Res. : 54 Sawarkar Nagar,
Khamla Road, Nagpur-15
Mb.9822936551

Ashwin R. Patil
ADVOCATE

TITLE INVESTIGATION REPORT

Annexure – B: Report of investigation of Title in respect of Immovable Property (All columns/items are to be completed/commented by the panel advocate)

1	a)Name of the Branch/ Business Unit/Office seeking opinion.	STATE BANK OF INDIA, RACPC, Nagpur
	b)Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Master Search
	c)Name of the Borrower.	Prospective buyer / borrower
2	a)Name of the unit/concern/ company/person offering the property/ (ies) as security.	Prospective buyer / borrower
	b)Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Person
	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.	**(SCHEDULE – A)** ALL THAT Piece and Parcel of land bearing Plot No. 1 out of the sanctioned layout, containing by total admeasurements 6418.762 Sq. Mtrs. **(i.e. 69,091.554 Sq. Ft.)** being a portion of the entire land bearing Khasra No. 67/2 of Mouza SHANKARPUR, Patwari Halka No. 42 TOGETHERWITH a Multistoreyed Building proposed to be constructed on the said Plot of land and to be known and styled as **"DAHELIA"** in Wing "A" and **"GERBERA"** in Wing "B" (The aforesaid Buildings are part of the entire scheme/complex is to be collectively known and styled as **"SHIV ELITE"**), situated at Village – Shankarpur, within the limits of the Grampanchayat Shankarpur in Tahsil Ngpur Rural and District NAGPUR **(SCHEDULE – B)** ALL THAT Piece and Parcel of land bearing Plot No. 2 out of the sanctioned layout, containing by total admeasurements 9168.091 Sq. Mtrs. **(i.e. 98663.8035 Sq. Ft.)** being a portion of the entire land bearing Khasra No. 67/2 of Mouza SHANKARPUR, Patwari Halka No. 42 TOGETHERWITH a Multistoreyed Building proposed to be constructed on the said Plot of land and to be known and styled as **"MAPLE"** in Wing "A", **"ROSE"** in Wing "B", **"MARGERITA"** in Wing "C", **"OLEANDER"** in Wing "D", **"ASTER"** in Wing "E" (The aforesaid Buildings are part of the entire scheme/complex is to be collectively known and styled as **"SHIV ELITE)** situated at Village – Shankarpur, within the limits of the Grampanchayat Shankarpur in Tahsil Ngpur Rural and District NAGPUR
	(a) Survey No.	67/2
	(b) Door/House no. (in case of house property)	---
	(c) Extent/ area including plinth/ built up area in case of house property	Plot No. 1 area of 6418.762 Sq. Mtrs and Plot No. 2 area of 9168.091 Sq. Mtrs.
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries. Boundaries of Plot No. 1. On The East - Plot No. 2, On The West - Khasra No. 67/1, On The North - Khasra No. 69 On The South - Open Space	Mouza – SHANKARPUR in Tahsil – Nagpur (Rural) and District – NAGPUR

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	Boundaries of Plot No. 2 On The East - Khasra No. 68, On The West - Plot No. 1, On The North - Khasra No. 69 On The South - Amenity Space				
4	a)Particulars of the documents scrutinized-serially and chronologically.				
	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.
	1	16.12.2015	Sale Deed for Kh. No. 67/2 having an area of 2.02 Hector R., executed by (1) Shri Vilas Anant Morghade, (2) Shri Shirish Anant Morghade in favour of M/s. Om Shivam Buildcon Private Limited acting through its Director Shri. Chandrashekhar Kisanrao Kapse, which is duly registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 8552/2015 on 16.12.2015.	Original	Original
	2	28.12.2015	Non-Agricultural Order for land area of 2.02 Hectare R. (i.e. 20200.00 Sq. Mtrs.) of Khasra Nos. 67/2 passed in Revenue Case No. 75/N.A.P.-34/2015-2016.	Original	Original
	3	09.11.2015	Layout Development Agreement of land area of 2.02 Hectare R. (i.e. 20200.00 Sq. Mtrs.) of Khasra Nos. 67/2 of Mouza – SHANKARPUR made between (1) Shri Vilas Anant Morghade, (2) Shri Shirish Anant Morghade with The Nagpur Improvement Trust, Nagpur, Special Planning Authority appointed by the Govt. of Maharashtra for Nagpur Metropolitan Area.	Original	Original
	4	09.11.2015	Letter of Layout sanctioned of Khasra Nos. 67/2 issued by Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur vide Letter No. EE(Metro)AE(m-1)/3578.	Original	Original
	5	07.12.2015	Release Letter for Plot No. 1 and 2 issued by the Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Release Letter No. E.E.(Metro)/A.E.-1/3787 on 07.12.2015. As per the said Release Letter the area of the said Plot No. 1 is shown and declared as 6418.762 Sq. Mtrs. and Plot No. 2 is shown and declared as 9186.091 Sq. Mtrs.	Original	Original
	6	28.03.2016	Building Permit and Map	Original	Original

