

# Mukund R. Odhekar

B. Com. LL.B. ADVOCATE

RESI : " Shirdurga ", S. No. 575, Plot No. 3, Dr. Homi Bhabha Nagar, Nasik 422 011  
OFF : Basement No. A-10, Purnam Centre Point, Near CBS, Kanhera Wadi, Nasik 422 001. Mobile 93256 68069

Ref. No.

Date :

## TITLE INVESTIGATION REPORT



To,

The Sr. Manager,  
Andhra Bank,  
Nasik Branch,  
Nasik.

Respected Sir,

1. The complete description of immovable property offered as security for creation of mortgage by deposit of title deeds/simple mortgage:

Survey No. (in case of Land Property)	CTS No. 573/B area adm. 39.86 Sq. mtrs. of Nashik, Tal & Dist. Nasik
Door No. (in case of House Property)	---
Extent/Area	Nashik, Tal & Dist. Nasik
Location	Trimbakeshwar Nasik
Boundaries	<u>Plotted property :</u> On towards East : Road On towards West : CTS no. 572/B/1/2 On towards South : Property of LAXMAN BALAJI DALAVI On towards North : CTS no. 573/A



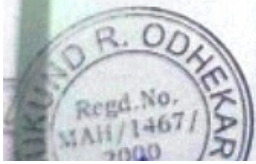
2. Particulars of the Document scrutinised:

S N o	Date of Doc.	Doc. No.	Nature of Doc.	Orig inal / Cop y	Parties to Document	
					From	To
1	26/05/ 2008	5258/ 2008	Copy of Sale Deed	Xero x	Mr. Madhukar Dagadu Burkule	Mr. Ghanshyam Keshav Avhad.
2	---	---	CTS extractss and Mutation entries for 30 years	Xero x	C.T.S. office	

3.	Name of the unit / concern / company / person offering the property as sue security for the loan together with address.	<b>Mr. Ghanshyam Keshav Avhad.</b>
4.	Constitution of the mortgagor concern/person/body/authority offering the property for creation of charge:	<b>Individual</b>
	a. Whether he/they are owners/agents and are entitled to act as mortgagor.	<b>No.</b>
	b. In case the Mortgage is sought to be created by an agent under a Power of Attorney whether the power of attorney is registered and currently in force and subsisting. Such deed of power of attorney authorises the agent to deposit the title deeds for creation of mortgage/charge over the properties.	<b>Not Applicable.</b>
	c. In case of partnership firm whether the property offered as security belongs to the firm (see section 14 of the Partnership Act) or it belongs to one of the partners or whether it has been brought into books of accounts of the firm.	<b>Not Applicable.</b>



<p><b>A.</b> In case of companies / societies / associations; whether, memorandum and articles/bye laws of the company/society/association authorise to offer its property(ies) as security for the loan</p>	<p><b>Not Applicable.</b></p>
<p><b>B.</b> requisite resolutions have been duly passed by the company / society / association for mortgaging the property in favour of the bank.</p>	<p><b>Not Applicable.</b></p>
<p><b>C.</b> such resolution sets out the names of the persons who are authorised to create charge over the properties, affixing of common seal.</p>	<p><b>Not Applicable.</b></p>
<p><b>D.</b> Whether there are any subsisting charge as per the records of charges with the Registrar of Companies over the property offered.</p>	<p><b>No.</b></p>
<p><b>5.</b> Brief History/flow of title.</p> <p>Whether all original link documents are available with the mortgagor. <b>Yes</b></p> <p>Whether there is any defect in the chain of title. <b>No.</b></p> <p>It appears that the said C.T.S. No. 573/B of Nashik is owned and possessed by Laxman Balai Dalvi prior to 1970.</p> <p>THAT on 31/10/1973 reveals that Mr. LAXman Balaji Dalvi died on 15/10/1971 leaving behind legal heirs Mr. Vinayak LAXman Dalvi and Mr. Subhash LAXman Dalvi, Smt. Tara LAXman Dalvi and accordingly the name of all legal heirs entered to CTS extract.</p> <p>THAT on 01/10/1990 reveals that Smt. Shevntabai LAXman Dalvi died hence her name were deleted from CTS extract.</p> <p>THAT on dated 21/08/2006 Mr. Narayan Dalvi died on 13/08/2003 leaving behind legal heirs Mr. Santosh Narayan Dalvi, Smt. Hirabai Narayan Dalvi , Smt. Bharati Sahebrao Chavhan, Smt. Surekha, Sangita , Sunanda, Manisha and Sujata and accordingly name of all legal heirs entered to CTS extract.</p> <p>THAT on 21/08/2006 reveals that Smt. Bharati Sahebrao Chavhan, Smt. Surekha Madhukar Chaudhari, Sangita Anil Valuj, Sunanda Sanjay Chaudhari, Manisha and Sujata released their rights from CTS. no. 573/B in favour of Mr. Santosh Narayan Dalvi, Smt. Hirabai Narayan Dalvi and accordingly their name were deleted from CTS extract and name of Sntosh and Hirabai Dalavi entered to CTS extract.</p>	



