



CHALLAN
MTR Form Number-6



GRN	MH016374593202425U	BARCODE			Date	18/02/2025-15:12:12	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Search Fee			TAX ID / TAN (If Any)				
	Other Items			PAN No.(If Applicable)				
Office Name	NSK1_HQR SUB REGISTRAR NASHIK 1			Full Name	Adv Swapnil Vikas Deshpande			
Location	NASHIK			Flat/Block No.				
Year	2024-2025 One Time			Premises/Building				
Account Head Details	Amount In Rs.		Road/Street					
0030072201 SEARCH FEE	325.00		Area/Locality					
			Town/City/District					
			PIN					
			4 2 2 0 0 9					
			Remarks (If Any)					
			Flat No 7 Saidarshan B Apartment Survey No. 104/1/1to12/Plot/29 to 30					
			Village Wadala					
			Amount In	Three Hundred Twenty Five Rupees Only				
Total	325.00		Words					
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque/DD Details			Bank CIN	Ref. No.	00040572025021894977	CPAEVDKIB7		
Cheque/DD No.			Bank Date	RBI Date	18/02/2025-15:12:48	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 : Mobile No. : 9921148657
NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
सदर चलन "ट्रिप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तासाठी लागू नाही.





SWAPNIL V. DESHPANDE

B.S.L. LL.B. ADVOCATE

FF : B D -06, Near Sakal Office & Maharashtra Acquirium, Thakkar Bazaar, New C.B.S. Nashik.
ob :-99211 48657. (e-mail – swapnildeshpande86@gmail.com).

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVEBLE PROPERTY.

Annexure – B

1.a)	Name of the Branch/Business unit/office seeking opinion.	STATE BANK OF INDIA.
b)	Reference No. and Date. Of the letter under the cover of which the documents tendered for Scrutiny are forwarded.	Through VVM
c)	Name of the Borrower.	MR. PRASHANT KRUSHNASINGH KOR.
2 a)	Type of Loan	--
b)	Type of Property	Residential Property
3 a)	Name of the Unit/ concern company/person offering the property /(ies) as security.	MR. PRASHANT KRUSHNASINGH KOR.
b)	Constitution of the Unit/concern Person/body/authority offering the property for creation of charge.	Individual
c)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower/s.
4. a)	Value of Loan (Rs. In Lacs)	--
5.	Complete or full description of the immovable property/ (ies) offered as security including the following details. a) (Survey Number/ CTS No. / Final Plot No b) Door No. /House No.- in case of house property) c) Extent / area including plinth / built-up area in case of house property d) location like name of the place, village, city, registration Sub – District, etc. & boundaries of the	All the piece and parcel of the property i.e. Flat No. 07 Built up area adm. 825.00 Sq. Feet i.e 76.67 Sq. Mtrs., on Second Floor out of the project “ SAIDARSHAN-B APARTMENT” Constructed Survey No. 104/1/1to12/Plot/29 to 30 area adm. 433.50 Sq. Mtrs (CTS No. 3978 & 3979), situated at Village -Wadala, Tal. & Dist. Nashik. Within the local limits of Nashik Municipal Corporation Nashik. And the same has been bounded as follow: East: Flat No. 06.



