




Date: 23.05.2024

To,
State Bank of India
Commercial Branch (Advances),
N.G.N. Vaidya Marg,
Bank Street, Horniman Circle,
Fort, Mumbai – 400 001

Dear Sir,

SUB: Title Search Report on and in respect of all that Property which is more particularly described hereinbelow for the sake of brevity and convenience.

1.	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India Commercial Branch (Advances), N.G.N. Vaidya Marg, Bank Street, Horniman Circle, Fort, Mumbai – 400 001
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Letter of Engagement dated 23.04.2024 bearing Reference No. SBI/CBMUM/AMT-V/2024-25/32
	c) Name of the Borrower.	Suprindustrial Park Private Limited
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	Suprindustrial Park Private Limited (hereinafter for the sake of brevity referred to as the “ Company ”)
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Company registered under the Companies Act, 2013.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	<i>See Below</i> 
	a) Survey No.	

	b) Door/House no. (in case of house property)	
	c) Extent/ area including plinth/ built up area in case of house property	
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	

1. All that piece and parcels of agricultural land totally admeasuring 20-56-00 (H-R-P) equivalent to 2,05,600 square meters situated at Village Selu, Taluka Kamleshwar, District Nagpur, Maharashtra and comprised in the following Survey Nos.-

Sr No	Survey Nos	Area (in H-R-P)	Area (in square meters)
1.	248/1	2-15-00	21,500
2.	248/2	2-36-00	23,600
3.	250	2-04-00	20,400
4.	253/1/253/2/1	1-05-00	10,500
5.	254/1	1-39-00	13,900
6.	259(part)	1-34-00 from and out of 2-66-00	13,400 from and out of total area of 26,600
7.	260(part)	1-35-00 from and out of 3-14-00	13,500 from and out of total area of 31,400
8.	261	1-74-00	17,400
9.	262	1-52-00	15,200
10.	264	2-50-00	25,000
11.	266	1-36-00	13,600
12.	391	1-76-00	17,600
Total		20-56-00	2,05,600

The aforesaid parcels of land are bounded as under:

South : Survey No. 260, 259, 254/1, 265, 7/1 of Ketapar;
North : Pandhan;
West : Survey No. 269, 273, 265, 290; and
East : Road.


(Hereinafter for the sake of brevity referred to as the '**Property 1**')

2. All that piece and parcel of agricultural land bearing Survey No. 390 measuring 2-45-00 (H-R-P) equivalent to 24,500 square meters, situated at Village Selu, Taluka Kamleshwar, District Nagpur, Maharashtra and bounded as under:

South : Land of kh. Survey no. 264;
North : Land of kh. Survey no. 294, 295, 296;
West : Land of kh. Survey no. 391, 265; and
East : Land of kh. Survey no. 248.



	(Hereinafter for the sake of brevity referred to as the ' Property 2 ')				
	Property 1 and Property 2 are hereinafter collectively referred to the ' Schedule Property ' for the sake of brevity and convenience.				
4.	a) Particulars of the documents scrutinized-serially and chronologically.				
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.				
	Note: Only originals or certified extracts from the registering/land/revenue/ other authorities be examined.				
	Sr. 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 advocate.
1.	25.04.1991	Sale Deed registered as Document No. 2157/1991, in Book I, in the Office of the Sub-Registrar of Assurances at Nagpur-, executed by Mrs. Uma Chandrakant Shah through her constituted attorney Mr. Chandrakant Ratansi Shah in favour of Mr. Yashpal Vidyabhushan Seth;	Photocopy	No	
2.	25.04.1991	Sale Deed registered as Document No. 2267/1991, in Book I, in the Office of the Sub-Registrar of Assurances at Nagpur-1, executed by Mrs. Uma Chandrakant Shah through her constituted attorney Mr.	Photocopy	No	





			Chandrakant Ratansi Shah in favour of Mr. Mannu Seth Ajit Seth;		
3.	30.04.1991		Sale Deed registered as Document No. 2379/1991, in Book I, in the Office of the Sub-Registrar of Assurances at Nagpur-1 executed by Mr. Chandan Chandrakant Shah in favour of Mrs. Parveen Yashpal Seth;	Photocopy	No
4.	25.06.1991		Sale Deed registered as Document No. 3941/1991, in Book I, in the Office of the Sub-Registrar of Assurances at Nagpur-1 executed by Mrs. Uma Chandrakant Shah in favour of Mrs. Kaushalya Seth Vidyabhushan Seth;	Photocopy	No
5.	04.07.1991		Sale Deed registered as Document No. 3482/1991, in Book I, in the Office of the Sub-Registrar of Assurances at Nagpur-1 executed by Chandrashekhar Kisan Gaikwad being minor, represented through his father and natural guardian Mr. Kisan Manuba Gaikwad in favour of Mrs. Kaushalya Seth Vidyabhushan Seth;	Photocopy	No
6.	08.10.1998		Sale Deed registered as Document No. 7754/1998, in Book I, in the Office of the Sub-Registrar of Assurances at	Photocopy	No



			Nagpur-11 executed by Mrs. Kaushalya Seth Vidyabhushan Seth through her constituted attorney Mr. Yashpal Vidyabhushan Seth in favour of Mr. Yashpal Vidyabhushan Seth;		
7.	08.10.1998		Sale Deed registered as Document No. 7756/1998, in Book I, in the Office of the Sub-Registrar of Assurances at Nagpur-11 executed by Mrs. Kaushalya Seth Vidyabhushan Seth through her constituted attorney Mr. Yashpal Vidyabhushan Seth in favour of Mr. Yashpal Vidyabhushan Seth;	Photocopy	No
8.	18.08.2000		Sale Deed registered as Document No. 674/2000, in Book I, in the Office of the Sub-Registrar of Assurances at Kelmeshwar, executed by Mr. Dilip Jayavantrao Bagade in favour of Mr. Chandamal Mangilal Bundela;	Photocopy	No
9.	15.10.2007		Sale Deed registered as Document No. 2231/2007, in Book I, in the Office of the Sub-Registrar of Assurances at Kalmeshwar executed by Mr. Chandamal son of Mangilal Bundela in favour of Mr. Yashpal son of Vidyabhushan Seth and	Photocopy	No



