MRS. SEEMA SANJAY SAHASRABUDDHE
Advocate & Notary
(Advocate Reg. No. MAH/367/1989)
(Notary Reg. No. 3869)

Plot No.41, Sahasrabuddhe Layout,
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"Annexure - B"

TITLE INVESTIGATION REPORT

1.a)	Name of the Branch / Business Unit / Office seeking opinion.	**State Bank of India, Industrial Finance Branch, Bharat Nagar, Nagpur.**
1.b)	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Dated 29-11-2016
1.c)	Name of the Borrower	**M/s. SHRI KEDARESHWAR BUILDERS AND DEVELOPERS PVT. LTD., through its Directors** (1) **SHRI. MADHAV S/O WAMANRAO DESHPANDE,** Aged 56 Years, Occupation – Business, Resident of Hingna Road, Nagpur, Tahsil and District – Nagpur and (2) **SHRI. ABHIJIT S/O BAPURAOJI DUDHANE,** Aged 40 years, Occupation – Business, Resident of M-4, Tatya Tope Nagar, Nagpur, Tahsil and District – Nagpur. Registered Address: Plot No. 10, B NO. FS1, Rohera Business Centre, Ajni Square, Wardha Road, Nagpur, And having its Corporate office at SHREERATH, 5 & 6, Sai Nagar, Hingna Road, Nagpur. Ph.-0712-2223930, 2251222, 2224285 E-mail : kedareshwarbuilder@yahoo.com
2.a)	Name of the unit / concern / company / person offering the property / (ies) as security.	**M/s. SHRI KEDARESHWAR BUILDERS AND DEVELOPERS through its Partners Shri. Madhav S/o Wamanrao Deshpande Shri. Abhijit S/o Bapuraoji Dudhane** and is offering the property as security.
2.b)	Constitution of the unit / concern / person / body / authority offering the property for creation of charge.	**M/s. SHRI KEDARESHWAR BUILDERS AND DEVELOPERS through its Partners Shri. Madhav S/o Wamanrao Deshpande Shri. Abhijit S/o Bapuraoji Dudhane** is offering the property for creation of charge.
2.c)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As Applicants or Borrowers
3.	Complete or full description of the immovable property / (ies) offered as security including the following details	ALL THAT piece and parcel bearing **Plot No. 4, admeasuring area 2311.044 Sq. Mt. or 24876.07 Sq. Ft.** being a part and portion of entire land bearing **Khasra No. 78, 166, 167 and 168** of **MOUZA - JAITALA, P.H. No. 44,** having **City Survey No. 648 and 489, Sheet No. 44 (572) and 37 (571),** in **Ward No. 74,** situated at Jaitala, Nagpur, within the limits of Nagpur Municipal Corporation, Tahsil and District Nagpur.
3.a)	Survey No.	**City Survey No. 648 and 489, Sheet No. 44 (572) and 37 (571)**
3.b)	Door / House No. (in case of house property)	Yet to Apply
3.c)	Extent/ area including plinth / built up area in case of house property	Open Plot
d)	Locations like name of the place, village, city, registration, sub-district etc. & Boundaries	ALL THAT piece and parcel bearing **Plot No. 4, admeasuring area 2311.044 Sq. Mt. or 24876.07 Sq. Ft.** being a part and portion of entire land bearing **Khasra No. 78, 166, 167 and 168** of **MOUZA - JAITALA, P.H. No. 44,** having **City Survey No. 648 and 489, Sheet No. 44 (572) and 37 (571),** in **Ward No. 74,** situated at Jaitala, Nagpur, within the limits of Nagpur Municipal Corporation, Tahsil and District Nagpur and bounded as under: - ON THE EAST – BY 18.00 MT. WIDE ROAD ON THE WEST – BY PLOT NO 3 ON THE NORTH – BY 9.00 MT. WIDE ROAD ON THE SOUTH – BY PLOT NO 5

