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ARUN WAKCHAURE & ASSOCIATES**Adv. Arun Wakchaure**

B.Com., LL.B.

Adv. Vivek Wakchaure

B.Com., M.B.A., LL.B.

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ANNEXURE-IV**SPECIAL REPORT ON TITLE**

To,
The Branch Manager,
Punjab National Bank,
Branch at: M.C.C. Nashik

Sub.	Search Report with respect to All that piece and parcel of Shop No. 8 area admeasuring 3382.00 Sq. Fts. Carpet on Upper Ground Floor in the building by name Shree Kalika Plaza constructed on S. No. 547/B/2B/3/1+2+3 having corresponding CTS No. 7063/1A+7063/1B+7063/1C and having Final Plot No. 82 situated at Nashik Shahar Tal. & Dist Nashik, within the limits of Nashik Municipal Corporation, and within the limits of Registration and Sub Registration of Nashik, bounded as per approved building plan: On or towards East : Shop No. 9 On or towards West : Shop No. 7 On or towards South : side Margin & Entry. On or towards North : side Margin & Entry. Belonging to, Mr. Deepak Kalyanji Chande Prop. of Deepak Builders & Developers.
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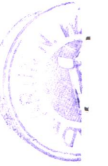
Dear Sir,

As per our telephonic conversation and on the basis of certified copies of 7/12 extracts and mutation entry obtained by me and other relevant documents forwarded to me pertaining to the said immovable properties and the other information submitted by you, I have conducted a detail search and investigation and submit my report as under:

	ASPECTS TO BE CONSIDERED	COUNSEL'S STATEMENT
A)	PARTICULARS	
1.	Name of the Borrower with address:	Mr. Deepak Kalyanji Chande Prop. of Deepak Builders & Developers. R/at: Guruashish, Opp Gurudwara, Nashik Pune Road, Nashik Road, Nashik, Tal. Dist. Nashik.
2.	Name of the person offering mortgage with parentage / constitution and address.	Mr. Deepak Kalyanji Chande Prop. of Deepak Builders & Developers, R/at: Guruashish, Opp Gurudwara, Nashik Pune Road, Nashik Road, Nashik, Tal. Dist. Nashik.
3.	Details of the property to be mortgaged: [As per title Deed and as per present position]	All that piece and parcel of Shop No. 8 area and 3348.91 Sq. Fts. Carpet on Upper Ground Floor in the building by name Shree Kalika Plaza constructed on S. No. 547/B/2B/3/1+2+3 having corresponding CTS No. 7063/1A+7063



			/1B+7063/1C and having Final Plot No. 82 situated at Nashik Shahar Tal. & Dist Nashik.
B)		INVESTIGATIONS	
	1.	Details of the Title Deeds/ Documents (including Link Deeds/ Parent Deeds) to be deposited for creation of the mortgage (with full particulars regarding nature of document, date of execution and details of registration.	<ol style="list-style-type: none"> 1. Copy of Development Agreement and General Power of Attorney dated 07/05/2018 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant and other 2 registered at Sr. No. NSN-6-1349/2018 and 1350/2018 respectively. 2. Copy of Development Agreement and General Power of Attorney dated 07/05/2018 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant and other 2 registered at Sr. No. NSN-6-1347/2018 and 1348/2018 respectively. 3. Copy of Development Agreement and General Power of Attorney dated 07/05/2018 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant registered at Sr. No. NSN-6-1343/2018 and 1344/2018 respectively. 4. Copy of Development Agreement and General Power of Attorney dated 07/05/2018 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant registered at Sr. No. NSN-6-1345/2018 and 1346/2018 respectively along with receipt of registration 5. Copy of Sale Deed dated 03/05/2019 Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant registered at Sr. No. NSN-2-2824/2019. 6. Copy of Sale Deed dated 11/12/2019 Deepak Kalyanji Chande, Prop. of Deepak Builders & Developers by Mr. Shabbir Abbasbhai Merchant Mrs. Fatema Abbasbhai Merchant & Mr. Asgarbhai Mohammedbhai Merchant registered at Sr. No. NSN-1-8894/2019. 7. Copy of Sale Deed dated 20/03/2019 Mr. Deepak Kalyanji Chande, Prop. of Deepak Builders & Developers by Mr. Shabbir Abbasbhai Merchant &