			Mr. Mannu son of Ajit Seth;		
10.	08.05.2009		Sale Deed registered as Document No. 611/2009, in Book I, in the office of Sub-Registrar of Assurances at Kalmeshwar executed by Mr. Khemraj Shiva Rewade in favour of Mr. Prabhakar Khemraj Rewade;	Photocopy	No
11.	15.04.2013		Sale Deed registered as Document No. 874/2013, in Book I, in the office of Sub-Registrar of Assurances at Kamaleshwar executed by Mr. Mannu Seth son of Ajit Seth in favour of Mr. Yashpal Seth son of Late Mr. Vidyabhushan Seth;	Photocopy	No
12.	15.04.2013		Sale Deed registered as Document No. 877/2013, in Book I, in the Office of the Sub-Registrar of Assurances at Kalmeshwar executed by Mr. Mannu Seth son of Ajit Seth in favour of Mr. Yashpal Seth son of Late Mr. Vidyabhushan Seth;	Photocopy	No
13.	08.03.2016		Will registered as Document No. 1298/2016 in the office of Sub-Registrar of Assurances at Nagpur – 4 executed by Mr. Yash Pal Seth son of Mr. Vidyabhushan Seth;	Photocopy	No
14.	31.08.2021		Letter bearing Reference No. Land/Aakar Phod	Photocopy	No



			Patrak/2021/4461 issued by the Deputy Superintendent Land Records in favour of Tehsildar Officer, Kalmeshwar;		
15.	07.12.2022		Mutation Entry No. 1575 with respect to the Group 1 Lands	Photocopy	No
16.	01.02.2023		Gift Deed registered as Document No. 266/2023, in Book I, in the Office of the Sub-Registrar of Assurances at Kalmeshwar executed by Mrs. Parveen wife of Yashpal Seth in favour of Ms. Arti wife of Inder Pal Hora, Mrs. Priti wife of Sumit Goel and Ms. Deepika wife of Nikhil Khera;	Photocopy	No
17.	27.03.2023		Sale Deed registered as Document No. 641/2023, in the office of Sub-Registrar of Assurances at Kalmeshwar executed by Mr. Prabhakar Khemraj Rewade, having Mr. Roshan Prabhakar Rewade, Mr. Chetan Prabhakar Rewade and Mrs. Puja Pramod Bhoyar as Consenting Party, in favour of Kalmeshwar Warehouse Park Private Limited;	Photocopy	No
18.	22.06.2023		Certificate of Incorporation bearing CIN: U52109MH2023PTC405 247 issued by	Photocopy	No



			Government of India in the name of Suprindustrial Park Private Limited;		
19.	22.06.2023		e-Memorandum of Association of Suprindustrial Park Private Limited;	Photocopy	No
20.	07.08.2023		Altered e-Articles of Association of Suprindustrial Park Private Limited;	Photocopy	No
21.	21.08.2023		Sale Deed registered as Document No. 1943/2023 in Book I, in the office of Sub-Registrar of Assurances, Kalmeshwar executed by (i) Ms. Arti Hora, (ii) Mrs. Priti Goel through its constituted attorney Mrs. Parveen wife of Yashpal Seth and (iii) Ms. Deepika Khera, having Parveen Yashpal Seth alias Parveen Seth as the confirming party in favour of Suprindustrial Park Private Limited through its authorized signatory Ms. Mihika Shashikant Padalkar with respect to Property 1;	Photocopy	No
22.	21.08.2023		Sale Deed registered as Document No. 1945/2023 in Book I, in the office of Sub-Registrar of Assurances, Kalmeshwar executed by Kalmeshwar Warehouse Park Private Limited in favour of Suprindustrial Park Private Limited through its authorized signatory Ms. Mihika Shashikant	Photocopy	No




			Padalkar with respect to the Property 2;		
23.	31.08.2023		List of Directors of Suprindustrial Park Private Limited;	Photocopy	No
24.	20.10.2023		Mutation Entry No. 1793 in respect of the Schedule Property;	Photocopy	No
25.	02.11.2023		Updated 7/12 Extracts in respect of the Schedule Property;	Photocopy	No
26.	05.02.2024		NA Tax Challan for the year 2023-2024 bearing GRN No. MH015053959202324M issued by Tehsildar, Kalmeshwar, Revenue Department;	Photocopy	No
27.	05.02.2024		NA Tax Challan for the year 2023-2024 bearing GRN No. MH015055305202324M issued by Tehsildar, Kalmeshwar, Revenue Department;	Photocopy	No
28.	07.02.2024		Survey Map bearing Outward No. 668 issued by Deputy Superintendent Land Records, Kalmeshwar with respect to Survey No. 258;	Photocopy	No
29.	07.02.2024		Survey Map bearing Outward No. 669 issued by Deputy Superintendent Land Records, Kalmeshwar with respect to Survey No. 253/1/253/2/1;	Photocopy	No
30.	07.02.2024		Survey Map bearing Outward No. 670 issued by Deputy Superintendent Land Records, Kalmeshwar with respect to Survey No. 248;	Photocopy	No
31.	07.02.2024		Survey Map bearing Outward No. 672 issued by Deputy Superintendent	Photocopy	No



			Land Records, Kalmeshwar with respect to Survey No. 254;		
	32.	07.02.2024	Survey Map bearing Outward No. 673 issued by Deputy Superintendent Land Records, Kalmeshwar with respect to Survey No. 256, 257, 259 & 260;	Photocopy	No
	33.	07.02.2024	Survey Map bearing Outward No. 674 issued by Deputy Superintendent Land Records, Kalmeshwar with respect to Survey No. 255;	Photocopy	No
	34.	07.02.2024	Survey Map issued by Deputy Superintendent Land Records, Kalmeshwar with respect to Survey No. 250, 261, 262, 264, 266, 390 & 391;	Photocopy	No
5.	a) 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.)		Yes		
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?		Yes		
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).		Yes		



