



Sachin Vilasrao Navale

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Advocate

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Ref. :

Date : 07/03/2012

SEARCH REPORT (LEGAL OPINION)

Legal opinion in respect of M/s **SWAMI SAMARTH REALTORS & INFRASTRUCTURE** the Proprietary Firm, through its proprietor, Mr. Milind Bhagwat Pokharkar, pertaining to the property bearing CTS No. 2972 area admeasuring 27.3 sq mts, CTS No. 2973 area admeasuring 27.3 sq mts, CTS No. 2974 area admeasuring 27.3 sq mts, CTS No. 2975 area admeasuring 27.3 sq mts, CTS No. 2976 area admeasuring 1709.5 sq mts, CTS No. 2967 area admeasuring 45.5 sq mts totally admeasuring 1864.20 sq mts. and CTS No. 2913 area admeasuring 1784.70 sq. mtrs, and CTS no 2914 area admeasuring 164 sq mts totally admeasuring 1948.70 sq mts. situated at village Talegaon Dabhade, Taluka Maval, District Pune and within the limits of Talegaon Dabhade Municipal Council. I have gone through and studied carefully all relevant documents and have taken search of the property for last 30 years vide receipt no 0397031 dated 06/03/2012 in the office of Sub Registrar, Maval no 2, and my observations are as under:-

A) DOCUMENTS RELIED UPON

- 1) Certified copy of the City Survey record.
- 2) Demarcation and layout of the plot.
- 3) NA Order
- 4) Commencement Certificate
- 5) Development Agreement and Power of Attorney between Mr Rajendra Balasahaeb Shelke and M/s Swami Samarth Realtors & Infrastructure.
- 6) Development Agreement and Power of Attorney between Mr Narayan Ladbhau Khandage and M/s Swami Samarth Realtors & Infrastructure.

B) SCHEDULE OF THE PROPERTY:

THE SCHEDULE I

All the parcel and piece of said entire land bearing CTS No. 2972 area admeasuring 27.3 sq mts, CTS No. 2973 area admeasuring 27.3 sq mts, CTS No. 2974 area admeasuring 27.3 sq mts, CTS No. 2975 area admeasuring 27.3 sq mts, CTS No. 2976 area admeasuring 1709.5 sq mts, CTS No. 2967 area admeasuring 45.5 sq mts totally admeasuring 1864.20 sq mts. situated in village Talegaon Dabhade, Tal- Maval, Dist-Pune situated in the limits of Sub Registrar, Vadgaon Maval and Talegaon Dabhade Municipal Council, bounded as follows;

Towards East : CTS no 2965 to 2971
Towards South : S no 698
Towards West : CTS no 2891/27 road, 2891/28
Towards North : CTS no 2977, 2978,2964

THE SCHEDULE II

All the parcel and piece of said land bearing CTS No. 2913 area admeasuring 1784.70 sq. mtrs, and CTS no 2914 area admeasuring 164 sq mts totally admeasuring 1948.70 sq mts situated in village Talegaon Dabhade, Tal- Maval, Dist-Pune situated in the limits of Sub Registrar, Vadgaon Maval and Talegaon Dabhade Municipal Council, bounded as follows;

Towards East : CTS no 2988 and 2981
Towards South : CTS no 2812, 2882 and 2911
Towards West : CTS no 2976
Towards North : CTS no 2971

C) FLOW OF TITLE.

WHEREAS, the land bearing CTS No. 2972 area admeasuring 27.3 sq mts, CTS No. 2973 area admeasuring 27.3 sq mts, CTS No. 2974 area admeasuring 27.3 sq mts, CTS No. 2975 area admeasuring 27.3 sq mts, CTS No. 2976 area admeasuring 1709.5 sq mts, CTS No. 2967 area admeasuring 45.5 sq mts totally admeasuring 1864.20 sq mts. situated in village Talegaon Dabhade, more particularly described in the Schedule I, was owned by Mr Balasaheb Baburao Shelke, and accordingly his name was entered in the CTS extract of the said property described in the schedule I.

AND WHEREAS, The said Mr Balasaheb Shelke expired on 06/02/2006, and thereby the names of his legal heirs as wife Smt Gangubai balasaheb Shelke, son Mr Rajendra Balasaheb Shelke, daughters Mrs Sunanda Ashok Shinde, Mrs Manda Rajendra Kale, Mrs Kunda Sudhakar Karle were entered in the CTS extract of the said property described in the schedule I.

AND WHEREAS, the said Smt Gangubai balasaheb Shelke, daughters Mrs Sunanda Ashok Shinde, Mrs Manda Rajendra Kale, Mrs Kunda Sudhakar Karle released all their rights and interest in the said Property described in the schedule I in favor of Mr Rajendra Balasaheb Shelke. The said Release Deed is registered in the office of the Sub Registrar at Vadgaon Maval at serial no 3011 and 3017 dated 03/05/2010.


Adv. Sachin

Talegaon
Pune



Sachin Vilasrao Navale

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Date :

AND WHEREAS, at the same time the legal heirs of Mr Rambhau Shelke (who was the brother of Mr Balasaheb Shelke), ie wife Smt Rukmini Rambhau Shelke son Sanjay Rambhau Shelke, daughters Mrs Manju Kishor Ghotkule and Mrs Mrs Leena Anil Kurghude, the said Smt Rukmini Rambhau Shelke, daughters Mrs Manju Kishor Ghotkule and Mrs Mrs Leena Anil Kurghude released all their rights and interest in the said Property described in the schedule I in favor of Mr Sanjay Rambhau Shelke. The said Release Deed is registered in the office of the Sub Registrar at Vadgaon Maval at serial no 3012 dated 03/05/2010.

AND WHEREAS the said Mr Sanjay Rambhau Shelke for himself and on behalf of his entire family members released all his rights in the said property by giving his consent to the said transaction of the Development Agreement and Power of Attorney in favor of the Developer by the said Mr Rajendra B Shelke, the said Deed of Confirmation is registered in the office of the Sub Registrar at Vadgaon Maval at serial no 4049 dated 25/06/2010.

AND WHEREAS, therefore the said Mr Rajendra Balasaheb Shelke became the absolute owner of the said Property described in the schedule I hereunder.

AND WHEREAS, vide Development Agreement dated 17/06/2010 the said Mr. Rajendra Balasaheb Shelke assigned all the rights acquired by him under the above mentioned documents, to and in favor of the Developer, M/s Shree Swami Samarth Realtors and Infrastructure through its prop Mr Milind Bhagwat Pokharkar. The said Development Agreement is registered in the office of the Sub – Registrar of Assurances, Lonawala at Serial No. 2602, regarding the property described in the schedule I hereunder;

AND WHEREAS, the said Mr. Rajendra Balasaheb Shelke as the owners also granted a Irrevocable General Power of Attorney to the said M/s Shree Swami Samarth Realtors and Infrastructure through its prop Mr Milind Bhagwat Pokharkar. The said Power of Attorney is registered in the office of the Sub – Registrar of Assurances, Lonawala at Serial No. 2603, regarding the property described in the schedule I hereunder;

AND WHEREAS, the said Mr. Rajendra Balasaheb Shelke as the owner has executed a Deed of Deceleration cum Confirmation Deed regarding the property described in the schedule I, which is registered in the office of the Sub – Registrar of Assurances, Maval at Serial No. 4292 dated 09/07/2010;

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AND WHEREAS, the land bearing CTS No. 2913 area admeasuring 1784.70 sq. mtrs, and CTS no 2914 area admeasuring 164 sq mts totally admeasuring 1948.70 sq mts. situated in village Talegaon Dabhade, more particularly described in the Schedule II, is owned by Mr Narayan Ladbhau Khandage, and accordingly his name is entered in the CTS extract of the said property described in the schedule II.

AND WHEREAS, vide Development Agreement dated 18/08/2011 the said Mr Narayan Ladbhau Khandage has assigned all the rights, to and in favor of the Developer, M/s Shree Swami Samarth Realtors and Infrastructure through its prop Mr Milind Bhagwat Pokharkar. The said Development Agreement is registered in the office of the Sub – Registrar of Assurances, Maval at Serial No. 5240/2011, regarding the property described in the schedule II hereunder;

AND WHEREAS, the said Mr Narayan Ladbhau Khandage as the owner also granted a Irrevocable General Power of Attorney to the said M/s Shree Swami Samarth Realtors and Infrastructure through its prop Mr Milind Bhagwat Pokharkar. The said Power of Attorney is registered in the office of the Sub – Registrar of Assurances, Maval at Serial No. 5241/2011 dated 18/08/2011, regarding the property described in the schedule II hereunder;

AND WHEREAS, the said M/s Shree Swami Samarth Realtors and Infrastructure through its prop Mr Milind Bhagwat Pokharkar have obtained the development rights of the property described in the schedule I & II hereinabove.

AND WHEREAS, the Promoters/ developers in order to develop the said properties described in the schedule I and II, and also that the said properties described in the schedule I and II are adjacent to each other, the said developer amalgamated the said properties and intended to develop the same.

AND WHEREAS, the Talegaon Dabhade Municipal Council has sanctioned the building plan hereinafter referred to as the SAID PLAN in respect of the buildings to be constructed at the land more particularly described in Schedule I and II hereunder written, vide its Commencement Certificate bearing No.3891/2011 dated 03/09/2011;

AND WHEREAS, the Hon'ble Collector, Pune, vide his order bearing No. PMA/NA/SR/480/11 dated 25/01/2012 was pleased to grant N.A. permission in respect of the land more particularly described in Schedule I and II hereunder written;


Adv. Sachin

Talegaon I
Pune



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Ref. : **AND WHEREAS**, the Promoters have accordingly commenced construction of the said entire project in accordance with the SAID PLAN in the name and style as 'OZONE GREEN' and the Promoter further wishes to construct the 4 buildings identified as A, B, C, & D Wings, containing residential units therein and accordingly enmark them by the names and style as he decides and the Purchaser hereby agrees the same. Date

AND WHEREAS, thus, the Owners/Promoters herein are entitled to develop the SAID PROPERTY by constructing multi storied buildings containing ownership flats and or offices and row-houses and further are entitled to sell those various flats/offices/row-houses, etc. hereinafter referred to as the said Unit/s to the prospective purchasers;

WHEREAS, the said Promoters intend to develop the said plot by constructing the Flats/ Units on 'Ownership' basis on it, and the entire scheme to be called by the name "Ozone Green". The Promoter have started the construction of 4 buildings in the said Scheme.

