

SHINDE & GAIKWAD ASSOCIATE

- * CHARTERED ENGINEER
- * GOVT. APPROVED VALUERS
- * STRUCTURAL ENGINEERS
- * PLANNERS & DESIGNERS

Office: - Office No. 10, First Floor, Shivram Apartment, Opp. Zilha Parishad, Trimbak Naka Nashik.
Phone No. (0253) - 6450255, 9860572555, 9860509998. Email: s.m.shinde.valuer@gmail.com

REF NO. : S&G/NSK/SBBJ/2015/MARCH-62.

Date : 26/03/2015.

Bill

To,
**THE BRANCH MANAGER,
STATE BANK OF BIKANER & JAIPUR,
NASHIK BRANCH,
NASHIK.**

Sr. No.	Valuation Details	Quantity	Amount
1.	[VALUATION REPORT FOR] Mrs. MEERA SANDEEP GITE. FLAT NO. 03, FIRST FLOOR, "SUYASH APARTMENT", SATPUR - GANGAPUR LINK ROAD, SHIVAJI NAGAR, SATPUR, NASHIK. 422 007.	01	Rs. 2,200/-
(Rupees : Two Thousand Two Hundred Only)		Total =	Rs. 2200/-

For SHINDE & GAIKWAD ASSOCIATE

**VALUATION
REPORT
FOR**

Mrs. MEERA SANDEEP GITE.

FLAT NO. 03, FIRST FLOOR, "SUYASH APARTMENT",
SATPUR - GANGAPUR LINK ROAD, SHIVAJI
NAGAR, SATPUR, NASHIK. 422 007.

- REPORTED BY -
SHINDE & GAIKWAD ASSOCIATES
Nashik

10, First Floor, Shivram Complex, Opp. Zilha Parishad, Trimbak Naka, Nashik - 422002.
Ph. : (0253) 6450255, Mo.: 9860572555, 9405308666, 08108618555
E - Mail : s.m.shinde.valuer@gmail.com

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REF NO. : S&G/NSK/SBBJ/2015/MARCH-62.

[1]

Date: 26/03/2015.

VALUATION REPORT

(A) PARTICULARS OF VALUER					
i. Name		SHINDE & GAIKWAD ASSOCIATES			
ii. Address with Telephone No:		Office- 10, First Floor, Shivram Complex, Opp. Zilha Parishad, Trimbak Naka, Nashik-422 002. Phone - (0253) - 6450255, 9860572555, Email: s.m.shinde.valuer@gmail.com			
iii. Empanelment No. and Date		10 Nov. 2009.			
(B)? BRANCH / RASECC FOR WHICH VALUATION IS DONE?					
i. Branch / RASECC?		STATE BANK OF BIKANER AND JAIPUR, [Nashik Branch, Nashik]			
ii. List of Documents handed over to the valuer		1. Agreement For Sale. 2. Commencement Certificate. 3. Building Plan.			
iii. Purpose		Loan Purpose.			
(C) NAME OF THE BORROWAR ACCOUNT					
Mrs. MEERA SANDEEP GITE.					
(D) DETAILS OF PROPERTY (PHOTOGRAPH, ROUTE MAP, LOCATION MAP TO BE ATTECHED)?					
i	Name of owners	Share in property	PAN No	Present Address	Mob. No.
1	Mr. AKASH ANIRUDDHA GAWADE. (Owner) Mrs. MEERA SANDEEP GITE. (Purchaser)	100%	---	THE SITE PROPERTY IS: FLAT NO. 03, FIRST FLOOR, "SUYASH APARTMENT", S. NO. 127, PLOT NO. 42, SATPUR – GANGAPUR LINK ROAD, SHIVAJI NAGAR, SATPUR, NASHIK – 422 007.	8806805520
ii. Nature of Property (Open land, Flat, ready built house/No. of floors etc.)		Flat.			
iii. Amount of Property Tax (if any)		Yes			
iv. Location of property		SATPUR – GANGAPUR LINK ROAD, SHIVAJI NAGAR, SATPUR, NASHIK. 422 007.			
v. Dimensions of plot/Land		As Per Deed		Actual	
E:		---		---	
W:		---		---	
N:		---		---	
S		---		---	



vi. Boundaries of the property	As per site plan Attached with Title deeds.	Actual as found on visit.
E : W : N : S :	Flat No. 02. Side Margin Lift & Staircase Colony Road.	Flat No. 02. Side Margin Lift & Staircase Colony Road.
vii. Any specific identification mark/ Land mark:	SATPUR – GANGAPUR LINK ROAD, SHIVAJI NAGAR, SATPUR, NASHIK. 422 007.	
viii. Property covered under 1.U.I.T. 2.Gram Panchayat 3. Municipality/Nagar Nigam 4. Others	Nashik Municipal Corporation.	
ix. Level of Land (Plain/Rock)	Plain.	
x. Shape of Land (Square/rectangle/other):	Rectangle.	
xi. Occupancy position Vacant/ Self occupied/rented out/partly rented out	Self occupied.	
xii. If rented out	No.	
a. Occupant details b. Portion rented out c. Amount of Rent being paid d. Since how long tenant is staying	--	
xiii. If any dispute between land lord & tenant pending in court	No.	
xiv. If any lease/rent deed has been executed in favour of the tenant/ others (if yes, please obtain a copy of the same & enclose with the report)	No.	
(E) CLASSIFICATION OF SITE		
(a) Population Group	No.	
(b) High/Middle/Poor class	Middle Class.	
(c) Development of surrounding area	Fully Developed Area.	
(d) Possibility of any threat to the property ???? (Floods/calamities etc.)	No.	
(e) Advantages of site	Aborting Colony Road front building.	
(f) Disadvantages of site	---	
(F) FACTORS AFFECTING THE REALISABLE VALUE OF THE PROPERTY?		
i. If it is a corner plot	Colony Road Front Building.	
ii. Front width of road	12 Mtrs. Front side.	
iii. Proximity? 1. Main business centre 2. Civil amenities (like school/ Hospital/Bus stand/Railway station etc.)	After having considered all the aforesaid factors, real estate market conditions, Residential utility, good locality, proximity to civic amenities, Colony Road Front Building.	
iv. Neighbors: ?? (Same status/high status/poor status)	Same Status	



v. Type of property (Lease hold/ Free hold)	Free Hold.			
vi. If lease hold , remaining period of lease	As Per agreement.			
vii. Any adverse feature/critical aspect which may affect its market value	No.			
viii. positive features determining its market value:	--			
ix. Permitted use of land : 1. Commercial 2. Industrial 3. Residential	Residential.			
x. If there is any restrictive covenant in regards to : use of land (If so, attach a copy of covenant)	No.			
xi. If there is any Govt. plan regarding acquisition of land by Govt. or any statutory body	No.			
(G) VALUTATION OF BUILDING? PROPERTY?				
(a) Year of construction if in two or more phases, Please give details.	Commencement Certificate No.: LND/BP/SATPUR/B1/275/2968, Dated: 26/01/2014. Completion Certificate is in process.			
(b) Future life of property	Building is New Condition.			
(c) No. of floors	Ground + 4 th Floor.			
Sr. No.	Flat No.	Built up Area	Rate Per Sq. Ft.	Total Value
1.	Flat No. 03. (First Floor)	600.00 Sq. Ft. [55.74 Sq. Mt.]	Rs. 2650/-	Rs. 15,90,000/-
			Total Value	Rs. 15,90,000/-
(e)? Class of construction A/B/C	B- Class			
(f) Condition of Building	Good Condition			
External (Excellent/good/normal/poor)	Good Condition			
Internal (Excellent/good/normal/poor)	Good Condition			
(H) Value of built up area (at prevailing rate of BSR As per class of construction floor wise)	Rs. 2650/- to Rs. 3000/- Per Sq. Ft. For Flat.			
Less : Depreciation	15%			
Depreciated value	Rs. 13,51,500/-			
(g) Specifications				
S. No.	DESCRIPTION			
01	Foundation			
02	Sub-structure			
03	Superstructure			
04	Joinery/Doors & windows (Please furnish details about size of frames, shutters, glazing, fittings etc .and specify the species of timber)			
	: Sagvan Door Sliding Windows. : Concealed Fitting.			



