इतर
पावती

Original/Duplicate

Thursday,25 June 2015 11:28 AM

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 12810 दिनांक: 25/06/2015

गावाचे नाव: वडाळा
दस्तऐवजाचा अनुक्रमांक: नमन1-0-2015
दस्तऐवजाचा प्रकार :
सादर करणाऱ्याचे नाव: ॲड. संतोष शुक्ल
वर्णन मौजे वडाळा स न. 34/3/1 ते 10 , यातील प्लॉट न. 38, यामधील फ्लॅट नं. 03, सन 2003 ते 2015 एकुण वर्ष 13.

शोध व निरीक्षणे	रु. 325.00
एकूण:	रु. 325.00

सह. दुय्यम निबंधक वर्ग-२
नाशिक-१

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

Nashik Municipal Corporation, Nashik

No. LND / WS / BP / [illegible] 02.

Date : 10/4/2001

Shri/Smt. Chairman, New Gulmohar Park Co.Op.Hsg.Society.
C/o Shri D.R.Gada Adcht Nashik.

Sub : **Transfer of Building Permission No.** Nashik/87/189
dated 2/5/2000 in S. No. 34/3/1 to 10
P. No. 38 of Wadala Shiwar.

Ref : **Your application dated** 23/8/2001

With reference to above mentioned application, the building permission No. Nashik/87/189 dt. 2/5/2000 in S. No. 34/3/1 to 10 P. No. 38 of Wadala Shiwar is hereby transferred in the names of

Shri/Smt. Chairman New Gulmohar Park Co.Op.Housing Society.

Which was Previously in the name of Shri/Smt. Dilip V.Ahirrao & Other One. C.P.A.Shri B.H. Nasik. This transfer of building permission mentioned above is on the strength of following papers submitted along with the application.

i) 7/12 extract

ii) Registration certificate of Co. op. Hsg. Society.

iii) Indemnity bond and affidavit as per ULC Act. 1976.

Subject to the conditions mentioned in the original permission.

No. Nashik 87/189 dt. 2/5/2000

Executive Engineer
TOWN PLANNING
Asst. Director Town Planning
Nashik Municipal Corporation, Nashik

B. M. GADAKH
Advocate & Notary
502 Building No. 3, Advocate's Chambers
District Court, Nasik

RT :

el

td.,

ion of the title of the land
No. 34/3/1 to 10, Plot No.38,
g area 552.00 Sq.Mtrs. from
dala, Tal. & Dist. Nasik,
New Gulmohor Park Co-op.
ciety Ltd.

nanbhai Patel, approached to me

the title of the land above

se he has produced before me

ll other concerned papers.

d, I am of the opinion that

d marketable title, free from

the observations made as under :-

that the land bearing S.No.34

ala, comes within the jurisdiction

aid effect made in Record of

and as per M.E.No.821.

that area out of S.No.34/3

Canal as per order of Nasik

124/66 dt.15.8.66 alongwith the

56 dt. 25.8.66. The said effect

.1080.

(3) It appears in 196

by Shri. Yeshwant Gopal Bar

of Charge amount of Nasik

Society. Therefore, the ch

per M.E.No. 1095.

(4) It appears in 19

Gopal Bankar died on 6.6.7

1) Trambak Yeshwant Banke

2) Abalu Yeshwant Bankar

3) Taibai W/o. Yeshwant

4) Sakhubai W/o.Shankar

5) Kamalabai W/o. Pandur

6) Sonubai W/o. Popat Ma

The said effect made in R

(5) It appears in 1

filed by Taibai Yeshwant

Sonubai W/o. Popat Maule,

applicants names were de

M.E.No. 1397.

(6) It appears in

Bankar died on 29.12.77,

1) Trambak Yeshwant Bank

2) Abalu Yeshwant Bankar

3) Sakhubai Shankar Mau

4) Kamalabai Pandurang

5) Sonubai Popat Maule.

Out of above heirs, dau

R.O.R. as per M.E.No. 1397, therefore, daughters' names were not entered in R.O.R. Only sons' names were entered in R.O.R. as per M.E.No. 1623.

(7) It appears in 1984 xxxxx 1989 that Shri. Dilip Vishwanath Ahirrao & others 14 jointly purchased S.No.34/3 from Shri. Trambak Yeshwant Bankar, Janabai Trambak Bankar Yadav Trambak Bankar, Suman Balasaheb Malle, Shakuntala Dashrath Vidhate, Abalu Yeshwant Bankar, Jijabai Abalu Bankar, Keshav Abalu Bankar,& other consenting party, for a consideration of Rs.5,50,000/- on 11.8.1988. Purchasers' names were entered in R.O.R. as per M.E.No. 2688.

(8) It appears in 1989 that as per partition made between co-owners of S.No. 34/3, S.No.34/3/4, admeasuring area 00 H.20 Ares, goes to the share of Dilip Vishwanath Ahirrao, Balwant Vishwanath Ahirrao, Ramchandra Supadu Dandgavhal, Shrikant Ramchandra Dandgavhal. The abovesaid partition was made in R.O.R. as per the order of Tahsildar, Nasik, in RTS Case No. 188/89 dt.4.8.1989. The said effect made in R.O.R. as per M.E.No. 2790. As per the said partition the said S.No.34/3 was divided into 10 plots.

(9) It appears in 1994 that Shri.Sudhakar Bapu Dashpute & others jointly filed layout of S.No.34/3/1 to 10. The said layout was sanctioned by Asst. Director of Town Planning, Nasik Municipal Corporation Nasik, vide order No.Final/188/3313 dt.23.10.94. As per sanctioned layout Plot No.30's area is 552.00 Sq.Mtrs. The said effect made in R.O.R. as per

M. E. No. 3725.

(10) It appears in 1994 that as per application filed by Shri. Sudhakar Bapu Dashpute & others about the partition, Plot Nos. 17 & 38 out of S.No.34/3/1 to 10 goes to the shares of Dilip Vishwanath Ahirrao & Balwant Vishwanath Ahirrao, jointly. The said effect made in R.O.R. as per M.E.No. 3726.

(11) It appears in 1994 that as per application filed by Sudhakar Bapu Dashpute & others about the layout of S.No.34/3/1 to 10 and about N.A. permission, correction made for Plot No. 38 out of S.No.34/3/1 to 10. As per sanctioned layout and N.A. order bearing No. LND/WS/262 dt. 6.11.94 and order bearing No.9/94 dt. 17.9.1994 of Town Planning Authority, N.M.C. and Collector, Nasik, respectively, description of Plot No. 38 was as under :-

S.No.	Plot No.	Area	Plot holder's name
34/3/1 to 10	38	511.87	Dilip Vishwanath Ahirrao & Balwant V. Ahirrao.

The said effect made in R.O.R. as per M.E.No. 3572.

(12) It appears in 2001 that Plot No. 38 out of S.No. 34/3/1 to 10 was purchased by Shri. Manojkumar Ramanbhai Patel, Chairman of New Gulmohor Park Co-op. Housing Society Ltd., from Shri. Bhimrao Haribhau Naik G.P.A. holder of Shri. Dilip Vishwanath & Balwant Vishwanath Ahirrao, for a consideration of Rs.6,90,000/- on 27.4.2001. Purchaser's name was entered in R.O.R. as per M.E.No. 5662.

For the reasons stated above, I am of the opinion that the abovesaid Society i.e. New Gulmohor-Park Co-op. Housing Society Ltd., Nasik, has a clear and marketable title to the said property, free from all encumbrances and reasonable doubts.

NASIK.

DATE : 1.9.2001.

(B. M. GADAKH)
ADVOCATE.

B. M. GADAKH
Advocate & Notary
502 Building No. 3, Advocate's Chamber
District Court, Nasik

VASANTRAO GANPATRAO PEKHALE
B.Com. L.L.B. ADVOCATE

ASST. GOVT. PLEADER & ADDL. PUBLIC PROSECUTER & NOTARY.

Office - 119, ADVOCATES CHAMBER ,BLDG.NO.2. NASIK DISTRICT COURT,NASHIK- 422002.
4,BYTCO NAGAR, NASIK ROAD. ✆ 467191
Resi : - ' Merry Gold ', Anand Nagar,Nasik,Road 422101. ✆ 467905

Allotment Agreement is executed which is registered in the office of Sub-Registrar, Nashik at Sr.No.1032 dtd. 27.Feb.2003. I have also perused the copy of Title Certificate dtd.1.9.2001 issued by Advocate B.M.Gadakh.

As per the above observations, I certify that title of the said property is clear & marketable and the said property is free from all encumbrances and attachments. Shri Bhaskar Ananda Nandan will acquire title over the said property after full & final payment of the consideration of the said flat and fulfilment of terms and conditions contained in above mentioned agreement of sale.

Nashik.

Date : 09/06/2003.

(V. G. Pekhale)
Assistant Government Pleader &
Additional Public Prosecutor
Nashik

VASANTRAO GANPATRAO PEKHALE
B.Com. L.L.B. ADVOCATE
ASST. GOVT. PLEADER & ADDL. PUBLIC PROSECUTER & NOTARY.

Office - 119, ADVOCATES CHAMBER ,BLDG.NO.2. NASIK DISTRICT COURT,NASHIK- 422002.
4,BYTCO NAGAR, NASIK ROAD. ✆ 467191
Resi : - ' Merry Gold ', Anand Nagar,Nasik,Road 422101. ✆ 467905

TITLE CERTIFICATE

Sub : Title Certificate of the property bearing Flat No.3, admeasuring 56.22sq.ft. in the building of New Gulmohor Park Co-op. Hsg. Society, Wadala Road, Nashik, constructed on Plot No.38, Survey No.34/3, situated at village Wadala, Tal. Dist. Nashik, within the local limits of Nashik Municipal Corporation and Nashik Urban Agglomeration, Nashik.

