We are always behind the big name

MRS. NITI DAVE, ADVOCATE

ADVOCATE, ASTT. GOVT. PLEADER & PUBLIC PROSECUTOR

Mrs. Niti Dave

"NISARG" In front of Yavatmal Public School, New Darda Nagar, Yavatmal
Pin- 445 001 ☎ (07232) 247290
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ANNEXURE – C
DATE : 12/06/2016

To,
The Chief Manager,
State Bank of India, SME Branch Yavatmal.

Dear Sir,

CERTIFICATE OF TITLE :
SHRI SURESH PANDURANG JIRAPURE AND SHRI SACHIN SURESH JIRAPURE :

I have examined the Original Title Deed 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 mortgage is created by depositing the title deed, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that: -

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

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, 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, 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 searched taken by me for the period from 1987 to 2016 pertaining to the immovable property covered by above said Title Deeds. The property is free from all encumbrances. I have taken the search of the records of the office of the Sub-Registrar at Yavatmal and other relevant records, for last 30 years by paying the necessary search fee of Rs. 4500/- paid vide receipts Nos. 3127 and 3128 dt. 09/06/2016. The original search fee receipts are enclosed herewith.

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.

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

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower Shri Suresh Pandurang Jirapure and Shri Sachin Suresh Jirapure.

Contd..2..

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Date : 12/06/2016

9. I certify that Shri Suresh Pandurang Jirapure and Shri Sachin Suresh Jirapure have absolute, clear and marketable title over the Schedule property. 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 Original title deeds/ documents would create a valid and enforceable mortgage:

a. Sale Deed dt. 29/12/2007 executed by Shri Vijay Bapuraoji Gughane in favour of Shri Suresh Pandurangji Jirapure pertaining to the layout plot No. 25 of survey No. 78/2 of mauza Wadgaon Road.
b. Sale Deed dt. 31/12/2007 executed by Shri Vijay Bapuraoji Gughane in favour of Shri Sachin Suresh Jirapure pertaining to the layout plots Nos. 20 and 21 of survey No. 78/2 of mauza Wadgaon Road.
c. Sale Deed dt. 20/08/2010 executed by Sau. Nisha Sandeep Bajoriya in favour of Shri Sachin Suresh Jirapure pertaining to the layout plots Nos. 18 and 19 of survey No. 78/2 of mauza Wadgaon Road.
d. Sale Deed dt. 20/08/2010 executed by Sau. Nilu Sumit Bajoriya in favour of Shri Suresh Pandurangji Jirapure pertaining to the layout plot No. 26 of survey No. 78/2 of mauza Wadgaon Road.

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

SCHEDULE OF THE PROPERTY

SCHEDULE 'A'			
Survey/Door/Patta/Khata/ Gat No.	Survey No. 78/2,		
Plot No./Flat No.	Amalgamated Plot No. 18 to 21 and 25,26.		
Measurement / Extent of Property	Amalgamated Plot No. 18 to 21 and 25,26 admeasuring about 14962 sq.ft., (about 1390 sq.mt.).		
Location / Land-marks / name of the area, Mohalla (It should give clear location of the property so as to reach then spot in case of need)	Situated at Gughane Layout , mauza Wadgaon Road, Tq. and District Distt. Yavatmal.		
Boundaries of the immovable property			
East By	**West By**	**North By**	**South By**
Jamb Road	Layout Road	Layout Plot No. 22 and 24	Layout Plot No. 17 and 27

YAVATMAL
DATE : 12/06/2016

MRS. NITI DAVE, ADVOCATE,
YAVATMAL

223/0 इतर पावती Original/Duplicate

Thursday,09 June 2016 12:08 PM २०७१ नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 3128 दिनांक: 09/06/2016

गावाचे नाव: वडगांव रोड

दस्तऐवजाचा अनुक्रमांक: यवम-0-2016

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: ॲड. एन एन दवे

वर्णन मौजा वडगावरोड ता.जि.यवतमाळ स.नं.78/2, प्लॉट नं. 18,19,20 व 21,सन 1987 ते 2016 (तीस वर्ष)

