

Valuation Report

**Flat No. 17, On 1st Floor, In Laxmi Apartment, Jayabai Colony,
Behind Big Bazar, Nashik – Pune Road, Nashik**

Owner – Mr. Vilas Arjun Gare & Mrs. Mirabai Vilas Gare



Date of Valuation : 20/02/2009

Nashik

Mudkanna J. C.

**MUDKANNA J. C.
PANEL VALUER**



MURRAY J. G.
CHARTERED ACCOUNTANT
TAXES

- Chartered Engineer & Govt. Registered Valuer
- PANEL VALUER : State Bank of India, Bank of Baroda, Bank of Maharashtra, State Bank of Patiyala, State Bank of Bikaner & Jaipur, IDBI Bank, Karnatak Bank, LIC Housing Finance, Yes Bank, MSFC, NAMCO, NDCC Bank
- Approval of Plans & Machinery Layout & Issue of Stability Certificate under Factory Act. • MIDC Plans & B.C.C.

MUDKANNA J. C.

B.E., M.I.E., F.I.V., C.E., P.V.A.(I)

OFFICE : 02, INDUS APPT., MICO CIRCLE,
NEAR VED MANDIR, NASHIK - 422 002

TEL NO. : +91 253 2311756, 9822379466

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VALUATION REPORT

Valuation of property belonging to	:	Mr. Vilas Arjun Gare & Mrs. Mirabai Vilas Gare
Valuation as on	:	18/02/2009
Address of the property	:	Flat No. 17, On 2 nd floor, In Laxmi Apartment No. 02, Jayabai Colony, Davkhar Wadi, Behind Big Bazar, Deolali Shiwar, Nashik Road, Nashik. Plot No. 09, Sy. No. 25 C-1/2/1 & 25C-1/2/2, 25C-1/2/3.
Built up Area of the Flat	:	584.48 Sq.ft. (54.30 Sq.m.)
Fair Market Value		Rs. 5,84,000/- In words (Rs. Five Lakh Eighty Four Thousand Only)
Realizable Value		Rs. 5,50,000/- In words (Rs. Five Lakh Fifty Thousand Only)
Distress Value		Rs. 5,25,000/- In words (Rs. Five Lakh Twenty Five Thousand Only)

Place : Nashik

Date : 21/02/2009



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FORM 0-1
(SEE RULE 8D)
REPORT OF VALUATION OF IMMOVABLE PROPERTY.
PART - 1: QUESTIONNAIRE.
GENERAL:

- 1 Purpose for which valuation is made: To Assess fair market value of Flat No. 17, for SBI, CIDCO Br. Nashik.
- 2 Date as on which valuation is made: 18/02/2009
- 3 Name of the owner/owners: Mr. Vilas Arjun Gare & Mrs. Mirabai Vilas Gare
- 4 If the property is under joint ownership / co - ownership, share of each such owners. Are the shares undivided? Joint - Ownership
- 5 Brief description of the property: On the Request of Mr. Jaydev Salve, We have visited Flat No. 17, On 2nd floor, In Laxmi Apartment No. 02, In Jayabai Colony, Davkhar Wadi, Behind Big Bazar, Deolali Shiwar, Nashik Road, Nashik. Bearing Plot No. 09, Sy. No. 25 C-1/2/1 & 25C-1/2/2, 25C-1/2/3. For valuation purpose on dt. 18/02/2009. The Built-up Area of the Flat No. 17 admeasured 584 Sq.ft. (54.30 Sq.m.)
The Building is having G + 2 floor & constructed In RCC Frame Structure with RCC Slab roofing. The walls are constructed in Brick masonry, plastered inside & outside & painted. Vitrified & Mosaic Tiles flooring, Casing capping wiring, flush Doors & M.S. Framed Windows With Glass Panels are provided.
Verified Photocopy of Plan Approval No. LND/BP/101 dt. 30/07/1992 & BCC vide letter No. TP/345/420 dt. 07/06/1993 & Final Sale Deed of Flat No. 17 dt. 22/10/2008.
- 6 Location, street, ward no Behind Big Bazar, Deolali Shiwar, Nashik Road, Nashik.
- 7 Survey / plot no. of land. Plot No. 09, Sy. No. 25 C-1/2/1 & 25C-1/2/2, 25C-1/2/3.
- 8 Is the property situated in residential /commercial/mixed area/industrial area Residential Area
- 9 Classification of locality high class/ middle class/poor class. Middle Class
- 10 Proximity to civil amenities, like schools, hospitals, offices, markets, cinemas, etc Walk able
- 11 Means and proximity to surface communication by which the locality is served By road



no land

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LAND:

- | | |
|---|------------------------------------|
| 12. Area of land supported by documentary proof, shape, dimension and physical features. | Rectangle shaped |
| 13. Road, street or lanes on which the land is abutting. | On the West side road is Abutting. |
| 14. Is it freehold or leasehold land? | Free hold |
| 15. If leasehold, the name of less or lessee, nature of lease, dates of commencement termination of lease and term of renewal of lease: | NA |
| • Initial premium | NA |
| • Ground rent payable per annum. | NA |
| • Unearned increase payable to the less or in the event of sale or transfer . | NA |
| 16. Is there any restrictive covenant in regard to use of land? If so, attach a copy of the covenant? | No |
| 17. Are there any agreements of easements? If so, attach copies. | No |
| 18. Does the land fall in an area included in any town planning scheme or any Development Plan of government or any statutory body? If so, give particulars | Falls within NMC Limit. |
| 19. Has any contribution been made towards development or is any demand for such contribution still outstanding? | All development charges paid. |
| 20. Has the whole or part of the land been notified for notified for acquisition by government or any statutory body? Give date of the notification. | No |
| 21. Attach a dimensioned site plan. | Please obtain from Owner |

IMPROVEMENT

- | | |
|---|---|
| 22. Attach plans and elevations of all structures standing on the land and a layout plan. | Please obtain from Owner |
| 23. Furnish technical details of the building on a separate sheet. | Please refer Annexure to form 01 details. |
| 24. (i) Is the building owner – occupied /tenanted/both? :
(ii) If partly owner – occupied, specific portion and : extent of area under owner- occupation. | Owner Occupied.
Fully |
| 25. What is the floor space index permissible and Percentage actually utilized? | One |



no land

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RENTS

- 26 • Name of tenant/lessees/licensees, etc. NA
• Portion in their occupation. NA
• Monthly or annual rent/compensation/
license fee, etc. paid by each. NA
• Gross amount received for the whole property. NA
27. Are any of the occupants related to, or
close business associates of the owner? No
28. Is separate amount being recovered for the use of fixtures,
like fans, geysers, refrigeration, cooking range, built in
Wardrobe etc. Or for service charges? If so, give details. No
29. Give details of water and electric charges, if any, to be
borne by the owner. @ Rs. 200/- to Rs. 250/- month
30. Has the tenant to bear the whole or part of cost of repairs
and maintenance. Give particulars. No
31. If a lift is installed, who is to bear the cost of maintenance
and operations, owner or tenant? No Lift
32. If a pump is installed, who has to bear the cost of
Maintenance and operation, owner or tenant? By Owner
33. Who has to bear the cost of electricity charges for
lighting of common space like entrance hall, stairs,
passage, compounds etc. Owner or tenants? By Owner
34. What is the amount of property tax? Who is to bear it?
Give details with documentary proof. @ Rs. 804/- annum
35. Is the building insured? If so, give the policy no. amount
for which it is insured and the annual premium. No
36. Is any dispute between landlord and tenant regarding rent
pending in a court of law. NA
37. Has any standard rent has been fixed for the premises under
any law relating to the control of rent? No

SALES:

38. Give instances of sales of immovable property
in the localities on a separate sheet, indicating
the name and address of the property, registration
No., sale price and area of land sold. Rs. 1,000/- to Rs. 1,200/- Sq.ft. (Flat Rate)
39. Rate adopted in this valuation Rs. 1,000/- Sq.ft. (Flat Rate)
40. If sale instances are not available or not relied
upon, the basis of arriving at the land rate. Local Survey



M. C. J. C.
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COST OF CONSTRUCTION

- 41 Year of commencement of construction and year of completion. @ 1992-1993
- 42 What was the method of construction: by contract/ by employing labour directly/ both? by contract.
- 43 For items of work done on contract, produce copies of agreement. Details are with owner
- 44 For items of work done by engaging labour directly, give basic rate of material and labour support by Documentary proof. NA
- 45 Plot bounded by onwards
East : Plot No. 09
West : Plot No. 13
South : 15 mtr. DP Road
North : Sy. No. 240

Technical Details of - Flat No. 17, On 1st floor, In Laxmi Apartment No. 02, Jayabai Colony, Davkhar Wadi, Behind Big Bazar, Deolali Shiwar, Nashik Road, Nashik.
Plot No. 09, Sy. No. 25 C-1/2/1 & 25C-1/2/2, 25C-1/2/3.

