

Figure 1

Friday, 01 July 2016 1:53 PM

इतर पावती

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नौदण्णि कं. : ३७म

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गान्धर्व क्षत्रियः

दस्तावेजाचा अनुक्रमांक: नसन१-०-२०१६

संज्ञावर्णाष्टा प्रकारः :

सादर कृपणा-यांचे नाव: अँड, एन एस काळे

वर्णन मॉडेल नाशिक स न 158/23 व स न 158/25 चा स न 1985 ते 2016 एका 30 वर्ष शोध.

श्रीधर व निरीक्षण

₹. 1500.00

निष्कर्षः

₹. 1500.00

2008/11/11
2008/11/11

1); देयकाचा प्रकार: By Cash रकम: रु 1500/-

नाम -

ADV.N.S.KALTE

B.S.L.,L.B.

M-9923037237

Off: B1- 2 & 3, Thakkar Buzzar,
New C.B.S. Nashik

// Shree //

Legal Scrutiny Search Report

To Whomsoever It May Concern:

Dear Sir,

With reference to your request through

M/S.Vastu Laxmi Builders and Contractors partnership firm
through its partner Mr.Kalpesh Dayabhai Patel R/o.Ashirwad Bungalow,
Hirawadi Road, Nashik.

1) Name of the Title Holder & Description of Properties :

SCHEDULE-I

a) Name of Title Holder :-

Mr. Dhanaanjay Gokulseth Vibhandik and

Mr.Yogesh Kisanrao Bhoi .

b) Description of Properties :

All that piece and parcel of property bearing out of Survey
No.158/2/3 having area 250.00 sq.mtrs. (Old S.No.158/2/1) situated at
Mauje Nashik within the limit of Nashik Municipal Corporation, Nashik
which is bounded as per below

East	:	Property of Vastu Laxmi Builders & Contractors
West	:	Hissa no.1 out of S.no.158/2
North	:	S.No.159
South	:	Road

SCHEDULE-II

a) Name of Title Holder :-

M/S.Vastu Laxmi Builders and Contractors partnership firm
through its partner

- (a) Mr. Kalpesh Dayabhai Patel
(b) Mr. Mahesh Dayabhai Patel
(c) Mr. Kamlesh Babubhai Patel
(d) Mr. Parash Jayantibhai Patel

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b) Description of Properties:

All that piece and parcel of property bearing out of Survey No.158/2/5 having area 500.00 sq.mtrs. (Old S.No.158/2/1) situated at Maule Nashik within the limit of Nashik Municipal Corporation, Nashik which is bounded as per below

East : Land of Shree Vihar Builders & Developers
West : S.No.158/2/3
North : S.No.159
South : Road

3) Details/Description of the Documents Scrutinized.

Sr. No.	Name of Documents	Date of Documents
1)	7/12 extract of S.No.158/2/3 and 158/2/5 from 1985 to 2016 (Certified)	29/01/2016
2)	Mutation Entries appearing on 7/12 extract. (Certified)	29/01/2016
3)	N.A. Order of S.No.158/2/1 (i.e. schedule- I) for the area 2.50 R (Xerox)	30/09/2014
4)	Sale deed of property described in schedule I of D.G.Vibhandik i.e.docu.no.3314/2014 (Xerox)	12/11/2014
5)	Development Agreement of property described in schedule I i.e.Docu.No.3389/2015 (Xerox)	18/06/2015
6)	General power of Attorney i.e. Docu. No.3390/2015 (Xerox)	18/06/2015
7)	Sale deed of property described in schedule II of Vastu Laxmi Builders & Contractors i.e.docu.no.1113/2014 (Xerox)	01/07/2014
8)	Sale deed of property described in schedule II of Vastu Laxmi Builders & Contractors i.e.docu.no.1115/2014 (Xerox)	02/07/2014
9)	Sanction of Building Permit and Commencement Certificate for the property described in schedule I & II wide No.LND/BP/C1/367/1566/15 (xerox)	30/09/2015

4) **Finding:-** On perusal of above mentioned documents my report with respect to the title of above mentioned property subject of above mentioned documents only as under:-

5) **Name & Address of the property owner:-**

- i) Mr. Dhanaanjay Gokulseth Vibhandik & Mr. Yogesh Kisanrao Bhoi
 ii) M/S.Vastu Laxmi Builders and Contractors partnership firm through its partners