	property.	West: Open to Sky. South: Open to Sky. North: Staircase of Building.												
6.	Particulars of the documents were scrutinized – serially and chronologically.													
a)	<ol style="list-style-type: none"> 1) 7/12 extract & 6 D Mutaiton Entries for last 13 Years. 2) Copy of Approved Building Plan. 3) Copy of NA Order dated 31/05/1996. 4) Copy of Final Lay out Order dated 27/05/1996. 5) Copy of Commencement Certificate dated 21/07/2012. 6) Copy of Completion Certificate dated 13/12/2013. 7) Copy of Development Agreement dated 12/04/2012 along with the receipt of registration (NSK-5, Reg. No. 3138). 8) Copy of General Power of Attorney dated 12/04/2012 along with the receipt of registration (NSK-5, Reg. No. 3139). 9) Copy of Sale Deed dated 18/02/2012 along with the receipt of registration (NSK-5, Reg. No. 1482). 10) Copy of TDR Sale Deed dated 18/07/2012 along with the receipt of registration (NSK-3, Reg. No. 7518). 11) Copy of TDR Sale Deed dated 18/07/2012 along with the receipt of registration (NSK-3, Reg. No. 7519). 12) Copy of Agreement to Sale dated 03/08/2013 along with the receipt of registration (NSK-5, Reg. No. 9108). 13) Copy of Deed of Apartment dated 07/01/2014 along with the receipt of registration (NSK-3, Reg. No. 209). 14) Copy of Notrized Agreement to Sale dated 11/02/2025. 													
b)	<p>Nature of documents verified and as to whether they are original or certified copies or registration extracts duly certified.</p> <p>Note – Only Original or certified extracts from the registering / land/ revenue / other authorities be examined.</p> <table border="1"> <thead> <tr> <th>Sr. No</th> <th>Date</th> <th>Name / Necture of document</th> <th>Original/Certified copy/Certified Extract/Photocopy etc.</th> <th>In cae of copies whether the original scrutinized by the advocate</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>Copy of 7/12 Extract & 6 D Mutation Entries for last 13</td> <td>Photocopy</td> <td>Yes</td> </tr> </tbody> </table>				Sr. No	Date	Name / Necture of document	Original/Certified copy/Certified Extract/Photocopy etc.	In cae of copies whether the original scrutinized by the advocate			Copy of 7/12 Extract & 6 D Mutation Entries for last 13	Photocopy	Yes
Sr. No	Date	Name / Necture of document	Original/Certified copy/Certified Extract/Photocopy etc.	In cae of copies whether the original scrutinized by the advocate										
		Copy of 7/12 Extract & 6 D Mutation Entries for last 13	Photocopy	Yes										

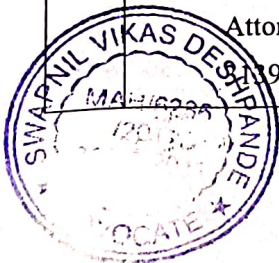


SS

		Years.		
2	-----	Approved Building Plan.	Photocopy	Yes
3	31/05/1996	NA Order	Photocopy	Yes
4	27/05/1996	Final Lay out Order	Photocopy	Yes
5	21/07/2012	Commencement Certificate	Photocopy	Yes
6	13/12/2013	Completion Certificate	Photocopy	Yes
7	03/08/2013	Agreement to Sale (NSK-5, Reg. No. 9108).	Original	Yes
8	07/01/2014	Deed of Apartment (NSK-3, Reg. No. 209).	Original	Yes
9	11/02/2025	Notrized Agreement to Sale	Original	Yes
7 a)	Whether certified copies of all title documents are obtained from the relevant Sub – Registrar office and compared with the documents made available by the proposed mortgager? (Please also enclose all such certified copies & relevant fee receipts along with the TIR.)		Certified copy is not obtained Vendors Original Title Deeds are available. Purchaser Original Notrized Agreement to Sale available.	
b)	Whether all pages in the certified copies of title documents which are obtained directly from Sub – Registrars office have been verified page by page with the original document submitted?		Certified copy is not obtained Vendors Original Title Deeds are available. Purchaser Original Notrized Agreement to Sale available.	
8 a)	Whether the records of registrar’s office or revenue authority relevant to the property in question are available for verification through any online portal or computer system?		Yes, and an online search has been made of updated records. The revenue record was not updated online.	
b)	If such online / computer records are available, whether any verification or cross-checking are made and the comments/findings in this regard.		As per the online record, the sale deed in favor of the incumbent is found in order.	
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?		No.	
d)	Whether the proper registration of documents		No	



