

Adv. Sudhiir Deshpande

B.Sc., ADCA, MPM, LL.B., LL.M.

☉ **Office:**

FJ-38, J-Wing, 1st Floor,
Thakkar Bazaar Complex,
New CBS, Nashik-422 001

☉ **Resi.:**

9, Vishwadeep-A Aptts.
Near Swami Samartha Mandir
Rathachakra Chowk, Indira Nagar,
Nashik - 422 009

Mobile- (0) 99 22 44 70 85

Title Report

Ref. Shri. Rajendra Kashinath Hyalij & Sau. Lata Rajendra Hyalij

Office: FJ-38, Thakkar Bazaar, Near New CBS, Nashik - 422 002

TITLE INVESTIGATION REPORT

Annexure - B

(To be completed by panel advocate)

1.	Name of the Branch / BU seeking opinion	State Bank of India, CPC, Nashik
2.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded	Nil
3.	Name of the unit / concern / company / person offering the property / (ies) as security	Shri. Rajendra Kashinath Hyalij & Sau. Lata Rajendra Hyalij
4.	Constitution of the unit / concern / person / body / authority offering for creation of charge	Individual
5.	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
6.	Particulars of the documents scrutinized - serially and chronologically	
a)	<ol style="list-style-type: none">1. Original copy of Correction Deed No. NSN5-01509-2011 registered on 14.02.2011 in the name of the borrower2. Original Copy of registered Agreement for Sale No. NSN5-00015-2011 registered on 01.01.2011 in the name of the borrower3. 7/12 extracts of concerned building land4. 6-D entries of concerned Survey Number and concerned building plot5. Approved copy of the building plan6. Original Copy of NOC on letterhead from builder/Society for mortgage of said property in favour of SBI Dtd. 01.01.20117. Completion Certificate No. 7319/4164 Dtd. 19.12.20108. Sanction of Building Permit and Commencement Certificate No. 1003/433 Dtd. 15.03.2010 for Residential purpose9. Final Lay-out Approval Letter issued by the NMC No. 122/1368 Dtd. 03.06.199910. Residential NA Permission Order No. 159/1997 Dtd. 05.07.199711. ULC Order No. 1093/161 Dtd. 21.11.199412. Tentative Lay-out Approval Letter issued by the NMC No. 259/3043 Dtd. 09.10.199513. ULC Permission No. 1134/2004 Dtd. 27.07.2004 in response to the notice u/s 26(1) given by the plot owner/vendor14. Registered General Power of Attorney No. NSN3-01351-2010 Dtd. 09.02.2010 in respect of Plot No. 5315. Registered Development Agreement No. NSN3-01350-2010 Dtd. 09.02.2010 in respect of Plot No. 5316. Special General Power of Attorney No. NSN2-09245-2009 Dtd.	

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	01.12.2009 17. Copy of Lay-out Plan containing said plot/s 18. Registered Sale Deed No. NSN3-05189-2004 registered on 16.09.2004 19. Permission Letter No. 396/2004 Dtd. 15.06.2004 to transfer TDS plot No. 53 20. "No Objections Received" Certificate Dtd. 22.01.2010 issued by Adv. J. B. Ghumare <i>qua</i> the title verification notice Dtd. 08.12.2009 published in daily Deshdoot 21. Objection Letter Dtd. 17.12.2009 sent by some Smt. Anusaya Bhikaji Derle to aforesaid Adv. J. B. Ghumare <i>qua</i> the title verification notice Dtd. 08.12.2009 published in daily Deshdoot 22. Reply letter Dtd. 30.12.2009 sent by aforesaid Adv. J. B. Ghumare to Smt. Anusaya Bhikaji Derle	
b)	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.	As per the document list given above
7.	Complete or full description of the immovable property / (ies) offered as security for creation of mortgage whether equitable / registered mortgage	Details of the property have been given in the schedule of Annexure D ("the said property")
i)	Survey No.	- do -
ii)	Door No. (in case of house property)	- do -
iii)	Extent / area including plinth / built up area in case of house property	- do -
iv)	Locations like name of the place, village, city, registration, sub-district etc.	- do -
v)	Boundaries	- do -
8.	Flow of title tracing out the title, of the intended mortgagor and his / its predecessors in interest from the Mother Deed to the Latest Title Deed. And whether Minor's interest or other clog on title is involved, for a further period,	Pl. see flow of title & other things dilated upon in column 12 below