05	R.C.C. Work	R.C.C.
06	Plastering	Cement Plaster & Plastic Paint.
07	Flooring, skirting ,dadoing	Spartex Flooring.
08	Special finish as marble, granite, wooden paneling grills etc.	Spartex Flooring.
09	Roofing including weather proof course	R.C.C. Slab.
10	Drainage	---
11	Compound Wall	Yes

(h) General Remarks:-

The Property is Flat No. 03, First Floor, "Suyash Apartment", S. No. 127, Plot No. 42, Satpur – Gangapur Link Road, Shivaji Nagar, Satpur, Nashik – 422 007. Building is good condition, well maintained after having considered all the aforesaid factors, real estate market conditions, good locality, Colony Road Front Building, year of construction of the Building is complete condition/life of Building at Ground + 4th Floor built up Area of Technical details of the building and various other information gathered in this regard.

PART- II**(H) LAND COST**

<u>Value of land</u>			
(1) Year of purchase/Acquisition	--		
	Total Area	Rate per sq ft/ yard	Total Cost
(2) Value of purchase price.	--	--	--
(3) DLC (Please attach copy of relative chart, Govt. Value.	--	--	--
(4) Realizable value	--	--	--
(5) Market Value	--	--	--
(6) Distress sale value	--	--	--
(7) Any instance of sales of immovable property in the locality on a separate sheet, including the name & address of the property, registration No. sale price & area of land sold.	--		

PART III SUMMARY

	<u>LAND</u>	<u>BUILDING/ FLAT</u>	<u>TOTAL</u>
<ul style="list-style-type: none"> Municipal valuation for tax purpose (If available) 			
<ul style="list-style-type: none"> Market Value 	--	Rs. 15,90,000/-	Rs. 15,90,000/-
<ul style="list-style-type: none"> Realizable value 	--	Rs. 14,31,000 /-	Rs. 14,31,000 /-
<ul style="list-style-type: none"> Distress Sale value 	--	Rs. 13,59,450/-	Rs. 13,59,450/-

Government (DLC) Value. Rs. 16,35,000/-




Signature of valuer :

CERTIFICATE OF VALUER

- 1) I am on the panel of State Bank of Bikaner and Jaipur.
- 2) I have personally visited the above property on 25/03/2015 & all the details given in this valuation are matching with the property.
- 3) This valuation has been prepared on the basis of details & drawings supplied by owner & verified by me during site visit.
- 4) I have seen the title deeds / copies. For legal search please obtain advocate's opinion.

Place: Nashik

Date: 27/03/2015.



SIGNATURE OF VALUER
[SHINDE & GAIKWAD ASSOCIATE]
[B.E. (Civil), MIE, FIV, CE.]

RECOMMENDATION /OBSERVATIONS OF CHIEF /BRANCH MANAGER/MOD

I/we have gone through the above valuation report. A visit to the site was made by me/us on _____ . On the basis of various opinions received/ inquiries made from inhabitants of the area, I/we concur with the valuation given by the valuer / I /we differ on the following points.

- (a)
- (b)
- (c)

Dy. Manager

CHIEF/BRANCH MANAGER

गुरुवार, 26 फेब्रुवारी 2015 11:43 म.पू.

दस्त गोषवारा भाग-1

नसन4 96-97
दस्त क्रमांक: 1650/2015

दस्त क्रमांक: नसन4 /1650/2015

बाजार मुल्य: रु. 16,35,000/- मोबदला: रु. 16,35,000/-

भरलेले मुद्रांक शुल्क: रु.98,100/-

दु. नि. सह. दु. नि. नसन4 यांचे कार्यालयात

पावती:1805

पावती दिनांक: 26/02/2015

अ. क्र. 1650 वर दि.26-02-2015

सादरकरणाराचे नाव: सौ.मिरा संदीप गिते -

रोजी 11:30 म.पू. वा. हजर केला.

नोंदणी फी	रु. 16350.00
दस्त हाताळणी फी	रु. 360.00
डाटा एन्ट्री	रु. 20.00
पृष्ठांची संख्या: 18	

Greeny

दस्त हजर करणाऱ्याची सही:

एकुण: 16730.00

सह. सुप्रीम निबंधक वर्ग-2

नाशिक-४.

Joint Sub Registrar Nashik 4

सह. सुप्रीम निबंधक वर्ग-2

नाशिक-४.

दस्ताचा प्रकार: विक्री करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्षा क्रं. 1 26 / 02 / 2015 11 : 30 : 28 AM ची वेळ: (सादरीकरण)

शिक्षा क्रं. 2 26 / 02 / 2015 11 : 30 : 57 AM ची वेळ: (फी)

प्रतिज्ञापत्र

सादर दस्तऐवज हा नोंदणी क्रमांक ११०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेत दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोपेत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबीसोडी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे

लिहून घेणारे

[Signature]

Green



..2...

सौ. मिरा संदिप गिते

वय 33 वर्षे, धंदा : नोकरी.
पॅन नं. अेटीटीपीजी 5145 जे.

रा.रो हाऊस नं.1, गणेश संकुल, भवर टॉवर
जवळ, शिवाजीनगर, सातपुर, नाशिक.

लिहून घेणार

:: यांसी :::

श्री. आकाश अनिरुद्ध गावडे

पॅन नं. अेटीएचपीजी 7447 बी.
वय-22 वर्षे, धंदा-बिल्डर्स व डेव्हलपर्स
रा. प्लॉट नं. 89 'अजिक्यतारा' बंगलो,
शिवसमर्थ नगर, किशोर सुर्यवंशी मार्ग, पेठ
रोड, नाशिक.

लिहून देणार

कारणे करारनामा लिहून व मे. दुय्यम निबंधक सो. नाशिक यांचे कार्यलयात
नोंदवून देतो ते ऐसा जे की,

1.) मिळकतीचे वर्णन :-

अ. तुकडी जिल्हा नाशिक, पोट तुकडी तालुका नाशिक, पैकी मौजे **गंगापूर**
गावचे शिवारातील, नाशिक महानगरपालीका हद्दीतील, रहीवाशी विभागात
समाविष्ट असलेली बिनशेती मिळकत, यांसी **सर्व्हे नंबर 127** पैकी मंजूर लेआउट
मधील **प्लॉट नं. 42** यांसी क्षेत्र **280.01 चौ. मी. + 110.00 चौ. मी.** टी.डी.आर.
क्षेत्रासह. यांसी चतुःसिमा येणे प्रमाणे,

पुर्वेस : प्लॉट नं. 41.
पश्चीमेस : प्लॉट नं. 43.
दक्षिणेस : कॉलनी रस्ता.
उत्तरेस : गंगापूर सर्व्हे नं. 124.

येणेप्रमाणे चतुःसिमांकीत वर्णन केलेली प्लॉट मिळकत **जमल तुरु** काष्ठ
पाषाण, निधी, निक्षेप, तदंगभुत वस्तुसह जाण्यायेण्याचे वागवहीवाटीचे कॉलनी
रोड वापरण्याचे हक्कासह दरोबस्त.

(ब) वर कलम 1अ यात वर्णन केलेल्या प्लॉट मिळकतीवर बांधकाम सुरु
असलेली 'सुयश अपार्टमेंट' या अपार्टमेंट मधील पहिल्या मजल्यावरील **फ्लॉट क्र. 3**
(तीन) यांसी बांधीव क्षेत्र **55.76 चौ. मी.** म्हणजेच **600.00 चौ. फुट + 4.64 चौ.**
मी. पार्कींग क्षेत्रासहची फ्लॉट मिळकत.

नसन-४

दस्त क्र. (१६५० /२०१५)

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नसम-४

दस्ता क्र. (१६५० / २०१५)

४ — १७

..3..

