signature]

	(ii) Approval of building plans, permission of appropriate authority, etc; (i) Conveyance in favour of Society / Condominium co-owners; (j) Occupancy Certificate/allotment letter/letter of possession; (k) Membership details in the Society, etc. (l) Share Certificate; (m) No Objection Letter from the Society/Builder; (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 getting the Flood charges on the reports of the Housing Society, if any; (p) If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any; (q) Whether the numbering pattern of the land/building falls in all documents such as Approved plan, agreement plan, etc.	Building Plans are duly approved Deed of Declaration of Scheme is Prepared Allotment to be provided in favour of Member. To be provided by Society in the future N/A N/A Duly complied with N/A Layout is duly approved and demarcated. Numbering Pattern falls with Deed of Declaration of Scheme.
30	Documents, Abstracts, and other claims submitted 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 no satisfaction of charge, if any.	1986 to 2015 (30 Years) Receipt No. (1) 1418939 (2) 1418828 Issd Date:- 06.06.2015. Comprehensive taxes and N.A. Taxes in respect of the said property are paid up to the year 2015.
32	Details regarding property tax or land revenue or other statutory dues payable/whether an due and if not paid, what remedy?	Not Flagged
33	(a) Urban land ceiling certificate, whether required and if so, details thereon; (b) Whether No objection Certificate under the Income Tax Act is required/obtained.	Not Flagged Not Flagged
34	Details of REC, construction contract/Kaiba contracts pertaining to the property in question.	The Revenue Decn. 7/12, abovesaid and stampduty and Tax Receipts are available in the name of present owner/developer.
35	Whether the name of mortgagee is reflected as owner in the revenue/Municipal/Village records?	No, as the Mortgagee 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 in such scrutiny? (a) Document in relation to electricity connectivity; (b) Document in relation to water connection; (c) Document in relation to Sales Tax.	Nil substantiated Nil substantiated Nil substantiated

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	Registration, if any applicable: (b) Other utility bills, if any.	All submitted
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 T.P. sanctioned layout map and Functional Building Map.
39.	If the valuation report and/or approved sanctioned plans or study architect plan(s) consent 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 TIF, please provide these comments subsequently, including the same available to the advocate.)	Town Planning sanctioned layout map is available. The description and boundaries of the property on the said document and that in the title deeds are in consonance. Valuation Report is not made available.
40.	Any restriction for creation of mortgage under any local or special enactment, details or proper registration of documents, payment of proper stamp duty etc.	Not Observed
41.	Whether the Bank will be able to enforce SARPESI 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 deeds, sanctions, permissions, etc., in respect of property in question are available.
43.	Whether the governing law/institutional documents of the mortgagee (other than natural person) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Mortgage would be executed by the natural person i.e. Borrower of individual unit.
44.	Additional aspects relevant for investigation of title as per local laws.	1. All the original Title Documents in respect of the Bhagyalaksh/Villa etc. to be purchased such as Agreement of Sale & Sale Deed to be executed shall be identical on the Bank's record. 2. Fresh NO D.O.C. Charge Certificate in the name of the Company shall be obtained against the property to be mortgaged. 3. Company Board Resolutions for selling the property in question in favour of intending purchasers and for authorizing a Particular Person there for shall be obtained. 4. Mortgagee's/Owner's Affidavit in the Bank form regarding exact Title and NO encumbrances shall also be obtained.

[Handwritten Signature]

45.	Additional suggestions if any to safeguard the interest of bank/customer in perfection of security.	To Post Disbursement Modules, the charge of the bank shall be created in the Revenue Records.
46.	The specific persons who are required to create mortgage in deposit documents creating mortgage.	Involving Purchases/Debtors of the Individual Units required in the above scheme.

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

Date : 06/06/2015
Place : Nagpur


Signature of the Addressee



Certificate of title

I have examined the Original Title Deeds intended to be deposited relating to the schedule property (here) and offered in security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of title, use 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 Document in detail, taking into account all the Cautelness in the deed but vide Answer B and the other relevant facts.

