formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/ Purchaser further agrees that till the Allottee's/Purchaser's share is so determined the Allottee/Purchaser shall pay to the Promoter provisional monthly contribution of Rs. **2,229/-** per month towards the outgoings. The amounts so paid by the Allottee/Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

13.4 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee's/Purchaser of the said apartment/unit and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee's/Purchaser's along with interests and Allottee's/Purchaser's herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee's/Purchaser's in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment/unit being first encumbrance of the Promoter. The Allottee's/Purchaser's herein with due-diligence has accepted the aforesaid condition.

13.5 That the allottees/Purchaser are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the allottee/Purchaser shall have to pay for the water charges either by tanker or any other form.

14. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

The Promoter hereby represents and warrants to the Allottee/Purchaser as follows:

a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

d) There are no litigation pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

e) All drawings, plans, are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee/ Purchaser and the allottee/Purchaser is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allottee/Purchaser and based on these said details of the drawings an the calculations and areas shown, the allottee/Purchaser has agreed to take the said unit.

f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building/wing /phase are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been

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and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;

h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/unit] which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;

i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/unit]to the Allottee/Purchaser in the manner contemplated in this Agreement;

j) At the time of execution of the conveyance deed of the structure to the association of Allottees/Purchaser the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees/Purchasers;

k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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15. COVENANTS AS TO USE OF SAID APARTMENT:-

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.

a] To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/unit is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment/ unit is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

b] Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/unit is situated, including entrances of the building in which the Apartment/unit is situated and in case any damage is caused to the building in which the Apartment/unit is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

c] To carry out at his own cost all internal repairs to the said Apartment/unit and maintain the Apartment/unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-

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laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d] Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and **nor any permanent or temporary extension in side margin, front and back margin and** outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

e] Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f] Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

g] Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

h] To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

i] The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

j] The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

k] Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

l] Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee/Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

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m]That the allottee/Purchaser shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non performance of such obligations given specifically herein to the allottee/Purchaser.

n] That nothing herein contained shall construe as entitling the allottee/Purchaser any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee/Purchaser to the developer in this regards.

16. NAME OF THE PROJECT/BUILDING/S/WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project **"MANOMAY NATURE'S PARADIZE"** and building will be denoted by letters or name "**LILY STUDIO APARTMENT**" or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

17. ENTIRE AGREEMENT AND RIGHT TO AMEND:-

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment. This agreement may only be amended through written consent of the Parties.

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18. SEPARATE ACCOUNT FOR SUMS RECEIVED:-

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organization that may be formed, towards the out goings, legal charges etc.

19. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

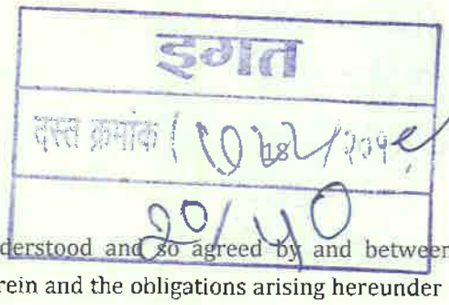
The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right is to only to the use and unless specifically allotted/ given vides (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for fully/ proportionately).

20. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES





is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has been dispensed.

22. REGISTRATION OF THIS AGREEMENT:-

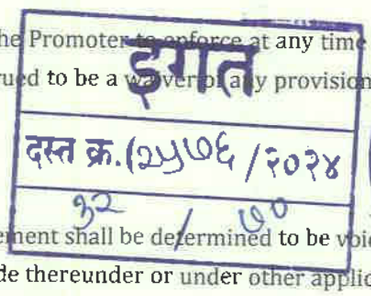
The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written/ telephonic/electronic media intimation from the Promoter.

23. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:-

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter and consenting party in favour of Allottee/s or Association/Society i.e organization as may be formed in which the Allottee/s will be the member.

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.





24.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be

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registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at **IGATPURI**.

27. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Name & Address of Allottee :-

MR. DARSHAN JANAK SALUNKHE

R/o. - HOUSE NO. 57, R.C. CHURCH ROAD, OPP. PHOENIX MARKET CITY M.A.L. KAMANI, KURLA (W) MUMBAI - 400 070.

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Name & Address of Promoter :-

K.B.ROHAMARE HOUSING PVT. LTD.

Registered office at 25, Vitthal Charni, Patil Colony lane No. 3, Opp. Big Bazar, College Road, Nashik - 422005,

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Allottees, they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

29. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

30. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Arbitrator having jurisdiction at Nashik only.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to

Description of the land and all other details

All that piece and parcel of the Non Agricultural landed property bearing Plot No. 1 to 54 and one Amenity Plot (as per approved Final Layout sanction letter Plot No. 55) total area admeasuring 11998.04 Sq.mtrs. out of **Gat No. 553/A/554/A P** of **village Pimprisadroddin**, Tal. **Igatpuri** & Dist. **Nashik** out of the said non agricultural plots properties "**LILY STUDIO APARTMENT**" is going to be constructed on Plots bearing **Plot No. 12** adm. **1852.87 Sq.mtrs. out of Hissa No. 14** which was bounded as under :-

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On and towards East	:-	As per layout
On and towards West	:-	As per layout
On and towards South	:-	As per layout
On and towards North	:-	As per layout

Schedule-II Above Referred to

Description of Apartment/Unit

All that piece and parcel of the Constructed premises **Apartment/unit** constructed in project known as **"Manomay Nature's Paradize"** which is situated in the building known as **"LILY STUDIO APARTMENT"** bearing **UNIT / FLAT NO. C-102, on Ground floor of WING - C carpet area** admeasuring **38.76 Sq. Mtrs. and covered varanda area adm. 10.52 Sq. Mtrs. Total area adm. 49.28 Sq.Mtrs.** and bounded as under

On and towards East	:-	Lobby, Stair case & Unit No. C-101
On and towards West	:-	Side Marginal Space
On and towards South	:-	Unit No. D-101
On and towards North	:-	Unit No. C-103

Schedule-III Above Referred to

Specification of the said Apartment/ Unit

(1) ***R.C.C.***

Good quality earthquake resistance R.C.C. frame structure.

