

Mrs. Geetali V. Kulkarni

Advocate

6, "Ganadhish", Bldg. No 17,  
Narsinha Nagar, Gangapur Road,  
Nashik - 422013.  
Mobile 7720045220



**Mrs. Geetali V. Kulkarni**

Advocate

Contact No 7720045220

6, "Ganadhish", Bldg. No 17, Narsinha Nagar, Gangapur Road, Nashik - 422013.

**Annexure – B:**

**Report of Investigation of Title in respect of immovable Property.**

(All columns/items are to be completed/commented by the panel advocate)

1.	a) Name of the Branch/ Business Unit/Office seeking opinion	State Bank of India
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Nil
	c) Name of the Borrower.	Mr. Kautik Mogal Lokhande
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	Mr. Kautik Mogal Lokhande
	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
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Details are given in the schedule of Annexure C ('the said property')
	(a) Survey No.	-Do-
	(b) Door/House no. ( in case of house property)	-Do-
	(c) Extent/ area including plinth/ built up area in case of house property	-Do-
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	-Do-
4.a	Particulars of the documents scrutinized-serially and chronologically:  1. Copy of Agreement to Sale in the name of Mr. Kautik Mogal Lokhande, Registered by Document No: NSN3-650-2015 Dtd 30/01/2015.  2. Copy of Sale Deed in the name of Mr. Sanjay Akaram Jadhav, Registered by Document No: NSN2-2803-2002 Dtd 25/06/2002.  3. Copy of Agreement to Sale in the name of Mr. Krishnant Akaram Jadhav, Registered by Document No: NSN2-12275-2001 Dtd 31/12/2001.  4. Copy of Sale Deed in the name of Mr. Krishnath Akaram Jadhav, Registered by Document No: NSN2-2804-2002 Dtd 25/06/2002.  5. Copy of Sale Deed in the name of Shrirang Co-Op Housing Society Ltd.", Nashik through its chairman Mr. Pundalik Ramchandra Dusane, Registered by Document No: NSK-2811-1970 Dtd. 29/12/1970.  6. Copy of GPA executed by Vasudhara Madhusudan Joshi, Mr. Sadanand Madhusudan Joshi, Anagha Narendra Tarke & Ujwala Adinath Dewale in the name of Mr. Laxmikant Madhusudan Joshi having paid deficit stamp plus penalty Dtd 07/12/2001.	



	<p>7. Copy of N.A. Order given by Collector of Nashik Vide Order No: WS2/2810/72 Dtd 25/10/1972.</p> <p>8. 7/12 extracts of Dasak, Nashik, Dtd. 24/07/2015 land bearing Plot No. 09 admeasuring area 521.19 Sq. Mtrs. out of Survey No. 37/3 in the name of "Shrirang Co-Op Hsg Society Ltd.", Nashik through its member Mr. Sanjay Akaram Jadhav &amp; Mr. Krushna Akaram Jadhav.</p> <p>9. Relevant 6-D entries covering the span of 13 years.</p> <p>10. Copy of N. A. Tax payment receipt Vide No: 921379 Dtd 03/08/2015 for the year 2015-16.</p> <p>11. Copy of Society Registration in the name of "ShrirangCo-Op Housing Society Ltd." Nashik, Vide Registration No: NSK/HSG/271 Dtd 25/03/1971.</p> <p>12. Copy of Title Clearance Report given by Adv. Padma Thorat Dtd. 10/01/2002.</p>				
4.b	<p>Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p><b>Note :</b> Only originals or certified extracts from the Registering / land / revenue/ other authorities be examined.</p>			<p>All the documents produced before me are the photocopies unless specified as 'Original' as per the documents list given above.</p>	
	Sl. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract / photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate.
	<p>Pl. refer Particulars of the documents scrutinized-serially and chronologically dilated in Point No 4a &amp; 4b, above.</p>				
5.	<p>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.)</p>				<p>Certified Copy not obtained.</p>
6.	<p>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?</p>				<p>On line verification of Title Deed executed after the year 2002 are verified (Except GPA, SPA &amp; will).</p>
	<p>b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.</p>				<p>Yes, as commented in point 6a &amp; found in order.</p>
	<p>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?</p>				<p>No</p>
7.	<p>a) Property offered as security falls within the jurisdiction of which sub-registrar office?</p>				<p>Sub-Registrar Office, Nashik</p>
	<p>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?</p>				<p>Yes, NSN1 to NSN6</p>
	<p>c) Whether search has been made at all the offices named at (b) above?</p>				<p>Yes.</p>