1. 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 Registrars (Offices), Revenue Records, Municipal/Panchayat Offices, Land Acquisition Office, Registrar of Companies Office, Muti House (wherever applicable). I do not find anything adverse which would prevent the Title Holder's from creating a valid Mortgage. I am not responsible, if any loss is caused to the Bank due to negligence on my part or by any agent in making search.

4. Following scrutiny of Land Revenue/Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned register office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds, Sanjivana Deeds, if any, has been clarified by making necessary explanations.

5. There are no prior Mortgage Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1984 to 2015 pertaining to the freehold property (here) covered by above said Title Deeds. The property is free from all Encumbrances.

6. In case of second/subsequent charge to favour of the Bank, there are no other mortgages/charges other than already noted in the loan documents and agreed to by the Mortgagee and the Bank (Deeds, whichever is inapplicable).

7. Minor (s) and his/her interest in the property (here) 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 lending Borrower, She/His/Its Individual Owners / Borrowers.

9. I verify that Sanjivana's Individual Owners / Borrowers has / have in absolute, clear and Marketable title over the Schedule property (here). 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. Certified that this T.V.S.R. has been issued taking in to consideration all the instructions provided in annexure A).

11. In case of creation of Mortgage by Deposal of title deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage.



Sl. No.	Particulars of the documents to be obtained	Name of parties	Original/Computer/Photocopy/True Copy
1.	Agreement of Sale in respect of the Apartment to be purchased by the borrower shall be obtained on the Bank's Record.	Intending Purchaser/Borrower	Original
2.	Registered Agreement to Sale/ Sale Deed in respect of the Apartment to be purchased by the borrower shall be obtained on the Bank's Record.	Intending Purchaser/Borrower	Original
3.	Fresh Nil H.C.E. Charge Certificate in the name of the Company shall be obtained against the property to be mortgaged.	M/s. Sankar Infrastructure Private Limited, through its directors	Xerox
4.	Company Board Resolution for selling the property in question in favour of intending purchaser and for authorizing a Particular Person there for shall be obtained.	M/s. Sankar Infrastructure Private Limited, through its directors	Xerox
5.	Borrowers Affidavit in the Bank format regarding their Title and Nil encumbrances shall also be obtained.	Intending Purchaser/Borrower	Original

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

SCHEDULE OF THE PROPERTY (S)

All the Independent Bungalows/Villas situated in :

1) "SANDESH CITY - ISLE - 5" Bungalows/Villas Scheme consisting of 30 Plots covering B Type Independent and self contained separate 20 Bungalows/Villas styled as "AURELIA", bearing Nos. B-36 to B-58, which are being constructed on Non Agricultural and Town Planning sanctioned/Amalgamated Plot Nos. 24 to 34, measuring in total 5679.10 Sq. Mtrs. as per NIT (Metro) Sanctioned Dairling Map.

2) "SANDESH CITY - ISLE - 6" Bungalows/Villas Scheme consisting of 7 Plots covering B Type Independent and self contained separate 14 Bungalows/Villas styled as "AURELIA", bearing Nos. B-25 to B-38 and D Type 17 Independent Bungalows/Villas styled as "ANTILLA", bearing Nos. D-21 to D-37 which are being constructed on Non Agricultural and Town Planning sanctioned/Amalgamated Plot Nos. 46 to 54, measuring in total 8408.43 Sq. Mtrs. as per NIT (Metro) Sanctioned Dairling Map.

