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पावती क्र. 1282 दिनांक 28/02/2017

गावाचे नाव: पिंगलाई

दस्तऐवजाचा अनुक्रमांक: **बडर-0-2017**

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: **अँड. श्री. व्ही. एम. दलाल रा. भंडारा**

वर्णन **मौजा पिंगलाई गट नं. 916, शोध वर्ष 1988 ते 2017 (30 वर्ष)**

शोध व निरीक्षणे	रु. 750.00
एकूण:	रु. 750.00

Sub Registrar Bhandara
सह दुय्यम निबंधक वर्ग - २
भंडारा

1); देयकाचा प्रकार: By Cash रक्कम: रु 750/-

V. M. DALAL
Advocate

Mobile: 9822473662

Krishna Mandir Ward,
BHANDARA 441904
Tahsil & Distt. BHANDARA
Phone No: 07184 – 252450

ANNEXURE-B

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

1	a) Name of the Branch/ Business Unit/Office seeking opinion	State Bank of India, Main Branch, Bhandara,Tahsil & District Bhandara
	b) Reference No. & date of the letter under the cover of which the documents tendered for scrutiny are forwarded	Letter dated -2-2017
	c) Name of the Borrower	(1) Smt.Sunanda wd/o Late Shri Anandrao Manapure, aged about 75 years, and (2) Shri Ravindra s/o Late Anandrao Manapure, aged about 52 years, Both Resident of Radhakrishnan Ward, Bhandara,Tahsil and District Bhandara, acting through their duly Constituted Attorney M/S Anurag Developers, A Partnership Firm,having its office at Nagpur,and acting through its Authorized Partner Shri Chandrashekhar s/o Wamanrao Khune, aged about 44 years,R/o Plot Nos. 19 & 20, Shahane Layout, Trimurtinagar,Nagpur-440022 Tahsil and District Nagpur
2	a)Name of the unit/ concern/ company/person offering the property(ies) as security	(1) Smt.Sunanda wd/o Late Shri Anandrao Manapure, aged about 75 years, and (2) Shri Ravindra s/o Late Anandrao Manapure, aged about 52 years, Both Resident of Radhakrishnan

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Advocate
District Govt. Pleader and

		Ward, Bhandara,Tahsil and District Bhandara, acting through their duly Constituted Attorney M/S Anurag Developers, A Partnership Firm,having its office at Nagpur,and acting through its Authorized Partner Shri Chandrashekhar s/o Wamanrao Khune, aged about 44 years,R/o Plot Nos. 19 & 20, Shahane Layout, Trimurtinagar,Nagpur-440022 Tahsil and District Nagpur
	b) Constitution of the unit/concern/person/body / Authority offering the property for creation of charge	Individual
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As Borrower
3	Complete or full description of the immovable property/ (ies) offered as security including , the following details	As detailed hereunder
	a) Survey No.	Gat No:916(Old No.202/1/ 2)
	b) Door/House No. (In case of house property)	Gat No:916(Old No.202/1/ 2)
	c) Extent/area including plinth/built up area in case of house property	960 Square Meters i.e. 10333.44 Square Feet.
	d) Locations like name of the place, village, city, registration,sub-district etc. Boundaries	The above-said land is situated in Rajiv Gandhi Ward Pragati Colony,Station Road Bhandara,P.H.No.16,within the limits of Nagar Parishad Bhandara, Tahsil & District Bhandara.
	Boundaries: Towards East:- Towards West:- Towards North:- Towards South:-	 7.5 Mtrs. wide Road Remaining Portion of said Land Survey Nos. 914 & 915 Survey No.917

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Advocate
Addl. Govt. Pleader and
Public Prosecutor

Addl. Govt. Pleader
Public Prosecutor

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	Detailed particulars are given herein-below

	Sr. No.	Date	Name/Nature of the Document	Original/ Certified copy/ Certified Extract/ Photo-copy etc.	In case of copies, whether the original was scrutinized by the Advocate
	1	26-6-1998	Relinquishment-deed	Original	--
	2	26-6-1998	Power of Attorney	Original	--
	3	25-4-2016	Mutation Extracts	Certified	--
	4	13-6-2016	7/12 Extract	Certified	--
	5	4-6-2016	Constr. Permission	Original	--
	6	4-6-2016	Sanctioned Plan	Original	--
	7	26-8-2016	Deed of Declaration	Original	--
	8	29-7-2016	General Power of Attorney	Original	--
	9	29-7-2016	Agreement of Development	Original	--
	10	31-5-2016	Inspection Charges Receipt	Original	--
	11	31-5-2016	Development Charges Receipt	Original	--
	12	31-5-2016	Development Charges Receipt	Original	--
	13	31-5-2016	Other N.P. Receipts	Original	--
	14	2-3-2016	N.A. Tax Payment Receipt	Original	--
	15	8-3-2016	Gaon Namuna 8-A	Certified	--
	16	27-4-2016	Adhikar Abhilekh	Certified	--
	17	24-2-1986	N.A. Sanad	Original	--

5	Whether certified copy of all the documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts alongwith the TIR).	Original documents as well as certified copies and photocopies are verified and compared from the concerning authorities i.e. Office of Sub Registrar, Bhandara, Nagar Parishad Bhandara and Revenue Department.

