

Title/Section Report.

Mr. Mukesh Prakash Gupta

Mrs. Dolly Kumari



CHALLAN
MTR Form Number-6



GRN	MH006741189202324E	BARCODE					Date	17/08/2023-15:26:40	Form ID	
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Search Fee Other Items			TAX ID / TAN (If Any)						
				PAN No.(If Applicable)						
Office Name	NSK2_NASHIK 2 JOINT SUB REGISTRAR			Full Name	ADV SWAPNIL DESHPANDE					
Location	NASHIK			Flat/Block No.						
Year	2023-2024 One Time			Premises/Building						
Account Head Details			Amount In Rs.	Road/Street						
0030072201	SEARCH FEE		325.00	Area/Locality						
				Town/City/District						
				PIN						
				Remarks (If Any)	VILLAGE NASHIK S NO 897/1/B PLOT NO 30 AND 31 40 AND 41 MORYA HEIGHTS FLAT NO 03					
				Amount In	Three Hundred Twenty Five Rupees Only					
Total			325.00	Words						
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK						
Cheque-DD Details				Bank CIN	Ref. No.	69103332023081717032	2823959402			
Cheque/DD No.				Bank Date	RBI Date	17/08/2023-15:27:41	Not Verified with RBI			
Name of Bank				Bank-Branch	IDBI BANK					
Name of Branch				Scroll No. , Date	Not Verified with Scroll					

Department ID :

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चालन "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा जोडणी न करावयाच्या दस्तांसाठी लागू नाही.

Mobile No. : 9890961557



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SWAPNIL V. DESHPANDE

B.S.L. LL.B. ADVOCATE

OFF : B D -06, Near Sakal Office & Maharashtra Acquirium, Thakkar Bazaar, New C.B.S. Nashik.
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REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVEBLE PROPERTY.

Annexure – B

1.a)	Name of the Branch/Business unit/office seeking opinion.	STATE BANK OF INDIA, Branch - Nashik.
b)	Reference No. and Date. Of the letter under the cover of which the documents tendered for Scrutiny are forwarded.	-
c)	Name of the Borrower.	MR. MUKESH PRASAD GUPTA & MRS. DOLLY KUMARI.
2 a)	Type of Loan	--
b)	Type of Property	Residential Property
3 a)	Name of the Unit/ concern company/person offering the property /(ies) as security.	MR. MUKESH PRASAD GUPTA & MRS. DOLLY KUMARI.
b)	Constitution of the Unit/concern Person/body/authority offering the property for creation of charge.	Individual
c)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower/s.
4. a)	Value of Loan (Rs. In Lacs)	--
5.	Complete or full description of the immovable property/ (ies) offered as security including the following details. a) (Survey Number/ CTS No. / Final Plot No b) Door No. /House No.- in case of house property) c) Extent / area including plinth / built-up area in case of house property d) location like name of the place, village, city, registration Sub – District, etc. & boundaries of the	All the piece and parcel of the property i.e. Flat No. 03 Carpet area adm. 61.18 Sq. Mtrs., + Balcony area adm. 4.45 Sq. Mtrs., on First Floor of the building “ Morya Heights ” Constructed on Plot No. 30, 31 & 40, 41 total area adm. 1152.00 Sq. Mtrs., (out of the same area adm. 18.00 Sq. Mtrs., acquired by NMC for Road Winding and remaining area adm. 1134.00 Sq. Mtrs.,) in the “ Accolade Co Opretive Housing Society Ltd Nashik ” out of the Survey No. 897/1/B (As per Computerized 7/12 extract Survey



