

INVOICE

(Original)

Bill for Professional Services



VASTUKALA CONSULTANTS (I) PVT LTD
 002, GROUND FLOOR, YASHSHREE,
 OPP. INCOME TAX OFFICE,
 BANDRA-KURLA COMPLEX,
 BANDRA (EAST) Mumbai - 400 051
 Contact :+91 22 26571324/25,+91 98195 97579
 E-Mail :mumbai@vastukala.org

Invoice No.	Dated
1573/14-15	15-Sep-2014
Delivery Note	Mode/Terms of Payment
	AGAINST REPORT
Supplier's Ref.	Other Reference(s)
628	
Buyer's Order No.	Dated
Mr. Kaushik	10-Sep-2014
Despatch Document No.	Dated
6701/1573	
Despatched through	Destination
Terms of Delivery	

Buyer

STATE BANK OF INDIA
 RACPC BKC,
 SYNERGY BUILDING
 1 ST FLOOR, C. S. G BLOCK
 BANDRA KURLA COMPLEX
 BANDRA (EAST)

Sl No.	Particulars	Quantity		Rate	per	Amount
		Shipped	Billed			
	VALUATION FEE <i>(Category : Technical Inspection and Certification Services)</i>					1,500.00
	SERVICE TAX @ 12%(On Assessable Amount 1,500.00)			12 %		180.00
	EDUCATION CESS @2% ON SEVICE TAX			2 %		3.60
	SECONDARY EDUCATION CESS @1%			1 %		1.80
	ROUNDED OFF					0.60
	Total					In ₹ 1,686.00

Amount Chargeable (in words)

Indian Rupees One Thousand Six Hundred Eighty Six Only

In ₹ 1,686.00
E. & O.E

Remarks:

Shambhu Sah & Rinku Kumari -Flat No. 306, 3rd floor, C - Type, A - Wing, "Abhidarshan Homes" Co-op. Hsg. Soc. Ltd., Village Titwala, Taluka Kalyan, Dist. Thane - 8097035529/8898727233

Company's Service Tax No. : **AADCV4303RSD001**
 Company's PAN : **AADCV4303R**



Company's Bank Details

Bank Name : **STATE BANK OF INDIA**
 A/c No. : **32632562114**
 Branch & IFS Code : **Govt. Colony, Bandra (E) & SBIN0003838**

Customer's Seal and Signature

for **VASTUKALA CONSULTANTS (I) PVT LTD**


(Signature)
Authorized Signatory

Valuation Report of the Immovable Property

Details of the property under consideration:

Name of Owner: **Shambhu Sah & Rinku Kumari**

Flat No. 306, 3rd floor, C – Type, A – Wing, “**Abhidarshan Homes**” Co-op. Hsg. Soc. Ltd.,
Village Titwala, Taluka Kalyan, Dist. Thane


VALUATION REPORT
SCRUTINISED AND ACCEPTABLE

Valuation Done for:

State Bank of India

RACPC Synergy Building, 1st floor, C – 6, G Block
Bandra Kurla Complex, Bandra (East),
Mumbai – 400 051

Vastukala Consultants (I) Pvt. Ltd.
Mumbai • Nanded • Navi Mumbai • Aurangabad

**CERTIFICATE**

This is to certify that the property bearing Flat No. 306, 3rd floor, C - Type, A – Wing, "Abhidarshan Homes" Co-op. Hsg. Soc. Ltd., Village Titwala, Taluka Kalyan, Dist. Thane belongs to **Shambhu Sah & Rinku Kumari**.

Boundaries of the property.

North	:	C - Type B – Wing	TM
South	:	Open Plot	
East	:	Internal Compound	
West	:	Internal Road	

Considering various parameters recorded, existing economic scenario, and the information that is available with reference to the development of neighborhood and method selected for valuation, we are of the opinion that, the property premises can be assessed and valued for this particular purpose at ₹ **18,65,600/- (Rupees Eighteen Lac Sixty Five Thousand & Six Hundred Only)**.

The valuation of the property is based on the documents produced by the concern. Legal aspects have not been taken into considerations while preparing this valuation report.

Hence certified

FOR VASTUKALA CONSULTANTS (I) PVT. LTD.

C.M.D.

Sharad B. Chalikwar

Govt. Reg. Valuer & Chartered Engineer (India)

Reg. No. (N) CCIT/1-14/52/2008-09

Encl: Valuation report.

