

Harjeet Singh Chhabra

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Date : 03.06.2022

LEGAL SCRUTINY REPORT (LSR FORMAT-1)

To,

**THE BRANCH, MANAGER
CENTRAL BANK OF INDIA
BRANCH - CLOTH MARKET, INDORE (M.P.)**

Dear Sir,

With reference to your instructions bearing letter no. NIU, dated 16-04-2022, I submit my Legal Scrutiny Report as hereunder:

1.	Name and address of the present title holder	Mohd. Aziz S/o. Mohd. Habib, R/o. 2/2, Chhoti Gwaltoli, Nawab Banda Compound, Indore (M.P.)
2.	Name and address of the intended mortgagor	Mohd. Aziz S/o. Mohd. Habib, R/o. 2/2, Chhoti Gwaltoli, Nawab Banda Compound, Indore (M.P.)

03- Details/Description of the Property/ies to be mortgaged :-

Item No.	Survey No. Khata No., House No., Site No.	Extent/Areas of Land/Building	Location Sub-District/District/Village/Municipality etc.	Boundary
1.	Plot/House No. 22, Manikbagh Annex, Indore (M.P.)	826.5 Sq.ft.	Manikbagh Annex, Indore (M.P.)	East - Plot No. 21 West - Open Land North - 25 Ft. Road South - Open land of Usha Trust

04 Details/description of the documents scrutinized

S. No.	Date of Document	Name of Document	Whether Original/Certified/True Copy/Photostat
1.	21.09.1973	Reg. Sale deed no. 1A/6122	Original
2.	12.08.1976	Reg. Counter Part no. 1A/5552	Original
3.	28.05.1979	Reg. Sale deed no. 1A/2446	Original
4.	29.07.1982	Sanctioned map from IMC, Indore vide Naksha Dakhala Memo No. 511	Original
5.	28.04.1998	Sanctioned map from IMC, Indore vide Naksha Dakhala Memo No. 118	Original
6.	19.04.2021	Death Certificate of Shri Vallabh S/o. Shri Gariba Pardeshi	Original
7.	26.05.2022	Reg. Sale deed no. MP179092022A1554059	Original
8.	01.06.2022	Reg. Amendment deed no. MP179092022A1582209	Original
5.	Brief history of the property/ies and how the present title holder/owner has derived the title. Give the derivation/history of title in chronological order Search and Investigation :-		

1. That, the property Plot No. 22, Manikbagh Annex, Indore (M.P.) basically belongs to Princess Usha Trust.
2. Thereafter Princess Usha Trust executed reg. sale deed in favour of Rameshchandra S/o. Shri Pyarelal for property Plot No. 22, Manikbagh Annex, Indore (M.P.) vide Reg. Sale deed no. 1A/6122, dated 21.09.1973 and they also executed a Reg. Counter Part no. 1A/5552, dated 12.08.1976.
3. Thereafter Rameshchandra S/o. Shri Pyarelal executed reg. sale deed in favour of Shri Vallabh S/o. Shri Gariba Pardeshi for property Plot No. 22, Manikbagh Annex, Indore (M.P.) vide Reg. Sale deed no. 1A/2446, dated 28.05.1979.
4. Thereafter Shri Vallabh S/o. Shri Gariba Pardeshi got sanctioned map from IMC, Indore vide Naksha Dakhala Memo No. 511, dated 29.07.1982 and also got sanctioned map from IMC, Indore vide Naksha Dakhala Memo No. 118, dated 28.04.1998.
5. Thereafter Shri Vallabh S/o. Shri Gariba Pardeshi died on 19.04.2021 and after his death his LR's (1) Smt. Laxmi W/o. Late Shri Vallabh Pardeshi, (2) Saurabh S/o. Late Shri Vallabh Pardeshi, (3) Smt. Jyoti W/o. Shri Santosh Rajak, (4) Smt. Aarti W/o. Shri Vivek Rajak, (5) Smt. Geeta W/o. Shri Shankarlal Pardeshi, (6) Smt. Shobhana W/o. Shri Nitesh Batav became the joint owners of the above mentioned property and they mute their own name in the record of IMC, Indore.
6. Thereafter (1) Smt. Laxmi W/o. Late Shri Vallabh Pardeshi, (2) Saurabh S/o. Late Shri Vallabh Pardeshi, (3) Smt. Jyoti W/o. Shri Santosh Rajak, (4) Smt. Aarti W/o. Shri Vivek Rajak, (5) Smt. Geeta W/o. Shri Shankarlal Pardeshi, (6) Smt. Shobhana W/o. Shri Nitesh Batav executed reg. sale deed in favour of Mohd. Aziz S/o. Mohd. Habib for property Plot/House No. 22, Manikbagh Annex, Indore (M.P.) vide Reg. Sale deed no. MP179092022A1554059, dated 26.05.2022.
7. Thereafter Mohd. Aziz S/o. Mohd. Habib executed Reg. Amendment deed no. MP179092022A1582209, dated 01.06.2022 for change in Boundaries.

