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Ref. No.

TITLE INVESTIGATION REPORT

Date :

Annexure – B: Report of Investigation of Title in respect of immovable Property (All columns/items are to be completed/commented by the panel advocate)

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	STATE BANK OF INDIA, RACPC, Nagpur	
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Master Search- "PYRAMID CITY-VI"	
	c) Name of the Borrower.	Prospective buyer / borrower	
2	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	Prospective buyer / borrower	
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Person	
	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.	ALL THOSE Pieces and Parcels of Non Agricultural lands bearing Kh. Nos. 155/4 and 156/6 containing by admeasurement 1.21 Hectares (OR 12100 Sq. Mtrs.) and 0.91 Hectare (OR 9100 Sq. Mtrs.), thus total area of 2.12 Hectares (OR 21200 Sq. Mtrs.) of MOUZA – PIPLA, P.S.K. 38 TOGETHERWITH the Multistoreyed Buildings proposed to be constructed thereon and collectively known and styled as "PYRAMID CITY-VI", both situated at Village – Pipla, Nagpur, within the limits of the Grampanchayat – PIPLA, in Tahsil – Nagpur (Rural) and District - NAGPUR.	
	(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	Total Plot Area 2.12 Hectares (OR 21200 Sq. Mtrs.	
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mouza – PIPLA, Tahsil - Nagpur (Rural) and District – Nagpur.	
	BOUNDARY OF KHASRA NO. 155/4 :-		
	ON THE EAST - KH.NO. 155/3,		
	ON THE WEST - KH. NO. 155/1,		
	ON THE NORTH - ROAD,		
	ON THE SOUTH - KH. NO. 156/6.		
BOUNDARY OF KHASRA NO. 155/6 :-			
ON THE EAST - KH. NO. 148,			
ON THE WEST - REMAINING			
PORTION OF KH. NO. 156,			



CHALLAN
MTR Form Number-6

GRN	M-006001979201415E	BARCODE			Date	25/02/2015-09:11:37		Form ID			
Department	Inspector General Of Registration				Payer Details						
Type of Payment	Search Fee				TAX ID (If Any)						
	Other Items				PAN No. (If Applicable)						
Office Name	NGR_NAGPUR NO10 RURAL SUB REGISTRAR				Full Name		Ad Arnd Pathe				
Location	NAGPUR										
Year	2014-2015 One Time				Flat/Block No.						
Account Head Details		Amount In Rs.		Premises/Building							
0030072201 SEARCH FEE		750.00		Road/Street							
				Area/Locality		Rahate Colony Nagpur					
				Town/City/District							
				PIN							
				Remarks (If Any) Search of 1986 to 2015 for Kh No 15 5/4 and 156/6 Mz Ripa Nagpur Gr Na gaur							
				Amount In		Seven Hundred Fifty Rupees Only					
Total			750.00	Words							
Payment Details				STATE BANK OF INDIA				FOR USE IN RECEIVING BANK			
Cheque/DD Details				Bank ON		REF No.		00040572015022591084		IK71600665	
Cheque/DD No				Date		25/02/2015-09:12:22					
Name of Bank				Bank Branch		STATE BANK OF INDIA					
Name of Branch				Scrial No. , Date		Not Verified with Scrial					