With reference to the subject noted above, I hereby placing title certificate of the property mentioned above which is hereinafter referred as the "said property".

Documents such as 7/12 Extracts, Extracts of Mutation Entries, copies of layout approval letter, N.A.Order, ULC Order, copy of Agreement of Sale, sale deeds, share certificates, etc. were put before me. I have perused and verified the same. Only on the basis of these documents and on swarn declaration by Bhaskar Ananda Nandan, I have investigated title of the said property.

It appears that the land bearing Survey No. 34/3 was purchased by Dilip Vishvanath Ahirrao and others from Trambak Yashwant Bankar & others on 11.8.88. Accordingly, M.E.No.2688 is passed and certified.

There was partition in respect of the abovesaid land and the plot on which the said property is constructed came in the share of Dilip Vishvanath Ahirrao and others as per order of the Tahsildar in RTS Case No.188/89 dtd. 4.8.89. Layout in respect of the said land is finally approved by A.D.T.P., N.M.C. Nashik vide order No.180/3313 dtd. 23.10.94. As per the said layout Plot No.38 on which the said property is constructed came in existence.

Thereafter Shri Manojkumar R. Patel, Chairman of New Gulmohor Park Co-op. Housing Society purchased the said Plot No.38 from Dilip Vishvanath Ahirrao & others, and accordingly, name of the said society is brought on R.O.R. of the said Plot No.38 as per M.E. No.5665, and thus, the New Gulmohor Park Co-op. Housing Society Ltd. became the absolute owner of the said Plot No.38. The said society is registered vide Reg.No. 3628/2001 dtd. 1.3.2001 under the Maharashtra Co-op. Societies Act. The society is registered one society. It has its members. The society has constructed building on the said Plot No.38 as per sanctioned building plan. The said building is completed and completion certificate is issuee by N.M.C. Nashik vide letter No.002133 dtd. 30.1.2003. The society has allotted various flats on the plot to its members. The society has allotted the said property to Bhaskar Ananda Nandan. Accordingly

GADE D. R. & ASSOCIATES
B. Arch. A. I. I. A.
CA / 88 / 11896

Architect, Engineer & Interior Designer
OFFICE : 512, Raviwar Peth, NASHIK - 422 001.
15, Anand Plaza, Nasik Road - 422 101.
Ph. : (O) 580514.

No.:

Date 12 / 12 / ~~199~~2002

TO WHOME SOEVER IT MAY CONCERN

NAME : Bhaskar Ananda Nandan

LOCATION : P. No. 38 **S. No.** 34/3/1+2/9 **H.No.** —

Village : Wadala **Tal-** Nasik **Dist:** Nasik

New Gulmohar park co-op Hs Soc

DESCRIPTION : That the flat No. 3 on first floor is located in frame structure with standard materials specification i.e. brick walls and R.C.C. work. TW doors ,MS Windows ,MM Grey Tiles sanitation installation with water supply electric fitting as M.S.E.B. etc. complete.

BUILT UP AREA : 605 Sqft. (Approx.)

ESTIMATED COST : Rs. 3,02,500/-
(Three lakh two thousand five hundred only)

PERCENTAGE OF WORK : Work is completed - 100 %

The total completed construction cost of the said flat is comes to an amount of Rs. 3,02,500/-

PLACE : Nasik

DATE : 12/12/2002

SIGN OF ARCHITECT

FOR D. R. GADE AND ASSOCIATES

D. R. GADE & ASSOCIATES
ARCHITECTS & ENGINEERS
512, Raviwar Peth, Nasik-1
CA / 88 / 11896

VALUATION OF IMMOVABLE PROPERTY

For Housing Loan Purpose

For State Bank of India, RACPC (Nashik City) Branch, Nashik.

At

Flat No. 1, On 1st Floor, "New Gulmohar Park Co-Op. Hsg. Soc. Ltd.",
B/H. Kamal Honda Showroom, Tagore Nagar, Opp. Ambedkar Nagar,
Wadala Shiwar, Nashik-422101.
(Survey No. 34/3/1 to 10, Plot No. 38, At. Wadala Shiwar, Tal & Dist. Nashik)

In the case of

Mr. ROHIDAS CHAGAN SALVE.

Prepared By

Salvi & Associates

Office Add:- "Padamshree", Plot No. 46, Bhagawati Nagar, Near Tulja Bhavani Temple,
Heera Wadi, Panchavati, Nashik- 422 003.

Head Off:- F/318, Har Har Mahadev Society, Patil Wadi, Panchpakhadi,
Thane (W)- 400 601.

Mobile :- 7588832949 / 9869007442,
Email:- salviassociates@gmail.com

Salvi and Associates

C. A. Reg. No. CA/84/8248 W. T. Reg. No. CAT-I/414

ARCHITECTS, INT. DESIGNERS,
GOVT. APPROVED VALUERS FOR BANKS,
FINANCIAL INST. INCOME TAX DEPT.
SURVEYORS & LOSS ASSESSORS

Padmashri, Plot No. 46, Nr. Bhagwati Devi Temple,
Bhagwati nagar, Hirawadi, Panchavati, Nasik 422003.
Mob : 9822527387 | 7588832949 | 9869007442
Email : galandeajay77@gmail.com
salviassociates@gmail.com

TO,
The Branch Manager,
State Bank of India,
RACPC Branch, Nashik.

Mr. Rohidas C. Salve / June- 19 **Date: 09/06/2015**

VALUATION REPORT

1	**Customer Details**						
	Name of Applicant/Borrower	**Mr. Rohidas Chagan Salve.**					
	Name of Present Owner / Seller /Builder	**Mr. Bhaskar Ananda Nandan.**					
	Apl. No.						
	Contact No	Mob: 8087705383.					
	Date of Property Inspection	08/06/2015					
	Date of Valuation Report	09/06/2015					
2	**Property Details**						
	Address	**Flat No. 3,** On 1st Floor, **"New Gulmohar Park Co-Op. Hsg. Soc. Ltd.",** B/H. Kamal Hero Showroom, Tagore Nagar, Opp. Ambedkar Nagar, Wadala Shiwar, Nashik-422101.					
	Near By Land Mark/Google Map Independent access to the Property	Opp. Ambedkar Nagar, B/H. Kamal Hero Showroom, Tagor Nagar.					
3	**Documents Details**	**Name of Approving Authority**		**Approval No.**			
	N.A. Order No.	District Collector office, Nashik.		9/1994 Dtd. 17/02/1994.			
	Bldg. Plan/ Commencement Certificate No.	Executive Engineer T.P. Dept. Nashik Municipal Corporation.		LND/BP/871/189, Dtd. 02/05/2000.			
	Building Completion Certificate No.	Executive Engineer T.P. Dept. Nashik Municipal Corporation.		Javak No./Nagar Rachna/NSK/ 002133, Dtd. 30/01/2003.			
	Legal Documents	Agreement For Sale Sub. Registered Office, Nashik		4280/2015, Dtd. 04/06/2015.			
4.	**Physical Details**						
	Flat Adjoining Properties Boundaries	East	Staircase	West	Open Space		
		South	Open Space	North	Open Space		
	Matching of Boundaries	Yes	Plot Demarcated Yes	Approved Land Use	Yes	Type of Property	Flat
	No of Rooms	Living : 1, Kitchen : 1, Bed Rooms : 1, W.C. & Bath : 1, Balcony : 1 etc.					
	No. of Floor in the Building	Ground + 2nd Floor		Property Located On Which Floor	On 1st Floor		
	Approx age of the Property	12 Years Old.		Residual age of the Property	48 Years (Future Life)		

CHANDRAKANT V. SALVI
W.T. Regd.No. CAT-I/414
GOVT. APPROVED VALUERS

5. Building Technical Details & Amenities Specifications of the Said Asset:		
Type of Foundation / Structure		RCC Frame Structure
Type of Roof		RCC Roofing
Super Structure : Walls		Brick Work
Floor Heights		3 Mtr.
No. of Flats in the Building		Total : 12 Nos. Residential Flats & 4 Nos. Commercial Shops in "New Gulmohar Park Apartment.
Finishing	Internal Plaster	Cement Plaster to walls and ceiling.
	Internal Color	Simple Paint to entire Flat
	Flooring	Mosaic Tiles Flooring & Skirting in entire Flat
	POP etc.	N.A.
Doors & Windows	Sagwan Doors & Aluminum Powder Coating Sliding Windows with Stainless Steel Mosquito net Windows.	
Kitchen	Platform with Green Marble top with S.S. sink & Windows Level Glazed tiles with Dado.	
Toilets	1 Nos. 6ft Glazed Tiles for Bath. 4ft. Ht. Glazed tiles for W.C.	
Electrical	Open Casing Capping Electrification.	
Lift	N.A.	
Lat. / Bath Details.	Type of WC	6ft Glazed Tiles for Bath.4ft. Ht. Glazed tiles for W.C.
	Bath Tub etc.	9ft Glazed Tiles for Bath.4ft. Ht. Glazed tiles for Bath Room
Nearest Railway Station	Nearest Railway Station : Nashik Road, Distance from Property : 5 km. Nearest Bus Stop : DGP Nagar No. 1, Distance from Property : 100 Mtr.	
Location cum Route map showing property Boundaries		

CHANDRAKANT V. SALVI
W.T. Regd.No.
CAT-I/
GOVT. APPROVED VALUERS

6	**Tenure / Occupancy Details**				
	Status of Tenure	Owner Occupied Mr. Rohidas Salve	No of years of Occupancy: 2Month	Relationship of Tenant or Owner	Owner Occupied
7	**Stage of Construction**				
	Stage of Construction	Property is Resale Flat. (Bldg. Const. is 12 Yrs. Old)		100% Work Complete in 2003.	
8	**Violations if any observed**				
	Nature and extent of violation :			No. Violation.	
9	**Area Details of the Property**				
	Flat No. 3 (On 1st Floor)	**Built up Area** (As per Agreement for Sale)		**605.00 Sq. Ft.** (56.22 Sq. Mt.)	

