



CHALLAN
MTR Form Number-6



GRN: MH00300947920	BARCODE	Form ID	
Department Inspector General Of Registration		Payer Details	
Search Fee		TAX ID (If Any)	
Type of Payment Other Items		PAN No.(If Applicable)	
Office Name NSK1_HQR SUB REGISTRAR NASHIK 1		Full Name ADV MAYUR PRAKASH DEVRE	
Location NASHIK			
Year 2019-2020 One Time		Flat/Block No. S.No.163/2/22 PLOT No.18	
Account Head Details		Amount In Rs. Premises/Building	
0030072201 SEARCH FEE		750.00 Road/Street VILLAGE NASHIK	
		Area/Locality NASHIK	
		Town/City/District	
		PIN 4 2 2 0 0 2	
		Remarks (If Any)	
		search fee for 30 years 1990 to 2019	
Total		Amount In Seven Hundred Fifty Rupees Only	
750.00		Words	
Payment Details BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN Ref. No. 02300042019062149048 191727120960	
Cheque/DD No.		Bank Date RBI Date Not Verified with RBI	
Name of Bank		Bank-Branch BANK OF MAHARASHTRA	
Name of Branch		Scroll No. Date Not Verified with Scroll	

Department ID : Mobile No. : 8380096340
NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
संदर्भ सलान दाखल ऑफ पेमेंट महंगे लक्ष्म कारणासाठी लागू आहे. इतर कारणासाठी किंवा नोंदणी व कायद्याच्या दस्त्यासाठी लागू नाही.



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Chamber No. 214, Building No. 2,
District Court, Nashik
Cell : 94206 92760

Ratnaparkhi V. V.
B.Com, LL.b
Advocate

Resl. :
401, Lotus Apartment, Near Navashya
Ganpati Mandir, Anandvalli,
Nashik-422013

Date : 18 / 06 / 2019

|| Shree ||

- TITLE CERTIFICATE -

To,

CENTURY BUILDERS & DEVELOPERS

a registered partnership firm,

having its office at -

Plot No. 16, Laxmi Prabha Bungalow

Old Pandit Colony, Nashik, Tal. & Dist. Nashik

through its Partner

SHRI. SACHIN SHANKARRAO JADHAV

R/o. Nashik

SUBJECT : Title Report in respect of Non-agriculture plot No. 18 admeasuring 708.22 Sq. Mtrs. assessed at Rs. 340=00 Ps. out of Survey No. 163/2/22 situated at village Nashik within the limits of Nashik Municipal Corporation, Nashik, Tal & Dist. Nashik.

As per the request of Century Builders & Developers, a registered partnership firm through its Partner Shri. Sachin Shankarrao Jadhav R/o. Nasik to investigate the title in respect of the plot premises mentioned hereinabove. I am submitting my title report which is as under -

DESCRIPTION OF PROPERTY

All that piece and parcel of land bearing Non-agriculture plot No. 18 admeasuring 708.22 Sq. Mtrs. assessed at Rs. 340=00 Ps. out of Survey No. 163/2/22 situated at village Nashik within the limits of Nashik Municipal Corporation, Nashik, Tal & Dist. Nashik which is bounded as under -

East : Plot No. 11
West : 12 Mtr. Colony Road
South : Plot No. 17
North : Plot No. 19

Century Builders & Developers, a registered partnership firm through its Partner Shri. Sachin Shankarrao Jadhav R/o. Nasik has produced the following papers before me for the investigation of title which are as under-

- 1) Certified copies of 7/12 extracts of from the year 1962-63 onwards & mutation entries thereon from the year 1948 & onwards.



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- 2) Zerox copy of General Power of Attorney executed between Suhas Gopal Shukla & Madhusudan Gopal Shukla & Gopal Rajaram Shukla & Other 6 dated 12/11/1991.
- 3) Zerox copy of the General Power of Attorney executed between Shri. Suhas Gopal Shukla & Bhaskar Pandurang Nagarkar & Others 4 dated 30/9/2000.
- 4) Zerox copy of the Development Agreement executed between Shri. Prabhakar Gopalrao Shukla & Others 3 & Bhaskar Pandurang Nagarkar & Others 5 through their GPA Suhas Gopal Shukla dated 19/11/2001
- 5) Zerox copy of the Development Agreement executed between Shri. Rajendra Rasiklal Shah & Others 1 & Smt. Maltibai Gopalrao Shukla & Others 8 dated 20/10/2006
- 6) Zerox copy of the Special Power of Attorney executed between Shri. Vilas Rasiklal Shah & Smt. Maltibai Gopalrao Shukla & Others 8 dated 20/10/2006.
- 7) Zerox copy of Agreement of Sale executed between Shri. Rajendra Rasiklal Shah & Others 4 & Shri. Prabhakar Gopalrao Shukla & Others 3 dated 10/12/2007.
- 8) Zerox copy of Confirmation Deed to the Agreement of Sale dated 10/12/2007 executed between Shri. Rajendra Rasiklal Shah & Others 4 & Shri. Prabhakar Gopalrao Shukla & others 20 dated 6/1/2012
- 9) Zerox copy of the special civil suit 198/2008 filed by Shri. Anay Prabhakar Shukla & others 1 v/s Smt. Maltibai Gopalrao Shukla & others 73.
- 10) Zerox copy of the pursis Exh. 116 filed in SCS no. 198/2008 deleting the names of Def. 20 to 73 from the said suit.
- 11) Zerox copy of Agreement of Sale executed between Shri. Rajendra Rasiklal Shah & Others 8 & Shri. Ram Radhakrishna Shukla & Others 2 dated 9/12/2009.
- 12) Zerox copy of Confirmation Deed to the Agreement of Sale dated 9/12/2009 executed between Shri. Rajendra Rasiklal Shah & Others 8 & Shri. Ram Radhakrishna Shukla & Others 2 dated 4/1/2012
- 13) Zerox copy of the special civil suit 623/2012 filed by Mrs. Nalini Chandrashekhar Halkunde v/s Shri. Prabhakar Gopalrao Shukla & others 80.
- 14) Zerox copy of the pursis Exh. 58 filed in SCS no. 623/2012 in respect of compromise between Nalini Chandrashekhar Halkunde, Def. No. 5 Smt. Anjali Anil Barde & Def. No. 18 to 81 dated 16/10/2015.
- 15) Zerox copy of Lis-Pendence Notice in respect of SCS No. 623/2012 dated 23/10/2013.