Mobile No : Not Available

	ON THE NORTH - KH. NO. 155/4, ON THE SOUTH - KH. NO. 145/B.				
4	a)Particulars of the documents scrutinized-serially and chronologically.				
	Sl. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate.
	1.	12.10.2001	Sale Deed for land admeasuring 2.92 Hectares R. being a Western Portion of Khasra No. 155/1 executed by Shri. Shyamrao Ramaji Banait acting through his Attorney Holder Shri. Mukesh Hansraj Zam in favour of Shri. Kishor Hansraj Zam, Registered Serial No. 2868 on 12.10.2001 and the said Sale Deed is also singed by Mrs. Kanchan Kishor Zam in the Capacity of the Consentor.	Certified Copy	Certified Copy
	2.	20.07.2006	General Power of Attorney executed by Shri. Kishor Hansraj Zam in favour of Shri. Ramesh Danchand Waswani, Registered Serial No. 2185/2006 on 20.07.2006.	Verified from Reg. Office	Verified from Reg. Office
	3.	20.01.2007	Sale Deed for land admeasuring 1.21 Hectares R. out of the land area of 2.92 Hectare R. being a Western Portion of Khasra No. 155/1 executed by Shri. Kishor Hansraj Zam acting through his Attorney Holder Shri. Ramesh Danchand Waswani in favour of M/s. Netlinx Reality Pvt. Ltd. acting through its Representative Shri. Hemant Bhagwantrao Nilgirwar, Registered Serial No. 510/2007 on 20.01.2007 and lateron the said land admeasuring 1.21 Hectares R. is renumbered as a "Khasra Number 155/4".	Original	Original
	4.	12.10.2012	Sale Deed for Khasra No. 155/4 having an area of 1.21 Hectares R. executed by M/s. Nettlinx Reality Pvt. Ltd. acting through its Authorised Director Shri. Manohar Loka Reddy in favour of M/s. Ashok Megastructures Private Limited acting through its Director Shri. Ashok Agrawal S/o Vedprakash Agrawal, Registered Serial No. 4849/2012 on 12.10.2012.	Original	Original
	5.	23.04.2007	General Power of Attorney for land area of 0.91 Hectares R. out	Original	Original

			of Khasra No. 156/1 having an total area of 1.98 Hectare R. executed by (1) Shri. Bala Ajabrao Bhoyar, (2) Shri. Ramesh Ajabrao Bhoyar in favour of Shri. Hemant Bhagwantrao Nilgirwar (Patil), Registered Serial No. 2777/2007 on 26.04.2007.		
	6.	06.11.2007	Sale Deed for land area of 0.91 Hectare R. being a South-East Portion of Khasra No. 156/1 having an total area of 0.98 Hectare R. executed by (1) Shri. Bala Ajabrao Bhoyar, (2) Shri. Ramesh Ajabrao Bhoyar acting through their Attorney Holder Shri. Hemant Bhagwantrao Nilgirwar (Patil) in favour of Shri. S. Arvind Reddy S/o S. Jaipal Reddy, Registered Serial No. 6471/2007 on 06.11.2007 and said South-East Portion land area of 0.91 Hectare R. of Khasra No. 156/1 lateron renumbered as a "Khasra Number 156/6".	Original	Original
	7.	11.10.2012	Sale Deed for Khasra No. 156/6 having an area of 0.91 Hectare R. executed by Shri. S. Arvind Reddy S/o S. Jaipal Reddy in favour of M/s. Ashok Megastructures Private Limited acting through its Director Shri. Ashok Agrawal Vedprakash Agrawal, Registered Serial No. 4848/2012 on 11.10.2012.	Original	Original
	8.	29-11-2013	N.A. Order for Kh. Nos. 155/4 and 156/6 issued by Collector, Nagpur vide its Order Dated 29-11-2013 passed in Revenue Case No. 104/NAP-34/2013-2014 of Mouza - Pipla.	Original	Original
	9.	30-01-2014	Approval of Layout of Kh. Nos. 155/4 and 156/6 of Mouza - Pipla approved and sanctioned by the Assistant Engineer, (Metro-1), Nagpur Improvement Trust, Nagpur vide its Letter No. AE(M-1)/991 Dated 30-01-2014.	Original	Original
	10.	13-10-2014	Revised N.A. Order for Kh. Nos. 155/4 and 156/6 issued by Collector, Nagpur vide its Order Dated 13-10-2014 passed in Revenue Case No. 104/NAP-34/2013-2014 of Mouza - Pipla.	Original	Original
	11.	05-12-2014	N.O.C. of Airports Authority of India in favour of Pyramid Ashok Megastructure Private Limited vide its Letter No. NP/ARO/NOC/2014/77702 Dated 5/8-12-2014.	Original	Original
	12.	03-02-2015	Letter of Fire and Emergency Service issued by Chief Fire	Original	Original