	completed. Details thereof to be provided.	
9 a)	The property offered as security falls within the jurisdiction of which Sub – Registrar Office?	All the Sub – Registrar office of Nashik.
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/ Dist. Registrar. Registrar General. If so please name all such offices?	The present property is subject to the preview of all Sub – Registrar offices of Nashik. i.e. Nashik 1 to 7
c)	Wheter search has been made at all the offices named at (B) above?	Yes, online search has been made.
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.
10 a)	Chain of tile tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecesors in title /interest to the current title holder. 1. The Collector of Nashik issued a Permission to use the Survey No. 104/1/1to12, for Non Agricultural Purpose vide letter No. Maha/Kaksh-3/NA/127/1996 on 31/05/1996. 2. The Nashik Municipal Corporation Nashik approved a Final Lay out Plan in respect of Survey No. 104/1/1to12, vide letter No. Javak No/Nagar Rachna Vibhag/Antim/72/598 on 27/05/1996 the same has been Sub-divided into various parts and same Plot No. 33 is Subject matter of present title. 3. Mr. Dhananjay Ganesh Joshi owned & possessed the Plot No. 29 under reference before the year 2011. 4. Mr. Dhananjay Ganesh Joshi executed Development Agreement & General Power of Attorney in favor of M/s Rukmini Construction Partnership firm through Partner Mr. Vijay Tulsiram Sonawane & Mr. Dipak Rampratap Agrawal in respect of Plot No. 29 area adm. 204.00 Sq. Mtrs., the said Development Agreement & General Power of Attorney is registered in the office of Sub-registrar Nashik-5, vide Reg. No. 3138 & 3139 on 12/04/2012 thereby developers acquired development rights of the said	



property and right to do acts and deeds of behalf of the owner in the respect of said property and mutated to the owners column of 7/12 extract vide Mutation Entry No. 12218 on 31/10/2012.

5. Mr. Sudhir Jaganath Hole owned & possessed the Plot No. 30 under reference before the year 2011
6. M/s Rukmini Construction Partnership firm through Partner Mr. Vijay Tulsiram Sonawane & Mr. Dipak Rampratap Agrawal Purchased Plot No. 30 area adm. 229.50 Sq. Mtrs., from Mr. Sudhir Jaganath Hole by way Sale Deed is registered in the office of Sub-registrar Nashik-5, vide Reg. No. 1482 on 18/02/2012 accordingly purchaser acquired ownership rights of said property and name of owners mutated to the owners column of 7/12 extract vide Mutation Entry No. 11454 on 18/02/2012.
7. M/s Arjun Builders & Developers through Partners Mr. Mayur Vasant Kapate executed a TDR Sale Deed in favor of M/s Rukmini Construction Partnership firm through Partner Mr. Vijay Tulsiram Sonawane & Mr. Dipak Rampratap Agrawal in respect of area adm. 20.00 Sq. Mtrs., the said TDR Sale Deed is registered in the office of Sub-registrar Nashik-3, vide Reg. No. 7518 on 18/07/2012.
8. Shree Buildcon & Associates through Partner Mr. Bajirao Keshavrao Suryawanshi executed a TDR Sale Deed in favor of M/s Rukmini Construction Partnership firm through Partner Mr. Vijay Tulsiram Sonawane & Mr. Dipak Rampratap Agrawal in respect of area adm. 155.00 Sq. Mtrs., the said TDR Sale Deed is registered in the office of Sub-registrar Nashik-3, vide Reg. No. 7519 on 18/07/2012.
9. Mutation Entry No. 12892 dated 08/10/2013 show that the land owner / plot owner got amalgamation of Plot No. 29 & 30 which is approved by Nashik Municipal Corporation Nashik vide letter No. Ektrikaran/LND/BP/A4/124/2071/12 on 21/07/2012 by virtue same Plot No. 29 & 30 are amalgamated and new 7/12 extract were formed out of the Plot No. 29/30 is Subject matter of present title.
10. The owner/developers Prepared a Building Plan for construction over the said land Plot No. 29/30 the same has been approved by Nashik Municipal Corporation Nashik vide letter No. LND/BP/A4/124/2071/12 on 21/07/2012.