	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, from the online search.
8.	<p>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.</p> <p><b>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)</b></p> <ol style="list-style-type: none"> <li>Formerly, N.A. land bearing Plot No. 09 admeasuring area. 623.25 Sq. Mtrs. out of Survey No: 37/3 is evident in the name of Mr. Madhusudan Sakharam Joshi. Same is evident by M. E. No: 2430 Dtd 02/06/1980.</li> <li>Thereafter, Mr. Madhusudan Sakharam Joshi passed away on 20/03/1987 leaving behind him his legal heirs: <ul style="list-style-type: none"> <li>Sons: Sadanand &amp; Laxmikant</li> <li>Wife: Vasundhara,</li> <li>Daughters: Anagha Narendra Tarke &amp; Ujwala Avinash Dewale</li> </ul> <p>Accordingly, names of Wife &amp; Sons are mutated in the owner's column of the revenue records. AND Whereas, as Married Daughters are not in actual possession of the said land therefore their names are mutated in the other rights column of the property extract. AND same is mutated by M.E. No. 3521 Dtd 01/07/1987.</p> </li> <li>Thereafter, Name of Shrirang Co-Op Housing Society Ltd. is also mutated along with Plot owners in the owner's column in the revenue record. Same is mutated by M. E. No: 4327 Dtd 30/04/1991.</li> <li>Thereafter: <ul style="list-style-type: none"> <li>Mr. Sanjay Akaram Jadhav purchased Part of aforesaid Plot No. 09 admeasuring area 260.60 Sq. Mtrs.&amp;</li> <li>Mr. Krishanath Akaram Jadhav purchased Part of aforesaid Plot No. 09 admeasuring area 260.59 Sq. Mtrs. from Mr. Laxmikant Madhusudan Joshi for Self &amp; as a GPA holder of Vasundhara Madhusudan Joshi, Mr. Sadanand Madhusudan Joshi, Anagha Narendra Tarke &amp; Ujwala Adinath Dewale with the consent of Shrirang Co-Op Housing Society Ltd. through its Chairman Mr. Rajendra Gajanan Nashikkar by Sale Deed, Registered by Document No: NSN2-2803-2002 &amp; NSN2-2804-2002 respectively Dtd 25/06/2002. Accordingly, names of the purchaser are mutated in the owner's column of the revenue records. Same is mutated by M. E. No: 7974 Dtd 04/09/2003.</li> </ul> </li> <li>Thereafter, Shrirang Co-Op Housing Society Ltd. through its members Mr. Sanjay Akaram Jadhav , Mr. Krishanath Akaram Jadhav executed Agreement to Sale in the name of Mr. Kautik Mogal Lokhande, Registered by Document No: NSN3-650-2015 Dtd 30/01/2015 in respect of Plot No. 09.</li> </ol>	
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 over the Plot described in Schedule II, Annex C.

*U.N.K.*

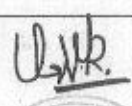


10.	If leasehold, whether;	Not Applicable
	a) lease Deed is duly stamped and registered	Not Applicable
	b) lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c) duration of the Lease/unexpired period of lease,	Not Applicable
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.	Not Applicable
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
11.	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	Not Applicable
	a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not Applicable
	b) the mortgagor is competent to create charge on such property,	Not Applicable
12.	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
	If occupancy right, whether;	Not Applicable
	a) Such right is heritable and transferable,	Not Applicable
13.	b) Mortgage can be created.	Not Applicable
	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	Not Applicable
	a) The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Not Applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not Applicable
	f) Whether the Donee is in possession of the gifted property;	Not Applicable
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not Applicable
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
15.	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable
	(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



	(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?	Not Applicable
	(a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	(c) Whether the property is mutated on the basis of will?	Not Applicable
	(d) Whether the original will is available?	Not Applicable
	(e) Whether the original death certificate of the testator is available?	Not Applicable
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	Not Applicable
17.	(a) Whether the property is subject to any wakf rights?	Not Applicable
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
18.	(a) Where the property is a HUF/ joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not Applicable
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not Applicable
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/ enforcement of mortgage.	Not Applicable
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	The property which is subject matter of mortgage is residential & requisite N. A. permission is obtained.



