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ADVOCATE

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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.	RCAPC, ZO, SBI, Nagpur Master Search "SANDESH CITY - ISLE - 5" And "SANDESH CITY - ISLE - 6"
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.)	M/s. Sandesh Infrastructures Private Limited, a Company incorporated under Companies Act, 1956, through its Director/s A Company incorporated under Companies Act, 1956. Owner / Developer
3.	Complete or full description of the immovable property/(ies) offered as security for creation of mortgage whether equitable/ registered mortgage.	1) "SANDESH CITY - ISLE - 5" Bungalow/Villas Scheme consisting of 10 Blocks covering B Type, Independent and self contained separate 20 Bungalows/Villas styled as "AURELIA", bearing Nos. B-19 to B-58, which are being constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 24 to 34, measuring in total 5679.16 Sq. Mtrs. as per NIT (Metro) Sanctioned Building Map. 2) "SANDESH CITY - ISLE - 6" Bungalow/Villas Scheme consisting of 7 Blocks covering B Type, Independent and self contained separate 14 Bungalows/Villas styled as "AURELIA", bearing Nos. B-25 to B-38 and D Type 17 Independent Bungalows/Villas styled as "ANTHILA", bearing Nos. D-21 to D-37 which are being constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 46 to 54, measuring in total 8,508.47 Sq. Mtrs. as per NIT (Metro) Sanctioned Building Map.

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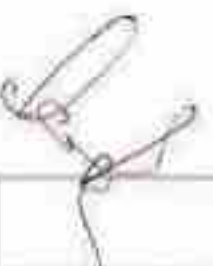
		Both the above "SANDESH CITY - ISLE - 5 & 6" Scheme situated on the Non-Agricultural and Town Planning Sanctioned Layout drawn on the land of Field Survey No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 of Mouza - Jamtha, P. H. No. 42, Situated at Village Jamtha, Gram Panchayat Jamtha, Tah. Nagpur (Gramin), Dist. Nagpur.
(ii) Survey No.		"SANDESH CITY - ISLE - 5" is situated on Amalgamated Plot Nos. 24 to 34 & "SANDESH CITY - ISLE - 6" is situated on Amalgamated Plot Nos. 46 to 54 out of Field Survey 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 of Mouza - Jamtha, P. H. No. 42, Situated at Village Jamtha, Gram Panchayat Jamtha, Tah. Nagpur (Gramin), Dist. Nagpur.
(b) Door No. (in case of house property)		"SANDESH CITY - ISLE - 5" consists of Bungalow/Villas Scheme covering 20 Bungalows/Villas styled as "AURELIA", bearing Nos. B-39 to B-58 and "SANDESH CITY - ISLE - 6" consists of Bungalow/Villas Scheme covering 14 Bungalows/Villas styled as "AURELIA", bearing Nos. B-25 to B-38 and Type 17 Bungalows/Villas styled as "ANTILIA", bearing Nos. D-21 to D-37.
(c) Extent/ area including plinth/ built up area in case of house property		1) "SANDESH CITY - ISLE - 5" Bungalow/Villas Scheme consisting of 10 Blocks covering B Type, Independent and self contained separate 20 Bungalows/Villas styled as "AURELIA", bearing Nos. B-39 to B-58, which are being constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 24 to 34, admeasuring in total 5679.16 Sq. Mtrs. as per NIT (Metro) Sanctioned Building Map. 2) "SANDESH CITY - ISLE - 6" Bungalow/Villas Scheme consisting of 7 Blocks covering B Type, Independent and self contained separate 14 Bungalows/Villas styled as "AURELIA", bearing Nos. B-25 to B-38 and D Type 17

			Independent Bungalow/Villas styled as "ANTILLA", bearing Nos. D-21 to D-37 which are being constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 46 to 54, measuring in total 8,508.47 Sq. Mtrs. as per NIT (Metro) Sanctioned Building Map. Both the above "SANDESH CITY - ISLE - 5 & 6" Scheme situated on the Non-Agricultural and Town Planning Sanctioned Layout drawn on the land of Field Survey No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 of Mouza - Jamtha, P. H. No. 42, Situated at Village Jamtha, Gram Panchayat Jamtha, Tah. Nagpur (Gramin), Dist. Nagpur.
4.	a) Particulars of the documents scrutinized- serially and chronologically. (a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/revenue/other authorities be examined.	As Listed Below	Situated in the "SANDESH CITY - ISLE - 5" Apartment Scheme, on Non Agricultural and Town Planning sanctioned Plot No. 24 to 34 and "SANDESH CITY - ISLE - 6", Apartment Scheme, on Non Agricultural and Town Planning sanctioned Plot No. 46 to 54 out of the Field Survey No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3, Mouza - Jamtha, P. H. No. 42, Situated at Village Jamtha, Gram Panchayat Jamtha, Tah. Nagpur (Gramin), Dist. Nagpur.
Sl. No.	Particulars of the documents scrutinized	Name of parties	Original/Certified/Photocopy/True Copy
1.	Sale Deed Dt. 08.02.2010, Regd. at Sr. No. 1216, in respect of land of Kh. No. 186/2, 188/1, 188/2, 189/1, 189/2 & 189/3 in total land admeasuring 11.51 HR.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original verified from Income Tax Department
2.	Impounded Agreement to Sale Dt. 15.12.2009 impounded vide EVN Case No. 620/09-10 and regularized on 05.02.2010 for total land admeasuring 11.51 HR out of Kh. No. 186/2, 188/1, 188/2, 189/1, 189/2 & 189/3.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original verified from Income Tax Department