	<p>THAT on 31/03/2011 reveals that Santosh Narayan Dalvi sold area adm 39.86 sq. mtrs. to Mr. Ganshyam Keshav Avhad and Mr. Manoj Bhaurav Sonawane by registered Sale Deed at Sr. No. 12165/2010 on dated 18/12/2010 and accordingly the name of purchaser entered to CTS extract.</p> <p>THAT on 15/06/2015, as per the order of Consolidation Commissioner &amp; Director of Land Records Maharashtra state Pune vide order dtd. 16/02/2015 the area of the said cts no is written in words and effect is taken to Holder's column.</p> <p>I have taken search of Index II Register of last 30 years the registers from 1988 till 2017 in the office of Sub-Registrar Office. During the Search I have not found any adverse entry. The receipt issued by the Sub-Registrar, is enclosed herewith.</p>	
6.	Description/state and nature of title of the mortgagor over the property :- Whether full ownership right/limited right / vested remainder rights/ leasehold rights / occupancy / possessory rights or holder of Government, grant, assignment patta etc.	<b>Owner.</b>
7.	If the title over the property is lease hold rights:	
	a. Whether the lease permits creation of mortgage by the lessee.	<b>Not Applicable.</b>
	b. Whether the lease deed has been registered as required under law of registration and the transfer of property act;	<b>Not Applicable.</b>
	c. Total duration of the lease duration of unexpired lease period:	<b>Not Applicable.</b>
	d. Whether there are any prejudicial clauses in the leasehold property offered as security or the rights of the mortgagor to mortgage the property;	<b>Not Applicable.</b>
	e. Whether the permission from the lessor is a condition for creation of mortgage. Whether the requisite permission has been obtained with details of such permission.	<b>Not Applicable.</b>
	f. In case of government grants/assigned lands whether the terms of such grant/assignment permit the creation of charge, also whether the requisite permission	<b>Not Applicable.</b>



	from the competent authorities is obtained.	
8.	Whether any minors interest is involved, if so, whether permission from competent court has been obtained for offering the property as security with the details of the order etc.	<b>Not Applicable.</b>
9.	Whether the property holding of the proposed mortgagor are within the ceiling limits prescribed under the Urban Land(Ceiling&Regulation)Act 1978.	<b>No. The said act is repealed.</b>
10.	Whether clearance is required to be obtained or notice under section 26 of the Act is required before the mortgage is created. If the ULC clearance has been obtained for creating the mortgage in favour of the Bank, or the requisite notice in that regard has been issued whether the same is in order.	<b>No. The said act is repealed.</b>
11.	Whether no objection certificate under Income Tax Act 1961, is required to be obtained before the creation of the proposed mortgage. If yes, the reference of such No objection certificate, issued by the ITO together with the date of mentioned.	<b>Not required.</b>
12.	State whether the land is affected by any local Act, Revenue and Tenancy Legislations. If so, how and to what extent the right of the mortgagor to create the mortgage and the rights of the Bank as mortgagee will be affected. Whether marketability of the holding will be affected by any Local Acts.	<b>No.</b>
13.	If the property proposed to be mortgaged comprises of Agricultural lands:	<b>No.</b>
	a. Whether the mortgage can be created by the mortgagor in favour of the Bank under the Tenancy Laws for Agricultural and non-	<b>Not applicable.</b>



	b. Whether the land is mutated in the revenue records in favour of the mortgagor and the holding is within ceiling limits prescribed.	<b>No.</b>
	c. Whether Pattadar Pass Book and Title Deed Pass Book and copies of Revenue records have been examined.	<b>Yes.</b>
	d. Whether permission for conversion of land from Agricultural to residential/commercial use is obtained, whatever necessary, from the requisite authorities.	<b>Yes.</b>
	e. Whether the mortgage created on the agricultural lands will be subject to any restrictions/infirmities under the Local Acts.	<b>Not Applicable.</b>
	f. Whether the mortgage/charge requires or has been registered with the Revenue authority and/or Revenue Record/Pass Book	<b>Yes.</b>
<b>14.</b>	If the property to be mortgaged is a flat/apartment in residential or commercial complex, whether:	<b>Yes. The property is Residential House.</b>
	a. The documents produced unequivocally establish independent title of the proposed mortgagor.	<b>Yes.</b>
	b. Whether the link documents are produced in original or under certified extracts etc	<b>Yes. But those are in xerox.</b>
	c. Whether undivided share in the land had been vested in the mortgagor.	<b>Not Applicable.</b>
	d. Whether the vendees to the mortgagor had absolute rights to transfer the flat and they had not encumbered the property for construction of the building or any other purpose	<b>Not Applicable.</b>
	e. Suitable covenants providing for proper enjoyment of the common areas and facilities have been incorporated under the documents	<b>Not Applicable.</b>
	f. The mortgagor/builder holds a duly approved plan and clearance for the property offered as security	<b>Not Applicable.</b>



