

	the Major Coparceners have no objection / join in execution, minor's share if any, rights of female members etc.	
18. 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.
19. b)	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable.
19. c)	If so additional precautions / permissions to be obtained for creation of valid mortgage?	Not Applicable.
19. 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.
20. 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.
20. c)	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	As per N. A. Order Dated 12-12-2012.
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, Coastal Zone Regulations, Environmental Clearance, etc.).	No.
22. a)	Whether the property is subject to any pending or proposed land acquisition proceedings?	Not Applicable.
22. b)	Whether any search / enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry.	Not Applicable.
23. a)	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Not Applicable.
23. 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.
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.	No.
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	The said property belongs to M/s Pyramid Arcades Pvt. Ltd. therefore BOD resolution at the time of execution of Sale Deed in favour of Prospective Purchasers / Buyers will be required

	documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association / provision for common seal etc.	and search of ROC is required.
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?	Not Applicable.
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.	Not Applicable.
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).	Not Applicable.
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.	Not Applicable.
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?)	Not Applicable.
27. g)	Please comment on the genuineness of POA?	Not Applicable.
27. h)	The unequivocal opinion on the enforceability and validity of the POA?	Not Applicable.
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:	The property is flat / apartments / shops / row houses which are for Residential / Commercial purposes.
29. a)	Promoter's / Land owner's title to the land / building;	Present land owner M/s Pyramid Arcades Pvt. Ltd. having title to the land and buildings to be constructed thereon.
29. b)	Development Agreement / Power of Attorney;	Not Applicable.
29. c)	Extent of authority of the Developer /	M/s Pyramid Arcades Pvt. Ltd.

(i)	builder;	
(ii)	Extent of authority to receive and collect sale consideration or sale proceeds from prospective Buyers / purchaser.	To M/s Pyramid Arcades Pvt. Ltd.
29. d)	Independent title verification of the Land and / or building in question;	No.
29. e)	Agreement for sale (duly registered);	To be executed by Owner i.e. M/s Pyramid Arcades Pvt. Ltd. in favour of Prospective Purchasers.
29. f)	Payment of proper stamp duty;	To be paid as per Agreement.
29. g)	Requirement of registration of sale agreement, development agreement, POA, etc.;	Yes, Sale Agreement in favour of Prospective Purchasers is required to be registered as the Building is under construction.
29. h)	Approval of building plan, permission of appropriate / local authority, etc.;	For Construction of building to be known and styled as "PYRAMID CITY - V" Approval of building plan, permission of appropriate / local authority has been obtained by Owner.
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.;	Has been obtained by M/s Pyramid Arcades Pvt. Ltd.
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 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?	The present Owner has paid property tax and land revenue or other statutory dues are paid up to 2014.
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 Owner has mutated his name on the Record of 7/12 Extract, Grampanchayat Pipla for Khasra No. 156/3, 156/4 and 156/5.
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?	Yes.
36. b)	Whether the demarcation / partition of the property are legally valid?	Yes, demarcation of the plots as per Sanctioned Layout Plan.
36. c)	Whether the property has clear access as per documents?	Yes.
37.	Whether the property can be identified	That, the property can be identified from the

	from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?	following documents
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.	Grampanchayat Tax Receipt Dated 13-02-2014.
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.)	Sanctioned Plan Dated 03-02-2014 is made available and description and boundaries of the property on the said document and that in the title deeds are tallies 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.	Not Applicable.
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.	Not applicable.
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.	After execution of Sale Deed of Apartment/s in favour of Prospective Purchasers charge to be noted on the record of 7/12 Extract of Pipla for safeguarding the interest of the 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: 18-05-2014

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 -:

- 1) THAT, ALL THAT Piece and parcel of Agricultural land bearing Kh./Survey No. 33 (Old)156 (New), having an area of 6.12 Hectares, Rental Rs. 22.75, held in Bhogwatdar Class-1 Rights of Mouza - PIPLA, P.S.K. 38, Mouza No. 256, Thak No. 389, including all types of shrubs, Trees, passage, right of way, path ways, water courses and all other easementary rights appurtenant and belonging thereto, situated at Village - PIPLA, in Tahsil - NAGPUR (RURAL) and District - NAGPUR, Originally belonged to (1) Shri Bala S/o Ajabrao Bhoyar and (2) Shri Ramesh S/o Ajabrao Bhoyar jointly, being their separate and self acquired property, having purchased the same by them jointly from Shri Haribhau S/o Zadbaji Bhende and others by virtue of Sale Deed Dated 10-05-1974, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur-1, in Book No. 1, at Serial No. 2355 on even date.
- 2) THAT, the aforesaid Shri Bala Ajabrao Bhoyar and Shri Ramesh Ajabrao Bhoyar lateron jointly transferred a Piece of Agricultural land having an area of 0.80 Hectare (OR 2.00 Acres) out of the aforesaid Kh. No. 156 by way of sale to Shri Vilas S/o Prabhakarrao Bhusari, by virtue of Sale Deed Dated 03-10-2001, which is duly registered in the Office of the Sub-Registrar, Nagpur Rural - 10, in Book No. 1, at Serial No. 1245 on even date. The said property has renumbered as Kh./Survey No. 156/3.
- 3) THAT, the aforesaid Shri Bala Ajabrao Bhoyar and Shri Ramesh Ajabrao Bhoyar further jointly transferred a Piece of Agricultural land having an area of 0.81 Hectare (OR 2.00 Acres) comprising the Southern Portion out of the aforesaid Kh. No. 156 by way of sale to Shri Pankaj S/o Prabhakarrao Bhusari, by virtue of Sale Deed Dated 18-10-2002, which is duly registered in the Office of the Sub-Registrar, Nagpur Rural - 10, in Book No. 1, at Serial No. 6001 on even date. The said property has renumbered as Kh./Survey No. 156/5.
- 4) THAT, in the like manner the aforesaid Shri Bala Ajabrao Bhoyar and Shri Ramesh Ajabrao Bhoyar lateron in their turn jointly transferred the remaining Piece of Agricultural land having an area of 0.91 Hectare (OR 2.25 Acres) out of the aforesaid Kh. No. 156 by way of sale to (1) Shri Sandeep S/o Prabhakarrao Bhusari, (2) Mrs. Smita W/o Vilas Bhusari and (3) Mrs. Renuka W/o Pankaj Bhusari, jointly by virtue of Sale Deed Dated 03-12-2003, which is duly registered in the Office of the Sub-Registrar, Nagpur Rural - 10, in Book No. 1, at Serial No. 4874 on even date. The said property has renumbered as Kh./Survey No. 156/4.
- 5) THAT, the then Owners namely (1) Shri Vilas Prabhakarrao Bhusari, (2) Shri Sandeep Prabhakarrao Bhusari, (3) Mrs. Smita Vilas Bhusari, (4) Mrs. Renuka Pankaj Bhusari and (5) Shri Pankaj Prabhakarrao Bhusari later on amalgamated their aforesaid respective Pieces of Agricultural single unit by executing a Deed of Amalgamation Dated 16-10-2007, and the said Deed is duly registered in the Office of the Joint Sub-Registrar, Nagpur No. 7, in Book No. 1, at Serial No. 5976. And after executed the said Deed of Amalgamation, the area of the entire land became 2.52 Hectares.