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		(Dispatch Date 30.03.2016)	sanctioned for Plot No. 1 sanctioned and approved by the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Building Permit No. B.E. (Metro)/South/Nagpur (Rural)/Case No. MB500/20151209143/766		
	7	30.03.2016	Deed of Declaration relating to the property comprising Plot No. 1, which is duly registered in the office Sub-Registrar Nagpur (Rural)-7 in Book No.1, at Sr. No. 2602/2016 on 30.03.2016.	Original	Original
	8	31.03.2016 (Dispatch Date 02.04.2016)	Building Permit and Map Sanctioned Plot No. 2 sanctioned and approved by the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Building Permit No. B.E. (Metro)/South/Nagpur (Rural)/Case No. MB-3723/20161211233/770	Original	Original
	9	02.04.2016	Deed of Declaration relating to the property comprising Plot No. 2, which is duly registered in the office Sub-Registrar Nagpur (Rural)-7 in Book No.1, at Sr. No. 2714/2016 on 02.04.2016.	Original	Original
	10		7/12 extract	Original	Original
	11		Grampanchayat Tax Receipt paid upto 2016	Original	Original
	12	12.04.2016	Acknowledgement of Original documents deposited with ICICI Bank Ltd.	Original	Original

5	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)	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?	No
	b)If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	Not applicable
	c)Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	Yes
7	a)Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar Nagpur (Rural) Nos. 7 and 10
	b)Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	Sub Registrar Nagpur (Rural) Nos. 7 and 10
	c)Whether search has been made at all the 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 the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for Clearance of such clog on the Title.	As per attached separate sheet
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 Rights

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10	If leasehold, whether;	
	a)lease Deed is duly stamped and registered	Not applicable
	b)lessee is permitted to mortgage the Leasehold right,	Not applicable
	c)duration of the Lease/unexpired period of lease,	Not applicable
	d)if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not applicable
	e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not applicable
	f)Right to get renewal of the leasehold rights and nature thereof.	Not applicable
11	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	Not applicable
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not applicable
	the mortgagor is competent to create charge on such property,	Not applicable
	whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not applicable
12	If occupancy right, whether;	
	a)Such right is heritable and transferable,	Not applicable
	b)Mortgage can be created.	Not applicable
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not applicable
14	If the 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 the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Not applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not applicable
	f) Whether the Donee is in possession of the gifted property;	Not applicable
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not applicable
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not applicable
15	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit, if not the modality/procedure to be followed to create a valid and enforceable mortgage. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (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. (e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not applicable
16	Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will?	No
	(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	Not applicable

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	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.)	
17	(a) Whether the property is subject to any wakf rights?	Not applicable
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not applicable
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not applicable
18	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not applicable
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not applicable
19	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not applicable
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not applicable
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not applicable
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not applicable
20	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Not applicable
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	No
22	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Yes
23	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	No
24	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not applicable
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not applicable
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not applicable
25	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No
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?	Not applicable
	(b) Whether the POA involved is one coupled with interest, i.e. a	Not applicable

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	Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Not applicable
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	No
	(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? 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?	Not applicable
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not applicable
	(g) Please comment on the genuineness of POA?	Not applicable
	(h) The unequivocal opinion on the enforceability and validity of the POA?	Yes
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.	Yes
29	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Property is apartment
	(a) Promoter's/Land owner's title to the land/ building;	Land owner Acquired the title by Sale Deed
	(b) Development Agreement/Power of Attorney;	Yes
	(c) Extent of authority of the Developer/builder;	Land Owner itself Developer
	(d) Independent title verification of the Land and/or building in question;	Not Applicable
	(e) Agreement for sale (duly registered);	No
	(f) Payment of proper stamp duty;	No
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Not Applicable
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	(i) Conveyance in favour of Society/ Condominium concerned;	Not applicable
	(j) Occupancy Certificate/allotment letter/letter of possession;	Not applicable
	(k) Membership details in the Society etc.;	Not applicable
	(l) Share Certificates;	Not applicable
	(m) No Objection Letter from the Society;	Not applicable
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not applicable
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Not applicable
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
30	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Yes, obtained Project Finance From ICICI Bank Ltd,