यांसी चतुःसिमा खालीलप्रमाणे :-

पुर्वेस : फ्लॉट नं. 2.

पश्चीमेस : मार्जीनल स्पेस.

दक्षिणेस : रस्ता.

उत्तरेस : जिना.

येणेप्रमाणे चतुःसिमापुर्वक फ्लॉट मिळकत, त्यात जाणेयेण्याचे वाग-वहिवाटीचे व ओपन स्पेस, पार्कींग, टेरेस, स्वतंत्र लाईट मीटर कनेक्शन वापर करण्याचे हक्कासहची मिळकत. सदरचे फ्लॉट मिळकतीत असलेल्या सुविधाबाबत व बांधकामाबाबत सोबत जोडलेल्या परिशिष्ट अ प्रमाणे सुविधा व बांधकाम राहिल.

2. वर कलम 1अ मध्ये वर्णन केलेली प्लॉट मिळकत ही लिहुन देणार यांची खरेदीमालकीची प्लॉट मिळकत असुन, त्यांनी सदरची प्लॉट मिळकत ही सौ. मोनीया गुप्ता यांचेकडुन दिनांक 13/05/2011 रोजीचे खरेदीखतान्वये विकत घेतलेली आहे. सदरचे खरेदीखत हे मे. दुय्यम निबंधक सो. नाशिक यांचे कार्यालयात अनु. क्रमांक 05042/2011 लगत नोंदविलेले आहे. त्याप्रमाणे 7/12 सदरी मालकी हक्कात लिहुन देणार यांचे नावाची नोंद क्र. 13124 अन्वये झालेली आहे. तेव्हापासुन सदर प्लॉट मिळकत ही लिहुन देणार यांचे प्रत्यक्ष कबजे वहिवाटीत व उपभोगात मालकी हक्काने आहे.

त्या प्राप्त हक्क व अधिकारात लिहुन देणार यांनी सदर मिळकतीत बांधकाम सुरु केलेले असुन, सदर मिळकतीत करावयाचे बांधकामचा इमारत नकाशा आर्कीटेक्ट/इंजी. श्री. एस.डी. गायकवाड असोसिएट यांनी तयार केला असुन, तो विल्डींग प्लॅन नगररचना विभाग, नाशिक महानगरपालीका नाशिक, यांचेकडील पत्र क्र. एलएनडी/बीपी/सातपुर/बी-1/470/5269 दिनांक 7/1/2013 नुसार मंजूर करून घेतला आहे.

सदरचे मंजूर बांधकाम नकाशानुसार लिहुन देणार यांनी सुयश अपार्टमेंट या नावाने एकुण 12 फ्लॉटच्या अपार्टमेंटचे बांधकाम सुरु केलेले आहे. सदर अपार्टमेंटमधील बांधीव फ्लॉट विक्री करण्याचा, किंमतीचे रकमेचा भरणा विक्रीकरण्याचा, अनुषंगीक दस्तऐवज लिहुन व नोंदवून देण्याचा लिहुन देणार यांना या कायदेशीर हक्क व अधिकार आहे.

सदर प्राप्त हक्क व अधिकारानुसार लिहुन देणार यांनी उरोक्त कलम 1ब यात वर्णन केलेली फ्लॉट मिळकत विक्रीस काढली, याची माहिती लिहुन घेणार यांना झाली. लिहुन घेणार यांना राहणेसाठी मिळकतीची आवश्यकता असल्याने त्यांनी सदर फ्लॉट मिळकत असलेल्या जागेवर प्रत्यक्ष जावून चालू असलेल्या



दस्ता क्र. (१६५० / २०१५)
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:: फ्लॅट मध्ये द्यावयाचा सुविधांचे परिशिष्ट-अ.

1. बांधकाम आर.सी.सी. स्ट्रक्चर मध्ये राहिल.
2. विट काम हे 6 व 4 इंची मध्ये राहिल.
3. किचन रुम बेडरुम साठी एक-एक आर.सी.सी. लॉफ्ट राहिल.
4. बाहेरील बाजूने डबलकोट सँडफेस प्लॅस्टर व आतील बाजूने नेरु फिनिश प्लॅस्टर.
5. सर्व रुममध्ये सिरॅमिक टाईल्स असतील.
6. किचन ओटा ग्रीन मार्बलमध्ये व एस.एस. सिंक एक नळ कनेक्शनसह .
7. संपुर्ण बांथरुमला टाईल्स व एक नग शॉवर नळ.
8. सँडाससाठी 4 फुट उंचीपर्यंत टाईल्स व एक नग नळ तसेच योग्य ते भांडे.
9. मुख्य दरवाजा हा आसाम लाकडी फ्रेम मध्ये व बाहेरील बाजूने फ्लशडोअर व उर्वरीत सर्व दरवाजे फ्लशडोअर असतील, तसेच सँडास व बांथरुमचे वॉटर प्रुफ दरवाजे. 10. संपुर्ण फ्लॅटला कॅन्सील वायरींग व कॅन्सील प्लॅम्बींग
11. सर्व खिडक्या अॅल्युमिनीयम दोन ट्रॅक स्लायडिंग असतील.
12. पोट माळा हा बाथरुमच्यावर योग्य त्या साईजमध्ये राहिल.
13. सँडास बाथरुमला लागुन 1 वॉश बेसीन असेल.
14. आतील बाजूने व्हाईट वॉश कलर. 15. बाहेरील बाजूने सिमेट पेंट.
16. प्रत्येक फ्लॅटला स्वतंत्र लाईट मिटर.
17. सर्व फ्लॅटकरीता ईमारतीवर एक आर.सी.सी. पाण्याची टाकी व एक अंडर ग्राउंड पाण्याची टाकी राहिल.
18. संपुर्ण इमारतीसाठी एक महापालीकेचे नळ कनेक्शन राहिल.

येणेप्रमाणे हा करारनामा आम्ही लिहुन देणार व लिहुन घेणार यांनी समजुन उमजुन, लिहुन वाचुनघेऊन तो बरोबर असल्याचे मान्य व कबुल करुन खालील दोन साक्षीदारांचे समक्ष लिहुन घेणार यांचे लाभात लिहुन देत आहोत.

हा करारनामा.

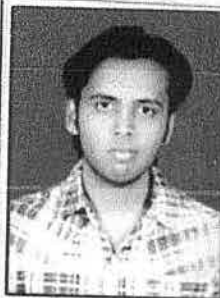
नाशिक.

(Signature)

सौ. मिरा संदिप गिते
लिहुन घेणार

(Signature)