	property.	No.897/1/B/Plot 30 31& 40 41) situated at Village - Nashik-4, Tal. & Dist. Nashik. Within the local limits of Nashik Municipal Corporation Nashik. And the same has been bounded as follow: East: Staircase & Flat No. 04. West: Lobby & Flat No. 02. South: Dust, Staircase & Flat No. 06. North: Side Margin.
6. a)	Particulars of the documents were scrutinized – serially and chronologically. 1) Digital 7/12 extract dated 11/07/2023 & Mutation Entries & for last 13 Years. 2) Copy of Approved Building Plan. 3) Copy of Society Registration Certificate dated 21/09/1992. 4) Copy of NA Order dated 29/05/1997. 5) Copy of Final Lay out Order dated 12/11/1998. 6) Copy of Commencement Certificate dated 31/03/2021. 7) Copy of Occupancy Certificate dated 28/04/2023 8) Copy of Transfer Deed dated 07/11/2007 along with the receipt of registration (NSK-3, Reg. No. 9817). 9) Copy of Transfer Deed dated 07/11/2007 along with the receipt of registration (NSK-3, Reg. No. 9818). 10) Copy of Transfer Deed dated 07/11/2007 along with the receipt of registration (NSK-3, Reg. No. 9819). 11) Copy of Transfer Deed dated 07/11/2007 along with the receipt of registration (NSK-3, Reg. No. 9820). 12) Copy of Transfer Deed dated 16/07/2014 along with the receipt of registration (NSK-2, Reg. No. 5886). 13) Copy of Transfer Deed dated 16/07/2014 along with the receipt of registration (NSK-2, Reg. No. 5887). 14) Copy of Transfer Deed dated 16/07/2014 along with the receipt of registration (NSK-2, Reg. No. 5888). 15) Copy of Transfer Deed dated 16/07/2014 along with the receipt of registration (NSK-2, Reg. No. 5889). 16) Copy of Correction Deed dated 21/12/2019 along with the receipt of registration (NSK-4, Reg. No. 11847). 17) Copy of Transfer Deed dated 21/12/2019 along with the receipt of registration (NSK-	



	<p>1, Reg. No. 9185).</p> <p>18) Copy of TDR Sale Deed dated 11/06/2020 along with the receipt of registration (NSK-5, Reg. No. 3434).</p> <p>19) Copy of Notrized Agreement to Sale dated 04/08/2023.</p>
b)	<p>Nature of documents verified and as to whether they are original or certified copies or registration extracts duly certified.</p> <p>Note – Only Original or certified extracts from the registering / land/ revenue / other authorities be examined.</p> <ol style="list-style-type: none">1) Digital 7/12 extract dated 11/07/2023 & Mutation Entries & for last 13 Years.2) Copy of Approved Building Plan.3) Copy of Society Registration Certificate dated 21/09/1992.4) Copy of NA Order dated 29/05/1997.5) Copy of Final Lay out Order dated 12/11/1998.6) Copy of Commencement Certificate dated 31/03/2021.7) Copy of Occupancy Certificate dated 28/04/2023.8) Copy of Transfer Deed dated 07/11/2007 along with the receipt of registration (NSK-3, Reg. No. 9817).9) Copy of Transfer Deed dated 07/11/2007 along with the receipt of registration (NSK-3, Reg. No. 9818).10) Copy of Transfer Deed dated 07/11/2007 along with the receipt of registration (NSK-3, Reg. No. 9819).11) Copy of Transfer Deed dated 07/11/2007 along with the receipt of registration (NSK-3, Reg. No. 9820).12) Copy of Transfer Deed dated 16/07/2014 along with the receipt of registration (NSK-2, Reg. No. 5886).13) Copy of Transfer Deed dated 16/07/2014 along with the receipt of registration (NSK-2, Reg. No. 5887).14) Copy of Transfer Deed dated 16/07/2014 along with the receipt of registration (NSK-2, Reg. No. 5888).15) Copy of Transfer Deed dated 16/07/2014 along with the receipt of registration (NSK-2, Reg. No. 5889).16) Copy of Correction Deed dated 21/12/2019 along with the receipt of registration (NSK-4, Reg. No. 11847).17) Copy of Transfer Deed dated 21/12/2019 along with the receipt of registration (NSK-1, Reg. No. 9185).18) Copy of TDR Sale Deed dated 11/06/2020 along with the receipt of registration