(2) ***KITCHEN PLATFORM***

Marble Kitchen Platform.

(3) ***SANITARY WARE***

Ceramic Sanitary ware.

(4) ***CHROME PLATED FITTINGS***

Chrome Plated fittings.

(5) ***PAINTINGS***

Internal - Oil bond distemer for walls and ceiling and external - Acrylic paint.

(6) ***PLASTERING***

Internal – Neru Plaster

Schedule-IV Above Referred to

Description of Common areas and facilities/ Limited common areas and facilities

COMMON AREAS AND FACILITIES

(a) COMMON AREAS

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1. The land under the buildings
2. The footings, RCC structures and main walls of the buildings
3. Staircase columns in the building/s
4. Common sulage/drainage, water, electrical lines, STP & WTP
5. Common overhead water tank
6. Electrical meters, wiring connected to common lights, pumps.
7. Garden/Land Scape.
8. Wall compound to the entire project

(b) LIMITED COMMON AREAS AND FACILITIES

1. Partition walls between the two units shall be limited common property of the said two units.
2. Other exclusive and limited common area and facilities as mentioned in the agreement.

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3. All areas which are not covered under aforesaid head common areas and facilities are restricted areas and facilities.
4. Land around building and open areas

Schedule-V Above Referred to

Description of Common Amenities

1] Swimming Pool
2] Children's play area
3] Garden
4] Open Gym

SIGNED AND DELIVERED BY THE]
WITHIN NAMED **PROMOTER/DEVELOPER** K.B.ROHAMARE HOUSING PVT.LTD.
K.B.ROHAMARE HOUSING PVT. LTD.]
through its Director]
MR. ONKARSING GOPALSING PARDESHI]---------- DIRECTOR
PROMOTER]



SIGNED AND DELIVERED BY THE]
WITHIN NAMED **PURCHASER**]
1. MR. DARSHAN JANAK SALUNKHE]----------
PURCHASER]



SIGNED AND DELIVERED BY THE]
WITHIN NAMED **CONSENTING PARTY**]
1] Mr. Rajendra Banduji Khatale,]
2] Mr. Sanjay Banduji Khatale,]
3] Mrs. Maya Sunil Khatale,]
4] Mr. Bhagwan Pundalik Khatale,]
5] Mr. Balu Pundalik Khatale,]
6] Mr. Ganesh Pundalik Khatale] K.B.ROHAMARE HOUSING PVT.LTD.
7] Mr. Vinayak Bhagwan Patil]
through GPA holder]
K.B.ROHAMARE HOUSING PVT. LTD.]---------- DIRECTOR
through its Director]
Mr. ONKARSING GOPALSING PARDESHI]
CONSENTING PARTY]



Witnesses :- 1]---------- 2]----------

(Nilesh N. Sude) (Janak Salunkhe)

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RECEIPT

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Received of and from the Allottee above named the sum of Rs. **3,51,000/-** (Rupees **Three Lakh Fifty One Thousand only)** on execution of this agreement towards Earnest Money Deposit or application fee For Apartment/Unit No. **C-102, WING -C** in **"LILY STUDIO APARTMENT"** by way of cheque in following manner -

	Cheque No.	Amount Rs.	Drawn on
1]	**239729**	3,51,000/-	**STATE BANK OF INDIA BRANCH KURLA ROAD, MUMBAI**

Rs.3,51,000/- **Rs. Three Lakh Fifty One Thousand only**

I say received.

The Promoter/s.

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प्रतिज्ञापत्र

आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक, म. रा. याचे दि. ३०.११.२०१३ रोजीचे परिपत्रकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणुकीद्वारे अथवा दुबार विक्री होत नाही त्याबाबत याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार / कुलमुखत्यारधारक हे खरे असुन आम्ही स्वतः खात्री करुन घेतलेली आहे.

सदर नोंदणीचा दस्तऐवज निष्पादित करतांना नोंदणीप्रक्रियेनुसार आमच्या जबाबदारीने मी / आम्ही दस्तातील मिळकतीचे मालक / वारस हक्कदार / कब्जेदार / हितसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमुन दिलेल्या कुलमुखत्यारधारक (P.A. Holder) लिहून देणार हे हयात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तित्वात आहे व आजपावेतो रद्द झालेले नाही याची मी / आम्ही खात्री देत आहोत. तसेच सदरची मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्ज, बँक बोजे, विकसन बोजे, शासन बोजे व कुलमखत्यारधारकांनी केलेल्या व्यवहगाराच्या अधीन राहून आमचा आर्थिक व्यवहार पूर्ण करुन साक्षीदारांसमक्ष निष्पादित केलेला आहे.

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकूम, कोर्ट दावा या कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे जबाबदार राहतील.

