

MRS. PALLAVI BHOPAIKAR
ADVOCATE
B.A. I.L.B.

Res. :- B-14, Ground Floor,
Phase-1, Yashoda Nagar, Hingna
Road, Nagpur.
(M) 9822704028 (R) 222 0996

TITLE INVESTIGATION REPORT (TIR)

Annexure -B

1.	Name of the Branch / BU seeking opinion	State Bank of India, 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 Mortgagor
3.	Complete or full description of the immovable property / (ies) offered as security <u>Schedule of Property</u> 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- Sadhanekar Wadi On the North- Land of Shewalkar Developers -Part A On the South - Road of Nagar Parishad (18 Mtrs wide DP road) 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 Mazul Plot No. 1, Sheet No. 3-C ii) All that piece and parcel of land containing by admeasurement 3420.70 Sq.Mtrs	

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Tahsil Wani, District Yavatmal and bounded as under	
On the East	Factory Office
On the West	Sadharkar Wadi
On the North	Yavatmal Road
On the South	Road of Nagar Parishad (18 Mtrs wide DP road)
<p>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</p>	
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)

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,	Amongst Shri Vasant Purushottam Pahl and 12 others(as per Sale Deed but actually 14) 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 registered in the office of Sub- Registrar, Wani, vide Sr. No. 418.	Original	—

[Signature]

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Advocate

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2	Deed of Indemnity Dated 14/3/1969	Amongst Shri Sharad Purushottam Patil, Shri Vasant Purushottam Patil, Shri Madhukar Purushottam Patil formerly carried on the business under the name and styled as "Vasant Ginning and Pressing Factor, Wani" And 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, registered at Sub-Registrar, Wani vide Sr. No. 421.	Original	
3	Sale Deed Dated 14/3/1969,	Amongst Shri Vasant Purushottam Patil and 12 (actually 14) others in respect of land admeasuring 2677.47 Sq.Mtrs. Nazul Plot No. 6, Sheet NO. 2, AND The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani , registered at Sub-Registrar, Wani vide Sr. No. 419.	Original	
4	Sale Deed Dated 16/4/2015	Amongst 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-C 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.) AND M/s Shewalkar Developers Limited, Nagpur for consideration of Rs. 21.30 Crores, Througk Director, Mrs. Vijaya Ram Shewalkar. Registered at SRO -Wani, vide Document No. 1123.	Photocopy	
5	Sale Deed Dated 19/6/2015	Executed by The Vasant Co-operative Shetkari Ginning and	Photocopy	

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		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, Thourgh Director Mrs. Marisha Ashutosh Shewalkar, registered at SRO Wani, vide Doc. No. 1890.		
6	No Dues Certificate	M.S. Co-op. Bank Ltd.	Required	
7	No Dues Certificate	Yavalmal Co. op. Bank Ltd.	Required	
8	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	Required	
9	NOC dated 28/8/2014.	Labour Commissioner, Mumbai vide Letter No. KAAA / NOC / PR / 36 / 2014 / Karyasan-7/15879	Photocopy	
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.	Photocopy	
12	Letter Dated 25/3/2015 No. 1422	Issued by Nagar Parishad Wani in favour of Vasant Ginning and Pressing Factory permitted Commercial and Residential construction on land admeasuring 30,882.91 Sq.Mtrs.	Photocopy	
13.	Record of Right	Issued by the Tahsildar, Wani in respect of Plot No. 1 & 6 showing the property is Freehold Land.	Photocopy	


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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 TIR.)	I have been informed that Certified copies of title documents have been obtained by other Advocate, So it need not to be obtained.
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? b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Online Records of Registrar office is available for the year 2002-2014. I have taken computerized search for the period 2002-2014 only. Index II for the year 2015 was not ready.
	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? b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar-general if so, please name all such offices? c) Whether search has been made at all the offices named at (b) above? d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	SRO Wani The Jurisdiction upto February 2002 was to the SRO Yavatmal-1. Thereafter to the SRO Wani. Yes 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.	

Shri Madhukar

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Purusnotam Patil, Mrs. Mandakini Madhukar Patil, Shri Manoj Madhukar Patil, & Marjushree 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.

Similarly, The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani further purchased the land admeasuring 2,677.47 Sq.Mtrs., out of land admeasuring 3420.70 Sq.Mtrs. of Sheet No. 2-D, Nazaul Plot No.6 of Wani by virtue of Sale Deed Dated 14/3/1969 from Shri Vasant Purushottam Patil, and 13 others (as mentioned above), which is duly registered at the office of Sub-Registrar, Wani vide Sr. NO. 419.