ADVOCATE

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4.a)	Particulars of the documents scrutinized - serially and chronologically		Particulars of the documents scrutinized as follows	
Sr. No.	**Date**	**Name / Nature of Document**	**Original / Certified Copy / Certified Extract / Photocopy etc.**	**In case of copies, whether the original was scrutinized by the Advocate**
1.	16-12-1966	Will Deed of Pandurang Janardhan Dhabe bearing Serial No. 4005	Copy	Copy was scrutinized
2.	01-02-1983	Death Certificate of Pandurang Janardhan Dhabe	Copy	Copy was scrutinized
3.	02-04-1969	Will Dated 28-03-1969 of Shri Nilkant Sadashivrao Dhabe bearing Serial No. 877	Copy	Copy was scrutinized
4.	19-10-1972	Death Certificate of Shri Nilkant Sadashiv Dhabe	Copy	Copy was scrutinized
5.	19-04-1972	Will executed by Shri Purushottam Janardhan Dhabe	Copy	Copy was scrutinized
6.	01-02-1983	Death Certificate of Purushottam Dhabe	Copy	Copy was scrutinized
7.	10-05-1980	Release Deed bearing Serial No. 1314	Copy	Copy was scrutinized
8.	11-07-2006	Special Power of Attorney executed by Shri Mukund Purushottam Dhabe and others in favour Adv Suchita Sanjay Dehadrai bearing Serial No. 3394	Copy	Copy was scrutinized
9.	06-11-2007	Deed of Correction to Special Power of Attorney Dated 11-07-2006 bearing Serial No. 6373	Copy	Copy was scrutinized
10.	06-11-2007	Agreement of Development and Sale executed by Shri Mukund Purushottam Dabhe and Others	Copy	Original was scrutinized
11.	06-11-2007	Power of Attorney bearing Serial No. 6375	Copy	Original was scrutinized
12.	23-10-2009	Supplementary Agreement	Copy	Original was scrutinized
13.	30-11-2009	Deed of Relinquishment bearing Serial No 4709	Copy	Copy was scrutinized
14.	01-12-2009	Deed of Relinquishment bearing Serial No. 4729	Copy	Copy was scrutinized
15.	15-12-2009	Death Certificate of Shri. Mukund Purushottam Dabhe	Copy	Copy was scrutinized
16.	07-09-2010	Order declaring ownership passed by Tahsildar, Nagpur	Copy	Copy was scrutinized
17.	22-09-2010	Deed of Confirmation	Copy	Original was scrutinized
18.	22-09-2010	Deed of Relinquishment bearing Serial No. 4606	Copy	Copy was scrutinized
19.	08-02-2011	Plaint of Special Civil Suit No. 705 of 2005 along with Order of Dismissed as Withdrawn	Copy	Certified Copy was scrutinized
20.	13-04-2011	Irrevocable Power of Attorney bearing Serial No. 2276	Copy	Original was scrutinized
21.	17-05-2012	Certificate of Purchase U/Sec 43 of the Bombay Tenancy and Agriculture Lands (Vidarbha Region) Act, 1958	Copy	Original was scrutinized
22.	07-06-2012	Order issued by S.D.O for Sale of Khasra No. 78, 166, 167 and 168	Copy	Original was scrutinized
23.	11-06-2012	Order issued by S.D.O for Purchase of Khasra No. 78, 166, 167 and 168	Copy	Original was scrutinized
24.	11-06-2012	Order issued by Tahsildar Nagpur (City)	Copy	Original was scrutinized
25.	11-12-2012	Sale Deed bearing Serial No. 6227	Copy	Original was scrutinized
26.	16-01-2013	NOC for Height Clearance Only issued by Airports Authority of India	Copy	Original was scrutinized
27.	04-05-2013	In Principal Sanction of Layout Plan	Copy	Original was scrutinized
28.	04-06-2013	Non Agriculture Order of Khasra No. 166,167,168	Copy	Original was scrutinized

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29	04-06-2013	Non Agriculture Order of Khasra No. 78	Copy	Original was scrutinized
30	17-07-2013	Agreement executed between Nagpur Municipal Corporation and M/s. Shri Kedareshwar Builders and Developers	Copy	Copy was scrutinized
31	23-07-2013	Letter issued by Asst. Director, Town Planning Department, NMC, Nagpur for Sanction of Layout in Khasra No. 78, 166, 167 and 168	Copy	Orginal was scrutinized
32	10-10-2013	Akhiv Patrika for City Survey No. 648 (for Khasra no. 166, 167 and 168)	Copy	Certified Copy was scrutinized
33	19-07-2007	Deed of Partnership	Copy	Original was scrutinized
34	07-08-2007	Certificate of Registration of M/s Shri. Kedareshwar Builders and Developers	Copy	Original was scrutinized
35	10-12-2016	Akhiv Patrika for City Survey No. 648 (for Khasra no. 166, 167 and 168)	Copy	Online Copy was scrutinized

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.)	Yes, Certified Copy of Title document available and obtained which is verified from Original from Sub Registrar Office
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?	Yes.
6.b)	If such online / computer records are available, whether any verification or cross checking are made and the comments / findings in this regard.	Verification or cross checking are made in the office of Sub Registrar Nagpur and the title of the property found genuine.
6.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?	No.
7.a)	Property offered as security falls within the jurisdiction of which sub-registrar office?	Property offered as security falls within the jurisdiction in the office of Sub-Registrar Nagpur 1 to 6 and 8, 9.
7.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?	In the office of Sub-Registrar Nagpur.
7.c)	Whether search has been made at all the offices named at (b) above?	Yes.
7.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. In case of property offered as security for loans of Rs.1.00 Crore and above, search of title / encumbrances for a period of not less than 30 years is mandatory.(Separate Sheets may be used)	Chain of Title from the Mother Deed to the latest title deed is annexed herewith as "Annexure-1".