Both the above "SANDESH CITY - ISLE - 5 & 6" Scheme situated on the Non-Agricultural and Town Planning Sanctioned Layout drawn on the land of Field Survey No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 of Mohan - Jambha, P. W. No. 42, Situated at Village Jambha, Gaura Panchayat Jambha, Tal. Nalpa (Gauria, Dist. Nalpa, and Districts as side :-

Collective Boundaries of Plot Nos. 24 to 34 :

East : 9.00 Mtrs. Wide Road
West : 9.00 Mtrs. Wide Road
North : 12.00 Mtrs. Wide Road
South : 15.00 Mtrs. Wide Road

Collective Boundaries of Plot Nos. 46 to 54 :

East : 9.00 Mtrs. Wide Road
West : 15.00 Mtrs. Wide Road
North : 12.00 Mtrs. Wide Road
South : 15.00 Mtrs. Wide Road

Place : Nagpur
Date : 06.06.2019



Signature of the Advocate

[Handwritten Signature]
Adv. K. S. Kulkarni

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

WHEREAS, said 1) "SANDRESH CITY - ISIL - 5" scheme on Plot Nos. 24 to 24 and 2) "SANDRESH CITY - ISIL - 6" on Plot Nos. 46 to 54, are being constructed on the Non-Agricultural and Town Planning sanctioned and NIT (Metro) approved layout land of Field Survey No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 of Moosa - Jindal, P. H. No. 42, Situated in Village Jindal, Gram Panchayat Jindal, Tal. Nagpur (Gauraha) Dist. Nagpur.

WHEREAS, originally the land of Field Survey No. 186 was portion of old Survey Nos. 124, 126, 126/2, 128, 129/1-2-3 and 200/2 to all adjoining about 12.39 Hectares was owned by Shri Ganpat Narayan Dhage in per records of Ashbur Ashbrell Pangl (prepared as per Madhya Pradesh Land Revenue Code, 1954) and Jans Baulh of 1954-55.

WHEREAS, under the re-survey and re-measurement of the said lands carried out by the Govt. in the year 1979-80 under the Consolidation and Fragmentation, the said Field Survey Number have been changed as New Survey No. 126.

WHEREAS, Shri Ganpat Narayan Dhage during his lifetime partitioned the said land between the family members i.e. sons viz. Dhyananath, Kisan, Kashiath, Pandurang and widow of predeceased son Son. Sagnidhath Worhat Dhage on 05.09.1988 and under the said Family Partition the land adjoining about 2.65 Hectares allotted by Shri Ganpat Narayan Dhage, came in the share of Shri Tukaram Ganpat Dhage hereinafter and the name of the Shri Tukaram Ganpat Dhage was entered in revenue records in favour of the said land which was given New Kharan No. 186/1.

WHEREAS, later on said Shri Tukaram Ganpat Dhage sold out the land of above-said Kh. No. 186/1 adjoining 2.65 H.E. to the subsequent owner Shri Sandeep S/o Indrajit Surt, vide Sale Deed Dc. 16.08.2007, duly Reg. at Sr. No. 2906, in the office of Sub-Registrar, Nagpur-7. The other party with whom the said Seller entered into various transactions pertaining to the above land and the legal heirs of the above Seller, stood as consent and confirming party to the above document of sale.

WHEREAS, later on the said subsequent owner Shri Sandeep S/o Indrajit Surt, sold out the above stated land of Kh. No. 186/1 adjoining 2.65 H.E. to the present owner M/s Sandesh Infrastructure Pvt. Ltd., through its Director, vide Sale Deed Dc. 14.10.2010, which is duly Reg. at Sr. No. 6648 in the office of Sub-Registrar, Nagpur-7 on Dc. 21.10.2010. The other party with whom the said Seller entered into various transactions pertaining to the above land, stood as consent to the above document of sale.

WHEREAS, in view of the fact above stated Partition Deed Dc. 05.09.1988, took place in between the Family Members of the Original land owner Shri Ganpat Narayan Dhage, the land adjoining about 1.57 Hectares retained by Shri Ganpat Narayan Dhage, came in the share of Shri Dhyananath Ganpat Dhage hereinafter and the name of the Shri Dhyananath Ganpat Dhage was entered in revenue records in favour of the said land which was given New Kharan No. 186/2.

WHEREAS, later on said Shri Dhyananath Ganpat Dhage, sold out the land of above-said Kh. No. 186/2 adjoining 1.57 H.E. to the subsequent owner Shri Shyam S/o Kashiprasad Borede, vide Sale Deed Dc. 12.10.2007, duly Reg. at Sr. No. 3223, in the office of Sub-Registrar, Nagpur-7 on even date.

