

	(vi) Locations: The name of the place, village, city, registration, sub-district etc. boundaries.	Moora Jambha, Plot No. 16, City Survey No. 409 & 648 and Ward No. 73(871) & 44(772), Ward No. 74, Situated at Jambha, Nagpur, Teh. & Dist. Nagpur.	
4.	(i) Particulars of the documents mentioned serially and chronologically. (ii) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts shall be registering/land revenue/other authorities be examined.	As Listed Below	
Sr. No.	Particulars of the documents mentioned	Name of parties	Original/Certified Photocopy/True Copy Original Dep. with LCO Bank
1.	Suk. Deed Dt. 23.09.2014, Regd. at Sr. No. 5529, in respect of Plot No. 10.	M/s. Navellus Infrastructure , A Partnership Firm, Through its Partners	Original with LCO Bank
2.	Suk. Deed Dt. 11.12.2012, Regd. at Sr. No. 6277, in respect of land of Kh. No. 78, 166, 167 & 168.	M/s. Shri Keshavnagar Builders & Developers, a Partnership Firm, Through its Partners	Original with Land Owner
3.	City Survey Property Card Dt. 22.10.2014, in respect of Plot No. 10, bearing City Survey No. 648.	M/s. Navellus Infrastructure , A Partnership Firm, Through its Partners	Original with Scheme Owner
4.	N. A. Order Dt. 04.06.2013, in respect of Field Survey No. 166, 167 & 168, passed by The Additional Collector, Nagpur in Revenue Case No. 74 N.A.P. 34/2012-2013.	M/s. Shri Keshavnagar Builders & Developers, a Partnership Firm, Through its Partners	Original with Land Owner
5.	N. A. Order Dt. 04.06.2013, in respect of Field Survey No. 78, passed by The Additional Collector, Nagpur in Revenue Case No. 75 N.A.P. 34/2012-2013.	M/s. Shri Keshavnagar Builders & Developers, a Partnership Firm, Through its Partners	Original with Land Owner
6.	Town Planning Layout Sanctioned Letter bearing No. 08 Dt. 27.07.2013, in respect of land of Kh. No. 78, 166, 167 & 168, where in the said Plot No. 10 is situated.	M/s. Shri Keshavnagar Builders & Developers, a Partnership Firm, Through its Partners	Original with Land Owner
7.	Town Planning sanctioned Layout Map as per letter No. 08 Dt. 23.07.2013, in respect of land of Kh. No. 78, 166, 167 & 168, where in the said Plot No. 10 is situated.	M/s. Shri Keshavnagar Builders & Developers, a Partnership Firm, Through its Partners	Original with Land Owner
8.	BMC Plot Release Letter Dt. 24.12.2013, bearing Letter No. 05b, in respect of Plot No. 10 amongst others.	M/s. Shri Keshavnagar Builders & Developers, Through its Partners	Original with Land Owner

9.	Nature of Title of the intended Mortgage over the Property (whether full ownership rights, Leasehold Rights, Occupancy, Possessory Rights or Joint Holder or Govt. Guarantee/Affirmation etc.)	Mutik, Mukham Free Hold rights of independent Apartment Scheme Known and Styled as "AMALTAN"
10.	If Leasehold, whether:	
	a) Lease Deed is duly stamped and registered by Lessor. Is permitted to mortgage the Leasehold right.	N/A
	b) Duration of the Lease/unexpired period of lease.	N/A
	c) If a sub-lease, check the Lease Deed in favour of Lessor as to whether Lease Deed permits sub-letting and mortgage by Sub-Lessor also.	N/A
	d) Whether the leasehold right permits for the creation of any superstructure (if applicable)?	N/A
	e) Right to get renewal of the leasehold rights and return thereof.	N/A
11.	If Govt. grant/ allotment/Lease-own/Lease Agreement, whether:	N/A
	Grant/ Agreement etc. provides for alienable rights to the mortgage with or without conditions.	N/A
	The mortgagee is competent to create charge on such property.	N/A
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N/A
12.	If occupancy right, whether:	N/A
	a) Such right is heritable and transmissible.	N/A
	b) Mortgage can be created.	N/A
13.	Nature of Minor's interest, if any and if so whether creation of mortgage could be possible, the modality/procedure to be followed and the reasons for coming to such conclusion.	Nil Observed
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	N/A
	a) The Gift/Settlement Deed is duly stamped and registered.	N/A
	b) The Gift/Settlement Deed has been attested by two witnesses.	N/A
	c) The Gift/Settlement Deed Transfers the property to Donee.	N/A
	d) Whether the Donee has accepted the gift by signing the GSD or by a separate writing or by implication by actions.	N/A
	e) Whether there is any restriction on the Donee in alienating the gift/settlement deed in question.	N/A
	f) Whether the Donee is in possession of the gifted property.	N/A
	g) Whether any life interest is reserved for the Donee or any other person, say whether there is a need for any other person to join the creation of mortgage.	N/A
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N/A

