

Valuation Report For Residential Apartment Block

**Flat No. 06, On 1st Floor, B-Wing of Vaishnav Prasad Building, Sy. No. 11/1,
Near Railway Gate, Village Sansari, Tal. & Dist. Nashik.**

Borrower:– Balu Trimbak Palde



VALUETECH™ ENGINEERS AND APPRAISERS

GOVT. REGD. VALUERS • STRUCTURAL CONSULTANTS • CHARTERED ENGINEERS

Flat No. 03, Aakanksha Society, Behind Nirmala Convent, D. K. Nagar, Gangapur Road, Nashik-422 013

Ph: 09422383120, 09373383120, E-mail: value.tech.engineers@gmail.com

VALUETECH™ ENGINEERS AND APPRAISERS
GOVT. REGD. VALUERS • STRUCTURAL CONSULTANTS • CHARTERED ENGINEERS

Flat No. 03, Aakanksha Society, Behind Nirmala Convent, D. K. Nagar, Gangapur Road, Nashik-422 013
Ph: 09422383120, 09373383120, E-mail: value.tech.engineers@gmail.com

Ref. No. VAL/BJP/2018-19/182

Date: 30/01/2019

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

Sub: Valuation of below mentioned property for Loan purpose.

Respected Sir/Madam,

As per your instructions dated 29/01/2019, we have visited the above mentioned property for valuation purpose. We are herewith submitting the valuation report along with photographs and our bill for your perusal.

Borrower	: Balu Trimbak Palde
Address of the property	: Flat No. 06, On 1 st Floor, B-Wing of Vaishnav Prasad Building, Sy. No. 11/1, Near Railway Gate, Village Sansari, Tal. & Dist. Nashik.
Type of Property	: Residential Apartment Block (Flat)
Extent of the Property	: Built up area = 550 Sq.ft. (51.11 Sq.m.)
Date of Inspection	: 29/01/2019
Purpose of Valuation	: For Loan Purpose.
Fair Market Value	Rs. 11,75,000/- (In Words Rs. Eleven Lakh and Seventy Five Thousand Only.)
Realizable Value	Rs. 10,50,000/- (In Words Rs. Ten Lakh and Fifty Thousand Only.)
Distressed Sale Vale	Rs. 8,80,000/- (In Words Rs. Eight Lakh and Eighty Thousand Only.)
Govt. Guideline Value	Rs. 11,73,000/- (In Words Rs. Eleven Lakh and Seventy Three Thousand Only.)

Date of Inspection: 29/01/2019
Date of Valuation: 30/01/2019
Place: Nashik.

