**Requisitions on the Vendors Title to the Property**

Re.: Sale of Property known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_situate at

(Give detailed description of the property)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Vendors

 To,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Purchasers

**PREFATORY NOTE:**

The following requisitions are made on the title as appearing from the documents and title deeds produced by the Vendors and searches so far taken. They are made without prejudice to the Purchasers right to make any other or further requisitions, whether arising from the documents already produced or otherwise, or from inspection of any deeds, papers or judicial proceedings not up to now produced or from searches that may hereafter be taken at the Sub-Registry, Courts, Collector’s and other Government Offices or elsewhere, or from answers to these requisitions, and the right to withdraw or amend or to
make such further or other or additional requisitions is hereby expressly reserved.

**PURCHASERS’ REQUISITIONS ON VENDOR’S TITLE TO THE PROPERTY**

(**NOTE:** First formulate special requisitions on title to the property)

1. (a) Produce the following documents for our inspection :—

 (b) State why the said documents were not produced to us for inspection along with other title deeds.

 (c) State with whom the said documents are at present giving full names and addresses of the persons in whose possession the said original title deeds are at present.

 (d) State the reason why the said documents are in possession of persons other than the Vendors.

 (e) Whether earlier title deeds of consideration over Rs. 100 reduced to writing are duly stamped and registered or not (If not, how the Vendor proposes to rectify such defect).

2. Give the list of original documents as also certified copies which will be handed over to the purchasers on completion of sale.

3. Specify the documents (being common to the property agreed to be sold and other property, if any, of the Vendors) in respect of which the Vendors will enter into usual covenants with the Purchasers for safe custody, production, furnishing of copies or abstracts, or extracts, etc.

4. (a) What is the tenure of land agreed to be sold? Whether the property is transferable and heritable.

 (b) What are the rights and privileges as also the liabilities and obligations of the said tenure.

5. (a) Is the property agreed to be sold fenced by boundary walls, fences and hedges and/or otherwise?

 (b) State to whom such Boundary walls, fences or hedges belong.

 (c) If such walls, fences or hedges are owned or held by the Vendors jointly with the neighboring Owners, please give particulars of the terms and conditions on which the same are jointly owned or held, specifically mentioning the terms regarding repair, maintenance and ownership thereof. Adduce evidence in support of your answer, producing any agreement or writing in that behalf.

6. State whether the rent payable under the Indenture of Lease dated \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ has been paid up to date. If it has been so paid, please produce the receipt in respect of the last payment.

7. State whether all the terms and conditions and the covenants to be observed and performed by the Lessee contained in the said Indenture of Lease have been duly observed and performed up-to-date.

8. State whether the terms of the Agreement relating to the Right of Way dated \_\_\_\_\_\_\_ have been duly observed and performed up-to-date.

9. State whether terms and conditions and the covenants of the License and/or Deed of Covenant dated \_\_\_\_\_\_\_\_\_\_ have been duly observed and performed.

10. State whether the said Indenture of Lease/License is still valid subsisting and in force.

11. Please state whether anybody interested in the property agreed to be sold has died.

(a) If so, please state where and when such person died and produce his/her official Certificate of death.

(b) Please state whether such person died intestate or leaving a Will. If such person left a Will, please state who are its executors and whether they have obtained Probate thereof. If such person died intestate, have Letters of Administration to the estate of the deceased been obtained. If legal representation to the estate of the deceased has not been obtained, state the reason therefore. In absence thereof there is defect in title. State how the Vendor proposes to cure the defect.

12. In what capacity are the Vendors selling the property agreed to be sold?

13. Are the Vendors members of a Joint and Undivided Hindu Family? If so, they are required to furnish the following particulars:-

(a) State the names of all persons who are, or have been members of the joint and undivided Hindu family (including females) by way of pedigree, giving their respective ages, and stating who are majors and who are minors at the present date. In case of female members, please give their respective relationship with the Vendors.

(b) Have the Vendors any brothers, uncles, sons or other relatives living with them? If the Vendors claim that they are not joint with any such relative, state the grounds of such claim.

(c) Has any member of the Joint and undivided Hindu family died on or before the 14th April 1937 and
17th June 1956 leaving a widow? If so, state the names of such deceased members and his widow.

(d) Did any member of the joint and undivided Hindu family professing Hindu, Buddhist, Jain or Sikh religion marry under the Special Marriage Act, III of 1872 as amended by Act XXI of 1923? If so, when and what was the share given to him out of the Joint and Undivided Hindu family properties? Produce relevant documents in support of the reply.