DIRECTOR

**Aurangabad**

Duplex No. A-5/1-2, Kasliwal Prangan,
Opp. Div. Sports Complex, Dnyaneshwar Nagar,
Garkheda Parisar, Aurangabad - 431 005 (M.S.)
TeleFax : +91 0240 2357751
Mobile : +91 9167204062 / 9860863601
E-mail: aurangabad@vastukala.org

Nanded

28, S.G.G.S. Stadium Complex,
Gokul Nagar,
Nanded - 431 602, (M.S.), INDIA
Tel. : +91 2462 244288
Fax : +91 2462 239909
E-mail: nanded@vastukala.org

Pune

02, Ground Floor, Krutanjali,
65/20, Erandwane, Law College Road,
Shangrila Hotel Lane,
Pune - 411 004, (M.S.), INDIA
TeleFax: +91 20 25422543
E-mail: pune@vastukala.org

VALUATION REPORT IN RESPECT OF IMMOVABLE PROPERTY

- 1 Date of Inspection : **13th September 2014**
- Purpose of valuation : As per the request from State Bank of India, RACPC - BKC to assess fair market value of the property for Housing Loan Purpose
- 2 Name and address of the Valuer. : **S. B. Chalikwar**
: **Vastukala Consultants (I) Pvt. Ltd.**
: Office No. 002, Ground Floor, Yashshree, Bandra Kurla Complex, Opp. Income Tax Office, Bandra (East), Mumbai - 400 051
- 3 List Of Documents Handed Over To The Valuer By The Bank
- a. : Copy of Agreement for sale (3 pages from agreement) dated 20.08.2014
- 4 Details of enquiries made/ visited to govt. Offices for arriving fair market value.
- a. : Market analysis and as per sub-registrar value.
- 5 Factors for determining its market value. : Location, development of surrounding area, type of construction, construction specifications, age of building, condition of the premises & building, facilities provided and its prevailing market rate.
- 6 ANY CRITICAL ASPECTS ASSOCIATED WITH PROPERTY: No.
- 7 Present/Expected Income from the property : ₹ 3,500/- expected rental income per month
- 8 **Property Details :**
- Name(s) and Postal address of the owner(s). : **Shambhu Sah & Rinku Kumari**
: Flat No. 306, 3rd floor, C – Type, A – Wing, "Abhidarshan Homes" Co-op. Hsg. Soc. Ltd., Village Titwala, Taluka Kalyan, Dist. Thane
- If the property is under joint ownership/ co-ownership share of each such owner/ are the share is undivided. : Joint Ownership



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Brief description of the property.	:	Residential flat
	:	The property is a residential flat located on 3 rd floor. The composition of flat is 1 Bedroom + Hall + Kitchen + Bath + W.C. + Balcony. The property is at 10 - 15 minutes travel distance from Titwala Railway Station.
Location of the property. (C.T.S. No., Survey No., Hissa No., Plot No., etc.).	:	Survey No. 162, 163 & 165, Hissa No. 1/1, 2 of Village Titwala, Taluka Kalyan, Dist. Thane.
Boundaries of the property.	:	
North	:	C - Type B – Wing
South	:	Open Plot
East	:	Internal Compound
West	:	Internal Road
Route map	:	Enclosed
Any specific identification marks	:	Behind Ganesh Nagar
Whether covered under Corporation/ Panchayat/ Municipality.	:	Kalyan Dombivli Municipal Corporation
Whether covered under any land ceiling of State/ Central Government.	:	No
Is the land freehold/ leasehold.	:	Free hold
Are there any restrictive covenants in regard to use of Land? If so attach a copy of the covenant.	:	As per Agreement
Type of the property	:	Residential
Year of acquisition/ purchase.	:	20.08.2014
Whether the property is occupied by owner or tenant. If occupied by tenant since how long he is staying and the amount of rent being paid	:	Vacant
Classification of the site.	:	
a. Population group.	:	Urban
b. High/ Middle/ Poor class.	:	Middle class



