

# Amit K. Chitnis

B.S.L. L.L.B., Advocate  
Chitnis Building, Kasba  
Old Jalna dist. Jalna  
Ph. 232163 & 9890346844

## Annexure B

( TO BE COMPLETED BY THE PANEL ADVOCATE )

1	a) Name of the Branch/ Business unit/ office seeking opinion.		State Bank of India Branch SME, Jalna.		
	b) Reference No. and date of the letters under the cover of which the document tendered for scrutiny are forwarded		State Bank of India Branch SME, Jalna.		
	c) Name of the Borrower.		Mr. Kishor s/o Jagannath Shingare		
2	a) Name of the unit/concern/ company/ person offering the property/(ies) as security.		Mr. Kishor s/o Jagannath Shingare		
	b) Constitution of the unit / concern / person/body/authority offering the property for creation of Charge.		Borrower		
	c) State as to under what capacity is security offered ( whether as joint application or borrower or as guarantor; etc)		Borrower		
3	Complete or full description of the immovable property/ (ies) offered as security including the following details.		Parts of Plot no.64, 65, 66, 68, 69, 70, 71, 72, 73, 74 on Gut no.99 situated at Pushp Nagri (Sushila Nagri) of Tisgaon Tq. & Dist. A'bad.		
	a) Survey No.		Gut no.99		
	b) Door/ House No.(in case of house Property)		Plot no.64, 65, 66, 68, 69, 70 & 71		
	c) Extent/ area including plinth/ built up in case of house property.		Parts of Plot no.64, 65, 66, 68, 69, 70, 71, 72, 73, 74 adm. 635.1 sq.mtr. on Gut no.99 situated at Pushp Nagri (Sushila Nagri) of village Tisgaon Tq. & Dist. A'bad.		
	Property Location		Tisgaon Tq. & Dist. A'bad.		
4	<b>PARTICULERS OF DOCUMENTS</b>				
	Sl. No.	Date	Name / Nature of the Document	Original / certified copy / certified extract / photocopy, etc	In Case of copies, whether the original was scrutinized by the Branch.
	1	06/07/2021	Copy of 7/12 extract of Gut no.99	Certified Copy	Yes
	2	05/05/2018	Reg. sale deed no.2530/2018 executed by Sow. Chayabai Fad & others in favour of Vinayak Shingare.	Xerox as the Original is in custody of Sundarlal Sawaji Urban Co-operative Bank Ltd	
	3	30/05/2011	Copy of Reg. sale deed no.4019/2011 executed by Rajivkumar Pahade in favour of Sow. Chayabai Fad & others.	Xerox copy	Yes
4	07/03/2018	Copy of registered partition deed no.	Xerox copy	Yes	



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		1250/2018 executed between Sow. Chayabai Fad & others.		
5	25/04/2003	Copy of N.A order along with lay out plan	Xerox copy	Yes
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.)			No
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 made and the comments/ findings in this regard.			No
	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?			No
7	a) Property offered as security falls within the jurisdiction of which Sub-registrar office?			S.R office Aurangabad
	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/registrar-general. If so, please name all such offices?			No
	c) Whether the search has been made at all the offices named at (b) above			N.A.
	d) Whether the searches in the offices of registration authorities or any other records reveal registration of multiple title documents in respect of the property in question?			N.A.
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 period of not less than 30 years is mandatory.(separate sheets may be used)			As below.
<b>FLOW OF TITLE :</b>				
<p>That, previously land in Gut no.99 adm.28300.00 sq.mtr. situated at village Tisgaon Tq. &amp; Dist. Aurangabad. was owned &amp; possessed by Sow. Sunita Pramodkumar Kasliwal &amp; Pramod Jamanlalji (Jain) Kasliwal.</p> <p>That, these owners obtained necessary N.A permission for residential purpose from Hon'ble Collector, Aurangabad on 25/04/2003 vide Order no. 2001/MASHA/JAMIN-1/AKRUSHI/CR-19 and divided these lands into various plots as per the lay out plan.</p> <p>That these owners Sow. Sunita Pramodkumar Kasliwal &amp; Pramod Jamanlalji (Jain) Kasliwal sold plot no.59 to 74 total adm.1941.60 sq.mtr to Kanhaiyalal Bhagwandas Kalda &amp; Kishanlal Bhagwandas Kalda vide Registered Sale deed no.2206/2008 dated 20/05/2008.</p>				



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That out of these plots, Kanhaiyalal Bhagwandas Kalda & Kishanlal Bhagwandas Kalda sold Plot no.64, 65, 66, 68, 69, 70, 71, 72, 73 & 74 total adm. 1393.50 sq.mtr in favour of Rajivkumar Dharamchand Pahade vide Reg. Sale deed no.4402/2010 dated 31/05/2010. Mutation entry no.2933 has been sanctioned in the name of Rajivkumar Dharamchand Pahade.

Thereafter, Rajivkumar Dharamchand Pahade sold these Plot no.64, 65, 66, 68, 69, 70, 71, 72, 73 & 74 total adm. 1393.50 sq.mtr on Gut no.99 in favour of Sow. Chayabai w/o Sudhakar Fad, Mr. Sunil s/o Manoharrao Pangarkar & Mr. Kishor s/o Jagannath Shingare vide registered sale deed No. 4019/2011 dated 30/05/2011. Mutation entry no.1140 has been sanctioned in the name of Sow. Chayabai w/o Sudhakar Fad, Mr. Sunil s/o Manoharrao Pangarkar & Mr. Kishor s/o Jagannath Sinagare.

There was internal partition between these owners Sow. Chayabai w/o Sudhakar Fad, Mr. Sunil s/o Manoharrao Pangarkar & Mr. Kishor s/o Jagannath Sinagare and Plot no.64, 65, 66, 68, 69, 70, 71, 72, 73 & 74 total adm. 1393.50 sq.mtr on Gut no.99 has been allotted in the name of Sow. Chayabai w/o Sudhakar Fad, & Mr. Kishor s/o Jagannath Shingare vide registered partition deed No. 1250/2018 dated 07/03/2018.

That, Chayabai w/o Sudhakar Fad & Mr. Kishor s/o Jagannath Shinagare have sold away portion of land adm. 758.4 sq.mtr from Plot no.64, 65, 66, 68, 69, 70, 71 to Vinayak Kishor Shingare vide Registered Sale deed no.2530/2018 dated 05/05/2018. Accordingly name of Vinayak Kishor Shingare has been mutated in revenue record vide M.E no.10802 as owner & possessor of said plots.

The applicant Kishor s/o Jagannath Shingare remained the owner of Parts of Plot no.64, 65, 66, 68, 69, 70, 71, 72, 73, 74 adm. 635.1 sq.mtr.on Gut no.99

**That the applicant Kishor s/o Jagannath Shingare has mortgaged this plots in favour of Sundarlal Sawaji Urban Co-operative Bank Ltd.**

Our Bank can create mortgage only after the applicant clear the Dues of Sunderlal Sawji Urban Co.op Bank & by depositing Registered Partition deed 1250/2018 dated 07/03/2018.

