VIVEK K. KOLTE

B.Com, LL.B.

ADVOCATE

55, "Gulmohar" Atrey
Layout Pratap Nagar
Nagpur-22
2223197, 9822200828,
9823900828

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.			M-
	c)Name of the Borrower.		Intending Purchasers/Borrowers	
2	a)Name of the unit/concern/ company/person offering the property/ ties) as security.		Intending Purchasers/Borrowers	
	b)Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.			Persons
	c)State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)			Borrowers
3	Complete or full description of the immovable property/ (ies) offered as security including the following details.	ALL THAT Piece and Parcel of land bearing Plot No. E, containing by admeasuring about 2254.700 Sq. Mtrs., being a portion of the entire land bearing Khasra No. 33-35/3, P. H. No. 44, of Mouza – SOMALWADA, bearing Corporation House No. 1231, City Survey No. 492/2, Sheet No. 671 & 672, of Mouza – SOMALWADA, situated at Chhatrapatinagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 5 in Tahsil and District – NAGPUR.		
	(a) Survey No.	33-35/3		
	(b) Door/House no. (in case of house property)	1231		
	(c) Extent/ area including plinth/ built up area in case of house property	Plot admeasuring 2254.700 Sq. Mtrs.		
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries. On The East - Bhagyodaya Society. On The West - Road. On The North - Plot No. B-Anusaya Complex. On The South - PU Land, thereafter Road.		Mouza SOMALWADA in Tahsil and District – NAGPUR	

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.	27.11.1997	General Power of Attorney executed by Mrs. Anusaya	Original	Original

VIVEK K. KOLTE
ADVOCATE
NAGPUR

			Nandeorao Khode in favour of Shri Milind Madhukarrao Kulkarni		
	2.	02.07.1999	General Power of attorney executed by of Ku. Lata Nandeorao Khode and others in favour of Shri Milind Madhukarrao Kulkarni.	Original	Original
	3.	16.11.2009	General Power of Attorney executed by of Miss Amruta Vijay Gadmale in favour of Shri Milind Madhukarrao Kulkarni.	Original	Original
	4.	14.01.2006	Deed of Declaration	Original	Original
	5.	03.04.2014	NMC Release Letter	Original	Original
	6.	14.08.2015	NMC sanctioned Building Plan and Permit.	Original	Original
	7.	23.04.2012	7/12 Extract.	Original	Original
	8.	01.07.2014	City Survey Property Card	Original	Original
	9.	30.03.2015	NMC tax receipt paid upto 2015	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 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 Nos. 1,2,3,4,5,6,8
	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 prospective title/interest to the current title holder. And where any 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 Loan 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

CHALLAN

MTR Form Number-6

GRN	MH007445077422015E	BARCODE		Date	2015-11-05 00:	Form ID	
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty			TAX ID (If Any)			
	Other Items			PAN No. (If Applicable)			
Office Name	NAP1_HQR SUB REGISTRAR NAGPUR 1			Full Name	MR V K KOLTE		
Location	NAGPUR						
Year	2015-2016 One Time			Flat/Block No			
Account Head Details		Amount In Rs		Premises/Building			
0030072201	SEARCH FEE	375.00		Road/Street			
				Area/Locality			
				Town/City/District			
				PIN			
				Remarks (If Any)			
				PLOT NO. 5 KHASRA NO. 33/5+44/01			
				+ SURVEY NO.22 SHEET NO.1 MOUZA BORI+			
				LEVADA FOR YEAR 2002-03 2015			
				Amount In	Three Hundred Seventy-Five Only		
Total		375.00	Words				
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	REF No	3034007201511020	
Cheque/DD No				Date		2015-11-05	
Name of Bank				Bank Branch		STATE BANK OF INDIA	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

