पावती क्रमांक दोष अर्ज क्रं. ८९८/१६ नोंदणी ३९ म.
Regn. 39 m

दस्तऐवजाचा/आज्ञापत्राचा अनुक्रमांक

दिनांक 28/10/2016 सन २०

दस्तऐवजाचा प्रकार— अॅड. किर्ती महाजन सा. नागपूरीद

सादर करणाऱ्याचे नाव— मौजा - देलनवाडी

खालीलप्रमाणे फी आकारली :—

	रु.	पैसे
नोंदणी फी	७५०	००
नकलाची फी (फोलिओ)	भू. क्र. 909/2013	
पृष्ठांकनाची नकलाची फी	प्लॉट नं. 2	
टपाल खर्च	क्षेत्रफळ 630.21 चौ. मी.	
नकाशा किंवा छायाचे (कलमे ६४ ते ६७)		
शोध किंवा निरीक्षण		
बँक—कलम ३८ अन्वये		
कलम ३४ अन्वये		
प्रमाणित नकलाचा (कलम ५७) (फोलिओ)		
इतर फी (मागील पानाकरीता) बाब क्र.		
(2016 चा - 9280)		
2016 पर्यंत 3000/-		
(अक्षरी- रुपये पन्नास हजार फक्त)		
एकूण	७५०/००	

दस्तऐवज नक्कल

रोजी तयार होईल व दुय्यम निबंधक श्रेणी-१ बह्मपुरी यांचे कार्यालयात देण्यात येईल.

दुय्यम निबंधक

दस्तऐवज वाली नेण्याकरिता दिलेल्या व्यक्तीच्या सही नोंदणीकृत डाकेने पाठविला. दुय्यम निबंधक श्रेणी-१ बह्मपुरी

सादरकर्ता.

ADV. KIRTI MAHAJAN
Advocate

AT.PO.TAH- NAGBHIR
Musabhai Nagar Dist. Chandrapur
Ph.no.07179-240841, 9423608103
9423608134

Annexure – B

Report of Investigation of Title in respect of immovable Property

(To be completed by the panel advocates)

1. a) Name of the Branch/ BU/Office seeking opinion.	State Bank of India, Branch- Udapur Tal. Bramhapuri , Dist. Chandrapur
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.	Shri. Anuj s/o, Vasantrao Mendhule
2. Name of the unit/concern/ company/person offering the property/ (ies) as security.	Shri, Builders & developers, Bramhapuri Regd. no. BPR/ CE/ 430/14 through shri, Anuj Vasantrao Mendhule R/o, Bramhapuri Delanwadi Ward Tah, Bramhapuri Distt. Chadrapur
Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	
State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As a Borrower/ mortgagor
3. Complete or full description of the immovable property/(ies) offered as security including following details	
(a) Survey No.	, N.A. Survey no, 101/280/3 , plot no. 3 area 637.28 Sq.m.
(b) Door No./ House No. (in case of house property)	NA
(c) Extent/ area including plinth/ built up area in case of house property	NA
(d) Locations like name of the place, village, city, registration, sub-district etc.	Mouza- Delanwadi Tal Bramhapuri ,Dist.Chandrapur. Registration Sub District Bramhapuri, Nagar Parishad area Bramhapuri, Panchayat Samiti Bramhapuri Z.P Chandrapur.

Mahajan

Boundaries of plot no. 3	East- Others land West- Plot no. 2 North- 12 meter wide road through Layout South- Rest of the land out of survey no. 101 & 280
Particulars of the documents scrutinized- serially and chronologically	
Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. (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.	

