

- 2) Originally the said land property owned and possessed by Smt. Shalinibai Gaidhani & other 4. On dated 29-12-1966 Smt. Shalinibai Gaidhani and other 5 purchased the said land from Punja Bala Pawar of Rs. 3000/- on dated 23-9-1967, admeasuring 11 H. 6 Ares. M.E.No. 5776 was duly certified.
- 3) Thereafter the said land owners taken permission of N.A. from the Deputy Collector of Nashik No. Tenancy/NS/2339 dated 23-12-1966. M.E.No. 5776 was duly made and certified.
- 4) On dated 6-8-1968 the said land owners could not start the N.A. use, the said land owners continued the said order from Dy. Collector of Nashik. by M.E. order No. 5837 was duly made and certified.
- 5) Thereafter on dated 22-4-84 Smt. Shalinibai Gaidhani and others 5 prepared layout plan through its architect and submitted to the Collector of Nashik which is duly approved by Collector No.R.B.O.III/4/2772 dated 20-2-80 .M.E.No. 9042 was duly made and certified.
- 6) Thereafter the said land owners Shri.Dharmaraj Anandrao Mahale and Arun Dharmaraj Mahale give the Power of Attorney in favour of Shri. Nanjibhai L.



Resid: Gandhyanagar Compound, 2nd Floor, 1st Building, Nashik, Maharashtra, India.

Ph: 555946 (R) 9823087111

Office: 16 P. S. Chamber, Dist. Court, Nashik, Ph: (Chamber) 312610 (Office) 554291

R.

4-2-2000

-: TITLE CERTIFICATE :-

TO WHOM SO EVER IT MAY CONCERN

DESCRIPTION OF PROPERTY:-

All that piece and parcel of Non-Agricultural Land situated at Makhamalabad bearing S.No. 25/1B+2A/2/2, Plot No. 3 & 4 admeasuring 609.66 Sq.mtrs. laying and being situate at Makhamalabad, Taluka and District Nashik within the limits of Nashik Municipal Corporation and registration and Sub- Registration Dist. Nashik.

I have been requested by Mr. Nanjibhai L. Patel, investigated the title of the said property and has accordingly placed before me the relevant 7/12 extracts, Mutation Entries etc.. I have also perused the Search report of property.

Accordingly I have scrutinised the aforesaid documents and search report, my opinion about the title of the property is as follows:-

- 1) The said property at present as per the Extract stands in the name of Smt. Vimalbai Dharmaraj Mahale and others.

duly authenticated , executed before the Notary Sri. N.K.Karpe at document serial No. A-669/99 and A668/99 on dated 24-12-99 respectively .


10) The records shows that the said Developer has commenced construction on the said property and the same is in progress in accordance with the aforesaid approved building plan. The building comprises 23 residential flats. Each unit shall have independant approach to it and shall have all the required facilities and amenities.

11) Further to acquire perfect title and legal status to each independant construction unit the said property and the proposed building thereon under a scheme of apartment U/s. 2 & 11 of the Maharashtra Ownership Act 1976, and under rule 3 of the Maharashtra Apartment Rules 1972. The building name as "ANUANAND APARTMENT".

12) The said developer is intending to enter into agreements in respect of various constructed premises.

In the backdrop of my above observation based upon the documents as stated herein above. I am of the opinion that the title of the said property & the proposed construction of various tenaments in Anuanand Apartment is clear, valid, legal and marketable and free from all encumbrances of whatsoever nature.
Mashik .

Date: 4-2-2000


(S. S. Dhargar)
Advocate.

16/02/2015

16/02/2015

16/02/2015

-3-

Patel and Development Agreement these both documents are duly authenticated, executed before the Notary Shri. B.M. Gaidhani at document serial No. Feb/61/1996 and Feb/62/1996 respectively.

- 7) Thereafter the said developer prepared a building plan and submitted to the Town Planning Department of Nashik Municipal Corporation which is duly approved and sanctioned vide sanction of Building permit and commencement certificate No.LND/1 /460/1736 dated 14-9-1996.
- 8) Thereafter the said land owner Shri.Dharmaraj A. Mahale expired on dated 12-3-98, his legal heirs were brought on records as follows:-
 - 1) Vimalbai D. Mahale, 2) Arun D. Mahale, 3) Alka B. Jadhav, 4) Anita A. Suryawanshi. No. 13614 was duly made and certified.
- 9) Thereafter the said plot owners Smt. Vimalabai D. Mahale and others 4 give the Power of Attorney in favour of Shri. Nanjibhai L. Patel and Development agreement. These both documents are

42. 43.