9	Nature of Title of the intended Mortgagor over the property (whether full ownership rights, leasehold Rights, Occupancy/possessory Rights or Inam Holder or Government/Grantee/Allottee etc.)	Full Ownership Right of Kishor s/o Jagannath Shingare
10	If leasehold, whether;	N.A.
	a) If lease Deed is duly stamped and registered.	N.A.
	b) Lessee is permitted to mortgage the leasehold right,	N.A.
	C) duration of the Lease/unexpired period of lease,	N.A.
	d)If, a sub-lease, check the lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by sub-lessee also.	N.A.
	e) Whether the leasehold rights permits for the creation of any superstructure ( if applicable )?	N.A.
f) Right to get renewal of the leasehold rights and nature thereof.	N.A.	



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11	If Government grant/allotment/Lease-cum/Sale agreement Whether;	N.A.
	Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,	N.A.
	The mortgagor is competent to create charge on such property,	N.A.
	Whether any permission from Govt. or any other authority is required for creation of mortgage and of so whether such valid permission is available.	N.A.
12	If occupancy right, whether;	N.A.
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
13	Nature of Minor's Interest, if any and if so, whether creation of mortgage could be possible-the modalities/ procedure to be followed & the reasons for coming to such conclusion.	N.A.
14	If the property has been transferred by way of Gift/ settlement Deed, whether;	N.A.
	a) The Gift/settlement Deed is duly stamped and registered;	N.A.
	b)The Gift/ settlement Deed has been attested by two witness;	N.A.
	c)The Gift/ Settlement Deed transfers the property to Donee;	N.A.
	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;	N.A.
	e)whether there is any restriction on the Donor in executing the gift/ settlement deed in question;	N.A.
	f)whether the Donee, is in possession of the gifted property;	N.A.
	g)whether any life interest is reserved for the Donor or any other and whether there is a need for any other persons to join the creation of mortgage;	N.A.
	h)Any other aspect affecting the validity of the title passed through the gift/ settlement deed.	N.A.
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.	N.A.
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
	C) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
	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.	N.A.
	e) Whether any of the documents in question are executed in counterparts to be taken for avoiding multiple mortgages?	N.A.
16	Whether the title documents include any testamentary documents / wills?	No
	a) In case of wills, whether the will is registered will or unregistered will ?	No
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	No
	c) Whether the property is mutated on the basis of will?	No
	d) Whether the original will is available?	No
	e) Whether the original death certificate of the testator is	No



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	available?	
	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, app 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.)	No
17	a) Whether the property is subjected to any wakf rights?	No
	b) Whether the property belongs to church / temple or any religious / other institutions having any restriction in creation of charges on such properties?	No
	c) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	No
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.	No
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
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 Agriculture land and whether there are any restrictions for creation / enforcement of mortgage.	No
	b) In case of agriculture 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.	No
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agriculture Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	No
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 implications of its future enforcement?	No
	c) Whether the title documents have any court seal / marking which points out any litigation / attachment / security to court in	No



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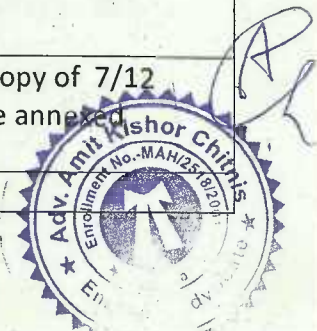
	respect of the property in question? In such case please comment on such seal / marking.	
24	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.
	b) Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	N.A.
	c) Whether the persons creating mortgage has / have authority to create mortgage for and on behalf of the firm.	N.A.
25	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage / execution of documents, Registrar (ROC), Articles of Association / provision for common seal etc.	N.A.
26	In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be created, and the requisite resolutions, by-laws.	N.A.
27	a) Whether any 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 POS ) 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.
	1. Whether the original POA is verified and the title investigation is done on the basis of original POA?	N.A.
	2. Whether the POA is a registered one?	N.A.
	3. Whether the POA is special or general one?	N.A.
	4. Whether the POA contains a specific authority for execution of title document in question?	N.A.
	f) Whether the POA was in force and not revoked or has 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.
28	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed / stamped / authenticated in terms of the Law of the place, where it is executed.	No



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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;	N.A.
	b) Development Agreement / Power of Attorney;	N.A.
	c) Extent of authority of the Developer / builder;	N.A.
	d) Independent title verification of the land and or building in question:	N.A.
	e) Agreement for sale (duly registered);	N.A.
	f) Payment of proper stamp duty;	N.A.
	g) Requirement of registration of sale agreement, development agreement, POA, etc.	N.A.
	h) Approval of building plain, permission of appropriate / local authority, etc.;	N.A.
	i) Conveyance in favour of Society / Condominium concerned;	N.A.
	j) Occupancy Certificate / allotment letter / letter of possession;	N.A.
	k) Membership details in the Society;	N.A.
	l) Share Certificates;	N.A.
	m) No objection Letter from the Society;	N.A.
	n) All legal requirements under the local / Municipal laws, regarding ownership of flats / Apartments / Building Regulations, Development Control Regulations, Co-operative Societies Law etc.;	N.A.
	o) Requirements, for noting the Bank charges on the records of the Hosing Society, if any;	N.A.
	p) If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	N.A.
	q) Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
30	Encumbrances, Attachment, and / or claims whether of Government, Central or State or other Local Authorities or Third Party claims, Liens etc. and details thereof.	This property is mortgaged with Sundarlal Sawaji Urban Co-operative Bank Ltd.
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.	LAST 30 YEARS I.E. FROM THE YEAR 1992 TO 2008 BY DEPOSITING PRESCRIBED FEES VIDE GRNRECEIPT NO. MH004219698202122E & FOR THE YEAR 2009 TO 2021 VIDE RECEIPT NO. 1112094003 DATED 28/07/2021
32	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	Revenue Tax is paid by the Owner.
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.	N.A.
34	Details of RTC extract / mutation extract / Katha extracts pertaining to the property in question.	Certified copy of 7/12 extract are annexed herewith
35	Whether the mane of mortgage is reflected as owner in the	Yes



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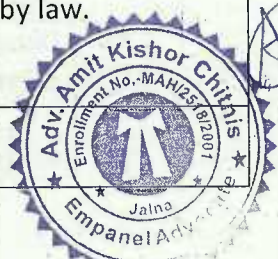
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	revenue / Municipal / Village records?	
36	<p>a) Whether the property offered as security is clearly demarcated?</p> <p>b) Whether the demarcation / partition of the property is legally valid?</p> <p>c) Whether the property has clear access as per documents?</p>	<p><b>Common Boundaries of Plot no.64, 65, 66</b></p> <p>East - 9.00 mtr Road</p> <p>West - Gut no.100</p> <p>South - Plot no.63</p> <p>North - Plot no.67</p> <p><b>Common Boundaries of 68, 69, 70, 71, 72, 73, 74</b></p> <p>East - 9.00 mtr Road</p> <p>West - Gut no.100</p> <p>South - Plot no.67</p> <p>North - Open space</p>
37	<p>Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?</p> <p>a) Document in relation to electricity connection;</p> <p>b) Document in relation to water connection;</p> <p>c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>d) Other utility bills, if any.</p>	Yes
38	<p>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.</p>	No.
39	<p>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.</p> <p>(If the valuation report and / or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)</p>	Approved plan is made available, which is annexed herewith.
40	<p>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.</p>	No
41	<p>Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?</p>	Yes
42	<p>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 extract duly certified etc. as also any precaution to be taken by the Bank in this regard.</p>	In absence of Original title Deed, Registered Mortgage Deed of the same is to be obtained
43	<p>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.</p>	No Additional precaution is required by law.
44	<p>Additional aspects relevant for investigation of title as per local laws.</p>	No





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45	Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security.	No
46	The specific persons who are required to create mortgage / to deposit document creating mortgage.	Mr. Kishor Jagannath Shingare
47	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	No
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	No
	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?	No

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

Date :- 28/07/2021

Place :- Jalna



Signature of the Advocate

Adv. Amit Kishor Chitnis

(B.S.L., L.L.B.)

