

V. M. RAJKARNE

B.COM. LLB.

ADVOCATE

Mob. No. 9373103712

Off. Opp. Mayo Hospital,

Near Fish Market, Nagpur-18

Res. Balraj Apartment,

Dhantoli, Nagpur-12

TITLE INVESTIGATION REPORT (TIR)

1.	a) Name of the Branch/BU seeking opinion.	RACPC, ZO, SBI, Nagpur
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Master Search "GOKUL" Apartment Scheme being the part of entire scheme styled as "VRINDAVAN"
	c) Name of the Borrower.	Individual Owner/s of the Shop/s & Apartment/s situated in above scheme.
2.	a) Name of the unit/concern/company/person offering the property/ (ies) as security.	M/s Radha Madhav Developers , A Partnership Firm, Through its Partners,
	b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	A Partnership Firm, Through its Partner.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Owner / Developer
3.	Complete or full description of the immovable property/(ies) offered as security for creation of mortgage whether equitable/ registered mortgage.	<p>There are Eight (8) multistoried Building, identified as Building No. <u>A1</u>, Building No. <u>A2</u>, Building No. <u>B1</u>, Building No. <u>B2</u>, Building No. <u>C1</u>, Building <u>C2</u>, Building No. <u>D1</u> & Building No. <u>D2</u>, A1 Building Consisting of 4 shops on Ground Floor and A2 building consisting of 3 Shops on Ground Floor, thus there are 7 shops in the Scheme and each building consisting of various self contained separate Apartments therein, in a cluster known as "GOKUL" being the part of entire scheme styled as "VRINDAVAN":</p> <p>1) Building-A1 (Block No. A) - consist of Ground Floor and Six Upper Floors. The Ground Floor consists of Shop No. A1-S4 to A1-S7. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor. First Floor consists of Aptt. Nos. A1-101 to A1-108, Second Floor consists of Aptt. Nos. A1-201 to A1-208, Third Floor consists of Aptt. Nos. A1-301 to A1-308, Fourth Floor consists of Aptt. Nos. A1-401 to A1-408, Fifth Floor consists of Aptt. Nos. A1-501 to A1-508 and Sixth Floor consists of Aptt. Nos. A1-601 to A1-608, in all 4 Shops & 48 Apartments.</p>



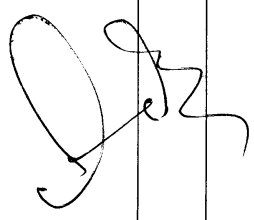
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2) Building-A2 (Block No. A) - consist of Ground Floor and Six Upper Floors. The Ground Floor consists of Shop No. A2-S1 to A2-S3. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor. First Floor consists of Aptt. Nos. A2-101 to A2-108, Second Floor consists of Aptt. Nos. A2-201 to A2-208, Third Floor consists of Aptt. Nos. A2-301 to A2-308, Fourth Floor consists of Aptt. Nos. A2-401 to A2-408, Fifth Floor consists of Aptt. Nos. A2-501 to A2-508 and Sixth Floor consists of Aptt. Nos. A2-601 to A2-608, in all 3 Shops & 48 Apartments.

3) Building-B1 (Block No. B) - consist of Ground Floor and Six Upper Floors. The Ground Floor is meant for Covered Parking. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor. First Floor consists of Aptt. Nos. B1-101 to B1-108, Second Floor consists of Aptt. Nos. B1-201 to B1-208, Third Floor consists of Aptt. Nos. B1-301 to B1-308, Fourth Floor consists of Aptt. Nos. B1-401 to B1-408, Fifth Floor consists of Aptt. Nos. B1-501 to B1-508 and Sixth Floor consists of Aptt. Nos. B1-601 to B1-608, in all 48 Apartments.

4) Building-B2 (Block No. B) - consist of Ground Floor and Six Upper Floors. The Ground Floor is meant for Covered Parking. There are Eight Apartments each. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor. First Floor consists of Aptt. Nos. B2-101 to B2-108, Second Floor consists of Aptt. Nos. B2-201 to B2-208, Third Floor consists of Aptt. Nos. B2-301 to B2-308, Fourth Floor consists of Aptt. Nos. B2-401 to B2-408, Fifth Floor consists of Aptt. Nos. B2-501 to B2-508 and Sixth Floor consists of Aptt. Nos. B2-601 to B2-608, in all 48 Apartments.



5) Building-C1 (Block No. C) - consist of Ground Floor and Six Upper Floors. The Ground Floor is meant for Covered Parking. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor. First Floor consists of Aptt. Nos. C1-101 to C1-108, Second Floor consists of Aptt. Nos. C1-201 to C1-208, Third Floor consists of Aptt. Nos. C1-301 to C1-308, Fourth Floor consists of Aptt. Nos. C1-401 to C1-408, Fifth Floor consists of Aptt. Nos. C1-501 to C1-508 and Sixth Floor consists of Aptt. Nos. C1-601 to C1-608, in all 48 Apartments.

6) Building-C2 (Block No. C) - consist of Ground Floor and Six Upper Floors. The Ground Floor is meant for Covered Parking. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor. First Floor consists of Aptt. Nos. C2-101 to C2-108, Second Floor consists of Aptt. Nos. C2-201 to C2-208, Third Floor consists of Aptt. Nos. C2-301 to C2-308, Fourth Floor consists of Aptt. Nos. C2-401 to C2-408, Fifth Floor consists of Aptt. Nos. C2-501 to C2-508 and Sixth Floor consists of Aptt. Nos. C2-601 to C2-608, in all 48 Apartments.