या दस्तासोबत नोंदणी प्रक्रियमेध्ये जोडण्यात आलेली पुरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही सक्षम अधिकारी / मा. न्यायालय / मा. उच्च न्यायालय यांचा मनाई हुकूम नाही. तसेच महाराष्ट्र नोंदणी अधिनियम १९६१ चे नियम ४४ नुसार बाधित होत नाही याची मी / आम्ही खात्री देत आहोत.

नोंदणी नियम, १९६१ चे नियम ४४ व वेळोवेळी मा. न्यायालयाने / मा. उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक / कुलमुखत्यारधारक यांची मालकी व दस्तऐवजाची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही, याची आम्हास पुर्णपणे जाणीव आहे.

स्थावर मिळकतींविषय सध्या होत असलेले फसवणुक / बनावटीकरण / संगनमत व त्या अनुषंगाने पोलीस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नयेत म्हणून आम्ही दक्षता घेतलेली आहे. नोंदणी अधिनियम १९०८ चे कल्म ८२ नुसार मी / आम्ही नोंदविण्यात आलेल्या व्यवहारास कायद्यानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी लावली / बुडविली गेली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उद्भवल्यास त्यास मी / आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार राहणार आहोत, याची आम्हाला पुर्ण कल्पना आहे.

त्यामुळे मी / आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात सदर प्रकरणी कायद्यानुसार कोणताही गुन्हा घडल्यास मी / आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहिता १८६० मधील तरतुदीनुसार ७ वर्षांच्या शिक्षेस पात्र राहणार आहोत याची मला / आम्हाला पुर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र / शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

Salunkhe
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लिहून घेणार सही

.....
लिहून देणार सही

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ANNEXURE-A

1

TITLE REPORT

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To,

THE DIRECTOR,

K. B. ROHAMARE HOUSING PVT. LTD.,

NASHIK.

Sub:- Title report in respect of N. A. Property bearing **Plot No. 1 to 54 and one Amenity Plot** (as per approved Final Layout sanction letter Plot No. 55) total area admeasuring 11998.04 Sq.mtrs. out of **Gat No. 553/A/554/A** P of **village Pimprisadroddin,** Tal. Igatpuri & Dist. Nashik, **Plot No. 1 to 13 & 15 to 36** are owned by Mr. Rajendra Banduji Khatale, Mr. Sanjay Banduji Khatale, Mrs. Maya Sunil Khatale, Mr. Bhagwan Pundalik Khatale, Mr. Balu Pundalik Khatale, Mr. Ganesh Pundalik Khatale and **Plot No. 14, 37 to 54** are owned by Mr. Sanjay Banduji Khatale and Mr. Vinayak Bhagwan Patil & **Amenity Plot i.e. Plot No. 55** is owned by Mr. Rajendra Banduji Khatale, Mr. Sanjay Banduji Khatale, Mrs. Maya Sunil Khatale, Mr. Bhagwan Pundalik Khatale, Mr. Balu Pundalik Khatale, Mr. Ganesh Pundalik Khatale and Mr. Vinayak Bhagwan Patil and **Plot No. 1 to 55 are possessed by K. B. Rohamare Housing Pvt. Ltd. as Developer.**

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Respected Sir,

As per the request of Director of K. B. Rohamare Housing Pvt. Ltd., I have issued this title report from revenue records and other records & permission shown to me by K. B. Rohamare Housing Pvt. Ltd.

I] **Documents scrutinized:-**

I have verified the following documents received from you:-

SR. No.	Date	Description	Remark
01	22-09-2017	Development Agreement & ROR registered at Sr. No. 2295/2017	Photocopy
02	22-09-2017	General Power of Attorney & ROR registered at Sr. No. 2296/2017	Photocopy

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03	20-06-2016	Sale Deed & ROR Reg. at Sr. No. 1639/2016	Photocopy
04	20-06-2016	Sale Deed & ROR Reg. at Sr. No. 1636/2016	Photocopy
05	23-05-2016	Reconveyance of Mortgage Deed & ROR Reg. at Sr. No. 1361/2016	Photocopy
06	20-06-2016	Partition Deed & ROR Reg. at Sr. No. 1641/2016	Photocopy
07	20-06-2016	Correction Deed & ROR Reg. at Sr. No. 1640/2016	Photocopy
08	20-06-2016	Cancellation Deed & ROR Reg. at Sr. No. 1638/2016	Photocopy
09	12-04-2016	Agreement for Sale & ROR Reg. at Sr. No.974/2016	Photocopy
10	09-01-2015	Agreement for Sale & ROR Reg. at Sr. No. 84/2015	Photocopy
11	09-01-2015	Partition Deed & ROR Reg. at Sr. No. 87/2015	Photocopy
12	09-01-2015	Release Deed & ROR Reg. at Sr. No. 86/2015	Photocopy
13	21-01-2012	Mortgage Deed Reg. at Sr. No. 262/2012	Photocopy
14	20-11-2010	Sale Deed & ROR Reg. at Sr. No.2750/2010	Photocopy
15	04-12-2007	Sale Deed Reg. at Sr. No. 2550/2007	Photocopy
16	15-02-2007	Sale Deed Reg. at Sr. No. 260/2007	Photocopy
17	09-01-2002	Sale Deed Reg. at Sr. No. 39/2002	Photocopy
18	10-08-2000	Sale Deed Reg. at Sr. No. 913/2000	Photocopy
19	31-08-1986	Sale Deed Reg. at Sr. No. 565/1986	Photocopy
20	11-05-2017	N.A. Order vide No. Jamabandi/NASR/54/2016	Photocopy
21	08-08-2017	N.A. Tax paid receipt No. 0752641	Photocopy
22	02-08-2017	Layout Sanction Letter No.Jamabandi/NASR/54/ 2016	Photocopy
23	05-10-2017	7/12 Extract & 6 D Mutation Entries thereon	Photocopy

