



Anuradha Mogal Patil

B.S.L.,LL.B.,M.L.L. & L.W.

ADVOCATE & NOTARY

Off. : Chamber No. 224 / 2, District Court, Nashik - 422002

Resi. : Flat No. 101-E-Wing, Rushiraj Harmony, Near Gangapur Police Station,
Gangapur Road, Nashik-422 013. • Cell : 98222 15150

dated - 28/05/2016

Title Certificate

"To whomsoever it may concern"

SUB:- Title certificate in respect of the property bearing area admeasuring 12,225.00 Sq. Mtr. from Survey No. 256/2 to 6/6, N. A. assessed at Rs. 5868.00 Paisa situated & laying at Nashik within the limits of Nashik Municipal Corporation, Nashik with in Registration and Sub-Registration District Nashik.
Together with all the Easementary rights, & other hereditaments.

Owner:- M/s. Jaikumar Constructions LLP through its partner

As per the request of M/s. Jaikumar Constructions LLP through its partner. I have study the records which is given & available to me by owner in respect of the above mentioned property. I have given 30 years title report.

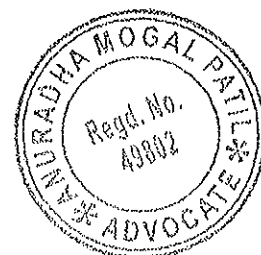
The above said property here in after referred as " The property in question" for the sake of brevity.

Upon perusal & verification of the relevant & available records it transpires to me as under :

DOCUMENTS PERSUED AND STUDIED

- i) 7/12 Extract from 1962 to 2016.
- ii) 6 D Extract
- iii) Development Agreement & General Power of Attorney dt.22-09-2005.
- iv) Agreement for sale dt.05-12-2005.
- v) Development Agreement & General Power of Attorney dated 22-12-2005.
- vi) Agreement for sale dt.29-12-2005.
- vii) Notification of Maharashtra State Government dt. 31/03/2008,
- viii) Letter dt. 6/06/2009 given by Director Town Planning, Maharashtra State, Pune.
- ix) Permission for sale under section-43 of Bombay Tenancy Act 1948 by SDO, Nashik vide his order No. Tenancy/ S.R/ 71/ 2011,Nasik,dt.24-06-2011.
- x) Revise/Corrected order given by SDO, Nasik vide No. Tenancy/ SR/71/2011/Nasik. dt.15-07-2011.
- xi) Confirmation deed dt.21-12-2011

Assured



- xii) Development Agreement and General Power of Attorney dt. 21/12/2011
- xiii) Sale deed & Confirmation deed dt.22-12-2011
- xiv) N. A. Order has given by Collector of Nashik. Vide No. MAHA/KAKSH-3/4/NA-Letter No. /442/2012, Nashik dt. 29/10/2012.
- xv) Commencement Certificate given by Nasik Municipal Corporation vide there letter No. LND/BP/Panch/C-1/665/3770 dt. 29/11/2013.
- xvi) Sale Deed Dt. 06/01/2014 & 09/01/2014.
- xvii) Measurement Sheet / Map approved by Deputy Superintendant of Land Record Office vide no Atitatadi/Bigarsheti/M. R. N. 1113/2014 dt. 26/12/2014.
- xviii) Registered Mortgage deed dt. 27/03/2014 at Sr. No. 2433-2014.
- xix) Registered Mortgage deed dt. 07/11/2015 at Sr. No. 6935-2015

1) HISTORY OF S. No. 256/2 area admeasuring 16,000.00 Sq. Mtr.

- a] Mutation Entry No. 6040 dt.18-10-1951 shows that partition were taken place among Bhika Ganpati Magar & others as per said partition area of S.No.256/2 has been given in the share of Shri. Bhika Ganpati Magar & area of S.No.256/3 has been given in the share of Shri. Laxman Mahadu Magar Shri. Bhika Ganpati Magar owned & possessed said property up to year 1961.
This fact is Evident from M.E.No.6040 dt.18-10-1951
- b] Indian coinage Act was enacted at village level.
This fact is Evident from M.E.No.12378 dt.19-05-1971
- c] Charge of Award of Shri. Gopal Anant Shivade & Shri. Narayana Govind Shivade were entered in other rights column of Survey No. 256/2 & 256/3. But the said charge has been enterer more than 12 years ago hence deleted from other right column.
This fact is Evident from M.E.No.21303 dt.04-01-1985
- d] On 24-06-1961 Shri.Bhika Ganpati Magar died, he left behind him his legal heirs, Daughter's- Sau.Ekadashi Baburao Boraste, Dagdabai Aba Jundare, Son-Dhondiram, jairam And legal heirs of Late Shri.Namdeo his Wife- Rajubai, Son-Sanjay, Daughters' Muktabai & Sunita minor through their mother Rajubai.
This fact is Evident from M.E.No.21608 dt.08-05-1985
- d] Remark of Excess land has been entered in other rights column of 7/12 extract of S.No.256/2 & 256/5. Additional Collector & Competent authority ULC, Nasik revised previous order of his predecessor & deleted the remark of Excess area vide Order No.ULC/A-1/ 4114/227,dt.22-06-2005.
This fact is Evident from M.E.No. 56119 dt.02-09-2006
- e] At village level for S.No.256,Hissa form No.12 were prepared & applicable to said S.No.by letter of Taluka Inspector, Land record office vide No.L.R./Pot hissa No.689/09 dt.13-11-2009 with the letter of Tahasildar, Nasik vide No.Adhi/ Abhi/Kavi/2036/2009 dt.19-11-2009 as per following way,