7) Building-D1 (Block No. D) - consist of Ground Floor and Seven Upper Floors. The Ground Floor is meant for Covered Parking. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor and Four Apartments on the Seventh Floor. First Floor consists of Aptt. Nos. D1-101 to D1-108, Second Floor consists of Aptt. Nos. D1-201 to D1-208, Third Floor consists of Aptt. Nos. D1-301 to D1-308, Fourth Floor consists of Aptt. Nos. D1-401 to D1-408, Fifth Floor consists of Aptt. Nos. D1-501 to D1-508, Sixth Floor consists of Aptt. Nos. D1-601 to D1-608 and Seventh Floor consists of Aptt. Nos. D1-703 to D1-706, in all 52 Apartments.

	<p>8) Building-D2 (Block No. D) - consist of Ground Floor and Seven Upper Floors. The Ground Floor is meant for Covered Parking. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor and Six Apartments on the Seventh Floor. First Floor consists of Aptt. Nos. D2-101 to D2-108, Second Floor consists of Aptt. Nos. D2-201 to D2-208, Third Floor consists of Aptt. Nos. D2-301 to D2-308, Fourth Floor consists of Aptt. Nos. D2-401 to D2-408, Fifth Floor consists of Aptt. Nos. D2-501 to D2-508 and Sixth Floor consists of Aptt. Nos. D2-601 to D2-608 and Seventh Floor consists of Aptt. Nos. D2-703 to D2-706, in all 52 Apartments.</p> <p>Thus there are 7 (Seven) Shops and 392 (Three Hundred & Ninety Two) Apartments, in the aforesaid Multistoried Buildings along respective Built Up Areas as well as respective Proportionate Undivided Shares & Interest in the NIT Sanctioned land covering Plotable Area of 17,000 Sq. Mtrs., comprising permissible Built-Up area of 16503.897 Sq. Mtrs. and Premium Permissible Area of 2749.899 Sq. Mtrs. out of Land admeasuring 17000 Sq. Mtr. (1.70 HR), situated on the land of Field Survey No. 38 (New No. 38/1) of Mouza – Wagdhara, P. H. No. 48, Grampanchayat Wagdhara (Gu.), Tah. Hingna and Dist. Nagpur.</p>
(a) Survey No.	Mouza – Wagdhara, Grampanchayat Wagdhara(Gu.), Tah. Hingna and Dist. Nagpur.
(b) Door No. (in case of house property)	Scheme Known as “GOKUL” being the part of entire scheme styled as “VRINDAVAN”, which is being constructed on land admeasuring plotable area of 17,000 Sq. Mtrs.
(c) Extent/ area including plinth/ built up area in case of house property	There are Eight (8) multistoried Building, identified as Building No. A1, Building No. A2, Building No. B1, Building No. B2, Building No. C1, Building C2, Building No. D1 & Building No. D2, in all covering 7 (Seven) Shops and 392 (Three Hundred

		& Ninety Two) Apartments, in the NIT Sanctioned land covering Plotable Area of 17,000 Sq. Mtrs., comprising permissible Built-Up area of 16503.897 Sq. Mtrs. and Premium Permissible Area of 2749.899 Sq. Mtrs. out of Land admeasuring 17000 Sq. Mtr. (1.70 HR), situated on the land of Field Survey No. 38 (New No. 38/1) of Mouza – Wagdhara, P. H. No. 48, Grampanchayat Wagdhara (Gu.), Tah. Hingna and Dist. Nagpur.	
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Situated in cluster known as “GOKUL” being the portion of entire scheme styled as “VRINDAVAN”, out of above Land admeasuring 17000 Sq. Mtr. (1.70 HR), situated on the land of Field Survey No. 38 (New No. 38/1) of Mouza – Wagdhara, P. H. No. 48, Grampanchayat Wagdhara (Gu.), Tah. Hingna and Dist. Nagpur.	
4.	a) Particulars of the documents scrutinized-serially and chronologically. (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 the registering/land/revenue/other authorities be examined.	As Listed Below	
Sl. No.	Particulars of the documents scrutinized	Name of parties	Original/Certified/Photocopy/True Copy
1.	Sale Deed Dt. 30.07.2007, Regd. at Sr. No. 4524, in respect of land Adm. 1.70 HR of land bearing Kh. No. 38.	M/s Radha Madhav Developers , A Partnership Firm, Through its Partner	Original Dept. with Mortgagee Punjab & Sind Bank
2.	Sale Deed Dt. 13.08.2004, Regd. at Sr. No. 2887, in respect of land Adm. 1.70 HR of land bearing Kh. No. 38.	Manikrao & Sons (H.U.F.), through its Karta, Shri Manikrao Malharrao Dabre	Original
3.	Sale Deed Dt. 22.05.2000, Regd. at Sr. No. 1229, in respect of land Adm. 1.70 HR of land bearing Kh. No. 38.	Shri Chindhu Gopala Patil	Certified
4.	Fresh 7/12 abstracts Dt. 02.12.2016, in respect of land of Kh. No. 38 (New No. 38/1).	M/s Radha Madhav Developers , through its Partner,	Original
5.	Gram Panchayat Tax Payment Receipt Dt. 10.08.2016, in respect of land of Kh. No. 38 and other for the year 2016-17.	M/s Radha Madhav Developers , through its Partner,	Original