		<p>Mrs. Fatema Abbasbhai Merchant registered at Sr. No. NSN-2-1838/2019.</p> <p>8. Copy of Sale Deed dated 29/03/2022 executed in favor of Mr. Deepak Kalyanji Chande, Prop. of Deepak Builders & Developers by Mr. Shabbir Abbasbhai Merchant registered at Sr. No. NSN-2-3377/2022.</p> <p>9. Original Confirmation Deed dated 03/01/2020 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant and other 2 registered at Sr. No. SNR-2-74/2020.</p> <p>10. Copy of Gift Deed dated 22/11/2005 executed in favour of Mr. Shabbir Zainuddin Merchant by Mr. Zinuddin Mohamadbhai Merchant registered at Sr. No. NSN-1-6553/2005 on 23/11/2005.</p> <p>11. Copy of Correction Deed dated 21/11/2014 executed by Mr. Shabbir Zainuddin Merchant and Mr. Zinuddin Mohamadbhai Merchant registered at Sr. No. NSN-1-10092/2014.</p> <p>12. Copy of Deed of Release dated 19/09/2014 executed in favour of Mr. Asgarbhai Mohammedbhai Merchant & Mr. Shabbir Abbasbhai Merchant & Mrs. Fatema Abbasbhai Merchant by Mr. Zakiuddin Mohammedbhai Merchant & Mr, Tasduqbhai Mohammedbhai Merchant registered at Sr. No. NSN-6-2387/2014.</p> <p>13. Copy of Deed of Release dated 18/07/2014 executed in favour of Mr. Shabbir Abbasbhai Merchant & Mrs. Fatema Abbasbhai Merchant by Mr. Zakiuddin Mohammedbhai Merchant & Mr. Tasduqbhai Mohammedbhai Merchant & Mr. Asgarbhai Mohammadbhai Merchant registered at Sr. No. NSN-6-1444/2014.</p> <p>14. Copy of Layout.</p> <p>15. 7/12 Extracts and Mutation Entries</p> <p>16. Copy of Building Plan.</p> <p>17. Copy of Commencement Certificate No. LND/BP/Nashik/DCR/0163/2019 dated 06/02/2019</p> <p>18. Completion Certificate No. 1. Javak Kr./NANIVI/A1/26569/2021 dated 03/11/2021. 2. Javak Kr./NANIVI/A-1/30460 dated 14/10/2022.</p> <p>19. Copy of N.A. Order.</p>
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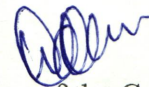
			20. N.A. Tax Receipt
	2.	Whether Certified Copies have been obtained from the Registrar's Office.	Yes
	3.	Whether the documents in hand are compared with the certified copies and whether the documents given raise any doubt or suspicion?	I have compared original document with certified copy. It does not given any doubt or suspicion.
	4.	Whether the registration particulars number & date and page particulars as given in the title deed shown to the counsel tally with the particulars as stated in the records of the registrar's office?	Yes. Registration Particulars, Number and Date and page particulars tally with original title deeds.
	5.	Whether the registration particulars number & date and page particulars as given in the title deed tally with the particulars as stated in the certified copy as obtained from the registrar's office?	Yes. Registration Particulars, Number and Date and page particulars tally with certified copy obtained from Registrar's Office.
	6.	Whether the photographs of parties as affixed in conveyance deed/title deed tally with the photograph seen in the certified copy as obtained from the registrar's office?	Photographs seen in certified copy as obtained from Jt. Sub. Registrar's Office tally with the photographs obtained by registrar office in Title Deeds
	7.	Whether contents of the as given in the title deed tally verbatim with the contents as stated in the certified copy obtained from the registrar's office? If not. Variations are specified. What is it's effects?	Yes. All contents tally with original title deeds. I do not find any variations.
	8.	Whether the property has been mutated in the name of the person offering the mortgage?	Yes.
	9.	Whether equitable mortgage can be created at the place where the branch disbursing the loan is situated?	Registered Mortgage Deed shall be executed.
	10.	Whether there is any bar under any local law for creation of the mortgage of the property to be mortgaged? (In some States, there are legal restrictions on creation of the mortgage of agricultural property for non-agricultural purpose)	No.
	11.	Whether there are any restrictions regarding sale of the property to be mortgaged? (In some States, there are restrictions for sale of property to residents outside the States)	No.
	12.	Whether all the approvals, clearance / sanctions required for creation of the	Yes.



		mortgage have been obtained? If not obtained, what are such sanctions, approvals and clearances yet to be obtained?	
	13.	Whether the property is ancestral / or under joint ownership or the minor is having interest in the property? If so, its effect thereof.	Self Acquired Property.
	14.	Whether the property to be mortgaged has been acquired under Land Acquisition Act, 1894?	No.
	15.	Whether Urban Land Ceiling Act is applicable in the State where the property is located?	No.
	16.	In case of leasehold property, whether permission/ NOC from the Lessor is required for creation of mortgage? Whether permission of the lessor /NOC is obtained?	Not Applicable.
	17.	What is the rate of sharing of unearned income with lessor, in the event of sale of the property?	Not Applicable
	18.	Whether copy of title deed favoring lessor (other than Govt.) is made available to examine the validity of the lease.	Not Applicable
	19.	Whether terms & conditions given in the lease deed have been complied with? If any condition is violated, effect thereof.	Not Applicable
	20.	Whether any permission of income Tax Authorities / Assessing Office is required under the provisions of Income Tax Act for creation of mortgage or any certificate is to be submitted to the Bank to show that no dues are outstanding to the Income Tax Department.?	Not Applicable.
	21.	In respect of agriculture land, whether land is declared surplus or under consolidation of holdings?	Not Applicable.
	22.	Whether certified copies of Revenue Records has been obtained and examined to confirm that no dues are outstanding towards the mortgagor?	Yes. No dues are outstanding towards the mortgagor.
	23.	Whether the mortgaged property is enforceable under SARFAESI Act 2002	Yes.