Enrollment No. MAH/2518/2001

Empanel Advocate

Add.: Chitnis Wada, Kasba, Jalna.

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Annexure-C

CERTIFICATE OF TITLE

1. I have examined the original Title Deeds intended to be deposited relating to the schedule property / (ies) and offered as security by way of **obtaining equitable Mortgage from the borrower** 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: in absence to submit original sale deed registered mortgage deed may be obtained by the borrower otherwise equitable mortgage may be obtain.
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 made a search in the Land / Revenue records. I also confirm having verified and checked the records of the relevant Government Offices./ Sub-Registrar(s) Office(s). Revenue Records, Municipal / Panchayat office (Not Applicable), Land Acquisition Office(Not Applicable), Registrar of Companies Office(Not Applicable), Wakf Board (Not Applicable) (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable / responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records / Revenue Records and relative certified copies of such title deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness on the basis of the certified copies of the Title Deeds.
5. There are no prior Mortgage / Charges / encumbrances whatsoever, **Subject to the charge of Sunderlal Sawji Urban co.op bank** as could be seen from the Encumbrance Certificate for the period from 1992 to 2021 pertaining to the Immovable Property /(ies) covered by above said Certified copies title deeds.
6. In case of second / subsequent charge in favour of the Bank. There are no other mortgage / charges other than already stated in the Loan document and agreed to by the Mortgage and the Bank (Delete, whichever is inapplicable).
7. Minor/(s) and his / their interest in the property /(ies) is to the extent of ---N.A.----- (Specify the share of the Minor with name). (Strike out if not applicable).
8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower, Kishor s/o Jagannath Shingare.
9. I certify that Kishor s/o Jagannath Shingare in having 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.
10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds / documents would create a valid and enforceable mortgage:
  1. No Dues of Sunderlal Sawji Co.op Bank.
  2. Copy of Copy of 7/12 extract of Gut no.99 .
  3. Original Partition deed no. 1250/2018 dated 07/03/2018 executed in between Chayabai Fad & others in favour of Kishor Shingare.



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4. . Copy of N.A order along with lay out plan dated 25/04/2003.

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

**SCHEDULE OF THE PROPERTY (IES)**

Parts of Plot no.64, 65, 66, 68, 69, 70, 71, 72, 73,74 total adm. 635.1 sq.mtr. on Gut no.99 situated at Pushp Nagri (Sushila Nagri) of village Tisgaon Tq. & Dist. A'bad.

**Common Boundaries of Plot no.64, 65, 66**

East - 9.00 mtr Road

West - Gut no.100

South - Plot no.63

North - Plot no.67

**Common Boundaries of 68, 69, 70, 71, 72, 73, 74**

East - 9.00 mtr. Road

West - Gut no.100

South - Plot no.67

North - Open Space.

Date :- 28/07/2021

Place :- Jalna



**Signature of the Advocate**

**Adv. Amit Kishor Chitnis**

(B.S.L., L.L.B.)

Enrollment No. MAH/2518/2001

Empanel Advocate

Add.: Chitnis Wada, Kasba, Jalna.

STATE OF TEXAS

County of \_\_\_\_\_

Know all men by these presents, that \_\_\_\_\_

of the County of \_\_\_\_\_ State of Texas, for and in consideration of the sum of \_\_\_\_\_ Dollars, to \_\_\_\_\_ in hand paid by \_\_\_\_\_

WITNESSETH

that \_\_\_\_\_ the said \_\_\_\_\_

has acknowledged to me the \_\_\_\_\_

of the County of \_\_\_\_\_

State of Texas, that \_\_\_\_\_

is the \_\_\_\_\_

of the County of \_\_\_\_\_

and that \_\_\_\_\_

is the \_\_\_\_\_

of the County of \_\_\_\_\_

State of Texas, that \_\_\_\_\_

is the \_\_\_\_\_

of the County of \_\_\_\_\_

State of Texas, that \_\_\_\_\_

*[Handwritten signature]*

Notary Public in and for the State of Texas



CHALLAN  
MTR Form Number-6



GRN	MH004219698202122E	BARCODE			Date	28/07/2021-18:25:33	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Search Fee Other Items			TAX ID / TAN (If Any)				
Office Name	ARB1_HQR SUB REGISTRAR AURANGABAD 1			PAN No.(If Applicable)				
Location	AURANGABAD			Full Name	Adv Amit Kishor Chitnis			
Year	2021-2022 From 01/01/1992 To 01/01/2008			Flat/Block No.	Gut No. 99			
Account Head Details			Amount In Rs.	Premises/Building				
0030072201 SEARCH FEE			425.00	Road/Street	at village Tisgaon			
				Area/Locality	Dist Aurangabad			
				Town/City/District				
				PIN	4 3 1 0 0 5			
				Remarks (If Any)	Search for 17 yrs. i.e. 1992 to 2008 for Gut No. 99 at Village Tisgaon Dist. Aurangabad			
Total			425.00	Amount In Words	Four Hundred Twenty Five Rupees Only			
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque/DD No.				Bank CIN	Ref. No.	00040572021072831664	IK0BEXHDM1	
Name of Bank				Bank Date	RBI Date	28/07/2021-18:24:26	Not Verified with RBI	
Name of Branch				Bank-Branch	STATE BANK OF INDIA			
				Scroll No. , Date	Not Verified with Scroll			

Department ID :

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करतावयाच्या दस्तासाठी लागू नाही.

