	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?	REgisterd General Yes
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Prima facie in force
	(g) Please comment on the genuineness of POA?	Prima facie genuine
	(h) The unequivocal opinion on the enforceability and validity of the POA?	Prima facie enforceable
28	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly 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 apartments
	(a) Promoter's/Land owner's title to the land/ building;	Not applicable
	(b) Development Agreement/Power of Attorney;	Landowner himself developer
	(c) Extent of authority of the Developer/builder;	Not applicable
	(d) Independent title verification of the Land and/or building in question;	Not Applicable
	(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.;	Not applicable
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	(i) Conveyance in favour of Society/ Condominium concerned;	Not applicable
	(j) Occupancy Certificate/allotment letter/letter of possession;	Not applicable
	(k) Membership details in the Society etc.;	Not applicable
	(l) Share Certificates;	Not applicable
	(m) No Objection Letter from the Society;	Not applicable
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not applicable
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Not applicable
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
30	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Not applicable
31	The period covered under the Encumbrances Certificate and the name of the person in whose	MH001218207201718Edt. 10.05.2017 for

	favour the encumbrance is created and if so, satisfaction of charge, if any.	year 1988 to 2017
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 up to 2016
33	(a) Urban land ceiling clearance, whether required and if so, details thereon.	Not applicable
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Not applicable
34	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Yes, Name of the present owner mutated in 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.	Yes
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.	Not applicable
46	The specific persons who are required to create mortgage/to deposit documents	Intending purchasers/borrowers

	creating mortgage.	

It is observed that Originally the land of Kh. No. 76/2, admeasuring 0.82 HR (2.2 Acre), of Mouza – DIGDOH, P. H. No. 8, Bhogwatdar Class-1, situated at Village Digdoh, Tahsil Nagpur (Rural) and District - Nagpur was owned by Shri Gadibhau Govinda Pardhi being his ancestral property as per revenue records.

It is observed that the said Shri Gadibhau Govinda Pardhi lateron sold out the said land bearing Kh. No. 76/2 by way of sale to M/s Shri Jalaram Dugdha Kendra through its Partners by a Sale Deed dated 26.07.1969 which is duly registered in the office of Sub-Registrar, Nagpur at Sr. No. 4087 on even date.

It is observed that the land admeasuring 1614.615 Sq. Mtrs. land has been handed over to Government of Maharashtra as service road from and out of the land being Kh. No. 76/2. Thus the said M/s Shri Jalaram Dugdha Kendra through its Partners became the owner of the land admeasuring 6585.385 Sq. Mtrs.

It is observed that, the aforesaid land later on converted the said land for Non-Agricultural (Residential) Use vide order of Collector, Nagpur in N.A. Case No. 76/NAP-34/2014-2015 Dated 01.11.2014 of Mouza – Digdoh.

It is observed that said owner M/s Shri Jalaram Dugdha Kendra through its Partners has decided to develop the said property into a residential estate by constructing a multi-storied building thereon consisting of various self contained separate apartments therein.

M/s Shri Jalaram Dudh Kendra later on executed a General Power of Attorney for only sanctioning dated 27.10.2010 in favour of Shri Dharmendra Dwarkadas Kataria, Shri Bharat Manharlal Kataria and Shri Yogesh Katilal Kataria and same is duly registered in the office of Sub-Registrar, Nagpur-6 at Sr. No. 6439 on 28.10.2010.

It is observed that the partners of Shri Manharlal Narbheram Kataria, Smt Vasumati Manharlal Kataria and Shri Ketankumar Manharlal Kataria had give the power of attorney to Shri Bharat Manharlal Kataria which came to be executed on 29.03.2017 which came to b registered at serial no. 1762/2017 in the office of Sub Registrar no. 1 Nagpur.

It is observed that the partners of Shri Kantilal Narbheram Kataria, Shri Nilesh Kantilal kataria and Shri Sanjay Kantilal Kataria had given the power of attorney to Shri Yogesh Kantilal Kataria which came to be executed on 30.03.2017 which

came to b registered at serial no. 1810/2017 in the office of Sub Registrar no. 1 Nagpur.