6.	Name of The persons who is/are the present owner/s of the property/ies.	Mohd. Aziz S/o. Mohd. Habib, R/o. 2/2, Chhoti Gwaltoli, Nawab Banda Compound, Indore (M.P.)
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... 2 ...

7.	Whether the property is ancestral/ or under joint ownership or the minor is having interest in the property? If the property is in joint names, whether the share of all the co-owners is identified? If so, its effect thereof	N.A.
8.	Whether the party has absolute, clear and marketable title over the property/ies proposed to be mortgaged and can create to valid mortgage on the property/ies.	Yes
9.	If the intended Mortgagor is not owner at present, how the title shall be transferred in favour of intended mortgagor.	As per Sale-deed.
10.	Whether the permission from any Authority is necessary before cration of mortgage by the intended mortgagor ?	Property Tax should be obtained from the owner.
11.	Whether the Bank will be able to enforce SARFAESI Act, if required against the mortgaged property offered as security?	Yes
12.	a) What is the nature of the title of the owner i.e. tenancy right, full ownership, occupancy right, possessory right, minor's right or any other type of right? Clarify. b) Leasehold immovable property/ies. (Whether the land/building(s) is/are leasehold. Please verify the terms of the lese(s) the name and address(es) of the lessor(s) and whether any permission/NOC from the lessor(s)/ company authority is required for transfer (such as mortgage, sale, etc.) of the property/ies).	N.A.
13.	Whether there is any restriction/ prohibition under personal laws of the owner/mortgagor to hold the property/ies under the title deeds through which he has derived the title.	No
14.	Whether the latest title deed and the immediately previous title deeds (all) are available in originals.	Yes
14.1	If all the title deeds are not available in original, reasons thereof, in writing?	N.A.
14.2	In case the original title deeds are not available, the details thereof and the impact on creation of Equitable Mortgage.	N.A.
14.3	a) Whether any Power Of Attorney (POA) is involved in the chain of title?	N.A.
	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.	N.A.
	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).	N.A.
	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.	N.A.
	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.
	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?	N.A.
	j) 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?)	N.A.
	g) Please comment on the genuineness of POA?	N.A.
	h) The unequivocal opinion on the enforceability and validity of the POA.	N.A.
15.	Whether the photographs of parties as affixed in conveyance deed/ title deed tally with the photograph seen in the certified copy as obtained from the registrar's office?	N.A.
16.	Whether the building tax/land revenue has been paid, up to date.	Property Tax should be obtained from the owner.
17.	Whether any dues recoverable as land revenue are outstanding.	Property Tax should be obtained from the owner.
18.	Whether the land has been converted under the Land Revenue laws? If not required to be converted, give reasons.	N.A.
19.	Whether the land is affected by any revenue and tenancy legislations ? If so, how and to what extent and the remedy, if any.	N.A.
20.	Whether the permission under the Urban Land (ceiling & regulation) Act, 1976 is necessary or not ?	N.A.
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.)?	N.A.
22.	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
23.	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	No

... 3

H9

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... 3 ...

24.	(a) Is/Are the property/ies free from encumbrances. If no, give details of encumbrances	That, the above mentioned property is free from all encumbrances.
	(b) Please give detailed account of creation of charge/mortgage or redemptions for a minimum period of 13 years and also state the subsisting charge/mortgage if any, mentioned in the encumbrance certificate for the last 13 years in case of Priority sector advances and for the last 30 years in all other cases.	That, the above mentioned property is free from all encumbrances.
	(c) 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.	As per List of Para 05.
25.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Affidavit from the Borrower should be obtained regarding same.
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	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?	N.A.
26.	a) In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	N.A.
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	c) Whether the person (s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
27.	a) 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 Associations/provision for common seal etc.	N.A.
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	N.A.
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?	N.A.
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)?	N.A.
28.	Whether the proposed equitable mortgage by deposit of title deeds is possible? If so, what are the documents to be deposited? If deposit is not possible, can there be a simple mortgage or by a Registered mortgage or by any other mode of mortgage?	As per below required documents.
29.	Whether the property/ies is/are freehold or leasehold or self-occupied or tenanted? If lease-hold/tenanted, what is the remaining term of Lease/tenancy? Whether the property/ies can be taken as mortgage and what precautions to be taken?	Freehold Property
	In case of leasehold property, whether permission/ NOC from the lessor is required for creation of mortgage?	N.A.
	If Yes, Whether permission/NOC of the lessor is obtained?	N.A.
30.	If owner is a company, Partnership Firm Trust, Temple, Wakf or other legal persons, how the title is affected by its Memorandum and Articles of Association, Partnership deed, Trust deed or rules or bye law and what are the precautions to be taken under rules or bye-laws and also how the right to create mortgage is affected by Hindi Religious and Endowments Laws and/or Wakf Deed or Wakf Act, as the case may be.	N.A.
31.	If property/ies to be mortgaged is/are flat/apartment is residential or commercial complex, how for independent title is ensure and how the enjoyment of common areas and facilities are ensured to the flat owner (mortgagor); what are the documents of title available for creating mortgage? Documents/records to be taken from builder/owners and their Bankers.	N.A.
32.	Whether any permission of Income Tax Authorities/Assessing Officer is required under the provisions of Income Tax Act for creation of mortgage or any certificate is to be submitted to the Bank to show that no dues are outstanding to the Income Tax Department?	N.A.
33.	Flat owned/controlled by societies: special requirements to be taken if society refuses to note bank lien/interest.	N.A.
34.	Please state the names of the persons who should join in the creation of mortgage of the property/ies either by deposit of title deeds or by registered mortgage, etc.	Mohd. Aziz S/o. Mohd. Habib
35.	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, Sub-Registrar, Indore
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes
36.	Any additional documents/precautions, required to be taken	N.A.
37.	Investigation in regard to Agricultural Land:	N.A.