10. **Summary of Valuation :**

Particular	Built up Area	Built up Rate Adopted Per Sq. Ft.	Fair Market Value
Flat No. 3 (On 1st Floor)	**605.00 Sq. Ft.** (56.22 Sq. Mt.)	**Rs. 3300/-**	**Rs. 19,96,500/-**
Total Fair Market Value of Property Flat No. 3 As On Date (Rs. Nineteen Lacs Ninety Six Thousand Only)			**Rs. 19,96,500/-** **Say..Rs.19,96,000/-**

Fair Market Value	Realizable Value is 85%of F.M.V.	Distress Sale Value is 80%of F.M.V.
Rs. 19,96,000/-	**Rs. 16,97,000/-**	**Rs. 15,97,000/-**
Rs. Nineteen Lacs Ninety Six Thousand Only.	Rs. Sixteen Lacs Ninety Seven Thousand Only.	Rs. Fifteen Lacs Ninety Seven Thousand Only.

Government Value of Flat No. 3 : Rs. 13,62,000/-

11	Assumptions/Remarks	i) "New Gulmohar Co-Op. Hsg. Soc. Ltd.", is Sawata Mali Road Front Commercial + Residential Building. ii) All Civic Amenities Like School, Reliance Fresh Mall, Kamal Hero Showroom, Fame Multiplex, Nashik-Pune Highway etc. are Near by . iii) Market Value of the Property More than Government Value.
12	Declaration	i) The Property was inspected by the undersigned on 08.06.2015. undersigned does not have any direct / indirect interest in the above property. ii) The information furnished herein is true and correct to the best of our knowledge. iii) I have submitted Valuation report directly to the Bank. iv) The Valuation is Made for Present Market Value of Property. The Rate Worked out are on the basis of Market Survey.
13	Date : 09/06/2015 Place : Nashik.	CHANDRAKANT V. SALVI W.T. Regd.No. CAT-I/414 GOVT APPROVED VALUERS **Salvi & Associates** (Mr. C. V. Salvi) Govt. Regd. No. CAT-I/414 **SALVI & ASSOCIATES** ARCHITECT & GOVT. APPROVED VALUERS PADAMSHRI, PLOT NO. 46, B/H.TULJA BHAVANI TEMPLE, BHAGWATI NAGAR, HIRAWADI, PANCHAVATI, NASHIK-422 003.

I agree with the Rs 19,96000/-

14. PROPERTY PHOTOGRAPHS		
Name of the Customer/ Applicant	:	**Mr. Rohidas Chagan Salve.**
Details Address of the property	:	**Flat No. 3,** On 1st Floor, **"New Gulmohar Park Co-Op. Hsg. Hsg. Soc. Ltd."**, B/H. Kamal Hero Showroom, Tagore Nagar, Opp. Ambedkar Nagar, Wadala Shiwar, Nashik-422101.

MOHAN CHANDRA ... Regd. No. CAT-I/414 APPROVED VALUERS

PRASAD DIPAK NAGARE
B.Com., D.T.L., LL.B.
ADVOCATE
Email : adv.prasad804@gmail.com

Office 1 : FJ-13+14, Thakkar Buzzar, Nr. Sakal News Office, New CBS, Nashik - 2
Office 2 : A-2, Meghdoot Shopping Center, Near Chetna Dining Hall, Opp. CBS, Nashik – 1

Notice By RPAD

Outward No.PDN/SBI-HSG/PSS/01/20/0012 **Date: 08/01/2020**
File No. : HJ479/ 40

To,
MR/ MRS. ROHIDAS CHHGAN SALVE
R/o.:
(1) FLAT NO. 3, GULMOHAR PARK CO-OP, SOC, DGP NAGAR, WADALA RD, SAVATA MALI RD, NASHIK

(2) CURRENCY NOTE PRESS, JAIL RD, NASHIK RD, NASHIK

client State Bank of India through its authorized
e **Notice under section 25 of the Payment and**
ur Loan Account No.: 35075049122

RLAD THAKKAR BAZAR P.O. (422002)
RLAD A RM354546129IN
Counter No:1,OP-Code:OP1
To:ROHIDAS C SALVE,JAIL ROAD
NASHIK, PIN:422101
From:ADV PRASAD D NAGARE , NASHIK
Wt:20grams.
Amt:25.00 ,09/01/2020 ,10:56
<<Track on www.indiapost.gov.in>>

dia is a Nationalized Bank and registered under the
aving its head office at State Bank Bhavan, Nariman
rt Mumbai 21 and having its branches all over the
anch situated at RACPC branch N.D. Patel Road,

ness of Banking as per the guidelines issued by the
ing to its business activity my client bank provides a
to its customers, under the heads of Housing Loan,
Enterprises Loan, Education Loan etc.

RLAD THAKKAR BAZAR P.O. (422002)
RLAD A RM354546129IN
Counter No:1,OP-Code:OP1
To:ROHIDAS C SALVE,JAIL ROAD
NASHIK, PIN:422101
From:ADV PRASAD D NAGARE , NASHIK
Wt:20grams.
Amt:25.00 ,09/01/2020 ,10:56
<<Track on www.indiapost.gov.in>>

iness of my client bank you had approached to avail
ceding to your request, my client bank agreed to
icility of **Rs. 57175/-** for the term of **240** Months.

d a loan Arrangement Letter, Loan Agreement dated
etc. documents in favour of my client bank to avail the
you had represented that, you have means to pay the
event the Loan is disbursed, you will make timely
ents. On the basis of aforesaid representations and
warranties, my Client bank disbursed the Loan.

5. That the Loan was repayable in Equal Monthly Instalments (EMI) of **Rs. 579/-** each and the regular payment of the EMIs was the essence of the contract. In order to ensure timely repayments, you had signed, issued and deposited with my client bank certain standard instructions (mandate) to debit from your bank account bearing No. **34867671277** towards payment of the EMIs and assuring that the said bank account shall have require credit balance so that the standard instructions (mandate) is honoured to credit your present Loan Account Number mentioned above held with my client bank.

6. However, you have failed and neglected to maintain sufficient credit balance in your aforesaid bank account which has resulted in dishonour of standard instructions (mandate) for the month of **DECEMBER 2019** towards monthly instalment of **Rs. 579/-** on **10-Dec-19** and your bankers has expressed inability to pay the amount contained in the standard instructions (mandate) for the reason **INSUFFICIENT FUNDS**, which attract a penal liability against you.

7. My Client bank states that, apparently the standard instructions (mandate) in question was issued with malafide intention to defraud my Client by making it believe that you had the financial capacity to repay the dues under the Loan Agreement. It is now apparent that your intention was malafide at the time of sanction of the Loan and you issued the mandate knowing and having reason to believe that the said mandate will not be honoured on presentation. Thus in addition to criminal prosecutions under Section 25 of the Payment and Settlement Systems Act, 2007 read with provisions of the Negotiable Instruments Act, 1881. Further you have also committed the offence of cheating, fraud and criminal breach of trust for which offences my Client reserves its right to initiate criminal prosecution under relevant provisions of the Indian Penal Code, 1860.

8. That you must have to take notice that, standard instructions (mandate) issued by you for repayment of debt is dishonoured and the amount contained in the same is not received to my client bank. The dishonour of electronic fund transfer in respect of a legally enforceable debt amounts to an offence under section 25(1) of The Payment and Settlement Systems Act, 2007 (as amended up to date) and is punishable with imprisonment for a term which may extend to 2 years or with fine which may extend to twice the amount of the electronic funds transfer, or with both. In addition to the punishment, the courts are also empowered to grant compensation, at the cost of the accused, to the complainant for the interest, expenditure and costs incurred by the complainant for pursuing the complaint.

9. That I hereby with this present notice call upon you that, to make payment for the dishonoured standard instructions (mandate) amount of **Rs. 579/-** within 15 days from the receipt of this notice to my client bank directly. Failing of which my client bank constrained to file a Criminal Proceeding against you in the Court Of Law. And you shall be held liable for the risk, costs and consequences thereof. Further your standard instructions (mandate) is dishonoured and thus my client bank has right as per the agreement to recall the entire loan amount from you at once/in lump-sum. Please take note of that.

10. That this notice is being sent to you without prejudice to my clients right to enforce the other terms and conditions of the said loan account and other documents executed by you with my client bank for reasons of breach of the terms, committed by you.

11. The original of this notice is send to you by RPAD and a secondary copy of the same has been kept with us as an evidence of the same, which will be used in future proceedings against you. Further the legal charges of this legal notice Rs. 1000/- has been kept on you.

Hence this notice.

