

Dinesh L. Vakil (Gangapurkar)

Lahrimanohar D Vakil

A D V O C A T E S

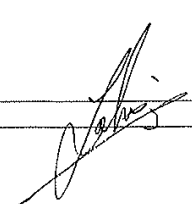
"Indrayani", 14, Radhamohan Colony, Khokadpura, Aurangabad- 431 001, Tel:- 2337030 Email lmdvakil@ gmail.com

TO WHOMSOEVER IT MAY CONCERN

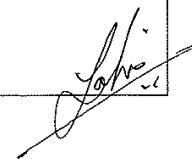
TITLE INVESTIGATION REPORT

Sr. No.	Particulars	
1	a) Name of the branch/Business Unit/Office seeking opinion	PALMS REALTY
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	--
	c) Name of the Borrower :	PROSPECTIVE PURCHASER OF FLAT
2	a) Name of the unit/concern/company/person offering the property/(ies) as security.	PROSPECTIVE PURCHASER OF FLAT
	b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	-
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Mortgagor
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	
	(a) Survey/ Gut No.	53
	(b) Door/House No. (in case of house property)	--
	(c) Extent/area including plinth/built up area in case of house property.	Admeasuring area 6043.41sq. mtrs, forming part of Gut No. 53
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Village Satara, Tq. & Dist. Aurangabad.
4	a) Particulars of the documents scrutinized - serially and chronologically.	Particulars of the documents scrutinized serially and chronologically referred in column 4-a
	(a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note : Only originals or certified extracts from	Title documents verified with Original and recent documents are verified with Certified copies

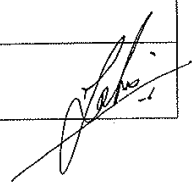
	registering/land/revenue/other authorities be examined.	
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor?(Please also enclose all such certified copies and relevant fee receipts along with the TLI)	1. Certified copy of the Sale deed dated 14/09/2012 registered at day book sr. no. 5079/20112. 2. Certified Copy of Sale Deed dated 28/10/2014 registered at day book Sr. No. 7656/2014. 3. Certified copy of Development Agreement dated 29/12/2015 registered at day book sr.no.8715/2015
6.	a) Whether the records of register office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Record of Registrar office & revenue authorities relevant to the property are available online & I have verified the same.
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	Record of Registrar office & revenue authorities relevant to the property are available online & I have verified the same.
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No record of genuineness of the stamp paper is available on online portal.
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	AURANGABAD
	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?	Presently all the record to the extent of Aurangabad property is available any of the office of Sub-Registrar, as the record is computerized record.
	c) Whether search has been made at all the office 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?	Not Revealed
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.	YES. Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property from the predecessors in title/interest to the current title holder. (Separate Sheet annexed)
	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.	Minor's interest in the property is not involved.
	In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/encumbrances of a period of not less than 30 years is mandatory.(Separate Sheets may be used)	Above 1 Crore
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.)	Full Ownership Rights
10.	If leasehold, whether;	N.A.



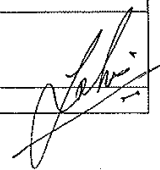
	a) lease Deed is duly stamped and registered	N.A.
	b) lessee is permitted to mortgage the Leasehold right,	N.A.
	c) duration of the lease/unexpired period of lease	N.A.
	d) If, a sub-lease, check the lease deed in favour of lessee as to whether Lease Deed permits sub-leasing and mortgage by sub-lessee also.	N.A.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)	N.A.
11	If Govt./grant/allotment Lease-cum/Sale Agreement, whether;	N.A.
	Grant/Agreement etc. provides for alienable rights to the mortgagor with or without conditions.	N.A.
	The mortgagor is competent to create charge on sub property	N.A.
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available	N.A.
12	If occupancy right, whether,	N.A.
	a) such right is heritable and transferable	N.A.
	b) Mortgage can be created	N.A.
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be following including court permission to be obtained and the reasons for coming to such conclusion.	N.A.
14	If the property has been, transferred by way of Gift/Settlement Deed, whether.	N.A.
	a) The Gift/Settlement Deed is duly stamped and registered	N.A.
	b) The Gift/Settlement Deed has been attested by two witnesses	N.A.
	c) The Gift/Settlement Deed transfers the property to Donee	N.A.
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or implication or by actions;	N.A.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	N.A.
	f) whether the Donee is in possession of the gifted property	N.A.
	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;	N.A.
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
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	N.A.



