

Mrs. Aruna Kshirsagar

Advocate

Off/Res. 223, Bajaj Nagar, Nagpur

Ph. No. M - 8149473491

R - 0712-2237787

e-mail-adv_apk@rediffmail.com

TITLE VERIFICATION AND SEARCH REPORT

DATE-14.7.2017

1.	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank Of India
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	On oral request through HLST
	c) Name of the Borrower	Master File of "ATHARVA FORTUNE" Owner/Developer- M/s Atharva Infrastructure, A Partnership Firm of of Shri Chandrakant B. Suramwar, Shri Manoj B. Suramwar, Shri Raju B. Channawar, Shri Narendra S. Mallelwar, Shri Rahul B. Mallelwar, Shri Gopal M. Waghmare
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	
	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.)	
3.	Complete or full description of the immovable property/(ies) offered as security including the following details. All that R.C.C. super structure comprising 15 Shops on the Gr. Floor numbered as S-001 to S-015, 4 Family units on the 1st floor numbered as 101 to 104, 4 Family units on the 2 nd floor numbered as 201 to 204, 4 Family units on the 3 rd floor 301 to 304, 4 Family units on the 4 th floor numbered as 401 to 404, 4 Family units on the 5 th floor numbered as 501 to 504, 4 Family units on the 6 th floor numbered as 601 to 604 & 4 Family units on the 7 th floor numbered as 701 to 704 of building to be known and styled as "ATHARVA FORTUNE" with undivided share and interest in Plot No. 1 Adm. 1759.365 Sq. Mtrs., Kh. No. 154/1, Mz. Pipla, Tah. Nagpur (Rural) Dist., Nagpur and bounded as follows - East - Road North - Road West - Kh. No. 154/2 South - Plot No. 2	
4.	Particulars of the documents scrutinized-serially and Chronologically.	Separate sheet is attached
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?	Not applicable

Mrs. Aruna Kshirsagar
Mrs. Aruna Kshirsagar
Advocate

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?	Partly available
	b)If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	Cross checking done. No adverse entry found from available record.
	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?	Not possible
7.	a)Property offered as security falls within the jurisdiction of which sub-registrar office?	After 2005 Office of Sub registrar Nagpur Gramin & Sub Registrar No. 7 have jurisdiction.
	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?	Online search done
	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.	Separate sheet is attached.
9.	Nature of Title of the intended Mortgagor over the Property	Ownership right
10.	If leasehold, whether; a)lease Deed is duly stamped and registered	No
	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;	No
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not applicable
	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;	No
	a)Such right is heritable and transferable,	Not applicable
	b)Mortgage can be created.	Not applicable

Mrs. A.P. Kshirsagar
Mrs. Aruna Kshirsagar
Advocate

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.	Nil
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	No
	a) The Gift/Settlement Deed is duly stamped and registered;	Not applicable
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not applicable
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Not applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not applicable
	f) Whether the Donee is in possession of the gifted property;	Not applicable
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not applicable
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not applicable
15.	(a) In case of partition/family settlement deeds, whether the Original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not applicable
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not applicable
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not applicable
	(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?	No
	(a) In case of wills, whether the will is registered will or unregistered will?	Not applicable
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not applicable
	(c) Whether the property is mutated on the basis of will?	Not applicable
	(d) Whether the original will is available?	Not applicable
	(e) Whether the original death certificate of the testator is available?	Not applicable
	(f) What are the circumstances and/or documents will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	Not applicable
17.	(a) Whether the property is subject to any wakf rights?	No

Mrs. A. P. Kshirsagar
 Mrs. Aruna Kshirsagar
 Advocate

	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not applicable
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not applicable
18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not applicable
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not applicable
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not applicable
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not applicable
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not applicable
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not applicable
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Not applicable
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes
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?	No.
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Yes
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No. An affidavit from owner in bank's format to be obtained.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable
	(c) Whether the title documents have any court seal/ Marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	Not applicable

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Advocate

24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Yes
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not applicable
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not applicable
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company registrar(ROC), Articles of Association /provision for common seal etc.	Not applicable
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?	Yes
	(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.	No
	(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).	Common POA
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not applicable
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. 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?	No Some are notarized General Yes
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question?	In force
	(g) Please comment on the genuineness of POA?	Genuine
	(h) The unequivocal opinion on the enforceability and validity of the POA?	Enforceable & valid
	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	Not applicable

