

Off.: Room No.18,
New Advocate's Bar Room,
Nasik District Court, Nasik - 422 002.

Adv. Sandeep Prabhakar Kapote
B.Com., LL.B.

Resi: 9, Atharva Towers,
Near Ganorkar Hospital, Gaikwad Nagar,
Mumbai Naka, Nashik - 422 002.

Cell No. : 98220-66373

TITLE SEARCH CUM VERIFICATION REPORT

To Whomsoever It May Concern

Date: 21.06.2018.

1. Introduction:

I have been called upon by my client **M/s. Saarthak Constructions**, a Partnership firm through its partner **(1) Shri. Santosh Sambhajirao Patil** and **(2) Shri. Hrishikesh Sham Summanwar** having their office at 2, Liberty Point, Racea Colony, Sharanpur Road, Nashik - 422 002 to opine whether the **plot as mentioned in Para 2 below** of the present title report is free from all encumbrances and that the holders of the said plot possess a good and marketable title over it.

2. Description of the Property:-

All that piece and parcel of **Survey No.227/A/2/1, Plot Nos. 5 to 8, Adm. 3065.89 Sq. Mtrs.**, (Hereinafter referred to as "**said plot**") is lying and situated at **village Ambad Khurd, Tal. and Dist. Nasik** and well within the limits of Nasik Agglomeration and within the limits of Nasik Municipal Corporation, Nasik. That, said plot is owned by **Baglan Developers Pvt. Ltd.**, through its Directors **(1) Sau. Pallavi Santosh Patil, (2) Shri. Santosh Sambhajirao Patil** and **(3) Shri. Dadasaheb Raosaheb Dhavane** and is developed by **M/s. Saarthak Constructions**, a Partnership firm through its partner **(1) Shri. Santosh Sambhajirao Patil** and **(2) Shri. Hrishikesh Sham Summanwar**, That, said plot is bounded as under:

East	:	By 9.00 Mtrs., wide road.
West	:	By 30.00 Mtrs., wide D.P. road.
South	:	By Plot No.04.
North	:	By Survey No.222.

The said plot together with all right, title, interest and all the property and all the estate therein.

3. Documents given for my perusal:

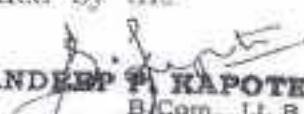
The following documents were made available for my inspection and perusal:

1. Copies of **7/12 extracts** with respect to **said plot** from the year **1968-69 to 2017-18.**

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2. Mutation Entries with respect to said plot, bearing Nos. 291, 377, 378, 477, 685, 758, 823, 972, 1333, 1420, 1914, 2336-A, 4367, 5075, 8898, 11658, 11859 and 11891.
3. Copy of Sale Deed, dated 22.10.1991 executed by Shri. Bhika Sakharam Dhokane in favour of Sau. Varsha Dilip Shukla with respect to the land area of 00 Hecter 78 R's., lying towards Northern side of and out of Gat No.227/A/2, Adm., total area of 01 Hecter 75 R's., of village Ambad. That, said sale deed has been registered with Sub Registrar, Class-II, Nasik - 01 at Serial No.299 on 22.10.1991.
4. Copy of N.A. Order bearing No. Mah. / Kaksha-3 / Bi. She Pra. Kra. / 359 / 1995, dated 17/11/1995 with respect to Survey No.227/A/2/1, Adm. 7,800.00 Sq. Mtrs., of village Ambad, issued by the Collector, Nashik for Residential purpose.
5. Copy of Final Layout Plan and a Letter regarding Sanction of Final Layout, bearing Outward No. / Land / Final / 375 / 4416, dated 01.01.1996 with respect to Survey No.227/A/2/1, Plot Nos. 1 to 8, issued by the Assistant Director, Town Planning, Nasik Municipal Corporation, Nasik.
6. Copy of Sale Deed, dated 03.12.2007 executed by Sau. Varsha Dilip Shukla in favour of (1) Shri. Nandkumar Anandrao Thorat, (2) Sau. Manorama Nandkumar Thorat and (3) Baglan Developers Pvt. Ltd., through its Director Smt. Sudhatai Narayanrao Sonawane with respect to Plot Nos.4,5,6,7 & 8 Adm., total area 3774.64 Sq. Mtrs., out of S. No.227/A/2/1 of village Ambad. That, said sale deed has been registered with Sub Registrar, Class-II, Nasik - 05 at Serial No.2707-2008 on 15.03.2008.
7. Copy of Partnership Deed, dated 21.05.2010 executed among (1) Mr. Santosh Sambhajirao Patil, (2) Mrs. Pallavi Santosh Patil, (3) Mr. Hrishikesh Sham Summanwar and (4) Mrs. Vandana Hrishikesh Summanwar thereby forming a partnership in the name of "M/s. Saarthak Constructions". That, said Partnership Deed has been registered with Notary Public Adv. L. F. Landge at serial No.1147/2010 on 24.05.2010.
8. Copy of Certificate of Registration, bearing No.M.A.-35369, dated 21.04.2011 with respect to a Partnership firm "M/s. Saarthak Constructions" issued by the Registrar of Firms, Mumbai.
9. Copy of N. A. Tax Receipt, bearing No. 1376925, dated 06.12.2017 with respect to Survey No.227/A/2/1, Plot No.5 to 8 issued by Talathi Ambad Khurd, Tal. & Dist. Nasik in favour of Shri. Nandkumar Anandrao Thorat and others.
10. Copy of Letter of Amalgamation, bearing Outward No. / Ambad / Bhukhand Akatrikaran / Sasannar / Manapa / B-2 / 21, dated 14.12.2017 issued by the Assistant Director, Town Planning, Nasik Municipal Corporation, Nasik regarding amalgamation of plots with respect to S. No.227/A/2/1, Plot No. 5 to 8 of village Ambad, Tal. & Dist. Nasik.