20.	NMC recommendation regarding fire safety measures vide Letter No. GA/2588/FB, Dt. 17.07.2016, in respect of construction on Plot No. 10.	M/s Navellus Infrastructure, A Partnership Firm, Through its Partner,	Original with Scheme Owner
21.	Deed of Declaration Dt. 01.03.2016, Regd. at Sr. No. 1168, for scheme on Plot No. 10.	M/s Navellus Infrastructure, Through its Partner,	Original with Scheme Owner
22.	Copy of Deed of Partnership Dt. 01.09.2012, duly signed by the all Four Partners of Firm.	M/s Navellus Infrastructure	Original with Scheme Owner
23.	Agreement of Sale of Apartment Dt. 18.08.2016, in respect of Apartment No. 401.	Mrs. Kiran Wis Rajendra Chokhani	Original
f. Whether certified copy of all title document are obtained from relevant Sub-registrar office and compared with the documents made available by the proposed mortgagee? (Pls. also enclose all such certified copies and relevant fee receipts along with the TOR.)			
a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?		Yes	
b) If such online/computer records are available, whether any verification of entries checking the same and the comments/findings in this regard.		Online Computer Records are available since the year 2013 onwards.	
c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?		Not Possible for want of availability of system, hence not made.	
g) a) Property offered as security falls within the jurisdiction of which sub-registrar office?		Nagpur City	
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 City No. 1 to 6 and 8 and 9; Now No. 9 office is abolished.	
c) Whether search has been made at all the offices named at the above?		Yes, wherever the Documents concerned are Registered.	
d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?		No.	
h. 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/tenants to the current title holder. And whenever 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. In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)		Chain of title is provided herein under.	

Annexure – C3 :

Certificate of Title on the Basis of Certified copies of the Title Deeds

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

2. I have examined the Certified copies of Documents in detail, taking into account all the Guidelines in the check list vide Annexure II 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 (or) Office (s), Revenue Records, Mortgage / Panchayat Office, Land Acquisition Office, Register of Companies Office, Work Board (wherever applicable). Except the mortgage created in favour of **ECO Bank, Nagpur**, I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage on production of the original title deeds. I am liable / responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

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

5. Except the mortgage created in favour of **ECO Bank, Nagpur**, there are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1986 to 2017 pertaining to the Immovable Property (s) covered by above said Certified copies Title Deeds. Otherwise The property appears to be free from all Encumbrances.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagee and the Bank. (The Property is in First Charge of the Bank).

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

8. The Mortgage if created, will be available to the Bank for the Liability of the lending Purchaser / Borrower **Mrs. Kiran W/o Rajendra Chokhani** on obtaining NDR for Sale and Mortgage of concerned individual apartment from **ECO Bank, Nagpur**.

9. I certify that Individual Borrowers/ Purchasers **Mrs. Kiran W/o Rajendra Chokhani** shall have an absolute, clear and Marketable title over the Schedule property (s). I further certify that the above certified copies of title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deeds and the said Mortgage would be enforceable on obtaining NDR for Sale and Mortgage of concerned individual apartment from **ECO Bank, Nagpur**.

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

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

	(c) If no additional precautions/precautions to be obtained for creation of valid mortgage?	N.A.
	(d) Requirements, if any, for creation of mortgage as per the central/state laws applicable to the state in the matter.	N.A.
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage. (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?	The Property is Non Agricultural land for Residential Purpose. N.A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Permission of conversion of agricultural land for Residential purpose, vide N. A. Order Dt. 01.06.2013, in respect of Field Survey No. 166, 167 & 168, passed by The Collector, Nagpur in Revenue Case No. 74NAP-34/2012, 2013 and vide N. A. Order Dt. 04.06.2013, in respect of Field Survey No. 76, passed by The Collector, Nagpur in Revenue Case No. 75NAP-34/2012, 2013.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, Worker Sections, Miners, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)	N.A.
22.	(a) Whether property is subject to any pending or proposed land acquisition proceedings? (b) Whether any search inquiry is made with the Land Acquisition Office and the outcome of such search inquiry.	Nil Observed N.A.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded? (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? (c) Whether the title documents have any court seal marking which points out any litigation attaching security to court in respect of the property in question? In such case please comment on such seal marking.	Nil Observed N.A. Nil Observed
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered. (b) Property belonging to partners, whether there is a charge? Whether formalities for same are completed as per applicable laws? (c) Whether the person creating mortgage has the authority to create mortgage for and on behalf of the firm.	Yes, the Property presently belong to a Partnership firm and all the formalities in this regard are duly complied with. N.A. N.A.

