

Pankaj Yadav

ADVOCATE

Office - Flat No. 201, 135 Jail Road, Near Chikmanglur Square, INDORE-452007
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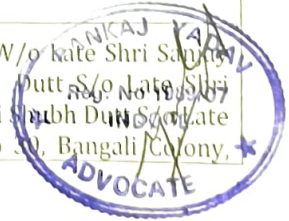
(1)

Indore, December 22, 2023

To,
The Branch Manager,
Union Bank of India
Branch at - RLP, Indore (M.P.).

TITLE REPORT & LEGAL OPINION

1.	Date of receipt of original title deeds/documents from the Branch.	Name & designation of the official who delivered the original title deeds/documents	Date of delivery of original title deeds/documents along with Title Search report.	Name & designation of the official to whom the original title deeds/documents along with Title Search report is delivered.
	20.12.2023	Mr Ashish Shivhare	22.12.2023	Mr Ashish Shivhare
2.	Name of the Account and details of the Borrower/ Prospective Purchaser	(1) Shri Sushil Kumar Solanki S/o Shri Rameshwar Solanki & (2) Shri Sunil Kumar Solanki S/o Shri Rameshwar Solanki R/o E-1, R.E.S. Quarteer, Radio Colony, Indore (M.P.).		
3.	Full Description of Property	Plot No. 146, IDA's Scheme No. 77, Indore (M.P.) having Area 123.75 Sq.Mtr. together with construction thereon. Boundaries: East : 7.50 Mtr. Wide Road West: Plot No. 138 & 137 North: Plot No. 147 South: Plot No. 145		
3.1	NATURE OF IMMOVABLE PROPERTY (Please describe the property details here properly. General and vague description should be avoided)	Lease-hold.		
3.2	(i) Survey No. (ii) Hissa No (iii) Ghat No (iv) Town Survey No (v) Khasra No (vi) Patta No (vii) Khatha No (viii) Plot No (Local name of the field as applicable including sub-division should be mentioned)	Plot No. 146, IDA's Scheme No. 77, Indore (M.P.) having Area 123.75 Sq.Mtr. together with construction thereon		
3.3	Number / Identification details as per building map/ plan (mention here numbers like flat numbers etc. mentioned as per map/plan in the case of flats/ condominium/apartments)	Plot No. 146, IDA's Scheme No. 77, Indore (M.P.) having Area 123.75 Sq.Mtr. together with construction thereon.		
3.4	Extent of Property (Please mention as described in document/ title deed and show it in sq. ft also)	As above.		
3.5	Name/s of the Owner/s (full description of the owner/s should be given)	(1) Smt. Suniti Dutt W/o Late Shri Sanjay Dutt, (2) Shri Sagar Dutt S/o Late Shri Sanjay Dutt & (3) Shri Sushil Kumar Solanki S/o Late Shri Sanjay Dutt R/o 30, Bangali Colony, *		





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3.6	<p>Nature of ownership</p> <ul style="list-style-type: none"><input type="checkbox"/> Freehold<input type="checkbox"/> Lease hold (mention the residual lease term clearly)<input type="checkbox"/> License<input type="checkbox"/> Undivided interest (mention the shares)<input type="checkbox"/> Trust Property (mention whether the borrower is a Trustee or beneficiary)<input type="checkbox"/> Assignee/ Grantee of Govt.<input type="checkbox"/> Cultivating tenant.<input type="checkbox"/> Title only by possession (mention whether adverse possession/ or others)<input type="checkbox"/> As a Member/Share holder of society<input type="checkbox"/> As a mortgagee<input type="checkbox"/> As a servant owner of easement right<input type="checkbox"/> Any other (Please mention the nature of ownership here)	Khajrana, Indore (M.P.). Leasehold Residential.
4.	<u>Tracing of title</u>	