दस्त क्र. [नसत5-3050-2006] या मधील
बाजार मुल्य : 1 मोबदला 1 भरलेला मुद्रक शुल्क 100

दस्त हजर केल्याचा दिनांक : 02/06/2006 11:31 AM
निष्पादनाचा दिनांक : 02/06/2006
दस्त हजर करणा-याची सही

दस्ताचा प्रकार : (84) घोषणा पत्र
शेवका क्र. 1 ची वेळ : (सादरपत्रिका) 02/06/2006 11:31 AM
शेवका क्र. 2 ची वेळ : (शु) 02/06/2006 11:31 AM
शेवका क्र. 3 ची वेळ : (कबुली) 02/06/2006 11:31 AM
शेवका क्र. 4 ची वेळ : (ओळख) 02/06/2006 11:31 AM

दस्त गोप केल्याचा दिनांक : 02/06/2006 11:35 AM

ओळख :
दुय्यम निबंधक यांच्या ओळखीचे इसम अस निदेशित करतास की, से दस्तऐवज करून देणा-यांना
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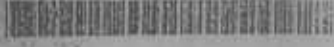
1) अॅड.सविप भास्करराव अहिरराव - चॅम्बलेंट नं. 5
गल्ली/रस्ता : -
ईमारतीचे नाव : मारुती चेंबर्स
ईमारत नं. : -
पेठ/पसाहत : जि. न्या. आवार
शहर/गाव : नाशिक
तालुका : -
पिन : -

[Signature]
दु. निबंधकाची सही
सेट दु. नि. का-नाशिक 5

प्रमाणित करण्यात येते की,
या दस्तामध्ये 43 पाने
आहेत.
सह. दुय्यम निबंधक वर्ग-२
नाशिक-५.

पुस्तक क्रमांक १, क्रमांक
3050 वर नोंदला.
दिनांक 2 माहे 02 सन 2006
सह. दुय्यम निबंधक वर्ग-२
नाशिक-५.





Friday, June 02, 2006

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Original

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High: 39 M

पुस्तिका

पावती क्र. : 3088

दिनांक 02/06/2006

गावाचे नाव मरुमलामाद

दस्तऐवजाचा अनुक्रमांक नसल5 - 03050 - 2006

दस्ता ऐवजाचा प्रकार मीपना पत्र

दर करणाराचे नाव: श्री. नानजीसाहेब लक्षा पटेल

नोंदणी फी 100.00

नक्कल (अ. 11(1)), प्रस्तावनाची नक्कल (अ. 11(2)), 1060.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रिस फी (53)

एकूण रु. 1160.00

आपणास हा दस्त अंदाजे 11:48AM ह्या वेळीस मिळेल

पुस्तिका निवडणूक
सह. पु. नि. का. नाशिक 5

बाजार मुल्य: 1 रु.

मीपदला: 1 रु.

भरलेले मुद्रांक शुल्क: 100 रु.



A. B. GAIKWAD & ASSOCIATE

- ✦ CHARTERED ENGINEER & REG. VALUER CAT-1/399
- ✦ GOVT. APPROVED VALUERS
- ✦ STRUCTURAL ENGINEERS
- ✦ PLANNERS & DESIGNERS

A. B. GAIKWAD
B.E. (Civil) MIE. FIV

GE-15, Ground Floor, Thakkar Bazar, Trimbak Road, Nashik - 422 002. Phone - 9860572555, 9960376617

REF NO : ABG/SBI/2009/J-93

Date : 28/07/2009.

VALUATION REPORT ANNEXURE-1

1)	This Valuation is done on Request of	: MR. VIJAY SUDAM SANAP
11)	Visit Date	: Dt.27/07/2009.
1.	Purpose for which Valuation is made	: For assessment of present market value of the Property for Loan purpose of STATE BANK OF INDIA, [Nashik Branch Nashik]
2.	Date as on which valuation is made	: 28/07/2009
3.	Name of the owner / owners.	: MR. VIJAY SUDAM SANAP
4.	If the property is under joint ownership /ownership share of each such owner are the shares undivided ?	: Sole Ownership
5.	Brief description of the property	: THE SAID PROPERTY IS FLAT NO-17, ANU ANAND APARTMENT, KISHOR SURYAWANSHI MARG, OPP. R.T.O. OFFICE ,PETH ROAD, NASHIK. SURVEY NO. 25/1B+2A/2/2 PLOT NO-3 & 4
6.	Location street, ward no	: PETH ROAD
7.	Survey/ Plot No. of land	: PLOT NO. 3 & 4, SURVEY NO.25/1B+2A/2/2
8.	Is the property situated in residential/ Commercial/industrial/mixed are	: Residential Area
9.	Classification of locality high class/ middle Class/ poor class	: Middle Class
10	Proximity to civic amenities like schools	: Within 1 Km. away from the property.