	(c) If so additional precautions/precautions to be obtained for creation of valid mortgage?	N.A.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the land in the matter.	N.A.
30.	(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.	The Property is Non Agricultural land for Residential Purpose.
	(b) In case of agricultural property other relevant records/documents as per local laws if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N.A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed; permission obtained.	Permission of conversion of agricultural land for Residential purpose, vide N. A. Order Dt. 01.06.2013, in respect of Field Survey No. 166, 167 & 168, passed by The Collector, Nagpur in Revenue Case No. 74/NAP-14/2012-2013 and vide N. A. Order Dt. 04.06.2013, in respect of Field Survey No. 76, passed by The Collector, Nagpur in Revenue Case No. 75/NAP-14/2012-2013.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the cautious security (viz. Agricultural Laws, Wakaf Societies, Municipalities, Land Laws, RTI regulations, Coastal Zone Regulations, Environmental Clearance, etc.)	N.A.
22.	(a) Whether property is subject to any pending or proposed land acquisition proceedings?	Not Observed
	(b) Whether any search/enquiry is made with the Land Acquisition Officer and the outcome of such search/enquiry.	N.A.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Not Observed
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/ marking.	Not Observed
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Yes the Property presently belong to a Partnership firm and all the formalities in this regard are duly complied with.
	(b) Provey belonging to partners, whether there is a lien/hold? Whether formalities in same are completed as per applicable laws?	N.A.
	(c) Whether the person(s) creating mortgage have/has authority to create mortgage for and on behalf of the firm.	N.A.

29.	If the Property is a flat/apartment of residential/commercial complex, check and comment on the following: (a) Promoter's Land owner's title to the land/building; (b) Development Agreement/Power of Attorney; (c) Extent of authority of the Developer/builder; (d) Independent title verification of the Land and/or building in question; (e) Agreement for sale duly registered; (f) Payment of proper stamp duty; (g) Requirement of registration of sale agreement/development agreement, PDA, etc.; (h) Approval of building plan, permission of appropriate local authority, etc.; (i) Conveyance in favour of Society / Condominium concerned; (j) Occupancy Certificate/possession letter/letter of possession; (k) Membership details in the Society etc.; (l) Mutu Certificate; (m) No Objection Letter from the Society; (n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.; (o) Regulations, for raising the Bank charges on the records of the Housing Society, if any; (p) If the property is a vacant land and construction is yet to be made, approval of layout and other permissions, if any; (q) Whether the membership pattern of the society fully in all documents such as Approved plan, agreement plan, etc.	Property is Residential Apartment situated in "AMALTAS" Scheme, Outright Land Owner Owner/Developer of the scheme Owner/Developer of the scheme Master search is already carried Longstanding Agreement to Sale is executed Not Paid Developer/Intending purchaser Agreement of Sale/Sale Deed is required to be registered. Building Plans are duly approved. Scheme is already submitted to the provisions of Mah. Appt. Ownership Act, 1970 To be issued in favour of the Borrower/Intending purchaser. N/A N/A Duly complied with regarding building sanction and permit N/A Layout is duly approved and documented. Membership Pattern tallies with rest of the documents and sanctions
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.	The said Scheme Property is presently mortgaged with UCB Bank, Nagpur for the Project loan availed from the said Bank, hence NOC for Sale and Mortgage shall be obtained.
31.	The period covered under the Encumbrance Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	2014-17 (02 Years) Receipt No. 2119298 08.08.06.2017
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Corporation taxes are not yet assessed in respect of land of Plot No. 10. Tax receipt to be obtained in due course of time.
33.	(a) If the land ceiling clearance, whether required and if so, details thereof. (b) Whether No objection Certificate under the Income Tax Act is required/obtained.	Not Required Not Required
34.	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	City Survey Property Card extract is enclosed herewith in the name of the Present owner/developer firm.

