SAARANG M. DEO
ADVOCATE / NOTARY
Office: Plot No-202, Ring Rd, Chhatrapati Nagar, Nagpur-15
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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.	Prospective buyer / borrower
2	a)Name of the unit/concern/ company/person offering the property/ (ies) as security.	Prospective buyer / borrower
	b)Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Person
	c)State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
3	Complete or full description of the immovable property/ (ies) offered as security including the following details.	ALL THAT Piece and Parcel of land bearing Plot No. 1 containing by admeasurements 1352.45 Sq. Mtrs (i.e.14558 Sq. Fts.) being a portion of the entire land bearing Survey/Khasra/Gut No. 121/2 of Mouza – DIGDOH, Patwari Halka No. 6 and including all other easementary rights appurtenant and belonging thereto, TOGETHERWITH the Multistoried Building proposed to be constructed on the said plot and to be known and styled as "SHEKHAR ENCLAVE", bearing Grampanchayat House No. 4205 situated at Village Digdoh, Nagpur Gramin within the limits of Grampanchayat Digdoh, in Tahsil Hingna and District Nagpur.
	(a) Survey No.	Survey/Khasra/Gut No. 121/2
	(b) Door/House no. (in case of house property)	Grampanchayat House No. 4205
	(c) Extent/ area including plinth/ built up area in case of house property	Plot area 1352.45 Sq. Mtrs (i.e.14558 Sq. Fts.)
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mouza Digdoh, in Tahsil Hingna and District Nagpur

Boundaries			
East	**West**	**North**	**South**
By Shiv Pandhan	By Plot Nos. 8 to 13	By survey No. 121/1	By 9 Mtrs. wide Road

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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.	30.03.1989	Sale Deed for Survey / Khasra / Gut No. 121/2 executed by Shri. Satpal Lala Labburam Khullar in favour of (1) Shri. Govind Namdeo Radke (2) Master Vijay Govind Radke (3) Master Pradeep Govind Radke dated 30.03.1989.	Original	Original
	2.	03.10.2008	Sale Deed for Survey / Khasra / Gut No. 121/2 executed by (1) Shri. Ramrao Govind Radke (2) Shri. Laxman Govind Radke (3) Smt. Shakuntala Pradeep Radke (4) Smt. Shantabai Govind Radke (5) Smt. Vandana Vijay Radke (6) Mrs. Vatchala Harichandra Yelure (7) Mrs. Sitabai Nathuji Hulke (8) Mrs. Asha Hemraj Sonsare (9) Mrs. Geeta Vithalrao Raut (10) Mrs. Chandrakala Ramesh Chinchulkar in favour of (1) Shri. Chandrashekhar Wamanrao Khune (2) Shri. Waman Sadashivrao Khune (3) Sau. Vimal Wamanrao Khune (4) Sau Rashmi Chandrashekhar Khune (5) Shri. Ashok Pilaji Choudhari (6) Shri. Pritamsingh Harbansingh Bhatiya(HUF) (7) Shri. Wasudeo Aadkuji Parvate (8) Shri. Nandkishor Wasudeo Parvate (9) Shri. Hemant Hiraman Borkar dated 03.10.2008.	Original	Original
	3.	26.05.2010	NA Order dated 26.05.2010.	Original	Original
	4.	31.08.2010	Partition Deed Between 1) Shri. Chandrashekhar Wamanrao Khune (2) Shri. Waman Sadashivrao Khune (3) Sau. Vimal Wamanrao Khune (4) Sau Rashmi Chandrashekhar Khune (5) Shri. Pritamsingh Harbansingh Bhatiya (HUF) and (1) Shri. Ashok Pilaji Choudhari (2) Shri. Wasudeo Aadkuji Parvate (3) Shri. Nandkishor Wasudeo Parvate (4) Shri. Hemant Hiraman Borkar dated 31.08.2010.	Original	Original

