

Dated 30.4.2014

TITLE INVESTIGATION REPORT (TIR)

Name of the Branch	State Bank of Bikaner & Jaipur Zonal Shastri Nagar, Jodhpur
Name of the Borrower	M/s Pradeep & Company.
Name of the Mortgagor	Shri Gokal Chand Rathi & Ors.
Name of the Advocate :	LAKSHMI VYAS
Address/Tel. No.	(M) 98293-05476
Name and address of the person who handed over the papers to the Advocates for issuing the TIR	SBBJ, SME Branch, Zonal Office, Shastri Nagar, Jodhpur.

01 Description of the documents verified/scrutinized :

- 01- Photo Copy Mutation no. 1675 in the name of M/s Pradeep & Company.
- 02- Photo Copy Order issued by JDA, Jodhpur for conversation land on 15.04.2013.
- 03- Photo copy Permission Letter issued by Nagariya Vikash Department on 30.04.2013.
- 04- Original Patta Vilekh issued by Jodhpur Development Authority, Jodhpur in favour of M/s Pradeep & Company through Shri Gokal Chand Rathi & Ors. through patta no 04456 which was duly registered before S.R. (First) Jodhpur on 06.06.2013 Book No. 1, Zild No. 604, Page No. 167, S.No. 2013007580.

- 02- That the said documents placed before me are genuine. I have verified and tallied these documents from the records of the office of the Registrar and/or from the records of appropriate authorities.

03- *Full/correct description of the property :-

Immovable property measuring 25447.12 Sq. Yards situated at Kh. No. 775/69, 1287/775, 775/63, 1282/775, 1280/775, 1284/775 and 1285/775 Village Jodhpur with the following boundaries :-

NORTH : Houses
SOUTH : Houses
EAST : Road
WEST : Other Land

04 Description of the chain of title from the mother deed to the latest title deed:-

From the careful examination of the above documents. It reveals that the aforesaid property was belonging to **M/s Pradeep & Company**. Present owner of relevant property and has right to create charge over the said property in the form of equitable mortgage.

- 05 The links in the title history of last 13/30 years of chain of title have been properly established. All the transactions have been duly verified from the relevant records of the Registrar, Municipal Corporation, city Survey, Town and Planning, and Revenue Department (Reproduced and refer relevant record as may be required for explaining the links in the chain in the Title history).

AS ABOVE.

- 06 As one/some of the transaction(s) are oral transaction(s) specify the transaction such as oral partition, family settlement, etc

Hence, a document in the form of duly sworn affidavit before the judicial magistrate/Notary public, constraining no objection and affirming the existence of such oral transaction amongst/between the parties, has also been obtained from each of the party to such transaction and such transaction(s) is/are duly supported by the relevant records of Municipality/City Survey/ Revenue etc.

N.A.

- 07 Describe the Nature of Tenure (Absolute Ownership/ Lease hold rights. Government owned/acquired or an other Tenure to be mentioned in detail.

LEASE HOLD RIGHTS.

- 08 If the property is a leasehold property.

YES

- (a) Whether the lease deed has been registered as required under the law.

YES.

- (b) Residual period of lease deed.

N.A.

- (c) Whether there are any prejudicial clauses or restrictive covenants in the lease deed which is likely to affect the lease hold interest offered as security.

NO.

- (d) Whether the consent/permission from the lessor is obtained /available for creating the mortgage.

YES.

- (e) Whether the property is granted under Government grant or any other grant, please specify.

NO.

- (f) What are the conditions of grant.

NO.

- (g) Whether any adverse conditions in the grant to be mentioned in detail.

NO.

- 09 If the borrower/guarantor/mortgagor has only a occupancy right, please comment on the safeguards to be taken by the bank.

M/s Pradeep & Company.

- 10 Whether the local laws in the case of Govt. owned/acquired land permit the Occupancy rights.

N.A.

- 11 Whether occupancy right is heritable and assignable.

N.A.

- 12 Whether consent of the Govt. is required and if is so, whether the same has been obtained.

NO.

- 13 If the Borrower/Guarantor/mortgagor has only a possessor right, please comments on the nature of such right, the validity thereof and also the precautions to be taken by the bank.

NO.

- 14 Please state the name of the person who has primary and or absolute title in such case and consent or permission of such person is necessary.

M/s Pradeep & Company is owner of the property and entitled to create equitable mortgage by depositing the original title deed with the Bank for creation of charge.