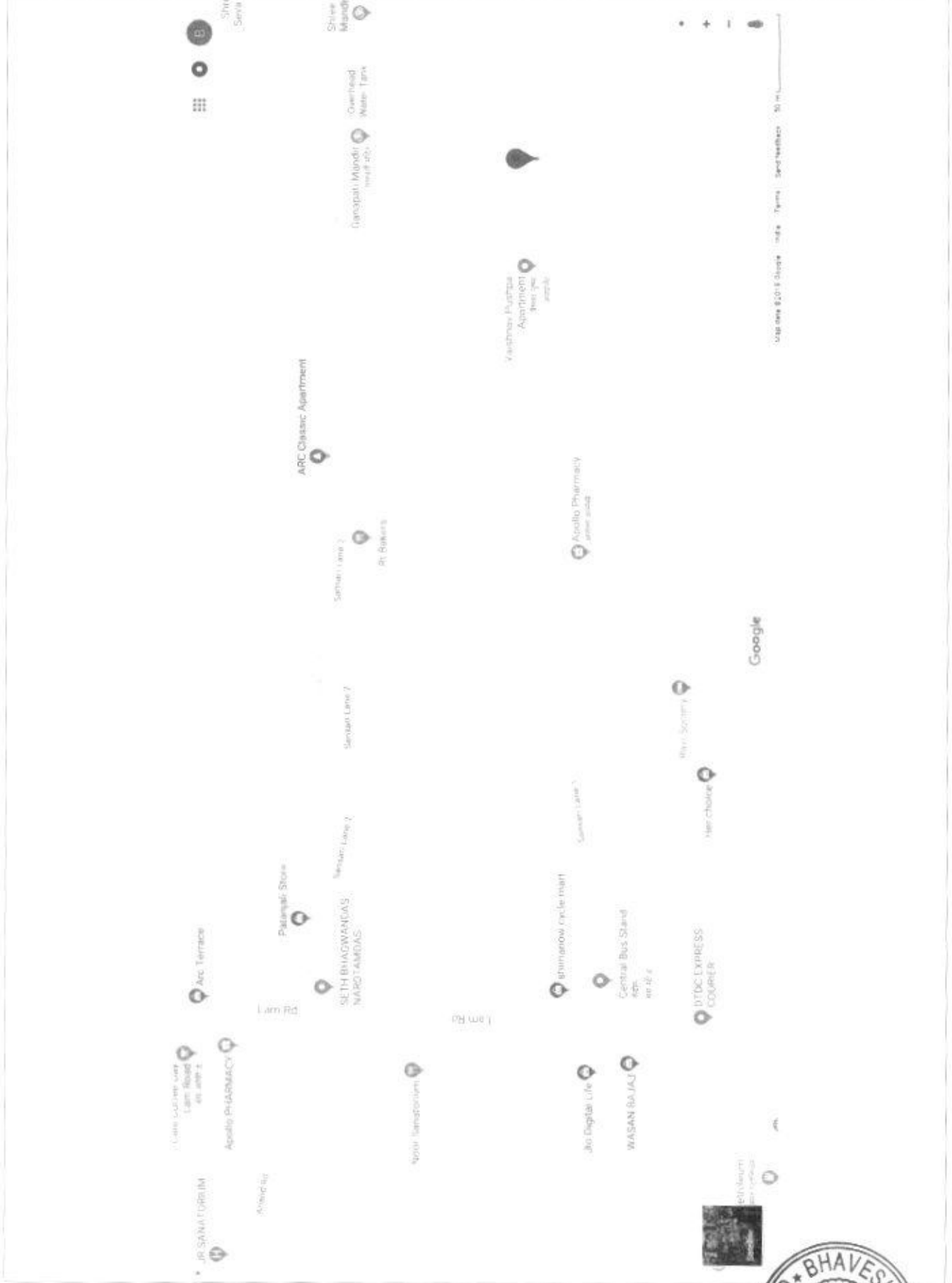


ANNEXURE-I
FORMAT OF VALUATION REPORT
(to be used for all properties of value upto Rs.5 crores)

Name & Address of Branch : State Bank of India, R.A.C.P.C. Nashik.
Name of Customer(s)/ Borrowal unit : Balu Trimbak Palde (Residential Flat No. 06)

01 CUSTOMER DETAILS :		
Name	Balu Trimbak Palde	
Application Number		
02 PROPERTY DETAILS :		
Address / Nearby Landmark / Google map, Independent access to the Property	Flat No. 06, On 1 st Floor, B-Wing of Vaishnav Prasad Building, Sy. No. 11/1, Near Railway Gate, Village Sansari, Tal. & Dist. Nashik.	
03 DOCUMENT DETAILS :		
Name of the Approving Authority & Approval Numbers.		
N.A. Order	Collector, Nashik- Jamabandhi/Kavi/413 dt. 02/07/2008	
Layout Plan	-----	
Building Plan	Sansari Grampanchayat Letter No. 85/01 dt. 27/02/2007	
Building Completion	Sansari Grampanchayat Letter No. Nil dt. 01/10/2008	
Legal Documents	Sale Agreement of Flat No. NSN3-01290-2009 dt. 26/02/2009 Sale Deed of Flat No. NSN5-03427-2010 dt. 13/04/2010 Assessment Order dt. 26/02/2009	
04 PHYSICAL DETAILS :		
Adjoining properties	East : Flat No. 05 & Staircase	South: Side Margin
	West: Side Margin	North: Flat No. 07
Matching boundaries?	Yes	
Plot demarcated?	Yes	
Approved land use	For Residential use	
Type of Property	Residential Apartment	
No. of Rooms	Hall + Kitchen + 01 Bed Room + 01 Toilet + 01 Bath + Balcony	
Total No. of Floors	Ground + 02 Floors Building	
Flat Location Floor No.	1 st Floor	
Approx. age of the Property	10 years	
Residual Life of the Property	Around 35-40 years with Regular maintenance	
Type of Structure	RCC Framed Structure with RCC Slab roofing, Brick masonry Walls, Plastered and Painted from inside and Outside, Ceramic tiles flooring, Concealed wiring, and Laminated Flush Doors & Iron Framed windows with glass panels are provided.	
05 TENURE / OCCUPANCY DETAILS :		
Status of Tenure	In Possession of the Owner	
No of years of Occupancy	Not Applicable	
Relationship of tenant & owner	Not Applicable	
06 STAGE OF CONSTRUCTION :		
Stage of Construction	Building Construction is Completed in all respect.	
Extent of Completion	100%.	
07 VIOLATIONS IF ANY OBSERVED :		
Nature & extent of violations	Nil.	
08 AREA DETAILS OF THE PROPERTY :		
Site Area	Not Applicable for an apartment Block	
Plinth Area	Not Applicable for an apartment Block	
B/up Area	Not Applicable for an apartment Block	
Saleable Area	Built up = 550 Sq.ft. (51.11 Sq.m.)	
Remarks	Property is located in developed Residential area.	





1580932 इतर फीची अनुसूची

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

दुय्यम निबंधक

दस्तावेज परत केला.

S. L. Deshpande
U. L. Deshpande

ADVOCATES

Residence :
2/3, Balwant Chambers,
New Pandit Colony Corner,
Sharanpur Road, NASHIK - 422 002.
Phone : (0253) 2574114
E-mail : slideshpande@rediffmail.com
uldeshpande@rediffmail.com

Chamber :
102, Advocates' Chambers,
(Ground Floor), Building No. 2,
District Court Compound,
NASHIK - 422 002.
Phone : (0253) 2577489

॥ श्री ॥

1

Annexure-B

Date :

1. Name of the Branch/BU seeking opinion:-

State Bank of India, R.A.C.P.C.