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Advocate
Govt. Pleader and
Addl. Prosecutor

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?	No. Such records are not available for verification through online portal or computer system.
	b)If such online/ computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard	Not Applicable, as such records are not available for verification through online portal or computer system.
	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?	Genuineness of stamp paper is not possible to be got verified from any online portal.
7	a) Property offered as security falls within the jurisdiction of which Sub Registrar Office	Sub Registrar Office, Bhandara.
	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	No. Such records are not available for verification through online portal or computer system.
	c) Whether search has been made at all the offices named at (b) above?	Not Applicable, as such records are not available for verification through online portal or computer system.
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	Chain of title is given here-under:

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Advocate
Distt Govt. Pleader and
Public Prosecutor
Bhandara

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	clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.	

That, the lands bearing Survey/Khasra/Gat Nos. (Old) 198/2 admeasuring 1.74 Hectares and 202/1 admeasuring 0.83 Hectare, having Occupancy Rights of Class-I, situated at Mouza Pinglai, Patwari Halka No.16 (Old No.14), within the limits of Nagar Parishad, Bhandara, Tahsil and District Bhandara were originally owned and possessed jointly by (1) Shri Manohar Ramchandra Manapure, (2) Shri Anandrao Ramchandra Manapure, (3) Shri Purushottam Ramchandra Manapure, (4) Shri Avinash Ramchandra Manapure and (5) Smt. Chandrabhagabai Ramchandra Manapure, All Residents of Bhandara, Tahsil and District Bhandara. Aforesaid lands were acquired by them jointly by way of Family Partition dated 30-3-1973, held amongst the Legal Heirs of Late Shri Sadashiv Manapure and Late Shri Ramchandra Manapure and the same were accordingly recorded in the Revenue Records vide Mutation Entry No. 590, Dated 17-4-1982.

That, Shri Anandrao Ramchandra Manapure died on 22-7-1982 and consequent upon his death/demise, his aforesaid entire property had devolved upon his widow Smt. Sunanda Anandrao Manapure, only son Shri Ravindra Anandrao Manapure and five daughters viz. (1) Sau. Surekha Umakant Khubalkar, (2) Sau. Sarita Sharadrao Kuranjekar, (3) Sau. Manisha Vivekrao Bhute, (4) Ku. Vandana Anandrao Manapure and (5) Ku. Sunita Anandrao Manapure jointly

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by way of intestate succession, being the only legal heirs of the deceased, and the same was accordingly recorded in the Revenue Records vide Mutation Entry No. 674, Dated 22-3-1988.

That,aforesaid (1) Smt.Chandrabhaga Ramchandra Manapure, (2) Sau. Indumati Narayan Turaskar, (3) Sau. Kusum Kadambar Deshmukh, (4) Sau. Kanta Madhukarrao Kimmatkar and (5) Sau. Malti Gulabrao Gabhane had willingly relinquished their respective shares and interest in the land bearing Survey/Khasra/Gat No.198/2, having an area of 4.30 Acres, and thus their names were deleted from the Revenue records vide Mutation Entry No. 464, Dated 21-9-1984.

That, it is seen from the Revenue Records that the aforesaid Manapure family had later on partitioned their aforesaid properties in between (1) Shri Manohar Ramchandra Manapure, (2) Smt. Sunanda Anandrao Manapure, Shri Ravindra Anandrao Manapure, Ku. Surekha Anandrao Manapure, Ku. Rita Anandrao Manapure, Ku. Meena Anandrao Manapure, Ku. Vandana Anandrao Manapure and Ku. Sunita Anandrao Manapure, (3) Shri Purushottam Ramchandra Manapure, (4) Shri Avinash Ramchandra Manapure, (5) Sau. Indumati Narayan Turaskar, (6) Sau. Kusum Kadambar Deshmukh, (7) Sau. Kanta Madhukarrao Kimmatkar and (8) Sau. Malti Gulabrao Gabhane and the same was accordingly recorded in the Revenue Records vide Mutation Entry No. 465, Dated 21-9-1984.

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Advocate
& Ex-officio Govt. Pleader and
Public Prosecutor

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That, in terms of the said Partition, the Plotable land out of Survey/Khasra/Gat No.202/1/1 having an area of 2.05 Acres was allotted to the aforesaid Co-owners as follows:

Plot No.	Area	Name of Owner
1	600 Sq.Mtrs.	Shri Manohar Ramchandra Manapure
5	360 Sq.Mtrs.	Shri Manohar Ramchandra Manapure
2	600 Sq.Mtrs.	Shri Ravindra Anandrao Manapure
6	360 Sq.Mtrs.	Shri Ravindra Anandrao Manapure
3	600 Sq.Mtrs.	Shri Purushottam Ramchandra Manapure
7	360 Sq.Mtrs.	Shri Purushottam Ramchandra Manapure
4	600 Sq.Mtrs.	Shri Avinash Ramchandra Manapure
8	360 Sq.Mtrs.	Shri Avinash Ramchandra Manapure
9	390 Sq.Mtrs.	Sau. Indumati Narayan Turaskar
10	459 Sq.Mtrs.	Sau. Kusum Kadambar Deshmukh
11	450 Sq.Mtrs.	Sau. Kanta Madhukarrao Kimmatkar
12	462 Sq.Mtrs.	Sau Malti Gulabrao Gabhane

It is pertinent to mention here that Smt. Chandrabhaga Ramchandra Manapure had willingly relinquished her right, title and interest in the aforesaid Property, and hence her name was deleted from the Revenue Record vide Mutation Entry No. 465, Dated 21-9-1984.

