MANIK DEVRAM BODKE
B.Com., LLB.
Advocate

Office: FD-02, Thakker's Buzz'r, New C.B.S., Nashik-2
Mo. 9822108778

ADVOCATE

Date: 23/04/2019

TITLE REPORT

(TO WHOMSOEVER IT MAY CONCERN)

Subject: Residential + Commercial Project namely **Samarth Park**, being constructed on **Plot No. 30 to 71** out of **Block No. 99/100/D/1**, situated at village **Chunchale**, Tal.Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik...

Sir / Madam,

Mr Madhukar Bhagirath Jadhav submitted concern revenue records and other relevant documents necessary for this report. Relying solely upon the said papers I am herewith submitting this report with respect to subject mentioned property as under:

(I) **DESCRIPTION OF THE PROPERTY:**

All that piece & parcel of Residential + Commercial Project namely **Samarth Park**, being constructed on **Plot No. 30 to 71** out of **Block No. 99/100/D/1**, situated at village **Chunchale**, Tal.Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik and boundaries are as per approved layout / building plan...

(II) **NAME OF THE OWNER / TITLE HOLDER:**

M/s Jadhav Builders, through Proprietor
Mr Madhukar Bhagirath Jadhav,
R/o. Jadhav Township, Satpur-Ambad Link Road,
Chunchale, Satpur, Nashik-422007

(III) **LIST OF DOCUMENTS SCRUTINIZED:**

1. The 7/12 Extracts & mutation entries
2. Photocopy of Sanction of Building Permit & Commencement Certificate dated 26/03/2019
3. Photocopy of Registration Receipt No. 1436 of Sale Deed of Transferable Development Right (T.D.R.) registered on 18/03/2019 at Sr.No. NSN7-1298-2019
4. Photocopy of Sale Deed of Transferable Development Right (T.D.R.) dated 15/03/2019 registered on 18/03/2019 at Sr.No. NSN7-1298-2019
5. Original Registration Receipt No. 452 of Confirmation Deed registered at Sr.No. NSN5-401-2019
6. Original Confirmation Deed dated 16/01/2019 registered at Sr.No. NSN5-401-2019
7. Original Registration Receipt No. 451 of Cancellation Deed of Notice of Lis Pendency registered at Sr.No. NSN5-400-2019
8. Original Cancellation Deed of Notice of Lis Pendency dated 16/01/2019 registered at Sr.No. NSN5-400-2019
9. Photocopy of Non-Agricultural Tax paid Receipt dated 18/12/2018
10. Photocopy of Final Layout Plan approval Letter dated 15/02/2018

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11. Photocopy of Order dated 21/12/2017 issued by Hon. Collector, Nashik
12. Photocopy of Registration Receipt No. 5340 of Sale Deed registered at Sr.No. NSN4-5305-2011
13. Photocopy of Sale Deed dated 21/05/2011 registered at Sr.No. NSN4-5305-2011
14. Photocopy of Sale Deed dated 26/04/2007 registered at Sr.No. NSN2-2602-2007
15. Photocopy of Registration Receipt of General Power of Attorney registered at Sr.No. NSN1-7002-1999
16. Photocopy of General Power of Attorney dated 30/06/1999 registered at Sr.No. NSN1-7002-1999
17. Photocopy of Registration Receipt of Development Agreement registered at Sr.No. NSN1-7001-1999
18. Photocopy of Development Agreement dated 30/06/1999 registered at Sr.No. NSN1-7001-1999