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... 4 ...

a)	Whether land is surplus. If so, give specific details	N.A.
b)	Whether the land is under self-cultivation.	N.A.
c)	If land is owned in different Khatas or is under joint share, give specific share in each Khata.	N.A.
d)	If consolidation of holdings/acquisition proceedings etc. are in progress in the area, whether the transfer of the land is possible under the state enactments.	N.A.
e)	Whether any prior/hidden charges exists against the land. Non-encumbrance should be for a period of 13 years preceding the date of this non-encumbrance certificate.	N.A.
f)	Whether mutation has been completed in case of existing charges/pending charges.	N.A.
g)	Inspection of land on the spot in regard to the quality of land (such as irrigated/unirrigated/water logged, etc.) in order to enable the bank to determine its value.	N.A.
h)	Whether any Government loan/taccavis/ Coop loan etc. have been raised against the land, and if so, details about the charges/encumbrances may be specified.	N.A.
38.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	N.A.
39.	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	N.A.
40.	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
41.	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.
42.	Please also specify as to what additional documents, if any, are required for creating valid and enforceable mortgage. If the mortgagor is a company/partnership firm/trust, society/association/LLP/HUF? proprietorship firm.	N.A.

CERTIFICATE : Whether CONDITIONAL/UNCONDITIONAL

If Conditional, Kindly mention the conditions to be completed before creation of Mortgage :

- A. N.A.
B. N.A.
C. N.A.

CERTIFICATE : I have scrutinized the original title deeds deposited relating to the property/ies offered as security by way of equitable mortgage/registered mortgage etc. and the documents of title referred to above are perfect evidence of title and that if the said documents are deposited and equitable mortgage/registered etc. is created in the manner required by law. It will satisfy the requirements of creation of equitable mortgage/registered mortgage etc. and I further certify that:-

- There are prior mortgages/charges whatsoever as could be seen from the encumbrance certificate for the period from 1992-93 to 2021-22 (30 Years) pertaining to the immovable property/ies covered by the above said title deed.
- There are prior mortgages/charges to the extent of which are liable to be cleared or satisfied by complying with the following : **NOT APPLICABLE**
(a) --
(b) -- etc.
- There are claims from minor/s and his/their interest in the property/ies is/are to the extent of _____ (specify the share of minor/s with name). **Not applicable**
- The undivided share of the minor/s is _____ (specify the share of the minor/s). **Not applicable**
- The property/ies is/are subject to the payment of Rs. _____ (specify the liability that is fastened or could be fastened on the property/ies). **Not applicable**
- Provision of Urban Land (Ceiling & Regulation Act, 1976 are not applicable. If applicable, permission is obtained. **Not applicable.**
- Holding/acquisition is in accordance with the provisions of the Land Reform Act. **Not applicable.**
- The mortgage is perfect and available to the bank for the liability of the prospective borrower, Mohd. Aziz S/o. Mohd. Habib.
- I have obtained the certified copies of the title deeds and have compared the same with the original title deeds which tallies with each other.
- I have examined the record of the Registrar's Office and certify the genuineness of the original title deeds.

... 5

299

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... 5 ...

I shall be liable/responsible, if any loss is caused to the Bank due to negligence on my part in making the search and Bank has the unqualified right to publish my name for including in the caution list being maintained by the INDIAN BANKS' ASSOCIATION OR RESERVE BANK OF INDIA OR ANY OTHER SUCH BODY for circulation amongst Banks/Financial Institutions

I certify that Mohd. Aziz S/o. Mohd. Habib, R/o. 2/2, Chhoti Gwaltoli, Nawab Banda Compound, Indore (M.P.) has/have a valid, clear and marketable title to the property/ies shown above after completion of the following conditions :

1. ----
2. ----
3. ----

The following documents are required to be deposited for creation of Equitable Mortgage:

Sr. No.	Name(Type) of Documents	Date of Documents	Original/Certified Copy/ Photocopy
1.	Original - Reg. Sale deed no. 1A/6122, dated 21.09.1973		
2.	Original - Reg. Counter Part no. 1A/5552, dated 12.08.1976		
3.	Original - Reg. Sale deed no. 1A/2446, dated 28.05.1979		
4.	Original - Sanctioned map from IMC, Indore vide Naksha Dakhala Memo No. 511, dated 29.07.1982		
5.	Original - Sanctioned map from IMC, Indore vide Naksha Dakhala Memo No. 118, dated 28.04.1998		
6.	Original - Death Certificate of Shri Vallabh S/o. Shri Gariba Pardeshi		
7.	Original - Reg. Sale deed no. MP179092022A1554059, dated 26.05.2022		
8.	Original - Reg. Amendment deed no. MP179092022A1582209, dated 01.06.2022		
9.	Updated Property Tax Paid Receipt.		
10.	Affidavit from Mortgagor		

Place : INDORE
Date : 03.06.2022



Receipt No. 10146/46, dated 03.06.2022 (Indore)

10146

रसीद दस्तावेज वगैरह

46

फतर	मुकाम	केस को दी गई	दस्तावेज की तफसीलवारी व कीमत या दस्तखत की तारीख या किस्म जो मुहरबन्द लिफाफा लिया गया हो जिसके बाबत फीस दाखिल हुई हो उसके ऊपर लिखी हुई इबारत	तादाद फीस (अगर हो तो) दाखल शुदा	दस्तावेज की वापस करने की कैफियत
1			रसीद दस्तावेज वगैरह 20/06/22	1500	

दिख . 03/06/22

उप पंजीयक



N.V. BHALERAO, B.Com. LL.B (Hons)

ADVOCATE

102, Sky-Star, 49/1, Snehlataganj, Street No.1, Indore-452003

Phone:-0731-2534704, Mob:-98260-38733, Mail:-bhalerao.nv@gmail.com

Ref.:-TR/IQB/BK/19/2017-18

Dated:-18-04-2017

Original

LEGAL OPINION - TITLE REPORT

To,
The Branch Manager,
Indian Overseas Bank, Bhawarkuwan Branch,
Siddharth Nagar, A.B. Road, Bhawarkuwa, Indore

(1) Name of Borrower(s):-	
(2) Name of his Father/Husband:-	
(3) Whether borrower is the owner of the property, if not, who is the owner and what is his/her relationship to the borrower	Shri. Vallabh S/o Shri. Garbia Pardeshi (Borrower is owner)
(4) The Status of the owner of the property Individual, HUF, Firm or Ltd. Company	Individual

(5) Description of property:-

Sl. No.	Extent	Survey No.	Situated in (please give door/Plot No., name of street, Village & District	Amount Of Tax/ Kist	Boundary
1.	826.5 Sq. Ft. land		Plot No.22, Manikbag Annex Colony, Indore		East: Plot No.31, West: Open land, North: Road, South: Land of Usha Trust,

(6) List of documents originally produced (please also state whether original/registration copy/photocopy etc.):-

- (1) Sale-deed Reg. No.1A/6122/2882/1973 dated:-21-09-1973 executed by Princess Usha Trust through Secretary in favor of Shri. Rameshchandra S/o Shri. Pyare (Photocopy)
- (2) Counter Part Reg. No.1A/5552//4198/1976 dated:-12-08-1976 executed by Princess Usha Trust through Secretary in favor of Shri. Rameshchandra S/o Shri. Pyare (Photocopy)
- (3) Sale-deed Reg. No.1A/2446/5002/1979 dated:-28-05-1979 executed by Shri. Rameshchandra S/o Shri. Pyarelal in favor of Shri. Vallabha S/o Shri. Gariba Pardeshi (Photocopy)
- (5) Sanction Map No.511 dated:-29-07-1982 (Photocopy)
- (6) Sanction Map No.118 dated:-28-04-1998 (Photocopy)

(7) List of further documents called for and verified before rendering opinion

Nil



(8) History of title based on documents mentioned in Clause 6 & 7:-

Abadi land of Manibag Palace at Kasba Indore was owned and possessed by Princess Usha Trust formed by the legal heirs of the then Ruler of Indore Smt. Usharaje. The Trust has decided to sale the excess land of said Palace to his employees after obtaining all the necessary permissions. The Plot No.22, Manikbag Annex Colony, Indore with an area of 826.5 Sq. Ft. land has been sold by the Trust to one of his employee Shri. Rameshchandra S/o Shri. Pyare by a registered sale-deed bearing Reg. No.1A/6122/2882/1973 dated:-21-09-1973 for a consideration of ₹826.50 P. Later-on the seller Trust has executed an Amendment in sale-deed dated:-21-09-1973, in original sale-deed the wrong area of plot was mentioned this mistake is corrected by a registered Counter Part Reg. No.1A/5552/4198/1976 dated:-12-08-1976. Then the owner of plot has sold the plot to present owner Shri. Vallabha S/o Shri. Gariba Pardeshi by a registered sale-deed bearing Reg. No.1A/2446/5002/1979 dated:-28-05-1979 for a consideration of ₹3000/-. After purchasing the plot the owner with an intention to construct a house on the plot has applied to Indore Municipal Corporation and said permission was granted to him vide its Memo No. 511 dated:-29-07-1982, later on the owner to construct further again applied for permission and said permission was granted vide Memo No.118 dated:-28-04-1998. All these documents are properly stamped and registered as per the provisions of Indian Stamp Act and Indian Registration Act respectively and confer a valid and marketable title on the owner and can be mortgaged with Bank

(9) In whose name the patta stands-In name of the present owner or predecessor in title	Shri. Vallabha S/o Shri. Gariba Pardeshi (Present owners)
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(10) if any and if Detail of encumbrance so, how they are discharged (EC for minimum 13 years to be verified ?)