- 15 Please state in what manner it would effect the interest of the bank as a mortgage.

Bank interest will not effected as the owner is mortgagor.

16 Mention if any minor's interest is involved.

NO.

17 If so, whether court permission (except in case of HUF property) has been obtained for offering the property as security or is yet to be obtained.

N.A.

18 Please specify the undivided share of the minor (whether there is a claim or not)

NO CLAIM.

19 Whether the person is holding the property in the capacity of a mortgage.

OWNER

20 State whether the possession of the property offered as security is in unhindered/undisturbed possession of such mortgage and the period for which he is in such possession:-

The Property is in possession of M/s Pradeep & Company.

21 Are there any restrictive conditions in the mortgage deed.

No.

22 The period covered under the Encumbrance certificate and the encumbrances (if any, reflected therein).

No.

23 Name of the person who has applied for the encumbrance certificate :-

M/s Pradeep & Company

24 Whether searches had been conducted physically at the office of the :-

(i) Sub Registrar Office Municipal/Collector/Taluka or such other Revenue Office :- S.R. Jodhpur

(ii) Registrar of companies :- **N.A.**

(iii) Civil/High Court in the LISPWENDES REGISTER :- **N.A.**

(iv) Local Development Authority such as Jaipur/Jodhpur Authority etc. :- **N.A.**

(v) Village Accountant In the Dispute Register in respect of Agricultural property :- **N.A.**

(vi) When mutated in the name of the person creating mortgage:- **N.A.**

(vii) Whether the property has been notified for acquisition by the Govt. De. Authority or any other Govt. Authority :- **No.**

(viii) If so, whether search has been conducted with the Village Accountant/Chavidi Register/Register of Acquisitions :

No.

(ix) Whether the holding/acquisition is in accordance with the provisions of the land Reform Act.

N.A.

(x) Please state the nature of any intervening charges or encumbrances observed/found against the property.

No.

(xi) Whether the searches had been conducted for 13 or 30 years. Please produce the search receipts and other document in respect thereof.

30 Years search has been conducted.

(xii) Whether the property is subject matter of any litigation and if so, the detail thereof.

No.

25 Whether Urban Land Ceiling Clearance is required to be obtained for creating the mortgage. If the clearance has been obtained the details thereof be furnished.

For Fifth Planet Developers

Vinay Rath
Partner

PR

Not Required.

26. Whether No Objection Certificate under the Income Tax Act 1961 is to be obtained. If yes, the reference number be mentioned.
N.A.
27. Whether the property is affected by any Local Laws (Viz Agricultural Laws, Weaker sections, Minorities land laws etc.)
No.
- (b) Whether any permission is required to be obtained from any Authorities.
No.
1. If so, whether any such permission has been obtained and the details thereof be mentioned.
N.A.
28. Whether permission for conversion of land/s from Agricultural to residential or commercial is to be obtained. Please mention the reference of the proceedings.
N.A.
29. Whether local revenue extracts, mutation extracts are available? If so, whether verification at Taluka Office has been made please furnish the details.
N.A.
30. In the case of partition/settlement deeds, whether the original deeds is available for deposit. If it is oral partition can be relied upon the details of the precaution, if any to be followed.
N.A.
- (a) Whether the deeds are registered.
N.A.
- (b) Name of the person who is holding the original partition deed.
N.A.
1. How many sets or partition deed have been prepared.
N.A.
- (d) Whether mutation has been made pursuant to the partition and whether all parties to the partition are in the possession and enjoyment of their possession and enjoyment of their respective shares.
N.A.
31. Whether all the members of the family are parties to the partition (including the female members both married and unmarried).
N.A.
- (f) Whether the partition effected is under Litigation and if so the details thereof.
N.A.
- (g) Whether the partition effected is in respect of the self acquired or ancestral property.
N.A.
31. If the mortgage is to be created by an Agent under a power of attorney please state.
N.A.
- (a) Whether the deed of power of attorney is valid and subsisting and continues to be in force.
N.A.
- (b) Name of the place where the same is executed.
N.A.
1. If executed in a foreign country whether the same is stamped after it has been brought to country.
N.A.

For Fifth Planet Developers

Vinay Rath
Partner

8/2

- (d) Whether it bears the endorsement of the Indian consulate or notary of the country.

N.A.