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- (a) Mr. Kalpesh Dayabhai Patel
 (b) Mr. Mahesh Dayabhai Patel
 (c) Mr. Kamlesh Babubhai Patel
 (d) Mr. Parash Jayantibhai Patel

6) **Brief history of property/ies and how the owner has derived the title:-**

It appears from an extract of record that the said property i.e. S.No.158/2 was originally belonged to Mr. Sharmili Bhagwan Pethkar & Mrs. Sudha Shrinivas Dharmadikari.

i) Mutation Entry No.22295 dated 21/01/1986 shows that, the land out of S.No.157&158 was in the Name of Haushabai Bhagwat Hagwane & Kashinath Gopal Lamkhede as per the Sec.43 of Bombay Tenancy & Agriculture land Act. As per the order of Sub-Divisional Officer Nashik vide Tenency No.782/84 & 156/85 the remark of sec.43 was removed.

Hence the mutations entry was mutated to the record of right of 7/12 extract.

ii) Mutation Entry No.23863 dated 21/09/1987 shows that, Mrs.Sharmila Bhagwan Pethkar & Mrs. Sudha Shrinivas Dharmadikari purchased the land having area H.00-40R out of S.No.158/1 from Kashinath Gopal Lamkhede for the Consideration of Rs.20,000/- on dated 25/05/1987. The land was divided into two parts. As below

S.No.	Hissa No.	Area	Aakar	Name
158	1	7.90	36.88	Original owner
		0.12		
158	2	0.40	2.87	Purchaser

The name of purchaser was mutated to the record of right of 7/12 extract. Hence the mutation entry.

- iii) M.E.No.28272 dated 26/07/1991 is not relevant to this title.
 iv) M.E.No.28775 dated 14/01/1992 is not relevant to this title.
 v) M.E.No.28776 dated 14/01/1992 is not relevant to this title.

vi) M.E.No.34414 dated 27/05/1996 shows that, Anagha Ashok Tongaonkar purchased the land having area 2.50 R (property described in schedule I) out of S.No.158/2 From Mrs. Sharmili Bhagwan Pethkar & Mrs.Sudha Shrinivas Dharmadhikari for the Consideration of Rs.12,500/- on dated 11/10/1990.

Shobhna Rajaram Tongaonkar purchased the land having area 2.50 R (property described in schedule II) out of S.No.158/2 From Mrs. Sharmili Bhagwan Pethkar & Mrs.Sudha Shrinivas Dharmadhikari for the Consideration of Rs.12,500/- on dated 15/10/1990.

Hence the mutation entry was mutated to the record of right of 7/12 extract as per the application & Index II.

vii) M.E.No.34287 dated 18/04/1996 shows that, Sugandha Suresh Tongaonkar purchased the land having area 2.50 R. (property described in schedule II) out of S.No.158/2 From Mrs. Sharmili Bhagwan Pethkar & Mrs.Sudha Shrinivas Dharmadhikari for the Consideration of Rs.12,500/- on dated 11/10/1990.

Hence the mutation entry was mutated to the record of right of 7/12 extract as per the application & Index II.

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viii) M.E.No.35732 dated 15/03/1997 is not relevant to this title.

ix) M.E.No.38092 dated 19/05/1998 is not relevant to this title.

x) M.E.No.42277 dated 03/07/2000 is not relevant to this title.

xi) M.E.No.44892 dated 06/09/2001 is not relevant to this title.

xii) M.E.No.44895 dated 06/09/2001 is not relevant to this title.

xiii) M.E.No.71924 dated 22/07/2011 is not relevant to this title.

ivx) M.E.No.87351 dated 19/12/2012 is not relevant to this title.

xv) M.E.No.87366 dated 19/12/2012 is not relevant to this title.

xvi) M.E.No.87367 dated 19/12/2012 is not relevant to this title.

xvii) M.E.No.82838 dated 23/05/2012 is not relevant to this title.

xviii) M.E.No. 87638 dated 14/01/2013 is not relevant to this title.

xix) M.E.No. 87640 dated 14/01/2013 is not relevant to this title.

xx) M.E.No. 87641 dated 14/01/2013 is not relevant to this title.