THE MARKET VALUE

Rs.6,30,000/-

((In Words Rs. Six Lakhs Thirty Thousand only)

The realizable value of the above property is

Rs. 5,67,000/-

The distressed sale value of the above property

Rs. 5,38,650/-



11.	Means and proximity to surface Communication by which the	: The Locality is well connected by road Nearest Railway Station is Nashik Road within 12 Km.
	[a] Boundaries of the Property	Flat No-17

LAND :

12.	Area of land supported by documentary proof shape Dimensions and physical features.	: N.A.
13.	Roads, Streets or lanes on which the land is abutting	: It is abutting Colony Road Front Building
14.	Is it freehold or leasehold land?	: Free Hold
15.	If lease hold the name of lessor/ lessee, nature of Lease, dates of commencement and terminated of lease and terms of renewal of lease	: N. A
i)	Initial premium	
ii)	Ground Rent payable per annum	
iii)	Unearned increase payable to the lessor.	
16.	Is there any restrictive covenant in regard to use of land ? If so attach a copy of covenant	: N. A.
17.	Are there any agreement of easements? If so attach copies.	: N. A.
18.	Does the land fall in area in any Town planning plan of Government or any Statutory body If so give particulars.	: Commencement Certificate No. LND/BP/300 Panchavati Dt.9/3/2000. & Completion certificate No. Nagarrachana/ Panchavati/ 3476 Dt.15/5/2000.
19.	Has any contribution been made to wards development or is any demand for such contribution still outstanding	: N. A.
20.	Has the whole or part of the land been notified for acquisition by Government or any Statutory body ? Give date of the notification.	: N. A.



Improvements :

21.	Attach a dimensional site plan	: Owner may attach on demand, if required
22.	Attach plans and elevations of all structures standing on the land and a layout plan	: Owner may attach on demand, if required
23.	23. Furnish technical details of all the Plot on a separate annexure	: As per annexure enclosed
24.	[i] Is the plot owner-occupied/tenanted both?	: Owner Occupied
	[ii] If partly owner-occupied. Specify portion And extend of area under owner-occupied.	: Full
25.	What is the floor space index permissible and percentage actually utilized	: As permissible according Nashik Municipal Corporation, Nashik.
26.	[i] Names of tenants/ lessees/ Licensees etc.	: N.A.
	[ii] Portions of their occupation	
	[iii] Monthly or annual/ rent/ compensation/license fee, etc paid by each	
	[iv] Gross amount received for the whole property.	
27.	Are any of the occupants related to or close business associates of the owner.	: N.A.
28.	Is separate amount being received for the use of fixtures like fans, geysers refrigerators, Cooking ranges. Built-in-wardrobes etc. or for service charges. If so give details.	: N.A.
29.	Give details for water and electricity charges. If any to be borne by owner.	: N.A.
30.	Has the tenant to bear whole or part of the cost of repairs and maintenance?	: N.A.
31.	If a lift is installed who is to bear the cost of maintenance and operations owner or tenant.	: N.A.
32.	If a pump is installed who has to bear the cost of Maintenance and perations owner or tenant?	



33.	Who has to bear the cost of electricity Charges for lighting of common space like entrance hall Stairs passages compound etc- Owner of Tenant ?	: ---
34.	What is the amount of Property tax ? Who is to Bear it ? Give details of documentary proof.	: Details are not produced
35.	Is the plot insured ? If so give the policy no. amount for which its is insured and the annual Premium.	: Could not be ascertained during inspection
36.	Is any dispute between landlord and tenant regarding rent pending in a Court of Low ?	: N. A.
37.	Has any standard rent been fixed for the premised under any relating to the controlled of Rent.	: N. A.

Sales :

38.	Give instances of sales of immovable property in the locality on a separate sheet, indicating the name and address if the property registration no. sale price and area of land sold.	: On oral inquiry and survey done, the present market rates are found to be varying anything around Rs.1000/- To 1500/- per Sq. Ft. For Flat and around the locality for similar type of Residential Premises mainly due to the proximity to civic amenities.
39.	Land rate adopted in this valuation	: Land Rate Not Consider
40.	If sale instances are not available or not related Upon the basis of arriving at the land rate.	: By Local Survey & Inquiry
41.	Year of commencement of construction and year of completion.	: Commencement Certificate No. LND/BP/300 Panchavati Dt.9/3/2000. & Completion certificate No. Nagarrachana/ Panchavati/ 3476 Dt.15/5/2000.
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 agreements. For Items of small work done by engaging Labour directly give basic of materials and Labour supported by documentary proof.	: N.A.



