

TITLE-CUM-OPINION REPORT

To,
Sr Branch Manager,
Bank of Baroda,
S.M.S., Branch, Nashik.

Subject: Title Opinion Report for the immovable property being **Plot No. 14**, area measuring 249.56 sq. Meters, out of land area measuring 7,296.00 Sq. Meters, out of **Survey No. 153/1/2** total area measuring Hector 3.29 Are + Pot Kharaba H. 00.04 Are total area measuring Hector 3.33 Are + **Survey No. 51/A/1** total area measuring 500.00 Sq. Meters, along with residential construction (**As Per Recent Digital 7/12 Extract of Survey No.51/A/1P/153/1/2P/Plot/14**), situated at village **Sansari**, Tal. & Dist. **Nashik**, within the limits of Nashik Municipal Corporation, Nashik...

Sir,

As per your instructions, I am herewith furnishing non-encumbrance, certifying & submitting the Title-cum-Opinion Report about the clear & marketable title to the above property to be mortgaged for securing the credit facility/ies granted/to be granted **Narendrasing Ajitsing Patil**.

1)	Description of the property proposed to be mortgaged with boundaries: All that piece & parcel of the immovable property being Plot No. 14 , area measuring 249.56 sq. Meters, out of land area measuring 7,296.00 Sq. Meters, out of Survey No. 153/1/2 total area measuring Hector 3.29 Are + Pot Kharaba H. 00.04 Are total area measuring Hector 3.33 Are + Survey No. 51/A/1 total area measuring 500.00 Sq. Meters, along with residential construction (As Per Recent Digital 7/12 Extract of Survey No.51/A/1P/153/1/2P/Plot/14), situated at village Sansari , Tal. & Dist. Nashik , within the limits of Nashik Municipal Corporation, Nashik and boundaries are as under... On or towards:										
	<table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Plot No. 14</th> </tr> </thead> <tbody> <tr> <td style="width: 20%;">East</td> <td>: By 7.00 Meters Wide and Plot No. 08</td> </tr> <tr> <td>West</td> <td>: By Plot No. 28</td> </tr> <tr> <td>South</td> <td>: By Plot No. 15</td> </tr> <tr> <td>North</td> <td>: By Adjoining Property (Survey No. 52)</td> </tr> </tbody> </table>	Plot No. 14		East	: By 7.00 Meters Wide and Plot No. 08	West	: By Plot No. 28	South	: By Plot No. 15	North	: By Adjoining Property (Survey No. 52)
Plot No. 14											
East	: By 7.00 Meters Wide and Plot No. 08										
West	: By Plot No. 28										
South	: By Plot No. 15										
North	: By Adjoining Property (Survey No. 52)										
2)	Nature of property (Whether Agricultural, Non-Agricultural, Commercial, Residential, Industrial. If Non-Agricultural, the reference and date of conversion order from Competent Authority should also be mentioned)										
	Residential.										
3)	Name of the mortgagor/owner and status in the Account i.e.,										
	Narendrasing Ajitsing Patil -										

<p>Borrower or Guarantor and whether Sole Proprietor, Partner, Director, Karta, or Trustee. In case the mortgagor is Partner/Trustee/Director who is mortgaging the property on behalf of the Partnership/Company/Trust, whether he/she has the authority. Copy of the Resolution/Memorandum and Articles of the Association/Trust Deed, etc. whether examined and verified.</p>	<p>Individual.</p>
<p>4) Whether any minor, lunatic or un-discharged insolvent? Confirm that the mortgagor has enough capacity to contract. Precautionary steps to be taken.</p>	<p>No.</p>
<p>5) Whether the property is freehold or leasehold? If leasehold then the period of the lease and if freehold whether Urban Land (Ceiling & Regulation) Act, 1976 applies and permissions to be obtained.</p>	<p>Freehold. The Urban Land (Ceiling & Regulation) Act, 1976 is abolished in the state of Maharashtra and no permission is required for mortgage purposes.</p>
<p>6) Source of the property i.e., self-acquired or ancestral. If ancestral, then mode of succession and whether original Will/Probate is available?</p>	<p>Self-acquired.</p>
<p>7) Whether the mortgagor is co-owner/joint owner and or any partition of the property is made between the members of the family through Family Deed. If yes, whether original registered Partition Deed is available, or it is only a family settlement.</p>	<p>The property is in individual ownership. No, partition of the property is made between the members of the family.</p>
<p>8) Whether the mortgagor is in exclusive possession of the property, or it is leased/rented out to the third party?</p>	<p>Yes, the mortgagor/borrower is in exclusive possession of the property.</p>
<p>9) Whether the property is mutated in municipal/revenue records and mortgagor's name is</p>	<p>Yes, name of the mortgagor/borrower is reflecting in the concern revenue record of rights.</p>