35. Whether the name of mortgagee is reflected in owner in the revenue/Municipal/Village records?	Mortgagee is yet to become the owner of the apartment property.
36. (a) Whether the property offered as security is clearly demarcated?	Yes
(b) Whether the demarcation/partition of the property is legally valid?	Yes
(c) Whether the property has clear access as per documents?	Yes
37. Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	
(a) Document in relation to electricity connection.	Not Provided as the building is under construction
(b) Document in relation to water connection.	Not Provided as the building is under construction
(c) Document in relation to Sales Tax Registration, if any applicable.	N.A.
(d) Other utility bills, if any.	N.A.
38. In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other document (such as valuation report, utility bills, etc.) or the actual extent boundary? If so please elaborate comment on the same.	The boundaries are accurately mentioned in the Sale Deed, Building Maps and other title document.
39. If the valuation report under approved sanctioned plan are made available, please comment on the same including the comments on the description and boundaries of the property on the said documents and that in the title deeds.	The description and boundaries of the property on the said document and that in the title deeds are in consonance.
(If the valuation report and/or approved plan are not available at the time of preparation of TOR, please provide these comments subsequently, on making the same available to the advocate.)	Valuation Report shall be obtained on bank record while processing individual cases.
40. Any harmonization for creation of mortgage under any local or special enactment, details or proper registration of documents, payment of proper stamp duty etc.	The Sale and Mortgage NOC for Apartment No. 401 shall be obtained from UCO Bank, Nagpur.
41. Whether the Bank will be able to enforce SARDI/SL Act, if required against the property offered as security?	Yes
42. In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	All the original title deeds in respect of individual apartment No. 401, situated in "AMALTAN" Scheme shall be available for Mortgage.
43. Whether the governing law/institutional documents of the mortgagee (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	The Mortgage will be created by Natural Persons i.e. individual purchasers/borrowers.
44. Additional aspects relevant for investigation of title or per local laws.	1. All the original Title Documents in respect of the Apartment to be purchased by the borrower such as Agreement of Sale & Sale Deed shall be obtained on the Bank's Record.

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

That, All that Piece and Parcel of Non-Agricultural & Town Planning Sanctioned land bearing Residential Plot No. 10, admeasuring 2334.217 Sq. Mtrs. (i.e. 25125.51 Sq. Ft.) being a portion of the entire land bearing Kk. No. 78, 166, 167 & 168 of Mouza – Jaitula, P.H. No. 41, bearing City Survey No. 489 & 648 and Sheet No. 37(571) & 44(577), Ward No. 74, Situated at Jaitula, Nagpur, Tah. & Dist. Nagpur was originally part of agricultural land of Kk. No. 78, 166, 167 & 168, land covering total an area of 7.68 H.R. i.e. 76,800.00 Sq. Mtrs. and was belonged to 1) Shri Madhukar Parashottam Dhabu, 2) Shri Prabhakar Parashottam Dhabu, 3) Mrs. Saral Parashottam Dhabu, 4) Shri Shrikish Mahand Dhabu, 5) Shri Girish Mahand Dhabu, 6) Shri Kanchan Mahand Dhabu and 7) Mrs. Naina Kamdhak Tarasakar, being their ancestral agricultural property having received the same in ancestral succession.

That, out of the above said owners, namely Shri Mahand Parashottam Dhabu, Shri Madhukar Parashottam Dhabu, Mrs. Saral Parashottam Dhabu & Shri Prabhakar Parashottam Dhabu executed Special Power of Attorney in favour of Mrs. Suchita Nanjee Behadani, on dated 11.07.2006, which is duly registered in Sub-Registrar Nagpur-4 at Sr. No. 3294 on even date. Thereby granting powers to the said P.O.A. to dispose of their respective share in the aforesaid property. That, the necessary corrections in the above said Special Power of Attorney, to mention the schedule of the property in the said Power of Attorney, has been carried by the above said land owner by executing Deed of Correction to Special Power of Attorney, Dt. 06.11.2007, which is duly registered in Sub-Registrar Nagpur-2 at Sr. No. 6373 on even date.

That, the above said joint owners, 1) Shri Madhukar Parashottam Dhabu, 2) Shri Prabhakar Parashottam Dhabu, 3) Mrs. Saral Parashottam Dhabu, 4) Shri Shrikish Mahand Dhabu, 5) Shri Girish Mahand Dhabu, 6) Shri Kanchan Mahand Dhabu and 7) Mrs. Naina Kamdhak Tarasakar, in their own sold out the agricultural land of above stated Kk. No. 78, 166, 167 & 168, covering total an area of 7.68 H.R. i.e. 76,800.00 Sq. Mtrs. to M/s Shri Kulkarnishwar Builders & Developers, through its Partners: Shri Madhus. Wamanrao Deshpande & Shri Abhijit Suparnag Budhant, vide Sale Deed Dt. 11.12.2012, which is duly registered in the Office of Sub-Registrar, Nagpur-4 at Sr. No. 6227 on even date.