शोध व निरीक्षणे	रु. 3000.00
एकूण:	रु. 3000.00

सह दुय्यम निबंधक वर्ग-१
यवतमाळ

1); देयकाचा प्रकार: By Cash रक्कम: रु 3000/-

223/0
Thursday,09 June 2016 12:16 PM

इतर पावती

3000

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 3127 दिनांक: 09/06/2016

गावाचे नाव: वडगांव रोड
दस्तऐवजाचा अनुक्रमांक: यवम-0-2016
दस्तऐवजाचा प्रकार :
सादर करणाऱ्याचे नाव: ॲड. एन एन दवे
वर्णन मौजा वडगाव रोड ता.जि.यवतमाळ स.नं.78/2,प्लॉट नं. 25 व 26, सन 1987 ते 2016 (तीस वर्ष)

शोध व निरीक्षणे	रु. 1500.00
एकूण:	रु. 1500.00

Sub Registrar Yavatmal1
सह दुय्यम निबंधक क्र.१
यवतमाळ

1): देयकाचा प्रकार: By Cash रक्कम: रु 1500/-

Annexure – A-1

Details of the Property offered as the security (To be prepared by the Branch)

1.	a) Name & Constitution of the Borrower	**Shri Suresh Pandurang Jirapure and Shri Sachin Suresh Jirapure.**
	b) Whether the loan proposal is for Rs. 1.00 Crore and above (Search for not less than 30 years is mandatory in such cases.)	**NO**
2.	Name and constitution of the intended mortgagor	Joint Owners
3.	Relationship between intended mortgagor and borrower (Please specify whether the intended mortgagor and borrower are one and the same or related as guarantor, co-borrower, power of attorney etc.)	The mortgagors and the borrowers are one and the same persons.
4.	**DESCRIPTION OF PROPERTY**	
4.1	Survey No/ Gat No. / Khata No./	Field Survey No. 78/2, of mauza Wadgaon Road.
4.2	Plot No./Flat No./Door No.	**Amalgamated Plot No. 18 to 21 and 25,26**
4.3	Extent	Admeasuring about 14962 sq.ft. (about 1390 sq.mt.) along with construction thereon.
4.4	Location	Situated at Gughane Layout , mauza Wadgaon Road, Tq. and District Yavatmal.
4.5	Boundaries	

East	West	North	South
Jamb Road	Layout Road	Layout Plot No. 22 and 24	Layout Plot No. 17 and 27

5.	**List of documents delivered to Advocate for verification (specify original /Certified extracts /copies etc)**				
	Sr. No.	Date	Name and Nature of the Documents	Original/ certified copy/ certified extract/ Photocopy, etc.	In case of copies, whether the original was scrutinized by the Branch

6.	**LOCATION DETAILS**	
6.1	Complete Postal Address of the Property /properties.	Situated at Gughane Layout , mauza Wadgaon Road, Tq. and District Yavatmal.
6.2	Prominent Land Mark	Gughane Layout Wadgaon Road Yavatmal.
6.3	Bus Route	Yavatmal
6.4	Bus Stop	Yavatmal
7.	**ROUGH LOCATION SKETCH**	
7.1	Approach Sketch to the Location	Attached herewith
7.2	Exact Location of construction /purchase and working plan	Situated at Gughane Layout , mauza Wadgaon Road, Tq. and District Yavatmal.
8.	**Please mentioned details about the builder (if applicable)**	
8.1	Name of the Firm	Not applicable.
8.2	Address of the Firm	Not applicable.
8.3	Telephone No.	Not applicable.
8.4	Contact person	Not applicable.
8.5	Is the builder / project in the Bank's latest approved list. Mention the date of approval of the builder and validity of the current approval.	Not applicable.