c. Residential/ nonresidential.	:	Residential
d. Development of surrounding area.	:	Good
e. Possibility of any threat to the property. (Floods, calamities etc.).	:	No
Proximity of civic amenities. (like school, hospital, bus stop, market etc.).	:	All available near by
Level of the Land (Plain, rocks etc.)	:	Plain
Terrain of the Land.	:	Levelled
Shape of the land (Square/ rectangle etc.).	:	Rectangular
Type of use to which it can be put (for construction of house, factory etc.).	:	For Residential purpose
Any usage restrictions on the property.	:	As per agreement
Whether the plot is under town planning approved layout?	:	Information not available
Whether the building is intermittent or corner?	:	Intermittent
Whether any road facility is available?	:	Yes
Type of road available (B.T./ Cement Road etc.).	:	B. T. Road
Front Width of the Road?	:	09.00 M. wide road
Source of water & water potentiality.	:	Municipal Water supply
Type of Sewerage System.	:	Connected to Municipal sewer
Availability of power supply.	:	Yes
Advantages of the site.	:	Located in developed area
Disadvantages of the site.	:	No.
Give instances of sales of immovable property in the locality on a separate sheet, indicating the name & address of the property, registration No. sale price and area of land sold	:	As per Sub-Registrar of Assurance records



Part-IV: Valuation of proposed construction/ additions/ renovation if any :**SUMMARY OF VALUATION :**

Part I Land	₹	0.00
Part II Building	₹	18,65,600.00
Part III Other amenities/ Miscellaneous	₹	0.00
Part IV Proposed construction	₹	0.00
TOTAL.	₹	18,65,600.00

Calculation:**1.00 Construction**

1.01 Area of flat = 486.00 Sq. Ft. (Built up Area)

1.02 Rate per Sq. Ft. = 1500/-

1.03 Cost of Construction = (1.01x1.02) ₹ 7,29,000.00

2.00 Value of property

2.01 Area of flat = 583.00 Sq. Ft. (Saleable area)

2.02 Rate per Sq. Ft. = 3200/-

2.03 Value of flat = (2.01x2.02) ₹ 18,65,600.00

3.00 The value of the property. ₹ **18,65,600.00**

I certify that,

The property is inspected by our Site Engineer Mr. Nikhil Sonavane personally. Mr. Shambhu Shah (Owner - 8097035529) has shown property.

The rates for valuation of the property are in accordance with the Govt. approved rates and prevailing market rates.

There is no direct/ indirect interest in the property valued.

The fair value of the property as on today is ₹ 18,65,600/- (Rupees Eighteen Lac Sixty Five Thousand & Six Hundred Only).

FOR VASTUKALA CONSULTANTS (I) PVT. LTD.



C.M.D.



DIRECTOR
Sharad B. Chalikwar

Govt. Reg. Valuer & Chartered Engineer (India)

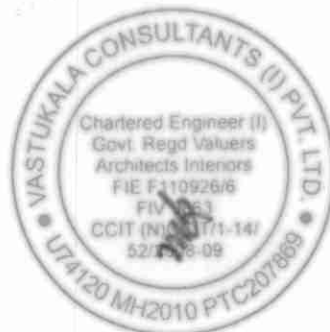
Reg. No. (N) CCIT/1-14/52/2008-09



Date: 15.09.2014

Place: Mumbai

Actual site photographs



Route Map of the property

Site u/r



Note: The Blue line shows the route to site from nearest railway station (Titwala – 2 Km.)



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DEFINITION OF VALUE FOR THIS SPECIFIC PURPOSE

This exercise is to assess **Fair Market Value** of the property under reference as on **15th September 2014**.
The term **Fair Market Value** is defined as

"The most probable price, as of a specified date, in cash, terms equivalent to cash, or in other precisely revealed terms for which the specified property rights would sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently knowledgeable and for self-interest assuming that neither is under undue duress".

Fundamental assumptions and conditions presumed in this definition are:

1. Buyer and seller are motivated by self-interest.
2. Buyer and seller are well informed and are acting prudently.
3. The property is exposed for a reasonable time on the open market.
4. Payment is made in cash or equivalent or in specified financing terms.

UNDER LYING ASSUMPTIONS

1. We assume no responsibility for matters of legal nature affecting the property appraised or the title thereto, nor do we render our opinion as to the title, which is assumed to be good and marketable.
2. The property is valued as though under responsible ownership.
3. It is assumed that the property is free of liens and encumbrances.
4. It is assumed that there are no hidden or unapparent conditions of the subsoil or structure that would render it more or less valuable. No responsibility is assumed for such conditions or for engineering that might be required to discover such factors.

FOR VASTUKALA CONSULTANTS (I) PVT. LTD.



C.M.D.

