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TITLE INVESTIGATION REPORT (TIR)

Annexure –B

1.	Name of the Branch / BU seeking opinion	State Bank of India, SME Branch, Yavatmal
	Reference No. and date of letter under the cover of which documents tendered for scrutiny are forwarded	No letter issued
2.	Name of the unit/ concern/ company / person offering the property as security	Shewalkar Developers Limited Laxmi Bhawan Square, Nagpur
	Constitution of the unit/ concern person/ body/ authority offering the property for creation of charge.	A Company duly incorporated under the provisions of Companies Act, 1956
	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor etc.)	As a Borrower and Morigagor
3.	Complete or full description of the immovable property/ (ies) offered as security	

Schedule of Property

Property being Mortgaged is as follows:-

All that piece and parcel of the land admeasuring by 10830.96 Sq. Mtr (1,16,585 Sq. Ft) of the land as below (Part B of the sketch map attached hereto) and bounded as under:

On the East- Nagarwala Compound & Factory Office
On the West- Sadhankar Wadi
On the North- Land of Shewalkar Developers -Part A
On the South - Road of Nagar Parishad (18 Mtrs wide DP road) and Land of Shewalkar Developers -Part C

The above plot of land is a part and parcel of the following piece of land for which this TIR is provided:

a) i) All that piece and parcel of land containing by admeasurement 25808.09 Sq.Mtrs (2,77,798.31 Sq.Ft) being a portion of Nazul Plot No. 1, Sheet No. 3-C

ii) All that piece and parcel of land containing by admeasurement 3420.70 Sq.Mtrs (36,820 Sq.Ft) being a portion of Nazul Plot No. 6, Sheet No. 2-D Shown in the details in the map annexed to the sale deed as annexure-A, situated at Wani, Tahsil Wani, District Yavatmal and bounded as under

On the East - Factory Office
On the West - Sadhankar Wadi
On the North - Yavatmal Road
On the South - Road of Nagar Parishad (18 Mtrs wide DP road)

iii) All that piece and parcel of land containing by admeasurement 1590.72 Sq.Mtrs (17122.51 Sq.Ft) comprising of south east corner portion closely adjacent to the entire land bearing Nazul Plot No. 1, Sheet No. 3-C shown in the details in the map annexed to the sale deed as annexure-A, situated at Wani, Tahsil Wani, District Yavatmal and bounded as under

On the East - Factory Office
On the West - Land belonging to Shewalkar Developers Ltd.
On the North - Land belonging to Shewalkar Developers Ltd.
On the South - Road of Nagar Parishad (18 Mtrs wide DP road)

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4.	Particulars of Documents scrutinized serially and chronologically			
Sl. No.	Name/ Nature of the Document	Name of the Parties	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate.
1	Sale Deed Dated 14/3/1969, Sub-Registrar, Wani vide Sr. No. 418	Executed by Shri Vasant Purushottam Patil and 11 others in respect of land admeasuring 411155 Sq.Ft. out of 4,96,355 Sq.Ft., Sheet NO. 3-C, Plot No. 1, in favour of The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani	Original	—
2	Deed of indemnity Dated 14/3/1969 Sub-Registrar, Wani vide Sr. No. 421	Executed by Shri Sharad Purushottm Patil, Shri Vasant Purushotam Patil, Shri Madhukar Purushottam Patil formerly carried on the business under the name and styled as "Vasant Ginning and Pressing Factor, Wani" in favour of The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani in respect of Sheet No. 3-C, Plot NO. 1 and Plot NO. 6 of Sheet No. 2-D collectively admeasuring 38481 Sq. Mtrs	Original	—
3	Sale Deed Dated 14/3/1969, Sub-Registrar, Wani vide Sr. No. 419	Executed by Shri Vasant Purushottam Patil and 11 others in respect of land admeasuring 2677.47 Sq.Mtrs. Nazul Plot No. 6, Sheet NO. 2, in favour of The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani	Original	
4	No Dues Certificate	M.S.Coop. Bank Ltd.	Photocopy	
5	No Dues Certificate	Yavatmal Co.op. Bank Ltd.	Photocopy	
6	Letter Dated 28/9/2012	Issued by Director of Marketing, Maharashtra State, Pune for developing the new Ginning and Pressing Unit vide Order No. PANAN-1 / Kapus / Vasant / JIP / WANI / Mavi/2012/ 3319	Photocopy	
7	NOC dated 28/8/2014.	Labour Commissioner, Mumbai vide Letter No. KAAA / NOC / PR / 36 / 2014 /Karyasan-7/15879	Photocopy	
8	Sale Deed Dated 16/4/2015 Sub-Registrar, Wani vide Document No. 1123	Executed by The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, in respect of land admeasuring 25808.09 Sq.Mtrs. (2,77,798.31 Sq. Ft.) being portion of Plot NO.1, Sheet No.3 and 3420.70 Sq.Mtrs. (36,820 Sq.Ft) being portion of Plot No. 6, Sheet No. 2-D totaling 29,228.79 Sq.Mtrs. (or 3,14,618.31 Sq.Ft.) in favour of **M/s Shewalkar Developers Limited, Nagpur** for consideration of Rs. 21.30 Crores,	Original	
9	Sale Deed Dated 19/6/2015 Sub-Registrar, Wani vide Document No. 1890	Executed by The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, in respect of Land adjacent to Plot NO.1, Sheet NO. 3-C, admeasuring 1590.72 Sq.Mtrs to **M/s Shewalkar Developers Limited, Nagpur** for consideration of Rs. 1.16 Crores,	Original	