- (3)
11. Copy of Final Amalgamation Plan, as per Letter of Amalgamation, dated 14.12.2017 issued by the Assistant Director, Town Planning, Nasik Municipal Corporation, Nasik with respect to S. No.227/A/2/1, Plot No. 5 to 8 of village Ambad, Tal. & Dist. Nasik.
 12. Copy of Sale Deed, dated 21.12.2017 executed by (1) Shri. Nandkumar Anandrao Thorat, (2) Sau. Manorama Nandkumar Thorat as the Vendors and Baglan Developers Pvt. Ltd., through its Directors (1) Sau. Pallavi Santosh Patil and (2) Shri. Santosh Sambhajirao Patil as the Consenting Party in favour of Shri. Dadasaheb Raosaheb Dhavane as the Purchaser with respect to the undivided share of 25% i.e. 766.47 Sq. Mtrs., out of the said plots i.e. Plot Nos.5,6,7 & 8, Adm., total area 3065.89 Sq. Mtrs., out of S. No.227/A/2/1 of village Ambad. That, said sale deed has been registered with Sub Registrar, Class-II, Nasik - 06 at Serial No.2580-2017 on 21.12.2017.
 13. Copy of Development Agreement, dated 27.04.2018 and General Power of Attorney, dated 03.05.2018 executed by (1) Baglan Developers Pvt. Ltd., through its Directors (A) Sau. Pallavi Santosh Patil and (B) Shri. Santosh Sambhajirao Patil and (2) Shri. Dadasaheb Raosaheb Dhavane in favour of M/s. Saarthak Constructions, a Partnership firm through its Partners (1) Santosh Sambhajirao Patil and (2) Shri. Hrishikesh Sham Summanwar with respect to Survey No.227/A/2/1, Plot Nos. 5 to 8, Adm. 3065.89 Sq. Mtrs., of village Ambad. That, said Development Agreement and General Power of Attorney have been registered with Sub Registrar, Class-II, Nasik - 04 at Serial No.4078-2018 and 4079-2018 respectively on 03.05.2018.
 14. Copy of Index-II Search Report, dated 20.06.2018 issued by Adv. Sarika Ranjit More with respect to said plot.
4. On the basis of the Revenue Records and documents as mentioned in clause 3 above, my observation and verification is as under:
1. That, said plot is amalgamated plot. That, it is out of amalgamation of Gat No.227/A/2/1, Plot No.5, Adm.708.75 Sq. Mtrs., Plot No.6, Adm.708.75 Sq. Mtrs., Plot No.7, Adm.700.87 Sq. Mtrs., and Plot No.8, Adm.947.52 Sq. Mtrs., of village Ambad Khurd, Tal. & Dist. Nasik. (Hereinafter referred to as "the said plots"). And whereas the said plots are out of the demarcated layout plan, which has been duly sanctioned by the Assistant Director, Town Planning, NMC, Nashik vide its Letter, bearing Outward No. / Land / Final / 375 / 4416, dated 01.01.1996. That, said plots are out of the landed property bearing Gat No.227/A/2/1 of village Ambad, Tal. & Dist. Nasik (Hereinafter referred to as "said property"). That, the landholder has changed the user of said property to Non Agricultural Residential one vide N.A. Order bearing No. Mah. / Kaksha-3 / Bi.She.Pra.Kra. / 359 / 1995, dated 17.11.1995 issued by the Collector, Nashik.


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2. Details of the Devolution of title as per Mutation Entries with respect to said plot are as under:

- (i) Mutation Entry No.291, dated 01.11.1941:- That, on perusal of the present Mutation Entry it appears that **Shri. Sakharam Girju Dhokane** holder of **S. No.122/2** and others-2 expired on 21.03.1941 leaving back two sons as his legal heirs namely (1) **Shri. Bhika Sakharam Dhokane** and (2) **Shri. Dattu Sakharam Dhokane**. That, said properties being joint family property, name of the elder son **Shri. Bhika Sakharam Dhokane**, minor through his natural guardian mother **Smt. Sonubai Sakharam Dhokane** has been entered in the holder's column of **S. No.122/2** and others-2 by certifying present mutation entry.
- (ii) Mutation Entry No.377, dated 02.12.1945:- That, on perusal of the present Mutation Entry it appears that **Shri. Ramchandra Motiram Mundade** had executed Reconveyance Deed in favour of **Bhika Sakharam Dhokane** and **Sonubai Sakharam Dhokane** with respect to **S. No.122/2** with respect to Conditional Sale Deed executed between them for Rs.200/- of which mutation Entry No.364, dated 09.04.1945 was duly certified. That, due to said reconveyance deed remark of the said transaction as appearing in the other rights column of 7/12 extract of **S. No.122/2** has been deleted by certifying present mutation entry.
- (iii) Mutation Entry No.378, dated 02.12.1945:- That, on perusal of the present Mutation Entry it appears that **Shri. Shankar Mahadev Dhongade** and **Shri. Balu Bhavani Dhangar** have purchased **S. No.122/2** from **Bhika Sakharam Dhokane** and **Sonubai Sakharam Dhokane** for the consideration of Rs.250/- on 19.10.1946. Hence, present mutation entry has been certified.
- (iv) Mutation Entry No.477, dated 03.02.1951:- That, on perusal of the present Mutation Entry it appears that **Bhika Sakharam Dhokane** and **Sonubai Sakharam Dhokane** have purchased **S. No.122/2** from **Shri. Shankar Mahadev Dhongade** and **Shri. Balu Bhavani Dhangar** for the consideration of Rs.300/-. Hence, present mutation entry has been certified.
- (v) Mutation Entry No.685, dated 19.09.1957:- That, on perusal of the present Mutation Entry it appears that present mutation entry is in torn condition and some matter written on it could not be read properly. However, on the basis of matter available, it appears that as per the Fragmentation and Consolidation Act, and the order of Mamlatdar, Nasik the entire lands of village Ambad have been renumbered. Accordingly it appears that **S. No.122/2** has been renumbered as **Gat No.227, Adm. 07 Acres 12 R's.**, and is standing in the name of **Shri. Bhika Sakharam Dhokane** and **Sonubai Sakharam Dhokane**. Hence, present mutation entry has been certified accordingly.

- (vi) **Mutation Entry No.758, dated 13.03.1962:-** That, on perusal of the present Mutation Entry it appears that present mutation entry is in torn condition and some matter written on it could not be read properly. However, on the basis of matter available, it appears that the lands of village Ambad were of Inam Class-2 lands. However, as per the Mumbai Abolition of Inam Act, 1952 the title of Inam has been abolished thereby abolishing Inamdari vatans. Hence, all the lands owned by Jahagirdars have been transferred in the names of persons cultivating the farms. Hence, in view of it S. No.122/2, Adm.07 Acres 12 R's., has come in the name of (1) Shri. Bhika Sakharam Dhokane and (2) Smt. Sonubai Sakharam Dhokane. Hence, present mutation entry has been certified accordingly.
- (vii) **Mutation Entry No.823, dated 28.03.1964:-** That, on perusal of the present Mutation Entry it appears that holder **Smt. Sonubai Sakharam Dhokane** expired prior to 3 years leaving back her only legal heir her son Shri. Bhika Sakharam Dhokane, aged 35 years. Hence, the name of **Shri. Bhika Sakharam Dhokane** has been entered in the holder's column of S. No.227 by certifying present mutation entry.
- (viii) **Mutation Entry No.972, dated 07.11.1969:-** That, on perusal of the present Mutation Entry it appears that as per the Enforcement Act, 1958 and Indian Coinage Act, the measurements of the entire lands of village Ambad Khurd have been converted into decimal units. Accordingly, the measurement of S. No. 227, Adm. 07 Acres 12 Gunthas has been changed to 02 Hectors 95 R's. And the present Mutation Entry to that effect has been certified accordingly.
- (ix) **Mutation Entry No.1333, dated 07.12.1983:-** That, on perusal of the present Mutation Entry it appears that S. No.227 is owned by Shri. Bhika Sakharam Dhokane. That, out of the total land area of S. No.227, the landholder Shri. Bhika Sakharam Dhokane has prepared layout plan with respect to the land area of 01 Hector 07 R's., and has converted the said land area into plotted areas. That, he has obtained Order, bearing No. RP / Ambad Khurd / Layout / 805, dated 08.03.1983 and has also obtained N.A. Order, bearing No. R.B./ DESK-III/LNA-SR/89/82, Nashik, dated 22.04.1982. Hence, the said land area of 01 Hector 07 R's., out of S. No.227 has been partitioned and converted into plotted areas i.e. Gat No.227, Hissa No.B, plot Nos.1 to 25 and others standing in the name of Shri. Bhika Sakharam Dhokane. Hence, the present mutation entry has been certified accordingly.
- (x) **Mutation Entry No.1420, dated 20.07.1985:-** That, on perusal of the present Mutation Entry it appears that as per the Order, bearing No. Bhu / N.A. / SR / 827 / 85, dated 18.07.1985 issued by the Sub Divisional Offices, Nasik the user of the land areas of Gat No.227/A/2, Adm.01 Hector 75

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R's., owned by Bhika Sakhararam Dhokane and other land have been regularized to Non Agricultural Residential one. Hence, due to it S. No.227/A has been partitioned in S. No.227/A/1 and S. No.227/A/2, Adm.01 Hector 75 R's. Hence, the present mutation entry has been certified accordingly.

- (xi) **Mutation Entry No.1914, dated 19.12.1991:-** That, on perusal of the present Mutation Entry it appears that Varsha Dilip Shukla has purchased the land area of 00 Hector 78 R's., out of S. No.227/A/2 from Shri. Bhika Sakhararam Dhokane for the total consideration amount of Rs.80,000/- on 22.10.1991. That, due to which S. No.227/A/2 has been partitioned as under:

1. S. No.227/A/2/1, Adm. 00 Hector 78 R's., has come in the name of Varsha Dilip Shukla.
2. S. No.227/A/2/2, Adm. 00 Hector 97 R's., has been retained by the landholder Shri. Bhika Sakhararam Dhokane.