Mobile No. : 9890346844

Date		Description		Amount	
1900	Jan 1	Balance		100.00	
	Jan 5	Received from A		50.00	
	Jan 10	Received from B		25.00	
	Jan 15	Received from C		25.00	
	Jan 20	Received from D		25.00	
	Jan 25	Received from E		25.00	
	Jan 30	Received from F		25.00	
	Feb 1	Received from G		25.00	
	Feb 5	Received from H		25.00	
	Feb 10	Received from I		25.00	
	Feb 15	Received from J		25.00	
	Feb 20	Received from K		25.00	
	Feb 25	Received from L		25.00	
	Feb 30	Received from M		25.00	
	Mar 1	Received from N		25.00	
	Mar 5	Received from O		25.00	
	Mar 10	Received from P		25.00	
	Mar 15	Received from Q		25.00	
	Mar 20	Received from R		25.00	
	Mar 25	Received from S		25.00	
	Mar 30	Received from T		25.00	
	Apr 1	Received from U		25.00	
	Apr 5	Received from V		25.00	
	Apr 10	Received from W		25.00	
	Apr 15	Received from X		25.00	
	Apr 20	Received from Y		25.00	
	Apr 25	Received from Z		25.00	
	Apr 30	Received from AA		25.00	
	May 1	Received from AB		25.00	
	May 5	Received from AC		25.00	
	May 10	Received from AD		25.00	
	May 15	Received from AE		25.00	
	May 20	Received from AF		25.00	
	May 25	Received from AG		25.00	
	May 30	Received from AH		25.00	
	Jun 1	Received from AI		25.00	
	Jun 5	Received from AJ		25.00	
	Jun 10	Received from AK		25.00	
	Jun 15	Received from AL		25.00	
	Jun 20	Received from AM		25.00	
	Jun 25	Received from AN		25.00	
	Jun 30	Received from AO		25.00	
	Jul 1	Received from AP		25.00	
	Jul 5	Received from AQ		25.00	
	Jul 10	Received from AR		25.00	
	Jul 15	Received from AS		25.00	
	Jul 20	Received from AT		25.00	
	Jul 25	Received from AU		25.00	
	Jul 30	Received from AV		25.00	
	Aug 1	Received from AW		25.00	
	Aug 5	Received from AX		25.00	
	Aug 10	Received from AY		25.00	
	Aug 15	Received from AZ		25.00	
	Aug 20	Received from BA		25.00	
	Aug 25	Received from BB		25.00	
	Aug 30	Received from BC		25.00	
	Sep 1	Received from BD		25.00	
	Sep 5	Received from BE		25.00	
	Sep 10	Received from BF		25.00	
	Sep 15	Received from BG		25.00	
	Sep 20	Received from BH		25.00	
	Sep 25	Received from BI		25.00	
	Sep 30	Received from BJ		25.00	
	Oct 1	Received from BK		25.00	
	Oct 5	Received from BL		25.00	
	Oct 10	Received from BM		25.00	
	Oct 15	Received from BN		25.00	
	Oct 20	Received from BO		25.00	
	Oct 25	Received from BP		25.00	
	Oct 30	Received from BQ		25.00	
	Nov 1	Received from BR		25.00	
	Nov 5	Received from BS		25.00	
	Nov 10	Received from BT		25.00	
	Nov 15	Received from BU		25.00	
	Nov 20	Received from BV		25.00	
	Nov 25	Received from BW		25.00	
	Nov 30	Received from BX		25.00	
	Dec 1	Received from BY		25.00	
	Dec 5	Received from BZ		25.00	
	Dec 10	Received from CA		25.00	
	Dec 15	Received from CB		25.00	
	Dec 20	Received from CC		25.00	
	Dec 25	Received from CD		25.00	
	Dec 30	Received from CE		25.00	
	Total			1000.00	

12

MH004213522202122E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
28 Jul 2021	Receipt	Receipt no.: 1112094003
	Name of the Applicant :	Adv Amit Kishor Chitnis
	Details of property of which document has to be searched :	Dist :Aurangabad Village :Tisgaon S.No/CTS No/G.No. : 99
	Period of search :	From :2009 To :2021
	Received Fee :	325
The above mentioned Search fee has been credited to government vide GRN no :MH004213522202122E		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on ' <a href="http://gras.mahakosh.gov.in/challan/views/frmSearchChallanWithoutReg.php">gras.mahakosh.gov.in/challan/views/frmSearchChallanWithoutReg.php</a> '.		

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# Amit K. Chitnis

B.S.L. L.L.B., Advocate  
Chitnis Building, Kasba  
Old Jalna dist. Jalna  
Ph. 232163 & 9890346844

## Annexure B

( TO BE COMPLETED BY THE PANEL ADVOCATE )

1	a) Name of the Branch/ Business unit/ office seeking opinion.		State Bank of India Branch SME, Jalna.		
	b) Reference No. and date of the letters under the cover of which the document tendered for scrutiny are forwarded		State Bank of India Branch SME, Jalna.		
	c) Name of the Borrower.		Mr. Vinayak s/o Kishor Shingare		
2	a) Name of the unit/concern/ company/ person offering the property/(ies) as security.		Mr. Vinayak s/o Kishor Shingare		
	b) Constitution of the unit / concern / person/body/authority offering the property for creation of Charge.		Borrower		
	c) State as to under what capacity is security offered ( whether as joint application or borrower or as guarantor; etc)		Borrower		
3	Complete or full description of the immovable property/ (ies) offered as security including the following details.		Plot no.64, 65, 66, 68, 69, 70, & 71 on Gut no.99 situated at Pushp Nagri (Sushila Nagri) of Tisgaon Tq. & Dist. A'bad.		
	a) Survey No.		Gut no.99		
	b) Door/ House No.(in case of house Property)		Plot no.64, 65, 66, 68, 69, 70 & 71		
	c) Extent/ area including plinth/ built up in case of house property.		Plot no. 64, 65, 66, 68, 69, 70 & 71 total adm. 758.4 sq.mtr bearing Gut no.99 situated at Pushp Nagri (Sushila Nagri) of village Tisgaon Tq. & Dist. A'bad.		
	Property Location		Tisgaon Tq. & Dist. A'bad.		
4	<b>PARTICULARS OF DOCUMENTS</b>				
	Sl. No.	Date	Name / Nature of the Document	Original / certified copy / certified extract / photocopy, etc	In Case of copies, whether the original was scrutinized by the Branch.
	1	06/07/2021	Copy of 7/12 extract of Gut no.99	Certified Copy	Yes
	2	05/05/2018	Reg. sale deed no.2530/2018 executed by Sow. Chayabai Fad & others in favour of Vinayak Shingare.	Xerox as the Original is in custody of Sundarlal Sawaji Urban Co-operative Bank Ltd	
	3	30/05/2011	Copy of Reg. sale deed no.4019/2011 executed by Rajivkumar Pahade in favour of Sow. Chayabai Fad & others.	Xerox copy	Yes
4	07/03/2018	Copy of registered partition deed no.	Xerox copy	Yes	



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		1250/2018 executed between Sow. Chayabai Fad & others.		
5	25/04/2003	Copy of N.A order along with lay out plan	Xerox copy	Yes
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.)			No
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 made and the comments/ findings in this regard.			No
	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?			No
7	a) Property offered as security falls within the jurisdiction of which Sub-registrar office?			S.R office Aurangabad
	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/registrar-general. If so, please name all such offices?			No
	c) Whether the search has been made at all the offices named at (b) above			N.A.
	d) whether the searches in the offices of registration authorities or any other records reveal registration of multiple title documents in respect of the property in question?			N.A.
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 period of not less than 30 years is mandatory.(separate sheets may be used)			As below.
<b>FLOW OF TITLE :</b>  That, previously land in Gut no.99 adm.28300.00 sq.mtr. situated at village Tisgaon Tq. & Dist. Aurangabad. was owned & possessed by Sow. Sunita Pramodkumar Kasliwal & Pramod Jamanlalji (Jain) Kasliwal.  That, these owners obtained necessary N.A permission for residential purpose from Hon'ble Collector, Aurangabad on 25/04/2003 vide Order no. 2001/MASHA/JAMIN-1/AKRUSHI/CR-19 and divided these lands into various plots as per the lay out plan.  That these owners Sow. Sunita Pramodkumar Kasliwal & Pramod Jamanlalji (Jain) Kasliwal sold plot no.59 to 74 total adm.1941.60 sq.mtr to Kanhaiyalal Bhagwandas Kalda & Kanhaiyalal Bhagwandas Kalda vide Registered Sale deed no.2206/2008 dated 20/05/2008.				



