

TUSHAR NANDKUMAR KULKARNI

**B.Com, LL.B.
ADVOCATE**

**OFF - 7, First Floor, Abhyankar Plaza, M.G. Road, Nashik 02
Mob - 9423965550**

Date : 3-12-2018

TITLE CERTIFICATE

NAME OF THE HOLDER :- MR. ASHOKBHAI BATUKBHAI ADROJA

PROPERTY :- All that piece and parcel of the property bearing **Plot No. 23** out of **S. No. 763/2/2/2** admeasuring **665.20 Sq. Mtrs.** situated at **Nashik** within Nashik Municipal Corporation, within registration and sub registration District of Nashik, the said plot Bounded as follows:

On or towards East : By 18 Mtr. D. P. Road
On or towards West : By Plot No. 22
On or towards South : By Adjoining S.No. 763/2/3/2
On or towards North : By 9.00 Mtrs. 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 :-

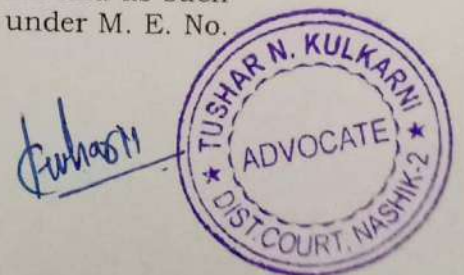
- [1] 7/12 extract since last 30 years
- [2] Mutation Entries since last 30 years
- [3] Copy of Development Agreement dated 24/4/1995
- [4] Copy of Approved layout letter dated 31/12/2005
- [5] Copy of N. A. Order dated 11/9/2012
- [6] Copy of Sale Deed dated 19/3/2012
- [7] Copy of Sale Deed dated 17/4/2017

It appears from the record of rights that Vimalabai Dhannusing Pardeshi was owner of S. No. 763/2 since prior to 1967.

That Vimalabai Dhannusing Pardeshi purchased S. No. 763/2 from Shankarrao Krishnarao Fadataré on 17/6/1965 and as such name of the said purchaser is mutated in the owners column under M. E. No. 10434 on 14/2/1967.

M.E.No. 12378 is effected in the record of rights on 19-5-1971 for giving effect to the Indian Coinage Act and Indian Enforcement Act.

The land owner Vimalabai Dhannusing Pardeshi mortgaged S. No. 763/2 to Nasik District Co-op. Land Development Bank and as such name of the bank is mutated in the owners column under M. E. No.



13540 on 25/11/1972 and name of the owner is mutated in the other rights column of 7/12 extract.

On repayment of the loan, name of the Nashik District Co-op. Land Development Bank is deleted from the other rights column and the names of the owner is restored in the owners column under M. E. No. 18964 on 13/4/1982.

That Amir Abdul Kadir Monde etc. 16 purchased S. No. 763/2 from Vimalabai Dhannusing Pardeshi by sale Deed dated 17/9/1994 which is duly registered at the office of Sub registrar Nashik at Sr. No. 3713 and as such names of the said purchasers are mutated in the owners column under M. E. No. 21138 on 9/10/1984.

All the joint owners of S. No. 763/2 alongwith other properties partitioned amongst themselves, whereby an area admeasuring Hector 00.58.6 are came to the share of Amir Abdul Rehman, Hector 1-34.4 are came to the share of Haji Abdul Gafar Abdul Kadir Mondhe etc. 6 while an area admeasuring Hector 1.00 are came to the share of Sadruddin Abdul kadir Mondhe etc. 5 and as such S. No. 763/2 is sub divided into three hissass, Hissa No. 1 came to the share of Amir Abdul Rehman, Hissa No. 2 came to the share of Haji Abdul Gafar Abdul Kadir Mondhe etc. and Hissa No. 3 came to the share of Sadruddin Abdul Kadir Mondhe and separate 7/12 extracts prepared for the same under M. E. No. 30837 on 12/8/1993.

Barkha Agriculture Pvt. Ltd. and others purchased 8000.00 Sq. Mtrs out of S. No. 763/2/2 from Haji Abdul Gafar Abdul Kadir Mondhe and others by a sale deed dated 17/1/1997 and as such name of the said purchasers are mutated in the owners column of the record of rights under M.E.No. 37436 on 28-1-1998.

Charge of Kalika Vikas Society is deleted from the other rights column under M.E.No. 43569 on 24/1/2001.

The land owners of S.No. 763/2/2 alongwith other properties have entrusted the property to Vijay Fakirchand Sabadra HUF on development basis under development agreement dated 24-3-1999, the said development agreement was not registered and was prepared on Rs. 20/- stamp and therefore deficit of stamp duty of Rs. 1,05,890/- alongwith penalty of Rs. 1060/- is paid in the Govt. treasury on 21-4-2004 and 7-4-2005 respectively as per the order of Collector of Stamps, Nashik and as such Collector of stamps has certified the said ageement duly stamped.

All the joint owners through developer prepared a layout for S. No. 763/2/2/2 admeasuring 8000.00 Sq. Mtrs. which is finally approved by Nashik Municipal Corporation dated 31/12/2005 under No. Nagarrachana Vibhag/Antim/Cidco/51/4693 and property is converted to Non Agri. use dated 15/9/2012 under No. Maha/Kaksh3/4/Bi.She.Pra.Kra./347/2012 and and as such separate 7/12 extracts are prepared for the individual plots under M.E. No. 86274 on 20-9-2012.

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That Pramila Sunil Patil purchased aforesaid property from Barkha Agriculture Pvt. Ltd. and others by sale deed dated 19-3-2012 which is duly registered at the office of Sub Registrar Nashik 2 at Sr. No. 3037 on 19-3-2012 and as such name of the Pramila Sunil Patil is mutated in the owners column under M. E. No. 86474 on 10-10-2012.

That aforesaid holder purchased aforesaid property from Pramila Sunil Patil by sale deed dated 31-3-2017 which is duly registered at the office of Sub Registrar Nashik 5 at Sr. No. 1975 on 17-4-2017 and as such name of the aforesaid holder is mutated in the owners column under M. E. No. 500191 on 17-3-2018.

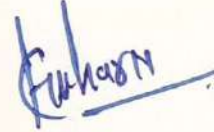
M. E. No. 103319 is pertaining to e-conversion of 7/12 extract.

M. E. No. 500054 is pertaining to e-conversion of 7/12 extract.

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

OPINION :

In consistence with the above observations, I am of the opinion that, the title of the aforesaid holder to the aforesaid property is clear, negotiable and marketable without any charge, encumbrance or defect in title.



**TUSHAR NANDKUMAR KULKARNI
ADVOCATE**

