

	adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	
23. 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.
24. b)	Property belonging to partners, whether thrown on hotchpotch? Whether formalities for the same have been completed as per applicable laws?	Not Applicable.
24. c)	Whether the person (s) creating mortgage has / has 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, authorization 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, property belongs to M/s SHRI KEDARESHWAR BUILDERS AND DEVELOPERS PVT. LTD. That, mortgage will be created by Prospective Purchasers.
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.
27. 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.
27. 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).	Yes, Agreement to Development Dated 08-01-2015 and General Power of Attorney Dated 08-01-2015 which are duly registered.
27. 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.	Yes, copy verified and compared with Original.
27. e)	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not Applicable.
i)	Whether the original POA is verified and the title investigation is done on the basis of original POA?	Not Applicable.
ii)	Whether the POA is a registered one?	Not Applicable.
iii)	Whether the POA is a special or general one?	Not Applicable.
iv)	Whether the POA contains a specific authority for execution of title document in question?	Not Applicable.

27. 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?)	Yes, POA was in force and not revoked or had become invalid on the date of execution.
27. g)	Please comment on the genuineness of POA?	The POA is registered and therefore can be said to be genuine.
27. h)	The unequivocal opinion on the enforceability and validity of the POA?	The POA is enforceable and valid and for the same undertaking from .
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.	Mortgage can be created by POA Holder excluding the Apartments and Parking Places agreed to be retained by the owners i.e. Shri. Arun Vasudeo Bambawale, Smt. Bharti Diwakar Bambawale, Shri. Shripad Sharad Bambawale, Shri. Anant Sharad Bambawale and Smt. Alka Uday Naik in the building to be constructed name and styled as "RENUKA RENAISSANCE".
29.	If the property is a flat / apartment or residential / commercial complex, check and comment on the following:	The property is Residential.
29. a)	Promoter's / Land owner's title to the land / building;	Present Owners Shri. Arun Vasudeo Bambawale, Smt. Bharti Diwakar Bambawale, Shri. Shripad Sharad Bambawale, Shri. Anant Sharad Bambawale and Smt. Alka Uday Naik <u>Through their Constituted POA Holder</u> M/s SHRI KEDARESHWAR BUILDERS AND DEVELOPERS PVT. LTD. through its Directors Shri. Madhav S/o Wamanrao Deshpande Shri. Abhijit S/o Bapuraoji Dudhane is having title to the Plot land and building to be constructed thereon.
29. b)	Development Agreement / Power of Attorney;	Yes, Agreement to Development duly registered on 08-01-2015 bearing Serial No. 134.
29. c)	Extent of authority of the Developer / builder;	To, present owner M/s SHRI KEDARESHWAR BUILDERS AND DEVELOPERS PVT. LTD.
29. d)	Independent title verification of the Land and/or building in question;	Yes.
29. e)	Agreement For Sale (duly registered);	Not Applicable.
29. f)	Payment of proper stamp duty;	Not Applicable.
29. g)	Requirement of registration of sale agreement, development agreement, POA, etc.;	Not Applicable.
29. h)	Approval of building plan, permission of appropriate / local authority, etc.;	Yes, duly obtained.
29. i)	Conveyance in favour of Society / Condominium concerned;	Not Applicable.
29. j)	Occupancy Certificate / allotment letter / letter of possession;	Not Applicable.
29. k)	Membership details in the Society etc.;	Not Applicable.
29. l)	Share Certificates;	Not Applicable.
29. m)	No Objection Letter from the Society;	Not Applicable.
29. n)	All legal requirements under the local / Municipal laws, regarding ownership of flats / Apartments / Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Obtained.
29. o)	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not Applicable.
29. 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.
29. 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, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Not Applicable.
31.	The period covered under the	1986-2015.

	Encumbrances Certificate and the 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?	Property Tax Paid Upto 2015.
33.a)	Urban land ceiling clearance, whether required and if so, details thereon.	Not Applicable.
33.b)	Whether No Objection Certificate under the Income Tax Act is required / obtained.	Not Applicable.
34.	Details of RTC extracts / mutation extracts/ Khata extract pertaining to the property in question.	Present Owners Shri. Arun Vasudeo Bambawale, Smt. Bharti Diwakar Bambawale, Shri. Shripad Sharad Bambawale, Shri. Anant Sharad Bambawale and Smt. Alka Uday Naik have mutated their name on all relevant govt. records.
35.	Whether the name of mortgagor is reflected as owner in the revenue / Municipal / Village records?	No.
36. a)	Whether the property offered as security is clearly demarcated?	Yes.
36. b)	Whether the demarcation / partition of the property is legally valid?	Yes.
36. c)	Whether the property has clear access as per documents?	Yes.
37.	Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?	Yes, no discrepancy / doubtful circumstances are revealed on scrutiny.
37. a)	Document in relation to electricity connection;	Not Applicable.
37. b)	Document in relation to water connection;	Not Applicable.
37. c)	Document in relation to Sales Tax Registration, if any applicable;	Not Applicable.
37. d)	Other utility bills, if any.	Corporation Tax Paid Receipt Dated 15-07-2014.
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.)	Approved / Sanctioned Building Plan Dated 17-07-2015 is made available and description in the said document and in the title deeds tally with each other.
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.	That, the Original Deed of Release/Relinquishment Dated 17-04-1972 bearing Serial No. 1897 executed by Smt. Laxmibai Vasudeo Bambawale, Deed of Release/Relinquishment Dated 17-04-1972 bearing Serial No. 1898 executed by Mrs. Suhasini Achyut Wakhale, Deed of Release/Relinquishment Dated 19-04-1972 bearing Serial No. 1957 executed by Mrs. Ushabai Prabhakar Dani and Deed of Release/Relinquishment Dated 08-05-1972 bearing Serial No. 2377 executed by Mrs. Shailaja