Mrs. A. P. Kshirsagar
Mrs. Aruna Kshirsagar
Admnstrator

	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:	Residential cum Commercial complex
	a) Promoter's/Land owner's title to the land/ building;	As per Sale Deed No. 2132 dt.2.4.2012
	(b) Development Agreement/Power of Attorney;	Not applicable
	(c) Extent of authority of the Developer/builder;	Full authority
	(d) Independent title verification of the Land and/or building in question;	Plot No. 1 with construction thereon
	(e) Agreement for sale (duly registered);	Not applicable
	(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.;	Obtained
	(i) Conveyance in favour of Society Condomonium concerned	Made
	(j) Occupancy Certificate/allotment letter/letter of possession;	To be obtained
	(k) Membership details in the Society etc	Not applicable
	(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.;	Complied with
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not applicable
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Layout approved
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
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.	Property is mortgaged with The Akola Janata Commercial Co-op. Bank Ltd.
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.	From 1988-2017
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid upto 2017

Mrs. A. P. Kshirsagar
Mrs. Aruna Kshirsagar
Advocate

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 applicable
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Property is mutated in the name of owner on 7/12 extract
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes
36.	(a) Whether the property offered as security is clearly demarcated?	Yes
	(b) Whether the demarcation/ partition of the property is legally valid?	Yes
	(c) Whether the property has clear access as per documents?	Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity Connection (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	Property is under construction. Therefore no utility bills.
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.	Not applicable
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.	Description of property as per sanctioned map match with other documents provided.
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.	Not applicable
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not applicable
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of	Not applicable

Mrs. A. P. Kshirsagar
Mrs. Aruna Kshirsagar
Advocate

	mortgage and additional precautions, if any to be taken in 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.	Take Original NOC for Sale from The Akola Janata Commercial Co-op. Bank Ltd., in each case.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Borrower

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

I have examined the Certified copies of Original Title Deeds intended to be deposited relating to the schedule property/(ies) 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 as secondary evidence of Right, title and Interest and that the said Registered/ 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 record. 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 on the basis of the certified copies of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1988-2017 pertaining to the Immovable Property/(ies) covered by above said Certified copies Title Deeds. The property appears to be free from all Encumbrances except charge of The Akola Janata Commercial Co-op. Bank Ltd..

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.

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

Mrs. A.P. Kashinagar
Mrs. Aruna Kashinagar
Advocate

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower,

9. I certify that M/s Atharva Infrastructures has 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.

10. 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:-

1. Photocopies of documents '1' to '17' as per the list of documents.
2. Original NOC for Sale from The Akola Janata Commercial Co-op. Bank Ltd.
3. Original NOC for Mortgage in bank's format.
4. Original Allotment Letter.
5. Original Agreement to Sale of Borrower.
6. Original Sale Deed of Borrower

There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copies of which I have examined under any applicable Law/ Rules in force.

SCHEDULE OF THE PROPERTY (IES)

All that R.C.C. super structure comprising 15 Shops on the Gr. Floor numbered as S-001 to S-015, 4 Family units on the 1st floor numbered as 101 to 104, 4 Family units on the 2nd floor numbered as 201 to 204, 4 Family units on the 3rd floor 301 to 304, 4 Family units on the 4th floor numbered as 401 to 404, 4 Family units on the 5th floor numbered as 501 to 504, 4 Family units on the 6th floor numbered as 601 to 604 & 4 Family units on the 7th floor numbered as 701 to 704 of building to be known and styled as "ATHARVA FORTUNE" with undivided share and interest in Plot No. 1 Adm. 1759.365 Sq. Mtrs., Kh. No. 154/1, Mz. Pipla, Tah. Nagpur (Rural) Dist., Nagpur and bounded as follows -

East - Road
West - Kh. No. 154/2
North - Road
South - Plot No. 2

Annexure - D

Certified that this search report has been issued taking into consideration the contents and instructions specified in Bank's e-Cir No. CPP/SGS/Cir/5 dt.12.4.2013

4) Particulars of the documents scrutinized serially and chronologically			
Sr. No.	Date and type of Document	Name of Parties	Original/ Certified/ Photocopy/ True Copy
1	Partition Deed No. 489 dt.1.2.2003	Executed between Shri Krushna Kolba Wanihede, Shri Arun Krushna Wankhede, Shri Chakradhar Krushna Wankhede, Shri Manohar Krushna Wankhede	Certified copy