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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.)	Title of the intended Mortgagor over the Property is Ownership Rights.
10.	If leasehold, whether;	Not Applicable.
10. a)	Lease Deed is duly stamped and registered	Not Applicable.
10. b)	Lessee is permitted to mortgage the Leasehold right.	Not Applicable.
10. c)	Duration of the Lease / unexpired period of lease	Not Applicable.
10. 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.
10. d)	Whether the leasehold rights permits for the creation of any Superstructure (if applicable)?	Not Applicable.
10. e)	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.
11. a)	Grant / agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not Applicable.
11. b)	The mortgagor is competent to create charge on such property.	Not Applicable.
11. c)	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.
12. a)	Such right is heritable and transferable.	Not Applicable.
12. b)	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.
14.a)	The Gift / Settlement Deed is duly stamped and registered;	Not Applicable.
14. b)	The Gift / Settlement Deed has been attested by two witnesses;	Not Applicable.
14. c)	The Gift / Settlement Deed transfers the property to Donee;	Not Applicable.
14. 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.
14. e)	Whether there is any restriction on the Donor in executing the gift / settlement deed in question;	Not Applicable.
14. f)	Whether the Donee is in possession of the gifted property;	Not Applicable.
14. 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.
14. 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.	Not Applicable.
15. b)	Whether mutation has been effected and	Not Applicable.

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	whether the mortgagor is in possession and enjoyment of his share.	
15. c)	Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	Not Applicable.
15. 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.	Not Applicable.
15.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?	Yes.
16. a)	In case of wills, whether the will is registered will or unregistered will?	Yes, title document contains both registered and unregistered wills.
16. b)	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable.
16. c)	Whether the property is mutated on the basis of will?	Not Applicable.
16. d)	Whether the original will is available?	No, but copies are available.
16. e)	Whether the original death certificate of the testator is available?	No, but copies are available.
16. 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.)	Although the Wills were the last and final will of the respective testators, their legal heirs had raised a dispute over the share and interest in the aforesaid Khasra No. 78, 166, 167 and 168. Also, Special Civil Suit No. 705 of 2005 was filed by Shri. Mukund Purushottam Dhabe and others versus Shri. Manohar Mulmule and others which was disposed off as withdrawn on 08-02-2011. That, M/s Shri. Kedareshwar Builders and Developers had intervened in the said dispute and through mediation settled the same which can be observed by virtue of specific noting in the title documents such as Release and / or Relinquishment Deeds executed with respect to the said Khasra No. 78, 166, 167 and 168. As on date, no legal dispute pertains to the said property.
17. a)	Whether the property is subject to any WAKF rights?	Not Applicable.
17. 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.
17. 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.
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	Not Applicable.

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	Agricultural land and whether there are any restrictions for creation / enforcement of mortgage	
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. Orders Dated 04-06-2013.
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?	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?	That, Special Civil Suit No. 795 of 2005 was filed by Shri. Mukund Purushottam Dhabe and others versus Shri. Manohar Mulmule and others for share and interest in Khasra No. 78, 166, 167 and 168. The said suit was disposed off as withdrawn on 08-02-2011. As on date, no legal dispute pertains to the said property and the same has concluded.
23. b)	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No.
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.	Yes.
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.	Yes.
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.	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?	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.

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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, Special Power of Attorney Dated 11-07-2006 and Deed of Correction Dated 06-11-2007 to Special Power of Attorney Dated 11-07-2006.
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.	No.
27. 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?	Original POA are with Previous Owners.
ii)	Whether the POA is a registered one?	Yes.
iii)	Whether the POA is a special or general one?	Special POA.
iv)	Whether the POA contains a specific authority for execution of title document in question?	Yes.
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?	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 Residential Open Plot.
29. a)	Promoter's / Land owner's title to the land / building;	Present Owner **M/s. SHRI KEDARESHWAR BUILDERS AND DEVELOPERS** is through its **Partners Shri. Madhav S/o Wamanrao Deshpande Shri. Abhijit S/o Bapuraoji Dudhane** having title to the Plot land.
29. b)	Development Agreement / Power of Attorney;	Not Applicable.
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;	No.
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.;	Not Applicable.
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.

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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.	Yes, property is a vacant land and lay-out is already sanctioned layout.
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.	Nil.
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.	1987-2016.
32.	Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy?	No, the present owner is yet to apply.
33.a)	Urban land ceiling clearence, 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 **M/s. SHRI KEDARESHWAR BUILDERS AND DEVELOPERS through its Partners Shri. Madhav S/o Wamanrao Deshpande Shri. Abhijit S/o Bapuraoji Dudhane** has mutated their name on the records of City Survey Office Nagpur No.3 and is yet to mutate on the record of NMC.
35.	Whether the name of mortgagor is reflected as owner in the revenue / Municipal / Village records?	Yes.
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?	That, the property can be identified from the Sanctioned Layout Plan.
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.	Not Applicable.
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	Layout Sanctioned Plan Dated 23-07-2013 is made available and description in the said document and in the title deeds tally with each other.