Artillery Centre Nashik Road Branch

2. Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded:- **Nil**

3. Name of the Unit/concern/ company/ person offering the property/ (ies) as security:-

Mr. Balu Trimbak Palde

4. Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge:-

Individual

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

as borrower

6.a) Particulars of the documents scrutinized-serially and chronologically:-

1. Agreement of sale with respect to property described in schedule II, in Annexure D, executed by Matadi Construwell Proprietor Mr. Yogesh R. Tajanpure in favour of Mr. Balu Trimbak Palde registered at sr.no. 1290 on 26.2.2009 in the office of Sub-Registrar Nashik, consideration shown Rs. 4,00,000/- out of that Rs. 1,50,000/- paid on the agreement and remaining is to be paid within three months.
2. Grampanchayat tax assessment extract with respect to house no. 973, Vaishnav Prasad B, in the name of Mr. Balu Trimbak Palde
3. Payment receipt for Rs. 66,000/- bearing no. 47 dtd. 31.10.2008, Receipt no. 48 for Rs. 66,000/- dtd. 18.12.2008, receipt no. 49, for Rs.18,000/- dtd. 26.2.2009.
4. NOC for mortgage given by developers.
5. Building permission given by Grampanchayat Sansari attached with the agreement
6. 7/12 extract dtd. 8.10.2008
7. N.A. order is given by S.D.O. Nashik vide his order no. Jamabnadi/ 413 dtd. 2.7.2008 attached with the agreement
8. Development agreement executed by Shivaji, Digamber Vitthal Godse with the consent of Muktabai Kale, Lilabai Porje, Kalabai Tajanpure, Chandrabhagabai Godse in favour of Matadi

HDE
275

[Handwritten signature]

Construwell dtd. 2.7.2006 for which stamp duty is paid after impounding the same on 25.9.2008.

9. Power of attorney dtd. 21.6.2006 given by Shivaji, Digamber Vitthal Godse with the consent of Muktabai Kale, Lilabai Porje, Kalabai Tajanpure, Chandrabhagabai Godse in favour of Matadi Construwell, which is impounded and stamp duty is paid on 25.9.2008.
10. Title Certificate given by Advocate Mr. P. D. Gaikar dtd. 29.9.2008.

b) *Nature of documents verified and as to whether they are originals or certified copies or registration extract duly certified*

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

Original agreement is seen, other all documents which are produced are the Xerox copies.

7. *Complete or full description of the immovable property/(ies) offered as security for creation of Mortgage whether equitable mortgage.*

i) *Survey No. :-*

ii) *Door No. (in case of house property):-*

iii) *Extent/areas including plinth/built up area in case of house property :-*

iv) *Location like name of the place, village, city, registration, sub-district etc. -*

v) *Boundaries:-*

7 i to v more particularly described in Schedule of Annexure-D.

8. *Flow of titles tracing out the title of the intended mortgagor and his/ its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a further period, depending on the need for clearance of such clog on the Title. (Separate sheets may be used):-*

Not available.

9. *Nature of Title of the intended Mortgagor over the property (whether full ownership right, leasehold rights, Occupancy/ possessory rights or Inam Holder or Govt. Grantee/ allottee etc.)*

Borrower will get ownership upon the property after payment of agreed amount as mentioned in registered document.

10.(a) *Encumbrances, Attachment, and/or claims whether of Government, Central or State or other Local authorities or Third party claims, Liens etc. and details thereof. If yes, give the details thereof. :- No,*

(b) The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.- **Not applicable.**

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

Latest to be collected

12. Details of RTC extracts/ mutation extracts/ Khata extracts pertaining to the property in question.:-

1. M.E.no. 2487 dtd. 17.11.46 shows that owner of S. no. 11/1 Mr. Trimbak Laxman. Godse expired on 14.10.46 and the name of his sons Vithoba is recorded as Karat of the family.
2. M.E. no. 6662 shows that co owner of the property Gangubai Kisan Godse submitted an application for recording her name and name of her sons and daughters being the co owner of the property after the demise of Kisan Trimbak Godse.
3. M.E.no. 6757 shows that Vithoba Trimbak Godse expired on n 7.6.92 and he left behind sons Parashram, Shivaji, Digamber married daughters Muktabai Kale, Lilabai Porje, Ushabai Tajarpure, widow Chandrabhagabai.
4. M.E.no. 8292 shows that S. no. 11/1 partitioned between Mr. Parashram Vitthal and Gangubai Kisan Godse,
6. Shivaji Vitthal Godse, Gangubai Kisan Godse executed development agreement in favour of Matadi Construwell.