Place : Nashik
Date : 08/01/2020

ADV. PRASAD D. NAGARE ADVOCATE NASHIK

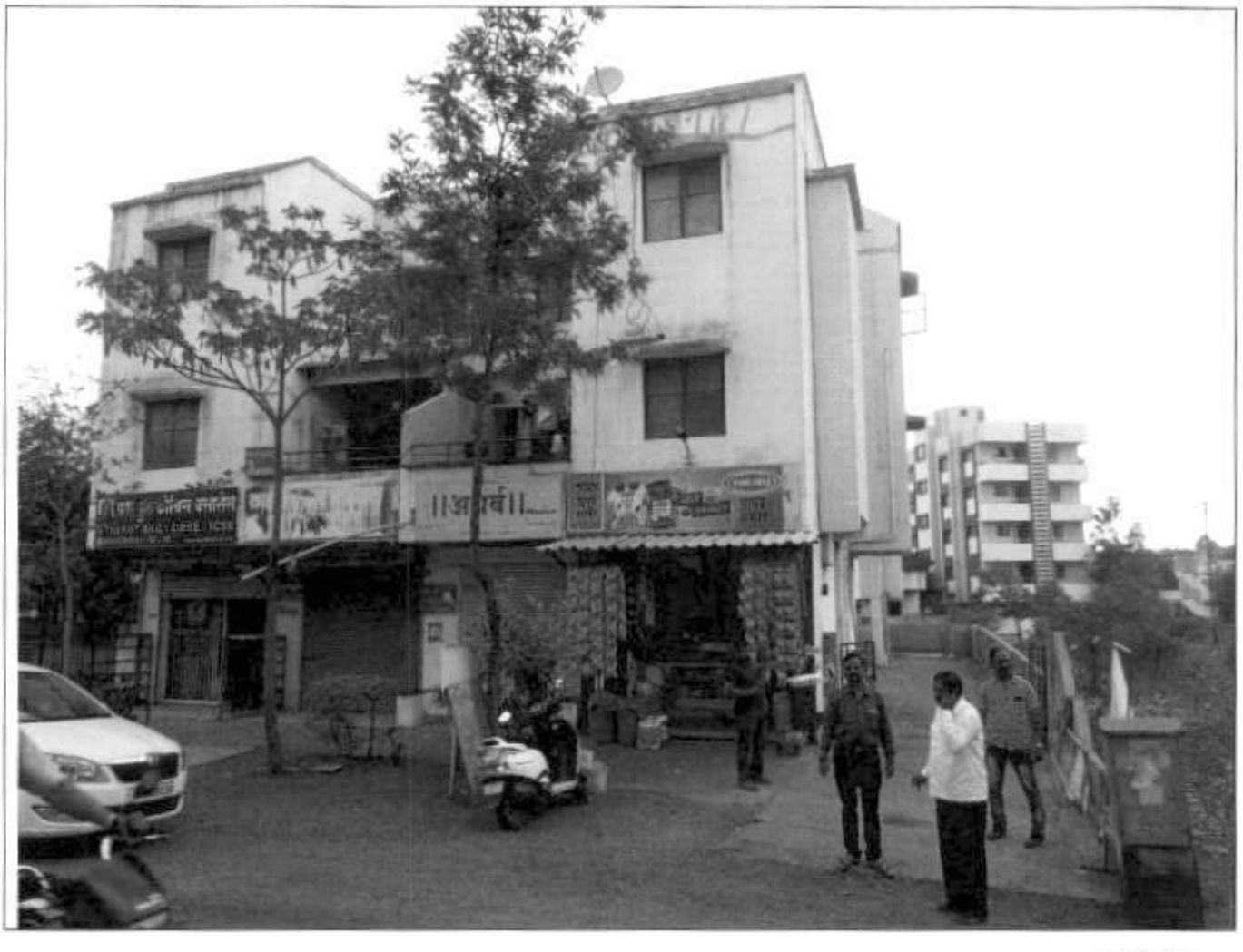
Prasad D. Nagare
Advocate

Valuation Report For Flat

[Its NPA Property, Valuation is done for Auction Purpose under SARFAESI Act]

Flat No. 03, On 1st Floor, In New Gulmohar Park Co-op. Hsg. Society, Near Ichhapurti Ganesh Mandir, In DGP Nagar, On Wadala-Nashik Road Link Road, Wadala Shiwar, Nashik.

Borrower/ Owner – Mr. Rohidas Chhagan Salve



DATE OF VALUATION : 19/06/2019

NASHIK

Mudkanna J. C.
CHARTERED ENGINEER /
PANEL VALUER

MUDKANNA J. C. (N) C.C.I.T. /1-68/56 GOVT. APPROVED VALUER

- Govt. Regd. Valuer under wealth Tax Act : (N)CCIT/I-68/56 dtd. 10/08/2004
- Chartered Engineer : M-112000/4 dtd. 16/09/1996
- Fellow Indian Institute Of Valuers, Delhi : 012404 dtd. 12/05/2003
- Member Institution Of Engineers, India : M-112000/4 dtd. 16/09/1996
- Member Practicing Valuers Asso. of India : PVA(I) LM- 1341 dtd. 02/04/2008
- Member Indian Council of Arbitration : ICA/781/Admn/2009 dtd. 15/10/2009

MUDKANNA J. C.

B.E. (Civil), M.I.E., F.I.V., C.E., P.V.A. (I), M.I.C.A.

Office : 02, Indus Appt., Near Ved Mandir, MICO Circle, On Trimbak Road, Nashik.

Tel No : +91 253 2311756 Mob.: 9822379466,

Email id : jcanashik@gmail.com

VALUATION REPORT

Valuation of Property Belonging to	:	Mr. Rohidas Chhagan Salve
Valuation as on	:	19/06/2019
Address of the property	:	Flat No. 03, On 1st Floor, In New Gulmohar Park Co-op. Hsg. Society, Near Ichhapurti Ganesh Mandir, In DGP Nagar, On Wadala-Nashik Road Link Road, Wadala Shiwar, Nashik, Sy. No. 34/3/1 to 10, Plot No. 38
Built up area of Flat No. 03	:	605 Sq.ft. (56.22 Sq.m.)
Fair Market Value		Rs. 16,94,000/- In words (Rs. Sixteen Lakh Ninety Four Thousand Only)
Realizable		Rs. 15,25,000/- In words (Rs. Fifteen Lakh Twenty Five Thousand Only)
Distress/ Forced Sale Value		Rs. 14,30,000/- In words (Rs. Fourteen Lakh Thirty Thousand Only)

Place : Nashik
Date of Issue : 20/06/2019

MUDKANNA J. C. (N) C.C.I.T. /I-68/56 GOVT. APPROVED VALUER

ANNEXURE-I
FORMAT OF VALUATION REPORT
(to be used for all properties of value upto Rs.5 crores)

Name & Address of Branch : **State Bank of India, RACPC Branch, Nashik**

Name of Customer (s)/ Borrowal unit : **Mr. Rohidas Chhagan Salve**
Valuation is done for : **Residential unit i.e. Flat No. 03**
[Its NPA Property,
Valuation is done for Auction Purpose under SARFAESI Act]

1	**CUSTOMER DETAILS :**			
	Name		Mr. Rohidas Chhagan Salve	
	Application Number			
2	PROPERTY DETAILS :			
	Address		Flat No. 03, On 1st Floor,	
	Nearby Landmark/ Google map Independent access to the Property		In New Gulmohar Park Co-op. Hsg. Society, Near Ichhapurti Ganesh Mandir, In DGP Nagar, On Wadala-Nashik Road Link Road, Wadala Shiwar, Nashik. Sy. No. 34/3/1 to 10, Plot No. 38	
3	**DOCUMENT DETAILS :**		Name of Approving Authority	Approval No.
	Layout Plan	Yes	NA Order by Collector, Nashik	NA Order vide Letter No. LND/WS/188/3313 **dtd. 29/10/1994 & 9/94 dtd. 17/02/1994**
	Building Plan	Yes	Executive Engineer, Town Planning, NMC, Nashik	Building Plan Approval vide letter No. LND/BP/87/189 **dtd. 02/05/2000**
	Building Completion	Yes	Executive Engineer, Town Planning, NMC, Nashik	Building Completion Certificate vide letter No. TP/Nashik/2133 **dtd. 30/01/2003**
	Legal Documents	Yes	**List of documents :** 1] Transfer Deed of Flat No. 03 **dtd. 14/07/2015** **(Regd. on dtd. 21/07/2015, at Sr. No. NSN2-5626-2015)** 2] Correction Deed **dtd. 22/07/2015** **(Regd. at Sr. No. NSN2-5674-2015)**	
4	**PHYSICAL DETAILS :**			
	Adjoining properties		East : Staircase West : Open Space South : Open Space North : Open Space	
	Matching boundaries		Yes	
	Plot demarcated		Yes	
	Approved land use		For Residential cum Commercial use	
	Type of Property		Residential Flat	
	No. of Rooms		At the time of visit, Valued Flat was in locked condition; Hence its Internal photographs are not taken. this is for your reference please	
	Total No. of Floors		Ground + 02 Floors Building.	
	Floor on which the property is located		Flat No. 03 is located On 1st Floor	

MUDKANNA J. C. (N) C.C.I.T. /I-68/56 GOVT. APPROVED VALUER

	Approx age of the Property	16 years
	Residual age of the Property	44 years with Regular maintenance
	Type of Structure	New Gulmohar Park Co-op. Hsg. Society is having Ground + 02 Floors & Constructed in RCC Framed Structure with RCC Slab roofing. The walls are constructed in Brick masonry, Plastered inside-Outside & Painted. Note : At the time of visit, Valued Flat was in locked condition, Hence its Internal photographs are not taken. this is for your reference please.
5	**TENURE / OCCUPANCY DETAILS :**	
	Status of Tenure	Details not known
	No of years of Occupancy	--------
	Relationship of tenant or owner	---------
6	**STAGE OF CONSTRUCTION :**	
	Stage of Construction	Building Construction is Completed.
	If under construction, extent of Completion.	NA, Building Construction is Completed
7	**VIOLATIONS IF ANY OBSERVED :**	
	Nature and extent of violations	--
8	**AREA DETAILS OF THE PROPERTY :**	
	Site area	552 Sq.m.
	Plinth area	As per Approved Building Plan
	Carpet area	As per Approved Building Plan
	Saleable area	**605 Sq.ft. (56.22 Sq.m.)** [Built up area of Flat No. 03]
	Remarks	Property located in developed Residential area
9	**VALUATION :**	
	i. Mention the value as per Government Approved Rates also	Rs. 29,200/- Sq.m. (Govt. Rate for New Flat) (As per Ready Reckoner Zone)
	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.	**Rs. 2,800/- Sq.ft.** (Prevailing Market Rate) In view of the Location, Construction Quality of Building, Age of Building & demand of the Property, We have adopted the above said Prevailing market Rate for the valued Property.
SUMMARY OF VALUATION :		
	I. Guideline Value : (Government Valuation)	Built up area : 56.22 Sq.m. X Rs. 29,200/- Sq.m. X 80% = Rs. 13,13,299/-