6.	N. A. Order Dt. 31.01.2014, in respect of Kh. No. 38, Admeasuring 1.70 H.R. passed by The Collector, Nagpur in Revenue Case No. 125/NAP-34/2013-2014.	M/s Radha Madhav Developers , through its Partner,	Xerox
7.	Revised N. A. Order Dt. 06.06.2014, in respect of Kh. No. 38, passed by The Collector, Nagpur in Revenue Case No. 125/NAP-34/2013-2014.	M/s Radha Madhav Developers , Through its Partner	Original
8.	Development Agreement Dt. 08.07.2014, between the NIT and Land owner in respect of N.A. Land of Field Survey No. 38.	M/s Radha Madhav Developers , Through its Partner	Xerox
9.	Town Planning Dept. Of NIT sanctioned Layout Map Dt. 26.03.2014, in respect of land of Kh. No. 38.	M/s Radha Madhav Developers , through its Partner,	Original
10.	General Power of Attorney For Admission purpose Dt. 17.04.2015, Regd. at Sr. No. 1929, in respect of land of Kh. No. 38/1.	Yaseen Aktar Parvez	Original
11.	NIT Sanctioned Building Permit Dt. 08.04.2015, bearing No. EE/(Metro)/1687, in respect of Scheme on land bearing Kh. No. 38.	M/s Radha Madhav Developers , Through its Partner	Original
12.	NIT Sanctioned Building Map Dt. 08.04.2015, bearing Permit No. EE/(Metro)/1687, for Scheme on land of Kh. No. 38.	M/s Radha Madhav Developers , Through its Partner	Original
13.	Deed of Declaration Dt. 17.04.2015, Regd. at Sr. No. 1928, in respect of Scheme on land bearing Kh. No. 38.	M/s Radha Madhav Developers , Through its Partner	Original
14.	Deed of Correction to Deed of Declaration Dt. 19.11.2015, Regd. at Sr. No. 5109, in respect of Scheme on land bearing Kh. No. 38.	M/s Radha Madhav Developers , Through its Partner	Original
15.	Adhikar Abhilekh Panji Dt. 20.02.2017, in respect of land of Kh. No. 38.	Shri Maroti Govinda Fuse	Certified Copy
16.	ULC NOC for sale Dt. 28.07.2004, in respect of land of Kh. No. 38.	Shri Chindhu Gopala Patil	Xerox
17.	N.A. Tax Payment Receipt Dt. 30.08.2016 for the year 2016-17, in respect of land of Kh. No. 38.	M/s Radha Madhav Developers , Through its Partner	Original

18.	Various Ferfar Patrak Dt. 20.02.2017, in respect of land of Kh. No. 38.	M/s Radha Madhav Developers, Through its Partner	Certified Copy
19.	Mortgage Deed Dt. 11.08.2014, Regd. at Sr. No. 8365, in respect of land of Kh. No. 38.	Punjab & Sind Bank, Nagpur	Xerox
20.	Copy of Partnership Deed Dt. 30.11.2006, duly signed by the Partners of Firm.	M/s Radha Madhav Developers,	Xerox
21.	Environment Clearance Dt. 09.12.2016, in respect of land of Kh. No. 38.	M/s Radha Madhav Developers, Through its Partner	Original
22.	List of Document Dt. 26.07.2013 of the Documents Deposited with the Mortgagee Punjab & Sind Bank.	M/s Radha Madhav Developers, Through its Partner	Original
5.	Whether certified copy of all title document are obtained from 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.)	Originals are mortgaged with Punjab & Sind Bank, Nagpur and verified from Sub-Registrar Office and Index-II are also available and verified from Sub-Registrar Office and the same are obtained and submitted on the bank record.	
6.	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes	
	b) If such online/computer records are available, whether any verification of cross checking are made and the comments/findings in this regard.	Online system is available from 2012-13	
	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?	Genuineness of the stamp paper is verified from any online portal since the year 2013.	
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar Office, Hingna Dist. Nagpur.	
	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?	Only at Sub Registrar Office, Hingna Dist. Nagpur.	
	c) Whether search has been made at all the offices named at (b) above?	Yes, wherever the Documents concerned are Registered.	
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.	
8.	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.	Chain of title is provided herein under.	

	In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	
9.	Nature of Title of the intended Mortgager over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	There are Eight (8) multistoried Building, identified as Building No. A1, Building No. A2, Building No. B1, Building No. B2, Building No. C1, Building C2, Building No. D1 & Building No. D2, in all covering 7 (Seven) Shops and 392 (Three Hundred & Ninety Two) Apartments, in the NIT Sanctioned land covering Platable Area of 17,000 Sq. Mtrs., comprising permissible Built-Up area of 16503.897 Sq. Mtrs. and Premium Permissible Area of 2749.899 Sq. Mtrs. out of Land admeasuring 17000 Sq. Mtr. (1.70 HR), situated on the land of Field Survey No. 38 (New No. 38/1) of Mouza – Wagdhara, P. H. No. 48, Grampanchayat Wagdhara (Gu.), Tah. Hingna and Dist. Nagpur.
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.
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	N.A.
	Grant/ Agreement etc. provides for alienable rights to the mortgager with or without conditions,	N.A.
	The mortgager is competent to create charge on such 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 followed and the reasons for coming to such conclusion.	Nil Observed

