

### TITLE INVESTIGATION REPORT

|   |                                                                                                                                    |                                                            |                                                                                                                                                                                                                                                                                                                                      |                                                                          |
|---|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 1 | a) Name of the Branch/ Business Unit/Office seeking opinion.                                                                       |                                                            | State Bank of India, Surendra Nagar, Nagpur                                                                                                                                                                                                                                                                                          |                                                                          |
|   | b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.                |                                                            | NIL                                                                                                                                                                                                                                                                                                                                  |                                                                          |
|   | c) Name of the Borrower.                                                                                                           |                                                            | Prospective Purchasers                                                                                                                                                                                                                                                                                                               |                                                                          |
| 2 | a) Name of the unit/concern/ company/person offering the property/ (ies) as security.                                              |                                                            | Prospective Purchasers                                                                                                                                                                                                                                                                                                               |                                                                          |
|   | b) Constitution of the unit / concern / person / body / authority offering the property for creation of charge.                    |                                                            | Not Applicable                                                                                                                                                                                                                                                                                                                       |                                                                          |
|   | c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)              |                                                            | Borrower                                                                                                                                                                                                                                                                                                                             |                                                                          |
| 3 | Complete or full description of the immovable property/ (ies) offered as security including the following details.                 |                                                            | ALL THAT piece and parcel of land comprising Khasra No. 43/2/4/1 admeasuring 3.02 H.R., 43/2/4/2 admeasuring 2.18 H.R., 43/2/4/3 admeasuring 2.18 H.R. and 43/2/4/4/A admeasuring 1.01 H.R., thus totally admeasuring 8.39 H.R. (as per 7/12 extracts), of Mouza – Kanholi, Talathi Saza No. 48, Taluka – Hingna, District - Nagpur. |                                                                          |
|   | (a) Survey No.                                                                                                                     |                                                            | Khasra Nos. 43/2/4/1, 43/2/4/2, 43/2/4/3 and 43/2/4/4/A                                                                                                                                                                                                                                                                              |                                                                          |
|   | (b) Door/House no. (in case of house property)                                                                                     |                                                            | NIL                                                                                                                                                                                                                                                                                                                                  |                                                                          |
|   | (c) Extent/ area including plinth/ built up area in case of house property                                                         |                                                            | NIL                                                                                                                                                                                                                                                                                                                                  |                                                                          |
|   | (d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.                                   |                                                            | Mouza – Kanholi, Taluka – Hingna, District - Nagpur<br>East - Khasra No. 44<br>West - Vena River<br>North - Khasra No. 43/1<br>South - Khasra No. 56                                                                                                                                                                                 |                                                                          |
|   |                                                                                                                                    |                                                            |                                                                                                                                                                                                                                                                                                                                      |                                                                          |
| 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. |                                                            |                                                                                                                                                                                                                                                                                                                                      |                                                                          |
|   | <b>Note :</b> Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.              |                                                            |                                                                                                                                                                                                                                                                                                                                      |                                                                          |
|   | Sl. No.                                                                                                                            | Date                                                       | Name/ Nature of the Document                                                                                                                                                                                                                                                                                                         | Original/ certified copy/ certified extract/ photocopy etc.              |
|   |                                                                                                                                    |                                                            |                                                                                                                                                                                                                                                                                                                                      | In case of copies, whether the original was scrutinized by the Advocate. |
|   | 01                                                                                                                                 | 7/12 extract in respect of Khasra No. 39/1                 | In the name of Mr. Pandurang Dhabarde                                                                                                                                                                                                                                                                                                | Certified Copy                                                           |
|   | 02                                                                                                                                 | 7/12 extract in respect of Khasra No. 43/1                 | In the name of Mr. Pandurang Dhabarde                                                                                                                                                                                                                                                                                                | Certified Copy                                                           |
|   | 03                                                                                                                                 | 7/12 extract in respect of Khasra No. 46/39                | In the name of Mr. Pandurang Dhabarde                                                                                                                                                                                                                                                                                                | Certified Copy                                                           |
|   | 04                                                                                                                                 | Extract for Ferfar No. 19, dated 02.05.1981, in respect of | partition effected by Mr. Pandurang Dhabarde                                                                                                                                                                                                                                                                                         | Certified Copy                                                           |
|   | 05                                                                                                                                 | 7/12 extract in the name of                                | Smt. Parvatibai Pandurang Dhabarde                                                                                                                                                                                                                                                                                                   | Certified Copy                                                           |