MUDKANNA J.C. (N) C.C.I.T. /I-68/56 GOVT. APPROVED VALUER

II. FAIR MARKET VALUATION :

Valuation of Property	Built up area	Rate adopted for Valuation	Fair Market Value
Flat No. 03	605 Sq.ft.	Rs. 2,800/- Sq.ft.	Rs. 16,94,000/-

Fair Market Value = **Rs. 16,94,000/-**
In words (Rs. Sixteen Lakh Ninety Four Thousand Only)

Realizable Value = **Rs. 15,25,000/-**
In words (Rs. Fifteen Lakh Twenty Five Thousand Only)

Distress/ Forced Sale Value = **Rs. 14,30,000/-**
In words (Rs. Fourteen Lakh Thirty Thousand Only)

10	**Assumptions/Remarks :**	
	i. Qualifications in TIR/Mitigation suggested, if any	**No**
	ii. Property is SARFAESI compliant	**Yes**
	iii. Whether property belongs to social infrastructure like hospital, school, oldage home etc.	**No**
	iv. Whether entire piece of land on which the unit is set up / property is situated has been mortgaged or to be mortgaged.	Yes, Property Mortgaged with State Bank of India
	v. Details of last two transactions in the locality/area to be provided, if available.	Details not available
	vi. Any other aspect which has relevance on the value or marketability of the property	The Property is located in developed Residential area.

11	**Declaration :**
	i. The property was inspected by the undersigned/us on 19/06/2019 in presence of Mr. Mohan Deshpande & Mr. Vinod Bagul (Recovery agent) 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

12	**Name & address of valuer**	J.C. Mudkanna 02, Indus Apartment, Mico Circle, Nashik
	Wealth Tax Registration No.	(N)CCIT/I-68/56 **dtd. 10/08/2004**
13	**Enclosures Documents & Photographs (Geo-stamping with date) etc.**	Yes, Photographs of the valued Property are enclosed herewith.

MUDKANNA J.C. (N) C.C.I.T. /I-68/56 GOVT. APPROVED VALUER

Date of Valuation : 19/06/2019
Date of Issue : 20/06/2019

PLACE: NASHIK

SIGNATURE OF THE VALUER

LIMITING CONDITIONS AND RECOMMENDATIONS

1) This is a valuation report of a property. We have not carried out title search of the property, as it is out of the scope of the assignment. This valuation is based on information and documents provided by the Bank. While carrying out this valuation, it is assumed that the property is having clear and marketable title. If the property is offered as security against loan, please take Legal Opinion about Ownership of the valued Property & Title Clearance from legal advisor.

2) This report will hold good only if title of the property is clear, marketable and free from all encumbrances and the building is constructed as per sanctioned plan. We are not responsible for reduction in value of the property if the title of the said property is not clear, marketable and is not free from encumbrances.

3) Finding out liability towards any Govt. Authority or Third Party is out of the scope of this assignment. Concerned Institution may independently verify existing liabilities on the property and take necessary action.

4) Value varies with the purpose. This report is not to be referred if purpose is different from that of mentioned in the report.

5) Fair Market value mentioned in the report is based on present market rates of similar properties in the surrounding area. Market value may change in future depending upon trends in the market, demand & supply ratio, change in govt. policies, growth/ decline of development in the surrounding area etc. Hence the basis of valuation mentioned above is justifiable for the present market situation.

6) Utmost care has been taken to give precise Government Guideline Value of the property. However, since the valuer is not the authority to fix Guideline/Govt. value, he/she does not claim to be accurate regarding the Govt. Guideline Value mentioned in this report. Kindly consult the Properties Registrar's Office for accurate Government Guideline Value of the property.

MUDKANNA J. C.
(N) C.C.I.T.
/I-68/56
GOVT. APPROVED VALUER

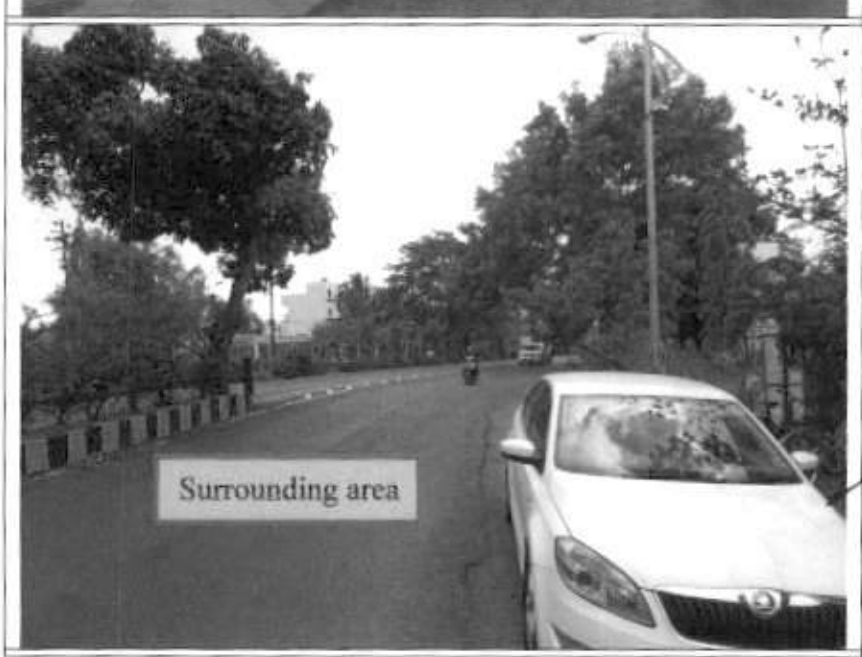
GOOGLE MAP OF THE PROPERTY LOCATION	
Latitude : 19°58'15.9"N	Longitude : 73°48'23.2"E
Valued Property Location is shown **Red marked** symbol	

MUDKANNA J. C.
(N) C.C.I.T. /1-68/56
GOVT. APPROVED VALUER

Photographs of the Valued Property

MUDKANNA J.C.
(N) C.C.I.T.
/I-68/56
GOVT. APPROVED VALUER

Photographs of the Site



MUDKANNA J.C.
(N) C.C.I.T.
/I-68/56
GOVT. APPROVED VALUER

PHOTOGRAPH OF THE DOCUMENT VERIFIED

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

INDIA NON JUDICIAL

MAHARASHTRA

© 2014 ©

NASIK

JUL 2015

ATO

आर. डी. शिंदे स्टॅम्प वेंडर

नाशिक

मुद्रांक - २

दस्त क्र.(५६२६)२०१५

१/१८

रजि. साठेखत करारनामा दिनांक ०४/०६/२०१५ नसन २, अनुक्रम नं.४२८० अन्वये स्टॅम्प रु.९३,६००/- व नोंदणी फी रु.१५,६००/- भरून दिलेली आहे.

स्टॅम्प रु.१००/-

हस्तांतर दस्त / ट्रान्सफर डिड

आज दिनांक १४ माहे जुलै इसवीसन २०१५

रोज मंगळवार ते दिवशी नाशिकरोड मुक्कामी...

नमुना - २

श्री. रोहीदास छगन साळवे
वय ३७ वर्षे, धंदा : नोकरी,
(PAN : APCPS4113M)
रा. राजवाडा, आगरटाकळी,
गांधी नगर, नाशिक-४२२००६.

लिहून घेणार

-०- यांसी -०-

श्री. भास्कर आनंदा नंदन
वय ५४ वर्षे, धंदा : नोकरी,
(PAN : AAJPN2792B)
रा. ३, न्यु गुलमोहर पार्क सोसायटी,
डी.जी.पी. नगर, कालिका रोड, नाशिक-६.

लिहून देणार

कारण हस्तांतर दस्त / ट्रान्सफर डिड लिहून व नोंदवून देतो तो खालीप्रमाणे.-

१) मिळकतीचे वर्णन : तुकडी जिल्हा नाशिक, पोट तुकडी तालुका नाशिक, पैकी नाशिक महानगरपालिका हद्दितील मौजे वडाळा या गावचे शिवारातील बिनशेती मिळकत सर्वे नं.३६/३/१ ते १०, पैकी प्लॉट नं.३८, यांसी क्षेत्र ५५२.००चौ.मी. सातबारा नाशिक महानगरपालिकेने मंजूर केलेल्या बिल्डींग प्लॅन प्रमाणे सुमारे १२ वर्षांपूर्वी बांधलेल्या व "न्यु गुलमोहर पार्क को-ऑप. हौसिंग सोसायटी लि." या नावाने ओळखल्या जाणाऱ्या सोसायटीच्या इमारतीमधील पहिल्या मजल्यावरील फ्लॅट नं.३, यांसी क्षेत्र ६०५.००चौ.फुट म्हणजेच ५६.२२चौ.मी. (बिल्टअप) यांसी जशा जिसा वर्णनप्रमाणे.-

पूर्वेस : [illegible]

पश्चिमेस : [illegible]

दस्तऐवज : मोकळी जागा

उपरोक्त : मोकळी जागा

केशवनगर येथे सिटीसर्व्हे कचेरी फर्क्ट निळकंठ व त्यापैकी नकाशा इलेक्ट्रॉनिक मीटर करीतसान व सम्माईक यापैकी मोठर कनेक्शन व उपलब्ध सामग्रीचे सोयीसह, कॉमन ड्रेनेज, कॉमन पार्किंग वापरण्याचे हक्कासह, वर्तक मिळकतीपैकी आणि/अथवा सभासदांकरिता असलेले सामाईक हक्कासह व "न्यू गुलमोहर पार्क को-ऑप. हौसिंग सोसायटी लि." चे असलेले सर्व सामाईक उपभोगाचे हक्कासह मिळकत दरबस्त.