- 1) No. of floors and height of each floor. G + 2 Floor, 10 ft.ht.
- 2) Plinth Area floor wise 584.48 Sq.ft. (54.30 Sq.m.)
- 3) Year of construction. @ 1992-1993
- 4) Estimated future life. @ 40 years with regular maintenance ✓
- 5) Type of construction. RCC Framed structure
RCC walls/R.C.C. frame/
steel frame
- 6) Type of foundation Isolated Column Footing
- 7) Walls:
a) Basement and plinth. 6" brickwork
b) Ground floor. 6" bricks in cm
c) Superstructure above ground floor 6" thick brick work
- 8) Partitions 4.5" thick brick wall
- 9) Doors and Windows (Floorwise)
a) Ground floor Flush door & M.S. Framed Windows
b) 1st floor. With Glass Panel.
c) 2nd floor, etc.
- 10) Flooring (Floorwise)
a) Ground floor. Vitrified & Mosaic Tiles Flooring
b) 1st floor.
c) 2nd floor, etc.



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- | | |
|--|------------------------------------|
| 11) Finishing (Floor wise) | |
| a) Ground floor. | Outside sand faced. |
| b) 1 st floor. | |
| c) 2 nd floor, etc. | |
| 12) Roofing and terracing. | RCC Slab Roofing |
| 13) Special architectural or decorative Features, if any. | Nil |
| 14) i) Internal wiring surface or Conduct. | Casing Capping Wiring |
| ii) Class of fitting: superior/ Ordinary/poor. | Ordinary |
| 15) Sanitary Installation. | |
| a) i) No. of water closets. | One |
| ii) No. of urinals. | Nil |
| iii) No. of lavatory basins | One |
| iv) No. of sinks. | One |
| v) No. of bath tubs | Nil |
| vi) No. of bidets. | Nil |
| vii) No. of geysers. | One |
| b) Class of fitting: Superior white/ Ordinary. | Ordinary |
| 16) Compound Wall | |
| i) Height and length. | No Compound Wall |
| ii) Type of construction. | |
| 17) No. of lift and capacity. | No Lift |
| 18) Underground sump capacity and type of construction. | 5,000 ltrs.
RCC |
| 19) Overhead tank. | |
| i) Where located | On Terrace |
| ii) Capacity | 3,000 ltrs |
| 20) Pumps – No. and there horse power | 1 Hp. |
| 21) Roads and paving within the compound, approximate area and type of paving. | Compacted Murum |
| 22) Sewage disposal – whether connected to public sewer. If septic tank provided No. and Capacity. | Septic tank and soak pit provided. |



No. 1111

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PART -II VALUATION

Fair Market Value of - Flat No. 17, On 1st floor, In Laxmi Apartment No. 02, Jayabai Colony, Davkhar Wadi, Behind Big Bazar, Deolali Shiwar, Nashik Road, Nashik, Plot No. 09, Sv. No. 25 C-1/2/1 & 25C-1/2/2.25C-1/2/3.

Belonging To - Mr. Vilas Arjun Gare & Mrs. Mirabai Vilas Gare (Owner)

The property is situated In Davkhar Wadi, Behind Big Bazar, Deolali Shiwar, Nashik Road, Nashik. Is well developed Residential Area & has good marketable value, infrastructure facilities such as roads, electricity, water, etc., are available. Civic amenities such as schools, Colleges, Community Center, Market Place, Hospitals etc., are near by the property.

In view of situation, location, construction quality & demand, I determine the fair market value of the property is as under:

Valuation of Flat	584.48 Sq.ft. X Rs. 1,000/- Sq.ft.	= Rs. 5,84,000/-
Fair Market Value	Say	Rs. 5,84,000/-
In words (Rs. Five Lakh Eighty Four Thousand Only)		
Realizable Value		Rs. 5,50,000/-
In words (Rs. Five Lakh Fifty Thousand Only)		
Distress Value		Rs. 5,25,000/-
In words (Rs. Five Lakh Twenty Five Thousand Only)		

PART-III DECLARATION

I hereby declare that :

1. Mr. Ajit Kharche has inspected the property on- 18/02/2009 in presence of Mr. Vilas Gare.
2. I have no direct or indirect interest in property valued.
3. The information furnished in part I is true and correct to the best of my knowledge and belief.

Remark: - This Valuation Report should be read with latest Title Clearance Report and Search Report of Advocate with legal aspects.

DATE: 21/02/2009

PLACE: Nashik



Signature of Valuer.