xxi) M.E.No. 91647 dated 09/12/2013 is not relevant to this title.

xxii) M.E.No.92480 dated 17/02/2014 is not relevant to this title.

xxiii) M.E.No.92499 dated 21/02/2014 is not relevant to this title.

xxiv) M.E.No.93926 dated 02/07/2014 shows that, Mr.Ashok Pannalal Bagmar purchased the land having area 2.50 R (property described in schedule II) out of S.No.158/2 From Mrs. Sugandha Suresh Tongaonkar through G.P.Chetan Arvind Alai for the Consideration of Rs.4,00,000/- by executing the document of sale deed at the office of Sub-registrar Nashik-1 vide document No.7649/2012 dated 21/08/2012.

Hence the mutation entry was mutated to the record of right of 7/12 as per the application & copy of sale deed.

xxv) M.E.No.93924 dated 02/07/2014 , M/S.Vastu Laxmi Builders and Contractors partnership firm through its partner (a)Mr.Kalpesh Dayabhai Patel, (b) Mr.Mahesh Dayabhai Patel, (c) Mr.Kamlesh Babubhai Patel and (d) Mr.Paresh Jayantibhai Patel purchased the land having area 2.50 R (property described in schedule II) out of S.No.158/2 From Mr.Ashok Pannalal Bagmar for the Consideration of Rs.20,75,000/- by executing the document of sale deed at the office of Sub-registrar Nashik-6 vide document No.1113/2014 dated 01/07/2014.

Hence the mutation entry was mutated to the record of right of 7/12 as per the application & copy of sale deed.

xxvi) M.E.No.93925 dated 02/07/2014 shows that, Mr.Udhavrao Pandurang More purchased the land having area 2.50 R (property described in schedule II) out of S.No.158/2 From Shobhna Rajaram Tongaonkar through G.P.Chetan Arvind Alai for the Consideration of Rs.4,00,000/- by executing the document of sale deed at the office of Sub-registrar Nashik-1 vide document No.7648/2012 dated 02/07/2014.

Hence the mutation entry was mutated to the record of right of 7/12 as per the application, Affidavit & copy of sale deed.

xxvii) M.E.No.93923 dated 02/07/2014 shows that, M/S.Vastu Laxmi Builders and Contractors partnership firm through its partner (a) Mr.Kalpesh Dayabhai Patel, (b) Mr.Mahesh Dayabhai Patel, (c) Mr.Kamlesh Babubhai Patel and (d) Mr.Paresh Jayantibhai Patel purchased the land having area 2.50 R (property described in schedule II) out of S.No.158/2 From Mr.Udhavrao Pandurang More for the Consideration of Rs.20,75,000/- by executing the document of sale deed at the office of Sub-registrar Nashik-6 vide document No.1115/2014 dated 02/07/2014.

Hence the mutation entry was mutated to the record of right of 7/12 as per the application, Affidavit & copy of sale deed.

xxviii) M.E.No.93927 dated 02/07/2014 is not relevant to this title.

xxvix) M.E.No.95255 dated 11/11/2014 shows that, Mr. Dhananjay Gokulseth Vibhandik and Mr.Yogesh Kisanrao Bhoi purchased the land having area 2.50 R (property described in schedule I) out of S.No.158/2 From M/s.Sidha Associates through proprietor Nitin Vitthalrao Matere for the Consideration of Rs.20,75,000/- by executing the document of sale deed at the office of Sub-registrar Nashik-6 vide document No.3314/2014 dated 11/11/2014.

Hence the mutation entry was mutated to the record of right of 7/12 as per the application, Affidavit & copy of sale deed.

xxx) M.E.No.95256 dated 11/11/2014 is not relevant to this title.

xxxi) M.E.No.95257 dated 11/11/2014 is not relevant to this title.

xxxii) M.E.No.95258 dated 11/11/2014 is not relevant to this title.

xxxiii) M.E.No.95275 dated 12/11/2014 shows that, M/s.Siddha Associates through proprietor Nitin Vitthalrao Matere purchased the land having area 2.50 R (property described in schedule I) out of S.No.158/2 From Angha Ashok Tongaonkar for the Consideration of Rs.16,00,000/- by executing the document of sale deed at the office of Sub-registrar Nashik vide document No.3248/2014 dated 10/11/2014.

Hence the mutation entry was mutated to the record of right of 7/12 as per the application, Affidavit & copy of sale deed.

xxxiv) M.E.No.96171 dated 23/01/2015 the owner Mr. Dhananjay Gokulseth Vibhandik and Mr.Yogesh Kisanrao Bhoi of land having area 2.50R (property described in schedule I) out of S.No.158/2/1 obtained the N.A. permission from The collector, of Nashik vide No.Maha 3/4/N.A.D.No./81/2014 dated 30/09/2014. As per the N.A. order the area 250sq.mtrs was subtracted from 7/12 extract of S.No.158/2/1 and new Survey Number 158/2/3 was given for.250sq.mtrs.

Hence the mutation entry.

xxxv) M.E.No.96172 dated 23/01/2015 is not relevant to this title.

xxxvi) M.E.No.96173 dated 23/12/2015 shows that, the owner M/S.Vastu Laxmi Builders and Contractors partner ship firm through its partner of land having area 500.00 R (property described in schedule II) out of S.No.158/2/1 obtained the N.A. permission from The collector, of Nashik vide No.Maha 3/4/N.A.D.No./73/2014 dated 20/09/2014. As per the N.A. order the area 500.00 sq.mtrs was subtracted from 7/12 extract of S.No.158/2/1 and new Survey Number 158/2/5 was given for 500.00 sq.mtrs.

Hence the mutation entry.

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xxxxvii) Thus presently Mr.Dhananjay Gokulseth Vibhandik and Mr.Yogesh Kisanrao Bhoi are the exclusive owners of the property having area 2.50R (property described in schedule I) out of S.No.158/2/3.

xxxxviii) Thus presently M/S.Vastu Laxmi Builders and Contractors partnership firm through its partner (a)Mr.Kalpesh Dayabhai Patel, (b) Mr.Mahesh Dayabhai Patel, (c) Mr.Kamlesh Babubhai Patel and (d) Mr.Paresh Jayantibhai Patel are the exclusive owner of the property having area 5.00 R (property described in schedule II) out of S.No.158/2/5.

xxxxix) M.E.No.A-579 dated 25/02/2016 shows that, The owner Mr. Dhananjay Gokulseth Vihandik and Mr.Yogesh Kisanrao Bhoi of the property described in schedule- I having area 250.00 R i.e.S.no.158/2/3 executed a Development Agreement in favour of M/S.Vastu Laxmi Builders and Contractors partnership firm through its partner (a) Mr.Kalpesh Dayabhai Patel, (b) Mr.Mahesh Dayabhai Patel,(c) Mr.Kamlesh Babubhai Patel and (d) Mr.Paresh Jayantibhai Patel at Sub-Register Office-6 on dated 18/06/2015 vide document no.3389/2015. Hence the remark of said Development agreement was mutated in the other rights column of 7/12 extract.

x) M.E.No.A-964 dated 01/04/2016 shows that, The name of M/S.Vastu Laxmi Builders and Contractors partnership firm was wrongly mutated as M/S.Vastu Laxmi Builders and Construction partner ship firm to record of right 7/12 extract of property described in schedule II i.e. S.No.158/2/5. As per the application given u/s 158 of M.L.R. Code 1966 the Tahasildar Nashik passed the order vide no.Ah/306/2016 dated 01/04/2016 for rectification of error in M.E.No.93923.Hence the name of M/S.Vastu Laxmi Builders and Contractors partnership firm was mutated instead of M/S.Vastu Laxmi Builders and Constructors partnership firm to the record of right of 7/12 extract.

xlii) The M/S. Vastu Laxmi Builders and Contractors (b) Mr. Mahesh Dayabhai Patel, (c) Mr. Kamlesh Babubhai Patil, (d) Mr. Parash Jayantibhai Patel as a owner of property described in schedule I and as a developer of property described in schedule I, they submitted the building certificate is issued by the Municipal Corporation Nashik dated 30/09/15 and schedule I for making construction on above properties described in schedule I.

7) **Search and Investigation:-**

7.1 The person who is the present owner of the property / ies: -

- (i) Mr. Dhananjay Gokulseth Vibhandik and Mr. Yogesh Kisanrao Bhoi.