			Officer, Fire and Emergency Service, N.M.C. Nagpur vide its Letter No. GA/Z/857FB Dated 03-02-2015.		
	13.	09-02-2015	Building Permit and sanctioned Map issued and sanctioned and approved by Building Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Building Permit No. B.E. (Metro)/South/Nagpur (Rural)/Case No. MB3595/2014040259/628 Dated 09-02-2015.	Original	Original
	14.	16-02-2015	Deed of Declaration executed by Pyramid Ashok Megastructure Private Limited, which is duly registered at the Office of the Sub-Registrar No. 7, Nagpur Rural in Book No. 1 at Sr. No. 1573/2015.	Original	Original
	15.		7/12 Extract of Kh. No. 155/4.	Original	Original
	16.		7/12 Extract of Kh. No. 156/6.	Original	Original
	17.		Layout Plan of Kh. Nos. 155/4 and 156/6.	Copy	Copy
	18.		Adhikar Abhilekh Panji.	Copy	Copy
5	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)				Verified
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?				No
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.				Not applicable
	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 Nagpur (Rural) Nos. 7,10	
	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?			Sub Registrar Nagpur (Rural) Nos. 7,10	
	c) Whether search has been made at all the offices named at (b) above?				Yes
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?				No
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.				As per attached separate sheet
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.)				Ownership
10	If leasehold, whether;				NO
	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				Not

	Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	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;	NO
	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
	whether 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 including court permission to be obtained and the reasons for coming to such conclusion.	NIL
14	If the property has been transferred by way of Gift/Settlement Deed, whether;	NO
	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. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (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. (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?	NO
16	Whether the title documents include any testamentary documents /wills?	No
	(a) In case of wills, whether the will is registered will or unregistered will?	
	(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? (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?	NO
	(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.	NO
	(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?	NO
	(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 so 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.	NO
	(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?	Not applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes
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?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Yes
23	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any 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/markings.	No
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	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 ROC certificate for encumbrance if any has to be obtained
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 it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Yes
	(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).	Not applicable
	(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.	Yes
	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?	Yes
	(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?)	Not Applicable
	(g) Please comment on the genuineness of POA?	POA is genuine
	(h) The unequivocal opinion on the enforceability and validity of the POA?	No
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	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Flats
	(a) Promoter's/Land owner's title to the land/ building;	FULL
	(b) Development Agreement/Power of Attorney;	Yes
	(c) Extent of authority of the Developer/builder;	FULL.
	(d) Independent title verification of the Land and/or building in question;	Yes
	(e) Agreement for sale (duly registered);	No
	(f) Payment of proper stamp duty;	Yes
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Yes
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	(i) Conveyance in favour of Society/ Condominium concerned;	Not applicable
	(j) Occupancy Certificate/allotment letter/letter of possession;	Not applicable
	(k) Membership details in the Society etc.;	Not applicable
	(l) Share Certificates;	Not applicable
	(m) No Objection Letter from the Society;	Not applicable
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not applicable
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Not applicable
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
30	Encumbrances, Attachments, and/or claims whether of Government,	NIL

	Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	
31	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	1986-2015
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Tax paid
33	(a) Urban land ceiling clearance, whether required and if so, details thereon.	Not applicable
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Not applicable
34	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Yes, Name of the present Land Owner is mutated on the record of 7/12 extract.
35	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not applicable
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?	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.	Yes
38	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	No
39	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Valuation report is not available; however description of property matches with Sanctioned Plan, Electricity Bill, Tax receipt, etc.
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 SARFESI Act, if required against the property offered as security?	Yes
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.	Yes
44	Additional aspects relevant for investigation of title as per local laws.	No
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Prospective buyers / borrowers

Place : Nagpur

Date : 04.03.2015


 Signature of the Advocate

Annexure – C: Certificate of title

1. I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable/English 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 Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices./Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC). I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. That the said Apartments/ Immovable Property covered by above said Title Deeds. The property is free from all Encumbrances.