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- 16) Zerox copy of Cancellation of Lis-Pendence Notice in respect of SCS No. 623/2012 dated 16/10/2015.
- 17) Zerox copy of the Sale Deed executed between Shri. Vilas Rasiklal Shah & Others 5 & Smt. Lalita Hemant Panchakshari & Others 3 dated 4/1/2012.
- 18) Zerox copy of the Sale Deed executed between Shri. Rajendra Rasiklal Shah & Others 4 & Shri. Prabhakar Gopalrao Shukla & Others 20 dated 6/1/2012.
- 19) Zerox copy of the Sale Deed executed between Shri. Rajendra Rasiklal Shah & Others 7 & Shri. Ram Radhkrishna Shukla & Others 2 dated 6/1/2012.
- 20) Zerox copy of the letter issued by The Nashik Municipal Corporation, Nashik in respect of Sanction of Tentative Lay-out of Survey No. 163 dated 18/02/2013.
- 21) Zerox copy of the letter issued by The Nashik Municipal Corporation, Nashik in respect of final approval of lay-out of Survey No. 163 dated 24/11/2015.
- 22) Zerox copy of the NA order issued by the Collector of Nashik in respect of S. No. 163 dated 30/5/2013
- 23) Original Sale Deed executed between Century Builders & Developers & Shri. Rajendra Rasiklal Shah & Others 1 dated 22/11/2017.
- 24) Original Correction Deed to Sale Deed executed between Century Builders & Developers & Shri. Rajendra Rasiklal Shah & Others 1 dated 24/07/2018.
- 25) Sanction of Building permission & Commencement Certificate dated 13/5/2019 issued by The Nashik Municipal Corporation, Nashik.

On the basis of the above mentioned papers & record placed before me, I am submitting the title report as under -

- 1) It is observed from the revenue record that, in the year 1962-63 the S. No. 163 is owned by Narayan, Shamrao, Balkrishna, Radhakrishna & Gopal Rajajam Shukla.
- 2) It is observed from the Mutation entry No. 5208 that, the name of protected tenant Ramsharan Giridhar Tarwala has been mutated in other rights column of the said property. The said mutation entry is duly certified.

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3) It is observed from the Mutation entry No. 5459 that, as per the application of Rajaram Trimbak Shukla the names of his sons Shamrao, Narayan, Balkrishna, Radhakrishnan & Gopal Rajaram Shukla have been mutated to the said property. The said mutation entry is duly certified.

4) It is observed from the Mutation entry No. 14894 that, co-owner Radhakrishna Rajaram Shukla expired on 18/6/1975 & after his death the names of his legal heirs have been mutated to the said property namely-

- 1) Ram Radhakrishna Shukla
- 2) Rajendra Radhakrishna Shukla
- 3) Smt. Prabhavati Radhakrishna Shukla
- 4) Charushila Radhakrishna Shukla through minor guardian mother Indirabai Radhakrishna Shukla
- 5) Indirabai Radhakrishna Shukla

The said mutation entry is duly certified.

5) It is observed from the Mutation entry No. 7016 that, as the protected tenant Ramsharan Giridhar Tarwala was not in possession of the said property continuously preceding two year, hence his name is deleted & bracketed. The said mutation entry is duly certified.

6) The Mutation entry No. 12378 is in respect of application of Maharashtra States Weights & Measurement Enforcement Act, 1958 & Indian Coinage Act. The said mutation entry is duly certified.

7) It is observed from the Mutation entry No. 22190 that, co-owner Balkrishna Rajaram Shukla expired on 6/10/1985 & after his death the names of his legal heirs have been mutated to the said property namely-

- 1) Radhabai Balkrishna Shukla - Wife
- 2) Sushma Narayan Dhole - Married Daughter

The said mutation entry is duly certified.

8) It is observed from the Mutation entry No. 42261 that, co-owner Narayan Rajaram Shukla expired on 23/11/1985. The wife of Late Narayan Rajaram Shukla is expired on 10/3/1981. The said Late Narayan Rajaram Shukla had no any legal heirs therefore the name of his brother Gopal Rajaram Shukla has been mutated to the said property as his legal heir. The said mutation entry is duly certified.

9) It is observed from the Mutation entry No. 47680 that, co-owner Shamrao Rajaram Shukla expired on 25/2/1971 & after his death the names of his legal heirs have been mutated to the said property namely-

- 1) Smt. Bhikutai Shamrao Shukla (expired on 14/6/1968)
- 2) Sumanbai Shamrao Shukla
(unmarried daughter expired on 7/9/1981)

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- 3) Late Laxmibai Pandurang Nagarkar (Married daughter) -
her legal heirs -
- a) Vidyadhar Pandurang Nagarkar -
(Unmarried Son expired on 19/9/2002)
- b) Achyut Pandurang Nagarkar -
Son expired his legal heirs -
- 1) Bhaskar Pandurang Nagarkar - Grandson
2) Sudhakar Pandurang Nagarkar - Grandson
3) Sharad Pandurang Nagarkar - Grandson
4) Smt. Sudha Achyut Nagarkar - Grand daughter-in-law
5) Devendra Achyut Nagarkar - Son of Grandson

The said mutation entry is duly certified.