		Bhalchandra Deo are not traceable. Hence, Certified Copies of the said documents to be obtained. Further, as the mutation has been already executed on the record of City Survey Office, Nagpur and their names have appeared on the official government record, certified copies would serve the purpose.
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.	NOC for Sale / Mortgage is to be obtained from the Collector as per the terms of the Lease Deed.
45.	Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security.	After execution of mortgage in favor of Bank; charge to be noted on the record of City Survey Office Nagpur No. 3, for safeguard the interest of Bank.
46.	The specific persons who are required to create mortgage / to deposit documents creating mortgage.	Prospective Purchaser(s) will be required to create mortgage / to deposit documents creating mortgage.

Place: Nagpur
Date: 16-09-2015

Mrs. Seema S. Sahasrabudhe
Advocate & Notary

"Annexure-1"

Description of the Chain of Title from the Mother Deed to the latest title deed for a period of 30 years is as follows: -

- a) That, all that piece and parcels of land bearing Nazul Leasehold Plot Nos. 149 & 150, containing by total admeasurement 27,858 Sq. Ft. (2,588.07 Sq. Mt.) of Mouza - Lendra, bearing City Survey No. 1026 and Sheet No. 54, Corporation House No. 157, in Ward No. 72, situated at Maharajbag Road, Ramdaspath, Nagpur, within the limits of the Nagpur Municipal Corporation, Tahsil and District Nagpur originally belonged to Shri. Vasudeo Bambawale, being his separate property having acquired the same by him on Leasehold Rights from the Nazul Department for a term ending on 31 -03-1975 and thereafter Shri. Vasudeo Bambawale later on constructed Residential House thereon.
- b) That, consequent upon the demise/death of the said Shri Vasudeo Bambawale, the aforesaid property devolved upon his widow Smt. Laxmibai Bambawale, 3 Sons namely (i) Shri. Sharad Vasudeo Bambawale (ii) Shri. Arun Bambawale; and (iii) Shri. Divakar Vasudeo Bambawale and 3 married daughters namely (i) Mrs. Ushabai Prabhakar Dani, (ii) Mrs. Shailaja B. Deo; and (iii) Mrs. Suhasini Achyut Wakhale jointly by way of intestates succession being the legal heirs of Late Shri Vasudeo Bambawale.
- c) That, (i) Smt. Laxmibai Vasudeo Bambawale, (ii) Mrs. Ushabai Prabhakar Dani, (iii) Mrs. Shailaja B. Deo and (iv) Mrs. Suhasini Achyut Wakhale later on relinquished all their respective rights, title and interest in respect of the aforesaid property in favour of, (i) Shri. Sharad Vasudeo Bambawale (ii) Shri. Arun Vasudeo Bambawale; and (iii) Shri Divakar Vasudeo Bambawale by virtue of Deed of Release/Relinquishment Dated 17-04-1972 bearing Serial No. 1897 executed by Smt. Laxmibai Vasudeo Bambawale, Deed of Release/Relinquishment Dated 17-04-1972 bearing Serial No. 1898 executed by Mrs. Suhasini Achyut Wakhale, Deed of Release/Relinquishment Dated 19-04-1972 bearing Serial No. 1957 executed by Mrs. Ushabai Prabhakar Dani and Deed of Release/Relinquishment Dated 08-05-1972 bearing Serial No. 2377 executed by Mrs. Shailaja Bhalchandra Deo. As the result, (i) Shri. Sharad Vasudeo Bambawale (ii) Shri. Arun Vasudeo Bambawale; and (iii) Shri Divakar Vasudeo Bambawale became the absolute joint owners of the said property.
- d) That, during the course of time Shri. Sharad Bambawale left for heavenly abode on 24-05-1997 (his wife namely Mrs. Pushpa Sharad Bambawale predeceased him on 16-09-1968) and consequent upon his Undivided Proportionate share and interest in the aforesaid property devolved upon his 2 sons namely (i) Shri Shripad Sharad Bambawale and (ii) Shri Anant Sharad Bambawale and only married daughter namely Mrs. Alka Uday Naik Nos. jointly by way of intestate succession, being the legal heirs of the deceased.
- e) That, later on Shri Divakar Vasudeo Bambawale passed away intestate on 17-03-1977 leaving behind his Wife namely Smt. Bharti Divakar Bambawale and thus, all his right, title, share and interest of Shri Divakar Vasudeo Bambawale in the said property devolved upon Smt. Bharti Divakar Bambawale.
- f) As a result, therefore, the aforesaid Shri Arun Vasudeo Bambawale and 4 others have now become the Joint Owners of the aforesaid property with heritable and transferable rights therein i.e. Shri Arun Vasudeo Bambawale owns and possess $\frac{1}{3}^{\text{rd}}$ or 33.33 Percent share, Smt.