Yours faithfully,

Signature	
Name	
Designation	
Branch / Unit	
Contact details	

1.	a) Name of the Branch/Business Unit/Office seeking opinion.	**State Bank of India SME Branch Yavatmal.**
	b) Reference No. and date of the letter under the cover of which the documents tendered for security are forwarded.	**15039/2016-17/32 dt. 11/05/2016**
	c) Name of the Borrower	**Shri Suresh Pandurang Jirapure and Shri Sachin Suresh Jirapure**
2.	a) Name of the unit/concern/ company/ person offering the property/(ies) as security	**Shri Suresh Pandurang Jirapure and Shri Sachin Suresh Jirapure**
	b) Constitution of the unit/concern/ person/ body/authority offering the property for creation of charge.	**Joint Owners**
	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**	
	a) Survey No./Gat No.	**Field Survey No. 78/2,**
	b) Plot No. Door/House No (in case of house property)	**Amalgamated Plot No. 18 to 21 and 25,26**
	c) Extent/area including plinth/built-up area in case of house property.	**Admeasuring about 14962 sq.ft. (about 1390 sq.mt.)**
	d) Location like name of the place, village, city, registration, district, sub district etc.	**Situated at Gughane Layout, mauza Wadgaon Road Tq. and District Yavatmal.**

Boundaries

East	West	North	South
Jamb Road	Layout Road	Layout Plot No. 22 and 24	Layout Plot No. 17 and 27

4. Particulars of documents scrutinized-serially and chronologically. Nature of documents verified and as to whether they are originals or certified copies or registration extract duly certified. (note only originals or certified extract from the registering/land/revenue/other authorities be examined)

Sr. No	Dt. of Document	Name of Document	Whether original/certified/ true copy/ Xerox
a)	28/05/2007	Conversion Order dt. 28/05/2007 passed by the Additional Collector Yavatmal, in Revenue Case No. NAP-34/40/2006-2007 of Wadgaon Road pertaining to the field Survey No. 78/2.	Xerox Copy
b)	29/12/2007	Sale Deed dt. 29/12/2007 executed by Shri Vijay Bapuraoji Gughane in favour of Sau. Nilu Sumit Bajoriya pertaining to the layout plot No. 26 of survey No. 78/2 of mauza Wadgaon Road.	Certified Copy
c)	29/12/2007	Sale Deed dt. 29/12/2007 executed by Shri Vijay Bapuraoji Gughane in favour of Shri Suresh Pandurangji Jirapure pertaining to the layout plot No. 25 of survey No. 78/2 of mauza Wadgaon Road.	**Original**
d)	29/12/2007	Sale Deed dt. 29/12/2007 executed by Shri Vijay Bapuraoji Gughane in favour of Sau. Nisha Sandeep Bajoriya pertaining to the layout plots Nos. 18 and 19 of survey No. 78/2 of mauza Wadgaon Road.	Certified Copy