PART II- VALUATION

In our opinion, after having considered all the aforesaid factors, real estate market conditions, commercial utility, good locality, proximity to civic amenities, Colony Road Front Building, year of construction of the Building is 2000, physical condition/ life of Building finishing & amenities provided at Second Floor built up Area of technical details of the Building and various other information gathered in this regard, we ascertain the present market rate of the aforesaid premises is as follows :

As per present Market Rate :

Sr.No.	Flat No.	Built-Up Area	Per sq.Ft.	Total Value
1.	Flat No.17	525.00 Sq.Ft.	Rs.1200/-	Rs.6,30,000/--
Total				Rs.6,30,000/-

THE MARKET VALUE**Rs.6,30,000/-**

(In Words Rs. Six Lakhs Thirty Thousand only)

The realizable value of the above property is	Rs. 5,67,000/-
The distressed sale value of the above property	Rs. 5,38,650/-

As on date 28/07/2009.

Documents Verified :

[a] Approval Plan [b] Commencement Certificate [c] Agriment For Sale

PART III - DECLARATION

I hereby declare that,

- [a] The information furnished in the enclosed paper is true and correct to the best of my knowledge and belief.
- [b] I have no direct or indirect interest in the property valued.
- [c] I have not been convicted of any offence & sentenced to a term of imprisonment.
- [d] This report is prepared for specific purpose & specific intended user
- [e] The property was inspected on 27/07/2009 presence of MR. VIJAY SANAP

Date : 28/07/2009.

Place : Nashik



A. Gainward

SIGNATURE OF VALUER
[PANEL VALUER STATE BANK OF INDIA]

ANNEXURE-2

Technical details :

1.	No. of floors and height of each floor	: Second Floor
2.	Plinth area floor wise [As per IS: 3861-1966]	: B/UP Area 525.00 Sq.Ft.
3.	Year of construction	: 2000
4.	Estimated future life	: 51 years of thereabout [with proper maintenance and care]
5.	Type of construction [Load- bearing walls/R.C.C. frame/ Steel frame structure]	: R.C.C. Framed Structure
6.	Type of foundations	: R.C.C. Foundation
7.	Walls	: R.C.C.
	[a] First Floor	: 140 mm thick burnt brick masonry walls in cement mortar
8.	Partitions	: 140 mm thick burnt brick masonry walls in cement mortar
9.	Doors & Windows	: Sagwan Doors & Sliding Glass Window
10.	Flooring [floor wise]	: Yes
	[a] Stilt Floor	: Spartex Flooring
11.	Finishing [Floor wise]	: Cement plastered & Plastic Paint & POP
12.	Roofing & Terracing	: R.C.C. Slab
13.	Special architectural or decorative features if any	: Good Elevation
14.	[i] Internal wiring -surface conduit	: Simple Fitting
	[ii] Class of fitting Superior/ Ordinary/ Poor	



15.	Sanctuary Installation	:	
[a]	[i] No. of water closets	:	--
	[ii] No. of lavatory basins	:	01
	[iii] No. of urinals	:	--
	[iv] 5 No of Common Toilet	:	01
[b]	Class of fitting Superior colored / Superior white/ ordinary	:	Superior
16.	Compound wall		Yes.
	[a] Height and length	:	--
	[b] Type of construction	:	--
17.	No. of lifts and capacity	:	No.
18.	Underground Tank capacity and type of construction	:	5000 Ltr.
19	Overhead tank		Yes.
	[i] Where Located	:	Approx. 500 Ltr.
	[ii] Capacity	:	--
	[iii] Type of construction	:	--
20	Pumps No. their H.P	:	As per Requirement
21	Road & paving with in the Compound Approximate area and Type of Paving	:	P.C.C. Flooring
22	Sewage disposal whether connected to Public Sewers. If septic tank provided no & capacity	:	Septic tank & Soak pit.







1297458 इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. रुबवात फी.
३. फाईल करण्याची फी.
अनुच्छेद अकरा अन्वये.
४. अनुच्छेद वीस अन्वये.
५. मुखत्यारत्ना अनुप्रमाण.
६. गृहभेट फी.
७. सुरक्षित ताबा फी.
८. मोहोरबंद पाकिटांचा निसेप.
९. मोहोरबंद पाकिटे उघडणे.
१०. मोहोरबंद पाकिटे परत मागे घेणे.
११. अडत.
१२. परिचारिका किंवा स्त्री परिवाराची सेवा.
१३. न्युन आकारित फीची वसुली.
१४. जड संग्रहाच्या घम्टूच्या विद्रीचे रापण.
१५. विलेख इ. च्या नकला पाठविण्याचा टपाल खर्च.
१६. प्रवास खर्च.
१७. भत्ता.

दुय्यम निबंधक

दस्तावेज परत केला.