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.),	Not Applicable
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	Not Applicable
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such Search / enquiry.	Not Applicable
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Not Applicable
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/ security to court in respect of the property in question? In such case please comment on such seal/marking.	Not Applicable
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not Applicable
	(b) Property belonging to partners, whether thrown on Hotchpot ? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association / provision for common seal etc.	Not Applicable
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.
	(c) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	No, Only Registered GPA.
	(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, owner through his GPA holder.
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	Not Applicable
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Yes 

	<p>i. Whether the original POA is verified and the title investigation is done on the basis of original POA?</p> <p>ii. Whether the POA is a registered one?</p> <p>iii. Whether the POA is a special or general one?</p> <p>iv. Whether the POA contains a specific authority for execution of title document in question?</p>	<p>i. Not Produced</p> <p>ii. Yes</p> <p>iii. GPA</p> <p>iv. Yes</p>
	(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?)	POA was in force at the time of execution of Document
	(g) Please comment on the genuineness of POA?	POA was genuine at the time of execution of Document
	(h) The unequivocal opinion on the enforceability and validity of the POA?	POA was in force, legal, valid & genuine at the time of execution of Document
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:	Residential Plot
	(a) Promoter's/Land owner's title to the land/ building;	The mortgagor will be the sole Title holder of concerned Plot.
	(b) Development Agreement/Power of Attorney;	Yes
	(c) Extent of authority of the Developer/builder;	Yes
	(d) Independent title verification of the Land and/or building in question;	Yes
	(e) Agreement for sale (duly registered);	Yes
	(f) Payment of proper stamp duty;	Yes
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Agreement to Sale is already Registered
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	Not Applicable
	(i) Conveyance in favour of Society/ Condominium concerned;	Yes
	(j) Occupancy Certificate/allotment letter/letter of possession;	Not Produced
	(k) Membership details in the Society etc.;	Not Produced
	(l) Share Certificates;	Not Produced
	(m) No Objection Letter from the Society;	Not Produced
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes, said society is registered in the office of Society Sub-Registrar, Nashik





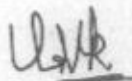
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Yes
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out & other precautions, if any.	Not Applicable
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	The property is free from encumbrances.
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	Not Applicable
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A. Tax is paid till 2015-16 & Municipal Tax is yet to be levied.
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon.	Necessary Permission is obtained
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Not Applicable
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Refer point No 8 above.
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal / Village records?	No, Yet not became owner
36.	(a) Whether the property offered as security is clearly Demarcated?	Yes
	(b) Whether the demarcation/ partition of the property is legally valid?	Yes
	(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?	No. Yet not became owner
	(a) Document in relation to electricity connection;	Not Applicable
	(b) Document in relation to water connection;	Not Applicable
	(c) Document in relation to Sales Tax Registration, if any applicable;	Not Applicable
	(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 preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Approved Building Plan & valuation report are not produced before us for scrutiny.

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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.	Only Original Title Deeds.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Not Applicable
44.	Additional aspects relevant for investigation of title as per local laws.	Nil
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Obtain the original Title Deeds in the custody of bank & record the charges of Bank on society registrar.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mr. Kautik Mogal Lokhande.

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

Date: 22/09/2015  
Place: Nashik

  
Signature of the Advocate



## Annexure – C: Certificate of title.

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

**Equitable Mortgage is possible by depositing the original Title Deeds in the custody of bank. AND Record the charges of Bank on society Register.**

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid **Equitable Mortgage**

(Index II Search Fee paid-up of: ₹. 325/- vide Receipt Dtd. 21/09/2015 for the period of 2003 to 2015 & and are enclosed herewith).

I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. **There are no prior Mortgage/ Charges/ encumbrances** subject to the charges as specified in Point No. 8 above whatsoever, as could be seen from the Encumbrance Certificate for the period from 2003 to 2015 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of 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).  
**Not Applicable.**
7. 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.**
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower **Mr. Kautik Mogal Lokhande.**
9. I certify that **Mr. Sanjay Akaram Jadhav , Mr. Krishanath Akaram Jadhav member of Shirang Co-Op Hsg Society Ltd., Nashik** has / have an absolute clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.



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:

a. Before loan disbursement:

- ✓ 1. Original Agreement to Sale in the name of Mr. Kautik Mogal Lokhande, Registered by Document No: NSN3-650-2015 Dtd 30/01/2015 along with Original Index II & Registration Receipt. *no Index II 2*
- ✓ 2. Original Sale Deed in the name of Mr. Sanjay Akaram Jadhav, Registered *2003/25/06/2002* along with Original

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

मूळ प्रत [अहस्तांतरणीय] *५०११७५* सर्वसा. ११३ मई. Gen 113 me.  
 ORIGINAL COPY [NON TRANSFERABLE] *शोष - १३ वष*  
 शासनास केलेल्या प्रदानाची पावती *२००३ ते २०१५*  
 RECEIPT FOR PAYMENT TO GOVERNMENT *भोजे - वसु*  
 ठिकाण/Place..... *२१११७५* दिनांक/Date..... *सं. नं. ३७१३*  
 ..... *अड. गिताली कुलकर्णी* ..... *व्यक्ति नं. ९*  
 Received from..... *याच्याकडून/*  
 रु./Rs..... *३२५१००* (रुपये/Rupees.....)  
 ..... *तीनशे पंचवीस भास* ..... *याकरिता मिळाले.*  
 on account of.....

nant Akaram Jadhav, 31/12/2001. *Receipt?*

ath Akaram Jadhav, 25/06/2002 along with

av in the name of Mr. t No: NSN3-625-2015 ipt.

dhav & Mr. Krishnant

Mr. Sanjay Akaram

रोखपाल वा लेखापाल  
 Cashier or Accountant.