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	e)	31/12/2007	Sale Deed dt. 31/12/2007 executed by Shri Vijay Bapuraoji Gughane in favour of Shri Sachin Suresh Jirapure pertaining to the layout plots Nos. 20 and 21 of survey No. 78/2 of mauza Wadgaon Road.	**Original**
	f)	20/08/2010	Sale Deed dt. 20/08/2010 executed by Sau. Nisha Sandeep Bajoriya in favour of Shri Sachin Suresh Jirapure pertaining to the layout plots Nos. 18 and 19 of survey No. 78/2 of mauza Wadgaon Road.	**Original**
	g)	20/08/2010	Sale Deed dt. 20/08/2010 executed by Sau. Nilu Sumit Bajoriya in favour of Shri Suresh Pandurangji Jirapure pertaining to the layout plot No. 26 of survey No. 78/2 of mauza Wadgaon Road.	**Original**
	h)	14/11/2013	Order of Amalgamation of layout Plots No. 18, 19, 20, 21, 25 and 26 passed by the Sub Divisional Officer Yavatmal in Revenue No. No. 20/NAP-34/2013-2014 of mauza Wadgaon Road.	**Certified Copy**
	i)	15/09/2015	Grampanchayat Tax Receipt for the year 2015-2016.	**Original**
	j)	20/01/2016	Permission for construction from Grampanchayat Wadgaon Road.	**Original**
	k)	14/01/2016	7/12 Extract Cum Record of Right in the name of Shri Suresh Pandurang Jirapure and Shri Sachin Suresh Jirapure pertaining to the Amalgamated Plot No. 18 to 21 and 25,26.	**Certified Copy**
	l)	--	Location Sketch of the immovable property proposed to be mortgage.	**Original**
	m)	10/06/2016	Affidavit of Shri Suresh Pandurang Jirapure and Shri Sachin Suresh Jirapure.	**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 fees receipts along with TIR)			**YES**
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**
	b) If such online/computer records are available whether any verification or cross checking are made and the comments /findings in this regard.			**NO**
	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 ?			**NO**
7.	**Property offered as security falls within the jurisdiction of which sub registrar office ?** **Sub Registrar Yavatmal**			
	a) Whether it is possible to have registration of documents in respect of the property in question at more than one office of the sub registrar/district registrar /registrar-general. If so please name all such offices.			**NO**
	b) Whether the searches has been made at all the offices named at (b) above ?			**YES**
	c) Whether the searches in the offices of the registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?			**NO**

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MRS. NITI DAVE

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.
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 sheet may be used)

That the field survey No. 78/2, admeasuring about 1.22 Hec. situated at mauza Wadgaon Road, Tq. and Distt. Yavatmal, was owned by Shri Vijay Bapuraoji Gughane prior to 1987. He converted the said field survey No. 78/2, admeasuring about 1.22 Hec. for non agricultural purposes vide Conversion Order dt. 28/05/2007 passed by the Additional Collector, Yavatmal, in the Revenue Case No. NAP-34/40/2006-2007 of Wadgaon Road. Thereafter layout duly approved by the Town Planning Authority was prepared and plots were laid out. The said lay out is known as Gughane Layout.

Out of all these plots, Shri Vijay Bapuraoji Gughane sold the layout plots Nos. 18 and 19 admeasuring about 1614 sq.ft. each, to Sau. Nisha Sandeep Bajoriya by registered sale deed dt. 29/12/2007. Similarly he sold the layout plots Nos. 20 and 21, admeasuring about 1614 sq.ft. each, to Shri Sachin Suresh Jirapure by registered sale deed dt. 31/12/2007. Thereafter Sau. Nisha Sandeep Bajoriya sold the layout plots Nos. 18 and 19 to Shri Sachin Suresh Jirapure by registered sale deed dt. 20/08/2010. Thus Shri Sachin Suresh Jirapure become the owner of layout plots. Nos. 18,19, 20 and 21. He is having absolute, clear and marketable title in respect of the said plots.

Out of all the laid out plots, the plot No. 25, out of Field Survey No. 78/2, admeasuring about 4304 sq. ft., situated at Gughane Layout, mauza Yavatmal, Tq. and Distt. Yavatmal was sold to Shri Sureshrao Pandurangji Jirapure by Shri Vijay Bapuraoji Gughane by registered sale -deed dt. 29/12/2007. Shri Vijay Bapuraoji Gughane sold the layout Plot No. 26 to Sau. Nilu Sumit Bajoriya by registered sale deed dt. 29/12/2007. Thereafter Sau. Nilu Sumit Bajoriya sold the said layout plot No. 26 to Shri Suresh Pandurangji Jirapure by registered sale deed dt. 20/08/2010. Thus Shri Suresh Pandurangji Jirapure become the owner of layout plots Nos. 25 and 26. He is having absolute, clear and marketable title in respect of the said plots.