I have taken search of Index II maintained by The Sub-Registrar, Indore for a period 2004-05 to 2017-18 and pertaining to Plot No.22, Manikbag Annex Colony, Indore, owned by "Shri. Vallabha S/o Shri. Gariba Pardeshi", to find out whether the above mentioned property is encumbered in any manner or not. After taking search of Index II as is available with The Sub-Registrar, Indore, I hereby certify that the said property is not encumbered in any manner.

(11) Whether any minor's Interest/ litigation attachment charge is involved in the property?	No
(12) Whether latest tax/kist receipts have been produced? for how many preceding years tax/kist receipts are produced ?	Branch should verify it
(13) Whether Chitta 10-(i) Extract/ Adangal Verified?	N.A.
(14) If property is building, is the plot in approved lay out?	Yes
(15) Has the building been constructed after approval of plan by relevant authorities and assessed to tax?	Yes, building has been constructed by M.P. Housing Board
(16) Is there any excess/Vacant land attracting provisions of Land Ceiling Acts ?	N.A.
(17) Is the property affected by Urban Land Ceiling and Regulation Act, if so, whether permission of relevant authority been Obtained for creating encumbrance?	The application of The Urban Land (C.& R.) Act,1976 has been discontinued in the State of Madhya Pradesh by passing a resolution w.e.f. 17-2-2000

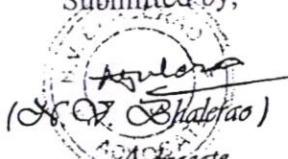
(18) Is the title and possession of the party to the property clear, absolute and marketable and valid mortgage by deposit of title deeds could be created?	Yes
(19) <u>The list of documents which are to be deposited for creating mortgage by deposit of title deed:-</u>	
(1) Original Sale-deed Reg. No.1A/6122/2882/1973 dated:-21-09-1973 executed by Princess Usha Trust through Secretary in favor of Shri. Rameshchandra S/o Shri. Pyare	
(2) Original Counter Part Reg. No.1A/5552//4198/1976 dated:-12-08-1976 executed by Princess Usha Trust through Secretary in favor of Shri. Rameshchandra S/o Shri. Pyare	
(3) Original Sale-deed Reg. No.1A/2446/5002/1979 dated:-28-05-1979 executed by Shri. Rameshchandra S/o Shri. Pyarelal in favor of Shri. Vallabha S/o Shri. Gariba Pardeshi.	
(5) Xerox of Sanction Map No.511 dated:-29-07-1982	
(6) Xerox of Sanction Map No.118 dated:-28-04-1998	
(20) The list of additional documents like "Nil", E.C. for subsequent period/ Affidavit/ indemnity required to be obtained by the Bank	No
(21) Any other remark which the lawyer rendering title deed opinion wishes to make	No
(22) Whether there is any indication or doubt to show that the land belongs to Govt. or it is under acquisition	No
(23) Is there any bar for mortgaging the lands as per any local law ? e.g. Prohibition for offer of agricultural lands as security for borrowing outside the state or Commercial/ Non-agricultural borrowings	N.A.

(24) **Certification:-** I personally visited The Registrar Office, searched the records and Ensured the correctness of the entries in the register and there is no omission of any encumbrance on the E.C.

(25) I also certify that the documents mentioned in Para No.6 of the Title Report has been found at the Office of The Sub-Registrar, Indore in the name of present owner Shri. Vallabha S/o Shri. Gariba Pardeshi and the documents are genuine and can be acted upon.

(26) It is a Residential flat and Bank can proceed against the property under the SARFAESI Act.

INDORE
Dated:-18-04-2017
Encl.:- Search Receipt

Submitted by,

(S/O. Shalpa) Advocate

01856

रसीद दस्तावेज वगैरह

56

पत्र

मुकाम

केस को दी गई	दस्तावेज की तफसीलवारी व कीमत या दस्ताखत की तारीख या किस्म जो मुहरबन्द लिफाफा लिया गया हो जिसके बाबत फीस दाखिल हुई हो उसके ऊपर लिखी हुई इबारत	तादाद फीस (अगर हो तो) दाखल शुदा	रजिस्ट्री के ओहदेदार के छोटे दस्ताखत
1	एल.टी. कागज	3	4
	खोज सूचि दो 14 वर्ष	700	

तारीख 17 APR 2017

पंजीयक
इन्दौर

TO WHOM SO EVER IT MAY CONCERN

Date:- 27/12/2021

This is to certify that Mr Sourabh Pardeshi availed loan of Rs. 1000000/- vide Loan Agreement No Lc no 818/2742

They have submitted the following original Documents with us for Creating Equitable

Mortgage thereon-

818/2742

- 1-Original sale deed no – 2446 DATE – 28/05/1979
- 2-Original sale deed no – 6122 date – 21/09/1973
- 3-Original amendment deed no . 5552 date – 12/08/1976
- 4-Original map and permission.