3.	Sale Deed Dt. 15.10.2008, Regd. at Sr. No. 5538, in respect of land of Kh. No. 186/2 admeasuring 1.57 H.R.	M/s. Balram Vinimay Pvt. Ltd., through its Director.	Original verified from Income Tax Department
4.	Sale Deed Dt. 15.10.2008, Regd. at Sr. No. 5537, for land of Kh. No. 188/1, 188/2, 189/1, 189/2 & 189/3 admeasuring 9.94 H.R.	M/s. Balram Vinimay Pvt. Ltd., through its Director	Xerox
5.	Sale Deed Dt. 25.10.2010, Regd. at Sr. No. 6848, for land of Kh. No. 154, 186/5, 186/1, 159, 156/1Kh admeasuring 8.10 H.R.	M/s. Sandesh Infrastructures Private Limited, through its Director.	Original with Land Owner
6.	Impounded Agreement to Sale Dt. 26.12.2009 impounded vide EVN Case No. 826/09-10 and regularized on 20.03.2010 in respect of total land admeasuring 8.10 HR out of Kh. No. 154, 186/5, 186/1, 159, 156/1Kh.	M/s. Sandesh Infrastructures Private Limited, through its Director.	Original with Land Owner
7.	Sale Deed Dt. 16.08.2007, Regd. at Sr. No. 5096, in respect of land of Kh. No. 186/1 admeasuring 2.65 H.R.	Shri Sandeep Indrajit Suri	Xerox
8.	Sale Deed Dt. 22.08.2007, Regd. at Sr. No. 5164, in respect of land of Kh. No. 186/5 admeasuring 1.58 H.R.	Shri Sandeep Indrajit Suri	Xerox
9.	Sale Deed Dt. 08.02.2010, Regd. at Sr. No. 1217, in respect of land of Kh. No. 186/3 admeasuring 1.47 H.R.	M/s. Sandesh Infrastructures Private Limited, through its Director.	Original verified from Income Tax Department
10.	Impounded Agreement to Sale Dt. 15.12.2009 impounded vide EVN Case No. 621/09-10 and regularized on 05.02.2010 in respect of land admeasuring 1.47 HR out of Kh. No. 186/3.	M/s. Sandesh Infrastructures Private Limited, through its Director.	Original verified from Income Tax Department
11.	Sale Deed Dt. 10.07.2008, Regd. at Sr. No. 4146, in respect of land of Kh. No. 186/3 admeasuring 1.47 HR.	M/s. Bholaeshwar Roadways Pvt. Ltd., through its Director	Original verified from Income Tax Department
12.	7-12 Extract (7 Nos.) all Dt. 02.04.2012, in respect of land of Kh. No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1.	M/s. Sandesh Infrastructures Private Limited, through its Director.	Originals with Land Owner
13.	7-12 Extract (2 Nos.) Dt. 08.11.2010, in respect of land of Kh. No. 189/2 & 189/3.	M/s. Sandesh Infrastructures Private Limited, through its Director.	Originals with Land Owner



14.	Grampanchayat Tax Receipt Dt. 08.05.2014, for the year 2014-2015, in respect of N.A. land of Kh. Nos. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
15.	N.A. Order Passed by Collector, Nagpur Dt. 22.10.2010, in Revenue Case No. 143/NAP-34/2010-2011, in respect of land of Kh. No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 admeasuring 19.13 H.R.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original
16.	General Power of Attorney Dt. 29.03.2008, Regd. at Sr. No. 2156, in respect of land of Kh. No. 186/3.	Shri Rakesh Rameshkumar Pandey	Original verified from Income Tax Department
17.	Impounded General Power of Attorney Dt. 17.03.2007, impounded vide Case No. 22/08-09 and regularized on 10.04.2008, to act on behalf of M/s Balram Vinimay Pvt. Ltd.	Mr. Manoj Agarwal	Xerox
18.	Irrevocable General Power of Attorney Dt. 03.05.2006, Regd. at Sr. No. 2005, in respect of land of Kh. No. 189/1.	Shri Satranadas Motiram Parwani	Xerox
19.	Irrevocable General Power of Attorney Dt. 03.05.2006, Regd. at Sr. No. 2006, in respect of land of Kh. No. 189/2.	Shri Satranadas Motiram Parwani	Xerox
20.	Irrevocable General Power of Attorney Dt. 03.04.2006, Regd. at Sr. No. 2008, in respect of land of Kh. No. 189/3.	Shri Satranadas Motiram Parwani	Xerox
21.	Special Power of Attorney Dt. 08.02.2010, Regd. at Sr. No. 809, to act on behalf of M/s Balram Vinimay Pvt. Ltd. and Bhotebaba Roadways Pvt. Ltd.	Shri Rakesh Rameshkumar Pandey	Xerox
22.	General Power of Attorney Dt. 29.03.2008, Regd. at Sr. No. 2156, in respect of land of Kh. No. 186/3.	Shri Rakesh Rameshkumar Pandey	Xerox
23.	Impounded General Power of Attorney Dt. 17.03.2007, impounded vide Case No. 21/08-09 and regularized on 10.04.2008, to act on behalf of M/s Bhotebaba Roadways Pvt. Ltd.	Mr. Manoj Agarwal	Xerox