	5.	31.08.2010	General Power of Attorney (For Admission) executed by (1) Shri. Waman Sadashivrao Khune (2) Sau. Vimal Wamanrao Khune (3) Sau Rashmi Chandrashekhar Khune (4) Shri. Pritamsingh Harbansingh Bhatiya (HUF) in favour of Shri. Chandrashekhar Wamanrao Khune dated 31.08.2010.	Original	Original
	6.	15.11.2016	NIT Release letter for Plot No. 1 dated 15.11.2016.	Original	Original
	7.	31.10.2017	NMRDA sanctioned Building Map and permit Dated 31.10.2017	Original	Original
	8.	27.07.2018	Conveyance/Transfer Deed for Plot No. 1 executed by (1) Shri. Chandrashekhar Wamanrao Khune (2) Shri. Waman Sadashivrao Khune (3) Sau. Vimal Wamanrao Khune (4) Sau Rashmi Chandrashekhar Khune (5) Shri. Pritamsingh Harbansingh Bhatiya(HUF) in favour of M/s Anurag Developers through its Partner Shri. Chandrashekhar Wamanrao Khune dated 27.07.2018.	Original	Original
	9.	26.09.2018	Deed of Declaration dated 26.09.2018	Original	Original
	10.		7/12 extract		
	11.		Grampanchayat Tax Receipt	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?	Yes
	b)If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	Yes
	c)Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No
7	a)Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar Hingna
	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 Hingna
	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	As per

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	latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for Clearance of such clog on the Title.	attached separate sheet
9	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership
10	If leasehold, whether;	Not Applicable
	a)lease Deed is duly stamped and registered	Not Applicable
	b)lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c)duration of the Lease/unexpired period of lease,	Not Applicable
	d)if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not Applicable
	e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f)Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	Not Applicable
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not Applicable
	the mortgagor is competent to create charge on such property,	Not Applicable
	whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not Applicable
12	If occupancy right, whether;	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 deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with. (e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Yes Yes Yes No No
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	Not Applicable

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	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?	Not Applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	No
22	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Yes
23	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	No
24	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not Applicable
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable
25	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No
26	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
27	(a) Whether any POA is involved in the chain of title?	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 law.	Yes (POA for Admission)
	(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,	Not applicable



	Agreements of Sale, Sale Deeds, 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/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.	Not Applicable
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	Not Applicable
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	POA in force
	(g) Please comment on the genuineness of POA?	Genuine POA
	(h) The unequivocal opinion on the enforceability and validity of the POA?	POA is enforceable
28	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
29	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Property is Apartment Scheme
	(a) Promoter's/Land owner's title to the land/ building;	Land owner acquired the title by Conveyance/Transfer Deed
	(b) Development Agreement/Power of Attorney;	N.A.
	(c) Extent of authority of the Developer/builder;	Land Owner himself Developer
	(d) Independent title verification of the Land and/or building in question;	Yes
	(e) Agreement for sale (duly registered);	N.A.
	(f) Payment of proper stamp duty;	N.A.
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Yes, Agreement to Sale and Sale Deeds of Prospective buyer required to be Registered
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	(i) Conveyance in favour of Society/ Condominium concerned;	Not Applicable
	(j) Occupancy Certificate/allotment letter/letter of possession;	Not Applicable
	(k) Membership details in the Society etc.;	Not Applicable
	(l) Share Certificates;	Not Applicable
	(m) No Objection Letter from the Society;	Not Applicable
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes
	(o) Requirements, for noting the Bank charges on the records	Not Applicable

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	of the Housing Society, if any;	
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Not Applicable
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
30	Encumbrances, Attachments, and/or claims whethPer 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 remedy?	Tax paid year 2019
33	(a) Urban land ceiling clearance, whether required and if so, details thereon.	Not Applicable
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Not Applicable
34	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Yes the name of owner mutated in the 7/12 extract
35	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable
36	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Yes Yes Yes
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	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 TIR, please provide these comments subsequently, on making the same available to the advocate.)	Yes
40	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	Not Applicable
41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes



42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not Applicable
43	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes
44	Additional aspects relevant for investigation of title as per local laws.	No
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Prospective buyers / borrowers

Date: 03.10.2018
Place: Nagpur



3/10/18

(Adv Sarang M. Deo)
Signature of the Advocate

SARANG M. DEO
ADVOCATE / NOTARY
"Shivaji" 49, Sardar Colony,
Civil Lines, Nagpur-440 001.
Ph. : (0712) 2560194 (R) M-9822175900