M. C. J.
MUDKANNA J. C.
CHARTERED ENGINEER/
PANEL VALUER

Owner – Mr. Vilas Arjun Gare & Mrs. Mirabai Vilas Gare
Flat No. 17, On 1st Floor, In Laxmi Apartment, Jayabai Colony,
Behind Big Bazar, Nashik – Pune Road, Nashik.



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7. Complete or full description of the immovable propert(ies) offered as Security for creation of mortgage whether equitable / registered mortgage.

1. **Survey No.** → 25C-1 / 2 / 1 + 25C-1 / 2 / 2 + 25C-1 / 2 / 3, Plot No. 9.

2. **Door No.** (in case of house property) → 606 / 0266 / 17.

C. Extent/ area including plinth/ built up area in case of house property.

→ Flat No. 17, area adm 584.48 seq. feet., built up i.e. 54.30 seq. mtrs., on the second floor situated in the building known as "LAXMI APARTMENT No. 2.", constructed on the property described in clause No.7 (1).

D. Locations like name of the palace, village, city, registration, sub- district etc.

→ All that piece and parcel of the non-agricultural land situated within the registration division and district Nashik, Sub- division and tal. Nashik situated at revenue village Deolali, Nashik Road.

E. Boundries :

On or towards East - flat of Nayar & Nagarkar.

On or towards West - Open Space.

On or towards South - flat of Chandrakant Laxman Ghusare.

On or towards North - Flat of Shri. Mokal.

8) Flow of titles tracing out the title, of the intended mortgagor and his/its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a further period, depending on the need for clearance of such clog on the Title (separate sheets may be used).

1) It appears from the record that the Plot No. 9 out of S. No. 25 (part) was purchased by Manaji Chanduji Khandre from Raobhadur Manjai Rajuji Kalewar by sale deed on 21/2/1928. The sale deed was registered at the office of sub registrar Nashik at Sr. No. 241 / 1928.

2) Then it further appears from the record that the land holder Shri. Shankar Manaji Khandre was partitioned the land S. No. 25C/1/2 between his sons. The Tahesildar Nashik by his order No. RTS / Partition Case No. 297 / 1988 was granted the permission for partition. As per the said partition the subject land were divided into hissas as under.

<u>Sr.No.</u>	<u>Name</u>	<u>S. No.</u>	<u>Area</u>
1.	Shri. Chandramohan Shankarrao Khandre Shri. Janardhan Shankarrao Khandre	25C/1/2/1 adm.	H.0.11.60 Are
2.	Shri. Eknath Shankarrao Khandre Shri. Shriram Shankarrao Khandre.	25C/1/2/2 adm.	H.0.11.61 Are
3.	Shri. Janardhan Shankarrao Khandre Shri. Chandrashekhar Shankarrao Khandre.	25C/1/2/3 adm.	H.0.11.70 Are

As per the said partition the names of above named person are recorded in the record of right vide M.E. No. 11135 dated 3/2/1989.

Annexure-B

TITLE INVESTIGATION REPORT – To be filled by the Branch / Unit.

(To be completed by the panel advocate)

1. Name of the Branch / BU seeking opinion.

→ **State Bank of India, Nashik Road Branch.**

2. Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.

→ Nil.

3. Name of the unit/ concern/ company/ person offering the property/(ies) as security.

→ **MR. VILAS ARJUN GARE & SAU. MIRABAI VILAS GARE.**

4. Constitution of the unit/ concern/ person/ body/ authority offering the property for creation of charge.

→ **Person.**

5. State as to under what capacity is security offered (Whether as joint applicant or borrower or as guarantor, etc).

→ **Borrower's.**

6. a) Particulars of the documents scrutinized serially and chronologically.

→:-

1. Original copy of Sale Deed between Mr. Vilas Arjun Gare & other-1 and Shri. Yeshwant Jiwala Bagul dt.23/10/2008.

2. Xerox copy of Sale Deed & Transfer Deed between Yeshwant Jiwala Bagul and M/s. Laxmi Developers through its Proprietor Sunil Babanrao Bhadange dt.23/10/2008.

3. Xerox copy of Agreement of Sale between M/s. Laxmi Developers through its Proprietor Sunil Babanrao Bhadange and Yeshwant Jiwala Bagul dt.12/12/1994.

4. Xerox copy of sale deed between Manaji Chanduji Khandre & Raobhadur Manaji Kalewar dated 21/2/1928.

5. Original copy of No dues certificate issued by Union Bank of India dt.11/11/2008.

6. Xerox copy of a sanction of building permit & commencement certificate and a building completion certificate.

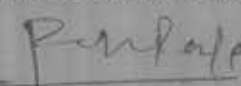
7. Xerox copy of N.A order.