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	(NSK-5, Reg. No. 3434). 19) Original Notrized Agreement to Sale dated 04/08/2023.	
7 a)	Whether certified copies of all title documents are obtained from the relevant Sub – Registrar office and compared with the documents made available by the proposed mortgager? (Please also enclose all such certified copies & relevant fee receipts along with the TIR.)	Title Deed is not registerd yet. Original Notrized Agreement to Sale available.
b)	Whether all pages in the certified copies of title documents which are obtained directly from Sub – Registrars office have been verified page by page with the original document submitted?	Title Deed is not registerd yet. Original Notrized Agreement to Sale available
8 a)	Whether the records of registrar’s office or revenue authority relevant to the property in question are available for verification through any online portal or computer system?	Yes, and an online search has been made of updated records. The revenue record was not updated online.
b)	If such online / computer records are available, whether any verification or cross-checking are made and the comments/findings in this regard.	As per the online record, the sale deed in favor of the incumbent in found in order.
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
d)	Wheter the proper registration of documents completed. Details thereof to be provided.	No.
9 a)	The property offered as security falls within the jurisdiction of which Sub – Registrar Office?	All the Sub – Registrar office of Nashik.
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/ Dist. Registrar. Registrar General. If so please name all such offices?	The present property is subject to the preview of all Sub – Registrar offices of Nashik. i.e. Nashik 1 to 7
c)	Wheter search has been made at all the offices named at (B) above?	Yes, online search has been made.
d)	Whether the searches in the offices of registering authorities or any other records reveal	No.

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	registration of multiple title documents in respect of the property in question ?	
10 a)	<p>Chain of tile tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecesors in title /interest to the current title holder.</p> <ol style="list-style-type: none">1. The Collector of Nashik issued a Permission to use the Survey No. 897/1/1 for Non Agricultural Purpose vide letter No. Maha/Kaksh-3/NA/259/1997 on 29/05/1997.2. The Nashik Municipal Corporation Nashik approved a Lay out Plan in respect of Survey No. 897/1/1 vide letter No. Javak No/Nagar Rachna Vibhag/Antim/3074367 on 12/11/1998 the same has been Sub-divided into various parts and same Plot No. 30,31 & 40,41 are Subject matter of present title.3. Accolade Co Opretive Housing Society Ltd formed as per the provision of the Maharashtra State Co Opreative Society act 1960 and the same has been registered vide letter No. N.S.K/NSK/H.S.G/T.C/2227/1992 on 21/09/1992. <p>History of Plot No. 30.</p> <ol style="list-style-type: none">4. Mr. Jitendra Vishwanath Banka Purchased Plot No. 30 area adm. 288.00 Sq. Mtrs., from Mr. Mohit Dilipkumar Khivsara by way Transfer Deed is registered in the office of Sub-registrar Nashik-3, vide Reg. No. 9817 on 07/11/2007 accordingly purchaser acquired ownership rights of said property and name of owners mutated to the owners column of property extract vide Mutation Entry No. 60046 on 12/12/2007.5. Mrs. Marilyn Ritesh Walia Purchased Plot No. 30 area adm. 288.00 Sq. Mtrs., from Mr. Jitendra Vishwanath Bank by way Transfer Deed is registered in the office of Sub-registrar Nashik-2, vide Reg. No. 5886 on 16/07/2014 accordingly purchaser acquired ownership rights of said property and name of owners mutated to the owners column of property extract vide Mutation Entry No. 94408 on 14/08/2014.6. Mr. Jitendra Vishwanath Banka executed a Correction Deed in respect of Plot No. 30 the said Correction Deed is registered in the office eof Sub-registrar Nashik-11847 on 21/12/2019 by the typographical mistake of Page No. 08 of Transfer Deed Plot No.	



(Signature)

41 is wrongly mentioned in the said Transfer Deed, which is registered in the office of Sub-registrar Nashik-4, vide Reg. No. 11847 on 21/12/2019 the said mistake is corrected and mentioned Plot No. 30 Should be read.

History of Plot No. 31.

7. Mr. Jitendra Vishwanath Banka Purchased Plot No. 31 area adm. 288.00 Sq. Mtrs., from Mr. Dilip Sukhchand Surana by way Transfer Deed is registered in the office of Sub-registrar Nashik-3, vide Reg. No. 9819 on 07/11/2007 accordingly purchaser acquired ownership rights of said property and name of owners mutated to the owners column of property extract vide Mutation Entry No. 60046 on 12/12/2007.
8. Mrs. Marilyn Ritesh Walia Purchased Plot No. 31 area adm. 288.00 Sq. Mtrs., from Mr. Jitendra Vishwanath Bank by way Transfer Deed is registered in the office of Sub-registrar Nashik-2, vide Reg. No. 5887 on 16/07/2014 accordingly purchaser acquired ownership rights of said property and name of owners mutated to the owners column of property extract vide Mutation Entry No. 94409 on 14/08/2014.