WHEREAS, the said subsequent owner Shri Shyam S/o Kashiprasad Borede, sold out the above stated land of Kh. No. 186/2 adjoining 1.57 H.E. to the aforesaid subsequent owner Shri Madhavi Vinodini Pvt. Ltd. through its Director, vide Sale Deed Dc. 15.10.2008, duly Reg. at Sr. No. 5538 in the office of Sub-Registrar, Nagpur-10 on even date. The other party with whom the said Seller entered into various transactions pertaining to the above land, stood as consent to the above document of sale.

WHEREAS, later on the said subsequent owner Shri Indrajit Sur, Ltd. through its Director, sold out the above stated land of K.O. No. 186/2 administering 1.37 H.R. to the present owner M/s Sandesh Infrastructure Pvt. Ltd., through its Director, vide Sale Deed Dt. 08.02.2010, which is duly Reg. at Sr. No. 121b in the office of Sub-Registrar, Nagpur-7 on even date.

WHEREAS, in result of the first above stated Partition Deed Dt. 03.09.1988, with place in between the Family Members of the Original land owner Shri Ganpat Narayan Dhage, the land administering about 1.47 Hectares (valued by Shri Ganpat Narayan Dhage, since in the share of Shri Kisan Ganpat Dhage heretofore and the name of the Shri Kisan Ganpat Dhage was entered in revenue records as owner of the said land which was given New Khata No. 186/2.

WHEREAS, later on said Shri Kisan Ganpat Dhage, sold out the land of above stated K.O. No. 186/2 administering 1.47 H.R. to the subsequent owner Shri Bhadrabhai Bhadwas Pvt. Ltd. through its Director, vide Sale Deed Dt. 10.07.2008, duly Reg. at Sr. No. 4146, in the office of Sub-Registrar, Nagpur-7 on even date.

WHEREAS, later on the said subsequent owner Shri Bhadrabhai Bhadwas Pvt. Ltd. through its Director, sold out the afore stated land of K.O. No. 186/2 administering 1.47 H.R. to the present owner M/s Sandesh Infrastructure Pvt. Ltd., through its Director, vide Sale Deed Dt. 08.02.2010, which is duly Reg. at Sr. No. 121c in the office of Sub-Registrar, Nagpur-7 on even date.

WHEREAS, in result of the first above stated Partition Deed Dt. 03.09.1988, took place in between the Family Members of the Original land owner Shri Ganpat Narayan Dhage, the land administering about 1.38 Hectares acquired by Shri Ganpat Narayan Dhage, came in the share of Shri Pandurang Ganpat Dhage heretofore and the name of the Shri Pandurang Ganpat Dhage was entered in revenue records as owner of the said land which was given New Khata No. 186/5.

WHEREAS, later on said Shri Pandurang Ganpat Dhage, sold out the land of above stated K.O. No. 186/5 administering 1.38 H.R. to the subsequent owner Shri Sandeep Son Indrajit Sur, vide Sale Deed Dt. 22.08.2007, duly Reg. at Sr. No. 316d, in the office of Sub-Registrar, Nagpur-7 on even date. The other party with whom the said Seller entered into various transactions pertaining to the above land and the legal heirs of the above Seller, acted as co-contractor and confirming party to the above document of sale.

WHEREAS, later on the said subsequent owner Shri Sandeep Son Indrajit Sur, sold out the afore stated land of K.O. No. 186/5 administering 1.38 H.R. to the present owner M/s Sandesh Infrastructure Pvt. Ltd., through its Director, vide Sale Deed Dt. 14.10.2010, which is duly Reg. at Sr. No. 684d in the office of Sub-Registrar, Nagpur-7 on Dt. 25.10.2010. The other party with whom the said Seller entered into various transactions pertaining to the above land, acted as co-contractor to the above document of sale.