That, SRO, Nagpur Permission regarding Sale of land of Kk. No. 78, 166, 167 & 168, Dt. 03.06.2012, has been obtained vide Order passed in Revenue Case No. 5839-23701-12 by the SRO, Nagpur and also vide another Order of the same authority Dt. 07.06.2012, passed in Revenue Case No. 5739-23701-12.

That the aforesaid entire land comprising Kk. No. 78 admeasuring 2803.265 Sq. Mtrs. out of 0.39 H.R. land i.e. 3900 Sq. Mtr. of Mouza-Jaitula is converted for N.A. Residential land under the N.A. Order Passed by the Additional Collector, Nagpur, in revenue Case No. 75/NAP-34/2012-2013 on Dt. 04.06.2013 and land of Kk. No. 166, 167 & 168 admeasuring 6889.427 Sq.Mtrs. land out of 7.29 H.R. land i.e. 72900 Sq. Mtr. of Mouza-Jaitula is converted for N.A. Residential land under the N.A. Order Passed by Additional Collector, Nagpur, in revenue Case No. 34/NAP-34/2012-2013 on Dt. 04.06.2013.

That, the said M/s Shri Kulkarnishwar Builders & Developers, through its Partners, as per the terms of the above said N.A. Orders, prepared a Plan of the layout for the said Kk. No. 78, 166, 167 & 168 of Mouza-Jaitula consisting of various Plots of different sizes therein and the said layout is duly sanctioned and approved by the Assistant Director Town Planning, NMC, Nagpur vide its Letter bearing No. 08 of Dt. 23.07.2013. As per the said Sanctioned Layout Plan, the area of the said Plot No. 10 is shown and depicted as 2334.217 Sq. Mtrs. (i.e. 25125.51 Sq. Ft.).

That, the aforesaid Plot No. 10 & others are released by the NMC, Nagpur for construction purpose vide its Letter No. NMC/TPO/09, Dt. 24.12.2013 in favour of M/s Shri Kulkarnishwar Builders & Developers, through its Partners.

That, the aforesaid **M/s Shri Kothureswar Builders & Developers**, through its Partners, later on transferred the aforesaid property of land bearing Plot No. 10, admeasuring 2334.217 Sq. Mtrs. (i.e. 23125.31 Sq. Ft.) by way of Sale to **M/s. Novellus Infrastructure**, a Partnership Firm, through its Partners, 1) **Shri Vivek Babanrao Harskule**, 2) **Shri Pravin Ratnakarji Jain**, 3) **Shri Ashok Sakalip Singh** and 4) **Shri Prafulla Bhauraoji Rewatkar**, vide Sale Deed DR. 25/09/2014, which is duly registered in the Office of Sub-Registrar, Nagpur-4 at Sr. No. 5179 on even date.

That after becoming the absolute owner of the aforesaid property, the said Present Owner **M/s. Novellus Infrastructure**, a Partnership Firm, through its Partners, has duly mutated its name in the records of the NMC and City Survey, Nagpur as the owner of the aforesaid land property bearing Plot No. 10.

That as the said land is situated within the Jurisdiction of Airport Authority of India Ltd., necessary height permission for carrying out the building construction on the above land has been duly obtained by the land owner/developer firm from the Airport Authority of India vide its NDC letter DR. 18/01/2013. The permissible height of construction as provided in said letter is 31.30 Sq. Mtrs., above ground level.

That, to avoid additional FSI pertaining to above scheme, the said Developer **M/s. Novellus Infrastructure**, a Partnership Firm, acting through its Partners, got the permission from NIT, Nagpur, for loading **918.078 Sq. Mtr TDR** in the above scheme, which has been transferred in the name of said **M/s. Novellus Infrastructure**, a Partnership Firm, acting through its Partners, by **Smt. Shankaratala Prashant Hadke & others**, vide Transfer Deed DR. 05/11/2014, duly Regd. in the Office of Sub-Registrar, Nagpur-4 at Sr. No. 5687 on even date, and the Building Map covering the said T.D.R. of 918.078 Sq. Mtrs. has also been approved by the Town Planning Deptt. of N.M.C., Nagpur. Previously the said section held 19.04.00 Sq. Mtrs. T.D.R. units vide NIT, Nagpur TDR Certificate No. 010 of Zone C, Dated 31.05.2014.