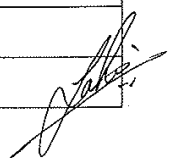
	mortgage.	
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
	(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with.	N.A.
	(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?	N.A.
16.	Whether the title documents include any testamentary documents/wills? (a) In case of wills, whether the will is registered will or unregistered will?	N.A.
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
	(c) Whether the property is mutated on the basis of will?	N.A.
	(d) Whether the original will is available ?	N.A.
	(e) Whether the original death certificate of the testator is available?	N.A.
	(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.)	N.A.
17.	(a) Whether the property is subject to any Wakf rights?	N.A.
	(b) Whether the property belongs to Church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	--do--
	(c) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	--do--
18.	(a) Whether 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.	N.A.
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases ?	N.A.
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A.



	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
20.	(a) if the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creations/enforcement of mortgage.	N.A.
	(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?	N.A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Non-Agriculture Use Order u/s.44 of M.L.R. code has been granted by Collector vide Order bearing no. 92/Maskha/Jameen-1/Akrushi/CR/167 dated 13/07/1992.
21.	Whether the property is affected by and local laws or other regulations having a bearing on the creating security(viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.).	N.A.
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 Officer 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?	N.A.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	(c) Whether the title documents have any court seal/markings which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.	N.A.
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Partnership firm constituted under Indian Partnership Act, 1932 registered with the office of Registrar of Firm.
	(b) Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	No. Firm has independently acquired and purchased property.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Yes.
25.	Whether the property belongs to a	N.A.



	Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar(ROC), Articles of Association/provision for common seal etc.	
26.	In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
27.	(a) Whether any POA is involved in the chain of title?	N.A.
	(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.	N.A.
	(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).	N.A.
	(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.	N.A.
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A.
	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?	N.A.
	(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?)	N.A.
	(g) Please comment on the genuineness of POA?	N.A.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	N.A.
28.	Whether mortgage is being created by a POA holder, check genuineness of	N.A.



	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.	
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: (a) Promoter's/Land owners title to the land/building; (b) Development Agreement/Power of Attorney; (c) Extent of authority of the Developer/builder; (d) Independent title verification of the Land and/or building in question ; (e) Agreement for sale(duly registered); (f) Payment of proper stamp duty; (g) Requirement of registration of sale agreement development agreement , POA,etc.; (h) Approval of building plan, permission of appropriate/local authority etc; (i) Conveyance in favour of society/condominium concerned; (j) Occupancy certificate/allotment letter/letter of possession; (k) Membership details in the Society etc.; (l) Share Certificates; (m) No Objection Letter from the Society; (n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.; (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any; (p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any; (q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan etc.	It is Clear & Marketable Yes. Development agreement is executed Yes all required permissions from the concern authorities are obtained. Construction work is going on. Yes. Deed of Declaration is to be executed.
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.	To the extent property offered a security, the said property is free from encumbrance of any bank.
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	30 years for other details please refereed the certificate of TVSR.
32.	Details regarding property tax or land	The owner/mortgagor paid Non-agriculture

	revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	taxes till the year 2015-16. Such dues are recurring dues payable every successive years & I advice in future too for every year the receipts for payments of those taxes are to be obtained from the concern borrower till he clears the entire outstanding of them loan.
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No objection Certificate under the Income Tax Act is required/obtained.	N.A.
34.	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	The details of extracts referred by us for the purpose are referred in the Column flow of title of this report please refer the same.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes the name of Land owner is reflected in the 7/12 extract in Gut no. 53.
36.	(a) Whether the property offered as security is clearly demarcated?	Yes the property offered as security is clearly demarcated.
	(b) Whether the demarcation/partition of the property is legally valid?	The competent authority has approved the construction permission under group housing scheme and earlier layout plan has been cancelled.
	(c) Whether the property has clear access as per documents?	As per the sanction plan clear access to the property is reflects.
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;	The property is open plot.
	b) Document in relation to water connection;	The property is open plot.
	c) Document in relation to Sales Tax Registration, if any applicable	
	Other utility bills, if any	The property is open plot
38.	In respect of 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.	I have mentioned the boundaries of the property as referred under the document produced before me. No valuation report is produced before me for scrutiny. No boundaries use to be mentioned, on the tax receipts, utility bills issued by various departments & there is no such practice prevailing. Hence I cannot comment on difference/discrepancy in view of the facts referred above.
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.)	No valuation report is produce before me for scrutiny. The boundaries title deed & the boundaries & description shown in the sanction tally prima-facie as per the record.
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.	There is no any restriction of creation of mortgage; the property is mortgage able property. For the purpose of payment of stamp duty for mortgage is should be paid as per the Bombay Stamp Act at the relevant date.
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as	The bank will be able to enforce SARFESI Act

	security?	
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 deposits of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N.A.
43.	Whether the government 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.	N.A.
44.	Additional aspects relevant for investigation of title as per local laws.	
45.	Additional suggestions, if any to safeguard the interest of bank/ensuring the perfection of security.	It is advised that mortgagor should execute declaration cum affidavit that no prior loan or mortgage has been created in favour of anyone else. Deed of Declaration u/s. 2A of Maharashtra Apartment Ownership Act, 1972.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	

Note : In case separate sheets are required, the same may be used, signed and annexed.

Date :

Place :

Aurangabad

[Signature]
Signature of the Advocate

LIST OF DOCUMENTS

4a.	Particulars of the scrutinized-serially and chronologically	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.
1.	Sale Deed dated 28/03/1972 registered at day book Sr. No. 664 in the office of Sub-Registrar, Aurangabad executed in favour of Narharrao Ganpatrao Malkhare.	Xerox
2.	Mutation Entry No. 447 dated 13/07/1972	Xerox
3.	Non-Agriculture Use Order u/s. 44 bearing no. 92/Masha/Jamin1/Akrushi/Cr/167 dated 13/07/1992	Xerox
4.	Partition deed dated 05/10/2006 registered at day book sr. no. 4771 executed by Narharrao Ganpatrao Malkhare, Sau. Shantabai W/o. Narharrao Malkhare & others	Xerox
5.	Mutation entry no. 13269 dated 12/10/2006	Xerox
6.	Paper publication dated 16/03/2011 published in Dainik Lokmat	Xerox
7.	Approved Layout plan bearing no. 1286/2012 dated 08-06-2012	Xerox
8.	Sale Deed dated 14/09/2012 registered at day book sr.no. 5079 & 5081 and Sale Deed dated 28/10/2014 registered at day book sr.no. 7656/2014 executed in favour of M/s. Venkatesh Realtors	Xerox
9.	Transfer Development Right deed dated 19/08/2015 registered at day book Sr. No. 4986/2015 executed in favour of Venkatesh Realtors	Xerox
10.	Development Agreement dated 29/12/2015 registered at day book sr. no. 8715/2015 executed in favour of Palm Realty, developer	Xerox
11.	Construction permission bearing no. 691/2015 dated 07/03/2015	Xerox
12.		