(IV) **FINDINGS & OBSERVATIONS:**

1. Mr Gajiram Shivaji Kale purchased Survey No. 136/3 from Mr Tukaram Baba Bhandure, for consideration of ₹ 300/- (Rupees Three Hundred only), by way of Sale Deed dated 09/09/1949, therefore name of the purchaser entered as owner & possessor, vide **Mutation Entry No. 484** certified on 11/11/1951.
2. Mr Gajiram Shivaji Kale purchased Survey No. 136/2 from 1. Mr Lukdya Sakharam Bhandure & 2. Mr Jhaprya Sakharam Bhandure, for consideration of ₹ 300/- (Rupees Three Hundred only), by way of Sale Deed dated 09/09/1949, therefore name of the purchaser entered as owner & possessor, vide **Mutation Entry No. 485** certified on 11/11/1951.
3. There was name of Mortgagee-Mr Ramchandra Motiram Mundade was entered in other rights column of Survey No. 136/3, which was more than 12 years old, accordingly **Mutation Entry No. 559** duly certified and name of said mortgagee deleted from the records.
4. Hon. Consolidation Officer, Nashik Division completed implementation of Block Scheme (*Gat Yojana*) to village Chunchale, accordingly, as per Order dated 21/05/1957 record of rights of entire were newly prepared and previous survey numbers were given new block numbers. To that effect, **Mutation Entry No. 573** is mutated and previous Survey No. 136/2 & 136/3 had been amalgamated and given prevalent Block No. 99.
5. The tenant Mr Bhiva Shiva Nathe was not having actual possession of Block No. 99 for Year 1956-57 & 1957-58 for the period of more than 02 Years, therefore his name was deleted from other rights column, vide **Mutation Entry No. 601** certified on 24/06/1959.
6. It appears from **Mutation Entry No. 651** that the landlord Mr Gajiram Shivaji Kale mortgaged Block No. 99 under reference to Government of Maharashtra for *Bail Tagaai* of ₹ 400/- (Rupees Four Hundred only) and therefore charge of the same entered in other rights column.

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7. Thereafter, as per provisions of The Bombay Weights & Measures (Enforcement) Act, 1958 and Indian Coinage (Amendment) Act, 1955, Metric System was made applicable to entire village Chunchale, Tal.Dist. Nashik, to that effect, **Mutation Entry No. 716** is certified & mutated accordingly.

8. Thereafter, as per Share Form No. 12, coupled with Order dated 01/05/1982, bearing No. Ekatri Chunchale Nashik 82/Ka.Vi/3/64 issued by Hon. Asst Amalgamation Officer No. 2, Nashik, area of Block No. 99 & 100 corrected as H 04.00 R & H 03.94 R respectively, to that effect **Mutation Entry No. 1052** certified on 26/06/1982 is mutated accordingly.

9. Hon. Tahsildar, Nashik issued Order dated 17/10/1983, bearing No. R.T.S./W.S./303/83, thereby area transferred Non-Agricultural out of Block No. 100 assigned Share No. A, B & C and remaining area of said block number assigned as Share No. D, to that effect **Mutation Entry No. 1267** duly certified is mutated accordingly.

10. Further Hon. Tahsildar, Nashik issued Order dated 20/02/1989, bearing No. Tagaai/VaShi-172/89 and thereby charge of *Bail Tagaai* of ₹ 400/- (Rupees Four Hundred only) dated 06/08/1969 deleted from other rights column of Block No. 99 under reference, which was created for loan taken by Mr Gajiram Shivaji Kale. To that effect **Mutation Entry No. 1612** is mutated accordingly.

11. In the meanwhile, the landlord Mr Gajiram Shivaji Kale died on 11/05/1992 and therefore names of his legal heirs i.e. Widow: Sonubai; Sons: Uttam, Dilip, Vilas; Daughters: Indubai, Leelabai, Mandabai were brought on record of rights of Block No. 99 under reference, vide Mutation Entry No. 1888 certified on 29/06/1992.

12. It appears from **Mutation Entry No. 2183** certified on 11/12/1995 that Hon. Upper Chief Secretary & Special Officer (Appeal), Revenue & Forest Department, Mumbai passed Order dated 25/08/1995, bearing No. 3094/Pra.Kra.43/L-1/Pra.Kra. 39/94 and thereby Corrigendum dated 21/01/1983, bearing No. Con/S.R.87/Nashik issued by Hon. Deputy Director, Land Records, Mumbai Region, Mumbai cancelled and position as per sanctioned scheme confirmed. Further Hon. Deputy Registrar (Civil), High Court, Mumbai issued Order dated 03/11/1995 and put stay on Order dated 25/08/1995 mentioned above. Therefore remark of 'States Quo' entered as order passed by Hon. High Court, Mumbai in other rights column of Block No. 99 & 100 under reference.

13. Thereafter, Mr Pannalal Dhondiram Lohade executed & registered Notice of Lis Pendancy at the office of Hon. Sub-Registrar, Nashik-1 and therefore remark of said lis pendancy entered in other rights column of Block No. 99 under reference, vide **Mutation Entry No. 3235** certified on 22/12/1997.