That, subsequently the NMC, issued a new TDR Certificate to the said **M/s. Novellus Infrastructure**, a Partnership Firm, through its Partners, bearing TDR Certificate No. 0157, DR. 07/06/2015 of Zone "C". The entire of the TDR Transfer consideration has been duly paid by the said Purchasing firm to the above stated TDR Sellers **Smt. Shankaratala Prashant Hadke & others**.

That, the aforesaid Present Owner **M/s. Novellus Infrastructure**, a Partnership Firm, through its Partners, has accordingly prepared a Plan of Multi-storied building proposed to be constructed on the said land property and the same is duly sanctioned and approved by the Nagpur Municipal Corporation, vide its Building Map & Building Permit DR. 26/02/2016, bearing Permit No. 125/BP/Plot/19/NMC/130. The necessary permission for carrying out the building construction on the above land has been duly obtained by the land owner/developer firm from the Town Planning Department of NMC, Nagpur vide its NDC DR. 17/02/2016. The terms and conditions as provided in the above building permit DR. 26/02/2016, shall be strictly followed and complied by the said Developer Firm while carrying the construction of the Multistoried Apartment Scheme.

That above said land owner/developer firm **M/s. Novellus Infrastructure**, a Partnership Firm, through its Partners, are carrying out the construction of a multistoried Apartment Scheme as per the above stated sanctioned building map and the said Scheme Property known and styled as "**AMALTAS**" has been subjected to the provisions of the Maharashtra Apartment Ownership Act, 1970, and the Deed of Declaration, DR. 01/03/2016, under section 2 of the said Act is duly registered in the office of Sub-Registrar Nagpur-4 at Sr. No. 1168 on even date.

That the said Present Owner Firm, **M/s. Novellus Infrastructure**, a Partnership Firm, through its Partners, is entitled to carry on and complete the construction of the above stated Building known and styled as "**AMALTAS**", and the said building consists of Ground and seven Upper Floors and Ground Floor consists of Two (2) residential apartments and First, Second, Third, Fourth, Fifth, Sixth & Seventh Floor Each Floor consists of Eight (8) independent and self contained separate Apartments, in all **56 (Fifty Eight)** apartments, as per the sanction received from the local Building authorities and also to sale the same to the intending purchasers and to obtain the agreed sale consideration from intending Purchasers/Homeowners.

That, the said Owner/Developer **M/s. Novellus Infrastructure**, a Partnership Firm, through its Partners, has now entered into an Agreement of Sale Dt. 18.08.2016, with the intending Purchaser/Borrower **Mrs. Kiran W/o Rajendra Chokhani** in respect of **Apartment No. 401**, covering Built-Up area of **68.305 Sq. Mtrs.** situated on the **Fourth Floor** of said "AMALSTAS" Scheme along with **1.897 %** undivided share and interest in the scheme land. Though the said agreement is unregistered one but yet is a valid and enforceable document and all the necessary parties are joined thereto.

That, as said above, the said Owner/Developer **M/s. Novellus Infrastructure**, a Partnership Firm, through its Partners, has availed project loan from **UCO Bank, Wardha Road Branch, Nagpur**, against the above said Scheme Property by mortgaging the same Property to the said Mortgagee bank through the said Land Owner **M/s. Novellus Infrastructure**, a Partnership Firm, through its Partners. Hence Sale and Mortgage NOC for **Apartment No. 401**, shall be obtained from **UCO Bank, Wardha Road Branch, Nagpur**. The conditions as may be stipulated by the said Mortgagee Bank for granting NOC for Sale and Mortgage shall also be strictly complied with.

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

That the chain of the title document for the last 30 Yrs. and also for interim search period is properly established and the title of the property in question is legal and marketable, free from any anomaly and the Bank can accept such property in mortgage as good and enforceable security.

That in post disbursement modalities, the charge of the Bank shall be created in the City Survey Land Record and same be intimated to SRO Office, to safeguard the interest of the bank in the mortgaged security more purposefully.

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

Date : 08.06.2017.
Place : NAGPUR.