WHEREAS, thereafter the said the Promoters entered in to Agreement for sale regarding the Flats/Units to be constructed in the Building mentioned above with the prospective Purchasers, the details of which are given below;

S.no	CUSTOMER NAME	FLAT NO	REG.NO
1	Mr Jayant Narayankar	B-103	572
2	Mr Subhashlal Lunawat	D-308	644
3	Mrs Jyoti Lunawat	D-307	645
4	Mr Sandip Patil	A-206	571
5	Dhananjay Naik	A-106	675
6	Mr Sandesh Sawant	A-104	711
7	Prabhakar Shinde	B-104	765
8	Sachin Paratkar	D-208	767
9	Bipin Shinde	A-203	822

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10	Sandeep Patwardhan	C-201	852
11	Ramchandra Badave	D-108	932
12	Naresh Patil	B-205	938
13	Dilip Shinde	D-207	1001
14	Bhausahab Shinde	B-203	1127

AND WHEREAS the said M/S. Swami Samarth Realtors & Infrastructure is having absolute right regarding the remaining flat from the said Wings in the scheme known as "Ozone Green" to be constructed on the said Properties.

D) LOAN AND ENCUMBRANCES

From the perusal of the documents supplied to me and the search taken by me in the office of Sub Registrar Vadgaon Maval, Lonawala, Maval-2 for the period of 30 years and from the available records, I have not found any adverse entry creating encumbrance and or charge on the said properties described in I & II.

E) POSSESSION.

The concerned documents show that the said properties described in the schedule I are owned and possessed by Mr Rajendra Balasaheb Shelke and the said properties described in the schedule II are owned and possessed Mr Narayan Ladbhau Khandage, and who have handed over the peaceful possession of the said properties to said M/s Swami Samarth Realtors & Infrastructure the present Promoters.

F) PERIOD

I have taken the search at the office of the Sub Registrar Vadgaon Maval, Lonawala, Maval-2 of the available Index II registers for the last 30 years and also inspected and gone through all the available relevant and necessary document regarding the properties.


Adv. Sachin

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Ref. G)

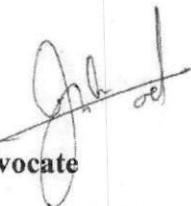
OPINION

Date :

During my inspection I found that some registers in the office of Sub Reg. Vadgaon Maval, Lonawala, Maval-2 were in bad condition and torn and not readable, and also some were lost or not found for my scrutiny.

In the light of all these convents and observations and information given by the party and subject to the available documents produced by the respective Owners, and the search taken of the property in the Office of the Sub Registrar Vadgaon Maval, Lonawala, Maval-2 of the available record and the traceable computer entries, I submit that the above said properties are free from all encumbrances, clear, legal and Marketable and beyond reasonable doubts. And **M/s Swami Samarth Realtors & Infrastructure** the Promoters, through its prop, Mr. Milind Bhagwat Pokharkar, have absolute rights to develop, transfer, charge, lease, mortgage, sale the said property.

This is submitted on 07/03/2012 under my hand and seal at Talegaon Dabhade.


Advocate

Adv. Sachin Vilasrao Navale
B.Com. L.L.B.
Talegaon Dabhade (Strn.)
Pune-410 507

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abhade (Strn.)
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CHALLAN
MTR Form Number-6

GRN	MH004400923201617E	BARCODE					Date	20/09/2016-15:25:14	Form ID		
Department	Inspector General Of Registration			Payer Details							
Type of Payment	Search Fee			TAX ID (If Any)							
	Other Items			PAN No. (If Applicable)							
Office Name	MVL2_MAWAL 2 SUB REGISTRAR			Full Name		Advocate Shriram Gopal Kuber					
Location	PUNE										
Year	2016-2017 Specific From 01/01/2011 To 20/09/2016			Flat/Block No.		flat no B-205 situated on the Seco					
Account Head Details		Amount In Rs.		Premises/Building		nd Floor					
0030072201 SEARCH FEE		125.00		Road/Street		Wing B building named as OZONE GREEN					
				Area/Locality		Talegaon Dabhade					
				Town/City/District							
				PIN							
				Remarks (If Any)							
				Search receipt of Naresh Dharmaji P							
				atil							
				Amount In		One Hundred Twenty Five Rupees Only					
Total		125.00		Words							
Payment Details			CORPORATION BANK			FOR USE IN RECEIVING BANK					
Cheque-DD Details			Bank CIN		REF No.		03502302016092000601		RS20092016535800		
Cheque/DD No			Date		20/09/2016-15:21:00						
Name of Bank			Bank-Branch		CORPORATION BANK						
Name of Branch			Scroll No. , Date		Not Verified with Scroll						

Mobile No. : Not Available

SHRIRAM GOPAL KUBER

[ADVOCATE] BSL LLB

Office: Shop no 18 & 19 Lakshadeep Phase II Near Kaka Halwai Sweet Center, Talegaon Dabhade, Tal Maval Dist Pune. [m] 9822315410.

TITLE INVESTIGATION REPORT Annexure _ B

Date - 20/9/2016

Sgubor

1	a) Name of the Branch seeking opinion	STATE BANK OF INDIA Branch : Branch Thal, Dist Raigad.
	b) Reference & Date of the letter under the cover of which the documents tendered for security are forwarded	12/9/2016
	c) Name of Borrower	MR.NARESH DHARMAJI PATIL MRS. BHAVANA NARESH PATIL
2	a) Name of the Unit/ concern/ person offering the property (ies) as security.	Jointly.
	b) Constitution of the unit/concern/company/person/body /authority offering the property for creation of charge	Jointly.
	c) State as to under what capacity is security offered [whether as joint applicant or borrower or as guarantor etc]	As Borrowers/mortgagors.
3	Complete or full description of the Immovable property(ies) offered as security for creation of mortgaged whether equitable or registered mortgage All that piece and parcel of land bearing CTS NO 2972 area admeasuring 273 Sq.mtrs, CTS NO 2973 area admeasuring 273 Sq.mtrs, CTS NO 2974 area admeasuring 273 Sq.mtrs, CTS NO 2975 area admeasuring 273 Sq.mtrs, CTS	

Sgubor

Adv. Shriram Gopal Kuber
B. S. L., LL. B
Talegaon Dabhade

NO 2976 area admeasuring 1709.5 Sq.mtrs, and CTS NO 2967 area admeasuring 455 Sq.mtrs totally admeasuring 1864.20 Sq.mtrs situated at Talegaon Dabhade, Taluka Maval, Dist Pune within the limits of Talegaon Dabhade Municipal Council Tal Maval, Dist Pune and bounded as under:

On or towards East: Property belongs to Mr. Kate and Mr. Ghule

On or towards South: s no 698

On or towards West: CTS 2891/27, road 2891/28

On or towards North: CTS NO 2977 2978 2964

SCHEDULE OF PROPERTY B

All that piece and parcel of land bearing **CTS NO 2913** area admeasuring 1784.70 Sq.mtrs, **CTS NO 2914** area admeasuring 164 Sq.mtrs totally admeasuring 1948.70 Sq.mtrs situated at Talegaon Dabhade, Taluka Maval, Dist Pune within the limits of Talegaon Dabhade Municipal Council Tal Maval, Dist Pune and bounded as under:

On or towards East: CTS No 2988 & 2989

On or towards South: CTS no 2812, 2882, 2911

On or towards West: CTS 2976

On or towards North: CTS NO 2971

SCHEDULE OF FLAT

All that piece and parcel of property having flat no B-205, situated on the Second Floor in the Wing B building named as OZONE GREEN flat having saleable admeasuring area of 849 Sq.ft. equivalent to 78.90 Sq.mtrs [the carpet area of the said unit is admeasuring 594.27 Sq.ft. i.e. 55.23 Sq.mtrs] constructed on the land more particularly described in Schedule A & Schedule B.

a) Survey No.	Nil
b) Door No.	CTS 2972 TO 2976, 2967, 2913 2914
c) Extent/ Area (including Plinth/built up area in case of house property. flat no B-205, situated on the Second Floor in the Wing B building named	

<p>as OZONE GREEN flat having saleable admeasuring area of 849 Sq.ft. equivalent to 78.90 Sq.mtrs [the carpet area of the said unit is admeasuring 594.27 Sq.ft. i.e. 55.23 Sq.mtrs]</p>				
<p>d) Location like name of place, village , city, registration sub-district etc.</p>		<p>Talegaon Station Tal Maval Dist Pune</p>		
<p>Boundries- The boundaries of the property flat are not mentioned in agreement to sale</p>				
<p>4 Particulars of the documents scrutinized serially and chronologically. a) Nature of the document 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 by examined.</p>				
Sr.N o	Date	Name and Nature of documents	Original/certified copy/certified extract/photocop y etc	In case of copies whether original was scrutinized by the advocate
<p>It is to be noted that I have already submitted the list of documents which I have verified in connection with my previous reports dated 3/4/2012 for Housing loan. Thereafter I have submitted Supplementary further report for TOP UP Facility loan in the year 21/11/2013. Therefore I have not submitted the list of documents scrutinized. 1) Occupancy certificate dated 2/6/2013 vide no Nani/Bpropra/2460/013</p>				
<p>6. a) Whether the records of registrar office or revenue authorities relevant to the property in question are</p>			<p>Yes all title are verified and cross checked on computer records.</p>	

available for verification through any online portal or Computer system.	
b) If such online/computer record are available whether any verification or cross checking are made and the comments finding in this regard	No cross entry is available
c) Whether the genuineness of the stamp paper is possible to be got verified from on line portal and if so whether such verification was made	Yes. All documents are genuine verified and crossed checked on computer records.
7. a) Property offered as security falls within the jurisdiction of which sub registrar office ?	Yes
b) Whether it is possible to have registration of document in respect of the property in question at more than one office of sub Registrar/District Registrar/registrar general. If so, please name of such office	Sub Registrar MAVAL Yes
c) Whether searches has been made at all offices name at [b] above	Yes
d) Whether the searches in the office of registering authorities or any other records reveal registration of multiple title documents in respect of the properties in question?	No
8. Chain of title tracing the title from the oldest title deed to the latest title	As stated in flow of title