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That out of these plots, Kanhaiyalal Bhagwandas Kalda & Kishanlal Bhagwandas Kalda sold Plot no.64, 65, 66, 68, 69, 70, 71, 72, 73 & 74 total adm. 1393.50 sq.mtr in favour of Rajivkumar Dharamchand Pahade vide Reg. Sale deed no.4402/2010 dated 31/05/2010. Mutation entry no.2933 has been sanctioned in the name of Rajivkumar Dharamchand Pahade.

Thereafter, Rajivkumar Dharamchand Pahade sold these Plot no.64, 65, 66, 68, 69, 70, 71, 72, 73 & 74 total adm. 1393.50 sq.mtr on Gut no.99 in favour of Sow. Chayabai w/o Sudhakar Fad, Mr. Sunil s/o Manoharrao Pangarkar & Mr. Kishor s/o Jagannath Shingare vide registered sale deed No. 4019/2011 dated 30/05/2011. Mutation entry no.1140 has been sanctioned in the name of Sow. Chayabai w/o Sudhakar Fad, Mr. Sunil s/o Manoharrao Pangarkar & Mr. Kishor s/o Jagannath Sinagare.

There was internal partition between these owners Sow. Chayabai w/o Sudhakar Fad, Mr. Sunil s/o Manoharrao Pangarkar & Mr. Kishor s/o Jagannath Sinagare and Plot no.64, 65, 66, 68, 69, 70, 71, 72, 73 & 74 total adm. 1393.50 sq.mtr on Gut no.99 has been allotted in the name of Sow. Chayabai w/o Sudhakar Fad, & Mr. Kishor s/o Jagannath Shingare vide registered partition deed No. 1250/2018 dated 07/03/2018.

That, Chayabai w/o Sudhakar Fad & Mr. Kishor s/o Jagannath Shinagare have sold away portion of land adm. 758.4 sq.mtr from Plot no.64, 65, 66, 68, 69, 70, 71 to Vinayak Kishor Shingare vide Registered Sale deed no.2530/2018 dated 05/05/2018. Accordingly name of Vinayak Kishor Shingare has been mutated in revenue record vide M.E no.10802 as owner & possessor of said plots.

**That the applicant Vinayak Kishor Shingare has mortgaged this plots in favour of Sundarlal Sawaji Urban Co-operative Bank Ltd.**

Our Bank can create mortgage only after the applicant clear the Dues of Sunderlal Sawji Urban Co.op Bank & by depositing Original Registered Sale deed no.2530/2018.

9	Nature of Title of the intended Mortgagor over the property (whether full ownership rights, leasehold Rights, Occupancy/possessory Rights or Inam Holder or Government/Grantee/Allottee etc.)	Full Ownership Right of Kishor s/o Jagannath Shingare & Vinayak Kishor Shingare
10	If leasehold, whether;	N.A.
	a) If lease Deed is duly stamped and registered.	N.A.
	b) Lessee is permitted to mortgage the leasehold right,	N.A.
	C) duration of the Lease/unexpired period of lease,	N.A.
	d)If, a sub-lease, check the lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by sub-lessee also.	N.A.
	e) Whether the leasehold rights permits for the creation of any superstructure ( if applicable )?	N.A.
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A.
11	If Government grant/allotment/Lease-cum/Sale agreement	N.A.



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	Whether;	
	Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,	N.A.
	The mortgagor is competent to create charge on such property,	N.A.
	Whether any permission from Govt. or any other authority is required for creation of mortgage and of so whether such valid permission is available.	N.A.
12	If occupancy right, whether;	N.A.
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
13	Nature of Minor's Interest, if any and if so, whether creation of mortgage could be possible-the modalities/ procedure to be followed & the reasons for coming to such conclusion.	N.A.
14	If the property has been transferred by way of Gift/ settlement Deed, whether;	N.A.
	a) The Gift/settlement Deed is duly stamped and registered;	N.A.
	b)The Gift/ settlement Deed has been attested by two witness;	N.A.
	c)The Gift/ Settlement Deed transfers the property to Donee;	N.A.
	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;	N.A.
	e)whether there is any restriction on the Donor in executing the gift/ settlement deed in question;	N.A.
	f)whether the Donee is in possession of the gifted property;	N.A.
	g)whether any life interest is reserved for the Donor or any other and whether there is a need for any other persons to join the creation of mortgage;	N.A.
	h)Any other aspect affecting the validity of the title passed through the gift/ settlement deed.	N.A.
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.	N.A.
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
	C) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
	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.	N.A.
	e) Whether any of the documents in question are executed in counterparts to be taken for avoiding multiple mortgages?	N.A.
16	Whether the title documents include any testamentary documents / wills?	No
	a) In case of wills, whether the will is registered will or unregistered will ?	No
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	No
	c) Whether the property is mutated on the basis of will?	No
	d) Whether the original will is available?	No
	e) Whether the original death certificate of the testator is available?	No



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	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, app 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.)	No
17	a) Whether the property is subjected to any wakf rights?	No
	b) Whether the property belongs to church / temple or any religious / other institutions having any restriction in creation of charges on such properties?	No
	c) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	No
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.	No
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
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 Agriculture land and whether there are any restrictions for creation / enforcement of mortgage.	No
	b) In case of agriculture 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.	No
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agriculture Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	No
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 implications of its future enforcement?	No
	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	No



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	on such seal / marking.	
24	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.
	b) Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	N.A.
	c) Whether the persons creating mortgage has / have authority to create mortgage for and on behalf of the firm.	N.A.
25	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage / execution of documents, Registrar (ROC), Articles of Association / provision for common seal etc.	N.A.
26	In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be created, and the requisite resolutions, by-laws.	N.A.
27	a) Whether any 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 POS ) 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.
	1. Whether the original POA is verified and the title investigation is done on the basis of original POA?	N.A.
	2. Whether the POA is a registered one?	N.A.
	3. Whether the POA is special or general one?	N.A.
	4. Whether the POA contains a specific authority for execution of title document in question?	N.A.
	f) Whether the POA was in force and not revoked or has 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.
28	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed / stamped / authenticated in terms of the Law of the place, where it is executed.	No