10) It is observed from the General Power of Attorney dated 12/11/1991 that, Shri. Gopal Rajaram, Mrs. Maltibai Gopal Shukla, Shri. Prabhakar, Shri. Bhalchandra Gopal Shukla, Mrs. Nalini Chandrashekhar Halkunde & Mrs. Anjali Anil Barde have executed the General Power of Attorney in respect of S. No. 163 in favour of Shri. Suhas & Madhusudan Gopal Shukla on 12/11/1991 which is duly notarised with Bhaskar Anandrao Pawar, Advocate & Notary.

11) It is observed from the General Power of Attorney dated 30/9/2000 that, Shri. Prabhakar, Shri. Bhalchandra, Shri. Madhusudan & Shri. Gopalrao Shulka have executed the General Power of Attorney in respect of S. No. 163 in respect of their un-divided share in favour of Shri. Suhas Gopal Shukla on 30/9/2000 which is duly notarised with Chandmal Motilal Bora, Advocate & Notary.

12) It is observed from the Development Agreement dated 20/11/2001 that Shri. Bhaskar, Vidyadhar, Sudhakar & Sharad Pandurang Nagarkar, Smt. Sudha & Devendra Achyut Nagarkar through their GPA Suhas Gopal Shukla have executed the Development Agreement in respect of their share 20% admeasuring H 2-02 R out of Gat No. 163 in favour of Shri. Prabhakar, Shri. Bhalchandra, Shri. Madhusudan & Shri. Gopalrao Shulka on 19/11/2001, the said Development Agreement is duly registered in the office of The Sub-registrar of Nashik-1 at serial No. 15678/2001 & accordingly the names of Prabhakar Gopalrao Shukla & others 3 have been mutated in other rights column of the said property vide mutation entry No. 48205. The said mutation entry is duly certified.

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13) It is observed from the Mutation entry No. 56890 that, co-owner Gopal Rajaram Shukla expired on 5/9/2001 & after his death the names of his legal heirs have been mutated to the said property namely-

- 1) Malti Gopalrao Shukla - Wife
- 2) Prabhakar Gopalrao Shukla - Son
- 3) Bhalchandra Gopalrao Shukla - Son
- 4) Madhusudan Gopalrao Shukla - Son
- 5) Suhas Gopalrao Shukla - Son
- 6) Mrs. Nalini Chandrashekar Halkunde - Married Daughter
- 7) Mrs. Anjali Anil Barde - Married Daughter

The said mutation entry is duly certified.

14) It is observed from the Exh. 1 of SCS No. 198/2008 that, Shri. Anay Prabhakar Shukla & Shri. Amey Prabhakar Shukla filed SCS No. 198/2008 against Smt. Malti Gopalrao Shukla & others 73 for partition & the development agreement & sale deed not binding on the plaintiffs in respect of S. No. 163 & other properties.

It is further observed from the copy of Exh. 16 in SCS No. 198/2008 that, the plaintiffs Anay Prabhakar Shukla & other 1 have filed the pursis in the court that they do not want to proceed the suit against Def. No. 20 to 73 in respect of the suit properties described in column No. 1A & B. The column 1A is in respect of subject matter of title survey No. 163. And accordingly as per the order of the court passed on Exh. 116 the names of the Def. No. 20 to 73 have been deleted from the said suit.

RATNAPARKHI VI

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15) The Lis-Pendence notice in respect of SCS No. 198/2008 has been registered by Shri. Anay Prabhakar Shukla & other 1 in the office of Sub-Registrar of Nashik on 26/12/2008 which is duly registered at serial No. 10431/2008 & accordingly the notice of the said suit SCS 198/2008 has been registered in the other rights column of the S. No. 163 vide mutation entry No. 63460. The said mutation entry is rejected by the Circle Officer, Nashik.

16) As mentioned in para 15 hereinabove that, the names of Def. No. 20 to 73 have been deleted as per the order passed by the Hon'ble court on Exh. 116, & further the plaintiff in the said suit SCS 198/2008 do not want to proceed against Def. No. 20 to 73, therefore the Development Agreement & the sale deed mention in the said suit have no any effect of the SCS 198/2008 pending in the court.

17) It is observed from the General Power of Attorney dated 30/09/2000 that, Shri. Bhaskar, Sudhakar, & Shri. Sharad Pandurang Nagarkar, Smt. Sudha & Devendra Achyut Nagarkar have executed the General Power

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Nashik-422013

Date : 18 / 06 / 2019

of Attorney in respect of their share in S. No. 163 in favour of Shri. Suhas Gopal Shukla on 30/09/2000 which is duly notarised with Bhaskar Anandrao Pawar, Advocate & Notary.

18) It is observed from the Development Agreement dated 20/10/2006 that Smt. Maltibai, Shri. Prabhakar, Bhalchandra, Madhusudan & Suhas Gopalrao Shukla & Shri. Bhaskar, Sudhakar, Sharad Pandurang Nagarkar, Smt. Sudha & Devendra Achyut Nagarkar through their GPA Shri. Suhas Gopal Shukla have executed the Development Agreement in respect of 60% their undivided share in the S. No. 163 admeasuring H 6-06 R in favour of Shri. Rajendra Rasiklal Shah & Shri. Vilas Rasiklal Shah on 20/10/2006. The said Development Agreement is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-1 at serial No. 7323/2006. And accordingly vide mutation entry No. 66814 the names of Rajendra & Vilas Rasiklal Shah have been mutated in other rights column of Gat No. 163. The said mutation entry is duly certified.