Thereafter Shri Suresh Pandurangji Jirapure and Shri Sachin Suresh Jirapure applied for amalgamation of the said plots Nos. 18, 19, 20, 21, 25 and 26 in the office of the Sub Divisional Officer Yavatmal. The said plots Nos. 18, 19, 20, 21, 25 and 26 are then amalgamated with each other and a new number has been allotted to the said plot i.e. plot No. 18 to 21 and 25,26, vide Order of Amalgamation passed by the Sub Divisional Officer Yavatmal in Revenue Case No. 20/NAP-34/2013-2014 of Wadgaon Road on dt. 14/11/2013.

Thus the new amalgamated plot No. 18 to 21 & 25,26, admeasuring about 1390 sq.mt. is owned and possessed by Suresh Pandurangji Jirapure and Shri Sachin Suresh Jirapure. They are having absolute, clear and marketable title in respect of the said immovable property.

On the basis of original sale deeds and certified copies of mutation, 7/12 Extract and other documents, the title of property in question is legal unencumbered and marketable. The said property is free from any anomalies and the bank can accept such property as good enforceable security.

Thus the links in the title history of last 30 years of chain of title have been properly established. All the transactions have been duly verified from the relevant records of the Registrar of Documents, Municipal Corporation, City Survey, Town & Planning, Grampanchayat, and Revenue Departments.

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MRS. NITI DAVE

9.	Nature of title of the intended mortgagor over the property(whether full ownership right, lease hold rights, occupancy / possessory Rights or Inam Holder or Government Grantee / Allottee etc.)	**Full Ownership Right**
10.	**If leasehold, whether;**	
	a) Lease Deed is duly stamped and registered	**Not Applicable**
	b) Lessee is permitted to mortgage the Leasehold Right	**Not Applicable**
	c) Duration of Lease /unexpired period of lease.	**Not Applicable**
	d) if a Sub-Lease, check the Lease Deed in favour of the 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;**	
	a) grant /agreement etc. provides for alienable rights to the mortgagor with or without conditions,	**Not Applicable**
	b) the mortgagor is competent to create charge on such property,	**Not Applicable**
	c) whether any permission from Govt. or any other authority is required for create of mortgage and if so, whether such valid permission is available.	**Not Applicable**
12.	**If occupancy right, whether;**	
	a) such right is heritable and transferable,	**Not Applicable**
	b) mortgage can be created	**Not Applicable**
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure tom 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;**	
	a) The Gift /Settlement Deed is duly stamped and registered;	**Not Applicable**
	b) The Gift /Settlement Deed has been attested by two witnesses;	**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 separate 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**

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MRS. NITI DAVE
ADVOCATE

	a) 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**
	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?	**NO**
	a) In case of Wills, whether the Will is registered or unregistered ?	**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 the Will?	**Not Applicable**
	d) Whether the original Will is available?	**Not Applicable**
	e) What are the circumstances and/or documents to establish the Will in question is the last and final Will of the testator? (comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness /validity of the Will, all parties have acted upon the Will, etc., which are relevant to rely on the Will, availability of Mother/Original title deeds are to be explained.)	**Not Applicable**
17.	a) Whether the property is subject to any Wakf rights?	**NO**
	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 fore 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 major coparceners have no objection/join in execution, minor's share if any, right of female members etc.	**NO**
	b) please also comments 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?	**NO**
	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.	**Not Applicable**
	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.	**YES**

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MRS. NITI DAVE

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.)	**NO**
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	**NO**
	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry. **YES. The said Amalgamated Plot No. 18 to 21 and 25,26 is not subject matter of any acquisition or requisition from these authorities.**	
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	**NO**
	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.	**NO**
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 hotchpots? 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**
	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**

Contd..7..

MRS. NITI DAVE

	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?	**Not Applicable**
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**
29.	**If the property is a flat/apartment or residential/ commercial complex, check and comment on the following:**	
	a) Promoter's/Land owner's title to the land/ building;	**Not Applicable**
	b) Development Agreement/Power of Attorney;	**Not Applicable**
	c) Extent of authority of the Developer/builder;	**Not Applicable**
	d) Independent title verification of the Land and/or building in question;	**Not Applicable**
	e) Agreement for sale (duly registered);	**Not Applicable**
	f) Payment of proper stamp duty;	**Not Applicable**
	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	**Not Applicable**
	h) Approval of building plan, permission of appropriate/local authority, etc.;	**Not Applicable**
	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**

Contd..8..