That, 960 Square Meters land out of the aforesaid land bearing Survey/Khasra/Gat No.202/2/1, situated at Pinglai, Tahsil and District Bhandara was converted for Non-agricultural Use by Collector Bhandara vide his Order dated 24-2-1986, passed in Revenue Case No. 213/NAP-36/1985-1986.

It is submitted that during the course of time, Resurvey of aforesaid Mouza Pinglai was held and the aforesaid property is now identified and renumbered as

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Advocate
Govt. Pleader and
Pub Prosecutor

Survey/Khasra/Gat No. 916, having an area of 0.12 Hectare, Land Revenue Rs.86.40, having Occupancy Rights of Class-I, and Khata No.808.

That, aforesaid (1) Sau. Surekha Umakant Khubalkar, (2) Sau. Sarita Sharadrao Kuranjekar, (3) Sau. Manisha Vivekrao Bhute, (4) Ku. Vandana Anandrao Manapure and (5) Ku. Sunita Anandrao Manapure had later on relinquished all their respective rights, title, share and interest in respect of the aforesaid Property in fvour of their mother and brothers namely (1) Smt. Sunanda Anandrao Manapure and (2) Shri Ravindra Anandrao Manapure jointly by a Deed of Relinquishment/Release dated 26-6-1998 and the same was duly registered before the Office of Sub Registrar Bhandara in Book No.1, at Sr.No. 1570 on even date. As a result, therefore, the said Smt. Sunanda AnandraoManapure and Shri Ravindra Anandrao Manapure became the Joint/Co0owners of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all the relevant Records.

That, as per Order dated 20-2-1999 passed by Collector Bhandara in Rev.Case No. T.A./S.V.1/S.R.98/5/98, the area of the said property was rectified in the Revenue Record vide Mutation Entry No.277, Dated 5-3-1999.

The aforesaid Property is bounded as under:

On the East:- By 7.5 Meters wide Road
On the West:- By remaining Portion of the said Land
On the North: By Survey Nos. 914 and 915
On the South: By Survey No. 917.

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Ex District Govt. Pleader and
Public Prosecutor

That, the aforesaid Owners have now jointly decided to develop the said Property comprising all that Piece and Parcel of the land containing by admeasurements 480 Square Meters (5166.72 Square Feet)comprising the Eastern Portion i.e. Rear Portion of the entire Non-agricultural land bearing Survley/Khasra/Gat No. 916, situated at Mouza Pinglai, Patwari Halka No.16, having an area of 0.10 Hectare, held in Occupancy Rights of Class-I, Land Revenue Rs.172/- per annum, including all other easementary rights appurtenant and belonging thereto, situated at Rajiv Gandhi Ward, Pragati Colony, Station Road, Bhanara, within the limits of Nagar Parishad Bhandara, Tahsil and District Bhandara into a RESIDENTIAL ESTATE by constructing Multi-storied Building thereon consisting of various self contained separate Apartments therein. Accordingly, by an Agreement of Development dated 29-7-2016, the aforesaid Owners viz. Smt. Sunanda Anandrao Manapure and (2) Shri Ravindra Anandrao Manapure, Both R/o Radhakrishnan Ward, Bhandara, Tahsil and District Bhandara have entrusted the entire work of Development of the said portion of the plot of land on M/S Anurag Developers, A Partnership Firm, having its office at Nagpur, and acting through its Authorized Partner Shri Chandrashekhar Wamanrao Khune, R/o Plot Nos. 19 & 20, Shahane Layout, Trimurtinagar, Nagpur-440022 Tahsil and District Nagpur, upon several terms and conditions contained therein. The said Agreement of Development dated 29-7-2016 is duly registered before the Office of Sub Registrar Bhandara at Sr. No.2941 on even date.

That, the aforesaid Owners viz. Smt. Sunanda Anandrao Manapure and (2) Shri Ravindra Anandrao

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District Govt. Pleader and

Manapure, Both R/o Radhakrishnan Ward, Bhandara, Tahsil and District Bhandara have also executed a General Power of Attorney dated 29-7-2016 in favour of M/S Anurag Developers, A Partnership Firm, having its office at Nagpur, and acting through its Authorized Partner Shri Chandrashekhar Wamanrao Khune, R/o Plot Nos. 19 & 20, Shahane Layout, Trimurtinagar, Nagpur-440022 Tahsil and District Nagpur, which was duly registered before the Office of Sub Registrar Bhandara in Book No.4 at Sr.No.2942 on even date.

That, the Grantors/Owners viz. (1) Smt.Sunanda Anandrao Manapure and (2) Shri Ravindra Anandrao Manapure, Both Resident of Radhakrishnan Ward, Bhandara, Tahsil and District Bhandara, acting through their duly Constituted Attorney M/S Anurag Developers, A Partnership Firm, having its office at Nagpur, and acting through its Authorized Partner Shri Chandrashekhar Wamanrao Khune, Resident of Plot Nos. 19 & 20, Shahane Layout, Trimurtinagar,Nagpur-440022 Tahsil and District Nagpur have submitted the Plot of Land containing by admeasurements 480 Square Meters (5166.72 Square Feet) described above to the Provisions of the Maharashtra Apartment Ownership Act, 1970.