<p>deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And whether Minors interest or other clog on title is involved, search should be made for a further period, depending on the need for clearances of such clog on the Title.</p> <p>In case of the property offered as security for loans of Rs, 1,00 Crore and above search of title/encumbrances for a period of not less than 30years is mandatory [separate sheets may be used]</p>	
9. Nature of title of the indeed Mortgagor over the property [whether full ownership rights, leasehold rights, occupancy/possessory right or Inam Holder or Govt. Grantee/Allottee etc]	Yes
10. If lease hold, whether	No
a. Lease Deed 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 permitted sub leasing and mortgage by Sub Lessee also.	not applicable
e. Whether the leasehold rights	not applicable

permit the creation of any superstructure [if applicable]	
f. Right to get renewal of lease hold right and nature thereof.	not applicable
11. If Govt. Grant/allotment/lease-cum sale Agreement, whether, grant/agreement etc provide alienable rights to the mortgagor with or without condition	No
The mortgagor competent to create charge on such property	Not applicable
whether permission from Govt or any other authority is required for creation s mortgage and if so whether such valid permission is available	Not applicable
12 If occupancy right, whether	
a) Such right is heritable and transferrable	Yes
b) Mortgage can be created	Yes.
13. Nature of minors 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 reason for coming to such conclusion.	No
14. If property has been transferred by way of Gift/Settlement Deed, whether:	No
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 is executing the gift/Settlement deed in question.	Not applicable
f) Whether 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 need for any other person to join the creation of mortgage.	Not applicable
h) Any other aspect affecting the validity of the passed through the gift/settlement deed	Not applicable
15.a) In a 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	No
b. Whether the mutation has been effected and whether the mortgagor	Not applicable

is in possession and enjoyment of his share	
c. Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not applicable
d. In respect of the partition by a decree of Court, whether such decree become final and all other conditions/formalities are competed/complied with.	Not applicable
e) Whether any documents in questions are executed in counterparts or in more than one set? If so additional precaution to be taken for avoiding multiple mortgage?	Not applicable
16. Whether the title documents include and testamentary documents/wills?	No.
a) In case of Wills, whether the will is registered will or un registered will?	No
b) Whether will in the matter needs a mandatory probate and if so whether the same is probate and by a Court?	No
c) whether property is mutated on the basis of will	No.
d) Whether original will is available?	No
e) whether original death certificate of the testator is available?	Not applicable.
f) What are the circumstances and/or documents to establish the will in	Not applicable.

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 ?	
17. a)Whether property is subject to any wakf rights?	Not applicable
b)Whether property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such property?	Not applicable
c)Precaution/permission, if any in respect of the above cases for creation of mortgage?	Not applicable
18.a) Whether the property is a HUF/Joint family property, mortgage is created for family benefits / legal necessity, whether the major coparceners have no objection/joint in execution, minor's share if any , right 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?	No

b)Whether the trust is private or public trust and whether trust deed specifically authorizes the mortgagors of the property	Not applicable
c)If so additional precautions/permission to be obtained for creations of valid mortgage?	Not applicable
d)Requirements ,if any for creations of mortgage as per the Central/State laws applicable to the trust in the matter.	Not applicable
20.a) If the property is agriculture land whether the local laws permit mortgage of agricultural land and whether there is any restriction for creation/enforcement for mortgage	Not applicable
b)In case agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity the title and right to enforce the mortgage?	Not applicable
c)In case of conversion of agricultural land for commercial purpose or otherwise whether requisite procedure followed/Permission obtained?	Non Agricultural use vide order no PMA/NA/SR/480/11 Pune 1 dated 25/1/2012.
21)Whether the property is affected by any local or regulation having a bearing on the creations security [viz. Agricultural laws, regulations, costal zones	The property is not affected by any local or regulation having on the creations security of any type.

regulations, Environmental clearance etc]	
22.a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
b) Whether any search/enquiry is made with land acquisition offices and outcome of search /enquiry	No
23. a) Whether property is involved in or subject matter of any litigation which is pending or concluded?	No
b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
c) Whether the title document 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 thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws	Not applicable
c) Whether the person (s) creating	Not applicable

mortgage has/have authority to create a mortgage for and on behalf of the firm	
25) Whether the property belongs to a Limited company, check the borrowing powers, board resolution, authorization to create mortgage/execution of documents registration any prior charges with the ROC Articles of Association [AOA]provisions for common seals etc.	Not applicable
26) In case of societies , association the required authority /power to borrower and whether the mortgage can be created the requisite bye laws	No
27a)Whether any POA is involved in the chain of title	Yes.
b)Whether the POA involved is one coupled with interest i.e. Development Agreement-cum-power of attorney. If so please clarify whether the same is registered document and hence if has created an interest in favour of the builder/developer and as such is irrevocable as per law.	on 17/6/2010 Mr. Rajendra Balasaheb Shelke executed Deed of Development Agreement and power of attorney with respect to the said property i.e. SCHEDULE I in favour of M/S. SHREE SWAMI SAMARTH REALTORS ND INFRASTRUCTURE through its Prop. Mr. Milind Bhagwat Pokharkar as Developer and power of Attorney holder. Both the said deeds are registered in the office of S.R. Lonavala at Sr.No. 2602/2010 & 2603/2010

	<p>respectively.</p> <p>on 18/8/2011 said Mr. Narayan Ladbhau Khandge has assigned all his rights and title interest of development in favour of M/S. SHREE SWAMI SAMARTH REALTORS AND INFRASTRUCTURE through its Prop. Mr. Milind Bhagwat Pokharkar as Developer and power of Attorney holder by executing Development Agreement and Power of Attorney. Both the said deeds are registered in the office of S.R. MAVAL at Sr.No. 5240/2011 & 5241/2011 respectively.</p>
<p>c)In case of title of document is executed by the POA holder please clarify whether the POA involved is 1) 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, Agreement of sale deeds, etc in favour of buyers of flats/unit [builder's POA] or other type of POA [common POA]</p>	<p>Yes</p>
<p>d)In case builders POA, whether a certified copy of POA is available and the same has been verified/compared</p>	<p>yes</p>

with original POA	
e) In case of common POA [i.e. POA other than builders POA] please clarify the following clauses in respect of POA	Not applicable.
i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	Yes.
ii) Whether the POA is a registered one?	The landlords had executed the development agreement and the power of attorney to develop the said plots, and to construct the building thereon as stated in the flow of title.
iii) Whether the POA is a special or general one?	
iv) Whether POA contains a specific authority for execution of title documents in question?	
f) Whether 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 Builder has handed over possession of flat to the purchasers after receiving entire amount of consideration and therefore not applicable.
g) Please comment on the genuineness of POA?	The power of attorney is genuine.
h) The unequivocal opinion on the enforceability and validity of the POA?	The power of attorney is genuine and valid one.
28) Whether mortgage is being created by POA holder, check genuineness of POA and the extent of Powers given therein and whether the same property executed/stamped/authenticated in terms of the law of the place, where it	Not applicable

is executed	
29) If the property is the flat/apartment or residential/commercial complex check and comment on the following :	Residential flat
a) Promoter's land owners title to the land building	As stated in flow of title
(b) Development agreement/ power of attorney	As stated in the flow of the title.
(c) Extent of authority of the developer/builder.	As stated in flow of title
(d) Independent title verification of the land and or building in question ?	Yes.
(e) Agreement for sale (duly registered)	23/2/2012 vide no. 938/2012 S R MAVAL 2
(f) Payment of proper stamp duty	Yes
g) Requirement of Registration of sale agreement, development agreement POA etc	An agreement to sale in favour of applicants is lawfully executed.
h) Approval of building plan, permission of appropriate local authority etc	The building plan is approved by Talegaon-Dabhade Municipal Council and accordingly the commencement certificate is given as stated in the flow of title.
i) Conveyance in favour of society / condominium concerned.	Possession letter is issued.
j) Occupancy certificate/ allotment letter/ Letter of possession.	TalegaonDabhade Municipal Council granted occupancy certificate vide no. Nani/Bpp/2460/013 dated

	7/6/2013.
(k) membership details in the society etc	No
(l) Share Certificate	No
(m) No objection certificate of the society.	No
(n) All legal requirements under the local/ Municipal laws regarding ownership of flats/ apartments/ buildings regulations, development control regulations, Co-operative Societies Law etc	Yes
o) Requirements, for nothing the Bank charges on the records of the Housing society, if any	No
p)if the property is vacant land and construction is yet to be made, approval of ,lay out and other precautions, if any	No
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 Governments, Central, or State or Other local authorities or Third party claims, Liens etc and details thereof. If yes, give the details thereof	Housing loan in the year 2012 and Top Up Facility availed in the year 2013. Hence charge on the said property since 2012 and then since 2013.
31) The period covered under the Encumbrances Certificate and the	2013 to 2016 [Five years further search]

name of the person and if so , satisfaction of charge , if any	
32)Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy.	And as per submission of client, there are no dues with respect to municipal taxes.
33)a) Urban Land ceiling clearance, whether required and if so details thereon	Not applicable
b) Whether no objection certificate under the Income Tax Act is required/obtained	No
34) Details of RTC extract/ Mutation extracts/ Kati extracts pertaining to the property in question ?	Not applicable.
35)Whether the name of mortgagor is reflected as owner in the revenue/Municipal village records?	Property tax receipt reflects the name of applicants/borrowers
36)a)Whether the property offered as security is clearly demarcated?	Yes
b)Whether the demarcation/partition of the property is legally valid?	Yes
c)Whether the property has clear access as per documents?	Yes
37)Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any Revealed on such scrutiny?	
a)Document in relation to electricity connection	Electricity connection is in the name of Mr. Naresh Patil