This certificate is issued on the request of the above menticoned person (s).

Thanking You,

For Bhandhan Bank Ltd



Authorized Signatory

Harjeet Singh Chhabra

M.com., LL.B.
Advocate



Office : 257, Phadnis Complex, 88, M.G. Road, Indore(M.P.)
Ph. No. : 0731-2431041
Mob. : 98266-28170
E-mail : hs_chhabra@yahoo.com

Date : 18.04.2022

LEGAL SCRUTINY REPORT (LSR FORMAT-1)

To,

**THE BRANCH, MANAGER
CENTRAL BANK OF INDIA
BRANCH - PALASIA, INDORE (M.P.)**

Dear Sir,

With reference to your instructions bearing letter no. NIL, dated 16-04-2022, I submit my Legal Scrutiny Report as hereunder:

1.	Name and address of the present title holder	(1) Smt. Laxmi W/o. Late Shri Vallabh Pardeshi, (2) Saurabh S/o. Late Shri Vallabh Pardeshi, Both R/o. 183, Village Bihadiya, Indore (M.P.), (3) Smt. Jyoti W/o. Shri Santosh Rajak, R/o. Indira Ward, 5, Civil Line, 153, Sagar, (4) Smt. Aarti W/o. Shri Vivek Rajak, R/o. 183, Village Bihadiya, Indore, (5) Smt. Geeta W/o. Shri Shankarlal Pardeshi, R/o. Flat No. 102, Maavli Apartment, B-Covin Road, Near Hariom Park, Ambarnarth (East), Thane (M.H.)
2.	Name and address of the intended mortgagor	Mohd. Aziz S/o. Mohd. Habib, R/o. 2/2, Chhoti Gwaltoli, Nawab Banda Compound, Indore (M.P.)

03- Details/Description of the Property/ies to be mortgaged :-

Item No.	Survey No. Khata No., House No., Site No.	Extent/Areas of Land/Building	Location Sub-District/District/Village/Municipality etc.	Boundary
1.	Plot/House No. 22, Manikbagh Annex, Indore (M.P.)	826.5 Sq.ft.	Manikbagh Annex, Indore (M.P.)	East - Plot No. 21 West - Open Land North - 25 Ft. Road South - Open land of Usha Trust

04 Details/description of the documents scrutinized

S. No.	Date of Document	Name of Document	Whether Original/Certified/True Copy/Photostat
1.	21.09.1973	Reg. Sale deed no. 1A/6122	Original
2.	12.08.1976	Reg. Counter Part no. 1A/5552	Original
3.	28.05.1979	Reg. Sale deed no. 1A/2446	Original
4.	29.07.1982	Sanctioned map from IMC, Indore vide Naksha Dakhala Memo No. 511	Original
5.	28.04.1998	Sanctioned map from IMC, Indore vide Naksha Dakhala Memo No. 118	Original
6.	19.04.2021	Death Certificate of Shri Vallabh S/o. Shri Gariba Pardeshi	Original

5. Brief history of the property/ies and how the present title holder/owner has derived the title. Give the derivation/history of title in chronological order Search and Investigation :-

- That, the property Plot No. 22, Manikbagh Annex, Indore (M.P.) basically belongs to Princess Usha Trust.
- Thereafter Princess Usha Trust executed reg. sale deed in favour of Rameshchandra S/o. Shri Pyarelal for property Plot No. 22, Manikbagh Annex, Indore (M.P.) vide Reg. Sale deed no. 1A/6122, dated 21.09.1973 and they also executed a Reg. Counter Part no. 1A/5552, dated 12.08.1976.
- Thereafter Rameshchandra S/o. Shri Pyarelal executed reg. sale deed in favour of Shri Vallabh S/o. Shri Gariba Pardeshi for property Plot No. 22, Manikbagh Annex, Indore (M.P.) vide Reg. Sale deed no. 1A/2446, dated 28.05.1979.
- Thereafter Shri Vallabh S/o. Shri Gariba Pardeshi got sanctioned map from IMC, Indore vide Naksha Dakhala Memo No. 511, dated 29.07.1982 and also got sanctioned map from IMC, Indore vide Naksha Dakhala Memo No. 118, dated 28.04.1998.
- Thereafter Shri Vallabh S/o. Shri Gariba Pardeshi died on 19.04.2021 and after his death his LR's (1) Smt. Laxmi W/o. Late Shri Vallabh Pardeshi, (2) Saurabh S/o. Late Shri Vallabh Pardeshi, (3) Smt. Jyoti W/o. Shri Santosh Rajak, (4) Smt. Aarti W/o. Shri Vivek Rajak, (5) Smt. Geeta W/o. Shri Shankarlal Pardeshi became the joint owners of the above mentioned property and they mute their own name in the record of IMC, Indore.
- Thereafter (1) Smt. Laxmi W/o. Late Shri Vallabh Pardeshi, (2) Saurabh S/o. Late Shri Vallabh Pardeshi, (3) Smt. Jyoti W/o. Shri Santosh Rajak, (4) Smt. Aarti W/o. Shri Vivek Rajak, (5) Smt. Geeta W/o. Shri Shankarlal Pardeshi entered into a sale agreement with Mohd. Aziz S/o. Mohd. Habib for property Plot/House No. 22, Manikbagh Annex, Indore (M.P.).
- That, east side boundaries of the said plot is Plot No. 21 but in the sale agreement the east side boundary wrongly mentioned as Plot No. 31. So in that consequences boundary of east side of the plot mentioned as Plot No. 21 in Proposed Sale deed which is execute in favour of proposed purchaser.