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.	Our external consultant has conducted search in the Sub-Registrar Office at Kalmeshwar, Nagpur for a period of 30 years from 1995 to 2024 <i>vide</i> Search Report dated 23.05.2024 with search receipt bearing GRN No. MH002458735202425P, to identify the documents registered in respect of the Property and the same has been enclosed
	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?	Yes
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-registrar Office at Kalmeshwar, Nagpur
	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/ district registrar/ registrar- general. If so, please name all such offices?	No
	c) Whether search has been made at all the offices named at (b) above?	Yes
	d) Whether the search in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No cross entries found
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	As per Chain of Title 

	title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Full Ownership Rights
10.	If leasehold, whether;	
	a) lease Deed is duly stamped and registered	Not Applicable
	b) lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c) duration of the Lease/unexpired period of lease,	Not Applicable
	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.	Not Applicable
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable
	the mortgagor is competent to create charge on such property?	Not Applicable
	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not Applicable
12.	If occupancy right, whether;	
	a) Such right is heritable and transferable,	Yes
	b) Mortgage can be created.	Yes
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed	Not Applicable



	including court permission to be obtained and the reasons for coming to such conclusion.	
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	
	a) The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	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?	Not Applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not Applicable
	f) Whether the Donee is in possession of the gifted property?	Not Applicable
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not Applicable
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
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.	Not Applicable
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable



	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.	Not Applicable
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
16.	Whether the title documents include any testamentary documents /wills?	
	a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	c) Whether the property is mutated on the basis of will?	Not Applicable
	d) Whether the original will is available?	Not Applicable
	e) Whether the original death certificate of the testator is available?	Not Applicable
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable
	g) (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all 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.)	Not Applicable
17.	a) Whether the property is subject to any wakf rights?	Not Applicable
	b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable



	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
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.	Not Applicable
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not Applicable
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
20.	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	Mortgage can be enforced on the Schedule Property
	b) In case of agricultural 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?	Additional documents to ensure validity of the title can be- <ul style="list-style-type: none"> - 7/12 Extracts in respect of the Schedule Property; - 8-A Extract in respect of the Schedule Property; - Land Revenue Tax Receipts; - Village Map & Block Plan (Gaon Nakasha)
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite	Permission of Revenue Authority is not required as it falls under the purview of section 63(1A) of Maharashtra Tenancy and Agricultural Act, 1948 and a detailed explanation of the same has been mentioned below in the Chain of Title.



	procedure followed/permission obtained?	
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural 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?	Not Applicable
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Not Applicable
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Not Applicable
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	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?	Not Applicable
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Not Applicable
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not Applicable



25.	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Yes, by way of 15 th point as mentioned under 3 (b) of e-Memorandum of Association dated 22.06.2023 of the Company, the Mortgagor is permitted to create charge/mortgage on all or any of property of the Company whether present or future or both.
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	Yes, the Property 2 is purchased from Kalmeshwar Warehouse Park Private Limited.
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	A search was carried online at the website of the Ministry of Corporate Affairs (MCA), (where the information relating to the public documents of companies has been digitized) for checking whether there are any charges or encumbrances created by Suprindustrial Park Private Limited on the Schedule Property. On perusal of the Official Website of Ministry of Corporate Affairs, we have not found any registered charges recorded in the records of the Registrar of Companies.
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? Yes / No.	No
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	Not Applicable
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
27.	a) Whether any POA is involved in the chain of title?	Yes
	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	Not Applicable



	it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	
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 POA) or (ii) other type of POA (Common POA).	Other type of POA (Common POA)
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.	Not Applicable
e)	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA- i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	<p>No, we have not been provided with original copy of POA to verify the same.</p> <p>Yes, the Power of Attorney dated 18.08.2023 registered as Document No. 4916/2023 in the office of Joint Sub-Registrar Class-2, Nagpur City No. 3, executed by Mrs. Priti wife of Sumit Goel in favor of Mrs. Parveen wife of Yashpal Seth.</p> <p>General Power of Attorney</p> <p>Yes, Mrs. Priti wife of Sumit Goel appointed as a constituted attorney to execute, sign, present and admit for Registration of Sale Deed, Conveyance/s or Deed of Correction/ Amendment, etc. in respect the 1/3rd undivided share and interest in respect of Property vide Power of Attorney dated 18.08.2023 registered as Document No. 4916/2023 in the office of Joint Sub-Registrar Class-2,</p>

		Nagpur City No. 3, executed by Mrs. Priti wife of Sumit Goel in favor of Mrs. Parveen wife of Yashpal Seth
	f) Whether the POA was in force and not revoked or had 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?)	No
	g) Please comment on the genuineness of POA?	Not Applicable
	h) The unequivocal opinion on the enforceability and validity of the POA.	Not Applicable
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.	Not Applicable
29.	<p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:</p> <p>a) Promoter's/Land owner's title to the land/ building;</p> <p>b) Development Agreement/Power of Attorney;</p> <p>c) Extent of authority of the Developer/builder;</p> <p>d) Independent title verification of the Land and/or building in question;</p> <p>e) Agreement for sale (duly registered);</p> <p>f) Payment of proper stamp duty;</p> <p>g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p>	<p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p>



	<p>h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>i) Conveyance in favour of Society/ Condominium concerned;</p> <p>j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>k) Membership details in the Society etc.;</p> <p>l) Share Certificates;</p> <p>m) No Objection Letter from the Society;</p> <p>n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p>
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third-Party claims, Liens etc. and details thereof.	Not Applicable
31.	The period covered under the Encumbrances Certificate and the	30 Years



	name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	NA Tax Challan for the year 2023-2024 bearing GRN No. MH015053959202324M and GRN No. MH015055305202324M issued by Tehsildar, Kalmeshwar, Revenue Department
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?	Not Applicable Not applicable as the Schedule Property is an agricultural land.
34.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Mutation dated 20.10.2023 for the Mutation Entry No. 1793 in respect of the Schedule Property
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes, <i>vide</i> Mutation Entry No. 1793
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 per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes Yes 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.	Not Applicable Not Applicable Not Applicable
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the	Not Provided