Mobile No. : Not Available

	c)duration of the Lease/unexpired period of lease;	Not applicable
	d)if a sub-lease, check if ie' 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:	Not applicable
	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 depsit, 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 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 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.	Not applicable
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	No

	any litigation which is pending or commenced?	
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication at its future enforcement?	Not applicable
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security in 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 shown on balance? 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, 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.	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?	Yes
	(b) Whether the POA involved is one coupled with interest i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per POA.	Yes the power of attorney is registered one and has created the interest in the property
	(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, HDCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA)	Partnership firm
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA	Not applicable
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA	
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	Yes Registered General Yes
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (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?	Prima facie genuine
	(h) The unequivocal opinion on the enforceability and validity of the POA?	Prima facie 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	Prima facie genuine and is properly

	executed/ stamped/ authenticated in terms of the Law of the place where it is executed	executed and registered
29	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Property is Plot
	(a) Promoter's/Land owner's title to the land/ building:	Land owners acquired the title by Inheritance
	(b) Development Agreement/Power of Attorney:	Developer developed the property
	(c) Extent of authority of the Developer/Builder:	N.A.
	(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.:	N.A.
	(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) A) 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, (a) proval of lay out and other precautions, if any	Not applicable
	(q) whether the numbering pattern of the unit/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:	Not applicable
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 penalty?	Tax paid upto 2013
33	(a) Urban land ceiling clearance, whether required or if so, details thereof:	Not applicable
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained:	Not applicable
34	The	Yes, the names of Present owners mutated in the records of city survey
35	Whether the name of mortgagor is reflected as owner in the	Not

	revenue/Municipal/Village records?	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.	NA
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 TR, 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 advance 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.	N.A.
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage	Intending Purchasers/Borrowers

It is observed that ALL THAT Agricultural Land bearing Kh. No. 33-35/3 of Mouza SOMALWADA, admeasuring about 10.14 Acres, held in Shegwaldar Class-I Rights situated at Chhatrapati Nagar, Nagpur, originally belonged to Shri Bapu Raghoba Borkute being his ancestral property.

It is observed that the said owner Shri Bapu Raghoba Borkute left for heavenly abode in the year 1974 and consequent upon his

death his legal heirs effected a family Partition of the properties inter se him by which a piece of land adm 3.00 Acres comprising Kh No 33-35/3 of Mouza-SOMALWADA was allotted to the exclusive share of Mrs. Anasuya Namdeorao Khode, Ku. Lata Namdeorao Khode, Ku. Mukta Namdeorao Khode, Mrs. Meera Suryabhan Dhoble, Mrs. Mala Shyamrao Falke, Shri Dattatraya Namdeorao Khode, Shri Sanjay Namdeorao Khode, Shri Vijay Namdeorao Khode, Miss Amruta Vijay Ghormade, Shri Sanket Vijay Ghormade.

It is observed that the said entire land comprising of Kh. Nos. 33-35/3 is converted for Non Agricultural use vide Order Dt. 30/04/1966 passed by the Sub Divisional Officer, Nagpur in Rev Case No. 75/A-2 of 1964-65 R.T.S No 10/1970-71.

It is observed that the Urban Land (Ceiling and Regulation) Act, 1976 have come into force w.e.f. 17.02.1976, the said owners along with Mrs. Anusaya Namdeorao Khode had filed a Statement/Return under Section 8(1) before the Deputy Collector of Competent Authority ULC, Nagpur and on completion of his enquiry the said Authority vide its Order passed in ULC Case No. 931/76 declared 6679.50 Sq. Mtrs. out of the said Kh. No. 33-35/3 as a retainable land and remaining 3481.50 Sq Mtrs as a Surplus vacant land.

It is observed that the owners along with Mrs. Anusaya Namdeorao Khode and Mrs. Usha Vijay Ghormade later on prepared a layout of the said entire land by carving out various plots of different sizes therein. The said layout known and styled as "KHODE LAYOUT" is duly sanctioned and approved by the Nagpur Improvement Trust vide its Permit No. SE/W/572/23/01 of 2001/5536 dated 18.10.2001.