(e) Has any member of joint and undivided Hindu family ever separated either by operation of law, or by agreement, or under a decree of a Court, or otherwise? If so, please give full particulars and produce relevant documents.

(f) If the wife of any male member of the Joint and Undivided Hindu Family, or the widow of a deceased co-parcener, enceinte?

(g) Did any adoption take place in the joint and undivided Hindu Family, or is any contemplated? If so, when and by whom?

(h) Is there any valid legal necessity for or benefit to the Joint and Undivided Hindu Family estate in selling the property? If so, state in detail how the necessity arose or the nature of the benefit to the estate and satisfy the purchasers that the alienation is proper
and legal.

(i) Are there any widows or other female members of the said joint and Undivided Hindu Family who are in any way entitled to maintenance or marriage expenses or other right. If so, give full particulars and state how the Vendors propose to get the property released from their claims? Will they join in the Deed of Conveyance or Assignment?

(j) Will all the adult members of the Joint and Undivided Hindu Family join the Deed of Conveyance or Assignment of the property in favor of the Purchasers?

(k) Confirm that, in the event of there being minors, the Vendors will obtain or cause to be obtained from a Court of Competent jurisdiction an order appointing someone legal guardian of the Minors’ interest in the property agreed to be sold with authority to execute the Deed of Conveyance or Assignment or other necessary documents on behalf of the minors.

(l) The Purchasers will require a Declaration to be made by the Vendors, jointly with some independent responsible and respectable person fully acquainted with the family of the Vendors for a considerable number of years, setting out the constitution of the family of which the Vendors are members at different material dates. The said Declaration should also clearly state how the necessity for the sale of the property by the Vendors has arisen and the nature of the benefit to the joint and undivided Hindu Family estate by such sale and how the proposed alienation is proper and legal.

14. If the Vendors claim that they are not members of a joint and undivided Hindu Family or co-parceners and that the property agreed to be sold was purchased by them out of their self acquired moneys, they are required to produce satisfactory evidence in support of that claim.

15. State if there are any dependents of the Vendors according to Hindu Law interested in the property agreed to
be sold.

16. State the source of the money with which the property agreed to be sold was purchased by the Vendors.

17. Whether the Vendor is competent and/or authorised to transfer the property.

18. Are the Vendors aware of any other person or persons interested or claiming or having claimed to be interested in the property in any way, and, if so, in what capacity? What is the nature and extent of his or their interest and in what capacity?

19. If the Vendor is a limited company, state:—

(a) Whether proper resolutions are passed for sale of the property and the persons executing the document have valid authority to do so.

(b) Whether any winding up petition against the Company are pending, if yes, whether the sanction of the Court will be obtained.

20. If the vendor is a partnership firm, state:—

(a) The names and addresses of all the partners.

(b) Whether the partnership is registered with The Registrar of Firms. If yes, the true copy of the extract of the records of the Registrar of firms be forwarded.

(c) Whether any partners after purchase of the property have retired from the partnership? If yes, furnish copies of proper release in favor of the continuing partners.

21. Is the property or any part thereof included either in any intended but not published schemes or in published schemes of the Government, Municipality or any other public body?

22. State whether the owners of the adjoining plots have erected any buildings or structures close to or adjoining the boundary thereby obstructing the light and or air passing to the property agreed to be sold.

23. (a) Does there exist any agreement or arrangement with the Municipal Corporation, the Government or any of the adjoining owners or any other person whosoever, whereby:—

(i) The beneficial enjoyment of the property is liable to be terminated, extinguished or curtailed.

(ii) any sum of money has become payable out of the property or by the owner thereof for the time being; or

(iii) The property or any part thereof is liable to be pulled down or removed?

 (c) If there is any such agreement or arrangement, please give particulars thereof and produce the originals of the same.

24. Have the Vendors or their predecessors-in-title entered into or executed any arrangement or writing for the benefit of the Government, the Municipality or any public or private body or corporation affecting property or any interest therein. If so, please give particulars and furnish the Purchasers’ Solicitors/Advocates with the original documents in respect thereof.

25. (a) Has there been any encroachment on the adjoining properties by the Vendors or their predecessors-in-title? If so, please give particulars.

 (b) Has there been any encroachment made on the subject property by occupants of the adjoining properties? If so, please give particulars.

26. (a) Is there any claim against the property for (i) right of way
(ii) right of occupation (iii) right of maintenance (iv) right of residence or (v) right of easement?

 (b) Is there any restrictive covenant affecting the property? If there be any such rights, claims or covenants, please give full particulars thereof with the names and addresses of parties putting forward or having such rights
or claims and furnish the
Purchasers Solicitors/Advocates with agreements entered into in that behalf.