Sharad B. Chalikwar

Govt. Reg. Valuer & Chartered Engineer (India)
Reg. No. (N) CCIT/1-14/52/2008-09


DIRECTOR



DECLARATION OF PROFESSIONAL FEES CHARGED

We hereby declare that, our professional fees are not contingent upon the valuation findings. However, if the statute AND/OR clients demands that, the fees should be charged on the percentage of assessed value then, with the full knowledge of the AND/OR end user, it is being charged accordingly.

VALUATION OF THE PROPERTY PREMISES

Considering various parameters recorded herein above, existing economic scenario, and the information that is available with reference to the development of neighborhood and method selected for valuation, we are of the opinion that, the property premises can be assessed and valued for this particular purpose at ₹ 18,65,600/- (Rupees Eighteen Lac Sixty Five Thousand & Six Hundred Only).

STATEMENT OF LIMITING CONDITIONS

1. Assumptions are made to the best of our knowledge and belief. Reliance is based on the information furnished to us by the identifier AND/OR client.
2. The valuer shall not be responsible for matters of legal nature that affects the value and opinion expressed by us.
3. If our appearance is required, we will be pleased to appear and give the necessary clarification, provided the fees for each appearance (excluding traveling, dearness allowance and out of pocket expenses) is pre-determined before the acceptance of the assignment under reference.
4. In no event shall the valuer be held responsible or liable for special, direct, indirect or consequential damages, as the assignment has been completed on best efforts, available knowledge and in good intentions of persons concerned and belief.
5. **If it is proved that there is an apparent negligence on the part of a valuer, liability of this assignment (whether arising from this assignment, negligence or whatsoever) is limited in respect of anyone event or series of events to the actual loss or damage sustained subject to maximum of 80% of the professional fees for the services rendered and in any case not exceeding the amount of ₹ 1,000/- (Rupees one Thousand Only). All the claims against us shall expire after three month from the date of submission of the valuation report provided by us.**
6. We hereby declare that, the information furnished above is true and correct to the best of our knowledge and belief. We have no direct or indirect interest in the assets valued. We have not been convicted of any offence and sentenced to a term of imprisonment. We have not been found guilty of misconduct in our professional capacity.

FOR VASTUKALA CONSULTANTS (I) PVT. LTD.



C.M.D.

Sharad B. Chalikwar

Govt. Reg. Valuer & Chartered Engineer (India)

Reg. No. (N) CCIT/1-14/52/2008-09


DIRECTOR



ASSOCIATE DE JURIS

Lawyers & Advocates

Vasai Off:

A-4, Mahavir Kunj CHS Ltd.,
Next to Vartak Engg. College,
Off. Ambadi Rd, K. T. Marg,
Vasai Road (W), Dist. Thane
Pin - 401 202.

Tel: 0250-6423960, 9260604232

Mob. : 9223379867, 9224371454

Mrs. Mukta Jitendra Sohoni-Ayare

B.Com, M.A. (Cri), G.D.C.A., D.C.A.M., LL.B.

ADVOCATE HIGH COURT

E-mail : associatedejuris@gmail.com

Mumbai Off:

103 - Uttung CHS Ltd.,
D. L. Vaidya Road, Dadar(W),
Mumbai - 400 028.

Tel. : 022-24362058, 9324089240

Bill No : LD/ 84/2014-15

Date: 20/09/14.

To: The Manager,

State Bank of India - BKC Bandra.

Dear Sir/Madam,

BILL

Sr. No.	Particulars of Professional Services	Amount (Rs.)
1	Being our Professional Fees for Drafting & Preparing the Affidavit/Power of Attorney / Idemnity Bond / of Mr./Mrs./Ms	
2	Being our Professional Fees for Drafting & Preparing the Agreement for Sale / Conveyance Deed/ MOU / of Mr./Mrs./Ms	
3	Being our Professional Fees for Drafting & Preparing the Registered Mortgage Deed/Equitable Mortgage Deed / of Mr./Mrs./Ms	
4	Being our Professional Fees for Drafting & Preparing the Legal Search Report and Title Clearance Certificate of Mr./Mrs./Ms. <u>Shambhu Sah.</u>	4000/-
5	Being our Professional Fees for Drafting & Preparing the Legal Suit U/s _____ of _____ Act, at _____ COURT of Mr./Mrs./Ms	f
6	Being our Professional Fees for Attending, Representing, Hearing of Legal Matter at _____ COURT of _____ of Mr./Mrs./Ms	
7	Being our Professional Fees for Legal Consultancy / Legal Work in the Matter of Payment of Service Tax under Reverse Charge	
8	Other Fees	
9	Out of Pocket Expenses	
10		
	Total	4000/-
	(Rupees <u>Four Thousand only</u> Only)	

An early remittance will be appreciated.