*(Signature)*  
 सह. मुख्य निबंधक वर्ग-२  
 (पदनाम/Designation)  
 नाशिक-४.

1. Original Sale Deed in the name of Mr. Kautik Mogal Lokhande along with Original Index II & Registration Receipt.

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

SCHEDULE OF THE PROPERTY (IES):

1. All that piece and parcel of N.A. land bearing Plot No. 09 admeasuring area 521.19 Sq. Mtrs out of Survey No: 37/3, laying and being at Dasak, Nashik Taluka & District Nashik, within the limits of Nashik Municipal Corporation, Nashik & Registration District & Sub-District Nashik and the said property being bounded as under:

East	: Cart Road
West	: 20 Ft. Wide Colony Road
South	: Canal Road
North	: Plot No. 08

Together with all rights of easement, access, ways, common roads & other rights appurtenant with right of ownership of the said property.

Place : Nashik  
 Date : 22/09/2015

*(Signature)*  
 Signature of the Advocate



नक्कल करिता  
गां. नं. क्र. ७, ७अ, व १२

गांव दसक  
तालुका नाशिक

भूमापन क्रमांक <u>१०१३</u>	हि.क्र. <u>५</u>	धारणा प्रकार <u>भावाण</u>	गां. नं. क्र. ७	खाते क्रमांक <u>५५१</u>
पू. का. क्रमांकाचे स्थानिक नाव <u>लाग</u>			भोगवटदाराचे नाव <u>१४६० ४३१७ ३५२९</u> <u>दीपा का. भा. ध. सोसायटी</u> <u>सभासद</u>	कुळाचे नांव <u>खंड</u>
लागवडी योग्य क्षेत्र	एकर	गुंटे		
	हेक्टर	असर		
	चौरस	मिटर		
जिरायत	<u>५२९</u>	<u>९९</u>		इतर अधिकार <u>७५०६ ३५२९</u>
बागायत				
भात शेती				
एकूण-	<u>५२९</u>	<u>९९</u>		
ले. ख.				
प. (अ)				
वर्ग (ब)				
एकूण-				
आकार बिनशेती-	रूपये	पैसे		
जुडी किंवा विशेष -		<u>१५</u>		
आकार पाण्याबाबत-	<u>(२६-४४)</u>			
एकूण-	<u>३९०</u>	<u>१९</u>		

गां. नं. क्र. ७ अ

गां. नं. क्र. १२

वर्ष	जमीन कसणाऱ्याचे नांव	रीत	हंगाम	पिकाखालील क्षेत्रांचा तपशिल									पडीत पिकास निरूपयोगी जमिनीचा तपशिल		पणजी पुरवठ्याचे साधन	शेरा	
				मिश्र पिकांचे एकूण क्षेत्र			मिश्र पिकातील प्रत्येक पिकाचे क्षेत्र			अ मिश्र पिकाचे क्षेत्र			प्रकार	क्षेत्र			
				मि. पी. सेकंटांक	जलसिंचित	अजलसिंचित	पिकाचे नांव	जलसिंचित	अजलसिंचित	पिकाचे नांव	जलसिंचित	अजलसिंचित					
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	१७	
<u>२०१४</u> <u>२०१५</u>	<u>(५)</u>																

नक्कल फी

अस्सल प्रमाणे खरी नक्कल तयार ता. २४/११/२०१५

तलाठी दसक  
ता. जि. नाशिक

Title Clearance Report of

NK

२४. श्री. लक्ष्मिकान्त-हरिगुण-जोशी .

Padma Thorat

B.A.L.L.B

ADVOCATE

OFFICE : MARUTI CHAMBERS, DIST COURT, NASHIK.

RESI : KAI. KESHAVRAO THORAT CHOWK. DEOLALI GAOAN, NASHIK ROAD. PHONE : 63008

Date: 10/01/2002.

TITLE CLEARANCE REPORT.

I have been instructed by Shri Laxmikant Madhusudan Joshi of Nashik-Road to report about the title of his plot bearing Survey No. 30/3, Plot No.9, admeasuring 521.99 Sq.mtrs. situated at Village : Dasak, Tal. & Dist. Nashik..

