

TITLE REPORT

P. No. 6-A, Vishal Estate,
Near Rashtrawadi Bhawan,
Station Road, Dhule.

Cell: +9194215 38853

+9197308 03500

email : subhashvispute620@gmail.com

Date : 07/03/2018



Subhash G. Vispute
Advocate & Notary

1.	Name and address of the Branch to whom the title report is given	To, WHOM SO EVER
2.	Name of the Account and details of the Owner / Borrower	Ashtavinayak Land Developers through its Partners - 1) Mr. Sunil Shantilal Agrawal. 2) Mr. Rajesh Shantilal Agrawal. 3) Mr. Satish Bhikchand Agrawal. 4) Mr. Dinesh Manohar Sharma. 5) Mr. Devendra Sahebrao Patil. 6) Mr. Dipak Bhatulal Sharma. 7) Mrs. Amandeep Dipak Sharma. 8) Mr. Shailesh Rajanikant Kamdar (HUF). 9) Mr. Kishor Harakchand Bhandari (HUF). 10) Mr. Anup Subhash Gindodiya. All residing at Dhule. Cell: 94222 89088.
3.	Full Description of Property 3.1 NATURE OF IMMOVEABLE PROPERTY (Please describe the property details here properly. General and vague description should be avoided)	Agricultural Land situated at Walwadi , Tal. & Dist. Dhule. Gat No. 152/3. Area: 0 H - 52 R. Assessment: Rs. 2.00 Ps. Boundaries EAST : Gat No. 150. WEST : Gat No. 153. SOUTH : Gat No. 152/4. NORTH : Gat No. 152/1 & 152/2.
	3.2 i) Survey No. ii) Hissa No. iii) Gat No. iv) Town Survey No. v) Khasra No. vi) Patta No. vii) Khatha No. viii) Plot No. (local name of the field a applicable including sub-division should be mentioned)	Gat No. 152/3.
	3.3 Number/Identification details as per building map/plan (Mentioned here numbers like flat number etc. mentioned as per map/plan in the case of flats/condominium/apartments)	N.A.

Signature

136/0

इतर पावती

Original/Duplicate

Wednesday, 07 March 2018 1:42 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 2067 दिनांक: 07/03/2018

गावाचे नाव: वलवाडी धुळे नगरपालीका क्षेत्र

दस्तावेजाचा अनुक्रमांक: दलन 1-0-2018

दस्तावेजाचा प्रकार :

मादर करणान्याचे नाव: अँड. सुभाष जी. विसपुते

वर्णन अर्ज क्रमांक - 961/2018 मौजे वलवाडी ता. जि. धुळे येथील सर्व्हे नं. 152/3 मिळकत सन 1989 ते 2018

एकुण 30 वर्षे एकुण सर्व्हे फी 750/-

SEARCHFEE

रु. 750.00

एकुण:

रु. 750.00

Sub Registrar Dhule

सह दुय्यम निबंधक वर्ग-२
धुळे-१

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

	3.4 Extent of Property (Please mention as described in document / title deed and show it in Sq. Ft. also)	Gat No. 152/3. Area: 0 H - 52 R.
	3.5 Name/s of the Owner/s (full description of the owner/s should be given)	Ashtavinayak Land Developers through its Partners 1) Mr. Sunil Shantilal Agrawal. 2) Mr. Rajesh Shantilal Agrawal. 3) Mr. Satish Bhikchand Agrawal. 4) Mr. Dinesh Manohar Sharma. 5) Mr. Devendra Sahebrao Patil. 6) Mr. Dipak Bhatulal Sharma. 7) Mrs. Amandeep Dipak Sharma. 8) Mr. Shailesh Rajanikant Kamdar (HUF). 9) Mr. Kishor Harakchand Bhandari (HUF). 10) Mr. Anup Subhash Gindodiya.
	3.6 Nature of Ownership • Freehold • Lease hold (mention the residual lease) • License • Undivided Interest (mention the share) • Trust property (mention whether the borrower is a trustee or beneficiary) • Assignee/ Grantee of Govt. • Cultivating Tenant • Title only by possession (mention whether adverse possession/or others) • As a member/share holder of society • As a mortgage • As a servient owner of easement right • Any other (please mention the nature of ownership here)	Freehold.
4.	Tracing of title The Advocate submitting the opinion should give a flow chart for 30 year title ordinarily. In the event it is not possible, it should be at least for a period of 13 years given reasons why 30 years is not possible in terms of circular IC No. 61 18 dated 15th November 2000. The flow chart ideally should be as follows: First owner Second owner Borrower It should be clearly brought out how ownership came to be acquired by each of the owners both predecessor in interest and successor.	As below. Since the year of 1988. Rajdhar Gaba Patil and others.  Rajdhar Gaba Patil.  Dream House Builders and Developers through its partners - Hemant Devidas Salunke and others.  Ashtavinayak Land Developers through its Partners 1) Mr. Sunil Shantilal Agrawal. 2) Mr. Rajesh Shantilal Agrawal. 3) Mr. Satish Bhikchand Agrawal. 4) Mr. Dinesh Manohar Sharma.



