Res. : 54 Sawarkar Nagar,
Khamla Road, Nagpur-15
Ph. (0712) 2232868
Mb.9822936551

Ashwin R. Patil
ADVOCATE

TITLE INVESTIGATION REPORT

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.		Mater Search HARIHAR NAGAR ZARI of M/s. Harihar Buildspace Private limited.		
	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 land bearing Kh. Nos. 68/2, 68/3, 68/4 and 68/5, having an area of 1.13 Hectares, 2.27 Hectares, 3.41 Hectares and 3.19 Hectares respectively, Rental Rs. 226.00, Rs. 454.00, Rs. 696.00 and 1024.00 respectively all held in Bhogwatdar Class-1 Rights of Mouza – ZARI, P.S.K. 73, TOGETHERWITH the entire Multistoreyed Building proposed to be constructed thereon and collectively known and styled as "HARIHAR NAGAR" ZARI, including all easementary rights appurtenant and belonging thereto, all situated at Village – ZARI in Tahsil – Nagpur (Rural) and District – NAGPUR		
	(a) Survey No.		68/2, 68/3, 68/4 and 68/5		
	(b) Door/House no. (in case of house property)		---		
	(c) Extent/ area including plinth/ built up area in case of house property		land Areas 1.13 Hectares, 2.27 Hectares, 3.41 Hectares and 3.19 Hectares (Total area of 10 Hectares).		
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries. ON THE EAST - KHASRA NO. 58 & 59 ON THE WEST - KHASRA NO. 23 ON THE NORTH - KHASRA NO. 68/1 ON THE SOUTH - KHASRA NO. 69 & 72		Mouza ZARI n Tahsil Nagpur (Rural) and District – NAGPUR		
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.	28-3-2007	Non-Agricultural (Residential) Order for Kh. Nos. 68 issued by Additional Collector, Nagpur in favour of Smt. Vijayatai Vishwanath Kinkhede and others vide his Order dated 28-3-2007 passed in Revenue Case No. 839/NAP-34/2006-2007 of Mouza – ZARI	Original	Original

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THAT, in the meantime the aforesaid M/s. Harihar Housing Agency,, a Partnership Firm has been incorporated as a limited Company under Part IXS of the Companies Act, 1956 in the name and styled as "HARIHAR INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED" vide certificate No. U45400MH2007PLC176371 dated 30th November 2007 issued by Registrar of the Companies, Maharashtra (the Company). Pursuant to the Companies Act, 1956 and Memorandum and Articles of Association of the Company, the Company shall continue to carry on and carry, inter alia the business hitherto before carried on in the said partnership firm in the name and style of Harihar Housing Agency and for the purpose shall be entitled to the said firm and its business as a joint concern together with all its assets and liabilities including interalia all rights, goodwill entitlement, licenses, registrations, privileges, trademark, agreements, patents, know-how, obligations, assignments, authorizations, pending contracts and all other rights, benefits and advantages as also outgoings whether provided for and/or contingent and whether tangible or intangible and whatsoever and howsoever.

THAT, the aforesaid Harihar Infrastructure Development Corporation Limited, Nagpur lateron in its turn transferred/sold the property comprising ALL THAT Piece and Parcel of Non-Agricultural land having an area of 8.43 Acres (OR 3.40 Hectors) comprising the Kh. Nos. 68/2 and 68/3 of Mouza – ZARI, P.S.K. 73, held in Bhogwatdar Class-1 Rights Togetherwith all Types of Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other esementary rights appurtenant and belonging thereto, situated at Village – Zari in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to Milestone Buildspace Private limited, A Company incorporated under the Companies Act, 1956 having its Office at 701, Gladioli Off Yari Road, Versova, Andheri (West), Mumbai by a Sale Deed dated 2-1-2008, which is duly registered in the Office of ther Joint Sub-Registrar, Nagpur No. 7 in Book No. 1 at Sr. No. 22 on even date.

THAT, the aforesaid Harihar Infrastructure Development Corporation Limited, Nagpur lateron in its turn transferred/sold the property comprising ALL THAT Piece and Parcel of Non-Agricultural land having an area of 8.43 Acres (OR 3.40 Hectors) comprising the Kh. No. 68/4 of Mouza – ZARI, P.S.K. 73, held in Bhogwatdar Class-1 Rights Togetherwith all Types of Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other esementary rights appurtenant and belonging thereto, situated at Village – Zari in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to Milestone Buildspace Private limited, by a Sale Deed dated 9-1-2008, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur No. 7 in Book No. 1 at Sr. No. 178 on even date.

