

VARSHA JAMDAR

ADVOCATE

26, Kakde Layout,

Trimurti Nagar,

Chandrapur, 442401

Mob. 9890138300

Phone: 07172257458

TITLE INVESTIGATION REPORT

Ref. No. 28/VSJ/2016

1.	a) Name of the Branch/ Business Unit/Office seeking opinion.	To whom so ever it may concern		
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	No letter has been given		
	c) Name of the Borrower	Shree Construction Through Prop. Gajanan Moreswar Nilawar		
2.	a) Name of the unit/concern /company/person offering the property/ (ies) as security.	Shree Construction Through Prop. Gajanan Moreswar Nilawar		
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Unit Shree Construction Through Prop. Gajanan Moreswar Nilawar		
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower		
3.	Complete or full description of the immovable property/(ies) offered as security including the following details. All that piece and parcel of land having area 1044.24 Sq.Mtr, from Plot No. 10, out of Survey No.57/4, Situated at Mouza Govindpur Rith, T.S. No. 10, Tah. & Dist. Chandrapur.			
4.	Particulars of the documents scrutinized-serially and Chronologically.			
5.	Sr. No.	Date of Documents	Name of the document in favour of.	Original/Certified Copies/ Extract/ Photocopies
	1	Sale deed dt. 4/3/2016	Executed in favour of Shree Construction Through Prop. Gajanan Moreswar Nilawar	Original
	2	7/12 Extract 2014-15	In the name of M/s. Meera Erectors Pvt. Ltd Chandrapur Through Director Dr. Suresh Shamrao Mahakulkar and Shri. Sandip Wamanrao Gaddamwar	Original
	3	Diversion Order dt. 9/6/2015	Passed by Hon'ble Commissioner Chandrapur	Original Verified
	4	Construction Permission with Map	Sanctioned by CCMC Chandrapur	Original Verified <i>Varsha Janddar</i>

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5	Declaration	Given by Shri. Suresh Shamrao Mahakulkar	Photocopy
	<p>Whether certified copy of all title 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 along with the TIR.)</p> <p>I have perused the original and photo copies of the documents produced by the borrower and have verified the sale deeds referred above during my inspection of Index II register maintained at SRO Chandrapur manually and also on computers & has also verified the same through online, photo copy of mutation entry recorded by revenue authority is also perused. That the Photo copies of those documents are enclosed herewith. All the original / certified documents as stated by borrower may kindly be taken in our custody before proceeding further.</p>		
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?	Partly available	
	b)If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Cross checking done. No adverse entry found from available record.	
	c)Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	Not possible	
7.	a)Property offered as security falls within the jurisdiction of which sub-registrar office?	After 2005 all the offices of Sub Registrar have concurrent jurisdiction.	
	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?		
	c)Whether search has been made at all the offices named at (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?	No	
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.		

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i) Originally the above Plot No. 10 is piece and parcel of Agricultural land of survey no. 57 area 5.77 H.R situated at Mouza Govindpur Rith owned by 1) Sou. Vimal Manohar Kawale @ Vimal Baburao Wankhede, 2) Sou. Kamal Tulshiram, Bankar @ Kamal Baburao Wankhede, 3) Sou. Tai @ Vaishali Babanrao Varulkar @ Tai Baburao Wankhede, 4) Smt. Anjanabai Wd/o. Baburao @ Baburao Wankhede. They sold agricultural land area 2.885 H. R. out of above land area 5.77 H.R to Shri. Ashok Gangaram Wankhede and Shri. Ramesh Gangaram Wankhede vide registered sale deed bearing no. 3453 dt. 14/6/2010.

ii) Thereafter Shri. Pankaj Ashokrao Wankhede, Shri. Ramesh Gangaram Wankhede, Roshni Ashokrao Wankhede and Smt. Shila Ashokrao Wankhede executed a registered sale deed in respect of agricultural land area 0.81 H.R out of 2.885 H.R out of above Survey no. 57 situated at Mouza Govindpur Rith, Tah. & Dist. Chandrapur in favour of M/s. Meera Erectors Pvt. Ltd. Chandrapur through director Dr. Suresh Shamrao Mahakulkar and Sandip wamanrao Gaddamwar vide registered sale deed bearing document no. 6491 dt. 24/10/2011. Their names were mutated on the revenue record of the above property.

iii) It is seen from the record that one Sou. Shobha Anandrao Wasekar and other had filed a suit for partition and separate possession against Smt. Shantabai Gangaram Wankhede & others bearing Civil Suit no. 57/1985 and the said matter was amicably settled between the parties and compromised decree was passed on 7/7/2011.

iv) Thereafter M/s. Meera Erectors Pvt. Ltd. Chandrapur through director Dr. Suresh Shamrao Mahakulkar and Sandip wamanrao Gaddamwar had applied for development permission and the diversion of the above land of Survey no. 57/4 area 0.81 H.R and accordingly the Hon'ble Commissioner Municipal Corporation Chandrapur vide letter bearing no. CCMC/TP/Layout/Survey no. 57/4/560/2015 dt. 9/6/2015 granted permission for residential purpose.

