Adv. Anjali Gopal patil

DISTRICT COURT COMPOUND, BUIDING NO. 2, CHEMBER NO. 114, NASHIK-422002

TITLE CERTIFICATE

(To whomsoever it may concern)

1) Description of Property : ALL THAT non-agricultural land situate within the limits of Revenue Village Talegaon (B), Taluka Igatpuri, District Nashik having Plot No. 1 to 6 out of Gat No. 291 admeasuring 22398.5 sq. mtrs. as per sanctioned Lay out plan and bounded as under-

On East	-	Gat No. 292
On West	-	Gat No. 293
On South	-	Remaining area of Gat No. 293
On North	-	New Bombay Agra Road

2) Present owner of the said Property : M/s. Shrusthi Land Mark and Resorts Pvt. Ltd., Nashik Through, it's Director, shri. Gopal Baburao Patil, Having office at-15 Union bank Colony, Rajiv nagar, CIDCO, Nashik.

4) Document perused :

a) 7/12 Extracts for the period between 1970 to 2017.
b) Mutation Entries.
c) Permissions for development of land including Building Plan
d) N. A. order
e) Agreement for Develoopment and General Power of Attorney dated 5/4/2007
f) Deed of Understanding and Confirmation dated 13/5/2008.
g) Deed of Understanding and Confirmation dated 24/6/2016.
h) Special Report on Title given by Advocate Arun Waghchaure dt. 27/6/2008
i) Search taken for 15 years at Sub Registrar Office Igatpuri
j) Condition sale dated, Confirmation deed, Agreement of sale

5) History of Tittle as per sub-registrar office :

5.1) I have gone through 7/12 extracts of Plot No. 1 to 67 admeasuring sq. mtrs. bearing Gat No. 291 situated within the Revenue Village Talegaon (B), within the limits of Igatpuri Municipal Council and within the limits of Taluka Igatpuri and District Nashik. It is also seen that the said Plot is recorded for non-agricultural assessment.

5.2) I have perused the entire Revenue Record for 30 years along with all the registered documents executed by the present owner. And since then all the registered documents executed by present owner in favour of Developer, M/S. New Step Venture (Herein after referred as "developer")through their partners, and other registered documents. The abovementioned plots are non-agricultural plots included in residential zone of Development Plan of Igatpuri Municipal Council. The said plots are buildable plots as per the Development Control Rules.

5.3) M/s. Shrusti Land Mark and Resorts Pvt. Ltd., Nashik Through, it's Director, shri. Gopal Baburao Patil is, A Pvt. Ltd. Firm registered under the company act. The said firm acquired Ownership rights by the sale deed dt.29/09/2003, through iy's registered Number 939/2003 registered at Sub registrar office, Igatpuri. Being Owner said firm executed development agreement in favor of M/s. New Step Venture. The entire development rights in the said property by virtue of Development Agreement and Powers Of Attorney dated 5/4/2007 vide its registration no. 647 and 648. The said documents has been executed by the M/s. Shrusti Landmark and Resorts Pvt. Ltd (herein after referred as the land owners) the land owner of the said property in favor of the M/s. New Step Venture. The land owners also handover the physical, vacant and peaceful possession of the said property to the M/s. New Step Venture. M/s. New Step Venture firm have entire rights, title and interest in the said property. As per the said Development Agreement the M/s. New Step Venture acquired the entire right to develop and construct various premises upon the said property.

Gopal Patil
B.Sc., LL.B.
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422 001.

The Chief Officer, Igatpuri Municipal Council has issued Sanction of Building Permit and Commencement Certificate no. INP/PWD/25/07 dated 4/9/2007 which is prepared for the various type of premises in the aforesaid property by the M/s. New Step Venture as the Developer of the said property.

5.4) Initially there were nine partners in the M/s. New Step Venture, out of the said nine partners Mr. Ravindra K. Parekh & 6 were retired from the M/s. New Step Venture by virtue of Deed of admission cum retirement executed on 29th January 2008 and thereafter the retire partners transfer there proportionate rights in favor of the M/s. New Step Venture and executed a deed of transfer of development rights in favor of the present partners of the M/s. New Step Venture. The said deed of transfer of development rights has been registered before the Sub registrar Igatpuri vide its registration no 258/2008. After the retirement of 7 partners the present partners of the M/s. New Step Venture have entire the rights, title and interest in the aforesaid property.