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II] Description of Property:-

All that piece and parcel of Non Agricultural property bearing plot properties lying and being at **Village Pimprisadroddin, Tal. Igatpuri, Dist. Nashik** as mentioned hereinbelow:-

The N.A. Plot properties Out of Gat No. 553/A/554/A P owned by Mr. Rajendra Banduji Khatale, Sanjay Banduji Khatale, Maya Sunil Khatale, Bhagawan Pundalik Khatale, Balu Pundalik Khatale, Ganesh Pundalik Khatale are as follows:-

[1] Plot No. 1 Hissa No.3 adm. 244.62 sq.mtrs. [2] Plot No. 2 Hissa No.4 adm. 252.66 sq.mtrs. [3] Plot No. 3 Hissa No.5 adm. 259.36 sq.mtrs. [4] Plot No. 4 Hissa No.6 adm. 234.50 sq.mtrs. [5] Plot No. 5 Hissa No.9 adm. 234.95 sq.mtrs. [6] Plot No. 6 Hissa No.13 adm. 349.96 sq.mtrs. [7] Plot No. 7 Hissa No.12 adm. 136.67 sq.mtrs. [8] Plot No. 8 Hissa No.11 adm. 149.61 sq.mtrs. [9] Plot No. 9 Hissa No.10 adm. 363.37 sq.mtrs. [10] Plot No. 10 Hissa

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Arihant Patil
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No.07 adm. 241.85 sq.mtrs. [11] Plot No. 11 Hissa No.01 adm. 219.71 sq.mtrs. [12] Plot No. 12 Hissa No.14 adm. 1852.87 sq.mtrs. [13] Plot No. 13 Hissa No.15 adm. 1001.39 sq.mtrs. [14] Plot No. 15 Hissa No.16 adm. 92.01 sq.mtrs. [15] Plot No. 16 Hissa No.19 adm. 60.45 sq.mtrs. [16] Plot No. 17 Hissa No.20 adm. 60.45 sq.mtrs. [17] Plot No. 18 Hissa No.23 adm. 60.45 sq.mtrs. [18] Plot No. 19 Hissa No.26 adm. 60.45 sq.mtrs. [19] Plot No. 20 Hissa No.29 adm. 60.45 sq.mtrs. [20] Plot No. 21 Hissa No.32 adm. 60.45 sq.mtrs. [21] Plot No. 22 Hissa No.36 adm. 100.88 sq.mtrs. [22] Plot No. 23 Hissa No.38 adm. 100.91 sq.mtrs. [23] Plot No. 24 Hissa No.40 adm. 60.45 sq.mtrs. [24] Plot No. 25 Hissa No.44 adm. 60.45 sq.mtrs. [25] Plot No. 26 Hissa No.48 adm. 60.45 sq.mtrs. [26] Plot No. 27 Hissa No.51 adm. 60.45 sq.mtrs. [27] Plot No. 28 Hissa No.54 adm. 60.45 sq.mtrs. [28] Plot No. 29 Hissa No.57 adm. 60.45 sq.mtrs. [29] Plot No. 30 Hissa No.60 adm. 94.64 sq.mtrs. [30] Plot No. 31 Hissa No.58 adm. 101.02 sq.mtrs. [31] Plot No. 32 Hissa No.55 adm. 60.20 sq.mtrs. [32] Plot No. 33 Hissa No.52 adm. 60.20 sq.mtrs. [33] Plot No. 34 Hissa No.49 adm. 60.20 sq.mtrs. [34] Plot No. 35 Hissa No.45 adm. 60.20 sq.mtrs. [35] Plot No. 36 Hissa No.41 adm. 75.83 sq.mtrs.

The N.A. Plot properties Out of Gat No. 553/A/554/A P owned by Mr. Sanjay Banduji Khatale and Vinayak Bhagwan Patil are as follows:-

[01] Plot No. 14 Hissa No.47 adm. 1751.98 sq.mtrs. [02] Plot No. 37 Hissa No.33 adm. 75.83 sq.mtrs. [03] Plot No. 38 Hissa No.30 adm. 60.20 sq.mtrs. [04] Plot No. 39 Hissa No. 27 adm. 60.20 sq.mtrs. [05] Plot No. 40 Hissa No.24 adm. 60.20 sq.mtrs [06] Plot No. 41 Hissa No.21 adm. 60.20 sq.mtrs. [07] Plot No. 42 Hissa No.17 adm. 111.42 sq.mtrs. [08] Plot No. 43 Hissa No.18 adm. 93.20 sq.mtrs. [09] Plot No. 44 Hissa No.22 adm. 60.20 sq.mtrs. [10] Plot No. 45 Hissa No.25 adm. 60.20 sq.mtrs. [11] Plot No. 46 Hissa No.28 adm. 60.20 sq.mtrs. [12] Plot No. 47 Hissa No.31 adm. 60.20 sq.mtrs. [13] Plot No. 48 Hissa No.34 adm. 75.89 sq.mtrs. [14] Plot No. 49 Hissa No.42 adm. 75.89 sq.mtrs. [15] Plot No. 50 Hissa No.46 adm. 60.20 sq.mtrs. [16] Plot No. 51 Hissa No.50 adm. 60.20 sq.mtrs. [17] Plot No. 52 Hissa No.53 adm. 60.20 sq.mtrs. [18] Plot No. 53 Hissa No.56 adm. 62.20 sq.mtrs. [19] Plot No. 54 Hissa No.59 adm. 93.62 sq.mtrs.