19) It is observed from the Agreement of Sale dated 10/12/2007 that, Shri. Prabhakar, Bhalchandra, Madhusudan, & Suhas Gopalrao Shukla & Smt. Nalini Chandrashekhar Halkunde, Mrs. Anjali Anil Barde, through their GPA Prabhakar Gopalrao Shukla & others & Shri. Bhaskar, Shri. Sudhakar & Sharad Pandurang Nagarkar & Smt. Sudha & Devendra Achyut Nagarkar through their GPA Shri. Suhas Gopal Shukla through GPA Shri. Vilas Rasiklal Shah have executed the Agreement of Sale in respect of their undivided 60% share admeasuring H 6-06 R in favour of Shri. Rajendra & Vilas Rasiklal Shah, Shri. Kanhaiyyalal Chetandas Manwani, Shri. Dinesh & Vinod Kanhaiyyalal Manwani on 10/12/2007.

It is further observed from the said Agreement of Sale that, the said Agreement of Sale dated 10/12/2007 is executed on stamp of Rs. 100/-. The said Agreement of sale is impounded by the Collector of Stamp, Nashik u/s. 33 of Bombay Stamp Act, 1958 & accordingly the deficit amount of stamp duty Rs. 31,29,900/- & the amount of penalty of Rs. 30,67,302/- has been paid by Vinod Kanhaiyyalal Manwani in treasury, Nashik on 6/1/2012 & accordingly the certificate u/s. 41 is issued by the Collector of Stamp by the Collector of Stamps, Nashik on 6/1/2012 & the said Agreement of Sale is certified as properly stamped.

20) It is observed from the Confirmation Deed dated 6/1/2012 that, Prabhakar Gopal Shukla, Smt. Kunda & Shri. Anay Prabhakar Shukla, Shri. Bhalchandra Gopalrao Shukla, Mrs. Maya, Shri. Amol Bhalchandra Shukla,

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Shri. Madhusudan Gopalrao Shukla, Mrs. Rekha, Shri. Ameya, & Smt. Anuja Madhusudan Shukla, Shri. Suhas Gopalrao Shukla, Mrs. Mrudula, Shri. Sourabh, Smt. Sampada Suhas Shukla, Shri. Bhaskar, Sudhakar, & Sharad Pandurang Nagarkar, Smt. Sudha & Shri. Devendra Achyut Nagarkar, Mrs. Nalini Chandrashekhar Halkunde & Mrs. Anjali Anil Barde (as executor - लिहून देणार) have executed the Deed of Confirmation to the Agreement of Sale dated 10/12/2007 in favour of Shri. Rajendra & Vilas Rasiklal Shah, Shri. Kanhaiyyalal Chetandas Manwani, Shri. Dinesh & Vinod Kanhaiyyalal Manwani (as executee - लिहून घेणार) on 6/1/2012 which is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-5 at serial No. 213/2012.

It is observed from the Special Power of Attorney dated 26/12/2011 that, Shri. Bhalchandra Gopalrao Shukla, Mrs. Maya, & Shri. Amol Bhanchandra Shukla have executed the Special Power of Attorney in respect of S. No. 163 in favour of Shri. Vinod Kanhaiyyalal Manwani on 26/12/2011 which is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-5 at serial No. 215/2011. The Deed of Confirmation to the Agreement of Sale dated 10/12/2007 is presented by Shri. Vinod Kanhaiyyalal Manwani as Special Power of Attorney holder of Shri. Bhalchandra Gopalrao Shukla, Mrs. Maya, & Shri. Amol Bhanchandra Shukla.

21) It is observed from the Agreement of Sale dated 09/12/2009 that, Shri. Ram Radhakrishna Shukla, Shri. Rajendra & Smt. Charushila Radhakrishna Shukla have executed the Agreement of Sale in respect of their undivided share admeasuring H 3-03 R in favour of Shri. Rajendra Rasiklal Shah, M/s. Bagad Associates through its Prop. Deepak Ramchandra Bagad, M/s. Bagad properties through its partner Shri. Deepak Ramchandra Bagad, M/s. Bhatambrekar & Co. through its partner Shri. Sanjay Bhaskarrao Bhatambrekar, Shri. Bhaskar Gopalrao Bhatambrekar, Mrs. Vrushali Vijay Bhatambrekar, Shri. Ankur Sunil Kasliwal, Shri. Shrenik Shashikant Surana on 9/12/2009.

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It is further observed from the said Agreement of Sale that, the said Agreement of Sale dated 9/12/2009 is executed on stamp of Rs. 100/- . The said Agreement of sale is impounded by the Collector of Stamp, Nashik u/s. 33 of Bombay Stamp Act, 1958 & accordingly the deficit amount of stamp duty Rs. 37,49,900/- & the amount of penalty of Rs. 18,24,950/- has been paid by Rajendra Rasiklal Shah in treasury, Nashik on 4/1/2012 & accordingly the certificate u/s. 41 is issued by the Collector of Stamp by the Collector of Stamps, Nashik on 5/1/2012 & the said Agreement of Sale is certified as properly stamped.

