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[अहस्तांतरणीय]

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શીઘ્ર-ઉપચાર.

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ਯੋਜੇ ਅਨੰਦਵਾਲੀ

दिनांक/Date

सं. नं. ३८१६ + ३८१६/३८

॥ श्रीगणेशाय नमः ॥ श्रीगणेशाय नमः ॥ श्रीगणेशाय नमः ॥

बायका

1940.6

(रुपये/Rupees.

of पञ्चाश पञ्चास भास —

यांकरिता मिळाले.

on account of.

रोखपाल व. लेखापाल

Cashier or Accountant.

सह. मुख्यमन्त्री निधिधक वर्ग-२
(Signature)
(Designation)
नाशिक-४.

ये.का.मु.--५०,००० पु. (२०० पानी)--१-२०१२-- $\frac{9}{3}$ पीएच*--(एच) ३०४.

**-PROJECT APPROVAL OF PRABHU,S ATLANTIS-****Title Investigation Report (TIR)****Annexure -B**

1.a)	Name of the Branch/Business unit/office seeking opinion.	State Bank of India Nashik.
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.	M/s. Pacific Builders Partnership Firm Through its Partners :- 1)Mr. Prashant Harchand Patil 2)Mrs. Sonal Prashant Patil
2.a)	Name of the Unit/ concern company/person offering the property /(ies) as security.	M/s. Pacific Builders Partnership Firm Through its Partners :- 1)Mr. Prashant Harchand Patil 2)Mrs. Sonal Prashant Patil
b)	Constitution of the Unit/concern Person/body/authority offering the property for creation of charge.	M/s. Pacific Builders Partnership Firm Through its Partners :- 1)Mr. Prashant Harchand Patil 2)Mrs. Sonal Prashant Patil
c)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower/s.
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details. (Survey Number/ CTS No. / Door No. /House No.- in case of house property), extent / area including plinth / built up area in case of house property and location like name of the place, village, city, registration Sub - District etc. &	All the piece and parcel of i.e. Plot No. 01 total area admeasuring 9426.66 Sq. Mtrs., out of the same area admeasuring 5300.00 Sq. Mtrs., attached / adjoining with the northern side 15 Meter Road + D.P. Road admeasuring 2575.00 Sq. Mtrs., & construction made or to be made out of the Survey No. 39/1B+39/1B/3 to 9 (As per Lay out S. No. 39/1B/3 to 9), the property

	boundaries of the property.	situated at village - Mauje - Anandwalli, Tal. & Dist. Nashik. And the same is bounded as per the sanctioned building Plan. And the Plot No. 01 bounded as - East - Adj. S. No. 38. West - 15 Meter D.P. Road. South - Adj. NMC Open Space & Remaining area of Plot No. 01. North - Adj. S. No. 38 (P) Plot No. 33 to 38.
4.a)	Particulars of the documents scrutinized - serially and chronologically. 1. Relevant 7/12 extract & Mutation Entries. 2. Copy of N. A. Order dated 02/05/2012. 3. Copy of Lay out sanction letter dated 30/01/2013. 4. Original Sale Deed dated 29/04/2013.(NSK-1, Sr. No. 4429). 5. Copy of T.D.R. Sale Deed dated 26/12/2013 (NSK-5, Sr. 14200). 6. Copy of Commencement Certificate dated 27/12/2013.	
b.	Nature of documents verified and as to whether they are original or certified copies or registration extracts duly certified. Note - Only Original or certified extracts from the registering / land/ revenue / other authorities be examined. 1. Relevant 7/12 extract & Mutation Entries. 2. Copy of N. A. Order dated 02/05/2012. 3. Copy of Lay out sanction letter dated 30/01/2013. 4. Original Sale Deed dated 29/04/2013.(NSK-1, Sr. No. 4429). 5. Copy of T.D.R. Sale Deed dated 26/12/2013 (NSK-5, Sr. 14200). 6. Copy of Commencement Certificate dated 27/12/2013.	
5.	Whiter certified copy 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.)	