|    |                                                                                                                                                               |                                                                                                                                                                  |                |                                       |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------------------------------|
| 06 | 7/12 extract in the name of                                                                                                                                   | Smt. Nimbonabel Pandurang Dhabarde                                                                                                                               | Certified Copy | Not Applicable                        |
| 07 | Extract for Ferfar No. 239, dated 12.01.2005, in respect of                                                                                                   | Conversion of land from Class-II to Class-I Holding rights                                                                                                       | Certified Copy | Not Applicable                        |
| 08 | Sale Deed registered on 22.02.2005, in the Office of the Joint Sub-Registrar, Hingna, at Serial No. 1002/2005, in Book No. 1, (with its Index-II)             | executed by Mr. Pandurang Maroti Dabharde for 2.48 H.R. of land out of Kh. No. 43/2 in favour of Smt. Parvatabai Pandurang Dabharde                              | Certified Copy | Obtained Online from Official Website |
| 09 | Sale Deed registered on 15.07.2005, in the Office of the Joint Sub-Registrar, Hingna, at Serial No. 4004/2005, in Book No. 1 (with its Index-II), executed by | Smt. Parvatabai Pandurang Dabharde for 2.18 H.R. of land out of Kh. No. 43/2 & 43/4 in favour of Mr. Amol Krushnaji Dhabarde & Mr. Harshal Krushani Dhabarde     | Certified Copy | Obtained Online from Official Website |
| 10 | Extract for Ferfar No. 268, dated 01.09.2005, in respect of                                                                                                   | Sale Deed dated 15.07.2005, registered at Serial No. 4004/2005                                                                                                   | Certified Copy | Not Applicable                        |
| 11 | Sale Deed registered on 16.07.2005, in the Office of the Joint Sub-Registrar, Hingna, at Serial No. 4011/2005, in Book No. 1 (with its Index-II), executed by | Smt. Parvatabai Pandurang Dabharde for 2.18 H.R. of land out of Kh. No. 43/2 & 43/4 in favour of Mr. Pranay Dhabarde, Mr. Akshay Dabharde & Mr. Shubham Dabharde | Certified Copy | Obtained Online from Official Website |
| 12 | Extract for Ferfar No. 366, dated 14.06.2006, in respect of                                                                                                   | Sale Deed dated 16.07.2005, registered at Serial No. 4011/2005                                                                                                   | Certified Copy | Not Applicable                        |
| 13 | Sale Deed registered on 30.07.2005, in the Office of the Joint Sub-Registrar, Hingna, at Serial No. 4270/2005, in Book No. 1, (with its Index-II)             | executed by Smt. Parvatabai Pandurang Dabharde for 2.02 H.R. of land out of Kh. No. 43/2 & 43/4 in favour of Mr. Keshav Pandurangji Dhabarde                     | Certified Copy | Obtained Online from Official Website |
| 14 | Extract for Ferfar No. 367, dated 14.06.2006, in respect of                                                                                                   | Sale Deed dated 30.07.2005, registered at Serial No. 4470/2005                                                                                                   | Certified Copy | Not Applicable                        |
| 15 | Sale Deed registered on 18.02.2008, in the Office of the Joint Sub-Registrar, Hingna, at Serial No. 1194/2008, in Book No. 1 (with its Index-II)              | executed by Mr. Keshav Pandurangji Dhabarde in respect of 1.01 H.R. of land out of Kh. No. 43/2 & 43/4 in favour of Mr. Harshal Krushnaji Dhabarde               | Certified Copy | Obtained Online from Official Website |
| 16 | Extract for Ferfar No. 568, dated 15.03.2008, in respect of                                                                                                   | Sale Deed dated 18.02.2008, registered at Serial No. 1194/2008                                                                                                   | Certified Copy | Not Applicable                        |
| 17 | Certified Copy of the Order dated 03.01.2008, passed by Civil Judge, Senior Division, Nagpur                                                                  | in Regular Civil Suit No. 356/2007 filed by Gautam Pandurang Dhabarde against Pandurang Maroti Dhabarde and Nine others                                          | Photocopy      | Not Applicable                        |