Mrs. A. P. Kshirsagar
Mrs. Aruna Kshirsagar
Advocate

2	General Power of Attorney dt.2.1.2006	Executed by Shri Sameer Vijay Deshpande in favour of Smt. Hemlata V. Deshpande, Shri Sandip V. Deshpande.	Photocopy
3	General Power of Attorney No. 3375 dt.29.5.2006	Executed by Mrs. Hansa R. Singhvi & Mrs. Sonal T. Singhvi in favour of Shri Tushar R. Singhvi	Photocopy
4	General Power of Attorney dt.13.6.2006	Executed by Shri Shailesh R. Shah & Smt. Manju Shailesh Shah in favour of Shri Nikunj S. Shah	Photocopy
5	General Power of Attorney dt.13.6.2006	Executed by Shri Hasmukh R. Shah & Smt. Pradnya Hasmukhbhai Shah in favour of Shri Mithun H. Shah	Photocopy
6	Sale Deed No. 3041 dt.22.6.2006	Executed by Shri Arun K. Wankhede in favour of Mrs. Namita R. Singhvi & 11 others.	Certified copy
7	Sale Deed No. 2132 dt.2.4.2012	Executed by Mrs. Namita R. Singhvi & 11 others as Vendor & M/s Bhaiji Infra Projects Pvt. Ltd., through Director Shri Shyam K. Borele as Consenter in favour of M/s Atharva Infrastructures	Certified copy
8	NA order dt.5.9.2012	By Collector Nagpur in the name of M/s Atharva Infrastructures	Original
9	Development Agreement dt.24.9.2012	Between NIT and M/s Atharva Infrastructures	Original
10	Layout	Sanctioned by Nagpur Improvement Trust	Original
11	Deed of Mortgage for substitution of Security No. 7759 dt.21.11.2015	Executed by M/s Atharva Infrastructures and others in favour of The Akola Janata Commercial Co-op. Bank Ltd.	Certified copy
12	Release Letter dt.30.11.2015	From Nagpur Improvement Trust in the name of M/s Atharva Infrastructures (Plot Nos. 1 & 5)	Original
13	Building permit No. B.E.(Metro)/south/Nagpur(Rur al)/Case No.MB- 1463/2016040277/947 dt.25.10.2016 with sanctioned map	From NIT in the name of M/s Atharva Infrastructures	Original

Mrs. A. P. Kshirsagar
Mrs. Aruna Kshirsagar
Advocate

14	Deed of Declaration No. 1466 dt.2.3.2017	Executed by M/s Atharva Infrastructures	Original
15	7/12 extract	In the name of M/s Atharva Infrastructures. Showing charge of The Akola Janata Commercial Co-op. Bank Ltd.	Certified copy
16	Tax Receipt Dt.25.10.2016	for 2016-2017 in the name of M/s Atharva Infrastructures	Photocopy
17	Certificate of Registration	Of M/s Atharva Infrastructures	Photocopy
18	Index II	OF Sale Deed No. 2132 dt.2.4.2012	Online copy

Title History

Having been engaged by State Bank of India for the purpose of verifying the title of M/s Atharva Infrastructures in respect of Plot No. 1 Adm. 1759.365 Sq. Mtrs., Kh. No. 154/1, Mz. Pipla, Tah. Nagpur (Rural) Dist., Nagpur as more specifically described in the schedule of property, I, the undersigned do hereby submit my report of verification and search as under. That I have got verified and inspected the records at the office of the Sub Registrar Nagpur for 1988-2017 to find out the documents, if any recorded therein effecting any kind of transfer by way of sale, gift, exchange, mortgage, lease, or otherwise of the above said property.

That on the basis of documents submitted and search taken at the Office of Sub Registrar Nagpur, I submit my report as under:-

That, agricultural land Adm. 2.70 HR out of S. No. 154 originally belonged to Shri Krishna K. Wankhede. Said owner partitioned said land amongst himself and his Sons namely Shri Arun K. Wankhede, Shri Chakradhar K. Wankhede and Shri Manohar K. Wankhede. Said Partition Deed is duly registered at Sr. No. 489 dt.1.2.2003 in the office of Sub Registrar Nagpur. Under said document Shri Krishna K. Wankhede is assigned 0.27 HR land and Shri Arun K. Wankhede is assigned 0.81 HR of land. It is also provided in said document that after the death of Shri Krishna his abovementioned share shall devolve upon Shri Arun K. Wankhede. Shri Chakradhar Krishna Wankhede is assigned middle part Adm. 0.81 HR of land and Shri Manohar Krishna Wankhede is given western portion Adm. 0.81 HR.

That, it is further seen that after the death of Shri Krishna Kolba Wankhede, Shri Arun K. Wankhede became absolute owner of 1.08 HR of land.