Thanking You.

Yours Truly,

For **ASSOCIATE DE JURIS**
Lawyers of Advocates

KINDLY CREDIT THE BILL AMOUNT

TO MY S/B C.A/c. No. 10649634287.

AT Naughan BRANCH.

Vasai (W).



Proprietor
(PAN No. : BINPS 1377 N)

Date: 19/09/2014

Annexure – B

TITLE INVESTIGATION REPORT

1.	Name of the Branch/ BU seeking opinion.	State Bank of India, RACPC, Bandra, Mumbai
	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Yes, RACPC/MUM/CO/2014-15/695
	Name of the Borrower	Mr. Shambhu Sah & Mrs. Rinku Kumari
2.	Name of the unit/concern/company/person offering the property/ (ies) as security.	Mr. Shambhu Sah & Mrs. Rinku Kumari
	Constitution of the unit/ concern/ person/ body/ authority offering the property for creation of charge.	Flat No. A-306, admeasuring 403 Sq. feet Carpet area (454 Sq. feet Built-up area) on the 3rd Floor, C-type Building, in the Building known as Abhidarshan Homes (C Building) Co-operative Housing Society Limited, Village Titwala, Taluka-Kalyan, District Thane, situated on all that piece or parcel of land bearing Survey No.162, Hissa No.1/1 & Survey No.162, Hissa No.1/2 & survey No.165, Hissa No.1/ , & Survey No.165, Hissa No.1/2, & Survey No.162, Hissa No.2 & Survey No.163 admeasuring 12370 Sq. meters, lying being & situated at Revenue Village Titwala, Taluka Kalyan, District Thane, within the limits of Kalyan Dombivali Municipal Corporation and Sub-Registration District Kalyan and Registration District Thane.
	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrowers
3.	Complete or full description of the immovable property/(ies) offered as security for creation of mortgage whether equitable/ registered mortgage.	Flat No. A-306, admeasuring 403 Sq. feet Carpet area (454 Sq. feet Built-up area) on the 3rd Floor, C-type Building, in the Building known as Abhidarshan Homes (C Building) Co-operative Housing Society Limited, Village Titwala, Taluka-Kalyan, District Thane, situated on all that piece or parcel of land bearing Survey No.162, Hissa No.1/1 & Survey No.162, Hissa No.1/2 & survey No.165, Hissa No.1/ , & Survey No.165, Hissa No.1/2, & Survey No.162, Hissa No.2 & Survey No.163 admeasuring 12370 Sq. meters, lying being & situated at Revenue Village Titwala, Taluka Kalyan, District Thane, within the limits of Kalyan Dombivali Municipal Corporation and Sub-Registration District Kalyan and Registration District Thane.
i)	CTS No.	Survey No.162, Hissa No.1/1 & Survey No.162,

1

**Mumbai Off:**103 - Uttung CHS Ltd.,
D.L. Vaidya Road, Dadar(W), Mumbai - 400 028
Tel: +91-022-24362058.
Cell : +91-9224371454, +91-9223379867.
PTEC No : 99981787580P**Vasai Off:**A-4, Mahavir Kunj, Next to Vartak Engg. College,
Off Ambadi Road, Vasai Road (W), Thane - 401202.
Tel: +91-0250-6423960, 3299454, 9260604232
E-mail : associatedejuris@gmail.com