- That as per documents referred above & information made available to me, I find that :
1. That documents available to me, I find that Indore Development Authority (in Short "IDA") (a body Corporate, incorporated under M.P. Town & Country Planning Act) and under its Duties to develop residential Schemes in Indore City, the IDA had developed a residential scheme known as "Scheme No.77" and agreed to allot plots therein to the members of Society namely Geeta Nagar Griha Nirman Sahakari Sanstha, Maryadit, Indore under an agreement Dt. 2.6.1992 and under the terms and conditions of the said agreement the IDA allotted Plot No. 146, IDA's Scheme No. 77, Indore (M.P.) having Area 123.75 Sq.Mtr. to Shri Hariram S/o Shri Motirarm Sanwaliya, R/o 28, Vandana Nagar, Indore and handed over possession thereof on 20.04.2009.
 2. That by a Regd. Lease Deed No. 1A/225 Dt. 4.7.2009 the IDA had leased out the said Plot No. 146, IDA's Scheme No. 77, Indore (M.P.) having Area 123.75 Sq.Mtr. to Shri Hariram S/o Shri Motirarm Sanwaliya on lease her for a period of 30 years commencing from 20.04.2009 (date of possession) and ending on 19.04.2039 with an option of twice renewal of further period of 30-30 years for residential purpose on such terms and conditions contained therein.
 3. That thereafter by a E-Regd. Sale Deed No. MP179132017A1507530 Dt. 4.9.2017 Shri Hariram S/o Shri Motirarm Sanwaliya had sold his leasehold rights over the said Plot No. 146, IDA's Scheme No. 77, Indore (M.P.) having Area 123.75 Sq.Mtr. to Shri Sanjay Dutt S/o Shri Shivkumar Dutt & Smt. Suniti Dutt W/o Shri Sanjay Dutt R/o 30, Bangali Colony, Indore for a consideration of Rs. 43,00,000/-.
 4. That thereafter Shri Sanjay Dutta died on 22.08.2018 and leaving behind (1) Smt. Suniti Dutt W/o Late Shri Sanjay Dutt, (2) Shri Sagar Dutt S/o Late Shri Sanjay Dutt & (3) Shri Shubh Dutt S/o Late Shri Sanjay Dutt as his legal heirs and the said property has been recorded and mutated in the IDA's record in the name of said persons. The said property vide Letter No. 602/Two/2/Sampda/2021 Dt. 17.02.2021 in its record.
 5. That the Indore Municipal Corporation has sanctioned Map of construction of residential house on the said plot vide Memo No. PMT/IND/0132/206/2021 Dt. 31.3.2021 for residential purpose and the said property has also recorded in its record.



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in the Municipal record in the name of (1) Smt. Suniti Dutt W/o Late Shri Sanjay Dutt, (2) Shri Sagar Dutt S/o Late Shri Sanjay Dutt & (3) Shri Shubh Dutt S/o Late Shri Sanjay Dutt vide Letter No. 1287 Dt. 02.12.2020.

6. That, now (1) Smt. Suniti Dutt W/o Late Shri Sanjay Dutt, (2) Shri Sagar Dutt S/o Late Shri Sanjay Dutt & (3) Shri Shubh Dutt S/o Late Shri Sanjay Dutt are going to sell their leasehold rights over the said plot to (1) Shri Sushil Kumar Solanki S/o Shri Rameshwar Solanki & (2) Shri Sunil Kumar Solanki S/o Shri Rameshwar Solanki who applied with the bank to avail loan facility to purchase the said property.
7. That, the said property is presently mortgaged with LIC Housing Finance Limited by deposited of original title deed as security towards loan facility by (1) Shri Sanjay Dutt S/o Shri Shiv Kumar & (2) Smt. Suniti Dutt W/o Late Shri Sanjay Dutt.

Considering above, in my opinion **(1) Smt. Suniti Dutt W/o Late Shri Sanjay Dutt, (2) Shri Sagar Dutt S/o Late Shri Sanjay Dutt & (3) Shri Shubh Dutt S/o Late Shri Sanjay Dutt** are the joint & absolute leaseholders of **Plot No. 146, IDA's Scheme No. 77, Indore (M.P.) having Area 123.75 Sq.Mtr. together with construction thereon** and the said property is presently mortgaged with **LIC Housing Finance Limited.**

5.	Title deed/document details under which ownership is acquired	E-Regd. Sale Deed No. MP17913 2017 A1 507530 Dt. 4.9.2017
6.	List of encumbrances	Property presently mortgaged with LIC Housing Finance Limited.
6.1	Nature of encumbrance: <input type="checkbox"/> Charge under contract <input type="checkbox"/> Mortgage <input type="checkbox"/> Negative Lien <input type="checkbox"/> Leas/tenancy <input type="checkbox"/> Right of Maintenance/reversion <input type="checkbox"/> Charge by operation of Law <input type="checkbox"/> Preemption rights <input type="checkbox"/> Right to specific performance under an agreement to sell <input type="checkbox"/> Liens/ first charge under laws <input type="checkbox"/> Right of reversion to Government <input type="checkbox"/> Lis pendens	Equitable Mortgage by deposit of original title deeds.
6.2	Name of the person in whose favour encumbrance is subsisting.	LIC Housing Finance Limited.
6.3	Date on which encumbrance has come into existence.	As per A/c Statement.
7.	View on encumbrance In the case of encumbrance, the advocate should clearly opine as to: <input type="checkbox"/> How far such an encumbrance would affect the value of the property <input type="checkbox"/> Any permission/ approvals are required for the Bank to create security <input type="checkbox"/> The extent to which bank's security would be jeopardized because of encumbrance <input type="checkbox"/> Manner and cost of removal of encumbrance.	NOC/ No dues Certificate/ Property Release Letter be taken from LIC Housing Finance Limited in Loan A/c of Shri Sanjay Dutt & Smt. Suniti Dutt.
8.	Regulatory Issues: Clearly provide the following details:- <input type="checkbox"/> Whether the property is affected by	Not Applicable. Property is not subject to any regulatory issue.