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As per 7/12 extract

S. No.	Hissa No.	Area H R	Owner
256	2	1.62	Dhondiram Bhikaji Magar & others
256	3	1.62	Tarabai Sopan Magar & others

As per Hissa Form No.12

S. No.	Hissa No.	Area H R	Owner
256	2	1.62	Dhondiram Bhikaji Magar
256	3	1.62	Tarabai Sopan Magar & others

This fact is Evident from M.E.No.66229 dt.11-01-2010

- f) Owner of Survey No. 256/2 and 256/5 repaid the whole loan amount of Nandur-Manur Vividh Karyakari Seva Sanstha, hence charge was deleted from other rights column of 7/12 extract.

This fact is Evident from M.E.No.71623 dt.22-07-2011

- g] On 06-12-2004 Smt.Ekadashi Baburao Boraste died. She left behind her legal heirs, Son-Dattatraya, Hiranman & Anil, Daughter Sau.Vijaya Shivaji Varungase.

This fact is Evident from M.E.No.78613 dt. 31/03/2012

- h] On 21-12-2005 respective Owner of S.No.256/2 Shri. Dhondiram Bhikaji Magar & others were executed Development Agreement & General Power of Attorney in favour of M/s. Viraj Estates Pvt. Ltd. said deed were registered with Sub-Registrar,Nasik-4 at Sr.No.7781 & 7782.

- i] On 29-12-2005 Shri.Karan Rajendra Shah & Shri.Chaturbhai Vanadas Patel purchased area admeasuring H 1.60 R from S.No.256/2 & area admeasuring H 0.89 R from S.No.256/5 from Shri.Dhondiram Bhikaji Magar & others. i.e. respective owners of above said property. Said agreement for sale was not duly stamped, hence purchaser produced it before Collector of Stamps, Nasik. Said deed is impound under section 33 of the Bombay Stamp Act & properly / duly stamped on dt. 05-12-2011.

Subsequently On 21-12-2011 said agreement for sale was confirmed by owner & executed confirmation deed in favour of purchaser. Said deed was registered with Sub-Registrar,Nasik-5 at Sr.No.10088 dt.22-12-2011.

Accused



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Accordingly the owners of the property executed sale deed on 21-12-2011 with the consent of M/s.Viraj Estates Pvt. Ltd. Said Sale deed is registered with Sub-Registrar, Nashik-5 at Sr.No.10089. As per said sale deed purchaser's share from respective property is described as follows,

S. No.	Area		Owner
	H	R	
256/2	1.60		Karan Rajendra Shah
256/5	0.59		Karan Rajendra Shah
256/5	0.30		Chaturbhai Vanadas Patel

This fact is Evident from M.E.No.77927 dt.04-04-2012

2) HISTORY OF S. No. 256/3 area admeasuring 8,100.00 Sq. Mtr.

- a] Mutation Entry No. 6040 dt.18-10-1951 shows that partition were taken place among Bhika Ganpati Magar & others as per said partition area of S.No.256/2 has been given in the share of Shri.Bhika Ganpati Magar & area of S.No.256/3 has been given in the share of Shri.Laxman Mahadu Magar.
This fact is Evident from M.E.No.6040 dt.18-10-1951
- b] Shri.Ramchandra Kisan Magar was owned & possessed said property till the year 1995.Shri.Ramchandra Kisan Magar was the tenant of S.No.256/3 & others. He purchased said land by order of Additional Collector & Competent authority by their order dated 30-08-51 U/s 32 G of Bombay Tenancy Act 1948 from Shri.Laxman Mahadu Magar.
This fact is Evident from M.E.No.8081 dt.13-01-1952
- c] Tahashildar Nashik had issue 32M certificate to tenant Shri.Ramchandra Kisan Magar, as he had repaid the remaining amount of purchase. Hence name of owner Shri.Laxman Mahadu Magar was deleted from other rights column.
This fact is Evident from M.E.No.11271 dt.15-02-1969
- d] Indian coinage Act was enacted at village level.
This fact is Evident from M.E.No.12378 dt.19-05-1971
- e] Charge of Award of Gopal Anant Shivade & Narayana Govind Shivade were entered in other rights column of Survey No. 256/2 & 256/3. The said charge has been entered before 12 years ago hence deleted from other right column.
This fact is Evident from M.E.No.21303 dt.04-01-1985
- f] On 27-09-2005 Sau.Alka Dinkar Gavali & Shivaji Yashwant Magar executed confirmation deed for Development Agreement dt.22-09-2005. Said confirmation deed & General power of Attorney were executed in favour of M/s.Viraj Estates Pvt. Ltd. before Sub-Registrar, Nashik-5 at Sr.No.4271 & 4272.
This fact is Evident from M.E.No.21608 dt.08-05-1985



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- g] Area of S.No.256/3 was declared as excess area by order of Additional Collector & Competent authority, Nasik. Accordingly said remark was entered in other rights column of 7/12 extract.

This fact is Evident from M.E.No.29154 dt.19-09-1992

- h] On 13-12-1995 Shri.Ramchandra Kisan Magar died, he left behind him his legal heirs, Son-Madhukar & Sopan, Daughter-Sau. Bijalabai Ramdas Pingale.

This fact is Evident from M.E.No.33869 dt.10-01-1996

- i] On 05-03-1996 Shri.Sopan Ramchandra Magar died, he left behind him his legal heirs, Wife-Tarabai, Son- Mangesh & Nilesh, Daughter-Yogita.

This fact is Evident from M.E.No.34626 dt.25-07-1996

- j] On 22-09-2005 the Owner of S.No.256/3 Shri. Madhukar Ramchandra Magar & others were executed Development Agreement & General Power of Attorney in favour of M/s.Viraj Estates Pvt. Ltd. through their director, said deed were registered with Sub-Registrar, Nasik-2 at Sr.No.4231 & 4232.

- k] Remark of Excess land was entered in other rights column of 7/12 extract of S.No.256/3 & other S.No's. As per competent Authority & Additional Collector revise previous order of his predecessor & delete the remark of Excess area by his order No.ULC/A3/794/3, Nasik dt.24-06-2005.

This fact is Evident from M.E.No.56528 dt.07-11-2006

- l] At village level for S.No.256, Hissa form No.12 were prepared & applicable to said S.No.by letter of Taluka Inspector, Land record office vide No.L.R./Pot hissa No.689/09 dt.13-11-2009 with the letter of Tahasildar, Nasik vide No.Adhi/Abhi/Kavi/2036.2009 dt.19-11-2009 as per following way,

As per 7/12 extract

S. No.	Hissa No.	Area H R	Owner
256	2	1.62	Dhondiram Bhikaji Magar & others
256	3	1.62	Tarabai Sopan Magar & others

Anuradha Mogal Patil



As per Hissa Form No.12

S. No.	Hissa No.	Area		Owner
		H	R	
256	2	1.62		Dhondiram Bhikaji Magar
256	3	1.62		Tarabai Sopan Magar & others

This fact is Evident from M.E.No.66229 dt.11-01-2010

- m] On 05-12-2005 Shri.Karan Rajendra Shah, Sau.Meena Mohanlal Chauhan, & Shri.Chaturbhai Vanadas Patel purchased area admeasuring H 0.81 R from S.No.256/3, 256/4, 256/6 from Shri. Madhukar Ramchandra Magar & others, i.e. respective owners of property with the consent of M/s. Viraj Estates Pvt. Ltd. said agreement for sale was not duly stamped, hence purchaser produced it before Collector of Stamps, Nasik. Said deed was impound under section 33 of the Bombay Stamp Act & said deed was duly stamped on 05-12-2011.

Subsequently on 21-12-2011 said agreement for sale was confirmed by owner of S.No.256/3,256/4,256/6 and were executed confirmation deed in favour of purchaser. Said deed was registered with Sub-Registrar,Nasik-5 at Sr.No.10066 dt.22-12-2011.

