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Regn.:39M

पावती क्र.: 3274 दिनांक: 12/05/2017

गावाचे नाव:
दस्तऐवजाचा अनुक्रमांक: **नसन5-0-2017**
दस्तऐवजाचा प्रकार :
सादर करणाऱ्याचे नाव: **अँड अजित पंडीतराव पाटील**
वर्णन **अर्ज नं 811 / 17 मौजे चुंचाळे येथील गट नं 73 / 2 अ पैकी प्लॉट नं 4 क्षेत्र 453.00 चौ मी यावरील लुबीता अपार्टमेंट या बांधीव इमारत मिळकत सदर मिळकतीचा 1988 ते 2017 एकुण 30 वर्षाची शोध पावती**

SEARCHFEE रु. 750.00

एकूण: रु. 750.00

Joint Sub Registrar Nashik 5

1): दैयकाचा प्रकार: By Cash रक्कम: रु 750/-

सह. दुय्यम निबंधक वर्ग-२
नाशिक-५.

Mr. Ajit Panditrao Patil
B.Com, L.L.B
Advocate
Office: B-215, Meghdoot Shopping Centre, Opp. Old C.B.S., Nashik.

TITLE REPORT

TO WHOMSOEVER IT MAY CONCERN

A. Name of the Owner

Chary Publication Pvt. Ltd.

Pan No. – AABCC6078J

Through Managing Directors

Shri. Mahadevan Iear

Office 201, premalay, on cafe coffee day,

Devnar, Mumbai – 400088

B. Name of the Developer

Hrishita Buildcon and Infrastructure Pri. Ltd.

Through Director

Shree. Hrishi Devendranath Malik

Asiatic Aarcade, Vartak Nagar, Pokhran

Road No. 1, Thane West – 400606

Pan No. – AACCH7999E

C. Description of the Property:-

All that piece and parcel of the Non - Agriculture plot situated at **Chunchale ,** bearing **S. No. 73/2A** out of its **Plot No. 4** area adm.**453.00 sq. mtrs**, **C.T.S. No.2435** area adm.**457.5 sq. mtrs**, on which is under construction Building known as **"Hrishita Apartment"** within the limits of Nashik Municipal Corporation, Nashik, Taluka & District - Nashik, which is bounded as follows:-

Adv. Panditrao Patil

East	:	Plot no. 5/ Adjacent C.T.S.NO. 2434
West	:	Plot No. 3/ Adjacent C.T.S.NO. 2436
South	:	Nashik sarole Adjacent Road
North	:	Plot no. 12/ Adjacent C.T.S.NO. 2423

C. That **A.Chary Publication Pvt. Ltd. Through Managing Directors, Shri. Mahadvan Iear** requested me to issue title report & for that purpose he placed before me the following documents viz.

Documents scrutinized:

1) 7/12 Extract of property.

2) 6-D Mutation Entries.

3) Copy of Sale Deed of **Shree. Rajendra Jagdish Malaviya at Sr. No. 4559 Dt. 05/10/1981**

4) Copy of Sale Deed of **Chary Publication Pvt. Ltd. at Sr. No. 1273/2014 Dt. 18.02.2015.**

5) Copy of Development Agreement and General Power of Attorney **at Sr. No. 2278 and 2279 Dt. 17.04.2015**

6) Copy of T.D.R. Sale Deed of **Hrishita Buildcon and Infrastructure at Sr. No. 2791/2015 Dt. 17/04/2015.**

7) Copy of Mortgage Deed of Shree. Rajendra Jagdish Malaviya at Sr. No. 7665 Dt. 04.09.2007 and at Sr. No. 3875 Dt. 22.04.2010

8) Copy of Reconvence Deed of **Shree. Rajendra Jagdish Malaviya at Sr. No. 1040 Dt.07.02 2015.**

9) Copy of Additional Development Agreement at Sr. No. 229/2017 dated 12.04.2017.

10) Lay Out

11) N.A. Order.

12) Commencement Certificate.

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Meghdoot Shop
Nashik, Mob.: [illegible]

13) Building Plan.

14) Other relevant documents.

D.Brief History:-

1. It appears from the record of rights that, the owners of the land Punja Jeevram Datir and others made an application for Non Agriculture Permission for the Gat .No 73 area adm. 4 H.56 R, that the **N. A. Permission** was granted by Collector Nashik vide Order no. **R.B./DESK/III/LNA/SR/ 249/81 Dt. 26.05.1981** & The Assistant Director of Town Planning Nashik has been **approved lay-out plan** vide **Order No. RP/Chunchale/1139 dated** 7.04.1981. Accordingly plots were laid down. Hence M.E. No. 971 was made & certified.

2. It appears from the record of rights that, Shree. Bhaiyasaheb Govindrao Deshmukh purchsed the **Plot No. 4** area adm. **453.00 sq. mtrs**, from 1 **Shri. Punja Jivram Datir,(for himself and General Power of Attorney Holder of 5 to 8) 2 Shree Tukaram Jivram Datir, 3. Shree. Namdeo Jivram Datir 4. Shree. Ramkrishna Jivram Datir 5. Smt. Kausabai Damu Ghate 6. Smt. Mhalsabai Tukaram Khandbahale 7.Smt. Sonybai Tukaram Gaidhani 8. Smt. Mamtabai Karbhari Tile** by way of **Sale Deed** which registered in the office of Sub-Registrar Nashik- at **Sr. No3053** dated 23.07.1981. Hence, M.E. No.1023 was made & certified.