CHALLAN

MTR Form Number-6

GRN	MH006781981201819E	BARCODE		Date	03/10/2018-11:49:42	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Search Fee Other Items	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	HGN_HINGNA SUB REGISTRAR	Full Name	ADV SARANG DEO
Location	NAGPUR		
Year	2018-2019 From 01/01/1989 To 03/10/2018	Flat/Block No.	
		Premises/Building	
		Road/Street	CHHATRAPATI NAGAR
		Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 1 5
		Remarks (If Any)	Plot No. 1 Survey/khasara/Gut No 121/2 Gram Hous No 4205 Mouza Digdoh For Year 1989 to 2018
		Amount In Words	Seven Hundred Fifty Rupees Only

Account Head Details	Amount In Rs.
0030072201 SEARCH FEE	750.00
Total	750.00

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572018100311515	IK00TTQHV7
Cheque/DD No.		Bank Date	RBI Date	03/10/2018-11:50:11	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 9822175900

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चलाण "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागु आहे. इतर कारणांसाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागु नाही.

Sarang M. Deo
Advocate / Notary
NAGPUR

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 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, Nagpur Municipal Corporation 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. 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 Prospective buyer / borrower.

7. I certify that Prospective buyer / borrower 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.

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

    1. Copy of Sale Deed for Survey / Khasra / Gut No. 121/2 executed by Shri. Satpal Lala Labburam Khullar in favour of (1) Shri. Govind Namdeo Radke (2) Master Vijay Govind Radke (3) Master Pradeep Govind Radke dated 30.03.1989.

    2. Copy of Sale Deed for Survey / Khasra / Gut No. 121/2 executed by (1) Shri. Ramrao Govind Radke (2) Shri. Laxman Govind Radke (3) Smt. Shakuntala Pradeep Radke (4) Smt. Shantabai Govind Radke (5) Smt. Vandana Vijay Radke (6) Mrs. Vatchala Harichandra Yelure (7) Mrs.

Sagane & Co. NAGPUR Advocate / Notary

Sitabai Nathuji Hulke (8) Mrs. Asha Hemraj Sonsare (9) Mrs. Geeta Vithalrao Raut (10) Mrs. Chandrakala Ramesh Chinchulkar in favour of (1) Shri. Chandrashekhar Wamanrao Khune (2) Shri. Waman Sadashivrao Khune (3) Sau. Vimal Wamanrao Khune (4) Sau Rashmi Chandrashekhar Khune (5) Shri. Ashok Pilaji Choudhari (6) Shri. Pritamsingh Harbansingh Bhatiya(HUF) (7) Shri. Wasudeo Aadkuji Parvate (8) Shri. Nandkishor Wasudeo Parvate (9) Shri. Hemant Hiraman Borkar dated 03.10.2008

3. Copy of NA Order dated 26.05.2010

4. Copy of Partition Deed executed Between 1) Shri. Chandrashekhar Wamanrao Khune (2) Shri. Waman Sadashivrao Khune (3) Sau. Vimal Wamanrao Khune (4) Sau Rashmi Chandrashekhar Khune (5) Shri. Pritamsingh Harbansingh Bhatiya (HUF) and (1) Shri. Ashok Pilaji Choudhari (2) Shri. Wasudeo Aadkuji Parvate (3) Shri. Nandkishor Wasudeo Parvate (4) Shri. Hemant Hiraman Borkar dated 31.08.2010

5. Copy of General Power of Attorney (For Admission) executed by (1) Shri. Waman Sadashivrao Khune (2) Sau. Vimal Wamanrao Khune (3) Sau Rashmi Chandrashekhar Khune (4) Shri. Pritamsingh Harbansingh Bhatiya (HUF) in favour of Shri. Chandrashekhar Wamanrao Khune dated 31.08.2010.