Shri Joshi has produced before me the following documents for my inspection :-

- 1) For Extract of M.E. Nos. 1202, 1243, 1617, 1664, 1809, 2386, 2431, 3521, 4327.
- 2) 7/12 extracts of Plot No. 9 out of S.No. 30/3.
- 3) Layout of sanctioned plan of Plot No. 9 of S.No.30/3.
- 4) N.A. permission letter of Collector of Nashik under No. DV/Dasak-3/WS No. 2810/72 dt. 23/3/1972.
- 5) Extracts of 7/12 record of rights for 30 years from 1973 to 2001.

...2/-

On going through the above documents it appears from M.E. No. 1202 that, Plot No. 37/3 of Village : Dasak, Tal. & Dist. Nashik was originally belonged to one Bela D'souza till her death.

It appears from M.E. No. 1202 that, as per Order dt. 7/12/1963, the said land was acquired by concerned department, therefore as per the order of Collector of Nashik of the same, order of Mamlatdar No. WS 2/1959 dt. 19/11/63 and LND 2 5220 dt. 23-11-63 the said order was passed which is as follows :-

S.No.	Area	Name
37/3	1.51	1.11.0 Mrs. Bela D'souza

**Padma Thorat**

B.A.L.L.B

ADVOCATE

✱ OFFICE : MARUTI CHAMBERS, DIST COURT, NASHIK.

✱ RESI : KAI. KESHAVRAO THORAT CHOWK. DEOLALI GAOAN, NASHIK ROAD. PHONE : 63008

- 3 -

Date :

It appears from M.E. No. 1245 that, on 18/7/62 Mrs. ~~Bisa~~ Bela D'souza expired and as per her Will, the whole estate or said land transferred to her daughter Anita ~~D~~ D'souza and as she was minor, her guardian was Fransis D'souza and their names were registered.

As per M.E. No. 1617 it appears that the Indian Coinage & Weightage Act 1958 was complemented & records were modified as per & the said M.E. was certified.

It appear from M.E. No. 1664 shows that Plot No. 37/3 was purchased by Shrirang Co-op. Housing Society from Anita D'souza thru' guardian Fransis D'souza and under a Registered Sale-Deed dt. 4/2/1971 and his name has been entered in the record of rights. And accordingly the permission has been taken from the Asstt. Collector Nashik by his Order No. TNC/WS/2400/70 dt. 17/9/1970.

...4/-



According to M.E. No. 1809, Shrirang Co-op. Housing Society intends to construct the building for which permission for non-agriculture use has been taken from Asstt. Collector of Nashik by his Order No. WS-II/2810 dt. 24/10/1972.

It appears from M.E. No. 2386 that, as per Order on 20/12/1979 the Development Scheme Group No. 9-2 Bunding Form No.2, the Bunding Tagai is as follows :-

Name of Purchaser	B.No.	Area (Developed)	N.A. Duty	Total	Tagai Amount
Shrirang Society Ltd.	37/3	1.7	---	291.38	37/2 'A'
					37/2 'B'
					37
					<u>3</u>

No mutation as page is torn.

...5/-

Padma Thorat

B.A.L.L.B

ADVOCATE

OFFICE : MARUTI CHAMBERS, D. COURT, NASHIK.

RESI : KAI. KESHAVRAO THORAT CHOWK. DEOLALI GAOAN, NASHIK ROAD. PHONE : 63008

- 5 -

Date :

It appears from M.E. No. 2431 on 2/6/1980 Smt. Shubhangi Sudhakar Dusane purchased Plot No.1, out of S. No. 37/3 from Pundlik Ramchandra Dusane by Sale-Deed for Rs. 10,000/- on 18/3/1980.

It appears from M.E. No. 3521 that on 20/3/1987 Madhusudan Joshi died at Nashik and names of his heirs were recorded as follows :-

Sr.No.	Name of the Heir/s	Relation	Age
1)	Vasundara Madhusudan Joshi	Wife	66
2)	Sadanand Madhusudan Joshi	Son	32
3)	Laxmikant Madhusudan Joshi	Son	28
4)	Anadha Narendra Tatke	Daughter	26
5)	Ujwala Avinash Devale	"	28

As per M.E. No. 4327 the said land property was belong to Shrirang society out of S.No. 37/3, Plot No. 1 to 15 & out of S.No. 37/2B/1-2, Plot No.4 were registered in Record of rights.

...6/-

It appears from the 7/12 extracts that, the name of Vasundara M. Joshi Sadanand M. Joshi, Laxmikant M. Joshi, A.N. Tale, Ujjwala A. Devale are entered as owners and are in possession of the said plot.

It further appears that, the Regn. No. HSG/271/1960 of society, the permission is not necessary under society Act.