**CHINDHADE
& ASSOCIATES****Manish S. Chindhade
Mayur S. Chindhade**

Advocates

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Old Pandit Colony, Nashik. Tel.: 0253 -2232199, Email: chindhade.advocates@gmail.com

6.a)	Whether the records of registrar office or revenue authority relevant to the property in question are available for verification through any online portal or computer system?	Yes, and online search has been made of updated record. Revenuer record was not updated on online.
b)	If such online / computer record are available, whether any verification or cross checking are made and the comments / findings in this regard.	As per online record the Sale Deeds is executed in favour of Developer/Owner 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.
7.a)	Property offered as security falls within the jurisdiction of which Sub – Registrar Office?	All Sub – Registrar offices of Nashik, i.e. (Sub Reg. Office NSK -1, 2, 3, 4 &5).
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 Sub Reg. Office NSK -1, 2, 3, 4 & 5 of Nashik.
c)	Whether search has been made at all the offices named at (b) above?	Search has been made of available record in all sub – registrar offices of Nashik.
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, not such found from available record.

8) Flow of titles tracing the title from oldest title deeds 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 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.

- A) It appears from record that initially S.No.39/1B, was owned by Mrs. Zingarabai Sitaram Gangurde & others before the year 1984.
- B) Mrs. Zingarabai Sitaram Gangurde repaid the loan availed from the Union Bank of India Branch Nashik, therefore said bank issued letter to that effect and accordingly charge of Union Bank deleted from the other rights column of the property extract vide Mutation Entry No. 1325 dated 13/02/1986.
- C) The owner of S. No. 39/1B, Mrs. Mrs. Zingarabai Sitaram Gangurde and the owner of S. No. 41/1 got partition of the said land amongst them selves. Therefore area admeasuring 1H.38R.+ Pot Kharaba 0H.08R. came to the share of Mr. Shankar Sitaram Gangurde & Jayavantabai Shankar Gangurde and his name mutated to the owner's column of the property extract vide Mutation Entry No. 1583 dated 04/03/1989.
- D) The owners of S. No. 39/1B, Mrs. Jayvantabai Shankar Gangurde & Mr. Shankar Gangurde got partition of the said land amongst their sons. Thereby area admeasuring 0H.46R. Hissa No. 1, came to the share of Mrs. Jayvantabai Gangurde, area admeasuring 0H.20R. Hissa No. 2, came to the share of Mr. Shankar Gangurde, area admeasuring 0H.20R. Hissa No. 3, came to the share of Mrs. Mandakini Salave, area admeasuring 0H.10R. Hissa No. 4, came to the share of Mr. Prakash Gangurde, area admeasuring 0H.10R. Hissa No. 5, came to the share of Mr. Prabhakar Gangurde, area admeasuring 0H.10R. Hissa No.6, came to the share of Mr. Sanjay Gangurde, area admeasuring 0H.10R. Hissa No. 7, came to the share of Mr. Manohar Gangurde, area admeasuring 0H.10R. Hissa No. 8, came to the share of Mr. Bharat Gangurde, area admeasuring 0H.10R. Hissa No. 9, came to the share of Mr. Sharad Gangurde and accordingly theirs names mutated to the owners column of the property extract vide Mutation Entry No. 2637 dated 27/02/1997.
- E) The owners of S. No. 39/1B, Mr. Shankar Gangurde & other repaid the loan obtained from the Central Godavari Krushak Seva Sahakari Sanstha Ltd. Gangapur and the society issued letter to that effect on 28/11/2011 therefore the name & charge of society deleted from the other rights column of the property extract vide Mutation Entry No. 8082 dated 30/11/2011.