27. Is the property or any portion thereof lying vacant?

28. State whether the Vendors have at any time before this entered into any agreement of sale, mortgage or lease of the property or any part thereof. If so, with what result? Is any lease subsisting?

29. Furnish an up-to-date and complete description of the property agreed to be sold with its correct Identity, Survey, C.T.S. and Municipal Ward and Street numbers and present boundaries, and identify the same with proper demarcations on a plan of the entire property of the Vendors.

30. Furnish the Purchasers’ Solicitors/Advocates with a certified copy of the extract from the City Survey Register or, the Record of Rights in respect of the property agreed to be sold.

31. Give full particulars of the rates, taxes, assessments and other outgoings payable in respect of the property agreed to be sold and produce the latest paid up bills and receipts in respect thereof.

32. Any part of the property within the regular line or setback or set forward lines or in any Development or Town Planning Scheme?

33. Are there any claims or charges whatsoever either for contribution, compensation, betterment, road-making or repairs or otherwise outstanding and payable to Government or any Local Body or Private Body, authority or person in respect of the property agreed to be sold? If so, please give full particulars.

34. Has any notice been so far issued or served upon the Vendors for acquisition, requisition, repair or otherwise for any purpose whatsoever in respect of the property agreed to be sold either by the Collector or the Municipality or any other authority? If any such notice has been issued or served, give particulars thereof and state whether the same has been complied with or not.

35. Is there any claim adversely affecting the property agreed to be sold?

36. Is the property at present the subject matter of any suit, writ of execution or other legal or other proceedings or subject to any attachment or process of Courts? If so, please give particulars. Please also give full particulars of all previous litigations, if any, pertaining
to property.

37. State whether any drain, sewer, cable, water pipe or gas pipe of any adjoining property passes through or under the property agreed to be sold and if so, under what right?

38. State whether any drains, sewer, cable, water pipe or gas pipe of the property agreed to be sold passes through or under any adjoining property or properties, and, if so, under what right?

39. Is the property subject to any nuisance? If it is, please specify the nature of
the nuisance.

40. Have the Vendors or their predecessors-in-title been surety for any person or produced the deeds relating to the property under sale to justify or for any purpose whatever? If so, does the surety ship still subsist or has it been discharged?

41. Are there any easements, quasi easements, restrictive covenants rights or water-courses or other rights or servitudes affecting the property? If there are, the Vendors are required to give full particulars.

42. Are there any ways, passages, rights of way, easements or privileges in common with any other property? If there are, please specify them.

43. Are the Vendors aware of any mortgage charge, encumbrance, lien, lispendens judgment, government debts, annuity, lease, trust, any secret trust or any deed or document, act or omission affecting the property under sale? If so, please give full particulars.

44. Are the Vendors aware of any circumstances other than those disclosed by the title deeds produced, which can or may operate to prevent the Vendors from conveying the property free from all claims, demands and encumbrances? If so, please disclose them.

45. Is there any mosque established or any Hindu Idol installed in any part of the property agreed to be sold? If there is, please give full particulars.

46. Is there any deed with the neighboring owners restricting the full enjoyment or the acquisition of easements?

47. Is the property subject to a right of preemption?

48. Is the property subject to a lien for dower? Is such a dower a charge over the property?

49. (a) Who are in possession of the property under sale or any part thereof as tenants?

 (b) What rents do they pay?

 (c) Is the rent being paid standard rent?

 (d) Who is collecting the rent?

 (e) Are the tenants monthly tenants?

 (f) Is there any person residing in the property or any part thereof free of rent?

 (g) Has any person got a charge for residence in the property or any part thereof under any deed or writing whatever?

 (h) Are there any persons other than the tenants occupying the property or any part thereof and whether they hold under a lease? Please give particulars.

50. Is any room or portion of the property dedicated orally or in writing to religious or charitable uses or used as a place of worship by the members of the Vendors family or the public?

51. Has any person a charge for maintenance on this property by virtue of any deed or writing or otherwise?

52. Is there any charge under
Section 55(6)(b) of the Transfer of Property Act, 1882?

53. Is there any impediment against increasing the height of the building?

54. Have any persons now or formerly entitled to the said property been insolvent or taken the benefit of Insolvency Act? If so, please give particulars and state whether and when they were discharged.

55. Are the Vendors permanent residents of India ?

56. Have the Vendors discharged all the liabilities with regard to Income-Tax, Wealth-tax and other taxes?

57. As regards payments of Income-tax:

(a) Has any attachment under any provisions of the Income Tax Act, 1961 been levied upon the property agreed to be sold for any amount that may be due from the Vendors?