THAT, in the like manner the then Owners namely (i) Smt. Vijayalaxmi Vishwanathrao Kinkhede, (ii) Smt. Sharada Alias Veena Mohan Vighnay, (iii) Dr. Smt. Lata Shyam Kulkarni, (iv) Smt. Kiran Anil Deshpande, (v) Smt. Kanchan Dattatraya Khanzode and (vi) Smt. Anita Sudhir Goverdhan (Vendors) alongwith M/s. Harihar Infrastructure Development Corporation Limited (Consentor) lateron in their turn jointly transferred/sold the remaining portion of the aforesaid property comprising Kh. No. 68/1 having an area of 3.19 Hectors (OR 7.87 Acres) of Mouza – ZARI, P.S.K. 73, held in

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Bhogwatdar Class-1 Rights Togetherwith all Types of Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other esomentary rights appurtenant and belonging thereto, situated at Village – Zari in Tahsil – Nagpur (Rural) and District – Nagpur by way of sale to Milestone Buildspace Private limited, by a Sale Deed dated 7-4-2008, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur No. 7 in Book No. 1 at Sr. No. 2002 on 08.04.2008. As a result therefore the said M/s. Milestone Buildspace Private limited has now became an exclusive, absolute and full Owner of the aforesaid lands bearing Kh. Nos. 68/1, 68/2, 68/3 and 68/4 all situated at Village – Zari 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, the aforesaid name of M/s. Milestone Buildspace Private limited lateron changed its name as M/s. Harihar Buildspace Pvt. Ltd., Nagpur through its Director Shri Arvind Badiyani and also transfer all its assets and liabilities in favour of M/s. Harihar Buildspace Pvt. Ltd. As a result therefore the said M/s. Harihar Buildspace Pvt. Ltd. Has now become an exclusive, absolute and full Owner of the property comprising ALL THOSE Pieces and Parcel of land bearing Kh. Nos. 68/2, 68/3, 68/4 and 68/5, having an area of 1.13 Hectares, 2.27 Hectares, 3.41 Hectares and 3.19 Hectares respectively, Rental Rs. 226.00, Rs. 454.00, Rs. 696.00 and 1024.00 respectively all held in Bhogwatdar Class-1 Rights of Mouza – ZARI, P.S.K. 73, situated at Village – ZARI 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, the aforesaid M/s. Harihar Buildspace Pvt. Ltd. Lateron decided to develop the aforesaid entire land into a layout by carving out various Plots of different sizes therein. And accordingly it has prepared a layout of the said entire land and the said layout is also duly sanctioned and approved by the Nagpur Improvement trust, Nagpur under an Agreement dated 27-7-2011 made between the said M/s. Harihar Buildspace Private Limited, Nagpur and the Nagpur Improvement Trust, Nagpur.

THAT lateron No Objection Certificate issued by Airport Authority of India, Nagpur Vide its No. NAP/ARO/N.O.C./2012/040912/019 Dated 11-04-2012.

That lateron No Objection Certificate issued by BSNL, Ltd., Nagpur Vide its No. DET/TP-II/NOC-5/12-13/18, Dated 18-04-2012.

THAT, accordingly it has prepared a Plan of the said Multistoreyed Building proposed to be constructed on the aforesaid Piece of land and to be collectively known and styled as "HARIHAR NAGAR" and the same is duly sanctioned and approved by the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur vide his Building Permit No. B.E.(Metro)/South/Nagpur (Rural)/Case No. MB739/2012022217/84 dated 29-8-2012.

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

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

Date: 21.11.2015
Place: Nagpur

Signature of the Advocate

ASHWIN R. PATIL
Advocate
54, Sawarkar Nagar,
Khamla Road, Nagpur-15

CHALLAN

MTR Form Number-6

MH004999386201516E	BARCODE	Date 21/11/2015-10:16:24	Form ID

...rtment	Inspector General Of Registration	Payer Details	
...of Payment	Search Fee	TAX ID (If Any)	
	Other Items	PAN No. (If Applicable)	
...e Name	NGP7_JT NAGPUR NO 7 SUB REGISTRAR	Full Name	Adv Ashwin Patil
...tion	NAGPUR		
	2015-2016 Annual From 01/04/2015 To 31/03/2016	Flat/Block No.	54
	Account Head Details / Amount In Rs	Premises/Building	
0072201	SEARCH FEE 375.00	Road/Street	Sawarkar Nagar
		Area/Locality	Nagpur
		Town/City/District	
		PIN	4 4 0 0 1 6
		Remarks (If Any)	years 2001 to 2015 Kh. Nos. 68/2, 8/3, 68/4 and 68/5 Mouza Zari Tah. Nagpur Rural Dist. Nagpur
		Amount In Words	Three Hundred Seventy Five Rupees Only
	375.00		