14. Further, Hon. Taluka Inspector, Land Records issued Corrigendum dated 23/04/1998, bearing No. S.R.468/98 Nashik as per Order dated 25/11/1997 by Hon. High Court, Mumbai in Writ Petition No. 4930/1995 and thereby names of Smt Indubai Hari Bhalerao, Smt Leelabai Jantu Khatikade & Smt Mandabai Bhagwan Nikam entered

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in the records of Block No. 99+100D, vide **Mutation Entry No. 3319** certified on 30/05/1998.

15. It appears from **Mutation Entry No. 3367** certified on 26/08/1998 that Revenue & Textile Department, Government of Maharashtra, Ministry, Mumbai issued Circular dated 19/03/1998 and thereby names of lady heirs shifted from other rights column to the owners' column of Block No. 01 to 117 of village Chunchale.

16. M/s Bhikubhai Land Developers & Builders Pvt. Ltd, through Mr Sunil Kisanrao Bagul purchased area measuring 01 H 18 R out of Block No. 99+100D from 1. Mr Uttam Gajiram Kale, 2. Mr Dilip Gajiram Kale, 3. Mr Vilas Gajiram Kale, 4. Smt Sonubai Gajiram Kale, 5. Smt Indubai Hari Bhalerao, 6. Smt Leelabai Jantu Khatikade & 7. Smt Mandabai Bhagwan Nikam, by way of Sale Deed dated 20/07/1998, registered at Sr.No. 6514-1998 and therefore name of said purchaser entered as owner & possessor for above mentioned area in the records, vide **Mutation Entry No. 3389** certified on 28/08/1998.

17. It appears from **Mutation Entry No. 3454** certified on 11/02/1999 that Hon. Civil Judge, Senior Division, Nashik passed Order to not to mutate any transaction / diversion / alteration in the records of Block No. 99+100D till next Order. Therefore remark to that effect entered in other rights column. Thereafter Hon. Tahsildar, Nashik issued Order dated 23/01/2001, bearing No. Adhi/Abhi/KaVi/ 151/2001 Nashik and thereby remark mentioned above entered in other rights column kept only for area measuring 02 H 00 R of said block number and to that effect **Mutation Entry No. 4364** certified on 10/05/2001 is mutated accordingly.

18. M/s Gaurav Constructions, through Proprietor Mr Nandkishor Bhagirath Jadhav mortgaged Block No. 99+100D/1, 104/1, 104/2, 104/3 & 104/4 with Godavari Urban Co-Op. Bank Ltd Nashik, for loan amount of ₹ 45,00,000/- (Rupees Forty-five Lakh only) and therefore charge of said bank created in other rights column, vide **Mutation Entry No. 3947** certified on 30/05/2000.

19. M/s Bhikubhai Land Developers & Builders Pvt. Ltd, through Mr Sunil Kisanrao Bagul entrusted Block No. 99+100D/1 measuring 01 H 18 R for development purposes to M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav, for consideration of ₹ 11,80,000/- (Rupees Eleven Lakh Eighty Thousand only), executed **Development Agreement** dated 30/06/1999 to that effect and authorized the developer to develop the said land & also to transfer constructed premises in favour of prospective purchasers. The said Development Agreement is duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-1 at Sr.No. NSN1-7001-1999, bearing Registration Receipt.

In consonance with above said Development Agreement the land owner also executed **General Power of Attorney** dated 30/06/1999 in favour of the developer to carry & complete the development project, which is duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-1 at Sr.No. NSN1-7002-1999, bearing Registra-

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tion Receipt No. 2718872.

20. M/s Bhikubhai Land Developers & Builders Pvt. Ltd, through Mr Sunil Kisanrao Bagul, through General Power of Attorney Holder M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav sold Block No. 99+100D/1 measuring 01 H 18 R to Mr Dilip Kachardas Sanklecha, for consideration of ₹ 73,75,000/- (Rupees Seventy-three Lakh Seventy-five Thousand only), executed **Sale Deed** dated 26/04/2007 to that effect which is duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-2 at Sr.No. NSN2-2602-2007.

21. As per Letter dated 25/04/2007 issued by Godavari Urban Co-Op. Bank Ltd Nashik charge of it of ₹ 45,00,000/- (Rupees Forty-five Lakh only) deleted from other rights column of Block No. 99+100D/1, vide **Mutation Entry No. 6866** certified on 25/05/2007.