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ADVOCATE

(ii) M/S.Vastu Laxmi Builders and Contractors partnership firm through its partner (a) Mr.Kalpesh Dayabhai Patel, (b) Mr.Mahesh Dayabhai Patel, (c) Mr.Kamlesh Babubhai Patel and (d) Mr.Paresh Jayantibhai Patel.

7.2 Whether the party has absolute clear and marketable title over the property / ies: - Yes. except the charge of Development Agreement with M/S.Vastu Laxmi Builders and Contractors partnership firm about the property described in schedule I.

7.3 What is the nature of the title of the owner i.e. legacy right, full ownership occupancy right, possessor right, minors right or any other type of right ? : - Full ownership.

7.4 Whether there is any restriction / prohibition under personal laws of the owner / mortgage to hold the property/ies under the title deeds through which he has derived the title :- No

7.5 Whether the land is affected by any revenue and Tenancy legislation? If so, how and to what extend and the remedy if any: No

7.6 If there are any other special enactment like land acquisition Act and other state legislation / provisions of which are applicable to the property / ies affecting the title :- No

7.7 Whether any dues as land revenue are outstanding:-No

7.8 In case of conversion of agricultural land for non agricultural / commercial purpose or otherwise whether requisite procedure followed / permission obtain: - N.A. order is obtained.

7.9 Is / are the property free from encumbrance: - Yes

7.10 Whether the property /ies is / are free hold or lease hold or self occupied, ancestral or tenanted ? If tenanted, whether the property /ies can be taken as mortgaged and what precaution to be taken? - Self acquired property.

7.11 Whether the borrower is the sole owner of the property: - Yes

8) **Investigation under Income Tax Act, 1961:-**

A) Please investigate Whether any action has been initiated by the Tax Recovery Officer under sec.222 :-

B) Please also advise whether any prior permission of the concern accessing officer u/s 281 (1) is required for any transferred (by way of sale, mortgage, gift, exchange or any other mode of transfer whatsoever) of the immovable property /ies :-

C) Finally please also investigate as to whether any other proceeding under the I.T. Act, 1961 are pending :-

As to whole column no 8 unable to verify same must be got cleared from borrower.

9) Opinion:-

After perusing all the above mentioned revenue record, 7/12 extract and Mutation Entries of said properties, I am of the opinion that,

The title in respect of property described in **Schedule-I** ie Survey No.158/2/3 having area 250.00 sq.mtrs. Situated at Maaje Nashik within the limit of Nashik Municipal Corporation, Nashik is jointly owned and possessed by **Mr. Dhananjay Gokulseth Vibhandik** and **Mr.Yogesh Kisanrao Bhoi** and they a legally clear, negotiable and marketable title over the said property. M/S.Vastu Laxmi Builders and Contractors have obtain rights develop the property described in schedule-I by executing Development Agreement & General Power of Attorney on dated 18/06/2015 vide Documents No.3389/2015 & 3390/2015 respectively at Sub-Register Office-6, Nashik.

The title in respect of property described in **Schedule-II** ie S.No.158/2/5 having area 500.00 sq.mtrs. situated at Maaje Nashik within the limit of Nashik Municipal Corporation, Nashik is owned and possessed by **M/S.Vastu Laxmi Builders and Contractors** partnership firm through its partner (a) Mr.Kalpesh Dayabhai Patel, (b) Mr.Mahesh Dayabhai Patel, (c) Mr.Kamlesh Babubhai Patel and (d) Mr.Pareesh Jayantibhai Patel and they have a legally clear, negotiable and marketable title over the said property.

I certified that **Mr. Dhananjay Gokulseth Vibhandik** and **Mr.Yogesh Kisanrao Bhoi** have an absolute clear and marketable title over the property described in schedule- I except the charge of Development agreement and General Power of Attorney with M/S.Vastu Laxmi Builders and Contractors.

I certified that **M/S.Vastu Laxmi Builders and Contractors** partnership firm have an absolute clear and marketable title over the property described in **Schedule- II**.

M/S.Vastu Laxmi Builders and Contractors partnership firm having right to develop building on the property described in Scheduled-I & II and also entitled to Sale the constructed premises.

I have issued the said Legal Scrutiny Report on the strength of documents which are produced before me at the time of this report. Nashik.

Date: - 07/ 07/2016


ADVOCATE
NITIN SUBHASH RAO KALE
ADVOCATE