- (e) Whether the power of attorney is property registered or attested, wherever required and whether it gives the specific authority for the acts performed or professed to be performed by such attorney.

N.A.

- 32 Whether the deed of power of attorney authorizes the agent to deposit the title deeds for the specific purpose of creation of equitable mortgage.

N.A.

- 33 Please advice other precautions to taken.

N.A.

- (a) In the case of partnership firm, whether the property belongs to the firm.

YES.

- (b) Whether the title deed stands in the name of the firm.

YES.

- 1 Whether registered.

YES.

- (d) Whether any restrictions are stipulated in the partnership deed in dealing with the property by any partner.

NO.

- (e) Whether the property belongs to any individual partner in his individual capacity.

NO.

- 34 Whether up to date land revenue/municipal taxes and other cess has been paid.

N.A.

- 35 in case of devolution of property by way of a Will, the safeguard taken to ensure against impeachment of title offered as security be mentioned.

N.A..

- (a) If the Will is a documents, please state whether the same is probated ?

N.A.

- (b) Whether any letters of Administration has been obtained in case the person died intestate.

N.A.

- 36 Whether the property belongs to a limited company please state whether the property has been acquired subject to an existing charge b. Whether the company has filed necessary particulars of charge under sec. 135 of the companies Act 1956 and passed necessary Resolution in that regard.

N.A.

- (a) Whether any restrictions operate against the company in creating mortgage.

N.A.

- (b) Whether the company has leasehold interest in the property or is an absolute owner.

N.A.

- 37 The property in question is held/owned/allotted (as the case may be) by the company. The company has produced relevant record please refer and describe the specific record such as Register of Charge maintained under Section 143 of the companies act, 1956, minute book maintained under section 193 of the Act, Register of Managing Director, Manager Secretary and Directions

under Section 303 of the Act, Register of documents sealed etc)
The said records are in conformity with the relevant provisions of
the companies Act, 1956 and the other relevant laws/parties.
There is nothing prejudicial of the interest of the Bank.

N.A.

- 38 I have also visited the officer of the Registrar of the Companies,
within whose officer, the said Company has been registered, and
has creation of the charges created by the Company and other
interest persons, as prescribed under part V (Registration of
Charges) of the Companies Act, 1956. The said Inspection reveals
the following charges.

N.A.

- 39 The "Agreement for Sale" "Agreement for the building
construction" is in conformity with the local laws (particularly
relating the laws for purchase of flats etc.) and there is nothing
prejudicial to the interest of purchaser (borrower) and the bank.
All necessary parties have been joined in it.

N.A.

- 40 Whether equitable mortgage is possible on the strength of the
title deeds mentioned above.

Yes.

- (a) If so, the list of documents to be deposited for purpose.

As per S.No. 1

- (b) The person who is required to deposit the title deeds with the
bank be mentioned.

M/s Pradeep & Company

- 41- What is status of Gene logical Tree.

N.A.

- 42 Whether the same has been issued by the Tehesildar or any
other Competent Authority.

N.A.

- 43 In case of a flat/apartment, whether the Agreement of sale, deed
of apartment and declaration is registered with the Competent
Authority.

N.A.

- 44 Any other requirement to be followed or complied with.

N.A.

- 45 Advocates final comment/view in details be mentioned.

I have examined all the above aspects and find that the
mortgagor have a clear and marketable title over the property is
question and that by deposit of the aforesaid deeds by the mortgagor
with the bank, a valid mortgage would be created.

That the title of property in question is legal and marketable free
from any anomalies and the Bank can accept such property is mortgage
as good enforceable security.

Receipt No. :-

- 01 Receipt No. 2014008436 dtd. 23.04.2014 S.R. (Second) Jodhpur
02 Receipt No. 2014004773 dtd. 23.04.2014 S R (First) Jodhpur

Place Jodhpur

Date 30-4-2014

(Lakshmi Vyas)
Advocate

For Fifth Planet Developers

Vinay Rath
Partner

Smt. Lakshmi Vyas

Old Chamber No. 12,

Advocate : Rajasthan High Court, Jodhpur.

Office & Resl. :

R-2/8, RSEB Colony, Near Shastri Circle,

Jodhpur (Raj.)