13. 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.**

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


15. The specific persons who are required to create mortgage/ to deposit documents creating mortgage:-

Mr. Balu Trimbak Palde

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

Date:-

Place:- Nashik


Signature of Advocate

Annexure C

1. Nature of title-(ownership/ leasehold/ occupancy/ Government grant/ allotments etc):- **Ownership**
2. If Leasehold, whether
 - a. Lease duly stamped and registered- **Not applicable.**
 - b. Lessee is permitted to mortgage the lease hold rights-**Not applicable.**
 - c. Duration of the Lease/un-expired period of lease-**Not applicable.**
 - d. If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.- **Not applicable.**
3. If Govt. grant/ allotment/ Lease-cum/ Sale Agreement, Whether-
 - a) Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,- **Not applicable**
 - b) the mortgagor is competent to create charge on such property - **Yes**
4. If occupancy right, whether'
 - a. Such right is heritable and transferable- **Not applicable**
 - b. Mortgage can be created- **Not applicable**
5. a. Urban Land ceiling clearance, whether required and if so, details thereon.- **Not applicable, already construction is completed.**
 - b. Whether No objection certificate under the Income Tax Act is required/ obtained:- **Not applicable**
6. 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**
7. If the property Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for enforcing, thereon,- **Not applicable**
8. In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained. :- **N.A. order is obtained.**
9. Whether the property is affected by any local laws (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, etc):- **Not applicable**
- 10a. 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**
- b. Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his/her/their share. :- **The**

possession will be delivered after payment of balance amount to the builder.

- c. Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon- **Not applicable**
- 11a. In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.- **Not applicable**
- b. Whether the persons(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.- **Not applicable**
- 12a. Whether the property belongs to Limited Company, check the Borrowing powers, BOD resolution, Authorization to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar, Articles of Association./ provision for common seal etc. - **Not applicable**
- b. In case of Societies, Association, the required authority/ power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.-

Yet the builder have not formed society/ association or apartment, with respect to the building which builder has constructed upon the property described in schedule hence NOC from builder is required for mortgage.

13. Whether mortgage is being created a POA holder, check genuineness of the Power of Attorney and the extent of the power given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, whether it is executed. :- **Not applicable**
14. If the property is a flat/ apartment or residential/ commercial complex, check.-
- a. Promoter's / Land Owner's title to the land/building-
- Property owned by Shivaji, Digamber Vitthal Godse with the consent of Muktabai Kale, Lilabai Porje, Kalabai Tajanpure, Chandrabhagabai Godse**
- Developed by- Matadi Construwell.**
- b. Development agreement/ Power of Attorney - **Yes**
- c. Extent of authority of the Developer/ Builder- **Developer**
- d. Independent title verification of the land and/or building in question- **Developer has executed agreement of sale with respect to property described in schedule- II, in favour of borrower and it is registered documents, part payment is made and remaining is to be paid by availing loan**
- e. Agreement for sale (duly registered)- **Yes**
- f. Payment of proper stamp- **Yes.**

Shivaji Godse

- g. *Conveyance in favour of Society/ Condominium concerned- **Yet to be completed***
 - h. *Occupancy Certificate/ allotment letter/ letter of possession.- **Yet not issued.***
 - i. *Membership details in the Society etc- **Yet society or apartment is not formed.***
 - j. *Share Certificate- **Not applicable.***
 - k. *No objection letter from the society- **Not applicable.***
 - l. *All legal requirement under the local/ municipal laws, regarding ownership of flats/ apartments/ building regulations, Development Control Regulations, Co-operative Societies' Laws etc. - **Yet Society or apartment is not formed.***
15. *Whether the property is a joint family property, mortgage is created for family benefit/ legal necessity, whether the Major Coparceners have no objection/joint in execution, minor's share if any, right of female members etc. :- **Not applicable***
16. *Pending Litigation/ Court attachment/ injunction./ stay orders./ acquisition by the Govt./ Local authorities etc. that could be ascertained. :- **No***
17. *Any other details required for the purpose-*
1. *After full and final disbursement possession receipt and sale deed with registration receipt is to be obtained.*

Annexure D

CERTIFICATE OF TITLE

*I have examined the Xerox copy agreement with registration receipt /Xerox copy of sale deed Title deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of *Registered/ Equitable/ English Mortgage and that the documents of title referred to in the opinion are valid evidence of Right, title and interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that: (*please specify the kind of Mortgage)*

Please do the equitable mortgage and record the charge of the bank in other rights column of 7/12 extract

1. *I have examined the Documents in details, taking in to account of all the Guidelines in the check list vide Annexure C and the other relevant factors.*

1A. *I confirm having made a search in the Land/Revenue record. I do not find anything adverse which would prevent the Title Holders from creating a valid **equitable Mortgage.***

1B. Following scrutiny of Land Records/ Revenue Records and relative Title Deeds, I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any has been clarified by making necessary enquiries.:- **Not applicable**

2A. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1995 to 2009 pertaining to the immovable property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

2B. 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.**

3. Minor/(s) and his/their interest in the property/(ies) is to be extend of - **No.** (specify the share of the Minor with Name). (Strike out if not applicable).