FLOW OF THE TITLE

1. On perusal of the revenue records and other documents placed before me, it is revealed that Late Shri Narharrao Ganpatrao Malkhare purchased land adm. 6 Acre (2 Hectar 43 Are) out of land survey no. 32/1 newly numbered as Gut No.53 vide Sale Deed dated 28/03/1972 registered at day book sr. no. 664 in the office of sub-registrar, Aurangabad and accordingly his name is entered and mutated in the revenue records, vide mutation entry no. 447 dated 13/07/1972.
2. On perusal of the records and documents placed before me, it appears that the said land was mutated in the name of Smt. Chitra W/o. Prakash Malkhare, i.e., daughter – in – law of Late Shri Narharrao Ganpatrao Malkhare by way of family arrangement.
3. On perusal of the records and documents placed before me, it appears that Smt. Chitra Prakash Malkhare and adjacent land owner Smt. Mandakini Dongre jointly applied for permission for non-agricultural use of land admeasuring 4 Hectar 37 Are on 14/02/1991 and permission for Non-Agricultural Use of Land is sanctioned by Collector, Aurangabad under Order No. 92/Masha/ Jamin-1/ Akrushi/ CR/ 167 dated 13/07/1992.
4. On perusal of the records and documents placed before me, it is revealed that by virtue of Partition Deed cum Consent deed dated 05/10/2006 executed by 1. Narharrao Ganpatrao Malkhare, 2. Sau. Shantabai W/o. Narharrao Malkhare, 3. Kishor Narharrao Malkare, 4. Prakash Narharrao Malkhare, 5. Shashank Subhash Malkare, 6. Sanjay Subhash Malkhare, 7. Sow. Sushila Subhash Malkhare, 8. Smt. Mandakini Dongre with the consent of Smt. Chitra Prakash Makhare. As per terms of Partition deed, land adm. 60 R forming_part of Gut No. 53 came into the share and ownership of Shashank Subhash Malkhare, Sanjay Subhash Malkhare and Sow. Sushila Subhash Malkhare. In pursuance to the execution and registration of Partition Deed, name of Shashank Subhash Malkhare, Sanjay Subhash Malkhare and Sow. Sushila Subhash Malkhare was mutated and recorded in the revenue record of Gut No. 53 as owner and possessor of Land adm. 60 R vide mutation entry no. 13269. The said partition cum consent deed is also signed by Sow. Chitra Prakash Malkhare in whose name said land was also earlier mutated.



5. On perusal of the records and documents placed before me, it is revealed that Public Notice for title verification was issued in daily newspaper "Dainik Lokmat" on 16/03/2011 for calling objections if any to the title of Shashank, Sanjay and Smt. Sushila Malkhare and nobody have raised any objection about ownership and possession of Shashank S. Malkhare, Sanjay S. Malkhare and Smt. Sushila S. Malkhare in respect of land admeasuring 60 R forming part of Gut No.53.
6. On perusal of the records and documents placed before me, it is revealed that Shashank Subhash Malkhare, Sanjay Subhash Malkhare and Sow. Sushila Subhash Malkhare applied for layout plots of land adm. 60 R to the Aurangabad Municipal Corporation, Town Planning Department and accordingly Aurangabad Municipal Corporation, Town Planning Department approved and sanctioned the layout plan of plots vide Letter bearing No. J.K./MNP/NRVI/SSNR/1286/2012 dated 08/06/2012.
7. On perusal of the records and documents placed before me, it is revealed that Shashank Subhash Malkhare, Sanjay Subhash Malkhare and Sow. Sushila Subhash Malkhare sold layout plots to M/s. Vyankatesh Realtors, partnership firm, Ravindersingh Johar & Skyview Properties vide sale deeds dated 14/09/2012 registered in the office of Sub-Registrar at day book Sr. No. 5079 and 5081. Thereafter, Ravindersingh Johar and Skyview Properties sold their plots to the Owners vide Sale Deed dated 28/10/2014 registered at day book Sr. No. 7656/2014 in the office of Sub-Registrar, Aurangabad.
8. On perusal of the records and documents placed before me, it is revealed that Abhishek Tapadia transferred his Development Right under Development right certificate to the extent of FSI 22.15 sq. mtrs. to Ravindersingh Jaswantsingh Johar & Skyview Properties Pvt. Ltd vide Transfer Development Right deed dated 13/08/2013 registered at day book sr. no. 3249/2013 in the office of Sub-Registrar, Aurangabad. Thereafter Ravindersingh Jaswantsingh Johar & Skyview Properties Pvt. Ltd sold and transferred Development rights of 22.15 sq.mtrs. to M/s. Venkatesh Realtors vide Transfer Development Right deed dated 19/08/2015 registered at day book Sr. no. 4986/2015 in the office of Sub-Registrar, Aurangabad. In pursuance to the execution and registration of Transfer Development Right Deed, M/s. Venkatesh Realtors is entitled to have benefit of TDR of FSI to the extent of 22.15 sq.mtrs. out of DRC No. AMC/TP/DRC/E/ 89/2012 dated 29/12/2012.