|    |                                                                                                                                                                                   |                                                                                                                                                                |                |                |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|
| 18 | Sale Deed dated 08.02.2008 for 1.81 H.R. of land out of Kh. No. 43/2-4/1, registered in the Office of Joint Sub-Registrar, Hingna, at Serial No. 1016, in Book No. 1, executed by | Smt. Parvatibai Pandurang Dhabarde in favour of Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhauroo Padmawar           | Original       | Not Applicable |
| 19 | Extract for Ferfar No. 560, dated 16.02.2008, in respect of                                                                                                                       | Sale Deed dated 08.02.2008, registered at Serial No. 1016/2008                                                                                                 | Certified Copy | Not Applicable |
| 20 | Sale Deed dated 11.02.2008 for 1.21 H.R. of land out of Kh. No. 43/2-4/1, registered in the Office of Joint Sub-Registrar, Hingna, at Serial No. 1017, in Book No. 1, executed by | Smt. Parvatibai Pandurang Dhabarde in favour of Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhauroo Padmawar           | Original       | Not Applicable |
| 21 | Extract for Ferfar No. 561, dated 16.02.2008, in respect of                                                                                                                       | Sale Deed dated 11.02.2008, registered at Serial No. 1016/2008                                                                                                 | Certified Copy | Not Applicable |
| 22 | 7/12 extract duly mutated in accordance with the Ferfar Nos. 560 & 561, dated 16.02.2008, in the names of                                                                         | Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhauroo Padmawar                                                           | Certified Copy | Not Applicable |
| 23 | Sale Deed dated 23.07.2008 for 1.01 H.R. of land out of Kh. No. 43/2-4/4, registered in the Office of Joint Sub-Registrar, Hingna, at Serial No. 4665, in Book No. 1 by           | Mr. Keshav Pandurang Dhabarde in favour of Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhauroo Padmawar                | Original       | Not Applicable |
| 24 | Extract for Ferfar No. 601, dated 25.08.2008, in respect of                                                                                                                       | Sale Deed dated 23.07.2008, registered at Serial No. 4665/2008                                                                                                 | Certified Copy | Not Applicable |
| 25 | Sale Deed dated 05.06.2009 for 2.18 H.R. of land out of Kh. No. 43/2-4/3, registered in the Office of Joint Sub-Registrar, Hingna, at Serial No. 2569, in Book No. 1 by           | Mr. Pranay Dhabarde, & Mr. Akshay Dabharde & Mr. Shubham Dhabarde in favour of Mr. Atul M. Yamsanawar, Mr. Vyankatesh T. Kunawar & Mr. Chandrakant B. Padmawar | Original       | Not Applicable |
| 26 | Sale Deed dated 05.06.2009 for 2.18 H.R. of land out of Kh. No. 43/2-4/2, registered in the Office of Joint Sub-Registrar, Hingna, at Serial No. 2570, in Book No. 1 by           | Mr. Amol Krushnaji Dhabarde & Mr. Harshal Krushnaji Dhabarde in favour of Mr. Atul M. Yamsanawar, Mr. Vyankatesh T. Kunawar & Mr. Chandrakant B. Padmawar      | Original       | Not Applicable |
| 27 | 7/12 extract in respect of khasra No. 43/2-4/1, admeasuring 3.02 H.R., in the names of                                                                                            | Mr. Atul M. Yamsanawar, Mr. Vyankatesh T. Kunawar & Mr. Chandrakant B. Padmawar                                                                                | Certified Copy | Not Applicable |

