

V A L U A T I O N - R E P O R T

On Request By	SBI. RASMECCC Branch
Owner	Mrs. Sunita R Pawar.
Property	The Valuation Of Resi Flat No – 13, On Third Floor, In “Saheb Apartment”, On Plot No. 19, S No. 95/2B/20, Rajpal Colony, Makhamalabad Naka, Panchavati, Nashik, Tal. Dist. Nashik.
Date of valuation	29/09/2014
Market value	Rs.14,02,000.00/-
Realizable Value	Rs.13,31,000.00/-
Distress Value	Rs.10,51,000.00/-
Name of valuer	Laki Architects Ar Vilas K Sanap B arch, aiaa, fiv, apva, mca Regd architects & Govt approved valuers <u>Regd Office</u> Shop No 6A & 7A Niwas Plaza Behind H D F C House, Sharnpur Link Rd Canada Corner Nashik Ph No 2576807 Mob No 9822055985 E mail vilas_ved@yahoo.co.in
Containts/ No of pages	This Original Report Contains - -Pages

I agree
R.V. 21/1331000
Sanap

Dr



Laki Architects

Regd architects & Govt approved valuers

Shop No 6 & 7 A Niwas Plaza B/H HDFC House ,Sharnapur Trimbak Link Road Nashik
422002 Ph 0253-2576807 Mob 9822055985 Mail – vilas_ved@yahoo.co.in

CERTIFICATE OF VALUATION

29/09/2014

ON REQUEST BY STATE BANK OF INDIA SBI. RASMECCC BRANCH FOR
MRS. SUNITA R PAWAR. RESI AT NASHIK I AM ISSUING THE VALUATION OF
RESI FLAT NO – 13, ON THIRD FLOOR, IN "SAHEB APARTMENT", ON PLOT
NO. 19, S NO. 95/2B/20, RAJPAL COLONY, MAKHAMALABAD NAKA,
PANCHAVATI, NASHIK, TAL. DIST. NASHIK.

INTERALIA , THE FOLLOWING DOCUMENTS / RECORDS WERE EXAMINED
INSPECTED . WE PERSONALY VISITED THE SITE ALONG WITH OWNER /
THE 7/12 UTTARA OWNERSHIP DOCUMENTS ,SALE / LEASE DEED , THE
BLDG APPROVED PLANS, COMPLETION CERTIFICATE N/ A ORDER ETC AS
DESIRED THE VALUATION EXERCISE IS BASED ON MINIMAL WORK AS
ABOVE NECESSARY FOR ARRIVING AT REASONABLE ASSESSMENT OF
VALUE OF PROPERTY BASED ON RELIABLE AND VARIABLE DATA WITH
PRACTICABLE MINIMUM WORK VIS – A – VIS THE PRACTICABLE MINIMUM
COSTS . SIMILARLY AS DESIRED, THE VALUATION HAS BEEN DONE ON
EXISTING BASIS FOR FLAT BY LAND & BUILDING METHOD THE FAIR
MARKET VALUE OF SAID PROPERTY IS **Rs.14,02,000.00/-** IN WORD RUPEES
FOURTEEN LACKS TWO THOUSAND ONLY. AS PER DETAILED VALUATION
REPORT & PHOTOGRAPS ENCLOSED HERWITH

For Laki Architects



Ar Vilas K Sanap

B arch, aiaa, fiv, apva, mca
Regd architects &
Govt approved valuers
Regd no ccit/1/37/55/08-09



Report Of Valuation Of Immovable Property

(Private & confidential)