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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;	N.A.
	b) Development Agreement / Power of Attorney;	N.A.
	c) Extent of authority of the Developer / builder;	N.A.
	d) Independent title verification of the land and or building in question;	N.A.
	e) Agreement for sale (duly registered);	N.A.
	f) Payment of proper stamp duty;	N.A.
	g) Requirement of registration of sale agreement, development agreement, POA, etc.	N.A.
	h) Approval of building plain, permission of appropriate / local authority, etc.;	N.A.
	i) Conveyance in favour of Society / Condominium concerned;	N.A.
	j) Occupancy Certificate / allotment letter / letter of possession;	N.A.
	k) Membership details in the Society;	N.A.
	l) Share Certificates;	N.A.
	m) No objection Letter from the Society;	N.A.
	n) All legal requirements under the local / Municipal laws, regarding ownership of flats / Apartments / Building Regulations, Development Control Regulations, Co-operative Societies Law etc.;	N.A.
	o) Requirements, for noting the Bank charges on the records of the Hosing Society, if any;	N.A.
	p) If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	N.A.
	q) Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
30	Encumbrances, Attachment, and / or claims whether of Government, Central or State or other Local Authorities or Third Party claims, Liens etc. and details thereof.	This property is mortgaged with Sundarlal Sawaji Urban Co-operative Bank Ltd.
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.	LAST 30 YEARS I.E. FROM THE YEAR 1992 TO 2008 BY DEPOSITING PRESCRIBED FEES VIDE GRNRECEIPT NO. MH004219698202122E & FOR THE YEAR 2009 TO 2021 VIDE RECEIPT NO. 1112094003 DATED 28/07/2021
32	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	Revenue Tax is paid by the Owner.
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.	N.A.
34	Details of RTC extract / mutation extract / Katha extracts pertaining to the property in question.	Certified copy of 7/12 extract are annexed herewith
35	Whether the mane of mortgage is reflected as owner in the	Yes



# Amit K. Chitnis

B.S.L. L.L.B., Advocate

Chitnis Building, Kasba

Old Jalna dist. Jalna

Ph. 232163 & 9890346844

	revenue / Municipal / Village records?	
36	<p>a) Whether the property offered as security is clearly demarcated?</p> <p>b) Whether the demarcation / partition of the property is legally valid?</p> <p>c) Whether the property has clear access as per documents?</p>	<p><b>Common Boundaries of Plot no. 64, 65, 66</b></p> <p>East - 9.00 mtr Road</p> <p>West - Gut no.100</p> <p>South - Plot no.63</p> <p>North - Plot no.67</p> <p><b>Common Boundaries of 68, 69, 70, 71</b></p> <p>East - 9.00 mtr Road</p> <p>West - Gut no.100</p> <p>South - Plot no.67</p> <p>North - Plot no.72</p>
37	<p>Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?</p> <p>a) Document in relation to electricity connection;</p> <p>b) Document in relation to water connection;</p> <p>c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>d) Other utility bills, if any.</p>	Yes
38	<p>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.</p>	No.
39	<p>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.</p> <p>(If the valuation report and / or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)</p>	Yes, approved plan is made available, which is annexed herewith.
40	<p>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.</p>	No
41	<p>Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?</p>	Yes
42	<p>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 extract duly certified etc. as also any precaution to be taken by the Bank in this regard.</p>	In absence of Original title Deed, Registered Mortgage Deed of the same is to be obtained
43	<p>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.</p>	Yes. No Additional precaution is required by law.
44	<p>Additional aspects relevant for investigation of title as per local laws.</p>	No





# Amit K. Chitnis

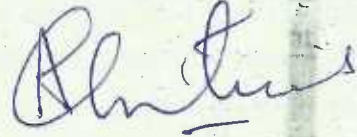
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Chitnis Building, Kasba  
Old Jalna dist. Jalna  
Ph. 232163 & 9890346844

45	Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security.	No
46	The specific persons who are required to create mortgage / to deposit document creating mortgage.	Mr. Vinayak s/o Kishor Shingare & Kishor Jagannath Shingare
47	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	No
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	No
	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?	No

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

Date :- 28/07/2021

Place :- Jalna



Signature of the Advocate

Adv. Amit Kishor Chitnis

(B.S.L., L.L.B.)

Enrollment No. MAH/2518/2001.

Empanel Advocate

Add.: Chitnis Wada, Kasba, Jalna.



*Amit K. Chitnis*

*B.S.L. L.L.B., Advocate*

*Chitnis Building, Kasba*

*Old Jalna dist. Jalna*

*Ph. 232163 & 9890346844*

Annexure-C

CERTIFICATE OF TITLE

1. I have examined the original Title Deeds intended to be deposited relating to the schedule property / (ies) and offered as security by way of **obtaining equitable Mortgage from the borrower** 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: in absence to submit original sale deed registered mortgage deed may be obtained by the borrower otherwise equitable mortgage may be obtain.
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 made a search in the Land / Revenue records. I also confirm having verified and checked the records of the relevant Government Offices./ Sub-Registrar(s) Office(s). Revenue Records, Municipal / Panchayat office (Not Applicable), Land Acquisition Office(Not Applicable), Registrar of Companies Office(Not Applicable), Wakf Board (Not Applicable) (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable / responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records / Revenue Records and relative certified copies of such title deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness on the basis of the certified copies of the Title Deeds.
5. There are no prior Mortgage / Charges / encumbrances whatsoever, **Subject to the charge of Sunderlal Sawji Urban co.op bank** as could be seen from the Encumbrance Certificate for the period from 1992 to 2021 pertaining to the Immovable Property /(ies) covered by above said Certified copies title deeds.
6. In case of second / subsequent charge in favour of the Bank. There are no other mortgage / charges other than already stated in the Loan document and agreed to by the Mortgage and the Bank (Delete, whichever is inapplicable).
7. Minor/(s) and his / their interest in the property /(ies) is to the extent of ---N.A.----- (Specify the share of the Minor with name). (Strike out if not applicable).
8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower, Vinayak Kishor Shingare.
9. I certify that Vinayak Kishor Shingare in having 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.
10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds / documents would create a valid and enforceable mortgage:
  1. No Dues of Sunderlal Sawji Co.op Bank.
  2. Copy of Copy of 7/12 extract of Gut no.99 .
  3. Original Reg. sale deed no.2530/2018 dt. 05/05/18 executed by Sow. Chayabai Fadnis & Others in favour of Vinayak Shingare.



**Amit K. Chitnis**

*B.S.L. L.L.B., Advocate  
Chitnis Building, Kasba  
Old Jalna dist. Jalna  
Ph. 232163 & 9890346844*

- 
4. Certified of Reg. sale deed no.4019/2011 dt. 30/05/11 executed by Rajivkumar Pahade in favour of Sow. Chayabai Fad & others dated 30/05/2011.
  5. Copy of N.A order along with lay out plan dated 25/04/2003.
  6. Certified Registered partition deed no. 1250/2018 dt. 07/03/18 executed between Sow. Chayabai Fad & others
  11. There are no legal impediments for creation of the Mortgage under any applicable Law / Rules in force.