२) वर कलम १ मध्ये नमूद केलेली मिळकत ही माझे स्वकष्टाजीत खरेदी मालकीची असून सदर मिळकत मी दिनांक २०/०२/२००३ रोजी उपरोक्त सोसायटीचे तत्कालिन चेअरमन श्री. मनोजकुमार रमणलाल पटेल यांचेकडून करारान्वे विकत घेतली असून सदर करारनामा मे. सह दुय्यम निबंधक, वर्ग-II, नाशिक-२, यांचे कार्यालयात दस्त क्र.०१०३२/२००३ अन्वये नोंदविलेला आहे. त्यानंतर सदर सोसायटीचे चेअरमन श्री. संतोष गोपीनाथ मळगे यांनी माझे लाभात ॲलॉटमेंट बिल खरेदीखत लिहून ६ मे. सह दुय्यम निबंधक, वर्ग-II, नाशिक-२, यांचे कार्यालात दस्त क्र.३१८८/२०१४ अन्वये दिनांक २६/०५/२०१४ रोजी नोंदवून दिलेले आहे. सदर मिळकतीचा मी सभासद क्र.५१ सदर मिळकत माझे ताब्यात व उपभोगात गेलेली इमारत आहे. त्यामुळे माझे नाव सदर मिळकतीचे सोसायटीचे रेकॉर्डला व महापालिका रेकॉर्डला लागलेले आहे. सदर मिळकतीचा मी एकमेव मालक असल्याने मिळकत विक्री करणेचे अगर मिळकतीची पाहिजे ते तशी विल्हेवाट लावण्याचा मला पूर्ण हक्क व अधिकार आहे.

मला माझे कौटुंबिक आर्थिक अडचणीचे निवारण करणेकामी व कर्जाची परतफेड करणेकामी पैशाची गरज व आवश्यकता असल्याने मी वर कलम ३ मध्ये वर्णन केलेली मिळकत विक्री करणेचे ठरविले. माझे श्रीमती तुषाल प्रल्हाद तुपे सदर मिळकत विकत घेणेचे ठरविले. त्यांच्यामार्फत मी तुपे

पावती

Original/Duplicate

Wednesday,July 15 ,2015

नोंदणी क्रं. :39म

1:57 PM

Regn.:39M

पावती क्रं.: 2487 दिनांक: 15/07/2015

गावाचे नाव: Vadala

फाईलिंगचा अनुक्रमांक: NSK5-2742-2015

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

सादर करणाऱ्याचे नाव: ROHIDAS CHAGAN SALVE

Document Handling	रु. 300.00
Filing Fee	रु. 1000.00
एकूण:	रु. 1300.00

सादरकर्ता STATE BANK OF INDIA यांनी यांचेकडून दि. 09/07/2015 रोजी घेतलेल्या रु.1380175/- कर्जासंबंधीची नोटीस ऑफ इंटिमेशन फायलिंग साठी मिळाली.
GRN is MH002283488201516E Defaced vide 0001440247201516
Dated.15/07/2015.

Joint S.R. Nashik 5

सह दुय्यम निबंधक वर्ग-२
नाशिक -५

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

Token No. : 9991407150050 / 2015 Date : 15/07/2015

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

(1) Party Details:

Name of Party/Address	Party Photo	Party Thumb	Party Signature
(Mortgagee) STATE BANK OF INDIA **Address:** NASIK ROAD			
(Mortgagor) ROHIDAS CHAGAN SALVE **Address:** Building Name:RAJWADA AGARTAKALI, Block Sector:NASHIK, Road:NASHIK ROAD, City:NASHIK, State:MAHARASHTRA, District:NASHIK, Pin:422101	Photo	Thumb	

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

(3) Property Details: 1) Building Name:NEW GULMOHAR PARK CHSL , Floor No:1ST, Flat No:03, Road:VADALA ROAD, Block Sector:NASHIK, Village/ City:Vadala, Taluka:Nashik, District:Nashik**S.No/CTS NO etc.:** Survey Number :34/3/1 TO 10, Plot Number :38, **Area:** Build : 56.22 Sq.mt.**Documents Deposited with Bank:** Agreement to Sale :4280/2015/NSN2

(4) Mortgage details: **Date of Mortgage :** 09/07/2015 **Loan Amount:** Rs. 1380175 /- **Rate of Interest :**9.75%

Payment Details:

-Total Stamp Duty of Rs.: **2800/-** has been paid vide Franking No.:**PB5087** Franking Amount Rs.**2800**/- Dated :**06/07/2015**

-Filing Fee of Rs.: **1000/-** has been paid vide eChallan No.:**MH002283488201516E** eChallan Amount Rs.**1000**/- Dated :**15/07/2015**, **-** By Cash Amount Rs.**300**/-

Tokennumber **9991407150050** dated **09/07/2015** has been generated for eFiling on date **15/07/2015**

NOTE : Please take printout of this Notice,verify all the detils,Pay required Stamp Duty, Sign it, affix your photo, get it authenticated by the Mortgagee and submit it to Sub-Registrar within the prescibed timelimit.

PRASAD DIPAK NAGARE
B.Com., D.T.L., LL.B.
A
Mob. 9922447202, 9
Email : adv.prasad80
Office 1 : FB-8, Thakkar Buzzar, Nr. Sakal News Office, New CBS, Nashik - 2
Office 2 : A-2, Meghdoot Shopping Center, Near Chetna Dining Hall, Opp. CB

Outward No. PDN/SBI/PSS/12/2018/245 **Date:** 2

To,

Mr. ROHIDAS CHHGAN SALVE
R/o.: 1) FLAT NO. 3, GULMOHAR PARK CO-OP. SOC.,
DGP NAGR, WADALA ROAD, SAVATA MALI ROAD,
NASHIK

2) CURRENCY NOTE PRESS,
JAIL ROAD, NASHIK ROAD, NASHIK

Sir/Madam,

Under the instructions of my client State Bank of India through its representative, I hereby served you the **Notice under section 25 of the Pay Settlement Act, 2007 in respect of your Loan Account No.: 35074788518**

1. That my client State Bank of India is a Nationalized Bank and registered under the State Bank of India Act 1955, having its head office at State Bank Bhavan, Nariman Point, Madam Cama Raod, Fort Mumbai 21 and having its branches all over the India out of that one of the branch situated at RACPC branch N.D. Patel Road, Nashik.

2. That my client is doing a business of Banking as per the guidelines issued by the Reserve Bank of India. According to its business activity my client bank provides a various types of credit facility to its customers, under the heads of Housing Loan, Vehicle Loan, Personal Loan, Enterprises Loan, Education Loan etc.

3. That inconsistence with the business of my client bank you had approached to avail **HOUSING** loan and acceding to your request, my client bank agreed to sanction and disburse a loan facility of **Rs. 1323000/-** for the term of **240** Months.

4. Consequently you had executed a loan Arrangement Letter, Loan Agreement dated **09/07/2015**, Promissory Note etc. documents in favour of my client bank to avail the loan. In the Loan Agreement you had represented that, you have means to pay the loan instalments and in the event the Loan is disbursed, you will make timely payment of the loan instalments. On the basis of aforesaid representations and warranties, my Client bank disbursed the Loan.

5. That the Loan was repayable in Equal Monthly Instalments (EMI) of **Rs. 12521/-** each and the regular payment of the EMIs was the essence of the contract. In order to ensure timely repayments, you had signed, issued and deposited with my client bank certain standard instructions (mandate) to debit from your bank account bearing No. **34867671277** towards payment of the EMIs and assuring that the said bank account shall have require credit balance so that the standard instructions (mandate) is honored to credit your present Loan Account Number mentioned above held with client bank.

6. However, you have failed and neglected to maintain sufficient credit balance in your aforesaid bank account which has resulted in dishonor of standard instructions (mandate) for the month of **DEC.18** towards monthly instalment of **Rs. 12521/-** on **10/12/2018** and your bankers has expressed inability to pay the amount contained in the standard instructions (mandate) for the reason **INSUFFICIENT FUNDS**, which attract a penal liability against you.

HJ-479

PRASAD DIPAK NAGARE
B.Com., D.T.L., LL.B.
ADVOCATE
Mob. 9922447202, 9403494566
Email : adv.prasad804@gmail.com
Office 1 : FB-8, Thakkar Buzzar, Nr. Sakal News Office, New CBS, Nashik - 2
Office 2 : A-2, Meghdoot Shopping Center, Near Chetna Dining Hall, Opp. CBS, Nashik – 1

7. My Client bank states that, apparently the standard instructions (mandate) in question was issued with malafide intention to defraud my Client by making it believe that you had the financial capacity to repay the dues under the Loan Agreement. It is now apparent that your intention was malafide at the time of sanction of the Loan and you issued the mandate knowing and having reason to believe that the said mandate will not be honored on presentation. Thus in addition to criminal prosecutions under Section 25 of the Payment and Settlement Systems Act, 2007 read with provisions of the Negotiable Instruments Act, 1881. Further you have also committed the offence of cheating, fraud and criminal breach of trust for which offences my Client reserves its right to initiate criminal prosecution under relevant provisions of the Indian Penal Code, 1860.