Date: 06/05/2023

Place: Nashik.



Name of the Counsel

ARUN N. WAKCHAURE
(B.Com. LL.B.) AdvocateOff: A-224, 2nd Floor,
Meghdoot Shopping Center,
Opp. Old CBS. Nashik-422002

CERTIFICATE

Reference No:
ENTRY SERIAL NO. 78(11)/
REGISTER NO. 1 OF YEAR
2022

Counsel's Name & Address
ADV. ARUN N. WAKCHAURE
Off.: A-224, Second Floor,
Meghdoot Shopping Centre,
Opp Old CBS Nashik
Date: 06/05/2023

To,
The Senior Manager,
PUNJAB NATIONAL BANK
BO: M.C.C., Nashik.

Subject:	Opinion on investigation of title and obtaining of search report in respect of property All that piece and parcel of Shop No. 8 area admeasuring 3382.00 Sq. Fts. Carpet on Upper Ground Floor in the building by name Shree Kalika Plaza constructed on S. No. 547/B/2B/3/1+2+3 having corresponding CTS No. 7063/1A+7063/1B+7063/1C and having Final Plot No. 82 situated at Nashik Shahar Tal. & Dist Nashik
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As requested, I have conducted the legal investigation of the title and made a search of records in the registration office and other offices as required in the matter.

I have answered all the queries in the Special Report, which is enclosed.

I hereby certify that the registration particulars number, date and page particulars etc., as shown in the original title deed and contents thereof tally with the information as stated in the records of office of Sub-Registrar/Registrar of assurance as well as with certified copy of the title deed, which was obtained by me is enclosed with this certificate.

I further certify that the photograph of previous owner and of intending mortgagor affixed/seen in the title deed tally with records of registration office as well as certified copy of the title deed.

Chain of title relating to the property is complete as given in the Annexure hereto.

I have verified, tallied and compared following documents from the record of the office of Sub-Registrar/Registrar of assurance and also from the records of other appropriate authorities.

1. Copy of Sale Deed dated 03/05/2019 Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant registered at Sr. No. NSN-2-2824/2019.
2. Copy of Sale Deed dated 11/12/2019 Deepak Kalyanji Chande, Prop. of Deepak Builders & Developers by Mr. Shabbir Abbasbhai Merchant Mrs. Fatema Abbasbhai Merchant & Mr. Asgarbhai Mohammedbhai Merchant registered at Sr. No. NSN-1-8894/2019.
3. Copy of Sale Deed dated 20/03/2019 Mr. Deepak Kalyanji Chande, Prop. of Deepak Builders & Developers by Mr. Shabbir Abbasbhai Merchant & Mrs. Fatema Abbasbhai Merchant registered at Sr. No. NSN-2-1838/2019.
4. Copy of Sale Deed dated 29/03/2022 executed in favor of Mr. Deepak Kalyanji Chande, Prop. of Deepak Builders & Developers by Mr. Shabbir Abbasbhai Merchant registered at Sr. No. NSN-2-3377/2022.

I shall be liable/responsible, if any loss is cause to the bank due to negligence on my part in making the search and bank has the unqualified right to publish my name for including caution list being maintain by the INIDAN BANK'S ASSOCIATION OF RESERVE BANK OF INDIA or any other such body for circulation amongst bank/finical institutions.

The search report of which is annexed hereto, conducted by me, for the period from 2011 to 2023. The property is free from any encumbrances.

I have given opinion earlier on investigation of title relating to the same property as detailed here above.

I find no defects in the title of the person offering mortgage:

I hereby certify that **Mr. Deepak Kalyanji Chande Prop. of Deepak Builders & Developers** have a clear, valid and marketable title over the above said property and the charge of mortgage can be created by obtaining following documents.

