

Date : 8-4-2015

**TITLE CERTIFICATE**

**NAME OF THE HOLDER:-** M/S. HALLMARK DEVELOPERS, A PARTNERSHIP FIRM.

**PROPERTY:-** All that piece and parcel of the property bearing Plot No. 11 S. No. 20/2/1+2 admeasuring 3991-00 Sq. Mtrs. situated at Village Wadala, Taluka and District Nashik, within Nashik Municipal Corporation and within Registration and Sub Registration District Nashik, bounded as follows :-

On or towards East	:-	By Land under Municipal reservation
On or towards West	:-	By 18 Mtrs. D.P.Road & Open Space
On or towards South	:-	By S. No. 15 (part) and open space (part)
On or towards North	:-	By Land under same layout for playground reservation.

**HISTORY:-** After going through the relevant revenue records like, 7/12 extracts and mutation entries and other 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 Sale Deed Dated 14/9/2008.
- [4] N.A. Order Dated 16/5/2008
- [6] Copy of Final approval letter dated 20/1/2014.
- [7] Copy of Joint Venture Agreement & G.P. A. dated 28/10/2013.

It appears from record of rights that Jaggananth Premaji Bharvikar and others owned S.No. 20 since prior to 1980.

The aforesaid property is included in the limits of Nashik Municipal Council as per the order of Govt. and as such remark to that effect is recorded in the other rights column under M. E. No. 821.

As per hissa form No. 12, S. No. 20 is sub divided into Hissas and names of the possessor owner are mutated in the owners column whereby S.No. 20 is sub divided into Hissa No. 1 and 2, Hissa No. 1 is allotted to Jagannath Premji Bharvikar, Hissa No. 2 is allotted to Murlidhar Pramji Bharvikar and as such separate 7/12 extract prepared for the respective hissas and names of respective allottees are mutated in the owners column under M.E. No. 1816 on 21/2/81.

That Murlidhar Premaji Bharvikar died on 30/1/1990 and as such names of his legal heirs namely Prabhakar, Ashok, Shashikant, Chandrakant & widow Gangubai Murlidhar Bharvikar are mutated in the owners column and names of married daughters Ahilya Pundalikrao Girme and Vasanti Ashok Gaikwad are mutated in the other rights column under M. E. No. 2982 on 21/12/1990.

That Ahilya Pundalikrao Girme and Vasanti Ashok Gaikwad released their rights in favour of their mother by two different release deed registered at Sr.No. 4665/1990 and 4666/1990 at the office of Sub Registrar, Mumbai and as such their names are deleted from the other rights column under M. E. No. 3015 on 22-2-1991.

That the land owners converted an area admeasuring 5358.00 Sq. Mtrs. out of S. No. 20/2 to Non Agri. use u/s. 44 of the Mah. land Revenue Code under order of Collector, Nashik under No. Mah. Kaksha/ 3 / 129 /1991 Dated 13/4/1992 under M. E. No. 3564 on 1/1/1994 and as such the said S.No. 20/2 is sub divided into hissa No. 1 and 2, hissa No. 2 is allotted to the land converted to N.A. use while Hissa No. 1 is allotted to the remaining land.

That the land owners amalgamated S. No. 20/2/1 and 20/2/2 and prepared a layout which is duly sanctioned by Nashik Municipal Corporation under No. Nagarrachna Vibhag/Antim/Nashik/35 dated 13/12/1998 and as such separate 7/12 extract prepared for the individuals plots under M. E. No. 5011 on 21/12/1999 and accordingly S. No. 20/2/1+2 is allotted to the plots of the approved layout.

That the land owners entrusted the entire land to M/s. Viraj Estates Pvt. Ltd. under different agreements duly registered at the office of Sub Registrar, Nashik and an area admeasuring 5070-00 Sq. Mtrs. is declared as retention land as per order under ULC Act.

That mutating the M.E.No. 5011, the area of the total land was not properly sub divided because the total area admeasured Hecter 2-3 Ares after amalgamation of S.No. 20/2/1 and 20/2/2 and the layout was pertaining 15230-00 Sq. Mtrs. and as such 5070-00 Sq. Mtrs. remained after approval of the layout and while mutation entry No. 5011 was entered the said remaining area of 5070-00 Sq. Mtrs. was not considered and therefore at the instance of the land owners, separate hissass for 5070-00 Sq. mtrs. as Plot No. 9 was mutated under M.E.No. 8466 on 238-2007.