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reflecting? If not, the reason thereof.	
10) Whether any restriction for creation of a mortgage is imposed under Central/State/Local Laws? If yes, then specify whose consent or permission would be required for the creation of a mortgage.	There are no restrictions whatsoever.
11) Whether all original title deeds including antecedent title deeds and other relevant documents are available? Please give a detailed list. 1. Original and Certified copy of Sale Deed dated. 06/09/2023 duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-2 at Sr. No. NSN2-9635-2023, together with original registration Receipt No. 11691.	
12) Whether the Advocate has personally visited the Sub-Registrar/Revenue/Municipal Office and examined the records.	Office of Hon. Sub-Registrar, Nashik.
13) Whether the Search is being made for the period of 13 years? If no, reasons thereof.	Yes.
14) Details of Documents examined/scrutinized (this should be in chronological order with serial numbers, type/nature of the document, date of execution, date of registration details including the details of revenue/society records, etc. 1. The 7/12 Extracts & relevant mutation entries. 2. Photocopy of Building Permission dated 30/04/2024, bearing No. 3960/BLD/E-8/1319 issued by Hon. Assistant Executive Officer, for Chief Executive Officer, Deolali Cantonment Board, Deolali. 3. Original and Certified copy of Sale Deed dated. 06/09/2023 duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-2 at Sr. No. NSN2-9635-2023, together with original registration Receipt No. 11691. 4. Photocopy of General Power of Attorney dated. 05/04/2022 duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-2 at Sr. No. NSN2-3627-2022, together with photocopy of registration Receipt No. 4800. 5. Photocopy of Agreement of Sale dated. 05/04/2022 duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-2 at Sr. No. NSN2-3625-2022, together with photocopy of Registration receipt No. 4798.	
15) Tracing of the chain of title in favour of mortgagor/owner standing from the earliest document available. The nature of document/deed conveying the title should be mentioned with the description of parties along with the type of right it creates.	