श्री. आकाश अनिरुद्ध गावडे
लिहुन देणार



साक्षीदार :-

1) *(Signature)*
श्री. रमेश परशुराम
(सिद्धा) - नाशिक

2) *(Signature)*
V.V. Shinde
(सिद्धा) - नाशिक



**SANCTION OF BUILDING PERMIT
AND
COMMENCEMENT CERTIFICATE**

नसम-४

सं. १६५० / २०१४

TO, **Shri. Akash Anirudha Gawade**

C/o. Sup. S.D. Gaikwad & Stru. Engg. P.M. Bhore of Nashik

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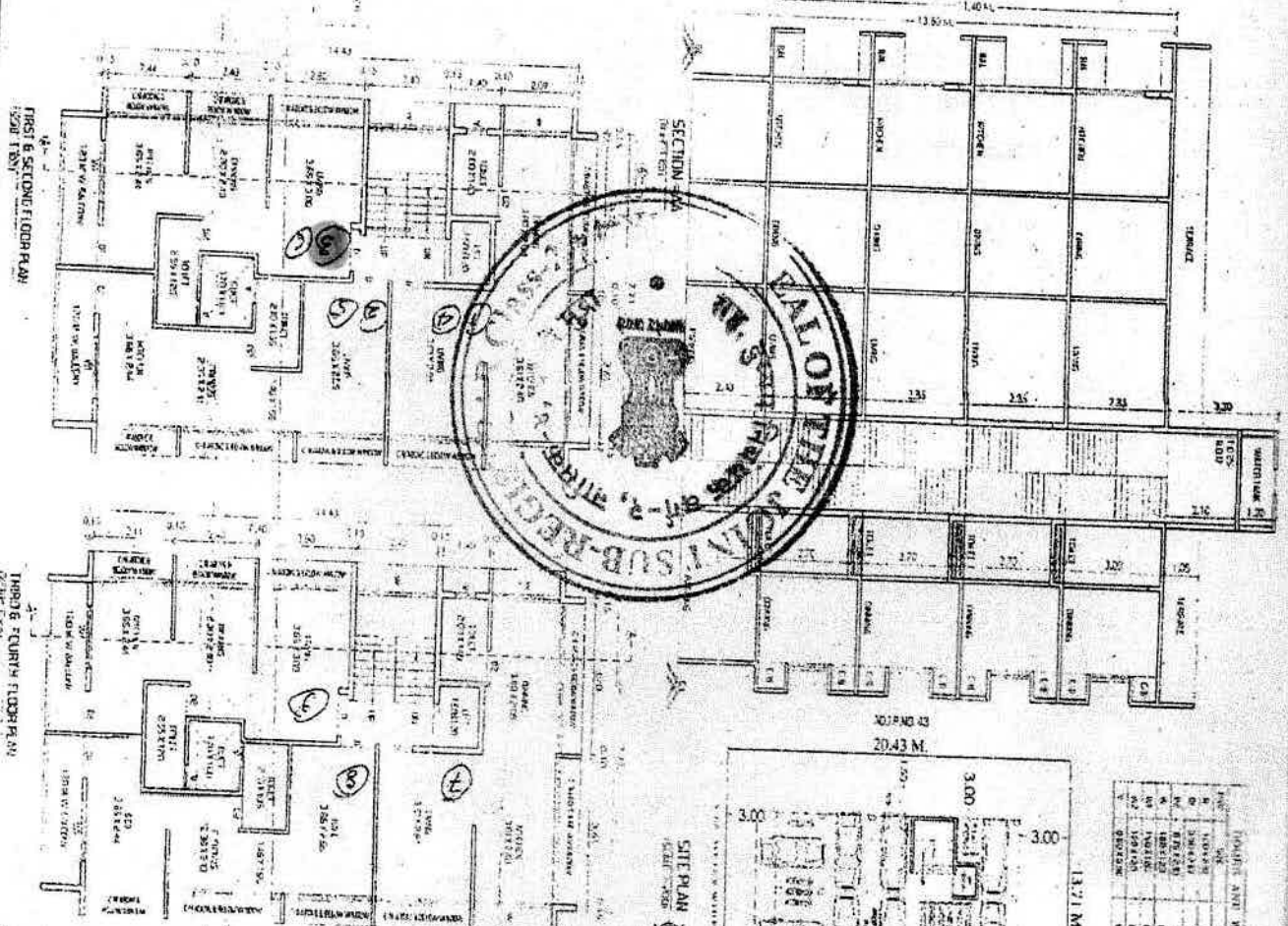
Sub :- Sanction of Building Permit & Commencement Certificate in Plot No.- 42 Of
S.No. 127 of Gangapur Shiwar.

Ref :- Your Application & Plan dated: 28/4/2014 Inward No. R1/BP/404/6

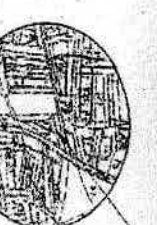
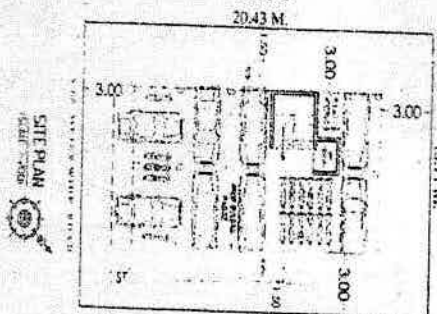
Sanction of building permit & commencement certificate is hereby granted under section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966 (Mah. of 1966) to carry out development work/and building permits under section 253 of The Bombay Provincial Municipal Corporation Act.1949 (Bombay Act, No.LIX of 1949) to erect building for **Residential** Purpose as per plan duly amended in ---- subject to the following conditions.

CONDITIONS (1 to 37)

1. The land vacated in consequence of enforcement of the set-back rule shall form part of Public Street.
2. No new building of part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until completion certificate, under sec. 263 of the Bombay Provincial Municipal Corporation Act, 1949 is duly granted.
3. The commencement certificate Building permit shall remain valid for a period of one year commencing from date of its issue & thereafter it shall become invalid automatically unless otherwise renewed in stipulated period Construction work commenced after expiry of period for which commencement certificate is granted will be treated as unauthorized development & action as per provisions laid down in Maharashtra Regional & Town Planning Act 1966 & under Bombay Provincial Municipal Corporation Act. 1949 will be taken against such defaulter which should please be clearly noted.
4. This permission does not entitle you to develop the land which does not vest in you.
5. The date of commencement of the construction work should be intimated to this office **WITHIN SEVEN DAYS**
6. Permission required under the provision of any other Act, for the time being in force shall be obtained from the concerned authorities before commencement of work [viz under Provision of Urban Land Ceiling & Regulation Act & under appropriate sections of Maharashtra Land Revenue Code 1966 etc.].
7. After completion of plinth, certificate of planning authority to the effect that the plinth is constructed as per sanctioned plan should be taken before commencement of superstructure.
8. Building permission is granted on the strength of affidavit & indemnity bond with reference to the provisions of Urban Land [Ceiling & Regulation] Act, 1976. In case statement made in affidavit & indemnity bond found incorrect or false the permission shall stand cancelled.
9. The drains shall be lined out & covered up properly to the satisfaction of Municipal Authorities of Nashik Municipal Corporation.
The effluent from septic tank, kitchen, bath etc. should be properly connected to Municipal drain in the nearest vicinity invert levels of the effluent of the premises should be such that the effluent gets into the Municipal drain by gravity self cleaning velocity. In case if there is no Municipal drain within 60 meters should be connected to a soak pit to be provided by the owner.
The size of soak pit should be properly worked out on-the basis of tenements% a pipe hole circular brick wall should be constructed in the centre of the soak pit. Layers should be properly laid.



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L.O.R. STATEMENT
 PLOT AREA = 280.10 SQMT
 40% I.P.E. (PERMISSIBLE) = 112.04 SQMT
 T.T.R. YAKER = 110.00 SQMT
 PERMITTED UP AREA = 200.10 SQMT
 1.1% R.ZONE = 206.52 SQMT
 D.M.T. NO. 432 LANE 10/01/2011
 APPROVED BY: 11/03/2011 DATE: 11/17/2011

BALCONY AREA STATEMENT

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AREA STATEMENT IN SQMT

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APPROVED
 The Plans presented in this document are approved in the absence of any objections received from the Municipality of Curitiba.
 Date: 11/17/2011
 0127512768

Engineer
 Architect
 Planner
 Surveyor
 Environmental Engineer
 Civil Engineer
 Mechanical Engineer
 Electrical Engineer
 Sanitary Engineer
 Fire Engineer
 Landscape Architect
 Urban Planner
 Traffic Engineer
 Transportation Engineer
 Water Resources Engineer
 Environmental Engineer
 Geotechnical Engineer
 Structural Engineer
 Foundation Engineer
 Steel Structure Engineer
 Concrete Structure Engineer
 Timber Structure Engineer
 Masonry Structure Engineer
 Brick Structure Engineer
 Stone Structure Engineer
 Glass Structure Engineer
 Composite Structure Engineer
 Specialized Structure Engineer
 Other Structure Engineer