Hence, the present mutation entry has been certified accordingly.

- (xii) **Mutation Entry No.2336-A, dated 23.12.1995:-** That, on perusal of the present Mutation Entry it appears that the holder Smt. Varsha Dilip Shukla has prepared layout plan with respect to S. No.227/A/2/1, Adm. 00 Hector 78 R's., and got it sanctioned. That, the final layout of the same has been sanctioned vide Letter, bearing Outward No. Nagarrachana Vibhag / Final / 375 / 4416, dated 01.01.1996 by the Assistant Director, Town Planning, Nashik Municipal Corporation. Similarly, said landholder has also changed the user of said land area to Non Agricultural one vide N.A. Order, bearing No. Mah / Kaksha-3 / Bi.She.Pra.Kra. / 359 / 95, dated 17.11.1995. Hence, in view of the said sanctioned Final Lay out S. No.227/A/2/1, Adm. 00 Hector 78 R's., has been partitioned into plotted areas as under:

1. S. No.227/A/2/1, Plot No.1, Adm.852.37 Sq. Mtrs.,
2. S. No.227/A/2/1, Plot No.2, Adm.871.15 Sq. Mtrs.,
3. S. No.227/A/2/1, Plot No.3, Adm.897.71 Sq. Mtrs.,
4. S. No.227/A/2/1, Plot No.4, Adm.708.75 Sq. Mtrs.,
5. S. No.227/A/2/1, Plot No.5, Adm.708.75 Sq. Mtrs.,
6. S. No.227/A/2/1, Plot No.6, Adm.708.75 Sq. Mtrs.,
7. S. No.227/A/2/1, Plot No.7, Adm.700.87 Sq. Mtrs.,
8. S. No.227/A/2/1, Plot No.8, Adm.947.52 Sq. Mtrs.,
9. Open Space, Adm.782.30 Sq. Mtrs.,
10. Road, Adm.571.81 Sq. Mtrs., and
11. M.S.E.B., Adm.50.00 Mtrs.

Hence, in the above manner plots have been formed and the 7/12 extracts of the all the plots have been separated by certifying present mutation entry.

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- (xiii) **Mutation Entry No.4367, dated 04.03.2006:-** That, on perusal of the present Mutation Entry it appears that the holder of Gat No.227/A/2/1, Plot No.4 to 8, Adm. 3774.64 Sq. Mtrs., Smt. Varsha Dilip Shuklas and landholders of other 7 properties have not taken prior permission under section 44 of the M.L.R.C., 1966 for change of user from residential to commercial one. Hence, in view of it Tahsildar, Nashik had passed an interim order against Smt. Varsha Dilip Shuklas and all the other landholders and have directed them to pay penalty and conversion of user amounts for unauthorized conversion of user of said lands. That, said interim order has also been served on the land holder Smt. Varsha Dilip Shuklas for an amount of Rs.7,18503/-. And as the said amount has not been paid by her the charge of the said amount has been entered in the other rights column of S. No.227/A/2/1, Plot Nos.4 to 8, Adm. Total area of 3774.64 Sq. Mtrs.

Hence, the present mutation entry has been certified on the basis of Order, bearing No. Jama / Ka.Vi. / 12 to 15, 25 to 26, 31 to 32 /2006, Nashik, dated 18.02.2006 issued by Tahsildar, Nashik.

- (xiv) **Mutation Entry No.5075, dated 25.03.2008:-** That, on perusal of the present Mutation Entry it appears that (1) Shri. Nandkumar Anandrao Thorat, (2) Sau. Manorama Nandkumar Thorat and (3) Baglan Developers Pvt. Ltd., through its Director Smt. Sudhatai Narayanrao Sonawane have purchased 5 plots i.e. Plot No.4, Adm.708.75 Sq. Mtrs., Plot No.5, Adm.708.75 Sq. Mtrs., Plot No.6, Adm.708.75 Sq. Mtrs., Plot No.7, Adm.700.87 Sq. Mtrs., and Plot No.8, Adm.947.52 Sq. Mtrs., out of S. No.227/A/2/1 of village Ambad, from Sau. Varsha Dilip Shukla for the total consideration of Rs.99,00,000/- on 15.03.2008. That, said plotted properties are N.A. properties and are situated outside the limits of Urban Agglomeration.

Hence, the names of the said purchasers have been entered in the holder's column of abovementioned plots by certifying present mutation entry.

- (xv) **Mutation Entry No.8898, dated 29.07.2012:-** That, on perusal of the present Mutation Entry it appears that S. No.227/A/2/1, Plot Nos.4,5,6,7 and 8 were previously owned by Sau. Varsha Dilip Shukla. (However, in the present mutation entry it has been wrongly mentioned that S. No.227/A/2/1, Plot Nos.4,5,6,7 and 8 were previously owned by Vinod Sonawane and others.) It further appears that she has sold the above 5 plots to (1) Shri. Nandkumar Anandrao Thorat and others. That, at the time of purchasing the said plots there were tin shades on the said plots and same were used for the renting out for marriage ceremonies to others. That, due to said unauthorized conversion of the user of the above plots from N.A. residential to N.A. commercial purpose, owners of the said plots were fined to the tune of

Rs.7,18,503/- and the charge with respect to the said amount was entered in the other rights column of said 5 plots. However, it appears that the plot holders have stopped the commercial use of the said plots as stated and have also paid the N.A. conversion charges and fine of Rs.7,18,503/- on 12.06.2012.