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 Deed or by a separated writing or by implication 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 any 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/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.	N.A.
	(b) Whether mutation has been effected and whether the mortgager is in possession and enjoyment of his share.	N.A.
	(c) Whether the partition made is valid in law and the mortgager has acquired a mortgageable 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/compiled 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?	N.A.
	(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 waqf 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?	N.A.
	(c) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	N.A.
18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/ legal necessary, 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 creation/enforcement of mortgage.	Property is being constructed on Non-Agricultural residential Plot of land sanctioned and approved by N.A Order of Collector and Layout sanctioned by Town Planning Department of NIT Nagpur.
	(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.	The land is converted for N.A. Residential purpose vide N. A. Order Dt. 31.01.2014, in respect of Kh. No. 38, passed by The Collector, Nagpur in Revenue Case No. 125/NAP-34/ 2013-2014 and vide Revised N. A. Order Dt. 06.06.2014, passed by The Collector, Nagpur in Revenue Case No. 125/NAP-34/ 2013-2014.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creations security (viz. Agricultural Laws, Weaker Sections, Minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	Nil Observed
22.	(a) Whether property is subject to any pending or proposed land acquisition proceedings?	Nil Observed
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	N.A.

23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Nil Observed
	(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/ 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/markings.	Nil Observed
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	The Property belongs to Partnership Firm.
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	All the formalities in this regards are duly complied with.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	The Mortgage will be created by an Individual owners of apartments i.e. borrower.
25.	Whether the property belongs to 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.	N.A.
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.	N.A.
27.	(a) Whether any POA is involved in the chain of title ?	Power of Attorney for Admission Purpose is executed by the land owner/developer firm.
	(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 Deed, 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.	P.O.A. for admission purpose is granted by the land owner/developer firm.

	<p>i. Whether the original POA is verified and the title investigation is done on the basis of original POA ?</p> <p>ii. Whether the POA is a registered one ?</p> <p>iii. Whether the POA is a special or general one?</p> <p>iv. Whether the POA contains a specific authority for execution of title document in question ?</p>	<p>Yes</p> <p>Yes, POA for admission purpose</p> <p>POA for admission of document before sub registrar offices is granted.</p>
	(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 ?	Observed as in force and could be acted upon for admission of document before SRO.
	(g) Please comment on the genuineness of POA?	POA is enforceable document
	(h) The unequivocal opinion on the enforceability and validity of the POA ?	POA could be acted upon for admission purpose.
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given there in and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.	N.A.
29.	<p>If the Property is a flat/apartment of residential/commercial complex, check and comment on the following :</p> <p>(a) Promoter's/Land owner's title to the land/building :</p> <p>(b) Development Agreement/Power of Attorney:</p> <p>(c) Extent of authority of the Developer/builder;</p> <p>(d) Independent title verification of the Land and/or building in question;</p> <p>(e) Agreement for sale (duly registered);</p> <p>(f) Payment of proper stamp duty;</p> <p>(g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>(h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>(i) Conveyance in favour of Society / Condominium concerned;</p> <p>(j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>(k) Membership details in the Society etc.;</p> <p>(l) Share Certificates;</p> <p>(m) No Objection Letter from the Society/Builder;</p> <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>(p) If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.</p>	<p>Property will be shops/ individual apartment/s</p> <p>Outright Land Owner</p> <p>Owner/ Developer of the scheme Owner/Developer of the scheme Master Search is Hereby carried</p> <p>To be executed in favour of borrowers Payable on borrowers document Agreement of Sale/Sale Deed are required to be registered in favour of Borrower.</p> <p>Building Plans are duly approved Scheme is already submitted to the provisions of Mah. Aptt. Ownership Act. 1970 To be obtained from borrower from time to time. Society to be formed later on.</p> <p>N.A. N.A.</p> <p>Duly complied with</p> <p>N.A.</p> <p>Layout is duly approved and demarcated.</p>

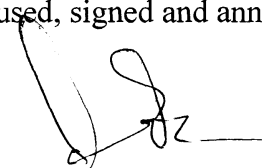
	(q) Whether the numbering pattern of the units/flats tally in all documents such as Approved plan, agreement plan, etc.	Numbering Pattern tallies with Deed of Declaration of Scheme.
30.	Encumbrances, Attachment, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	The said Property is presently mortgaged with Punjab & Sind Bank, Nagpur.
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.	1988 to 2017 (30 Years) Vide Receipt No. 9686927 Date:- 22.03.2017.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy ?	Grampanchayat Taxes and N.A. Taxes are paid up to the year 2016-17.
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.	Not Required Not Required
34.	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	Mutation is recorded in Grampanchayat Wagdhara and in Revenue records in favour of land Owner/Developer.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	No, as the Mortgagor/s is/are yet to become the owner of individual apartment/s
36.	(a) Whether the property offered as security is clearly demarcated ? (b) Whether the demarcation/partition of the property is legally valid ? (c) Whether the property has clear access as per documents ?	Yes Yes 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; (d) Other utility bills, if any.	Nil Submitted as the property is under construction Nil Submitted as the property is under construction N.A. N.A.
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.	The Boundaries are accurately mentioned in the Sale Deed and other title document and sanctioned layout and buildings map.
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.)	NIT Sanctioned building Map and the title documents are available. Valuation Report shall be obtained in respect of individual units situated in the scheme. Boundaries are properly demarcated in NIT Sanctioned building Map and the title documents.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details or proper registration of documents, payment of proper stamp duty etc.	The Sale and Mortgage NOC for each individual Apartment/Shop/Office shall be obtained from Punjab & Sind Bank, Nagpur.