5.5) The owner has Confirmed in favour of Developer Firm and the said Deed has been registered before the Sub registrar Igatpuri at Sr. No. 1200 dt. 13/5/2008 I have gone through the contents of the said Deed, it shows that the previous partners of Developer Firm were retired and Mr. Sarang Narayan Wagh has became a new partner in the said firm. The certain terms regarding the completion of construction work and other related things were revised by the consent of present owner.

5.6) The revised Building Plan has been sanctioned by the Chief Officer Igatpuri Municipal Council vide its letter no. 3472-INP/PWD/BP/45/10 DT. 12/2/2010.

5.7) Out of the three partners of M/s. New Step Venture two partners namely Mr. Sarang Narayan Wagh & Mr. Chitrasen Subhash Gujar were retired & Mrs. Neha Virendra Pardeshi was admitted as a new partner in the M/s. New Step Venture by virtue of Deed of admission cum retirement dated 01.04.2015 and the said Deed has been registered before the Advocate and Notary Mr. K.D. Patil, vide its registration no. 221/F/1.

5.8) As mentioned above the Developer had agreed to give Constructed premises to the land owner against the consideration of the said Development Agreement & the developer has already handed over the constructed premises as

agreed, as per the terms & conditions of the development agreement. The Occupancy certificate has been issued by the Town Planning Authority of Igatpuri Municipal Council vide its letter no. 924/14 DT. 09/01/2014. No premises remain pending to transfer in the name of land owner i.e. M/S. Shrushti Landmark & resort pvt. Ltd.

5.9) After completion of entire construction work, the land owner& the developer finalized their accounts & handed over the constructed premises to the concern parties. The developer & land owner mutually agreed to add FSI available as per the rules of town planning authority and as per the mutual terms new revised plan submitted by the owner before the competent authority & the said new revised plan sanctioned by the concerned authority vide its commencement certificate no.RBP/03/2015 Dated-29/07/2015. After getting sanction of new revised plan both the parties entered into deed of understanding & confirmation. The said deed has been registered before the sub registrar of Igatpuri vide its registration no.1679/2016 dated-24/06/2016. As per the clause no. B & C of the said deed of understanding & confirmation the M/s. New Step Venture has right to construct non- utilized fsii.e, 37492 sq.ft. & their share in newly added fsi i.e. 38,939 sq.ft. accumulating to a total of 76431 sq.ft. and the share of Owner is 38,939 sq.ft. The Owner and M/s. New Step Venture expressly agreed that they shall construct the said newly added FSI themselves& all the expenses for the same shall be borne by themselves individually.

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5.10) As per the settlement regarding the distribution of newly constructed premises between M/s. New Step Venture & the owner. The said premises comes into the share of the owner and M/s. New Step Venture respectively. Hence the owner has entire rights title & interest in the said premises & have right to sale / transfer the said premises.

6) History of Tittle as per revenue record :

I have gone through the Development Agreement and Power of Attorney as per the said documents the present owner has acquired the entire rights to construct the various types of Bungalows, Penthouses, Flats etc. The owner submitted the Revised layout plan in the office of ADD. Director Town Planning Nashik. The said Revised Plan has been sanctioned by the Add. Director TP, vide letter no. **A{^-'§Owar/{~eo/~m§n/'m¡Oo VioJmd Vm. BJVnwar/J.Z§. 291/^y.H$m. 1 Vo 6/g§gZm/1755/ Zm{eH$ {XZm§H$ 17/8/2008.**The said Revised plan was approved by the Chief Officer of Igatpuri Municipal Council vide its letter No. **OmH«$./Mm¡-ho/'m¡-Vio/1058/7 {XZm§H$ 4/9/2007**as per the said order the Plot nos. 1 to 67 converted into plot no. 1 to 6 and accordingly mutation entry no. 2477 has been certified in that respect.

Non-Agricultural permission is already issued by the Collector vide its order no. RBD/III/LNA/SR.447/85 dated 10/2/1986. The title of aforesaid property is clear and marketable.

As per the approved Building Plan and specification and standard norms, the M/s. New Step Venture has started the construction of work of Building. As per the terms and conditions of the Development Agreement the consideration fixed between the parties was in kind. As per the terms and

conditions of Development Agreement i.e. clause no. 6 of Development Agreement it is clearly mentioned that the party of first part shall transfer the constructed premises in favour of the party of second part against the consideration of Development Agreement.

6.1) Previous Gat No. 291 was owned and possessed by Ganumal Atmaram Boob and Pandu Rama Gira was the tenant of the said land. The name of previous owner Mr. Boob and tenant Mr. Gira was mutated in the record of right.

6.2) The mutation entry no. 312 shows that Mr. Boob sold out the said land to Mr. Ravindra Mulchand Gothi and Avinash Mulachand Gothi dt. 28/11/1983 and accordingly names of the purchasers are mutated in record of right.

6.3) The mutation entry no. 266 shows that the tenancy application u/s 70(b) was pending before the Tahasildar Igatpuri after holding the proper enquiry the order has been passed by Tahasildar to delet the name of tenant Mr. Pandu Rama Gira and accordingly the name of tenant was deleted from other rights column of 7/12 extract.

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6.4) The entire area of Gat no. 291 has been converted from agriculture to non-agriculture land vide order passed by Collector of Nashik dated 2/3/1986 order no. RBD/III/LNA/ SR/447 /85/ NASHIK.

6.5) The mutation entry no. 1235 shows that the layout plan on Gat no. 291 was sanctioned by Igatpuri Municipal Council vide order no. LAYOUT TALEGAON/ IGATPURI/GAT NO. 291 /2253 dated 21/10/1985. As per the sanctioned layout plan 67 plots has created and the 7/12 extract separated as per the plot number.

6.6) The mutation entry no. 1247 shows that Mr. Prakashchandra Sukhlal Kothari and Chhabildas Sukhlal Kothari has purchased plot no. 59 to 61 on 31/12/1992.

6.7) The mutation entry no. 1248 shows that Mr. Prakashchandra Sukhlal Kothari and Chhabildas Sukhlal Kothari has purchased plot no. 8 to 15 on 31/12/1992. The names of purchasers have been mutated in record of right.

6.8) The mutation entry no. 1249 shows that Mr. Prakashchandra Sukhlal Kothari and Chhabildas Sukhlal Kothari has purchased plot no. 16 to 24 on 31/12/1992. The names of purchasers have been mutated in record of right.

6.9) The mutation entry no. 1250 shows that Mr. Chhabildas Kothari and Mulchand Kothari has executed Sale Deeds in favour of Sukhlal Kothari and others in respect of Plot no. 25 to 27, 40, 41, 67 on 31/12/1992. The names of purchasers have been mutated in record of right.

6.10) The mutation entry no. 1251 shows that Mr. Chhabildas Kothari and Mulchand Kothari has executed Sale Deeds in favour of Sukhlal Kothari and others in respect of Plot no. 51 to 58 on 31/12/1992. The names of purchasers have been mutated in record of right.

6.11) The mutation entry no. 1252 shows that Mr. Chhabildas Kothari and Mulchand Kothari has executed Sale Deeds in favour of Sukhlal Kothari and others in respect of Plot no. 42 to 50 on 31/12/1992. The names of purchasers have been mutated in record of right.

6.12) The mutation entry no. 1315 shows that the plot no. 39 was purchased by Sukhlal Kothari and others dt. 22/9/1994 and accordingly as per the Sale Deed, the names of Sukhlal Kothari and others were recorded in the record of right.

6.13) The mutation entry no. 1266 shows that Varsha Suresh Mehta purchased Plot No. 1 to 7 dated 10/3/1993 from Rajendra Gothi and others and the name of Varsha Mehta has been mutated.

6.14) The mutation entry no. 1267 shows that Kanchan Khated purchased Plot No. 30 to 36 dated 10/3/1993 from Rajendra Gothi and others and the name of Varsha Mehta has been mutated.

6.15) The mutation entry no. 1268 shows that Abida Mohmmad Dalkhaniya purchased Plot No. 37, 38, 62 to 66 dated 10/3/1993 from Rajendra Gothi and others and the name of Varsha Mehta has been mutated.

6.16) The mutation entry no. 1461 shows that Varsha Suresh Mehta sold out the Plot No. 1 to 7 to Sukhlal Kothari and others dated 2/12/1996 the name of Varsha Mehta has been deleted and the names of Sukhlal Kothari and others were mutated in record of right.

6.17) The mutation entry no. 1462 shows that Kanchan Khated sold out Plot No. 30 to 36 to Sukhlal Kothari and others, the name of Kanchan Khated has been deleted and the names of Sukhlal Kothari and others were mutated in record of right.

6.18) The mutation entry no. 1463 shows that Abida Mohmmad Dalkhaniya sold out the Plot No. 37, 38, 62 to 66 to Sukhlal Kothari and others, the name of Abida Mohmmad Dalkhaniya has been deleted and the names of Sukhlal Kothari and others were mutated in record of right.

6.19) The Sukhalal Kothari and others became the owner of entire plots i.e. Plot no. 1 to 67 by virtue of various Sale Deeds as mentioned above.