|    |                                                                                                                                                                                                                                                                               |                                                                                                                                        |                |                             |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------|
| 28 | 7/12 extract in respect of Khasra No. 43/2-4/2, admeasuring 2.18 H.R., in the names of                                                                                                                                                                                        | Mr. Atul M. Yamsanawar, Mr. Vyankatesh T. Kunawar & Mr. Chandrakant B. Padmawar                                                        | Certified Copy | Not Applicable              |
| 29 | 7/12 extract in respect of Khasra No. 43/2-4/3, admeasuring 2.18 H.R., in the names of                                                                                                                                                                                        | Mr. Atul M. Yamsanawar, Mr. Vyankatesh T. Kunawar & Mr. Chandrakant B. Padmawar                                                        | Certified Copy | Not Applicable              |
| 30 | 7/12 extract for Khasra No. 43/2-4/4/A, admeasuring 3.02 H.R., in the names of                                                                                                                                                                                                | Mr. Atul M. Yamsanawar, Mr. Vyankatesh T. Kunawar & Mr. Chandrakant B. Padmawar                                                        | Certified Copy | Not Applicable              |
| 31 | Letter dated 12.11.2009 in respect of terms and conditions to be imposed for permitting the land for N.A. use, issued by                                                                                                                                                      | Assistant Director, Town Planning, Nagpur to The Collector, Nagpur, for Khasra Nos. 43/1, 3, 43/2/4/1, 43/2/4/2, 43/2/4/3 and 43/2/4/4 | Photocopy      | Not Applicable              |
| 32 | N.A. Order dated 25.11.2009, passed by The Collector, Nagpur                                                                                                                                                                                                                  | In Revenue Case No. 208/N.A.P.-34/2009-2010                                                                                            | Certified Copy | Not Applicable              |
| 33 | Letter dated 19.01.2016 in respect of terms & conditions for sanction of the Layout alongwith sanctioned layout map                                                                                                                                                           | issued by Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur to The Collector, Nagpur                                        | Copy           | Not Applicable              |
| 34 | Corrigendum dated 12.02.2016 to N.A. Order dated 25.11.2009                                                                                                                                                                                                                   | passed by The Collector, Nagpur in Revenue Case No. 208/N.A.P.-34/2009-2010                                                            | Certified Copy | Not Applicable              |
| 35 | Deed of Partnership dated 21.08.2014 alongwith Registration Certificate, issued by Inspector, Maharashtra Shop & Establishment                                                                                                                                                | in respect of M/s. AVC Homes, between Mr. Atul M. Yamsanawar, Mr. Vyankatesh T. Kunawar & Mr. Chandrakant B. Padmawar                  | Original       | Not Applicable              |
| 5  | Whether certified copy of all the title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) |                                                                                                                                        |                | YES Verified                |
| 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?                                                                                           |                                                                                                                                        |                | Records Verified            |
|    | b) If such online / computer records are available, whether any verification or cross checking are made and the comments / findings in this regard.                                                                                                                           |                                                                                                                                        |                | YES                         |
|    | c) Whether genuineness of 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?                                                                                                                                                                                  |                                                                                                                                        |                | Hingna                      |
|    | b) Whether it is possible to have registration of documents in respect of property in question, at more than one office of sub-registrar / district registrar/registrar-general. If so, please name all such offices?                                                         |                                                                                                                                        |                | Joint Sub-Registrar, Hingna |
|    | c) Whether search has been made at all offices named at (b) above?                                                                                                                                                                                                            |                                                                                                                                        |                | YES                         |
|    | d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?                                                                                                |                                                                                                                                        |                | NO                          |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| 8  | Chain of title tracing title from 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.                                                                                                                                                                                                                                                                                                                                                                                                  | As per Separate Sheet attached hereto                                          |
| 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.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Ownership                                                                      |
| 10 | If leasehold, whether;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Not Applicable                                                                 |
|    | a)lease Deed is duly stamped and registered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Not Applicable                                                                 |
|    | b)lessee is permitted to mortgage the Leasehold right.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Not Applicable                                                                 |
|    | c)duration of the Lease/unexpired period of lease.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Not Applicable                                                                 |
|    | d)if, a sub-lease, check lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Not Applicable                                                                 |
|    | e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Not Applicable                                                                 |
|    | f)Right to get renewal of the leasehold rights and nature thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Not Applicable                                                                 |
| 11 | If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; grant/ agreement etc. provides for alienable rights to mortgagor with or without conditions, the mortgagor is competent to create charge on such property, whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.                                                                                                                                                                                                                                                                                                                                                                                                    | Not Applicable                                                                 |
| 12 | If occupancy right, whether;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                |
|    | a)Such right is heritable and transferable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | YES                                                                            |
|    | b)Mortgage can be created.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | YES                                                                            |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Not Applicable                                                                 |
| 14 | If property has been transferred by way of Gift / Settlement Deed, whether;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Not Applicable                                                                 |
|    | 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 Donee has accepted the gift by signing 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.<br>(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.<br>(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.<br>(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.<br>(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? | Partition Deed is not available; Mutation effected and owner is in possession. |
| 16 | Whether title documents include any testamentary documents / wills?<br>(a) In case of wills, whether will is registered will or unregistered will?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Not Applicable                                                                 |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                 |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
|    | (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?                                                                                                                                                                                                                                                                                                             | Not Applicable                                                                                  |
|    | (c) Whether the property is mutated on the basis of will?                                                                                                                                                                                                                                                                                                                                                                         | Not Applicable                                                                                  |
|    | (d) Whether the original will is available?                                                                                                                                                                                                                                                                                                                                                                                       | Not Applicable                                                                                  |
|    | (e) Whether the original death certificate of the testator is available?                                                                                                                                                                                                                                                                                                                                                          | Not Applicable                                                                                  |
|    | (f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.) | Not Applicable                                                                                  |
| 17 | (a) Whether the property is subject to any wakf rights?                                                                                                                                                                                                                                                                                                                                                                           | Not Applicable                                                                                  |