Hence, on the basis of Order bearing No. Adhi. / Abhi. / Ka.Vi. / 2263 / 2012, dated 19.07.2012 issued by Tahsildar, Nasik the remark regarding the charge of the said amount of Rs.7,18,503/- as appearing in the other rights column of above mentioned plots have been deleted by certifying present M.E.

(xvi) **Mutation Entry No.11658, dated 02.08.2017:-** That, on perusal of the present Mutation Entry it appears that S. No.227/A/2/1, Plot Nos.5,6,7 and 8 are standing in the names of (1) Shri. Nandkumar Anandrao Thorat, (2) Sati. Manorama Nandkumar Thorat and (3) Baglan Developers Pvt. Ltd., through its Director Smt. Sudhatai Narayanrao Sonawane. However, it further appears that as per the Letter bearing No. S.R.N.G. / 21975016, dated 15.11.2016 issued by Ministry of Corporate Affairs, the director of Baglan Developers Pvt. Ltd., Smt. Sudhatai Narayanrao Sonawane & Shri. Pratap N. Sonawane have resigned from the post of Director. Hence, on the basis of the said letter the name of Smt. Sudhatai Narayanrao Sonawane as a director of the said company has been deleted and the names of (1) Mrs. Pallavi Santosh Patil and (2) Mr. Santosh Sambhajirao Patil as the directors of said company have been entered in the record of rights of S. No.227/A/2/1, Plot Nos.5,6,7 and 8 by certifying present M.E.

(xvii) **Mutation Entry No.11859, dated Nil :-** That, on perusal of the present Mutation Entry it appears that S. No.227/A/2/1, Plot Nos.5,6,7 and 8 is standing in the name of (1) Shri. Nandkumar Anandrao Thorat, (2) Sati. Manorama Nandkumar Thorat and (3) Baglan Developers Pvt. Ltd., through its Director (1) Mrs. Pallavi Santosh Patil and (2) Mr. Santosh Sambhajirao Patil. That, with respect to the said plots, above plot holders have obtained Commencement Certificate bearing outward No. Ambad / Bhukhand Akatrikaran / Sansanar / Ma. Na. Pa. / B-2 / 21, dated 14.12.2017. That, vide said certificate Survey No.227/A/2/1, Plot No.5, Adm.708.75 Sq. Mtrs., Survey No.227/A/2/1, Plot No.6, Adm.708.75 Sq. Mtrs., Survey No.227/A/2/1, Plot No.7, Adm.700.87 Sq. Mtrs., and Survey No.227/A/2/1, Plot No.8, Adm.947.52 Sq. Mtrs., have been amalgamated and new Survey No. 227/A/2/1, Plot No.5+6+7+8 Adm. 3065.89 Sq. Mtrs., has been formed and the independent 7/12 extracts of said 4 plots have been closed. Hence, the present mutation entry has been certified accordingly.

(xviii) **Mutation Entry No.11891, dated 12.02.2018:-** That, on perusal of the present Mutation Entry it appears that (1) Shri.

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(4)

Nandkumar Anandrao Thorat and (2) Sau. Manorama Nandkumar Thorat have undivided share of 25% i.e. 766.47 Sq. Mtrs., in S. No. 227/A/2/1, Plot No.5+6+7+8 Adm. 3065.89 Sq. Mtrs. It further appears that (1) Shri. Nandkumar Anandrao Thorat and (2) Sau. Manorama Nandkumar Thorat as Vendors and Baglan Developers Pvt. Ltd., through its Director (1) Mrs. Pallavi Santosh Patil and (2) Mr. Santosh Sambhajirao Patil as the Consenting Party have sold the said undivided land area of 25% i.e. 766.47 Sq. Mtrs., in S. No. 227/A/2/1, Plot No.5+6+7+8 Adm. total 3065.89 Sq. Mtrs., to Shri. Dadasaheb Raosaheb Dhawane for the total consideration of Rs.1,26,26,264/- vide Sale Deed registered with Sub Registrar, Class-II, Nasik-6 at Serial No.2580-2017 on 21.12.2017.

Hence, the name of purchaser Shri. Dadasaheb Raosaheb Dhawane has been entered in the holder's column of S. No. 227/A/2/1, Plot No.5+6+7+8 to the extent of the land area of 766.47 Sq. Mtrs., by certifying present mutation entry.