24.	N.I.T. Letter No. A.E.(Metro-1)/1503, Dt. 17.05.2013, regarding approval of proposed layout on N.A. Land admeasuring 15.98 Hectors in Survey No. 186/1,2,3,5, 188/1,2, 189/1,2,3.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
25.	Asst. Director, Town planning, Nagpur sanction Layout Map vide its No. Sansung/3584, Dt. 08.09.2010, in respect of Layout on Field Survey No. 186/1,2,3,5, 188/1,2, 189/1,2,3, covering 188 Plots.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
26.	NIT sanctioned Building Permit bearing No. B.E.(Metro)/South/ Nagpur(Rural)/Case No. MB 4149/2014021861/437, Dt. 12.05.2014, in respect of Scheme on Plot Nos. 24 to 34.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
27.	NIT sanctioned Building Map, bearing No. B.E.(Metro)/South/ Nagpur(Rural)/Case No. MB 4149/2014021861/437, Dt. 12.05.2014, in respect of Scheme on Plot Nos. 24 to 34.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
28.	NIT sanctioned Building Permit bearing No. B.E.(Metro)/South/ Nagpur(Rural)/Case No. MB 4148/2014021862/436, Dt. 12.05.2014, in respect of Scheme on Plot Nos. 46 to 54.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
29.	NIT sanctioned Building Map, bearing No. B.E.(Metro)/South/ Nagpur(Rural)/Case No. MB 4148/2014021862/436, Dt. 12.05.2014, in respect of Scheme on Plot Nos. 46 to 54.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
30.	Deed of Declaration Dt. 17.10.2014, Regd. at Sr. No. 5990, in respect of "SANDESH CITY - ISLE - 5" scheme on Plot No. 24 to 34 of the Field Survey No. 186/1,2,3,5, 188/1,2, 189/1,2,3.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
31.	Deed of Declaration Dt. 17.10.2014, Regd. at Sr. No. 5990, in respect of "SANDESH CITY - ISLE - 6" scheme on Plot No. 46 to 54 of the Field Survey No. 186/1,2,3,5, 188/1,2, 189/1,2,3.	M/s. Sandesh Infrastructures Private Limited, through its Director,	Original with Land Owner
32.	N.A.Tax Payment Receipt, Dt. 17.10.2014, for the year 2014-15 for the above N.A. Land	M/s. Sandesh Infrastructures Private Limited	Original with Land Owner

5.	Whether certified copy of all title document are obtained from 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.)	Originals are partly available with land/scheme owner and partly impounded by Income Tax Department, Nagpur. The Income Tax Department made the impounded documents available for verification and all Title Deeds and Index II thereof are verified from Sub-Registrar Office Nagpur.
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? b) If such online/computer records are available, whether any verification of cross checking are made and the comments/findings in this regard. 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 Online system is available from 2012-13 Not Possible for want of availability of system, hence not made.
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office? b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices? c) Whether search has been made at all the offices named at (b) above? 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?	Nagpur Gramin Dist. Nagpur Sub Registrar, Nagpur No. 7 and Nagpur - Gramin 10. Yes, wherever the Documents concerned are Registered. 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 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.
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.)	1) "SANDESH CITY - ISLF - 5 th Bungalows/Villas Scheme consisting of 10 Blocks covering B Type, Independent & self contained 20 Bungalows/ Villas styled as "AURELIA", bearing Nos. B-39 to B-58, which are being constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 24 to 34, admeasuring in total 5679.16 Sq. Mtrs. as per NIT (Metro) Sanctioned Building Map.

		2) "SANDESH CITY - ISLE - 6" Bungalows/Villas Scheme consisting of 7 Blocks covering B Type, Independent and self contained separate 14 Bungalows/Villas styled as "ALRELLA", bearing Nos. B-25 to B-38 and D Type 17 Independent Bungalows/Villas styled as "ANTHILLA", bearing Nos. D-21 to D-37 which are being constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 46 to 54, admeasuring in total 8.508.47 Sq. Mtrs. as per NIT (Metro) Sanctioned Building Map.
10.	If Leasehold, whether:	N.A.
	a) Lease Deed is duly stamped and registered	N.A.
	b) Lessee is permitted to mortgage the leasehold right,	N.A.
	c) Duration of the Lease/unexpired period of lease,	N.A.
	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,	N.A.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether:	N.A.
	Grant/ Agreement etc provides for alienable rights to the mortgagor with or without conditions.	N.A.
	The mortgagor 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 transferable.	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 modalities/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: a) The Gift/Settlement Deed is duly stamped and registered; b) The Gift/Settlement Deed has been attested by two witnesses; c) The Gift/Settlement Deed Transfers the property to Donee; d) Whether the Donee has accepted the gift by signing the Gift Deed or by a separated writing or by implication by actions; e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question; f) Whether the Donee is in possession of the gifted property; g) Whether any life interest is reserved for the Donor or any other person any whether there is a need for any other person to join the creation of mortgage; h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N/A. N/A. N/A. N/A. N/A. N/A. N/A.
15.	(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. (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 mortgageable 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?	N/A. N/A. N/A. N/A. N/A.
16.	Whether the title documents include any testamentary documents/wills? (a) In case of wills, whether the will is registered will or unregistered will? (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? (c) Whether the property is mutated on the basis of will? (d) Whether the original will is available? (e) Whether the original death certificate of the testator is available?	No. N/A. N/A. N/A. N/A. N/A.

	(d) 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.
17.	(a) Whether the property is subject to any waqf rights? (b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties? (c) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	N.A. N.A. N.A.
18.	(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. (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A. N.A.
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust? (b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? (c) If so additional precautions/permissions to be obtained for creation of valid mortgage? (d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A. N.A. N.A. 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? (c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	The Property is Non Agricultural land for Residential Purpose duly sanctioned by Collector, Nagpur, Town Planning Nagpur and NIT (Metro)Nagpur. N.A. Permission of conversion of agricultural land for Residential purpose is granted by the Collector, Nagpur vide N.A. Order Passed by Collector, Nagpur Dt. 22.10.2010, in Revenue Case No. 143/NAP-34/2010-2011, in respect of land of Kh. No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 admeasuring in total 19.13 H.R. i.e. 1,91,300.00 Sq. Mtrs.