- F) The owners Mrs. Jayvantabai Gangurde and others prepared lay out in respect of area admeasuring 9426.66 Sq. Mtrs., of S. No. 39/1B+39/1B/3 to 9. The same is sanctioned by Nashik Municipal Corporation Nashik vide letter No. Nagar Rachana Vibhag/Antim/Satpur/B-1/33 on 30/01/2013. Therefore said land sub – divided in to various plots and thereby the subject matter of the present title i.e. Plot No. 01 came in to existences. It further appears that, said land converted in to Non – Agricultural land as per the order passed by Collector Nashik, vide order no. Maha/Kaksh-3/4/N.A. Letter No./137/2012 on 02/05/2012 and effect of the same has been brought to the revenue record vide Mutation Entry No. 8913 dated 11/02/2013.
- G) M/s. Pacific Builders Partnership Firm through its Partners - Mr. Prashant Harchand Patil & Mrs. Sonal Prashant Patil purchased the Plot No. 01 area admeasuring 9426.66 Sq. Mtrs., out of the same area admeasuring 5300.00 Sq. Mtrs., attached / adjoining with the northern side 15 Meter Road and D.P. Road admeasuring 2575.00 Sq. Mtrs., = Total area adm. 7875.00 Sq. Mtrs., & construction made or to be made out of the Survey No. 39/1B+39/1B/3 to 9 (As per Lay out S. No. 39/1B/3 to 9), from owners Mrs. Mandakini Uttamrao Salave & others by Sale Deed, the said Sale Deed registered in office of Sub-Registrar, Nashik vide Serial No. 4429 on 29/04/2013, therefore name of purchasers mutated to the owners column of property extract vide Mutation No. 9038 dated 03/05/2013.
- H) Area admeasuring 2575.00 Sq. Mtrs., out of the Plot No. 01 is allotted for D. P. Road FSI , and therefore name of Nashik Municipal Corporation Nashik mutated to the other rights column of property extract vide Mutation Entry No. 9058 dated 22/05/2013, however the said Mutation Entry is yet not certified. It is pending for certificate ion from revenue authorities and the remark to that extent found to the 7/12 extract. However the Sale Deed exefuted in favour of M/s. Pacific Builders Partnership Firm through its Partners - Mr. Prashant Harchand Patil & Mrs. Sonal Prashant Patil shows that, the said area under road widening is sold in the form of FSI to the M/s. Pacific Builders Partnership Firm through its Partners - Mr. Prashant Harchand Patil & Mrs. Sonal Prashant Patil.
- I) M/s. Pacific Builders Partnership Firm through Partners Mr. Prashant Harchand Patil & Mrs. Sonal Prashant Patil purchased TDR area admeasuring 2740.00 Sq. Mtrs., out of "D" Zone of S. No. 335/1 from M/s. Happy Home Developers Partnership Firm through Partner Mr. Vinod

Kanhaiyalal Manvani by way of sale deed and said Sale Deed registered in the office of Sub-Registrar, Nashik-5, vide Sr. No. 14200 on 26/12/2013.

J) **M/s. Pacific Builders Partnership Firm through Partners Mr. Prashant Harchand Patil & Sau. Sonal Prashant Patil** prepared building plan for construction of building over the said land. Nashik Municipal Corporation Nashik sanctioned the said plan and issued permission vide their letter no. LND/BP/Sat/B1/375/4282 on 27/12/2013, to commence construction over the said land, and thereby the owner/ developer have commenced construction of the project known as - **"Prabhu's Atlantis"**.

K) This report is based on the Documents produced before me, as described hereinbefore and the Search taken in office of Sub-Registrar of the available record as some record is torn and some is missing therefore all Index II record is not available. And from the above discussion an inference about the title of the said property i.e. **Plot No. 01 area admeasuring 9426.66 Sq. Mtrs., & construction thereon out of Survey No. 39/1B+39/1B/3 to 9 (As per Lay out S. No. 39/1B/3 to 9)** the property situated at village - **Mauje – Anandwalli, Tal. & Dist. Nashik** is free, clear and marketable. **M/s. Pacific Builders Partnership Firm through Partners Mr. Prashant Harchand Patil & Mrs. Sonal Prashant Patil** acquired ownership rights of the said property.

9)	Nature of Title of the intended Mortgagor over the property (where the full ownership rights. Leasehold Rights, Occupancy /Possessory Rights or Inam Holder or Govt. Grantee/Allotee etc.)	Nil. The file is for project approval.
10.	If leasehold, whether	N.A.
a)	Lease Deed is duly stamped & registered.	N.A.
b)	Lessee is permitted to mortgage the leasehold right/s.	N.A.
c)	Duration of the Lease / unexpired period of lease.	N.A.
d)	If, 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 lease hold rights permits for the creation of any superstructure (if applicable)?	N.A.
f)	Right to get renewal of the lease hold rights	N.A.



	and nature thereof.	
11.	If Govt. Grant/allotment/Lease-cum/sale Agreement, whether, Grant /agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property. Whether any permission from govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
12.	Occupancy Certificate right, whether; a) Such right is heritable and transferable; b) mortgage can be created.	.....
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 reason for coming to such conclusion.	No
14.	If the property has been transferred by way of Gift/ Settlement Deed/whether ; a) The Gift/Settlement deed is duly stamped & registered. b) The Gift/Settlement deed has been attested by two witnesses c) The Gift/Settlement deed transfers the property to Donee. d) Whether the Donee has accepted the Gift by signing the gift / settlement deed/s or by a separated writing or by implication or by actions. e) Whether there is any restriction on the other hand executing the gift/settlement deed in question; f) Whether the donee is in possession of the gifted property. g) Whether any life interest is reserved for	N.A.