22) It is observed from the Confirmation Deed dated 4/1/2012 that, Shri. Ram Radhakrishna Shukla, Shri. Rajendra & Smt. Charushila Radhakrishna Shukla (as executor - लिहून देणार) have executed the Deed of Confirmation



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to the Agreement of Sale dated 9/12/2009 in favour of Shri. Rajendra Rasiklal Shah, M/s. Bagad Associates through its Prop. Deepak Ramchandra Bagad, M/s. Bagad properties through its partner Shri. Deepak Ramchandra Bagad, M/s. Bhatambrekar & Co. through its partner Shri. Sanjay Bhaskarrao Bhatambrekar, Shri. Bhaskar Gopalrao Bhatambrekar, Mrs. Vrushali Vijay Bhatambrekar, Shri. Ankur Sunil Kasliwal, Shri. Shrenik Shashikant Surana (as executee - लिहून घेणार) on 4/1/2012 which is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-2 at serial No. 229/2012.

It is observed from the Special Power of Attorney dated 29/12/2011 that, Shri. Ram Radhakrishna Shukla, Shri. Rajendra & Smt. Charushila Radhakrishna Shukla have executed the Special Power of Attorney in respect of S. No. 163 in favour of Shri. Karan Rajendra Shah on 29/12/2011 which is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-2 at serial No. 15614/2011. The Deed of Confirmation to the Agreement of Sale dated 4/1/2012 is presented by Shri. Karan Rajendra Shah as Special Power of Attorney holder of Shri. Ram Radhakrishna Shukla, Shri. Rajendra & Smt. Charushila Radhakrishna Shukla.

23) It is observed from the Special Power of Attorney dated 20/10/2006 that, Smt. Maltibai, Shri. Prabhakar, Bhalchandra, Madhusudan & Suhas Gopalrao Shukla & Shri. Bhaskar, Sudhakar, Sharad Pandurang Nagarkar, Smt. Sudha & Devendra Achyut Nagarkar through their GPA Shri. Suhas Gopal Shukla have executed the Special Power of Attorney in respect of S. No. 163 in respect of their un-divided share 60% i.e. H 6-06 R in favour of Shri. Vilas Rasiklal Shah on 20/10/2006 which is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-1 at serial No. 7324/2006.

24) It is observed from the Mutation entry No. 68247 that, co-owner Indirabai Radhakrishna Shukla expired on 28/8/1998 & after her death the names of her legal heirs have been mutated to the said property which are already mutated by mutation entry No. 14894 namely-

- 1) Ram Radhakrishna Shukla - Son
- 2) Jitendra Radhakrishna Shukla - Son
- 3) Charushila Radhakrishna Shukla - Daughter

The said mutation entry is duly certified.

25) It is observed from the Mutation entry No. 68249 that, co-owner Sushma Narayan Dhole expired on 21/11/2008 & after her death the names of her legal heirs have been mutated to the said property namely-

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- 1) Mrs. Lalita Hemant Panchakshari - Daughter
- 2) Shri. Prasad Narayan Dhole - Son
- 3) Shri. Abhijit Narayan Dhole - Son
- 4) Shri. Anirudhha Narayan Dhole - Son

The said mutation entry is duly certified.

26) It is observed from the Mutation entry No. 76363 that, co-owner Radhabai Balkrishna Shukla expired who has legal heir Late Sushma Narayan Dhole. The legal heirs of Late Sushma Narayan Dhole have been mutated to the said property vide mutation entry No. 68249 & the name of Radhabai Balkrishna Shukla is deleted & bracketed. The said mutation entry is duly certified.

27) It is observed from the Exh. 1 of SCS No. 623/2012 that Mrs. Nalini Chandrashekhar Halkunde filed SCS No. 623/2012 against Shri. Prabhakar Gopal Shukla & Others 80 for partition & for declaration the development agreement dated 4/1/2012 & sale deed dated 6/1/2012 are not binding on the plaintiffs in respect of S. No. 163 & other properties.

It is further observed from the copy of Exh. 58 in SCS No. 623/2012 that, the plaintiffs Nalini Chandrashekhar Halkunde & Def. No. 5 Anjali Anil Barde have filed the pursis in the court that plaintiff do not want to proceed the suit against Def. No. 18 to 81 in respect of the suit properties described in column No. 1A & B. The column 1A is in respect of subject matter of title survey No. 163. And accordingly as per the order of the court passed on Exh. 58 the names of the Def. No. 18 to 81 have been deleted from the said suit.

It is observed from the Exh.58 that, the plaintiff & Defendant No. 5 have admitted the sale deed dated 4/1/2012 registered at serial No. 228/2012, the sale deed dated 4/1/2012 registered at serial No. 230/2012, the sale deed dated 6/1/2012 registered at serial No. 218/2012, the sale deed dated 19/10/2006 registered at serial No. 7322/2006.

28) The Lis-Pendence notice in respect of SCS No. 623/2012 has been registered by Mrs. Nalini Chandrashekhar Halkunde in the office of Sub-Registrar of Nashik on 24/10/2013 which is duly registered at serial No. 11274/2013 & accordingly the notice of the said suit SCS 623/2012 has been registered in the other rights column of the S. No. 163 vide mutation entry No. 91300.

It is further observed from the Lis-pendence notice cancellation deed dated 16/10/2015 that, as the compromise has taken place in between Def. No. 18 to 81 & their names have deleted from the suit No. 623/2012 hence the Lis-Pendence notice registered on 24/10/2013 is cancelled by plaintiff Mrs. Nalini Chandrashekhar Halkunde.