That, for construction of a Multi-storied Building consisting of several Flats/Apartments, the aforesaid Owners, (1) Smt.Sunanda Anandrao Manapure and (2) Shri Ravindra Anandrao Manapure, Both Resident of Radhakrishnan Ward, Bhandara, Tahsil and District Bhandara, have obtained necessary permission from the Chief Officer, Nagar Parishad,

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Vijay Maruti Patil
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Addl. Govt. Pleader and
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Bhandara vide Permission No.NPB/MA/Bandh/1170/2016, Dated 4-6-2016 alongwith the Sanctioned Plan.

Concerning Revenue Authorities have issued 7/12 Extracts and Mutation Extracts pertaining to the aforesaid land. Inspection Charges, Development Charges and other Charges are paid by the aforesaid owners to Nagar Parishad Bhandara vide Receipt, dated 31-5-2016. Similarly, N.A. Tax has been paid vide Receipt, dated2-3-2016.

Now, the aforesaid Owners viz. (1) Smt.Sunanda Anandrao Manapure and (2) Shri Ravindra Anandrao Manapure, Both Resident of Radhakrishnan Ward, Bhandara, Tahsil and District Bhandara, acting through their duly Constituted Attorney M/S Anurag Developers, A Partnership Firm, having its office at Nagpur, and acting through its Authorized Partner Shri Chandrashekhar Wamanrao Khune, Resident of Plot Nos. 19 & 20, Shahane Layout, Trimurtinagar,Nagpur-440022 Tahsil and District Nagpur have started construction work of the said Multi-storied Building under the name and style as "ANAND RESIDENCY" and the said work is in progress.

That, the Owners viz. (1) Smt. Sunanda Anandrao Manapure and (2) Shri Ravindra Anandrao Manapure, Both Resident of Radhakrishnan Ward, Bhandara, Tahsil and District Bhandara, acting through their duly Constituted Attorney M/S Anurag Developers, A Partnership Firm, having its office at Nagpur, and acting through its Authorized Partner Shri Chandrashekhar Wamanrao Khune, Resident of Plot Nos. 19 & 20, Shahane Layout, Trimurtinagar,Nagpur-

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Adv. Vaishali Patil
Advocate
Additional Pleader and
Public Prosecutor
Bhandara

440022 Tahsil and District Nagpur have executed a Deed of Declaration dated 26-8-2016, which has been duly registered before the Office of Sub Registrar Bhandara at Sr. No. 3222/2016.

That, the said Multi-storied Building to be known and styled as "ANAND RESIDENCY" consists of the Ground Floor and Four Upper Floors which is particularly described in the Chart detailed below. The entire Ground Floor Premises is a Covered/Stilt/Parking area for the Apartment Owners in the said proposed Multi-toried Building. There are Three Apartments each of First, Second, Third and Fourth Floor. Thus, there are in all 12 Independent and Self-contained Separate Apartments in the said Building. All the Apartments shall be strictly used and utilized for Residential Purposes Only. The upper Floors are capable of individual utilization on account of having their common exit to common/restricted areas and facilities of the Building and the Apartment will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto and each Apartment constituting a heritable and transferable immovable property within the meaning of any Law for the time being in force in the State (herein-after referred to as Family Unit) and also an Undivided interest in the general common/restricted areas and facilities of the Building necessary for their adequate use and beneficial enjoyment in accordance with the Maharashtra Apartment Ownership Act, 1970, as listed in the aforesaid Deed of Declaration.

That, the said Multi-storied Building has a total Plinth Area of 214.446 Square Meters. The total Built-up

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Advocate
Govt. Pleader and

area of all the Floors (Excluding Balconies) is 671.920 Square Meters, and an Open Land of 265.554 Square Meters, which constitute the General Common Areas and Facilities.

That, the entire Ground Floor Premises is a Covered Parking Area of the Apartment Owner in the said proposed Multi-storied Building to be known as "ANAND RESIDENCY". There are three Apartments each on First, Second, Third and Fourth Floor. Thus, there are in all 12 Independent and Self-contained Separate Apartments in the said Building. The Family Units (Apartments) on First Floor are numbered as 101, 102 and 103. The Family Unit (Apartments) on Second Floor are numbered as 201, 2202 and 203. The Family Units (Apartments) on Third Floor are numbered as 301, 302 and 303. The Family Units (Apartments) on Fourth Floor are numbered as 401, 402 and 403. All the Family Units in the said Multi-storied Building are having adjoining Terrace Area. The aforesaid Family Units are described herein-below. The measures of a Family Unit include all the outside walls and ½ of the Block Partition Walls. Each Family Unit is a Rectangular-shaped Apartment. The Family Units on Ground Floor have an access to the Common Area and the Main-door of the Family Units on the Upper Floors have an access to the Corridor of the respective floor.