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.	All the Original Title Deed shall be Available for Mortgage in respect of concern Apartment/s.
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.	The Mortgage will be created by Natural Person/s i.e. borrowers.
44.	Additional aspects relevant for investigation of title as per local laws.	<p>1) All the original Title Documents in respect of the Apartments/Shops to be purchased by the borrower/s such as Agreement of Sale & Sale Deed shall be obtained on the Bank's Record.</p> <p>2) The Sale and Mortgage NOC for each individual Apartment/Shop/Office shall be obtained from Punjab & Sind Bank, Nagpur.</p> <p>3) Mortgagors/Owners Affidavit in the Bank format regarding clear Title, Valid Construction and NIL encumbrances shall also be obtained.</p>
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	In Post Disbursement Modalities, the charge of the bank shall be created in the Land Revenue Records.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Intending Purchasers/ Borrowers of the Individual Apartment/s

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

Date : 22.03.2017

Place : Nagpur.


Signature of the Advocate

Certificate of title

Annexure – C1 : Certificate of Title on the Basis of Certified copies of the Title Deeds

1. I have examined the Certified copies of original Title Deeds intended to be deposited relating to the schedule property to be offered as security by way of **Equitable Mortgage** and that the Certified copies of documents of title referred to in the opinion are valid secondary evidence of Right, title and Interest and that the said **Equitable Mortgage** to be created on production of original Title Deeds will satisfy the requirements of creation of **Equitable Mortgage** and I further certify that:

2. I have examined the Certified copies of Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors and undertake to re-examine the original title deeds as and when produced and

3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar (s) Office (s), Revenue Records, Municipal / Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). Except the mortgage thereof in favour of **Punjab & Sind Bank, Nagpur**. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage on production of the original title deeds. I am liable / responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/Revenue Records and relative Certified copies of Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC) I hereby certify the genuineness of the basis of the certified copies of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.

5. Except the mortgage thereof in favour of **Punjab & Sind Bank, Nagpur**, there are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **1988 to 2017** pertaining to the Immovable Property/(ies) covered by above said Certified copies Title Deeds. The property appears to be free from all Encumbrances.

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 (The Property is in First Charge of the Bank).

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

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, Shri/Smt/M/s. **Intending Purchasers/Borrowers** on obtaining the **Sale and Mortgage NOC for each individual Plot/s from Punjab & Sind Bank, Nagpur**.

9. I certify that Shri/Smt/M/s. **Intending Purchasers/Borrowers** has/have an absolute, clear and Marketable title over the Schedule property/(ies). I further certify that the above certified copies of 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 on obtaining **the Sale and Mortgage NOC for each individual Plot/s from Punjab & Sind Bank, Nagpur**.

10. Certified that this T.V.S.R. has been issued taking in to consideration all the instructions provided in annexure –D.

11. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of original title deeds/documents the certified copies of which have been examined would create a valid and enforceable mortgage.

Sl. No.	Particulars of the documents to be obtained	Name of parties	Original/Certified/Photocopy/True Copy
1.	Agreement of Sale in respect of the Apartment/Shop to be purchased by the borrower/s shall be obtained on the Bank's Record.	Intending Purchaser/Borrower	Original
2.	Registered Agreement of Sale /Sale Deed in respect of the Apartment/Shop to be purchased by the borrower/s shall be obtained on the Bank's Record.	Intending Purchaser/Borrower	Original
3.	The Sale and Mortgage NOC for each individual Apartment/Shop/Office shall be obtained from Punjab & Sind Bank, Nagpur.	M/s Radha Madhav Developers, Through its Partner	Original
4.	Borrowers Affidavit in the Bank format regarding clear Title, Valid Construction and NIL encumbrances shall also be obtained.	Intending Purchaser/Borrower	Original

SCHEDULE OF THE PROPERTY (IES)

There are Eight (8) multistoried Building, identified as Building No. A1, Building No. A2, Building No. B1, Building No. B2, Building No. C1, Building C2, Building No. D1 & Building No. D2, A1 Building Consisting of 4 shops on Ground Floor and A2 building consisting of 3 Shops on Ground Floor, thus there are 7 shops in the Scheme and each building consisting of various self contained separate Apartments therein, in a cluster known as "GOKUL" being the part of entire scheme styled as "VRINDAVAN":

1) Building-A1 (Block No. A) - consist of Ground Floor and Six Upper Floors. The Ground Floor consists of Shop No. A1-S4 to A1-S7. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor. First Floor consists of Aptt. Nos. A1-101 to A1-108, Second Floor consists of Aptt. Nos. A1-201 to A1-208, Third Floor consists of Aptt. Nos. A1-301 to A1-308, Fourth Floor consists of Aptt. Nos. A1-401 to A1-408, Fifth Floor consists of Aptt. Nos. A1-501 to A1-508 and Sixth Floor consists of Aptt. Nos. A1-601 to A1-608, in all 4 Shops & 48 Apartments.

