

11. There are no legal impediments for creation of the Mortgage under any applicable law/rules in force except as stated above.

SCHEDULE OF THE PROPERTY

All that 4.02% undivided share and interest in land admeasuring area-32.89 Sq. Mtr., and a Flat No. F-101 to be constructed on First Floor having built up area-42.85 Sq. Mtr., in the building known as "Isla of Synergy World Township" in Layout Plot No. 64, Out of S. No. 83, having Total Area-817.76 Sq. Mtr., Situated at Mouza-Kosara, Tahsil and District-Chandrapur and which is surrounded by boundaries as under:- However boundaries of each plot is not given.

Boundaries of Plot :-

East - 9.00 Mtr., Wide Layout Road

West - Layout Plot No. 65

North - Sanction Layout of S. No. 84

South - 12.00 Mtr., Width Layout Road

Boundaries of Flat:-

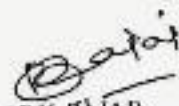
East - Flat No. F-104

West - Layout Plot No. 65

North - Flat No. F-102

South - 12.00 Mtr., Width Layout Road

Place :- Chandrapur
Date:- 20/06/2016

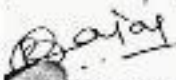

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CERTIFICATE OF TITLE

(Annexure - C)

- 1) I have examined the Original Title Deeds of the Vendor and title deed of intending purchaser will be examined original title deed after execution thereof intended to be deposited relating to the Schedule property(ies) and offered as security by way of Equitable Mortgage and that the documents of the title referred to in the opinion are valid evidence of Right, title and interest only after execution of registered sale deed 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 C 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, Municipals/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 my agent in making search.
- 4) Following scrutiny of Land Records/Revenue Records and 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 Encumbrances Certificate for the period from 2005 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 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/her interest in the property(ies) is to the extent of _____ (Specify the share of the Minor with Name.) Not Applicable
8. The mortgage, if created, will be available to the Bank for the liability of the intending borrower, Shri. Mangesh Nikanth Faring of Urjanagar, Chandrapur only after execution of registered sale deed.
9. I certify that M/s. Synergy Plotters and Structures, a registered partnership firm represented through its partners 1) Shri. Girish Shridharrao Padmawar, 2) Sou. Meena Avinash Uttarwar, 3) Shri. Nitin Vijay Mamidwar of Chandrapur represented through power of attorney holder M/s. Synergy Plotters and Structures represented through its partner Shri. Nitin Vijay Mamidwar of Chandrapur and the title of Shri. Mangesh Nikanth Faring of Urjanagar, Chandrapur would be clear and marketable only after execution of registered sale deed. 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.

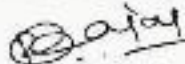

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i) Original Agreement to Sale and Sale Deed after execution thereof and 7/12 Extract.

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 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 SARFAESI 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.	If original title deed is not available then please obtain registered mortgage deed.
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.	Yes
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.	Obtain original title deed only AND obtain Equitable mortgage deed and give notice of intimation to Sub-Registrar's Office and registered it and subsequently create charge on it. But by that time execute agreement to mortgage.
46. The specific persons who are required to create mortgage/deposit documents creating mortgage.	Shri. Mangesh Nilkanth Fating of Urjanagar, only after execution of registered sale deed.

Place : Chandrapur
Date:- 20/06/2016


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- xiii) The said M/s. Synergy Plotters and Structures, a registered partnership firm represented through its partners Shri. Girish Shridharrao Padmawar and others have applied for the permission for the construction of Flat Scheme known as Lilae on the aforesaid land from Special Planning Tribunal (MHADA) and accordingly the said Assistant Director of Town Planning, Special Planning Tribunal (MHADA) has granted the permission vide their letter no. 3225 dated 13/05/2016 and also sanctioned the building plan.
- xiii) Now, Out of said 5 partners of M/s. Synergy Plotters and Structures 2 partners namely Sri. Nilesh Gajanan Chandawar and Shri. Kapi Sudhakar Vairagade of Chandrapur has retired from the said partnership firm M/s. Synergy Plotters and Structures w.e.f 27/11/2015 and as per terms of partnership deed the said partnership firm is continued with the existing partners and accordingly the Reconstitution and Retirement Deed of Partnership has been executed on 27/11/2015 which is also sent for Registration before the Registrar of Firms. There names are also deleted from the Register of Firms on 07/04/2016. Similarly they have also change the Principle place of Business and now it is Plot No. 27, S. No. 83, Synergy World Township, Kosara, Chandrapur and this entry has also been taken in the Register of Firms.
- xvi) Thereafter, the said M/s. Synergy Plotters and Structures, a registered partnership firm represented through its partners 1) Shri. Girish Shridharrao Padmawar, 2) Son. Meena Avinash Uttarwar represented through power of attorney holder M/s. Synergy Plotters and Structures represented through its partner Shri. Nitin Vijay Mamidwar as well as for himself has entered into an agreement to sale the 4.182% undivided share and interest in land admeasuring area-34.20 Sq. Mtr., and a Flat No. S-204 to be constructed on Second Floor having built up area-45.61 Sq. Mtr., in the building known as "Lilae of Synergy World Township" in Layout Plot No. 64, Out of S. No. 83, having Total Area-817.76 Sq. Mtr., Situated at Mouza-Kosara, Tahsil and District-Chandrapur with one Shri. Mangesh Nilkanth Fatng of Urjanagar, Chandrapur for a total consideration of Rs. 18,45,000/- and accordingly the said agreement to sale is duly registered in the office of Sub-Registrar, Chandrapur vide document No. 2489 dated 20/06/2016 but the title of Shri. Mangesh Nilkanth Fatng of Urjanagar, Chandrapur would be clear and marketable only after execution of registered sale deed. But by that time loan can be disbursed by entering into an agreement to mortgage.
- xvi) As the said area comes within the Gram Panchayat Area and no notification has been issued by the Government till today and hence the MBLA Act is not applicable and hence DOD is not required.