	5) Mr. Devendra Sahebrao Patil. 6) Mr. Dipak Ehatulal Sharma. 7) Mrs. Amandeep Dipak Sharma. 8) Mr. Shaillesh Rajanikant Kamdar (HUF). 9) Mr. Kishor Harakchand Bhandari (HUF). 10) Mr. Anup Subhash Gindodiya.												
5. Title deeds/ document details under which ownership is acquired.	<table border="1"> <thead> <tr> <th></th> <th>Name / Nature of deed</th> <th>Details like Regs. Etc.</th> </tr> </thead> <tbody> <tr> <td>First owner</td> <td></td> <td></td> </tr> <tr> <td>Second owner</td> <td></td> <td></td> </tr> <tr> <td> Borrower</td> <td></td> <td></td> </tr> </tbody> </table>		Name / Nature of deed	Details like Regs. Etc.	First owner			Second owner			Borrower		
	Name / Nature of deed	Details like Regs. Etc.											
First owner													
Second owner													
Borrower													
6. List of encumbrances 1) Nature of encumbrance • Change under contract • Mortgage • Negative Lien • Lease/tenancy • Right of Maintenance/reversions • Charge by operation of Law • Preemption rights • Right to specific performance under an agreement to sell. • Liens/first charge under laws • Right of reversion to Government • Lien- pendent 2) Name of the person in whose favour encumbrance is subsisting. 3) Date on which encumbrance has come into existence	No. Subject property is free from all charges and encumbrances												
7. View on encumbrance In the case of encumbrance, the advocate should clearly opine as to - • How far such an encumbrance would affect the value of the property • Any permission/approvals are required for the Bank to create security. • The extent to which Bank's security would be jeopardized because of encumbrance	No												
8. Regulatory issues Clearly Provide the following details • Whether the property is affected by Land Ceiling Law • Whether the property is affected by Land fragmentation Law • Whether the property is affected by Forest Law • Whether the property is affected by	No.												

	Planning Law • Whether the property is affected by Urban Land Ceiling Law • Whether the property is affected by rent restriction/control Law • Whether the property is affected by Environment Law • Whether the property is affected by user restrictions under Municipal /revenue Law • Any other regulatory issue relating to property such as requirement of permission from Development Authority under Law relating to industrial parks. Advocate has to give a report clearly that property is not subject any regulatory issues, if nothing above is applicable.	
9.	View on regulatory hurdles. If the property is affected by regulatory issues, the Advocate has to give a clear view, as to – • How for such an encumbrance would affect the value of the property. • Any permission/approvals are required for the Bank to create security • The extent to which be jeopardized because of encumbrance. Manner and cost of removal of encumbrance	No
10.	List of documents/deeds provided to the Advocate and perused by Him. (The Advocate has to give full description of the documents received and perused by him one by one)	1. 7/12 extracts dated 07/03/2018, true copy. 2. Khate Utara dated 07/03/2018, true copy. 3. Ownership Extract dated 07/03/2018, true copy
11.	List of documents found out, while examining the deeds as above and in the search in the offices of registrar/ revenue authorities affecting the property and examined. (Advocate should take out certified copies and examine the same in the case of documents found out by him during examination as above in column 9)	1) 7/12 extract of Gat No. 152/3. 2) Mutation Entry No. 7794 dated 14/12/1988. 3) Mutation Entry No. 8029 dated 17/02/1998. 4) Mutation Entry No. 20727 dated 29/07/2000. 5) Mutation Entry No. 43349 dated 18/02/2013. 6) Mutation Entry No. 50718 dated 19/02/2018.
12.	List of further documents called for, examined and perused. • Advocate should provide the list of further documents asked for and examined. • In case further documents are not	As per column no. 11.