3. It appears from the record of rights that, of **Shree. Rajendra Jagdish Malaviya** purchased the **Plot No. 4** area adm. **453.00**sq. **mtrs**, from Shree. Bhaiyasaheb Govindrao Deshmuk by way of **Sale Deed** which registered in the office of Sub-Registrar Nashik-1at **Sr.No 4559 dated** 05.10.1981. Hence, M.E. No1075 as made & certified.

4. It appears from the record of rights that **Shree. Rajendra Jagdish Malaviya** has taken Cash Credit Loan of Rs. 7,50,000/- from Janlaxmi

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Co –Op .Bank and above said property mortgage to the bank by way of **Mortgage Deed** which registered in the office of Sub-Registrar Nashik-3 at **Sr.No 7665/2007** dated 04.09.2007

5. It appears from the record of rights that, **Shree. Rajendra Jagdish Malaviya** has taken another Cash Credit Loan of Rs. 5,00,000/- from Janlaxmi Co –Op .Bank and above said property mortgage to the bank by way of **Mortgage Deed** which registered in the office of Sub-Registrar Nashik-3 at **Sr.No 03875/2010** dated 22.04.2010 . Hence, M.E. No. **8742** was made & certified.

6. It appears from the record of rights that, M/s Malviya Tyres Partnership Firm through Partner **Shree. Rajendra Jagdish Malaviya** has repaid the entire loan amount which was taken from Janlashami Co.Op. Bank by way of **Release Deed** which registered in the office of Sub-Registrar Nashik-5 at **Sr.No 1040/2015** dated 07.02.2015. Hence, M.E. No. 14043 was made & certified.

7.It appears from the record of rights that, **Shree. Rajendra Jagdish Malaviya sold Plot No. 4** area adm. **453.00**sq. **mtrs,** to Charry Publication Pri.Ltd. Through Managing Director Shree. Mahadevan Iyer by way of **Sale Deed** which registered in the office of Sub-Registrar Nashik-5at **Sr.No 1273 dated** 18.02.2015. Hence, M.E. No.14058 was made & certified.

8. It appears from the record that, Charry Publication Pvt. Ltd. Through Managing Director Shree. Mahadevan Iyer has executed Development Agreement and General Power of Attorney in favor of Hrishita Buildcon And Infrastructure Pri. Ltd. Through Managing Director Shree. Hrishi Devendranath Malik by way of Development Agreement and General Power of Attorney which registered in the office of Sub-Registrar Nashik-6 at **Sr.No 9278, 9279 dated** 17.04.2015.

9. It appears from the record that, Hrishita Buildcon And Infrastructure Pvt. Ltd. Through Managing Director Shree. Hrishi Devendranath Malik Purchased has purchased D Zone T.D.R. area adm. 180.00 sq. mtrs out of Certificate No. 574 Dt.03.09.2012 from Mr. Bajirao Chandrabhan Jadhav by way of **Sale Deed** which registered in the office of Sub-Registrar Nashik-5 at **Sr.No. 2791/2015 dated** 17.04.2015

10. Thereafter, it appears that Hrishita Buildcon and Infrastructure Pvt. Ltd. Through Managing Director Shree. Hrishi Devendranath Malik develop the said Plot no. 4 out of S. No. 73/2A with the due permission of Nashik Municipal Corporation for the construction of building which is sanction **Commencement Certificate** vide its no. **LND/BP/B2/148/639 dt. 12.06.2015.**

11. It appears from the record that, After the commencement Certificate Charry Publication Pvt. Ltd. Through Managing Director Shree. Mahadevan Iyer has executed Additional Development Agreement in favor of Hrishita Buildcon and Infrastructure Pvt. Ltd. Through Managing Director Shree. Hrishi Devendranath Malik, for the specifically described share of owner and developer in this Hrishita Apartment by way of Additional Development Agreement which registered in the office of Sub-Registrar Nashik-7at **Sr. No 229/2017 dated** 12.04.2017.

12. It appears from the record that, the period of construction in the original Development Agreement was corrected by way of Correction Deed which registered in the office of Sub-Registrar Nashik-7at **Sr. No 362/2017 dated** 05.05.2017.

13. The period of search is taken 30 years, search Receipt No. 3274 Dated 12.05.2017 and as per available relevant document which is produce before me I have traced the title of above said property.

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14. As such the owner and developer has received certain rights title and interests in the property.

E. OPINION: - After perusal of the documents, I am of the opinion that, the title of the Non - Agriculture plot situated at **Chunchale , ,** bearing **S. No. 73/2A** out of its **Plot No. 4** area adm. **.453.00 sq. mtrs, C.T.S. No.2435** area adm.**457.5 sq. mtrs,** on which is under construction Building known as **"Hrishita Apartment"** within the limits of Nashik Municipal Corporation, Nashik, Taluka & District - Nashik is clear, marketable & free from all encumbrances of whatsoever nature.

Hence, This Title Report.

Place- Nashik

Date-12.05.2017

(MR. AJIT PANDITRAO PATIL)

Advocate

Adv. Ajit Panditrao Patil
B-215,
Meghdoot Shopping Centre,
Nashik, Mob.: 9822903794