That, Shri Arun K. Wankhede transferred said entire 1.08 HR to Mrs. Namita, R. Singhvi, Mrs. Hansa Rajesh Singhvi, Mrs. Sonal Tushar Singhvi, Shri Sameer Vijay Deshpande, Shri Sandip Vijay Deshpande, Mrs. Hemlata Vijay Deshpande, Shri Hasmukhbhai R. Shah, Mrs. Praganaben Hasmukhbhai Shah, Shri Meethun Hasmukhbhai Shah, Shri Shaileshbhai R. Shah, Mrs. Manjuben Shaileshbhai Shah and Shri Nikunj Shaileshbhai Shah by Sale Deed duly registered at Sr. No. 3041 dt.22.6.2006 in the office of Sub Registrar No. 7 Nagpur. In said document Mrs. Hansa R. Singhvi and Mrs. Sonal T. Singhvi are represented by Shri Tushar R. Singhvi by virtue of Power of Attorney executed by them duly

Mrs. A. P. Chhinagar
Mrs. Aruna Kshirsagar
Advocate

registered at Sr. No. 3375 dt.29.5.2006. Mrs. Hemlata V. Deshpande and Shri Sandip V. Deshpande are represented by Shri Sameer V. Deshpande by virtue of Power of Attorney dt.2.1.2006. Shri Hasmukhbhai R. Shah and Mrs. Pradnyaben H. Shah are represented by Shri Mithun H. Shah by virtue of registered Power of Attorney dt.13.6.2006 and Shri Shailesh Bahi R. Shah and Mrs. Manjuben S. Shah have given registered Power of Attorney dt.13.6.2006 to Shri Nikunj S. Shah.

That, Mrs. Namita, R. Singhvi and 11 others named above as Vendor & M/s Bhaiji Infra Projects Pvt. Ltd., through Director Shri Shyam K. Borele as Consenter further transferred said entire land to M/s Atharva Infrastructures, a Partnership firm through partners Shri Chandrakant B. Suramwar, Shri Manoj B. Suramwar, Shri Raju B. Channawar, Shri Narendra S. Mallelwar, Shri Rahul B. Mallelwar, Shri Gopal M. Waghmare by Sale Deed duly registered at Sr. No. 2132 dt.2.4.2012 in the office of Sub registrar No. 7 Nagpur. Thus by virtue of said document M/s Atharva Infrastructures became absolute owner of said property.

That, entire land is converted to NA use vide order dt.5.9.2012 passed by Collector Nagpur in Case No. 354/NAP-34/2011-2012.

That, Nagpur Improvement Trust executed a Development Agreement dt.24.9.2012 with M/s Atharva Infrastructures.

That, Plot No. 1 along with Plot No. 5 is released by Nagpur Improvement Trust as per release letter dt.30.11.2015 Plot No. 1 measured 1759.365 Sq. Mtrs.,

That, M/s Atharva Infrastructures are developing said Plot No. 1 into a multistoried residential complex as per the sanctioned plan by Nagpur Improvement Trust vide Building permit No. B.E.(Metro)/south/Nagpur(Rural)/Case No.MB-1463/2016040277/947 dt.25.10.2016.

That, entire property is subjected to the provisions of Maharashtra Apartment Ownership Act 1970 by executing a Deed of Declaration which is duly registered at Sr. No. 1466 dt. 2.3.2017 in the office of Sub Registrar No. 7 Nagpur. The building is named as styled as "ATHARVA FORTUNE".

That, M/s Atharva Infrastructures, a Partnership firm through partners Shri Chandrakant B. Suramwar, Shri Manoj B. Suramwar, Shri Raju B. Channawar, Shri Narendra S. Mallelwar, Shri Rahul B. Mallelwar, Shri Gopal M. Waghmare and Shri Narendra Shankarrao Mallelwar, Shri Rahul Bandopant Mallelwar, Shri Atul B. Mallelwar, Shri Ankul B. Mallelwar, Shri Mangesh Ashok Mallelwar have substituted some of their properties mortgaged by them with The Akola Janata Commercial Co-op. Bank Ltd., which includes Plot No. 1 out of Kh. No. 154/1 Mz. Pipla. Since Sale Deed No. 2132 dt.2.4.2012 is for entire Khasar bearing No. 154/1 Adm. 1.08 HR. Therefore the original Sale Deed No. 2132 dt.2.4.2012 could not be verified. The Akhiv Patrika shows charge of The Akola Janata Commercial Co-op. Bank Ltd. over Plot No. 1.

That, other than said mortgage, during search I have not found any document adversely affecting the title of M/s Atharva Infrastructures.

That 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.

Hence this report.

Mrs. A. P. Kshirsagar
Mrs. Aruna Kshirsagar
Advocate