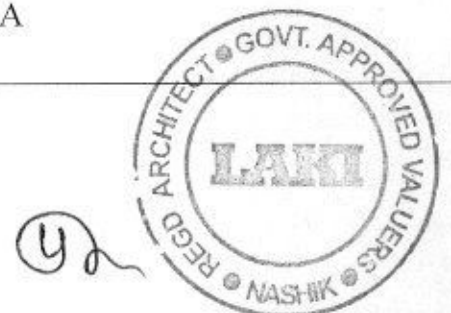
Part - I Questionnaire General

1	Purpose for which valuation is Made	Loan Purpose
2	Date as on which valuation is made	29/09/2014
3	Name of the ORIGINAL Owner/ Owners	Mrs. Sunita R Pawar.
4	If the property is under joint ownership /co-ownership , share of each such owner. Are the shares undivided	sole ownership
5	Brief Description of the Property	Resi Flat No – 13, On Third Floor, In “Saheb Apartment”, On Plot No. 19, S No. 95/2B/20, Rajpal Colony, Makhamalabad Naka, Panchavati Nashik, Tal. Dist. Nashik.
6	Location, street Ward No.	Rajpal Colony, Makhamalabad Naka
7	Survey /Plot No. of Land	Plot No. 19, S No. 95/2B/20
8	Is the property situated in residential / commercial / mixed area / Industrial area	Residential area
9	Classification of Local high class middle class/ poor class	Middle Class
10	Proximity to civic amenities likes school, hospitals , offices, market cineamas etc.	All available nearby
11	Means and Proximity to surface communication by which the locality is served LAND	Locality is well connected by roads
12	Area of Land supported by documentary proof, shape dimensions and physical	N/A
13	Road, streets or lanes on which the lands is abutting	Rajpal Colony, Makhamalabad Naka
14	Is it freehold or leasehold land	Free Hold
15	If leasehold, the name of lessor/ lessee, nature of lease/ dated of commencement and termination of lease and terms of renewal of lease	N/A
16	Initial premium ground rent payable per annum Uneamed increased payable to the Lessor in the event of sale or transfer.	N/A
17	If there any restrictive covenant in regard to	N/A

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	use of land ? If so, attach a copy of the covenant	
18	Are there any agreements of easements ? If so attach copies	N/A
19	Does the land fall in an area included in any Town Planning Plan of Govt. or any statutory body, if so, give particulars	NMC Of Nashik
20	Has any contribution been made towards development or is any demand for such contribution still outstanding	N/A
21	Has Govt. or any statutory body notified the whole or part of the land for acquisition ? Give date of the notification	No.
22	Attach a dimensioned site Plan	Yes
23	LOCATION OF LAND	
	Towards East	Marginal Space
	Towards West	Marginal Space
	Towards South	Marginal Space
	Towards North	Staircase & Flat No.14
24	Attach plans and elevations of all structures standing on the land and a layout plan	Yes
25	Furnish technical details of the building on a separate sheet	As per drawing.
26	i) Is the building / Landowner/ occupied / tenanted / both ?	N/A
27	What is the Floor Space Index permissible and percentage actually utilized	As per approved plans
28	RENTS Names of Tenant / Lessees / Licensees / etc.	N/A
29	Portions in their occupation	Total
30	Monthly or annual rent / compensation / license fee etc, paid by each	N/A
31	Gross amount received for the whole property	N/A
32	Are any of the occupants related to or close business associates of the owner	No.
33	Is separate amount being recovered for the use of fixtures, like fans geysers,	N/A



	refrigerators , cooking ranges, built in wardrobes etc. or for service charges ? If so give details	
34	Give Details of water & Electricity Charges if any, to be borne by the owner	Msedcl Bill Rs.410.00 Dt.30/07/2014, M No.002577380
35	Has the tenant to bear the whole or part of the cost of repairs and maintenance. Give particulars	N/A
36	If a lift is installed, who is to bear the cost of maintenance and operation owner or tenant ?	N/A
37	If a pump is installed, who has to bear the cost of maintenance and operation or tenant ?	Owner
38	Who has to bear the cost of electricity charges for lighting of common space like entrance etc. Owner or Tenant?	Owner
39	What is the amount of property Tax ? Who is to bear it ? Give details with documentary proof. WATER TAX PAID	House Tax Paid Rs. 1620.00 Dt.16/01/2014, I No.31305638
40	Is the building insured, if so give the policy No. Amount for which it is Insured and the annual premium	N/A
41	Is any dispute between landlord and tenant regarding rent pending in a court of Law	N/A
42	Has any standard rent had been fixed for the premises under any law relating to the control of rent ? Property , registration No. Sale, price and area of land sold	No.
43	Land rate adopted in this valuation	As per part 2
44	If SALE INSTANCES are not available or not relied upon the basis of arriving at the land rate	Available
45	COST OF CONSTRUCTION	As per part 2
46	Year of commencement of construction & year of completion	LND/BP/Panchavati/686 Dt. 13/05/2003
47	What was the method of construction : by contract by employing labor directly / both	By contract
48	For items of works done on contract produce copies of agreements	N/A
49	For items of work done by engaging labor	N/A