	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.	
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 are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Not Provided
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes, only if the Schedule Property is not being used for any sort of agricultural activities by the Borrower or his employees/agents/representatives or anyone acting on behalf of the Borrower.
	Property is SARFAESI compliant (Y/N)	Yes, only if the Schedule Property is not being used for any sort of agricultural activities by the Borrower or his employees/agents/representatives or anyone acting on behalf of the Borrower.
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 extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not Applicable
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.	Not Applicable

44.	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Not Applicable
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Borrower
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	Not Applicable
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not Applicable
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable
	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?	Not Applicable

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

Date: 23.05.2024

Place: Mumbai

For & on behalf of


Siddhartha Karnani
King Stubb & Kasiva
Advocates & Attorneys

Certificate of Title on the Basis of Certified copies of the Title Deeds

We have examined the Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of right, title and interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of **Equitable Mortgage** and we further certify that:

1. We have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-A and the other relevant factors.
2. We confirm having made a search in the Land/ Revenue records. We also confirm having verified and checked the records of the relevant Government Offices/Sub-Registrar(s) office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). We do not find anything adverse which would prevent the title holders from creating a valid Mortgage. We are liable /responsible, if any loss is caused to the Bank due to negligence on our part or by our agent in making search. However, under no circumstance shall the liability, if any, in any manner whatsoever, of King Stubb & Kasiva, its partners, associates or employees inter alia related to services provided in connection with the preparation of this title investigation report exceed the professional fees paid by our client, i.e., Suprindustrial Park Private Limited, in that behalf. Further, please note that the searches mentioned in this title report are limited to the searches in respect of the underlying land forming part of the Property and does not include any review or searches in respect of the leases/licenses executed by the Company in respect of the project/ units constructed over the Property.
3. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), we hereby certify the genuineness of the Title Deeds.
4. There are no prior Mortgage/ Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1995 to 2024 pertaining to the Immovable Property/(ies) covered by above said Title Deeds.
5. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank. – **Not Applicable**
6. Minor/(s) and his/their interest in the property/(ies) is to the extent of _____ (Specify the share of the Minor with Name). – **Not Applicable**
7. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower, Suprindustrial Park Private Limited.
8. We certify that Suprindustrial Park Private Limited, has / have an absolute, clear and Marketable title over the Schedule Property. We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.



9. 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. Photocopy of Certificate of Incorporation dated 22.06.2023 bearing CIN: U52109MH2023PTC405247 issued by Government of India in the name of Suprindustrial Park Private Limited;
- b. Photocopy of e-Memorandum of Association dated 22.06.2023 of Suprindustrial Park Private Limited;
- c. Photocopy of Altered e-Articles of Association dated 07.08.2023 of Suprindustrial Park Private Limited;
- d. Photocopy of Sale Deed dated 21.08.2023 registered as Document No. 1943/2023 in Book I, in the office of Sub-Registrar of Assurances, Kalmeshwar executed by (i) Ms. Arti Hora, (ii) Mrs. Priti Goel through its constituted attorney Mrs. Parveen wife of Yashpal Seth and (iii) Ms. Deepika Khera having Parveen Yashpal Seth alias Parveen Seth as the confirming party in favour of Suprindustrial Park Private Limited through its authorized signatory Ms. Mihika Shashikant Padalkar with respect to Property 1;
- e. Photocopy of Sale Deed dated 21.08.2023 registered as Document No. 1945/2023 in Book I, in the office of Sub-Registrar of Assurances, Kalmeshwar executed by Kalmeshwar Warehouse Park Private Limited in favour of Suprindustrial Park Private Limited through its authorized signatory Ms. Mihika Shashikant Padalkar with respect to the Property 2;
- f. Photocopy of Mutation dated 20.10.2023 for the Mutation Entry No. 1793 in respect of the Schedule Property;
- g. Photocopy of Survey Map dated 07.02.2024 bearing Outward No. 668 issued by Deputy Superintendent Land Records, Kalmeshwar with respect to Survey No. 258;
- h. Photocopy of Survey Map dated 07.02.2024 bearing Outward No. 669 issued by Deputy Superintendent Land Records, Kalmeshwar with respect to Survey No. 253/1/253/2/1;
- i. Photocopy of Survey Map dated 07.02.2024 bearing Outward No. 670 issued by Deputy Superintendent Land Records, Kalmeshwar with respect to Survey No. 248;
- j. Photocopy of Survey Map dated 07.02.2024 bearing Outward No. 672 issued by Deputy Superintendent Land Records, Kalmeshwar with respect to Survey No. 254;
- k. Photocopy of Survey Map dated 07.02.2024 bearing Outward No. 673 issued by Deputy Superintendent Land Records, Kalmeshwar with respect to Survey No. 256, 257, 259 & 260;
- l. Photocopy of Survey Map dated 07.02.2024 bearing Outward No. 674 issued by Deputy Superintendent Land Records, Kalmeshwar with respect to Survey No. 255;
- m. Photocopy of Survey Map dated 07.02.2024 issued by Deputy Superintendent Land Records, Kalmeshwar with respect to Survey No. 250, 261, 262, 264, 266, 390 & 391;
- n. Photocopy of latest Property Tax along with payment receipts thereof; and



- o. Photocopy of latest 7/12 extracts for the last 30 years along with the mutation's entries reflecting thereof for the Schedule Property.
- 10. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
- 11. It is certified the property is **SARFAESI** Compliant, **provided** the same is not being used for any sort of agricultural activities by the Borrower or his employees/agents/representatives or anyone acting on behalf of the Borrower.



SCHEDULE OF THE PROPERTY

1. All that piece and parcels of agricultural land totally admeasuring 20-56-00 (H-R-P) equivalent to 2,05,600 square meters situated at Village Selu, Taluka Kamleshwar, District Nagpur, Maharashtra and comprised in the following Survey Nos.-

Sr No	Survey Nos	Area (in H-R-P)	Area (in square meters)
13.	248/1	2-15-00	21,500
14.	248/2	2-36-00	23,600
15.	250	2-04-00	20,400
16.	253/1/253/2/1	1-05-00	10,500
17.	254/1	1-39-00	13,900
18.	259(part)	1-34-00 from and out of 2-66-00	13,400 from and out of total area of 26,600
19.	260(part)	1-35-00 from and out of 3-14-00	13,500 from and out of total area of 31,400
20.	261	1-74-00	17,400
21.	262	1-52-00	15,200
22.	264	2-50-00	25,000
23.	266	1-36-00	13,600
24.	391	1-76-00	17,600
Total		20-56-00	2,05,600

The aforesaid parcels of land are bounded as under:

South : Survey No. 260, 259, 254/1, 265, 7/1 of Ketapar;
 North : Pandhan;
 West : Survey No. 269, 273, 265, 290; and
 East : Road.