	the donor or any other person and whether there is a need for any other person to join the creation of mortgage. h) Any other aspect affecting the validity of the title passed through the gift /settlement deed.	.... ...
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. b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. c) Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon. d) In respect of partition by a decree of court, whether such decree has become final and all other conditions / formalities are completed /complied with. 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?	N.A. The Owner / Developer has/ have exclusive possession over the said property. N.A.
16.	Whether the title documents include any testamentary documents/wills? a) In case of wills, whether the will is registered will or unregistered will? b) Whether will in the matter needs a mandatory probate and if whether the same is probated by a competent court? c) Whether the property is mutated on the basis of will? d) Whether the original will is available? e) Whether the original death certificate	N.A.



	of the testator is available. f) What are the circumstances and /or documents to established the will in question is the last will of the testator ? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will , all parties have acted upon the will, etc., which validity of the will, all parties have acted upon the will, etc. which are relevant to relay on the will, availability of mother/original title deeds are to be explained .)	... ... ...
17.	a) Whether the property is subject to any wakf rights? b) Whether the property belongs to church temple or any religious / other institution having any restriction in creation of charges on such properties. c) Precautions, if any in respect of the above cases for creation of mortgage?	N.A.
18.	a) Where the property is a HUF/joint family property 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. b) Please also comment on any other aspect which may adversely affect the validity of the security in such cases?	N.A. ...
19.	a) Whether the property belongs to any trust or is subject to the rights of any trust? b) Whether the trust is a private or public trust any whether trust deed specifically authorizes the mortgage of the property. c) If so additional precautions/ permission to	N.A. ...

	be obtained for creation of valid mortgage? d) Requirements, if any for creation of mortgage as per the central/ state laws applicable to the trust in the matter.	.... ...
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. 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? c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ perMr.ion obtained.	The property is converted in to Non Agricultural land, and the property is mortgage able. Yes.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural laws, weaker sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.).	No.
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings? 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? b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? 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.	....
24.	a) In case of Partnership firm, whether the property belongs to the firm and the Deed is properly registered. b) Property belonging to partners, whether thrown on hot chop? Whether formalities for the same have been completed as per applicable laws? c) Whether the person/s, creating mortgage has/have authority to create mortgage for and on behalf of firm.	N.A. N.A. N.A.
25.	Whether the property belongs to a Limited Company. Check the Borrowing powers, BOD resolution, Authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar, Articles of Association/provision for common seal etc.	The property is belongs/owned by Pvt. Ltd. company.
26.	In case of societies, association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
27.	a) Whether any POA is involved in the chain of title? b) Whether the POA involved is one coupled with interest, i.e. a development agreement – cum – Power of Attorney . If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and such is irrelevant as per law. 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,	N.A.

	individual or Proprietary concerns in favour of their Partner/s, Employee/s, Authorized representative to sign Row House Allotment Letters, NOC's Agreements of Sale , Sale Deeds, etc. in favour of buyers of Row House s / units (Builders POA) or (ii) other type of POA (Common POA). d) In case of builder's POA whether a certified copy of POA is available and the same has been verified /compared with the original POA. e) In case of Common POA (i.e. POA other than builder's POA), please clarify the following clauses in respect of POA. 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? f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of Sub – Registrar also?) g) Please Comment of genuineness of POA? h) The unequivocal opinion on the enforceability and validity of the POA?	
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, whether it is executed.	...



29.	If the property is a Row House /apartment or residential /commercial complex, check and comment on the following – a) Promoters /Land Owner's title to the land/building, b) Development Agreement /Power of Attorney, c) Extent of authority of the Developer/builder, d) Independent title verification of the Land and/or building in question, e) Agreement for Sale (duly registered) f) Payment of Proper Stamp duty, g) Requirement of registration of Sale Agreement, Development Agreement, POA, etc. h) Approval of building plan, permission of appropriate /local authority , etc.; i) Conveyance in favor of Society/Condominium concerned, j) Occupancy Certificate / Allotment Letter / Letter of Possession; k) Membership details in the Society etc. l) Share Certificate, m) No Objection Letter/ Certificate from the society. n) All legal requirements under the local/Municipal laws, regarding ownership of Row House s/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies; Laws etc. o) Requirements, for nothing the Bank charges on the record of the Housing society, if any; p) If the property is vacant land and construction is yet to be made ,	Ownership rights. ... No. The Deeds is/ are registered. Yes. Yes. N.A. Yes. As per copy of commencement certificate. N.A. N.A. N.A. N.A.
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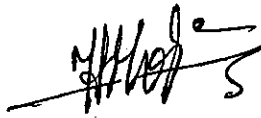
	approval of lay - out and other precaution if any: q) Whether the numbering pattern of the units / Row House s tally in all documents such as approved plan, agreement plan etc.	N.A. N.A.
30.	Encumbrances, Attachments, and/ or claims whether of Government, Central or State or other Local authorities or Third party claims, Liens etc. and details thereof , if yes, give the 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.	30 years.
32.	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	...
33.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the income Tax Act is required/obtained.	N.A. N.A.
34.	Details of RTC extracts / mutation extracts / Khata extracts pertaining to the property in question.	....
35.	Whether the name of mortgagor is reflected as owner in the revenue / municipal / village records?	N.A.
36.	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation / partition of the property is legally valid? c) Whether the property has clear access as per documents?	Yes. (As per the sanctioned building plan) Yes. Yes.
37.	Whether the property can be identified from	