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	directly, give basic rates of materials and labour supported by documentary proof	
50	Floor wise Builtup area ground floor main bldg. Subsidiary bldg.	N/A
51	Land Area	N/A
52	Age of Property / Expected Life of Property	11year / 49years
53	<p><u>Brief Specifications</u></p> <ul style="list-style-type: none"> • Resi Flat No – 13, On Third Floor • R. C.C Frame Structured – Parking + Stilt + Third Floor • Ext Wall 0.23/ • Int 0.11 Thk • Obd Paint Inside/cement paint outside • Plaster work Outside • Spartex/Gray Mosaic Flooring • Kitchen Platform Marble • Sliding Windows • Casing/ Capping Electrical Wiring • Full Ht Tiles In Bath/w.c partly • Plumbing work 	

Part 2 –Valuation

Area of Flat In Sqft	Rate per Sqft	Amount
B/Up area - 411.00sqft + Add Terrace Area – 33% = 72.60sqft		
Total B/UP Area – 483.60sqft	Rs.2900.00	Rs.14,02,440.00
		Say
		Rs.14,02,000.00

IN WORD RUPEES FOURTEEN LACKS TWO THOUSAND ONLY.



Fair Market Value

The term "Fair Market Value" as used herein is defined as being the amount, in terms of money, at which the property would exchange in the current real estate market, allowing a reasonable time to find a purchaser, as between a willing buyer and a willing seller, both having reasonable knowledge of all relevant facts, and with equity to both.

This definition assumes that any transaction that occurs will be for cash or its equivalent consideration. The terms of sale, whether favorable or unfavorable, would undoubtedly influence the price of the property if it were offered for sale in the open market. It is further assumed that title to the property is good and marketable, and that it would be transferable without unreasonable restriction. Thus the characteristics of the 'Market Value's are

- ✓ It is a free will sale.
- ✓ It is an estimated amount and not a predetermined or an actual sale price.
- ✓ It is time-specific as on the given date
- ✓ It depends on 'purpose of valuation'.
- ✓ Buyer & Seller are actuated by business principles. They are unrelated and are acting independently.

Asset would be exposed to the market in the most appropriate manner to effect its disposal at the best price possible.

Fair market value of the property. is **Rs.14,02,000.00**

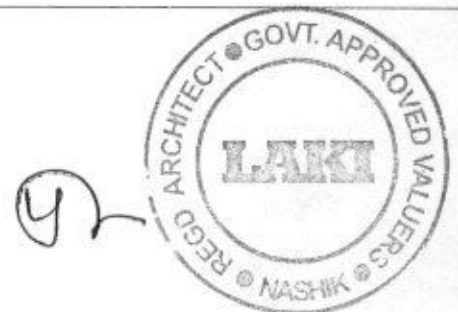
Feasible / Realizable Value

It's a value less than the fair market value, it depends on various factors i.e. mode of payment, marketing strategy of the flat for sale, cost involved in the process of the sale and current real estate market condition, location, age of the property etc. Due to this reference, we are adopting a discounting factor of 5% with respect to the fair market value of the property so that as per my considered opinion that. The value of the property is around **Rs.13,31,000.00**

Distress / Forced Sale Value

Its value may reasonably be expected to be obtained from the sale of the property in which one or many factors of the definition of the current market value are not satisfied at the time the seller may be an unwilling seller of the property and the buyer may be motivated by the knowledge of the disadvantage of the seller. Due to this reference, we are adopting a discounting factor of 25% with respect to the fair market value of the property so that as per my considered opinion that; in case the value of the property is around

Rs.10,51,000.00



Part 3 – Declaration

We hereby declare that

1	We have personally inspected the property on 27/09/2014
2	We have no direct or indirect interest in the property
3	We have not been convicted of any offense and sentenced to a term of imprisonment
4	This is to certify that the Values of above mentioned property are appropriate as on today & it is based on the information given to me by owner& from local survey and enquiry
5	The information furnished in Part – I is true and correct to the best of our knowledge and belief. The report contains ----- pages

Date- 29/09/2014

Place- Nashik

For Laki Architects



Ar Vilas K Sanap
B arch, aiaa, fiv, apva, mca
Regd architects &
Govt approved valuers
Regd no ccit/1/37/55/08-09



Resi Flat No – 13, On Third Floor, In “Saheb Apartment”, On Plot No. 19, S No. 95/2B/20, Rajpal Colony, Makhamalabad Naka, Panchavati Nashik, Tal. Dist. Nashik.