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10	Letter Dated 5/8/2014	Issued by Town Planning Authority, Amravati vide their Letter No. 1093 permitting Nagar Parishad, Wani to covert use of Plot No. 1, Sheet No. 3-C and Plot No.6, Sheet No. 2-D from Industrial use to Residential Use.	Photocopy	
11	Akhiv Patrika	Duly mutated in the name of Shewalkar Developers Limited, Nagpur	Original	—
12	Letter Dated 25/3/2015 No. 1422	Issued by Nagar Parishad Wani in favour of Vasant Jinning and Pressing Factory permitted Commercial and Residential construction on land admeasuring 30,882.91 Sq.Mtrs .	Original	

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 TIR.)	Obtained and attached hereto
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?	Online Records of Registrar office is available for the year 2002-2014 only but same is on trial and error basis. Several information is yet to be updated.
	b)If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	We have taken computerized search for the period 2002-2014. Index II for the year 2015 is not available.
	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?	Verified by the office of Sub-Registrar before registration.
7.	a)Property offered as security falls within the jurisdiction of which sub-registrar office?	SRO Wani
	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?	SRO Yavatmal-1 was having concurrent jurisdiction till February 2002. Thereafter SRO Wani is having exclusive jurisdiction.
	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?	Nil

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. From perusal revenue records it is revealed that The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani acquired the land admeasuring 2,677.47 Sq.Mtrs., out of land admeasuring 3420.70 Sq.Mtrs. of Sheet No. 2, Nazaul Plot No.6 of Wani by virtue of Sale Deed Dated 14/3/1969 from Shri Vasant Purushottam Patil, Mrs. Vijaya Vasant Patil , Kiran Vasant Patil, Kirti Vasant Pati, Sharad Purushottam Patil , Mrs. Neela Sharad Patil, Ms. Sucheta Sharad Patil, Ms. Archana Sharad Patil, Ms. Sadhana Sharad Patil, Ms Anita Sharad Patil, Shri Madhukar Purushottam Patil, Shri Manoj Madhukar Patil, Ms. Manjushree Madhukar Patil, which is duly registered at the office of Sub-Registrar, Wani vide Sr. NO. 419.

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Similarly on the very day, the above said The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani acquired the land admeasuring 4,11,155 Sq.Ft. out of total land admeasuring 4,96,355 Sq.Ft., Plot 1, Sheet No. 3-C, from Shri Vasant Purushottam Patil, Mrs. Vijaya Vasant Patil , Kiran Vasant Patil, Kirti Vasant Pati, Sharad Purushottam Patil , Mrs. Neela Sharad Patil, Ms. Sucheta Sharad Patil, Ms. Archana Sharad Patil, Ms. Sadhana Sharad Patil, Ms Anita Sharad Patil, Shri Madhukar Purushottam Patil, Shri Manoj Madhukar Patil, Ms. Manjushree Madhukar Patil, who are holding the land being ancestral, and by inheritance, by virtue of Sale Deed Dated 14/3/1969, which is duly registered at the office of Sub-Registrar, Wani vide Sr. No. 418.

We have perused one document "Deed of Indemnity" Dated 14/3/1969 executed by Shri Vasant Purushottam Patil, Sharad Purushottam Patil, Madhukar Purushottam Patil in favour of The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani in respect of Sheet No. 3-C, Plot NO. 1 and Plot NO. 6 of Sheet No. 2-D collectively admeasuring 38481 Sq. Mtrs, which is duly registered at the office of Sub-Registrar, Wani vide Sr. No. 421.