Sl. No	Date	Name / Nature of the Document	Original/certified copy/ certified extract/ photocopy, etc.	Scrutinized
1	Sale deed dt 15/7/2016	Executed by Shri. Devrao s/o Bakshiji Pillare in favour of Shri, Builders & Developers, Bramhapuri through, Mr. Anuj Vasantrao Mendhule which is duly registered as per Dast no. 888/2016 dt. 15/7/2016	Original	Scrutinized
2	Order Dtd. 31/8/2016 vide Rev.caseno. 2/RTS-64/2015-16	Rectification&consolidation order granted by Tahsildar, Bramhapuri In the name of Devrao Bakshiji Pillare & Anuj Vasantarao Mandhule.	Xerox copy	Scrutinized
3	Nagar Parishad Permission for using the land for N.A. purpose	NA order passed by Chief Officer , Bramhapuri in the name of Shri,	Xerox copy	Scrutinized

3	7/12extract of plot no. 3 of N.A. survey no.101/280/3	Devrao Bakshi Pillare 7/12 extract of plot no. 3 of N.A. survey no. 101/ 280/3 recorded in the name of Shri Builders & Developers, Bramhapuri Through Anuj Vasantrao Mandhule in the revenue record of mouza- Delanwadi	Certified copy	Scrutinized
5	Nagar Parishad construction Permission Letter dtd. 3/10/2016	Shri,Builder&Develop-ers through Anuj Vasantao Mandhule	Xerox copy	Scrutinized
6	Tax Assessment/ Malmatta Patrak dtd, 23/8/016 of Malmatta no. 2307 of Pward no. 4	Document issued by Chief Officer Nagar parishad, Bramhapuri mentioning name of Shri Builder & Developers, Bramhapuri through Anuj Vasantrao Mendhule as an owner.	Certified copy	Scrutinized
7	Tax receipt of House no. 2307/4 for the year 2016-017	Anuj s/o, Vasantarao Mandhule	Original	Scrutinized

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)	I have taken search of the Records of Registrar office, Bramhapuri from Inspection Book No.(I) and Index No.(II) and other relevant records from the last 30yrs i.e. from 1987 to 2016 by paying the necessary search fee vide receipt no.898/16 dated 14/10/2016 The original search fee receipt is enclosed herewith.
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	Yes

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
7. a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-registrar office, Bramhapuri
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?	No
c) Whether search has been made at all the offices named at (b) above?	Yes
d)Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
8. Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the 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. **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)**	As mentioned below
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.)	Full ownership Right
10. If leasehold, whether;	No
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	Not applicable

sub-leasing and mortgage by Sub-Lessee also.	
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;	No
grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	
the mortgagor is competent to create charge on such property,	yes
Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	No
12. If occupancy right, whether;	No
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:	No
a) The Gift/Settlement Deed is duly stamped and registered;	NA
b) The Gift/Settlement Deed has been attested by two witnesses;	NA
c) The Gift/Settlement Deed transfers the property to Donee;	NA
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;	NA
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;	NA
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;	No

h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No
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?	Not applicable
16. Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will?	Not applicable
(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/	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
(b) 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?	No
(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	No
(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	No
(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	No
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	No
(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?	No
(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes, Permission granted by Chief Officer, Nagar Parishad Bramhapuri vide order dtd., 8/6/2016 vide Case no. NPB/Niyojan/NA/2016/289
21. Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws,	No

weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.).	
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.	No
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.	Not applicable
24. (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No
(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	No
(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	No
25. Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No
26. In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not applicable
27.(a) Whether any POA is involved in the chain of title?	No
(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-	Not applicable

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.	
(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 Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	No
(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?	NO No NA NO
(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?)	No
(g) Please comment on the genuineness of POA?	NA.
(h) The unequivocal opinion on the enforceability and validity of the POA?	NA.
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	Not applicable

Bhaskar

executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	
29.If the property is a flat/apartment or 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.; (h) Approval of building plan, permission of appropriate/local authority, etc.; (i) Conveyance in favour of Society/ Condominium concerned; (j) Occupancy Certificate/allotment letter/letter of possession; (k) Membership details in the Society etc.; (l) Share Certificates; (m) No Objection Letter from the Society; (n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building,Regulations,Development Control Regulations, Co-operative Societies' Laws etc.; (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any; (p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. (q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes, Residential Flat No No. Yes No NA No NA yes N0 NA NA NA NA Fulfilled NA yes NA
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.	NA
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.	NA

Balaji

32. Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid.
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 applicable Not applicable
34. Details of RTC extracts / mutation extracts/ Katha extracts pertaining to the property in question.	Not applicable
35. Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	yes
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?	NA
(a) Document in relation to electricity connection;	no
(b) Document in relation to water connection;	no
(c) Document in relation to Sales Tax Registration, if any applicable;	Not applicable
(d) Other utility bills, if any	Nil
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,	NA