... 2 ...

6.	Name of The persons who is/are the present owner/s of the property/ies.	(1) Smt. Laxmi W/o. Late Shri Vallabh Pardeshi, (2) Saurabh S/o. Late Shri Vallabh Pardeshi, (3) Smt. Jyoti W/o. Shri Santosh Rajak, (4) Smt. Aarti W/o. Shri Vivek Rajak, (5) Smt. Geeta W/o. Shri Shunkarlal Pardeshi
7.	Whether the property is ancestral/ or under joint ownership or the minor is having interest in the property? If the property is in joint names, whether the share of all the co-owners is identified? If so, its effect thereof	N.A.
8.	Whether the party has absolute, clear and marketable title over the property/ies proposed to be mortgaged and can create to valid mortgage on the property/ies.	Yes
9.	If the intended Mortgagor is not owner at present, how the title shall be transferred in favour of intended mortgagor.	As per Sale-deed.
10.	Whether the permission from any Authority is necessary before cration of mortgage by the intended mortgagor ?	Property Tax should be obtained from the owner.
11.	Whether the Bank will be able to enforce SARFAESI Act, if required against the mortgaged property offered as security?	Yes
12.	a) What is the nature of the title of the owner i.e. tenancy right, full ownership, occupancy right, possessory right, minor's right or any other type of right? Clarify. b) Leasehold immovable property/ies.(Whether the land/building(s) is/are leasehold. Please verify the terms of the lease(s) the name and address(es) of the lessor(s) and whether any permission/NOC from the lessor(s)/ company authority is required for transfer (such as mortgage, sale, etc.) of the property/ies).	N.A.
13.	Whether there is any restriction/ prohibition under personal laws of the owner/mortgagor to hold the property/ies under the title deeds through which he has derived the title.	No
14.	Whether the latest title deed and the immediately previous title deeds (all) are available in originals.	Yes
14.1	If all the title deeds are not available in original, reasons thereof, in writing?	N.A.
14.2	In case the original title deeds are not available, the details thereof and the impact on creation of Equitable Mortgage.	N.A.
14.3	a) Whether any Power Of Attorney (POA) is involved in the chain of title?	N.A.
	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.	N.A.
	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).	N.A.
	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.	N.A.
	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.
	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?	N.A.
	j) 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?)	N.A.
	g) Please comment on the genuineness of POA?	N.A.
	h) The unequivocal opinion on the enforceability and validity of the POA.	N.A.
15.	Whether the photographs of parties as affixed in conveyance deed/ title deed tally with the photograph seen in the certified copy as obtained from the registrar's office?	N.A.
16.	Whether the building tax/land revenue has been paid, up to date.	Property Tax should be obtained from the owner.
17.	Whether any dues recoverable as land revenue are outstanding.	Property Tax should be obtained from the owner.
18.	Whether the land has been converted under the Land Revenue laws? If not required to be converted, give reasons.	N.A.