History of Plot No. 40.

9. Mrs. Vinita Jitendra Banka Purchased Plot No. 40 area adm. 288.00 Sq. Mtrs., from Mr. Mohit Dilipkumar Khivsara by way Transfer Deed is registered in the office of Sub-registrar Nashik-3, vide Reg. No. 9818 on 07/11/2007 accordingly purchaser acquired ownership rights of said property and name of owners mutated to the owners column of property extract vide Mutation Entry No. 60047 on 12/12/2007.
10. Mrs. Marilyn Ritesh Walia Purchased Plot No. 40 area adm. 288.00 Sq. Mtrs., from Mrs. Vinita Jitendra Banka by way Transfer Deed is registered in the office of Sub-registrar Nashik-2, vide Reg. No. 5889 on 16/07/2014 accordingly purchaser acquired ownership rights of said property and name of owners mutated to the owners column of property extract vide Mutation Entry No. 94404 on 14/08/2014.

History of Plot No. 41.

11. Mrs. Vinita Jitendra Banka Purchased Plot No. 41 area adm. 288.00 Sq. Mtrs. from



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Mr. Dilip Mohanlal Khivsara by way Transfer Deed is registered in the office of Sub-registrar Nashik-3, vide Reg. No. 9820 on 07/11/2007 accordingly purchaser acquired ownership rights of said property and name of owners mutated to the owners column of property extract vide Mutation Entry No. 60048 on 12/12/2007.

12. Mrs. Marilyn Ritesh Walia Purchased Plot No. 41 area adm. 288.00 Sq. Mtrs., from Mrs. Vinita Jitendra Banka by way Transfer Deed is registered in the office of Sub-registrar Nashik-2, vide Reg. No. 5888 on 16/07/2014 accordingly purchaser acquired ownership rights of said property and name of owners mutated to the owners column of property extract vide Mutation Entry No. 94405 on 14/08/2014.

Common History.

13. Jaap Builders Proprietary firm through Proprietor Mr. Atul Anil Nerpagar Purchased Plot No. 30 area adm. 288.00 Sq. Mtrs., Plot No. 31 area adm. 288.00 Sq. Mtrs., Plot No. 40 area adm. 288.00 Sq. Mtrs., & Plot No. 41 area adm. 288.00 Sq. Mtrs., total area adm. 1152.00 Sq. Mtrs., from Mrs. Marilyn Ritesh Walia by way Transfer Deed is registered in the office of Sub-registrar Nashik-1, vide Reg. No. 9185 on 21/12/2019 accordingly purchaser acquired ownership rights of said property and name of owners mutated to the owners column of property extract vide Mutation Entry No. 402603 on 06/01/2020.

14. Mutation Entry No. 402999 show that the area adm. 18.00 Sq. Mtrs., out of the Plot No. 40 & 41 acquired by NMC for Road Winding.

15. Kailas Madhukar Patil (HUF) through Mr. Kailas Madhukar Patil & Others executed a TDR Sale Deed in favor of Jaap Builders Proprietary firm through Proprietor Mr. Atul Anil Nerpagar in respect of area adm. 351.62 Sq. Mtrs., the said TDR Sale Deed is registered in the office of Sub-registrar Nashik-5, vide Reg. No. 3434 on 11/06/2020.

16. Mutation Entry No. 103506 show that the land owner / plot owner Jaap Builders Proprietary firm through Proprietor Mr. Atul Anil Nerpagar got amalgamation of Plot No. 30,31 & 40,41 which is approved by Nashik Municipal Corporation Nashik vide letter No. Javak No/Abhinyas/Ekatrikaran/LND/AML/0096/2020 on 28/09/2020 by



vitire same Plot No. 30,31 & 40,41 are amalgamated and new 7/12 extract were formed out of the Plot No. 30/31/40/41 is Subject matter of present title.

17. The owners/developers Prepared a Building Plan for Construction over the said building of "Morya Heights" the same has been approved by Nashik Municipal Corporation Nashik vide letter No. LND/BP/CD/167 on 31/03/2021.