WHEREAS, the other lands bearing Khata Nos. 188/1, 188/2, 189/1, 189/2 and 189/3 of Mosavi Zamindari, respectively having an area of 2.98 H.R., 1.02 H.R., 2.85 H.R., 1.26 H.R. & 1.21 H.R. in total 9.94 H.R., was initially acquired by State Sugarcane Quota and from the said quota all the above lands were purchased by subsequent owners 1) Mrs. Shantabai W/o Kanthal Singhre, (2) Shri Kanthal So Dhanal Singhre, (3) Shri Rajeev So Kisanlal Singhre & (4) Srmt. Vidambai W/o Kisanlal Singhre vide four separate Sale Deeds, all Dt. 11.11.1991, duly Reg. in the office of Sub-Registrar, Nagpur (Quota) at Sr. Nos. 6498, 6499, 6499 & 6500.

WHEREAS, land on the said joint land measure of E.R. Nos. 188/1, 188/2, 189/1, 189/2 and 189/3 of Muzra Jantha, respectively having an area of 2.98 H.R., 1.62 H.R., 2.83 H.R., 1.26 H.R. & 1.23 H.R. in total 9.94 H.R., namely Sant, Sagaradeo Quesin and from the said owner all the above lands were purchased by subsequent owners 1) Mrs. Shevadevi W/o Kanthal Singh, 2) Shri Kanthal So Daulat Singh, 3) Shri Rajeev So Kanthal Singh & (4) Sant, Ushadevi W/o Kanthal Singh, all acting through their Continued Agency, Shri Sagaradeo Mithun Parwani, sold out the above land to the subsequent owner Mrs. Balram Vimalay Pvt. Ltd. through its Director, vide Sale Deed Dn. 13.10.2008, duly Reg. at Sr. No. 2337 in the office of Sub-Registrar, Nagpur-10 on even date.

WHEREAS, later on said land of E.R. Nos. 188/1, 188/2, 189/1, 189/2 and 189/3 of Muzra Jantha, respectively having an area of 2.98 H.R., 1.62 H.R., 2.83 H.R., 1.26 H.R. & 1.23 H.R. in total 9.94 H.R., was sold by its above owner Mrs. Balram Vimalay Pvt. Ltd. through its Director, to the present owner Mrs. Sandesh Infrastructure Pvt. Ltd. through its Director, vide Sale Deed Dn. 08.02.2010, duly Reg. at Sr. No. 1216 in the office of Sub-Registrar, Nagpur-7 on even date.

WHEREAS, in result of all the above Sale Deeds, Mrs. Sandesh Infrastructure Pvt. Ltd., through its Director, became the full and absolute owner of all those land properties bearing Field Survey No. 186/1, 186/2, 186/3, 186/4, 188/1, 188/2, 189/1, 189/2 & 189/3 of Muzra - Jantha, P. H. No. 42, situated at Village Jantha, Gram Panchayat Jantha, Tal. Nagpur (County) Dist. Nagpur, and accordingly, its name has been duly entered in the Land Revenue Records as the absolute owner of the above land properties.

WHEREAS, from the Land Revenue Entry No. 1910 Dn. 13.03.2010, contained in the 712 abstract, it is observed that the total area admeasurements of the E.R. No. 189/1, 189/2 & 189/3 are increased due to adding back of the area previously excluded as a stream area from the field area of the above lands.

WHEREAS, Permission of two agricultural conversion for Residential purpose is granted by The Collector, Nagpur vide its N. A. Order Dn. 22.10.2010, in respect of said land of 1,59,823.08 Sq. Mtrs., out of above Field Survey Nos. 186/1, 186/2, 186/3, 186/4, 189/1, 189/2, 189/3 & 189/3 of Muzra - Jantha, Admeasureing 19,17 H.R. [a. 1,51,300 Sq. Mtrs., is also duly sanctioned and approved by the Asst. Director, Town Planner, Town Planning Dept., Nagpur vide its Order posted in respect of office letter No. SPM/2010/3584, Dn. 08.09.2010. As per the said sanctioned layout map, the sanctioned layout comprises as many as 1 to 188 numbers of Plots, covering total plausible area of 88,166.60 Sq. Mtrs.

