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पावती

Original/Duplicate

Wednesday, 19 November
2014 4:30 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 23240 दिनांक: 19/11/2014

पादाचे नाव: आढगांव
दस्तऐवजाचा अनुक्रमांक: नसत-0-2014
दस्तऐवजाचा प्रकार:
सादर करणाऱ्याचे नाव: डॉ. आर. एम. कोतवाल
वर्णन माले आढगांव पट न. 509/34 प्लॉट न. 4 सत 1985 ते 2014 एकूण 30 वर्ष शोध
करीता

शोध व निरीक्षण

रु. 750.00

एकूण

रु. 750.00

नाशिक नगरपालिका, नाशिक

1) देयकाचा प्रकार: By Cash रक्कम: रु 750/-

नाशिक-9

Mrs. Revati M. Kotwal,
Advocate and Notary

Off - A-22, Meghdoot Shopping Center, Opp. C. B. S., Nashik - 1
Mob. No. 9422754443, Off - 0253-2578026

Annexure - B:

Report of Investigation of Title in respect of immovable Property.

1.	a) Name Of the Branch/Business Unit Seeking opinion.	SBI Nashik
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny forwarded	Nil
	c) Name of the Borrower	Smt Megha Digambar Barve through G.P.holder Govind Bhausaheb Madhawai
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security .	Smt Megha Digambar Barve through G.P.holder Govind Bhausaheb Madhawai
	b) Constitution of the unit/concern/person/body/authority offering the property for creation of change .	Smt Megha Digambar Barve through G.P.holder Govind Bhausaheb Madhawai
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor .etc)	Borrower
3.	Complete or full description of the immovable property/(ies) offered as security including the following details	Details are given in the schedule of Annexure C
	(a) Survey No	- do -
	(b) Door /House No (in case of House Property)	- do -



(c) Extent area including plinth/built up area in case of House property.			-do-	
(d) Locations like Name of the place, village, city, registration sub-district etc. Boundaries			-do-	
4 (a) Particulars of the documents scrutinized-serially and chronologically. (b) Nature of the documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note : Only originals or certified extracts from the registering /land /revenue / other authorities be examined.			Photocopy	
Sl. NO	Date.	Name /Nature of document	Original/Certified copy/Certified extract/Photocopy. etc	In case of copies, whether the original was scrutinized by advocate
1.		7/12 Extract	Photocopy	
2.		6 D Extract	Photocopy	
3.		Development Agreement	Photocopy	
4.		General Power of Attorney	Photocopy	
5.		N.A Order	Photocopy	
6		Lay Out Order	Photocopy	
5. Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)			Certified copy not obtained	
6. a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?			Yes Title Deeds executed only after the year 2002 are available for on online verification (except GPA)	
b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.			Yes as commented in point '6a' above	

Done

	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?	Sub Registrar Office 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/ district registrar/registrar- general. If so, please name all such offices?	No
	c) Whether search has been made at all the offices named at (b) above?	Yes at Nashik Office
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. 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 Sheets may be used)	Noted in Column No.34 as Katha/ RTC extracts
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership right over the property described in Schedule, Annex C
10	If leasehold, whether;	No
	a) lease Deed is duly stamped and registered	N.A.
	b) lessee is permitted to mortgage the Leasehold right,	N.A.
	c) duration of the Lease/unexpired period of lease,	N.A.
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.	N.A.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A.
11	If Govt. grant/allotment/Lease cum/Sale Agreement	N.A.
	a) whether grant /agreement etc. provides for alienable rights to the mortgagor with or without conditions	
	b) The mortgagor is competent to create charge on such property,	N.A.
12	If occupancy right, whether;	Yes

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	whether the same is probated by a competent court?	
	(c) Whether the property is mutated on the basis of will?	N.A.
	(d) Whether the original will is available?	N.A.
	(e) Whether the original death certificate of the testator is available?	N.A.
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	N.A.
17	(a) Whether the property is subject to any wakf rights?	N.A.
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A.
	(c) Precautions/ permissions, 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 benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	N.A.
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
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.	N.A.
	(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?	N.A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Permission obtained

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21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.),	N.A.
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.	N.A.
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 please comment on such seal/markings.	N.A.
24	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.
	(b) Property belonging partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	N.A.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
25	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	N.A.
26	In case of Societies, Association, the required authority/power to borrow 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 as such is irrevocable as per law.	Yes Yes POA is registered one. The scope of POA is to sale out 50% of built up area independently and to execute agreement & sale deed in favour of the interested