21.	Whether the property is affected by any local laws or other regulations having a bearing on the creations security (viz. Agricultural Laws, Weaker Sections, Minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)	Vide Govt. Notification No. TPS/2409/2890/CR-356/05/UD-9, Dt. 31-08-2010, the said land now comes under Nagpur Metropolitan Area. The necessary formalities in this regard are duly complied with.
22.	(a) Whether property is subject to any pending or proposed land acquisition proceedings? (b) Whether any search-enquiry is made with the Land Acquisition Office and the outcome of such search-enquiry.	Nil Observed N.A. as the land layout is duly sanctioned by Collector, Nagpur, Town Planning Dept. Nagpur, and NIT (Metro) Nagpur.
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/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.	Nil Observed, but few of the title documents are still retained by the Income Tax Department which the Department Impounded while conducting search operation. Nil observed, as the properties are not attached by the Income Tax Department or by any other Authority. 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 thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws? (c) Whether the person(s) creating mortgage has have authority to create mortgage for and on behalf of the firm.	N.A. N.A. N.A.
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.	1) Yes the Property presently belongs to a Regd. Company and all the formalities in this regard are duly complied with. 2) Fresh Nil R.O.C. Charge Certificate shall be obtained. 3) Company Resolution for setting the individual units in question and for authorizing a Particular Person there for shall be obtained.
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.	N.A.
27.	(a) Whether any POA is involved in the chain of title?	Yes

[Handwritten Signature]

(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-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 Deed, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA). (d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/computed with the original POA. (e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A. The chain documents are executed by the Power of Attorney Holders.
1. 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? (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?) (g) Please comment on the genuineness of POA?	N.A. Common POA are executed in previous transaction Yes Yes General and Special ones Yes Yes, the POAs are observed as in force. POA are Registered One.
(h) The unequivocal opinion on the enforceability and validity of the POA? 28. 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.	POA were enforceable when acted upon. The mortgage will be executed by individual owners/borrowers of the independent unit/s.
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, POA, etc.:	Property shall be individual Bungalows/Villas Outright Land Owner N.A. Owner being Developer Master Search is hereby carried To be obtained from borrowers Payable on Borrower's Agreement N.A.

	(b) Approval of building plan, permission of appropriate/local authority, etc.;	Building Plans are duly approved
	(i) Conveyance in favour of Society / Condominium concerned;	Deed of Declaration of Scheme is Prepared
	(j) Occupancy Certificate/allotment letter/letter of possession;	Allotment to be provided in favour of Borrower.
	(k) Membership details in the Society etc.;	To be provided by Society to be formed
	(l) Share Certificates;	N.A.
	(m) No Objection Letter from the Society/Builder;	N.A.
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Duly complied with
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	N.A.
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Layout is duly approved and demarcated.
	(q) Whether the numbering pattern of the units/flats tally in all documents such as Approved plan, agreement plan, etc.	Numbering Pattern tallies with Deed of Declaration of Scheme.
30.	Encumbrances, Attachment, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Nil Observed
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.	1986 to 2015 (30 Years) Receipts No. (1) 1418939 (2) 1418828 Both Date:- 06.06.2015.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Grampanchayat taxes and N.A. Taxes in respect of the said property are paid up to the year 2015.
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No objection Certificate under the Income Tax Act is required/obtained.	Not Required Not Required
34.	Details of RITC extracts/mutation extracts/Katha extracts pertaining to the property in question.	The Revenue Detn. 7/12 abstract and Grampanchayat Tax Receipt are available in the name of present owner/developer.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	No, as the Mortgagor is yet to become the owner
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.	Nil submitted Nil submitted Nil submitted

	Registration, if any applicable; (d) Other utility bills, if any.	Nil submitted
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.	The Boundaries are accurately mentioned in the T.P. sanctioned layout map and Sanctioned building Maps.
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.)	Town Planning sanctioned layout map is available. The description and boundaries of the property on the said document and that in the title deeds are in consonance. Valuation Report is not made available.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details or proper registration of documents, payment of proper stamp duty etc.	Nil Observed.
41.	Whether the Bank will be able to enforce SAREESI 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, sanctions, permissions, etc., in respect of property in question are available.
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.	Mortgage would be executed by the natural person i.e. Borrower of individual units.
44.	Additional aspects relevant for investigation of title as per local laws.	1) All the original Title Documents in respect of the Bangalow/Villas etc. to be purchased such as Agreement of Sale & Sale Deed to be executed shall be obtained on the Bank's Record. 2. Fresh Nil R.O.C. Charge Certificate in the name of the Company shall be obtained against the property to be Mortgaged. 3. Company Board Resolution for selling the property in question in favour of intending purchasers and for authorizing a Particular Person there for shall be obtained. 4. Mortgagors/Owners Affidavit in the Bank format regarding clear Title and Nil 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 Revenue Records.
46.	The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	Intending Purchasers/Borrowers of the Individual Units situated in the above scheme.

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

Date : 06.06.2015
Place : Nagpur.



Signature of the Advocate

[Handwritten Signature]
V. M. RAJESINGH

Certificate of title

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 Mortgage** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of **Equitable Mortgage** and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B 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 Offices/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, Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/Charges/circumstances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1986 to 2015 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is 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 Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor(s) and his/her interest in the property(ies) is to the extent of NIL (Specify the share of the Minor with Name). (Strike out if not applicable).
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, Shri/Smt/M/s. **Individual Owners / Borrowers**.
9. I certify that Shri/Smt/M/s. **Individual Owners / Borrowers** has / have an absolute, clear 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.
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 the deposit of following title deeds/documents would create a valid and enforceable mortgage.