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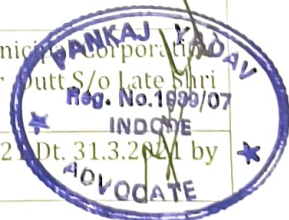
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<p>Land Ceiling Law</p> <ul style="list-style-type: none"><input type="checkbox"/> Whether the property is affected by Land fragmentation law<input type="checkbox"/> Whether the property is affected by Forest Law<input type="checkbox"/> Whether the property is affected by Planning Law<input type="checkbox"/> Whether the property is affected by Urban Land Ceiling Law<input type="checkbox"/> Whether the property is affected by restriction /control Law<input type="checkbox"/> Whether the property is affected by Environment Law<input type="checkbox"/> Whether the property is affected by user restrictions under Municipal/ revenue Law<input type="checkbox"/> Any other regulatory issue relating to property such as requirement of permission from Development Authority under Law relating to industrial parks <p><u>Advocate has to give a report clearly that property is not subject to any regulatory issue, if nothing above is applicable</u></p>	
<p>9. Views on regulatory hurdles If the property is affected by regulatory issues, the advocate has to give a clear view, as to:-</p> <ul style="list-style-type: none"><input type="checkbox"/> How far such an encumbrance would affect the value of the property.<input type="checkbox"/> Any permission/approvals are required for the Bank to create security<input type="checkbox"/> The extent to which Bank's Security would be jeopardized because of encumbrance<input type="checkbox"/> Manner and cost of removal of encumbrance	Not Applicable
<p>10. List of documents/ deeds provided to the Advocate and perused by him. The Advocate has to give full description of the documents received and perused by him one by one</p>	
<p>1. Photocopy of Regd. Lease Deed No. 1A/225 Dt. 4.7.2009 by Indore Development Authority in favour of Shri Hariram S/o Shri Motirarm Sanwaliya.</p>	
<p>2. Photocopy of E-Regd. Sale Deed No. MP179132017A1507530 Dt. 4.9.2017 by Shri Hariram S/o Shri Motirarm Sanwaliya in favour of Shri Sanjay Dutt S/o Shri Shivkumar Dutt & Smt. Suniti Dutt W/o Shri Sanjay Dutt.</p>	
<p>3. Photocopy of Death Certificate of Shri Sanjay Dutta</p>	
<p>4. Photocopy of Letter of Mutation No. 602/Two/2/Sampda/2021 Dt. 17.02.2021 issued by Indore Development Authority in favour of (1) Smt. Suniti Dutt W/o Late Shri Sanjay Dutt, (2) Shri Sagar Dutt S/o Late Shri Sanjay Dutt & (3) Shri Shubh Dutt S/o Late Shri Sanjay Dutt.</p>	
<p>5. Photocopy of Letter of Mutation No. 1287 Dt. 02.12.2020 by Indore Municipal Corporation in favour of (1) Smt. Suniti Dutt W/o Late Shri Sanjay Dutt, (2) Shri Sagar Dutt S/o Late Shri Sanjay Dutt & (3) Shri Shubh Dutt S/o Late Shri Sanjay Dutt.</p>	
<p>6. Photocopy of Sanctioned Map with Memo No. PMT/IND/0152/2206/2021 Dt. 31.3.2021 by Indore Municipal Corporation.</p>	



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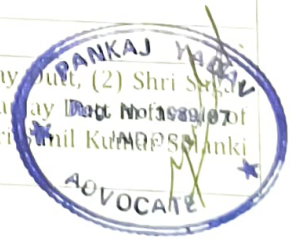


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Original Sale Agreement by (1) Smt. Suniti Dutt W/o Late Shri Sanjay Dutt, (2) Shri Sagar Dutt S/o Late Shri Sanjay Dutt & (3) Shri Shubh Dutt S/o Late Shri Sanjay Dutt in favour of (1) Shri Sushil Kumar Solanki S/o Shri Rameshwar Solanki & (2) Shri Sunil Kumar Solanki S/o Shri Rameshwar Solanki.