NO.	DESCRIPTION	AREA (SQMT)
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VALUATION REPORT

- PHOTOGRAPHS -



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SHINDE & GAIKWAD ASSOCIATE
GOVT. APPROVED VALUER
*



SHINDE & GAIKWAD ASSOCIATE
GOVT. APPROVED VALUER
*



WAD ASSOCIATE
GOVT. APPROVED
MAKER

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Ramesh S. Giri, LL.M., C.A.I.I.B.,

Sachin R. Giri, M.C.S., LL.B.,

ADVOCATES, Dist. Court, Nashik,

Office No.4 & 5, First Floor, Shreeram Sankul, Opp. Hotel Panchavati, Above Rajlaxmi Bank,
Vakilwadi, Nasik-422 001, Ph.: 0253-3012515, Cell : 98223 12876, 98229 62776,

Annexure - B

**REPORT OF INVESTIGATION OF TITLE IN RESPECT OF
IMMOVABLE PROPERTY**

To,
The Chief Manager,
State Bank of Bikaner and Jaipur,
Nashik Branch,
Mahatma Nagar, Nashik – 422 005

Dear Sir,

I submit hereinunder the report of investigation of title in respect of residential **Flat No. 03 (Three)** on First Floor admeasuring 55.76 Sq. Mtrs. i.e. 600.00 Sq. Ft. built up + Parking area admeasuring 4.64 Sq. Mtrs. in the building premises named as **“SUYASH APARTMENT”** agreed to be purchased by **Mrs.Meera Sandip Gite** and the said Flat premises is constructed on N.A. land bearing Survey No. 127, Plot No. 42 admeasuring 280.01 Sq. Mtrs. situated at village Gangapur, Tal. & Dist. Nashik + T.D.R. area admeasuring 110.00 Sq. Mtrs. within the limits of Nashik Municipal Corporation, Registration and Sub-Registration Dist. Nashik, Tal. & Dist. Nashik.

1. a) Name of the Branch/ Business Unit/Office seeking opinion:

-- Nasik Branch, Mahatma Nagar, Nasik – 422 005

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

-- The file containing documents is received from the branch

c) Name of the Borrower:

-- Mrs.Meera Sandip Gite.

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

-- Mrs.Meera Sandip Gite.

b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge:

-- Individual.

Ramesh S.Giri.
B.COM., LL.M.,
C.A.I.I.B.
Advocate-Nasik Courts

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

-- Mrs.Meera Sandip Gite agreed to purchase the subject Flat property from the Vendor/Builder.

3. Complete or full description of the immovable property/(ies) offered as security including the following details:

- (a) N.A. land bearing Survey No. 127, Plot No. 42 admeasuring 280.01 Sq. Mtrs. situated at village Gangapur, Tal. & Dist. Nashik + T.D.R. area admeasuring 110.00 Sq. Mtrs. within the limits of Nashik Municipal Corporation, Registration and Sub-Registration Dist. Nashik, Tal. & Dist. Nashik.
- (b) Door/House no. (in case of house property) : Flat No. 03.
- (c) Extent/ area including plinth/ built up area in case of house property: Residential **Flat No. 03 (Three)** on First Floor admeasuring 55.76 Sq. Mtrs. i.e. 600.00 Sq. Ft. built up + Parking area admeasuring 4.64 Sq. Mtrs. in the building premises named as **"SUYASH APARTMENT"**.
- (d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries: Village Gangapur, Tal. and Dist. Nashik

Boundaries :

On or Towards East	:	Flat No. 02.
On or Towards West	:	Marginal Space.
On or Towards South	:	Road.
On or Towards North	:	Staircase.

4. a) Particulars of the documents scrutinized-serially and Chronologically:

- (i) Xerox copy of Sale Deed dated 23/03/1983 executed by Shri. Sharadchandra Govind Bhagankar in favour of Smt. Soniya Gupta which is duly registered with Sub-Registrar, Nashik at Sr. No.1257 on 23/03/1983 in r/o. Plot No. 42,
- (ii) Xerox copy of Specific Power of Attorney dated 01/12/2010 executed by Smt. Soniya Gupta in favour of Shri.Suramya Gupta which is duly registered with Sub-Registrar, Mumbai-1 at Sr. No.9274 on 01/12/2010 in r/o. Plot No. 42 etc.,

Ramesh S. Giri.

B.COM., LL.M.,

C.A.I.I.B.

Advocate-Nasik Courts

- (iii) Xerox copy of Sale Deed dated 13/05/2011 executed by Smt. Soniya Gupta in favour of Shri.Akash Aniruddha Gawade which is duly registered with Sub-Registrar, Nashik-4 at Sr. No.5042 on 13/05/2011 in r/o. Plot No. 42,
- (iv) Original Agreement For Sale of Flat dated 25/02/2015 executed by Shri.Akash Aniruddha Gawade in favour of Mrs.Meera Sandip Gite in respect of Flat No. 03 which is duly registered with Sub-Registrar, Nashik-4 at Serial No. 1650 on 26/02/2015,
- (a) **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/ and/ revenue / other authorities be examined.

Sr. No.	Date	Name/Nature of the Document	Original/certified copy/ extract/ photocopy etc.	In case of copies, whether the original was scrutinized by the Advocate.
1.	23/03/1983	Xerox copy of Sale Deed dated 23/03/1983 executed by Shri. Sharadchandra Govind Bhagankar in favour of Smt. Soniya Gupta which is duly registered with Sub-Registrar, Nashik at Sr. No.1257 on 23/03/1983 in r/o. Plot No. 42	Photocopy	No.
2.	01/12/2010	Xerox copy of Specific Power of Attorney dated 01/12/2010 executed by Smt. Soniya Gupta in favour of Shri.Suramya Gupta which is duly registered with Sub-Registrar, Mumbai-1 at Sr. No.9274 on 01/12/2010 in r/o. Plot No. 42 etc.	Photocopy	No.
3.	13/05/2011	Xerox copy of Sale Deed dated 13/05/2011 executed by Smt. Soniya Gupta in favour of Shri.Akash Aniruddha Gawade which is duly registered with Sub-Registrar, Nashik-4 at Sr. No.5042 on 13/05/2011 in r/o. Plot No. 42	Photocopy	No.

Ramesh S.Giri.
B.COM., LL.M.,
C.A.I.I.B.
 Advocate-Nasik Courts

4.	25/02/2015	Original Agreement For Sale of Flat dated 25/02/2015 executed by Shri.Akash Aniruddha Gawade in favour of Mrs.Meera Sandip Gite in respect of Flat No. 03 which is duly registered with Sub-Registrar, Nashik-4 at Serial No. 1650 on 26/02/2015	Original	No.
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5. Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? Please also enclose all original receipts of fees paid for obtaining certified copy of documents/ search/ encumbrance certificate along with the TIR.

-- Original Agreement For Sale of Flat dated 25/02/2015 executed by Shri.Akash Aniruddha Gawade in favour of Mrs.Meera Sandip Gite in respect of Flat No. 03 which is duly registered with Sub-Registrar, Nashik-4 at Serial No. 1650 on 26/02/2015 is perused and compared with the documents made available by the proposed mortgagor and also seen while taking online search of the said property.

6. a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?

-- Yes; the online record is available from the year 2002.

b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.

-- Yes;

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?

-- The genuineness of stamp paper cannot be verified from any online portal; however the original registered Agreement For Sale of Flat dated 25/02/2015 in respect of Flat property referred in Serial column No. 7 hereinabove bears CHALLAN MTR Form Number-6 vide GRN No. MH006014736201415E dated 25/02/2015 for Rs.98,100/- towards

Stamp Duty and CHALLAN MTR Form Number-6 vide GRN No. MH006014951201415E dated 25/02/2015 for Rs.16,350/- towards registration charges, which appears to be genuine.

7. (a) Property offered as security falls within the jurisdiction of which sub-registrar office?

-- Joint Sub-Registrar, Class II, Nashik.

(b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?

-- There are seven number of offices of Sub-Registrar in Nashik City including Nashik area; i.e. office number 1 to 7. Therefore, it is possible to have registration of documents in respect of the property in question at more than one office of Sub-Registrar, Nashik.