7 Mobile No. 98293-05476, 0291-2620410 (O)

DOCUMENTS TO BE COLLECTED

- 01- Photo Copy Mutation no. 1675 in the name of M/s Pradeep & Company.
- 02- Photo Copy Order issued by JDA, Jodhpur for conversation land on 15.04.2013.
- 03- Photo copy Permission Letter issued by Nagariya Vikash Department on 30.04.2013.
- 04- Original Patta Vilekh issued by Jodhpur Development Authority, Jodhpur in favour of M/s Pradeep & Company through Shri Gokal Chand Rana & Ors. through patta no. 04456 which was duly registered before S.R. (First) Jodhpur on 06.06.2013 Book No. 1, Zild No. 604, Page No. 167, S.No. 2013007580.

Pm

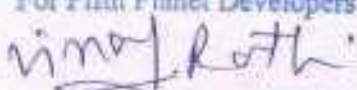
For Fifth Planet Developers

Vinay Rath
Partner

J.	Interest in case of default	Additional interest @ 30% p.a. payable at monthly rests will be charged on the overdue amount of PEMI / EMI. In case of occurrence of Events of Default, DHFL may at its sole discretion charge interest on the entire principal loan balance @ 30% p.a. payable at monthly rests.																				
K.	Primary Security	1. Exclusive charge by way of registered mortgage of land admeasuring total 2,29,019 sq. ft. bearing Khasra No. 1287/775, 1282/775, 1284/775, 1285/775, 775/69, 775/63, located at Shobhawato Ki Dhani, Khema Ka Kunwa, AIIMS Road, Jodhpur, Rajasthan containing the project "Victorian Palace", along with present and future unsold construction thereon. 2. Exclusive charge by way of hypothecation on the receivables arising from 'present and future', 'sold and unsold' area of the project " Victorian Palace " as per Annexure I .																				
L.	Personal Guarantee	Irrevocable personal guarantees of : <table><tr><th>Sr. No</th><th>Name</th><th>Sr. No</th><th>Name</th></tr><tr><td>1</td><td>Mr. Satya Narayan Rathi</td><td>2</td><td>Mr. Vimal Kishore Rathi</td></tr><tr><td>3</td><td>Mr. Kamal Kishore Rathi</td><td>4</td><td>Mrs. Mangi Devi Rathi</td></tr><tr><td>5</td><td>Mrs. Sumitra Devi Rathi</td><td>6</td><td>Mrs. Sanju Devi Rathi</td></tr><tr><td>7</td><td>Mrs. Babita Devi Rathi</td><td></td><td></td></tr></table>	Sr. No	Name	Sr. No	Name	1	Mr. Satya Narayan Rathi	2	Mr. Vimal Kishore Rathi	3	Mr. Kamal Kishore Rathi	4	Mrs. Mangi Devi Rathi	5	Mrs. Sumitra Devi Rathi	6	Mrs. Sanju Devi Rathi	7	Mrs. Babita Devi Rathi		
Sr. No	Name	Sr. No	Name																			
1	Mr. Satya Narayan Rathi	2	Mr. Vimal Kishore Rathi																			
3	Mr. Kamal Kishore Rathi	4	Mrs. Mangi Devi Rathi																			
5	Mrs. Sumitra Devi Rathi	6	Mrs. Sanju Devi Rathi																			
7	Mrs. Babita Devi Rathi																					



Mrs. Mangi Rathi Mr. Sattu Rathi Mrs. Sanju Rathi Mr. Vimal Rathi Mr. Vimal Rathi Mr. Sattu Rathi

 For Fifth Planet Developers


 For Fifth Planet Developers


Mrs. Babita Rathi Mrs. Mangi Rathi Mr. Kamal Rathi Mrs. Sumitra Rathi Mrs. Sumitra Rathi

Dewan Housing Finance Corporation Ltd.

Corporate Identification Number (CIN) : L26200MH1994PLC000000

National Office: 406, Towers, 8th Floor, Chhatrapati Shivaji Maharaj, Station Road, Sanda's (East), Mumbai - 400 001

Regd. Office: Warden House, 2nd Floor, Sir P. M. Road, Fort, Mumbai - 400 001

Tel: (022) 7158 3333 / 2668 3333

Toll Free No.: 1800 22 3435

Customer Care No.: (0124) 4092750

Email: response@dhfl.com

Visit us at: www.dhfl.com

Mrs. Vimal Rathi Mr. Sattu Rathi Mrs. Babita Rathi Mr. Kamal Rathi Mrs. Mangi Rathi