6. Copy of NIT Release letter for Plot No. 1 dated 15.11.2016

7. Copy of NMRDA sanctioned Building Map and permit Dated 31.10.2017.

8. Copy of Conveyance/Transfer Deed for Plot No. 1 executed by (1) Shri. Chandrashekhar Wamanrao Khune (2) Shri. Waman Sadashivrao Khune (3) Sau. Vimal Wamanrao Khune (4) Sau Rashmi Chandrashekhar Khune (5) Shri. Pritamsingh Harbansingh Bhatiya(HUF) in favour of M/s Anurag Developers through its Partner Shri. Chandrashekhar Wamanrao Khune dated 27.07.2018.

9. Original copy of Deed of Declaration Dated 26.09.2018.

10. Original copy of Recent Grampanchayat Tax Receipt

11. Original copy of Recent 7/12 Extract.

12. Original Copy of Registered Agreement to Sale / Sale Deed of Prospective Borrowers.

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

Saarang M. Deo NAGPUR Advocate / Notary

SCHEDULE OF THE PROPERTY
(RESIDENTIAL)

ALL THAT Piece and Parcel of land bearing Plot No. 1 containing by admeasurements 1352.45 Sq. Mtrs (i.e.14558 Sq. Fts.) being a portion of the entire land bearing Survey/Khasra/Gut No. 121/2 of Mouza – DIGDOH, Patwari Halka No. 6 and including all other easementary rights appurtenant and belonging thereto, TOGETHERWITH the Multistoried Building proposed to be constructed on the said plot and to be known and styled as "SHEKHAR ENCLAVE", bearing Grampanchayat House No. 4205 situated at Village Digdoh, Nagpur Gramin within the limits of Grampanchayat Digdoh, in Tahsil Hingna and District Nagpur and bounded as under :-

On the East	:	By Shiv Pandhan
On the West	:	By Plot Nos. 8 to 13
On the North	:	By survey No. 121/1
On the South	:	By 9 Mtrs. wide Road

Annexure – D: Certified that this search Report has been issued taking into consideration the contents and instructions specified in Bank's e-circular No. CPP/SGS/Cir/5 Dated 12/04/2013

Date: 03.10.2018
Place: Nagpur

Saarang M. Deo Advocate / Notary NAGPUR

3/10/18

(Adv Sarang M. Deo)
Signature of the Advocate

SAARANG M. DEO
ADVOCATE / NOTARY
"Saarang" 49, Pardesi Colony,
Chhatrapati Nagar, Nagpur-440015.
Ph. : (0712) 2560391 (R) M-09822175900

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

After verification it is found that the ALL THAT Piece and Parcel of land bearing Survey/Khasra/Gut No. 121/2 admeasuring about 0.91 Hectors Rental Rs. 3.46 Yearly, held in Occupancy Class-2 Rights of Mouza – DIGDOH, Patwari Halka No. 6 and including all other easementary rights appurtenant and belonging thereto bearing Grampanchayat House No. 4205 situated at Village Digdoh, Nagpur Gramin within the limits of Grampanchayat Digdoh, in Tahsil Hingna and District Nagpur originally belonged to Shri. Satpal Lala Labburam Khullar, as a recorded owner thereof.

After verification it is found that the said Shri. Satpal Lala Labburam Khullar sold his aforesaid land bearing Survey/Khasra/Gut No. 121/2 admeasuring about 0.91 Hectors Rental Rs. 3.46 Yearly, held in Occupancy Class-2 Rights of Mouza – DIGDOH by way of sale to (1) Shri. Govind Namdeo Radke (2) Master Vijay Govind Radke (3) Master Pradeep Govind Radke by a Sale Deed dated 30.03.1989 which was duly registered in the office of Sub-Registrar, Nagpur(Rural)in Book No. 1, Volume No. 192, Pages 176 to 179 at Sr. No. 1778(Cha) on 30.03.1989.

After verification it is found that Shri. Govind Namdeo Radke left heavenly abode on 08.01.2003 and consequent upon his death, his undivided share in the aforesaid land developed his widow Smt. Shantabai Govind Radke and 4 sons namely (1) Shri. Ramrao Govind Radke (2) Shri. Laxman Govind Radke (3) Master Vijay Govind Radke (4) Master Pradeep Govind Radke and 5 Married daughter namely (1) Mrs. Vatchala Harichandra Yelure (2) Mrs. Sitabai Nathuji Hulke (3) Mrs. Asha Hemraj Sonsare (4) Mrs. Geeta Vithalrao Raut (5) Mrs. Chandrakala Ramesh Chinchulkar, by way of intestate succession being only the heirs of the deceased and the same is recorded in 7/12 extract.

