

Harshad A. Patel

ADVOCATE & NOTARY

Taral H. Patel

ADVOCATE

37, Navjivan Society,

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Phone : 02694-244068

Mobile : 98252 92399

Date: 22/07/2013

(To be completed by the panel advocates)

Annexure -B

- 1 Name of the branch /BU seeking opinion
STATE BANK OF INDIA. BAREJA
- 2 Reference No and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.
DT. /07/ 2013
- 3 Name of the unit/Concern/Company /person/body/authority offering the property/(ies) as security
**ASTHA DEVELOPERS.
BY IT'S PARTNER SANJAYBHAI RAMCHANDRA PATEL**
- 4 Constitution of the unit/concern/person/body/authority offering the property for creation of charge
PARTNERSHIP FIRM
- 5 State as to what capacity is security offered (weather as font applicant or borrower or as guarantor etc.)
BORROWER.
- 6a. **A Particulars of the documents scrutinized by-serially and chronologically**

Sr. No.	Details of Documents	Date of Documents	Original /Certified Photo Copy /True Copy	Mark
1	Certified copy 7/12.of R.S 240/5+6+7	13/06/2013	Certified	A
2	Partnership deed	25/08/2011	COPY	B
3	Certified copy of village form No.8/A Khata no.136	13/06/2013	Certified	C
4	Certified copy of mutation entries from 1950 to till date.	18/04/2013	Certified	D
5	Copy of AUDA permission PRM/46/01/2010	07/08/2012	Certified	E
6	Certified copy of N.A permission from District collector	20/07/2010	Certified	F
7	AUDA approved plane	07/08/2012	Original	G
8	Original sale deed no.530	18/01/2010	Original	H
9	Original assignment deed No.61	03/01/2013	Original	I

- 6b Nature of documents certified and as to whether they are Original or certified copies or registration extracts duly certified.
Note: Only originals or certified extracts from the original / land revenue / other authorities are examined.

CERTIFIED / original certified copy

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

- 7 i Survey No./ C.S.No. R.S.No.240-5+6+7
- 7 ii DOOR NO. (IN CASE OF HOUSE PROPERTY)
- 7 iii. Extent/area including plinth/ built-up area in case of house property 8499-00 Sq.Mtr.
- 7 iv Location like name of the pole, village, city, registration, sub - district etc
R.S.no.240-5+240-6+240-7 adm. 8499-00 Sq.Mtr.Of Village Barejadi.Ta.Daskoi
Dist.Ahmedabad
- 7.v Boundaries
East by :- Anurag Society
West by :- 100' width Public road
North by :- Way to Bareja to Barejadi
South by :- Village site of Barejadi

8. Flow of Title tracing out the intended mortgage and his/its predecessors in interest from the mother deed to the latest title deed and wherever Minor's interest or other clog on title is involved for a further period, depending of the need for clearance of such clog on the title.
(Separates sheets may be used)

Originally Dahyabhai Jivanbhai was the owner of the land.Dahyabhai expired on 11/03/51 so his heirs names are noted in R.R.A mutation entry no.426 dt.27/04/51 and 874 dt.12/03/83 are there to that effect.Thus Dungarbhai 2 Somabhai 3 Ratanben became the owners and occupant of the land.

There after Ratanben waiver her rights from the land so her name is deleted from the record by mutation entry no.875 dt.12/03/83.Thus Dungarbhai and Somabhai became the absolute owners and occupant of the land.

There after Dungarbhai expired so his heirs names are noted in R.R.A mutation entry no.1011 dt.08/10/92 is there to that effect.The said entry is certified by the competent authority. Thus Lalitaben and Jayantibhai became the co owners of subject property. There after Lalitaben expired so her name is deleted from the record by mutation entry no.1068 dt.24/06/98.

There after Somabhai expired so his heirs names are noted in R.R. A mutation entry no.1076 dt.26/04/99 is there to that effect.The said entry is certified by the competent authority. Thus Kanjibhai 2 Dineshbhai 3 Savitaben 4 Laxmiben became the co owners of the land.

There after Jayantibhai 2 Savitaben 3 Laxmiben waived their rights from the land.A mutation entry no.1194 dt.30/07/09 is there to that effect.The said entry is certified by the competent authority.Thus Kanjibhai 2 Dineshbhai became the owners and occupant of the land.