...nt Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
	Cheque-DD Details	Bank CIN	REF No.	00040572015112111920	IK05731180
...DD No		Date		21/11/2015-10:17:06	
...Bank		Bank-Branch		STATE BANK OF INDIA	
...Branch		Scroll No. , Date		Not Verified with Scroll	

...9822936691

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 I Non-Agricultural (Residential) Order dated 28-3-2007.
2. Copy of Agreement to sale dated 29.03.2007 for Khasra No. 68 of M/s. Hanhar Housing Agency, (Purchaser) Document not registered
3. Copy of Sale Deed for Kh. No. 68 (Now identified as Khasra No. 68/2) admeasuring 2.81 Acres dated 30.03.2007 of M/s. Hanhar Housing Agency
4. Copy of Sale Deed for Kh. No. 68 (Now identified as Khasra No. 68/3) admeasuring 5.62 Acres dated 06.07.2007 of M/s. Harihar Housing Agency
5. Copy of Sale Deed for Kh. No. 68 (Now identified as Khasra No. 68/4) admeasuring 8.43 Acres dated 13.11.2007 of M/s. Hanhar Housing Agency
6. Copy of Sale Deed dated 7-1-2008 of Milestone Buildspace Private Limited.
7. Copy of Sale Deed dated 7-4-2008 of Milestone Buildspace Private Limited.
8. Copy of Sale Deed dated 2-1-2008 of Milestone Buildspace Private Limited.
9. Copy of Development Agreement dated 27-7-2011 of N.I.T.
10. Copy of N.O.C. from Airport Authority of India dated 11-4-2012.
11. Copy of N.O.C. from BSNL Ltd., Nagpur dated 18-4-2012.
12. Copy of Building Permit and sanctioned Map dated 29-8-2012.
13. Copy of Certificate of Incorporation dated 31.07.2007 of Milestone Buildspace Pvt. Ltd. issued by Registrar companies, Maharashtra

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14. Copy of Fresh Certificate of incorporation (for change of name) dated 27.08.2009 thereby changed name of Milestone Buildspace Pvt. Ltd. to Harihar Buildspace Pvt. Ltd. issued by Registrar companies, Maharashtra
15. Copy of 7/12 Extract of Kh. No. 68/2.
16. Copy of 7/12 Extract of Kh. No. 68/3.
17. Copy of 7/12 Extract of Kh. No. 68/4.
18. Copy of 7/12 Extract of Kh. No. 68/5.
19. **Original Registered Agreement to Sell of Prospective Borrower**
20. **Original Registered 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 land bearing Kh. Nos. 68/2, 68/3, 68/4 and 68/5, having an area of 1.13 Hectares, 2.27 Hectares, 3.41 Hectares and 3.19 Hectares respectively, Rental Rs. 226.00, Rs. 454.00, Rs. 696.00 and 1024.00 respectively all held in Bhogwatdar Class-1 Rights of Mouza – ZARI, P.S.K. 73, TOGETHERWITH the entire Multistoreyed Building proposed to be constructed thereon and collectively known and styled as "HARIHAR NAGAR" ZARI, including all easementary rights appurtenant and belonging thereto, all situated at Village – ZARI in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under :-

ON THE EAST	- KHASRA NO. 58 & 59
ON THE WEST	- KHASRA NO. 23
ON THE NORTH	- KHASRA NO. 68/1
ON THE SOUTH	- KHASRA NO. 69 & 72