11. Mutation Entry No. 15000,15754 are in respect of computerization of revenue record, therefore not commented.

12. Mutation Entry No. 2202, 22534 & 13628 are irrelevant as far as this report is concern. Hence need not to comment.

13. **MR. MAHENDRA DEVSING SOLUNKE** agreed to purchase Flat No. 07 Built up area adm. 825.00 Sq. Feet i.e 76.67 Sq. Mtrs., on Second Floor out of the project "SAIDARSHAN-B APARTMENT" M/s Rukmini Construction Partnership firm through Partner Mr. Vijay Tulsiram Sonawane, Mr. Dipak Rampratap Agrawal & Mr. Dhananjay Ganesh Joshi through General Power of Attorney holder M/s Rukmini Construction Partnership firm through Partner Mr. Vijay Tulsiram Sonawane & Mr. Dipak Rampratap Agrawal executed a Agreement to Sale which is registered in the office of Sub-registrar Nashik-5, vide Reg. No. 9108 on 03/08/2013.

14. After Completed Construction work over the said land Plot No. 29/30 thereby Nashik Municipal Corporation Nashik issued a Completion Certificate vide letter No. Javak No/Nagar Rachna Vibhag/A4/16305/4038 on 13/12/2013.

15. The owner/developers executed a Deed of Declaration in respect of said building "SAIDARSHAN-B APARTMENT" the said Deed of Declaration is registered in the office of Sub-registrar Nashik-3, vide Reg. No. 10353 on 18/12/2013 and mutated to the owners column of 7/12 extract vide Mutation Entry No. 19531 on 21/12/2021. The name of **MR. MAHENDRA DEVSING SOLUNKE** mutated for Flat No. 7 under reference in the said mutation entry.

16. After fulfillment of terms and condition Agreement to Sale M/s Rukmini Construction Partnership firm through Partner Mr. Vijay Tulsiram Sonawane, Mr. Dipak Rampratap Agrawal & Mr. Dhananjay Ganesh Joshi through General Power of Attorney holder M/s Rukmini Construction Partnership firm through Partner Mr. Vijay Tulsiram Sonawane & Mr. Dipak Rampratap Agrawal executed a Deed of Apartment in respect of Flat No. 07 Built up area adm. 825.00 Sq. Feet i.e 76.67 Mtrs., on Second Floor out of the project "SAIDARSHAN-B

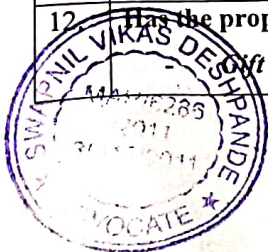


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	<p>APARTMENT” in favor of MR. MAHENDRA DEVSING SOLUNKE the said Deed of Apartment is registered in the office of Sub-registrar Nashik-3, vide Reg. No. 209 on 07/01/2014 thereby purchaser acquired ownership rights of said Flat.</p> <p>17. MR. PRASHANT KRUSHNASINGH KOR agreed to purchase Flat No. 07 Built up area adm. 825.00 Sq. Feet i.e 76.67 Sq. Mtrs., on Second Floor out of the project “SAIDARSIHAN-B APARTMENT” Mr. Mahendra Devsingh Solunke executed a Notrized Agreement to Sale in favor of the purchasers The Agreement to Sale is duly notarized before Advocate & Notary Adv. Ravindra D. Tajane vide Sr. No. 1328/2025 on 11/02/2025.</p> <p>18. On the basis of the same discussion it can be said that the title of the said property i.e. Flat No. 07 is absolute, free, clear and marketable, and the property is unencumbered. MR. PRASHANT KRUSHNASINGH KOR will acquired ownership right in respect of said property after registration of Deed of Apartment and after they can mortgage said property to the State Bank of India, by way of Equitable Mortgage, with the consent of Mr. Mahendra Devsingh Solunke.</p>	
b)	<p>Whether Minors interest or other colg on tile is involved, search should be made for a further period, depending on the need for clearance of such clog on the title.</p> <p>In case of property offered as security for loans of Rs. 1.00 Cr. And above, search of title / encumbrances for a period of not less than 30 years is mandatory. (Separate sheet may be used).</p>	No Minors interest.
c)	<p>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 reason for coming to such conclusion.</p>	No Minors interest.
11. a)	<p>Nature of Title of the intended Mortgagor over the property (where the full ownership rights.</p>	Ownership Right