1. Mota Fareedoon Ghaswalla died on 17/07/1969 leaving behind legal heirs i.e., (1) Tehmi Kervurshroo Irani (Age,36) and 2) Najoo Feredoon Nasrawadi (Age, 30) therefore, names of the above-mentioned legal heirs were brought on record of rights of Survey Nos. 51/A/1 and 153/1+2 and other properties and to that effect, **Mutation Entry No. 4076** duly certified on 30/08/1969.
2. **Mutation Entry No. 4092** duly certified on 16/11/1969 is with respect to application of Enforcement Act and Indian Coinage Act.
3. 1) Damodar Kanhaiyalal Nagdev, 2) Shital Kanhaiyalal Nagdev, 3) Lalit Kanhaiyalal Nagdev, 4) Anand Damodar Nagdev, 5) Rajpal Anmol Daryani, 6) Harish Harchanmal Daryani, 7) Anju Prakash Daryani, 8) Pravin Prakash Daryani, 9) Ajay Murlidhar Kukreja, 10) Murli Laxmdas Kukreja, 11) Ganshyam Ramdas Kukreja and 12) Dipa Nanak Kukreja Purchased out of Survey No. 51/A/1P area measuring 0 H.40 R and Survey No.52/2 area measuring 0 H.40 R from 1) Rusi Fareedoonji Ghaswalla and 2) Tehmi Kervurshroo Irani and 3) Najoo Feredoon Nasrawadi, for consideration of ₹ 27,16,000/- (Rupees Twenty-seven Lakh Sixteen Thousand only), by way of **Sale Deed** dated. 07/11/1999, therefore, names of the purchaser were entered as owners & possessor in the revenue records, vide **Mutation Entry No. 7223** duly certified on 13/08/1997, **This Mutation Entry is irrelevant as far as this report is a concern and needs no comment.**
4. Sasi Fareedoon Ghaswalla died on 22/10/2006 and his wife Perin Sasi Ghaswalla died on 06/12/1982 leaving behind legal heirs i.e., Khusharoo Rusi Ghaswalla (Age, 54) therefore, name of the above-mentioned legal heir was brought on record of rights of Survey No. 51/A/1 and 153/1+2 and to that effect, **Mutation Entry No. 8484** duly certified on 10/04/2007.
5. **Mutation Entry No. 10306** duly certified on 16/04/2017 is mutated about Plot No. 3/4 of Survey No. 135/2, hence irrelevant as far as this report is a concern and needs no comment.
6. **Mutation Entry No. 10366** duly certified on 01/08/2017 is mutated about an Vindsar Royal Co-Op Housing Society on Survey No. 51/A/1, hence irrelevant as far as this report is a concern and needs no comment.
7. **Mutation Entry No. 10487** duly certified on 02/05/2018 is with respect to re-edit module.
8. 1) Tehmi Kervurshroo Irani alias Khurshroo Irani, 2) Najoo Feredoon Nasrabadi alias Nasrawadi and 3) Khusharoo Rusi Ghaswalla have agreed to sell, convey, transfer land admeasuring Hector 00.81 Are out of Survey No. 153/1/2 total area measuring Hector 3.29 Are + Pot Kharaba H. 00.04 Are total area measuring Hector 3.33 Are to M/s. Shah Builders & Developers Partnership Firm through its Partner Atish Mahendra Shah, for the consideration of ₹ 10,00,00,000/- (Rupees Ten Crore only), entered into **Agreement of Sale** dated. 05/04/2022 duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-2 at Sr. No. NSN2-3625-2022.
9. 1) Tehmi Kervurshroo Irani alias Khurshroo Irani, 2) Najoo Feredoon Nasrabadi alias Nasrawadi and 3) Khusharoo Rusi Ghaswalla executed **General Power of Attorney** dated. 05/04/2022 in favour of M/s. Shah

Builders & Developers Partnership Firm through its Partner Atish Mahendra Shah, with respect to land admeasuring Hecter 00.81 Are out of Survey No. 153/1/2 total area measuring Hecter 3.29 Are + Pot Kharaba H. 00.04 Are total area measuring Hecter 3.33 Are. which is duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-2 at Sr. No. NSN2-3627-2022.