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	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.	
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 reports, 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 approve plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate. )	.....
40.	Any bar / restriction for the creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	The file is for the project approval.
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 deposited of certified extracts	...

	duly certified etc, as also any precaution to be taken by the bank in this regard.	
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.	....
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.	The charge of Bank should be mutated to the revenue record.
46.	The specific persons who are required to create mortgage/ to deposited documents creating mortgage.	The Borrower.

Date:- 05/02/2014.


Advocate

Annexure C

Certificate of Title

- 1) I have examined the copies of title deed/s intended to be deposited original 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 certified that : (N. A. as the file is for the project approval.)
- 2) I have examined the Documents in detail, taking into account all the Guidelines in the checklist vide Annexure C 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) 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.
- 5) There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrances certificate for the period from 1984 to 2013 (30 yrs) dated 31/01/2014 vide their Sr. No. 239 Pertaining to the immovable property (ies) covered by above said title deeds.
- 6) In case of second/ subsequent charges 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).
- 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). N.A.
- 8) The Mortgage if create, will be available to the Bank for the liability of the intending Borrower/s **proposed flat purchasers, with the consent of the Developer.**
- 9) I certify that, **M/s. Pacific Builders Partnership Firm Through its Partners :- Mr. Prashant Harchand Patil & Mrs. Sonal Prashant Patil** has/have an absolute, clear & marketable right / title over the schedule property. I further certified that the above title deeds are genuine & a valid mortgage can be crate & the said mortgage would be enforceable. N.A.
- 10) In case of creation of Mortgage by deposit of title deeds, we certify that the deposit of following title deeds/documents would crate a valid and enforceable mortgage. N. A. as the file is for the project approval therefore following documents is to be obtained.

- A) Relevant 7/12 extract & Mutation Entries.
- B) Copy of N. A. Order dated 02/05/2012.
- C) Copy of Lay out sanction letter dated 30/01/2013.
- D) Original Sale Deed dated 29/04/2013.(NSK-1, Sr. No. 4429).
- E) Copy of T.D.R. Sale Deed dated 26/12/2013 (NSK-5, Sr. 14200).
- F) Copy of Commencement Certificate dated 27/12/2013.

For individual Flat purchaser –

- A) Original Agreement along with the receipt of registration.
- B) NOC from builder to mortgage flat.
- C) Original Deed of Apartment / Sale Deed. (after its execution)

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 opinion.

Schedule of the Property /ies.

All the piece and parcel of i.e. Plot No. 01 total area admeasuring 9426.66 Sq. Mtrs., out of the same area admeasuring 5300.00 Sq. Mtrs., attached / adjoining with the northern side 15 Meter Road + D.P. Road admeasuring 2575.00 Sq. Mtrs., & construction made or to be made out of the Survey No. 39/1B+39/1B/3 to 9 (As per Lay out S. No. 39/1B/3 to 9), the property situated at village - Mauje – Anandwalli, Tal. & Dist. Nashik. And the same is bounded as per the sanctioned building Plan.

And the Plot No. 01 bounded as –

East – Adj. S. No. 38.

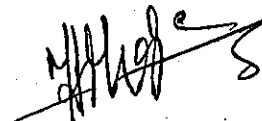
West – 15 Meter D.P. Road.

South – Adj. NMC Open Space & Remaining area of Plot No. 01.

North – Adj. S. No. 38 (P) Plot No. 33 to 38.

Place : Nashik.

Date : 05/02/2014.


Signature of the Advocate

All the documents are herewith returned.