11.	List of documents found out, while examining the deeds as above and in the search in the offices of registrar/ revenue authorities affecting the property and examined. Advocate should take out certified copies and examine the same in the case of documents found out by him during examination as above in column 9.	The aforementioned title deeds have been traced during the search period of 30 years from 1993-94 to 2023-24 (till date), conducting by me of the available records of index No.2, of the Sub. Registrar Indore vide Search receipt. Dt. 22.12.2023 (receipt enclosed) and not found any documents which affect the title of the property owner adversely.
12.	List of further documents called for, examined and perused.	As per col.No.17
13.	Whether the document examined are duly stamped as per the Stamp Act. Advocate should clearly state as to whether the documents are duly stamped are not as per stamp act.	Yes.
14.	Whether the Registration endorsements are in order. Advocate should clearly state as to whether registration endorsement are regular	Yes, the registration endorsement are regular is in regular and in order.
15.	<u>Certificate of examination</u>	This is to certify that I have examined each and every page of the documents required for giving the title clearance certificate and do not find that transactions under the documents sham and fictitious.
16.	<u>Certificate of title</u>	This is to certify that the title to the property of the present owner is clear and marketable without any further act on the part of Present owner except mortgage charge of LIC Housing Finance Limited and after releasing the same from existing mortgage it can be mortgage in Union Bank Of India.
17.	<u>List of documents to be deposited for creating the mortgage by deposit of title deeds</u>	

1. Original Regd. Lease Deed No. 1A/225 Dt. 4.7.2009 by Indore Development Authority in favour of Shri Hariram S/o Shri Motirarm Sanwaliya.
2. Original E-Regd. Sale Deed No. MP179132017A1507530 Dt. 4.9.2017 by Shri Hariram S/o Shri Motirarm Sanwaliya in favour of Shri Sanjay Dutt S/o Shri Shivkumar Dutt & Smt. Suniti Dutt W/o Shri Sanjay Dutt.
3. Photocopy of Death Certificate of Shri Sanjay Dutta
4. Original Letter of Mutation No. 602/Two/2/Sampda/2021 Dt. 17.02.2021 issued by Indore Development Authority in favour of (1) Smt. Suniti Dutt W/o Late Shri Sanjay Dutt, (2) Shri Sagar Dutt S/o Late Shri Sanjay Dutt & (3) Shri Shubh Dutt S/o Late Shri Sanjay Dutt.
5. Original Letter of Mutation No. 1287 Dt. 02.12.2020 by Indore Municipal Corporation in favour of (1) Smt. Suniti Dutt W/o Late Shri Sanjay Dutt, (2) Shri Sagar Dutt S/o Late Shri Sanjay Dutt & (3) Shri Shubh Dutt S/o Late Shri Sanjay Dutt.
6. Original Sanctioned Map with Memo No. PMT/IND/0152/2206/2021 Dt. 31.3.2021 by Indore Municipal Corporation.
7. Original NOC for mortgage from Indore Development Authority.
8. Original Sale Agreement by (1) Smt. Suniti Dutt W/o Late Shri Sanjay Dutt, (2) Shri Sagar Dutt S/o Late Shri Sanjay Dutt & (3) Shri Shubh Dutt S/o Late Shri Sanjay Dutt in favour of (1) Shri Sushil Kumar Solanki S/o Shri Rameshwar Solanki & (2) Shri Sunil Kumar Solanki S/o Shri Rameshwar Solanki.



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- Original NOC/ No dues Certificate/ Property from LIC Housing Finance Limited in Loan A/c of Shri Sanjay Dutt & Smt. Suniti Dutt.
10. Original Sale Deed (after registration) by (1) Smt. Suniti Dutt W/o Late Shri Sanjay Dutt, (2) Shri Sagar Dutt S/o Late Shri Sanjay Dutt & (3) Shri Shubh Dutt S/o Late Shri Sanjay Dutt in favour of (1) Shri Sushil Kumar Solanki S/o Shri Rameshwar Solanki & (2) Shri Sunil Kumar Solanki S/o Shri Rameshwar Solanki.

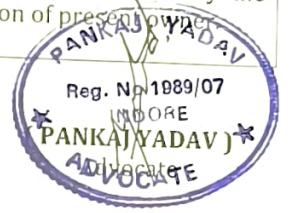
11. Original Lease Rent Payment Receipt for the year 2023-24

12. Original Property Tax Payment Receipt for the year 2023-24.

***Please take all the document as given above as instructed manner before giving the Loan.

This is to certify that the above documents if taken would create valid mortgage by deposit of title deeds.

18.	Any other suggestion of Advise to protect the security interest of the Bank	Spot inspection be carried out to verify the property and possession of present owner
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Encl.:

Search Fee Receipt No.