That, the details of Units, its Floors, Carpet Areas, Built-up Areas, Lobby Areas, Common Areas, Net Built-up Area, Closed and Open Balcony Areas, Parking Areas, Terrace Areas and Undivided Share in Land are specifically described and shown in the following Chart:

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Jay Mahendra Patel
Advocate

Apartment No.	Carpet Area (Sq.M)	Built-up Area (Sq.M)	Lobby Share (Sq.M)	Common Staircase Lobby share (Sq.M)	Net Built-up area (Sq.M)	Closed Balcony Area (Sq.M)	Open Balcony Area (Sq.M)	Parking Area (Sq.M)	Terrace Area (Sq.M)	Undivided Land Share (%)
FIRST FLOOR										
101	53.379	51.014	2.786	9.342	63.142	6.556	2.330	8.800	10.944	7.5923
102	53.379	51.014	2.786	9.342	63.142	6.556	2.330	8.800	5.517	7.5923
103	64.681	65.950	--	9.342	75.292	--	6.755	8.800	5.540	9.8152
SECOND FLOOR										
201	53.379	51.014	2.786	9.342	63.142	6.556	2.330	8.800	8.750	7.5923
202	53.379	51.014	2.786	9.342	63.142	6.556	2.330	8.800	16.250	7.5923
203	64.681	65.950	--	9.342	75.292	--	6.755	8.800	8.387	9.8152
THIRD FLOOR										
301	53.379	51.014	2.786	9.342	63.142	6.556	2.330	8.800	16.812	7.5923
302	53.379	51.014	2.786	9.342	63.142	6.556	2.330	8.800	9.275	7.5923
303	64.681	65.950	--	9.342	75.292	--	6.755	8.800	7.500	9.8152
FOURTH FLOOR										
401	53.379	51.014	2.786	9.342	63.142	6.556	2.330	8.800	8.750	7.5923
402	53.379	51.014	2.786	9.342	63.142	6.556	2.330	8.800	16.250	7.5923
403	64.681	65.950	--	9.342	75.292	--	6.755	8.800	8.387	9.8152

As such, it is submitted that (1) Smt. Sunanda Anandrao Manapure & (2) Shri Ravindra Anandrao Manapure, Both Resident of Radhakrishnan Ward, Bhandara, Tahsil and District Bhandara, acting through their duly Constituted Attorney M/S Anurag Developers, A Partnership Firm, having its office at Nagpur, and acting through its Authorized Partner Shri Chandrashekhar Wamanrao Khune, Resident of Plot Nos.19 & 20,Shahane Layout, Trimurtinagar, Nagpur-440022 Tahsil and District Nagpur are carrying out the said construction of Multi-storied Building under the name and style as "ANAND RESIDENCY", and the said construction work is in progress, and they are absolute owner and in possession of the said Multi-storied Building.

9	Nature of Title of intended Mortgagor over the Property (whether full ownership rights Leasehold Rights, Occupancy/Possessory Rights or Inam Holder of Govt. Grantee/ Allottee,etc.)	Full Ownership Right

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Adv. Madhav Patil
Advocate

10	If leasehold, whether	
	a) Lease Deed is duly stamped and registered	Not Applicable as the Mortgagor has full right over the property.
	b) Lessee is permitted to mortgage the Leasehold right.	Not Applicable as the Mortgagor has full right over the property.
	c) Duration of the Lease/ unexpired period of lease.	Not Applicable as the Mortgagor has full right over the property.
	d) If a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing & mortgage by Sub-Lessee also	Not Applicable as the Mortgagor has full right over the property.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable as the Mortgagor has full right over the property.
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable as the Mortgagor has full right over the property.
11	If Govt. grant/allotment/ Lease-cum/Sale Agreement whether	No
	Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions	Not Applicable as the Mortgagor has full right over the property.
	The mortgagor is competent to create charge on such property.	Not Applicable as the Mortgagor has full right over the property.
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available	Not Applicable as the Mortgagor has full right over the property.
12	If occupancy right, whether	
	a) Such right is heritable and transferable.	Yes. The occupancy right is heritable & transferable
	b) Mortgage can be created	Yes, Mortgage can be created

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Vijay Mahajan Dalal
Advocate
Panel Govt. Pleader and
Public Prosecutor
Dhanbad

13	Nature of Minor's interest, if any, and if so whether creation of mortgage could be possible, the modalities/ procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion	There is no interest of any minor.
14	If the property has been transferred by way of Gift/Settlement Deed, whether	There was relinquishment of shares and interest by some Co-owners, as detailed in the Chain of Title. Document to that effect i.e. Mutation Entry No. 464, Dt. 21-9-1984 is available.
	a) The Gift/Settlement Deed is duly stamped & registered	There was relinquishment of shares and interest by some Co-owners, as detailed in the Chain of Title. Document to that effect i.e. Mutation Entry No. 464, Dt. 21-9-1984 is available.
	b) The Gift/Settlement Deed has been attested by two witnesses.	There was relinquishment of shares and interest by some Co-owners, as detailed in the Chain of Title. Document to that effect i.e. Mutation Entry No. 464, Dt. 21-9-1984 is available.
	c) The Gift/Settlement Deed transfers the Property to Donee.	There was relinquishment of shares and interest by some Co-owners, as detailed in the Chain of Title. Document to that effect i.e. Mutation Entry No. 464, Dt. 21-9-1984 is available, whereby the land was transferred to the Donees.
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions.	There was relinquishment of shares and interest by some Co-owners, as detailed in the Chain of Title. Document to that