22. By virtue of Sale Deed dated 26/04/2007 registered at Sr.No. NSN2-2602-2007 mentioned above, name of purchaser Mr Dilip Kachardas Sanklecha entered as owner & possessor in the records of Block No. 99+100D/1, vide **Mutation Entry No. 6868** certified on 25/05/2007.

23. Mutation Entry No. 7063 is cancelled on 31/05/2008 as per decision of complaint register, hence need not to comment.

24. Hon. Special Appeal / Revision Officer, Nashik issued Order dated 28/10/2010, bearing No. T.N.C./Revision/KaVi/110/10, thereby Mutation Entry No. 7537 has been cancelled on 30/10/2010 hence need not to comment.

25. Mr Dilip Kachardas Sanklecha sold Block No. 99+100D/1 measuring 01 H 18 R to M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav, for consideration of ₹ 2,38,50,000/- (Rupees Two Crore Thirty-eight Lakh Fifty Thousand only), executed **Sale Deed** dated 21/05/2011 to that effect which is duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-4 at Sr.No. NSN4-5305-2011, bearing Registration Receipt No. 5340.

    Accordingly name of the purchaser M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav entered as owner & possessor in the records of Block No. 99+100D/1, vide **Mutation Entry No. 9678** certified on 08/07/2011.

26. Mr Uttam Gajiram Kale filed Tenancy Revision Application No. T.N.C./Revision/63/B/2011 against M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav and executed Notice of Lis Pendency registered on 18/01/2012 at Sr.No. 630-2012, therefore encumbrance of lis pendency of said suit created in the records of Block No. 99+100D/1, vide **Mutation Entry No. 10357** duly certified.

27. Hon. Collector, Nashik issued **Order** dated 21/12/2017, bearing No. Masha/Kaksh/3/4/SR/Ru.Ka.Aa./S.R/141/2017 under Section 42B of Maharashtra Land Revenue Act, 1966 and in consonance with Government Resolution dated 05/01/2017 and granted permission for payment of Non-Agricultural & Converted Tax for commercial util-

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ization of Block No. 99+100D/1 measuring 11,800.00 SqMtrs.

28. M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav obtained approval of **Final Layout Plan** of Block No. 99+100D/1 comprising of various plots from Hon. Asst Director, Town Planning, Nashik Municipal Corporation, Nashik, vide **Letter** dated 15/02/2018, bearing No. Nagarrachana Vibhag/Antim/B2/30/2018. In the said Letter it is mentioned that the Layout Plan was tentatively approved vide Letter dated 27/10/2003, bearing No. LND/WS/B-2/Satpur/21.

29. By virtue of Order dated 21/12/2017 issued by Hon. Collector, Nashik and Final Layout Plan approval Letter dated 15/02/2018 issued by Hon. Asst Director, Town Planning, Nashik Municipal Corporation, Nashik–both mentioned above, coupled with Non-Agricultural *Sanad* dated 22/03/2018, bearing No. Jama/1/Reg.No./27/2018 issued by Hon. Tahsildar, Nashik, Block No. 99+100D/1 laid into Plot No. 01 to 72–including Plot No. 01 measuring 1,145.00 SqMtrs; Plot No. 02, 15, 16, 57, each measuring 89.08 SqMtrs; Plot No. 03, 04, 05, 06, 11, 12, 13, 14, 17, 18, 19, 20, 25, 26, 27, 28, 31, 32, 33, 34, 39, 40, 41, 42, 45, 46, 47, 48, 53, 54, 55, 56, each measuring 90.09 SqMtrs; Plot No. 07 & 24 each measuring 45.04 SqMtrs; Plot No. 08 measuring 72.79 SqMtrs; Plot No. 09 measuring 72.50 SqMtrs, Plot No. 10, 21, 35, 38, 49, 52 each measuring 45.05 SqMtrs; Plot No. 22 measuring 72.07 SqMtrs; Plot No. 23 measuring 71.775 SqMtrs; Plot No. 29, 30, 43, 44 each measuring 89.09 SqMtrs; Plot No. 36 measuring 71.34 SqMtrs; Plot No. 37 measuring 71.05 SqMtrs; Plot No. 50 measuring 70.76 SqMtrs; Plot No. 51 measuring 70.47 SqMtrs; Plot No. 58 & 71 each measuring 84.11 SqMtrs; Plot No. 59, 60, 61, 62, 67, 68, 69, 70 each measuring 85.05 SqMtrs; Plot No. 63 measuring 42.53 SqMtrs; Plot No. 64 & 65 each measuring 60.75 SqMtrs and Plot No. 66 measuring 42.52 SqMtrs accordingly separate 7/12 Extracts of these plots are prepared, vide **Mutation Entry No. 16086** duly certified.