It is observed that by an Agreement Dt. 28.11.1997 made between the present owners along with Mrs. Anasuya Namdeorao Khode and Mrs Usha Vijay Ghormade and M/s Unique Developers, the owners have jointly agreed to sell 5852.35 sq Mtrs of land out of the said retainable land to the developer upon several terms and conditions. By the same agreement the said owners along with Mrs. Anasuya Namdeorao Khode and Mrs. Usha Vijay Ghormade had also allowed and permitted M/s Unique Developers to develop the aforesaid property into a commercial cum residential estate by laying out various plots and by constructing independent house and multi-

storeyed buildings thereon consisting various shops/chambers and well contained separate apartments therein.

It is observed that the said Mrs. Anasuya Namdeorao Khode executed General Power of Attorney Dt 27/11/1997 duly stamped and registered at Sr No 10309 in the office of Sub Registrar Nagpur No 11 in favour of Shri Milind Madhukarrao Kulkarni in respect of land admeasuring 5882.38 Sq Mtrs [0.59 HR].

It is observed that the said (1) Ku Lata Namdeorao Khode, (2) Ku Mukta Namdeorao Khode, (3) Mrs Meera Suryabhan Dhoble, (4) Mrs Mira Shamrao Phoke, (5) Mrs Usha Vijay Ghormade, (6) Shri Dattatraya Namdeorao Khode, (7) Shri Sanjay Namdeorao Khode and (8) Shri Vijay Namdeorao Khode executed General Power of Attorney Dt 02/07/1998 duly registered at Sr No 6293 in the office of Sub Registrar Nagpur No 11 in favour of Shri Milind Madhusarrao Kulkarni in respect of land adm 5882.38 Sq Mtrs [0.59 HR].

It is observed that during the course of time Mrs Usha Vijay Ghormade expired on 04/11/2005 leaving behind her daughter Miss Amruta and son Shri Sanket who inherited her share in the aforesaid property. That they have applied for mutation in Aknive Patrika, there names is yet to be mutated in the records of city survey.

It is observed that Miss Amruta Vijay Ghormade and Guardian for brother Shri Sanket Vijay Ghormade executed General Power of Attorney Dt 18/11/2005 duly registered at Sr No 3841 in the office of Sub Registrar Nagpur No 4 in favour of Shri Milind Madhukarrao Kulkarni in respect of land admeasuring 5882.38 sq Mtrs [0.59 HR].

It is observed that Mrs Anasuya Namdeorao Khode expired on 31/10/2011 leaving behind Ku Lata Namdeorao Khode and others as her legal heirs.

It is observed that on the request of M/s Unique Developers, NMC released 2254.709 Sq Mtrs of land bearing Plot No E vide Letter Dt 03/04/2014 and Layout Plan is sanctioned.

It is observed that the owners developed the building thru M/s Unique Developers by constructing building thereon as per Building Permit and Sanctioned Building Plan Dt 14/08/2015 vide Permit No 58/BP/Somalwada/TP/NMC/09.

It is observed that Deed of Declaration Dt 14/01/2016 at Sr No 308 in the Office of Sub Registrar Nagpur No. 1. That the Scheme consist of Ground Floor for Parking and Five Upper Floors each floor consists of Six Appartment that is in total there are 30 Apartments. That ie. 101 to 106, 201 to 206, 301 to 306, 401 to 406 and 501 to 506.

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

Date: 20.02.2016
Place: Nagpur

Signature of the Advocate

Annexure – C: Certificate of title

1. I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable/English 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 Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail taking into account all the Guidelines in the check list vide Annexure 5 and the other relevant factors.

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 Officers/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat 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. 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, relative 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 Title Deeds. Suspicion/ Doubt, if any, has been clarified by making necessary enquiries.

5. That the said Apartments/ Immovable Property covered by above said title Deeds, the property is free from all Encumbrances.

6. The Mortgage if created, will be available to the bank for the liability of the Intending Borrower/Purchasers.

7. I certify that Intending Borrower/Purchasers have an absolute, valid and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created 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 following title deeds/ documents would create a valid and enforceable mortgage: