

Subodh M. Shah

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Date 27/7/2017.

TITLE CERTIFICATE & SEARCH REPORT

NAME OF THE HOLDER :- **M/S. PATANI SHAH ASSOCIATES, A Partnership Firm.**

PROPERTY :- All that piece and parcel of the property bearing **Plot No. 1A+1B+1C+1D of S. No. 109/10B** situated at **Wadala**, Nashik, Tal. Dist. Nashik, within Nashik Municipal Corporation and within registration and sub registration district of Nashik bounded as follows :

On or towards East	:	by Plot No. 3
On or towards West	:	by 9 Mtr. Road
On or towards South	:	by 7.62 Mtr. Road
On or towards North	:	by Plot No. 2

HISTORY AND SEARCH:- After going through the relevant revenue records like, 7/12 extracts and mutation entries and after taking search of Index II register at the office of Sub Registrar Nashik for the last 30 years 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 15/3/1995
- [4] Copy of final approval letter dated 20/9/1995.
- [5] Copy of Agreement dated 16/1/1996.
- [6] Copy of Sale Deeds dated 15/2/1996
- [7] Copy of Sale Deed dated 17/4/2015.

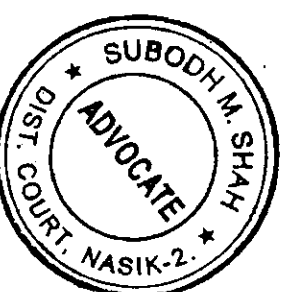
S. No. 109/10 was owned by Rama Tukaram Khode prior to 1950. It appears from M. E. No. 553, dated 18-12-50 that S. No. 109/10 is declared as fragment under the provisions of Prevention of Consolidation and Fragmentation Act and therefore, remark of fragment is mutated in the other rights column as per M. E. No. 761 on 5-10-56. The S. No. 109 is included in the limits of Nashik Municipal Council and therefore, remark to that effect is recorded in the other rights column under M. E. No. 821 on 15-01-58.

The remark of fragment is deleted from the other rights column as the property is included in the limits of Nashik Municipal Council. M. E. No. 870 is accordingly effected on 24-03-59.

M. E. No. 1193 is effected in the record of rights on 24-05-70 for giving effect to the Indian Coinage Act and Indian Enforcement Act.

The owner Rama Tukaram Khode mortgaged the property S. No. 109/10 to Maharashtra State Co-op. Land Development Bank on 16-10-67 and as such name of the bank is mutated in the owners column and the name of the owner is mutated in the other rights column under M. E. No. 1591 on 16-04-77.

Rama Tukaram Khode died on 12-02-81 and as such name of his legal heirs Punjaji Rambhau Khode, Madhukar Rambhau Khode, Vishnu Rambhau Khode and Chinabai Rambhau Khode and the names of married daughters Zunkabai Pandurang Gerule, Parvatabai Barku Ugale, Sitabai Pandit Wagh and Mathurabai Nandao Khode are mutated in the other rights column under M. E. No. 1835 on 1-05-81.



The loan of the Maharashtra State Co-op. Land Development Bank id repaid and therefore, names of the owners are mutated in the owners column, while the name of the bank is deleted under M. E.No. 2008 on 8/7/1983.

Indubai Fakira Vidhate, Mathurabai Marotirao Vidhate, Chandrawatibai Ramkisan Agrawal and Sushila Bhagwandas Agrawal purchased 2750 Sq. Mtrs. Out of S. No. 109/10 from Chinabai Rambhau Khode and others by sale deed dated 3/3/1988 and as such name of the said purchasers are mutated in the owners column under M. E. No. 2552 on 5-5-1988 for 2750 Sq. Mtrs.

Sitabai Trimbak Vidhate, Janakaibai Punjaji Vidhate, Meena Vijayprakash Agrawal and Nirmadevi purchased 2750 Sq. Mtrs. Out of S. No. 109/10 from Chinabai Rambhau Khode and others by sale deed dated 3/3/1988 and as such name of the said purchasers are mutated in the owners column under M. E. No. 2552 on 5-5-1988 for 2750 Sq. Mtrs.

Indubai Fakira Vidhate and others and Sitabai Trimbak Vidhate and others purchased 2750 Sq. Mtrs. each out of S. No. 109/10 respectively by sale deed dated 3/3/1988 from the previous owners Sitabai Trimbak Vidhate and others and as such two hisses are prepared for the respective purchased area, Hissa No. A is allotted to Indubai Fakira Vidhate and others and Hissa No. B is allotted to the Sitabai Trimbak Vidhate and others and accordingly M. E. No. 2636 is effected on 7/10/1988.

That the charge of State Bank of India is deleted from the other rights column under M. E. No. 2923 on 23/6/1990.

Sushilabai Sitaram Patil and Dilip Rambhaji Patil purchased S.No. 109/10 B from Sitabai Trimbak Vidhate and others by Sale deed dated 6/5/1989 and as such name of the said purchasers are mutated in the owners column in the record of rights under M. E. No. 2927 on 23/8/1990.

That the land owner prepared a layout of S. No. 109/10B which is duly approved by Nashik Municipal Corporation under letter Dated 20/10/1994 under No. LND/WS/108 and the property is duly converted to Non Agri. use u/s. 44 of the M.L.R.Code under order of Collector Dated 15/3/1995 under No. Mah/Kaksh/3/ Bi.She. Pra.Kra./487/1994 and accordingly separate 7/12 extracts are prepared for the individual plots of the approved layout under M.E.No. 3832 on 15/4/1995.

That the land owner revised a layout for Plot No. 1 and 2 by amalgamating the same of S. No. 109/10B which is finally approved by Nashik Municipal Corporation under letter Dated 20/9/1995 under No. Nagarrachna Vibhag/Antim/219/2724 and as such Plot No. 1 is sub divided into four hisses into Hissa No. 1A is allotted to area admeasuring 240-375 Sq. Mtrs., Hissa No. 1B is allotted to 220.50 Sq. Mtrs., Hissa No. 1C is allotted to 220.50 Sq. Mtrs., Hissa No. 1D is allotted to 220.50 Sq. Mtrs. and 935-75 Sq. Mtrs is allotted to Plot No. 2 and accordingly M. E. No. 3922 is effected on 28/9/1995.

That Sushilabai Sitaram Patil and Dilip Rambhaji Patil agreed to sell the Plot No. 1A & 1B to Sunil Chimanrao Kolhe and executed an agreement of sale in favour of said purchaser Sunil Chimanrao Kolhe on 16/1/1996 which is duly registered at the office of Sub Registrar, Nashik 2 at Sr. No. 271 on 16/1/1996 and as such in consistence with the said agreement of sale the said purchaser purchased said Plot No. 1A & 1 B from Sushilabai Sitaram Patil and Dilip Rambhaji Patil by sale deed dated 15/2/1996 which is duly registered at the office of Sub Registrar Nashik at Sr. No. 863 on 15/2/1996 and as such

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name of the said purchaser is mutated in the owners column under M. E. No. 4199 on 20/1/1997.

That Anilkumar Chimanrao Kolhe purchased Plot No. 1C & 1D from Sushilabai Sitaram Patil and Dilip Rambhaji Patil by sale deed dated 15/2/1996 which is duly registered at the office of Sub Registrar Nashik at Sr. No. 864 on 15/2/1996 and as such name of the said purchaser is mutated in the owners column under M. E. No. 4199 on 20/1/1997.

That aforesaid holder purchased Plot No. 1A and 1B from previous owner Sunil Chimanrao Kolhe by Sale deed which is duly registered at the office of Sub Registrar Nashik at Sr. No. 2423/2015 on 17/4/2015 and as such name of the aforesaid holder is mutated in the owners column under M. E. No. 13870 on 18/4/2015

That aforesaid holder purchased Plot No. 1C and 1D from previous owner Anilkumar Chimanrao Kolhe by Sale deed which is duly registered at the office of Sub Registrar Nashik at Sr. No. 2422/2015 on 17/4/2015 and as such name of the aforesaid holder is mutated in the owners column under M. E. No. 13871 on 18/4/2015.

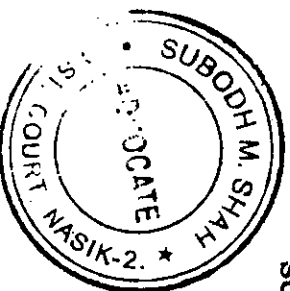
That aforesaid holder amalgamation plan for Plot No. 1A, 1B, 1C and 1D which is duly sanction by Nashik Municipal Corporation under No. LND/BP/A-4/46/1241 dated 10/6/2016 whereby Plot No. 1A, 1B, 1C and 1D became Plot No. 1A+1B+1C+1D under M. E. No. 14679 on 11/6/2016.

The search of Index II registers is conducted in the office of Sub Registrar, Nashik vide receipt No. 6466 on 27/7/2017 under application No. 973/2017 and no adverse entries is observed during the course of the search.

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

OPINION :-

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



Subodh
SUBODH M.SHAH
ADVOCATE