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		effect i.e. Mutation Entry No. 464, Dt. 21-9-1984 is available and the persons in whose favour the shares were relinquished had accepted the same.
	e) Whether there is any restriction on the Donor in executing the Gift/ Settlement Deed in question.	There was no restriction on the persons relinquishing their shares in favour of other Co-owners.
	f) Whether the Donee is in possession of the gifted property.	Not applicable, as the property is not transferred by way of any Gift.
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage.	Not applicable, as the property is not transferred by way of any Gift.
	h) Any other aspect affecting the validity of the title passed through the Gift/Settlement Deed.	Not applicable, as the property is not transferred by way of any Gift. But, the said relinquishment of shares by some Co-owners in favour of other Co-owners is legal.
15	a) In case of partition/ family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Rev.Record i.e. Mutation Extracts in respect of Partition are available. The property in question can be mortgaged by the Bank.
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Yes, mutation has been effected and the Mortgagors are in possession and enjoyment of the property in question.
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Yes. Mortgagors have acquired a mortgagable title over the property to be mortgaged.

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	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not applicable,as Partition was not by a Decree of Court.
	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.	Documents were not executed in counterparts.
16	Whether the title documents include any testamentary documents/wills?	Title documents do not include any testamentary documents/wills.
	a) In case of wills, whether the will is registered will or unregistered will?	Not applicable,as the Land in question came to the Mortgagors by way of Family Partition.
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not applicable, as the matter does not relate to any Will.
	c) Whether the property is mutated on the basis of will?	Not applicable, as the matter does not relate to any Will.
	d) Whether the original will is available?	Not applicable, as the matter does not relate to any Will.
	e) Whether the original death certificate of the testator is available?	Not applicable, as the matter does not relate to any Will.
	f)What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not applicable. as the matter does not relate to any Will.
	(Comments on the circumstances such as the availability of a declaration by all the beneficiaries about	Not applicable, as the matter does not relate to any Will.

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	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	
17	a) Whether the property is subject to any Wakf rights?	Property is not subject to any Wakf Rights.
	b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties.	Property does not belong to Church/Temple or any religious/other institutions
	c) Precautions/permissions if any in respect of the above cases for creation of mortgage	Property does not belong to Church/Temple or any religious/other institutions
18	a) Where the property is a HUF/Joint Family Property mortgage is created for family benefit/legal necessity,whether the Major Coparceners have no objection/join in execution minor's share if any, rights of female members, etc.	Property is not a HUF/ Joint Family Property
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases.	There is no other aspect which needs any comment.
19	a)Whether the property belongs to any trust or is subject to the rights of any trust?	Property does not belong to any Trust.
	b) Whether the trust is a private or public trust and whether trust deed specifically authorized the mortgage of the property?	Not applicable, as the property does not belong to any Trust.
	c) If so additional precautions/ permissions to be obtained for creation of valid mortgage.	Not applicable, as the property does not belong to any Trust.

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	d) Requirements, if any for creation of mortgage as per central/state laws applicable to the trust in the matter.	Not applicable, as the property does not belong to any Trust.
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	It is not Agricultural Land. There is no restriction for creation 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?	There is no need to verify other relevant records/ documents to ensure validity of title and right to enforce the mortgage
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained	Land was converted for N.A. Use as detailed earlier. There is no restriction for creation of mortgage
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws Weaker Sections, Minorities, Land Laws SEZ Regulations, Costal Zone Regulations, Environmental Clearance, etc.?	Property is not affected by any local laws or other regulations.
22	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	Property is not subject to any pending or proposed land acquisition proceedings
	b) Whether any search/ enquiry is made with the Land Acquisition Office and the outcome of such search/ enquiry?	Not applicable, as the property is not subject to any pending or proposed land acquisition proceedings

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23	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Property is not involved in any litigation.
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable, as the Property is not involved in any litigation.
	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	There is no Court Seal/ Marking on the title document.
24	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Not applicable, as the property does not belong to any Partnership Firm.
	b) Property belonging to partners, whether thrown on hotchpot?Whether formalities for the same have been completed as per applicable laws?	Not applicable, as the property does not belong to any Partnership Firm.
	c) Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm?	Not applicable, as the property does not belong to any Partnership Firm.
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.	Property does not belong to any Limited Company.
26	In case of Societies, Association the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions,bye-laws	Not applicable, as the property does not belong to any Society or Association.

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27	a)Whether any POA is involved in the chain of title?	Yes. POA, Dt.26-6-1998 was executed by Smt. Sunanda Manapure in favour of her son Shri Ravindra Manapure. Another POA,Dt.29-7-2016 was executed by Smt. Sunanda Manapure and Shri Ravindra Manapure in favour of M/S Anurag Developers, Nagpur.
	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	Both the aforesaid POAs are registered documents. POA, Dt. 27-7-2016 has created an interest in favour of the Builder/ Developer and as such it is irrevocable as per Law.
	c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale,Sale Deeds etc. in favour of buyers of flats/units (Builder's POA) of (ii) other type of POA (Common POA)	No any title document is executed by the POA Holder.
	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?	POA is executed by the Owners in favour of Developer and its original copy is available.