1. Copy of Development Agreement and General Power of Attorney dated 07/05/2018 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant and other 2 registered at Sr. No. NSN-6-1349/2018 and 1350/2018 respectively.
2. Copy of Development Agreement and General Power of Attorney dated 07/05/2018 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant and other 2 registered at Sr. No. NSN-6-1347/2018 and 1348/2018 respectively.
3. Copy of Development Agreement and General Power of Attorney dated 07/05/2018 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant registered at Sr. No. NSN-6-1343/2018 and 1344/2018 respectively.
4. Copy of Development Agreement and General Power of Attorney dated 07/05/2018 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant registered at Sr. No. NSN-6-1345/2018 and 1346/2018 respectively along with receipt of registration
5. Copy of Sale Deed dated 03/05/2019 Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant registered at Sr. No. NSN-2-2824/2019.
6. Copy of Sale Deed dated 11/12/2019 Deepak Kalyanji Chande, Prop. of Deepak Builders & Developers by Mr. Shabbir Abbasbhai Merchant Mrs. Fatema Abbasbhai Merchant & Mr. Asgarbhai Mohammedbhai Merchant registered at Sr. No. NSN-1-8894/2019.
7. Copy of Sale Deed dated 20/03/2019 Mr. Deepak Kalyanji Chande, Prop. of Deepak Builders & Developers by Mr. Shabbir Abbasbhai Merchant & Mrs. Fatema Abbasbhai Merchant registered at Sr. No. NSN-2-1838/2019.
8. Copy of Sale Deed dated 29/03/2022 executed in favor of Mr. Deepak Kalyanji Chande, Prop. of Deepak Builders & Developers by Mr. Shabbir Abbasbhai Merchant registered at Sr. No. NSN-2-3377/2022.
9. Original Confirmation Deed dated 03/01/2020 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant and other 2 registered at Sr. No. SNR-2-74/2020.
10. Copy of Gift Deed dated 22/11/2005 executed in favour of Mr. Shabbir Zainuddin Merchant by Mr. Zinuddin Mohamadbhai Merchant registered at Sr. No. NSN-1-6553/2005 on 23/11/2005.
11. Copy of Correction Deed dated 21/11/2014 executed by Mr. Shabbir Zainuddin Merchant and Mr. Zinuddin Mohamadbhai Merchant registered at Sr. No. NSN-1-10092/2014.
12. Copy of Deed of Release dated 19/09/2014 executed in favour of Mr. Asgarbhai Mohammedbhai Merchant & Mr. Shabbir Abbasbhai Merchant & Mrs. Fatema Abbasbhai Merchant by Mr. Zakiuddin Mohammedbhai Merchant & Mr. Tasduqbhai Mohammedbhai Merchant registered at Sr. No. NSN-6-2387/2014.
13. Copy of Deed of Release dated 18/07/2014 executed in favour of Mr. Shabbir Abbasbhai Merchant & Mrs. Fatema Abbasbhai Merchant by Mr. Zakiuddin Mohammedbhai Merchant & Mr. Tasduqbhai Mohammedbhai Merchant & Mr. Asgarbhai Mohamadbhai Merchant registered at Sr. No. NSN-6-1444/2014.



[8]

14. Copy of Layout.
15. 7/12 Extracts and Mutation Entries
16. Copy of Building Plan.
17. Copy of Commencement Certificate No. LND/BP/Nashik/DCR/0163/2019 dated 06/02/2019
18. Completion Certificate No. 1. Javak Kr./NANIVI/A1/26569/2021 dated 03/11/2021.
2. Javak Kr./NANIVI/A-1/30460 dated 14/10/2022.
19. Copy of N.A. Order.
20. N.A. Tax Receipt

And other documents as per procedure of Bank.

I have returned the original / certified copies of all documents shown to me to bank.

Encl.:

1. Special Report
2. Chain of Title
3. Search Report

Advocate

ARUN N. WAKCHAURE
(B.Com. LL.B.) Advocate
Off: A-224, 2nd Floor,
Meghdoot Shopping Center,
Opp. Old CBS. Nashik-422002



ANNEXURE V-B**SEARCH REPORT**

Account _____

BO: M.C.C., Nashik.

Search Report relates to searches made in:

- a) Sub Registrar office : Nashik
 b) Registrar of Companies : Not Applicable
 c) Courts : Not Applicable
 d) Other Offices : Not Applicable
 a) Office of the Co-Operative Society : Not Applicable
 b) _____ Development Authority. : Not Applicable
 e) Any other documents : Not Applicable
 a) Receipt of payment of Municipal Taxes etc.:

1. Sub Registrar/ Registrar of Assurance Office:

The encumbrance certificate was not obtained from the Sub. Registrar is there is no system of issue of encumbrance's certificate in the office of Sub- Registrar.

2. Besides obtaining encumbrances certificate from the Sub Registrar, personal search was carried out by me for the purpose. Inspection was made on **06.05.2022** for the period from **2011** to **2023** at the following sub registrar / offices:

- a) Sub Registrar Nashik.

The Search Report disclosed the following encumbrances:**The Search report does not disclosed any charge.**

3. The ownership of the property being of a company, search was conducted in the following offices of the registrar of companies.

The search made out in the office of Registrar of Companies disclosed

ROC	INFORMATION
Not Applicable	Not Applicable.