4. The Mortgage if created, will be available to the Bank for the liability of the intending Borrower, **Mr. Balu Trimbak Palde**

5. I Certify that **Shivaji, Digamber Vitthal Godse with the consent of Muktabai Kale, Lilabai Porje, Kalabai Tajanpure, Chandrabhagabai Godse** has/have an absolute, clear and marketable title over the **Schedule I and Mr. Balu Trimbak Palde with respect to property described in schedule II** I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

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

- ~~1.~~ Original agreement of sale with registration receipt
- ~~2.~~ NOC from builder for mortgage
- ~~3.~~ Original payment receipt issued by builder in favour of borrower.
- ~~4.~~ N.A. tax payment receipt
5. 7/12 extract
6. Grampanchayat tax assessment extract /
7. After full and final disbursement possession receipt and sale deed with registration receipt is to be obtained.

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

SCHEDULE OF THE PROPERTY/IES.

SCHEULE I

All that piece and parcel of property bearing S. no. 11/1, measuring 3500 Sq. Mtrs. out of it 1166 Sq. Mtrs. situated at Sansari, within the limit of Grampanchayat Sansari, Tal. & Dist. Nashik which is bounded as -

Shivaji Godse

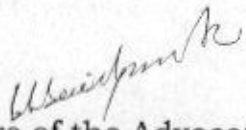
East	-	Part of S. no. 11/1
West	-	Morhiya sty
South	-	Ramkrishna's bungalow
North	-	Part of S. no. 11/1

SCHEDULE II

All that piece and parcel of constructed premises bearing Flat no. 06 on First floor measuring 550.00 Sq. Ft. i.e. 51.11 Sq. Mtrs. having its Grampanchayat House no. 973, in the building known as Vaishnav Prasad "B" Building, constructed upon plot described above, bounded as-

East	-	Flat no. 05
West	-	Open space
South	-	Flat no. 07
North	-	Open space

Place:-Nashik
Date. -


Signature of the Advocate.

San-11-1-B Buil

S. L. Deshpande
U. L. Deshpande

ADVOCATES

Residence :
2/3, Balwant Chambers,
New Pandit Colony Corner,
Sharanpur Road, NASHIK - 422 002.
Phone : (0253) 2574114
E-mail : sldeshpande@rediffmail.com
uldeshpande@rediffmail.com

Chamber :
102, Advocates' Chambers,
(Ground Floor), Building No. 2,
District Court Compound,
NASHIK - 422 002.
Phone : (0253) 2577489

Annexure-B

Date :

1. Name of the Branch/BU seeking opinion:-

State Bank of India, R.A.C.P.C.

Artillery Centre Nashik Road Branch

2. Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded:- **Nil**

3. Name of the Unit/concern/ company/ person offering the property/(ies) as security:-

Mr. Balu Trimbak Palde

4. Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge:-

Individual

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

as borrower

6.a) Particulars of the documents scrutinized-serially and chronologically:-

1. Agreement of sale with respect to property described in schedule II, in Annexure D, executed by Matadi Construwell Proprietor Mr. Yogesh R. Tajanpure in favour of Mr. Balu Trimbak Palde registered at sr.no. 1290 on 26.2.2009 in the office of Sub-Registrar Nashik, consideration shown Rs. 4,00,000/- out of that Rs. 1,50,000/- paid on the agreement and remaining is to be paid within three months.
2. Grampanchayat tax assessment extract with respect to house no. 973, Vaishnav Prasad B, in the name of Mr. Balu Trimbak Palde
3. Payment receipt for Rs. 66,000/- bearing no. 47 dtd. 31.10.2008, Receipt no. 48 for Rs. 66,000/- dtd. 18.12.2008, receipt no. 49, for Rs.18,000/- dtd. 26.2.2009.
4. NOC for mortgage given by developers.
5. Building permission given by Grampanchayat Sansari attached with the agreement
6. 7/12 extract dtd. 8.10.2008
7. N.A. order is given by S.D.O. Nashik vide his order no. Jamabnadi/ 413 dtd. 2.7.2008 attached with the agreement
8. Development agreement executed by Shivaji, Digamber Vitthal Godse with the consent of Muktabai Kale, Lilabai Porje, Kalabai Tajanpure, Chandrabhagabai Godse in favour of Matadi

HDE
275

[Handwritten signature]

Construwell dtd. 2.7.2006 for which stamp duty is paid after impounding the same on 25.9.2008.

9. Power of attorney dtd. 21.6.2006 given by Shivaji, Digamber Vitthal Godse with the consent of Muktabai Kale, Lilabai Porje, Kalabai Tajanpure, Chandrabhagabai Godse in favour of Matadi Construwell, which is impounded and stamp duty is paid on 25.9.2008.
10. Title Certificate given by Advocate Mr. P. D. Gaikar dtd. 29.9.2008.

b) *Nature of documents verified and as to whether they are originals or certified copies or registration extract duly certified*

Note- *only originals or certified extracts from the registering/ land/ revenue other authorities be examined.*

Original agreement is seen, other all documents which are produced are the Xerox copies.