Accordingly the owners of the property executed sale deed on dated 21-12-2011 with the consent of M/s.Viraj Estates Pvt. Ltd. Said Sale deed is registered with Sub-Registrar, Nasik-5 at Sr.No.10067. As per said sale deed purchaser's share from respective property is described as follows,

S. No.	Area		Owner
	H	R	
256/3	0.81		Meena Mohanlal Shah
256/4	0.59		Meena Mohanlal Shah
256/3	0.81		Karan Rajendra Shah
256/4	0.31		Karan Rajendra Shah
256/6	0.90		Chaturbhai Vanadas Patel

This fact is Evident from M.E.No.77928 dt.04-04-2012

- 3) As per letter dt. 06/06/2009 given by Director Town Planning, Maharashtra State Pune, vide No. Special Scheme - Nashik / Survey No. 256 Part/ T.P.V.-4 / 3573 dt. 06/06/2009 by referring notification of Maharashtra State Government, 31/03/2008, allowed conversion of Industrial Zone in to Residential Zone. Hence there is no restriction on use of Land for Residential Purpose accordingly Collector of Nashik has given Non Agricultural Permission for Residential use.
- 4) On dt. 31/12/2013 M/s. Jaikumar Constructions LLP through its partner Shri. Manoj Jaikumar Tibrewala purchase North side Non Agricultural area admeasuring H 1.00 R i.e. 10,000 Sq. Mtr. from area H 1.60 R out of total area admeasuring H 1.62 R from



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from Survey No. 256/2 and purchased North side Non Agricultural area admeasuring H 0.60 R i.e. 6,000 Sq. Mtr. from H 0.81 R out of total area admeasuring H 1.62 R from Survey No. 256/3 lying and situated at Nashik by registered Sale Deed from Mr. Karan Rajendra Shah. Said Sale Deed is registered with Sub-Registrar Nashik - 3 at Sr. No. 182-2014 dt. 06/01/2014.

This fact is Evident from M.E.No.92016 dt.11-02-2014

- 5) On dt. 31/12/2013 M/s. Jaikumar Constructions LLP through its partner Shri. Manoj Jaikumar Tibrewala purchased South side Non Agricultural area admeasuring H 0.60 R i.e. 6,000 Sq. Mtr. from area H 1.60 R out of total area admeasuring H 1.62 R from Survey No. 256/2 and purchased South side Non Agricultural area admeasuring H 0.21 R i.e. 2,100 Sq. Mtr. from H 0.81 R out of total area admeasuring H 1.62 R from Survey No. 256/3 lying and situated at Nashik by registered Sale Deed from Mr. Karan Rajendra Shah. Said Sale Deed is registered with Sub-Registrar Nashik - 3 at Sr. No. 284-2014 dt. 09/01/2014.

This fact is Evident from M.E.No.92017 dt.11-02-2014

- 6) On dt. 25/03/2014 M/s. Jaikumar Constructions LLP through its partner availed project loan facility from State Bank of India, Satpur, Nashik Branch by mortgaging subject property with the said bank. Said Mortgage Deed is registered with Sub-Registrar Nashik-3 at Sr. No. 2433-2014 dt. 27/03/2014

This fact is Evident from M.E.No. 92901 dt.25-04-2014

- 7) The respective owners of Survey No. 256/1 to Survey No. 256/8 made an application for the admeasurements of total area of Survey No. 256 and accordingly Tahsildar Nashik gave his order vide no Adhi/Kavi/3243/2014 Dated 20/12/2014 and Deputy Superintendant of Land Record Office gave his order vide no/Nashik/Du.Ra.No. 807/14 Dated 24/11/2014. Hence at village Nashik record of right has been corrected after obtaining permission from Collector Nashik vide no Masha/Kaksha-3/4/NA Letter No./442/2012, Nashik Dated 29/10/2012. Hence Kami Jasta Patrak is applicable and old survey no 256/2 and 256/3 is renumbered as Survey No. 256/2 to 6/1 area admeasuring 10755.00 Sq. Mtr. and Survey No. 256/2 to 6/6 area admeasuring 12225.00 Sq. Mtr. is owned and possessed and shown in the name of M/s. Jaikumar Constructions LLP, partnership firm.

This fact is Evident from M.E.No.96263 dt.26-02-2015



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- 8) On dt. 07/11/2015 M/s. Jaikumar Constructions LLP through its partner availed project loan facility from State Bank of India, Satpur, Nashik Branch by mortgaging subject property with the said bank. Said Mortgage Deed is registered with Sub-Registrar Nashik-3 at Sr. No. 6935-2015 dt. 07/11/2015
This fact is Evident from M.E.No. 99363 dt.11-12-2015

OBSERVATION

On perusal of above documents & during study of all records given by applicant to me, I found that, subject to charge of Project loan of State Bank of India, Satpur, Nashik Branch, on area admeasuring 12,225.00 Sq. Mtr. out of Survey No.256/2 to 6/6 lying and situated at Nashik, property in question is clear, marketable, and free from all encumbrances.

TITLE CERTIFICATE

In view of & subject to the above observation & From all the above papers & documents shown to me, I certified that the said property in question is clear, Marketable & free from all encumbrances.

Thanking You,



Your's faithfully

Anuradha Mogal Patil
28/5/16

(Anuradha Mogal Patil)
Advocate