The said plot is converted to N.A. use by the application made by Shrirang Co-op. Housing Society Nashik, by the Collector of Nashik and has issued the N.A. use certificate vide his Order No. DV/NSI/ Dasak-3/NA No./2810/72 dt. 25/10/1972

On taking search in the Office of the Sub-Registrar Nashik and also going through the above-mentioned papers & documents I come to the conclusion that, the said plot bearing Plot No.9 out of S.No. 37/3, situated at Village : Dasak, Tal. & Dist. Nashik is free from any encumbrances & title to the said

Padma Thorat

B.A.L.L.B

ADVOCATE

OFFICE : MARUTI CHAMBERS, DIST COURT, NASHIK.

RESI : KAI. KESHAVRAO THORAT CHOWK. DEOLALI GAOAN, NASHIK ROAD. PHONE : 63008

- 7 -

Date: 10/1/2002.

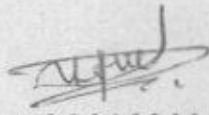
plot is clear.

The extracts from 7/12 for the years 1987 to 2001 shows that, the said plot is exclusively owned by Joshi family & he is in possession of the said plot as owner thereof.


Thus on going through the above documents and the search taken about Plot No.9, area admeasuring 521.99 Sq mtrs. out of S.No. 37/3 situated at Village : Dasak, Tal.& Dist. Nashik appears to be free from all encumbrances and it is in the possession of Owner Joshi family. The said plot is having a clear & marketable title and which is free from all encumbrances.

Place : Nashik

Dated : 10/1/2002.

  
.....  
( PADMA THORAT )  
ADVOCATE

TRUE COPY

  
KAILAS SHINDE  
NOTARY, MAHARASHTRA STATE



**SANTOSH DATTATRAYA DIGHE**

B.Com., D.T.L., LL.B.  
ADVOCATE & NOTARY

Office:

FH-06, Thakkar Bazaar,  
First floor, New C.B.S.  
Nashik - 422 001  
Phone: (0253) 6416823  
Mobile: 9823130456

Residence :

211, Pitrukhaya Bldg,  
Behind Kushavarta Tirth  
At. Post. Trimbakeshwar,  
Tal. Trimbakeshwar,  
Dist. Nashik, Pin-422 212,  
Phone No. (02594) 233075

Date : 9/7/2015 .

To,  
The A.G.M.  
State Bank of India,  
R.A.S.M.E. C.C.C. NASHIK.

**Subject : Regarding Returning Home Loan File of, borrower  
Mr. Kautik Mogal Lokhande .**

Respected Sir,

Following documents are not available in the loan file of borrower.

- ✓(1) Copy of, Sale Deed of ,Plot of Mr. Sanjay Akaram Jadhav.
- ✓(2) Copy of Agreement for sale, dated 28/12/2001, Sr.No. 12275.
- (3) Copy of Sale Deed or any other document showing the ownership of,  
Smt. Vasundhara Joshi.
- ✓(4) Copy of Recent 7/12 extract.
- (5) Copy of, Mutation Entries, 6D.
- (6) ~~Approved plan & Commencement Certificate.~~
- (7) Share Certificate.
- ✓(8) N.A. Tax Paid Receipt.
- ✓(9) Copy of, General Power of Attorney, executed by, Mr. Sanjay Akaram  
Jadhav, in favour of, Mr. Krushnant Akaram Jadhav.

Due to lack of abovementioned documents ,I am returning this loan  
file to bank .

Thanking You.

Nashik .

Your's fathfully .

  
(Advocate , Santosh Dighe )

**SANTOSH DATTATRAY DIGHE**  
B.Com., D.T.L., LL.B.  
ADVOCATE & NOTARY  
FH-06, 07, THAKKAR BAZAR,  
FIRST FLOOR, NEW C.B.S., NASHIK  
PHONE : 6416823