3. That, I have perused the Copy of Sale Deed, dated 22.10.1991 executed by Shri. Bhika Sakharam Dhokane in favour of Sau. Varsha Dilip Shukla with respect to the land area of 00 Hector 78 R's., lying towards Northern side of and out of Gat No.227/A/2, Adm., total area of 01 Hector 75 R's., of village Ambad. That, said sale deed has been registered with Sub Registrar, Class-II, Nasik - 01 at Serial No.299 on 22.10.1991. That, as per Para 3[A] and 3[B] on pages 4 & 5 of the sale deed, description of the properties have been given. As per Para 3[B] it appears that the description and boundaries of the land area of 00 Hector 78 R's., out of S. No.227/A/2 have been given. That, as per Para 2 on pages 2 & 3 of the sale deed details regarding history or devolution of the title of the said land area has been given. That, as per Para 4 on page 5 & 6 of the sale deed, it appears that the landholder Shri. Bhika Sakharam Dhokane has sold the said land area of 00 Hector 78 R's., out of S. No.227/A/2 to the purchaser Sau. Varsha Dilip Shukla for the total consideration of Rs.80,000/-. That, as per Para 5 on page 6 of the sale deed, it appears that the landholder Shri. Bhika Sakharam Dhokane has given peaceful and vacant possession of the said land area to the purchaser after taking due measurements, etc. That, as per Para 8 on page 7 & 8 of the sale deed, it appears that the landholder Shri. Bhika Sakharam Dhokane has sold the said land area to Sau. Varsha Dilip Shukla as free from all encumbrances, charges, etc. That, as per Para 9 on page of the sale deed, it appears that the entire land area is situated out of the limits of Urban Agglomeration and hence the provisions of ULC Act are not applicable to it.
4. That, I have perused the Copy of N.A. Order bearing No. Mah. / Kaksha-3 / Bi. She Pra. Kra. / 359 / 1995, dated 17/11/1995 with respect to Survey No.227/A/2/1, Adm. 7,800.00 Sq. Mtrs., of village Ambad, issued by the Collector, Nashik for Residential purpose. That, as per the said N.A. Order it appears that the Collector, Nasik under the provisions of section 44 of M.L.R.C, 1966,

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Near Ganerkar Hospital, Chikankar Nagar,

has allowed the landholder Smt. Varsha Dilip Shukla to change the user of the land area of 7,800.00 Sq. Mtrs., out of Survey No.227/A/2/1 for Non Agricultural Residential purpose on the terms and conditions as stated in the said N.A. Order.

5. That, I have perused the Copy of Final Layout Plan and a Letter regarding Sanction of Final Layout, bearing Outward No. / Land / Final / 375 / 4416, dated 01.01.1996 with respect to Survey No.227/A/2/1, Plot Nos. 1 to 8, issued by the Assistant Director, Town Planning, Nasik Municipal Corporation, Nasik. That, as per the said letter it appears that Smt. Varsha Dilip Shukla has made all the necessary compliances as required under the letter regarding sanction of the tentative layout bearing Outward No. L.N.D. / W.S. / 309 / 5269, dated 09.03.1995. And hence in pursuance of it, the Assistant Director Town Planning, Nasik Municipal Corporation, Nasik has sanctioned Final Layout with respect of Survey No.227/A/2/1, Plot Nos. 1 to 8 subject to the conditions as mentioned therein. That, I have also perused the layout plan and it is in accordance with the said letter of sanction of final layout.
6. That, I have perused the Copy of Sale Deed, dated 03.12.2007 executed by Sau. Varsha Dilip Shukla in favour of (1) Shri. Nandkumar Anandrao Thorat, (2) Sau. Manorama Nandkumar Thorat and (3) Baglan Developers Pvt. Ltd., through its Director Smt. Sudhatai Narayanrao Sonawane with respect to Plot Nos.4,5,6,7 & 8 Adm., total area 3774.64 Sq. Mtrs., out of S. No.227/A/2/1 of village Ambad. That, said sale deed has been registered with Sub Registrar, Class-II, Nasik - 05 at Serial No.2707-2008 on 15.03.2008. That, as per Para 1 on pages 2 & 3 of the sale deed, description and boundaries of Plot Nos.4,5,6,7 & 8 Adm., total area 3774.64 Sq. Mtrs., out of S. No.227/A/2/1 of village Ambad have been given. That, as per Para 2 on pages 3 & 4 of the sale deed, details regarding history of the abovementioned plots have been given. That, as per Para 3 on page 4 of the sale deed, it appears that the landholder Sau. Varsha Dilip Shukla has sold abovementioned plots to the purchasers (1) Shri. Nandkumar Anandrao Thorat, (2) Sau. Manorama Nandkumar Thorat and (3) Baglan Developers Pvt. Ltd., through its Director Smt. Sudhatai Narayanrao Sonawane for the total consideration of Rs.99,00,000/-. That, as per Para 4 on page 4 of the sale deed, it appears that the landholder Sau. Varsha Dilip Shukla has given peaceful and vacant possession of the said land area to the purchaser after execution and registration of this sale deed. That, as per Para 5 on pages 4 & 5 of the sale deed, it appears that the plot holder has sold the said plots to the said purchasers as free from all encumbrances, charges, etc.
7. That, I have perused the Copy of Partnership Deed, dated 21.05.2010 executed among (1) Mr. Santosh Sambhajirao Patil, (2) Mrs. Pallavi Santosh Patil, (3) Mr. Hrishikesh Sham Summanwar and (4) Mrs. Vandana Hrishikesh Summanwar thereby forming a partnership in the name of "M/s. Saarthak Constructions". That, said Partnership Deed has been registered with Notary Public Adv. L. F. Landge at Serial No.1147/2010 on 24.05.2010. That, as per the said partnership deed it appears that

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abovenamed persons have decided to do the business of Construction & Development in the name of "M/S. SAARTHAK CONSTRUCTIONS" as its partners. The official address of the said partnership firm is: C/o. Shri. P. N. Sonawane, 9, Kamdhenu, D'Souza Colony, College Road, Nashik - 422 005. That, the duration of the said partnership firm is "At Will". That, the profit and loss sharing ration of the all the 4 partners is equal. That, all the other terms of the said partnership have been recited therein, hence not repeated here.