6. The Mortgage if created, will be available to the Bank for the Liability of the Prospective buyer / borrower.

7. I certify that Prospective buyer / borrower has an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

8. 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:

1. Copy of Building Permit and sanctioned Map Dated 09-02-2015.
2. Copy of Deed of Declaration Dated 16-02-2015.
3. Copy of 7/12 Extract of Kh. No. 155/4.
4. Copy of 7/12 Extract of Kh. No. 156/6.
5. **ORIGINAL REGISTERED AGREEMENT TO SALE AND SALE DEED OF PROSPECTIVE BORROWER.**

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

SCHEDULE OF THE PROPERTY

(RESIDENTIAL)

ALL THOSE Pieces and Parcels of Non Agricultural lands bearing Kh. Nos. 155/4 and 156/6 containing by admeasurement 1.21 Hectares (OR 12100 Sq. Mtrs.) and 0.91 Hectare (OR 9100 Sq. Mtrs.), thus total area of 2.12 Hectares (OR 21200 Sq. Mtrs.) of MOUZA – PIPLA, P.S.K. 38 TOGETHERWITH the Multistoreyed Buildings proposed to be constructed thereon and collectively known and styled as “PYRAMID CITY-VT”, both situated at Village – Pipla, Nagpur, within the limits of the Grampanchayat – PIPLA, in Tahsil – Nagpur (Rural) and District - NAGPUR and bounded as under:

BOUNDARY OF KHASRA NO. 155/4 :-

ON THE EAST - KH.NO. 155/3,
ON THE WEST - KH. NO. 155/1,
ON THE NORTH - ROAD,
ON THE SOUTH - KH. NO. 156/6.

BOUNDARY OF KHASRA NO. 155/6 :-

ON THE EAST - KH. NO. 148,
ON THE WEST - REMAINING PORTION OF KH. NO. 156,
ON THE NORTH - KH. NO. 155/4,
ON THE SOUTH - KH. NO. 145/B.

Annexure – D: Certified that this search Report has been issued taking into consideration the contents and instructions specified in Bank's e-circular No. CPP/SGS/Cir/5 Dated 12/04/2013

Place : Nagpur
Date : 04.03.2015


Signature of the Advocate

Chain of Title Tracing the Title from the Oldest Title Deed to the Latest Title Deed Establishing the Title of the Property in question from the Predecessors in Title/Interest to the Current Title Holder.

THAT, ALL THAT Piece and Parcel of Agricultural Land bearing Kh. No. 155/1 having an total area of 3.36 Hectares R., Rental Rs. 21.59/- held in Occupancy Class Rights-1 of Mouza -- PIPLA, P.H. No. 38 situated at Village - Pipla in Tahsil – Nagpur (Rural) and District – NAGPUR. Originally belonged to Shri. Ramaji Banait, being his ancestral property.

THAT the aforesaid Shri. Ramaji Banait left for heavenly abode and his Widow Smt. Mainabai Wd/o Shyamraoji Banait also died on 11.10.1999 and consequent upon their death/demise his aforesaid property devolved upon their Four Son namely (1) Shri. Pandurang Ramaji Banait, (2) Shri. Shyamrao Ramaji Banait, (3) Shri. Manohar Ramaji Banait, (4) Shri. Baban Ramaji Banait and four married Daughters namely (i) Mrs. Sumitra Deorao Mendhe, (2) Mrs. Shantabai Santoshrao Zalke, (3) Mrs. Satyabhama Govindrao Bhoyar, (4) Mrs. Gayabai Shyamrao Gotmare, by way intestate succession being the legal heirs of the deceased.

 That (i) Mrs. Sumitra Deorao Mendhe, (2) Mrs. Shantabai Santoshrao Zalke, (3) Mrs. Satyabhama Govindrao Bhoyar, (4) Mrs. Gayabai Shyamrao Gotmare, relinquished their share in the property comprising Khasra No. 155/1 in favour of the remaining Co-owners i.e. (1) Shri. Pandurang Ramaji Banait, (2) Shri. Shyamrao Ramaji Banait, (3) Shri. Manohar Ramaji Banait, (4) Shri. Baban Ramaji Banait, by Relinquishment Deed dated 08.12.1999, which is duly Registered in the office of the Joint Sub Registrar Nagpur at Sr. No. 2336 on 08.12.1999.