	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 lay-out 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 other Local authorities or Third Party claims, Liens etc. and details thereof.	**NIL**
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.	**30 years. No encumbrances are found.**
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	**All Taxes are paid**
33.	a) Urban land ceiling clearance, whether required and if so, details thereon.	**Not Applicable**
	b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	**Not Applicable**
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	**The property in question is duly mutated in the name of Shri Suresh Pandurang Jirapure and Shri Sachin Suresh Jirapure.**
35.	Whether the name of mortgagor is reflected as owner in the revenue/Muncipal/Village records?	**YES**
36.	a) Whether the property offered as security is clearly demarcated?	**YES**
	b) Whether the demarcation/ partition of the property is legally valid?	**YES**
	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;	**YES**
	b) Document in relation to water connection;	**YES**
	c) Document in relation to Sales Tax Registration, if any applicable;	**Not Applicable**
	d) Other utility bills, if any.	**Not Applicable**
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.	**NO**

Contd..9..

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.)	**Not Applicable**
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.	**Not Applicable**
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	**Shri Suresh Pandurang Jirapure and Shri Sachin Suresh Jirapure.**

YAVATMAL
DATE : 12/06/2016

Mrs. NITI DAVE, ADVOCATE, Yavatmal
Asst. Govt. Pleader & Public Prosecutor Yavatmal

MRS. NITI DAVE, ADVOCATE,
YAVATMAL
Mrs.NITI DAVE,Advocate
District Government Pleader and
Public Prosecutor,Yavatmal.

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2015 ◐ PN 932495

मुद्रांक पुरवठा कोषागार कार्यालय, यवतमाळ

06 JUN 2016

मुद्रांक लिपीक

आर. आय. वरलोटा मुद्रांक विक्रेता प. क्र. ७/८

जिल्हा न्यायालय, अवकाळ सही.

अनु. क्र. ३६७ दिनांक ६/६/१६

श्री/श्रीमती रमेश पांडुरंग जिरापुरे

रा. यवतमाळ (वीक्रिकल्प)

दस्ते रु. १०० रुपये

NOTARY
Advocate
Narendra A. Saladkar
Area - Yavatmal District
Reg. No. 3281
Expiry Dt. 23/12/2020
GOVT. OF INDIA

IN THE COURT OF THE EXECUTIVE MAGISTRATE YAVATMAL, TQ. YAVATMAL, DISTRICT YAVATMAL

AFFIDAVIT

DEPONENT : **Shri Suresh Pandurangji Jirapure,** aged about 70 years, Occupation : Business, R/o Shashtri Nagar, Yavatmal, Tq. and District Yavatmal.

I, **Shri Suresh Pandurangji Jirapure** do hereby take oath and submit on solemn affirmation as under :-

1. That I am the absolute owner of the Layout Plot No. 25, admeasuring about 4304 sq.ft., (about 400 sq.mt.), out of Field Survey No. 78/2, situated at Raviraj Nagar, mauza Wadgaon Road, Tq. and Distt. Yavatmal. The said immovable is in my possession. That I have purchased the said Plot No. 25 from Shri Vijay Bapuraoji Gughane by registered Sale Deed dt. 29.12.2007.

Contd..2..

Plot No.	Plot in Sq.mt.	plot in Sq.ft.	No. 78 2, situated at Gughane Layout, mauza Wadgaon Road Tq. Yavatmal, Distt. Yavatmal.			
			Boundaries			
			East by	West by	North by	South by
Amalgama -ted Plot No. 18 to 21	600	6456	Jamb Road	Layout Road	Layout Plot No. 22 and 24	Layout Plot No. 17 and 27

2. That I have not transferred the above described immovable property to any body in any manner and the same is absolutely owned and possessed by me. That no amount of any taxes, Revenue Cass, Property Tax, Income Tax, Estate Duty, Grampanchayat Tax, Nagar Parishad Tax, or any other taxes are due against me on account of the said immovable property.