8. Certified copies of 7/12 extracts from 94-95 to 2008-09 and mutation entries thereon.

b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.

Note : Only originals or certified extracts from the registering/ land revenue/ other authorities be examined.

→ Documents mentioned in clause No 6 a, are scrutinized.


B. K. Pamraje
B. Com LL. B.
Advocate

13. Any bar/ restriction for creation of mortgage under any local special enactment details of proper registration of documents, payment of proper stamp duty etc.

→ No restriction for creation of mortgage.

It appears from the record that the borrowers Shri. Vilas Arjun Gare and Sau. Meerabai Vilas Gare have purchased the Flat No. 17 adm. 584.48 seq. Ft. built up on the second floor situated in the building known as "LAXMI APARTMENT No. 2." by sale deed from the vendor Shri. Yeshwant Jiwala Bagul for the consideration of Rs.5,11,000/-. The Sale Deed is registered at the office of sub registrar Nashik-2 at Sr. No. 9073. The borrower's have paid the proper stamp duty as per the Bombay Stamp Act. I have peruse the sale deed it is in order. As per the sale deed the borrowers Mr. Vilas Arjun Gare & Mrs. Meerabai Vilas Gare are an absolute owners of the said flat.

14. In case of absence of original title deeds, details of legal and other requirement for creation of a proper valid and enforceable mortgage by deposit certified extracts duly certified etc , as also any precaution to be taken by the Bank in this regard.

→ Equitable mortgage.


15. The specific persons who are required to create mortgage/ to deposit documents creating mortgage.

→ The Borrower's Mr. Vilas Arjun Gare and Sau. Meerabai Vilas Gare.

Note : In case separate sheets are required , the same may be used, signed & annexed.

Date 02/03/2009.

Place : Nashik Road.


B. K. Ramraje
B. Com LL B.
Advocate

- 3) Then it further appears from the record that the land holder Shankar Manaji Khandre was repaid the loan of Nashik Road Deolali Vividha Karykari Seva Society Ltd. and then as per the societies letter dated 22/11/1985 the charge of said society is deleted from the record of right vide M.E. No. 11663 dated 21/7/1990.
- 4) It appears from the record that the land holder Chandramohan Shankarrao Khandre & others were entrusted the land S. No. 25C/1/2/1, 25C/1/2/2 and 25C/1/2/3 for development to Shri. Sunil Babanrao Bhadange and accordingly were executed a Development Agreement and General power attorney on 7/12/1989 and 8/1/1990 infavour of him respectively. The said documents were registered at the office of Advocate and Notary K. K. Ghuge Nashik. On the basis of said documents and the terms and conditions therein the developer Mr. Bhadange had got development rights in the said property. On the basis of Development rights, Mr. Sunil Bhadange has constructed a building on the said property by name and style as Laxmi Apartment No. 2. The said Developer had sale out the Flat No. 17 on second floor situated in the building known as Laxmi Apartment No. 2 to Shri. Yeshwant Jiwala Bagul by Agreement of Sale and Sale Deed on 12/12/1994 and 23/10/2008. The said documents were registered at the office of sub registrar Nashik-2 at Sr. No. 4470 / 94 and 9073 / 08. As per the record Mr. Yeshwant Jiwala Bagul was an absolute owner of the said flat.
- 9) Nature of title of the intended Mortgagor over the property (Whether full ownership rights, Leasehold rights , Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc).

→ **Ownership Right.**

10. (a) Encumbrance, 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 thereto.

→ **The vendor Shri. Yeshwant Jiwala Bagul had taken a housing loan from Union Bank of India Palse Branch, and after repayment of the said loan the said bank has issued no dues certificate on 11/11/2008.**

- (b) The period covered under the Encumbrances Certificate and the name of person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.

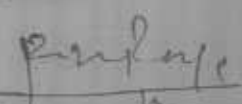
→ **Nil.**

11. Details regarding property tax or land revenue or other statutory due paid / payable as on date and if not paid, what remedy ?

→ **The vendor has paid the Municipal House and Land Revenue tax upto date.**

12. Details of R T C extracts/ mutation extracts/ Khate extracts pertaining to the property in question.

→ **7/12 extract from 1994-1995 to 2008-2009 and khate extract.**


B. K. Ramraje
B. Com LL. B.
Advocate

पावती क्र.

नोंदणी ३९ म.
Regn. 39 m.