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Talagon Dabnada

Shriram
Adv. Shriram Gopal Kuber
Talagon Dabnada

b)Documents in relation to water connection	Yes.
c)Document in relation to sales tax registration if any applicable	No
d)other utility bills if any	Available with the client.
38)In respect of the boundaries of the property, whether there is difference/discrepancy in any of the title documents or any other document [such as valuation report, utility bills etc] or the elaborate/comment on the same	There is no difference/discrepancy in any of the title deeds or any other documents.
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 sanctioned plan is available. I have not found any difference/discrepancy with respect to boundaries of said flat.
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	Yes

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enforce SARFESI Act, if required against the property offered as security?	
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	All documents are available and in custody of Bank
43) Whether the governing law/constitutional documents of the mortgagor [other than natural person] permits creation of mortgage and additional precautions, if any to be taken in such cases.	As stated in certificate of title
44) Additional aspect 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.	No
46) The specific persons who are required to create mortgage deposit documents creating mortgage.	MR. NARESH DHARMAJI PATIL MRS. BHAVANA NARESH PATIL

PLACE: Talegaon Dabhade
Date: 20/9/2016

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S.G.KUBER 20/9/2016.

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ANNEXURE

Flow of title tracing out the title, of the intended mortgagor and his/its predecessors in interest from the mother Deed of the Latest Title Deed. And whether Minors interest or other clog on title is involved, search should be made for a further period, depending on the need for clearances of such clog on the Title.

FLOW OF TITLE OF PROPERTY SCHEDULE I

It is revealed from the record that, property described in SCHEDULE I herein above was owned and possessed by Mr. Balasaheb Baurao Shelke. His name was entered in the property card and in the record of rights.

It is further revealed from the record that, on 6/2/2006 said Mr. Balasaheb Shelke expired by leaving behind his legal heirs 1) Smt. Gangubai Balasaheb Shelke [wife], 2) Mr. Rajendra Balasaheb Shelke [son] 3) Mrs. Sunanda Ashok Shinde 4) Mrs. Manda Rajendra Kale 5) Mrs. Kunda Sudhakar Kale [daughters]. The name of the said legal heirs were recorded in the Property card with respect to SCHEDULE OF PROPERTY I. Thus by virtue of the said record of names they became absolute owners of the said property.

It is further revealed from the record that, 1) Smt. Gangubai Balasaheb Shelke, 2) Mrs. Sunanda Ashok Shinde 3) Mrs. Manda Rajendra Kale 4) Mrs. Kunda Sudhakar Kale as owners executed Release Deed with respect to their share of property out of Schedule I and release their rights and title interest in favour of Mr. Rajendra Balasaheb Shelke. The said release deed is registered in the office of S.R. Maval at Sr.No. 3011 & 3017 of 2010 dated 3/5/2010.

It is further revealed from the record that, on 3/5/2010 the legal heirs of late Mr. Rambhau Shelke (who was brother of late Mr. Balasaheb Baburao Shelke) Smt. Rukmini Rambhau Shelke [wife] Mr. Sanjay Rambhau Shelke [son] Mrs. Manju Kishor Ghotkule, Mrs. Leena Anil Kurghude[daughters] and out of the said legal heirs Smt. Rukmini Rambhau Shelke ,Mrs. Manju Kishor Ghotkule, Mrs. Leena

Anil Kurghude had executed Deed of Release of all their rights and title interest the said property in favour of MR. SANJAY RAMBHAU SHELKE. The said Release Deed is duly registered in the office of S.R. Maval at Sr.No. 3012/2010.

It is further revealed from the record that, on 17/6/2010 Mr. Rajendra Balasaheb Shelke executed Deed of Development Agreement and power of attorney with respect to the said property i.e. SCHEDULE I in favour of M/S. SHREE SWAMI SAMARTH REALTORS ND INFRASTRUCTURE through its Prop. Mr. Milind Bhagwat Pokharkar as Developer and power of Attorney holder. Both the said deeds are registered in the office of S.R. Lonavala at Sr.No. 2602/2010 & 2603/2010 respectively.

On 25/6/2010 Mr. Sanjay Rambhau Shelke for himself and on behalf of his entire family relinquish their right and title interest of the said property and given consent to the transaction of the said property with respect to the document of Deed of Development Agreement and Power of Attorney executed by Mr. Rajendra Balasaheb Shelke. The said **deed of confirmation** is registered in the office of S.R. Maval at Sr.No. 4049/2010 dated 25/6/2010.

On 9/7/2010 Mr. Rajendra Balasaheb Shelke as owner of the said property executed Deed of Declaration/Confirmation with respect to the said property which is registered in the office of S.R. Maval at Sr.No. 4292/2010.

FLOW OF TITLE OF PROPERTY SCHEDULE II

Originally property mentioned in SCHEDULE II herein above is owned and possessed by MR. NARAYAN LADBHAU KHANDAGE and record of rights and Property card is in his name. And he has got absolute right in the said property and title interest in the said property.

It is further revealed from the record that, on 18/8/2011 said Mr. Narayan Ladbhau Khandge has assigned all his rights and title interest of development in favour of M/S. SHREE SWAMI SAMARTH REALTORS AND INFRASTRUCTURE through its Prop. Mr. Milind Bhagwat Pokharkar as Developer and power of

Attorney holder by executing Development Agreement and Power of Attorney. Both the said deeds are registered in the office of S.R. MAVAL at Sr.No. 5240/2011 & 5241/2011 respectively.

Thus by virtue of the above referred Development Agreements and Power of Attorney /S. SHREE SWAMI SAMARTH REALTORS ND INFRASTRUCTURE through its Prop. Mr. Milind Bhagwat Pokharkar has got right to develop the said property and have got right to sell the tenements to the intending purchasers.

M/S. SHREE SWAMI SAMARTH REALTORS ND INFRASTRUCTURE through its Prop. Mr. Milind Bhagwat Pokharkar has decided to develop the said property by constructing building on it and therefore submitted building plan in the office of Talegaon Dabhade Municipal Council and obtained Commencement certificate vide no Nani/Bap/Kavi/9/3891/011 dated 3/9/2011.

It is further revealed from the record that, the Collector of Pune granted permission to use the land mentioned in Schedule I & Schedule II herein above for Non Agricultural use vide order no PMA/NA/SR/480/11 Pune 1 dated 25/1/2012.

Thus on the basis of the said Commencement certificate and N.A. order said firm started construction of building on it under the name and style OZONE GREEN.

On 23/2/2012 M/S. SHREE SWAMI SAMARTH REALTORS AND INFRASTRUCTURE through its Prop. Mr. Milind Bhagwat Pokharkar for himself as Developer/Builder and power of attorney holder of Mr. Rajendra Balasaheb Shelke and Mr., Narayan Ladbhau Khandge as owner/Vendor executed an Agreement to Sale with respect to **Flat bearing no N-205 at the SECOND FLOOR** from the Wing No "B" being constructed at the land more particularly described in Schedule I & II, herein above in favour of **MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL as purchasers, which is registered in the office of S.R. Maval - 2 i.e. office at Talegaon Dabhade, at Sr.No. 938/2012.**

It is revealed from the record that, on the basis of Agreement to sale MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL have availed Housing loan from Our Bank and mortgaged the said property as security for their loan.

It is further revealed from the record that, after the receipt of entire amount of consideration the builder has handed over peaceful and vacant possession of said flat to applicants/borrowers and thus MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL are became owners of said flat and they have got every right and title interest in the said property and their title with respect to said property is clear legal and marketable SUBJECT TO CHARGE CREATED BY OUR BANK.

It is further revealed from the record that after completion of the said building Talegaon Dabhade Municipal Council granted Occupancy certificate vide no. Nani/Bpropra/2460/013 dated 7/6/2013.

It is transpired from the record that TOP FACILITY has been availed in the year 2013 by applicants/borrowers by giving the said property as security for their loan. The said loan is still outstanding. Now again applicants/borrowers are raising loan under TOP UP FACILITY by giving the said property as security for their loan. The said property can be accepted as security for their loan.

I have taken further search for last 5 yrs at the Sub Registrar Office at Maval-2 i.e. office at Talegaon Dabhade. The Registration Department of Pune has started registration of documents in three places for MAVAL Taluka. All the offices are connected with each other through LAN. I have taken search from available record of the Sub Registrar Office.

I am submitting this Title Report on the basis of available Record and documents produced before me for verification. The search fees paid

for the search of 5 years, by way of E PAYMENT and obtained E CHALLAN.

Place : Talegaon Dabhade

Date: ²⁰16/9/2016.

S.G. Kuber
20/9/2016

S.G.KUBER

Adv. Sh. *S.G. Kuber* ADVOCATE
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CERTIFICATE OF TITLE -

The Borrower/s : **MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL**

I have examined the **copy of Agreement to sale i.e. Title Deed [original title deed is in custody of SBI Thal Alibag]** intended to be deposited relating to the schedule of the property and offered as a security by way of registered/ equitable /English mortgage and the documents of the title referred to in the opinion are valid of evidence of right, title and interest, and that if the said creation of registered/ equitable mortgage and I further certify that -----

1) I have examined the copies of documents in details and other relevant factors.

1A) I confirmed that I have made a search in the Land/Revenue Records. **SUBJECT TO CHARGE CREATED BY SBI THAL ALIBAG**, 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 my part or by my agent in making search.