The N.A. Plot property Out of Gat No. 553/A/554/A P owned by Mr. Rajendra Banduji Khatale, Sanjay Banduji Khatale, Maya Sunil Khatale, Bhagawan Pundalik Khatale, Balu Pundalik Khatale, Ganesh Pundalik Khatale and Vinayak Bhagwan Patil is as follows:-

Amenity Plot (As per Approved layout Plot No. 55) Hissa No.39 adm. 1924.80 sq.mtrs.

III] Flow of Title:-

The property bearing Gat No. 701 area adm. 1 H 31 R was owned & possessed by Mr.

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Ibrahim Imam Patel (Pathan) & Gat No. 702 area adm. 1 H. 66 R was owned and possessed by Mr. Kalandar Gend Adilshah prior to 1970.

On 16/10/1976, as per the order No. CON/S/326 (Nashik) dtd. 20/03/1976 passed by Dy. Director Land records, the consolidation scheme has been approved for Pimprisadroddin, Tal. Igatpuri, Dist. Nashik since 31/03/1976. Accordingly the **M.E. No. 1** was made & certified.

On 19/10/1976, as per the Letter of Jamabandi Commissioner & Director TILR Pune vide No. CON/LR/57 dtd. 27/01/1965 the effect of **M.E. No. 2699** was taken on record of rights of Gat No. 701. Accordingly the **M.E. No. 8** was made & certified.

On 04/03/1977, the charge of Pimprisado Vividh Karyakari Sahakari Seva Society Ltd. of Rs. 2000/- was recorded on Gat No. 702 for Mr. Kalander Gend Adilshah by way of Declaration. Accordingly the **M.E. No. 38** was made & certified.

On 07/09/1981, as per the order of Tahasildar Igatpuri vide No. Jamabandi 4649 the remark of "Niyantrit Satta Prakar" was taken on Gat No. 701 and the said remark was deleted from Gat No. 702. Accordingly the **M.E. No. 106** was made & certified.

On 05/10/1982, Mr. Punja Trimbak Binnar & Mr. Rambhau Trimbak Binnar had purchased the said area adm. 1 H. 62 R + P.K. 0 H. 04 R total area adm. 1 H. 66 R out of Gat No. 702 from Mr. Kalander Gend Adilshah for the consideration of Rs. 1,00,000/- by way of registered Sale Deed. Accordingly the **M. E. No. 206** was made & certified. The said sale deed was registered at Sr. No. 565/1986 on 31/08/1986 at SRO Igatpuri.

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On 13/05/1999, Mr. Mohanlal Jasraj Chordiya had purchased the area adm. 0 H. 40 R out of Gat No. 702 from Mr. Punja Trimbak Binnar & Mr. Rambhau Trimbak Binnar for the consideration of Rs. 48,000/- by way of registered Sale Deed. Accordingly the **M. E. No. 811** was made & certified.

On 19/07/2000, as per the application & affidavit of Mr. Rambhau Trimbak Binnar & Punja Trimbak Binnar the partition took place and as per the partition the West side area adm. 0 H. 61 R + P.K. 0 H. 02 R total area adm. 0 H. 63 R came to the share of Mr. Punja Trimbak Binnar and North side area adm. 0 H. 61 R + P.K. 0 H. 02 R total area adm. 0 H. 63 R came to the share of Mr. Rambhau Trimbak Binnar. Accordingly the **M. E. No. 862** was made & certified.

On 10/08/2000, Mr. Samshoddin Kalandar Shaikh had purchased the westside adm. 0

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H. 61 R + P.K. 0 H. 02 R total area adm. 0 H. 63 R out of Gat No. 702 from Mr. Punja Trimbak Binnar for the consideration of Rs. 1,10,000/- with the consent of Mr. Rambhau Trimbak Binnar by way of registered Sale Deed. Accordingly the **M.E.No.866** was made & certified. The said sale deed was registered at Sr. No. 913/2000 on 10/08/2000 at SRO Igatpuri.

On 01/10/2001, as per the notification issued by Hon'ble Collector, Nashik vide No. R.B/D-3-5/ 616 – 1993 dtd. 30/03/1993 and along with the letter of TILR Igatpuri vide No. KAVI/3004/Wadi gaothan/2001 Igatpuri dtd.06/07/2001 Village Tarangan Pada was separated from Village Pimprisadroddin therefore the concerned Gat Number 701 & 702 were renumbered as Gat No. 553 [Old Gat No. 701] & Gat No. 554 [Old Gat No.702]. Accordingly the **M.E. No. 1** was made and certified.

On 09/01/2002, Mr. Shamshoddin Kalander Shaikh had purchased the said area adm. 0 H. 61 R + P.K. 0 H. 02 R total area adm. 0 H. 63 R out of Gat No. 702 from Mr. Rambhau Trimbak Binnar for the consideration of Rs. 1,10,000/- by way of registered Sale Deed. Accordingly the **M. E. No. 15** was made & certified. The said sale deed was registered at Sr. No. 39 / 2002 on 09/01/2002 at SRO Igatpuri.