दस्तावेजाचा/अर्जाचा अनुक्रमांक २७७

दिनांक २७/१/०९ सन २० सन १९९० ते २००९

दस्तावेजाचा प्रकार-

शोध (१५ वर्ष)

सादर करणाराचे नाव-

डॉ. वि. के. शंभरने

खालीलप्रमाणे फी मिळाली:-

नोंदणी फी

नक्कल फी (फोलिओ

पृष्ठांकनाची नक्कल फी

टपालखर्च

नकला किंवा जापने (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ अन्वये

श्रमागित नकला (कलम ५७) (फोलिओ

इतर फी (मागील पानावरील) बाब क्र.

"

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"

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मौजे देवमाली

संज. २५/१/१९

लक्ष्मी गणपति-२

फ्लॉट नं १७

३१५

इतर फी नोंदणी फी

र.	प.
364	= 00
364	= 00

एकूण

दस्तावेजाचा

नक्कल

रोनी तगार बॉर्डर व

नोंदणीकृत डाकेने पाठवली जाईल.

या कायद्यात देण्यात येईल.

दुय्यम निबंधक.

दस्तावेजाचा खालील नाव दिलेल्या व्यक्तीच्या

डॉ. वि. के. शंभरने

हस्ताक्षर-२

सादरकर्ता

9) Whether the property is affected by any local laws (viz) Agricultural Laws, weaker sections, minorities, Land Laws etc.

→ No.

10) a) In case of partition / settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.

b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.

c) Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.

→ Clause No 10, a to c are not applicable

11) a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered

b) Whether the persons creating mortgage has/ have authority to create mortgage for and on behalf of the him.

→ Clause No 11, a to b are not applicable.

12) a) Whether the property belongs to a limited company, check the Borrowing powers. BOD resolution, Authorization to create mortgage / execution of documents. Registration of any prior charge with the company Register, resolutions, bye-laws. Articles of Association/ provision for common seal etc.

b) In case of societies, Association, the required authority/ power to borrower and whether the mortgage can be created. And the requisite resolutions Bye-laws.

→ Clause No. 12, a to b are not applicable.

13) Whether mortgage is being created by a POA holder, check genuinness. The power of Attorney and the extent of the powers given therein an whether the same is properly executed/ stamped / authenticated in terms of the Law of the place, where it is executed.

→ Not applicable.

14) If the property is a flat/ apartment or residential / commercial complex, check.

a) **Promoter's / Land owner's title to the land/building.**

→ The **Land S. No. 25C/1/2/1** is standing in the names Shri. Chandramohan Shankar Khandre & Janardhan Shankar Khandre. **Land S. No. 25C/1/2/2** in the names of Eknath Shankarrao Khandre and Shriram Shankarrao Khandre **and Land S. No. 25C/1/2/3** is standing in the names of Janardhan Shankarrao Khandre and Chandrashekhar Shankarrao Khandre.

b) Development Agreement/ Power of Attorney.

→ Not applicable.

c) Extent of authority of the Developer / builder.

→ Not applicable.

Annexure- C

Check list for the Guidance of the advocates.

Verifying the title to the property(ies) offered as security.

TITLE INVESTIGATION REPORT – To be filled by the Branch / Unit.

1) Nature of title (Ownership/ Leasehold / occupancy/ Govt. grant/ allotment etc.).

→ Ownership right.

2) If leasehold , Whether :

- a) Lease Deed is duly stamped and registered.
- b) Lessee is permitted to mortgage the leasehold right.
- c) Duration of the lease/ unexpired period of lease.
- d) If, a sub-lease, check the lease deed infavour of lessee as to whether Lease deed permits sub-leasing and mortgage by sub-lessee.

→ Clause No.2. a to d are not applicable.

3) If Govt. grant / allotment / Lease-cum / sale Agreement , whether:

- a) Grant/ agreement etc. provides for alienable rights to the mortgage with or without conditions.
- b) The Mortgagor is competent to create charge on such property.

→ Clause No.3 a to b are not applicable.

4) If occupancy right, whether

- a) Such right is heritable and transferable.
- b) Mortgage can be created.

→ Clause No. 4 a to b, are Not applicable.

5) a) Urban land ceiling clearance, whether required and if so, details thereon.

b) Whether No Objection Certificate under the Income Tax Act is required/obtained

→ Not applicable.

6) Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible the modalities/ procedure to be followed and the reason for coming to such conclusion.

→ Not applicable.

7) If the property is Agricultural land ,whether the local laws permit mortgage of agricultural land and whether there are any restrictions for enforcing, thereon

→ Not applicable.

8) In the conversion of agriculture land of commercial purposes or otherwise. Whether requisite procedure followed/ permission obtained .