2) Building-A2 (Block No. A) - consist of Ground Floor and Six Upper Floors. The Ground Floor consists of Shop No. A2-S1 to A2-S3. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor. First Floor consists of Aptt. Nos. A2-101 to A2-108, Second Floor consists of Aptt. Nos. A2-201 to A2-208, Third Floor consists of Aptt. Nos. A2-301 to A2-308, Fourth Floor consists of Aptt. Nos. A2-401 to A2-408, Fifth Floor consists of Aptt. Nos. A2-501 to A2-508 and Sixth Floor consists of Aptt. Nos. A2-601 to A2-608, in all 3 Shops & 48 Apartments.

3) Building-B1 (Block No. B) - consist of Ground Floor and Six Upper Floors. The Ground Floor is meant for Covered Parking. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor. First Floor consists of Aptt. Nos. B1-101 to B1-108, Second Floor consists of Aptt. Nos. B1-201 to B1-208, Third Floor consists of Aptt. Nos. B1-301 to B1-308, Fourth Floor consists of Aptt. Nos. B1-401 to B1-408, Fifth Floor consists of Aptt. Nos. B1-501 to B1-508 and Sixth Floor consists of Aptt. Nos. B1-601 to B1-608, in all 48 Apartments.

4) Building-B2 (Block No. B) - consist of Ground Floor and Six Upper Floors. The Ground Floor is meant for Covered Parking. There are Eight Apartments each. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor. First Floor consists of Aptt. Nos. B2-101 to B2-108, Second Floor consists of Aptt. Nos. B2-201 to B2-208, Third Floor consists of Aptt. Nos. B2-301 to B2-308, Fourth Floor consists of Aptt. Nos. B2-401 to B2-408, Fifth Floor consists of Aptt. Nos. B2-501 to B2-508 and Sixth Floor consists of Aptt. Nos. B2-601 to B2-608, in all 48 Apartments.

5) Building-C1 (Block No. C) - consist of Ground Floor and Six Upper Floors. The Ground Floor is meant for Covered Parking. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor. First Floor consists of Aptt. Nos. C1-101 to C1-108, Second Floor consists of Aptt. Nos. C1-201 to C1-208, Third Floor consists of Aptt. Nos. C1-301 to C1-308, Fourth Floor consists of Aptt. Nos. C1-401 to C1-408, Fifth Floor consists of Aptt. Nos. C1-501 to C1-508 and Sixth Floor consists of Aptt. Nos. C1-601 to C1-608, in all 48 Apartments.

6) Building-C2 (Block No. C) - consist of Ground Floor and Six Upper Floors. The Ground Floor is meant for Covered Parking. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor. First Floor consists of Aptt. Nos. C2-101 to C2-108, Second Floor consists of Aptt. Nos. C2-201 to C2-208, Third Floor consists of Aptt. Nos. C2-301 to C2-308, Fourth Floor consists of Aptt. Nos. C2-401 to C2-408, Fifth Floor consists of Aptt. Nos. C2-501 to C2-508 and Sixth Floor consists of Aptt. Nos. C2-601 to C2-608, in all 48 Apartments.

7) Building-D1 (Block No. D) - consist of Ground Floor and Seven Upper Floors. The Ground Floor is meant for Covered Parking. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor and Four Apartments on the Seventh Floor. First Floor consists of Aptt. Nos. D1-101 to D1-108, Second Floor consists of Aptt. Nos. D1-201 to D1-208, Third Floor consists of Aptt. Nos. D1-301 to D1-308, Fourth Floor consists of Aptt. Nos. D1-401 to D1-408, Fifth Floor consists of Aptt. Nos. D1-501 to D1-508, Sixth Floor consists of Aptt. Nos. D1-601 to D1-608 and Seventh Floor consists of Aptt. Nos. D1-703 to D1-706, in all 52 Apartments.

8) Building-D2 (Block No. D) - consist of Ground Floor and Seven Upper Floors. The Ground Floor is meant for Covered Parking. There are Eight Apartments each on First, Second, Third, Fourth, Fifth and Sixth Floor and Four Apartments on the Seventh Floor. First Floor consists of Aptt. Nos. D2-101 to D2-108, Second Floor consists of Aptt. Nos. D2-201 to D2-208, Third Floor consists of Aptt. Nos. D2-301 to D2-308, Fourth Floor consists of Aptt. Nos. D2-401 to D2-408, Fifth Floor consists of Aptt. Nos. D2-501 to D2-508 and Sixth Floor consists of Aptt. Nos. D2-601 to D2-608 and Seventh Floor consists of Aptt. Nos. D2-703 to D2-706, in all 52 Apartments.

Thus there are 7 (Seven) Shops and 392 (Three Hundred & Ninety Two) Apartments, in the aforesaid Multistoried Buildings along respective Built Up Areas as well as respective Proportionate Undivided Shares & Interest in the NIT Sanctioned land covering Plotable Area of 17,000 Sq. Mtrs., comprising permissible Built-Up area of 16503.897 Sq. Mtrs. and Premium Permissible Area of 2749.899 Sq. Mtrs. out of Land admeasuring 17000 Sq. Mtr. (1.70 HR), situated on the land of Field Survey No. 38 (New No. 38/1) of Mouza – Wagdhara, P. H. No. 48, Grampanchayat Wagdhara (Gu.), Tah. Hingna and Dist. Nagpur. and Bounded as under :

East : Kh. No. 39;
West : Kh. No. 37;
North : Shiv;
South : Open Land.