And in the year 2003, Mr. Shamshoddin Kalander Shaikh mortgaged the said property with Dena Bank for Rs. 25,000/-

On 03/02/2007, as per the Letter of Pimprisado Vividh Karyakari Sahakari Seva Society Ltd. Stating that Mr. Shamshoddin Kalander Shaikh had fully repaid the loan amount of Rs. 2,000/- therefore the charge of the said society was deleted from the other rights column. Accordingly the **M. E. No. 369** was made & certified.

On 15/02/2007, Mr. Ishwarlal Shivkaranlal Baberwal had purchased the Westside area adm. 1 H. 22 R + P.K. 0 H. 04 R total area adm. 1 H. 26 R out of Gat No. 554 from Mr. Shamshoddin Kalander Shaikh for the consideration of Rs. 6,00,000/- with the consent of Mr. Badroddin Kalander Shaikh by way of registered Sale Deed. Accordingly the **M. E. No. 377** was made & certified. The said sale deed was registered at Sr. No. 260/2007 on 15/02/2007 at SRO Igatpuri.

On 16/02/2007, as per the Letter of Manager of Dena Bank, Igatpuri stating that Mr. Bdroddin Kalander Shaikh had fully repaid the loan amount therefore the charge of the said bank was deleted from the other right column of the said property. Accordingly the **M. E. No. 376** was made & certified.

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On 20/08/2006, Mr. Ibrahim Imam Pathan alias Patel had expired and after his death his three sons Haidar Ibrahim Pathan, Hamid Ibrahim Pathan & Mujif Ibrahim Pathan and his three married daughters namely Surayya Navab Shaikh, Bebi Ganikha Pathan and Tayara Jamil Shaikh were brought on record. Therefore the names of legal heirs of Late Ibrahim Imam Pathan alias Patel were recorded in the possessor coloumn of 7/12 extract of Gat No. 553. Accordingly the **M. E. No. 402** was made & certified.

On 04/12/2007, Mr. Niranjan Suresh Bhatwal through GPA holder Mr. Suresh Bankatlal Bhatwal had purchased the area adm. 1 H. 22 R + P.K. 0 H. 04 R total area adm. 1 H. 26 R out of Gat No. 554 from Mr. Ishwarlal Shivkaranlal Baberwal for the consideration of Rs. 7,31,000/- by way of registered Sale Deed. Accordingly the **M. E. No. 452** was made & certified. The said sale deed was registered at Sr. No. 2550/2007 on 04/12/2007 at SRO Igatpuri.

On 11/07/2009, Mr. Haidar Ibrahim Pathan had mortgaged the Gat No. 553 for Rs. 20,000/- with Pimprisado Vividh Karyakari Sahakari Seva Society Ltd. Therefore the charge of the said society was recorded on other rights column of the 7/12 extract of the said property. Accordingly the **M. E. No. 684** was made & certified.

On 20/11/2010, Mr. Rajendra Banduji Khatale, Sanjay Banduji Khatale, Maya Sunil Khatale, Bhagwan Pundalik Khatale, Balu Pundalik Khatale and Ganesh Pundalik Khatale had purchased the area adm. 1 H. 22 R + P.K. 0 H. 04 R total area adm. 1 H. 26 R out of Gat No. 554 from Mr. Niranjan Suresh Bhatwal for the consideration of Rs. 11,50,000/- by way of registered Sale Deed. The said sale deed is registered at Sr. No. 2750/2010 on 20/11/2010 at SRO Igatpuri. Accordingly the **M. E. No. 933** was made & certified.

On 21/01/2012, Mr. Bhagwan Pundalik Khatale and others had executed the mortgage deed for the loan amount of Rs. 2,55,000/- in favour of Igatpuri Vividh Karyakari Sahakari Seva Society Ltd. For Gat No. 554 adm. 1H.26 R. Therefore the charge of the said society was recorded in the other rights column of the said property. The said mortgage deed was registered at Sr. No. 262/2012 on 21/01/2012 at SRO Igatpuri. Accordingly the **M. E. No. 1107** was made & certified.

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On 31/10/2014 as per the order of Tahasildar Igatpuri vide No. Ru.Ka./Kavi / 717 / 2014 along with the GR of Govt. Vide No. TNC / 04 / 2013 / Pra.Kra. 196 / J-1 dtd. 16/07/2014 the remark of Niyantrit Satta Prakar was deleted from the order rights column of Gat No. 553. Accordingly the **M. E. No. 1509** was made & certified.

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The M. E. No. **1704** is not related to the caption property.

On 03/01/2015, Haidar Ibrahim Pathan & others 5 had executed the Agreement for Sale for the area adm. 0 H. 60 R out of Gat No. 553 in favour of Mr. Sanjay Banduji Khatale & Mr. Vinayak Bhagwan Patil for the consideration of Rs. 11,50,000/- and out of which an amount of Rs. 6,00,000/- is paid and remaining amount is to be paid at the time of Sale Deed. The said Agreement for sale was registered at Sr. No. 84/2015 on 09/01/2015 at SRO Igatpuri.

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On 09/01/2015, Surayya Navab Shaikh, Bebi Ganikha Pathan and Tayara Jamil Shaikh had executed the release deed for the area adm. 1 H. 28 R + P.K. 0 H. 03 R out of Gat No. 553 in favour of Haidar Ibrahim Pathan, Hamid Ibrahim Pathan and Mujif Ibrahim Pathan. Therefore the names of Surayya Navab Shaikh, Bebi Ganikha Pathan and Tayara Jamil Shaikh were deleted from the record of rights column of the said property. The said release deed was registered at Sr. No. 86/2015 at SRO Igatpuri. Accordingly the **M. E. No. 1709** was made & certified.