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	preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	
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.	As the Title Deed i.e. Sale Deed Dated 11-12-2012 of the Present Owner is for the entire Khasra No. 78, 106, 107 and 108, specific Title Deed for Plot No. 4 is unavailable as it subsequently became the part and parcel of the Sanctioned Layout of the said Khasra; therefore Registered Mortgage to be executed in favour of Bank which will safeguard of interest of bank.
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.	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.	**M/s. SHRI KEDARESHWAR BUILDERS AND DEVELOPERS through its Partners Shri. Madhav S/o Wamanrao Deshpande Shri. Abhijit S/o Bapuraoji Dudhane** is required to create mortgage / to deposit documents creating mortgage.

Place: Nagpur
Date: 10-12-2016

Mrs. Seema S. Sahasrabuddhe
Advocate & Notary

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MRS. SEEMA SANJAY SAHASRABUDDHE
Advocate & Notary
(Advocate Reg. No. MAH/367/1989)
(Notary Reg. No. 3669)

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"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 parcel of land bearing Khasra No. 78 admeasuring 0.39 Hectares and land bearing Khasra No. 166, 167 and 168 admeasuring 7.29 Hectares situated at Mouza - Jaitala, P.S.K. No. 44, in Tahsil and District Nagpur originally belonged to (i) Kuwar Pratapsingh S/o Raje Laxmanrao Bhosle (ii) Kuwar Ajitsingh S/o Raje Laxmanrao Bhonsle (iii) Kumar Vijaysingh S/o Raje Laxmanrao Bhonsle and (iv) Kuwar Tejsingh S/o Raje Laxmanrao Bhonsle.

b) That, the aforesaid Khasra No. 78, 166, 167 and 168, **Shri. Janardhan Dhabe** and his forefathers were in cultivating possession of said agricultural lands for several years and hence under the provision of Section 115 of the Madhya Pradesh Land Revenue Code,1954 as it was then applicable in the Central procedure as the entire Nagpur District fell in the C.P. & Berar region of the State of Madhya Pradesh, the tenancy right of Shri. Janardhan Dhabe in the said property was fixed as 'Mourshi Kul' which position was duly recorded in the Adhikar Abhilekh record.

c) That, consequent upon the death of the said Shri Janardhan Dhabe, the above said property come into the actual physical possession of (i) **Shri Purushottam Janardhan Dhabe** (ii) **Shri Pandurang Janardhan Dhabe**; and (iii) **Nilkanth Sadashiv Dhabe**, the tenants of the said lands under 'Mourshi Kul'.

d) That, during this life time **Shri. Pandurang Janardhan Dhabe** executed his Last Will and Testament on 16-12-1966, which is duly registered in the office of Sub-Registrar, Nagpur City, in Additional Book No.3, at Serial No. 4005 and **Shri Nilkanth Sadashiv Dhabe** executed his Last Will and Testament Dated 28-3-1969 which was duly registered on 02-04-1969 in the office of Sub-Registrar, Nagpur City, in Additional Book No.3, at Serial No. 877. By virtue of the said Last Will and Testaments executed by **Shri. Pandurang Janardhan Dhabe** and **Shri Nilkanth Sadashiv Dhabe** respectively, they bequeathed their share in the above said property to **Shri. Purushottam Janardhan Dhabe** absolutely with heritable and transferable rights therein.

e) That, Shri. Pandurang Janardhan Dhabe, left for heavenly abode on 16-12-1966 and Shri Nilkanth Sadashiv Dhabe, left for heavenly abode on 17-09-1972 and consequent upon their demise, the Last Will and Testament on 16-12-1966 and Last Will and Testament Dated 28-3-1969 which was duly registered on 02-04-1969, respectively, came into force and **Shri Purushottam Janardhan Dhabe** became the 'Mourshi Kul' of the aforesaid entire property with heritable and transferable rights therein.

f) That, during his lifetime **Shri. Purushottam Janardhan Dhabe** had executed his Last Will and Testament on 19-04-1972 and bequeathed the aforesaid entire property to his 3 Sons namely **Shri. Mukund Purushottam Dhabe**, **Shri. Madhukar Purushottam Dhabe** and **Shri. Prabhakar Purushottam Dhabe** absolutely forever with heritable and transferable rights therein to the exclusion of his other legal heirs. As per the said Last Will and Testament on 19-04-1972, the right of enjoyment of property during her life time only was given to the unmarried daughter namely **Miss. Saral Dhabe**.