18. On 2804/2023 Nashik Muncpal Corporation, Nashik issued Occupancy Certificate vide letter No. NMCB/FO/2023/APL/02473.

19. **MR. MUKESH PRASAD GUPTA & MRS. DOLLY KUMARI** agreed to purchase Flat No. 03 Carpet area adm. 61.18 Sq. Mtrs., + Balcony area adm. 4.45 Sq. Mtrs., on First Floor of the building "Morya Heights" . Jaap Builders Proprietary firm through Proprietor Mr. Atul Anil Nerpagar executed Notrized Agreement to Sale in favor of the purchasers. The Agreement to Sale is duly notarized before Advocate & Notary Adv. Asha S. Dongare at Dhule on 04/08/2023 vide Sr. No. 2798/2023.

20. Mutation Entry No. 103319,400137,400138,402526 are in respect of computerization of revenue record.

21. On the basis of the same discuss on it can be said that the title of the said property i.e. **Flat No. 03 is free, clear and marketable, and the property is unencumbered. MR. MUKESH PRASAD GUPTA & MRS. DOLLY KUMARI will acquired ownership right in respect of said property after execution & registration of Sale Deed/ Deed of Apartment and after they can mortgage said property of the State Bank of India, by way of Equitable Mortgage, with the consent of Builder & Society.**

b)	Whether Minors interest or other colg on tile 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 Cr. And above, search of title / encumbrances for a period of not less than 30	No Minors interest.
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	years is mandatory. (Separate sheet may be used).	
c)	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 reason for coming to such conclusion.	No Minors interest.
11. a)	Nature of Title of the intended Mortgagor over the property (where the full ownership rights. Leasehold Rights, Occupancy /Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Mortgagor / Borrower - MR. MUKESH PRASAD GUPTA & MRS. DOLLY KUMARI will acquired ownership rights in respect of said property after registration of Sale Deed/ Deed of Apartment along with payment of requisite Stamp Duty and Registration Charges
If ownerhsip Rights		
a)	Details of the Conveyance Dcouments	Sale Deed/Deed of Apartment is not registered yet
b)	Whether the document is properly stamped	No
c)	Whether the document is properly registered.	No
If Leasehold Rights		
a)	Lease Deed is duly stamped & registered.	No.
b)	Lessee is permitted to mortgage the leasehold right/s.	No.
c)	Duration of the Lease / unexpired period of lease.	No.
d)	If, sub lease, check the lease deed in favor of lessee as to whether lease deed permits sub – leasing and mortgage by sub – lessee also.	No.
e)	Whether the lease hold rights permits for the creation of any superstructure (if applicable)?	No.
f)	Right to get renewal of the leashold rights and nature thereof.	Nil.
If Govt. Grant/allotment/Lease-cum/sale Agreement/Occupancy/Inam holder/ Allottee etc, whether,		



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a)	Grant /agreement etc. provides for alienable rights to the mortgagor with or without conditions?	No Govt. Allotment.
b)	the mortgagor is competent to create charge on such property?	No
c)	any permission from govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	No.
If Occupancy Certificate right, whether;		
a)	Such right is heritable and transferable,	Yes
b)	Mortgage can be created.	Yes
12.	Has the property has been transferred by way of Gift/ Settlement Deed/whether ; - - Gift Deed not involved.	
a)	The Gift/Settlement Deed is duly stamped and registered.	No
b)	The Gift/Settlement Deed has been attested by two witnesses.	No
c)	Whether there is any restriction on the other hand executing the gift/settlement deed in question?	No
d)	The Gift/Settlement deed transfers the property to Donee;	No
e)	Whether the Donee has accepted the Gift by signing the gift / settlement deed/s or by a separated writing or by implication or by actions?	No
f)	Whether the donee is in possession of the gifted property.	No
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.	No
h)	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	No.

