इतर पावती

Original/Duplicate

Saturday,15 April 2017 2:42 PM

नोंदणी कं. :39म

Regn.:39M

पावती क्रं.: 2984 दिनांक: 15/04/2017

गावाचे नाव: वलवाडी धुळे नगरपालीका क्षेत्र

दस्तऐवजाचा अनुक्रमांक: दलन1-0-2017

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अँड सुभाष जी विसपुते

वर्णन अर्ज क्रमांक-1386/2017 मोजे वलवाडी सर्व्हे नंबर 150/2 प्लॉट नंबर 20 प्लॉट नंबर 1533चौ मी शोध साठी वर्षे 1988 ते 2017 एकूण वर्षे 30 शोध फी 750/-

SEARCHFEE	रु. 750.00
एकूण:	रु. 750.00

Sub Registrar Dhule 1

1): देयकाचा प्रकार: By Cash रक्कम: रु 750/-

TITLE REPORT

P. No. 6-A, Vishal Estate,
Near Rashtrawadi Bhawan,
Station Road, Dhule.
Cell : +9194215 38853
email : adv.vispute@gmail.com

Subhash G. Vispute
Advocate & Notary

Date: 19/04/2017.

1.	Name and address of the Branch to whom the title report is given	**To,** **The Manager,** **Union Bank of India** **Br. Deopur, Dist. Dhule.**
2.	Name of the Account and details of the Applicants / Borrowers.	**Adinath Infrastructure through its partners:-** **1) Sau. Sangita Sushil Raka.** **2) Mr. Prakash Kapurchand Kotecha.** **3) Mr. Sachin Prakash Kotecha.** **4) Mr. Rahul Prakash Kotecha.** **5) Mr. Anilkumar Vijay Kotecha.** **6) Sau. Vrushali Sandip Bramhecha.** All R/o. At Dhule, Tal. & Dist. Dhule. Cell: 93269 55222. 95619 35988.
3.	Full Description of Property 3.1 NATURE OF IMMOVEABLE PROPERTY (Please describe the property details here properly. General and vague description should be avoided)	**Plot No. 20, area adm. 1533.00 Sq. Mtrs; out of S. No.150/2, situated at Walwadi, Tal. & Dist. Dhule.** Area: 1533.00 Sq. Mtrs. Boundaries EAST : 9 Mtrs; Road. WEST : Plot Nos. 15 to 19. SOUTH : 12 Mtrs; Road. NORTH : Part of Adj. Approved S. No. 145.
	3.2 i) Survey No. ii) Hissa No. iii) Gat No. iv) Town Survey No. v) Khasra No. vi) Patta No. vii) Khatha No. viii) Plot No. (local name of the field a applicable including sub-division should be mentioned)	S. No. 150/2. Plot No. 20.
	3.3 Number/Identification details as per building map/plan (Mentioned here numbers like flat number etc. mentioned as per map/plan in the case of flats/condominium/apartments)	Plot No. 20, area adm. 1533.00 Sq. Mtrs; out of S. No.150/2, situated at Walwadi, Tal. & Dist. Dhule
	3.4 Extent of Property (Please mention as described in document/ title deed and show it in Sq. Ft. also)	Plot No. 20, adm. 1533.00 Sq. Mtrs. (16495.08 Sq. Feet)

	3.5 Name/s of the Owner/s (full description of the owner/s should be given)	Adinath Infrastructure through its partners:- 1) Sau. Sangita Sushil Raka. 2) Mr. Prakash Kapurchand Kotecha. 3) Mr. Sachin Prakash Kotecha. 4) Mr. Rahul Prakash Kotecha. 5) Mr. Anilkumar Vijay Kotecha. 6) Sau. Vrushali Sandip Bramhecha.
	3.6 Nature of Ownership • Freehold • Lease hold (mention the residual lease) • License • Undivided Interest (mention the share) • Trust property (mention whether the borrower is a trustee or beneficiary) • Assignee/ Grantee of Govt. • Cultivating Tenant • Title only by possession (mention whether adverse possession/or others) • As a member/share holder of society • As a mortgage • As a servient owner of easement right • Any other (please mention the nature of ownership here)	Freehold.
4.	Tracing of title The Advocate submitting the opinion should give a flow chart for 30 year title ordinarily. In the event it is not possible, it should be at least for a period of 13 years given reasons why 30 years is not possible in terms of circular IC No. 61 18 dated 15th November 2000. The flow chart ideally should be as follows: First owner | Second owner | Borrower It should be clearly brought out how ownership came to be acquired by each of the owners both predecessor in interest and successor.	As below. **Since the year of 1984.** Nago Bhila Mali. ⇩ Lata Chandrakant Lad. ⇩ Smita Atul Ajmera. ⇩ Chandrakant Kashinath Kele. ⇩ **Adinath Infrastructure through its partners:-** **1) Sau. Sangita Sushil Raka.** **2) Mr. Prakash Kapurchand Kotecha.** **3) Mr. Sachin Prakash Kotecha.** **4) Mr. Rahul Prakash Kotecha.** **5) Mr. Anilkumar Vijay Kotecha.** **6) Sau. Vrushali Sandip Bramhecha.**
5.	Title deeds/ document details under which ownership is acquired.	