After verification it is found that Shri. Vijay Govind Radke left heavenly abode on 06.06.2005 and consequent upon his death, his undivided share in the aforesaid land developed his widow Smt. Vandana Vijay Radke by way of intestate succession being only the heirs of the deceased and the same is recorded in 7/12 extract.

After verification it is found that Shri. Pradeep Govind Radke left heavenly abode on 11.03.2008 and consequent upon his death, his undivided share in the aforesaid land developed his widow Smt. Shakuntala Pradeep Radke by way of intestate succession being only the heirs of the deceased and the same is recorded in 7/12 extract.

After verification it is found that u/s 20 of the Bombay Tenany & Agricultureal Lnads (Vidharbha Rigion & Kuch Area) Act 1958, the Tahsildar, Hingna has abolished the entry of "Kul/Tenant" on the aforesaid Agricultural Land vide its Order passed in Revenue Case No. 01/RTS/64/2007-2008 and the same is recorded in Revenue Records 7/12 extract.

NAGPUR Advocate / Notary

After verification it is found that aforesaid land is converted for Occupancy Class 2 (Bhumidhari Rights) to Class 1 Rights (Bhumiswami Rights) u/s 29 Sub Section 2(K) of the Maharashtra Land Revenue Code, 1997 by the Sub Divisional Officer, Nagpur vide its order passed in the Revenue Case No. 24/LND-18/2007-2008 and the same is recorded in Revenue Record 7/12 Extract.

After verification it is found that aforesaid (1) Shri. Ramrao Govind Radke (2) Shri. Laxman Govind Radke (3) Smt. Shakuntala Pradeep Radke (4) Smt. Shantabai Govind Radke (5) Smt. Vandana Vijay Radke (6) Mrs. Vatchala Harichandra Yelure (7) Mrs. Sitabai Nathuji Hulke (8) Mrs. Asha Hemraj Sonsare (9) Mrs. Geeta Vithalrao Raut (10) Mrs. Chandrakala Ramesh Chinchulkar, lateron transferred/sold their aforesaid land bearing Survey/Khasra/Gut No. 121/2 admeasuring about 0.91 Hectors Rental Rs. 3.46 Yearly, held in Occupancy Class-2 Rights of Mouza – DIGDOH, Patwari Halka No. 6 and including all other easementary rights appurtenant and belonging thereto bearing Grampanchayat House No. 4205 situated at Village Digdoh, Nagpur Gramin within the limits of Grampanchayat Digdoh, in Tahsil Hingna and District Nagpur by way of sale to (1) Shri. Chandrashekhar Wamanrao Khune (2) Shri. Waman Sadashivrao Khune (3) Sau. Vimal Wamanrao Khune (4) Sau Rashmi Chandrashekhar Khune (5) Shri. Ashok Pilaji Choudhari (6) Shri. Pritamsingh Harbansingh Bhatiya(HUF) (7) Shri. Wasudeo Aadkuji Parvate (8) Shri. Nandkishor Wasudeo Parvate (9) Shri. Hemant Hiraman Borkar by a Sale Deed dated 03.10.2008 which was duly registered in the office of Sub-Registrar, Hingna in Book No. 1, at Sr. No. 5972/2008 on 03.10.2008.

After verification it is found that, the aforesaid land has been converted for Non Agricultural land for residential use passed by Collector, Nagpur vide his Order Dated 26.05.2010 BEARING No. Prastut/Collector/KV/1019/2010 passed in Revenue Case No. 507/NAP-34/2009/2010 of Mouza – DIGDOH.

After verification it is found that, the layout plan for the said land consisting of various plots of different sizes therein is duly sanctioned and approved by the Assistant Director, Town Planning, Nagpur vide its Permit No. Sansanag/289 dated 22.01.2010.