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Harjeet Singh Chhabra

M.com., LL.B.
Advocate



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19.	Whether the land is affected by any revenue and tenancy legislations ? If so, how and to what extent and the remedy, if any.	N.A.
20.	Whether the permission under the Urban Land (ceiling & regulation) Act, 1976 is necessary or not ?	N.A.
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, Coastal Zone Regulations, Environmental Clearance, etc.)?	N.A.
22.	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
23.	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	No
24.	(a) Is/Are the property/ies free from encumbrances. If no, give details of encumbrances	That, the above mentioned property is free from all encumbrances.
	(b) Please give detailed account of creation of charge/mortgage or redemptions for a minimum period of 13 years and also state the subsisting charge/mortgage if any, mentioned in the encumbrance certificate for the last 13 years in case of Priority sector advances and for the last 30 years in all other cases.	That, the above mentioned property is free from all encumbrances.
	(c) 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.	As per List of Para 05.
25.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Affidavit from the Borrower should be obtained regarding same.
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	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?	N.A.
26.	a) In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	N.A.
	b) Property belonging to partners, whether thrown on hotchpot ? Whether formalities for the same have been completed as per applicable laws ?	N.A.
	c) Whether the person (s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
27.	a) 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 Associations/provision for common seal etc.	N.A.
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	N.A.
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	N.A.
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	N.A.
28.	Whether the proposed equitable mortgage by deposit of title deeds is possible? If so, what are the documents to be deposited? If deposit is not possible, can there be a simple mortgage or by a Registered mortgage or by any other mode of mortgage ?	As per below required documents.
29.	Whether the property/ies is/are freehold or leasehold or self-occupied or tenanted? If lease-hold/tenanted, what is the remaining term of Lease/tenancy? Whether the property/ies can be taken as mortgage and what precautions to be taken?	Freehold Property
	In case of leasehold property, whether permission/ NOC from the lessor is required for creation of mortgage?	N.A.
	If Yes, Whether permission/NOC of the lessor is obtained?	N.A.
30.	If owner is a company, Partnership Firm Trust, Temple, Wakf or other legal persons, how the title is affected by its Memorandum and Articles of Association, Partnership deed, Trust deed or rules or bye law and what are the precautions to be taken under rules or bye-laws and also how the right to create mortgage is affected by Hindi Religious and Endowments Laws and/or Wakf Deed or Wakf Act, as the case may be.	N.A.
31.	If property/ies to be mortgaged is/are flat/apartment, is residential or commercial complex, how for independent title is ensured and how the enjoyment of common areas and facilities are ensured to the flat owner (mortgagor); what are the documents of title available for creating mortgage ? Documents/records to be taken from builder/owners and their Bankers.	N.A.
32.	Whether any permission of Income Tax Authorities/Assessing Officer is required under the provisions of Income Tax Act for creation of mortgage or any certificate is to be submitted to the Bank to show that no dues are outstanding to the Income Tax Department ?	N.A.

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33.	Flat owned/controlled by societies: special requirements to be taken if society refuses to note bank lien/interest.	N.A.
34.	Please state the names of the persons who should join in the creation of mortgage of the property/ies either by deposit of title deeds or by registered mortgage, etc.	Mohd. Aziz S/o. Mohd. Habib
35.	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, Sub-Registrar, Indore
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes
36.	Any additional documents/precautions, required to be taken	N.A.
37.	Investigation in regard to Agricultural Land:	N.A.
a)	Whether land is surplus. If so, give specific details	N.A.
b)	Whether the land is under self-cultivation.	N.A.
c)	If land is owned in different Khatas or is under joint share, give specific share in each Khata.	N.A.
d)	If consolidation of holdings/acquisition proceedings etc. are in progress in the area, whether the transfer of the land is possible under the state enactments.	N.A.
e)	Whether any prior/hidden charges exists against the land. Non-encumbrance should be for a period of 13 years preceding the date of this non-encumbrance certificate.	N.A.
f)	Whether mutation has been completed in case of existing charges/pending charges.	N.A.
g)	Inspection of land on the spot in regard to the quality of land (such as irrigated/unirrigated/water logged, etc.) in order to enable the bank to determine its value.	N.A.
h)	Whether any Government loan/taccavis/ Coop loan etc. have been raised against the land, and if so, details about the charges/encumbrances may be specified.	N.A.
38.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	N.A.
39.	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N.A.
40.	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
41.	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.
42.	Please also specify as to what additional documents, if any, are required for creating valid and enforceable mortgage, If the mortgagor is a company/partnership firm/trust, society/association/LLP/HUF? proprietorship firm.	N.A.

CERTIFICATE : Whether CONDITIONAL/UNCONDITIONAL

If Conditional, Kindly mention the conditions to be completed before creation of Mortgage :

- A. N.A.
- B. N.A.
- C. N.A.

CERTIFICATE : I have scrutinized the original title deeds deposited relating to the property/ies offered as security by way of equitable mortgage/registered mortgage etc. and the documents of title referred to above are perfect evidence of title and that if the said documents are deposited and equitable mortgage/registered etc, is created in the manner required by law, it will satisfy the requirements of creation of equitable mortgage/registered mortgage etc. and I further certify that:-

1. There are prior mortgages/charges whatsoever as could be seen from the encumbrance certificate for the period from 1992-93 to 2021-22 (30 Years) pertaining to the immovable property/ies covered by the above said title deed.
2. There are prior mortgages/charges to the extent of which are liable to be cleared or satisfied by complying with the following : **NOT APPLICABLE**
(a) --
(b) -- etc.
3. There are claims from minor/s and his/their interest in the property/ies is/are to the extent of _____ (specify the share of minor's with name). Not applicable
4. The undivided share of the minor/s is _____ (specify the share of the minor/s). Not applicable
5. The property/ies is/are subject to the payment of Rs. _____ (specify the liability that is fastened or could be fastened on the property/ies). Not applicable

... 5