(Hereinafter for the sake of brevity referred to as the 'Property 1')

2. All that piece and parcel of land bearing Survey No. 390 measuring 24,500 square meters, situated at Village Selu, Taluka Kamleshwar, District Nagpur, Maharashtra and bounded as under:

South : Land of kh. Survey no. 264;
 North : Land of kh. Survey no. 294, 295, 296;
 West : Land of kh. Survey no. 391, 265; and
 East : Land of kh. Survey no. 248.

(Hereinafter for the sake of brevity referred to as the 'Property 2')

Property 1 and Property 2 are hereinafter collectively referred to the 'Schedule Property' for the sake of brevity and convenience.

Date: 23.05.2024

Place: Mumbai



For & on behalf of

Siddhartha Karnani
King Stubb & Kasiva
Advocates & Attorneys

Chain of Title

With respect to the Property 1-

1. Upon the perusal of the documents, we note that all the piece and parcel of agricultural land bearing Survey Nos. as mentioned below:

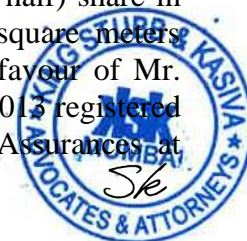
Survey No. 248/1 admeasuring 2 Hectare and 15 Ares equivalent to 21,500 square meters, Survey No. 261 admeasuring 1 Hectare and 74 Ares equivalent to 17,400 square meters, Survey No. 264 admeasuring 2 Hectare and 50 Ares equivalent to 25,000 square meters, Survey No. 266 admeasuring 1 Hectare and 36 Ares equivalent to 13,600 square meters, Survey No. 391 admeasuring 1 Hectare and 76 Ares equivalent to 17,600 square meters

situated in Village Selu, Taluka Kalmeshwar, District Nagpur originally belonged to Mrs. Uma Chandrakant Shah;

2. Thereafter, Mrs. Uma Chandrakant Shah through her constituted attorney Mr. Chandrakant Ratansi Shah conveyed Survey No. 248/1 admeasuring 2 Hectare and 15 Ares equivalent to 21,500 square meters and Survey No. 261 admeasuring 1 Hectare and 74 Ares equivalent to 17,400 square meters in favour of Mr. Mannu Seth Ajit Seth *vide* Sale Deed dated 25.04.1991 registered as Document No. 2267/1991, in Book I, in the Office of the Sub-Registrar of Assurances at Nagpur-1;
3. Thereafter, Mr. Mannu Seth son of Ajit Seth further conveyed Survey No. 248/1 admeasuring 2 Hectare and 15 Ares equivalent to 21,500 square meters and Survey No. 261 admeasuring 1 Hectare and 74 Ares equivalent to 17,400 square meters in favour of Mr. Yashpal Seth son of Late Mr. Vidyabhushan Seth *vide* Sale Deed dated 15.04.2013 registered as Document No. 877/2013, in Book I, in the Office of the Sub-Registrar of Assurances at Kalmeshwar;
4. Thereafter, Mrs. Uma Chandrakant Shah conveyed Survey No. 264 admeasuring 2 Hectare and 50 Ares equivalent to 25,000 square meters in favour of Mrs. Kaushalya Seth Vidyabhushan Seth *vide* Sale Deed dated 25.06.1991 registered as Document No. 3941/1991, in Book I, in the Office of the Sub-Registrar of Assurances at Nagpur-1;
5. Thereafter, Mrs. Kaushalya Seth Vidyabhushan Seth through her constituted attorney Mr. Yashpal Vidyabhushan Seth conveyed Survey No. 264 admeasuring 2 Hectare and 50 Ares equivalent to 25,000 square meters in favour of Mr. Yashpal Vidyabhushan Seth *vide* Sale Deed dated 08.10.1998 registered as Document No. 7754/1998, in Book I, in the Office of the Sub-Registrar of Assurances at Nagpur-11;
6. Thereafter, Mrs. Uma Chandrakant Shah through her constituted attorney Mr. Chandrakant Ratansi Shah conveyed Survey No. 266 admeasuring 1 Hectare and 36 Ares equivalent to 13,600 square meters and Survey No. 391 admeasuring 1 Hectare and 76 Ares equivalent to 17,600 square meters in favour of Mr. Yashpal Vidyabhushan Seth *vide* Sale Deed dated 25.04.1991 registered as Document No. 2157/1991, in Book I, in the Office of the Sub-Registrar of Assurances at Nagpur-1;