THAT the aforesaid 1) Shri. Pandurang Ramaji Banait, (2) Shri. Shyamrao Ramaji Banait, (3) Shri. Manohar Ramaji Banait, (4) Shri. Baban Ramaji Banait lateron by a Deed of Partition on 16.02.2000 partitioned their properties (including the aforesaid property comprising Khasra No. 155/1) in between them and in terms of which the aforesaid property comprising the land area of 0.44 Hectare R. being a Eastern Portion of Khasra No. 155/1 of Mouza Pipla in Nagpur Rural in Tahsil and District – Nagpur was allotted to the exclusive share of Shri. Baban Ramaji Banait absolutely forever with heritable and transferable rights therein, the land area of 2.92 Hectare R. being a Western Portion of Khasra No. 155/1 of Mouza Pipla in Nagpur Rural in Tahsil and District – Nagpur was allotted to the exclusive share of Shri. Shyamrao Ramaji Banait absolutely forever with heritable and transferable rights therein and the said Partition Deed is Notarised before notary public.

THAT Shri. Shyamrao Ramaji Banait executing a General Power of Attorney on 12.05.2000 in favour of Shri. Mukesh Hansraj Zam and the same is duly registered in the Office of the Sub Registrar.

THAT Shri. Shyamrao Ramaji Banait acting through his Attorney Holder Shri. Mukesh Hansraj Zam lateron transferred/sold his property comprising ALL THAT Piece and Parcel of land admeasuring 2.92 Hectares R. being a Western Portion of Khasra No. 155/1 having an total area of 3.36 Hectares R. of Mozua – PIPLA situated at village Pipla in Tahsil – Nagpur Rural and District – NAGPUR by way of sale to Shri. Kishor Hansraj Zam, by a Sale Deed Dated 12.10.2001, which is duly registered in the Office of the Sub-Registrar Nagpur -1 in Book No. 1 at Registered Serial No. 2868 on 12.10.2001 and the said Sale Deed is also singed by Mrs. Kanchan Kishor Zam in the Capacity of the Consensor.

THAT Shri. Kishor Hansraj Zam lateron executing a General Power of Attorney on 20.07.2006 in favour of Shri. Ramesh Danchand Waswani and the same is duly registered in the Office of the Sub-Registrar Nagpur-3 at Registered Serial No. 2185/2006 on 20.07.2006.

THAT Shri. Kishor Hansraj Zam acting through his Attorney Holder Shri. Ramesh Danchand Waswani lateron transferred/sold the said property comprising ALL THAT Piece and Parcel of land admeasuring 1.21 Hectares R. out of the land area of 2.92 Hectare R. being a Western Portion of Khasra No. 155/1 of Mozua – PIPLA situated at village Pipla in Tahsil – Nagpur Rural and District – NAGPUR by way of sale to M/s. Nettlinx Reality Pvt. Ltd. acting through its Representative Shri. Hemant Bhagwantrao Nilgirwar, by a Sale Deed Dated 20.01.2007, which is duly registered in the Office of the Sub-Registrar Nagpur(Rural)-7 in Book No. 1 at Registered Serial No. 510/2007 on 20.01.2007 and lateron the said land admeasuring 1.21 Hectares R. is renumbered as a “Khasra Number 155/4”.

THAT M/s. Nettlinx Reality Pvt. Ltd. acting through its Authorised Director Shri. Manohar Loka Reddy lateron transferred/sold the said property comprising ALL THAT Piece and Parcel of land bearing Khasra No. 155/4 having an area of 1.21 Hectares R., Rental Rs. 1.77 held in Occupancy Class – 1 Rights of Mozua – PIPLA situated at village Pipla in Tahsil – Nagpur Rural and District – NAGPUR by way of sale to M/s. Ashok Megastructures Private Limited acting through its Director Shri. Ashok Agrawal S/o Vedprakash Agrawal, by a Sale Deed Dated 12.10.2012, which is duly registered in the Office of the Sub-Registrar Nagpur(Rural)-10 in Book No. 1 at Registered Serial No. 4849/2012 on 12.10.2012.