Place : Nagpur.
Date : 22.03.2017



Signature of the Advocate

**Sheet showing flow of title of the intended mortgager and his/ its predecessors
in interest from the Mother Deed to the Latest Title Deed.**

WHEREAS from the Land Revenue Records and Adhikar Abhilekh Panji, it is observed that All that piece and parcel of land of Kh. No. 38, (New No. 38/1) total admeasuring 1.70 H.R. of Mouza – Wagdhara, P. H. No. 48, Grampanchayat Wagdhara (Gu.), Tah. Hingna and Dist. Nagpur, originally belonged to **Shri Govinda Maroti Fuse**, being his separate property

WHEREAS, the above said owner, **Shri Govinda Maroti Fuse**, in his turn sold out the land admeasuring 1.70 HR of land bearing Kh. No. 38, (New No. 38/1), to subsequent Owner, **Shri Chindhu Gopala Patil**, vide Sale Deed Dt. 22.05.2000, bearing Registration No. 1229, Registered in the office of Sub-Registrar, Hingna, Dist. Nagpur on even date. The original copy of the afore stated 17 Years back executed Sale Deed is not available with the present owner, but since all the subsequent two Sale Deeds along with all other title documents are available, the non availability of the above document will not harm the interest of the bank in the offered security, however Certified copy of above said Sale Deed, has been obtained on the bank record.

WHEREAS, the above said Owner, **Shri Chindhu Gopala Patil**, in his turn sold out the land admeasuring 1.70 HR of land bearing Kh. No. 38, (New No. 38/1), to the Previous Owner, **Manikrao & Sons (HUF)**, through its Karta, **Shri Manikrao Malharrao Dabre**, vide Sale Deed Dt. 13.08.2004, bearing Registration No. 2887, Registered in the office of Sub-Registrar, Hingna, Dist. Nagpur on even date.

WHEREAS, the above said Owner, **Manikrao & Sons (HUF)**, through its Karta, **Shri Manikrao Malharrao Dabre**, later on in his/their turn sold out the land admeasuring 1.70 HR of land bearing Kh. No. 38, (New No. 38/1), to the Present Owner, **M/s Radha Madhav Developers**, A Partnership Firm, through its Partner, **Shri Shyamsunder Shivnarayan Sarda**, vide Sale Deed Dt. 30.07.2007, bearing Registration No. 4524, Registered in the office of Sub-Registrar, Hingna, Dist. Nagpur on even date. The seller of the above property is HUF, but since the bank disbursement of the loan is not to be made to any HUF, no precaution from the side of the bank is required to be taken.

WHEREAS, the said land of Kh. No. 38, now is covered by Nagpur Metropolitan Area declared by Govt. vide Notification No. TPS/2409/2890/CR-356/05/UD-9, Dt. 31-08-2010, by which NIT now has been appointed as Special Planning Authority for the said Area and accordingly the N.I.T. has also vide its Letter dated 26.03.2014 granted its permission for sanction of Group Housing Scheme on the Land admeasuring 1.70 Hectors in Survey No. 38, of Mouza Wagdhara. Moreover the N.I.T. also entered in to Agreement with the then Title Holder namely **M/s Radha Madhav Developers**, on dated 08.07.2014 regarding Development of the aforesaid land in question as per Group Housing Scheme following all the norms of the N.I.T. in this regard as provided in the said Development Agreement.

WHEREAS, the said of Kh. No. 38, admeasuring 1.70 H.R. i.e. 17000.00 Sq. Mtrs., vide N.A. Order Passed by Collector, Nagpur Dt. 31.01.2014, in Revenue Case No. 125/NAP-34/2013-2014, in respect of Kh. No. 38, has been converted in to Non Agricultural land for residential purpose. Town Planning, Department, NIT, Nagpur, also sanctioned Final layout Map, as per its Letter Dt. 26.03.2014, in respect of Field Survey No. 38 and Revised N. A. Order Dt. 06.06.2014, in respect of Field Survey No. 38 has also been passed by The Collector, Nagpur in Revenue Case No. 125/NAP-34/ 2013-2014.

WHEREAS the name of land owner firm **M/s Radha Madhav Developers**, A Partnership Firm, through its Partner, is duly mutated in all the records of right as the owner of the said property. The Grampanchayat Taxes in respect of the above property has been paid by the above owner up to the year 2016-17.

WHEREAS the said land of Kh. No. 38 admeasuring 1.70.H.R. i.e. 17,000 Sq. Mtrs., after its bifurcation, received separate Kh. No. as 38/1.

WHEREAS, the Title Holder/Developer namely **M/s Radha Madhav Developers**, A Partnership Firm, through its Partner, being desirous, after carrying the aforesaid land development activities, to construct Multifamily Residential Apartments/Shops/Multistoried Buildings, consisting of various self contained Shops, Apartments, a cluster known as "**GOKUL**" being the part and portion of entire scheme styled as "**VRINDAVAN**", after following due process of law, duly obtained Building Permit & Commencement Certificate of the various constructions to be carried on the said land, from NIT (Metro), Nagpur, dated 08.04.2015, bearing No. EE/(Metro)/1687. The necessary clearances and NOC for the construction of the above scheme are also obtained by the said developer firm including environmental clearance.