**S. D. DESHPANDE** B.E.(Mech.) FIE FIV MICA

■ Chartered Engineer ■ Valuer ■ Competent Person ■ Arbitrator

Contact +91 94222 58807 253 - 2355475 e-mail : sanjaydeshpande63@gmail.com

Ref. No.SDD/SBP/SBI/78

Date: 24/09/2015

Name & Address of Branch: RASMCCC Branch, State Bank of India, Nashik

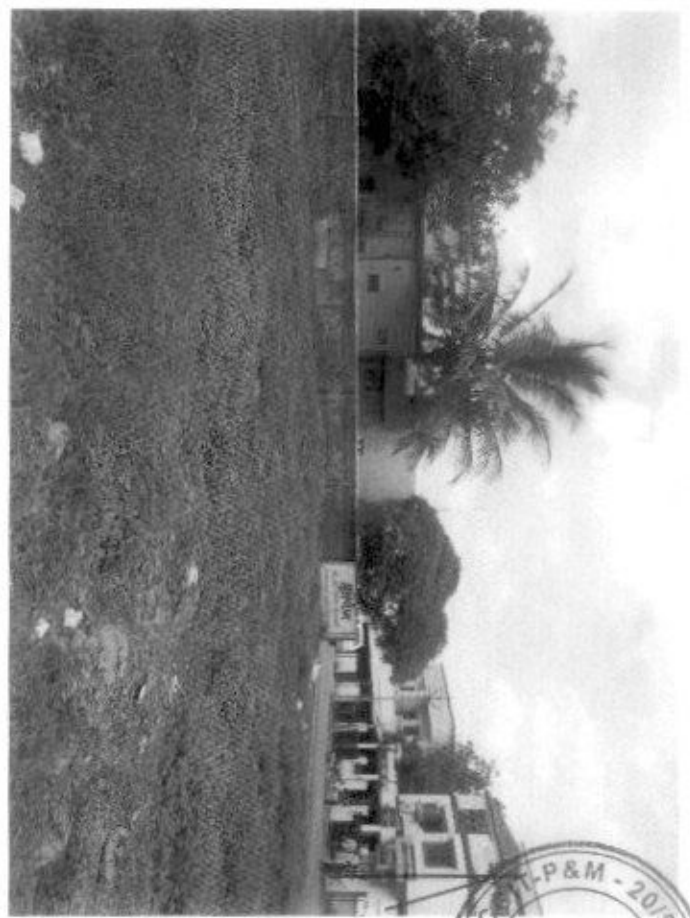
Name of Customer /Borrower /Unit: Mr. Kautik Mogal Lokhande

1	Customer Details								
	Name: Mr. Kautik Mogal Lokhande								
	Application No: / LOS No. - 4771321								
2	Property Details								
	Address:- Plot No.9, Survey No.37/3 Near ShriRange CHS, behind Neharu Nagar, Dasak Nashik								
	Near by Landmark		Near Jiwan Joyti Hospital, Champanagari Nashik						
3	Document Details			Name of Approving Auth.					
	1) 7/12 Extract of Dasak Nashik Dt. 24/07/2015 Land bearing Plot No.9 Admeasuring Area 521.19 Sq. Mt. out of Survey No. 37/3 in the name of Shrirang Co-op Housing Society Ltd								
	2) Society Registered in name of Shrirang CHS Ltd. Regd. No. NSK/HSG/271/ Dt. 25/03/								
	3) Agreement to Sale Registered Document No. NSN-3-650-2015 Dt. 30/10/2015								
	4) NA Tex Payment Receipt No. 921379 Dt.03/08/2015 Year 2015-16								
	5) Copy Of NA Order Given by Collector of Nashik Order No. WS2/2810/72 Dt.25/10/1972								
4	Physical Details								
	Adjoining Properties	East	Road	West	20 Mt Road	North	Plot No.8	South	Canal Road
	Matching of Boundaries		Yes	Plot394514 88.00 Demarcated	Yes	Approved land use	Yes	Type of property	PLOT
	No of rooms	Living/Dining	-	Bed Rooms	-	-	Two	Kitchen	-
	Total No of Floors	-	Floor on Which the property is located	-	Approx age of the property	-	Residual age of the property	-	
5	Tenure / Occupancy Details								
	Status of Tenure	Owned / Rented		No of years Of occupancy	Relationship of tenant or owner		Not Applicable		