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 : 21.11.2015

Signature of the Advocate

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	2.	29.03.2007	Agreement to sale for Khasra No. 68 executed by (i) Smt. Vijaylaxmi Vishwanathrao Kinkhede, (ii) Smt. Sharada alias Veena Mohan Vighnay, (iii) Dr. Smt. Lata Shyam Kulkarni, (iv) Smt. Kiran Anil Deshpande, (v) Smt. Kanchan Dattatraya Khanzode, (vi) Smt. Anita Sudhir Goverdhan (Vendors) in favour of M/s. Harihar Housing Agency, (Purchaser) Document not registered	Original	Original
	3.	30.03.2007	Sale Deed for Kh. No. 68 (Now identified as Khasra No. 68/2) admeasuring 2.81 Acres executed by (i) Smt. Vijaylaxmi Vishwanathrao Kinkhede, (ii) Smt. Sharada alias Veena Mohan Vighnay, (iii) Dr. Smt. Lata Shyam Kulkarni, (iv) Smt. Kiran Anil Deshpande, (v) Smt. Kanchan Dattatraya Khanzode, (vi) Smt. Anita Sudhir Goverdhan (Sellers) in favour of M/s. Harihar Housing Agency (Purchaser), which is duly registered at the Office of the Joint Sub-Registrar, Nagpur No. 7 at Sr. No. 1964 on 30.03.2007	Original	Original
	4.	06.07.2007	Sale Deed for Kh. No. 68 (Now identified as Khasra No. 68/3) admeasuring 5.62 Acres executed by (i) Smt. Vijaylaxmi Vishwanathrao Kinkhede, (ii) Smt. Sharada alias Veena Mohan Vighnay, (iii) Dr. Smt. Lata Shyam Kulkarni, (iv) Smt. Kiran Anil Deshpande, (v) Smt. Kanchan Dattatraya Khanzode, (vi) Smt. Anita Sudhir Goverdhan (Sellers) in favour of M/s. Harihar Housing Agency (Purchaser), which is duly registered at the Office of the Joint Sub-Registrar, Nagpur No. 7 at Sr. No. 4311 on 13.11.2007	Original	Original
	5.	13.11.2007	Sale Deed for Kh. No. 68 (Now identified as Khasra No. 68/4) admeasuring 8.43 Acres executed by (i) Smt. Vijaylaxmi Vishwanathrao Kinkhede, (ii) Smt. Sharada alias Veena Mohan Vighnay, (iii) Dr. Smt. Lata Shyam Kulkarni, (iv) Smt. Kiran Anil Deshpande, (v) Smt. Kanchan Dattatraya Khanzode, (vi) Smt. Anita Sudhir Goverdhan (Sellers) in favour of M/s. Harihar Housing Agency (Purchaser), which is duly registered at the Office of the Joint Sub-Registrar, Nagpur No. 7 at Sr. No. 6580 on 14.11.2007	Original	Original
	6.	2-1-2008	Sale Deed for Kh. No. 68/2 and 68/3 executed by Harihar Infrastructure Development Corporation Limited (Seller) in favour of Milestone Buildspace Private Limited (Purchaser), which is duly registered at the Office of	Original	Original

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			the Joint Sub-Registrar, Nagpur No. 7 in Book No. 1 at Sr. No. 22 on even date		
	7.	9-01-2008	Sale Deed for Kh. No. 68/4 executed by Harihar Infrastructure Development Corporation Limited (Formerly known as M/s. Harihar Housing Agency) (Seller) in favour of Milestone Buildspace Private Limited (Purchaser), which is duly registered at the Office of the Joint Sub-Registrar, Nagpur No. 7 in Book No. 1 at Sr. No. 178 on 09.01.2008	Original	Original
	8.	7-4-2008	Sale Deed for Kh. No. 68/1 admeasuring 7.87 Acres executed by (i) Smt. Vijaylaxmi Vishwanathrao Kinkhede, (ii) Smt. Sharada alias Veena Mohan Vighnay, (iii) Dr. Smt. Lata Shyam Kulkarni, (iv) Smt. Kiran Anil Deshpande, (v) Smt. Kanchan Dattatraya Khanzode, (vi) Smt. Anita Sudhir Goverdhan (Sellers) alongwith M/s. Harihar Infrastructure Development Corporation Limited (Consentor) in favour of Milestone Buildspace Private Limited (Purchaser), which is duly registered at the Office of the Joint Sub-Registrar, Nagpur No. 7 in Book No. 1 at Sr. No. 2002 on 08.04.2008	Original	Original
	9.	26-7-2011	Development Agreement of Kh. Nos. 68/2, 68/3, 68/4 and 68/5 made between the Nagpur Improvement Trust, Nagpur and M/s. Harihar Buildspace Pvt. Ltd	Original	Original
	10.	11-4-2012	No Objection Certificate issued by Airport Authority of India, Nagpur Vide its No. NAP/ARO/N.O.C./2012/040912/019	Original	Original
	11.	18-4-2012	No Objection Certificate issued by BSNL, Ltd., Nagpur Vide its No. DET/TP-II/NOC-5/12-13/18,	Original	Original
	12.	29-8-2012	Building Permit and sanctioned Map of Kh. Nos. 68/2, 68/3, 68/4 and 68/5 sanctioned and approved by Building Engineer (Metro), Nagpur Improvement Trust, Nagpur vide his Building Permit No. B.E.(Metro)/South/Nagpur (Rural)/Case No. MB739/2012022217/84	Original	Original
	13.	31.07.2007	Certificate of incorporation of Milestone Buildspace Pvt. Ltd. issued by Registrar companies, Maharashtra	Original	Original
	14.	27.08.2009	Fresh Certificate of incorporation (for change of name) thereby changed name of Milestone Buildspace Pvt. Ltd. to Harihar Buildspace Pvt. Ltd. issued by Registrar companies, Maharashtra	Original	Original
	15.		7/12 Extract of Kh. No. 68/2	Original	Original
	16.		7/12 Extract of Kh. No. 68/3	Original	Original