4. **Inspection of Court records disclosed:**

(This may be detail suit pending, Decree, Attachment before Judgment, Injunction, Appointment of Receiver, Appointment of Liquidator)

Name of Court	Date of Order	Nature of Order
Not Applicable	Not Applicable	Not Applicable

5. **Searches made/ Inspections carried out in the following offices disclosed:**

Office	Date of Search/ Inspection	Information
Sub. Registrar Nashik	06.05.2023	I do not find any adverse entry.

6. **A study of the following documents disclosed:**

Details of documents perused	Information
1. Copy of Development Agreement and General Power of Attorney dated 07/05/2018 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant and other 2 registered at Sr. No. NSN-6-1349/2018 and 1350/2018 respectively.	The documents at Serial No. 1 to 13 are properly stamped and duly registered at the Office of Jt. Sub. Registrar, Nashik.
2. Copy of Development Agreement and General Power of Attorney dated 07/05/2018 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant and other 2 registered at Sr. No. NSN-6-1347/2018 and 1348/2018 respectively.	These documents are enforceable as per recognized law. Other related documents are also
3. Copy of Development Agreement and General Power of Attorney dated 07/05/2018 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant registered at Sr. No. NSN-6-1343/2018 and 1344/2018 respectively.	enforceable as per recognized law.
4. Copy of Development Agreement and General Power of Attorney dated 07/05/2018 executed in favour of Mr. Dipak Kalyanji Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant registered at Sr. No. NSN-6-1345/2018 and 1346/2018 respectively along with receipt of registration	
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9. Original Confirmation Deed dated 03/01/2020 executed in favour of Mr. Dipak Kalyanji	



<p>Chande, Prop. of Dipak Builders & Developers by Mr. Shabbir Abbasbhai Merchant and other 2 registered at Sr. No. SNR-2-74/2020.</p> <p>10. Copy of Gift Deed dated 22/11/2005 executed in favour of Mr. Shabbir Zainuddin Merchant by Mr. Zinuddin Mohamadbhai Merchant registered at Sr. No. NSN-1-6553/2005 on 23/11/2005.</p> <p>11. Copy of Correction Deed dated 21/11/2014 executed by Mr. Shabbir Zainuddin Merchant and Mr. Zinuddin Mohamadbhai Merchant registered at Sr. No. NSN-1-10092/2014.</p> <p>12. Copy of Deed of Release dated 19/09/2014 executed in favour of Mr. Asgarbhai Mohammedbhai Merchant & Mr. Shabbir Abbasbhai Merchant & Mrs. Fatema Abbasbhai Merchant by Mr. Zakiuddin Mohammedbhai Merchant & Mr, Tasduqbhai Mohammedbhai Merchant registered at Sr. No. NSN-6-2387/2014.</p> <p>13. Copy of Deed of Release dated 18/07/2014 executed in favour of Mr. Shabbir Abbasbhai Merchant & Mrs. Fatema Abbasbhai Merchant by Mr. Zakiuddin Mohammedbhai Merchant & Mr. Tasduqbhai Mohammedbhai Merchant & Mr. Asgarbhai Mohammadbhai Merchant registered at Sr. No. NSN-6-1444/2014.</p> <p>14. Copy of Layout.</p> <p>15. 7/12 Extracts and Mutation Entries</p> <p>16. Copy of Building Plan.</p> <p>17. Copy of Commencement Certificate No. LND/BP/Nashik/DCR/0163/2019 dated 06/02/2019</p> <p>18. Completion Certificate No. 1. Javak Kr./NANIVI/A1/26569/2021 dated 03/11/2021. 2. Javak Kr./NANIVI/A-1/30460 dated 14/10/2022.</p> <p>19. Copy of N.A. Order.</p> <p>20. N.A. Tax Receipt</p>	
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There are no defects found in the title of said property.



ARUN N. WAKCHAURE
(B.Com. LL.B.) Advocate
Off: A-224, 2nd Floor,
Meghdoot Shopping Center,
Opp. Old CBS, Nashik-422002

SEARCH REPORT / TITLE REPORT / CHAIN OF TITLE

Description of Property:

All that piece and parcel of Shop No. 8 area admeasuring 3382.00 Sq. Fts. Carpet on Upper Ground Floor in the building by name Shree Kalika Plaza constructed on S. No. 547/B/2B/3/1+2+3 having corresponding CTS No. 7063/1A+7063/1B+7063/1C and having Final Plot No. 82 situated at Nashik Shahar Tal. & Dist Nashik.

Chain of the title:

- 1) I have perused the relevant 7/12 extract, mutation entries and other relevant documents with respect to S. No. 547/B/2B/3/1+2+3 having C.T.S. No. 7063/1A+7063/1B+7063/1C situated at Nashik Shahar, Tal. and District Nashik.