That for purchasing the portion of said Plot No. 1 and Plot No.6 the said The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani availed a loan from Maharashtra State Co.op. Bank Ltd. and mortgaged the said property with said bank.

That The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani also availed a loan from Yavatmal District Central Co.op. Bank Ltd. and mortgaged the some portion of Plot NO. 1 and 6 with the said Bank.

That the said The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani sought permission from Director of Marketing, Maharashtra State, Pune for developing the new Ginning and Pressing Unit vide Order No. PANAN-1/Kapus/Vasant/JIP/WANI/Mavi/2012/ 3319 Dated 28/9/2012.

That the said The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani invited offers for sale of the said property on as and where is basis by giving advertisement in Local Daily Lokmat on 9/2/2013. That the auction of the said property was held on 24/2/2013 and **M/s Shewalkar Developers Limited, Nagpur** offered the highest value of Rs. 21.30 Crores and the Assistant Registrar, Cooperative Societies, Wani declared the **M/s Shewalkar Developers Limited, Nagpur** as highest bidder.

That the The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, obtained a No Objection Certificate/ Permission from Labour Commissioner, Mumbai vide Letter No. KAAA/NOC/PR/36/2014/Karyasan-7/15879 dated 28/8/2014.

Subsequently, the said The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, transferred the said portion of Plot NO.1, Sheet No. 3-C, admeasuring 25,808.09 Sq.Mtrs and portion admeasuring 3420.70 Sq.Mtrs. of Plot No. 6, Sheet No. 2-D, totaling to 29,228.79 Sq.Mtrs. (or 3,14,618.31 Sq.Ft) to **M/s Shewalkar Developers Limited, Nagpur** by virtue of Sale Deed Dated 19/4/2014 for consideration of Rs. 21.30 Crores, which is duly registered at the office of Sub-Registrar, Wani vide Document No. 1123 and stamp duty of Rs. 1,06,50,000/- paid thereon vide Esbtr.

Prior to Sale Deed , **M/s Shewalkar Developers Limited, Nagpur** on behalf of The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited obtained a sanction for building plan of Industrial Construction on the said land and has paid Demand Note of Rs. 6,10,000/- to the Municipal Council, Wani.

Further, the said The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, transferred the south east corner portion closely adjacent to the entire land of Plot NO.1 admeasuring 1590.72 Sq.Mtrs to **M/s Shewalkar Developers Limited, Nagpur** by virtue of Sale Deed Dated 19/6/2014 for consideration of Rs. 1.16 Crores, which is duly registered at the office of Sub-Registrar, Wani vide Document No. 1890 and stamp duty of Rs. 5,80,000/- paid thereon vide Esbtr.

That Town Planning Authority, Amravati vide their Letter Dated 1093 Dated 5/8/2014 given permission to Nagar Parishad to covert use of Plot No. 1 and Plot No.6 from Industrial use to Residential Use. The Sanction to this plan is accorded by the Wani Municipal Council vide Letter No. 1422 dated 25/03/2015.

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	That **M/s Shewalkar Developers Limited, Nagpur** decided to develop the said property into a Residential and Commercial purpose and accordingly prepared a plan in respect of land admeasuring 30,882.91 Sq.Mts. in the name and styled as "RAM SHEWALKAR PARISAR" and 6 separate buildings in the name and styled as Asoshi, Regha, Tridal, Agnimitra, Amrutzari, Gabhara having proposed built up area of 37318.92 Sq.Mtrs.

9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Freehold land (In both the sale deeds dated 16/4/2015 and 19/6/2015, though it is mentioned as a "Nazul Land", infact it is a freehold land.)
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 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; grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, 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;	
	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 to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Minors Interest not involved
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 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 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?	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 Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not Applicable
	(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.	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.	That Town Planning Authority, Amravati vide their Letter Dated 1093 Dated 5/8/2014 given permission to Nagar Parishad to covert use of Plot No. 1 and Plot No.6 from Industrial use to Residential Use.