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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.	Nagpur Property presently mortgaged with ICICI Bank Ltd, Nagpur
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Tax paid upto 2016
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.	Yes, Name of the present owner is mutated on the record of 7/12 extract
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? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Yes Yes Yes
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	Property is under construction Hence bills are not available
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. (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
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.	Not applicable
43	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes
44	Additional aspects relevant for investigation of title as per local laws.	No
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	To obtain NOC for mortgage from ICICI Bank Ltd, Nagpur
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Prospective buyer

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THAT ALL THAT Piece and Parcel of Agricultural land bearing Kh. No. 67/2 having an area of 2.02 Hector R., Rental Rs. 5.20 held in Occupancy Class – I Rights of Mouza – SHANKARPUR, P.H. No. 42 situated at Village – Shankarpur, in Tahsil Ngpur Rural and District NAGPUR belongs to (1) Shri Vilas Anant Morghade, (2) Shri Shirish Anant Morghade, as a recorded Owners thereof and their names accordingly mutated in all relevant records.

THAT (1) Shri Vilas Anant Morghade, (2) Shri Shirish Anant Morghade transferred/sold the Kh. No. 67/2 having an area of 2.02 Hector R., Rental Rs. 5.20 held in Occupancy Class – I Rights of Mouza – SHANKARPUR, P.H. No. 42 situated at Village – Shankarpur, in Tahsil Ngpur Rural and District NAGPUR by way of sale to M/s. Om Shivam Buildcon Private Limited acting through its Director Shri. Chandrashekhar Kisanrao Kapse, by a Sale Deed Dated 16.12.2015, which is duly registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 8552/2015 on 16.12.2015.

THAT the aforesaid (1) Shri Vilas Anant Morghade, (2) Shri Shirish Anant Morghade had applied for conversion of the land area of 2.02 Hectare R. (i.e. 20200.00 Sq. Mtrs.) of Khasra Nos. 67/2 for Non-Agricultural use. Considering his request the Collector, Nagpur lateron vide its Order Dated 28.12.2015 passed in Revenue Case No. 75/N.A.P.-34/2015-2016 converted the said land for Residential use.

THAT the aforesaid (1) Shri Vilas Anant Morghade, (2) Shri Shirish Anant Morghade had prepared a layout of the said land area of 2.02 Hectare R. (i.e. 20200.00 Sq. Mtrs.) of Khasra Nos. 67/2 by carving out Plot of land therein. And the said layout is duly sanctioned by the Nagpur Improvement Trust.

THAT the Layout Development Agreement of land area of 2.02 Hectare R. (i.e. 20200.00 Sq. Mtrs.) of Khasra Nos. 67/2 of Mouza – SHANKARPUR Dated 09.11.2015 made between (1) Shri Vilas Anant Morghade, (2) Shri Shirish Anant Morghade with The Nagpur Improvement Trust, Nagpur, Special Planning Authority appointed by the Govt. of Maharashtra for Nagpur Metropolitan Area and also issued layout sanctioned Letter of Terms and Conditions vide its Letter No. EE(Metro)AE(m-1)/3578 Dated 09.11.2015 issued by Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur.

THAT, on receipt of development charges in respect of Plot Nos. 1 and 2 the Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur has Released the said Plot Nos. 1 and 2 out of the sanctioned layout vide its Release Letter No. E.E.(Metro)/A.E.-1/3767 on 07.12.2015. As per the said Release Letter the area of the said Plot No. 1 is shown and declared as 6418.782 Sq. Mtrs. and Plot No. 2 is shown and declared as 9166.091 Sq. Mtrs.

THAT, M/s. Om Shivam Buildcon Private Limited have now decided to develop Plot No. 1 and 2 being a portion of the land bearing Khasra No. 67/2 into a

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RESIDENTIAL ESTATE by constructing various Multistoreyed Buildings thereon, each building consisting of various self contained separate Apartments therein.

THAT accordingly it prepared a Plan of a 2 (Two) separate Multistoreyed Building proposed to be constructed on the said Plot No. 1 to be known and styled as "DAHELIA" in Wing "A" and "GERBERA" in Wing "B" (The aforesaid Buildings are part of the entire scheme/complex is to be collectively known and styled as "SHIV ELITE). and the same is sanctioned and approved by the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Building Permit No. B.E. (Metro)/South/Nagpur (Rural)/Case No. MB500/20151209143/766 Dated 28.03.2016 (Dispatch Date 30.03.2016).

THAT, the aforesaid entire property is also submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration Under Section 2 of the said Act and the said Deed of Declaration dated 30.03.2016 relating to the property comprising Plot No. 1, which is duly registered in the office Sub-Registrar Nagpur (Rural)-7 in Book No.1, at Sr. No. 2602/2016 on 30.03.2016.