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g) That, **Shri. Purushottam Janardhan Dhabe** left for heavenly abode on 24-02-1973 leaving behind 3 Sons namely **Shri. Mukund Purushottam Dhabe, Shri. Madhukar Purushottam Dhabe** and **Shri. Prabhakar Purushottam Dhabe** and daughter namely **Miss. Saral Purushottam Dhabe**, as well as, married daughters **Smt. Vijaya @ Pushpa w/o Vithalrao Handiakar, Smt. Sumati w/o Gajanan Mulmule, Smt. Vimal Gangadhar Dehadrai** as his legal heirs of the said property.

h) That, the daughter of **Late Shri. Purushottam Janardhan Dhabe**, namely, **Smt. Vimal W/o Gangadhar Dehadrai**, also passed away on 24-12-1978, leaving behind her legal heirs, namely **Smt. Ujjawal wd/o Tukaram Joshi, Shri Ashok Gangadhar Dehadrai, Smt. Jayashree wd/o Kamlakar Agnihotri, Smt. Archana @ Sandya W/o Sharad Angal, Smt. Deepa W/o Prakash Joshi** and **Dr. Sanjay Gangadhar Dehadrai.**

i) That, the daughter of **Late Shri. Purushottam Janardhan Dhabe**, namely, **Smt. Sumati w/o Gajanan Mulmule** left for heavenly abode on 12-06-1996, leaving behind her legal heirs Sons namely **Dr. Manohar Gajanan Mulmule, Shri. Prakash Gajanan Mulmule, Shri. Pramod Gajanan Mulmule** and married daughters namely **Smt. Mangala Arun Deshpande, Smt. Shubhangi Shashikant Pathak, Smt. Nandita Anand Palekar, AND Legal Heirs of Late Smt. Usha Manohar Kulkarni (who is the married daughter of Smt. Sumati w/o Gajanan Mulmule)** namely **Sons Shri. Sandeep Manohar Kulkarni and Shri. Subodh Manohar Kulkarni and Shri. Sameer Manohar Kulkarni** and married Daughters namely **Smt. Sunanda Shrikant Dhoke, Smt. Sujata Rajiv Raijada, AND Legal Heirs of Late Smt. Kunda @ Vinaya Vidyadhar Balkundi (who is the married daughter of Smt. Sumati w/o Gajanan Mulmule)** namely Son **Shri. Ajay Vidyadhar Balkundi** and married daughter **Smt. Medhavini Vijay Joshi.**

j) That, the aforesaid legal heirs of **Late Smt. Vimal W/o Gangadhar Dehadrai** namely **Smt. Ujjawal wd/o Tukaram Joshi and others** also accepted the Last Will and Testament on 19-04-1972 of **Late Shri. Purushottam Janardhan Dhabe** and acknowledged the ownership of **Shri. Mukund Purushottam Dhabe, Shri. Madhukar Purushottam Dhabe** and **Shri. Prabhakar Purushottam Dhabe** including the right of enjoyment of property given to **Miss. Saral Dhabe** and therefore executed **Release Deed** (without consideration) **Dated 10-05-1999**, which is duly registered in the office of the Sub- Registrar, Nagpur-9, in Additional Book No. 1, in Volume No. 1000, On Pages 30 to 33, at Registered No. 1051, at Serial No. 1314.

k) That, the legal heirs of **Late Smt. Sumati w/o Gajanan Mulmule i.e. Dr. Manohar Gajanan Mulmule and others** were disputing the Last Will and Testament Dated 19-04-1972 of **Late Shri. Purushottam Janardhan Dhabe** and therefore the sons of **Late Shri. Purushottam Janardhan Dhabe** namely **Shri. Mukund Purushottam Dhabe and others** filed Special Civil Suit No. 705 of 2005 against **Dr. Manohar Gajanan Mulmule and others.**

l) That, **Shri. Mukund Purushottam Dhabe, Shri. Madhukar Purushottam Dhabe** and **Shri. Prabhakar Purushottam Dhabe** and **Miss. Saral Purushottam Dhabe** executed **Special Power of Attorney Dated 11-07-2006**, which is duly registered in the office of the Sub-Registrar, Nagpur-4, in Book No. 4, at Serial No. 3394 in favour of **Advocate Mrs. Suchita Sanjay Dehadrai** for Khasra No. 78, 166, 167 and 168 along with other Khasra No. 82, 84 and 85.

m) That, **Shri. Mukund Purushottam Dhabe, Shri. Madhukar Purushottam Dhabe** and **Shri. Prabhakar Purushottam Dhabe** and **Miss. Saral Purushottam Dhabe** executed **Correction Deed Dated 06-11-2007** to Special Power of Attorney Dated 11-07-2006 which is duly

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registered in the office of the Sub- Registrar, Nagpur-2, in Book No.1, at Serial No. 6373 in favour of **Advocate Mrs. Suchita Sanjay Dehadrai**.

n) That, **Shri. Mukund Purushottam Dhabe, Shri. Madhukar Purushottam Dhabe** and **Shri. Prabhakar Purushottam Dhabe** and **Miss. Saral Purushottam Dhabe** executed **Agreement of Development and Sale Dated 06-11-2007** for Khasra No. 78, 166, 167 and 168 in favour of **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** which is duly notarized and also executed **Irrevocable General Power of Attorney Dated 06-11-2007** for Khasra No. 78, 166, 167 and 168 in favour of **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** which is duly registered in the office of the Sub- Registrar, Nagpur-2, in Book No.4, at Serial No. 6375.