1 B) Following scrutiny of Land Records/ Revenue Records, and relative copies of Title deeds. I hereby certify that the genuineness of the Original documents of the Title Deeds, Suspicious/ Doubts if any ha been clarified by making necessary enquiries.

2 A - **SUBJECT TO CHARGE CREATED BY SBI Thal Alibag**, there are no prior Mortgage/ Charges/Encumbrances of whatsoever, as could be seen from the

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encumbrance certificate for the period from the **2013 to 2016** pertaining to the immovable properties covered by the said of the Title Deeds.

2B- The 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 in applicable) – **No.**

3. Minor's interest in the property is to the extent of : **Not applicable**

4. Equitable Mortgage if crated, will be available to the Bank for the liability of the intending borrowers **MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL.**

5. **I Certify that after receiving entire amount of consideration by the builder the Builder has handed over peaceful and vacant possession of said flat to MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL and thus they became owners of said property and their title with respect to said flat is clear legal and marketable SUBJECT TO CHARGE CREATED BY SBI THAL Alibag[Housing + Top Up Facility in the year 2012 & 2013].**

6) I Further certify that the above **copy of Title Deed i.e. Agreement to Sale** is genuine and a valid mortgage can be created of original title deeds and the said mortgage would be enforceable. In case of creation of mortgage by deposit of title deeds which are in custody of SBI THAL Alibag , we certify that, the **Deposit of original title deeds** of which have been examined would create a valid and enforceable mortgage

- a) Original copy of Agreement to sale dated 23/2/2012 vide no. 938/2012 [original is in custody of SBI THAL, Alibag.,Raigad.
- b) Possession Receipt issued by builder
- c) Occupancy certificate issued by TDMC
- d) the documents which are in custody of our bank be kept as it is.
- e) Paid Bill of MSEDCL Latest.

f) Property tax paid receipt issued by TDMC

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

SCHEDULE OF PROPERTY

SCHEDULE A

All that piece and parcel of land bearing **CTS NO 2972** area admeasuring 273 Sq.mtrs, **CTS NO 2973** area admeasuring 273 Sq.mtrs, **CTS NO 2974** area admeasuring 273 Sq.mtrs, **CTS NO 2975** area admeasuring 273 Sq.mtrs, **CTS NO 2976** area admeasuring 1709.5 Sq.mtrs, and **CTS NO 2967** area admeasuring 455 Sq.mtrs totally admeasuring 1864.20 Sq.mtrs situated at Talegaon Dabhade, Taluka Maval, Dist Pune within the limits of Talegaon Dabhade Municipal Council Tal Maval, Dist Pune and bounded as under:

On or towards East: Property belongs to Mr. Kate and Mr. Ghule

On or towards South: s no 698

On or towards West: CTS 2891/27, road 2891/28

On or towards North: CTS NO 2977 2978 2964

SCHEDULE OF PROPERTY B

All that piece and parcel of land bearing **CTS NO 2913** area admeasuring 1784.70 Sq.mtrs, **CTS NO 2914** area admeasuring 164 Sq.mtrs totally admeasuring 1948.70 Sq.mtrs situated at Talegaon Dabhade, Taluka Maval, Dist Pune within the limits of Talegaon Dabhade Municipal Council Tal Maval, Dist Pune and bounded as under:

On or towards East: CTS No 2988 & 2989

On or towards South: CTS no 2812, 2882, 2911

On or towards West: CTS 2976

On or towards North: CTS NO 2971

SCHEDULE OF FLAT

All that piece and parcel of property having flat no B-205, situated on the Second Floor in the Wing B building named as OZONE GREEN flat having saleable admeasuring area of 849 Sq.ft. equivalent to 78.90 Sq.mtrs [the carpet area of the said unit is admeasuring 594.27 Sq.ft. i.e. 55.23 Sq.mtrs] constructed on the land more particularly described in Schedule A & Schedule B.

Place : Talegaon-Dabhade.

Dated : ~~16/9/2016~~

20/9/2016

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Talegaon Dabhade

Sguber
20/9/2016.

SHRIRAM GOPAL KUBER

(ADVOCATE)

Adv. Shriram Gopal Kuber
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Talegaon Dabhade

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इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. रुजवात फी.
३. फाईल करण्याची फी.
अनुच्छेद अकरा अन्वये.
अनुच्छेद वीस अन्वये.
४. मुखत्यारनामा अनुप्रमाणन.
५. गृहभेट फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटांचा निक्षेप.
८. मोहोरबंद पाकिटे उघडणे.
९. मोहोरबंद पाकिटे परत मागे घेणे.
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्युन आकारित फीची वसुली.
१३. जड संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.
१४. विलेखं इ. च्या. नकला पाठविण्याचा टपाल खर्च.
१५. प्रवास खर्च.
१६. भत्ता.

दुय्यम निबंधक

दस्तऐवज परत केला.



Adv. Shriram Gopal Kuber

B.S.L., LL.B.

13, Success Chambers, Samson Nagar, Near Sevadham Hospital,
Talegaon Dabhade (Station), Tal. Maval, Dist. Pune 410 507. **Mobile : 9822315410**

Ref. No.

Date :

31/4/2012

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1. Name of the Branch seeking opinion	State bank of India TALEGAON DABHADE
2. Reference & Date of the letter under the cover of which the documents tendered for security are forwarded	24/3/2012
3. Name of the Unit/ concern/ person offering the property (ies) as security.	1) MR. NARESH DHARMAJI PATIL 2) MRS. BHAVANA NARESH PATIL Both R/at. A-101 Shivsagar Co-op. Housing Soc. By pass road, Chendare, Alibag, Dst Raigad.
4. Constitution of the Unit/ concern/ persons/ body/ authority offering the property for creation of charge.	Jointly
5. State as to under what capacity is security offered (Whether as joint applicant or borrower or as guarantor etc)	Jointly
6 (a) Particulars of the documents scrutinized serially and chronologically. 1) Copy of city survey extract CTS no 2972 to 2976, 2967, 2913 & 2914. 2) Original copy of release deed dated 30/4/2010 & 3/5/2010 Sr.No. 3011/2010 & 3017/2010 3) Original copy of Development Agreement and Power of Attorney dated 17/6/2010 S.R. NO. 2602/2010 & 2603/2010 respectively. 4) Original copy of Development Agreement and Power of Attorney dated 18/8/2011 S.R. NO. 5240/2011 & 5241/2011 respectively. 5) Copy of NA order issued by Collector of Pune vide no PMA/NA/SR/480/11 dated 25/1/2012. 6) Commencement certificate vide no Nani/Bap/Kavi/9/3891/11 dated 3/9/2011. 7) Original copy of an agreement to sale executed On 23/2/2012 Mr. Rajendra Baburao Shelke and Mr. Narayan Ladbhau Khandge AS owner of the said property through their power of attorney holder M/S. SHREE SWAMI	

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SMARTH REALTORS AND INFRASTRUCTURES a partnership firm through its partner MR. MILIND BHAGVAT POKHARKAR as Developer with respect to FLAT NO. B-205 , situated on the SECOND FLOOR, in the WING "B" building named as " OZONE GREEN" flat having saleable admeasuring area of 849 sq.ft, equivalent to 78.90 Sq.mtrs (the carpet area of the said unit is admeasuring 594.27Sq.ft. i.e. 55.23 Sq.mtrs) in favour of MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL as purchasers. The said agreement to sale is registered in the office of S.R. Maval-2 i.e. office at Talegaon Dabhade at Sr.No. 938/2012.

8) Original copy of receipt of registration and copy of Index II

6 (b) Name 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 by examined.

I have seen all the documents in original form

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

SCHEDULE OF PROPERTY- I

All that piece and parcel of the land bearing CTS NO 2972 area admeasuring 27.3 Sq.mtrs, CTS NO 2973 area admeasuring 27.3 Sq.mtrs, CTS NO 2974 area admeasuring 27.3 Sq.mtrs, CTS NO 2975 area admeasuring 27.3 Sq.mtrs, CTS NO 2976 area admeasuring 1709.5 Sq.mtrs CTS NO 2967 area admeasuring 45.5 Sq.mtrs totally admeasuring 1864.20 Sq.mtrs situated at Talegaon Dabhade Taluka Maval, Dist Pune and within the limits of Talegaon-Dabhade Municipal Council , Tal:Maval, Dist: Pune and bounded as Under

On or towards East : Property belongs to Mr. Kate & Mr. Ghule

On or towards South : S.No. 698

On or towards West : CTS 2891/27, road, 2891/28

On or towards North : CTS 2977, 2978, 2964

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SCHEDULE OF PROPERTY - II

All that piece and parcel of the land bearing CTS NO 2913 area admeasuring 1784.70 Sq.mtrs, CTS NO 2914 area admeasuring 164 Sq.mtrs totally admeasuring 1948.70 Sq.mtrs situated at Talegaon Dabhade Taluka Maval, Dist Pune and within the limits of Talegaon-Dabhade Municipal Council , Tal:Maval, Dist: Pune and bounded as Under

On or towards East : CTS 2988 & 2989

On or towards South : CTS 2812, 2882 & 2911

On or towards West : CTS 2976

On or towards North : CTS 2971

SCHEDULE OF FLAT :

All that piece and parcel of the property having FLAT NO. B-205 , situated on the SECOND FLOOR, in the WING "B" building named as " OZONE GREEN" flat having saleable admeasuring area of 849 sq.ft, equivalent to 78.90 Sq.mtrs (the carpet area of the said unit is admeasuring 594.27Sq.ft. i.e. 55.23 Sq.mtrs) constructed on the land more particularly described in Schedule I & Schedule II

Survey No.	No
Door No.	CTS 2972 to 2976 2967 2913 & 2914
Extent/ Area (including Plinth/built up area in case of house property.	All that piece and parcel of the property having FLAT NO. B-205 , situated on the SECOND FLOOR, in the WING "B" building named as " OZONE GREEN" flat having saleable admeasuring area of 849 sq.ft, equivalent to 78.90 Sq.mtrs (the carpet area of the said unit is admeasuring 594.27Sq.ft. i.e. 55.23 Sq.mtrs) constructed on the land more particularly described in Schedule I & Schedule II
Location like name of place, village , city, registration sub-	MHALASKARWADI, within the limits of Talegaon-Dabhade

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district etc.	Municipal Council , Tal:Maval, Dist: Pune
Boundries-	Boundries of flat are not mentioned in the agreement to sale.