Sl. No.	Particulars of the documents to be obtained	Name of parties	Original/Certified/Photocopy/True Copy
1.	Agreement of Sale in respect of the Apartment to be purchased by the borrower/s shall be obtained on the Bank's Record.	Intending Purchaser/Borrower	Original
2.	Registered Agreement to Sale /Sale Deed in respect of the Apartment to be purchased by the borrower/s shall be obtained on the Bank's Record	Intending Purchaser/Borrower	Original
3.	Fresh NIL R.O.C. Charge Certificate in the name of the Company shall be obtained against the property to be Mortgaged.	M/s. Sandesh Infrastructures Private Limited, through its Director/s.	Xerox
4.	Company Board Resolution for selling the property in question in favour of intending purchasers and for authorizing a Particular Person there for shall be obtained.	M/s. Sandesh Infrastructures Private Limited, through its Director/s.	Xerox
5.	Borrowers Affidavit in the Bank format regarding clear Title and NIL encumbrances shall also be obtained.	Intending Purchaser/Borrower	Original

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

SCHEDULE OF THE PROPERTY (IES)

All that Independent Bungalows/Villas situated in :

1) **"SANDESH CITY - ISLE - 5"** Bungalows/Villas Scheme consisting of 10 Blocks covering B Type, Independent and self contained separate 14 Bungalows/Villas styled as "AURELIA", bearing Nos. B-39 to B-58, which are being constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 24 to 34, admeasuring in total 5679.16 Sq. Mtrs. as per NIT (Metro) Sanctioned Building Map.

2) **"SANDESH CITY - ISLE - 6"** Bungalows/Villas Scheme consisting of 7 Blocks covering B Type, Independent and self contained separate 14 Bungalows/Villas styled as "AURELIA", bearing Nos. B-25 to B-38 and D Type 17 Independent Bungalows/Villas styled as "ANTHILA", bearing Nos. D-21 to D-37 which are being constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 46 to 54, admeasuring in total 8,508.47 Sq. Mtrs. as per NIT (Metro) Sanctioned Building Map.

Both the above **"SANDESH CITY - ISLE - 5 & 6"** Scheme situated on the Non-Agricultural and Town Planning Sanctioned Layout drawn on the land of Field Survey No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 of Mouza - Jambha, P. H. No. 42, Situated at Village Jambha, Gram Panchayat Jambha, Tal. Nagpur (Gramin), Dist. Nagpur and Bounded as under :

Collective Boundaries of Plot Nos. 24 to 34 :-

East : 9.00 Mtrs. Wide Road
West : 9.00 Mtrs. Wide Road
North : 12.00 Mtrs. Wide Road
South : 15.00 Mtrs. Wide Road

Collective Boundaries of Plot Nos. 46 to 54 :-

East : 9.00 Mtrs. Wide Road
West : 15.00 Mtrs. Wide Road
North : 12.00 Mtrs. Wide Road
South : 15.00 Mtrs. Wide Road

Place : Nagpur.

Date : 06.06.2015.



Signature of the Advocate

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

WHEREAS, said 1) "SANDESH CITY - ISLE - 5" scheme on Plot Nos. 24 to 34, and 2) "SANDESH CITY - ISLE - 6" on Plot Nos. 46 to 54, are being constructed on the Non Agricultural and Town Planning Sanctioned and NIT (Metro) approved layout land of Field Survey No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 of Mouza - Jamtha, P. H. No. 42, Situated at Village Jamtha, Gram Prachayari Jamtha, Tah. Nagpur (Gramin), Dist. Nagpur.

WHEREAS, originally the land of Field Survey No. 186 was portion of old Survey Nos. 174, 176, 179/2, 178, 179/1-2-3 and 204/2 in all admeasuring about 12.29 Hectares was owned by Shri Ganpat Narayan Dhage as per records of Adhikar Abilekh Panji (prepared as per Madhya Pradesh Land Revenue Code, 1954) and Jama Bandhi of 1954-55.

WHEREAS, under the re-survey and re-measurement of the said lands carried out by the Govt. in the year 1979-80 under the Consolidation and Fragmentation, the said Field Survey Number have been changed as New Survey No. 186.

WHEREAS, Shri Ganpat Narayan Dhage during his lifetime partitioned the said land between the family members i.e. sons viz. Dhyaneshwar, Kisan, Kashinath, Pandurang and widow of predeceased son Smt. Sugandhabai Waraji Dhage on 05.09.1988 and under the said Family Partition the land admeasuring about 2.65 Hectares retained by Shri Ganpat Narayan Dhage, came in the share of Shri Tukaram Ganpat Dhage hereinabove and the name of the Shri Tukaram Ganpat Dhage was mutated in revenue records as owner of the said land which was given New Khaska No. 186/1.

WHEREAS, later on said Shri Tukaram Ganpat Dhage, sold out the land of afore stated Kh. No. 186/1 admeasuring 2.65 H.R. to the subsequent owner **Shri Sandeep S/o Indrajit Suri**, vide Sale Deed Dt. 16.08.2007, duly Reg. at Sr. No. 5096, in the office of Sub-Registrar, Nagpur-7. The other party with whom the said Seller entered into various transactions pertaining to the above land and the legal heirs of the above Seller, stood as consentier and confirming party to the above document of sale.

WHEREAS, later on the said subsequent owner **Shri Sandeep S/o Indrajit Suri**, sold out the afore stated land of Kh. No. 186/1 admeasuring 2.65 H.R. to the present owner **M/s Sandesh Infrastructure Pvt. Ltd.**, through its **Director**, vide Sale Deed Dt. 14.10.2010, which is duly Reg. at Sr. No. 6848 in the office of Sub-Registrar, Nagpur-7 on Dt. 25.10.2010. The other party with whom the said Seller entered into various transactions pertaining to the above land, stood as consentier to the above document of sale.