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	necessary, the Advocate should make a statement here that further documents are not necessary.	
13.	Whether the documents examined are duly stamped as per the Stamp Act. (Advocate should clearly state as to whether the documents are duly stamped are not as per stamp etc.)	Yes
14.	Whether the Registration endorsements are in order. (Advocate should clearly state as to whether registration endorsements are regular)	Yes
15.	Certificate of examination - (The Advocate has to give certificate as follows: "This is to certify that I have examined each and every page of the documents required for giving the title clearance certificate and do not find that transactions under the documents sham and fictitious")	"This is certify that I have examined each and every page of the documents required for giving the title clearance certificate and do not find that transactions under the documents sham and fictitious"
16.	Certificate of title - Title Clearance Certificate should be as follows - "This is to certify that the title to the property of the borrower is clear and marketable without any further act on the part of borrower" OR "This is to certify that the title to the property of the borrower is clear and marketable, if the following acts/deeds are done or caused to be done - 1. 2. 3.	"This is to certify that the title to the property of the borrower is clear and marketable without any further act on the part of borrower."
17.	List of documents to be deposited for creating the mortgage by deposit of title deeds.	The charge can be created by way equitable mortgage if original sale deed is available else Simple Registered Mortgage Deed/ Anusuchi - IV be executed in respect of the subject properties.
18.	Any other suggestion or Advice to protect the security interest of the Bank.	It is advised to execute Registered Mortgage for better security of the loan advances. It is advised to obtain an undertaking from the party that he has not availed any financial assistance from any financial institution or the Patpedhi nor has submitted the extract of the subject to any financial institution or the Patpedhi.

How of Title:-

That the Mutation Entry No. 7794 dated 14/12/1988 shows that loan taken by Daga Yadav Patil was repaid on 30/06/1979 to The Maharashtra State Co-Op. Land Development Bank, Mumbai, therefore charge of above cited Bank was deleted from the Gat No. 152, therefore name of above cited Bank was deleted from the Gat No. 152 and name of original owner named 1) Rajdhar Gaba Patil, 2) Popat Gaba Patil, 3) Eknath Gaba Patil, 4) Vasant Narayan Patil - minor, 5) Vilas Narayan Patil - minor through guardian Lilabai Narayan, 6) Pankabai Gaba Patil and 7) Nimbabai Narayan Patil were recorded in the revenue records of Gat No. 152. Accordingly Mutation Entry No. 7794 was duly certified in the revenue records.

i) That the Mutation Entry No. 8029 dated 17/02/1998 shows that Pankabai Gaba Patil died on 07/11/1990, therefore name of her legal heirs named 1) Rajdhar Gaba Patil, 2) Popat Gaba Patil, 3) Eknath Gaba Patil, 4) Narayan Gaba Patil - deceased his legal heirs named i) Vasant Narayan Patil - deceased his legal heirs a) Shobha Vasant Patil, b) Rupali Vasant Patil, ii) Vilas Narayan Patil, iii) Kevalbai Maka Patil, iv) Shobha Narayan Patil, v) Nimbabai Narayan Patil, and vi) Lilabai Narayan Patil were recorded in the revenue records of Gat No. 152. Accordingly Mutation Entry No. 8029 was duly certified in the revenue records.

c) That the Mutation Entry No. 20727 dated 29/07/2000 shows that Rajdhar Gaba Patil and others were made partition in Gat No. 152 and other Gat numbers and thereby 152 was divided into 4 parts i.e. Gat No. 152/1, 152/2, 152/3 and Gat No. 152/4 and out of them Gat No. 152/3, area adm. 0 H - 52 R was given in the share of Rajdhar Gaba Patil. Therefore Gat No. 152/3 was recorded in the name of Rajdhar Gaba Patil. Accordingly Mutation Entry No. 20727 was duly certified in the revenue records.