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Date : 18 / 06 / 2019

29) As mentioned in para 28 hereinabove that, the names of Def. No. 18 to 81 have been deleted as per the order passed by the Hon'ble court on Exh. 58, & further the plaintiff in the said suit SCS 623/2012 do not want to proceed against Def. No. 18 to 781, therefore the Development Agreement & the sale deeds mention in the said suit have no any effect of the SCS 623/2012 pending in the court.

30) It is observed from the Sale Deed dated 4/1/2012 that, Mrs. Lalita Hamant Panchakshri, Shri. Shreeprasad, Abhijit Narayan Dhole, Mrs. Tanuja Abhijit Dhole, Ku. Sanjana & Vedang Abhijit Dhole through minor guardian Abhijit Narayan Dhole, Anirudhha Narayan Dhole, Mrs. Pradnya Anirudhha Dhole, Ku. Aditya & Ajinkya Anirudhha Dhole through minor guardian Anirudhha Narayan Dhole have executed the Sale Deed in respect of their undivided share in S. No. 163 admeasuring H 2-02 R in favour of Shri. Vilas Rasiklal Shah, M/s. Bagad Associates through its Prop. Deepak Ramchandra Bagad, M/s. Bagad properties through its partner Shri. Deepak Ramchandra Bagad, M/s. Bhatambrekar & Co. through its partner Shri. Sanjay Bhaskarrao Bhatambrekar, Shri. Bhaskar Gopalrao Bhatambrekar, Mrs. Vrushali Vijay Bhatambrekar on 4/1/2012. The said Sale Deed is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-2 at serial No. 228/2012. And accordingly vide mutation entry No. 77966 the names of above mentioned purchasers have been mutated to the said S. No. 163 in respect of the area purchased by them. The said mutation entry is duly certified.

It is further observed from the said Sale deed dated that, the Agreement of Sale dated 4/1/2012 executed is impound by the Collector of Stamps & the deficit of Stamp duty Rs. 25,99,900/- & the penalty Rs. 12,99,950/- has been paid in the treasury on 4/1/2012 & the confirmation deed in respect of the said Agreement of Sale is duly registered at serial No. 227/2012 hence the above sale deed is registered on the stamp duty of Rs. 100/-

31) It is observed from the Sale Deed dated 6/1/2012 that, Prabhakar Gopal Shukla, Smt. Kunda & Shri. Anay Prabhakar Shukla, Shri. Bhalchandra Gopalrao Shukla, Mrs. Maya, Shri. Amol Bhalchandra Shukla, Shri. Madhusudan Gopalrao Shukla, Mrs. Rekha, Shri. Ameya, & Smt. Anuja Madhusudan Shukla, Shri. Suhas Gopalrao Shukla, Mrs. Mrudula, Shri. Sourabh, Smt. Sampada Suhas Shukla, Shri. Bhaskar, Sudhakar, & Sharad Pandurang Nagarkar, Smt. Sudha & Shri. Devendra Achyut Nagarkar, Mrs. Nalini Chandrashekhar Halkunde & Mrs. Anjali Anil Barde have executed the Sale

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Deed in respect of their undivided 60% share in S. No. 163 admeasuring H 6-06 R in favour of Shri. Rajendra & Vilas Rasiklal Shah, Shri. Kanhaiyyalal Chetandas Manwani, Shri. Dinesh & Vinod Kanhaiyyalal Manwani on 6/1/2012. The said Sale Deed is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-5 at serial No. 218/2012. And accordingly vide mutation entry No. 78158 the names of above mentioned purchasers have been mutated to the said S. No. 163 in respect of the area purchased by them. The said mutation entry is duly certified.

32) It is observed from the Sale Deed dated 6/1/2012 that, Shri. Ram Radhakrishna Shukla, Shri. Rajendra Radhakrishna Shukla, & Smt. Charushila Radhakrishna Shukla, have executed the Sale Deed in respect of their undivided share in S. No. 163 admeasuring H 3-03 R in favour of Shri. Rajendra Rasiklal Shah, M/s. Bagad Associates through its Prop. Deepak Ramchandra Bagad, M/s. Bagad properties through its partner Shri. Deepak Ramchandra Bagad, M/s. Bhatambrekar & Co. through its partner Shri. Sanjay Bhaskarrao Bhatambrekar, Shri. Bhaskar Gopalrao Bhatambrekar, Mrs. Vrushali Vijay Bhatambrekar, Shri. Ankur Sunil Kasliwal, Shri. Shrenik Shashikant Surana on 6/1/2012. The said Sale Deed is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-2 at serial No. 230/2012. And accordingly vide mutation entry No. 77963 the names of above mentioned purchasers have been mutated to the said S. No. 163 in respect of the area purchased by them. The said mutation entry is duly certified.

33) It is observed from the Mutation entry No. 78174 that, the co-owner Malati Gopalrao Shukla expired on 1/7/2011, her legal heirs have already brought on record hence her name is deleted & bracketed. The said mutation entry is duly certified.

34) It is observed from the Mutation entry No. 86403 that, Shri. Vilas Rasiklal Shah executed the sale deed for the area admeasuring 0-20 R out of S. No. 163 in favour of Shri. Kailas Madhukar Patil on 28/9/2012. The said Sale deed is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-3 at serial No. 9622/2012 & accordingly the name of purchaser has been mutated to the said S. No. 163 in respect of the area purchased by them. The said mutation entry is duly certified.

35) It is observed from the Mutation entry No. 86404 that, Shri. Vilas Rasiklal Shah executed the sale deed for the area admeasuring 0-20 R out of S. No. 163 in favour of Shri. Mangesh Gopalrao Gujrathi on 28/9/2012. The said Sale deed is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-3 at serial No. 9623/2012 & accordingly the name of purchaser has been mutated to the said S. No. 163 in respect of the area purchased by them. The said mutation entry is duly certified.