One other document "Deed of Indemnity" has been perused by me which was 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 Sheet No. 2-D Plot No. 6 total admeasuring 38481 Sq. Mtrs, which is duly registered at the office of Sub-Registrar, Wani vide Sr. No. 421.

That for the purpose of purchasing the said Plot No. 1 and Plot No.6 the said The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani has been taken a loan from Maharashtra State Co.op. Bank Ltd. and Yavatnal District Central Co.op. Bank Ltd. and thereby mortgaged the said property with said banks.

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 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/Karyasam-7/15879 dated 28/8/2014

That as per the offers invited from the Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani, and being the successful bidder, M/s Shewalkar Developers Limited, Nagpur offered the highest value of Rs. 21.30 Crores. 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 E-Payment.

Further, the Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, transferred the south east corner portion 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 SRO, Wani vide Document No. 1890 and stamp duty of Rs. 5,80,000/- paid thereon vide



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E- payment.
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.
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 PARSAR" and 6 separate buildings shall be in the name of wel popular books of late Shri Ram Shewalkar.

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. Though it is denoted in both the sale deeds dated 16/4/2015 and 19/6/2015 as a "Nazul Land", it is a freehold land which can be seen from Record of 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 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.	N.A.

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14	If the property has been transferred by way of Gift/Settlement Deed, whether:	
	• 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
	(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?	Not Applicable
	• In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	• Whether will in the matter needs a mandatory probate and if so whether the	Not Applicable

	same is probated by a competent court?	
	<ul style="list-style-type: none"> Whether the property is mutated on the basis of will? Whether the original will is available? Whether the original death certificate of the testator is available? 	Not Applicable
	<ul style="list-style-type: none"> What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? <p>(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.)</p>	Not Applicable
17.	<p>(a) Whether the property is subject to any wakf rights?</p> <p>(b) Whether the property belongs to church/ temple or any religious/ other institutions having any restriction in creation of charges on such properties?</p> <p>(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?</p>	Not Applicable
18.	<p>(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.</p> <p>(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?</p>	Not Applicable
19.	<p>(a) Whether the property belongs to any trust or is subject to the rights of any trust?</p> <p>(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?</p> <p>(c) If so additional precautions/ permissions to be obtained for creation of valid mortgage?</p> <p>(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.</p>	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. (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, Annavati has permitted the use of Plot No. 1 and Plot No.6 from industrial use to Residential & Commercial Use, vide Letter No. 1093 Dated 5/8/2014.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.),	Not Applicable
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings? (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? (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? (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 Information received. So it is desirable to obtain an affidavit from M/s Shewalkar Developers Limited, Nagpur stating/ confirming that no litigation is pending in any court of law so far as the property going to be mortgaged, is concern. Not Applicable
24.	(a) In case of partnership firm, whether the	Not Applicable

	properly registered	
	(b) Property belonging to partners, whether thrown hotpot? 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 is in the name of the Company. And the company has produced relevant records like 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, Managing Secretary & Directors under Section 303 of the Act, therefore there is nothing prejudicial to the interest of the Bank. But is was not possible for me, to take search in the Office of the Registrar of Companies. Separate report from the office of the Registrar of Companies can be obtained through Company secretary.	
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? (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

[Signature]

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	(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
	<ul style="list-style-type: none"> Whether the original POA is verified and the title investigation is done on the basis of original POA? Whether the POA is a registered one? Whether the POA is a special or general one? 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
	* 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/1 and 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

	Society/ Condominium concerned;	
	(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
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Not Applicable
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not Applicable
	(p) If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	Not Applicable
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Not Applicable
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No Information received.
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.	So it is desirable to obtain an affidavit from M/s Shewalkar Developers Limited, Nagpur stating/ confirming that no litigation is pending in any court of law so far as the property going to be mortgaged, is concern
32.	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	Not Applicable in the State of Maharashtra.
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon.	Required current years' tax payment receipt of Nagar Parishad, Wani
	(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 in the name M/s Shewalkar Developers Limited with the record of City Survey.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes
36.	(a) Whether the property offered as	Yes

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	(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;	Unable to comment 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 is 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.
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 SAKRESI 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	Not Applicable

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इतर पावती

Original/Duplicate

Friday, 10 July 2015 4:33 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 3677

दिनांक: 10/07/2015

गावाचे नाव:

दस्तेऐवजाचा अनुक्रमांक: यवम-0-2015

दस्तेऐवजाचा प्रकार:

सादर करणाऱ्याचे नाव: व्हॅड पल्लवी शोपाळकर

वर्णन मोजा वणी ना. जि. यवतमाळ प्लॉट क्र. 1/6 शीट क्र. 3 सी. 2 डी सन 1986 ते 2002 (17 वर्षे)

शोध व निरीक्षण

रु. 425.00

एकूण:

रु. 425.00

Sub Registrar/Mayalmal

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

रु. 425/-
यवतमाळ



Monday, 06 July 2015 2:14 PM

इतर पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 3758 दिनांक: 06/07/2015

गावाचे नाव: वणी न.प.

