SUBODH M. SHAH
B.Sc.(HONS), LL.B.
ADVOCATE

OFF - 1/2, ABHISHIKTA APARTMENT, VISE MALA, COLLEGE ROAD, NASHIK 5, PH. 0253-2312638. E:MAIL- adv.smshah@gmail.com

Date : 16-8-2013

TITLE CERTIFICATE

NAME OF THE LAND HOLDER:- M/S. J. P. BUILDERS & DEVELOPERS, A PARTNERSHIP FIRM, NASHIK.

PROPERTY:- All that piece and parcel of the property bearing **S. No. 31/1/2/2/1 +31/1/2/2/4,** situated at Village **Makhamalabad**, Taluka and District Nashik, within Nashik Municipal Corporation and within Registration and Sub Registration District Nashik, Plot No., area and bounded as follows :

PLOT NO.	ADMEASURING – SQ. MTRS.
1	373-29
2	409-35
3	682-22
4	674-32
5	678-39
TOTAL	**2817.57**

JOINTLY BOUNDED AS FOLLOWS :-

On or towards East	:	Colony Road
On or towards West	:	S. No. 31/1/2/1
On or towards South	:	Open Space
On or towards North	:	12 Mtr. Road

HISTORY:- After going through the relevant revenue records like, 7/12 extracts and mutation entries and other relevant orders and papers, my observations are as follows :-

Following documents perused:-

[1] 7/12 extract since last 30 years
[2] Mutation Entries since last 30 years
[3] N. A. Order Dated
[4] Copy of Sale Deed dated 3/11/2012.

It appears from the record of rights that S. No. 31/1/2 was owned by Kasam Rehman Patel since prior to 1970-71.

Rajaram Sitaram Lokhande and Kashinath Sitaram Lokhande purchased Hector 1-20 are from Kasam Rehman Patel by sale deed dated 1-8-1973 and as such the said S.No. is sub divided into hissa No. 1 and 2, hissa No. 1 is allotted to the original owner while hissa No. 2 is allotted to the purchaser, M.E.No. 6785 is effected in the record of rights on 16-9-1974.

M.E.No. 6050 is mutated in the record of rights on 1-1-1970 for giving effect to the Indian Coinage Act and Indian Enforcement Act.

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That Ramdas Rambhau Gunjal, Lila Shankar Mangade and Sitaram Rambhau Gunjal purchased H. 00.60 R. out of S. No. 31/1/2/2 from Rajaram Sitaram Lokhande and Bajirao Sitaram Lokhande by sale deed and as such name of the said purchasers are mutated in the owners column under M. E. No. 7990 on 5/12/1983. The said M.E. No. is not properly readable.

That Ramkrishna Rambhau Gunjal purchased H. 00.20 R. out of S. No. 31/1/2/2 from Rajaram Sitaram Lokhande and Bajirao Sitaram Lokhande by sale deed and as such name of the said purchasers are mutated in the owners column under M. E. No. 9006 on 5/12/1983.

That all the joint owners of S. No. 31/1/2/2 effected partition whereby S. No. 31/1/2/2 is sub divided into hissa No. 1 to 5, Hissa No. 1 is allotted to Sitaram Rambhau Gunjal, Hissa No. 2 is allotted to Lila Shankar Lokhande, Hissa No. 3 is allotted to Ramdas Rambhau Gunjal, Hissa No. 4 is allotted to Ramkrishna Rambhau Gunjal and Hissa No. 5 is allotted to Bajirao Sitaram Lokhande and accordingly their name are mutated in the record of rights under M. E. No. 9578 on 8/4/1986.

That Popatlal Versi Shah purchased S. No. 31/1/2/2/1 from Sitaram Rambhau Gunjal by sale deed dated 31/3/1990 and as such name of the said purchaser is mutated in the owners column under M. E. No. 10950 on 3/1/1991.

That Nitinkumar Premjibhai Shah purchased S. No. 31/1/2/2/4 from Ramkrishna Rambhau Gunjal by sale deed dated 31/3/1990 and as such name of the said purchaser is mutated in the owners column under M. E. No. 10951 on 3/1/1991.

That Ahzaz Nur Mohmand Shaikh executed lis-pendance Notice which is duly registered at the office of Sub Registrar Office at Sr. No. 3728/2003 on 8/8/2003 and as such remark of Re. Mu. No. 127/2003 is mutated in the other rights column under M. E.No. 19579 on 4/3/2003.

M. E. No. 22055 is effected on 12/3/2008 whereby remark of injunction in RCS No. 127/03 is mutated in the other rights column of S. No. 31/1/2/2/1 and 31/1/2/2/4.

The remark of pending of suit No. 127/2003 and the injunction is deleted under M. E. No. 26612 on 25/4/2011 at the instance of the plaintiff in respect of S.No. 31/1/2/2/1.

The remark of pending of suit No. 127/2003 and the injunction is deleted under M. E. No. 27657 on 30-9-2011 at the instance of the plaintiff in respect of S.No. 31/1/2/2/4.

That Akash Aniruddha Gavade purchased H. 00.20 R. out of S. No. 31/1/2/2/4 from Nitinkumar Premjibhai Shah by sale deed dated 30/12/2011 which is duly registered at the office of Sub Registrar Nashik at Sr. No. 15625 on 30/12/2011 and as such name of the said purchaser is mutated in the owners coloumn under M. E. No. 28061 on 31/12/2011.

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That the land owners paid the Nazrana in respect of the land on 22-12-2011 and as such the remark of Nazrana paid is mutated in the other rights column under M.E. No. 28062 on 31/12/2011.

That Akash Aniruddha Gavade purchased H. 00.20 R. out of S. No. 31/1/2/2/1 from Popatlal Virasi alias Virashi Shah by sale deed dated 30/12/2011 which is duly registered at the office of Sub Registrar Nashik at Sr. No. 15621 on 30/12/2011 and as such name of the said purchaser is mutated in the owners coloumn under M. E. No. 28063 on 31/12/2011.

That land owners prepared a plan by amalgamating S. No. 31/1/2/2/1 and 31/1/2/2/4 which is approved by the Nashik Municipal Corporation, Nashik under letter No. Nagarrachna vibhag/ Antim / Panchavati/C-2/78 on 6/9/2012 and the property is duly converted to N.A. use under order of Collector, Nashik under Letter No. Mah / Kaksh-3/4/Bi.She.Pra.Kra./110/2012 on 17/3/2012 and accordingly separate 7/12 extracts are prepared for individual plots of the approved layout under M. E. No. 29196 on 7/9/2012.

That the aforesaid holder purchased aforesaid property from previous owner Mr. Akash Anirudhha Gavade by sale deed dated 3/11/2012 which is duly registered at the office of Sub Registrar, Nashik 3 at Sr. No. 10585 on 5/11/2012 and as such name of the said holder are mutated in the owners column under M. E. No. 29421 on 9/11/2012.

No charge, encumbrance or defect in title is observed during the course of the search.

OPINION :

In consistence with the above observations, I am of the opinion that, the title of the aforesaid holder to the aforesaid property appears to be clear, negotiable and marketable without any charge, encumbrance or defect in title.

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