B. FLOW OF TITLE tracing out the title of the intended mortgagors and his/its predecessors in interest from the Mother Deed to the Latest Title deed. And whether minors interest or other clog on title is involved for a further period depending on the need for clearance of such clog on the title

FLOW OF TITLE OF LAND CTS NO 2972 TO 2976 & 2967:

The land bearing CTS NO 2972 area admeasuring 27.3 Sq.mtrs, CTS NO 2973 area admeasuring 27.3 Sq.mtrs, CTS NO 2974 area admeasuring 27.3 Sq.mtrs, CTS NO 2975 area admeasuring 27.3 Sq.mtrs, CTS NO 2976 area admeasuring 1709.5 Sq.mtrs CTS NO 2967 area admeasuring 45.5 Sq.mtrs originally belongs to Mr. Balasaheb Baburao Shelke.

Mr. Balasaheb Baburao Shelke expired on 6/2/2006 by leaving behind his legal heirs 1) Smt. Gangubai Balasaheb Shelke,(wife), Mr. Rajendra Balasaheb Shelke (son), 3) Mrs. Sunanda Ashok Shinde , 4) Mrs. Manda Rajendra Kale, 5) Mrs. Kunda Sudhakar Karle (daughters) and their names are entered in the city survey record as legal heirs.

It is further revealed from the record that, On 30/4/2010 & 3/5/2010 Smt. Gangubai Balasaheb Shelke, Mrs. Sunanda Ashok Shinde , Mrs. Manda Rajendra Kale, Mrs. Kunda Sudhakar Karle executed RELEASE DEED with respect to property mentioned above in favour of MR. RAJENDRA BALASAHEB SHELKE. Which are registered in the office of S.R. Maval at Sr.No. 3011/2010 & 3017/2010 respectively. The entry with respect to release of right with respect to the said property is also taken in city survey record.

Thus by virtue of the said release deed Mr. Rajendra Balasaheb Shelke became absolute owner of the said property and he has got every right and interest in the said property.

It is further revealed from the record that, on 17/6/2010 Mr. Rajendra Balasaheb Shelke as owner executed Development

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Agreement and power of attorney with respect to the said property in favour of M/S. SHREE SWAMI SMARTH REALTORS AND INFRASTRUCTURES a partnership firm having its office at Shah Colony Talegaon Dabhade through its partner MR. MILIND BHAGVAT POKHARKAR as developer/power of attorney holder. The said Development agreement and power of attorney are registered in the office of S.R. Maval at Sr.No. 2602/2010 and 2603/2010 respectively.

Thus by virtue of the said Development agreement and power of attorney M/S. SHREE SWAMI SMARTH REALTORS AND INFRASTRUCTURES a partnership firm through its partner MR. MILIND BHAGVAT POKHARKAR as developer/power of attorney holder have got every right and interest in the said property and to developed the said property by constructing building on it and to sell the tenements to the intending purchasers.

FLOW OF TITLE OF LAND CTS NO 2913 & 2914:

All that piece and parcel of the land bearing CTS NO 2913 area admeasuring 1784.70 Sq.mtrs. CTS NO 2914 area admeasuring 164 Sq.mtrs totally admeasuring 1948.70 Sq.mtrs situated at Talegaon Dabhade Taluka Maval, Dist Pune and within the limits of Talegaon-Dabhade Municipal Council , Tal:Maval, Dist: Pune is originally owned and possessed by MR. NARAYAN LADBHAU KHANDGE. AND he is enjoying the said property as owner since long.

On 18/8/2011 Mr. Narayan Ladbhau Khandge as owner executed Development agreement and power of attorney with respect to the said property with consent of 1) Mr. Vilas Narayan Khandge, 2) Mr. Rahul Vilas Khandge 3) Mr. Ashish @ Banti Vilas Khandge 4) Mr. Pravin Narayan Khandge 5) Mr. Gaurav Pravin Khandge 6) Mr. Sagar Pravin Khandge 7) Mr. Vijay Narayan Khandge since decease through his legal heirs a) Mr. Abhijit Vijay Khandge 8) Mr. Sharad Narayan Khandge since decease through his legal heirs a) Mr. Mahesh Sharad Khandge 9) Mr. Ganesh Narayan Khandge 10) Master Rajat Ganesh Khandge as minor through his guardian father Mr. Ganesh Narayan Khandge as consenting Party in favour of M/S. SHREE SWAMI SMARTH REALTORS AND INFRASTRUCTURES a partnership firm having its office at Shah Colony Talegaon Dabhade through its partner MR. MILIND BHAGVAT POKHARKAR as developer/power of attorney holder. The said Development agreement and power of attorney are registered in the office of S.R. Maval at Sr.No. 5240/2011 and 5241/2011 respectively.

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Thus by virtue of the said Development agreement and power of attorney M/S. SHREE SWAMI SMARTH REALTORS AND INFRASTRUCTURES a partnership firm through its partner MR. MILIND BHAGVAT POKHARKAR as developer/power of attorney holder have got every right and interest in the said property and to developed the said property by constructing building on it and to sell the tenements to the intending purchasers.

Thus on the basis of the above referred Development agreements and power of attorney executed by the respective owners of the land in favour of M/S. SHREE SWAMI SMARTH REALTORS AND INFRASTRUCTURES a partnership firm through its partner MR. MILIND BHAGVAT POKHARKAR as developer/power of attorney holder have got every right and interest to developed the above referred property by constructing building on it and therefore submitted building plan in the office of Talegaon Dabhade Municipal council and obtained Commencement certificate vide no Nani/Bap/Kavi/9/3891/II dated 3/9/2011.

It is further revealed from the record that, Mr. Rajendra Baburao Shelke and Mr. Narayan Ladbhau Khandge through their power of attorney holder filed an application before the Collector, Pune for permission to convert the said land in to Non agricultural for residential purpose. And whereas after perusing the reports from Asstt. Director Town Planning Pune, and others and passed an order on 25/1/2012. The Collector of Pune issued N.A. order vide no PMA/NA/SR/480/II dated 25/1/2012.

Thus on the basis of N.A order and Commencement certificate M/S. SHREE SWAMI SMARTH REALTORS AND INFRASTRUCTURES a partnership firm through its partner MR. MILIND BHAGVAT POKHARKAR started construction of building on the land mentioned in the schedule of property under the name and style OZONE GREEN.

On 23/2/2012 Mr. Rajendra Baburao Shelke and Mr. Narayan Ladbhau Khandge AS owner of the said property through their power of attorney holder M/S. SHREE SWAMI SMARTH REALTORS AND INFRASTRUCTURES a partnership firm through its partner MR. MILIND BHAGVAT POKHARKAR as Developer executed an agreement to sale with respect to **FLAT NO. B-205** , situated on the **SECOND FLOOR**, in the **WING "B"** building named as "**OZONE GREEN**" flat having saleable

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admeasuring area of 849 sq.ft, equivalent to 78.90 Sq.mtrs (the carpet area of the said unit is admeasuring 594.27Sq.ft. i.e. 55.23 Sq.mtrs) MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL as purchasers. The said agreement to sale is registered in the office of S.R. Maval-2 i.e. office at Talegaon Dabhade at Sr.No. 938/2012.

Now on the basis of an Agreement to sale MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL are raising housing loan for purchase the said flat by giving the said flat as security for his loan. The title of the said flat is clear, legal and marketable and the said flat can be accepted as security for the loan.

In my opinion present applicant MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL will became the owner of the said flat and will get clear and marketable title to the said flat on :

Paying full amount to the builder in respect of the said flat.

Getting possession of the said flat from the builder.

Builder and Land owners executing Deed of conveyance in favour of the society formed by the flat holders

Becoming member of the said society / Apartment- Association.

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 borrowers/mortgagors are giving the said property on the basis of an agreement to sale which is executed in their favour by the said builder as stated above. .
10 (a) Encumbrances, Attachments, and or Claims Whether of Governments, Central, or State or Other local authorities or Third party claims, Liens etc and details thereof. If yes, give the details thereof	No encumbrances of whatsoever in nature on the said property.
10 (b) The period covered under the Encumbrances Certificate and the name of the person and if so , satisfaction of charge , if any	30 years.
II. Details regarding property tax or land revenue or	

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other statutory dues paid/ payable as on date and if not paid, what remedy.	There are no dues of property tax or land revenue payable
12. Details of RTC extract/ Mutation extracts/ Kati extracts pertaining to the property in question ?	Not applicable.
13. Any bar/ Restriction for creation of mortgage under any local or special enactment. details of the property registration documents . payment of proper stamp duty etc	There is no bar/ restriction for creation of mortgage under any local or special enactment.
14. In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc. as also any precaution to be taken by the bank in this regard.	Not applicable
15. The specific persons who are required to create mortgage/ to deposit documents created mortgage.	MR. NARESH DHARMAJI PATIL MRS. BHAVANA NARESH PATIL

Date: 3 /4/2012.

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ADVOCATE

ANNEXURE - C.

Checklist for the guidance of the Advocates, Verifying the title deeds to the property offered as security.

I. Nature of title (Ownership/ Leasehold/ Occupancy/ Govt/ Grant/allotment etc.

ON the basis of the above referred Development agreements and power of attorney executed by the respective owners of the land in favour of M/S. SHREE SWAMI SMARTH REALTORS AND INFRASTRUCTURES a partnership firm through its partner MR. MILIND BHAGVAT POKHARKAR as developer/power of attorney holder have got every right and interest to developed the

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above referred property by constructing building on it.