**SCHEDULE OF THE PROPERTY (IES)**

Plot no.64, 65, 66, 68, 69, 70 & 71 total adm. 758.4 sq.mtr. on Gut no.99 situated at Pushp Nagri (Sushila Nagri) of village Tisgaon Tq. & Dist. A'bad.

**Common Boundaries of Plot no.64, 65, 66**

East - 9.00 mtr Road

West - Gut no.100

South - Plot o.63

North - Plot no.67

**Common Boundaries of 68, 69, 70, 71**

East - 9.00 mtr Road

West - Gut no.100

South - Plot no.67

North - Plot no.72

Date :- 28/07/2021

Place :- Jalna



**Signature of the Advocate**

**Adv. Amit Kishor Chitnis**

*(L.L.B.)  
Enrollment No. 513/2001  
Jalna  
Add.: Chitnis Building, Kasba, Jalna.*

STUART COUNTY

County Clerk  
Stuart County, North Carolina  
Clemens, North Carolina

I, the undersigned, do hereby certify that the following is a true and correct copy of the original as the same appears in the records of the County Clerk of Stuart County, North Carolina, to-wit:

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*[Handwritten Signature]*

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CHALLAN  
MTR Form Number-6



GRN	MH004219698202122E	BARCODE			Date	28/07/2021-18:25:33	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Search Fee Other Items		TAX ID / TAN (If Any)					
Office Name	ARB1_HQR SUB REGISTRAR AURANGABAD 1		PAN No.(If Applicable)					
Location	AURANGABAD		Full Name	Adv Amit Kishor Chitnis				
Year	2021-2022 From 01/01/1992 To 01/01/2008		Flat/Block No.	Gut No. 99				
Account Head Details		Amount In Rs.	Premises/Building					
0030072201 SEARCH FEE		425.00	Road/Street	at village Tisgaon				
			Area/Locality	Dist Aurangabad				
			Town/City/District					
			PIN	4 3 1 0 0 5				
			Remarks (If Any)	Search for 17 yrs. i.e. 1992 to 2008 for Gut No. 99 at Village Tisgaon Dist. Aurangabad				
			Amount In	Four Hundred Twenty Five Rupees Only				
			Words					
Total	425.00							
Payment Details			FOR USE IN RECEIVING BANK					
STATE BANK OF INDIA			Bank CIN	Ref. No.	00040572021072831664	IK0BEXHDM1		
Cheque-DD Details			Bank Date	RBI Date	28/07/2021-18:24:26	Not Verified with RBI		
Name of Bank			Bank-Branch		STATE BANK OF INDIA			
Name of Branch			Scroll No. , Date		Not Verified with Scroll			

Department ID

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

Mobile No. : 9890346844

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही.



MH004213522202122E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
28 Jul 2021	Receipt	Receipt no.: 1112094003
	Name of the Applicant :	Adv Amit Kishor Chitnis
	Details of property of which document has to be searched :	Dist :Aurangabad Village :Tisgaon S.No/CTS No/G.No. : 99
	Period of search :	From :2009 To :2021
	Received Fee :	325
The above mentioned Search fee has been credited to government vide GRN no :MH004213522202122E		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on ' <a href="http://gras.mahakosh.gov.in/challan/views/frmSearchChallanWithOutReg.php">gras.mahakosh.gov.in/challan/views/frmSearchChallanWithOutReg.php</a> '.		

Year	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960
Population	100	105	110	115	120	125	130	135	140	145	150
Area	100	100	100	100	100	100	100	100	100	100	100
...	...	...	...	...	...	...	...	...	...	...	...

The following table shows the population and area of the district from 1950 to 1960. The population has increased steadily over the period, while the area remains constant. The population in 1950 was 100, and it reached 150 by 1960. The area was 100 in 1950 and remained 100 throughout the decade.



159	69856	12624	सेल डीड	29/12/2018	सह दु.नि. औरंगाबाद 2	{"अस्मिता रामनाथ बल्लाळ--"}	{"अरविंद दिगंबरराव पावडे--"}	, इतर माहिती: मौजे तिसगांव ता.जि.औरंगाबाद हद्दीतील मिळकत ज्याचा गट नं.99 मधील प्लॉट नं.1 व 24 वरील श्री सिद्धी विनायक विहार मधील प्लॉट नं.एफ-17 स्टिल्ट फर्स्ट फ्लोअर चे क्षेत्र 42.65 चौ.मी.चे खरेदीखत	तिसगांव
343	30845	1250	वाटप पत्र	07/03/2018	सह दु.नि. औरंगाबाद 6	{"पार्टी नंबर 01- श्री. सुनिल मनोहरराव पांगरकर--","पार्टी नंबर 02 -सौ. छाया सुधाकर फड--","पार्टी नंबर 02 -श्री. किशोर जगन्नाथ शिनगारे--"}		, इतर माहिती: , इतर माहिती: मौजे तिसगांव ता जि औरंगाबाद येथील जमीन गट नंबर 99 पार्ट पुष्पनगरी(सुशिला नगरी)मधील दस्त क्रमांक 4018 अन्वये दिनांक 30/05/2011 रोजी विकत घेतलेले प्लॉट नंबर 59 ते 63 ज्याचे एकूण क्षेत्र 548.10 चौ.मी,हे प्लॉट पार्टी नंबर 01 यांना वाटुन त्यांचे ताब्यात दिले आहे करीता हे वाटणीपत्रचा दस्त.	तिसगांव
343	32149	2530	खरेदीखत	05/05/2018	सह दु.नि. औरंगाबाद 6	{"सौ. छाया सुधाकर फड--","श्री. सुनिल मनोहरराव पांगरकर--","श्री. किशोर जगन्नाथ शिनगारे--"}	{"श्री. विनायक किशोर शिनगारे--"}	, इतर माहिती: , इतर माहिती: मौजे तिसगांव ता.जि. औरंगाबाद,येथील जमीन गट नंबर 99 मधील मंजुर पुष्पनगरी(सुशिला नगरी)यातील प्लॉट नंबर 64 65,66,68,69,70,व प्लॉट नंबर 71 ज्याचे एकूण विक्री क्षेत्र 758.40 चौ.मी,हि मिळकत या नोंदणीकृत खरेदीखत दस्तान्वये लिहून घेणार यांना कायमस्वरुपी विक्री केली आहे.	तिसगांव
343	34949	5293	खरेदीखत	06/10/2018	सह दु.नि. औरंगाबाद 6	{"श्री अश्विन मदनलाल झंवर--"}	{"सौ स्वाती शंकर पवार--","श्री मनोज जानदेव पाटील--"}	, इतर माहिती: , इतर माहिती: मौजे तिसगांव,सिडको वाळूज महानगर-1,ता. जि. औरंगाबाद येथील गट नं. 146 मधील,लिहून देणार यांच्या मालकी व ताब्यातील रेखांकनातील प्लॉट नं. 99 ज्याचे क्षेत्रफळ 243 चौ. मी. या मिळकतीचे कायमचे खरेदीखत.	तिसगांव
42	62964	3612	अॅग्रीमेंट टू असाईनमेंट	01/06/2018	सह दु.नि. औरंगाबाद 5	{"अरुण दत्तात्रय शेते--"}	{"वर्षा जिंबक हिवाळे--","नवनाथ अंबादास जाधव--"}	, इतर माहिती: मौजे तिसगांव सिडको वाळूज महानगर 2 ग्रोथ सेंटर ता जि औरंगाबाद येथील गट नं. 114 पार्ट यामधील प्लॉट नं. 163 ज्याचे क्षेत्र 204 चौरस मीटर व बिल्टअप क्षेत्र 99 चौरस मीटर या मिळकतीचे अॅग्रीमेंट फॉर असाईनमेंट	तिसगांव