	Leasehold Rights, Occupancy /Possessory Rights or Inam Holder or Govt. Grantee/Allotee etc.)	
	If ownership Rights	
a)	Details of the Conveyance Documents	Deed of Apartment is not registered yet.
b)	Whether the document is properly stamped	No
c)	Whether the document is properly registered.	No
	If Leasehold Rights	
a)	Lease Deed is duly stamped & registered.	NA
b)	Lessee is permitted to mortgage the leasehold right/s.	No.
c)	Duration of the Lease / unexpired period of lease.	No.
d)	If, sub lease, check the lease deed in favor of lessee as to whether lease deed permits sub – leasing and mortgage by sub – lessee also.	No.
e)	Whether the lease hold rights permits for the creation of any superstructure (if applicable)?	No.
f)	Right to get renewal of the leasehold rights and nature thereof.	Nil.
	If Govt. Grant/allotment/Lease-cum/sale Agreement/Occupancy/Inam holder/ Allotee etc, whether,	
a)	Grant /agreement etc. provides for alienable rights to the mortgagor with or without conditions?	No Govt. Allotment.
b)	the mortgagor is competent to create charge on such property?	No
c)	any permission from govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	No.
	If Occupancy Certificate right, whether;	
	a) Such right is heritable and transferable,	NA
	b) Mortgage can be created.	NA
12	Has the property has been transferred by way of Gift/ Settlement Deed/whether ; - Gift Deed Not involved.	

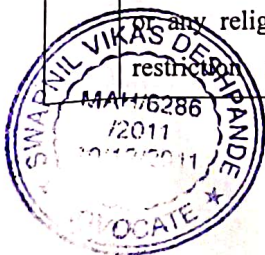


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a)	The Gift/Settlement Deed is duly stamped and registered.	No.
b)	The Gift/Settlement Deed has been attested by two witnesses.	No
c)	Whether there is any restriction on the other hand executing the gift/settlement deed in question?	No
d)	The Gift/Settlement deed transfers the property to Donee;	No
e)	Whether the Donee has accepted the Gift by signing the gift / settlement deed/s or by a separated writing or by implication or by actions?	No
f)	Whether the donee is in possession of the gifted property.	No
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.	No
h)	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No
13	Has the property been transferred by way of Partition /family settlement deed – No Partition Deed.	
a)	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	Not Applicable
c)	and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
d)	Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	Not Applicable
e)	In respect of partition by a decree of court, whether such decree has become final and all	Not Applicable



	other conditions / formalities are completed /complied with.	
f)	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
14.	Whether the title documents include any testamentary documents/wills?- No Will involved	
a)	In case of wills, whether the will is registered will or unregistered will?	Not Applicable
b)	Whether will in the matter needs a mandatory probate and if whether the same is probated by a competent court?	Not Applicable
c)	Whether the property is mutated on the basis of will?	Not Applicable
d)	Whether the original will is available?	Not Applicable
e)	Whether the original death certificate of the testator is available.	Not Applicable
f)	What are the circumstances and /or documents to establish the will in question is the last will of the testator?	Not Applicable
g)	(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 validity of the will, all parties have acted upon the will, etc. which is/are relevant to rely on the will, availability of mother/original title deeds are to be explained.)	Not Applicable
15.	Wheter the property is subject to any Wakf rights/ belongs to church /temple or any religious /other institutions.	
a)	Whether the property belongs to church temple or any religious / other institution having any restriction in creation of charges on such	No.