10. 1) Tehmi Kervurshroo Irani, 2) Najoo Feredoon Nasrabadi and 3) Khusharoo Rusi Ghaswalla obtained approval of Final Layout Plan Approval Letter dated 23/03/2023, CBR No. 21 issued by Hon. Cantonment Council Deolali; Non-Agricultural Notice by Order dated 29/07/2022, bearing No. Ku.ka/42/B/S.R/213/2022 issued by Hon. Tahsildar, Nashik and Sanad by Order dated 25/08/2022, bearing No. KuKa/42-B/S.R/220/2022 issued by Hon. Tahsildar, Nashik, Jointly laid into Plots, including Survey No.51/A/1P/153/1/2P/Plot/14 area measuring 249.56 sq. Meters, accordingly, separate 7/12 of these plots were prepared, to that effect, **Mutation Entry No. 11403** duly certified on 16/06/2023.
11. Narendrasingh Ajitsingh Patil purchased the immovable property being Plot No. 14, area measuring 249.56 sq. Meters, out of land area measuring 7,296.00 Sq. Meters, out of Survey No. 153/1/2 total area measuring Hecter 3.29 Are + Pot Kharaba H. 00.04 Are total area measuring Hecter 3.33 Are + Survey No. 51/A/1 total area measuring 500.00 Sq. Meters from 1) Tehmi Kervurshroo Irani alias Khurshroo Irani, 2) Najoo Feredoon Nasrabadi alias Nasrawadi and 3) Khusharoo Rusi Ghaswalla with the consent of M/s. Shah Builders & Developers Partnership Firm through its Partner Atish Mahendra Shah, for consideration of ₹ 30,00,000/- (Rupees Thirty Lakh only), by way of **Sale Deed** dated. 06/09/2023 duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-3 at Sr. No. NSN2-9635-2023, therefore, name of the purchaser was entered as owners & possessor in the revenue records, vide **Mutation Entry No. 11470** duly certified on 26/09/2023.
12. Narendrasingh A. Patil prepared Building Plan for the rection of residential project over Plot No. 14 out of Survey No. 51/A/1P/153/1/2P which sanctioned by Hon. Assistant Executive Officer, for Chief Executive Officer, Deolali Cantonment Board, Deolali, vide **Building Permission** dated 30/04/2024, bearing No. 3960/BLD/E-8/1319.

7/12 Extract

13. The digital 7/12 Extract downloaded on 28/09/2024 at 17:00:45 Hrs of **Survey No. 51/A/1P/153/1/2P/Plot/14** area measuring 249.56 Sq. Meters, stands in the names of **Narendrasingh Amitsingh Patil** In other rights column the remark of 'residential Purpose' and no charges or encumbrances of whatsoever nature are seen.

(16) Whether there is any doubt/suspicion about the genuineness of the original documents? If yes, then specify.	No.
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(17) The Final Certificate of the Advocate confirming that the title of the property/ies to be mortgaged is examined by him and the same is/are clear & marketable.

On the basis of observations made in Clause 15, I am of the opinion that the title of the immovable property being **Plot No. 14**, area measuring 249.56 sq. Meters, out of land area measuring 7,296.00 Sq. Meters, out of **Survey No. 153/1/2** total area measuring Hector 3.29 Are + Pot Kharaba H. 00.04 Are total area measuring Hector 3.33 Are + **Survey No. 51/A/1** total area measuring 500.00 Sq. Meters, along with residential construction (**As Per Recent Digital 7/12 Extract of Survey No.51/A/1P/153/1/2P/Plot/14**), situated at village **Sansari**, Tal. & Dist. **Nashik**, within the limits of Nashik Municipal Corporation, Nashik, is clear, negotiable & marketable and free from charges or encumbrances, of whatsoever nature, owned by **Narendrasing Ajitsing Patil**, i.e., borrower/s and the borrower/s can execute **EQUITABLE MORTGAGE** of the said property in favour of the Bank, by the deposit of title deeds/documents mentioned Clause 18 of this report.

(18) List of documents to be deposited for creation of mortgage by the mortgagor including any additional document required in addition to the documents available.

1. The 7/12 Extracts & relevant mutation entries.
2. Photocopy of Building Permission dated 30/04/2024, bearing No. 3960/BLD/E-8/1319 issued by Hon. Assistant Executive Officer, for Chief Executive Officer, Deolali Cantonment Board, Deolali.
3. Original and Certified copy of Sale Deed dated. 06/09/2023 duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-2 at Sr. No. NSN2-9635-2023, together with original registration Receipt No. 11691.
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(19) Whether any additional formalities to be completed by the proposed mortgagor? If yes, state specifically in case of flats/properties in co-operative societies whether allotment letter, possession letter, share certificate, affidavit, power of attorney, etc. is required.

Photocopy of Building Occupancy Certificate.

(20) Whether provisions of

Yes.

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Securitization & Reconstruction of Financial Assets & Enforcement of Security Interest (SARFAESI) Act, 2002 are applicable?	
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Place: Nashik

Date:

M.T.Q. Sayyed
Advocate