3. That the above described immovable property is not subject to any acquisition or requisition from Government and the Public Land Acquisition Authorities.

4. That all the documents pertaining to the above described immovable property are genuine.

5. The above described immovable property is not the subject matter of any dispute or any court proceeding or any proceeding before any authority. The said immovable property is not mortgaged by me in favour of any person or financial institution. The said immovable property is free from any encumbrances and charges.

6. That I have not executed any Power of Attorney in favour of any person pertaining to the said immovable property.

7. That I am not the defaulters of any bank or financial institution. Also there is no dues outstanding against me of any Bank or financial institution as on the date as against the said immovable property.

Hence this Affidavit.

DEPONENT

VERIFICATION

I, **Shri Sachin Suresh Jirapure** do hereby take oath and submit on solemn affirmation that the contents of the above said Affidavit are true and correct from my personal knowledge and belief and the same have been read over and explained to me in Marathi. I am aware that, if the above information found false, I shall be held liable for punishment u/s 193, 199 and 200 of Indian Penal Code. Hence I have signed and verified this at Yavatmal on Dt. 13/06/2016.

DEPONENT

4411/2016

Solemnly affirmed before me by Shri Sachin S. Jirapure who is personally known to me has been identified by

NOTARIAL

CANCELLED

Layout Plot No.	Area of Plot in Sq.mt.	Area of plot in Sq.ft.	Layout Plot No. 25, out of Field Survey No. 78/2, situated at Raviraj Nagar, mauza Wadgaon Road Tq. Yavatmal, Distt. Yavatmal.			
			Boundaries			
			East by	West by	North by	South by
25	400	4304	Layout Road	Layout Plot No. 20 and 21	Remaining portion of plot No. 24	Layout Plot No. 26

2. That I have not transferred the above described immovable property to any body in any manner and the same is absolutely owned and possessed by me. That no amount of any taxes, Revenue Cass, Property Tax, Income Tax, Estate Duty, Grampanchayat Tax, Nagar Parishad Tax, or any other taxes are due against me on account of the said immovable property.

3. That the above described immovable property is not subject to any acquisition or requisition from Government and the Public Land Acquisition Authorities.

4. That all the documents pertaining to the above described immovable property are genuine.

5. The above described immovable property is not the subject matter of any dispute or any court proceeding or any proceeding before any authority. The said immovable property is not mortgaged by me in favour of any person or financial institution. The said immovable property is free from any encumbrances and charges.

6. That I have not executed any Power of Attorney in favour of any person pertaining to the said immovable property.

7. That I am not the defaulters of any bank or financial institution. Also there is no dues outstanding against me of any Bank or financial institution as on the date as against the said immovable property.

Hence this Affidavit.

S P Jirapure

DEPONENT

VERIFICATION

I, **Shri Suresh Pandurangji Jirapure** do hereby take oath and submit on solemn affirmation that the contents of the above said Affidavit are true and correct from my personal knowledge and belief and the same have been read over and explained to me in Marathi. I am aware that, if the above information found false, I shall be held liable for punishment u/s 193, 199 and 200 of Indian Penal Code. Hence I have signed and verified this at Yavatmal on Dt. 13/06/2016.