REGD ARCHITECT & GOVT APPROVED VALUERS
LAKI
NASHIK



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FEAT



पावती

Original/Duplicate

Friday, October 17, 2014

नोंदणी क्र.: 39म

1:42 PM

Regn.: 39M

पावती क्र.: 12914 दिनांक: 17/10/2014

गावाचे नाव: Nashik Shahar

फाईलिंगचा अनुक्रमांक: NSK5-2507-2014

दस्तऐवजाचा प्रकार : Notice of Intimation of Mortgage by way of Deposite of title Deed

सादर करणाऱ्याचे नाव: SUNITA RAMCHANDRA PAWAR

Document Handling रु. 300.00

Filing Fee रु. 1000.00

एकूण: रु. 1300.00

सादरकर्ता STATE BANK OF INDIA यांनी यांचेकडून दि. 08/10/2014 रोजी घेतलेल्या

रु.737000/- कर्जासंबंधीची नोटीस ऑफ इंटिमेशन फायलिंग साठी मिळाली.

GRN is MH003363389201415E Defaced vide 0002042965201415

Dated. 17/10/2014.

Crisone
Joint S.R. Nashik 5

सह. दुय्यम निबंधक क्र-२
पत्रिका-५


Notice of Intimation regarding Mortgage by way of Deposit Of Title Deed

Token No. : 9991610140100 / 2014

Date : 16/10/2014

We, the undersigned parties, are by this notice of intimation, giving notice to the public at large that, the mortgagor herein had deposited the title deeds of the property for the security of the loan given/ agreed to be given by the mortgagee herein.

(1) Party Details:

Name Of Party/Address	Party Photo	Party Thumb
(Mortgagee) STATE BANK OF INDIA Address: NASIK ROAD		
(Mortgagor) SUNITA RAMCHANDRA PAWAR Address: Building Name:SAHEB APPT , Flat No:13, Block Sector:PANCHVATI , Road:MAKHMALABAD , City:NASHIK, State:MAHARASHTRA, District:NASHIK, Pin:422003		

(2) Property Location: District: Nashik, Taluka: Nashik, Village: Nashik Shahar .

(3) Property Details: 1) Building Name:SAHEB APPT, Floor No:3RD, Flat No:13, Road:MAKHMALABAD ,
Block Sector:PANCHAVATI NASHIK, Village/ City:Nashik Shahar , Taluka:Nashik,
District:NashikS.No/CTS NO etc.: Survey Number :95/2B/20, Plot Number :19, Area:
Build : 58.65 Sq.mt.Documents Deposited with Bank: Sale Deed :4329/2009/NSK1

(4) Mortgage details:

Date of Mortgage : 08/10/2014 Loan Amount: Rs.
737000 /- Rate of Interest :10.10%

Payment Details:

-Total Stamp Duty of Rs.: 1600/- has been paid vide Franking No.:PB5396 Franking Amount Rs.1600/- Dated :08/10/2014

-Filing Fee of Rs.: 1000/- has been paid vide eChallan No.:MH003363389201415E eChallan Amount Rs.1000/- Dated :15/10/2014, - By Cash Amount Rs.300/-

Tokennumber 9991610140100 dated 08/10/2014 has been generated for eFiling on date 16/10/2014

NOTE : Please take printout of this page, sign it and submit it to Sub-Registrar

[Handwritten Signature]



इतर
पावती

Original/Duplicate

Thursday 17 April 2014 2:48
PM

नोंदणी क्र. 39M
Regn.:39M

पावती क्र.: 4302 दिनांक: 17/04/2014

गावाचे नाव:

दस्तऐवजाचा अनुक्रमांक: नगन5-0-2014

दस्तऐवजाचा प्रकार :

