

Subodh M. Shah

B.Sc.(Hons.),LL.B.

Advocate

Off. : 1/2, Ground Floor, Abhishikt Appt.,, Vise Mala, Off. College Road, Nashik - 422005.
Tel. : +91-0253-2312638. Email : adv.smsah@gmail.com

Date : 27/12/2017

TITLE CERTIFICATE & SEARCH CERTIFICATE

NAME OF THE HOLDER:- RETTIGANTI NETAJI.

NAME OF THE BUILDER /DEVELOPER :- M/S. HARDIK
DEVELOPERS, A PARTNERSHIP FIRM.

PROPERTY:- All that piece and parcel of the property bearing Plot No. 3 out of S. No. 31/1/8A+31/1/8B/1, admeasuring 646.51 Sq. Mtrs. (out of which an area of 149.34 Sq. is shown towards road widening area) situated at Village Anandvalli, Taluka and District Nashik, within Nashik Municipal Corporation and within Registration and Sub Registration District Nashik bounded as follows:

On or towards East	:	Adj. S. No. 27
On or towards West	:	Plot No. 2
On or towards South	:	D. P. Road
On or towards North	:	Adj. S. No. 31/1/7A+7B/1.

HISTORY:- After going through the relevant revenue records like, 7/12 extracts and mutation entries and other relevant orders and papers and after taking the search of the Index II registers at the office of Sub Registrar, Nashik for last 30 years, my observations are as follows :-

Following documents perused:

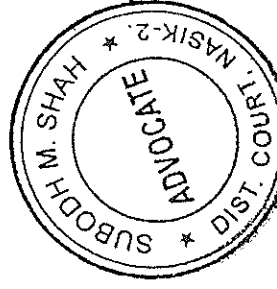
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|-----|---|
| [1] | 7/12 extract |
| [2] | Mutation Entries |
| [3] | N. A. Order Dated 22/3/1994. |
| [4] | Copy of Sale Deed dated 29/9/1994. |
| [5] | Copy of final approval letter 26/6/1994. |
| [6] | Development agreement & Power of Attorney dated 30/1/2017 registered at Sr. No. 614/2017. |

It appears from the record of rights that S. No. 31/1/8 is owned by Karbhari Tukaram Kale since prior to 1989.

It appears that S. No.31/1 was owned by Narayan Tukaram Kale and others and all the members of the joint family of S. No. 31/1 partitioned the property amongst themselves as per the order of Tahasildar and as such separate 7/12 extracts are prepared for the individual area and S. No. 31/1 is sub divided into 6 hissas under M. E. No. 1502 on 3-3-1988 but the said hissas were wrongly made and therefore as per the application of all the joint owners, hissas are corrected whereby new 11 hissas are allotted to new owners and M. E. No.1514 is accordingly effected in the record of rights on 13-4-1988 and S. No. 31/1/8 admeasuring H. 00-33 R. allotted to Karbhari Tukaram Kale.

Karbhari Tukaram Kale and his family members partitioned S. No. 31/1/8 and other property amongst themselves and as such S. No.

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31/1/8 came to the share of Karbhari Tukaram Kale and as such M. E. No. 1614 is effected on 14/7/1989.

As per the order of Tahasildar, Nashik dated 21/5/1989 Karbhari Tukaram Kale partitioned S. No. 31/1/8 amongst his family members and as such S. No. 31/1/8 sub divided into A, B and C, S. No. 31/1/8A allotted to Rajubai Jagan Magar, S. No. 31/1/8B allotted to Jijabai Balu Magar and S. No. 31/1/8C allotted to Karbhari Tukaram Kale under M. E. No. 1641 on 21/9/1989.

That Baburao Dadaji Davate and Ramanrao Baburao Davate purchased S. No. 31/1/8A and 31/1/8B from Rajubai Jagan Magar and Jijabai Balu Magar by sale deed dated 25/7/1989 and as such names of the said purchasers are mutated in the owners column under M. E. No. 1838 on 15/7/1991.

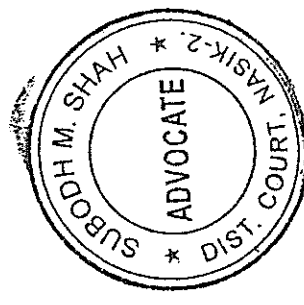
That Madhukar Balwantarao Patil etc. 3 purchased certain property from S. No. 31/1/7A and 31/1/7B from the previous owners respectively by sale deed and name of the said purchasers are mutated in the owners column. But at the time of mutating the names of the respective purchasers, purchased areas are not mentioned on the 7/12 extract and therefore the S. No. 31/1/8A, 31/1/8B, 31/1/7A and 31/1/7B rearranged and names of the respective owners are mutated in the following manner :-

S. No.	Names of the owners	area Sq. Mtrs.
31/1/8A+31/1/8B/1	Baburao Dadaji Davate	2000.00
31/1/8A+31/1/8B/2	Raman Baburao Davate	450.00
31/1/7A+31/1/7B/1	Madhukar Balwantrao Patil	2000.00
31/1/7A+31/1/7B/2	Raman Baburao Davate	850.00

As per the above respective hissas names of the purchaser are mutate in the records of rights under M. E. No. 2102 on 24/11/1993.

The land owner Baburao Dadaji Davate prepared a layout S. No. 31/1/8A+31/1/8B/1 which is duly approved by Nashik Municipal Corporation under No. LND/FINAL/151 dated 29/9/1994 and the property is duly converted to N. A. use u/s. 44 of the M.L.R. Code under order of Collector, Nashik Dated 22/3/1994 under No. Maha/ Kaksha 3/ Bi. She. Pa. kra./84/1994 and as such separate 7/12 extracts are prepared for individual plots under M. E. No. 2214 on 1/11/1994.

That the aforesaid holder purchased Plot No. 3 from previous owner Mr. Baburao Dadaji Davate by registered Sale Deed dated 29/9/1994 which is duly registered at the office of Sub registrar Nashik at Sr. No. 3499 on 29/9/1994 and as such name of the said purchaser is mutated in the owners column under M. E. No. 2949 on 28/11/1998.



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That the aforesaid holder entrusted the aforesaid property to aforesaid builder/developer M/s. Hardik Developers, A Partnership firm for development of the same as per the terms and conditions of the Development Agreement and General Power of Attorney Dated 30/1/2017 which is duly registered at the office of Sub Registrar, Nashik at SR. No. 614 and 615 and as such the said developers are competent to develop the said property by constructing building thereon and the said developers are empowered to sell, alienate and dispose off the construction therein and aforesaid builder/developer has prepared a building plan which is duly sanctioned from Nashik Municipal Corporation Nashik dated 9/10/2017 under No. LND/BP/A-1/358/6059.

No charge, encumbrance or defect in title is observed during the course of the search.

The search of Index II registers is conducted in the office of Sub Registrar, Nashik vide receipt No. 10875 on 26/12/2017 under application No. 1721/201 and no adverse entries is observed during the course of the search.

OPINION:-

In consistence with the above observations, I am of the opinion that, the title of the aforesaid holder to the aforesaid property is clear, negotiable and marketable without any charge, encumbrance or defect in title and **M/s. Hardik Developers, A Partnership firm** as developer is empowered to sell the constructed premises in the building on the said property.

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ADVOCATE