7. Thus, in the aforesaid manner, Mr. Yashpal Vidyabhushan Seth becomes the absolute, legal, beneficial and registered owner of Survey No. 248/1 admeasuring 2 Hectare and 15 Ares equivalent to 21,500 square meters, Survey No. 261 admeasuring 1 Hectare and 74 Ares equivalent to 17,400 square meters, Survey No. 264 admeasuring 2 Hectare and 50 Ares equivalent to 25,000 square meters, Survey No. 266 admeasuring 1 Hectare and 36 Ares equivalent to 13,600 square meters, Survey No. 391 admeasuring 1 Hectare and 76 Ares equivalent to 17,600 square meters;
8. On the perusal of documents provided for our review we note that, all the piece and parcel of agricultural land bearing Survey No. 248/2 admeasuring 2 Hectare and 36 Ares equivalent to 23,600 square meters and Survey No 262 admeasuring 1 Hectare and 52 Ares equivalent to 15,200 square meters, situated in Village Selu, Taluka Kalmeshwar, District Nagpur originally belonged to Minor Chandrashekhar Kisan Gaikwad;
9. Thereafter, Chandrashekhar Kisan Gaikwad being minor, represented through his father and natural guardian Mr. Kisan Manuba Gaikwad conveyed Survey No. 248/2 admeasuring 2 Hectare and 36 Ares equivalent to 23,600 square meters and Survey No 262 admeasuring 1 Hectare and 52 Ares equivalent to 15,200 square meters in favour of Mrs. Kaushalya Seth Vidyabhushan Seth *vide* Sale Deed dated 04.07.1991 registered as Document No. 3482/1991, in Book I, in the Office of the Sub-Registrar of Assurances at Nagpur-1;
10. Thereafter, Mrs. Kaushalya Seth Vidyabhushan Seth through her constituted attorney Mr. Yashpal Vidyabhushan Seth conveyed Survey No. 248/2 admeasuring 2 Hectare and 36 Ares equivalent to 23,600 square meters and Survey No 262 admeasuring 1 Hectare and 52 Ares equivalent to 15,200 square meters in favour of Mr. Yashpal Vidyabhushan Seth *vide* Sale Deed dated 08.10.1998 registered as Document No. 7756/1998, in Book I, in the Office of the Sub-Registrar of Assurances at Nagpur-11;
11. On the perusal of documents provided for our review we note that, all the piece and parcel of agricultural land bearing Survey No. 250 admeasuring 2 Hectare and 4 Ares equivalent to 20,400 square meters, situated in Village Selu, Taluka Kalmeshwar, District Nagpur originally belonged to Mr. Dilip Jayavantrao Bagade;
12. Thereafter, Mr. Dilip Jayavantrao Bagade conveyed Survey No. 250 admeasuring 2 Hectare and 4 Ares equivalent to 20,400 square meters in favour of Mr. Chandamal Mangilal Bundela *vide* Sale Deed dated 18.08.2000 registered as Document No. 674/2000, in Book I, in the Office of the Sub-Registrar of Assurances at Kalmeshwar;
13. Thereafter, Mr. Chandamal son of Mangilal Bundela conveyed Survey No. 250 admeasuring 2 Hectare and 4 Ares equivalent to 20,400 square meters in favour of Mr. Yashpal son of Vidyabhushan Seth and Mr. Mannu son of Ajit Seth *vide* Sale Deed dated 15.10.2007 registered as Document No. 2231/2007, in Book I, in the Office of the Sub-Registrar of Assurances at Kalmeshwar;
14. Thereafter, Mr. Mannu Seth son of Ajit Seth conveyed his undivided $\frac{1}{2}$ (one half) share in Survey No. 250 admeasuring 2 Hectare and 4 Ares equivalent to 20,400 square meters (corresponding to 1 Hectare 2 Ares equivalent to 10,200 square meters) in favour of Mr. Yashpal Seth son of Late Mr. Vidyabhushan Seth *vide* Sale Deed dated 15.04.2013 registered as Document No. 874/2013, in Book I, in the office of Sub-Registrar of Assurances at Kamaleshwar;



15. Thus, in the aforesaid manner, Mr. Yashpal Vidyabhushan Seth becomes the sole, exclusive and registered owner of Survey No. 248/1 admeasuring 2 Hectare and 15 Ares equivalent to 21,500 square meters, Survey No. 261 admeasuring 1 Hectare and 74 Ares equivalent to 17,400 square meters, Survey No. 264 admeasuring 2 Hectare and 50 Ares equivalent to 25,000 square meters, Survey No. 266 admeasuring 1 Hectare and 36 Ares equivalent to 13,600 square meters, Survey No. 391 admeasuring 1 Hectare and 76 Ares equivalent to 17,600 square meters, Survey No. 248/2 admeasuring 2 Hectare and 36 Ares equivalent to 23,600 square meters and Survey No 262 admeasuring 1 Hectare and 52 Ares equivalent to 15,200 square meters and Survey No. 250 admeasuring 2 Hectare and 4 Ares equivalent to 20,400 square meters (*hereinafter collectively referred to as “Group 1 Lands” for the sake of brevity and convinience*);
16. Subsequently, Mr. Yashpal Vidyabhushan Seth died on 26.03.2017 leaving behind his wife namely Mrs. Parveen Yashpal Seth as his only legal heir to inherit the properties owned by him.
17. Thereafter, Mrs. Parveen Yashpal Seth became the sole and exclusive owner of the Group 1 Lands *vide* the last Will dated 08.03.2016 registered as Document No. 1298/2016 in the office of Sub-Registrar of Assurances at Nagpur – 4 executed by Mr. Yash Pal Seth son of Mr. Vidyabhushan Seth and the same recorded under Mutation Entry No. 1575 of the revenue records.
18. On the perusal of documents provided for our review we note that, all the piece and parcel of agricultural land bearing Survey No. 253/1 admeasuring 0 Hectare and 63 Ares equivalent to 6,300 square meters, Survey No. 253/2 admeasuring 0 Hectare and 63 Ares equivalent to 6,300 square meters, Survey No. 254/1 admeasuring 1 Hectare and 39 Ares equivalent to 13,900 square meters, Survey No. 259 admeasuring 2 Hectare and 66 Ares equivalent to 26,600 square meters, and Survey No 260 admeasuring 3 Hectare and 14 Ares equivalent to 31,400 square meters, situated in Village Selu, Taluka Kalmeshwar, District Nagpur originally belonged to Mr. Chandan Chandrakant Shah;
19. Thereafter, Mr. Chandan Chandrakant Shah conveyed all the piece and parcel of Survey No. 253/1 admeasuring 0 Hectare and 63 Ares equivalent to 6,300 square meters, Survey No. 253/2 admeasuring 0 Hectare and 63 Ares equivalent to 6,300 square meters, Survey No. 254/1 admeasuring 1 Hectare and 39 Ares equivalent to 13,900 square meters, Survey No. 259 admeasuring 2 Hectare and 66 Ares equivalent to 26,600 square meters, and Survey No 260 admeasuring 3 Hectare and 14 Ares equivalent to 31,400 square meters in favour of Mrs. Parveen Yashpal Seth *vide* Sale Deed dated 30.04.1991 registered as Document No. 2379/1991, in Book I, in the Office of the Sub-Registrar of Assurances at Nagpur-1;
20. Subsequently, the land bearing Survey No. 253/1 and Survey No. 253/2 were consolidated and further subdivided and assigned with Survey No. 253/1/253/2/1 admeasuring 1 Hectare 5 Ares equivalent to 10,500 square meters and Survey No. 253/1/253/2/2 admeasuring 0 Hectare 21 Ares equivalent to 2,100 square meters *vide* Letter dated 31.08.2021 bearing Reference No. Land/Aakar Phod Patrak/2021/4461 issued by the Deputy Superintendent Land Records;
21. Thereafter, Survey No 253/1/253/2/2 was acquired by the Government of India for National Highway purposes and Survey No 253/1/253/2/1 was retained and continued under the ownership of the Mrs. Parveen Yashpal Seth;