The title of the property holder i.e. owners is clear legal and marketable.

<p>2. If leasehold, Whether</p> <p>a) Lease deed is duly stamped and registered Lessee is permitted to mortgage the Leasehold right.</p> <p>c) Duration of the lease/ unexpired period of lease</p> <p>d) If a sub-lessee, check the lease deed in favour of lessee as to whether lease-deed permits sub- leasing and mortgage by Sub-Lessee also.</p>	<p>Not applicable. Not applicable. Not applicable. Not applicable.</p>
<p>3. If Govt.grant/allotment/lease cum/sale agreement, Whether</p> <p>a) Grant/ agreement etc provided for alienable rights to the mortgagors with or without conditions</p> <p>b) The Mortgagor is competent to create charge on the such property.</p>	<p>The mortgagors/borrowers competent to create the charge on the said property with the written permission of the builder to mortgage the said flat as a security for the loan.</p>
<p>4. If occupancy right whether,</p> <p>a) Such right is heritable and transferable</p> <p>b) Mortgage can be crated</p>	<p>Yes, mortgage can be created, with the written permission from the builder for the same.</p>
<p>5. a) Urban Land ceiling clearance, whether required and if so details thereon</p> <p>b) Whether no objection certificate under the Income Tax Act is required/obtained.</p>	<p>No objection certificate under the Income Tax Act is not required.</p>
<p>6. Nature of minors interest, if any and if so, whether creation of mortgage could be possible- the modalities/ procedures to be followed and the reasons for coming to</p>	<p>Not applicable.</p>

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such conclusion.	
7. If the property is agricultural land whether the local laws permits mortgage of agricultural land and whether there is any restriction for enforcing thereon.	Not applicable.
8. In the case of conversion of agricultural land for commercial purposes or otherwise whether requisite procedure followed /permission obtained.	As stated above.
9. Whether the property is affected by any local laws (Viz. Agricultural laws, weaker sections, minorities, land laws etc)	Not applicable.
10 (a) In case partition /settlement deeds, whether the original deed is available for deposit, if not the modality/ procedure to be followed to create a valid and enforceable mortgage.	Not applicable.
10 (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not applicable
11.(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not applicable.
11 (b) Whether the person (s) creating mortgage has/have authority to create a mortgage for and on behalf of the firm.	Not applicable
12 (a) Whether the property belongs to limited company, check the borrowing powers, BOD resolution, authorization to create mortgage/execution of documents, registration of any prior charges with the company registrar, articles of association, provision for common seal etc.	Not applicable.
12(b) In case of societies , association the required	

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authority /power to borrower and whether the mortgage can be created the requisite bye laws.	Not applicable.
13. Whether mortgage is being created by a POA holder, check guidelines of 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 , whether it is executed.	Not applicable
14. If the property is a flat/ apartment or residential commercial complex, check	The said property is flat for which the builder has executed an agreement to sale in favour MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL as stated above, which agreement is subject to the provisions of the Maharashtra Apartment Ownership Act.
14 (a) Promoters/ Land owners title to the land /building	ON the basis of the above referred Development agreements and power of attorney executed by the respective owners of the land in favour of M/S. SHREE SWAMI SMARTH REALTORS AND INFRASTRUCTURES a partnership firm through its partner MR. MILIND BHAGVAT POKHARKAR as developer/power of attorney holder have got every right and interest to developed the above referred property by constructing building on it.The title of the property holder i.e. owners is clear legal and marketable.
(b) Development agreement/ power of attorney	ON the basis of the above referred Development agreements and power of attorney executed by the respective owners of the land in favour of M/S. SHREE SWAMI SMARTH REALTORS AND INFRASTRUCTURES a

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	partnership firm through its partner MR. MILIND BHAGVAT POKHARKAR as developer/power of attorney holder have got every right and interest to developed the above referred property by constructing building on it..The title of the property holder i.e. owners is clear legal and marketable.
(c) Extent of authority of the developer/builder.	As stated above
(d) Independent title verification of the land and or building in question ?	As stated above.
e) Agreement for sale (duly registered)	On 23/2/2012 Mr. Rajendra Baburao Shelke and Mr. Narayan Ladbhau Khandge AS owner of the said property through their power of attorney holder M/S. SHREE SWAMI SMARTH REALTORS AND INFRASTRUCTURES a partnership firm through its partner MR. MILIND BHAGVAT POKHARKAR as Developer executed an agreement to sale with respect to FLAT NO. B-205 , situated on the SECOND FLOOR , in the WING "B" building named as " OZONE GREEN " flat having saleable admeasuring area of 849 sq.ft, equivalent to 78.90 Sq.mtrs (the carpet area of the said unit is admeasuring 594.27Sq.ft. i.e. 55.23 Sq.mtrs) MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL as purchasers. The said agreement to sale is registered in the office of S.R. Maval-2 i.e. office at Talegaon Dabhade at Sr.No. 938/2012.
(f) Payment of proper stamp duty	The stamp duty is properly paid.
(g) Conveyance in favour of society / condominium concerned.	The said agreement to sale is subject to the provisions of the Maharashtra Apartment Ownership Act.
(h) Occupancy certificate/ allotment letter/ Letter of possession.	The commencement certificate is issued by Talegaon-Dabhade Municipal Council for the said construction.
(l) Details in the society etc.	Not applicable.
(j) Share Certificate	Not applicable

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(k) No objection certificate of the society.	No objection of the society is not necessary. But the consent of the builder may kindly be obtained.
(L) All legal requirements under the local/ Municipal laws regarding ownership of flats/ apartments/ buildings regulations, development control regulations, Co-operative Societies Law etc	All the legal requirements have been completed.
15. Whether the property is joint family property /mortgage is created for family benefit/ legal necessity, whether the major co-parceners have no objection /join in execution, minors share if any, rights of female members etc.	NO.
16. Pending litigations, court attachments/ injunction/stay order/ acquisition by Govt/ Local authorities etc, that could be ascertained.	NO.

ANNEXURE - D

CERTIFICATE OF TITLE -

I have examined the original title deeds intended to be deposited relating to the schedule of the property and offered as a security by way of registered/ equitable /English mortgage and the documents of the title referred to in the opinion are valid of evidence of right, title and interest, and that if the said creation of registered/ equitable mortgage and I further certify that -----

I) I have examined the documents in details taking into account all the guidelines the checklist vide Annexure C and other relevant factors.

I A I confirmed having made a search in the land revenue records and with Sub registrar Maval No. 2, ie office at Talegaon-Dabhade, by paying search report charges vide application No.234/2012 vide Receipt No.039730 Dated 21/04/2012. I do not find anything adverse which would prevent the title holders from creating a valid mortgage.

I B-- Following scrutiny of land records/ revenue records, and relative title deeds, I hereby certify that the genuineness of

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the title deeds. Suspicious/ doubt if any ha been clarified by making necessary enquiries.

2 A - There is no other mortgage/ Charges, encumbrances of whatsoever nature, as could be seen from the encumbrance certificate for the period of 30 years, from the 1983 to 2012 pertaining to the immovable properties covered by the above said title deeds.

I will be held responsible for the loss if caused to the bank due my negligence while taking search of the property.

2B- In case of second/ subsequent charge in favour of the bank, there are no other mortgagors/charges other than already stated in the loan documents and agreed to by the mortgagor and the bank

3. Minor/(s) and his /their interest in the property/ (ies) is to the extent of :

4. The Mortgage if crated will be available to the bank for the liability of the intending borrower.

I CERTIFIED THAT, On 23/2/2012 Mr. Rajendra Baburao Shelke and Mr. Narayan Ladbhau Khandge AS owner of the said property through their power of attorney holder M/S. SHREE SWAMI SMARTH REALTORS AND INFRASTRUCTURES a partnership firm through its partner MR. MILIND BHAGVAT POKHARKAR as Developer executed an agreement to sale with respect to FLAT NO. B-205 , situated on the SECOND FLOOR, in the WING "B" building named as " OZONE GREEN" flat having saleable admeasuring area of 849 sq.ft, equivalent to 78.90 Sq.mtrs (the carpet area of the said unit is admeasuring 594.27Sq.ft. i.e. 55.23 Sq.mtrs) MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL as purchasers. The said agreement to sale is registered in the office of S.R. Maval-2 i.e. office at Talegaon Dabhade at Sr.No. 938/2012.

Now on the basis of an Agreement to sale MR. NARESH DHARMAJI PATIL AND MRS. BHAVANA NARESH PATIL are raising housing loan for purchase the said flat by giving the said flat as security for his loan. The title of the said flat is clear legal and marketable and said flat can be accepted as security for the loan.

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

SCHEDULE OF PROPERTY- I

All that piece and parcel of the land bearing CTS NO 2972 area admeasuring 27.3 Sq.mtrs, CTS NO 2973 area admeasuring 27.3 Sq.mtrs, CTS NO 2974 area admeasuring 27.3 Sq.mtrs, CTS NO 2975 area admeasuring 27.3 Sq.mtrs, CTS NO 2976 area admeasuring 1709.5 Sq.mtrs CTS NO 2967 area admeasuring 45.5 Sq.mtrs totally admeasuring 1864.20 Sq.mtrs

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situated at Talegaon Dabhade Taluka Maval, Dist Pune and within the limits of Talegaon-Dabhade Municipal Council ,
Tal:Maval, Dist: Pune and bounded as Under

On or towards East : Property belongs to Mr. Kate & Mr. Ghule

On or towards South : S.No. 698

On or towards West : CTS 2891/27, road, 2891/28

On or towards North : CTS 2977, 2978, 2964

SCHEDULE OF PROPERTY - II

All that piece and parcel of the land bearing CTS NO 2913 area admeasuring 1784.70 Sq.mtrs, CTS NO 2914 area admeasuring 164 Sq.mtrs totally admeasuring 1948.70 Sq.mtrs situated at Talegaon Dabhade Taluka Maval, Dist Pune and within the limits of Talegaon-Dabhade Municipal Council , Tal:Maval, Dist: Pune and bounded as Under

On or towards East : CTS 2988 & 2989

On or towards South : CTS 2812, 2882 & 2911

On or towards West : CTS 2976

On or towards North : CTS 2971

SCHEDULE OF FLAT :

All that piece and parcel of the property having FLAT NO. B-205 , situated on the SECOND FLOOR, in the WING "B" building named as " OZONE GREEN" flat having saleable admeasuring area of 849 sq.ft, equivalent to 78.90 Sq.mtrs (the carpet area of the said unit is admeasuring 594.27Sq.ft. i.e. 55.23 Sq.mtrs) constructed on the land more particularly described in Schedule I & Schedule II

TALEGAON DABHADE

DATE: 3 /4/2012

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S.G.KUBER 31/4/2012.