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		person .
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	The individual i.e plot owner has executed GPO along with Development Agreement and same is registered
	(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.	Yes
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	In favour of Developer
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	Yes
	ii. Whether the POA is a registered one?	Yes GPA is registered at Serial No.11982/2013 dt 24/10/2013 before Sub Registrar-4 Nashik
	iii. Whether the POA is a special or general one?	General.
	iv. Whether the POA contains a specific authority for execution of title document in question?	Yes.
	(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?)	Yes POA is in force and is valid
	(g) Please comment on the genuineness of POA?	Valid GPA
	(h) The unequivocal opinion on the enforceability and validity of the POA?	Yes POA is genuine one.
28	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Yes It is properly executed.

(Signature)

29. If the property is a flat/apartment or residential/commercial, check and comment on the following: a. Promoter's/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 favour of Society/ Condominium concerned; j. Occupancy Certificate/allotment letter/Letter of possession; k. Membership details in the Society etc.; l. Share Certificates; m. All legal requirements under the local/Municipal laws, regarding ownership of Flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.; n. Requirements, for noting the Bank charges on the records of the Housing Society, if any; o. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N.A. Plot The Developer Yes To build the full building and handover 50% built up area to the land owner. Yes Yes. Development Agreement. Yes. No- Registered Layout is approved If applicable If applicable If Applicable If Applicable Yes. Yes. Lay out approved
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	p. Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes.																							
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.	N.A																							
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.	N.A																							
32	Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy?	N.A																							
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. Not Produced, to be obtained from the borrower.																							
34	Details of RTC extracts /mutation extracts / Katha extracts pertaining to the property in question. 1. 1. Originally this land was belongs to Shri Kisan Dagadu Nawale. 2.It appears that as per application of Shri.Kisan Dagdu Nawale through G.P holder Shri. Jitendra Manohardas Thakkar and Narendra Manohardas Thakkar S.No.509/3 was plotted including Plot No. 4 by Ex.Director Town Planning Nashik Corporation vide letter no.LND/WS/Layout-31/580 dt. 09/05/1985 tentatively and then after the lay out was finally approved on 29/04/1986 vide Letter No.LND/Final Layout/44/271 as follows : <table><tr><td>S.No.</td><td>Plot No.</td><td>Area</td><td>Ass.</td><td>Occupiers Name</td></tr><tr><td></td><td></td><td>sq.mtrs</td><td>Rs.P.</td><td></td></tr><tr><td>509/3</td><td>4</td><td>216.00</td><td>0.08</td><td>Kisan Dagdu Nawale</td></tr></table> vide M.E.No.933 in the year 1985. 3.Further it appears that Shri Kisan Dagdu Nawale for himself and as HUF sold the plots no.1 to 43 out of Gat No.509/3 on 06/09/1985 to Nanji A.Thakkar and others including plot no.4 as follows : <table><tr><td>S.No.</td><td>Plot No.</td><td>Area</td><td>Purchaser Name</td></tr><tr><td></td><td></td><td>sq.mtrs</td><td></td></tr></table>	S.No.	Plot No.	Area	Ass.	Occupiers Name			sq.mtrs	Rs.P.		509/3	4	216.00	0.08	Kisan Dagdu Nawale	S.No.	Plot No.	Area	Purchaser Name			sq.mtrs		
S.No.	Plot No.	Area	Ass.	Occupiers Name																					
		sq.mtrs	Rs.P.																						
509/3	4	216.00	0.08	Kisan Dagdu Nawale																					
S.No.	Plot No.	Area	Purchaser Name																						
		sq.mtrs																							