THAT, in the like manner ALL THAT Piece and Parcel of Agricultural Land bearing Kh. No. 156 having an total area of 6.12 Hectares R., Rental Rs. 22.75/- held in Occupancy Class Rights-1 of Mouza – PIPLA, P.H. No. 38 situated at Village - Pipla in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Shri. Haribhau Zadbaji Bhende, being his ancestral property.

THAT Shri. Haribhau Zadbaji Bhende transferred/sold the aforesaid Khasra No. 156 having an area of 6.12 Hectares. R. of Mouza –PIPLA in Tahsil Nagpur Rural and District NAGPUR by way of sale to (1) Shri. Bala Ajabrao Bhoyar, (2) Shri. Ramesh Ajabrao Bhoyar,

by a Sale Deed Dated 10.05.1974, which is duly registered in the Office of the Sub-Registrar Nagpur-1 at Registered Serial No. 2355 on 10.05.1974.

THAT (1) Shri. Bala Ajabrao Bhoyar, (2) Shri. Ramesh Ajabrao Bhoyar lateron jointly transferred/sold the land admeasuring 4.14 Hectare R. out of the Khasra No. 156 having an total land area of 6.12 Hectares R. to various person on various date in various part.

THAT the said remaining land area of 1.98 Hectare R. of Khasra No. 156 lateron renumbered as a "Khasra Number 156/1".

THAT (1) Shri. Bala Ajabrao Bhoyar, (2) Shri. Ramesh Ajabrao Bhoyar lateron executing a General Power of Attorney on 23.04.2007 for land area of 0.91 Hectares R. out of Khasra No. 156/1 having an total area of 1.98 Hectare R. in favour of Shri. Hemant Bhagwantrao Nilgirwar (Patil) and the same is duly registered in the Office of the Sub-Registrar Nagpur-2 at Registered Serial No. 2777/2007 on 26.04.2007.

 THAT (1) Shri. Bala Ajabrao Bhoyar, (2) Shri. Ramesh Ajabrao Bhoyar acting through their Attorney Holder Shri. Hemant Bhagwantrao Nilgirwar (Patil) lateron jointly transferred/sold the property comprising ALL THAT Piece and Parcel of land area of 0.91 Hectare R. being a South-East Portion of Khasra No. 156/1 having an total area of 0.98 Hectare R., Rental Rs. 7.35/- held in Occupancy Class Right-1 of Mouza – PIPLA in Tahsil Nagpur Rural and District NAGPUR by way of sale to Shri. S. Arvind Reddy S/o S. Jaipal Reddy, by a Sale Deed Dated 06.11.2007, which is duly Registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 6471/2007 on 06.11.2007 and said South-East Portion land area of 0.91 Hectare R. of Khasra No. 156/1 lateron renumbered as a "Khasra Number 156/6".

THAT Shri. S. Arvind Reddy S/o S. Jaipal Reddy lateron transferred/sold the property comprising ALL THAT Piece and Parcel of land bearing Khasra No. 156/6 having an area of 0.91 Hectare R. Rental Rs. 3.74/- held in Occupancy Class Right-1 of Mouza – PIPLA in Tahsil Nagpur Rural and District NAGPUR by way of sale to M/s. Ashok Megastructures Private Limited acting through its Director Shri. Ashok Agrawal Vedprakash Agrawal, by a Sale Deed Dated 11.10.2012, which is duly Registered in the Office of the Sub-Registrar Nagpur (Rural)-10 in Book No. 1 at Registered Serial No. 4848/2012 on 11.10.2012.