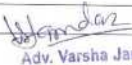
v) Thereafter in order to carry out the construction of flat scheme on Plot no. 10 area 1044.24 Sq.mt M/s. Meera Erectors Pvt. Ltd. Chandrapur through director Dr. Suresh Shamrao Mahakulkar and Sandip wamanrao Gaddamwar applied for the construction permission to Municipal Corporation Chandrapur and accordingly Municipal Corporation Chandrapur granted permission vide letter bearing no. CCMC/TP/Const.Permit/146/2015 dt. 20/12/2015.

vi) Thereafter M/s. Meera Erectors Pvt. Ltd. Chandrapur through director Dr. Suresh Shamrao Mahakulkar and Sandip wamanrao Gaddamwar executed a registered sale deed in respect of Plot no. 10 area 1044.24 Sq.mt out of Survey no. 57/4 situated at Mouza Govindpur Rith Tah. & Dist. Chandrapur in favour of Shree Construction Through Prop. Shri. Gajanan Moreshwar Nilawar vide document bearing no. 873 dt. 4/03/2016.

The links in the chain of title have been properly established. All the transactions have duly verified from the relevant record of office of Sub-Registrar. I have taken search from


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	<p>records of Sub-Registrar's Offices for 30 years by paying the necessary search fee of Rs.750/-, which paid vide receipt No.1687, Dtd. 8.03.2016. The original search fee receipt is enclosed here with.</p> <p>As Index II register for the year 1991-93, 1998-99, are not available for inspection manually and even through computers and transactions of equitable mortgages are never recorded at the office Sub-registrar or any other place and hence obtained an affidavit from the owner inter-alia containing that, he has not sold or agreed to sell (except the above mentioned), leased, transferred, alienated, gifted the above referred property in any manner whatsoever & there is no litigation pending in respect of property in question in any court of India & there is no minors interest in the property & it is his self acquired property.</p>	
9.	Nature of Title of the intended Mortgagor over the Property	Absolute Ownership right and diverted land.
10.	If leasehold, whether;	Not Applicable
	a) lease Deed is duly stamped and registered	
	b) lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c) duration of the Lease/unexpired period of lease,	Not Applicable
	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.	Not Applicable
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	Not Applicable
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not Applicable
	the mortgagor is competent to create charge on such property,	Not Applicable
	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
12.	If occupancy right, whether;	Yes, ownership includes occupancy right.
	a) Such right is heritable and transferable,	Yes
	b) Mortgage can be created.	Yes


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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.	Not Applicable
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	Not Applicable
	a) The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
	b) The Gift/Settlement Deed has been	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	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;	Not Applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not Applicable
	f) Whether the Donee is in possession of the gifted property;	Not Applicable
	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
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
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.	Not Applicable
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable


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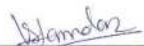
	(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
	(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
16.	Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	(c) Whether the property is mutated on the basis of will?	Not applicable
	(d) Whether the original will is available?	Not Applicable
	(e) Whether the original death certificate of the testator is available?	Not Applicable
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	Not Applicable
17.	(a) Whether the property is subject to any wakf rights?	Not Applicable
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the	Not Applicable

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	Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not Applicable
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
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.	No
	(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?	Not Applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Converted into Non-agricultural and residential purpose.
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, Coastal Zone Regulations, Environmental Clearance, etc.).	Not Applicable
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	At present no. But obtain affidavit in this regard.
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Orally Confirmed. But obtain affidavit.
23.	(a) Whether the property is involved in or	No, obtain affidavit. <i>[Signature]</i>

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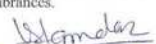
	subject matter of any litigation which is pending or concluded?	
	(b)If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	(c)Whether the title documents have any court seal/ Marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	Not Applicable
24.	(a)In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not Applicable
	(b)Property belonging to partners, Whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	(c)Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company registrar(ROC),Articles of Association /provision for common seal etc.	Not Applicable
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
27.	(a)Whether any POA is involved in the chain of title?	Not Applicable
	(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.	Not Applicable