		hissa No.1/2 & survey No.165, Hissa No.1/1, & Survey No.165, Hissa No.1/2, & Survey No.162, Hissa No.2 & Survey No.163	
ii)	Door no. (in case of house property)	Flat No. A-306	
iii)	Extent/ area including plinth/ built up area in case of house property	admeasuring 403 Sq. feet Carpet area (454 Sq. feet Built-up area)	
iv)	Locations like name of the place, village, city, registration, sub-district etc. Boundaries	Village Titwala, Taluka Kalyan, District Thane, within the limits of Kalyan Dombivali Municipal Corporation and Sub-Registration District Kalyan and Registration District Thane.	
4.	Particulars of the documents scrutinized-serially and chronologically	Mentioned below	
	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering /land / revenue/ other authorities be examined.	Mentioned below	
Sr. No.	Date of Document	Names of Parties	Original/ Certified Photo copy/true copy
A.	20/08/2014	Agreement for Sale made and entered into between Mr. Santosh Kumar Gupta as "the Vendor/Transferor" and Mr. Shambhu Sah & Mrs. Rinku Kumari as "the Purchaser/Transferees"	Photocopy
B.	22/08/2014	Registration Receipt No.13189, KLN1-6378-2014	Photocopy
C.	22/08/2014	Index II	Photocopy
D.	01/02/2010	Agreement for Sale made and entered into between M/s. Abhidarshan Combines as "the Builders/Developers" and Mr. Santosh Kumar Gupta as "the Purchaser"	Photocopy
E.	08/02/2010	Registration Receipt No.1291, KLN1-01253-2010	Photocopy
F.	08/02/2010	Index II	Photocopy
G.	19/11/2001	N.A. Order issued by Office of the Collector, Thane	Photocopy
H.	13/06/2004	Construction Permission Certificate issued by Kalyan-Dombivali Municipal Corporation	Photocopy
I.	25/01/2010	Completion Certificate (including permission to occupy) issued by Kalyan-Dombivali Municipal Corporation	Photocopy
J.		7/12 Extract for Survey No.162, Hissa No.1/1 in the name of Shantilal Patel & others	Photocopy
K.		7/12 Extract for Survey No.162, Hissa No.1/2 in the name of Shantilal Patel & others	Photocopy
L.		7/12 Extract for Survey No.163, Hissa No.1/1 in the name of Shantilal Patel & others	Photocopy
M.		7/12 Extract for Survey No.163, Hissa No.1/2 in the name of Shantilal Patel & others	Photocopy
N.		7/12 Extract for Survey No.162, Hissa No.2 in the name of Narshi Shamji Patel & others	Photocopy



O.		7/12 Extract for Survey No.163, Hissa No.4 in the name of Narshi Shamji Patel & others	Photocopy
P.	22/06/2009	Title Certificate issued by local advocate	Photocopy
Q.		Typical Floor Plan	
5.		Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)	--
6.		Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes
		If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	N.A.
		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?	N.A.
7.		Property offered as security falls within the jurisdiction of which sub-registrar office?	Kalyan
		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?	N.A.
		Whether search has been made at all the offices named at (b) above?	N.A.
		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?	N.A.
8.		Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest of other clog on title is involved, search should be made for further period, depending on the need for clearance of such clog on the Title.	No

It is observed that Shri Shantilal Khetshi Patel & others were the Owners No.1 of all that piece or parcel of land bearing Survey No.162, Hissa No.1/1 & Survey No.162, Hissa No.1/2 & Survey No.165, Hissa No.1/1, & Survey No.165, Hissa No.1/2, lying being & situated at Revenue Village Titwala, Taluka Kalyan, District Thane, within the limits of Kalyan Dombivali Municipal Corporation and Sub-Registration District Kalyan and Registration District Thane.

It is observed that Shri Narsi Shamji Patel & others were the Owners No.2 of all that piece or parcel of land bearing Survey No.162, Hissa No.2 & Survey No.163 lying being & situated at Revenue Village Titwala, Taluka Kalyan, District Thane, within the limits of Kalyan Dombivali Municipal Corporation and Sub-Registration District Kalyan and Registration District Thane.

It is observed that the said Shri Shantilal Khetshi Patel & others "Owners No.1" and Shri Narsi Shamji Patel & others "Owners No.2" have amalgamated their respective properties and have obtained the building permission from the Kalyan Dombivli Municipal Corporation bearing No. KDMC/NRV/BP/KV/243-100 dated 21/09/2000.

It is observed that by the Development Agreement dated 24/12/2001 the said Shri Shantilal Khetshi Patel & others "Owners No.1" and Shri Narsi Shamji Patel & others "Owners No.2" granted the development rights in



respect of the said properties to M/s. Abhidarshan Combines for the consideration and the terms & conditions stipulated therein; And have also executed Power of Attorney. The said M/s. Abhidarshan Combines declared that the said Agreement dated 24/12/2001 is still valid subsisting and completely in force.

It is observed that the M/s. Abhidarshan Combines got the plans sanctioned from the Kalyan Dombivali Municipal Corporation dated 10/06/2002 and have also got the same revised under permission dated 13/06/2008.