On 09/01/2015, Haidar Ibrahim Pathan, Hamid Ibrahim Pathan and Mujif Ibrahim Pathan had executed the partition deed for the area adm. 0 H. 68 R + P.K. 0 H. 03 R out of the area adm. 1 H. 28 R + P.K. 0 H. 03 R out of Gat No. 553 and as per the said partition the southside area adjoining to river adm. 0 H. 30.6 R + P.K. 0 H. 01 R came to the share of Haidar Ibrahim pathan and Northside area adm. 0 H. 18.7 R + 0 H. 01 R came to the share of Hamid Ibrahim Pathan and the remaining area adm. 0 H. 18.7 R + P.K. 0 H. 01 R lying between Mr. Hamid & Haidar came to the share of Mujif Ibrahim Pathan. The said partition deed was registered at Sr. No. 87/2015 on 09/01/2015 at SRO Igatpuri.

On 12/04/2016, Hamid Ibrahim Pathan had execute the Agreement for sale for the area adm. 0 H. 18.7 R + P.K. 0 H. 01 R out of Gat No. 553 in favour of Mr. Sanjay Banduji Khatale and Mr. Vinayak Bhagwan Patil for the consideration of Rs. 4,20,000/- and out of which an amount of Rs. 1,00,000/- is paid and remaining amount of Rs. 3,20,000/- is to be paid at the time of sale deed. The said Agreement for sale is registered at Sr. No. 974/2016 on 12/04/2016 at SRO Igatpuri.

On 23/05/2016, as per the Letter of Igatpuri Vividh Karyakari Sahakari Seva Society Ltd. stating that Mr. Bhagwan Pundalik Khatale had fully repaid the loan amount. Therefore the said society through chairman Mr. Arjun Khandu Khatale had execute the Reconveyance of Mortgage Deed, which is registered at Sr. No. 1361/2016 on 23/05/2016 at SRO Igatpuri,

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in favour of Mr. Bhagwan Pundalik Khatale for the said Gat No. 554. Therefore the charge of the said society was deleted from the other rights column. Accordingly the **M. E. No. 1724** was made & certified.

On 20/06/2016, Mr. Sanjay Banduji Khatale & Mr. Vinayak Bhagwan Patil had Purchased the area adm. 0 H. 60 R out of Gat No. 553 from Haidar Ibrahim Pathan & others 5 for the consideration of Rs. 11,50,000/- with the consent of Rashida Haidar Pathan & others by way of Registered Sale Deed, the said sale deed is registered at Sr. No. 1636/2016 on 20/06/2016 at SRO Igatpuri. Accordingly the **M. E. No. 1746** was made & certified.

On 20/06/2016, Mr. Sanjay Banduji Khatale & Mr. Vinayak Bhagwan Patil had executed the cancellation of Agreement for Sale of the area adm. 0 H. 18.7 R + P.K. 0 H. 01 R out of Gat No. 553 in favour of Mr. Hamid Ibrahim Pathan. The said deed is registered at Sr. No. 1638/2016 on 20/06/2016 at SRO Igatpuri.

On 20/06/2016, Haidar Ibrahim Pathan, Mujif alias Mujib Ibrahim Pathan and Hamid Ibrahim Pathan had execute the correction deed and as per the correction deed some correction was made in partition deed registered at Sr. No. 87/2015. The said correction Deed was registered at Sr. No. 1640/2016 at SRO Igatpuri.

On 20/06/2016, Mr. Rajendra Banduji Khatale, Mr. Sanjay Banduji Khatale, Mrs. Maya Sunil Khatale, Mr. Bhagwan Pundalik Khatale, Mr. Balu Pundalik Khatale & Mr. Ganesh Pundalik Khatale had purchased the area adm. 0 H. 18.7 R + P.K. 0 H. 01 R out of Gat No. 553 from Hamid Ibrahim Pathan for the consideration of Rs. 4,20,000/- with the consent of Imran Hamid Pathan and others by way of Registered Sale Deed. The said sale deed is registered at Sr. No. 1639/2016 on 20/06/2016 at SRO Igatpuri. Accordingly the **M. E. No. 1760** was made & certified.

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As per the Government GR vide No. R.Bhu.A/Pra.Kra./180/L -1 dtd. 07/05/2016 all the revenue records have been computerized in accordance with the E-mutation project. And as per the order dtd. 23/12/2016 passed by Tahasildar Mr. Anil Pure several corrections were carried out in the computerized 7/12 extract vide **M.E. No. 1806.** Out of which the correction Sr. No. 33 shows that the charge of Pimprisadroddin V.K.S.S.Ltd. was deleted from the other rights column of Gat No. 553. Accordingly the **M.E. No. 1806** was made & certified.

As per the Government GR vide No. R.Bhu.A/Pra.Kra./180/L -1 dtd. 07/05/2016 all the revenue records have been computerized in accordance with the E-mutation project. And as per the order dtd. 23/12/2016 passed by Tahasildar Mr. Anil Pure several corrections

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were carried out in the computerized 7/12 extract vide **M.E. No. 1820**. Out of which the correction Sr. No. 53 shows that the charge of Pimprisadroddin V.K.S.S.Ltd. was deleted from the other rights column of Gat No. 554. Accordingly the **M.E. No. 1820** was made & certified.