8. That, I have perused the Copy of Certificate of Registration, bearing No. M.A.-35369, dated 21.04.2011 with respect to a Partnership firm "M/s. Saarthak Constructions" issued by the Registrar of Firms, Mumbai. It appears that Registrar of Firms, Mumbai have registered the partnership firm namely "M/s. Saarthak Constructions" with its office address as 9, Kamdhenu, D'Souza Colony, College Road, Nashik - 422 005. That, said Certificate of Registration bears No.M.A.-35369 and is issued on 21.04.2011 under the seal and signature of Registrar of Firms, Mumbai.
9. That, I have perused the Copy of N.A. Tax Receipt, bearing No. 1376925, dated 06.12.2017 with respect to Survey No.227/A/2/1, Plot No.5 to 8 issued by Talathi Ambad Khurd, Tal. & Dist. Nasik in favour of Shri. Nandkumar Anandrao Thorat and others. It appears that the landholder Shri. Nandkumar Anandrao Thorat and others have paid N.A. tax of Rs.25,955/- with talathi Ambad Khurd on 06.12.2017 with respect to Survey No.227/A/2/1, Plot No.5 to 8 for the period from 2012-13 to 2016-17.
10. That, I have perused the Copy of Letter of amalgamation, bearing Outward No. / Ambad / Bhukhand Akatrikaran / Sasannar / Manapa / B-2 / 21, dated 14.12.2017 issued by the Assistant Director, Town Planning, Nasik Municipal Corporation, Nasik regarding amalgamation of plots with respect to S. No.227/A/2/1, Plot No. 5 to 8 of village Ambad, Tal. & Dist. Nasik. It appears that the plot holders Baglan Developers Pvt. Ltd., through its Director Shri. Santosh Sambhajirao Patil and others have filed an Application, bearing No.B-12/A.M.L./21 dated 06.12.2017 with the Assistant Director, Town Planning, Nasik Municipal Corporation for amalgamation of Plot Nos.5 to 8 out of S. No.227/A/2/1 of village Ambad as per the plan and revenue records. Hence, the Assistant Director, Town Planning, Nasik Municipal Corporation has given its permission to amalgamate Plot No.5, Adm.708.75 Sq. Mtrs., Plot No.6, Adm.708.75 Sq. Mtrs., Plot No.7, Adm.700.87 Sq. Mtrs., and Plot No.8, Adm.947.52 Sq. Mtrs., out of S. No.227/A/2/1 of village Ambad, subject to 6 terms and conditions as mentioned in the present amalgamation letter.
11. That, I have perused the Copy of Final Amalgamation Plan, as per Letter of Amalgamation, dated 14.12.2017 issued by the Assistant Director, Town Planning, Nasik Municipal Corporation, Nasik with respect to S. No.227/A/2/1, Plot No. 5 to 8 of village Ambad, Tal. & Dist. Nasik. It appears that in view of the amalgamation Letter,

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dated 14.12.2017, all of the said plots have been amalgamated. It further appears that drawings of all the said 4 plots before amalgamation and that of the said plot after amalgamation have been shown. So also the total area of all of the said 4 plots before amalgamation and that of the said plot after amalgamation has been shown.

12. That, I have perused the Copy of Sale Deed, dated 21.12.2017 executed by (1) Shri. Nandkumar Anandrao Thorat, (2) Sau. Manorama Nandkumar Thorat as the Vendors and Baglan Developers Pvt. Ltd., through its Directors (1) Sau. Pallavi Santosh Patil and (2) Shri. Santosh Sambhajirao Patil as the Consenting Party in favour of Shri. Dadasaheb Raosaheb Dhawane as the Purchaser with respect to the undivided share of 25% i.e. 766.47 Sq. Mtrs., out of the said plots i.e. Plot Nos. 5, 6, 7 & 8, Adm., total area 3065.89 Sq. Mtrs., out of S. No. 227/A/2/1 of village Ambad. That, said sale deed has been registered with Sub Registrar, Class-II, Nasik - 06 at Serial No. 2580-2017 on 21.12.2017. That, as per Para 1 on reg. pages 3 & 4 of the sale deed, details of the land area of 766.47 Sq. Mtrs., out of the said plot that has been sold are given. It further appears that the land area of 766.47 Sq. Mtrs., is the undivided 25% of share owned by (1) Shri. Nandkumar Anandrao Thorat and (2) Sau. Manorama Nandkumar Thorat. That, as per Para 2 on reg. page 4 of the sale deed, details or history regarding the ownership of said land area of 766.47 Sq. Mtrs., has been given. That, as per Para 3 & 4 on reg. pages 4 & 5 of the sale deed, it appears that the holders (1) Shri. Nandkumar Anandrao Thorat and (2) Sau. Manorama Nandkumar Thorat as vendors have sold their 25 % of undivided land area of 766.47 Sq. Mtrs., in the said plot along with Baglan Developers Pvt. Ltd., through its Directors (1) Sau. Pallavi Santosh Patil and (2) Shri. Santosh Sambhajirao Patil as the consenting party to the purchaser Shri. Dadasaheb Raosaheb Dhawane for the total consideration of Rs. 1,26,26,264/-. That, as per Para 6 on reg. page 6 of the sale deed, it appears that the landholders have given peaceful and vacant possession of the said land area to the purchaser after execution and registration of this sale deed. That, as per Para 8 on reg. pages 6 & 7 of the sale deed, it appears that the holders of the said land area have sold the said land area to the purchaser as free from all encumbrances, charges, etc.