There after Kanjibhai and Dineshbhai sold this land by registered sale deed to Bharatbhai 2 Miteshbhai 3 Manishaben 4 Yesh by registered sale deed no.530 dt.18/01/10.A mutation entry no.1200 dt.09/02/2010 is there to that effect.The said entry is certified by the competent authority.Thus Bharatbhai 2 Miteshbhai 3 Manishaben 4 Yesh became the owners and occupant of the land.

There after Bharatbhai obtained non agricultural permission from District Collector Ahmedabad by order no.LND-2/ NA / SR -565/2010 dt.19/05/2010.a mutation entry no.1232 dt.12/09/2010 is there to that effect.

There after Bharatbhai clubbed this three numbers by order of Mamlatdar bearing order no.CON/Barejadi/Vasi/2012.A mutation entry no.1283 dt.25/09/2012 is there to that effect.

There after Miteshbhai obtained development permission for 170 houses from AUDA by order no. PRM/46/1/2010/539 dt.18/07/2012.

There after Bharatbhai and others assigned this land by registered assignment deed no.61 dt.03/01/2013 to ASTHA DEVELOPERS. A mutation entry no.1292 dt.03/01/2013 is there to that effect.

Trust in God

Marshad A. Patel

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Taral H. Patel

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Astha Developers is unregistered partnership firm. A notarized partnership deed dt. 12/09/2011 is there to that. Miteshbhai 2 Yesh 3 Bharatbhai 4 Manishaben 5 Sanjaybhai 6 Sharmisthaben 7 Smitaben 8 Daksh are partners of the firm.

9. Nature of title of the intended mortgager over the property (weather full ownership rights, leasehold rights occupancy/ possessory rights or inam holder of government grantee / allottee etc. **OWNERSHIP RIGHTS**)
- 10 a. Encumbrances, attachments, and/ or claims weather of government central or state or other authority or third party claims, liens etc. and details thereof if yes, give the details there of. **NO**
- 10b. The period under encumbrances certificate and the name of the person in whose favor the encumbrances is created and if so, satisfaction of charge if any. **NOT APPLICABLE**
11. Details regarding property tax of land revenue or other statutory dues paid payable as on date and if not paid what remedy" **Paid**
12. Details of RTC extracts / mutation extracts / khata extract pertaining to the property in question. **As per para 8**
13. Any bar \ restriction for certain of mortgage under any local or special enactments details of proper registration of document payment of Proper stamp duty etc. **NO**
14. In case of absence of original title deed 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 be taken by the bank in this regard. **REGISTERED LEGA MORTGAGE IS ADVISABLE**
15. The specific persons who are required to create mortgage \ to deposit documents creating mortgage. **ASTHA DEVELOPERS BY IT'S PARTNERS.**

Note: In case separate sheet are required the same may be used sign and annexed.

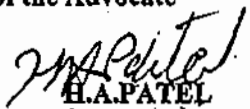
Date: 22 / 07 / 2013

Place: MEHMADABAD

Search Receipt Dated 8/07/13, 16/7/13, 17/7/13

Receipt No. 2013311007814, 2013002016399, 2013005012321

Signature of the Advocate


H.A. PATEL
(Advocate & Notary)

Marshad A. Patel
ADVOCATE & NOTARY
Taral H. Patel
ADVOCATE

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Date: - 22/07/2013

Annexure C

Checklist for the guidance of the Advocates Verifying the title to the property (ies) offered as security

1. Nature of the title (Ownership \ Leasehold \ occupancy \ Govt. \ Grant \ Allotments etc.)
OWNERSHIP
2. If leasehold/ Weather:
a) lease deed is duly stamped and registered
b) Lessee is permitted to mortgage the leasehold right
c) Duration of the leased/ unexpired period of lease
d) if a sub-lease, check the lease deed in favor of lessee as to whether lease deed permits sub-leasing and mortgage by sub-lessee also
NOT APPLICABLE
3. If Govt Grant/ Allotment/ lease-cum sale Agreement Weather
a) Grant/ agreement etc provides for alienable rights to the mortgager with or without conditions.
b) the mortgager is competent to create charge on such property
YES
4. If occupancy right, weather;
a) Such right is heritable and transferable
b) mortgage can be created
NOT APPLICABLE
5. a) Urban land ceiling clearance, \Weather required and if so details thereon,
b) Weather No objection certificate under the income Tax Act is required / obtained.
NOT APPLICABLE
6. Nature of minor's interest. if any and if so , weather creation of mortgage could be possible the modalities/ procedure to be followed and the reasons for coming to such conclusion
NOT APPLICABLE
7. If the property is Agriculture land, weather local laws permits mortgage of agriculture land and weather there are any restriction for enforcing there on.
NOT APPLICABLE,
8. In the case of conversion of agriculture land for commercial purposes or otherwise weather requisite procedure follow permission obtained.
Yes permission obtained
9. Whether the property is affected by any local laws (Viz. Agricultural Laws. Weaker sections. Minorities land laws etc.)
NO
10. a. In case of partition /settlements deeds, whether the original deed available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.
NOT APPLICABLE
j. Whether mutation has been effected and whether the mortgagor is in possession and enjoyment
NOT APPLICABLE
c. Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.
NOT APPLICABLE