ADVOCATE

A.S. JOSHI & ASSOCIATES

CONSULTING ENGINEERS AND ARCHITECTS
 FLAT NO.5, ANUBHANDH APTS.
 43/18, NEELKAMAL SOC., KARVENAGAR
 PUNE 52, Tel No. 25412532, 9422319253

Arvind S. Joshi
 B.E. (CIVIL) M.E. (STRUCTURAL) MIE (I) CE.FIV.
 CONSULTING ENGINEER & GOVT. REGD. VALUER

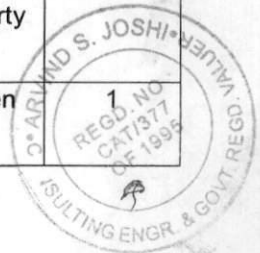
ANNEXURE-I**FORMAT OF VALUATION REPORT****Date of Inspection : 13.9.2016****Dare of Report : 17.9.2016**

(to be used for all properties of value uptoRs. 5 crores)

Name & Address of Branch :SBI, Thal Branch Tal. Alibag Dist. Raigad

Name of Customer (s)/ Borrowalunit :Mr. Naresh Dharmaji Patil & Mrs. Bhavana Naresh Patil
 (for which valuation report is sought)

1 Customer Details									
Name		Mr. Naresh Dharmaji Patil & Mrs. Bhavana Naresh Patil							
Apl No		--							
2 Property Details									
Address			A flat no. B-205, on the second floor of the building B of O Zone Green Housing Complex at CTS No. 2967, 2972 to 2976, 2913 & 2914 of Mauje Talegaon Dabhade, Tal. Maval, Pune						
Nearby Landmark/Google Map Independent access to The property			Atharva Hospital attached herewith Yes						
3 Document Details									
Layout Plan		Yes	Name of Approving Auth		Talegaon Nagar Parishad		Approval No		BCC is in 2013.
Building Plan Construction Permission		Yes	---		---		Approval No		---
Completion certificate		Yes	---		---		Approval No		---
Legal Documents		Yes	List of documents : Regd. Agreement vide no. 938/2012 dated 23.2.2012 Builders receipt dated 10.11.2013						
4 Physial -									
Adjoining properties	East West	See below				South North			
Matching of boundaries		Yes	Plot demark ated	Yes	Approv ed land use	Residential use	Type of property	Flat	
No of rooms	Living/ Dining	1	Bed Rooms	2	Toilet	2	Kitchen		



	Total No of floors (G.F. + F. F)	Park + 4 upper floors	Floor on which the property is located	2 nd floor	Approx age of the property	3 years	Residual age of the property	67 years	Type of structure RCC framed building
5	Tenure / Occupancy Details : Owner occupied								
	Status of tenure	Owned rented		No of years of Occupancy		Relationship of tenant or owner		Staff and others	
6	Stage of Construction : Construction completed								
	Stage of Construction			Completed			If under construction , extent of completion		
7	Violations if any observed – No								
	Nature and extent of violations				No.				
8	Area Details of the property -								
	Site Area	3812.9 Sq.m.	Plinth area	78.90 Sq.m.	Carpet area	65.75 Sq. m.	Saleable area	85.48 Sq. m.	Remark --

Boundaries of the plot :

Plot area 1864.20 Sq. m.
 East : Property of Mr. Kate & Mr. Ghule
 West : CTS No. 2891/27, 2891/28 & road
 South : S. No. 698
 North : CTS No. 2977, 2978 & 2964

Plot area 1948.70 Sq. m.
 CTS No. 2988 & 2989
 CTS No. 2976
 CTS No. 2812, 2882, 2911
 CTS No. 2971

9. Valuation :

Annexure – I

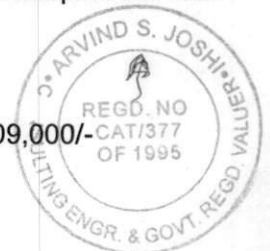
SDRR rate for flat is Rs. 28,270/ Sq.m. (8.4 of Talegaon Nagar Parishad)

Brief specification :

This is RCC framed structure, PMC door frame and flush type of shutter. Ceramic tile flooring and concealed wiring, aluminium powder coated sliding windows with netlon & M.S. safety grills is fitted. Granite top kitchen otta with built in SS sink & colour glazed tiles dadoo above it. All the internal doors are with granite door frames. In both the toilets antiskid tile flooring, colour glazed tiles skirting. European commode and wash hand basin is fitted inside.

Considering the location and specification used in the construction we have adopted the rate for the value as Rs. 45,730 / Sq. m.

The replacement volume of flat no. 205 = 85.48 Sq.m. x Rs. 45,730/- = 39,09,000/-



$$3127200 = 48.72$$

$$12.87$$

$$43.57$$

Builders possession receipt is in 2013.

Within first 3 years building no depreciation is accounted.

So FMV = Rs. 39,09,000/- ✓

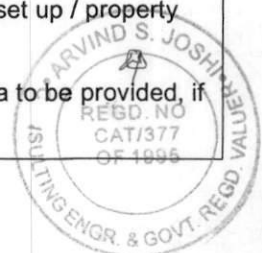
(Rs. Thirty Nine Lacs Nine Thousand Only)

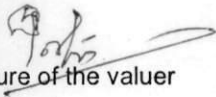
Realisable Value = 90 % of F.M.V. = 0.90 x Rs. 39,09,000/- = Rs. 35,18,000/-
(Rs. Thirty Five Lacs Eighteen Thousand Only)

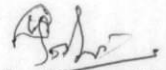
Distress Sale Value = 70 % of F.M.V. = 0.70 x Rs. 39,09,000/- = Rs. 27,36,300/-
Say : Rs. 27,36,000/- (Rs. Twenty Seven Lacs Thirty Six Thousand Only)

Insurance value of the property after completion :Rs. 16,97,928/-

	<p>i. Mention the value as per Government Approved Rates also – Rs. 28,270 / Sq. M. (8.4 of Talegaon Nagar Parishad)</p> <p>ii. In case of variation of 20% or more in the valuation proposed by the valuer and the Guideline value provided in the State Govt. notification or Income Tax Gazette justification on variation has to be given.</p> <p>Justification :</p> <p>Government rate does not take into account for the depreciation of the building.</p> <p>This government rate is applicable for the particular area irrespective of the property abutting to main road or by lane road.</p> <p>The prevailing rates are more, sometimes much more than the government rates.</p> <p>For e.g. : On Laxmi Road, Boat club road, Prabhat road, Bhandarkar Road and many areas.</p> <p>Stamp duty ready rackner rate is for the normal specifications. In case the flat is extra ordinary then there is a difference.</p> <p>Summary of Valuation</p> <p>i. Guideline Value – 78.90 Sq. m. x Rs. 28,270 / Sq. m. = Rs. 22,30,503/-</p> <p>a. Land - } b. Building - } composite rate = Rs. 45,730 / Sq. m.</p> <p>Prevailing rate</p> <p>ii. Fair Market Valueland = Rs. 39,09,000/- ✓</p> <p>iii. Realizable Value=Rs. 35,18,000/-</p> <p>iv. Forced/ Distress Sale value. - Rs. 27,36,000/-</p>
10	<p>Assumptions/Remarks</p> <p>i. Qualifications in TIR/Mitigation suggested, if any – with the bank</p> <p>ii. Property is SARFAESI compliant – Yes ✓</p> <p>iii. Whether property belongs to social infrastructure like hospital, school, oldage home etc. – No.</p> <p>iv. Whether entire piece of land on which the unit is set up / property issituated is to be mortgaged</p> <p>v. Details of last two transactions in the locality/area to be provided, if available.– No</p>



		vi. Any other aspect which has relevance on the value or marketability of the property. – No	
11	Declaration	i. The property was inspected by the undersigned on 13.9.2016 ii. The undersigned does not have any direct/indirect interest in the above property iii. The information furnished herein is true and correct to the best of our knowledge. iv. I have submitted Valuation report directly to the Bank – Yes	
12	Name address & signature of valuer with Wealth Tax Registration No. CAT – I/377/1995	Arvind S. Joshi  Signature of the valuer	5, Anubandha Apts., Neelkamal Soc., Karvenagar, Pune 52 Date of Valuation : 17.9.2016
13	Enclosures Document Photographs (Geo-stamping with date) etc.	Photographs Google map	

Arvind S. Joshi
Consulting Engineer & Govt. Regd. Valuer
Regd. No. CAT-I/377/1995



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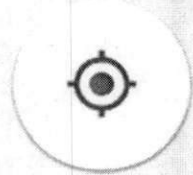
Atharva Accident Hospital

Talegaon Dha

Ozone Greens



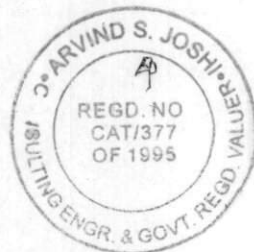
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Mr. & Mrs. Naresh Dharmaji Patil – Flat No. B-205