मादर करणाऱ्याचे नाव: अँड गिताली कुलकर्णी

वर्णन नामिक, स.नं.95/2ब/20 प्लॉट नं.19 यावरील साहेबा अपार्टमेंट मधील फ्लॅट नं.13
(शोध सन 2002ते 2014 -13 वर्ष)अर्ज क्र.462/2014

SEARCHFEE रु. 325.00

एकूण: रु. 325.00

Joint-Sub Registrar Nashik 5

1); देयकाचा प्रकार: By Cash रक्कम: रु 325/-

Annex A-1

Part of the investigation of the ...

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Mrs. Geetali V. Kulkarni

Advocate

Mobile 9860685529

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

Annexure – B:

Report of Investigation of Title in respect of immovable Property.

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

1.	a) Name of the Branch/ Business Unit/Office seeking opinion	State Bank of India, Nashik
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Nil
	c) Name of the Borrower.	Sunita Ramchandra Pawar.
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security	Sunita Ramchandra Pawar.
	b) Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	Individual.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Details are given in the schedule of Annexure C ('the said property')
	(a) Survey No.	-Do-
	(b) Door/House no. (in case of house property)	-Do-
	(c) Extent/ area including plinth/ built up area in case of house property	-Do-
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	-Do-
4. a)	Particulars of the documents scrutinized-serially and chronologically:	
	1. Copy of Agreement to Sale in the name of Sunita Ramchandra Pawar, Registered by Document No NSN1-5327-2004 Dtd 18/06/2004.	
	2. Original Apartment Deed, in the name of Sunita Ramchandra Pawar, Registered by Document No NSN1-04329-2009 Dtd 24/06/2009.	
	3. Copy of Sanction of Building Permit & Commencement Certificate issued by Nashik Municipal Corporation, Nashik, Vide Order No: LND/BP/Panchwati/86 Dtd. 13/05/2003 for Residential purpose.	
	4. Copy of Building Completion Certificate issued by Nashik Municipal Corporation, Nashik, Vide Order No: NRV/000279 (Panchwati) Dtd. 29/04/2004.	
	5. 7/12 extracts Dtd 06/01/2014 of Nashik bearing Plot No. 19 out of Survey No. 95/2B/20 in the name of Mr. Nivrutti Gangadhar Mahale & other three.	
	6. Copy of N. A. Tax payment receipt Vide No: 2016105 for the year 2013-14 Dtd 29/01/2014.	
	7. Relevant 6-D entries covering the span of 13 years.	
	8. Copy of list of documents in the custody, issued by M/s HDFC Ltd. Dtd. 13/09/2013 in the name of Sunita Ramchandra Pawar.	



Date: _____
 Original: _____
 by: _____
 for: _____

I hereby certify that the above is a true and correct copy of the original document as it appears in the records of the _____

In witness whereof, I have hereunto set my hand and the seal of the _____ at _____ this _____ day of _____ 19____.

I hereby certify that the above is a true and correct copy of the original document as it appears in the records of the _____

In case of dispute, I affirm as usually for loans of \$5,000 or more and above, that the _____ is not a member of the _____ for a period of _____ years or more (as required by the _____)

4. b)	<p>Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note : Only originals or certified extracts from the Registering / land / revenue/ other authorities be examined.</p>	<p>All the documents produced before me are the photocopies unless specified as 'Original' as per the documents list given above.</p>		
Sl. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract / photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate.
<p>Pl. refer Particulars of the documents scrutinized-serially and chronologically dilated in Point No 4a & 4b, above.</p>				
5.	<p>Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)</p>			<p>Certified Copy not obtained.</p>
6.	<p>a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?</p>			<p>On line verification of Title Deed executed after the year 2002 are verified (except GPA).</p>
	<p>b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.</p>			<p>Yes, as commented in point 6a & found in order.</p>
	<p>c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?</p>			<p>No</p>
7.	<p>a) Property offered as security falls within the jurisdiction of which sub-registrar office?</p>			<p>Sub-Registrar Office, Nashik</p>
	<p>b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?</p>			<p>Yes, NSN1 to NSN5</p>
	<p>c) Whether search has been made at all the offices named at (b) above?</p>			<p>Yes.</p>
	<p>d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?</p>			<p>No, from the online search.</p>
8.	<p>Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p> <p>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)</p> <p>1. Formerly, N.A. Plot No. 19 out of Survey No. 85/2B/20 admeasuring area 465.72 Sq. Mtrs. is evident in the name of Mr. Sahebrao Laxmanrao Shirsath & Mr. Nivrutti Gangadhar Mahale.</p>			