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- 11a In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.
YES
- b Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.
YES
- 12a. Whether the property belongs If 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, Articles of Association /provision for common seal etc.
NOT APPLICABLE
- b.. Authority / power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.
NOT APPLICABLE
- 13 Whether mortgage is being created by a POA holder, check genuineness of the power of attorney and the extended of the powers given there in and whether the same is properly executed stamped/ authenticated in terms of the law of the place, where it is executed.
NOT APPLICABLE
- 14 If the property is a flat / apartment or residential /commercial complex check.
- a Promoter's / land owners title to the land/ building. **NOT APPLICABLE**
 - b Development agreement / power of attorney **NOT APPLICABLE**
 - c Extent of authority of the developer / builder **NOT APPLICABLE**
 - d Independent title Verification of the Land and/or building in question. **NOT APPLICABLE**
 - f Payment of proper stamp duty. **NOT APPLICABLE**
 - g Conveyance in favor of society condominium concerned **NOT APPLICABLE**
 - h Occupancy certificate/ allotment letter/ letter of possession **NOT APPLICABLE**
 - i Membership details of the Society etc **NOT APPLICABLE**
 - j Share Certificates **NOT APPLICABLE**
 - k No Objection Letter from the society **NOT APPLICABLE**
 - L All legal requirements under the local/ municipal laws, regarding ownership of flats/ Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.
NOT APPLICABLE
- 15 Whether the property is a joint family property, mortgage is created for family benefits/ legal necessity / weather Major Coparceners have no objection/ join in ejection minor shares if any, rights of female members etc.
NOT APPLICABLE
- 16 Pending litigation/Court attachments/ injunction / stay orders/ orders/acquisition by the Govt. /Local authority that could be ascertained.
NO
- 17 Any other details required for the purpose
NO

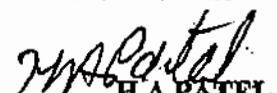
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Signature of the Advocate


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Date: - 22 / 07 / 2013

Annexure D

CERTIFICATE OF TITLE

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of " Registered/ Equitable/English Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered SIMPLE Mortgage and I further certify that: (*please specify the kind of mortgage)
LEGAL MORTGAGE IS ADVISABLE

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

I A I confirm having made a search in the Land/ Revenue records for last 30 years. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

I B Following scrutiny of Land Records/ Revenue Records and relative Title Deeds. I hereby certify the genuineness of the Title Deeds Suspicious Doubt, if any, has been clarified by making necessary enquiries. **There is no doubt**

2A. There is a no charge over the property As on TO DAY . The property is free from Encumbrances.

2B 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) **There is no charge.**

3 The Mortgage if created, will be available to the Bank for the liability of the Intending Borrower. /Smt./Mr.
ASTHA DEVELOPERS BY IT'S PARTNERS

4 I certify that Smt/ **ASTHA DEVELOPERS BY IT'S PARTNERS** have an absolute, clear and Marketable title over the Schedule property /(ies) I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable

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.

1 Certified copy 7/12.of R.S 240/5+6+7	13/06/2013	Certified	A
2 Partnership deed	25/08/2011	COPY	B
3 Certified copy of village form No.8/A Khata no.136	13/06/2013	Certified	C
4 Certified copy of mutation entries from 1950 to till date	18/04/2013	Certified	D
5 Copy of AUDA permission PRM/46/01/2010	07/08/2012	Certified	E

7

6 Certified copy of N.A permission from District collector	20/07/2010	Certified	F
7 AUDA approved plan	07/08/2012	Original	G
8 Original sale deed no.530	18/01/2010	Original	H

9 Original assignment deed No.61	03/01/2013	Original	I
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There are no legal impediments for creation of the Mortgage under any applicable LAW Rules in force.

SCHEDULE OF THE PROPERTY/IES

All these places or parcels of free holds residential non agricultural land bearing R.S.no.240-5+6+7. adm.8499-00 Sq.Mtr.. situated at BAREJADI, Ta. Daskoi Dist. Ahmedabad Together with the buildings constructed there on.