दस्तावेजाचा अनुक्रमांक: वनय-0-2015

दस्तावेजाचा प्रकार:

सादर करणाऱ्याचे नाव: वॅड पल्लवी सोपाळकर, नागपुर, वर्ड क्र. 706/15

वर्णन बीजा वणी, ता. वणी येथील खिंट क्र. 3सी, 2वी मधील प्याव क्र. 1/6 चा शोध सन 1986 ते 2015 एकूण 30 वर्ष

शोध व निरीक्षणे

रु. 750.00

एकूण:

रु. 750.00

Sub Registrar Wani

मुख्य अधिकारी वणी - ३

वणी

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

	such cases.	
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 Director or any other person authorized by the resolution passed in the meeting of board of Directors of M/s Shewalkar Developers Limited, Nagpur.

Certificate of Title

Annexure - C:

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 :

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.

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.

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.

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 issued in the State of Maharashtra.

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

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

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


Mrs. Pallavi Bhopalkar
ADVOCATE

B-14, Yashoda Nagar, Phase-I,
Hingna Road, NAGPUR-440016
M. 9822704028

2015 of Rs. 750/- vide Receipt No. 3758 Dated 06/07/2015. I have taken further search in the Registrars' office at Yavatmal which was having concurrent jurisdiction till Feb-2002, from Inspection Book No. (I) and Index No. (II) by paying the search fee for the year 1986 to 2002 of Rs. 425/- vide Receipt No. 3677 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.

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

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.

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, Amongst Shri Vasant Purushottam Patil and 13 others in respect of land. Sheet NO. 3-C, Plot No. 1, AND The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani, which is duly registered at SRO, Wani vide Sr. No. 418
- (B) Original Sale Deed Dated 14/3/1969, Amongst Shri Vasant Purushottam Patil and 13 others in respect of land Nazul Plot No. 6, Sheet No. 2-D, AND The Vasant Co-operative Shetkari Ginning and Pressing Factory Limited, Wani , which is duly registered at SRO, Wani vide Sr. No. 419
- (C) Certified copy of Deed of Indemnity Dated 14/3/1969, Amongst Shri Sharad Purushottam Patil, Shri Vasant Purushottam Patil, Shri 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 total admeasuring 38481 Sq. Mtrs, which is duly registered at SRO, Wani vide Sr. No. 421.
- (D) Original Sale Deed Dated 16/4/2015, Between 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.) and 3420.70 Sq.Mtrs. (36,820 Sq.Ft) for Plot No.1, Sheet No.3-C AND Plot No. 6, Sheet No. 2-D respectively total 29,228.79 Sq.Mtrs. (or 3,14,618.31 Sq.Ft.) AND M/s Shewalkar Developers Limited, Nagpur for consideration of Rs. 21.30 Crores, which is duly registered at SRO, Wani vide Document No. 1123.
- (E) Original Sale Deed Dated 19/6/2015, Between 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 AND M/s Shewalkar Developers Limited, Nagpur for consideration of Rs. 1.16 Crores, which is duly registered at SRO, Wani vide Document No. 1890.


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- (F) No Dues Certificate from M.S. Co.op. Bank and Yavatmal Co.op. Bank and Re-conveyance Deed.
- (G) Akhiv Patrika duly initialed in the name of M/s Shewalkar Developers Limited, Nagpur
- (H) The charge of Bank to be recorded at City Survey Akhiv Patrika after creation of mortgage.
- (I) An 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 so far as the property in concern which is going to be mortgaged.
- (J) If Equitable mortgage is preferred, then it is must, to give the intimation of creation of Equitable Mortgage to the office of Sub-Registrar, within 30 days from the date of creation of mortgage.

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

Documents entrusted to us are returned herewith.

Place : Nagpur
Date : 21/7/2015

Mrs. Pallavi Bhopalkar
Advocate



Mrs. Pallavi Bhopalkar

ADVOCATE

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