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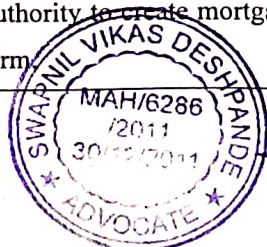
	properties.	
b)	Precautions / permissions, if any in respect of the above cases for creation of mortgage?	No.
16. a)	Where the property is a HUF/joint family property	No HUF involved.
b)	Whether mortgage is created for family benefits/ legal necessity, whether the major coparcener have no objection /join in execution, minors share if any, rights of female member etc.	Not Applicable.
c)	Please also comment on any other aspect which may adversely affect the validity of the security in such cases?	Not Applicable.
17. a)	Whether the property belongs to any trust or is subject to the rights of any trust?	No.
b)	Whether the trust is a private or public trust any whether trust deed specifically authorizes the mortgage of the property.	Not Applicable.
c)	If so additional precautions/ permissions to be obtained for creation of valid mortgage?	Not Applicable.
d)	Requirements, if any for creation of mortgage as per the central/ state laws applicable to the trust in the matter.	Not Applicable.
18.	Is the property an Agricultural land :- No the property is Non – Agricultural property.	
a)	Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/ enforcement of mortgage.	Not Applicable
b)	In case of Agricultural property other relevant records/documents as per local laws, If any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable.
c)	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether	Residential Property Residential N.A permission is obtained vide letter No.



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Swapnil Deshpande
Advocate

	requisite procedure followed/ permission obtained.	Maha/Kaksh-3/NA/127/1996 31/05/1996.	on
19.	a) 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.	
	b) Additional aspects relevant for investigation of title as per local laws.	No.	
20.	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.	
21.	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 lease comment on such seal/ marking.	No.	
22.	a) In case of Partnership firm, whether the property belongs to the firm and the Deed is properly registered.	No.	
	b) Property belonging to partners, whether thrown on hot chop? Whether formalities for the same have been completed as per applicable laws?	Yes	
	c) Whether the person/s, creating mortgage has/have authority to create mortgage for and on behalf of firm.	No	



23. a)	Whether the property belongs to a Limited Company. Check the Borrowing powers, BOD 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.	No Pvt. Ltd., Company.
b/1.	Whether the property (to be mortgaged) is purchased by the above Company from any Company or Limited Liability Partnership Firm ? Yes / No.	No.
b/2	If yes , whether the search of charges of the property (to be mortgage) has been carried out with registrar of Companies (ROC) in respect of such vendor company / LLP (seller) and vendor company (Purchaser) ?	Not applicable.
b/3	Whether the above search of charges reveals any prior charges / encumbrances, on the property (Proposed to be mortgage) created by the vendor company (Seller)?	Not applicable.
b/4	iv) if the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied ?	Not applicable.
24.	In case of societies, association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No Society property.
25. a)	Whether any POA is involved in the chain of title?	Yes POA involved
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 favor of the builder/developer and such is irrelevant as per law.	Yes DA involved



Swapnil Deshpande
Advocate

c)	In case of the title documents is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the builder/s viz. Company/ies / firm/s, public, individual or Proprietary concerns in favor of their Partner/s, Employee/s, Authorized representative to sign Flat Allotment Letters, NOC's Agreements of Sale , Sale Deeds, etc. in favor of buyers of Flats / units (Builders POA) or (ii) other type of POA (Common POA).	Yes.
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.	Builders POA.
e)	In case of Common POA (i.e. POA other than builder's POA), please clarify the following clauses in respect of POA. 1) Whether the original POA is verified and the title investigation is done on the basis of original POA? 2) Whether the POA is registered one? 3) Whether the POA is Special or General one? 4) Whether the POA contains a specific authority for execution of title documents in question?	Common POA. POA is verified Yes. General POA No
f)	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of Sub – Registrar also?)	No record found that POA is revoked
g)	Please Comment of the genuineness of POA?	POA is genuine
h)	h) The unequivocal opinion on the enforceability and validity of the POA?	No.
26.	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	Not Applicable.