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	mortgage.	
i)	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No.
13	Has the property been transferred by way of Partition /family settlement deed – No Partition Deed.	
a)	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
b)	Whether mutation has been effected	Not Applicable
c)	and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
d)	Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	Not Applicable
e)	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
f)	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
14.	Whether the title documents include any testamentary documents/wills?- No Will involved	
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 whether the same is probated by a competent court?	No
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.	No



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f)	What are the circumstances and /or documents to establish the will in question is the last will of the testator?	No
g)	(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 validity of the will, all parties have acted upon the will, etc. which is/are relevant to rely on the will, availability of mother/original title deeds are to be explained.)	Not Applicable
15.	Whether the property is subject to any Wakf rights/ belongs to church /temple or any religious /other institutions.	No Wakf Property.
a)	Whether the property belongs to church temple or any religious / other institution having any restriction in creation of charges on such properties.	No.
b)	Precautions / permissions, if any in respect of the above cases for creation of mortgage?	No.
16.	Where the property is a HUF/joint family property	No HUF involved.
a)	Whether mortgage is created for family benefits/ legal necessity, whether the major coparcener have no objection /join in execution, minors share if any, rights of female member etc.	Not Applicable.
b)	Please also comment on any other aspect which may adversely affect the validity of the security in such cases?	Not Applicable.
c)		
17.	Whether the property belongs to any trust or is subject to the rights of any trust?	No.
a)		
b)	Whether the trust is a private or public trust any whether trust deed specifically authorizes the mortgage of the property.	Not Applicable.

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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.
18.	Is the property an Agricultural land :- No the property is Non – Agricultural property	
a)	Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/ enforcement of mortgage.	Yes.
b)	In case of Agricultural property other relevant records/documents as per local laws, If any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable.
c)	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	No.
19.	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.).	
a)		No.
b)	Additional aspects relevant for investigation of title as per local laws.	No.
20.	Whether the property is subject to any pending or proposed land acquisition proceedings?	
a)		No.
b)	Whether any search/enquiry is made with the land Acquisition Office and the outcome of such search/enquiry.	No.
21.	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	
a)		No.



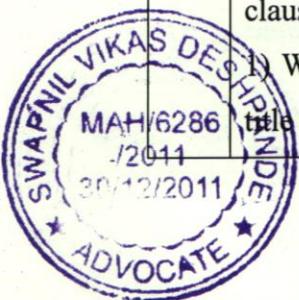
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b)	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No.
c)	Whether the title documents have any court seal/marketing which points out any Litigation /attachment/ security to court in respect of the property in question? In such case lease comment on such seal/ marking.	No.
22.	In case of Partnership firm, whether the property	No.
a)	belongs to the firm and the Deed is properly registered.	
b)	Property belonging to partners, whether thrown on hot chop? Whether formalities for the same have been completed as per applicable laws?	Yes
c)	Whether the person/s, creating mortgage has/have authority to create mortgage for and on behalf of firm.	No
23.	Whether the property belongs to a Limited	No Pvt. Ltd., Company.
a)	Company. Check the Borrowing powers, BOD 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.	
b/1.	Whether the property (to be mortgaged) is purchased by the above Company from any Company or Limited Liability Partnership Firm ? Yes / No.	No.
b/2	If yes , whether the search of charges of the property (to be mortgage) has been carried out with registrar of Companies (ROC) in respect of such vendor company / LLP (seller) and vendor company (Purchaser) ?	Not applicable.
b/3	Whether the above search of charges reveals any prior charges / encumbrances, on the property (Proposed to be mortgage) created by the vendor	Not applicable.

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	company (Seller)?	
b/4	iv) if the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied ?	Not applicable.
24.	In case of societies, association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	The property is belonging to the Society, therefore NOC is required.
25.	Whether any POA is involved in the chain of title?	No POA is involved.
a)		
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 favor of the builder/developer and such is irrelevant as per law.	No
c)	In case of the title documents is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the builder/s viz. Company/ies / firm/s, public, individual or Proprietary concerns in favor of their Partner/s, Employee/s, Authorized representative to sign Flat Allotment Letters, NOC's Agreements of Sale , Sale Deeds, etc. in favor of buyers of Flats / units (Builders 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 Builders POA.
e)	In case of Common POA (i.e. POA other than builder's POA), please clarify the following clauses in respect of POA.	No Common POA.
	f) Whether the original POA is verified and the title investigation is done on the basis of original	Not Applicable.