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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.),	Not Applicable
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	Not Applicable
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not Applicable
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Not known. However duly sworn affidavit required to be obtained from **M/s Shewalkar Developers Limited, Nagpur** stating/ confirming that no litigation is pending in any court of law in respect of the property described in the schedule.
	(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. The property in question is owned by the Company. The company has produced relevant record such as 'Register of Charges maintained under Section-143 of the Companies Act, 1956, minute book maintained under Section 193 of the Act, Register of Managing Directors, Manager Secretary & Directors under Section 303 of the Act, Register of documents sealed etc.) The said records are in conformity with the relevant provisions of the Companies Act, 1956 and the other relevant laws/practices. There is nothing prejudicial to the interest of the Bank. I am unable to visit the Office of the Registrar of Companies within whose office the said Company has been registered, and as such the Bank may cause the search of the relevant record with the Office of Registrar of Companies and consider such report while considering this report.	
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 interestin favour of the builder/developer and as such is irrevocable as per law.	Not Applicable

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	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) 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.	Not Applicable
	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 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
	(g) 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:	Not Applicable
	(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;	In respect of Schedule Property only
	(e) Agreement for sale (duly registered); (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.; (l) Share Certificates;	Not Applicable
	(m) No Objection Letter from the Society;	Not Applicable

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	(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 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. However duly sworn affidavit required to be obtained from **M/s Shewalkar Developers Limited, Nagpur** stating/ confirming that property described in the schedule is free from encumbrances.
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.	Encumbrances Certificate is not issued by Sub-Registrar Offices in Maharashtra State.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Nagar Palika Tax Receipt. Amount:- Rs.11,300.00 Year of Assessment:- 2013-2014 Date of Payment:- 20/01/2014
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 said property is duly mutated with City survey Records.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/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; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable;	Documents in relation to a), b) & c) not placed before us, unable to comment
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.	Valuation Report not placed before me.
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.	Valuation Report not placed before me.

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☎2535864, Mobile 9823053777

Monday,06 July 2015 2:20 PM

इतर पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 3759 दिनांक: 06/07/2015

गावाचे नाव: वणी न.प.

दस्तऐवजाचा अनुक्रमांक: वनय-0-2015

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अँड श्रीकांत पांडे, नागपुर, अर्ज क्र. 707/15

वर्णन मौजा वणी, ता. वणी येथील शिट क्र. 3सी, 2डी मधील प्लाअ क्र. 1/6 चा शोध सन 1986 ते 2015 एकुण 30 वर्ष

शोध व निरीक्षणे	रु. 750.00
एकूण:	रु. 750.00

Sub Registrar Wani

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

सह दुय्यम निबंधक श्रेणी -१
वणी

223/0 इतर पावती Original/Duplicate

Friday,10 July 2015 4:32 PM नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 3676 दिनांक: 10/07/2015

गावाचे नाव:

दस्तऐवजाचा अनुक्रमांक: यवम-0-2015

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अँड श्रीकांत पांडे

वर्णन मौजा वणी ता. जि. यवतमाळ प्लॉट क्र. 1/6 शीट क्र. 3 सी 2डी सन 1986 ते 2002 (17 वर्ष)

शोध व निरीक्षणे	रु. 425.00
एकूण:	रु. 425.00

Sub Registrar Yavatmal1

1); देयकाचा प्रकार: By Cash रक्कम: रु 425/-

सह दुय्यम निबंधक क्र.१
यवतमाळ

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.	Nil
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.	The person authorized by the resolution passed by Board of Directors of **M/s Shewalkar Developers Limited, Nagpur**

Annexure – C:

Certificate of Title

1) I have examined the original of Title Deeds relating to the schedule property and offered as security by way of Equitable Mortgage/ Simple 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/ Simple Mortgage is created, it will satisfy the requirements of creation of 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 Sub-Registrar office. 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 relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office), 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 _____to _____pertaining to the Immovable Property/(ies) covered by above said Title Deeds. - Not Applicable as No Encumbrances Certificates are not issued.

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 _____(Specify the share of the Minor with Name). Not Applicable

8) I have taken the search of records of Registrars' office at Wani and from Inspection Book No. (I) and Index No. (II) by paying the necessary search fee for the year 1986 to 2015 of Rs. 750/- vide Receipt No. 3579 Dated 06/07/2015. I have also taken the search of records of Registrars' office at Yavatmal (who was having concurrent jurisdiction till Feb-2002) and from Inspection Book No. (I) and Index No. (II) by paying the necessary search fee for the year 1986 to 2002 of Rs. 425/- vide Receipt No. 3676 Dated 10/07/2015. The original search fee receipts are enclosed herewith. While searching the record, it was found that some record was in mutilated & torn form, some was incomplete & disorganized, lot of jurisdictional changes have taken place during different period in Registrar Offices, so the inspection of such record is not possible therefore in view of unavailable records, availability of computerised search on trial basis, concurrent jurisdiction of the Sub-Registrar office. An affidavit is required to be obtained from **M/s Shewalkar Developers Limited, Nagpur**, in respect to the title, non encumbrances in respect of the schedule property.