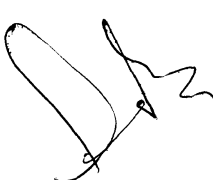
WHEREAS the said scheme of multistoried building being carried on the above plot of land a cluster known as "**GOKUL**" being the part of entire scheme styled as "**VRINDAVAN**", has been submitted to the provisions of Maharashtra Apartment Ownership Act, 1970, by the said owner **M/s Radha Madhav Developers**, A Partnership Firm, through its Partner, vide Deed of Declaration Dt. 17.04.2015, in respect of said "**GOKUL**" scheme, duly registered in the office of Sub-Registrar Hingna, Dist. Nagpur at Sr. No. 1928 on even date. The necessary correction in the said Deed of Declaration is carried vide Deed of Correction Dt. 24.09.2015, duly registered at Sr. No. 5109 on Dt. 19.11.2015 in the Office of Sub Registrar, Hingna, Dist. Nagpur.

WHEREAS for admission the execution of various Scheme Documents, of the said multistoried scheme, the said land/Scheme owner by name **M/s Radha Madhav Developers**, A Partnership Firm, through its Partner, has executed Power of Attorney for Admission purpose, Dt. 17.04.2015, Regd. at Sr. No. 1929, in favour of **Yaseen Aktar Parvez**, thereby providing the said POA holders right only to submit and admit the execution of the documents before the concerned SRO, Office, pertaining to the scheme documents including agreement of sale/sale deeds to be executed in favour of the intending purchasers/borrowers.

WHEREAS, **M/s Radha Madhav Developers**, A Partnership Firm, through its Partner, has mortgaged the said scheme property, amongst others, with Punjab & Sind Bank, Nagpur Branch, C.A Road, Nagpur, by virtue of Mortgage Deed Dated 11.08.2014, which is duly registered in the office of Sub-Registrar, Nagpur Gramin-10, at Serial No. 8365, for the loan obtained from the above bank.

WHEREAS the said "**GOKUL**" Apartment Scheme consisting of Eight (8) multistoried Building, identified as Building No. A1, Building No. A2, Building No. B1, Building No. B2, Building No. C1, Building C2, Building No. D1 & Building No. D2, in all covering 7 (Seven) Shops and 392 (Three Hundred & Ninety Two) Apartments, in the NIT Sanctioned land covering Plotable Area of 17,000 Sq. Mtrs., comprising permissible Built-Up area of 16503.897 Sq. Mtrs. and Premium Permissible Area of 2749.899 Sq. Mtrs. out of Land admeasuring 17000 Sq. Mtr. (1.70 HR), situated on the land of Field Survey No. 38 (New No. 38/1) of Mouza – Wagdhara, P. H. No. 48, Grampanchayat Wagdhara (Gu.), Tah. Hingna and Dist. Nagpur., comprising the said individual apartment/s, along with respective Built Up and other Areas and Undivided Shares & Interest in the scheme land.

WHEREAS the said owner/developer **M/s Radha Madhav Developers**, A Partnership Firm, through its Partner, is entitle to carry on and complete the construction of the afore stated scheme a cluster known as "**GOKUL**" being the part of entire scheme styled as "**VRINDAVAN**", on the above land , as per as per the afore stated Building Sanctions Received from NIT, Nagpur and also to Sale the various independent Apartments, afore stated, situated in the above scheme and to obtain the agreed Sale consideration in the name of the said owner/developer firm from intending Purchasers /Borrowers.



WHEREAS, as afore said, the said land owner/developer firm has availed loan from **Punjab & Sind Bank, Nagpur** by mortgaging the said land of Kh. No. 38, land admeasuring 17000 Sq. Mtr., along with some other lands, in favour of the said Mortgagee Bank, and hence the Sale and Mortgage NOC for each individual Flats/Apartments/Shops shall be obtained from said Mortgagee **Punjab & Sind Bank, Nagpur** and the conditions stipulated therein especially regarding the repayment of loan to the said mortgagee bank, shall be strictly followed.

WHEREAS the copy of the Allotment Letters, Consent Letters, Agreements of Sale/ Sale Deeds etc. to be executed in favour of Borrowers/ Intending Purchasers pertaining to the individual apartments duly signed by the said land owners/ developers and the concerned Borrowers/ Intending Purchasers shall be obtained on the bank records.

WHEREAS the chain of the title for the last 30 years is properly established and hence it is submitted that the title of the Apartments to be mortgaged with the bank is clear, valid and the Bank can accept such property in mortgage as good and enforceable security.

WHEREAS in post disbursement modalities charge of the bank shall be created in 7/12 abstract of revenue record to safeguard the interest of the bank more purposefully in the above regard.

WHEREAS in view of the torn, incomplete, mutilated index records which are also not available in sequence and readily and due to non connectivity to the index of registered documents because of the centralize registration system since November-2005, it is necessary to secure the sworn affidavit from the present owners/borrowers in Bank prescribed format regarding nil encumbrances and clear title.

Date : 22.03.2017.
Place : NAGPUR.



Signature of the Advocate