WHEREAS, in result of the first afore stated Partition Deed Dt. 05.09.1988, took place in between the Family Members of the Original land owner Shri Ganpat Narayan Dhage, the land admeasuring about 1.57 Hectares retained by Shri Ganpat Narayan Dhage, came in the share of Shri Dhyaneshwar Ganpat Dhage hereinabove and the name of the Shri Dhyaneshwar Ganpat Dhage was mutated in revenue records as owner of the said land which was given New Khaska No. 186/2.

WHEREAS, later on said Shri Dhyaneshwar Ganpat Dhage, sold out the land of afore stated Kh. No. 186/2 admeasuring 1.57 H.R. to the subsequent owner **Shri Shyam S/o Kashiprasad Borele**, vide Sale Deed Dt. 12.10.2007, duly Reg. at Sr. No. 5935, in the office of Sub-Registrar, Nagpur-7 on even date.

WHEREAS, the said subsequent owner **Shri Shyam S/o Kashiprasad Borele**, sold out the afore stated land of Kh. No. 186/2 admeasuring 1.57 H.R. to the another subsequent owner **Shri Balram Vinimay Pvt. Ltd.** through its **Director**, vide Sale Deed Dt. 15.10.2008, duly Reg. at Sr. No. 5538 in the office of Sub-Registrar, Nagpur-10 on even date. The other party with whom the said Seller entered into various transactions pertaining to the above land, stood as consentier to the above document of sale.

WHEREAS, later on the said subsequent owner **Shri Balram Vinmay Pvt. Ltd.**, through its **Director**, sold out the afore stated land of Kh. No. 186/2 admeasuring 1.57 H.R. to the present owner **M/s Sandesh Infrastructure Pvt. Ltd.**, through its **Director**, vide Sale Deed Dt. 08.02.2010, which is duly Reg. at Sr. No. 1216 in the office of Sub-Registrar, Nagpur-7 on even date.

WHEREAS, in result of the first afore stated Partition Deed Dt. 05.09.1988, took place in between the Family Members of the Original land owner **Shri Ganpat Narayan Dhage**, the land admeasuring about 1.47 Hectares retained by **Shri Ganpat Narayan Dhage**, came in the share of **Shri Kisan Ganpat Dhage** hereinabove and the name of the **Shri Kisan Ganpat Dhage** was mutated in revenue records as owner of the said land which was given New Khassa No. 186/3.

WHEREAS, later on said **Shri Kisan Ganpat Dhage**, sold out the land of afore stated Kh. No. 186/3 admeasuring 1.47 H.R. to the subsequent owner **Shri Bholebaba Roadways Pvt. Ltd.**, through its **Director**, vide Sale Deed Dt. 10.07.2008, duly Reg. at Sr. No. 4146, in the office of Sub-Registrar, Nagpur-7 on even date.

WHEREAS, later on the said subsequent owner **Shri Bholebaba Roadways Pvt. Ltd.**, through its **Director**, sold out the afore stated land of Kh. No. 186/3 admeasuring 1.47 H.R. to the present owner **M/s Sandesh Infrastructure Pvt. Ltd.**, through its **Director**, vide Sale Deed Dt. 08.02.2010, which is duly Reg. at Sr. No. 1217 in the office of Sub-Registrar, Nagpur-7 on even date.

WHEREAS, in result of the first afore stated Partition Deed Dt. 05.09.1988, took place in between the Family Members of the Original land owner **Shri Ganpat Narayan Dhage**, the land admeasuring about 1.58 Hectares retained by **Shri Ganpat Narayan Dhage**, came in the share of **Shri Pandurang Ganpat Dhage** hereinabove and the name of the **Shri Pandurang Ganpat Dhage** was mutated in revenue records as owner of the said land which was given New Khassa No. 186/5.

WHEREAS, later on said **Shri Pandurang Ganpat Dhage**, sold out the land of afore stated Kh. No. 186/5 admeasuring 1.58 H.R. to the subsequent owner **Shri Sandeep S/o Indrajit Surti**, vide Sale Deed Dt. 22.08.2007, duly Reg. at Sr. No. 5164, in the office of Sub-Registrar, Nagpur-7 on even date. The other party with whom the said Seller entered into various transactions pertaining to the above land and the legal heirs of the above Seller, stood as consentor and confirming party to the above document of sale.

WHEREAS, later on the said subsequent owner **Shri Sandeep S/o Indrajit Surti**, sold out the afore stated land of Kh. No. 186/5 admeasuring 1.58 H.R. to the present owner **M/s Sandesh Infrastructure Pvt. Ltd.**, through its **Director**, vide Sale Deed Dt. 14.10.2010, which is duly Reg. at Sr. No. 6848 in the office of Sub-Registrar, Nagpur-7 on Dt. 25.10.2010. The other party with whom the said Seller entered into various transactions pertaining to the above land, stood as consentor to the above document of sale.

WHEREAS, the other lands bearing Khassa Nos. 188/1, 188/2, 189/1, 189/2 and 189/3 of Mouza Jamtha, respectively having an area of 2.98 H.R., 1.62 H.R., 2.85 H.R., 1.26 H.R. & 1.23 H.R. in total 9.94 H.R., was initially owned by **Smt. Suprabee Quasim** and from the said owner all the above lands were purchased by subsequent owners 1) **Mrs. Sheetadevi W/o Kantilal Singhee**, (2) **Shri Kantilal S/o Daulal Singhee**, (3) **Shri Rajeev S/o Kisanlal Singhee & (4) Smt. Usha Devi W/o Kisanlal Singhee** vide four separate Sale Deeds, all Dt. 13.11.1991, duly Reg. in the office of Sub-Registrar, Nagpur (Rural) at Sr. Nos. 6496, 6498, 6499 & 6500.