WHEREAS, layout drawn on the said land of Field Survey Nos. 186/1, 186/2, 189/1, 189/2, 189/3, 189/4, 189/5, 189/6, 189/7 & 189/3 of Muzra - Jantha, now is covered by Nagpur Metropolitan Area declared by Govt. vide Notification No. TP&2406/2890(R-2300254)D-9, Dn. 31-08-2010, by which NIT now has been appointed as Special Planning Authority for the development and control of said Area.

WHEREAS, accordingly the said layout owner Mrs. Sandesh Infrastructure Pvt. Ltd., through its Director, applied to the NIT, Nagpur, on dt. 01.03.2013, for the approval of layout drawn on the above lands, and to procure there to the NIT, Nagpur, vide its Letter bearing No. 1803, Dn. 11.03.2013 granted its permission and approval to the layout to be drawn on the said land of Field Survey Nos. 186/1, 186/2, 186/3, 186/4, 189/1, 189/2, 189/3 & 189/3 covering 1,59,823.08 Sq. Mtrs. Non Agricultural land area and plausible area of 88,166.60 Sq. Mtrs.

WHEREAS, a development agreement of the above land has been duly executed between the NIT (Metro) and the said layout owner M/s Sandesh Infrastructure Pvt. Ltd., through its Director on Dt. 02.09.2014.

WHEREAS, the said land owner/developer M/s Sandesh Infrastructure Pvt. Ltd., through its Director, were desirous of carrying a Bungalow/Villa Scheme one on the consolidated Plot No. 24 to 34 and another one in Plot No. 45 to 54 and likewise had applied to the NIT (Metro) for the release of the above plots and in pursuance thereof the NIT (Metro) vide its Release Order (Dt. 01.11.2014) released the above plots for the development.

WHEREAS, thereafter the said land owner/developer M/s Sandesh Infrastructure Pvt. Ltd., through its Director, applied with NIT (Metro) on Dt. 17.02.2014 for the sanction of a Bungalow/Villa Scheme consisting of 10 Blocks covering B Type, Independent and self contained separate 70 Bungalow/Villa styled as "ATRELLA", bearing Nos. B-39 to B-58, which is to be constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 24 to 34 adjoining in total 9639.16 Sq. Mtrs. and the said scheme came to be sanctioned by the Building Engineer NIT (Metro), vide NIT sanctioned Building Permit bearing No. BE(Metro)/North/Supplemental/Case No. 644 4149/2014021861/527, Dt. 12.05.2014, in respect of Scheme on Plot Nos. 24 to 34.

WHEREAS, in the likewise manner, the said land owner/developer M/s Sandesh Infrastructure Pvt. Ltd., through its Director, applied with NIT (Metro) on Dt. 17.02.2014 for the sanction of another Bungalow/Villa Scheme consisting of 7 Blocks covering B Type, Independent and self contained separate 14 Bungalow/Villa styled as "ATRELLA", bearing Nos. B-25 to B-38 and D Type 17 Independent Bungalow/Villa styled as "ANTILLA", bearing Nos. D-21 to D-37 which is to be constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 46 to 54, adjoining in total 8,208.47 Sq. Mtrs. and the said scheme came to be sanctioned by the Building Engineer NIT (Metro), vide NIT sanctioned Building Permit bearing No. BE(Metro)/South/Supplemental/Case No. 643 4148/2014021862/426, Dt. 12.05.2014, in respect of Scheme on Plot Nos. 46 to 54.

WHEREAS the said scheme of Bungalow/Villa Scheme being carried on amalgamated Plot Nos. 24 to 34 known and styled as "SANDESH CITY - ISLE - 5" consisting of 10 Blocks covering B Type, Independent and self contained separate 70 Bungalow/Villa styled as "ATRELLA", bearing Nos. B-39 to B-58, on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 24 to 34, adjoining in total 9639.16 Sq. Mtrs. has been submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 by the said plot owner by name M/s Sandesh Infrastructure Pvt. Ltd., through its Director, vide Deed of Declaration Dt. 17.10.2014, duly registered in the office of Sub-Registrar Nagpur, Grant-7 at Sl. No. 5991 on even date.