22. Thus, all the piece and parcel of agricultural land bearing Survey No 253/1/253/2/1 admeasuring 1 Hectare 5 Ares equivalent to 10,500 square meters, Survey No. 254/1 admeasuring 1 Hectare and 39 Ares equivalent to 13,900 square meters, Survey No. 259 admeasuring 2 Hectare and 66 Ares equivalent to 26,600 square meters, and Survey No 260 admeasuring 3 Hectare and 14 Ares equivalent to 31,400 square meters, situated in Village Selu, Taluka Kalmeshwar, District Nagpur (*hereinafter referred to as the 'Group 2 Lands' for the sake of brevity*) was owned by Mrs. Parveen Yashpal Seth;
23. Thereafter, Mrs. Parveen wife of Yashpal Seth gifted Group 1 Lands and Group 2 Lands in favour of her daughters Ms. Arti Hora, Mrs. Priti Goel and Ms. Deepika Khera *vide* Gift Deed dated 01.02.2023 registered as Document No. 266/2023, in Book I, in the Office of the Sub-Registrar of Assurances at Kalmeshwar in favour of Ms. Arti wife of Inder Pal Hora, Mrs. Priti wife of Sumit Goel and Ms. Deepika wife of Nikhil Khera;
24. Subsequently, Mrs. Priti wife of Sumit Goel executed a General Power of Attorney in favour of Mrs. Parveen wife of Yashpal Seth authorizing her to act as a constituted attorney in order to execute, sign, present and admit for Registration of Sale Deed, Conveyance/s or Deed of Correction/ Amendment, etc. in respect the 1/3rd undivided share and interest in respect of Property 1 *vide* Power of Attorney dated 18.08.2023 registered as Document No. 4916/2023 in the office of Joint Sub-Registrar Class-2, Nagpur City No. 3.
25. Thereafter, Ms. Arti Hora, Mrs. Priti Goel through her constituted attorney Mrs. Parveen wife of Yashpal Seth and Ms. Deepika Khera conveyed all the piece and parcel of Group 1 Lands and Group 2 Lands, (*hereinafter collectively referred to as the 'Property 1' for the sake of brevity*), having Parveen Yashpal Seth alias Parveen Seth as the confirming party, in favour of Suprindustrial Park Private Limited through its authorized signatory Ms. Mihika Shashikant Padalkar as Purchaser therein *vide* Sale Deed dated 21.08.2023, registered as Document No. 1943/2023 in Book I, in the office of Sub-Registrar of Assurances, Kalmeshwar.

With respect to the Property 2-

26. On the perusal of documents provided for our review we note that, all the piece and parcel of agricultural land bearing Survey No. 390 admeasuring 2 Hectare and 45 Ares equivalent to 24,500 square meters, situated in Village Selu, Taluka Kalmeshwar, District Nagpur (*hereinafter referred to as the 'Property 2' for the sake of brevity*) originally belonged to Mr. Shiva Kashinath Rewade;
27. Subsequently, Mr. Shiva Kashinath Rewade died in the year 1998, leaving behind Mr. Khemraj Shiva Rewade as his only legal heir to succeed his estate as per the personal of inheritance governing him.
28. Thereafter, Mr. Khemraj Shiva Rewade conveyed Property 2 in favour of Mr. Prabhakar Khemraj Rewade *vide* Sale Deed dated 08.05.2009 registered as Document No. 611/2009 in Book I, in the office of Sub-Registrar of Assurances at Kalmeshwar;
29. Thereafter, Mr. Prabhakar Khemraj Rewade conveyed Property 2 with consent of Mr. Roshan Prabhakar Rewade, Mr. Chetan Prabhakar Rewade and Mrs. Puja Pramod Bhoyar, in favour of



of Kalmeshwar Warehouse Park Private Limited *vide* Sale Deed dated 27.03.2023 registered as Document No. 641/2023, in the office of Sub-Registrar of Assurances at Kalmeshwar;

30. Subsequently, an application was made by Kalmeshwar Warehouse Park Private Limited to the Collector, Nagpur for the conversion of the Property 2 from agricultural to non-agricultural industrial purpose and the same was permitted by the Collector, Nagpur *vide* Order dated 14.08.2023 bearing Reference No. Ra.ma.kra.11/ N.A.A. - 48/2022-2023;
31. Thereafter, Kalmeshwar Warehouse Park Private Limited conveyed Property 2 in favour of Suprindustrial Park Private Limited through its authorized signatory Ms. Mihika Shashikant Padalkar *vide* Sale Deed dated 21.08.2023, registered as Document No. 1945/2023 in Book I, in the office of Sub-Registrar of Assurances, Kalmeshwar;
32. Thus, in the aforesaid manner, Suprindustrial Park Private Limited becomes the sole, exclusive and registered owner of all that piece and parcel of Property 1 and Property 2 i.e. Schedule Property and the same recorded under Mutation Entry No. 1793 of the revenue records.