History Regarding S. No. 547/B/2B/3/1

- 2) It reveals from the record that- initially, prior to the year 1992, the Non Agricultural land bearing 547/B/2B/3/1 area adm. 1899.65 Sq. Mtrs. corresponding C. T.S No. 7063/1B was owned and possessed by Mr. Abbasbhai Shaikh Muhammadbhai, Mr. Tasdukbhai Shaikh Muhammadbhai, Mr. Akiuddin Shaikh Muhammadbhai and Mr. Asgarbhai Shaikh Muhammadbhai.
- 3) It reveals from M.E. No. 84788 dated 27/07/2012 that, Mr. Abbasbhai Shaikh Muhammadbhai expired on 25/06/2011. He left behind son Shabbir and Widow Fatema. Accordingly, names of these legal heirs of deceased Abbasbhai Shaikh Muhammadbhai are recorded in revenue record of rights.
- 4) It appears from M.E. No. 94907 dated 25/09/2014 that, Mr. Tasdukbhai Shaikh Muhammadbhai and Mr. Akiuddin Shaikh Muhammadbhai released their rights, title and interest in favour of Mr. Asgarbhai Shaikh Muhammadbhai, Mr. Shabbir Abbasbhai Marchant and Fatema Abbasbhai Marchant by way of registered Release Deed which is registered at Sr. No. NSN-6-2387/2014. Accordingly, as per Release Deed names of Mr. Tasdukbhai Shaikh Muhammadbhai and Mr. Akiuddin Shaikh Muhammadbhai are deleted from revenue record of rights.
- 5) It appears from M.E. No. 401008 dated 07/05/2018 that, Mr. Shabbir Abbasbhai Marchant and others 2 executed Development Agreement in favour of Deepak Builders and Developers dated 07/05/2018 registered at Sr. No. NSN-6-1349/2018. As per Development Agreement name of Deepak Builders & Developers is recorded in other rights column of 7/12 extract.



- 6) It reveals from M.E. No. 402716 dated 15/01/2020 that, Mr. Shabbir Abbasbhai Marchant and others sold the land bearing S. No. 547/B/2B/3/1 to Deepak Builders & Developers by registered Sale Deed registered at Sr. No. NSN-1-8894/2019. As per Sale Deed land bearing S. No. 547/B/2B/3/1 is mutated in the name of Deepak Builders & Developers. As per Sale Deed C.T.S. No. 7063/1B is also mutated in the name of Deepak Builders & Developers.
- 7) It reveals from M.E. No. 404808 dated 25/08/2021 that, Deepak Builders & Developers through its Prop. Mr. Deepak Kalyanji Chande have got approved N.A. Order from Collector of Nashik, vide its Order Bo. Masha/Kaksh/3/2/Ru.Ka.Aa./S.R./316/2019 dated 02/12/2019.
- 8) It reveals from M.E. No. 405439 dated 05/01/2022 that, as per the Company Law, 2013, Deepak Builders & Developers through its Prop. Mr. Deepak Kalyanji Chande change the name as Deepak Infra & Homes Pvt. Ltd. Hence name of Deepak Builders & Developers through its Prop. Mr. Deepak Kalyanji Chande deleted & Deepak Infra & Homes Pvt. Ltd. is mutated in revenue record of rights.
- 9) It reveals from M.E. No. 407140 dated 11/01/2023 that, Deepak Infra & Homes Pvt. Ltd. deleted from revenue record of rights and Deepak Builders & Developers through its Prop. Mr. Deepak Kalyanji Chande is mutated in revenue record of rights.
- 10) M.E. No. 407400 is not concern with aforesaid property, hence not commented.

History Regarding S. No. 547/B/2B/3/2

- 11) It appears from revenue record that- initially, the Non Agricultural land bearing S. No. 547/B+2B+3/2 area adm. 1159.07 Sq. Mtrs. was owned and possessed by Mr. Muhammadbhai Usufali. Said land was his self acquired property and was mutated in his name vide M.E. No. 32532.
- 12) It appears from M.E. No. 92986 dated 07/04/2014 that, Muhammadbhai Usufali was a partnership firm, said firm was dissolved on 01/04/2012. Accordingly, names of Mr. Tasdukhai Shaikh Muhammadbhai and Mr. Mr. Asgarbhai Shaikh Muhammadbhai, Mr. Abbasbhai Muhammadbhai are recorded in revenue record of rights.
- 13) It reveals from M.E. No. 93489 dated 28/05/2014 that, Abbasbhai Muhammadbhai Marchant expired on 25/06/2011. He left behind son Shabbir and Widow Fatema. Accordingly, names of these legal heirs of deceased Abbasbhai Shaik Muhammadbhai are recorded in revenue record of rights.
- 14) It reveals from M.E. No. 94191 dated 24/07/2014 that, Tasdukhai Muhammadbhai Marchant and Asgarbhai Muhammadbhai Marchant released all their rights and interest with respect to 547/B+2B+3/2 in favor of Mr. Shabbir Abbasbhai Marchant and Fatema Abbasbhai Marchant by

Release Deed registered at Sr. No. 1444/2014 on 18/07/2014. As per Release Deed names of Tasdukhai Muhammadbhai Marchant and Asgarbhai Muhammadbhai Marchant are deleted from revenue record of rights.