d) That the Mutation Entry No. 43349 dated 18/02/2013 shows that Dream House Builders and Developers through its partners 1) Hemant Devidas Saluke, 2) Sandhya Hemant Salunke, 3) Devidas Motiram Salunke, 4) Pradnya Prakash Badjuar and 5) Prakash Shankarrao Badjuar for himself and as power of attorney holder were purchased Gat No. 152/3, area adm. 0 H - 52 R from Rajdhar Gaba Patil by Regd. Sale Deed for the consideration amount of Rs. 15,00,000/-. Therefore Gat No. 152/3 was recorded in the name of Dream House Builders and Developers through its partners 1) Hemant Devidas Saluke, 2) Sandhya Hemant Salunke, 3) Devidas



Motiram Salunke, 4) Pradnya Prakash Badjuar and 5) Prakash Shankarrao Badgujar. Accordingly Mutation Entry No. 43349 was duly certified in the revenue records.

- e) That the Mutation Entry No. 50718 dated 19/02/2018 shows that Ashtavinayak Land Developers through its Partners - 1) Mr. Sunil Shantilal Agrawal, 2) Mr. Rajesh Shantilal Agrawal, 3) Mr. Satish Bhikchand Agrawal, 4) Mr. Dinesh Manohar Sharma, 5) Mr. Devendra Sahebrao Patil, 6) Mr. Dipak Bhatulal Sharma, 7) Mrs. Amandeep Dipak Sharma 8) Mr. Shailesh Rajanikant Kamdar (HUF), 9) Mr. Kishor Harakchand Bhandari (HUF) and 10) Mr. Anup Subhash Gindodiya are purchased Gat No. 152/3, area adm. 0 H - 52 R from Dream House Builders and Developers through its partners 1) Hemant Devidas Saluke, 2) Sandhya Hemant Salunke, 3) Devidas Motiram Salunke, 4) Pradnya Prakash Badjuar, and 5) Prakash Shankarrao Badgujar by Regd. Sale Deed for the consideration amount of Rs. 25,00,000/-. Therefore Gat No. 152/3 has recorded in the name of Ashtavinayak Land Developers - through its Partners Mr. Sunil Shantilal Agrawal and others. Accordingly Mutation Entry No. 50718 duly certified in the revenue records.

I have also perused original title deed, dated 07/02/2018, Regd. on 09/02/2018, vide Regd. Sr. No. 719/2018, which shows that Ashtavinayak Land Developers through its Partners - Mr. Sunil Shantilal Agrawal and others are purchased Gat No. 152/3, area adm. 0 H - 52 R from Dream House Builders and Developers through its partners 1) Hemant Devidas Saluke and others by Regd. Sale Deed for the consideration amount of Rs. 25,00,000/-. Therefore Ashtavinayak Land Developers is Regd. owner of subject property.

- f) That the other right column of subject property does not shows lies pendency of Civil Suit No. 46/2016, but said Civil Suit was withdrawn by Plaintiff on 01/01/2018 by compromise, therefore said remark does not affect title of subject property.
- g) That the other right column of subject property does not show any charge over the subject property.
- h) That **Ashtavinayak Land Developers** through its partners - 1) Mr. Sunil Shantilal Agrawal, 2) Mr. Rajesh Shantilal Agrawal, 3) Mr. Satish Bhikchand Agrawal, 4) Mr. Dinesh Manohar Sharma, 5) Mr. Devendra Sahebrao Patil, 6) Mr. Dipak Bhatulal Sharma, 7) Mrs. Amandeep Dipak Sharma 8) Mr. Shailesh Rajanikant Kamdar (HUF), 9) Mr. Kishor



Bhaskarchand Bhandari (BWF) and 10) Mr. Anup Subhash Gindodiya are owners of Gat No. 152/3, area adm. 0 B - 52 R, situated at Walvadi, Tal. & Dist. Dhule, in column of occupant as exclusive owner.

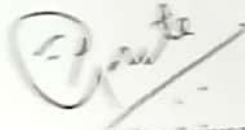
There is no legal impediment for the execution of Mortgage in favour of Bank.

I have enclosed herewith the search receipt of the office of Sub-Registrar Dist. Dhule, bearing receipt no. 2067 dated 07/03/2018.

That the said report has been carried out on the basis of the papers scrutinized by me & all the papers are returned herewith.

Thanking you,

Yours Faithfully




Signature of the Advocate

Name of the Advocate: Adv. Subhash G. Vispure

Cell No. : 94205 38853.

Date: 07/03/2018