8. That you must have to take notice that, standard instructions (mandate) issued by you for repayment of debt is dishonoured and the amount contained in the same is not received to my client bank. The dishonour of electronic fund transfer in respect of a legally enforceable debt amounts to an offence under section 25(1) of The Payment and Settlement Systems Act, 2007 (as amended up to date) and is punishable with imprisonment for a term which may extend to 2 years or with fine which may extend to twice the amount of the electronic funds transfer, or with both. In addition to the punishment, the courts are also empowered to grant compensation, at the cost of the accused, to the complainant for the interest, expenditure and costs incurred by the complainant for pursuing the complaint.

9. That I hereby with this present notice call upon you that, to make payment for the dishonoured standard instructions (mandate) amount of **Rs. 12521/-** within 15 days from the receipt of this notice to my client bank directly. Failing of which my client bank constrained to file a Criminal Proceeding against you in the Court Of Law. And you shall be held liable for the risk, costs and consequences thereof. Further your standard instructions (mandate) is dishonoured and thus my client bank has right as per the agreement to recall the entire loan amount from you at once/in lump-sum. Please take note of that.

10. That this notice is being sent to you without prejudice to my clients right to enforce the other terms and conditions of the said loan account and other documents executed by you with my client bank for reasons of breach of the terms, committed by you.

11. The original of this notice is send to you by RPAD and a secondary copy of the same has been kept with us as an evidence of the same, which will be used in future proceedings against you. Further the legal charges of this legal notice Rs. 1000/- has been kept on you.

Hence this notice.

Place : Nashik
Date : 24 DEC 2018

Prasad D. Nagare
Advocate
PRASAD DIPAK NAGARE
B.Com.,D.T.L.,LL.B.
ADVOCATE
Office-FB-8, Thakkar Bazzar,
Nr. Sakal News Office, New C.B.S.,
Nashik-422 002 (Mob.9922447202)

HJ479

Santosh Vinod Shukla
Charusheela Santosh Shukla
ADVOCATES

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Office / Resi. : 19, "Gurunath", Dadoji Kondeo Nagar, Nr. Nirmala School, Gangapur Road, Nashik - 422 013. ☎ : 0253 : 2577572
: Chamber No. 412, Building No. 3, Dist. Court Complex, Nashik - 422 002. ☎ : 0253 : 2314691

Annexure - B

Report of Investigation of Title in respect of immovable Property.

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

1. a) Name of the Branch/ Business Unit/Office seeking opinion.- State Bank of India RACPC Nasik.
   b) Reference No. and date of the letter under the cover of which the documents tendered for Scrutiny are forwarded. ----
   c) Name of the Borrower:- **Mr.Rohidas Chhgan Salve.**

2. a) Name of the unit/concern/ company/person offering the property/ (ies) as security- **Mr. Bhaskar Ananda Nandan agreed to sale to Mr.Rohidas Chhgan Salve.**
   b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge – **Mr. Bhaskar Ananda Nandan agreed to sale to Mr.Rohidas Chhgan Salve.**
   c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.) – Borrower.

3. Complete or full description of the immovable property/ (ies) offered as security including the following details. – **The Property bearing Flat No.3 Adm. 605 Sq.ft. i.e. 56.22 Sq.mts built up on first floor in New Gulmohar Park Co-op Housing society Ltd. Constructed on Plot No. 38 out of S.No. 34/3/1 to 10 from Wadala Nashik Tal. and Dist. Nashik.**

   (a) Survey /Gat No. - **S.No. 34/3/1 to 10 from Wadala Nashik Tal. and Dist. Nashik.**
   (b) Door/House no. (in case of house property) - Nil
   (c) Extent/ area including plinth/ built up area in case of house property – Nil
   (d) Locations like name of the place, village, city, registration, sub-district etc.- from Nashik , Tal. and Dist. Nasik Boundaries. –

   East :- Staircase
   West :- Open Space
   South :- Open Space
   North :- Open Space

4. a) Particulars of the documents scrutinized-serially and chronologically.
   (a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.

Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.

Sr. No.	Date and Reg. No.	Name/ Nature of the Document	Original/ certified copy/certified extract/photocopy, etc	In case of copies whether the original was scrutinized by the Advocate.
1	4/6/2015 Sr.No. 4280	Flat agreement to sale with RR	Original	Yes.
2	15/4/2015	7/12 Extract	Photocopy	
3		Share Certificate	Original	
4	26/5/2015 Sr.No. 3987	Allotment deed (Sale deed) with RR	Photocopy	
5	20/10/2002	Allotment letter	Photocopy	
6	17/2/1994	NA order	Photocopy	
7	27/2/2003 Sr.No. 1032	Flat agreement to sale with RR	Photocopy	
8	27/4/2001 Sr.No.3791	Sale deed	Photocopy	
9	12/4/2015	NOC from Society for sale	Photocopy	

Santosh Vinod Shukla
Advocate
Chamber No.412, Building No.3,
District Court, Nashik - 2

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.) –Certified not obtained.

6. a) Whether the records of Registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system? – Yes , only record From February 2002 to April 2015 is available on Online Portal.

b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard. – Yes , No Adverse findings.

c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made? – Not Possible.

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 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? – Yes, Joint Sub –Registrar Nasik-1 , Joint Sub –Registrar Nasik-2 , Joint Sub –Registrar Nasik-3 , Joint Sub –Registrar Nasik-4 , Joint Sub –Registrar Nasik-5 .

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

d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question? –No

8. Chain of title tracing the title for a period of 13 yrs from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder .And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.

From Record of rights on 27/4/2001 the owner Dilip Vishwanath Ahirrao and others through GPA Bhimrao Haribhau Naik with Consent of Suresh Balaji Vadnere and others have sold Plot No.38 Adm. 552 Sq.mts out of S.No.34/3/1 to 10 from Wadala Nashik to New Gulmohar Park Co-op Housing society Ltd. through Chairman Manojkumar Ramanbhai Patel by way of Sale deed at Sr.No. 3791 for Rs. 6,90,000/- accordingly as per sale transaction Mutation entry No. 5662 was made.

On 20/10/2002 Chairman of New Gulmohar Park Co-op Housing society Ltd. had allotted a Flat No.3 to Bhaskar Ananda Nandan by wya of allotment letter for Rs. 3,02,500/-

On 11/12/2002 As per order of Co-op Registrare Nashik vide their No. Jn/256/member/2002/dt.11/12/2002 granted a Additional member treated as Founder member to the Bhaskar Ananda Nandan.

On 27/2/2003 New Gulmohar Park Co-op Housing society Ltd. through Chairman Manojkumar Ramanbhai Patel had agreed to sale property bearing Flat No.3 Adm. 605 Sq.ft. i.e. 56.22 Sq.mts built up on first floor in New Gulmohar Park Co-op Housing society Ltd. Constructed on Plot No. 38 out of S.No. 34/3/1 to 10 from Wadala Nashik Tal. and Dist. Nashik to Bhaskar Ananda Nandan by way of agreement. The said agreement was registered in the office of Sub-registrar Nashik-2 at Sr.No. 1032 for Rs. 3,02,500/-

On 2652015 New Gulmohar Park Co-op Housing society Ltd. through Chairman Santosh Dhondiram Pawar had executed a Allotment deed (Sale deed) in respect of property bearing Flat No.3 Adm. 605 Sq.ft. i.e. 56.22 Sq.mts built up on first floor in New Gulmohar Park Co-op Housing society Ltd. Constructed on Plot No. 38 out of S.No. 34/3/1 to 10 from Wadala Nashik Tal. and Dist. Nashik in favour of Bhaskar Ananda Nandan . The said Allotment deed (Sale deed) was executed in the office of Sub-registrar Nashik-2 at Sr.No. 3987 .

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Nashik - 2.

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Bhaskar Ananda Nandan had taken a loan from Dewan Housing Finance Corporation Ltd. and mortgaged the said Property with Dewan Housing Finance Ltd. and on 14/5/2015 the said loan was repaid for Rs. 2,20,643/- to DHFL.

On 4/6/2015 Bhaskar Ananda Nandan had agreed to sale Property bearing Flat No.3 Adm. 605 Sq.ft. i.e. 56.22 Sq.mts built up on first floor in New Gulmohar Park Co-op Housing society Ltd. Constructed on Plot No. 38 out of S.No. 34/3/1 to 10 from Wadala Nashik Tal. and Dist. Nashik to Mr.Rohidas Chhgan Salve by way of flat agreement to sale. The said agreement was registered in the office of Sub-registrar Nashik-2 at Sr.No. 4280 for Rs. 15,60,000/- out of which Rs. 1,60,000/- is paid by purchaser to vendor and remaining amount will be paid with in two months from date of agreement .

Society Registration certificate :- New Gulmohar Park Co-op Housing society Ltd is registered under the Provision of Maharashtra Society Act 1960 vide their No. NSK/NSK/HSG/TC/3628/2001/dt. 1/3/2001

Share Certificate :- Chairman of New Gulmohar Park Co-op Housing society Ltd issued a Share Certificate to Bhaskar Ananda Nandan by which society had allotted a Share No.11 to 15.

Sanction and Commencement & Completion Certificate:- Nashik Municipal Corporation Nashik Sanctioned a Building Plan vide their No.LND/BP/87/189/dt. 2/5/2000 for Residential purpose and Completion certificate issued by NMC vide their No. JN/NAGARACHANA /NASHIK/002133/dt. 30/1/03

I have perused 7/12 extract up to 2014-2015 up to dated 15/4/2015 by which Plot No. 38 out of S.No. 34/3/1 to 10 from Wadala Nashik Tal. and Dist. Nashik in the name of Chairman New Gulmohar Park Co-op Housing society Ltd.