After verification it is found that aforesaid co-owners on portioned their aforesaid property between themselves by executing a Partition Deed dated 31.08.2010 which was duly registered in the office of Sub-Registrar, Hingna in Book No. 1, at Sr. No. 4223 on 31.08.2010.

After verification it is found that in terms of the said partition deed dated 31.08.2010, the properties comprising ALL THOSE Piece and Parcel of land bearing Plot Nos. 1, 3, 4 and 8 to 26 containing by total admeasurements 3607.052 Sq. Mtrs (i.e.38826.31 Sq. Fts.) being a portion of the entire land bearing Survey/Khasra/Gut

No. 121/2 of Mouza – DIGDOH, situated at Village Digdoh, Nagpur Gramin within the limits of Grampanchayat Digdoh, in Tahsil Hingna and District Nagpur, fallen to the exclusive share of (1) Shri. Chandrashekhar Wamanrao Khune (2) Shri. Waman Sadashivrao Khune (3) Sau. Vimal Wamanrao Khune (4) Sau Rashmi Chandrashekhar Khune (5) Shri. Pritamsingh Harbansingh Bhatiya(HUF) absolute forever with heritable and transferable rights therein and the same is recorded in revenue Records 7/12 extract.

After verification it is found that the aforesaid (1) Shri. Waman Sadashivrao Khune (2) Sau. Vimal Wamanrao Khune (3) Sau Rashmi Chandrashekhar Khune (4) Shri. Pritamsingh Harbansingh Bhatiya(HUF) executed General Power of Attorney (For Admission) dated 31.08.2010 in favour of Shri. Chandrashekhar Wamanrao Khune and the same is duly registered in the Office of the Sub Registrar, Hingna in Book No. 4 at Sr. No. 4224/2010 on 21.08.2010.

After verification it is found that out of the aforesaid plots, the Plot No. 1 is release by the Executive Engineer(West) Nagpur Improvement Trust, Nagpur vide its letter No. E.E.(WEST) /1155 DATED 15.11.2016. As per the release letter dated 15.11.2016 the area of the said plot no. 1 is shown and declared as 1352.456 Sq. Mtrs.

After verification it is found that (1) Shri. Chandrashekhar Wamanrao Khune (2) Shri. Waman Sadashivrao Khune (3) Sau. Vimal Wamanrao Khune (4) Sau Rashmi Chandrashekhar Khune (5) Shri. Pritamsingh Harbansingh Bhatiya(HUF) have prepared a Plan of a Multistoreyed Building proposed to be constructed on the said land and the same is also duly sanctioned and approved by Building Engineer of the Nagpur Metropolitan Region Development Authority vide its Building Permit No. B.E.(NMRDA) /West / Hingna Tahsil / Case No. MB12017080176 / 2017180801131 / 1079 dated 31.10.2017.

After verification it is found that (1) Shri. Chandrashekhar Wamanrao Khune (2) Shri. Waman Sadashivrao Khune (3) Sau. Vimal Wamanrao Khune (4) Sau Rashmi Chandrashekhar Khune (5) Shri. Pritamsingh Harbansingh Bhatiya(HUF) lateron transferred/sold ALL THAT Piece and Parcel of land bearing Plot No. 1 containing by admeasurements 1352.45 Sq. Mtrs (i.e.14558 Sq. Fts.) being a portion of the entire land bearing Survey/Khasra/Gut No. 121/2 of Mouza – DIGDOH, Patwari Halka No. 6 and including all other easementary rights appurtenant and belonging thereto, bearing Grampanchayat House No. 4205 situated at Ward No. 5, Dnyandeepnagar, Village Digdoh, Nagpur Gramin within the limits of Grampanchayat Digdoh, in Tahsil Hingna and District Nagpur by way of sale/conveyance/transfer to M/s Anurag Developers through its Partner Shri. Chandrashekhar Wamanrao Khune by a Conveyance/Transfer Deed dated

Sharang M. Deo NAGPUR Advocate / Notary

27.07.2018 which was duly registered in the office of Sub-Registrar, Hingna in Book No. 1, at Sr. No. 3202/2018 on 27.07.2018.