(c) Whether search has been made at all the offices named at (b) above?

-- Yes.

(d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?

-- No.

8. Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.

-- As per revenue record it is seen that the subject plot property is previous owned by Shri. Sharadchandra Govind Bhagankar; and that, Shri. Sharadchandra Govind Bhagankar sold the said Plot No. 42 to Smt.Soniya Gupta as per Sale Deed dated 23/03/1983.

Subsequently, Smt.Soniya Gupta executed Specific Power of Attorney dated 01/12/2010 in favour of her son, namely,

Ramesh S.Giri.

B.COM., LL.M.,

C.A.I.I.B.

Advocate, Nashik Court

Shri.Suramya Gupta in respect of subject Plot No. 42 which is duly registered in the office of Sub-Registrar, Mumbai-1 at Serial No. 9274 on 01/12/2010.

Thereafter, Smt.Soniya Gupta sold the subject Plot No. 42 admeasuring 280.01 Sq. Mtrs. to Shri.Akash Aniruddha Gawade as per Sale Deed dated 13/05/2011. The said Sale Deed is duly registered in the office of Sub-Registrar, Nashik-4 at Serial No. 5042 on 13/05/2011. Accordingly, Shri.Akash Aniruddha Gawade became the absolute and exclusive owner of the subject plot property.

Subsequently, Shri.Akash Aniruddha Gawade obtained construction permission for residential purpose on the subject Plot No. 42 from Nashik Municipal Corporation as per Sanction of Building Permit and Commencement Certificate No. LND/BP/Satpur/B1/275/2968 dated 26/01/2014. The completion certificate of which is yet to be obtained.

Shri.Akash Aniruddha Gawade subsequently executed Agreement For Sale of Flat dated 25/02/2015 in favour of Mrs.Meera Sandip Gite in respect of Flat No. 03 (Three) on First Floor admeasuring 55.76 Sq. Mtrs. i.e. 600.00 Sq. Ft. built up + Parking area admeasuring 4.64 Sq. Mtrs. in the building premises named as "SUYASH APARTMENT". The said Agreement is duly registered in the office of Sub-Registrar, Nashik-4 at Serial No. 1650 on 26/02/2015.

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)

-- 30 years search of title of the subject property is undertaken with the office of Sub-Registrar, Nashik. The search receipt No. 1268/15 dated 18/03/2015 is annexed.

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.)

-- The Vendor/Builder have full ownership rights over the subject Plot No.42; and that, the constructed portion i.e. Flat property constructed on the said plot is agreed to sale by the Vendor/Builder namely, Shri.Akash Aniruddha Gawade to Mrs.Meera Sandip Gite. Therefore, the No

Objection Certificate for mortgage of the subject Flat property is required to be obtained from the Vendor/Builder in the record of the mortgagee bank.

10. If leasehold, whether;

a) Lease Deed is duly stamped and registered

-- No lease deed involved; therefore N.A.

b) lessee is permitted to mortgage the Leasehold right,

-- N.A.

c) duration of the Lease/unexpired period of lease,

-- N.A.

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.

-- N.A.

e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?

-- N.A.

f) Right to get renewal of the leasehold rights and nature thereof.

-- N.A.

11. If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property, whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.

-- N.A.

12. If occupancy right, whether;

a) Such right is heritable and transferable,

-- Yes

b) Mortgage can be created.

-- Yes

13. Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.

-- No minor's interest is involved.

14. If the property has been transferred by way of Gift/Settlement Deed, whether:

a) **The Gift/Settlement Deed is duly stamped and registered;**

-- No Gift/Settlement Deed involved; therefore N.A.

b) **The Gift/Settlement Deed has been attested by two witnesses;**

-- N.A.

c) **The Gift/Settlement Deed transfers the property to Donee;**

-- N.A.

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;**

-- N.A.

e) **Whether there is any restriction on the Donor in executing the gift/settlement deed in question;**

-- N.A.

f) **Whether the Donee is in possession of the gifted property;**

-- N.A.

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;**

-- N.A.

h) **Any other aspect affecting the validity of the title passed through the gift/settlement deed.**

-- N.A.

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.

- N.A.

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

-- N.A.

N.A. Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.

-- N.A.

(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.

-- N.A.

(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?

-- N.A.

16. Whether the title documents include any testamentary documents /wills?

-- N.A.

(a) In case of wills, whether the will is registered will or Unregistered will?

-- N.A.

(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?

-- N.A.

N.A. Whether the property is mutated on the basis of will?

-- N.A.

(d) Whether the original will is available?

-- N.A.

(e) Whether the original death certificate of the testator is available?

-- N.A.

(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?

-- N.A.

(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.)

17. (a) Whether the property is subject to any wakf rights?
-- No.
- (b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?
-- No.
- (c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?
-- N.A.
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.
-- No; therefore not applicable.
- (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?
-- N.A.
19. (a) Whether the property belongs to any trust or is subject to the rights of any trust?
-- No.
- (b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?
-- N.A.
- (c) If so additional precautions/permissions to be obtained for creation of valid mortgage?
-- N.A.
- (d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.
-- N.A.
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.
-- No; therefore 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?

-- N.A.

(c) **In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.**

-- Non-agriculture use permission for residential purpose is granted by Collector, Nashik vide order No. Masha/Kaksha-3/4/N.A. Per.No./265/2011 dated 19/01/2012.

21. **Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),**

-- No.

22. (a) **Whether the property is subject to any pending or proposed land acquisition proceedings?**

-- No.

(b) **Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.**

-- No enquiry is required to be made with the Land Acquisition Office because there is no mutation entry to that effect is seen in the revenue record.

23. (a) **Whether the property is involved in or subject matter of any litigation which is pending or concluded?**

-- No; not seen as per the record available with the revenue authorities.

(b) **If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?**

-- N.A.

(c) **Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.**

-- No.

24. (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.
- 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, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.
- 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.
- Property does not belong to societies or association.
27. (a) Whether any POA is involved in the chain of title?
- Yes. The previous land owner, namely, Smt.Soniya Gupta executed Specific Power of Attorney dated 01/12/2010 in favour of her son Shri.Suramya Gupta which is duly registered with Sub-Registrar, Mumbai-1 at Sr. No.9274 on 01/12/2010 in r/o. Plot No. 42.
- (b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/ developer and as such is irrevocable as per law.
- Not Applicable.
- (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).

- Not Applicable.

(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.

i Whether the original POA is verified and the title investigation is done on the basis of original POA?

- No. The xerox copy of registered POA is produced before me for my perusal and inspection.

ii Whether the POA is a registered one?

- Yes. the said POA is duly registered in the office of Sub-Registrar, Mumbai-1 at Sr. No.9274 on 01/12/2010.

iii Whether the POA is a special or general one?

- The said POA is General.

iv Whether the POA contains a specific authority for execution of title document in question?

- The land owner, namely, Smt.Soniya Gupta executed Specific Power of Attorney dated 01/12/2010 in favour of her son Shri.Suramya Gupta in respect of Plot No. 42.

(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?)

- The above-said POA is in force and not revoked on the basis of which various transactions in respect of sale of plot of land are executed in the office of Sub-Registrar, Nashik.

(g) Please comment on the genuineness of POA?

- The above-said POA seems to be genuine one on the basis of which various transactions in respect of sale of plot of land is done.

(h) The unequivocal opinion on the enforceability and validity of the POA?

- The above-said POA is valid and enforceable in law and seems to be genuine one on the basis of which the Sale Deeds is duly registered in the office of Sub-Registrar, Nashik.

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.

- The mortgage is being created by the Mortgagor, namely, Mrs.Meera Sandip Gite with the consent of the Vendor/Builder, namely Shri.Akash Aniruddha Gawade.

29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:

(a) Promoter's/Land owner's title to the land/ building;

- Absolute and exclusive ownership of the Vendor/Builder.

(b) Development Agreement/Power of Attorney;

- No Development Agreement and Power of Attorney is involved.