|    | (b) Whether 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 case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.                                                                                                                                                                                                                                                                                  | Residential<br>Permission<br>Obtained                                                           |
| 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?                                                                                                                                                                                                                                                                                                                                      | Not Applicable                                                                                  |
|    | (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?                                                                                                                                                                                                                                                                                                                        | Litigation<br>concluded.                                                                        |
|    | (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?                                                                                                                                                                                                                                                                                     | NO                                                                                              |
|    | (c) Whether title documents have any court seal/markings which points out any litigation/ attachment/security to court in respect of property in question? In such case please comment on such seal / marking.                                                                                                                                                                                                                    | NO                                                                                              |
| 24 | (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.                                                                                                                                                                                                                                                                                                                    | Property<br>belongs<br>to<br>individuals,<br>who are the<br>partners of<br>unregistered<br>Firm |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                           |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
|    | (b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | YES;                                                      |
|    | (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Not Applicable                                            |
| 25 | Whether 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 POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether same is registered document & hence it has created an interest in favour of builder/developer and as such is irrevocable as per law.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | NO;<br>REGISTERED;<br>NO;                                 |
|    | (c) In case title document is executed by POA holder, please clarify whether POA involved is (i) one executed by 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).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Executed by an individual in favour of an individual      |
|    | (d) In case of Builder's POA, whether a certified copy of POA is available and same has been verified / compared with original POA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Not Applicable                                            |
|    | (e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Not Applicable                                            |
|    | i. Whether the original POA is verified and the title investigation is done on the basis of original POA?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Original Not Verified;<br>Registered;<br>General;<br>YES; |
|    | 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?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                           |
|    | (f) Whether POA was in force and not revoked or had become invalid on date of execution of document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Was in Force                                              |
|    | (g) Please comment on the genuineness of POA?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Genuine                                                   |
|    | (h) The unequivocal opinion on the enforceability and validity of POA?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Enforceable                                               |
| 28 | Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Not Applicable                                            |
| 29 | If the property is a flat /apartment or residential/commercial complex, check and comment on the following:<br>(a) Promoter's/Land owner's title to the land/ building;<br>(b) Development Agreement/Power of Attorney;<br>(c) Extent of authority of the Developer/builder;<br>(d) Independent title verification of the Land and/or building in question;<br>(e) Agreement for sale (duly registered);<br>(f) Payment of proper stamp duty;<br>(g) Requirement of registration of sale agreement, development agreement, POA, etc.;<br>(h) Approval of building plan, permission of appropriate/local authority, etc.;<br>(i) Conveyance in favour of Society/ Condominium concerned;<br>(j) Occupancy Certificate/allotment letter/letter of possession;<br>(k) Membership details in the Society etc.;<br>(l) Share Certificates;<br>(m) No Objection Letter from the Society;<br>(n) All legal requirements under the local/Municipal laws, regarding ownership of Flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;<br>(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;<br>(p) If the property is a vacant land and construction is yet to be made, | Not Applicable                                            |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
|    | approval of lay-out and other precautions, if any.<br>(g) Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc.                                                                                                                                                                                                                                                      |                                                   |
| 30 | Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.                                                                                                                                                                                                                                                                   | NIL                                               |
| 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.                                                                                                                                                                                                                                                               | Not Applicable                                    |
| 32 | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?                                                                                                                                                                                                                                                                                                         | Not Assessed                                      |
| 33 | (a) Urban land ceiling clearance, whether required and if so, details thereon.                                                                                                                                                                                                                                                                                                                                                       | Not Applicable                                    |
|    | (b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.                                                                                                                                                                                                                                                                                                                                                 | Not Applicable                                    |
| 34 | Details of RTC extracts / mutation extracts / Katha extracts pertaining to the property in question.                                                                                                                                                                                                                                                                                                                                 | Name Mutated                                      |
| 35 | Whether the name of mortgagor is reflected as owner in the revenue / Municipal / Village records?                                                                                                                                                                                                                                                                                                                                    | Not Applicable                                    |
| 36 | (a) Whether the property offered as security is clearly demarcated?<br>(b) Whether demarcation/ partition of the property is legally valid?<br>(c) Whether the property has clear access as per documents?                                                                                                                                                                                                                           | YES                                               |
| 37 | Whether property can be identified from following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?<br>(a) Document in relation to electricity connection;<br>(b) Document in relation to water connection;<br>(c) Document in relation to Sales Tax Registration, if any applicable;<br>(d) Other utility bills, if any.                                                                         | YES                                               |
| 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.                                                                                                                                                          | NO                                                |
| 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.<br>(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.) | YES;<br>Sanctioned<br>Layout Plan is<br>available |
| 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.                                                                                                                                                                                                                                                                   | NO                                                |
| 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.                                                                                                                                                                    | Noting of<br>Charge in<br>revenue<br>records      |
| 43 | Whether the governing law / constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.                                                                                                                                                                                                                                        | Not Applicable                                    |
| 44 | Additional aspects relevant for investigation of title as per local laws.                                                                                                                                                                                                                                                                                                                                                            | Not Applicable                                    |
| 45 | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.                                                                                                                                                                                                                                                                                                                               | Noting of<br>Charge                               |
| 46 | The specific persons who are required to create mortgage/to deposit documents creating mortgage.                                                                                                                                                                                                                                                                                                                                     | Prospective<br>Purchasers.                        |