NA order :- Collector Nashik granted a NA order vide their No. MAHA/KAKSHA-3/NALN/9/1994/NASHIK/dt. 17/2/1994 for Residential Purpose.

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.) – Agreed Purchaser

10. If leasehold, whether; -Not applicable

a) lease Deed is duly stamped and registered - NA-
b) lessee is permitted to mortgage the Leasehold right, - NA
c) Duration of the Lease/unexpired period of lease,- NA
d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also. – N A
e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)? – NA
f) Right to get renewal of the leasehold rights and nature thereof. – NA

11. If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; - Not Applicable
Grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, - NA
The mortgagor is competent to create charge on such property, - NA
Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available. – NA

12. If occupancy right, whether;

a)Such right is heritable and transferable, - Yes
b)Mortgage can be created.- Yes

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

Santosh Vinod Shukla
Advocate

14. If the property has been transferred by way of Gift/Settlement Deed, whether: - Not Applicable

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

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

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

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; - NA

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

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

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; - NA

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

15. (a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. – Not Applicable

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

(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. – NA

(d) In respect of partition by a decree of court, whether such decree has become final and all other condition formalities are completed/ complied with. – NA

(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages? - NA

16. Whether the title documents include any testamentary documents /wills? -Not Applicable

(a) In case of wills, whether the will is registered will or unregistered will? - NA

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

(c) Whether the property is mutated on the basis of will? – NA

(d) Whether the original will is available? - NA

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

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

(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 wi availability of Mother/Original title deeds are to be explained.)

17. (a) Whether the property is subject to any wakf rights? - Not Applicable

(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? -

(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?

18. (a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc. –Not Applicable

(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases? NA

19. (a) Whether the property belongs to any trust or is subject to the rights of any trust? Not Applicable

(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? NA

c) If so additional precautions/permissions to be obtained for creation of valid mortgage? NA

(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter. - NA

20. (a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage. – Not Applicable.

(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage? – NA

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: Chamber No. 412, Building No. 3, Dist. Court Compound, Nashik - 422 002. ☎ : 0253 : 2314691

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

21. Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations , Costal Zone Regulations, Environmental Clearance, etc.) –No

22. (a) Whether the property is subject to any pending or proposed land acquisition proceedings? -No
(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry. No -

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 documents have any court seal/ marking which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/marking. - No

24. (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered. –NA
(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws? –NA
c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm. – NA

25. Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc. –Not Applicable

26. In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye- yes

27. (a) Whether any POA is involved in the chain of title? - yes
(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. – NA
(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA) –NA
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. – No/Not available.
(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. – --

i) Whether the original POA is verified and the title investigation is done on the basis of Original POA? – No/ Not available
i. Whether the POA is a registered one? –
ii. Whether the POA is a special or general one? -
iii. Whether the POA contains a specific authority for execution of title document in question? –

(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?) - No

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Advocate
Chamber No. 412, Building No.3,
Dist. Nashik - 2

(g) Please comment on the genuineness of POA? –

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

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. ----- NA

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

(a) Promoter's/Land owner's title to the land/ building; - Owner society for Residential

(b) Development Agreement/Power of Attorney; -... ...NA

(c) Extent of authority of the Developer/builder; -.... NA

d) Independent title verification of the Land and/or building in question; - No

(e) Agreement for sale (duly registered); -yes

(f) Payment of proper stamp duty; -yes

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

(h) Approval of building plan, permission of appropriate/local authority, etc. ; - yes

(i) Conveyance in favour of Society/ Condominium concerned; -yes

(j) Occupancy Certificate/allotment letter/letter of possession; - yes

(k) Membership details in the Society etc.; - In the name of Nandan

(l) Share Certificates; - To be transfer in the name of Salve alongwith deleted the endorsement of DHFL

(m) No Objection Letter from the Society; - To be obtained from Society as per bank format .

(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc. ; - yes

(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any; ----- NA

(p) If the property is a 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. ---------- NA

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. –No

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. ---------

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

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. –Not Applicable

34. Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question. – No

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

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? – Not available

(a) Document in relation to electricity connection; - Not Available

(b) Document in relation to water connection; - NA

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

(d) Other utility bills, if any. – NA

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Chamber No.412, Building No.3,
District Court, Nashik - 2.

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adv.csshukla@gmail.com

Santosh Vinod Shukla
Charusheela Santosh Shukla
ADVOCATES

Office / Resi. : 19, "Gurunath", Dadoji Kondeo Nagar, Nr. Nirmala School, Gangapur Road, Nashik - 422 013. ☎ : 0253 : 2577572
: Chamber No. 412, Building No. 3, Dist. Court Compound, Nashik - 422 002. ☎ : 0253 : 2314691

38. In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same. - -------- No.

39. If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. If the valuation report and/or approved plan are not available at (the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.) Document are not available

40. Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc. –No.

41. Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security? – yes

42. In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard. NA

43. Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases. – No

44. Additional aspects relevant for investigation of title as per local laws. — No

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

46. The specific persons who are required to create mortgage/to deposit documents creating mortgage. – **Mr.Rohidas Chhgan Salve.**

Date: - 29/6/2015
Place: Nashik

Signature of the Advocate

Santosh Vinod Shukla
Advocate
Chamber No.412, Building No.3,
District Court, Nashik - 2.

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 (*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having perused 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 (wherever 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.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned Registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 2003 to 2015 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances. The Original Search fee Receipt vide Receipt No.12810 dt. 25/6/2015 attached with report.

6. In case of second/subsequent charge in favor of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

7. 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).

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, –**Mr.Rohidas Chhgan Salve.**

9. I certify **Mr. Bhaskar Ananda Nandan agreed to sale to Mr.Rohidas Chhgan Salve** 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.

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

Document Collected Before Disbursement

Sr. No.	Date and Reg. No.	Name/ Nature of the Document	Original/ certified copy/certified extract/photocopy, etc
1	4/6/2015 Sr.No. 4280	Flat agreement to sale with RR	Original
2		Latest 7/12 Extract	Photocopy
3		Share Certificate	Original
4	26/5/2015 Sr.No. 3987	Allotment deed (Sale deed) with RR	Original
5	20/10/2002	Allotment letter	Photocopy
6		Resolution for Society in respect of member ship of Mr. Salve	Original
7	27/2/2003 Sr.No. 1032	Flat agreement to sale with RR	Original
8		Payment Receipts	Original
9	12/4/2015	NOC from Society for sale	Original
10		NOC from Society for Mortgage	Original
11		No dues & Release letter from DHFL in respect of loan of Nandan	Original

Santosh Vinod Shukla
Advocate
Chember No.412, Building No.3,
District Court, Nashik - 2

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Santosh Vinod Shukla
Charusheela Santosh Shukla
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Document Collected After Disbursement

1) Transfer deed with RR in favour of Salve - Original
2) Payment Receipts – Original
3) Share certificate transfer in the name of Salve alongwith deletion of endorsement of DHFL

NOTING CHAREG OF BANK IN 7/12 EXTRACT IS MUST BE NECESSARY

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

Schedule of the Property/ies.

Schedule I

The Property bearing Plot No. 38 out of S.No. 34/3/1 to 10 from Wadala Nashik Tal. and Dist. Nashikbounded as under :-

East :- Road
West :- Chari
South :- Chari
North :- Plot No.37

Schedule II

The Property bearing Flat No.3 Adm. 605 Sq.ft. i.e. 56.22 Sq.mts built up on first floor in New Gulmohar Park Co-op Housing society Ltd. Constructed on Plot No. 38 out of S.No. 34/3/1 to 10 from Wadala Nashik Tal. and Dist. Nashik Boundaries. –

East :- Staircase
West :- Open Space
South :- Open Space
North :- Open Space

Place :- Nashik
Date:- 29/6/2015

Signature of the Advocate

Santosh Vinod Shukla
Advocate
Chamber No 412, Building No.3,
Dist. Court, Nashik - 2.

Annexure - C1: Certificate of Title on the Basis of Certified copies of the Title Deeds

Not obtained / Available.

The Certified copies are not available or obtained; only the Original document was compared with the photocopies provided and on that basis the report is given. and that the said Equitable Mortgage to be created on production of original title deeds will satisfy the requirements of creation of Equitable Mortgage and I further certify that: Equitable Mortgage

#(I have examined the Certified copies of Original Title Deeds intended to be deposited relating to the schedule property/(ies) to be offered as security by way of Equitable Mortgage and that the certified copies of documents of title referred to in the Opinion are valid as secondary evidence of Right, title and Interest and that the said Equitable Mortgage to be created on production of original title deeds will satisfy the requirements of creation of Equitable Mortgage and I further certify that:) – Not available or obtained

#(2. I have examined the Certified copies of Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors and undertake to re-examine the original title deeds as and when produced and) - Not available or obtained.

3. 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 (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage on production of the original title deeds. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by m agent in making search.

#(4. Following scrutiny of Land Records/ Revenue Records and relative Certified copies of Title Deeds, certified copies of such title deeds obtained from the concerned Registrar office and encumbrance certificate (EC) I hereby certify the genuineness on the basis of the certified copies of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.) - Not available or obtained.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 2003 to 2015 pertaining to the Immovable Property/(ies) covered by above said Certified copies Title Deeds. The property appears to be free from all Encumbrances. - Not available/ Applicable.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable). – Not Applicable.

7. 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). Not Applicable

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, – **Mr.Rohidas Chhgan Salve**

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East :- Staircase
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Place :- Nashik
Date:- 29/6/2015

Signature of the Advocate

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