9. On perusal of the records and documents placed before me, it is revealed that M/s. Venkatesh Realtors submitted entire layout plan of 11 plots to the competent authority for obtaining group housing scheme on the property adm. 6043.41 including open space. That the competent authority has granted the construction permission bearing no. nac/bampa/691/2015 dated 07/03/2015 and M/s. Venkatesh Realtors have paid development & Construction charges to the competent authority.
10. On perusal of the record and documents placed before me, it is revealed that M/s. Venkatesh Realtors have entered into development agreement dated 29/12/2015 registered at day book Sr. No. 8715/2015 with M/s Palm Realty to the extent of 1900 sq.mtrs. which would be developed as per terms and conditions of the said agreement.
11. On perusal of the records and documents placed before me, it is revealed that Developer, M/s. Palm Realty has commenced the construction of project under name & style of "Royal Palms" and will execute Deed of Declaration u/s. 2A of Maharashtra Apartment Ownership Act, 1972.
12. That in pursuance to the execution and registration of sale deed in favour of M/s. Venkatesh Realtors, I am issuing this title report in respect of said property after taking into consideration inspection of the deeds and documents which are placed before me for my perusal and submitted to me for the purpose of giving this report from the available record and documents placed before me. It is seen that, no documents evidence any subsisting charge or encumbrance found to be recorded in respect of said property. Therefore, on the basis of the documents and the papers as mentioned above which have been given for my perusal and subject to whatever said hereinabove, I am of the opinion that, mortgagor owner, i.e. M/s. Venkatesh Realtors is having clear and marketable title towards said plot by virtue of the sale deeds dtd. 14/09/2012 & 28/10/2014, it is having absolute owners and exclusive right title possession claim over the said plot and the same are over from any kind of encumbrances, changes.

That on perusal of the document and records placed before me, it is claimed that M/s. Venkatesh Realtors has clear valid and marketable title and in for formal kinds of encumbrances and changes and has quite vacant and peaceful possession of the said plot.



DESCRIPTION OF THE PROPERTY

All that piece and parcel of land forming part of Gut bearing No. 53 222/5, adm. 6043.41 sq.mtrs. situated at Village Satara, Tq. & Dist, Aurangabad and same is bounded as under :-

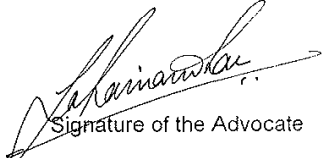
On or towards East :- Gut No. 54, 57 and Part of Gut No.53

On or towards West :- Part of Gut No.53

On or towards North :- Land bearing Gut no.57

On or towards South :- Part of Gut No.53.

Date :- 22/3/2016


Signature of the Advocate

Place :- Aurangabad



इतर पावती

Original/Duplicate

Wednesday, 23 March 2016 3:46 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 2891 दिनांक: 23/03/2016

गावाचे नाव: औरंगाबाद शहर

दस्तऐवजाचा अनुक्रमांक: अगग2-0-2016

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: लहरीमनोहर दी. वकिल

वर्णन अर्ज क्र. 502/2016 गट नं. 53 सातारा औरंगाबाद सन. 1986 ते 2016 (30 वर्ष)

शोध व निरीक्षणे

रु. 750.00

एकूण:

रु. 750.00

Joint S R, Aurangabad, II

सह दुय्यम निबंधक वर्ग-2

औरंगाबाद क्र:-2

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