After verification it is found that M/s Anurag Developers through its Partner Shri. Chandrashekhar Wamanrao Khune decided to develop the said Plot No. 1 intoResidential/Commercial Estate by constructing Multistoreyed Building thereon consisting of various shops and self contained separates apartment therein. And accordingly the M/s Anurag Developers through its Partner Shri. Chandrashekhar Wamanrao Khune has prepared the plan of a Multistoried Building proposed to be constructed on the said plot of land and to be known and styled as "SHEKHAR ENCLAVE".

After verification it is found that AS THE Real Estate (Regulation and Development) Act, 2016 having cme into force effect from 1st May 2017, the aforesaid Scheme/Project is come under the said act and therefore the provisions of the said act are applicable to the aforesaid Scheme/Project. In pursuance of the said act, the Government of Maharashtra established Maharashtra Real Esttae Regulatory Authority and further promulgated the rules and regulations for implementation of the said act. The provision of the said act, rules and regulation thereof are applicable to the aforesaid entire Building known and styled as "SHEKHAR ENCLAVE".

THAT, the aforesaid entire property comprising Plot No. 1 togetherwith the Multistoreyed Building proposed to be constructed thereon and known and styled as "SHEKHAR ENCLAVE" is submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration on 26.09.2018, which is duly registered in the office of the Sub Registrar Hingna in book No.1, at Sr. No. 4085/2018 on 29.09.2018.

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

Date: 03.10.2018
Place: Nagpur

Sarang M. Deo
NAGPUR
Advocate / Notary

3/10/18

(Adv. Sarang M. Deo)
Signature of the Advocate

SAARANG M. DEO
ADVOCATE & NOTARY
"Sanjay" 40, Pandav Colony,
Chhatrapati Nagar, Nagpur-440015.
Ph. : (0712) 2233[illegible] (R) [illegible]

Annexure-E : Checklist for scrutiny of TIR by the branches/ operating units

The officials scrutinising the TIR need to verify and examine each and every columns/Paragraphs in the TIR and the certificate. This checklist is not substitution but in addition to such a scrutiny.

Name of the borrower : Prospective buyer / borrower
Name of the Advocate submitted the TIR : Adv. S. M. Deo
Number & Date of TIR : 30.09.2018
Short description of the property covered by TIR: Plot No. 1
Survey/Khasra/Gut No. 121/2
of Mouza – DIGDOH

S.NO	Details	Y/N
1.	Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	Y
2.	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	Y
3.	Whether the TIR by the advocate is unconditional?	Y
4	If the TIR has any conditions, whether the same are complied with?	Y
5	As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property.	Y
6	As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?	Y
7	As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the Bank?	Y
8	As per the TIR, whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee?	N
9	As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security have been examined?	N
10	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or chage on the property to be mortgaged to the Bank?	Y
11	Whether the advocate has confirmed that he has conducted independent Search in the Records of Sub-Registrar Office(s) concerned and that the documents convey Clear, Absolute and Marketable Title and are sufficient fo creation of a valid Mortgage?	Y
12	Whether the TIR reveals involvement of any gift deed, PoA, or other circumstances attracting special precautions?	Y / N
13.	Whether the advocate has also submitted the fee receipt for conducting search in the office of Sub-Registrar(s) along with the TIR?	Y
14	Whether the property particulars mentioned in the Title Deed (Sale Deed/ Khatauni) tally with those in the Non Encumbrance Certificate, approved Building Plan and TIR, etc?	Y
15	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	Y / N

16	In respect of loans of Rs.1.00 crore and above: (A) Whether search of title/encumbrance was made by the advocate for a period of not less than 30 years? (B) Whether satisfactory search report (TIR) is obtained from two panel advocates?	Y / N
17	Whether the TIR of any other documents in the matter reveal any pending or conclude litigation in respects of the property offered as security and whether the impact of such litigation has been satisfactorily explained/ got examined?	N
18	(a) Findings, if any in respect of the property offered as the security in the valuation report? (b) Whether there is any inconsistency in the TIR and valuation report in respect of the property ?	Y / N

	CSO/ Field officer/ Authorised Officer	**Relationship Manager/ Branch Head/ Unit Head**
Signature		
Name		
Designation		
Branch/Unit		
Date of scrutiny		