WHEREAS, later on the said joint land owners of Kh. Nos. 188/1, 188/2, 189/1, 189/2 and 189/3 of Mouza Jamtha, respectively having an area of 2.98 H.R., 1.62 H.R., 2.85 H.R., 1.26 H.R. & 1.23 H.R. in total 9.94 H.R., namely **Smt. Sugrabe Quasim** and from the said owner all the above lands were purchased by subsequent owners 1) **Mrs. Sheetaldevi W/o Kantilal Singhee**, (2) **Shri Kantilal S/o Daulal Singhee**, (3) **Shri Rajeev S/o Kisanlal Singhee & (4) Smt. Ushadevi W/o Kisanlal Singhee**, all acting through their Constituted Attorney **Shri Satranadas Motiram Parwani**, sold out the above land to the subsequent owner **M/s Balram Vitimay Pvt. Ltd.** through its **Director**, vide Sale Deed Dt. 15.10.2008, duly Reg. at Sr. No. 5537 in the office of Sub-Registrar, Nagpur-10 on even date.

WHEREAS, later on said land of Kh. Nos. 188/1, 188/2, 189/1, 189/2 and 189/3 of Mouza Jamtha, respectively having an area of 2.98 H.R., 1.62 H.R., 2.85 H.R., 1.26 H.R. & 1.23 H.R. in total 9.94 H.R., was sold by its above owner **M/s Balram Vitimay Pvt. Ltd.** through its **Director**, to the present owner **M/s Sandesh Infrastructure Pvt. Ltd.**, through its **Director**, vide Sale Deed Dt. 08.02.2010, duly Reg. at Sr. No. 1216 in the office of Sub-Registrar, Nagpur-7 on even date.

WHEREAS, in result of all the above Sale Deeds, **M/s Sandesh Infrastructure Pvt. Ltd.**, through its **Director**, became the full and absolute owner of all those land properties bearing Field Survey No. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 of Mouza - Jamtha, P. H. No. 42, Situated at Village Jamtha, Gram Panchayat Jamtha, Tal. Nagpur (Gramin), Dist. Nagpur, and accordingly its name has been duly mutated in the Land Revenue Records as the absolute owner of the above land properties.

WHEREAS from the Land Revenue Farfar Entry No. 1910 Dt. 17.07.2010, carried in the 7/12 abstract, it is observed that the total area admeasurements of the Kh. No. 189/1, 189/2 & 189/3 are increased due to adding back of the area previously deducted as a stream area from the field area of the above lands.

WHEREAS Permission of non agricultural conversion for Residential purpose is granted by The Collector, Nagpur vide its N. A. Order Dt. 22.10.2010, in respect of total land of **1,59,823.08 Sq. Mtrs.**, out of above Field Survey Nos. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 of Mouza - Jamtha, Admeasuring 19.13 HR i.e. 1,91,300 Sq. Mtrs, passed in Revenue Case No. 143/NAP-34/2010-2011.

WHEREAS layout drawn on the said land of Field Survey Nos. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 of Mouza - Jamtha, Admeasuring 19.13 HR i.e. 1,91,300 Sq. Mtrs., is also duly sanctioned and approved by the Asstt. Director, Town Planner, Town Planning Deptt., Nagpur vide its Order passed as per its office letter No. Sansanug/3584, Dt. 08.09.2010. As per the said sanctioned layout map, the sanctioned layout comprises as many as 1 to 188 numbers of Plots, covering total pleable area of **88,266.60 Sq. Mtrs.**

WHEREAS, the said land of Field Survey Nos. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 of Mouza - Jamtha, now is covered by Nagpur Metropolitan Area declared by Govt. vide Notification No. TPS/2409/2890/CR-356/05/UD-9, Dt. 31-08-2010, by which NIT now has been appointed as Special Planning Authority for the development and control of said Area.

WHEREAS, accordingly the said layout owner **M/s Sandesh Infrastructure Pvt. Ltd.**, through its **Director**, applied to the NIT, Nagpur, on dt. 01.03.2013, for the approval of layout drawn on the above lands, and in pursuance there to the NIT, Nagpur, vide its letter bearing No. 1503, Dt. 17.05.2013 granted its permission and approval to the layout to be drawn on the said land of Field Survey Nos. 186/1, 186/2, 186/3, 186/5, 188/1, 188/2, 189/1, 189/2 & 189/3 covering **1,59,823.08 Sq. Mtrs** Non Agricultural land area and pleable area of **88,266.60 Sq. Mtrs.**

WHEREAS, a development agreement of the above land has been duly executed between the NIT (Metro) and the said layout owner **M/s Sandesh Infrastructure Pvt. Ltd.**, through its **Director** on Dt. 02.09.2013.

WHEREAS, the said land owner/developer **M/s Sandesh Infrastructure Pvt. Ltd.**, through its Director, were desirous of carrying a Bungalows/Villas Schemes one on the consolidated Plots Nos. 24 to 34 and another one on Plots Nos. 46 to 54 and therefore had applied to the NIT (Metro) for the release of the above plots and in pursuance thereof the NIT (Metro) vide its Release Order Dt. 01.11.2013 released the above plots for the development.

WHEREAS, thereafter the said land owner/developer **M/s Sandesh Infrastructure Pvt. Ltd.**, through its Director, applied with NIT (Metro) on Dt. 17.02.2014 for the sanction of a Bungalow/Villas Scheme consisting of 10 Blocks covering B Type, Independent and self contained separate 20 Bungalows/Villas styled as "AURELIA", bearing Nos. B-39 to B-58, which is to be constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 24 to 34, admeasuring in total 5679.16 Sq. Mtrs. and the said scheme came to be sanctioned by the Building Engineer NIT (Metro), vide NIT sanctioned Building Permit bearing No. B.E.(Metro)/South/Nagpur(Rural)/Case No. MIB 4149/2014021861/437, Dt. 12.05.2014, in respect of Scheme on Plot Nos. 24 to 34.