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	executed/ stamped/ authenticated in terms of the law of the place, whether it is executed.	
27.	If the property is a Flat/apartment or residential /commercial complex.	
a)	Promoters /Land Owner's title to the land/building,	Flat.
b)	Development Agreement /Power of Attorney,	Yes
c)	Extent of authority of the Developer/builder,	Yes
d)	Independent title verification of the Land and/or building in question,	No.
e)	Agreement for Sale (duly registered)	No.
f)	Payment of Proper Stamp duty,	No.
g)	Requirement of registration of Sale Agreement, Development Agreement, POA, etc.	Yes. Deed of Apartment.
h)	Approval of building plan, permission of appropriate /local authority , etc.;	Yes.
i)	Conveyance in favor of Society/Condominium concerned,	Declaration Deed is registered.
j)	Occupancy Certificate / Allotment Letter / Letter of Possession;	Completion Certificate is obtained.
k)	Membership details in the Society etc.	Not applicable.
l)	Share Certificate,	Not applicable.
m)	No Objection Letter/ Certificate from the society.	Not Applicable.
n)	All legal requirements under the local/Municipal laws, regarding ownership of Flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies; Laws etc.	Nil.



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o)	Requirements, for nothing the Bank charges on the record of the Housing society, if any;	No.
p)	If the property is vacant land and construction is yet to be made, approval of lay – out and other precaution if any:	Subject matter property is Flat.
q)	Whether the numbering pattern of the units / Flats tally in all documents such as approved plan, agreement plan etc.	Yes.
ii.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act 2016? Yes/ No.	Not Applicable.
ii.B	Whether the project is registered with the Real Estate Regulatory Authority? if so, the details of such registration are to be furnished,	Not Applicable.
ii.C	Whether the registered agreement for sale as prescribed in the above Act/ Rules there under is executed?	Not applicable.
ii.D	Whether the details of the apartment / plot in question are verified with the list of number and types of apartment or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	No.
28.	Encumbrances, Attachments, 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
29.	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.	No
30.	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	Paid up to date.
31. 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.
32. a)	Details of RTC extracts /mutation extracts/Khata extracts pertaining to the property in question.	Not Applicable.
b)	Whether the name of mortgagor is reflected as owner in the revenue / municipal / village records?	Vendors name is muated in 6 D Mutation Entry.
33. a)	Whether the property offered as security is clearly demarcated?	Yes.
b)	Whether the demarcation / partition of the property are legally valid?	Yes.
c)	Whether the property has clear access as per documents?	Yes.
34. a)	Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny? a) Document in relation to electricity connection ; b) Document in relation to water connection c) Document in relation to sales tax registration, if any applicable; d) Other utility bills, if any.	Yes Yes
b)	Descrrepancy /doubtful circumstances, if any revealed on such scrutiny?.	No
35. a)	Whether the documents i.e. valuation report / approved sanction plan reflect /indicate any difference/ descrrepancy in the boundaires in relation to the title document/other document. (if the valuation report and /or approved plan are not available at the time of preparation TIR, please provide these comments subsequently, on receipt of the same).	No
36. a)	Whether the bank will be able to enforce SARFESI ACT, if required against the property offered as security?	Yes.



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b)	Property is SARFAESI complaint (Y/N)	Yes.
37.	Whether original title deeds are available for creation of equitable mortgage.	Vendors Original Title Deed are available. Purchaser Original Notrized Agreement to Sale is available.
b)	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposited of certified extracts duly certified etc, as also any precaution to be taken by the bank in this regard.	Vendors Original Title Deed are available. Purchaser Original Notrized Agreement to Sale is available.
38.	Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security.	No
39.	The Specific persons who are required to create mortgage / to deposit documents creating Mortgage.	MR. PRASHANT KRUSHNASINGH KOR.

Place- Nashik.