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Date : 18 / 06 / 2019

36) It is observed from the Mutation entry No. 86466 that, Shri. Rajendra Rasiklal Shah executed the sale deed for the area admeasuring 0-10 R out of S. No. 163 in favour of Shri. Shrenik Shashikant Surana (HUF) on 28/9/2012. The said Sale deed is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-3 at serial No. 9636/2012 & accordingly the name of purchaser has been mutated to the said S. No. 163 in respect of the area purchased by them. The said mutation entry is duly certified.

37) It is observed from the Mutation entry No. 86471 that, Shri. Rajendra Rasiklal Shah executed the sale deed for the area admeasuring 0-40 R out of S. No. 163 in favour of Shri. Santosh Manakchand Bothra (HUF) & Premraj Manakchand Bothra (HUF) on 28/9/2012. The said Sale deed is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-3 at serial No. 9635/2012 & accordingly the name of purchaser has been mutated to the said S. No. 163 in respect of the area purchased by them. The said mutation entry is duly certified.

38) It is observed from the Mutation entry No. 87856 that, Shri. Vilas Rasiklal Shah through Special Power of Attorney Shri. Avinash Kondaji Nirbhawane executed the sale deed for the area admeasuring 0-15 R out of S. No. 163 in favour of Shri. Mukesh Jivrajbhai Jethwa on 10/1/2013. The said Sale deed is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-5 at serial No. 416/2013 & accordingly the name of purchaser has been mutated to the said S. No. 163 in respect of the area purchased by them. The said mutation entry is duly certified.

39) It is observed from the Mutation entry No. 87857 that, Shri. Vilas Rasiklal Shah through Special Power of Attorney Shri. Avinash Kondaji Nirbhawane executed the sale deed for the area admeasuring 0-25 R out of S. No. 163 in favour of Shri. Vishal Vikram Shah on 10/1/2013. The said Sale deed is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-5 at serial No. 415/2013 & accordingly the name of purchaser has been mutated to the said S. No. 163 in respect of the area purchased by them. The said mutation entry is duly certified.

40) It is observed from the Mutation entry No. 87897 that, Shri. Rajendra Rasiklal Shah through Special Power of Attorney Shri. Avinash Kondaji Nirbhawane executed the sale deed for the area admeasuring 16-50 R out of S. No. 163 in favour of Shri. Kailas Madhukar Patil on 30/3/2013. The said Sale deed is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-5 at serial No. 3955/2013 & accordingly the name of purchaser

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has been mutated to the said S. No. 163 in respect of the area purchased by them. The said mutation entry is duly certified.

41) It is observed from the Mutation entry No. 89073 that, Dinesh & Rakesh Murlidhar Khemani have received the area admeasuring 4050 Sq. Mtrs out of S. No. 163 from Vrushali Vijay Bhatamrekar by virtue of the exchange deed executed between them dated 29/4/2013 which is duly registered in the office of Joint Sub-Registrar, Class-II, Nashik-5 at serial No. 5326/2013 & accordingly the name of Dinesh & Rakesh Murlidhar Khemani have been mutated to the said property in respect of the area purchased by them. The said mutation entry is duly certified.

It is further observed from the said mutation entry that Dinesh & Rakesh Murlidhar Khemani have exchanged the plot No. 8,9,10,12 & 13 out of S. No. 277/3+1+2 to Vrushali Vijay Bhatamrekar. Shri. Vilas & Rajendra Rasiklal Shah, M/s. Bagad Associates through its Prop. Deepak Ramchandra Bagad, M/s. Bagad properties through its partner Deepak Ramchandra Bagad, M/s. Bhatambrekar & Co. through its partner Vrushali Vijay Bhatambrekar & Bhaskarrao Gopalrao Bhatambrekar have consented the said exchange deed.

42) It is observed from the Mutation entry No. 91206 that, M/s. Bagad Associates through its Prop. Deepak Ramchandra Bagad, M/s. Bagad properties through its partner Deepak Ramchandra Bagad executed the sale deed for the area admeasuring H 0-60 R out of S. No. 163 in favour of Shri. Deepak Bhagwandas Motwani & Brijesh Rameshlal Nandwani on 26/3/2013. The said Sale deed is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-5 at serial No. 3730/2013 & accordingly the name of purchasers have been mutated to the said S. No. 163 in respect of the area purchased by them. The said mutation entry is duly certified.

It is further observed from the said mutation entry that M/s. Bhatambrekar & Co. through its partner Sanjay Bhaskarrao Bhatambrekar, Bhaskarrao Gopalrao Bhatamrekar & Vrushali Vijay Bhatamrekar, & Shri. Vilas & Rajendra Rasiklal Shah have consented the said Sale deed.

43) It is observed from the Mutation entry No. 92708 that, Bhaskar Gopal Bhatambrekar expired on 19/12/2013. The Late Bhaskar Gopal Bhatambrekar has prepared a Will on 28/10/2013 which is duly registered, as per his Will, the area admeasuring 1370 Sq. Mtrs, out of 6850 Sq. Mtrs. is given to Sanjay Bhaskar Bhatambrekar, the area admeasuring 1370 Sq. Mtrs, out of 6850 Sq. Mtrs. is given to Aditya Jayant Bhatambrekar, the area admeasuring 2740 Sq. Mtrs, out of 6850 Sq. Mtrs. is given to Deepshri Jayant Bhatambrekar, & the area admeasuring 1370 Sq. Mtrs, out of 6850 Sq. Mtrs. is given to Vrushali Vijay Bhatambrekar. However, it is observed by the Circle Officer that as the area of Late Bhaskar Gopal Bhatambrekar

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Date : 18 / 06 / 2019

was not mentioned before his name, therefore the Circle Officer has certified the entry without mentioning the area given as per Will to the above respected persons & the names mentioned in the Will have been mutated to the said property. The said mutation entry is duly certified.