(c) Extent of authority of the Developer/builder;

- Not Applicable.

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

- The land on which the building is constructed is the exclusive and absolute property owned by the Vendor/Builder.

(e) Agreement for sale (duly registered);

- The Agreement For Sale of Flat dated 25/02/2015 favouring Mrs.Meera Sandip Gite is properly stamped and duly registered with Sub-Registrar, Nashik-4 at Serial No. 1650 on 26/02/2015.

(f) Payment of proper stamp duty;

- Proper stamp duty is paid on the Agreement For Sale of Flat dated 25/02/2015.

(g) Requirement of registration of sale agreement, development agreement, POA, etc.;

- The Agreement For Sale of Flat dated 25/02/2015 and is registered with the registering authority.

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- (h) **Approval of building plan, permission of appropriate/local authority, etc.;**
- The construction plan is duly approved by the Nashik Municipal Corporation as per Sanction of Building Permit and Commencement Certificate No. LND/BP/Satpur/B1/275/2968 dated 26/01/2014.
- (i) **Conveyance in favour of Society/ Condominium concerned;**
- The Builder/Developer, Shri.Akash Aniruddha Gawade has given undertaking for execution of Declaration of Apartment in the said Agreement For Sale of Flat dated 25/02/2015.
- (j) **Occupancy Certificate/allotment letter/letter of possession;**
- Completion certificate is yet to be obtained.
- (k) **Membership details in the Society etc.;**
- Not applicable because society is not formed.
- (l) **Share Certificates;**
- NA.
- (m) **No Objection Letter from the Society;**
- NA.
- (n) **All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;**
- For construction of building, permission from the Nashik Municipal Corporation is duly obtained; and that, the Vendor/Builder, Shri.Akash Aniruddha Gawade has given undertaking for execution of Declaration of Apartment in the said Agreement For Sale of Flat dated 25/02/2015.
- (o) **Requirements, for noting the Bank charges on the records of the Housing Society, if any;**
- Housing society is not formed; therefore the bank's charge on the records of the housing society cannot be recorded. Therefore undertaking cum NOC of the Vendor/Builder for mortgage and noting on the bank's mortgage charge may be obtained.
- (p) **If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.**
- NA.

(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.**

-- Not seen on record.

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?**

-- The non agriculture tax is paid for the year 2014-15 as per N.A. tax paid receipt No.1885860 dated 13/11/2014 in respect of Plot No.42 for Rs.286/- issued by Talathi, Gangapur, Tal. and Dist.Nashik.

33. **(a) Urban land ceiling clearance, whether required and if so, details thereon.**

-- Not required.

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

-- Not required.

34. **Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.**

1. Revenue record for the year 1975 shows that the subject land bearing Survey No. 127 was in the joint names of Shri.Ramkumar Nathuram Giri, Shri.Suhas Ramkumar Giri and Shri.Shrihari Kute; and that, the said joint land owners, prepared layout of said land for which the Town Planning Officer, Jalgaon approved the said layout as per letter No. D.V./Gangapur/4727 dated 07/12/1973. Accordingly, inter alia, the subject Plot No. 42 admeasuring 280.01 Sq. Mtrs.. This is seen from M. E. No. 1372 dated 06/04/1975.

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2. Further revenue record shows that Shri.Ramkumar Nathuram Giri, Shri.Suhas Ramkumar Giri and Shri.Shrihari Kute sold the subject Plot No. 42 to Sharadchandra alias Balasaheb Govind Bhagankar as per Sale Deed dated 21/11/1974. The said Sale Deed is duly registered in the office of Sub-Registrar, Nashik at Serial No. 2212 on 21/11/1974. This is seen from M. E. No. 1498 dated 17/09/1975.
3. Thereafter, Sharadchandra alias Balasaheb Govind Bhagankar sold the subject Plot No. 42 to Smt.Soniya Gupta as per Sale Deed dated 23/03/1983. The said Sale Deed is duly registered in the office of Sub-Registrar, Nashik at Serial No. 1257 on 23/03/1983. Accordingly, the name of Smt.Soniya Gupta was recorded in the occupants column of the 7/12 extract of subject plot of land. This is seen from M. E. No. 2958 dated 06/01/1986.
4. As per M. E. No. 12633 dated 22/12/2010 it is seen that as per the order issued by the Sub-Divisional Officer, Nashik vide No. TNC/SR/26/1983 dated 15/03/1983, the remark appearing in the other rights column of the 7/12 extract of subject Plot No.42 such as "Illegal Transaction Against the Provisions of Section 63 of the Tenancy Act" is cancelled / deleted.
5. Subsequently, the owner of subject Plot No. 42 namely, Smt.Soniya Gupta executed Specific Power of Attorney dated 01/12/2010 in favour of her son, namely, Shri.Suramya Gupta in respect of subject Plot No. 42 which is duly registered in the office of Sub-Registrar, Mumbai-1 at Serial No. 9274 on 01/12/2010.
6. Thereafter, Smt.Soniya Gupta through her G.P.A. holder Shri.Suramya Gupta sold the subject Plot No. 42 admeasuring 280.01 Sq. Mtrs. to Shri.Akash Aniruddha Gawade as per Sale Deed dated 13/05/2011. The said Sale Deed is duly registered in the office of Sub-Registrar, Nashik-4 at Serial No. 5042 on 13/05/2011. Accordingly, Shri.Akash Aniruddha Gawade became the absolute and exclusive owner of the subject plot property. This is seen from M. E. No. 13124 dated 02/06/2011.

7. Shri.Akash Aniruddha Gawade thereafter obtained non-agriculture use permission to the said land as per the order issued by the Collector, Nashik vide No. Maha/Kaksha-3/4/N.A.Per.No./265/2011 dated 19/01/2011. Accordingly, the said remark of "For N.A. Use" is recorded in the other rights column of the 7/12 extract of said land. This is seen from M. E. No. 13908 dated 09/03/2012.
8. Subsequently, Shri.Akash Aniruddha Gawade obtained construction permission for residential purpose on the subject Plot No. 42 from Nashik Municipal Corporation as per Sanction of Building Permit and Commencement Certificate No. LND/BP/Satpur/B1/275/2968 dated 26/01/2014. The completion certificate of which is yet to be obtained.
9. Shri.Akash Aniruddha Gawade executed Agreement For Sale of Flat dated 25/02/2015 in favour of Mrs.Meera Sandip Gite in respect of Flat No. 03 (Three) on First Floor admeasuring 55.76 Sq. Mtrs. i.e. 600.00 Sq. Ft. built up + Parking area admeasuring 4.64 Sq. Mtrs. in the building premises named as "SUYASH APARTMENT". The said Agreement is duly registered in the office of Sub-Registrar, Nashik-4 at Serial No. 1650 on 26/02/2015.

35. Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?

- No; because the mortgagor-borrower agreed to purchase the subject Flat property in the building constructed on the plots of land. However, the Vendor/Builder's name is reflected as owner in the revenue record for the subject plot of land.

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.

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37. Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?

(a) Document in relation to electricity connection;

-- N. A.

(b) Document in relation to water connection;

-- N. A..

(c) Document in relation to Sales Tax Registration, if any applicable;

-- N. A..

(d) Other utility bills, if any.

-- The subject newly constructed Flat property is agreed to be purchased by the purchaser from the Vendor/Builder; and therefore, the house tax bill or water charges bill are yet to be obtained.

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 occasion to verify from the valuation report and/or utility bills etc. because no valuation report or utility bills are available for verification.

39. ¹If 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.)

-- No, as specified above under serial No.38.

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 subject to consent/permission for mortgage of the subject property by the Vendor/Builder in favour of your bank.

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.**

-- Not applicable because the original title deeds are available.

43. **Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.**

-- Yes the mortgage is permitted by law.

44. **Additional aspects relevant for investigation of title as per local laws.**

-- No.

45. **Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.**

-- Spot visit on the location /site of the property is recommended before and after the sanction and disbursement of the loan facility.