	depending on the need for clearance of such clog on the Title (Separate sheets may be used)	
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 / Allotee)	Borrower is going to be the absolute owner of the property given in schedule II of Annexure D, on executing Sale Deed
10. (a)	Encumbrance, Attachment, and / or claims whether of Government, Central or State or other Local Authorities or Third Party claims, Liens etc. and details thereof. If yes, give the details thereof.	NA
(b)	The period covered under the Encumbrance Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	NA
11.	Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy?	No dues
12.	<p>Details of RTC extracts / mutation extracts / katha extracts pertaining to the property in question. (15 years)</p> <ol style="list-style-type: none"> 1. M. E. No. 4499 shows that Plot No. 53 was owned by Kacharu Sayaji Mate. 2. M. E. No. 6887 shows that Plot No. 53 came to be purchased by by Ashok Sitaram Deshmane. 3. M. E. No. 8304 Dtd. 13.07.2006 shows that Plot No. 53 came to be purchased by Nanasaheb Chhabu Chavan. 4. Thereafter aforesaid Nanasaheb executed Development Agreement & General Power of Attorney, duly registered at Sr. No. 1350 & 1351 on 09.02.2010, in favour of Vaibhav Rameshlal Lakhani in respect of Plot No. 53. 5. This is how the developer derived development rights to the said building plot/s. 6. The developer commenced construction of a Row Bungalow scheme. 7. The developer will have to obtain Completion Certificate also, from the Nashik Municipal Corporation, Nashik when the construction is completed in every respect as per the approved plan. 8. The Borrowers have entered into an Agreement for Sale mentioned at 	

	Sr. No. 1 of the document list given above.	
	9. In this Agreement for Sale the boundaries of Plot No. 53 have been wrongly mentioned and boundaries of Row House No. 02 are not at all mentioned. Hence a Correction Deed was instructed to be executed & registered.	
	10. They will have perfect title to said property i.e. Row Bungalow after executing final conveyance in the nature of a Sale Deed duly registered.	
13.	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, However NOC by builder is required for mortgage and the same is obtained by the borrower.
14.	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.	If original title deeds (as specified under para 5 of Annexure D) are not / will not be available then "Registered Simple Mortgage" of the property be done for creation of proper, valid and enforceable mortgage.
15.	The specific persons who are required to create mortgage / to deposit documents creating mortgage.	The to-be property owner/ Borrower Shri. Rajendra Kashinath Hyalij & Sau. Lata Rajendra Hyalij

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



Place: Nasik

Signature of the Advocate

Annexure C

Checklist for the Guidance of the Advocates verifying the title to the property (ies) offered as security -

1.	Nature of Title (Ownership/Leasehold/Occupancy/Govt. grant/Allotments)	Ownership
2.	If Leasehold, whether a) Lease Deed is duly stamped and registered b) Lessee is permitted to mortgage the Leasehold right c) duration of the Lease/unexpired period of Lease d) if, a sub-Lease, check the Lease deed in favour of Lessee as to whether the Lease Deed permits sub-leasing and mortgage by sub-lessee also.	a) not applicable b) not applicable c) not applicable d) not applicable
3.	If Govt. grant / Allotment / Lease-cum/sale agreement, whether; a) grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property.	a) not applicable b) Yes
4.	If occupancy right, whether; (a) Such right is heritable and transferable, (b) Mortgage can be created.	(a) not applicable (b) not applicable
5.	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.	a. not applicable b. not applicable
6.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible – the modalities / procedure to be followed and the reasons for coming to such conclusion.	Not applicable
7.	If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for enforcing, thereon,	Not applicable

N.

