

Development Agreement and Power of Attorney dated 4-1-2007 which is duly registered at the office of Sub Registrar, Nashik 3 at Sr.No. 80 on 4-1-2007 and as such name of the said developer is mutated in the other rights column of the record of rights under M. E. No. 57192 on 11-1-2007.

The present holder alongwith the earlier developer M/s. Shantusha Developers and Builders, entrusted the aforesaid property to M/s. Anuraj Buildcon, Partnership firm, under Development Agreement and Power of Attorney dated 25-10-2007 which is duly registered at the office of Sub Registrar, Nashik 3 at Sr.No. 9378 and 9379 on 25-10-2007 and as such name of the said developer is mutated in the other rights column of the record of right under M.E.No. 59654 on 26-10-2007 and name of the earlier developers M/s. Shantusha Developers and Builders is deleted from the record of rights and as such the said developers M/s. Anuraj Buildcon, Partnership firm is competent to develop the said property in any manner whatsoever and appropriate the sale proceeds thereof.

No charge, encumbrance or defect in title is observed during the course of the aforesaid observation, in respect of the aforesaid property.

OPINION :- In consistence with my above observations, I am of the opinion that the title of the aforesaid property appears to be clear, negotiable and marketable without any charge, encumbrance and defect in title and **M/s. Anuraj Buildcon, Partnership firm** is entitled to develop the said properties and construct building thereon and sell the super structure thereon and appropriate the sale proceeds.

Bhah
SUBODH M. SHAH
ADVOCATE