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	17.		7/12 Extract of Kh. No. 68/4	Original	Original
	18.		7/12 Extract of Kh. No. 68/5	Original	Original
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;				Not applicable
	a)lease Deed is duly stamped and registered				Not applicable
	b)lessee is permitted to mortgage the Leasehold right,				Not applicable
	c)duration of the Lease/unexpired period of lease,				Not applicable
	d)if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.				Not applicable
	e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?				Not applicable
	f)Right to get renewal of the leasehold rights and nature thereof.				Not applicable
11	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;				Not applicable
	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;				Not applicable
	a)Such right is heritable and transferable,				Not applicable
	b)Mortgage can be created.				Not applicable
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				Not applicable
14	If the property has been transferred by way of Gift/Settlement Deed, whether;				Not applicable
	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				Not applicable

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	Gift/Settlement Deed or by a separated writing or by implication or by actions;	
	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?	Not applicable
16	Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will?	No
	(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?	Not applicable
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not applicable
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not applicable
18	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not applicable
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not applicable
19	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not applicable
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not applicable
	(c) If 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.	Not applicable
	(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

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	(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/marking.	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.	No
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?	No
	(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.	No
	(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).	No
	(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.	No
	(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? 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?	Not applicable
	(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?	Not applicable
	(h) The unequivocal opinion on the enforceability and validity of the	Not applicable

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	POA?	
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:	
	(a) Promoter's/Land owner's title to the land/ building;	Yes
	(b) Development Agreement/Power of Attorney;	No
	(c) Extent of authority of the Developer/builder;	Yes, Land owner itself developer hence power to mortgage and receive money.
	(d) Independent title verification of the Land and/or building in question;	Not Applicable
	(e) Agreement for sale (duly registered);	No
	(f) Payment of proper stamp duty;	No
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Not applicable
	(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, Central or State or other Local authorities or Third Party claims, Liens etc and details thereof.	Not applicable
31	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	Not applicable
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 not assessed
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, the Name of the present Land owner is mutated in all relevant records as also in the records 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;	Property is under construction Hence bills are not

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	(c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	available
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.)	Yes
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.	**To obtain ROC Search**
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Prospectve buyer / borrower

THAT, ALL THOSE Pieces and Parcel of Agricultural lands bearing Kh. Nos. 15/1 and 15/2 (New Kh. No. 68), having an area of 18.2 ½ Acres and 10.12 Acres respectively, thus totalling 24.14 Acres Both situated at Village – ZARI, P.S.K. 73 in Tahsil – Nagpur (Rural) and District – NAGPUR, Originally belonged to Shri Vishwanath Kinkhede, being his separate ancestral property.

THAT, consequent upon the death of Shri Vishwanath S/o Shri Madhavrao Kinkhede the aforesaid property comprising Kh. Nos. 15/1 having an area of 18.2 ½ Acres and Kh. No. 15/2 having an area of 10.12 Acres (New Kh. No. 68), thus totalling 28.14 Acres devolved upon his Widow Smt. Vijayalaxmi and 5 married daughters namely (i) Smt. Sharda Alias Veena Wd/o Late Shri Mohan Vighne, (ii) Mrs. Lata W/o Shyam Kulkarni, (iii) Mrs. Kiran W/o Anil Deshpande, (iv) Mrs. Kanchan W/o Dattatraya Khanzode and (v) Mrs. Anita W/o Sudhakar Goverdhan jointly by way of intestate succession, being the only legal heirs of the deceased.

THAT, the aforesaid entire land bearing Survey No. 68 is converted into Occupation Class-I Rights in terms of the Order passed by the Residence Deputy Collector, Nagpur in Revenue Case No. 839/NAP-34/2006-2007 Dated 28-3-2007.