7. *Complete or full description of the immovable property/ (ies) offered as security for creation of Mortgage whether equitable mortgage.*

i) *Survey No. :-*

ii) *Door No. (in case of house property):-*

iii) *Extent/areas including plinth/built up area in case of house property :-*

iv) *Location like name of the place, village, city, registration, sub-district etc. -*

v) *Boundaries:-*

7 i to v more particularly described in Schedule of Annexure-D.

8. *Flow of titles tracing out the title of the intended mortgagor and his/ its predecessors in interest from the Mother Deed to the Latest Title Deed. And wherever Minor's interest or other clog on title is involved, for a further period, depending on the need for clearance of such clog on the Title. (Separate sheets may be used):-*

Not available.

9. *Nature of Title of the intended Mortgagor over the property (whether full ownership right, leasehold rights, Occupancy/ possessory rights or Inam Holder or Govt. Grantee/ allottee etc.)*

Borrower will get ownership upon the property after payment of agreed amount as mentioned in registered document.

10.(a) *Encumbrances, Attachment, and/or claims whether of Government, Central or State or other Local authorities or Third party claims, Liens etc. and details thereof. If yes, give the details thereof. :- No,*

(b) The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.- **Not applicable.**

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

Latest to be collected

12. Details of RTC extracts/ mutation extracts/ Khata extracts pertaining to the property in question:-

1. M.E.no. 2487 dtd. 17.11.46 shows that owner of S. no. 11/1 Mr. Trimbak Laxman. Godse expired on 14.10.46 and the name of his sons Vithoba is recorded as Karat of the family.
2. M.E. no. 6662 shows that co owner of the property Gangubai Kisan Godse submitted an application for recording her name and name of her sons and daughters being the co owner of the property after the demise of Kisan Trimbak Godse.
3. M.E.no. 6757 shows that Vithoba Trimbak Godse expired on n 7.6.92 and he left behind sons Parashram, Shivaji, Digamber married daughters Muktabai Kale, Lilabai Porje, Ushabai Tajarpure, widow Chandrabhagabai.
4. M.E.no. 8292 shows that S. no. 11/1 partitioned between Mr. Parashram Vitthal and Gangubai Kisan Godse,
6. Shivaji Vitthal Godse, Gangubai Kisan Godse executed development agreement in favour of Matadi Construwell.

13. 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.**

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


15. The specific persons who are required to create mortgage/ to deposit documents creating mortgage:-

Mr. Balu Trimbak Palde

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

Date:-

Place:- Nashik


Signature of Advocate

Annexure C

1. Nature of title-(ownership/ leasehold/ occupancy/ Government grand/ allotments etc):- **Ownership**
2. If Leasehold, whether
 - a. Lease duly stamped and registered- **Not applicable.**
 - b. Lessee is permitted to mortgage the lease hold rights-**Not applicable.**
 - c. Duration of the Lease/un-expired period of lease-
Not applicable.
 - d. If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.- **Not applicable.**
3. If Govt. grant/ allotment/ Lease-cum/ Sale Agreement, Whether-
 - a) Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,- **Not applicable**
 - b) the mortgagor is competent to create charge on such property - **Yes**
4. If occupancy right, whether'
 - a. Such right is heritable and transferable- **Not applicable**
 - b. Mortgage can be created- **Not applicable**
5. a. Urban Land ceiling clearance, whether required and if so, details thereon.- **Not applicable, already construction is completed.**
- b. Whether No objection certificate under the Income Tax Act is required/ obtained:- **Not applicable**
6. 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**
7. If the property Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for enforcing, thereon,- **Not applicable**
8. In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained. :- **N.A. order is obtained.**
9. Whether the property is affected by any local laws (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, etc):- **Not applicable**
- 10a. 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**
- b. Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his/her/their share. :- **The**

possession will be delivered after payment of balance amount to the builder.

- c. *Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon- Not applicable*
- 11a. *In case of partnership firm, whether the property belongs to the firm and the deed is properly registered:- Not applicable*
- b. *Whether the persons(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.:- Not applicable*
- 12a. *Whether the property belongs to Limited Company, check the Borrowing powers, BOD resolution, Authorization to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar, Articles of Association./ provision for common seal etc. - Not applicable*
- b. *In case of Societies, Association, the required authority/ power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.:-*

Yet the builder have not formed society/ association or apartment, with respect to the building which builder has constructed upon the property described in schedule hence NOC from builder is required for mortgage.