THAT As a result therefore the said M/s. Ashok Megastructures Private Limited has now become an exclusive, absolute and full Owner of the aforesaid property comprising Khasra No. 155/4 having an area of 1.21 Hectares R. and Khasra No. 156/6 having an area of 0.91 Hectare R. of Mouza PIPLA in Tahsil Nagpur Rural and District NAGPUR with heritable and transferable rights therein and the same is also accordingly mutated in its sole name in all relevant records.

THAT, in the meantime the said M/s. Ashok Magastructures Private Limited passed the necessary Resolution in terms of section 21 of the Companies Act, 1956 and the approval of the Central Government Signified in writing having been accorded thereto Under Section 21 of the Companies Act, 1956 read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R. 507 (E) Dated 24-06-1985 vide S.R.N. B77716728 Dated 27-07-2013 and thereby the name of the said Company is now changed to Pyramid Ashok Megastructures Private Limited. The entire Business alongwith all the assets and liabilities of M/s. Ashok Magastructures Private Limited is now taken over by Pyramid Ashok Megastructures Private Limited transferable rights therein and the same is also accordingly mutated in its sole name in all relevant records as also on 7/12 Extract.

THAT, the aforesaid entire land comprising Kh. Nos. 155/4 and 156/6 of Mouza - PIPLA, P.S.K. 38 is converted for Non-Agricultural (Residential) Use by the Collector, Nagpur vide his Order Dated 13-10-2014 passed in Revenue Case No. 104/NAP-34/2013-2014, Dated 29-11-2013. The said Order later revised and it bears Revised Order Dated is 13-10-2014 of Mouza - PIPLA.



THAT, the aforesaid Pyramid Ashok Megastructures Private Limited lateron decided to develop the said land admeasuring 2.12 Hectares (i.e. 21200 Sq. Mtrs.) out of the entire land bearing Kh. Nos. 155/4 and 156/6 of Mouza - Pipla, P.S.K. 38, situate at Village - Pipla, within the limits of the Gram Panchayat - Pipla in Tahsil - Nagpur (Rural) and District - Nagpur into a COMMERCIAL/RESIDENTIAL ESTATE by constructing various separate Row Houses/Multistoreyed Buildings, each consisting of various Shops and self contained separate Apartments therein.

THAT, the aforesaid entire land bearing Kh. Nos. 155/4 and 156/6 of Mouza - PIPLA is developed by the Nagpur Improvement Trust, Nagpur under a Development Agreement Dated 29-03-2014 made by and between the aforesaid Pyramid Ashok Megastructures Private Limited and the Nagpur Improvement Trust, Nagpur. And accordingly a Layout to that effect is also issued by the Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Letter No. EE(Metro)/AE-1/839 Dated 27-11-2014.

THAT, a Modification in the aforesaid Development Agreement is also made by the Nagpur Improvement Trust, Nagpur and accordingly a Letter to that effect is also issued by the Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Letter No. E.E. (Metro)/AE-1/839 Dated 27-11-2014.

That lateron Airports Authority of India issued a No objection certificate for height for Khasra No. 155/4 and 156/6 vide its letter No. NP/ARO/NOC/2014/77702, dated 08.12.2014.

THAT, accordingly the said Pyramid Ashok Megastructures Private Limited prepared a Plan of the Multistoreyed Buildings proposed to be constructed on the said Kh. Nos. 155/4 and 156/6 and to be known and styled as "PYRAMID CITY-VI" and the same is also duly sanctioned by the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur vide his Building Permit No. B.E.(Metro)/South/Nagpur(Rural)/Case No. MB3595/2014040259/628 Dated 09-02-2015.

THAT, the aforesaid entire property is also submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration Under Section 2 of the said Act and the said Deed of Declaration dated 16-02-2015 relating to the property comprising Kh. Nos. 155/4 and 156/6, both situate at Village – Pipla in Tahsil – Nagpur (Rural) and District - Nagpur which is duly registered in the office Sub-Registrar Nagpur (Rural) No.07, in Book No.1, at Sr. No.1573/2015 on 16-02-2015.

The links in the title history of last 30 years of chain of title have been properly established.

Date: 04.03.2015
Place: Nagpur



Signature of the Advocate