Date : 25.07.2017  
Place : Nagpur

*Hemant*  
Hemant Tapas  
Advocate  


**\*Sheet showing flow of title of the intended mortgagor and his predecessors in interest from the Mother Deed to the Latest Title Deed\***

A) THAT, Mr. Pandurang Maroti Dhabarde was the owner of the land bearing Khasra No. 43/1 of Mouza - Mouza - Kanholi, Talathi Saza No. 48, Taluka - Hingna, District - Nagpur who partitioned the same alongwith other properties, whereby one portion from and out of said property came to the share of Smt. Parvatibai Pandurang Dhabarde and she became sole and absolute owner thereof with heritable and transferable rights therein and accordingly her name is duly mutated in the records of rights / revenue records and the said land is renumbered as Survey No. 43/2.

B) THAT, lateron said entre land owned by Smt. Parvatibai Pandurang Dhabarde is converted from Class-II holdings to Class-I holdings, vide an order passed by the competent authority and accordingly the same is recorded vide Ferfar No. 239, dated 18.01.2005.

C) THAT, lateron said Mr. Pandurang Maroti Dabharde sold land admeasuring 2.48 H.R. to said Smt. Parvatibai Pandurang Dabharde by executing a Sale Deed which is duly registered on 22.02.2005 in the Office of the Joint Sub-Registrar, Hingna, at Serial No. 1002/2005, in Book No. 1, whereby Smt. Parvatibai Pandurang Dabharde became sole and absolute owner thereof with heritable and transferable rights therein and the said land is renumbered as Survey no. 43/4.

D) THAT, lateron said owner Smt. Parvatibai Pandurang Dhabarde lateron sold land admeasuring 1.28 H.R. out of Survey no. 43/2 and land admeasuring 0.40 H.R. out of Survey no. 43/4 to Mr. Amol Krushnaji Dhabarde & Mr. Harshal Krushani Dhabarde by executing a Sale Deed which is duly registered on 15.07.2005, in the Office of the Joint Sub-Registrar, Hingna, at Serial No. 4004/2005, in Book No. 1, whereby Mr. Amol Krushnaji Dhabarde & Mr. Harshal Krushani Dhabarde became joint and absolute owners thereof with heritable and transferable rights therein and the said land is renumbered as survey No. 43/2-4/2 and remaining land is renumbered as survey no. 43/2-4/1.

E) THAT, similarly said owner Smt. Parvatibai Pandurang Dabharde further sold land admeasuring 2.18 H.R. being the eastern portion from and out of survey Nos. 43/2 & 43/4 (i.e. Survey no. 43/2-4/1) to Mr. Pranay Dhabarde, Mr. Akshay Dabharde & Mr. Shubham Dhabarde by executing a Sale Deed which is duly registered on 16.07.2005, in the Office of the Joint Sub-Registrar, Hingna, at Serial No. 4011/2005, in Book No. 1, whereby Mr. Pranay Dhabarde, Mr. Akshay Dabharde & Mr. Shubham Dhabarde became joint and absolute owners thereof with heritable and transferable rights therein.

F) THAT, in the like manner Smt. Parvatibai Pandurang Dabharde sold land admeasuring 2.02 H.R. being the southern portion from and out of survey Nos. 43/2 & 43/4 (i.e. Survey no. 43/2-4/1) to Mr. Keshav Pandurangji Dhabarde by executing a Sale Deed which is duly registered on 30.07.2005, in the Office of the Joint Sub-Registrar, Hingna, at Serial No. 4270/2005, in Book No. 1, whereby Mr. Keshav Pandurangji Dhabarde became sole and absolute owners thereof with heritable and transferable rights therein, and the said land is renumbered as survey No. 43/2-4/4.

G) THAT, lateron, one Mr. Gautam Pandurang Dhabarde filed a Suit for Partition, Seperate Possession, Declaration and Perpetual Injunction' against Pandurang Maroti Dhabarde, Smt. Parvatibai Pandurang Dhabarde, Mr. Krishna pandurang Dhabarde, Mr. Keshao Pandurang Dhabarde, Mr. Praful Pandurang Dhabarde, Mr. Amol Krushnaji Dhabarde, Mr. Harshal Krushnaji Dhabarde, Mr. Pranay Praful Dhabarde, Mr. Akshay Praful Dhabarde and Mr. Shubham Praful Dhabarde and the same is registered as Regular Civil Suit No.

356/2007, however, lateron said Mr. Gautam Pandurang Dhabarde withdrawn the said case and an Order to that effect is passed on 03.01.2008.

H) THAT, lateron, said owner Smt. Parvatabai Pandurang Dabharde executed a Power of Attorney dated 03.08.2007 in favour of Mr. Pandurang Maroti Dabharde and thereby appointed, authorized and empowered him to do the needful in respect of her various properties and the same is duly registered in the Office of the Sub-Registrar, Nagpur-5, at Serial No. 3874, in Book No. 4.

I) THAT, lateron said owner of land admeasuring 2.02 H.R. i.e. Mr. Keshav Pandurangji Dhabarde further sold land admeasuring 1.01 H.R. being the western portion from and out of survey No. 43/2-4/4 to one Mr. Harshal Krishnaji Dhabarde by executing a Sale Deed which is duly registered on 18.02.2008, in the Office of the Joint Sub-Registrar, Hingna, at Serial No. 1194/2008, in Book No. 1, whereby Mr. Harshal Krishnaji Dhabarde became sole and absolute owners thereof with heritable and transferable rights therein.

J) THAT, lateron said owner Smt. Parvatabai Pandurang Dhabarde sold land admeasuring 1.81 H.R. from and out of Survey No. 43/2-4/1 to Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhaurao Padmawar by executing a Sale Deed dated 08.02.2008 which is duly registered on 12.02.2008, in the Office of Joint Sub-Registrar, Hingna, at Serial No. 1016, in Book No. 1, whereby Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhaurao Padmawar became joint and absolute owners thereof with heritable and transferable rights therein and their names are duly mutated in the records of rights vide mutation entry No. 560, dated 12.03.2008.