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	(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) or (ii) other type of POA (Common POA).	Not Applicable
	(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.	Not Applicable
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	Not Applicable
	(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?)	Not Applicable
	(g) Please comment on the genuineness of POA?	Not Applicable
	(h) The unequivocal 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 therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable


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29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Flat Scheme
	a) Promoter's/Land owner's title to the land/building;	Yes
	(b)Development Agreement/Power of Attorney;	Not Applicable
	(c) Extent of authority of the Developer/builder;	FSI 1.02
	(d) Independent title verification of the Land and/or building in question;	No
	(e)Agreement for sale (duly registered);	No
	(f)Payment of proper stamp duty;	NA
	g)Requirement of registration of sale agreement, development agreement, POA, etc.;	NA
	(h)Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	(i)Conveyance in favour of Society Condominium concerned	Not Applicable
	(j)Occupancy Certificate/allotment letter/letter of possession;	Not Applicable
	(k)Membership details in the Society etc	Not Applicable
	(l)Share Certificates;	Not Applicable
	(m) No Objection Letter from the Society;	Not Applicable
	(n)All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co- operative Societies' Laws etc.;	Not Applicable
	(o)Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not Applicable
	(p)If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	Not Applicable
	(q)Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Not Applicable
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or	No Encumbrances.


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	other Local authorities or Third Party claims, Liens etc. and details thereof. If yes, give the details thereof. claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	Not Applicable
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Receipt has not been produce.
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.	No
34.	Details of RTC extracts/mutation extracts/	Mutation entry is not recorded in the name of Borrower.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	No
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.
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a)Document in relation to electricity Connection (b) Document in relation to water connection; (c)Document in relation to Sales Tax Registration, if any applicable; (d)Other utility bills, if any.	Not Applicable


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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.	Documents Not available
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.	Documents Not available
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not applicable
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Not applicable
44.	Additional aspects relevant for investigation of title as per local laws.	Not applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Asked borrower to submit recent 7/12 extract, original sale deed and create charge over the property, execute deed of declaration
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Owner of the Property

Place : Chandrapur

Date : 8.03.2016.


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Annexure – C: Certificate of title

1. I have examined the original Agreement to Sale intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Equitable Mortgage** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

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

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

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

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1987 to 2016 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank. Not Applicable..

7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of Nil

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower.

9. I certify that Shree Construction Through Prop. Gajanan Moreshwar Nilawar has an absolute, clear and Marketable title over the Schedule property/(ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage: Sale deed, 7/12 extract

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

SCHEDULE OF THE PROPERTY (IES)

All that piece and parcel of land having area 1044.24 Sq.Mtr, from Plot No. 10, out of Survey No.57/4, Situated at Mouza Govindpur Rith, T.S. No. 10, Tah. & Dist. Chandrapur.

Boundaries: East : Open land and Plot no. 11 West : Survey No. 57/3
North : 9 Mtr Layout Road South : Survey no. 64.

Chandrapur
Date: 10.03.2016


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AFFIDAVIT

Deponent : Gajanan Moreshwar Nilawar
Patel Nagar , Chandrapur,
Tah. & Dist. Chnadrapur.

I, Gajanan Moreshwar Nilawar , do hereby take an oath and solemnly affirmed that,

I am the Proprietor of Shree Construction and the owner of the Property land having area 1044.24 Sq.Mtr, from Plot No. 10, out of Survey No.57/4, Situated at Mouza Govindpur Rith, T.S. No. 10, Tah. & Dist. Chandrapur.

Boundaries: East : Open land and Plot no. 11 West : Survey No. 57/3
North : 9 Mtr Layout Road South : Survey no. 64.

Within the jurisdiction of Municipal Corporation Chandrapur, Panchyat Samiti Chandrapur Tah. & Distt. Chandrapur and the said property are still in my possession. I have not mortgaged the said property with any Bank and no transaction of any kind has taken place in respect of the said property & also the said property is free from encumbrances and litigation. the property is not subject to any pending or proposed land acquisition proceedings Hence affirmed and signed on this.....day of March 2016.

Deponent.

Verification

I, Gajanan Moreshwar Nilawar, do hereby declare that the contents of the above affidavit are true my personal knowledge. Hence signed at on... day of March 2016.

Deponent.

I know Deponent, hence identified.