(b) Have the Vendors been prohibited from transferring the properties under the payment of taxes (Transfer of Property) Act XXII of 1949?

58. Produce the consent of the Lesser as required by Clause \_\_\_\_\_\_ of the said Indenture of Lease dated the \_\_\_\_\_\_\_\_ \_\_\_\_\_\_ for assignment of the Property in favor of the Purchasers (Assignees).

59. Produce the sanction of the Charity Commissioner under the provisions of the Bombay Public Trust Act, 1950.

60. State whether the permission of the Municipal Commissioner has been obtained under the provisions of the Bombay Municipal Corporation Act, 1882, for Sub-Division and layout of
the property.

61. Produce the permission of the Collector under the provisions of the Bombay Tenancy and Agricultural Lands Act, 1948.

62. State whether the permission of the Collector has been obtained for non-agricultural user of the property under the provisions of the Maharashtra Land Revenue Code, 1966, or its earlier enactment *viz*. the Bombay Land Revenue Code, 1879.

63. Do the Vendors hold any other agricultural lands (besides the
lands agreed to be sold) whether
in \_\_\_\_\_\_\_\_\_\_\_\_\_ or elsewhere in the State of Maharashtra on the 4th August 1959 and on the 26th January 1962 respectively? If so, please state the classes in which the said lands can be categorized under the provisions of the Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961.

64. Have the Vendors received any notice under the said Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961? If so, please produce the same and state what action has been taken therein.

65. Please satisfy the Purchasers that it is competent for the Vendors to sell the lands agreed to be sold by them to the Purchasers under the Provisions of the said Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961.

66. The Vendors are required to state whether the property agreed to be sold or any part thereof is in any manner affected by the provisions of the following Acts or any of them or the right of the Vendors to the property is in any manner prejudicially affected or restricted or as a result whereof the sale in favor of the Purchasers cannot be completed:—

(i) Bombay Tenancy and Agricultural Lands Act, 1948;

(ii) Salsette Estate (Land Revenue Exemption Abolition) Act, 1951;

(iii) Bombay Khoti Abolition Act, 1949;

(iv) Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961;

(v) Bombay prevention of Fragmentation and Consolidation of Holdings Act.

67. Is the property agreed to be sold or any part thereof declared as waste land or has it been held to be appropriated Land under provisions of the Salsette Estate (Land Revenue Exemption Abolition) Act 1951.

68. Is the property agreed to be sold or any part thereof reserved for a public purpose under the Development Plan of Municipal Corporation? If it is, the Vendors must produce documentary evidence to show that the property has been released from such reservation.

69. Are there any covenants or conditions adversely affecting the rights/privileges and interest of the Purchasers so far as the quiet and peaceful possession and enjoyment of the property agreed to be sold to them is concerned?

70. Has the Mortgagor applied to any Finance Corporation, Bank or any Financing Agency or lending institution for obtaining any loan and, if so, what is the outcome or the present position of the same?

71. Has the Mortgagor ever been subjected to any form of statutory enquiry under the Industries Act, Companies Act or other enactments and, if so, whether the Mortgagor is now clear of such enquiries without a blemish?

72. Has any Financial Corporation, Bank or Financing Agency or lending institution granted or agreed to grant loan to the Mortgagor? If so, please give particular.

73. State whether necessary resolutions have been passed by the Mortgagor Company as required by the provisions of Section 293 (1) (d) of the Companies Act, 1956. If so, please produce certified copies thereof for inspection. If the Mortgagor Company has not passed the requisite resolutions then they are required to take necessary steps to pass the same after the drafts thereof are approved by the Mortgagees’ Solicitors/Advocates.

74. Please state whether the Board of Directors of the Mortgagor Company has passed the necessary resolution under Section 292 of the Companies Act. If so, please produce a certified copy thereof for inspection. If the requisite resolution has not been passed then necessary steps should be taken to pass the same after the drafts thereof are approved by the Mortgagees’ Solicitorors.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_ 200\_\_

ADVOCATES/SOLICITORS
FOR THE PURCHASERS

**NOTE:-**

(a) The aforesaid requisitions are general in nature.

(b) Make use of the requisitions which are appropriate and necessary.

(c) Each case/transaction will require special requisitions depending on the facts and circumstances thereof as also depending upon the response to the public notices in news papers as also upon the outcome of various searches.

(d) The requisition numbers 70 to 74 are in respect of the transaction of Mortgage.