पावती क्र.

नोंदणी ३९ म.
Regn. 39 m.

दस्तावेजाचा/अर्जाचा अनुक्रमांक

दिनांक ३०/०५/१९९७ मस १९

दस्तावेजाचा प्रकार-

शोध प्रमाणितपत्र (१९९५)

सादर करणाराने नाव-

स्ट्रिक्ट लेफ्ट हॉन्स इन्फिन्ट्री

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
- प्रमाणित नकला (कलम ५७) (फोलिओ)
- इतर फी (मागील पानावरील) बाब क्र. ३+४

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९५	१००
९६	१००
९७	१००
९८	१००
९९	१००
१००	१००

दस्तावेज

नक्कल

रोजी तयार होईल व

नोंदणीकृत डाकेने पावती जाईल.

या कार्यालयत देण्यात येईल

सह. मुख्य अधिकारी

दस्तावेज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने पावती जाईल-?

हवाली करावा.

सादरकर्ता

UMESH PRAKASH KULKARNI

B.S.L., LL.B., D.L.W., D.C.L.

ADVOCATEOffice : ● Chamber No.312/3, District Court Compound, **Nashik - 422 002**. Ph.: 0253 - 2317188● Chamber No. 105, Niphad Court, **Niphad**. Ph.: 02550 - 241274Resi.: E - 4/5, Renuka Nagar, Wadala Naka, **Nashik - 422 001**. Ph.: 0253 - 2597002**Annexure-B****TITLE INVESTIGATION REPORT**1. *Name of the Branch/BU seeking opinion:-*

State Bank of India, Nashikroad Branch

2. *Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded:-* Nil3. *Name of the Unit/concern/ company/ person offering the property/(ies) as security:-***Mr. Vijay Sudam Sanap**4. *Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge:-***The borrower agree to purchase the property described in Schedule II mentioned in Annexure D. as individual**5. *State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.):-*

As borrower

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

1. Xerox copy of agreement of sale executed by Mr. Mohammad Hayat Choudhari in favour of Mr. Vijay Sudam Sanap with respect to property described in schedule II in Annexure D, which is registered in the office of Sub-Registrar Nashik at sr. no. 3807 on 18.6.2009, consideration realized Rs. 5,25,000/- out of that Rs. 75,000/- is paid and remaining is to be paid within three month from the date of agreement by availing loan.
2. Deed of Apartment executed by Vimalbai Dharmaraj Mahale and others through G.P.A. Nanjibhai L. Patel in favour of Mr. Mohammad Hayat Choudhari which is registered in the office of Sub-Registrar Nashik at sr. no. 541 on 23.1.2009, in which reference of executed in favour of Mr. Mohammad Hayat Choudhari which is registered at sr. no. 3670 on 25.4.2000.
3. Xerox copy of Development agreement and power of attorney executed by Vimalbai Dharmaraj Mahale and others 3 in favour of Nanjibhai L. Patel which are registered at sr. no. 1810 and 1811 on 13.3.2006 with respect to plot no. 3 and 4.
4. Declaration of Apartment declaration by Vimalbai Mahale and others through G.P.A. Mr. Nanjibhai L. Patel as owner



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State Bank of India, Nashikroad Branch

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As borrower

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4. Declaration of Apartment declaration by Vimalbai Mahale and others through G.P.A. Mr. Nanjibhai L. Patel as owner



and Mr. Nanihai L. Patel as developer which is registered at sr. no. on 2.6.2006.

After inspection of the building plan...

6. Copy on Certificate given by Nashik Municipal Corporation Nashik vide their letter no. "Nagar Rachana" 3476 Panchvati dtd. 15.5.2000.

7/12 extracts from 1986-87 to 2008-2009, in the 7/12 extract dtd. 24.6.2009 name of Vimalbai Dharmaraj Mahale and Arun Dharmaraj Mahale are shown as owner and name Alka Balkrushna Jadhav and Anita Suryawanshi are shown in other rights column.

8. Receipt for the period 2008-2009 dtd. 15.5.2008.

9. Relevant mutation entries.

b) Nature of documents verified and as to whether they are originals or certified copies, or registration extract duly certified. Note- only originals or certified extracts from the registering/ land/ revenue other authorities be examined.

All the documents which are produced are the Xerox copies.