→ It appears from the record that a tenure of the land S. No. 25C/2/1/1 + 25C/1/2/2 +25C/1/2/3 is converted into non agricultural use by the Collector Nashik, vide his order No. Maha/kaksha-3 / N.A order No. / 212- A / 1990 dated 14/11/1990.

B. K. Pamraje
B. K. Pamraje
B Com I.L.B.
Advocate

m) Where the property is a joint family property , mortgage is created for family benefit/legal necessity. Whether the Major Coparceners have no objections/join in execution, minor's share if any, rights of female members etc.

→ N.A.

n) Pending Litigation /Court attachments/ injunction/stay orders/ acquisition by the Govt / Local authorities etc. that could be ascertained.

→ No.

o) Any other details required for the purpose.

→ a) Equitable mortgage.

b) To Create the Charge over the said property in the record of Revenue.

Date :- 02 / 03 / 2009.


B. K. Ramraje
B. Com LL B.
Advocate

d) Independent title verification of the Land and/or building in question.

→ Nil.

e) **Agreement for Sale / Sale Deed (duly registered.)**

→ It appears from the record that the borrowers Shri. Vilas Arjun Gare and Sau. Meerabai Vilas Gare have purchased the Flat No. 17 adm. 584.48 seq. Ft. built up on the second floor situated in the building known as "LAXMI APARTMENT NO. 2." by sale deed from the vendor Shri. Yeshwant Jiwala Bagul for the consideration of Rs.5,11,000/-. The Sale Deed is registered at the office of sub registrar Nashik-2 at Sr. No. 9073. The borrower's have paid the proper stamp duty as per the Bombay Stamp Act. I have peruse the sale deed it is in order. As per the sale deed the borrowers Mr. & Mrs. Gare are an absolute owners of the said flat.

f) **Payment of proper Stamp Duty.**

→ The borrowers have paid the proper stamp duty as per the provision of Bombay stamp act.

g) **Conveyance in favour of Society/ condominium concerned.**

→ It appears from the record that a Declaration of Apartment in respect on Laxmi Apartment No. 2. is registered at the office of sub registrar Nashik-2 at Sr. No. 9063 dated 23/10/2008.

h) **Occupancy Certificate / allotment letter / letter of possession.**

→ Not applicable.

i) **Membership details in the Society etc.**

→ Not applicable.

j) **Share Certificates.**

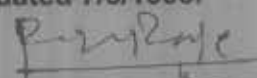
→ Not applicable.

k) **No Objection Letter from the Society.**

→ Not applicable.

l) **All legal requirements under the local / municipal laws, regarding Ownership of Flats/Apartment/Building Regulations. Development Control Regulations, Co-operative Societies, Laws etc.**

→ A building plan on the subject land was approved and sanctioned by the Executive Engineer town planning NMC Nashik and accordingly had issued a sanction of building permit and commencement certificate by his letter No. LND / BP / 233 / 90-91 dated 22/1/1991 the said building plan was revised by the said authority and accordingly was issued a sanction of building permit and commencement certificate by his letter No. LND / BP / 101 / 699 / 92-93 dated 30/7/1992. And after completion of the construction the said authority has issued a building completion certificate (Partly) by his letter No. Nagarrachana / 358 / 420 dated 7/6/1993.


B. K. Pamraje
B Com LL B.
Advocate

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

SCHEDULE OF THE PROPERTY

Schedule I st of the property above referred to

All that piece and parcel of the non- agricultural land situated within the registration division & dist. Nashik, Sub division and tal. Nashik, bearing land S. No. 25C-1 / 2 / 1 + 25C-1 / 2 / 2 + 25C-1 / 2 / 3, situated at revenue village Deolali within the limits of Nashik municipal corporation Nashik jointly bounded as follow.

On or towards East - Plot No. 17, S. No. 25B/6.

On or towards West - Part of S. No. 25C

On or towards South - Plot No. 10.

On or towards North - Plot No. 03.

Schedule II nd of the "Flat" above referred to

Flat No. 17, area adm 584.48 seq. feet., built up i.e. 54.30 seq. mtrs., on the second floor having Municipal House No. 606 / 0266 / 17 situated in the building known as "LAXMI APARTMENT No. 2.", constructed on the property described in the schedule I written herein above.

On or towards East - Flat of Nayar & Nagarkar.

On or towards West - Open Space.

On or towards South - Flat of Chandrakant Laxman Ghusare.

On or towards North - Road.

Obtain the following documents.