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AND Whereas, one of the co-owner Mr. Sahebrao Laxmanrao Shirsath passed away on 24/12/2001 leaving behind him his legal heirs:

- Wife: Pushpa &
- Sons: Vijay & Kishor.

Accordingly, their names are mutated in the owner's column of the revenue records. Same is evident by M. E. No: 47292 Dtd 25/10/2002.

2. Thereafter, Mr. Nivrutti Gangadhar Mahale executed Development Agreement & GPA in the name of Smt. Pushpa Sahebrao Shirsath & other two, Registered by Document No: NSN1-1727-2003 & NSN1-1728-2003 respectively Dtd 17/02/2003. Accordingly, Smt. Pushpa Sahebrao Shirsath & other two got development rights on the aforesaid Plot.
3. Thereafter, owners & Developer decided to develop the Aforesaid Plot by constructing building thereon for residential purpose. Accordingly, Nashik Municipal Corporation, Nashik also issued Sanction of Building Permit & Commencement Certificate Vide Order No: LND/BP/Pachwati/86 Dtd. 13/05/2003 for **Residential** purpose they commenced the work of construction on the Aforesaid Plot & the building known as "**Saheba Apartment**".
4. Thereafter, Smt. Pushpa Sahebrao Shirsath & others executed Agreement to Sale in the name of Sunita Ramchandra Pawar, Registered by Document No: NSN1-5327-2004 Dtd 18/06/2004 in respect of Flat No. 13.
5. AND Whereas, Nashik Municipal Corporation, Nashik, also issued Building Completion Certificate, Vide Order No: NRV/000279 (Panchwati) Dtd. 29/04/2004.
6. Thereafter, Smt. Pushpa Sahebrao Shirsath & others executed Apartment Deed, in the name of Sunita Ramchandra Pawar, Registered by Document No: NSN1-04329-2009 Dtd 24/06/2009 in respect of Flat No. 13.
7. AND Whereas, Sunita Ramchandra Pawar obtained housing loan from M/s HDFC Ltd.. Accordingly, encumbrances of M/s HDFC Ltd. are in existence in respect of Flat No. 13.

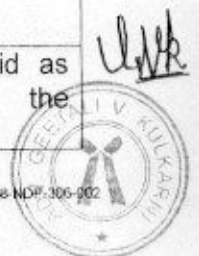
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership over the Flat described in Schedule II, Annex C.
10.	If leasehold, whether;	Not Applicable
	a) lease Deed is duly stamped and registered	Not Applicable
	b) lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c) duration of the Lease/unexpired period of lease,	Not Applicable
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.	Not Applicable
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f) Right to get renewal of the leasehold rights and nature thereof	Not Applicable
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	Not Applicable
	a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not Applicable
	b) the mortgagor is competent to create charge on such property,	Not Applicable



	if so whether such valid permission is available.	
12.	If occupancy right, whether;	Not Applicable
	a) Such right is heritable and transferable,	Not Applicable
	b) Mortgage can be created.	Not Applicable
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.	Not Applicable
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	Not Applicable
	a) The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Not Applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not Applicable
	f) Whether the Donee is in possession of the gifted property;	Not Applicable
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not Applicable
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
15.	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable
	(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with	Not Applicable
	(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
16.	Whether the title documents include any testamentary documents /wills?	Not Applicable
	(a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	(c) Whether the property is mutated on the basis of will?	Not Applicable

	(d) Whether the original will is available?	Not Applicable
	(e) Whether the original death certificate of the testator is available?	Not Applicable
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	Not Applicable
17.	(a) Whether the property is subject to any wakf rights?	Not Applicable
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
18.	(a) Where the property is a HUF/ joint family property, mortgage is created for family benefit/ legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not Applicable
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not Applicable
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Not Applicable
	(b) In case of agricultural property other relevant Records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	The property which is subject matter of mortgage is residential & requisite N.A. permission is obtained.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.).	Not Applicable
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	Not Applicable
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such Search / enquiry.	Not Applicable