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expired on 08/12/1998 and after his death his legal heirs namely Smt. Prabha Vijay Mamidwar, Shri. Nitin Vijayrao Mamidwar, Sou. Nilima Sudesh Kapartiwar, Sou. Sneha Sunil Bhimanwar of Chandrapur became the absolute owner of the aforesaid land.

- (ii) Thereafter, the said Smt. Prabha Vijayrao Mamidwar, Sou. Nilima Sudeshrao Kapartiwar, Sou. Sneha Sunilrao Bhimanwar has appointed Shri. Nitin Vijayrao Mamidwar as their duly constituted lawful attorney to do all acts, deeds and things in respect of several landed properties owned by them including agricultural land bearing S. No. 83, Admeasuring Area-3.81 H.R., and S. No. 90, Admeasuring Area-2.09 Sq. Mtr., Situated at Mouza-Kosara, Chandrapur and accordingly the said power of attorney is duly registered in the office of Sub-Registrar, Chandrapur vide document No. 57 dated 05/06/1999.
- (iii) Thereafter, Sou. Nilima Sudeshrao Kapartiwar and Sou. Sneha Sunilrao Bhimanwar has relinquished their rights in favour of Shri. Nitin Vijayrao Mamidwar and Smt. Prabha Vijayrao Mamidwar in several landed properties including agricultural land bearing S. No. 83, Admeasuring Area-3.81 H.R., and S. No. 90, Admeasuring Area-2.09 Sq. Mtr., Situated at Mouza-Kosara, Chandrapur and accordingly the said Relinquishment Deed is duly registered in the office of Sub-Registrar, Chandrapur vide document No. 3770 dated 09/09/2002.
- (iv) Thereafter, the said Shri. Nitin Vijayrao Mamidwar and Smt. Prabha Vijayrao Mamidwar represented through her power of attorney holder Shri. Nitin Vijayrao Mamidwar has sold the agricultural land bearing S. No. 83, Admeasuring Area-3.81 H.R., and S. No. 90, Admeasuring Area-2.09 Sq. Mtr., Situated at Mouza-Kosara, Chandrapur to his wife Sou. Anita Nitin Mamidwar of Chandrapur vide registered Sale Deed No. 2720 dated 19/06/2003 and accordingly her name is duly mutated in the 7/12 Extract.
- (v) Thereafter as the dispute was arose among Smt. Prabha Vijay Mamidwar and Shri. Nitin Vijayrao Mamidwar and hence the said Smt. Prabha Vijay Mamidwar has revoked the said power of attorney which has been executed in favour of Shri. Nitin Vijayrao Mamidwar vide revocation deed which is duly registered in the office of Sub-Registrar, Chandrapur vide document No. 3037 dated 07/07/2003.
- (vi) Thereafter, partition of several landed properties has taken place in between Smt. Prabha Vijayrao Mamidwar and Shri. Nitin Vijayrao Mamidwar and accordingly the said partition deed is duly registered in the office of Sub-Registrar, Chandrapur vide document No. 3486 dated 30/07/2003. But this partition deed does not include the agricultural land bearing S. No. 83, Admeasuring Area-3.81 H.R., and S. No. 90, Admeasuring Area-2.09 Sq. Mtr., Situated at Mouza-Kosara, Chandrapur as the

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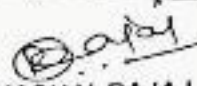
5. Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the IIR)	As the sale deed is yet not executed and hence the same will be verified after executing it and after obtaining certified copy of the same.
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?	Yes but only from 2003 onwards
b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	Yes from 2003 onwards
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?	Stamp paper used is through e-challan and appears to be genuine.
7. a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar, Chandrapur.
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 only one office i.e. Sub-Registrar, Chandrapur.
c) Whether search has been made at all the offices named at (b) above?	Yes
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. Description of the Chain of Title from the Mother deed to the latest title deed
[Chain to be traced for a period of 12 years from 2005 to 2016 by paying the search fee of Rs. 300/- paid vide receipt No. 4652 dated 20/06/2016.