- 15) It appears from M.E. No. 401010 dated 27/07/2018 that, Mr. Shabbir Abbasbhai Marchant and Fatema Abbasbhai Marchant executed Development Agreement in favour of Deepak Builders and Developers dated 07/05/2018 registered at Sr. No. NSN-6-1347/2018. As per Development Agreement name of Deepak Builders & Developers is recorded in other rights column of 7/12 extract.
- 16) It reveals from M.E. No. 402070 dated 21/06/2019 that, Mr. Shabbir Abbasbhai Marchant and Fatema Abbasbhai Marchant sold the land bearing S. No. 547/B/2B/3/2 to Deepak Builders & Developers by registered Sale Deed registered at Sr. No. NSN-2-1838/2019. As per Sale Deed land bearing S. No. 547/B/2B/3/2 is mutated in the name of Deepak Builders & Developers. As per Sale Deed C.T.S. No. 7063/1C is also mutated in the name of Deepak Builders & Developers.
- 17) It reveals from M.E. No. 403432 that,
- 18) M.E. No. 406334 is not concern said property hence not commented.
- 19) It reveals from M.E. No. 406384 dated 22/07/2022 that, as per the Company Law, 2013, Deepak Builders & Developers through its Prop. Mr. Deepak Kalyanji Chande change the name as Deepak Infra & Homes Pvt. Ltd. Hence name of Deepak Builders & Developers through its Prop. Mr. Deepak Kalyanji Chande deleted & Deepak Infra & Homes Pvt. Ltd. is mutated in revenue record of rights.
- 20) M. E. No. 407141 dated 11/01/2023 that, Deepak Infra & Homes Pvt. Ltd. deleted from revenue record of rights and Deepak Builders & Developers through its Prop. Mr. Deepak Kalyanji Chande is mutated in revenue record of rights.
- 21) M.E. No. 407400 is not concern with aforesaid property, hence not commented.

22) History Regarding S. No. 547/B/2B/3/3

- 23) It appears from revenue record that- initially, the Non Agricultural land bearing S. No. 547/B+2B+3/3 area adm. 3288.35 Sq. Mtrs. was owned and possessed by Mr. Jainuddinbhai Shaikh Muhammad. Said land was mutated in his name.
- 24) Mr. Jainuddinbhai Shaikh Muhammad alias Shaikh Jainuddin Muhammadbhai Marchant sold area adm. 2416.85 Sq. Mtrs out of total area of S. No. 547/B/2B/3/3 said land to Mr. Shabbir Jainuddin Marchant



alias Mulla Shabbirbhai Jainuddin Marchant by Indenture of Conveyance dated 05/10/1996. As per indenture of Conveyance name of purchaser is mutated in revenue record of rights vide M.E. No. 95462 dated 27/11/2014.

- 25) It appears from M.E. No. 95463 dated 27/11/2014 that, Mr. Jainuddinbhai Muhammadbhai Marchant transferred area adm. 769 Sq. Mtrs. by Gift Deed dated 22/11/2005 to Mr. Shabbir Jainuddin Marchant. Said Gift Deed registered at Sr. No. NSN-1-6553/2005. As per Gift Deed name of Jainuddinbhai Muhammadbhai Marchant is deleted from revenue record of rights.
- 26) Mr. Shabbir Jainuddin Marchant executed Development Agreement dated 07/05/2018 in favor of Deepak Builders & Developers, a proprietary firm with respect to area adm. 1500 Sq. Mtrs. out of total area of S. No. 547/B/2B/3/3 registered at Sr. No. NSN-6-1343/2018. Thereafter Mr. Shabbir Jainuddin Marchant executed Development Agreement dated 07/05/2018 in favour of Deepak Builders & Developers with respect to remaining area adm. 1788.35 Sq. Mtrs. registered at Sr. No. NSN-6-1345/2018. As per Deeds of Development Agreement name of Deepak Builders & Developers is recorded in others column of 7/12 extract vide M.E. No. 401009 dated 27/07/2018.
- 27) It reveals from M.E. No. 401994 dated 27/05/2019 that, Mr. Shabbir Jainuddin Marchant sold area adm. 1500 Sq. Mtrs. to Deepak Builders & Developers out of total area of S. No. 547/B/2B/3/3 which was agreed to be developed by Deepak Builders & Developers. Said Sale Deed registered at Sr. No. NSN-2-2824/2019. As per Sale Deed name of Deepak Builders & Developers is mutated in revenue record of rights of S. No. 547/B/2B/3/3 as well as C.T.S. No. 7063/1A.
- 28) Mr. Shabbir Abbasbhai Marchant, Fatema Abbasbhai Marchant & Asgarbhai Mahammadbhai Marchant executed a Confirmation Deed dated 03/01/2020 registered at Sr. No. NSN-4-74/2020 for confirmation of all earlier documents executed in favour of Deepak Builders & Developers.
- 29) It reveals from M.E. No. 402716 dated 15/01/2020 that, Mr. Shabbir Abbasbhai Marchant and others sold the land bearing S. No. 547/B/2B/3/1 to Deepak Builders & Developers by registered Sale Deed registered at Sr. No. NSN-1-8894/2019. As per Sale Deed land bearing S. No. 547/B/2B/3/1 is mutated in the name of Deepak Builders & Developers. As per Sale Deed C.T.S. No. 7063/1B is also mutated in the name of Deepak Builders & Developers.
- 30) It reveals from M.E. No. 404808 dated 25/08/2021 that, Deepak Builders & Developers through its Prop. Mr. Deepak Kalyanji Chande have got approved N.A. Order from Collector of Nashik, vide its Order Bo. Masha/Kaksh/3/2/Ru.Ka.Aa./S.R./316/2019 dated 02/12/2019.