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	POA? 2) Whether the POA is registered one? 3) Whether the POA is Special or General one? 4) Whether the POA contains a specific authority for execution of title documents in question?	No. 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 of the genuineness of POA?	Not applicable.
h)	h) The unequivocal opinion on the enforceability and validity of the POA?	No.
26.	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, whether it is executed.	Not Applicable.
27.	If the property is a Flat/apartment or residential /commercial complex.	
a)	Promoters /Land Owner's title to the land/building,	Flat.
b)	Development Agreement /Power of Attorney, .	No
c)	Extent of authority of the Developer/builder,	No.
d)	Independent title verification of the Land and/or building in question,	No.
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.	Yes. Sale Deed/ Deed of Apartment

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h)	Approval of building plan, permission of appropriate /local authority , etc.;	Yes.
i)	Conveyance in favor of Society/Condominium concerned,	Plot Property is owned by society.
j)	Occupancy Certificate / Allotment Letter / Letter of Possession;	Occupancy Certificate is obtained.
k)	Membership details in the Society etc.	Plot owner are member of society.
l)	Share Certificate,	NA
m)	No Objection Letter/ Certificate from the society.	NOC of Society is required.
n)	All legal requirements under the local/Municipal laws, regarding ownership of Flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies; Laws etc.	Nil.
o)	Requirements, for nothing the Bank charges on the record of the Housing society, if any;	No.
p)	If the property is vacant land and construction is yet to be made, approval of lay – out and other precaution if any:	Flat
q)	Whether the numbering pattern of the units / Flats tally in all documents such as approved plan, agreement plan etc.	Yes.
ii.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act 2016? Yes/ No.	No.
ii.B	Whether the project is registered with the Real Estate Regulatory Authority? if so, the details of such registration are to be furnished,	No
ii.C	Whether the registered agreement for sale as prescribed in the above Act/ Rules there under is executed?	No



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ii.D	Whether the details of the apartment / plot in question are verified with the list of number and types of apartment or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	No.
28.	Encumbrances, Attachments, and/ or claims whether of Government, Central or State or other Local authorities or Third party claims, Liens etc. and details thereof, if yes, give the details thereof.	No.
29.	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.	No encumbrance.
30.	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	Paid up to date.
31.	Urban land ceiling clearance, whether required	Not Applicable.
a)	and if so, details thereon.	
b)	Whether No Objection Certificate under the income Tax Act is required/obtained.	Not Applicable.
32.	Details of RTC extracts /mutation extracts/Khata	Not Applicable.
a)	extracts pertaining to the property in question.	
b)	Whether the name of mortgagor is reflected as owner in the revenue / municipal / village records?	No.
33.	Whether the property offered as security is	Yes.
a)	clearly demarcated?	
b)	Whether the demarcation / partition of the property are legally valid?	Yes.
c)	Whether the property has clear access as per documents?	Yes.
34.	Whether the property can be identified from the	
a)	following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?	

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	a) Document in relation to electricity connection ; b) Document in relation to water connection c) Document in relation to sales tax registration, if any applicable; d) Other utility bills, if any.	Yes Yes -- --
b)	Discrepancy /doubtful circumstances, if any revealed on such scrutiny?.	--
35. a)	Whether the documents i.e. valuation report / approved sanction plan reflect /indicate any difference/ discrepancy in the boundaires in relation to the title document/other document. (if the valuation report and /or approved plan are not available at the time of preparation TIR, please provide these comments subsequently, on receipt of the same).	Valuation report is not produced before me.
36. a)	Whether the bank will be able to enforce SARFESI ACT, if required against the property offered as security?	Yes.
b)	Property is SARFAESI complaint (Y/N)	Yes.
37. a)	Whether original title deeds are available for creation of equitable mortgage.	Original Notary Agreement to Sale is available.
b)	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposited of certified extracts duly certified etc, as also any precaution to be taken by the bank in this regard.	Original Notary Agreement to Sale is available.
38.	Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security.	No



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39.	The Specific persons who are required to create mortgage / to deposit documents creating Mortgage.	Mortgagor/borrower.
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Place- Nashik.