Bounded as under

East by :- Anurag Society
West by :- 100' width Public road
North by :- Way to Bareja to Barejadi
South by :- Village site of Barejadi

Date: 22 / 07 / 2013

Place: MEHMADABAD

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Signature of the Advocate

H.A. Patel
H.A.PATEL
(Advocate & Notary)

Search in BAREJADI/બારેજડી

મિલકતનું વર્ણન :- ૨૪૦+૫+૬+૭

પહોંચ નંબર: ૨૦૧૩૩૧૧૦૦૭૮૧૪

અરજી નંબર: ૩૨૮૯

અરજી વર્ષ: ૨૦૧૩

તા. ૮

માર્ગ: ૭

સને ૨૦૧૩

રજુ કરનારનું નામ હર્ષદકુમાર એ. પટેલ

નીચે પ્રમાણે કી પહોંચી

રજીસ્ટ્રેશન કી

નકલ કરવાની કી સાઈડ/ભોલીયો

શેરોની નકલ કરવા માટે કી

ટપાલ ખર્ચ

નકલો અથવા પાટીઓ (કલમો ૬૪ થી ૬૭)

શોધ અગર તપાસણી

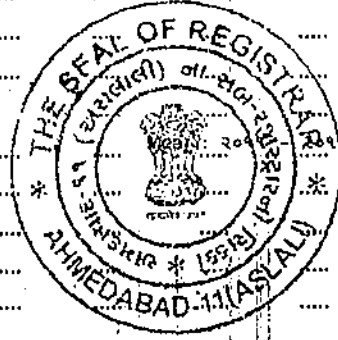
૬૬ કલમ-૨૫

કલમ-૩૪ (કલમ-૫૭)

નકલ કી ભોલીયો

ઇન્ડેક્સ-૨ કી

આ સિવાયની બાબતોની કી



કુલ એકલર ૩.

૨૫

(બંકે રૂપિયા પચીસ પુરા.)

દસ્તાવેજ

તે રજીસ્ટર ટપાલથી મોકલવામાં

ના દિવસે તૈયાર થશે અને આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશે

અગર

ને આપશે.

રજુ કરનારની સહી

(હર્ષદકુમાર એ. પટેલ)

સાથ રજીસ્ટ્રાર
અમદાવાદ-૧૧ (અસલાલી)
ગ્રામ પંચાયત (જુનું મકાન)
પોસ્ટ ઓફિસ પાસે,
મુ.પો.અસલાલી, તા.દસ્તગીઠ,
જી.અમદાવાદ-૩૮૨૪૨૭

Search in BAREJADI/બારેજડી

મિલકતનું વર્ણન :- સર્વેન-૨૪૦/૫+૬+૭

પહોંચ નંબર: ૨૦૧૩૦૦૫૦૧૨૩૨૧

અરજ નંબર: ૭૬૮૬

અરજ વર્ષ: ૨૦૧૩

તા. ૧૭

માઠે: ૭

સને ૨૦૧૩

રજુ કરનારનું નામ હર્ષદકુમાર પટેલ

નીચે પ્રમાણે ફી પહોંચી

રજીસ્ટ્રેશન ફી

નકલ કરવાની ફી સાઈડ/શેલીયો

શેરોની નકલ કરવા માટે ફી

ટપાલ ખર્ચ

નકલો અથવા પાઠીઓ (કલમ ૬૪ થી ૬૭)

શોપ અગર તપાસણી

કલમ-૨૫

કલમ-૩૪ (કલમ-૫૭)

નકલ ફી શેલીયો

ઇન્ડેક્સ-૨ ફી

આ સિવાયની બધી

૩. ખેસા

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Year: ૧૯૬૪ - ૨૦૧૦

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કુલ એકદર ૩.

૬૫

(અંકે રૂપિયા પચાણ પૂરે)

દસ્તાવેજ

તે રજીસ્ટર ટપાલથી મોકલવામાં

ના દિવસે તૈયાર થશે અને

આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશે.

અગર

ને આપશે.

રજુ કરનારની સહી

(પી એફ. સીની)

સબ રજીસ્ટ્રાર

અમદાવાદ-૫ (નારોલ)

વસાવડા ઠોલ સામે, રામજી મંદીર પાસે,

ખોજશ ગામ, અમદાવાદ

અમદાવાદ-૮

IGR - NIC

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