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please provide these comments subsequently, on making the same available to the advocate.)	
40. Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41. Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
42. In case of 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.	No
44. Additional aspects relevant for investigation of title as per local laws.	Nil
45. Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Nil
46. The specific persons who are required to create mortgage/to deposit documents creating mortgage.	**Shri, Builders & Developers, Bramhapuri Through, Anuj Vasantrao Mendhule**

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

Annexure to the Clause No.8 of Annexure –B

Title Historry

That, the title history of the last 30 yrs. shows that, from the document place before me and information receive from the barrower/ applicant and search made by me, the history of the ownership and title of the property on dtd.1/1/1987 this is the commencing date of my investigation shows that.

Initially, **Shri, Devrao s/o, Bakshiji Pillare** was the owner of agriculture land property bearing survey No.101 area 0.87 H.R. & survey no. 280 area 0.08 R Situated at mouza- Delanwadi Tah- Bramhapuri Dist. Chandrapur . He was in undisturbed & peaceful possession of the said property till the year 2015. Thereafter, **Shri, Devraos/o, Bakshiji Pillare** filed an application before the Chief officer, Bramhapuri for the conversion of land Survey no. 101 area 0.87 H.R. and Survey no. 280 area 0.08 H. R into the Non-agriculture residential purpose. The Hon'ble Chief officer, Bramhapuri registered case vide

NAB/Neyojan/NA/2016/289. The Hon'ble Chief officer gone through the entire record Survey no. 101 & 280 of of mouza- Delanwadi Tal. Bramhapuri and satisfied with the title of him and passed an order on 8/6/2016. It reveals from the N.A. order granted by chief Officer, Bramhapuri , as per Mah. Govt. Gazzet No. एनएपी2016/प्र.क्र.७८/टी-१ दिनांक २२ जानेवारी २०१६.

Thereafter, **Shri, Devrao s/o, Bakshiji Pillare sold the plot no. 3 area 290.41 of Non-agriculture Survey no. 101/3 & and plot no. 3 area 346.87 Sq.m. of Non-agriculture survey no. 280/3 of Mouza-Delanwadi to Shri, Builder & Developers, Bramhapuri, regd. No. BPR/CE/430/14 through shri, Anuj Vasantrao Mendhule by way of registered sale deed which is registered in the office of Sub-registrar Bramahpuri vide Dast no. 888/ 2016 dtd.15/7/2016. By virtue of said sale deed Shri, Builder & Developers, Bramhapuri, through shri, Anuj Vasantrao Mendhule became the owner of plot no. 3 of survey no. 101/3 and plot no. 3 of survey no. 280/3 and since he is in possession of the said schedule property as an owner.**

Thereafter, shri, Devrao Bakshiji Pillare & Anuj Vasantrao Pillare filed an application before the Tahsildar, Bramhapuri for the rectification & consolidation of record of survey no.101 & survey no. 280 in respect of plot no. 2 &3. Those plot no. 2 & 3 divided in survey no.101 & survey no. 280 and Registered the case vide Rev. Case no. 2/ RTS-64/ 015-016 and gone through the entire record Survey no. 101 & 280 of of mouza- Delanwadi Tal. Bramhapuri and satisfied with the title of him and passed an order on 31/8/2016 and rectified and consolidate the survey no. 101 & 280 of plot no.2 And survey no.101 & 280 of plot no. 3 of Mouza- Delanwadi Tah- Baramhapuri. Thereafter said plot no.3 consolidate in 7/12 & got new no. 101/280/3.