o) That, **Shri. Mukund Purushottam Dhabe, Shri. Madhukar Purushottam Dhabe** and **Shri. Prabhakar Purushottam Dhabe** and **Miss. Saral Purushottam Dhabe** also executed **Supplementary Agreement Dated 23-10-2009** in favour of **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** which is duly notarized.

p) That, as there was an ongoing dispute with respect to Khasra No. 78, 166, 167 and 168 along with other Khasra No. 82, 84 and 85 and the Special Civil Suit No. 705 of 2005 was filed and was pending and **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** initiated talks and through mediation.

q) That, thereafter, the legal heirs of **Late Smt. Sumati w/o Gajanan Mulmule i.e. Dr. Manohar Gajanan Mulmule and others** executed **Deed of Relinquishment** (with Consideration) **Dated 30-11-2009** in favour of **Shri. Mukund Purushottam Dhabe, Shri. Madhukar Purushottam Dhabe** and **Shri. Prabhakar Purushottam Dhabe** which is duly registered in the office of the Sub- Registrar, Nagpur-2, in Book No. 1, at Serial No. 4709 releasing their right including the aforesaid Khasra No. 78, 166, 167 and 168 along with other Khasra No. 82, 84 and 85.

r) That, the daughter of **Late Shri. Purushottam Dhabe** namely **Smt. Vijaya @ Pushpa w/o Vithalrao Handiakar** executed **Deed of Relinquishment (with consideration) Dated 01-12-2009** in favour of **Shri. Mukund Purushottam Dhabe, Shri. Madhukar Purushottam Dhabe** and **Shri. Prabhakar Purushottam Dhabe though POA Holder Advocate Mrs. Suchita Sanjay Dehadrai** which is duly registered in the office of Sub-Registrar, Nagpur-2, in Book No. 1, at Serial No. 4729 releasing her share, interest for the aforesaid Khasra No. 78, 166, 167 and 168 along with other Khasra No. 82, 84 and 85 and with residential properties also stated therein.

s) That, **Shri. Mukund Purushottam Dhabe** passed away intestate on 12-12-2009 leaving behind his legal heirs namely **Shri. Shirish Mukund Dhabe, Shri. Girish Mukund Dhabe, Shri. Kanchan Mukund Dhabe** and **Smt. Naina Kamlakar Tarasekar**.

t) That, the Tahsildar, Nagpur City has passed an order dated 07-09-2010 in Revenue Case No. 16/RTS64/1999-2000 (**Shri. Mukund Purushottam Dhabe versus Maharaja Uday Singh and others**) confirming the right of 'Maurshi Kul' and declaring **Shri. Mukund Purushottam Dhabe and others** as the absolute owner of Khasra No. 78, 166, 167 and 168.

u) That, **Smt. Varsha Anil Dolfode** and **Smt. Swati Roshan Naik**, daughters of **Smt. Kunda @ Vinaya Vidyadhar Balkundi (who is the married daughter of Smt. Sumati w/o Gajanan**

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Mulmule who is the married daughter of Late Shri. Purushottam Janardhan Dhabe) also relinquished their right, share and interest in Khasra No. 78, 166, 167 and 168 along with other Khasra No. 82, 84 and 85 and with residential properties by executed **Deed of Relinquishment (without consideration) Dated 22-09-2010** which is duly registered in the office of Sub-Registrar, Nagpur-4, in Book No.1, at Serial No. 4806 in favour of **Shri. Mukund Purushottam Dhabe, Shri. Madhukar Purushottam Dhabe** and **Shri. Prabhakar Purushottam Dhabe** though **POA Holder Advocate Mrs. Suchita Sanjay Dehadrai** and **Shri. Shirish @ Kiran Mukund Dhabe, Shri. Girish Mukund Dhabe, Shri. Kanchan Mukund Dhabe** and **Smt. Naina Kamlakar Tarasekar.**

v) That, **Shri. Shirish Mukund Dhabe, Shri. Girish Mukund Dhabe, Shri. Kanchan Mukund Dhabe** and **Smt. Naina Kamlakar Tarasekar** executed **Deed of Confirmation Dated 22-09-2010,** which is duly notarized, for Agreement of Development and Sale Dated 06-11-2007 and Supplementary Agreement Dated 23-10-2009 which were executed in favour of **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane.**

w) That, in the said Special Civil Suit No. 705 of 2005 filed by **Shri. Mukund Purushottam Dhabe and others** against **Dr. Manohar Gajanan Mulmule and others, M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** initiated talks and through mediation settled the disputes. In furtherance of the mediation, the claims were settled by virtue of various Deeds of Relinquishments, with and without consideration. As the result, the Special Civil Suit No. 705 of 2005 was dismissed as withdrawn vide Order Dated 08-02-2011 and as the result, the dispute regarding the said Khasra No. 78, 166, 167 and 168 was concluded.