→:

1. Original copy of Sale Deed with original registration receipt between Mr. Vilas Arjun Gare & other-1 and Shri. Yeshwant Jiwala Bagul dt.23/10/2008.
2. Original copy of Sale Deed & Transfer Deed with original registration receipt between Shri. Yeshwant Jiwala Bagul And M/s. Laxmi Developers through it Proprietor Shri. Sunil Babanrao Bhadange dated 23/10/2008.
3. Original copy of Agreement of Sale with original registration receipt between M/s. Laxmi Developers through it Proprietor Shri. Sunil Babanrao Bhadange and Shri. Yeshwant Jiwala Bagul Dated 12/12/1994.
4. Xerox copy of sale deed between Manaji Chanduji Khandre & Raobhadur Manaji Kalewar dated 21/2/1928.
5. Original copy of No dues certificate issued by Union Bank of India Palse Branch, dated. 11/11/2008.
6. Xerox copy of a sanction of building permit & commencement certificate and a building completion certificate (Final).
7. Xerox copy of N.A order.
8. Latest copy of 7/12 extract of the plot.

Note :- To create the charge over the said property in the record of revenue.

Date :- 02 / 03 / 2009.

B. K. Ramraje
B. K. Ramraje
B. Com LL B.
Advocate

CERTIFICATE OF TITLE

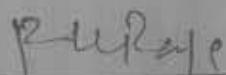
I have examined the **Original copy of Title Deed** intended to be deposited relating to the schedule property/(ies) and offered as security by way of* **Registered/ Equitable / English mortgage** and that the documents of the title referred to in the Opinion are valid evidence of Right, title and interest and that if the said **Registered/ Equitable mortgage** is created. It will be satisfy the requirements of creation of **Registered/ Equitable Mortgage** and I further certify that -:

(* Please specify the kind of mortgage).

- 1) I have examined the documents in detail, taking into account all the Guideline in the check list vide Annexure C and the other relevant factors.
- 1A) I confirm having made a search in the Land/ Revenue records. I do not find anything adverse which 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 agent in making in search.
- 1B) Following scrutiny of Lands record/Revenue records and relative title deeds. I hereby certify the genuineness of the Title deeds. Suspicious/doubt. If any has been clarified by making necessary inquiries.
- 2A) There are no prior Mortgage / Charges/ Encumbrance whatsoever, as could be seen from the Encumbrance Certificate for the period from 1994-1995 to 2008-2009 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
- 2B) In case of second / subsequent charge infavour of the Bank, there are no other Mortgage / charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
- 3) Minor/s and his their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name). (Strike out if not applicable) – (Not applicable)
- 4) The Mortgage if created, will be available to the bank for the liability of the intending Borrowers **Mr. Vilas Arjun Gare & Sau. Meerabai Vilas Gare.**
- 5) I certify that **Mr. Vilas Arjun Gare & Sau. Meerabai Vilas Gare.** has / have an absolute, clear & marketable title over the schedule property/(ies) &. I further certify that the above title deeds are genuine & a valid mortgage can be created and the said mortgage would be enforceable.

In case of creation of Mortgage by Deposit of title deeds, we certify that the deposited of following title deeds / documents would create a valid & enforceable mortgage.

1. **Original copy of Sale Deed with original registration receipt between Mr. Vilas Arjun Gare & other-1 and Shri. Yeshwant Jiwala Bagul dt.23/10/2008.**
2. **Original copy of Sale Deed & Transfer Deed with original registration receipt between Shri. Yeshwant Jiwala Bagul And M/s. Laxmi Developers through it Proprietor Shri. Sunil Babanrao Bhadange dated 23/10/2008.**
3. **Latest copy of 7/12 extract of the plot.**
4. **No dues certificate issued by Union Bank of India dated 11/11/2008.**


B. K. Ramraje
B. Com LL. B.
Advocate

यूनियन बँक ऑफ इंडिया

[भारत सरकार का उपकरण]

पलसे यात्रा
चौधरी पार्क, पहली मंजिल
नासिक-पुणे मार्ग,
साकवट-पलसे,
जिला- नासिक
टेलीफोन नं. 0253-2802009,



UNION BANK OF INDIA

(A GOVT. OF INDIA UNDERTAKING)

Palse Branch

Choudhari Park, 1st Floor,
Nasik Pune Road,
At & Post Palse,
Dist. Nasik
Tel. No. 0253-2802009

Date:- 11/11/2008

WHOM SO EVER IT MAY CONCERN

This is to certify that Mr. Y.J.BAGUL has availed housing loan from
Our branch. He has fully adjusted our loan & no charge registered of This
Flat.

This Certificate is issued on request of them.


बँक ऑफ इंडिया
BRANCH MANAGER