THAT, the aforesaid entire land comprising Kh. Nos. 68/2, 68/3, 68/4 and 68/5 (Old No. 68) of Mouza – Zari is converted for Non-Agricultural (Residential) Use by the Collector, Nagpur vide his Order dated 28-3-2007 passed in Revenue Case No. 839/NAP-34/2006-2007 of Mouza – Zari.

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THAT, the aforesaid Smt. Vijayalaxmi Vishwanath Kinkhede and 5 others lateron by an Agreement dated 29-3-2007 has agreed to sell the aforesaid entire property comprising Kh. No. 68 (Old Kh. Nos. 15/1 and 15/2) having an area of 28.14 Acres, Rental Rs. 9.00 and Rs. 6.50 respectively, held in Bhogwatdar Class-2 Rights of Mouza 0 Zari in Tahsil – Nagpur (Rural) and District – NAGPUR to M/s. Harihar Housing Agency, a Partnership Firm having its Office at G-3, Amar Palace, Near BJP Office, Opposite Patwardhan Ground, Chantoli, Nagpur upon the several terms and conditions contained therein.

THAT, by the same Agreement they further specifically agreed to execute a Sale Deed or various Sale Deeds regarding the said property in favour of the said M/s. Harihar Housing Agency or the nominee(s) appointed by it.

THAT, the aforesaid Smt. Vijayalaxmi Vishwanath Kinkhede and 5 others lateron jointly transferred a Piece of land having an area of 2.81 Acres (OR 1.13 Hectors) comprising the South-West Portion of Kh. No. 68 (Old Nos. 15/1 and 15/2) (Now identified as Kh. No. 68/2) having a total area of 11.40 Hectors, Rental Rs. 14.05 held in Bhogwatdar Class-1 Rights of Mouza – Zari, by way of Sale to M/s. Harihar Housing Agency, by a Sale Deed dated 30-3-2007, which is duly Registered at the Office of the Joint Sub-Registrar-7, Nagpur City in Book No. 1 at Sr. No. 1964 on even date.

THAT, in the like manner the said Smt. Vijayalaxmi Vishwanath Kinkhede and 5 others lateron in their turn also further jointly transferred a Piece of land having an area of 5.62 Acres (OR 2.274 Hectors) Acres comprising the South-West Portion of Kh. No. 68/1 (Old No. 68) of Mouza – Zari, (Now identified as Kh. No. 68/3) by way of sale to M/s. Harihar Housing Agency, by a Sale Deed dated 6-7-2007, which is also duly registered in the Office of the Joint Sub-Registrar-7, Nagpur City in Book No. 1 at Sr. No. 4311 on even date. As a result therefore the said M/s. Harihar Housing Agency has become an exclusive, absolute and full Owner of the said land having an area of 8.43 Acres (OR 3.41 Hectares) comprising the SOUTH-WEST PORTION of the said Kh. No. 68/1 of Mouza – Zari in Tahsil – Nagpur (Rural) and District – NAGPUR, with heritable and transferable rights therein.

THAT, in the like manner the said Smt. Vijayalaxmi Vishwanath Kinkhede and 5 others lateron in their turn also further jointly transferred a Piece of land having an area of 8.43 Acres being the South-East Portion of the entire land bearing kh. No. 68/1 having an area of 19.71 Acres, Rental Rs. 9.00, held in Bhogwatdar Class-1 Rioghts of Mouza – ZARI (Now identified as Kh. No. 68/4), P.S.K. 73 Togetherwith all Trees, shrubs, passage, right of way, path ways, water courses and all other easementary rights appurtenant and belonging thereto, situated at Village – Zari in Tahsil – Nagpur (Rural) and District – NAGPUR, by way of Sale to M/s. Harihar Housing Agency, by a Sale Deed dated 13-11-2007, which is duly registered in the Office of the Joint Sub-Registrar-7, Nagpur City in Book No. 1 at Sr. No. 6560 on 14-11-2007. As a result therefore the said M/s. Harihar Housing Agency has become an exclusive, absolute and full Owner of the said land having an area of 16.86 Acres (OR 6.82 Hectors) comprising the Kh. Nos. 68/2, 68/3 and 68/4 of Mouza – Zari in Tahsil – Nagpur (Rural) and District – NAGPUR with heritable and transferable rights therein. The remaining land having an area of 4.58 Hectors (OR 11.28 Acres) is retained by the aforesaid Smt. Vijayalaxmi Vishwanath Kinkhede and 5 others.

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