- 31) It reveals from M.E. No. 405439 dated 05/01/2022 that, as per the Company Law, 2013, Deepak Builders & Developers through its Prop. Mr. Deepak Kalyanji Chande change the name as Deepak Infra & Homes Pvt. Ltd. Hence name of Deepak Builders & Developers through its Prop. Mr. Deepak Kalyanji Chande deleted & Deepak Infra & Homes Pvt. Ltd. is mutated in revenue record of rights.
- 32) Mr. Shabbir Abbasbhai Marchant executed Sale Deed in favor of Mr. Deepak Kalyanji Chande, Prop. of Deepak Builders & Developers with respect to area Adm. 1788.35 Sq. Mtrs. out of CTS No. 7063- 1B which is registered at Sr. No. NSN -2- 3377/2022 dated 29/03/2022. As per Sale Deed area adm. 1788.35 Sq. Mtrs. out of CTS No. 7063- 1B is mutated in the name of Deepak Builders & Developers through its Mr. Deepak Kalyanji Chande, Prop. vide M.E. No. 405937
- 33) Mr. Deepak Kalyanji Chande, Prop. of Deepak Builders & Developers have got approved building plan by amalgamating S. No. 547/B/2B/3/1, 547/B/2B/3/2 and 547/B/2B/3/3 (Corresponding C.T.S. No. 7063/1B, 7063/1C & 7063/1A) and constructed a building by name Shree Kalika Plaza. Part completion has been obtained by Deepak Builders & Developers from Nashik Municipal Corporation with respect to Ground Floor + Mezzanine Floor vide letter No. Javak Kr./NANIVI A1/ 26569/ 2021 dated 03/11/2021. & Javak Kr./NANIVI/A-1/30460 dated 14/10/2022.
- 34) It reveals from M.E. No. 406123 dated 25/05/2022 that, as per the Company Law, 2013, Deepak Builders & Developers through its Prop. Mr. Deepak Kalyanji Chande change the name as Deepak Infra & Homes Pvt. Ltd. Hence with respect to area dm. 1788.35 Sq. Mtrs. name of Deepak Builders & Developers through its Prop. Mr. Deepak Kalyanji Chande deleted & Deepak Infra & Homes Pvt. Ltd. is mutated in revenue record of rights.
- 35) It reveals from M.E. No. 401742 dated 11/01/2023 that, Deepak Infra & Homes Pvt. Ltd. is deleted from revenue record of rights and name of Deepak Builders & Developers through its Prop. Mr. Deepak Kalyanji Chande is restored in revenue record of rights.
- 36) M.E. No. 407400 is not concerned with aforesaid property, hence not commented on it.

In such a way Mr. Deepak Kalyanji Chande, Prop. of Deepak Builders & Developers becomes absolute owner of entire amalgamated area of CTS No. 7063/1A+1B+1C together with constructed units thereon.

- 37) Mr. Deepak Kalyanji Chande, Prop. of Deepak Builders & Developers derived legal, valid and marketable title over aforesaid property. He has legal rights to sale, to mortgage aforesaid property.

CERTIFICATE

From the perusal of the history of the said property, & search conducted by me, for the period from 2011 to 2023. And after verifying concern records available for my inspection, regarding All that piece and parcel of Shop No. 8 area admeasuring 3382.00 Sq. Fts. Carpet on Upper Ground Floor in the building by name Shree Kalika Plaza constructed on S. No. 547/B/2B/3/1+2+3 having corresponding CTS No. 7063/1A+7063/1B+7063/1C and having Final Plot No. 82 situated at Nashik Shahar Tal. & Dist Nashik.

I hereby certify that **Mr. Deepak Kalyanji Chande Prop. of Deepak Builders & Developers** have lawful, valid and marketable title over aforesaid property. And said properties are free from any encumbrances any charge of mortgage can be created to secure bank advances.

Date: 06/05/2022

Place: Nashik.



Advocate



ARUN N. WAKCHAURE
(B.Com. LL.B.) Advocate
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