13. *Whether mortgage is being created a POA holder, check genuineness of the Power of Attorney and the extent of the power given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, whether it is executed. :- Not applicable*
14. *If the property is a flat/ apartment or residential/ commercial complex, check.-*
- a. *Promoter's / Land Owner's title to the land/building-*
- Property owned by Shivaji, Digamber Vitthal Godse with the consent of Muktabai Kale, Lilabai Porje, Kalabai Tajanpure, Chandrabhagabai Godse**
- Developed by- Matadi Construwell.**
- b. *Development agreement/ Power of Attorney - Yes*
- c. *Extent of authority of the Developer/ Builder- Developer*
- d. *Independent title verification of the land and/or building in question- Developer has executed agreement of sale with respect to property described in schedule- II, in favour of borrower and it is registered documents, part payment is made and remaining is to be paid by availing loan*
- e. *Agreement for sale (duly registered)- Yes*
- f. *Payment of proper stamp- Yes.*

Shivaji

- g. *Conveyance in favour of Society/ Condominium concerned- **Yet to be completed***
 - h. *Occupancy Certificate/ allotment letter/ letter of possession.- **Yet not issued.***
 - i. *Membership details in the Society etc- **Yet society or apartment is not formed.***
 - j. *Share Certificate- **Not applicable.***
 - k. *No objection letter from the society- **Not applicable.***
 - l. *All legal requirement under the local/ municipal laws, regarding ownership of flats/ apartments/ building regulations, Development Control Regulations, Co-operative Societies' Laws etc. - **Yet Society or apartment is not formed.***
15. *Whether the property is a joint family property, mortgage is created for family benefit/ legal necessity, whether the Major Coparceners have no objection/joint in execution, minor's share if any, right of female members etc. :- **Not applicable***
16. *Pending Litigation/ Court attachment/ injunction./ stay orders./ acquisition by the Govt./ Local authorities etc. that could be ascertained. :- **No***
17. *Any other details required for the purpose-*
1. *After full and final disbursement possession receipt and sale deed with registration receipt is to be obtained.*

Annexure D

CERTIFICATE OF TITLE

*I have examined the Xerox copy agreement with registration receipt /Xerox copy of sale deed Title deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of *Registered/ Equitable/ English Mortgage and that the documents of title referred to in the opinion are valid evidence of Right, title and interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that: (*please specify the kind of Mortgage)*

Please do the equitable mortgage and record the charge of the bank in other rights column of 7/12 extract

1. *I have examined the Documents in details, taking in to account of all the Guidelines in the check list vide Annexure C and the other relevant factors.*

1A. *I confirm having made a search in the Land/Revenue record. I do not find anything adverse which would prevent the Title Holders from creating a valid **equitable Mortgage.***

1B. Following scrutiny of Land Records/ Revenue Records and relative Title Deeds, I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any has been clarified by making necessary enquiries:- **Not applicable**

2A. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1995 to 2009 pertaining to the immovable property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

2B. 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.**

3. Minor/(s) and his/their interest in the property/(ies) is to be extend of - **No.** (specify the share of the Minor with Name). (Strike out if not applicable).

4. The Mortgage if created, will be available to the Bank for the liability of the intending Borrower, **Mr. Balu Trimbak Palde**

5. I Certify that **Shivaji, Digamber Vitthal Godse with the consent of Muktabai Kale, Lllabai Porje, Kalabai Tajanpure, Chandrabhagabai Godse** has/have an absolute, clear and marketable title over the **Schedule I** and **Mr. Balu Trimbak Palde** with respect to property described in **schedule II** I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

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

- ~~1.~~ Original agreement of sale with registration receipt
- ~~2.~~ NOC from builder for mortgage
- ~~3.~~ Original payment receipt issued by builder in favour of borrower.
- ~~4.~~ N.A. tax payment receipt
5. 7/12 extract
6. Grampanchayat tax assessment extract ✓
7. After full and final disbursement possession receipt and sale deed with registration receipt is to be obtained.

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

SCHEDULE OF THE PROPERTY/IES.

SCHEULE I

All that piece and parcel of property bearing S. no. 11/1, measuring 3500 Sq. Mtrs. out of it 1166 Sq. Mtrs. situated at Sansari, within the limit of Grampanchayat Sansari, Tal. & Dist. Nashik which is bounded as -

Shivaji Godse

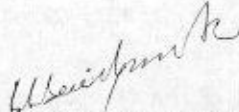
East	-	Part of S. no. 11/1
West	-	Morhiya sty
South	-	Ramkrishna's bungalow
North	-	Part of S. no. 11/1

SCHEDULE II

All that piece and parcel of constructed premises bearing Flat no. 06 on First floor measuring 550.00 Sq. Ft. i.e. 51.11 Sq. Mtrs. having its Grampanchayat House no. 973, in the building known as Vaishnav Prasad "B" Building, constructed upon plot described above, bounded as-

East	-	Flat no. 05
West	-	Open space
South	-	Flat no. 07
North	-	Open space

Place:-Nashik
Date. -


Signature of the Advocate.

San-11-1-B Buil

Mrs. Geetali V. Kulkarni

Advocate

6, "Ganadhish", Bldg. No 17,
Narsinha Nagar, Gangapur Road,
Nashik - 422013.
Mobile 7720045220



Mrs. Geetali V. Kulkarni

Advocate

Contact No : 7720045220

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

Ref. No. : 4445

Date: 27/02/2019

TITLE REPORT (Supplementary)

To,
State Bank of India,
RACPC, Nashik

Subject: Title report

Reference: Mr. Balu Trimbak Palde

Sir/ Madam,

The loan file of the above borrower/s was forwarded by you for ' Supplementary Title report'. Hence, we furnished this Title report for the property described in the Schedule.