Signature of the Advocate
Rajendra Chokhani

5.	(a) In case of partition/settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A.
	(b) Whether mutation has been effected and whether the mortgager is in possession and enjoyment of his share.	N.A.
	(c) Whether the partition made is valid in law and the mortgager has acquired a mortgageable title thereon.	N.A.
	(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/compiled with.	N.A.
	(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N.A.
6.	Whether the title documents include any testamentary documents/wills?	No
	(a) In case of wills, whether the will is registered will or unregistered will?	N.A.
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
	(c) Whether the property is mutated on the basis of will?	N.A.
	(d) Whether the original will is available?	N.A.
	(e) Whether the original death certificate of the testator is available?	N.A.
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	N.A.
7.	(a) Whether the property is subject to any waqf rights?	N.A.
	(b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A.
	(c) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	N.A.
8.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessary, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	N.A.
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
9.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.

9.	NMC Sanctioned Building Permit Dt. 26.02.2016, bearing No. 123/BP/Jaitala/TP/NMC/120 for scheme on Plot No. 10.	M/s Novellus Infrastructure, A Partnership Firm, Through its Partners	Original with Scheme Owner
10.	NMC Sanctioned Building Map Dt. 26.02.2016, bearing No. 123/BP/Jaitala/TP/NMC/120 for scheme on Plot No. 10.	M/s Novellus Infrastructure, A Partnership Firm, Through its Partners	Original with Scheme Owner
11.	Transfer Deed Dt. 05.11.2014, Regd. at Sr. No. 5687, in respect of TDR of 918.978 Sq. Mtrs. out of land of Kh. No. 95/1 part of Mouza Somalwada, Nagpur.	M/s Novellus Infrastructure, A Partnership Firm, Through its Partners	Original with Scheme Owner
12.	TDR Certificate Dt. 31.05.2014, issued by NIT regarding land of 1848.00 Sq. Mtr. of Mouza Somalwada, Nagpur.	Smt. Shankuntala Pranhans Hadke & others	Xerox
13.	NOC from Airport Authority of India Dt. 18.01.2013, in respect of Height of construction on land of Kh. No. 166, 167 & 168.	Smt. Naina Tarsekar, through POA	Xerox
14.	Development Rights Certificate, Dt. 03.06.2015, in respect of TDR of 918 Sq. Mtrs. out of land of Kh. No. 95/1 part of Mouza Somalwada, Nagpur.	M/s Novellus Infrastructure, A Partnership Firm, Through its Partners	Original with Scheme Owner
15.	Special Power of Attorney Dt. 11.07.2006, Regd. at Sr. No. 3394, in respect of land of Kh. No. 78, 166, 167 & 168 & others.	Mrs. Suchita Sanjay Dehadrai	Xerox
16.	Deed of Correction to Power of Attorney Dt. 06.11.2007, Regd. at Sr. No. 6373, in respect of land of Kh. No. 78, 166, 167 & 168 & others.	Mrs. Suchita Sanjay Dehadrai	Xerox
17.	SDO, Nagpur Permission regarding Sale of land of Kh. No. 78, 166, 167 & 168, Dt. 11.06.2012, in Revenue Case No. 58/59-23/2011-12.	M/s. Shri Kedareswar Builders & Developers, Through its Partners	Xerox
18.	SDO, Nagpur Permission regarding Sale of land of Kh. No. 78, 166, 167 & 168, Dt. 07.06.2012, in Revenue Case No. 57/59-23/2011-12.	Shri Madhukar Purushottam Dhabe & others	Xerox
19.	7-12 Extract Dt. 12.10.2012, in respect of land of Kh. No. 78, 166, 167 & 168.	Shri Madhukar Purushottam Dhabe & others	Xerox

TITLE INVESTIGATION REPORT (TIR)

1.	a) Name of the Branch/BU seeking opinion. b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded. c) Name of the Borrower.	RACPC, ZO, SBI Nagpur. LOS No. 8944171 Mahto Sir Mrs. Kiran W/o Rajendra Chokhani
2.	a) Name of the unit/concern/company/person offering the property/ (ies) as security. b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge. c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Mrs. Kiran W/o Rajendra Chokhani Owner/Borrower/Mortgagor Individual
3.	Complete or full description of the immovable property/(ies) offered as security for creation of mortgage whether equitable/ registered mortgage.	Apartment No. 401 covering Built-Up Area of 68.305 Sq. Mtrs. situated on the Fourth Floor of the Apartment Scheme Known and Styled as "AMALTAS" together with 1.807 % undivided share and interest in land on which the said scheme is being constructed bearing Residential Plot No. 10, admeasuring 2334.217 Sq. Mtrs. (i.e. 25125.51 Sq. Ft.) being a portion of the entire land bearing Kh. No. 78, 166, 167 & 168 of Mouza Jaitala, P.H. No. 44, bearing City Survey No. 489 & 648 and Sheet No. 37(571) & 44(572), Ward No. 74, Situated at Jaitala, Nagpur, Tah. & Dist. Nagpur.
	(a) Survey No.	Field Survey No. 78, 166, 167 & 168, Mouza Jaitala, P. H. No. 44, Tah. & Dist. Nagpur.
	(b) Door No. (in case of house property)	Apartment No. 401
	(c) Extent/ area including plinth/ built up area in case of house property	Apartment No. 401 covering Built-Up Area of 68.305 Sq. Mtrs. situated on the Fourth Floor of the Apartment Scheme Known and Styled as "AMALTAS" together with 1.807 % undivided share and interest in land.