30. Talathi, Chunchale, Tal.Dist. Nashik issued **Receipt** dated 18/12/2018, bearing No. 2397446 for payment of Non-Agricultural Tax of ₹ 9,648/- (Rupees Nine Thousand Six Hundred Forty-eight only) for Year 2018-19 of Plot No. 01 to 72 Amenity Space total measuring 7,308.87 SqMtrs of Block No. 99+100D/1.

31. 1. Smt Indubai Hari Bhalerao, 2. Smt Leelabai Antu Khatikade & 3. Smt Mandabai Bhagwan Nikam had filed Regular Civil Suit No. 24/2016 against 1. M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav, 2. Mr Sunil Kisan Bagul, 3. Mr Uttam Gajiram Kale, 4. Mr Dilip Gajiram Kale & 5. Mr Vilas Gajiram Kale for effecting partition of Block No. 99+100D/1 measuring 01 H 18 R. In the said matter both the parties compromised the dispute between them out of the court and released all their claims, demands. Thereby the plaintiffs confirmed all the previous sell / development transactions, title deeds executed & registered to that effect and mutation entries mutated accordingly. The parties filed *Pursis* dated 09/01/2019 under Order 23 Rule 1 of Civil Procedure Code seeking

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disposal of said civil suit.

Plaintiff No. 2 Smt Leelabai Antu Khatikade executed **Cancellation Deed of Notice of Lis Pendency** dated 16/01/2019 and cancelled Notice of Lis Pendency dated 22/09/2017 registered at Sr.No. NSN1-6753-2017 in respect of Regular Civil Suit No. 24/2016. The said Cancellation Deed of Notice of Lis Pendency is duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-5 at Sr.No. NSN5-400-2019, bearing Registration Receipt No. 451.

The plaintiffs, along with defendant No. 3 Mr Uttam Gajiram Kale have executed **Confirmation Deed** dated 16/01/2019 in favour of M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav to that effect, which is duly registered at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-5 at Sr.No. NSN5-401-2019, bearing Registration Receipt No. 452.

32. The computerized 7/12 Extracts dated 12/03/2019 of **Plot No. 30, 43, 44, 57** each measuring 89.09 SqMtrs out of **Block No. 99/100/D/1** stand in the names of **Nashik Municipal Corporation, Nashik** for area measuring 10.72 SqMtrs and **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav** for area measuring 78.37 SqMtrs. In other rights column remark of 'area measuring 10.725 SqMtrs acquired for Widening of 06.00 Mtrs / 07.50 Mtrs Roads' is seen and no charges or encumbrances of whatsoever nature are seen.

33. The computerized 7/12 Extracts dated 12/03/2019 of **Plot No. 31, 32, 33, 34, 39, 40, 41, 42, 45, 46, 47, 48, 53, 54, 55, 56** each measuring 90.09 SqMtrs out of **Block No. 99/100/D/1** stand in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav** and no charges or encumbrances of whatsoever nature are seen in other rights column.

34. The computerized 7/12 Extracts dated 12/03/2019 of **Plot No. 35, 38, 49, 52** each measuring 45.05 SqMtrs out of **Block No. 99/100/D/1** stand in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav** and no charges or encumbrances of whatsoever nature are seen in other rights column.

35. The computerized 7/12 Extract dated 12/03/2019 of **Plot No. 36** measuring 71.34 SqMtrs out of **Block No. 99/100/D/1** stands in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav** and no charges or encumbrances of whatsoever nature are seen in other rights column.

36. The computerized 7/12 Extract dated 12/03/2019 of **Plot No. 37** measuring 71.05 SqMtrs out of **Block No. 99/100/D/1** stands in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav** and no charges or encumbrances of whatsoever nature are seen in other rights column.

37. The computerized 7/12 Extract dated 12/03/2019 of **Plot No. 50** measuring 70.76 SqMtrs stands in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav** and no charges or encumbrances of whatsoever nature are seen in other

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rights column.