- 6) THAT, That, as per Govt. notification Dated 18-08-2010, the Khasra/Survey No. 128, 129, 131 to 135, 139, 141, 145 to 147, 154 to 156 of Mouza – Pipla, Tahsil Nagpur Gramin, Dist. Nagpur, is deleted from Symbolic National Park in no-development zone and land so released is included in Residential Zone as per condition mentioned therein.
- 7) That, the aforesaid land is covered by Nagpur Metropolitan Area, declared by Govt., vide Notification No. TPS-1855/1199/CR-80/95/UD-13 Dated 23-07-1999 and Subsequent Notification No. TPS/2409/2890/CR-356/05/UD-9 Dated 31-08-2010 by which, N.I.T. has been appointed as special planning authority for the said area.
- 8) THAT, the aforesaid (1) Shri Vilas Prabhakarrrao Bhusari, (2) Shri Prabhakarrrao Bhusari, (3) Mrs. Smita Vilas Bhusari, (4) Mrs. Renuka Pankaj Bhusari and (5) Shri Pankaj Prabhakarrrao Bhusari lateron transferred 0.81 Hectare of land o said total extent of 2.52 Hectares of land by way of sale to (i) Shri. R. Bhagwantrao R. Narayanrao, (ii) Shri. K. Vasant Reddy S/o Deva Reddy, jointly by virtue of **Sale Deed Dated 27-03-2008**, which is duly registered in the Office of the Sub-Registrar, Nagpur-7, in Book No. 1, at Serial No. 1732 on even date. As a result therefore the aforesaid Shri Vilas Prabhakarrrao Bhusari and 4 others became the Joint/Co-Owners of the remaining Amalgamated 1.71 Hectares, situated at Village - Pipla in Tahsil - Nagpur (Rural) and District - Nagpur, with heritable and transferable rights therein and the same was accordingly mutated their joint names in all relevant records and also on 7/12 extract.
- 9) THAT, by an Agreement the aforesaid (1) Shri Vilas Prabhakarrrao Bhusari, Sandeep Prabhakarrrao Bhusari, (3) Mrs. Smita Vilas Bhusari, (4) Mrs. Renuka Bhusari and (5) Shri Pankaj Prabhakarrrao Bhusari have jointly agreed to s aforesaid property bearing Kh. No. 156/3, 4, 5 having an area of 1.71 Hectares, Village - Pipla in Tahsil - Nagpur (Rural) and District - Nagpur to Shri Sunil Charandas Somkumar upon the several terms and conditions contained therein. By Agreement they have further specifically agreed to execute a Sale Deed relating aforesaid property either in favour of Shri Sunil Charandas Somkumar or the nominee(s) appointed by him.
- 10) THAT, the aforesaid Shri Sunil Charandas Somkumar lateron dropped the purchasing the said property and he has further requested to Shri Vilas Prabhakarrrao Bhusari and 4 others to execute a proper Sale respect of the aforesaid property in favour of M/s Pyramid Arcades Private Limited being his nominee.
- 11) THAT, considering the request of Shri Sunil Charandas Somkumar and M/s Pyramid Arcades Private Limited being his nominee, then the Owners namely (1) Shri Vilas Prabhakarrrao Bhusari, (2) Shri Prabhakarrrao Bhusari, (3) Mrs. Smita Vilas Bhusari, (4) Mrs. Renuka Pankaj Bf (5) Shri Pankaj Prabhakarrrao Bhusari lateron jointly transferred/sold the aforesaid land by way of sale to **M/s Pyramid Arcades Private Limited**, through its directors (1) **Shri. Pradip S/o Dinkar Tatawar**, (2) **Shri. Gunwant S/o Sudamrao Deopare**, (3) **Mrs. Sandhya W/o Sanjay Gosavi**, (4) **Shri. Sunil S/o Charandas Somkumar** and (5) **Shri. Yogendra S/o Ratan Kashyap** by virtue of **Sale Deed Dated 07-06-2012**, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur Rural No. 7, in Book No. 1, at Serial No. 3029 as on even date. The said Sale Deed is also duly signed by Shri Sunil Charandas Somkumar in the capacity of Consentor.
- 12) As a result therefore **M/s Pyramid Arcades Private Limited**, through its directors (1) **Shri. Pradip S/o Dinkar Tatawar**, (2) **Shri. Gunwant S/o Sudamrao Deopare**, (3) **Mrs. Sandhya**