WHEREAS another scheme of Bungalow/Villa Scheme being carried on amalgamated Plot Nos. 46 to 54 known and styled as "SANDESH CITY - ISLE - 6" consisting of 7 Blocks covering B Type, Independent and self contained separate 14 Bungalow/Villa styled as "ATRELLA", bearing Nos. B-25 to B-38 and D Type 17 Independent Bungalow/Villa styled as "ANTILLA", bearing Nos. D-21 to D-37 which is to be constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 46 to 54, adjoining in total 8,208.47 Sq. Mtrs. has been submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 by the said plot owner by name M/s Sandesh Infrastructure Pvt. Ltd., through its Director, vide Deed of Declaration Dt. 17.10.2014, duly registered in the office of Sub-Registrar Nagpur, Grant-7 at Sl. No. 5990 on even date.



WHEREAS the said scheme (referred to as M/s Sandesh Infrastructure Pvt. Ltd. through its Director, is entitled to carry in and complete the construction of the above noted both the schemes known and styled as "SANDESH CITY - ISLE - 5" and "SANDESH CITY - ISLE - 6", as per the sanction received from the Town Planning Department and from the NIT (Metro), Nagpur and also to Sale the various independent Bhagadawa/Villas situated in the above scheme and to obtain the agreed Sale consideration from intending Purchasers/Borrowers.

WHEREAS the copy of the Allotment Letters, Consent Letters, Agreement of Sale/ Sale Deeds etc. to be executed in favour of Borrowers/ Intending Purchasers pertaining to the individual Bhagadawa/Villas duly signed by the said said owner/ developers and the concerned Borrowers/ Intending Purchasers shall be retained in the said records.

WHEREAS for of the title documents as mentioned in the list of title documents, are not retained by the Income Tax Department, which the Department imposed while conducting search operation at the office premises of the Company, however the Income Tax Department allowed this Counsel, to have the inspection of the said impounded title documents through their inspector Shri Gadhare and therefore this Counsel has verified the original impounded title documents by visiting the Income Tax Department at Shri Chambers, Sector, Nagpur. It is given to understand by the Income Tax Department that impounding of documents is procedural but the concerned properties are not involved by the department. As per the instructions of the Shri Tax Officer, the certified copies of the impounded title documents are also obtained. The solemnly affidavit from the scheme owner in the given format shall also be obtained on the final record to the secured the interest of the bank more purposefully in this regard.

WHEREAS, the said present owner/developer, M/s Sandesh Infrastructure Pvt. Ltd., through its Director, is not required to obtain 'NoC' from the NIT, Nagpur and from any other authority, for the sale and mortgage of the individual Bhagadawa/Villas situated in the above said scheme in favour of the Intending Purchaser/ Bank at the said land is the M/s. Malsawa Land and Layout and the Building Map of the said property is duly registered and sanctioned by the NIT, Nagpur (Metro).

WHEREAS the Property primarily belongs to a Regd. Company and therefore Form NIT R.O.C, Charge Certificate shall be obtained and Company Board Resolution for selling the individual units in operation and for authorizing a Particular Person there for shall be obtained.

WHEREAS the chain of the title for the last 20 years is properly established and hence it is submitted that the title of the individual Bhagadawa/Villas to be mortgaged with the bank is clear, valid and the bank can accept such property in mortgage as good and enforceable security.

WHEREAS in past cashbursement/ redemption charge of the bank shall be created in TIE statement of revenue record to safeguard the interest of the bank more purposefully in the above regard.

WHEREAS in view of the size, incomplete, mutilated rules records which are also not available in sequence and readily and due to non connectivity to the index of registered documents because of the limitation registration system since November 2005, it is necessary to secure the sworn affidavit from the present owner/Borrowers in Bluee prescribed format regarding all transactions and their title.

Date : 06.06.2015
Place: NAGPUR



Signature of the Advocate