K) THAT, in the similar fashion said owner Smt. Parvatabai Pandurang Dhabarde sold land admeasuring 1.21 H.R. from and out of Survey No. 43/2-4/1 to Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhaurao Padmawar by executing a Sale Deed dated 08.02.2008 which is duly registered on 12.02.2008, in the Office of Joint Sub-Registrar, Hingna, at Serial No. 1017, in Book No. 1, whereby Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhaurao Padmawar became joint and absolute owners thereof with heritable and transferable rights therein and their names are duly mutated in the records of rights vide mutation entry No. 561, dated 12.03.2008.

L) THAT, lateron Mr. Keshav Pandurang Dhabarde sold land admeasuring 1.01 H.R. from and out of Survey No. 43/2-4/4 to Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhaurao Padmawar by executing a Sale Deed dated 23.07.2008 which is duly registered on 24.07.2008, in the Office of Joint Sub-Registrar, Hingna, at Serial No. 4665, in Book No. 1, whereby Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhaurao Padmawar became joint and absolute owners thereof with heritable and transferable rights therein and their names are duly mutated in the records of rights vide mutation entry No. 601, dated 23.10.2008.

M) THAT, similarly Mr. Pranay Dhabarde, & Mr. Akshay Dabharde & Mr. Shubham Dhabarde also sold land admeasuring 2.18 H.R. of land bearing Kh. No. 43/2-4/3 to Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhaurao Padmawar by executing a Sale Deed dated 05.06.2009 which is duly registered in the Office of Joint Sub-Registrar, Hingna, at Serial No. 2569, in Book No. 1, whereby Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhaurao Padmawar became joint and absolute owners thereof with heritable and transferable rights therein.

N) THAT, in the similar fashion Mr. Amol Krushnaji Dhabarde & Mr. Marshal Krushani Dhabarde also sold land admeasuring 2.18 H.R. of land bearing Kh. No. 43/2-4/2 to Mr. Atul Manoharrao Yamsanawar, Mr Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhauroo Padmawar by executing a Sale Deed dated 05.06.2009 which is duly registered in the Office of Joint Sub-Registrar, Hingna, at Serial No. 2570, in Book No. 1, whereby Mr. Atul Manoharrao Yamsanawar, Mr Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhauroo Padmawar became joint and absolute owners thereof with heritable and transferable rights therein.

O) THAT, accordingly Mr. Atul Manoharrao Yamsanawar, Mr Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhauroo Padmawar became joint and absolute owners of Khasra No. 43/2-4/1, admeasuring 3.02 H.R., Khasra No. 43/2-4/2, admeasuring 2.18 H.R., Khasra No. 43/2-4/3, admeasuring 2.18 H.R. and Khasra No. 43/2-4/4/A, admeasuring 1.01 H.R., and their names are duly recorded in the revenue records.

P) THAT, lateron said joint owners applied to the concern authority for change of the user of the said agricultural land to non-agricultural purpose and the Assistant Director, Town Planning, Nagpur issued a letter dated 12.11.2009 to The Collector, Nagpur mentioning therein the terms and conditions to be imposed while according the sanction.

Q) THAT, lateron, the Collector, Nagpur, vide his Order dated 25.11.2009, passed in Revenue Case No. 208/N.A.P.-34/2009-2010, accorded the sanction for change of user of the said agricultural land to non-agricultural purpose upon terms and conditions mentioned therein.

R) THAT, lateron said joint owners Mr. Atul Manoharrao Yamsanawar, Mr Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhauroo Padmawar entered into an partnership and thereby formed a Partnership Firm under the name and style as "M/s. AVC Homes".

S) THAT, lateron the Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur issued a Letter dated 19.01.2016 in respect of terms and conditions for sanction of the Layout on the said land alongwith the map to The Collector, Nagpur for its approval and the same is duly approved by the Collector, Nagpur.

T) THAT, lateron, The Collector, Nagpur, issued a Corrigendum dated 12.02.2016 to N.A. Order dated 25.11.2009.

The links in the title history of chain of title have been properly established on the basis of the Search made vide GRN MH000753083201617E, dated 04.05.2016 and the necessary search fees of Rs. 750/- paid vide eveny dated REF No. 89218320.

Date : 25.07.2017  
Place : Nagpur



Hemant Tambat  
Advocate



## **Annexure – C:**

### **Certificate of title**

I have examined the Originals of the Title Deeds intended to be deposited relating to the schedule property and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

1. I have examined the Documents in details, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors and undertakes to examine the Originals as and when produced.
- 1.A. I confirm having made a search in the Land / Revenue records. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable / responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
- 1.B. Following scrutiny of Land Records / Revenue Records and relative Title Deeds, I hereby certify the genuineness of the Title Deeds. Suspicious / Doubt, if any has been clarified by making necessary enquiries.
- 2.C. There are no prior Mortgage / Charges / Encumbrances whatsoever. The property is free from all encumbrances.
3. The Mortgage if created will be available to the Bank for the Liability of the intending Borrowers / Prospective Purchasers.
4. I certify that prospective Purchaser (s) shall have absolute, clear and Marketable title over the Scheduled property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