Sl. No.	Particulars of the documents to be obtained	Name of parties	Original/Certified/Photocopy/True Copy
1.	Unregistered Agreement of Sale of Apartment Dt. 18.08.2016, in respect of Apartment No. 401	Mrs. Kiran W/o Rajendra Chokhani	Original
2.	Registered Agreement of Sale/Sale Deed in respect of the Apartment to be purchased by the borrower/s shall be obtained on the Bank's Record	Mrs. Kiran W/o Rajendra Chokhani	Original
3.	The Sale and Mortgage NOC for Apartment No. 401, shall be obtained from UCO Bank, Nagpur.	M/s Novellus Infrastructure, A Partnership Firm, Through its Partners	Original
4.	Borrowers Affidavit in the Bank format regarding clear Title and NIL encumbrances shall also be obtained.	Mrs. Kiran W/o Rajendra Chokhani	Original

SCHEDULE OF THE PROPERTY (IES)

All that **Apartment No. 401** covering Built-Up Area of **68.305** Sq. Mtrs. situated on the **Fourth Floor** of the Apartment Scheme Known and Styled as "**AMALTAS**" together with **1.807 %** undivided share and interest in land on which the said scheme is being constructed bearing Residential Plot No. 10, admeasuring 2334.217 Sq. Mtrs. (i.e. 25125.51 Sq. Ft.) being a portion of the entire land bearing Kh. No. 78, 166, 167 & 168 of Mouza Jaitala, P.H. No. 44, bearing City Survey No. 489 & 648 and Sheet No. 37(571) & 44(572), Ward No. 74, Situated at Jaitala, Nagpur. Tah. & Dist. Nagpur and Bounded as under :

East : Plot No. 11
West : Plot No. 9
North : 9.00 Mtrs. Wide Road
South : Plot No. 15 & 14

Place : Nagpur.
Date : 08.06.2017.

Signature of the Advocate

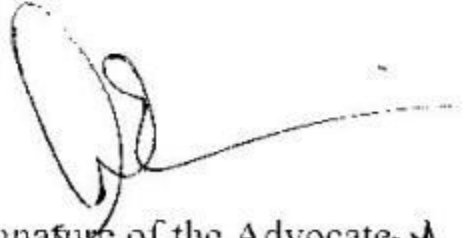
True Copy

	2. The Sale and Mortgage NOC for Apartment No. 401 shall be obtained from UCO Bank, Nagpur.
	3. Mortgagors/Owners Affidavit in the Bank format regarding clear Title and NIL other encumbrances shall also be obtained.
45. Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	In Post Disbursement Modalities, the charge of the bank shall be created in the City Survey land Record and charge intimation be sent to SRO Office, against the individual unit.
46. The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mrs. Kiran W/o Rajendra Chokhani

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

Date : 08.06.2017

Place : Nagpur.


Signature of the Advocate
Tarekumar

Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/ provision for common seal etc.

N.A.

In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.

N.A.

(a) Whether any POA is involved in the chain of title ?

Yes, common POA was granted in chain of title.

(b) Whether the POA involved is one coupled with interest. i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.

N.A.

(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deed, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).

N.A.

(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.

N.A.

(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.

Common POA was granted.

i. Whether the original POA is verified and the title investigation is done on the basis of original POA ?

Xerox Copy is provided

ii. Whether the POA is a registered one ?

Yes

iii. Whether the POA is a special or general one?

General

iv. Whether the POA contains a specific authority for execution of title document in question ?

Yes.

(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question ? (Please clarify whether the same has been ascertained from the office of sub-registrar also ?

It is reported that the POA was in force when utilized.

(g) Please comment on the genuineness of POA?

POA is duly registered with necessary stamp duty paid thereupon.

(h) The unequivocal opinion on the enforceability and validity of the POA ?

The POA is enforceable.

Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given there in and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.

N.A.