-- No Objection Certificate for mortgage purpose is required to be obtained from the Vendor/Builder.

-- Affidavit for non-encumbrance of the property to any other Bank /financial institution is required to be obtained from the Vendor/Builder.

-- If your bank grants loan against the subject property for payment of balance consideration amount for purchase of the said Flat property by Mrs.Meera Sandip Gite, then after disbursement of the loan amount to the Vendor/Builder, a registered Deed of Apartment/ Sale Deed may be required to be executed in the name of the purchaser and the

said original registered Deed of Apartment/ Sale Deed may be obtained by your bank.

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

-- Mrs.Meera Sandip Gite is entitled to deposit title deed of the Flat property as purchaser of the subject Flat property with the consent of the Vendor/Builder.

47. (i) ~~The enclosed non-encumbrance certificate has been obtained by me directly from the office of Sub-Registrar.~~

OR

(ii) It is certified that there is no provision of issuing non-encumbrance certified from the office of Sub-Registrar. (Strike out(i) or (ii) which is not applicable)

(Note : Advocate should directly obtain the non-encumbrance certificate from the office of Sub-Registrar (whether there is provision for issuance of such certificate).

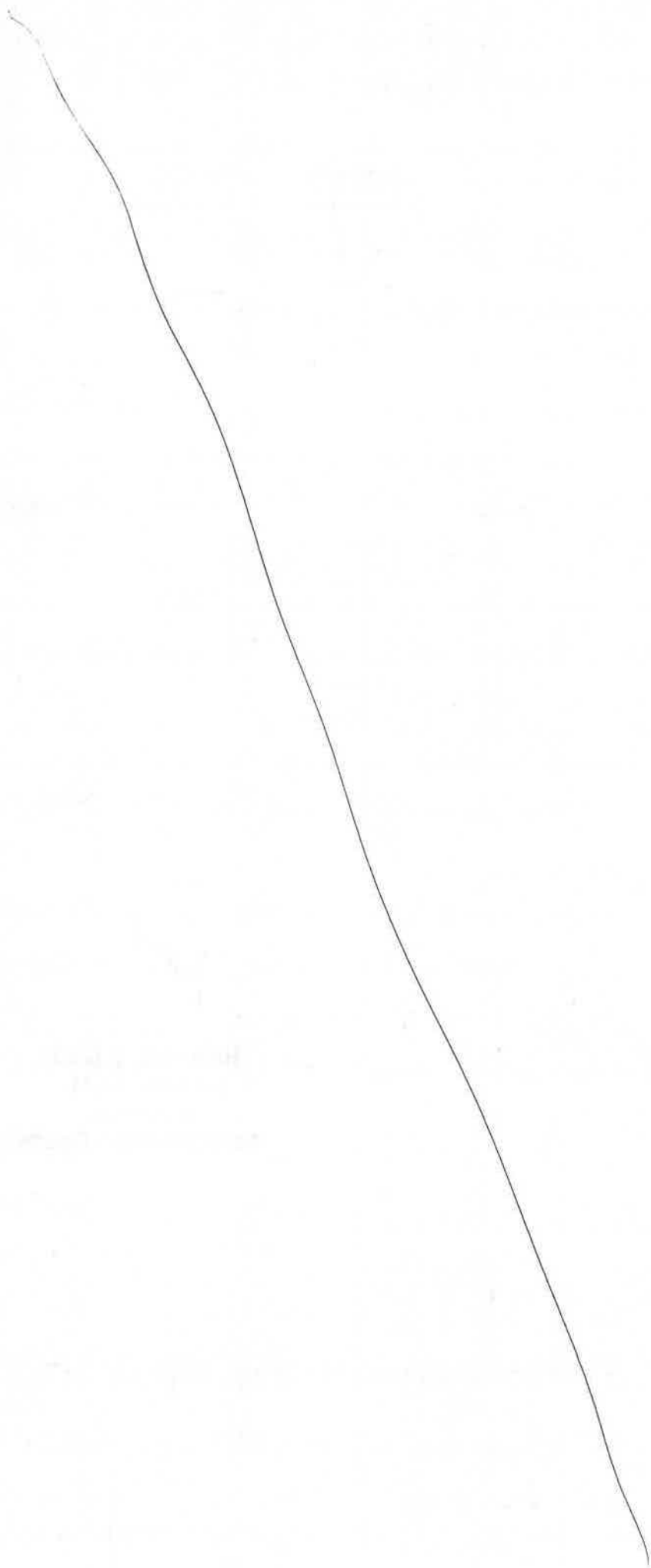
Note : In case separate sheets are required, the same may be used, signed and annexed.

Date : 23/03/2015

Place : Nashik



Signature of the Advocate
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Sachin R. Giri, M.C.S., LL.B.,

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Vakilwadi, Nasik-422 001, Ph.: 0253-3012515, Cell : 98223 12876, 98229 62776,

Annexure - C:

CERTIFICATE OF TITLE

I have examined the Original Title Deeds intended to be deposited relating to the schedule property and offered as security by way of ***Registered or Equitable 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:

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 Sub-Registrars Offices, Revenue Records, I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
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 whatsoever, as could be seen from the Encumbrance Certificate for the period from 1986 to 18/03/2015 pertaining to the Immovable

Property 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).~~

7. ~~Minors and his interest in the property is to the extent of _____ (Specify the share of the Minor with Name). (Strike out if not applicable).~~

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, Mrs.Meera Sandip Gite.

9. I certify that Mrs.Meera Sandip Gite has an absolute, clear and Marketable title over the Schedule Flat property with the consent of builder/developer. 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. Original registered Agreement For Sale of Flat dated 25/02/2015 in favour of Mrs.Meera Sandip Gite in respect of Flat 'No. 03 alongwith its original registration fees paid receipt for the said document.

b. No Objection Certificate / Consent Letter is required to be obtained from the Vendor/Builder for mortgage of subject Flat property in favour of the Mortgagee Bank.

c. Affidavit for non-encumbrance of the property to any other Bank /financial institution is required to be obtained from the Vendor/Builder.

- d. If your bank grants loan against the subject property for payment of balance consideration amount for purchase of the said Flat property by Mrs.Meera Sandip Gite, then after disbursement of the loan amount to the Vendor/Builder, a registered Deed of Apartment/ Sale Deed may be required to be executed in the name of the purchaser and the said original registered Deed of Apartment/ Sale Deed may be obtained by your bank.
- e. Copies of current year N. A. tax paid receipt alongwith latest 7/12 extracts be obtained in the record of the bank.

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

SCHEDULE OF THE PROPERTY

FIRST SCHEDULE OF THE PROPERTY

All that piece and parcel of N. A. land bearing Survey No. 127, Plot No. 42 admeasuring 280.01 Sq. Mtrs. situated at village Gangapur, Tal. & Dist. Nashik + T.D.R. area admeasuring 110.00 Sq. Mtrs. within the limits of Nashik Municipal Corporation, Registration and Sub-Registration Dist. Nashik, Tal. & Dist. Nashik, Tal. & Dist. Nashik, and the said Plot No.42 is bounded as follows:

On or towards East	:	Plot No. 41.
On or towards West	:	Plot No. 43.
On or towards South	:	Colony Road.
On or towards North	:	Gangapur Survey No. 124.

SECOND SCHEDULE OF THE FLAT PROPERTY AGREED TO BE MORTGAGED


All that piece and parcel of constructed property constructed on the property as mentioned in the First Schedule bearing residential **Flat No.**

03 (Three) on First Floor admeasuring 55.76 Sq. Mtrs. i.e. 600.00 Sq. Ft. built up + Parking area admeasuring 4.64 Sq. Mtrs. in the building premises named as "**SUYASH APARTMENT**"; and the said Flat No.03 (Three) is bounded as under :

On or Towards East : Flat No. 02.
On or Towards West : Marginal Space.
On or Towards South : Road.
On or Towards North : Staircase.

Place : Nashik

Date : 23/03/2015


Signature of the Advocate
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