8.	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	The property which is subject matter of the mortgage is residential one and requisite residential NA Order is on the record.
9.	Whether the property is affected by any local laws (Viz. Agricultural Laws, weaker Sections, minorities, Land Laws etc.),	Not applicable
10a.	In case of partition / 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.	Not applicable
b.	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Mortgagor would get the possession of the concerned property on payment of full and final consideration to the vendor-builder
c.	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not applicable
11a.	In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	Not applicable
b.	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not applicable
12a.	Whether the property belongs to a Limited Company, check the Borrowing powers, BOD resolution, Authorization to create mortgage / execution of documents, Registration of any prior charges with the Company Registrar, Articles of Association / provision for common seal etc.	Not applicable
b.	In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	So long as the builder is not in receipt of full and final consideration and so long as the Sale Deed in favour of borrower is not registered, NOC from the builder will be required for mortgage

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बरोबर १५००

शासनास केलेल्या प्रदानाची पावती सन १९९० ते २०११
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... दिनांक/Date १४/१/२०११

Received from..... माउ सुधीर बेरागडे यांच्याकडून/

रु./Rs..... ३०५१ (रुपये / Rupees)

on account of..... वाट नं-५३ राजाजी शे बेरागडे
बंगला नं-२

82 रोखपाल वा लेखापाल
Cashier or Accountant.

(सही / Signature)
(पदनाम / Designation)
सह. दुर्यम निबंधक नं-२

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13.	Whether the mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed / stamped / authenticated in terms of the Law of the place, where it is executed.	Not applicable
14.	If the property is a flat / apartment or residential / commercial complex, check	Residential Row Bungalow
a.	Promoter's / Land owner's title to the land / building	Property is owned by - Nanasahab Chhabu Chavan
b.	Development Agreement / Power of Attorney	Yes, in favour of developer Shri. Vaibhav Rameshlal Lakhalani
c.	Extent of authority of the Developer/builder	As developer
d.	Independent title verification of the land and / or building in question	No
e.	Agreement for Sale (duly registered)	Yes
f.	Payment of proper stamp duty	Yes, @5% (Because there being less than 5 tenements, Apartment can not be formed and rate of stamp duty in such cases is @5%)
g.	Conveyance in favour of Society / Condominium concerned	Not applicable
h.	Occupancy Certificate / allotment letter / letter of possession	Completion Certificate is obtained by the developer
i.	Membership details in the Society etc.	Not applicable
j.	Share Certificate	Not applicable
k.	No Objection Letter from the Society	Not applicable
l.	All legal requirements under the local / Municipal laws, regarding ownership of flats / Apartments / Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.	As per the various permissions, approvals enlisted in the document list given in Annexure B

1.

15.	Where the property is a 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
16.	Pending Litigations / Court attachments / injunctions / stay orders / acquisitions by the Govt. / Local authorities etc. that could be ascertained.	Not applicable
17.	Any other details required for the purpose.	As per para 5 of the Annexure D



Place: Nasik

Signature of the Advocate

Annexure D

CERTIFICATE OF TITLE

[On the basis of original copies of the title deeds, documents produced before me]

I have examined the Original Title Deeds indented to be deposited relating to the schedule property / (ies) and offered as security by way of *Registered / Equitable / English Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered / Equitable Mortgage is created, it will satisfy the requirements of creation of Registered / Equitable Mortgage and I further certify that:

(*Please specify the kind of mortgage – As per the discretion of the Bank / please refer para 14 of Annexure B supra)