1. Detailed 'Title Investigation Report (TIR)' Dtd 17/03/2009 with respect to the land-property has been given by **Adv. S. L. Deshpande**. In the said 'TIR', detailed documents has been scrutinized as listed & also the chain of Title by discussing the relevant Mutation Entries and finally the Certificate of Title in **Annexure D**. The said 'TIR' may kindly be deemed as Integral Part of the present 'Supplementary Title Report'. **This 'Supplementary Title report' is issued for the period further to the date of Aforesaid TIR.**
2. For our Title Report, following Documents were produced before us for our scrutiny:
 1. Copy of 'TIR' given by **Adv. S. L. Deshpande Dtd 17/03/2009** for the property as described in the schedule.
 2. Original Sale Deed in the name of Mr. Balu Trimbak Palde, Registered by Document No. NSN5-3427-2010 Dtd. 13/04/2010.
 3. Copy of 7/12 extracts of Sansari, Nashik Dtd 01/06/2018 for land bearing Survey No. 11/1.

(All the documents produced before me are the photocopies, except for the documents commented as 'Original')

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 Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

Equitable Mortgage is already in force. Ensure availability of Original Title Deeds in the custody of bank. AND Record the Add on charges (if any) of bank on revenue records.

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant 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 **Equitable Mortgage**

(Index II Search Fee paid-up of: ₹. 250/- vide Receipt Dtd. 26/02/2019 for the period of 2009 to 2019 & and are enclosed herewith).

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 prior Mortgage/ Charges/ Encumbrances of of M/s. State Bank of India on Property described in Schedule II** for the period from 2007 to 2018 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

The borrower/s has/have solemnly affirmed before me that there is charge/encumbrance on the said property of M/s State Bank of India.

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. Balu Trimbak Palde.**
9. I certify that **Mr. Balu Trimbak Palde** has / have an absolute, clear and Marketable title over the Schedule property/(ies) and that the same is free from all encumbrances.



CHALLAN
MTR Form Number-6



GRN	MH012402351201819E	BARCODE			Date	26/02/2019-13:59:59		Form ID				
Department	Inspector General Of Registration				Payer Details							
Type of Payment	Search Fee Other Items				TAX ID (If Any)							
					PAN No.(If Applicable)							
Office Name	NSK1_HQR SUB REGISTRAR NASHIK 1				Full Name	G V K						
Location	NASHIK				Flat/Block No.							
Year	2018-2019 From 01/01/2009 To 26/02/2019				Premises/Building							
Account Head Details				Amount In Rs.								
0030072201	SEARCH FEE			250.00	Road/Street							
					Area/Locality	Gprd						
					Town/City/District							
					PIN		4	2	2	0	1	3
					Remarks (If Any)	Vaishnav Prasad B Building Sansari Nashik Flat 6 Survey 11/1						
					Amount In	Two Hundred Fifty Rupees Only						
Total				250.00	Words							
Payment Details	STATE BANK OF INDIA				FOR USE IN RECEIVING BANK							
Cheque-DD Details					Bank CIN	Ref. No.	00040572019022680467		IK00YJAQQ1			
Cheque/DD No.					Bank Date	RBI Date	26/02/2019-14:00:26		Not Verified with RBI			
Name of Bank					Bank-Branch	STATE BANK OF INDIA						
Name of Branch					Scroll No. , Date	Not Verified with Scroll						

Department ID :

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
सदर चालन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करतावयाच्या दस्तासाठी लागू नाही.

Mobile No. : 7720045220

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

A) Before Loan Disbursement:

Equitable Mortgage is already in force. Bank is advised to ensure the custody of Borrower's Original Title Deeds for the earlier loan as advised in the 'TIR'. Also, obtain following listed recent Documents:

1. Original Sale Deed in the name of Mr. Balu Trimbak Palde, Registered by Document No. NSN5-3427-2010 Dtd. 13/04/2010 along with original Index II & Registration Receipt.
2. 7/12 extract.
3. Copy of recent Municipal Tax payment receipt.

B) After loan disbursement:

1. 7/12 extract indicating charges of the bank

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

It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES):

1. All that piece and parcel of land bearing **Part of Survey No. 11/1** admeasuring area **1166.00 Sq. Mtrs.** laying and being **Sansari, Nashik**, within the limits of Sansari Grampanchayat, Nashik and the said property being bounded as:

East	: Part of Survey No. 11/1
West	: Morhiya Sty
South	: Part of Survey No. 11/1
North	: Ramkrushna Bungalow

2. All that piece and parcel of **Flat No. 06**, admeasuring Total area of **51.11 Sq. Mtrs**, located on **First Floor**, constructed upon Aforesaid out of **Survey No. 11/1** as described in Schedule 1 named & Registered as the building known as "**Vaishnav Prasad - B Building**" and the said property being bounded as under :

East	: Flat No. 05
West	: Open Space
South	: Flat No. 07
North	: Open Space

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

Place: Nashik
Date: 27/02/2019


Signature of the Advocate