That under an agreement of sale dated 12-10-2007 the present holder M/s. Hallmark Developers agreed to purchase the said Plot No. 9 admeasuring 5070-00 Sq. mtrs. alongwith additional FSI of 2000 Sq. Mtrs. from the land owners Prabhakar Murlidhar Bhavirkar, Ashok Murlidhar Bhavirkar, Shashikant Murlidhar Bhavirkar and Gangubai Murlidhar Bhavirkar and the developers Viraj Estates, Pvt. Ltd., the said agreement of sale is duly registered at the office of Sub Registrar, Nashik at Sr. No. 7240 on 12-10-2007.

That Chandrakant Murlidhar Bhavikar released his 1/6 share from the S. No. 20/2/1+2 by Released Deed which is duly registered at the office of Sub Registrar Mumbai at Sr. No. 3285/89 on 2/9/1989 and thereafter Murlidhar Premaji Bhavikar, Prabhakar, Ashok, Shashikant and Gangubai Murlidhar Bhavikar had oral partition and all the owners had equal share and as such name of Chandrakant Murlidhar Bhavirkar is deleted from the owners column under M. E. No 9574 on 7/1/2010.

That as per the agreement of sale, the aforesaid holder had agreed to purchase 5070-00 Sq. mtrs. and FSI of 2000 Sq. mtrs. for the DP Road but after the final measurement the area of Plot No. 9 was found to be 4254-00 Sq. Mtrs. and the area of D.P. Road available was 1701-00 Sq. mtrs. and therefore the sale deed was executed for 4254-00 Sq. mtrs. and additional FSI of 1701-00 Sq. Mtrs. which is duly registered at the office of Sub Registrar Nashik-2 at Sr. No. 8246/2008 on 17/9/2008 and as such name of the



aforesaid holder is mutated in the owners column under M. E. No. 9732 on 20/3/2010.

There were variations in the area and therefore as per the revised layout dated 27-7-2009 the area of 5070-00 Sq. Mtrs. of Plot No. 9 was further sub divided whereby the area of 4254-00 Sq. Mtrs. purchased by Hallmark Developers was given Plot No. 11 while the original Plot No. 9 remained for 343-00 Sq. Mtrs. in the name of original owners and Plot No. 10 for open space admeasuring 473-00 Sq. Mtrs. and as such separate 7/12 extracts are prepared under M. E. No. 10185 on 2/12/2010.

That the aforesaid holder and the developer M/s. United Builders executed a Joint Venture Agreement for aforesaid property on 28/10/2013 alongwith general power of attorney which are duly registered at the office of Sub Registrar, Nashik at SR. No.9130 and 9131 on 28/10/2013 and as such the name of the said developers is mutated in the other rights column under M. E. No. 12920 on 30/10/2013 and as such said developers are competent to develop the said property by constructing buildings thereon and dispose off the constructed premises and appropriate the sale proceeds as per the terms and conditions of the said joint venture agreement.

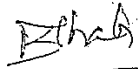
That the aforesaid holder revised final layout for Plot No. 11 which is duly approved by the Nashik Municipal Corporation Nashik, under No. Nagarrachna Vibhag / Antim/A-4/13/14 dated 20/1/2014 under M. E. No. 13451 on 16/9/2014 and as such area admeasuring 3991.00 Sq. Mtrs. is allotted to Plot No. 11 and area admeasuring 263.00 Sq. Mtrs. allotted to Plot No. 11A for Canal.

That the property is duly converted to N.A. use under two different N.A. orders dated 13-4-1992 and 16-5-2008 under No. Maha/Kaksha-3/ Bi. She. Pa. Kra./ 129/91 and Maha/Kaksha3/4/Bi.She.Pa.Kra./80/2008 for an area admeasuring 5358-00 Sq. Mtrs. 3678-00 Sq. Mtrs.

That the present developer has prepared a building plan on the said property which is duly approved by Nashik Municipal Corporation on 17-3-2015 under commencement certificate No. LND/BP/NSK/A4/327/4349.

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

**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 and M/s. United Builders, A Partnership Firm is entitled to develop the said properties and construct building thereon and sell the super structure thereon.

  
SUBODH M. SHAH  
ADVOCATE