Schedule Property Conversion-

33. Subsequently, it is pertinent to note here that as per section 63-1A of Maharashtra Tenancy and Agricultural Act, 1948 – Transfer to non- agriculturists for bona-fide industrial use –
 - *Notwithstanding anything contained in section 63, it shall be lawful for a person to sell land, without permission of the Collector, to any person who is or is not an agriculturist and who intends to convert the same to a bona fide industrial use [or for Integrated Township Projects, as the case may be,] where such land is located within,-*
 - *[(i) the agricultural zone of a draft or final Regional Plan or draft or final Town Planning Scheme, as the case may be, prepared under the Maharashtra Regional and Town Planning Act, 1966 or any other law for the time being in force, and plans or schemes and the development control regulations or rules framed under such Act or any of such laws for the time being in force permit industrial use of land; or]*
 - *(ii) the area where no such plan or scheme as aforesaid exists [or] :*
 - *[(iii) the area taken over by a private developer for development [of an Integrated Township Project]*
 - *[Provided that, where such purchase of land is for bona fide industrial use, it shall be subject to the condition that such land shall be put to bonafide industrial use within a period of five years from the date of purchase:*
 - *Provided further that, after the expiry of the aforesaid period of five years, an extension of time not exceeding further five years may be granted by the Collector on payment of non-utilization charges at the rate of two per cent. of the market value of such land per annum, where such market value is calculated as per the Annual Statement or Rates published under the Bombay Stamp (Determination of True Market Value of Property) Rules, 1995, as applicable on the date of grant of such extension of time.*
 - *Provided also that, if the purchaser fails to put the land to bona fide industrial use within a period of five years or, where non-utilization charges as aforesaid have been paid, within a total period of ten years, then the Collector shall resume such land after giving one month's notice to the said defaulting purchaser, and the land so resumed*



by the Collector shall vest in the Government, free from all encumbrances, and shall first be offered to the original land holder by way of grant, on the same tenure on which it was initially held by such land holder before its sale for such bona fide industrial use and at the same price at which it had been sold by the original land holder for such bona fide industrial use



Guidance Note for the Advocate who does verification of the Genuineness of Title Documents

Vigilant and meticulous examination of the documents, keeping in mind the nature and features of each document and comparison with the official records such as details available with the office of sub-registrar or in certified copies are helpful in ensuring the genuineness of the documents. Based on the past experience we have listed below suspicious circumstances which would be helpful in verifying the genuineness of the documents of title by the advocates and would serve as a guiding note. Circles may circulate additional points based on their experience.

- (a) Non-availability of a certified or scanned certified copy should be treated as suspicious circumstance.
- (b) CD numbers mentioned in the document and available with the office with which the document was registered, do not match.
- (c) Signatures of the Sub-registrar do not match.
- (d) The thumb impressions or signatures of the vendors and vendee do not match.
- (e) Printed photo of the vendor appears on the title deeds instead of original photograph.
- (f) Entire consideration stated in the document is paid in cash.
- (g) Compare the serial number of the deed with the deed number as the serial number of the deed is numerically larger than the deed number. In forged/fabricated/ fake documents the serial number of the deed is sometimes numerically smaller or equal than the deed number. These numbers would normally appear on the first page of the registered date.
- (h) On the page which is usually backside of the first page the presentation and execution portion of the deed appears. The presentation portion is always written by an office clerk of the Registering Official whereas the execution portion is written by the registry office. In fake /fabricated /forged document the presentation and execution portion are mostly in the handwriting of the same person.
- (i) On the bottom portion of the back side of the first page of the registered deed, a serial number is mentioned, next to the L.T.I. of the executant. This serial number should be tallied with the register. In fake deeds the serial number will not tally with serial number given in the "thumb register" of registry office.
- (j) On every non-judicial stamp paper of the registered deed there are two seals. One seal is that of the local treasury and the other is that of the registry office. On the seal of registry office, lies the signature of the registering authority. In fake/fabricated/forged deeds there are at times two signatures of the registering authority.
- (k) On the last page of the registered deed there has to be two seals of the registry office along with single signature of Registering Officer (R.O.). If there is only one seal or more signatures of the registering authority the registered deed could be a fabricated one.
- (l) The back portion of the last page of the registered deed bears endorsement portion of the deed. This lies normally at the bottom of the page. The endorsement portion mentions the deed number, page number, Zild number. and registration date i.e. the date on which the deed was copied in the volume register. The entry of the endorsement portion and the volume register has to be made by the same office clerk in the same language, same handwriting and same ink pen. This endorsement portion also bears the signature of the registering authority, who also makes single signature in the volume register. If hand writing, language, signature and ink colour of the endorsement portion of the registered deed differs from the entry made in volume register, then the deed is most likely to be forged.
- (m) Whenever colour photocopying is used to create fake set of documents of title, the edges of the papers in the colour photocopies will have a different colour. This can be observed by a close examination of the documents.



- (n) If the documents are fake/forged, the watermark which appears on the general stamp papers may not appear on the fake documents though in certain cases it has been observed that the watermark is also present in the fake/counterfeit documents.
- (o) The serial number appearing on the stamp paper can be cross checked with the stamp office/stamp vendor to determine the fake or genuine nature of the stamp paper.
- (p) Submission of the original receipts evidencing payment of appropriate stamp duty as well as registration fees should be insisted upon. Normally, in case of multiple copies of title deeds, verification of appropriate payment of stamp duty after submission of original receipts with stamp office/vendor may help in detection of the fake/counterfeit nature of the documents of title.
- (q) As per the provisions of the Indian Registration Act, the Document Number/Registration Number would begin at No.1 on 1st January each year and would serially end on 31st December of that year. Therefore, if the document is registered on 3rd January of any year, the Document Number/Registration Number will be comparatively less and it would progress serially as the year progresses, depending upon the volume of transactions in the particular office of the Sub-registrar / District Registrar / Registrar, as the case may be. This can be a guiding factor for determining whether or not a document is genuine.
- (r) Normally, a practice is followed by the Registration office that each volume would contain about 200 pages. Therefore, if a title deed comprises of six pages and the first page of this title deed is posted on or given page No.9 of Volume No.II, the said document shall end on page 14 of that volume. Once, 200 pages are complete, the volume number generally changes to the next one of that particular year. Therefore, if the volume number of a title deed is 576 in June 2012, it shall automatically increase in October 2012 and may be 1100, depending upon the volume of transactions registered in that particular office of the Sub-registrar/District Registrar/Registrar. Hence, normally page number of a title deed cannot be more than 200 in number.
- (s) Entries of book Nos. I, III and IV are always different.