509/3	4	216.00	Nanji A. Thakkar	
vide M.E.No.983 in the year 1985.				
4. Further it appears that Shri. Nanji A. Thakkar through G.P. holder Shri Narendra Manordas Thakkar executed Sale Deed in favour of Sant Megha Digambar Barve of an area of 216.00 sq.mtrs for Plot No.4 out of S.No.509 on 14/11/1986 vide M.E. No.1282 in the year 1987.				
5. Further it appears that Development Agreement and General Power of Attorney was executed by Megha Digambar Barve in favour of Shri. Govind Bhausaheb Madhawai about the area admeasuring 216.00 sq.mtrs. out of S.No.509/3/4 for Plot No.4 and the same is registered before Sub-Registrar Nashik-4 at Serial No.11981/2013, 11982/2013 on 24/10/2013 respectively, and by this Development Agreement and General Power of Attorney Govind Madhawai has to hand over 50% built up area out of the said apartment to Megha Digambar Barve vide M.E. No.17810.				
6. Further it appears that N.A. permission for residential use was granted by Collector Nashik vide letter no. RBD/III/LNA/SR/287/82 Nashik dt.24/12/1985.				
7. Further it appears that as per application of Kisan Dagdu Nawale through G.P. holder J.M. Thakkar Final Layout about S.No.509/3 was sanctioned by Town Planning Dept Nashik Corporation vide letter no.LND/Final Layout/44/271 dt.29/04/1986.				
8. Further it appears that Indenture of Sale was executed by Nanji A. Thakkar through G.P. holder Narendra Manohardas Thakkar in favour of Megha Digambar Barve and the same is registered before Sub-Registrar Nashik at Serial No.5474 on 14/11/1986.				
9. Further it appears that Development Agreement and General Power of Attorney were executed by Megha Digambar Barve in favour of Shri. Govind Bhausaheb Madhawai about the area admeasuring 216.00 sq.mtrs. out of S.No.509/3/4 for Plot No.4 and the same is registered before Sub-Registrar Nashik-4 at Serial No.11981 and 11982 on 24/10/2013 respectively.				

35	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes
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. Yes. Yes.
37	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.Sales Tax Registration, if any applicable; d.Other utility bills, if any.	Not Produced Not Produced Not Produced N.A.Tax Receipt
38	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	No.
39	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Layout Plan Produced
40	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No.

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41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes.
42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Original Title Deeds are with the Developer
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.	Yes
44	Additional aspects relevant for investigation of title as per local laws.	N.A
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage	The Land Owner

Date: 20/ 11 / 2014

Place: Nashik



(Mrs. R.M. Kotwal)

Advocate & Notary

R. M. KOTWAL
 Advocate & Notary
 A-22, Megadoot Shopping Centre,
 Opp. District Court, Nashik.

Annexure – C: Certificate of title.

I, I have examined the Original/Photocopy Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of *Registered/ Equitable /English 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 possible by depositing the original Title Deeds in the custody of Bank .Record the charges of Bank on the records of Megha Digambar Barve through G.P holder Shri Govind Bhausaheb Madhawai .

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. (Receipt no.23240 dt.19/11/2014 is enclosed herewith.)
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances pertaining to the Immovable Property/(ies) covered by above said Title Deeds.
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).

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). — Non Applicable

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, Megha Digambar Barve through G.P holder Shri Govind Bhausaheb Madhawai

Done

9. I certify that Megha Digambar Barve through G.P holder Shri Govind Bhausaheb Madhawai has / have an absolute, clear and marketable title within the capacity of Ownership Right over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

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

Please obtain from Builder:

1. Copy Of Development Agreement and Power of Attorney registered before Sub-Registrar, Nashik-4 at Sr.No.11981/2013 and 11982/2013 respectively dt.24/10/2013 attested by Notary.

2. Photocopy of :

- i) Lay Out order dt.29/04/1986
- ii) 7/12 Extract of concern plot
- iii) 6 D Mutation Entries for 30 years.
- iv) N. A. Tax Receipt of the current year.
- v) N. A. Order dt.24/12/1985 (Photocopy)

In Individual Case:

- i) Original Agreement of Sale with receipt and index II with respect to be constructed premises executed by the developer in favour of borrower.
- ii) Payment receipt issued by developer in favour of borrower
- iii) NOC given by developer for mortgage in favour of SBI / Nationalized Bank with respect to the premises to be purchased by borrower.

After disbursements of loan:-

- 1. Copy of Declaration Of Apartment
- 2. Deed Of Apartment with receipt
- 3. Possession receipt.

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

SCHEDULE OF THE PROPERTY/IES

All that piece and parcel of the **Plot No.4** admeasuring area **216.00 sq.mtrs.** out of **S.No.509/3/4** lying and being at **Adgaon** within the limits of **Nashik Municipal Corporation**. **Nashik** and the said property being bounded as under : On or towards :

East : Colony Road

South : Plot No.5

West : S.No.138

North : Plot No.3

Place : **Nashik.**

Date : **20 /11/2014**

(Mrs.R.M.Kotwal)
Advocate & Notary



R. M. KOTWAL,
Advocate & Notary,
A-22, Meghdoot Shopping Centre,
Opp. District Court, Nashik.