THAT in the like manner accordingly it prepared a Plan of a 5 (Five) separate Multistoreyed Building proposed to be constructed on the said Plot No. 2 to be known and styled as "MAPLE" in Wing "A", "ROSE" in Wing "B", "MARGERITA" in Wing "C", "OLEANDER" in Wing "D", "ASTER" in Wing "E" (The aforesaid Buildings are part of the entire scheme/complex is to be collectively known and styled as "SHIV ELITE). and the same is sanctioned and approved by the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Building Permit No. B.E. (Metro)/South/Nagpur (Rural)/Case No. MB-3723/20151211233/770 Dated 31.03.2016 (Dispatch Date 02.04.2016).

THAT, the aforesaid entire property is also submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration Under Section 2 of the said Act and the said Deed of Declaration dated 02.04.2016 relating to the property comprising Plot No. 2, which is duly registered in the office Sub-Registrar Nagpur (Rural)-7 in Book No.1, at Sr. No. 2714/2016 on 02.04.2016.

That lateron M/s. Om Shivam Buildcon Private Limited availed Project Finance from ICICI Bank Ltd, Nagpur, as a result therefore the said Property is presently mortgage with ICICI Bank Ltd, Nagpur.

The links in the title history of last 30 years of chain of title have been properly established.

Date: 12.04.2016
Place: Nagpur

Signature of the Advocate
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Advocate
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CHALLAN
MTR Form Number-6

GRN	MH007978279201516E	BARCODE		Date	10/03/2016-15:15:19	Form ID
Department	Inspector General Of Registration			Payer Details		
Type of Payment	Search Fee			TAX ID (If Any)		
	Other Items			PAN No. (If Applicable)		
Office Name	NGP7_JT NAGPUR NO 7 SUB REGISTRAR			Full Name	Adv Ashwin Patil	
Location	NAGPUR					
Year	2015-2016 Annual From 01/04/2015 To 31/03/2016			Flat/Block No.	54	
	Account Head Details	Amount In Rs.		Premises/Building		
0030072201	SEARCH FEE	375.00		Road/Street	Sawarkar Nagar	
				Area/Locality	Nagpur	
				Town/City/District		
				PIN	4 4 0 0 1 5	
				Remarks (If Any)		
				Years 2002 to 2016 Plot No. 1 and 2		
				Mouza SHANKARPUR Kh. No. 67/2 Tah,		
				Nagpur Rural Dist. Nagpur		
				Amount In	Three Hundred Seventy Five Rupees Only	
Total		375.00		Words		
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK		
	Cheque-DD Details			Bank CIN	REF No.	00040672016031C03740 IKA6031278
Cheque/DD No				Date	10/03/2016-15:15:51	
Name of Bank				Bank-Branch	STATE BANK OF INDIA	
Name of Branch				Scroll No. , Date	Not Verified with Scroll	

Mobile No. : 9822936551

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

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

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

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

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

5. The property is presently Mortgage with ICICI Bank Ltd, Nagpur, The property appears to be free from all Encumbrances only after payment of balance loan amount of ICICI Bank Ltd, Nagpur.

6. The Mortgage if created, after obtaining No Objection Certificate from ICICI Bank Ltd, Nagpur will be available to the Bank for the Liability of Prospective Borrower.

7. I certify that Prospective Borrower have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above certified copies of title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deeds and the said Mortgage would be enforceable.

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

1. Copy of Sale Deed Dated 16.12.2015 for Kh. No. 67/2 having an area of 2.02 Hector R., of M/s. Om Shivam Buildcon Private Limited.
2. Copy of Non-Agricultural Order Dated 28.12.2015 for land area of 2.02 Hectare R. (i.e. 20200.00 Sq. Mtrs.) of Khasra Nos. 67/2.
3. Copy of Layout Development Agreement Dated 09.11.2015 of land area of 2.02 Hectare R. (i.e. 20200.00 Sq. Mtrs.) of Khasra Nos. 67/2 of Nagpur Improvement Trust.
4. Copy of Letter Dated 09.11.2015 of Layout sanctioned of Khasra Nos. 67/2 issued by Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur.
5. Copy of Release Letter Dated 07.12.2015 for Plot No. 1 and 2 issued by the Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur.
6. Copy of Building Permit and Map sanctioned Dated 28.03.2016 (Dispatch Date 30.03.2016) for Plot No. 1
7. Copy of Deed of Declaration dated 30.03.2016 relating to the property comprising Plot No. 1.

ASHWIN R. PATIL
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Khamla Road, Nagpur-15