x) That, **Shri. Shirish Mukund Dhabe, Shri. Girish Mukund Dhabe, Shri. Kanchan Mukund Dhabe** and **Smt. Naina Kamlakar Tarasekar** executed **Irrevocable General Power of Attorney Dated 13-04-2011,** which is duly registered in the office of Sub-Registrar, Nagpur-4, in Book No.4, at Serial No. 2278 in favour of **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** for the said Khasra No. 78, 166, 167 and 168.

y) That, as per the Revised Development Plan for City of Nagpur Dated 10-09-2001, the said land use was declared as residential vide Notification No. TPS-2004/1628/CR-2000/UD-9.

z) That, Khasra No. 78, 166, 167 and 168 were notified for the MIHAN project by the Maharashtra Airport Development Company, which was declared as the Planning Authority, for the area reserved for Multi-modal International Air Cargo Passenger Hub vide Govt. Notification No. TPS-2401/1494/CR-238/02/UD-9, Dated 04-02-2003. However, the said Planning Authority had submitted a proposal to revise the boundary of the said development plan relating to MIHAN, as a result of which, after following the procedure as stipulated U/Sec 27(1) of the Maharashtra Regional & Town Planning Act, 1966, the Govt. of Maharashtra was pleased to delete the Khasra No. 78, 166, 167 and 168 and include it in the residential zone for continued use for Agricultural activity.

aa) That, **Shri. Madhukar Purushottam Dhabe and others** filed an application before the Sub-Divisional Officer, for grant of permission U/s 57 of the Bombay Tenancy & Agricultural Lands (Vidarbha Region), Act. 1958, to sell the Khasra No. 78, 166, 167 and 168 to the **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** and the said application was registered as

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Revenue Case No. 57/59-23/2011-12, and the Sub-Divisional Officer, Nagpur vide Order dated 07-06-2012 granted the requisite permission for sale of Khasra No. 78, 166, 167 and 168 ;

bb) That, **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** had also filed an application U/s 80 of the Bombay Tenancy & Agricultural Lands (Vidarbha Region) Act, 1958, for permission to purchase agricultural land from **Shri. Madhukar Purushottam Dhabe and others** and the said application was registered as Revenue Case No. 58/59-23/2011-2012 Mouza- Jaitala, in which the Sub Divisional Officer, Nagpur vide Order dated 11-06-2012, granted the requisite permission for purchase of Khasra No. 78, 166, 167 and 168;

cc) That, **Shri. Madhukar Purushottam Dhabe, Shri. Prabhakar Purushottam Dhabe and Smt. Saral Purushottam Dhabe though POA Holder Advocate Mrs. Suchita Sanjay Dehadrai and Shri. Shirish Mukund Dhabe, Shri. Girish Mukund Dhabe, Shri. Kanchan Mukund Dhabe** and **Smt. Naina Kamlakar Tarasekar** executed **Sale Deed Dated 11-12-2012,** which is duly registered in the office of Sub-Registrar, Nagpur-4, in Book No.1, at Serial No. 6227 in favour of **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** for the said Khasra No. 78, 166, 167 and 168.

dd) That, as the result, That, **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** became the absolute owners of the said property bearing Khasra No. 78, 166, 167 and 168 with heritable and transferable right therein.

ee) That, **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** has obtained NOC for Height Clearance only for the said Khasra No.78, 166, 167 and 168 from the Airports Authority of India vide No. AP/Aero/N.O.C/2013/010813/643 Dated 18-01-2013.

ff) That, **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** has converted the land bearing Khasra No. 166, 167 and 168 admeasuring 72900 Sq. Mt. into Non-Agricultural Residential use as per Order passed by Additional Collector, Nagpur in Revenue Case No.74/NAP-34/2012-13 and similarly converted the land bearing Khasra No. 78 admeasuring 3900 Sq. Mt. into Non-Agricultural Residential use as per Order passed by Additional Collector, Nagpur in Revenue Case No. 75/NAP-34/2012-13.

gg) That, the Corporation of City of Nagpur, through its Assistant Director, Town Planning, entered into **Agreement Dated 17-07-2013** with **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** for development of the Layout prepared on the said Khasra No. 78, 166, 167 and 168.

hh) That, the Corporation of City of Nagpur, through its Assistant Director, Town Planning issued the Letter Dated 23-07-2013 vide No. N.M.C., Nagpur / N.R.V / Layout Sanction / In Principle / 08 with Sanctioned Layout Plan to **M/s Shri. Kedareshwar Builders and Developers** through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** bearing Nos. 1 to 18 in the said Layout.