On 21/08/2017, as per the N.A. Order issued by the S.D.O. Igatpuri-Trimbakeshwar vide No. Jamabandi/NASR/54/2016 along with the letter of ADTP Nashik vide No. Final Layout/Mouje Primprisdroddin Tal. Igatpuri/ Gat No. 553, 554/ssna/2210 dated 1-8-2017 along with the order of the DILR Igatpuri vide NO. Du.R. No. 281/2017 Igatpuri dated 22-8-2017, the said Gat no. 553 and 554 are amalgamated and after deducting the Non Agricultural land and Agricultural land was separated and Non Agricultural i.e. N.A. ploted area was numbered as Gat No. 553A and 554 A and after amalgamation of N.A. ploted area the separate 7/12 of Plot no. 1 to 54 and Amenity Space i.e. Plot No. 55 as per approved layout were made and as per the consent letter of land owners the Plot No. 1 to 13 and 15 to 36 are shown in the names of Mr. Rajendra Banduji Khatale, Sanjay Banduji Khatale, Maya Sunil Khatale, Bhagawan Pundalik Khatale, Balu Pundalik Khatale, Ganesh Pundalik Khatale, and Plot No. 14 and 37 to 54 are shown in the names of Sanjay Banduji Khatale and Vinayak Bhagwan Patil. And Amenity Space Plot i.e Plot NO. 55 is shown in the names of Mr. Rajendra Banduji Khatale, Sanjay Banduji Khatale, Maya Sunil Khatale, Bhagawan Pundalik Khatale, Balu Pundalik Khatale, Ganesh Pundalik Khatale and Mr. Vinayak Bhagwan Patil. Effecting the same **M.E. No. 1915** was made and certified.

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On 21/09/2017, Mr. Rajendra Banduji Khatale, Mr. Sanjay Banduji Khatale, Mrs. Maya Sunil Khatale, Mr. Bhagwan Pundalik Khatale, Mr. Balu Pundalik Khatale, Mr. Ganesh Pundalik Khatale & Mr. Vinayak Bhagwan Patil had executed the Development Agreement & General Power of Attorney for the captioned property in favour of K. B. Rohamare Housing Pvt. Ltd. And the said documents were executed Through its Directors of K.B. Rohamare Housing P. Ltd. viz Amit Ramesh Rohamare & Mr. Onkarsingh Gopalsingh Pardeshi, for the consideration of constructed carpet area adm. 2710.36 Sq.mtrs. i.e. 29174.31 Sq.fts. to be given to the land onwers and Interest Free Refundable Deposit of Rs.81,00,000/-. The said Deposit amount is already paid by the Company before execution and registration of this Development Agreement. And the said Development Agreement & General Power of Attorney were registered at Sr. No.2295/2017 & 2296/2017 on 22/09/2017 at SRO Igatpuri. And the Constructed area/premises which are to be given as Consideration was clearly mentioned in the said Development agreement at "ANNEXURE B". Thus the Developer is going to construct the Lili Studio Apartment of A Wing, B Wing, C Wing, & D Wing, And Deisy Apartment and Aster Row Bungalows and Daffodil Roe Bungalows and Orchid Villas

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on said caption property.

In this way K. B. Rohamare Housing Pvt. Ltd, have got every right to develop and construct the said N.A. plots properties.

IV] SEARCH TAKEN AT SUB REGISTRAR IGATPURI:-

Advocate Mr. Vinod S. Salunke had taken the Index II verification of the caption property vide Search Challan No. MH007933926201718E Dated 05-12-2017 of Sub Registrar Igatpuri and as per his report dated 05-12-2017 no remarkable entries were found except mentioned in the above report. The said Search Report of Advocate Vinod S Salunke is attached herewith this report.

V] OPIONION:-

After perusal of all the above mentioned papers and documents I am of the opinion that, the title in respect of the N.A. Plot properties bearing **Plot No. 1 to 54 and one Amenity Plot** (as per approved Final Layout sanction letter Plot No. 55) total area admeasuring 11998.04Sq.mtrs. out of **Gat No. 553/A/554/A** P of **village Pimprisadroddin,** Tal. Igatpuri & Dist. Nashik, Plot No. 1 to 13 & 15 to 36 are owned by **Mr. Rajendra Banduji Khatale, Mr. Sanjay Banduji Khatale, Mrs. Maya Sunil Khatale, Mr. Bhagwan Pundalik Khatale, Mr. Balu Pundalik Khatale, Mr. Ganesh Pundalik Khatale and** Plot No. 14, 37 to 54 are owned by **Mr. Sanjay Banduji Khatale and Mr. Vinayak Bhagwan Patil** & Amenity Plot i.e. Plot No. 55 is jointly owned by **Mr. Rajendra Banduji Khatale, Mr. Sanjay Banduji Khatale, Mrs. Maya Sunil Khatale, Mr. Bhagwan Pundalik Khatale, Mr. Balu Pundalik Khatale, Mr. Ganesh Pundalik Khatale and Mr. Vinayak Bhagwan Patil** and Plot No. 1 to 55 are possessed by **K. B. Rohamare Housing Pvt. Ltd. as Developers**, is clear, marketable and free from all encumbrances. And K. B. Rohamare Housing Pvt. Ltd. had got every right to entered into agreement for sale for the prospective purchasers for the construction to be owned by K.B. Rohamare Housing Pvt. Ltd.

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Thanking you,

Nashik.

Date:- 07-12-2017

ADVOCATE 7/12/17

Encl :- Report of Adv. Vinod S Salunke