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

i) Survey No. :- -

ii) Door No. (in case of house property):-

iii) Extent/areas including plinth/built up area in case of house property

location like name of the place, village, city, registration,

Law is involved, depending on title clearance of such clog on the Title. (Separate sheets may be used)

1. Original agreement of sale with registration receipt of Mr. Mohammad Hayat Choudhari
2. Original deed of Apartment with registration receipt of Mr. Mohammad Hayat Choudhari

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State Bank of India, Nashikroad Branch

2. *Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded:-* Nil3. *Name of the Unit/concern/ company/ person offering property/ (ies) as security:-***Mr. Vijay Sudam Sanap**4. *Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge:-***The borrower agree to purchase the property described in Schedule II mentioned in Annexure D. as individual**5. *State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.):-*

As borrower

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

1. Xerox copy of agreement of sale executed by Mr. Mohammad Hayat Choudhari in favour of Mr. Vijay Sudam Sanap with respect to property described in schedule II in Annexure D, which is registered in the office of Sub-Registrar Nashik at sr. no. 3807 on 18.6.2009, consideration realized Rs. 5,25,000/- out of that Rs. 75,000/- is _____ and remaining is to be paid within three month from the date of agreement by availing loan.
2. Deed of Apartment executed by Vimalbai Dharmaraj Mahale and others through G.P.A. Nanjibhai L. Patel in favour of Mr. Mohammad Hayat Choudhari which is registered in the office of Sub-Registrar Nashik at sr. no. 541 on 23.1.2009, in which reference of executed in favour of Mr. Mohammad Hayat Choudhari which is registered sr. no. 3670 on 25.4.2000.
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4. Declaration of Apartment declaration by Vimalbai Mahale and others through G.P.A. Mr. Nanjibhai L. Patel as owner

[Signature]
Ad

14. 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 extract duly certified etc. as also any precaution to be taken by Bank in this regard. :-

14. vi Please record the charge of the bank in other rights column of 7/12 extract.

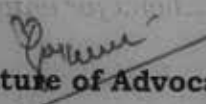
15. vii The specific persons who are required to create mortgage/ to deposit documents creating mortgage:-

Mr. Vijay Sudam Sanap

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

Date:- 30/07/2009

Place:- Nashik


Signature of Advocate

Annexure C

1. Nature of title- (ownership/ leasehold/ occupancy/ Government grant/ allotments etc):- **Ownership rights as per agreement of sale.**

2. If Leasehold, whether

a. Lease duly stamped and registered- **Not applicable.**

b. Lessee is permitted to mortgage the lease hold rights- **Not applicable.**

c. Duration of the Lease/un-expired 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.**

3. If Govt. grant/ allotment/ Lease-cum/ Sale Agreement, Whether

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.**

4. If occupancy right, whether'

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3. Original agreement of sale with registration receipt of Mr. Vijay Sudam Sanap
4. After disbursement of loan amount original deed of Apartment with registration receipt of Mr. Vijay Sudam Sanap

9. **Nature of Title of the intended Mortgagor over the property (whether full ownership right, leasehold rights, Occupancy/ possessory rights or Inam Holder or Govt. Grantee/ allottee etc.)**

Borrower will get ownership upon the property described in Schedule-II after payment of agreed amount to Mr. Mohan Hayat Choudhari

10.(a) **Encumbrances, Attachment, 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**

(b) **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.**

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

Paid.

12. **Details of RTC extracts/ mutation extracts/ Khata extracts pertaining to the property in question. :-**

1. It seen from the revenue record that originally the subject land S. no. 25/1B+2A/2/2 was owned by Shalinitai Achyutrao Gaidhani and other 5 prior to 1984.

2. M.E.no. 9042 dtd 22.5.84 show that Shalinitai A. Gaidhani and others 5 laid layout as per the order of Collector dtd 20.2.84 and in all 1 to 12 plots are laid and plot no. 1 and 2 shown in the name of Mr. Dharma Ananda Mehta.

3. M.E.no. 12614 dtd. 12.3.98 shows Anandrao Mahale died on 27.7.96 and left behind widow Vimlabai and daughter Alka Balkrishna Jadhav and Anita Ashokrao Suresh.

4. **The property given to Mr. Nanjibhai L. Patil registered under the name of Mr. Nanjibhai L. Patil by virtue of Deed of Gift and Power of Attorney.**

13. **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**

[Handwritten Signature]

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.:-

Yes Apartment is formed and building is declared as Anu Anand Apartment.