Date :- 18/02/2025


SIGNATURE OF THE ADVOCATE

Swapnil Vikas Deshpande
BSL LL B

ADVOCATE
Mob.No.9921148657
9890599557

Annexure C

Certificate of Title

- 1) I have examined the Original Title Deeds of Vendor & Original Notary Agreement to Sale of Purhcaser intended to be deposited relating to the schedule property (ies) and offered as security by way of (Please specify the kind of mortgage) **Equitable Mortgage** and 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. I further certify that;



- 2) I have examined the documents in detail, taking into account of all the guidelines in the check list vide **Annexure B** and the other relevant factors.
- 3) I confirm having made a search of the available record in the Land/Revenue Records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar/s offices, 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 caused to the Bank due to negligence on my part or by my agent in making Search.
- 4) In case of Loans to Housing Project/approval of Housing Projects or Home loans for flats in Housing Projects, I confirm having made the search of the proposed development site and state that it is not in Prohibited/Regulated Area, under The Ancient Monuments and Archaeological Sites and Remains Act 2010 and prior permission has been obtained from NMA (National Monumnants Authority), wherever required.
- 5) Following Scrutiny of Land Record/ Revenue Record and relative Title Deeds, certified/ Original of such title deeds obtained from the concern 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.
- 6) There are no prior mortgage/ charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate the period from 2012 to 2025 pertaining to the immovable property/ (ies) covered by above said Title deeds. **The property is free form all encumbarances.**
- 7) 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):-



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- 8) Minor/(s) and his/ their interest in the property/ (ies) is to be extent of- No (Specify the share of the minor with name). (Strike out if not applicable). **NIL.**
- 9) The Mortgage if created will be available to the Bank for the liability of the intending Borrower - **MR. PRASHANT KRUSHNASINGH KOR.**
- 10) I certify that, **MR. PRASHANT KRUSHNASINGH KOR** will acquired ownership title, the title of the property is absolute, clear and marketable over the schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
- 11) 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 ;-

List of Documents to be obtained - (Before Disbursement) -

- 1) Copy of 7/12 extract & 6 D Mutaiton Entries for last 13 Years.
- 2) Copy of Approved Building Plan.
- 3) Copy of Commencement Certificate dated 21/07/2012.
- 4) Copy of Completion Certificate dated 13/12/2013.
- 5) Original Agreement to Sale dated 03/08/2013 along with the receipt of registration (NSK-5, Reg. No. 9108).
- 6) Original Deed of Apartment dated 07/01/2014 along with the receipt of registration (NSK-3, Reg. No. 209).
- 7) Original Notrized Agreement to Sale dated 11/02/2025.

(After Disbursement) -

- 1) Notice of intimation of Equitable Mortgage is to be executed and registered and its receipt of registration is to be obtained on record.
- 2) Original Deed of Apartment in favour of Mortgagor/ Borrower along with the receipt of registration.

11. There are no legal impediments for creation of the mortgage under any applicable law/ Rules in force. And the charge of the Bank is to be mutated to the revenue record of the property extract of the said property i.e. subject matter of the present



12. The subject matter property is Non - Agricultural property, therefore the provisions of SARFAESI Act are applicable to the same, and the Bank can enforce the SARFAESI Act.

Schedule of the Property /ies.

All the piece and parcel of the property i.e. Flat No. 07 Built up area adm. 825.00 Sq. Feet i.e 76.67 Sq. Mtrs., on Second Floor out of the project “SAIDARSHAN-B APARTMENT” Constructed Survey No. 104/1/1to12/Plot/29 to 30 area adm. 433.50 Sq. Mtrs (CTS No. 3978 & 3979), situated at Village -Wadala, Tal. & Dist. Nashik. Within the local limits of Nashik Municipal Corporation Nashik. And the same has been bounded as follow:

East: Flat No. 06.

West: Open to Sky.

South: Open to Sky.

North: Staircase of Building.

Date:- 18/02/2025.

(All document returned herewith)



Signature of the Advocate



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