	e) In case of Common POA (i.e. POA other than Builder's POA,please clarify the following clauses in respect of POA.	POA is executed by the Owners in favour of Developer/Builder.
	i) Whether the Original POA is verified & the title investigation is done on the basis of original POA?	POA is executed by the Owners in favour of Developer and its original copy is available and it is verified.
	ii) Whether the POA is registered one?	Yes, the POA is registered one.
	iii) Whether the POA is a special or general one?	It is a General POA.
	iv) Whether the POA contains a specific authority for execution of title document in question?	Yes
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of Sub Registrar also?)	POA is in force.
	g) Please comment on the genuineness of POA.	There is nothing to suspect genuineness of POA.
	h) The unequivocal opinion on the enforceability and validity of the POA.	POA is enforceable and valid.
28	Whether mortgagor is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/authenticated in	POA is genuine. It is properly executed/stamped authenticated in terms of the relevant Law.

	terms of the Law of the place, where it is executed.	
29	If the property is a flat/ apartment or residential/ commercial complex, check and comment on the following:	It is a Multi-storied Building consisting of several Flats which is under construction.There is no restriction for creation of mortgage
	a) Promoter's/Land owner's title to the land/building.	(1) Smt.Sunanda wd/o Shri Anandrao Manapure and (2) Shri Ravindra s/o Anandrao Manapure,Both R/o Radhakrishnan Ward Bhandara,Tah. & District Bhandara, acting through their duly Constituted Attorney M/S Anurag Developers, A Partnership Firm,having its office at Nagpur,and acting through its Authorized Partner Shri Chandrashekhar Wamanrao Khune, R/o Plot Nos. 19 & 20, Shahane Layout, Trimurtinagar,Nagpur-440022 Tahsil & District Nagpur are having clear title to the aforesaid Multi-storied Building.
	b)Development Agreement/ Power of Attorney.	Development Agreement & Power of Attorney are executed by the Owners in favour of the Developer/ Builder,as detailed above.
	c) Extent of authority of the Developer/Builder.	Full Authority.
	d)Independent title verification of the Land and/or building in question.	The title verification of the property in question is done for 30 years, as detailed above.
	e) Agreement for sale (duly registered)	Not applicable, as there is no Agreement of Sale.

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	f) Payment of proper stamp duty.	Not applicable, as there is no Agreement of Sale.
	g)Requirement of registration of sale agreement, development agreement, POA, etc.	Development Agreement & Power of Attorney are duly registered.
	h) Approval of building plan, permission of appropriate/ local authority, etc.	Approval of Building Plan and Permission of the Appropriate/Local Authority for construction the said Multi-stories Building is obtained,as detailed earlier
	i) Conveyance in favour of Society/Condominium concerned	Not applicable, as the Owners themselves are constructing the said Multi-storied Building through Builder/Developper. They have executed POA in favour of the said Builder/ Developer as stated above.
	j) Occupancy Certificate/ allotment letter/letter of possession.	Not applicable, as the Owners themselves are constructing the said Multi-storied Building through Builder/Developper. They have executed POA in favour of the said Builder/ Developer as stated above.
	k) Membership details in the Society, etc.	Not applicable, for the reasons stated above.
	l) Share Certificates	Not applicable for the above reason.
	m) No Objection Letter from the Society.	Not applicable, as the Owners themselves are constructing the said Multi-

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		storied Building through Builder/Developper. They have executed POA in favour of the said Builder/ Developer as stated above.
	n) All legal requirements under the local/Municipal Laws, regarding ownership of Flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws,etc.	All legal requirements are completed for constructing the said Multi-storied Building.
	o) Requirements for noting the Bank charges on the records of the Housing Society, if any.	There is no Housing Society. Construction of the Multi-storied Building has been started and the work is under progress.
	p) If the property is a vacant land and construction is yet to be made, approval of layout & other precautions, if any.	Construction of the Multi-storied Building on the aforesaid land has been started and the work is under progress.
	q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.?	Construction of the Multi-storied Building on the aforesaid land has been started and the work is under progress.
30	Encumbrances, Attachments and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens, etc. and details thereof.	There is no any encumbrance or any attachment or claims of the Central or State Government or other Local authorities or Third Party claims liens, etc. over the property in question
31	The period covered under the Encumbrances Certificate and the name of the person in whose favour encumbrance is created and if so, satisfaction of charge, if any.	There is no earlier charge over the aforesaid property.

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32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	All the dues are paid.
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?	Urban Land Ceiling Clearance is not required. Not necessary
34	Details of RTC Extracts/ mutation extracts/ Katha extracts pertaining to the property in question.	Necessary extracts are obtained
35	Whether the name of mortgagor is reflected as owner in the Revenue/ Municipal/Village Records?	Yes, names of Mortgagors are reflected as 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.	Yes, property can be identified. There is no discrepancy/ doubtful circumstances in the documents. Not yet available as the construction of Building is going on. Not yet available as the construction of Building is going on. Not applicable.

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	d) Other Utility bills, if any.	N.A. Tax Receipt as well Receipts of Payment of various Charges to Nagar Parishad Bhandara are available.
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	There is no any difference/ discrepancy in any of the title documents or in any other documents
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)	Relevant documents are perused by me. The Description and the Boundaries of the property are tallying in these documents.
40	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty, etc.	There is no any bar/ restriction for creation of mortgage.
41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes, the Bank will be able to enforce SARFESI Act.