13. Whether mortgage is being created a POA holder, check genuineness of the Power of Attorney and the extent of the power 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**

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

a. Promoter's / Land Owner's title to the land/building- **As per declaration of apartment property is owned by Anu Anand Apartment.**

b. Development agreement/ Power of Attorney - **Not applicable.**

c. Extent of authority of the Developer/ Builder- **Not applicable.**

d. Independent title verification of the land and/or building in question- **Yes**, Mr. Mohammad Hayat Choudhari is having undivided share in the plot and Mr. Vijay Sudam Sanap will acquire it as per registered deed of apartment.

e. Agreement for sale (duly registered)- **Yes**

f. Payment of proper stamp- **Yes.**

g. Conveyance in favour of Society/ Condominium concerned- **Yes apartment is formed**

h. Occupancy Certificate/ allotment letter/ letter of possession.- **Completion Certificate is obtained,**

Possession is with Mr. Mohammad Hayat Choudhari

j. Share Certificate- **Not applicable.**

k. No objection letter from the society- **Not applicable.**

l. All legal requirement under the local/ municipal laws, regarding ownership of flats/ apartments/ building regulations, Development Control Regulations, Co-operative Societies' Laws etc. - **Yes, Apartment is declared.**

15. Whether the property is a joint family property, mortgage is created for family benefit/ legal necessity, whether the Major

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- a. Such right is heritable and transferable- **Not applicable**
- b. Mortgage can be created- **Not applicable**
5. a. Urban Land ceiling clearance, whether required and if so, details thereon. - **Not applicable**
- 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 reasons for coming to such conclusion:- **Not applicable**
7. If the property 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 case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained. :- **N.A. order is obtained.**
9. Whether the property is affected by any local laws (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, etc):- **Not applicable**
- 10a. 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. :- **Not applicable**
- b. Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his/her/their share. :- **The possession is with Mr. Mohammad Hayat Choudhari will be delivered to borrower after receipt of balance amount from borrower.**
- c. Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon- **Not applicable**
- 11a. In case of partnership firm, whether the property belongs to the firm and the deed is properly registered:- **Not applicable**
- b. Whether the persons(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm:- **Not applicable**
- 12a. Whether the property belongs to Limited Company, check the Borrowing powers, BOD resolution, Authorization to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar, Articles of Association./ provision for common seal etc. - **Not applicable**



3. ¹¹ Minor/(s) and his/their interest in the property/(ies) is to be extend of- **No** (specify the share of the Minor with Name). (Strike out if not applicable).

4. The Mortgage if created, will be available to the Bank for the liability of the intending Borrower, **Mr. Vijay Sudam Sanap**

5. I Certify that Mr. Mohammad Hayat Choudhari has/have an absolute, clear and marketable title over the Schedule I property/(ies) and **Mr. Vijay Sudam Sanap** with respect to **property described in schedule II** subject to payment of balance amount is to be made to **Mr. Mohammad Hayat Choudhari**. I further certify that the above title deeds are genuine and 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 deposit of following tile deeds/ documents would create a valid and enforceable mortgage.

Please obtain-

1. Original agreement to sale with registration receipt of Mr. Mohammad Hayat Choudhari
2. Original deed of Apartment with registration receipt of Mr. Mohammad Hayat Choudhari
3. Original agreement of sale with registration receipt of Mr. Vijay Sudam Sanap
4. 7/12 extract
5. N.A. tax payment receipt
6. Completion Certificate
7. Nashik Municipal Corporation tax payment receipt
8. After disbursement of loan amount
- c. Original deed of Apartment with registration receipt of borrower.

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

SCHEDULE OF THE PROPERTY/IES.

Schedule I

All that piece and parcel of N.A. land bearing plot no. 3 and 4 total measuring 609.66 Sq. Mtrs. out of S. no. 25/1B+2A/2/2, situated at Makhmalabad, within the limits of Nashik Municipal corporation which is bounded as under

East	-	Plot no. 5 and 6
West	-	Part out of S. no. 25
South	-	Plot no. 7 and 8
North	-	Colony rod

Schedule II

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*Coparceners have no objection/joint in execution, minor's share if any, right of female members etc. : **Not applicable***

16. *Pending Litigation/ Court attachment/ injunction./ stay orders./ acquisition by the Govt./ Local authorities etc. that could be ascertained. : **No, as per the revenue record produced before me.***

17. *Any other details required for the purpose-*

Nil

Annexure D**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 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:
(*please specify the kind of Mortgage)-*

Please do the equitable mortgage and record the charge of the bank in other rights column of 7/12 extract.

1. *I have examined the Documents in details, taking in to account of all the Guidelines in the check list vide Annexure C and the other relevant factors.*

1A. *I confirm having made a search in the Land/Revenue record. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage.*

1B. *Following scrutiny of Land Records/ 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 enquiries.*

No

2A. *There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1995 to 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 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.

Prakash

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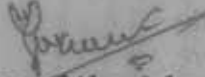
● Chamber No. 105, Niphad Court, **Niphad**. Ph.: 02550 - 241274

Resi.: E - 4/5, Renuka Nagar, Wadala Naka, **Nashik - 422 001**. Ph.: 0253 - 2597002

All that piece and parcel of constructed premises bearing **Flat no. 17 on Second floor**, measuring **525 Sq. Ft. i.e. 48.79 Sq. Mtrs.**, , in the building known as **Anu Anand Apartment**, constructed upon the property described in Schedule I, bounded as per building plan.

