भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL

जोडपत्र - २

महाराष्ट्र MAHARASHTRA ◐ 2016 ◐ AA 595410

मुद्रांक विक्री नोंदवही अनु. क्रमांक 029566 दिनांक 20 JUL 2017

दस्ताचा प्रकार Bond

दस्त नोंदणी करणार आहेत का ? - होय / नाही No

मिळकतीचे थोडक्यात वर्णन

मुद्रांक विकत घेणा-याचे नांव Sanjay Khemde on Est tha

हस्ते असल्यास त्यांचे नाव, पत्ता

सही

दस्त-या पक्षकाराचे नांव

मुद्रांक शुल्क रक्कम

परवानाधारक मुद्रांक विक्रेत्याची सही (सौ. शिल्पा एस नाईक)

परवाना क्र. MH20 9033

तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता :- नाईक कमर्शियल सेटर, शॉप नं. भवानी चौक, टेंबी नाका, ठाणे (प

दस्त करण्यासाठी वरील मुद्रांक खरेदी केला त मुद्रांक खरेदी केल्यापासून सहा महिन्यात वाप

DIST. TREASURY OFFICE THANE

जिल्हा कोषागार कार्यालय ठाणे 14 JUL 2017

14/7/2017

HEENA P. SHAIKH (M.S.) Dist. Thane Regn.No. 19

NOTARY GOVT. OF INDIA

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

Affidavit Cum Declaration

I, Rishi Devendranath Malik, Director of M/s. Hrishita Buildcon & Infrastructures Pvt. Ltd. having its address at 21, Asiatic Arcade, Vartak Nagar, Pokhran Road No.1, Thane (West) -400 606 do hereby solemnly declare, undertake and state as under:

1. That M/s. Hrishita Buildcon & Infrastructures Pvt. Ltd. have a legal title Report to the land bearing Survey No.73/2-A, Plot no.4, C.T.S. No.2435 area admeasuring 438.45sq.mtrs, situated at Chunchale, Shivar, Nashik **"the said Land"** on which the development of the project "Hrishita Apartment" is carried out.

2. That a legally valid authentication of title Reports of the said land along with an authenticated copy of the Development Agreement between M/s. Chary Publications Pvt. Ltd., "the Owner" and M/s. Hrishita Buildcon & Infrastructures Pvt. Ltd. "the Developer" for the development of the real estate project named "Hrishita Apartment" is enclosed herewith as Annexure "A".

3. That the said project land is free from all encumbrances.

4. That the time period within which the project shall be completed by us from the date of registration of the project is 12months.

5. That seventy percent of the amounts realised by us for the real estate project from the allottees, from time to time shall be deposited in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost and shall be used only for that purpose.

6. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.

7. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.

8. That we shall get the accounts audited within six months after the end of every financial year by a Chartered accountant in practise, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

9. That we shall take all the pending approvals on time, from the competent authorities.

10. That we have furnished such other documents as have been prescribed by the rules and regulations made under the Act.

11. That we shall not discriminate against any allottee at the time of allotment of any flat/shop on any grounds.



Deponent

Verification

The contents of my above affidavit cum declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at _____ on this _____ day of 2017.

NOTARISED
HEENA P. SHAIKH
ADVOCATE & NOTARY
31 JUL 2017

Annexure "A"

395/0 इतर पावती Original/Duplicate
Friday,12 May 2017 3:41 PM नोंदणी क्र. :39म
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 वावरील लुबीता अपार्टमेंट या बांधीव इमारत मिळकत सदर मिळकतीचा 1988 ते 2017 एकुण 30 वर्षाची शोध पावती**

SEARCHFEE ₹ 750.00

एकूण: ₹ 750.00

Joint Sub Registrar Nashik 5

1): देयकाचा प्रकार: By Cash रक्कम: ₹ 750/-

सह. दुय्यम निबंधक वर्ग-२
नाशिक-५.

NOTARY
HEENA P. SHAIKH
Dist. Thane (M.S.)
Regn.No.10294/13
GOVT. OF INDIA

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:-

ditrao 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.

NOTARY ... GOVT OF INDIA

Adv. [illegible]
B-215, Meghdoot Shop

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. **453.00sq. mtrs**, from Shree. Bhaiyasaheb Govindrao Deshmukh 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. No.1075 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

ditrao Patil

ing Centre,
22503794

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 Shaibha Muhadevan 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.

...itrao Patil

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.: 9822503794

NOTARY
HEENA P. SHAIKH
Dist. Thane (M.S.)
Regn.No.40284/13
GOVT. OF INDIA

Annexure A-1

395/0 इतर पावती Original/Duplicate

Friday,30 October 2015 4:47 PM नोंदणी क्र. 39म

Regn. 39M

पावती क्रं.: 9639 दिनांक: 30/10/2015

गावाचे नाव: चुंचाळे

दस्तऐवजाचा अनुक्रमांक: नसन5-0-2015

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अॅड अजित पंडितराव पाटील

वर्णन अर्ज क्र.2225/2015 मौजे चुंचाळे येथील ग.नं.73/2अ यांसी प्लॉट नं.4 या सन 2003 ते 2015 पर्यंतचा 13 वर्षाचा शोध

शोध व निरीक्षणे रु. 325.00

एकूण: रु. 325.00

Joint Sub Registrar Nashik 5

1): देयकाचा प्रकार: By Cash रक्कम: रु 325/-

सह. दुय्यम निबंधक वर्ग-२
नाशिक-५.

NOTARY
INDIA