

TUSHAR NANDKUMAR KULKARNI

B.Com, LL.B.
ADVOCATE

OFF - 7, First Floor, Abhyankar Plaza, M.G.Road, Nashik
422001 Mob - 9423965550

Date : 1/9/2018

TITLE CERTIFICATE

NAME OF THE HOLDER :- MRS. VIMAL PRAKASH GHODKE

**NAME OF THE PURCHASER :- GAJANAN HEIGHTS CO. OP.
HOUSING SOCEITY LTD. NASHIK**

PROPERTY :- All that piece and parcel of the property bearing Plot No. 31 out of S. No. 313/1/2/31 admeasuring 182-50 Sq. Mtrs., Plot No. 32 out of S. No. 313/1/2/32 admeasuring 191-63 Sq. Mtrs. And Plot No. 33 out of S. No. 313/1/2/33 admeasuring 195-80 Sq. Mtrs. Total admeasuring 569-93 Sq. Mtrs. situated at Village Pathardi, Taluka and District Nashik, within Nashik Municipal Corporation and within Registration and Sub Registration District Nashik, bounded as follows :-

On or towards East :-	By Plot No. 34
On or towards West :-	By 7.5 Mtrs. Colony Road
On or towards South :-	By Plot No. 30 & Open Space
On or towards North :-	By 9.00 Mtrs. Colony Road

HISTORY:- After going through the relevant revenue records like, 7/12 extracts and mutation entries and other relevant orders and papers, my observations are as follows:-

Following documents perused:

- [1] 7/12 extract since last 30 years
- [2] Mutation Entries since last 30 years
- [3] Copy of Development Agreement & Power of Attorney dated 16/6/2000.
- [4] Copy of N.A.Order dated 8/4/2002
- [5] Copy of final approval letter dated 20/5/2002
- [6] Copy of Sale Deeds dated 12/7/2002.
- [7] Copy of Society Registraion Certificated dated 26/3/2018.
- [8] Copy of Sale Deed dated 7/5/2018.

It appears from the record of rights that S .No. 313/1 was owned by the Narhari Khandu Navale since prior to 1985.

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M.E. No. 2747 is effected in the record of rights on 19-5-1971 for giving effect to the Enforcement Act and Indian Coinage Act.

That the land owner had mortgaged the property to Nashik dist. Co.Op. Land Dev. Bank and as such name of the said bank appeared in the owners column and the name of the land owner is mutated in the other rights column under M. E. No. 3537 on 4/8/82.

That charge of The Maharashtra State Co.Op. Land development bank Mumbai is deleted from the other rights column under M. E. No. 5126 on 23/4/1991.

That Uttamsa Ratansa Hambir, Rajendra Uttamsa Hambir, Shreedhar Bandusa Hambir, Manohar Ramchandrasa Jawade, Sanjay Murlidharsa Purnaye, Gajanan Ramchandrasa Jawade, Murlidhar Ramchandrasa Purnaye was Purchased S. No. 313 Out Of West Side Area 1 Hecter 40 Are by sale deed dated 19/04/1991 and Madanbai Inderchand Jain, Santosh Dharamchand Jain, Tarachand Balchand Kothari, Sunil Tarachand Kothari, Anil Tarachand Kothari was purchased S. No. 313 out of North Side area 1 Hecter 40 Are by sale deed dated 19/04/1991 from Narhari Khanduji Navale and sadashiv Narhari Navale and as such name of the said purchaser is mutated in the owners column of the record of rights under M. E. No. 5149 on 14/5/1991.

That charge of Pathardi society is deleted from the other rights column under M. E. No. 5162 on 5/7/1991.

M. E. No. 6878 dated 14/8/1997 not related to aforesaid property.

That charge of Bank of Maharashtra is deleted from the other rights column under M. E. No. 8091 certified in the year 2000

That charge of Bank of Maharashtra is deleted from the other rights column under M. E. No. 8094 certified in the year 2001

That the land owner entrusted S.No. 313/1 to M/s. S.P. Developers and Builders for development of the same as per the terms and conditions of the Development Agreement and General Power of Attorney Dated 16/6/2000 which is duly registered at the office of Sub Registrar, Nashik at Sr. No. 5590 & 5591 and as such the said developers are competent to develop the said property by constructing building thereon and the said developers are empowered to sell, alienate and dispose off the construction therein.

That land owner Narhari Khandu Navale through GPA Holder M/s. S.P. Developers and Builders prepared a layout of retention land area admeasuring 10000.00 Sq. Mtrs. out of 17840.00 Sq. Mtrs which is duly sanctioned by Nasik Municipal Corporation under their letter dated 1/6/2000 under No. Nagarrachana Vibhag/Antim/B-4/21 and the said property is duly converted to non Agriculture use U/ Section 44 of the M.L. R. Code under order of collector Nasik under No. Maha/Kaksha /3/4/Bi.She.Pra.Kra./45/2002 dated 8/4/2002 and



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as such separate 7/12 extracts are prepared for the individual plots under M. E. No. 8516 on 4/6/2002 and as such land owner had mortgaged the all plots to The Nashikroad Deolali Vyapari Co-Op Bank ltd. and as such name of the said name bank appeared in the other rights column.

That the charge of The Nashikroad Deolali Vyapari Co-Op Bank ltd. is deleted from the other rights column under M. E. No. 9704 certified in the year 2002

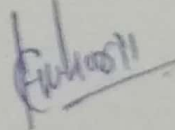
That Vimal Prakash Ghodke purchased Plot No. 31 and from Narhari Khandji Navale by a sale deed dated 12-7-2002 which is duly registered at the office of Sub Registrar, Nashik 2 at Sr. No. 3066 on 12-7-2002 and accordingly name of the Vimal Prakash Ghodke is mutated in the owner column of the record of rights under M. E. No. 8516 on 14-8-2002.

That Vimal Prakash Ghodke purchased Plot No. 33 and from Narhari Khandji Navale by a sale deed dated 12-7-2002 which is duly registered at the office of Sub Registrar, Nashik 2 at Sr. No. 3067 on 12-7-2002 and accordingly name of the Vimal Prakash Ghodke is mutated in the owner column of the record of rights under M. E. No. 8516 on 14-8-2002.

That Gajanan Heights Co. op. Housing Society formed Society and purchased Plot No. 31,32 and 33 from Vimal Prakash Ghodke by a sale deed dated 7-5-2018 which is duly registered at the office of Sub Registrar, Nashik 5 at Sr. No. 3527 on 7-5-2018 but the name of the said Society is yet to be mutated in the owners column.

No charge, encumbrance or defect in title is observed during the course of the aforesaid observation, in respect of the aforesaid property.

OPINION :- In consistence with my above observations, I am of the opinion that the title of the aforesaid property appears to be clear, negotiable and marketable without any charge, encumbrance and defect in title.



TUSHAR NANDKUMAR KULKARNI
ADVOCATE