Place:- Nashik

Date:- 30/07/2009..



Signature of the Advocate:

Mk-25-1B+2A-2-2-3+4

That you must have to take notice that, standard instruction issued by you for repayment of debt is dishonour and the amount contained in the same is not received to my client bank. The dishonour of electric fund transfer in respect of a legally enforceable debt amount to an offence under Sec.25 of Payment and Settlement Systems Act,2007 and is punishable with imprisonment for term which may extend 2 years or with fine which may extend to twice the amount of the electronic fund transfer, or with both in addition to the punishment, the court are also empowered to grant compensation, at cost of the accused, to the complainant for the interest, expenditure and cost incurred by the complainant for perusing the complaint.

That my client by this notice calls upon you that, make payment for the dishonoured standard instruction amount of **RS.4860** within **15 days** from receipt of this notice, if you fail to do so my client will be compel to initiate Criminal Proceeding against you in the Court of Law. And you shall be held liable for the risk, costs and consequences thereof. Further your standard instruction (mandate) is dishonoured and thus my client bank has right as per the agreement to recall the entire loan amount from you at once in lump-sum, please take note of that.

These being circumstances, please take note that in default of your compliance with this notice, a criminal proceeding will be initiated against you after the expiry of the statutory period of 15 days entirely at your risk, as to cost and consequences thereof.

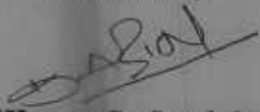
You are also liable to pay notice charges **Rs. 1000/-** is to be borne by you, copy of this reply is being sent to you by RPAD and a copy is retained for official records, which will be used in future proceeding against you.

Nashik.

Date:- 20/12/2021



Yours Truly,


(Karan S. Jagdale)
Advocate

HTR-658



KARAN S. JAGDALE

ADVOCATE

Office - GJ-33, Ground Floor, Thakkar Bazar, New CBS, Nashik - 422 002. Mobile No.9011042216

By Registered A.D.

Ref.SBI/PSS-DEC/13

Date:20/12/2021

To,

**VIJAY SUDAM SANAP
FLAT NO.17, ANU ANAND APARTMENT
KISHOR SURYAVANSHI MARG OPP RTO OFFICE,
BATH ROAD NASHIK-422003**

Sir Madam,

Under the instruction of my client **STATE BANK OF INDIA**, a corporation constitution under the State bank of India Act 1955, and having one of its Head Office at Mumbai and amongst other places a Branch office at K.W.P. Branch N.D.Patel Road, Nashik, I address you and serve you the **Notice Under Section 25 of Payment and Settlement Act.2007** in respect of your **LOAN ACCOUNT NO.30901248403**.

That my client is banking institution, constitution under the State Bank of India Act, 1955, my client is engaged in providing various loans including Housing Loan, Vehicle Loan, Personal Loan, Education loan etc to its valued customers.

That you had approached my client and avail **HOME LOAN** on terms and condition stipulated in the agreement, further my client bank agreed to sanction and disbursed a Loan facility of **RS.4,52,000/-** for the term of Months.

That my client and you had executed Loan Agreement **dtd.23/09/2009**, promissory Note etc. documents to avail the loan. As per the loan agreement you were supposed to clear the regular monthly installments.

That for valuable consideration and in discharging of your legal liabilities as per the agreement entered by you with my client, repayment of loan in Equal Monthly Installment (EMI) of **RS.4860** each and the regular payment of the EMI was essence of the contract. In order to ensure timely repayments, you had signed, issued and deposited with my client bank certain standard instruction to debit from your bank account bearing **No.30851805899** towards payment of EMI and assuring that the said bank account shall have require credit balance so that the standard instruction is honored to credit your Loan Account Number mentioned above held with client bank.

That, you have failed and neglected to maintain sufficient credit balance in your aforesaid bank account which has resulted in dishonor of standard instruction for the Month of **NOVEMBER 2021** toward monthly installment of **RS.4860 on dated 26/11/2021** and your bankers has expressed inability to pay the amount contained in the standard instruction for the reason **INSUFFICIENT FUNDS**, which attract a penalty liability against you.

<<Track on www.indiapost.gov.in>>

Amt:25.00 20/12/2021 14:41

WT:250gms

FRANCO KPM S SHARMA, NASHIK

NASHIK, PIN:422004

TO:VIJAY SHAM SHARMA, JPP RD OFFICE

COUNTER NO:1 (P-Code:11)

Q. RMT3092501511

RAB THAKAR BAZAR F.O. <422004>

India Post