WHEREAS, in the likewise manner, the said land owner/developer **M/s Sandesh Infrastructure Pvt. Ltd.**, through its Director, applied with NIT (Metro) on Dt. 17.02.2014 for the sanction of another Bungalows/Villas Scheme consisting of 7 Blocks covering B Type, Independent and self contained separate 14 Bungalows/Villas styled as "AURELIA", bearing Nos. B-25 to B-38 and D Type 17 Independent Bungalows/Villas styled as "ANTILLA", bearing Nos. D-21 to D-37 which is to be constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 46 to 54, admeasuring in total 8,508.47 Sq. Mtrs. and the said scheme came to be sanctioned by the Building Engineer NIT (Metro), vide NIT sanctioned Building Permit bearing No. B.E.(Metro)/South/Nagpur(Rural)/Case No. MIB 4148/2014021862/436, Dt. 12.05.2014, in respect of Scheme on Plot Nos. 46 to 54.

WHEREAS the said scheme of Bungalows/Villas Scheme being carried on amalgamated Plot Nos. 24 to 34 known and styled as "**SANDESH CITY - ISLE - 5**" consisting of 10 Blocks covering B Type, Independent and self contained separate 20 Bungalows/Villas styled as "AURELIA", bearing Nos. B-39 to B-58, on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 24 to 34, admeasuring in total 5679.16 Sq. Mtrs. has been submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 by the said plots' scheme owner by name **M/s Sandesh Infrastructure Pvt. Ltd.**, through its Director, vide Deed of Declaration Dt. 17.10.2014, duly registered in the office of Sub-Registrar Nagpur - Gramin-7 at Sr. No. 5991 on even date.

WHEREAS another scheme of Bungalows/Villas Scheme being carried on amalgamated Plot Nos. 46 to 54 known and styled as "**SANDESH CITY - ISLE - 6**" consisting of 7 Blocks covering B Type, Independent and self contained separate 14 Bungalows/Villas styled as "AURELIA", bearing Nos. B-25 to B-38 and D Type 17 Independent Bungalows/Villas styled as "ANTILLA", bearing Nos. D-21 to D-37 which is to be constructed on Non Agricultural and Town Planning sanctioned Amalgamated Plot Nos. 46 to 54, admeasuring in total 8,508.47 Sq. Mtrs. has been submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 by the said plots' scheme owner by name **M/s Sandesh Infrastructure Pvt. Ltd.**, through its Director, vide Deed of Declaration Dt. 17.10.2014, duly registered in the office of Sub-Registrar Nagpur - Gramin-7 at Sr. No. 5990 on even date.

WHEREAS the said scheme owner M/s Sandesh Infrastructure Pvt. Ltd., through its Director, is entitled to carry on and complete the construction of the afore stated both the schemes known and styled as "SANDESH CITY - ISLE - 5" and "SANDESH CITY - ISLE - 6", as per the sanction received from the Town Planning Department and from the NIT (Metro), Nagpur and also to Sale the various independent Bungalows/Villas situated in the above scheme and to obtain the agreed Sale consideration from intending Purchasers/Borrowers.

WHEREAS the copy of the Allotment Letters, Consent Letters, Agreements of Sale/ Sale Deeds etc. to be executed in favour of Borrowers/ Intending Purchasers pertaining to the individual Bungalows/Villas duly signed by the said land owners/ developers and the concerned Borrowers/ Intending Purchasers shall be obtained on the bank records.

WHEREAS few of the title documents as mentioned in the list of title documents, are still retained by the Income Tax Department, which the Department Impounded while conducting search operation at the office premises of the Company. However the Income Tax Department allowed this Counsel, to have the inspection of the said impounded title documents through their Inspector Shri Gadhave and therefore this Counsel has verified the original impounded title documents by visiting the Income tax Department at Saraf Chambers, Sadar, Nagpur. It is given to understand by the Income tax Department that impounding of documents is procedural but the concerned properties are not attached by the department. As per the instructions of the Bank Law Officer, the certified copies of the impounded title documents are also obtained. The indemnity affidavit from the scheme owner in the given format shall also be obtained on the bank record to the secured the interest of the bank more purposefully in this regard.

WHEREAS, the said present owner/developer, M/s Sandesh Infrastructure Pvt. Ltd., through its Director, is not required to obtain NOC from the NIT, Nagpur and from any other authority, for the sale and mortgage of the individual Bungalows/Villas situated in the aforesaid scheme in favour of the intending Purchaser/ Bank as the said land is the Malik Makhzan Land and Layout and the Building Map of the said property is duly regularized and sanctioned by the NIT, Nagpur (Metro).

WHEREAS the Property presently belongs to a Regd. Company and therefore Fresh NIL R.O.C. Charge Certificate shall be obtained and Company Board Resolution for selling the individual units in question and for authorizing a Particular Person there for shall be obtained.

WHEREAS the chain of the title for the last 30 years is properly established and hence it is submitted that the title of the individual Bungalows/Villas to be mortgaged with the bank is clear, valid and the Bank can accept such property in mortgage as good and enforceable security.

WHEREAS in post disbursement modalities charge of the bank shall be created in 7/12 abstract of revenue record to safeguard the interest of the bank more purposefully in the above regard.

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

Date : 06.06.2015
Place : NAGPUR



Signature of the Advocate