It is observed that M/s. Abhidarshan Combines thereafter constructing the buildings thereon known as "Abhidarshan Homes" and were entitled to sell the Flats/Shop/Garage/Unit in the said buildings on Ownership Basis.

It is observed that by the Agreement for Sale dated 01/02/2010 the said M/s. Abhidarshan Combines as "the Builders/Developers" agreed to sell the Flat No. A-306, on the 3rd Floor, C-type Building, in the Building known as Abhidarshan Homes to Mr. Santosh Kumar Gupta as "the Purchaser" for the consideration and the terms & conditions stipulated therein; which was duly registered with the Sub Registrar of Assurance at Mumbai under the Registration Receipt No.1291, KLN1-01253-2010 dated 08/02/2010.

It is observed that by the Agreement for Sale dated 20/08/2014 the said Mr. Santosh Kumar Gupta as "the Vendor/Transferor" agreed to sell & transfer the said Flat No. A-306 to Mr. Shambhu Sah & Mrs. Rinku Kumari as "the Purchaser/Transferees" for the consideration and the terms & conditions stipulated therein; which was duly registered with the Sub Registrar of Assurance at Kalyan under the Registration Receipt No.13189, KLN1-6378-2014 dated 22/08/2014.

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
10.	If leasehold, whether; a) lease Deed is duly stamped and registered b) lessee is permitted to mortgage the Leasehold right, c) duration of the Lease/ unexpired period of lease, 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.	a) No b) No c) ___ years d) Not Applicable
	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	-
	Right to get renewal of the leasehold rights and nature thereof.	-
11.	If Govt grant/ allotment/Lease-cum/Sale Agreement, whether; a) grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions, b) The mortgagor is competent to create charge on such property.	Not Applicable Yes
12.	If occupancy right, whether; a) Such right is heritable and transferable, b) Mortgage can be created.	Yes Yes
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible- the modalities/procedure to be followed and the reasons for coming to such conclusion.	Not Applicable



14.	If the property has been transferred by way of Gift/Settlement Deed, whether: a) The Gift/Settlement Deed is duly stamped and registered; b) The Gift/Settlement Deed has been attested by two witnesses; c) The Gift/Settlement Deed transfers the property to Donee; d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by separated writing or by implication or by actions; e) Whether there is any restriction on the Donor in executing the Gift/Settlement Deed in question; f) Whether the Donee is in possession of the gifted property; 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; h) Any other aspect affecting the validity of the title passed through the Gift/Settlement Deed.	Not Applicable
15.	In case of partition/settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not Applicable
	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
	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? a) In case of wills, whether the will is registered will or unregistered will? b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? c) Whether the property is mutated on the basis of will? d) Whether the Original will is available? e) Whether the original death certificate of the testator is available? 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.)	N.A.
17.	a) Whether the property is subject to any work rights?	No



	b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	No
	c) Precautions/permissions; if any in respect of the above cases for creation of mortgage?	No
18.	a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	No
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	No
19.	a) Whether the property belongs to any trust or is subject to the right of any trust?	No
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	No
	c) If so additional precaution/permissions to be obtained for creation of valid mortgage?	No
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	No
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.	Converted
	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?	Already converted
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes
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).	No
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	No
23.	a) Whether the 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/markings which point out any litigation/attachment/security to court in respect of the property in question? In such case please	No



	comment on such seal/markings.	
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered. b) Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws? c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	No No No
25.	Whether the property belongs to Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior changes with the Company Registrar (ROC), Articles of Association/provision for common seal etc.	No
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No
27.	a) Whether any POA is involved in the chain of title? b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law. c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/ Individual or Proprietary Concerns in favour of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of sale Deeds, etc. in favour of flats/units (builder's POA) or (ii) other type of POA (Common POA). d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA. e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	No No No No No
i)	Whether the original POA is verified and the title investigation is done on the basis of original POA?	No
ii)	Whether the POA is a registered one?	No
iii)	Whether the POA is a special or general one?	No
iv)	Whether the POA contains a specific authority for execution of title document in question?	No
	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?) g) Please comment on the genuineness of POA? h) The unequivocal opinion on the enforceability and validity	No No