1. I have examined the documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
 - 1A. I confirm having made a search for last 15 years in the Land / Revenue records. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. (Index II Search Fee paid-up Receipt Dtd. 14.01.2010 of Rs.375.00 is enclosed herewith)
 - 1B. Following scrutiny of Land Records / Revenue Records and relative Title Deeds, I hereby certify the genuineness of the Title Deeds. Suspicious / Doubt, if any, has been clarified by making necessary enquiries.
 - 2A. There are no prior Mortgage / Charges / encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1996 to 2010 pertaining to the immovable Property (ies) covered by above said Title Deeds. The property is free from all encumbrances. [Subject to my entries in Column 10 (a) & (b)]
 - 2B. 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 (Delete, whichever is inapplicable).
- The Borrower/s has/have solemnly affirmed before me that there is no charge / encumbrance on the said property.**
3. Minor/(s) and his /their interest in the property / (ies) is to the extent of _____ (Specify the share of the Minor with names). (Strike out if not applicable). - NA
 4. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower/s - **Shri. Rajendra Kashinath Hyalij & Sau. Lata Rajendra Hyalij.**
 5. I certify that **Shri. Nanasaheb Chhabu Chavan** has / have an absolute, clear and marketable title and **Shri. Vaibhav Rameshlal Lakhani** is having proper development rights over the Schedule I property / (ies). **Shri. Rajendra Kashinath Hyalij & Sau. Lata Rajendra Hyalij** has/have initiated title to the Schedule II property & he/they will have clear and marketable title on payment of full & final consideration to the Vendor. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgaged would be enforceable.

2.

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.

Before Loan disbursement-

1. **Original copy** of Time Extension Letter from the builder (because as per the concerned Agreement for Sale the last date for payment of balance consideration was 30.01.2011)
2. **Original copy** of Correction Deed No. NSN5-01509-2011 registered on 14.02.2011 in the name of the borrower
3. **Original Copy** of registered Agreement for Sale No. NSN5-00015-2011 registered on 01.01.2011 in the name of the borrower
4. **Original Copy** of NOC on letterhead from builder for mortgage of said property in favour of SBI Dtd. 01.01.2011
5. Latest (fresh) 7/12 extract/s of building plot/s No. 53 ✕
6. All other documents mentioned in the document list given under clause 6(a) of 'Annexure B' of this Title Report. (Any type of copies IF original copies are not specifically asked for in the above list)

After loan disbursement -

7. **Original copy** of the Sale Deed to be executed between the borrower and the VENDOR builder on payment of full and final consideration Completion Certificate
8. **Original Copy** of possession letter on letterhead of the builder
9. All **original receipts** of payment/s of consideration by the borrower to the VENDOR builder
10. Copy of NMC *Gharpatti* bill + MSEDCL Bill when transferred in the name of the borrower
11. 7/12 extract showing State Bank of India loan encumbrance in the 'Other Rights' Column.

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

SCHEDULE OF THE PROPERTY/IES

Schedule I

All that piece and parcel NA TDS Plot No. 53 admeasuring 99.00 Sqr. Mtr. from and out of land bearing Survey Number 518/1/1, lying and being situated at **Adgaon**, Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik and also within the registration and sub-registration district of Nashik, bounded as under:-

On or towards:

East :- 7.5 Mtr. Colony Road
 West :- Gat No. 516 (p)
 South :- Plot No. 52
 North :- Plot No. 54

Schedule II


All that piece and parcel of residential **Row Bungalow No. 02** admeasuring **60.00 Sqr. Mtr. built-up + plot area** admeasuring **49.5 Sqr. Mtr.** (referred to in this Title Report as "the said property") in Row Bungalow scheme "**Gajanan Row Bungalow**" constructed on NA land property more particularly described in schedule I above, with design and specifications as per the concerned approved residential Row Bungalow scheme plan and the property bounded as under:-

On or towards:

East :- 7.5 Mtr. Colony Road
 West :- Gat No. 516 (p)
 South :- Plot No. 52
 North :- Row Bungalow No. 01

Together with all amenities, rights of easement, access, ways, common roads & other rights appurtenant with right of ownership of the said property.

Place: Nasik
 Date: 14.02.2011


 Signature of the Advocate

