

Advocate

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ANNEXURE – B:

Report of Investigation of Title in respect of immovable property
(All Columns/ items are to be completed/ commented 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 Singare		
2	a) Name of the unit/concern/ company/ person offering the property/(ies) as security.		Mr. Kishor s/o Jagannath Singare		
	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.		M.C plate No. 2-17-98 CTS no. 5816 situated at Bhoi Galli Kadrabad Jalna Tq. & Dist. Jalna		
	a) Survey No.		N.A		
	b) Door/ House No.(in case of house Property)		M.C plate No. 2-17-98		
	c) Extent/ area including plinth/ built up in case of house property.		M.C plate No. 2-17-98 CTS no. 5816 adm. 171.00 sq.mtr situated at Bhoi Galli Kadrabad Jalna Tq. & Dist. Jalna		
	<p>Boundaries of CTS no.5816</p> <p>East – House Of Manohar Singare</p> <p>West – House Of Shaym singare</p> <p>South – CTS No. 5814 of Shayam Singare</p> <p>North – Bhoi galli.</p>				
4	PARTICULERS OF DOCUMENTS				
	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	17/06/2020	P.R card of CTS no. 5816	Certified Copy	Yes
	2	07/11/2006	Copy of sale deed No. 2971/2006 executed in favour of borrower	Original is in custody of Sundarlal Sawaji Urban Co-op. Bank Ltd	Yes
	3	25/07/2021	Search Receipt for 30 years	Online	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				No

	along with the TIR.)	
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?	Jalna
	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)	Separate sheet is annexed.
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 Jagannath Singare
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 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 available?	No
	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	No

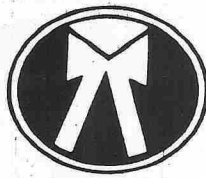
	religious / other institutions having any restriction in creation of charges on such properties?	
	c) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	No
18	a) Where the property is a HUF / Joint family property, mortgage is created for family benefit / legal 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 on such seal / marking.	No
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
29	If the property is a flat / apartment or residential / commercial complex, check and comment on the following:	N.A.
	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 already 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.	1991 to 2021 i.e. 30 years.
32	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	Municipal Taxes 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 P.R cards are annexed herewith
35	Whether the mane of mortgage is reflected as owner in the revenue / Muncipal / Village records?	Yes
36	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation / partition of the property is legally valid? c) Whether the property has clear access as pert documents?	Yes
37	Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny? a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes
38	In respect of the boundaries of the property, whether there is a difference / discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborated / comment on the same.	No.
39	If the valuation report and / or approved / sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and / or approved plan afrenoit available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Yes, approved plan is made available, which is annexed herewith.
40	Any bar / restriction for creation of mortgage under any lical or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes

S. M. Deshpande
Vikrant V. Deshpande
Advocates



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42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extract duly certified etc. as also any precaution to be taken by the Bank in this regard.	In absence of Original title Deed, Registered Mortgage Deed of the same is to be obtained
43	Whether the governing law / constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes. No Additional precaution is required by law.
44	Additional aspects relevant for investigation of title as per local laws.	No
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.	Kishor Jagannath Singare
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 :- 25/07/2021

Place :- Jalna

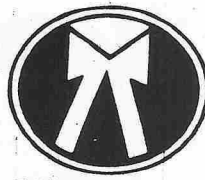

Signature of the Advocate

Adv. Sanjay M. Deshpande (B.Com, L.L.B)
Panel Advocate S.B.I
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Ph. 02482-225872, Mob : 9422216301

ANNEXURE – C1:

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 or simple registered 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, as could be seen from the Encumbrance Certificate for the period from 1991 to 2021 pertaining to the Immovable Property /(ies) covered by above said Certified copies title deeds. **This property is already mortgaged with Sundarlal Sawaji Urban-Co-operative Bank Ltd.**
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 Jagannath Singare
9. I certify that Kishor Jagannath Singare is 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:
a. Copy of P.R card of CTS no. 5816.
b. Original Reg. Sale deed no.2971/2016 executed in favour of Kishor Singare dated 07/11/2006.



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

SCHEDULE OF THE PROPERTY (IES)

M.C plate No. 2-17-98 CTS no. 5816 adm. 171.00 sq.mtr situated at Bhoi Galli Kadrabad Jalna Tq. & Dist. Jalna.

Boundaries of CTS no.5816

East – House Of Manohar Singare

West – House Of Shaym singare

South – CTS No. 5814 of Shayam Singare

North – Bhoi galli.

FLOW OF TITLE

That this property M.C Plate No. 2-17-98, adm. 171.00 sq.mtr bearing CTS No. 5816 situated at Jalna is an gavthan property exempted from availing N.A. permission as P.R Card clearly reveals as “A”. This property was owned and possessed by Chandrakant Vishwanath Shingne as per the court decree passed in CS No. 48/1986 dated 06/03/1986. His name has been mutated in P.R. card as owner and possessor of this said property. After that Chandrakant Vishwanath Shingne sold away this property CTS No. 5816 adm. 171 sq.mtr. to Kishor Jagannath Singare vide registered sale deed No. 2971/2006 dated 07/11/2006 for cash consideration of Rs. 1,50,000/-. By virtue of said decree name of Kishor Singare has been mutated in CTS record as owner and possessor.

Thus Kishor Jagannath Singare has become owner and possessors of the property and he is in exclusive possession of this property. His title to the same is absolute, Clear and marketable as per available record. **This property is already mortgaged with Sundarlal Sawji urban Co. Bank Ltd. Jintur Branch Jalna.**

That borrower can execute equitable or simple registered mortgage in favour of your bank only after depositing **original registered sale deed No. 2971/2006 dated 07/11/2006** in custody of your bank alongwith NOC & No-Dues of Sundarlal Sawaji Urban Co-operative Bank Ltd. Charge of the same should be noted in CTS record of the property to safeguard the interest of the Bank.

Hence this Certificate

Date- 25/07/2021


ADV. S.M.DESHPANDE

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Panel Advocate S.B.I
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Ph. 02482-225872, Mob : 9422216301



2

CHALLAN
MTR Form Number-6



GN	MH004029986202122E	BARCODE					Date	25/07/2021-18:08:12	Form ID		
Department	Inspector General Of Registration				Payer Details						
Type of Payment	Search Fee				TAX ID / TAN (If Any)						
					PAN No.(If Applicable)						
Office Name	JLN1_HQR SUB REGISTRAR JALNA 1				Full Name	Adv S M Deshpande					
Location	JALNA				Flat/Block No.	CTS no.5816					
Year	2021-2022 From 01/01/1992 To 25/07/2021				Premises/Building						
Account Head Details				Amount In Rs.							
0030072201 SEARCH FEE				750.00	Road/Street	Jalna					
					Area/Locality	Tq.Dist.Jalna					
					Town/City/District						
					PIN	4	3	1	2	0	3
					Remarks (If Any)	Search for 30 Years 1992-2021 of CTS no.5816 at Jalna					
					Amount In	Seven Hundred Fifty Rupees Only					
Total				750.00	Words						
Payment Details	STATE BANK OF INDIA				FOR USE IN RECEIVING BANK						
Cheque-DD Details					Bank CIN	Ref. No.	00040572021072516775	IK0BETAPD9			
Cheque/DD No.					Bank Date	RBI Date	25/07/2021-18:24:09	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. : 7798496200

सदर चलान "टाइम ऑफ पेमेंट" मध्ये नगुद कारणांसाठीच लागू आहे. इतर कारणांसाठी किंवा नोंदणी न करवण्याच्या दस्त्यासाठी लागू नाही.