38. The computerized 7/12 Extract dated 12/03/2019 of **Plot No. 51** measuring 70.47 SqMtrs stands in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav** and no charges or encumbrances of whatsoever nature are seen in other rights column.

39. The computerized 7/12 Extracts dated 12/03/2019 of **Plot No. 58 & 71** each measuring 84.11 SqMtrs stand in the names of **Nashik Municipal Corporation, Nashik** for area measuring 10.12 SqMtrs and **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav** for area measuring 73.99 SqMtrs. In other rights column remark of 'area measuring 10.125 SqMtrs acquired for Widening of 06.00 SqMtrs / 07.50 SqMtrs Roads' and no charges or encumbrances of whatsoever nature are seen in other rights column.

40. The computerized 7/12 Extracts dated 12/03/2019 of **Plot No. 59, 60, 61, 62, 67, 68, 69, 70** each measuring 85.05 SqMtrs stand in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav** and no charges or encumbrances of whatsoever nature are seen in other rights column.

41. The computerized 7/12 Extract dated 12/03/2019 of **Plot No. 63** measuring 42.52 SqMtrs stands in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav** and no charges or encumbrances of whatsoever nature are seen in other rights column.

42. The computerized 7/12 Extract dated 12/03/2019 of **Plot No. 64** measuring 64.75 SqMtrs stands in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav** and no charges or encumbrances of whatsoever nature are seen in other rights column.

43. The computerized 7/12 Extract dated 12/03/2019 of **Plot No. 65** measuring 60.75 SqMtrs stands in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav** and no charges or encumbrances of whatsoever nature are seen in other rights column.

44. The computerized 7/12 Extract dated 12/03/2019 of **Plot No. 66** measuring 42.53 SqMtrs stands in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav** and no charges or encumbrances of whatsoever nature are seen in other rights column.

45. The computerized 7/12 Extract dated 12/03/2019 of **Plot No. 72** measuring 580.00 SqMtrs stands in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav**. In other rights column remark of 'towards Amenity Plot' is seen and no charges or encumbrances of whatsoever nature are seen.

46. The computerized 7/12 Extract dated 12/03/2019 of **Plot No. 73** measuring 3,081.13 SqMtrs stands in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav**. In

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other rights column remark of 'Internal Roads' is seen and no charges or encumbrances of whatsoever nature are seen.

47. The computerized 7/12 Extract dated 12/03/2019 of **Plot No. 74** measuring 50.00 SqMtrs stands in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav**. In other rights column remark of 'towards MSEB' is seen and no charges or encumbrances of whatsoever nature are seen.

48. The computerized 7/12 Extract dated 12/03/2019 of **Plot No. 75** measuring 1,160.00 SqMtrs stands in the name of **M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav**. In other rights column remark of 'Open Space' is seen and no charges or encumbrances of whatsoever nature are seen.

49. 1. Mr Ramesh Jivraj Chotaliya & 2. Mr Rohit Dhananjay Lachake sold Transferable Development Right (T.D.R.) measuring 284.74 SqMtrs out of Development Right Certificate No. 804 dated 31/01/2019 to M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav, for consideration of ₹ 10,00,000/- (Rupees Ten Lakh only), executed **Sale Deed of Transferable Development Right (T.D.R.)** dated 15/03/2019 to that effect which is duly registered on 18/03/2019 at the office of Hon. Joint Sub-Registrar, Class 2, Nashik-7 at Sr.No. NSN7-1298-2019, bearing Registration Receipt No. 1436.

50. M/s Jadhav Builders, through Proprietor Mr Madhukar Bhagirath Jadhav prepared Building Plan for erection of Residential + Commercial project on Plot No. 30 to 71, which is sanctioned by Hon. Executive Engineer, Town Planning, Nashik Municipal Corporation, Nashik, vide **Sanction of Building Permit & Commencement Certificate** dated 26/03/2019, bearing No. LND/BP/B2/BP/53/2019.

(V) **OPINION:**

On the basis of the above observations of documents produced before me, I am of the opinion that the title of Residential + Commercial Project namely **Samarth Park**, being constructed on **Plot No. 30 to 71** out of **Block No. 99/100/D/1**, situated at village **Chunchale**, Tal.Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik, is clear, negotiable & marketable and free from encumbrances or charges of whatsoever nature.

Nashik

Date: 23/04/2019

Manik Devram Bodke
Advocate

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