In case of creating of Mortgage by Deposit of title deeds, I certify that the deposit of following title deeds / documents would create a valid and enforceable mortgage:

1. **Photocopy of 7/12 extract** in the name of Smt. Parvatibai Pandurang Dhabarde.
2. **Photocopy of Sale Deed** registered on 15.07.2005 executed by Smt. Parvatibai Pandurang Dhabarde in favour of Mr. Amol Krushnaji Dhabarde & Mr. Harshal Krushnaji Dhabarde.
3. **Photocopy of Sale Deed** registered on 16.07.2005 executed by Smt. Parvatibai Pandurang Dhabarde in favour of Mr. Pranay Dhabarde, Mr. Akshay Dhabarde & Mr. Shubham Dhabarde.
4. **Photocopy of Sale Deed** registered on 30.07.2005 executed by Smt. Parvatibai Pandurang Dhabarde in favour of Mr. Keshav Pandurangji Dhabarde.
5. **Photocopy of Sale Deed** registered on 18.02.2008 executed by Mr. Keshav Pandurangji Dhabarde in favour of Mr. Harshal Krushnaji Dhabarde.
6. **Photocopy of Sale Deed** dated 08.02.2008 executed by Smt. Parvatibai Pandurang Dhabarde in favour of Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhauroo Padmawar.
7. **Photocopy of Sale Deed** dated 11.02.2008 executed by Smt. Parvatibai Pandurang Dhabarde in favour of Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhauroo Padmawar.
8. **Photocopy of Sale Deed** dated 23.07.2008 executed by Mr. Keshav Pandurang Dhabarde in favour of Mr. Atul Manoharrao Yamsanawar, Mr. Vyankatesh Trimbakrao Kunawar & Mr. Chandrakant Bhauroo Padmawar.
9. **Photocopy of Sale Deed** dated 05.06.2009 executed by Mr. Pranay Dhabarde, & Mr. Akshay Dhabarde & Mr. Shubham Dhabarde in favour of Mr. Atul M. Yamsanawar, Mr. Vyankatesh T. Kunawar & Mr. Chandrakant B. Padmawar.
10. **Photocopy of Sale Deed** dated 05.06.2009 executed by Mr. Amol Krushnaji Dhabarde & Mr. Harshal Krushnaji Dhabarde in favour of Mr. Atul M. Yamsanawar, Mr. Vyankatesh T. Kunawar & Mr. Chandrakant B. Padmawar.

11. **Photocopy of 7/12 extracts in respect of Khasra No. 43/2-4/1., 43/2-4/2, 43/2-4/3, 43/2-4/4/A.**
12. **Photocopy of Letter dated 12.11.2009 in respect of terms and conditions to be imposed for permitting the land for N.A. use, issued by Assistant Director, Town Planning, Nagpur to The Collector, Nagpur.**
13. **Photocopy of N.A. Order dated 25.11.2009, passed by The Collector, Nagpur.**
14. **Photocopy of Letter dated 19.01.2016 in respect of terms and conditions for sanction of the Layout alongwith sanctioned layout map issued by Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur to The Collector, Nagpur.**
15. **Photocopy of Corrigendum dated 12.02.2016 to N.A. Order dated 25.11.2009 passed by The Collector, Nagpur in Revenue Case No. 208/N.A.P.-34/2009-2010.**
16. **Original Agreement for Sale in favour of Prospective Purchaser / Borrower.**
17. **Original Sale Deed in favour of Prospective Purchaser / Borrower.**

**POST DISBURSEMENT MODELITY :**

\* Mutation in various departments and Noting of Charge over the Property

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

**Annexure – D:** Certified that this Search Report has been issued taking into consideration the contents and instructions specified in Bank's e-Cr. No. CPP/SGS/CIR/S, Dated 12/04/2013.

Date : 25.07.2017  
Place : Nagpur

Hemant Tambat  
Advocate



**SCHEDULE OF THE PROPERTY**

ALL THAT piece and parcel of land comprising Khasra No. 43/2/4/1 admeasuring 3.02 H.R., 43/2/4/2 admeasuring 2.18 H.R., 43/2/4/3 admeasuring 2.18 H.R. and 43/2/4/4/A admeasuring 1.01 H.R., thus-totally admeasuring 8.39 H.R. (as per 7/12 extracts), of Mouza – Kanholi, Talathi Saza No. 48, Taluka – Hingna, District – Nagpur and the said plot of land is bounded as under:

|              |   |                 |
|--------------|---|-----------------|
| On the East  | - | Khasra No. 44   |
| On the West  | - | Vena River      |
| On the North | - | Khasra No. 43/1 |
| On the South | - | Khasra No. 56   |

Place : Nagpur  
Date : 25.07.2017

Hemant A. Tambat  
Advocate