342	52431	3236	अभिहस्तांतरणपत्र	02/05/2011	औरंगाबाद 5	प्रमोद जम्मनलाल कासलीवाल (जैन) व सुनीता प्रमोद कासलीवाल (जैन) यांच्या कडून मु आम म्हणून व शूभदिप कन्स्ट्रक्शनचे भागीदार म्हणून श्री प्रमोद जम्मनलाल कासलीवाल (जैन) व श्री आशिष विनोद अग्रवाल व मनोज दूलीचंद साहूजी यांच्या तर्फे मू आम म्हणून श्री आकाश राजेंद्र मुदिराज BCAPK8449L --,	मधुकर काशिनाथ वालतुरे --,	मौजे तिसगांव ता जि औरंगाबाद येथील गट नं 99 मधील प्लॉट नं 1 व 24 सिध्दीविनायक विहार मधील रो हाऊस नं B-46 खालचा व वरचा मजला चे क्षेत्र 71.53 चौ मी	तिसगांव
42	53139	3944	करारनामा	27/05/2011	औरंगाबाद 5	प्रमोद जम्मनलाल कासलीवाल (जैन) व सुनीता प्रमोद कासलीवाल (जैन) यांच्या कडून मु आम म्हणून व शूभदिप कन्स्ट्रक्शनचे &#x0D;&#x0D; भागीदार म्हणून श्री प्रमोद जम्मनलाल कासलीवाल (जैन) व श्री आशिष विनोद अग्रवाल व मनोज दूलीचंद साहूजी यांच्या तर्फे मू &#x0D;&#x0D; आम म्हणून श्री आकाश राजेंद्र मुदिराज BCAPK8449L --,	अतुल सुरेश गोरे --,	मौजे तिसगांव ता जि औरंगाबाद येथील गट नं 99 मधील प्लॉट नं 1 व 24 सिध्दीविनायक विहार मधील स्टिल्ट थर्ड फ्लोर येथील फ्लॉट नं F-62 चे क्षेत्र 55.15 चौ मी	तिसगांव
42	53213	4018	अभिहस्तांतरणपत्र	30/05/2011	औरंगाबाद 5	श्री गणेश चांडूरंग कुलकर्णी --,	किशोर जगन्नाथराव शिंगार --, सुनील मनोहरराव पांगारकर --, सौ छायाबाई सुधाकर फड --,	प्लॉट नं 59 ते 63 गट नं 99 (भाग) क्षेत्र 548.10 चौ मी तिसगांव औरंगाबाद	तिसगांव
42	53214	4019	अभिहस्तांतरणपत्र	30/05/2011	औरंगाबाद 5	राजीवकुमार धरमचंद पहाडे --,	किशोर जगन्नाथराव शिंगार --, सुनील मनोहरराव पांगारकर --, सौ छायाबाई सुधाकर फड --,	प्लॉट नं 64,65,66,68,69,70,71,72,73 व 74 गट नं 99 भाग तिसगांव औरंगाबाद चे एकूण क्षेत्र 1393.5 चौ मी	तिसगांव
59	56682	3791	चुक दुरुस्तीपत्र	04/07/2011	औरंगाबाद 2	शरद काळुराम डोंगरे, विजय किसनराव सराफ, संजय काळुराम डोंगरे,	विनय हनुमंतराव याडकीकर,	गट नं 99, मधील, दस्तामध्य साई बिल्डर्स अण्ड डेव्हलपर्स असे होते परंतु नविन बिल्डर्स ठेवणार आहे.	तिसगांव
42	54568	5373	अभिहस्तांतरणपत्र	06/07/2011	औरंगाबाद 5	श्री विनय हनुमंतराव याडकीकर --,	गुलाम दस्तगीर देवरा --,	माज तिसगांव ता जि औरंगाबाद येथील गट नं 99 मधील स्वप्नपुर्ती येथील रो हाऊस नं D-3 चे क्षेत्र 61.11 चौ मी	तिसगांव
42	54569	5374	अभिहस्तांतरणपत्र	06/07/2011	औरंगाबाद 5	श्री विनय हनुमंतराव याडकीकर --,	गुलाम दस्तगीर देवरा --,	माज तिसगांव ता जि औरंगाबाद येथील गट नं 99 मधील स्वप्नपुर्ती येथील रो हाऊस नं D-2 चे क्षेत्र 62.52 चौ मी	तिसगांव
42	54570	5375	अभिहस्तांतरणपत्र	06/07/2011	औरंगाबाद 5	श्री विनय हनुमंतराव याडकीकर --,	गुलाम दस्तगीर देवरा --,	माज तिसगांव ता जि औरंगाबाद येथील गट नं 99 मधील स्वप्नपुर्ती येथील रो हाऊस नं R-6 चे क्षेत्र 56.16 चौ मी	तिसगांव
2	54571	5376	अभिहस्तांतरणपत्र	06/07/2011	औरंगाबाद 5	श्री विनय हनुमंतराव याडकीकर --,	गुलाम दस्तगीर देवरा --,	माज तिसगांव ता जि औरंगाबाद येथील गट नं 99 मधील स्वप्नपुर्ती येथील फ्लॉट नं CA-12 चे क्षेत्र 39.52 चौ मी	तिसगांव

Year	Month	Day	Event	Location	Notes
1900	Jan	1	...	...	...
1900	Jan	2	...	...	...
1900	Jan	3	...	...	...
1900	Jan	4	...	...	...
1900	Jan	5	...	...	...
1900	Jan	6	...	...	...
1900	Jan	7	...	...	...
1900	Jan	8	...	...	...
1900	Jan	9	...	...	...
1900	Jan	10	...	...	...
1900	Jan	11	...	...	...
1900	Jan	12	...	...	...
1900	Jan	13	...	...	...
1900	Jan	14	...	...	...
1900	Jan	15	...	...	...
1900	Jan	16	...	...	...
1900	Jan	17	...	...	...
1900	Jan	18	...	...	...
1900	Jan	19	...	...	...
1900	Jan	20	...	...	...
1900	Jan	21	...	...	...
1900	Jan	22	...	...	...
1900	Jan	23	...	...	...
1900	Jan	24	...	...	...
1900	Jan	25	...	...	...
1900	Jan	26	...	...	...
1900	Jan	27	...	...	...
1900	Jan	28	...	...	...
1900	Jan	29	...	...	...
1900	Jan	30	...	...	...
1900	Jan	31	...	...	...