	of the POA?	No
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.	N.A.
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;	M/s. Abhidarshan Combines ✓
b)	Development Agreement/Power of Attorney;	Yes
c)	Extent of authority of the developer/builder;	To sell
d)	Independent title verification of the Land and/or building in question;	Physical verification of the flat to be taken ✓
e)	Agreement for sale (duly registered);	Yes
f)	Payment of proper stamp duty;	Paid
g)	Requirement of registration of sale agreement, development agreement, POA, etc.;	Yes
h)	Approval of building plan, permission of Appropriate/local authority, etc.;	Yes
i)	Conveyance in favour of society/ condominium concerned;	Not issued
j)	Occupancy Certificate/allotment letter/letter of possession;	Not available for verification
k)	Membership details in the society etc.;	Distinctive Nos. 231 to 240
l)	Share certificates;	Share Certificate No. 24
m)	No Objection Letter from the society;	Abhidarshan Homes (C Building) Co-operative Housing Society Limited
n)	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	N.A.
o)	Requirements, for noting the bank charges on the records of the Housing Society, if any;	N.A.
p)	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N.A.
q)	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
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.	We conducted search for 30 years in the sub Registrar at Kalyan
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.	1985 to 2014 Mr. Shambhu Sah & Mrs. Rinku Kumari There are no Encumbrances noticed.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not produced
33.	a) Urban land ceiling clearance, whether required and if so, details thereon.	N.A.



Annexure C

CERTIFICATE OF TITLE

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

1. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
2. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Government Offices./Sub-Registrar(S) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (whether applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
3. Following scrutiny of Land Record/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
4. There are no prior Mortgage Charges / encumbrances whatsoever, as could be seen from the Encumbrance certificate for the period from 1985 to 2014 pertaining to the Immovable Property/ (ies) covered by above said Title deeds. The property is free from all Encumbrances.
5. In case of second/ subsequent charge in favour of the Bank, there are no other mortgage/ charges other than already stated in the Loan documents and agreed to by the Mortgage and the Bank (Delete, whichever is inapplicable).
6. Minor/ (s) and his/ their interest in the property / (ies) is to the extent of ____ (Specify the share of the Minor with Name). (Strike out if not applicable).
7. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, Mr. Shambhu Sah & Mrs. Rinku Kumari
8. I certify Mr. Shambhu Sah & Mrs. Rinku Kumari has / have an absolute, clear and Marketable title over the Schedule property/(ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said mortgage would be enforceable.
9. 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:

The Agreement for Sale made and entered into between Mr. Santosh Kumar Gupta as "the Vendor/Transferor" and Mr. Shambhu Sah & Mrs. Rinku Kumari as "the Purchaser/Transferees" dated 20/08/2014



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- ✓ 1. Registration Receipt No.13189, KLN1-6378-2014 dated 22/08/2014
- ✓ 2. Index II dated 22/08/2014
- ✓ 3. The Agreement for Sale made and entered into between M/s. Abhidarshan Combines as "the Builders/Developers" and Mr. Santosh Kumar Gupta as "the Purchaser" dated 01/02/2010
- ✓ 4. Registration Receipt No.1291, KLN1-01253-2010 dated 08/02/2010
- ✓ 5. Index II dated 08/02/2010
- ✓ 6. NOC letter to be obtained from the Abhidarshan Homes (C Building) Co-operative Housing Society Limited for creating mortgage
- ✓ 7. Copy of Occupancy Certificate issued by Kalyan-Dombivali Municipal Corporation.
- ✓ 8. All Payment Receipts

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

SCHEDULE OF THE PROPERTY/IES

Flat No. A-306, admeasuring 403 Sq. feet Carpet area (454 Sq. feet Built-up area) on the 3rd Floor, C-type Building, in the Building known as Abhidarshan Homes (C Building) Co-operative Housing Society Limited, Village Titwala, Taluka-Kalyan, District Thane, situated on all that piece or parcel of land bearing Survey No.162, Hissa No.1/1 & Survey No.162, Hissa No.1/2 & survey No.165, Hissa No.1/1, & Survey No.165, Hissa No.1/2, & Survey No.162, Hissa No.2 & Survey No.163 admeasuring 12370 Sq. meters, lying being & situated at Revenue Village Titwala, Taluka Kalyan, District Thane, within the limits of Kalyan Dombivali Municipal Corporation and Sub-Registration District Kalyan and Registration District Thane.

Place: Mumbai

Date: 19/09/2014



**For ASSOCIATE DE JURIS
Lawyers & Advocates**

[Handwritten Signature]
Proprietor