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9) The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower **M/s Shewalkar Developers Limited, Nagpur**

10) I certify that **M/s Shewalkar Developers Limited, Nagpur,** has an absolute, clear and Marketable title over the Schedule property. I further certify that the above title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deeds and the said Mortgage would be enforceable.

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:

a) Original Sale Deed Dated 14/3/1969, Executed by Shri Vasant Purushottam Patil and 11 others in respect of land admeasuring 411155 Sq.Ft. out of 4,96,355 Sq.Ft., Sheet NO. 3-C, Plot No. 1, in favour of The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani, which is duly registered at the office of Sub-Registrar, Wani vide Sr. No. 418

b) Certified copy of Deed of Indemnity Dated 14/3/1969, Executed by Shri Sharad Purushottm Patil, Shri Vasant Purushotam Patil, Shri Madhukar Purushottam Patil formerly carried on the business under the name and styled as "Vasant Ginning and Pressing Factor, Wani" in favour of The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani in respect of Sheet No. 3-C, Plot NO. 1 and Plot NO. 6 of Sheet No. 2-D collectively admeasuring 38481 Sq. Mtrs, which is duly registered at the office of Sub-Registrar, Wani vide Sr. No. 421

c) Original Sale Deed Dated 14/3/1969, Executed by Shri Vasant Purushottam Patil and 11 others in respect of land admeasuring 2677.47 Sq.Mtrs. Nazul Plot No. 6, Sheet NO. 2, in favour of The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani , which is duly registered at the office of Sub-Registrar, Wani vide Sr. No. 419

d) Original Sale Deed Dated 16/4/2015, Executed by The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, in respect of land admeasuring 25808.09 Sq.Mtrs. (2,77,798.31 Sq. Ft.) being portion of Plot NO.1, Sheet No.3 and 3420.70 Sq.Mtrs. (36,820 Sq.Ft) being portion of Plot No. 6, Sheet No. 2-D totaling 29,228.79 Sq.Mtrs. (or 3,14,618.31 Sq.Ft.) in favour of M/s Shewalkar Developers Limited, Nagpur for consideration of Rs. 21.30 Crores, which is duly registered at the office of Sub-Registrar, Wani vide Document No. 1123

e) Original Sale Deed Dated 19/6/2015, Executed by The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, in respect of Land adjacent to Plot NO.1, Sheet NO. 3-C, admeasuring 1590.72 Sq.Mtrs to M/s Shewalkar Developers Limited, Nagpur for consideration of Rs. 1.16 Crores, which is duly registered at the office of Sub-Registrar, Wani vide Document No. 1890.

f) Duly sworn affidavit from **M/s Shewalkar Developers Limited, Nagpur** stating / confirming that property described in the schedule is free from encumbrances and no litigation is pending in any court of law in respect of the property described in the schedule.

g) No Dues Certificate from M.S. Co.op. Bank and Yavatmal Co.op. Bank and Re-conveyance Deed

h) City Survey Akhiv Patrika duly mutated in the name of M/s Shewalkar Developers Limited, Nagpur

i) Duly sworn affidavit from M/s Shewalkar Developers Limited, Nagpur stating / confirming that property described in the schedule is free from encumbrances and no litigation is pending in any court of law in respect of the property described in the schedule.

j) Recording Bank's Charge in City Survey Akhiv Patrika (Property Card) and retaining certified copy of Akhiv Patrika showing such charge (after creation of mortgage).

k) As per latest amendments in Registration Act 1908, Section 89-B, registration of creation of Equitable Mortgage is compulsory in Maharashtra State, in case of creation of equitable mortgage ensure to furnish the intimation of creation of Equitable Mortgage within 30 days from the date of creation mortgage to the office of concern Sub-Registrar, otherwise the mortgage would be void.

l) ROC charge to be created in 30 days.

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Alternatively since only a Part of land PART-B as per map attached, is being mortgaged in favour of the bank. Registered mortgaged is recommended. However, in case of a registered mortgaged also, the above documents are to be deposited with the Bank.

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

Documents entrusted to us are returned herewith.

Description of property : As per point no 3 of Annexure B hereto. Property outlined for Phase B being offered as security for the credit facilities being availed for construction of Phase A as marked in the sketch map attached hereto.

Place : Nagpur
Date :20/7/2015

Shrikant Pande
Advocate

Shrikant D. Pande
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