15.	In case of gift, wills partition/settlement deeds	Not Applicable.
	a. Whether the original deed is available for deposit	Not Applicable.
	b. Whether such documents are registered under the law for the time being in force	Not Applicable.
	c. Whether the Will has been probated. In case of devolution of property by a Will, the safeguards taken to ensure against impeachment of title to the property offered as security	Not Applicable.
	d. Whether the shares have been divided in metes and bounds	Not Applicable.
	e. Whether the mortgage created in favour of the Bank will suffer from any infirmities/restrictions	Not Applicable.
16.	Whether the possession of the mortgagor over the property offered as security is an unhindered possession for more than 15 years either through himself or through his predecessors in title. Whether any adverse possession exists on the property offered for mortgage	No adverse possession is found during the chain of title nor during the search.
17.	Do the documents produced for inspection disclose any subsisting charges, liens, claims, attachments over the property offered for mortgage. If any, the details thereof	No charge or adverse entry is found during the search.
18.	Whether the requisite property tax / land revenue or other statutory dues have been paid in respect of the property offered as the security upto date and the relative receipts produced	Yes. Latest NA tax receipt is on record.
19.	Description of the period covered under the Encumbrance Certificate and also about the encumbrances if any, referred therein	I have taken search of Index-II Registers from the office of Sub-Registrar and also on internet on IGR Website from the year 1988 to 2017 (30 years). I have not found any adverse entry or encumbrance on the said property during the search
20.	Is the title tainted by any encumbrances, attachments, claims whether the property is under acquisition / Notification of the	No such charges found in Revenue Records.  The charges described in other rights



**Mukund R. Odhekar**  
Advocate

Continuation Sheet No. 8

	Government (Central or State) or other local authorities or third party claims, liens etc. exist, if yes, the details thereof	<b>column is not relevant with the property in question.</b>
21.	Confirmation that the latest title deed(s) through which proposed mortgagor derived title to the property as also the immediately preceding title deed(s) are available in original	<b>Sale Deed of area adm. 39.86 sq. mtrs. of CTS no. 573/B of Nashik, Tal &amp; Dist. Nashik in favour of Mr. Ghanshyam Keshav Avhad and the said Sale Deed is registered at Sr. No. 12165/2010 on 18/12/2010.</b>
22.	Confirmation that the mortgage by deposit of title deeds (originals) is possible on the strength of the documents produced for scrutiny	<b>Yes.</b>
	(i) The list of documents to be deposited for creation of Equitable Mortgage over the property/ies offered as security may be set out	<b>Equitable Mortgage is possible.</b>
	(ii) The persons who are required to join to deposit the said documents of title be mentioned	<b>Owner/present borrower</b>
23.	That the mortgage if created will be available to the bank for the liability of the intending borrower	<b>Yes.</b>

**Opinion :-**

On the material placed before me, I am of the considered opinion that, the borrower **Mr. Ghanshyam Keshav Avhad** has/have an absolute, clear and marketable title over the property/ies mentioned above and he/they can mortgage the same to the bank. I also certify that the properties are free from any charges/encumbrances.

The bank can accept the original documents mentioned above (Coloumn No. 21) for creation of mortgage by way of deposit of title deeds/Equitable mortgage.

**Special instructions :**

- The Charge of our bank be entered to other rights column of 7/12 extract.
- Affidavit in Bank's format be obtained from the borrower.
- NOC of the Builder to mortgage be obtained.
- After Equitable Mortgage by Deposit of Title Deeds is created, the Mortgagor has to file a Notice of intimation of such mortgage within 30 days from the date of mortgage with the office of Sub-Registrar under whose jurisdiction the mortgaged property is situated. This should be complied with scrupulously as non-compliance of the provision would create complications in creation of mortgage.

Thanking you for better co-operation.

Yours faithfully,



**M. R. ODHEKAR**

Advocate

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