	(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?)	Original Power of Attorney Not Produced & online search is not available for POAs. Apparently appears to be enforce & valid.
	(g) Please comment on the genuineness of POA?	Apparently appears to be genuine.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	Apparently appears to be enforceable
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped / authenticated in terms of the Law of the place, where it is executed.	Not Applicable.
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Residential Flat
	(a) Promoter's/Land owner's title to the land/ building;	The mortgagor is the sole Title holder of concerned Flat
	(b) Development Agreement/Power of Attorney;	Yes
	(c) Extent of authority of the Developer/builder;	Yes
	(d) Independent title verification of the Land and/or building in question;	Yes
	(e) Agreement for sale (duly registered);	Yes
	(f) Payment of proper stamp duty;	Yes
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Agreement to Sale is already Registered
	(h) Approval of building plan, permission of appropriate/ local authority, etc.;	Necessary permission is obtained
	(i) Conveyance in favour of Society/ Condominium concerned	Not produced.
	(j) Occupancy Certificate/allotment letter/letter of possession;	Not Produced
	(k) Membership details in the Society etc.;	Not Produced
	(l) Share Certificates;	Yes
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Not Applicable
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not Applicable
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out & other precautions, if any.	Not Applicable
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Yes, Encumbrances of M/s HDFC Ltd. on the property described in Sch. II.
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.	Period & amount as per bank records.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	All dues are paid as informed by the borrower.



	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Not Produced, to be obtained from the borrower
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Refer point No 8 above.
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal / Village records?	No.
36.	(a) Whether the property offered as security is clearly Demarcated?	Yes
	(f) Whether the demarcation/ partition of the property is legally valid?	Yes
	(c) Whether the property has clear access as per documents?	Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Not Produced.
	(a) Document in relation to electricity connection;	Not Produced
	(b) Document in relation to water connection;	Not Produced
	(g) Document in relation to Sales Tax Registration, if any applicable;	Not Produced
	(d) Other utility bills, if any.	Not Produced.
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	No
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Approved building plan & valuation report are not produced for scrutiny.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Only Original Title Deeds.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Not Applicable
44.	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Obtain the original Title Deeds in the custody of bank

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charges of M/s HDFC Ltd. specified in point No 8 Above. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

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

a. **Before loan disbursement:**

1. Original Apartment Deed, in the name of Sunita Ramchandra Pawar, Registered by Document No: NSN1-04329-2009 Dtd 24/06/2009.
2. Recent 7/12 extract.
3. Recent N.A. Tax Receipt
4. Recent Municipal Tax payment receipt.
5. Copy of Building Completion certificate.
6. List Documents issued by M/s HDFC Ltd. listing the documents in their custody.
7. Letter from the borrower stating the boundaries of the flat.

b. **After loan disbursement:**

1. 'No dues certificate' along with 'foreclosure' & 'release of property' from M/s HDFC Ltd.
2. Original Agreement to Sale in the name of Sunita Ramchandra Pawar, Registered by Document No: NSN1-5327-2004 Dtd 18/06/2004.
3. All other documents in the custody of M/s HDFC Ltd.

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

SCHEDULE OF THE PROPERTY (IES):

1. All that piece and parcel of land bearing **Plot No. 19** out of **Survey No: 95/2B/20** admeasuring area **465.72 Sq. Mtrs.** lying and being at **Nashik**, within the limits of Nashik Municipal Corporation, Nashik, & Registration District & Sub-District Nashik and the said property being bounded as:

On or towards:

East	: Plot No. 20.
West	: Plot No. 18.
South	: Plot No. 23.
North	: 30 Ft. Colony Road.

2. All that piece and parcel of **Flat No 13**, admeasuring Total area of **38.20 Sq. Mtrs Built Up Area**, located at **Third floor**, constructed upon Aforesaid Plot as described in Schedule 1 named & Registered as the building known as "**Saheba Apartment**" and the said property being bounded per approved building plan.

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

Place: Nashik
Date: 27/03/2014


Signature of the Advocate