13. That, I have perused the Copy of Development Agreement, dated 27.04.2018 and General Power of Attorney, dated 03.05.2018 executed by (1) Baglan Developers Pvt. Ltd., through its Directors (A) Sau. Pallavi Santosh Patil and (B) Shri. Santosh Sambhajirao Patil and (2) Shri. Dadasaheb Raosaheb Dhawane in favour of M/s. Saarthak Constructions, a Partnership firm through its Partners (1) Santosh Sambhajirao Patil and (2) Shri. Hrishikesh Sham Summanwar with respect to Survey No. 227/A/2/1, Plot Nos. 5 to 8, Adm. 3065.89 Sq. Mtrs., of village Ambad. That, said Development Agreement and General Power of Attorney have been registered with Sub Registrar, Class-II, Nasik - 04 at Serial No. 4078-2018 and 4079-2018 respectively on 03.05.2018. That,

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as per Para 1 on reg. pages 3 & 4 of the development agreement, details of the said plots before amalgamation and that of the said plot after amalgamation with its boundaries have been given. That, as per Para 2 on reg. pages 4 & 5 of the development agreement, details or history regarding the ownership of the said plot has been given. That, as per Para 6 on reg. pages 7 & 8 of the sale deed, it appears that the holders (1) Baglan Developers Pvt. Ltd., through its Directors (A) Sau. Pallavi Santosh Patil and (B) Shri. Santosh Sambhajirao Patil and (2) Shri. Dadasaheb Raosaheb Dhavane have given the said plot for development to M/s. Saarthak Constructions, a Partnership firm through its Partners (1) Santosh Sambhajirao Patil and (2) Shri. Hrishikesh Sham Summanwar for the consideration to be paid in the form of 35% of the cash receipts received by the developer on booking or from the sale of the total constructed premises. That, the landholder and the developer are developing the said plot jointly thereby sharing the receipts from the sales proceed in the ratio of 65:35 i.e. 65% of receipts will be enjoyed by the Developer and 35% shall be enjoyed by the landholders. And all the development charges or costs are to be borne by the developer. That, as per Para 13 on reg. pages 13 & 14 of the sale deed, it appears that the holders of the said plot have given it for to the developer as free from all encumbrances, charges, etc. That, I have also perused the copy of General Power of Attorney. It appears that the plot holder has conferred all the necessary rights in favour of developer in order to carry out the development process over the said plot.

14. That, I have also perused the Copy of **Index-II Search Report**, dated **20.06.2018** issued by **Adv. Sarika Ranjit More** with respect to said plot. That, said search has been conducted by her with the **Sub-Registrar office, Class-II, Nasik - 1 to 6** for a period of **30 years** starting from **1989 to 2018**. That, she has paid necessary search fees of **Rs.750/-** on **13.06.2018** with the Sub-Registrar, Class - II, Nasik - 1 vide **Receipt bearing No.9100**. That, the copy of the said Index-II Search Report is enclosed with the present title report. That, I have gone through the said Index-II Search Report. That, while going through the said Index-II Search Report I did not find any transaction thereby adversely affecting the title of the said plot.

15. That, I have also got it confirmed from the plot holder (1) **Baglan Developers Pvt. Ltd., through its Directors (A) Sau. Pallavi Santosh Patil and (B) Shri. Santosh Sambhajirao Patil** and (2) **Shri. Dadasaheb Raosaheb Dhavane** and from the developer i.e. **M/s. Saarthak Constructions, a Partnership firm** that they have not offered the said plot as a security and that they have not raised any loan over it, further that they have not created any charge on it. And that, they have confirmed the same.

16. That, I am submitting the present title report only on the basis of the documents and revenue records that were made available to me, as have been specifically mentioned in Para 3 of the present report. Hence, the present title report is based on the said documents, revenue records and Index-II Search Report only. It shall be further noted that present Title Verification Report has been addressed to

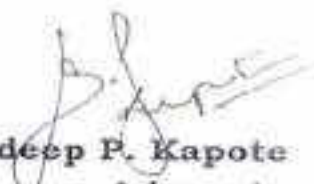
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M/s. Saarthak Constructions, a Partnership firm. Hence, this Title Report shall not be furnished, presented, quoted or relied by any other person or entity other than M/s. Saarthak Constructions, a Partnership firm for any purpose. However, it may be disclosed or furnished by M/s. Saarthak Constructions, a Partnership firm as may be required in connection with any transaction or legal process.

17. To sum up, it appears that said plot has not been subjected to any encumbrances as regards transferability. That, said plot holder has acquired good rights and title over the said plot in like manner.
18. On the basis of the observations made by me as above, I verify that the holders of said plot (1) Baglan Developers Pvt. Ltd., through its Directors (A) Sau. Pallavi Santosh Patil and (B) Shri. Santosh Sambhajirao Patil and (2) Shri. Dadasaheb Raosaheb Dhavane and the developer i.e. M/s. Saarthak Constructions, a Partnership firm have acquired good, marketable, transferable, clear and free from encumbrance rights over the said plot i.e. Survey No.227/A/2/1, Plot Nos. 5 to 8, Adm. 3065.89 Sq. Mtrs., of village Ambad Khurd, Tal. and Dist. Nashik.

Nashik.

Date: 21.06.2018.


Sandeep P. Kapote
Advocate

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