S P Jirapure

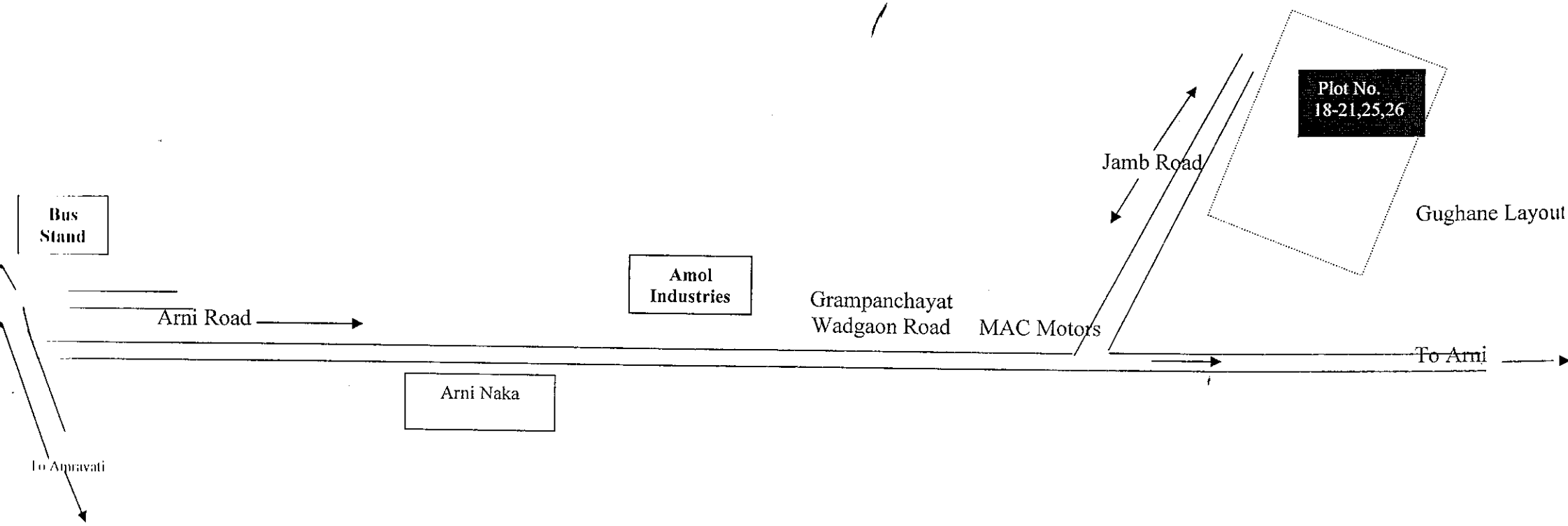
DEPONENT

A.R.C.S. 4410/2016

Solemnly affirmed before me by Shri Suresh P. Jirapure who is personally known to me. Has been identified by Shri ...

NOTARIAL

CANCELLED NOTARIAL



MRS. NITI DAVE
ADVOCATE

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2015 ◐ PN 933520

आर. आय. वरलोटा मुद्रांक विक्रेता प. क्र. ७/८

जिल्हा न्यायालय यवतमाळ सही.

अनु. क्र. 3690 दिनांक 21/6/16

श्री/श्रीमती व्यंकटेश बंडोजी निलावार

राहणार यवतमाळ

वस्ती सही

07 JUN 2016

NOTARY
Advocate
Narendra A. Salodkar
Area - Yavatmal District
Reg. No. 3281
Expiry Dt. 30/12/2020
GOVT. OF INDIA

IN THE COURT OF THE EXECUTIVE MAGISTRATE YAVATMAL, TQ. YAVATMAL, DISTRICT YAVATMAL

AFFIDAVIT

DEPONENT : **Shri Sachin Suresh Jirapure,** aged about 42 years, Occupation : Business, R/o Shashtri Nagar, Yavatmal, Tq. and District Yavatmal.

I, **Shri Sachin Suresh Jirapure** do hereby take oath and submit on solemn affirmation as under :-

1. That I am the absolute owner of the Amalgamated Layout Plots Nos. 18 to 21, admeasuring about 6456 sq.ft., (about 600 sq.mt.), out of Field Survey No. 78/2, situated at Gughane Layout, mauza Wadgaon Road, Tq. and Distt. Yavatmal. The said immovable is in my possession. That I have purchased the said Plot No. 18 to 21 from Shri Vijay Bapuraoji Gughane by registered Sale Deed dt. 31/12/2007 and 20/08/2010.

Contd..2..