6.20) The mutation entry no. 1808 shows that Mr. Prakash Sukhlal Kothari has released his entire rights, title and interest relating to Plot no. 1 to 67 in favour of Sukhlal Kothari and Chhabildas Kothari by virtue of Release Deed dt. 7/5/2007. Accordingly the name of Prakash Kothari has been deleted from record of right.

6.21) The mutation entry no. 1998 shows that the Plot no. 1 to 67 was purchased by present owner through its Director Gopal Baburao Patil. The Sale Deed has been registered before the Sub Registrar Igatpuri vide dt. 1/10/2003. The said Sale Deed has been executed by Sukhlal and Chhabildas Kothari. Hence the name of Sukhlal and Chhabildas were deleted from record of right and the name of present owner has been mutated in record of right.

6.22) It appears from mutation entry no. 2049 the present owner obtained loan of Rs. 1,20,00,000/- from Jankalyan Co-op. Bank Ltd. Nashik and the Mortgage Deed has been executed by the present owner in favour of Jankalyan Co-op. Bank. Hence the name of Jankalyan Co-op. Bank mutated in other rights column.

6.23) It appears from mutation entry no. 2436 that the Development Agreement in respect of Plot no. 1 to 67 has been executed by present owner in favour of M/s. New Step Venture, the said Development Agreement along with General Power of Attorney has been registered before the Sub registrar Igatpuri vide Sr. No. 647 and 648 dt. 5/4/2007. Accordingly the names of Developers has been mutated in other rights column.

6.24) It appears from m.e. no. 2695 that the present owner executed the conditional Sale Deed in respect of Plot no. 2 in favour of Mr. Prakash Trambakrao Wagh and others and the said Sale Deed has been confirmed by the M/s. New Step Venture.

Accordingly the names of Mr. Prakash Wagh and others mutated in the Record of Right.

6.25) It appears from m.e. no. 2697 that the outstanding amount of Rs. 1,20,00,000/- has been paid, hence the charge of Jankalyan Bank Ltd. has been deleted from other rights column of 7/12 extract.

6.26) It appears from m.e. no. 3166 that Mumtaz Mahmmad Ahmad has purchased flat no. 302 out of Building No. E6 constructed on Plot No.6. In that respect the agreement for sale executed by the M/s. New Step Venture dated 1/11/2010 vide registration no. 2613/2010 Which was confirmed by the owner. Accordingly the name of Mumtaz Ahmad has been mutated in respect of Flat no. 302.

6.27) It appears from m.e. no. 4061 and 4103 were reflected on 7/12 extract of Plot no. 6 and after verifying the revenue record with mutation entry not related to the said property.

6.28) It appears from Mortgage Deed registered before the sub registrar Igatpuri vide its registration no.440/2016&/2016 that the present Owner & Developer have given Plot no.1 admeasuring 1901.63 sq. mtrs. and proposed Building no. D-2 admeasuring 1000 sq. mtrs. Mortgage against a loan of Rs.1,65,00,000/- from Jankalyan Co-op. Bank Ltd. Nashik. Accordingly the charge of Jankalyan Bank has been mutated in other rights column vide m.e. no.4106

6.29) Search has been taken for last 15 years at the office of Sub Registrar Igatpuri in respect of Gat No. 291 Plot No. 1 to 6. No adverse entries have been found in the Sub Registrar office.

6.30) **Conclusion:** From the perusal of above mentioned revenue record, registered Deeds, Architects Certificate, Revised orders from various authorities, etc. I came to the conclusion that the present land owner, M/s. Shrusthi Land Mark and Resorts Pvt. Ltd., Nashik Through, it's Director, shri. Gopal Baburao Patil, have valid rights, title and interest in respect of Plot no. 1 to 6 situated at Gat No. 291 situate at Talegaon (B), and the title of said property is clear marketable and except charge of Jankalyan Bank Ltd on Plot no. 1 and Building D-2, & charge which has been created through registered conditional sale deed dated 10/11/2008 through its registered No-2477/2008 in favour of Mr. Prakash Trimbakrao Wagh & Mrs. Pramila Prakash Wagh on Plot No-2, free from all encumbrances and there are no charges or encumbrances of whatsoever nature on the said property, all other plots and buildings free from all encumbrances.

Nashik

Date : 18/07/2017

Advocate Anjali Patil
Adv. Anjali Gopal Patil
B. Sc., L.L.B.
Chamber No. 114/2, District Court,
Nashik- 422 001.