It is observed that the partners of Smt Chhaya Dharmendra Kataria, Shri Vinal Dharmendra Kataria had given the power of attorney to Shri Dharmendra Dwarkadas Kataria which came to be executed on 29.03.2017 which came to b registered at serial no. 1759/2017 in the office of Sub Registrar no. 1 Nagpur.

It is observed that the said owner M/s Shri Jalaram Dugdha Kendra through its Partners has accordingly prepared a plan of a multi-storeyed building proposed to be constructed on the said land and the same is duly sanctioned by the Nagpur Improvement Trust, Nagpur (Metro) vide its Building Permit No. 8E(METRO)/West/Hingana Tahsil/Case No. MB-4374/20160125173/787 dated 28.04.2016 (Dispatch dated 28.04.2016).

It is observed that the said scheme was submitted to the Maharashtra Apartment Ownership Act 1970 executed the Deed of Declaration dated 11.04.2017 known and styled as JALARAM MANGALAM came to be executed by the said owner which came to be registered on 11.04.2017 at serial no. 1456 in the office of Sub Registrar Hingana."

It is observed that the aforesaid scheme comes under the Real Estate Regulation Act . Hence the bank should ensure that the said builder should be registered under the said act and the government had granted the time till 31.07.2017 to comply the requirement of the act. Hence undertaking should be obtained from the aforesaid builder that he will abide and follow the RERA provisions.

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

Date: 10.05.2017
Place: Nagpur

Signature of the Advocate

Annexure – C: Certificate of title

1. I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Equitable/English Mortgage** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered Equitable

Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure 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/ encumbrances whatsoever. The property is free from all Encumbrances.

6. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower/Purchaser.

7. I certify that Intending Borrowers/Purchasers 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, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:-

1. **Copy of** Sale Deed dated 26.07.1969 for Kh. No. 76/2 executed by Shri Gadibhau Govinda Pardhi in favour of M/s Shri Jalaram Dugdha Kendra through its Partners.
2. **Copy** of N. A. Order dated **01.11.2014**.
3. **Copy of** NIT sanctioned Building Plan and Permit dated 28.04.2016.
4. **Copy** of Deed of Declaration dated 11.04.2017.

5. Copy of Latest 7/12 Extract of 77 plots and 80 plots .
6. Copy of Recent Tax Receipt of Grampanchayat Digdoh.
7. **Original** intended Agreement to Sell executed by M/s M/s Jalaram Dugdh Kendra through is Partners through its Partners in favour of Prospective Purchasers
8. **Original** intended Sale Deed executed by M/s M/s Jalaram Dugdh Kendra through is Partners through its Partners in favour of Prospective Purchasers
9. **Copy** of Occupancy certificate as per RERA guidelines
10. **Original** Undertaking from the Owner/Developer that they will comply the RERA provisions.
11. **Copy of Power of attorney executed by** Power of attorney executed by Shri Amritlal Gokuldas Kataria and others in favour of Shri Dharmendra Dwarkadas Kataria, Shri Bharat Manharlal Kataria and Shri Yogesh Kantilal kataria dated 27.10.2010
12. Copy of Power of attorney executed by Manharlal Narbheram Kataria and two others in favour of Shri Bharat Manharlal Kataria regd at serial no. 1762/2017
13. Copy of Power of attorney executed by Kantilal Narbheram Kataria and two others in favour of Shri Bharat Manharlal Kataria regd at serial no. 1810/2017
14. Copy of Power of attorney executed by Chhaya Dharmendra Kataria and one in favour of Shri Dharmendra Dwarkadas Kataria regd at serial no. 1759/2017
15. Copy of Deed of Partnership

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

SCHEDULE REFERRED TO ABOVE

(RESIDENTIAL)

ALL that piece and Parcel of land bearing Kh. No. 76/2, admeasuring 0.82 Hector R, Rental Rs. 586.00, of Mouza – DIGDOH, P. H. No. 6, City Survey No. 473 & 858, Bhogwatdar Class-1, situated at Village Digdoh, Tahsil Hingana and District - Nagpur and bounded as under :-

On the East	:	Kh. No. 76/1
On the West	:	Kh. No. 75
On the North	:	Road
On the South	:	Road

Place : Nagpur
Date : 10.05.2017

Signature of the Advocate