1) Originally, an agricultural land bearing S. No. 83, Admeasuring Area-3.81 H.R., and S. No. 90, Admeasuring Area-2.09 Sq. Mtr., Situated at Mouza-Kosera, Chandrapur was owned by Shri. Vijay Rajeshwar Mamidwar of Chandrapur who

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Boundaries		Same as mentioned in Schedule annexed herewith		
4. (a) Particulars of the documents scrutinized-serially and chronologically				
Sl. No.	Date	Name/Nature of the Document	Original/Certified Copy/Certified Extract/Photocopy etc.	In case of copies, whether the original was scrutinized by the Advocate.
1.	21/10/2014	Registered Sale Deed bearing No. 5581 dated 2/10/2014 executed by Sou. Anita Nitin Mamidwar in favour of M/s. Synergy Plotters and Structures, a registered partnership firm represented through its partners Shri. Girish Shridharrao Padmawar, Sou. Meena Avinash Uttarwar, Shri. Nitin Vijay Mamidwar, Shri. Nilesh Gajanan Chandawar, Shri. Kapil Sudhakar Vairagade of Chandrapur.	Original	NA
2.	17/11/2014	Diversion Order	Original	Not Available
3.	07/03/2015	7/12 Extract of Plot No. 31	Certified Copy	NA
4.	07/11/2014	Certificate of Registration of Firm	Certified Copy	NA
5.	18/06/2015	Power of Attorney	Original	NA
6.	27/11/2015	Deed of Retirement cum Reconstitution of partnership	Original	NA
7.	20/06/2016	Registered Agreement to Sale bearing No. 2489 dated 20/06/2016 executed in between M/s. Synergy Plotters and Structures, a registered partnership firm represented through its partners Shri. Girish Shridharrao Padmawar, Sou. Meena Avinash Uttarwar, Shri. Nitin Vijay Mamidwar, represented through their power of attorney holder Shri. Nitin Vijay Mamidwar in favour of Shri. Mangesh Nilkant Fating of Urinagar.	Original	NA


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Om Bhawan Ekori Ward, Chandrapur

☎ : 9422139675

☎ : 9405264845

Ref. No. 149/PVB/2016

Dated: 20/06/2016

**REPORT OF INVESTIGATION OF THE TITLE
IN RESPECT OF IMMOVABLE PROPERTY**

(ANNEXURE - B)

1. a) Name of the Branch/BU seeking opinion :	State Bank of India, Shastri Nagar Branch, Chandrapur.
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.
2. a) Name of the unit /concern/company/person offering the property(ies) as security.	M/s. Synergy Plotters and Structures, a registered partnership firm represented through its partners 1)Shri. Girish Shridharrao Padmasani, 2)Smt. Meena Avinash Uttarwar, 3)Shri. Nitin Vijay Mamidwar, represented through power of attorney holder M/s. Synergy Plotters and Structures represented through its partner Shri. Nitin Vijay Mamidwar of Chandrapur and to be purchased by Shri. Mangesh Nilkanth Fating of Urjanagar, Chandrapur.
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.)	Borrower.
3. Complete or full description of the immovable property(ies) offered as security including the following details.	Mouza-Kosara, Gram Panchayat-Kosara Tahsil and District Chandrapur.
a. Survey Number/Plot No. /Area	All that 4.02% undivided share and interest in land admeasuring area-32.89 Sq. Mtr., and a Flat No. F-101 to be constructed on First Floor having built up area-43.85 Sq. Mtr. in the building known as "Lilac of Synergy World Township" in Layout Plot No. 64, Out of S. No. 83, having Total Area-817.76 Sq. Mtr., Situated at Mouza-Kosara, Tahsil and District-Chandrapur.
b. Door/House No. (in case of House property)	NA
c. Extent/area including plinth/built up area in case of house property.	43.85 Sq. Mtr.,
d. Locations like name of the place, village, city, registration, sub-district etc.	Mouza-Kosara, within the limits of Gram Panchayat, Kosara Tahsil and District-Chandrapur.

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