44) It is observed from the Mutation entry No. A-499 that, M/s. Bhatambrekar & Co. through its partner Sanjay Bhaskarrao Bhatambrekar, Bhaskarrao Gopalrao Bhatamrekar & Vrushali Vijay Bhatamrekar through GPA Sanjay Bhaskar Bhatambrekar, M/s. Bagad Associates through its Prop. Deepak Ramchandra Bagad through Special Power of Attorney Ajinkya Chandrakant Bagad, M/s. Bagad properties through its partner Ajinkya Chandrakant Bagad, Shri. Vilas & Rajendra Rasiklal Shah through Special Power of Attorney Shri. Sudhir Avhad have executed the sale deed for the area admeasuring H 0-39.50 R (out of their own area admeasuring 0-46 R) out of S. No. 163 in favour of Shri. Dinesh & Rakesh Murlidhar Khemani on 26/3/2013. The said Sale deed is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-5 at serial No. 3731/2013 & accordingly the name of purchasers have been mutated to the said S. No. 163 in respect of the area purchased by them. The said mutation entry is duly certified.

45) It is observed from the Mutation entry No. A-500 that, Shri. Rajendra & Vilas Rasiklal Shah, Shrenik Shashikant Surana (HUF), have executed the sale deed for the area admeasuring H 0-82.3 R (out of Rajendra & Vilas Shah - 0-72.3 R & Shrenik Surana 0-10 R) out of S. No. 163 in favour of Shri. Kanhaiyyalal Chetandas Manwani, Shri. Dinesh & Vinod Kanhaiyyalal Manwani on 28/3/2013. The said Sale deed is duly registered in the office of the Joint Sub-Registrar, Class-II, Nashik-5 at serial No. 3851/2013 & accordingly the name of purchasers have been mutated to the said S. No. 163 in respect of the area purchased by them. The said mutation entry is duly certified. The said mutation entry is duly certified.

46) It is further observed from the record that the owners of S. No. 163 Shri. Vilas Rasiklal Shah & Others prepared the lay-out in respect of the S. No. 163, the said layout is duly finally approved by The Asstt. Director of Town Planning, Nashik Municipal Corporation, Nashik by its letter No. Nagarrachna Vibhag/Antim/C-1/24 dated 24/11/2015. The said land is duly converted into non-agricultural use as per the order of Collector of Nashik by its order No. Mah/Kaksh-3/4/Bi.She.Pra.Kra/149/2013 dated 30/5/2013 & accordingly the revenue record is prepared as per the final approved lay-out vide mutation entry No. A-501.

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47) It is further observed from the Deed of Memorandum of Understanding dated 10/12/2015 that, the said Memorandum of Understanding is executed between Kanhaiyyalal Chetandas Manwani, Party No. 1 & Others Party No. 21 total parties No. 22 (the respective owners of S. No. 163).

It is further observed from the said MOU that the said owners have prepared the separate three layouts in respect of S. No. 163 which are tentatively approved by the Nashik Municipal Corporation, Nashik. After the approval of the said tentative lay-out, the said land S. No. 163 is measured by TILR, Nashik & as per the letter of TILR No. 850, 851, 852/15 dated 9/3/2015, the Kami-Jast Patrak is prepared & as per the order of Tahasildar, Nashik, the said S. No. 63 is sub-divided as S. No. 163/1, 163/2 & 163/3 & after that the final lay-out is duly approved by The Nashik Municipal Corporation.

It is further observed from the said MOU that, the final lay-out in respect of S. No. 163/1 is approved by The Nashik Municipal Corporation, Nashik by its letter No. Nagarrachna Vibhag/Antim/C-1/25 dated 24/11/2015 & the said land is duly converted into non-agriculture use as per the order of Collector of Nashik by its order No. Mah/Kaksh-3/4/Bi.She.Pra.Kra/148/2013 dated 11/5/2013.

It is further observed from the said MOU that, the final lay-out in respect of S. No. 163/2 is approved by The Nashik Municipal Corporation, Nashik by its letter No. Nagarrachna Vibhag/Antim/C-1/24 dated 24/11/2015 & the said land is duly converted into non-agriculture use as per the order of Collector of Nashik by its order No. Mah/Kaksh-3/4/Bi.She.Pra.Kra/149/2013 dated 30/5/2013.

It is further observed from the said MOU that, the final lay-out in respect of S. No. 163/3 is approved by The Nashik Municipal Corporation, Nashik by its letter No. Nagarrachna Vibhag/Antim/C-1/26 dated 24/11/2015 & the said land is duly converted into non-agriculture use as per the order of Collector of Nashik by its order No. Mah/Kaksh-3/4/Bi.She.Pra.Kra/147/2013 dated 30/5/2013.

It is further observed from the said MOU that, the respective owners of S. No. 163 have partitioned & got their plots as per their share in the land & accordingly the subject matter of Title Certificate Plot No. 18 out of S. No. 163/2 is given to the share of Shri. Vilas & Rajendra Rasiklal Shah.

48) It is further observed from the record that, as mentioned hereinabove the final lay-out in respect of S. No. 163/1, 163/2 & 163/3 have been prepared & converted into non-agriculture use & as per the contents of MOU & as

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