That, M/s Shri. Kedareshwar Builders and Developers through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** mutated their name on the

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CHALLAN
MTR Form Number-6

GRN	MH003683998201617E	BARCODE	Date	10/12/2016-12:11:26	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	NGP1_HQR SUB REGISTRAR NAGPUR 1		Full Name	Advocate Seema Sahasrabuddhe	
Location	NAGPUR				
Year	2016-2017 Specific From 01/01/1987 To 10/12/2016		Flat/Block No.		
Account Head Details		Amount in Rs.	Premises/Building		
0030070001 SEARCH FEE		750.00	Road/Street		
			Area/Locality		
			Town/City/District		
			PIN		
			Remarks (If Any)	Plot No 4 Kh No 78 166 167 and 168 MOUZA JATALA CTS No 648 and 483 Sh. set No 44 and 37 Ward No 74	
			Amount in Words	Seven Hundred Fifty Rupees Only	
Total		750.00			
Payment Details	STATE BANK OF INDIA		FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	REF No.	00040572016121013548 IKOCAN0IX2
Cheque/DD No.			Date		10/12/2016-12:12:21
Name of Bank			Bank-Branch		STATE BANK OF INDIA
Name of Branch			Scroll No. , Date		Not Verified with Scroll

Mobile No. : Not Available

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record of City Survey, Nagpur-3, for Khasra No. 78, bearing City Survey No. 489 and for the Khasra No. 166,167 and 168, bearing City Survey No. 648.

jj) And now, **M/s Shri. Kedareshwar Builders and Developers Pvt. Ltd**., through its Directors **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** has approached to the bank for financial assistance and **M/s Shri. Kedareshwar Builders and Developers**, through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** agreed to give security of the said property to the Bank.

kk) Thus, the chain of title has been established.

ll) The links in the title history of last 30 years of chain of title have been properly established. I have taken search of index-II registers from the respective Sub- Registrar offices as per jurisdiction prevailing periodically whatever made available to me and also verified the available online records. All the transactions have been duly verified from the relevant records of the Registrar by paying search fee of Rs. 750/- paid e-Challan GRN MH006639958201617E in the office of Sub-Registrar Nagpur-1, Dated 10-12-2016. The Original e-Challan is enclosed herewith.

Mrs. Seema S. Satiasrabuddhe
Advocate & Notary

Place: Nagpur
Date: 10-12-2016

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MRS. SEEMA SANJAY SAHASRABUDDHE
Advocate & Notary
(Advocate Reg. No. MAH/367/1989)
(Notary Reg. No. 3869)

Plot No 41, Saharrabuddhe Layout,
Bharat Nagar, Nagpur - 440033
Ph. 0712 - 2542775
Mob. 9422104878
Email-seema.sahasrabuddhe@gmail.com

"Annexure - C"

CERTIFICATE OF TITLE

I have examined the Originals Title Deeds intended relating to the schedule property/(ies) 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 Mortgage is created, it will satisfy the requirements of creation of Registered Mortgage and I further certify that

1. 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.

2. 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.

3. 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.

4. There is no prior Mortgage / Charges / encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **1987 to 2016** pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The said property is free from encumbrances.

5. There is no second / subsequent charge in favour of the Bank, there are no other mortgages / charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

6. There is no Minor/(s) and his / interest in the property/(ies).

7. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower/s, M/s **Shri. Kedareshwar Builders and Developers Pvt. Ltd.**, through its Directors **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane.**

8. I certify that present owner **M/s Shri. Kedareshwar Builders and Developers**, through its Partners **Shri. Madhav Wamanrao Deshpande** and **Shri. Abhijit Bapuraoji Dudhane** is entitled to create mortgage and it will be enforceable.

9. In case of creation of Registered Mortgage, we certify that the deposit of following title deeds / documents would create a valid and enforceable mortgage:

<u>Documents required for Pre-Modality:</u>

1) Certified Copy of Sale Deed Dated Sale Deed Dated 11-12-2012,
2) All Copies of Documents as stated in Para 4(a) of Annexure B of this TIR,
3) Latest Certified Copy of Akhiv Patrika,
4) Original Sworn Affidavit from Present Owners.

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

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel bearing **Plot No. 4, admeasuring area 2311.044 Sq. Mt. or 24876.07 Sq. Ft.** being a part and portion of entire land bearing **Khasra No. 78, 166, 167 and 168** of **MOUZA - JAITALA, P.H. No. 44,** having **City Survey No. 648 and 489, Sheet No. 44 (572) and 37 (571),** in **Ward No. 74,** situated at Jaitala, Nagpur, within the limits of Nagpur Municipal Corporation, Tahsil and District Nagpur and bounded as under: -

ON THE EAST – BY 18.00 MT. WIDE ROAD
ON THE WEST – BY PLOT NO 3
ON THE NORTH – BY 9.00 MT. WIDE ROAD
ON THE SOUTH – BY PLOT NO.5

Mrs. Seema S. Sahasrabuddhe -
Advocate & Notary

Place: Nagpur
Date: 10-12-2016

"Annexure – D"

Certified that this Search Report has been issued taking into consideration the contents and instructions specified in Bank's e-cir. No. _____ CPP / SGS / Cir / 5 Dated 12-04-2013.

Mrs. Seema S. Sahasrabuddhe -
Advocate & Notary

Place: Nagpur
Date: 10-12-2016

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