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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.	Original title deeds are available.
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.	Additional precautions are not necessary.
44	Additional aspects relevant for investigation of title as per local laws.	There are no additional aspects relevant for the investigation of title as per local laws. Searches had been conducted for 30 years at the Office of Sub Registrar Bhandara vide Receipt No: 1282 Dated 28-2-2017, for Rs.750/-. During the said Search, I found that the title of property in question is legal and marketable, free from any anomalies and the Bank can accept such property in mortgage as good enforceable security. In result, I have to state

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		that I have made necessary searches at the concerned Sub Registrar's Office,Rev. Department & Office of Nagar Parishad Bhandara upto date, and as a result of such searches I am satisfied that the property in question is free from all types of encumbrances and the title of mortgagors is clear & marketable.
45	Additional suggestions,if any to safeguard the interest of Bank/ensuring the perfection of security.	No such additional suggestions.
46	The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	(1)Smt.Sunanda wd/o Late Shri Anandrao Manapure and (2) Shri Ravindra s/o Anandrao Manapure,Both R/o Radhakrishnan Ward Bhandara,Tah. & District Bhandara, acting through their duly Constituted Attorney M/S Anurag Developers, A Partnership Firm, having its office at Nagpur,and acting through its Authorized Partner Shri Chandrashekhar Wamanrao Khune, R/o Plot Nos. 19 & 20, Shahane Layout, Trimurtinagar,Nagpur-440022 Tahsil & District Nagpur.

BHANDARA
Date:- 28-02-2017

(V.M. DALAL)
ADVOCATE, BHANDARA

Vijay Madhav Dalal
Advocate
District Govt. Pleader and
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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 *Registered/ Equitable/English Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that I the said Registered/Equitable Mortgage is created, it will satisfy the requirements of creation of registered/Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines I the check list vide Annexure C and the other relevant factors.

3. I confirm having made search in the Land/revenue records. I also confirm having verified and checked the records of the relevant Government Offices/ Sub-Registrar(s) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/ responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/Revenue records and relative Title Deeds, certified copies of such title

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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 1988 to 2017 pertaining to the Immovable Property/(ies) covered by abovesaid 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. There is no interest of any Minor in the property referred above.

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower (1) Smt. Sunanda Anandrao Manapure & (2) Shri Ravindra Anandrao Manapure, Both Resident of Radhakrishnan Ward, Bhandara, Tahsil and District Bhandara, acting through their duly Constituted Attorney M/S Anurag Developers, A Partnership Firm, having its office at Nagpur, and acting through its Authorized Partner Shri Chandrashekhar Wamanrao Khune, Resident of Plot Nos.19 & 20,Shahane Layout, Trimurtinagar, Nagpur-440022 Tahsil and District Nagpur.

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9. I certify that (1) Smt. Sunanda Anandrao Manapure & (2) Shri Ravindra Anandrao Manapure, Both Resident of Radhakrishnan Ward, Bhandara, Tahsil and District Bhandara, acting through their duly Constituted Attorney M/S Anurag Developers, A Partnership Firm, having its office at Nagpur, and acting through its Authorized Partner Shri Chandrashekhar Wamanrao Khune, Resident of Plot Nos.19 & 20,Shahane Layout, Trimurtinagar, Nagpur-440022 Tahsil and District Nagpur have an absolute, clear and Marketable title over the Schedule property/(ies) referred earlier. 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. Applicability of Section 281 of the Income Tax Act and its impact:

Section 281 of the Income Tax Act is not applicable in this case.

11. In case of creation of Mortgage by Deposit of Title Deeds, we certify that the deposit of following Title Deeds/Documents would create a valid and enforceable mortgage.

Required Documents

Original and Certified copies of the relevant documents as per Procedure of the Bank, i.e. Relinquishment-deed, Power of Attorney, Mutation Extracts, 7/12 Extracts, Gaon Namuna 8-A, Deed of Declaration, General Power of Attorney, Agreement

Vijay Madhav Patil
Advocate
District Govt. Pleader and

of Development, Adhikar Alekh, N.A. Sanad, N.A. Tax Payment Receipt, Inspection Charges Receipt, Development Charges Receipts, Receipts of other Charges paid to Nagar Parishad, Bhandara, Permission for Construction alongwith Sanctioned Plan of the said Multi-storied Building, etc.

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

SCHEDULE OF THE PROPERTY

Multi-storied Building under the name and style as "ANAND RESIDENCY", constructed over Gat No:916(Old No.202/1/ 2), having the area of 960 Square Meters i.e. 10333.44 Square Feet, situated in Rajiv Gandhi Ward Pragati Colony, Station Road Bhandara, P.H. No.16, within the limits of Nagar Parishad Bhandara, Tahsil & District Bhandara, having the following boundaries:

Towards East:-	7.5 Meters wide Road
Towards West:-	Remaining Portion of said Land
Towards North:-	Survey Nos. 914 & 915
Towards South:-	Survey No.917

BHANDARA
Date:- 28-02-2017

(V.M. DALAL)
ADVOCATE, BHANDARA

Vijay Madhav Dalal
Advocate
District Govt. Pleader and
Public Prosecutor
Bhandara