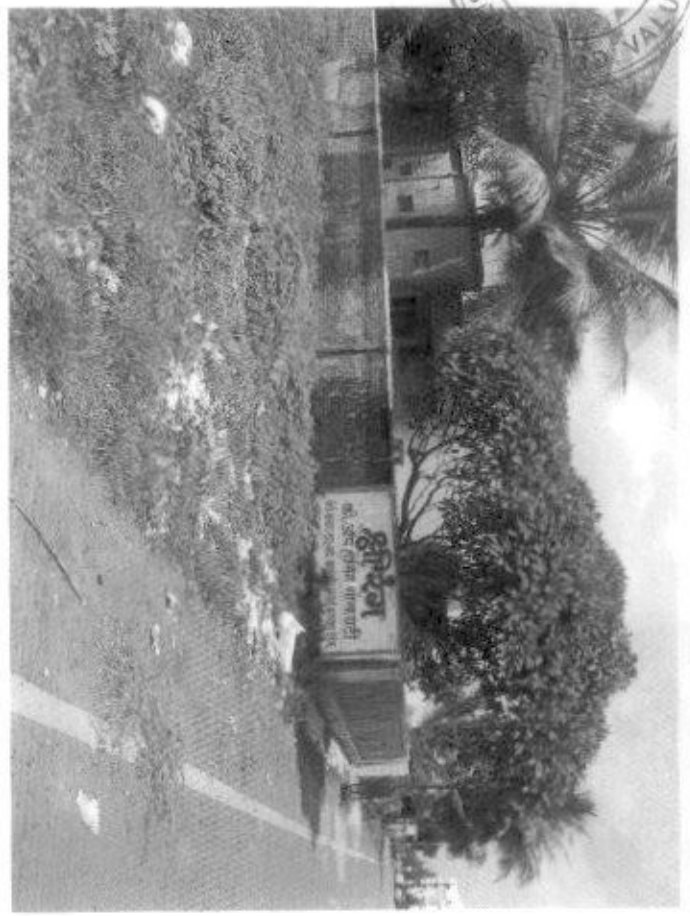


6	Stage of Construction		Stage of Construction		-	If under Construction ,extent of Completion			
7	Violations if any observed		Nature and extent of violation		Not Applicable				
8	Area Details of the property								
	Sit Area	521.19 Sq. Mt	Plot Area	521.19 Sq. Mt	Built up Area	-	Saleable Area	521.19 Sq. Mt ( Plot Area )	Remark
9	Valuation								
	<p>i. Mention the value as per Government Approved Rates also</p> <p>ii. In case of variation of 20% or more in the valuation proposed by the valuer and the Guideline value provided in the State Govt. or Income Tax Gazette justification on variation has to be given summary of valuation</p> <p>iii. Guideline Value</p> <p>a. Land PLOT AREA 521.19 Sq. Mt x Rs 21,000/- Per Sq. Mt. = Rs1,09,44,990/- Say Rs 1,10,00,000/- ( Rs One Crore Ten Lac Only )</p> <p>b. Building / Flat</p> <p>iv. Fair Market Value <span style="float: right;">Rs 1,10,00,000/- ( Rs One Crore Ten Lac Only )</span></p> <p>v. Realizable Value 90% <span style="float: right;">Rs 1,00,00,000/-</span></p> <p>vi. Forced / Distress Sale value 80% <span style="float: right;">Rs 90,00,000/-</span></p>								
10	Assumptions / Remarks		<p>i) Qualifications in TIR / Mitigation suggested , if any</p> <p>ii) Property is SARFAESI compliant: No</p> <p>iii) Whether property belongs to social infrastructure like hospital, school, old age home etc</p> <p>iv) Whether entire piece of land on which the unit is set up / property is situated has been mortgaged or to be mortgaged.</p> <p>v) Details of last two transactions in the locality/area to be provided, if available</p> <p>vi) Any other aspect which has relevance on the value or marketability of the property.</p>						
11	Declaration		<p>i) The property was inspected on Dated - 22/09/2015</p> <p>ii) The undersigned does not have any direct/indirect interest in the above property</p> <p>iii) The information furnished herein is true and correct to the best of our knowledge.</p> <p>iv) I have submitted Valuation report directly to the Bank</p> <p>v) Photographs attached</p>						
12	Name address & signature of valuer with Wealth Tax Registration No.		Place:- Nashik		 <p>Sanjay Dattatray Deshpande B.E. FIE FIV MICA Govt Registered Valuer-(N) CCIT P &amp; M-20/59/06-07</p>				
			Date:- 22/09/2015						

P. agrow  
 Jain m v  
 1.10.00.000/-  
 09/11



(N) C&T-P&M - 20/59  
S. D. DESHPANDE  
VALUER



Lokhande Plot



Bytco College, Nasik Road Branch  
Maharashtra

Phone No. 0253-2463510

\* e-mail bom1169@mahabank.co.in

AU47/ADV/2015

07/11/2015

TO WHOMSO EVER IT MAY CONCERN

THIS IS TO CERTIFY THAT MR KAUTIK MOGAL LOKHANDE HAS AVAILED PERSONAL LOAN A/C NO 60150958270 OF RS.100000 ON 26<sup>TH</sup> OCT 2013 AND HE HAS REPAYED THE LOAN ALONG WITH UPTO DATE INTEREST ON 29<sup>TH</sup> APRIL 2015 . THE ABOVE ACCOUNT STANDS CLOSED AS ON 29<sup>TH</sup> APRIL 2015.

THIS CERTIFICATE IS ISSUED AT THE REQUEST OF THE CUSTOMER.

कृते बँक ऑफ महाराष्ट्र  
BANK OF MAHARASHTRA

Branch Manager  
शाखाधिकारी

Bytco College Branch, Nashik Road  
बिटको कॉलेज शाखा, नाशिक रोड



Lokhande