Date :- 17/08/2023



SIGNATURE OF THE ADVOCATE
Swapnil Vikas Deshpande
BSL. LL.B

Annexure C
Certificate of Title

ADVOCATE
Mob.No.9921148657
9890599957

- 1) I have examined the Notary Agreement to Sale intended to be deposited relating to the schedule property (ies) and offered as security by way of **(Please specify the kind of mortgage) Equitable Mortgage** and the documents of title referred to in the opinion are valid evidence of Right, title and interest and that if the said **Equitable Mortgage** is created. I further certify that;
- 2) I have examined the documents in detail, taking into account of all the guidelines in the check list vide **Annexure B** and the other relevant factors.
- 3) I confirm having made a search of the available record in the Land/Revenue Records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar/s offices, 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 caused to the Bank due to negligence on my part or by my agent in making Search.
- 4) Following Scrutiny of Land Record/ Revenue Record and relative Title Deeds, certified/ Original of such title deeds obtained from the concern 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) There are no prior mortgage/ charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate the period from 2010 to 2023 pertaining to the immovable property/ (ies) covered by above said Title deeds. **The property is free form all encumbarances.**
- 6) In case of second/ subsequent charge in favor 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):-
- 7) Minor/(s) and his/ their interest in the property/ (ies) is to be extent of- No (Specify the share of the minor with name). (Strike out if not applicable). **NIL.**
- 8) The Mortgage if created will be available to the Bank for the liability of the intending Borrower - **MR. MUKESH PRASAD GUPTA & MRS. DOLLY KUMARI.**
- 9) I certify that, **MR. MUKESH PRASAD GUPTA & MRS. DOLLY KUMARI** acquired Right to purchase in resepect of the Schedule property/ (ies). **The title of the said property is clear and marketable, and the property is unencumbered.** I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
- 10) 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 :-

List of Documents to be obtained - (Before Disbursement)-

- 1) Digital 7/12 extract dated 11/07/2023 & Mutation Entries & for last 13 Years.
- 2) Copy of Approved Building Plan.
- 3) Copy of Society Registration Certificate dated 21/09/1992.
- 4) Copy of NA Order dated 29/05/1997.
- 5) Copy of Final Lay out Order dated 12/11/1998.
- 6) Copy of Commencement Certificate dated 31/03/2021.
- 7) Copy of Occupancy Certificate dated 28/04/2023
- 8) Original Notrized Agreement to Sale dated 04/08/2023.
- 9) Original NOC from Builder/developers for Mortgage.



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- 10) Original NOC from Society for Mortgage.
- 11) Original Sale Deed / Deed of Apartment in favour of Mortgagor/ Borrower along with the receipt of registration.

(After Disbursement) -

- 1) Notice of intimation of Equitable Mortgage is to be executed and registered and its receipt of registration is to be obtained on record.

11. There are no legal impediments for creation of the mortgage under any applicable law/ Rules in force. And the charge of the Bank is to be mutated to the revenue record of the property extract of the said property i.e. subject matter of the present opinion.

12. The subject matter property is Non - Agricultural property, therefore the provisions of SARFAESI Act are applicable to the same, and the Bank can enforce the SARFAESI Act.

Schedule of the Property /ies.

All the piece and parcel of the property i.e. **Flat No. 03 Carpet area adm. 61.18 Sq. Mtrs., + Balcony area adm. 4.45 Sq. Mtrs., on First Floor** of the building "Morya Heights" Constructed on **Plot No. 30,31 & 40,41 total area adm. 1152.00 Sq. Mtrs.,** (out of the same area adm. 18.00 Sq. Mtrs., acquired by NMC for Road Winding and remaining area adm. 1134.00 Sq. Mtrs.) in the "Accolade Co Opretive Housing Society Ltd Nashik" out of the **Survey No. 897/1/B (As per Computerized 7/12 extract Survey No.897/1/B/Plot 30 31& 40 41)** situated at **Village - Nashik-4, Tal. & Dist. Nashik.** Within the local limits of Nashik Municipal Corporation Nashik. And the same has been bounded as follow:

East: Staircase & Flat No. 04.

West: Lobby & Flat No. 02.

South: Dust, Staircase & Flat No. 06.

North: Side Margin.

Date:- 17/08/2023

(All document returned herewith)


Signature of the Advocate
Swapnil Vikas Deshpande
BSL, LL.B
ADVOCATE
Mob.No.9921148657
9890599957