Thereafter, Shri, Builder & Developers, Bramhapuri, through shri, Anuj Vasantrao Mendhule the applied on to the Nagar parishad Bramhapuri for grant of permission for the construction of residential house on the schedule property plot no. 3 of survey no. 101/280/3 . The Nagar parishad granted permission on 3/10/2016 for construction of House. Accordingly, Shri, Builder & Developers, Bramhapuri, through shri, Anuj Vasantrao Mendhule is in possession of the said thereof. The said land of plot no. 3 of survey no. 101/ 280/3 of Mouza- Delanwadi is recorded in the Tax Assessment record of Nagar Parishad , Bramhapuri vide Malmatta no. 2307 ward no. 4 Delanwadi. The applicant has paid the tax of open plot no.3 to the Nagar parishad Bramhapuri vide house no. 2307/4 on 23/8/ 2016 for the year 2016-017. The Nagar Parishd record shows that , the applicant Shri, Builder & Developers, Bramhapuri, through shri, Anuj Vasantrao Mendhule is the owner of schedule property plot no. 3 of survey no. 101/280/3.

I have seen the original copy of sale deed dtd. 15/7/ 2016 which is properly stamp and registered and found genuine. I have also seen the Nagar parish record of schedule property mentioning the name of **Shri, Builder & Developers, Bramhapuri, through shri, Anuj Vasantrao Mendhule as a owner. the record are found genuine.**

That, the name of **Shri, Builder & Developers, Bramhapuri, through shri, Anuj Vasantrao Mendhule** has been mutated and recorded in the revenue record of N.A.Plot no. 3 of Survey no.101/280/3 of Mouza-Delanwadi as a owner of plot no. 3. I have also seen the certified copy of 7/12 extract which is found to be genuine.

During the course of my inspection, I , I do not find encumbrance of any other Bank on the date of search. The said property is easily marketable and will be free from all encumbrances. Under such circumstances the creation of **equitable mortgage** for loan is possible.

The chain of title is properly established and is unbroken **Shri, Builder & Developers, Bramhapuri, through shri, Anuj Vasantrao Mendhule** has valid clear and marketable title.

In my opinion, **Shri, Builder & Developers, Bramhapuri, through shri, Anuj Vasantrao Mendhule** is absolute owner of the said property which is specifically described in the schedule annexed here with

Date: 18/10/2016

Place: Nagbhid

Signature of the Advocate

ॲड. किर्ती (महाजन) करकाडे

नागभीड, जि. चंद्रपूर. फोन : ४४०८४१

ANNEXURE

CERTIFICATE OF TITLE

1. I have examined the copy of 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 of **equitable Mortgage** & 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 Sub-Registrar Office Bramhapuri, Revenue Records,Delanwadi . 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 negligance 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. 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 .

6. Minor/(s) and his/ their interest in the property/(ies) is to the extent of _____----_____ (Specify the share of the Minor with Name). (Strike out if not applicable).

7. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower, Shri/Smt/M/s. **Shri, Builder & Developers, Bramhapuri, through shri, Anuj Vasantrao Mendhule**

8. I certify that Shri/ Smt/ M/s. **Shri, Builder & Developers, Bramhapuri, through shri, Anuj Vasantrao Mendhule** 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.

9. 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:

a. **Registered sale deed 15/7 /2016 vide Dast no. 888/2016** - **Original**

b. **7/12 extract of plot no. 3 of survey no. 101/280/3** - **True copy**

c. **N.A. Order dtd. 8/6/2016 vide case no. NAB/Niyojan/NA/ 2016/289 of Mouza- Delanwadi**

d. **Tahasildar order dtd. 31/8/2016 passed case no.RM NO. 2/RTS-64 /2015-016.**

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

SCHEDULE OF THE PROPERTY (IES)

All that , piece and parcel of **Plot no. 3 of survey no. 101/280/3** situated at **Delanwadi** P.H. No. 12 Settlement no. 252 , R.I.C. Bramhapuri ,Tal Bramhapuri Dist. Chandrapur, Registration Sub-registrar, Bramhapuri. Nagar Parishad Bramhapuri .Z.P. Chandrapur.

Area of plot no. 3 :-

East –west North Side = 40-90 M.

East-west South Side = 38.00 M.

North South East sida = 16.00 M.

North-South West side = 16.00 M.

Total Area = **637.28** Sq.m.

Dimension of plot no. 3 :-

East - Land of others

West - Plot no.2

North – 12 meter wide road through Layout

South - Rest of the land out of survey no. 101& 280

Signature of the Advocate

Place- Nagbhid

Date :- 18/10/2016