	Name/ Nature of deed	Details like Regn. Etc.
First owner	Nago Bhila Mali.	Original owner.
Second owner	Lata Chandrakant Lad	By Regd. Sale Deed, dated 31/05/1984.
Third owner	Smita Atul Ajmera.	By Regd. Sale Deed, dated 18/12/1990.

		Fourth owner	Chandrakant Kashinath Kele.	By Regd. Sale Deed, dated 30/11/1996.
		Borrowers	Adinath Infrastructure **through its partners:-** 1) Sau. Sangita Sushil Raka. 2) Mr. Prakash Kapurchand Kotecha. 3) Mr. Sachin Prakash Kotecha. 4) Mr. Rahul Prakash Kotecha. 5) Mr. Anilkumar Vijay Kotecha. 6) Sau. Vrushali Sandip Bramhecha	Sale Deed, dt. 11/05/2012, vide Reg. Sr. No. 3203/2012.
6.	List of encumbrances 1) Nature of encumbrance • Change under contract • Mortgage • Negative Lien • Lease/tenancy • Right of Maintenance/reversions • Charge by operation of Law • Preemption rights • Right to specific performance under an agreement to sell. • Liens/first charge under laws • Right of reversion to Government • Lies- pendent 2) Name of the person in whose favour encumbrance is subsisting. 3) Date on which encumbrance has come into existence.	No Subject property is free from all charges and encumbrances.		
7.	View on encumbrance In the case of encumbrance, the advocate should clearly opine as to – • How for such an encumbrance would affect the value of the property. • Any permission/approvals are required for the Bank to create security. • The extent to which Bank's security would be jeopardized because of encumbrance.	N.A.		
8.	Regulatory issues : Clearly Provide the following details – • Whether the property is affected by Land Ceiling Law • Whether the property is affected by Land fragmentation Law • Whether the property is affected by	No		

	Forest Law • Whether the property is affected by Planning Law • Whether the property is affected by **Urban Land Ceiling Law** • Whether the property is affected by rent restriction/control Law • Whether the property is affected by Environment Law • Whether the property is affected by user restrictions under Municipal/revenue Law • Any other regulatory issue relating to property such as requirement of permission from Development Authority under Law relating to industrial parks. Advocate has to give a report clearly that property is not subject any regulatory issues, if nothing above is applicable.	
9.	View on regulatory hurdles. If the property is affected by regulatory issues, the Advocate has to give a clear view, as to – • How for such an encumbrance would affect the value of the property. • Any permission/approvals are required for the Bank to create security • The extent to which be jeopardized because of encumbrance. Manner and cost of removal of encumbrance	No
10.	List of documents/deeds provided to the Advocate and perused by Him. (The Advocate has to give full description of the documents received and perused by him one by one)	1. 7/12 extracts dated 15/03/2017. 2. Mutation Entries dated 15/03/2017. 3. Ownership Extract dated 15/03/2017.
11.	List of documents found out, while examining the deeds as above and in the search in the offices of registrar/ revenue authorities affecting the property and examined. (Advocate should take out certified copies and examine the same in the case of documents found out by him during examination as above in column 9)	**1)** Original Sale Deed dated 11/05/2012, vide Regd. Sr. No. 3203/2012 of subject property. **2)** Index II, dated 11/02/2012. **3)** N. A. Order No. B/Desk-I/ NASR/ 68-11/Kavi/874/11, dated 12/03/2012. **4)** Approved Lay-out Plan of S. No. 150/2, approved by Town Planner Dhule, vide its letter No. 822, dated 09/09/2011. **5)** Commencement Certificate issued by Adarsh Grampalika Walwadi, Dhule, dated 04/03/2017, vide resolution No. 5, dated 27/02/2017. **6)** Approved Construction Plan, approved by Adarsh Grampalika

		Walwadi, Tal. & Dist. Dhule and also approved by Town planner, Dhule, vide its letter No. 299, dated 22/02/2017. **7)** Mutation Entries of last 30 Years. (True Copy) **8)** Ownership extracts dated 15/03/2017.
12.	List of further documents called for, examined and perused. • Advocate should provide the list of further documents asked for and examined. • In case further documents are not necessary, the Advocate should make a statement here that further documents are not necessary.	**1)** Original Sale Deed dated 11/05/2012, vide Regd. Sr. No. 3203/2012 of subject property. **2)** Index II, dated 11/02/2012. **3)** N. A. Order No. B/Desk-I/ NASR/ 68-11/Kavi/874/11, dated 12/03/2012. **4)** Approved Lay-out Plan of S. No. 150/2, approved by Town Planner Dhule, vide its letter No. 822, dated 09/09/2011. **5)** Commencement Certificate issued by Adarsh Grampalika Walwadi, Dhule, dated 04/03/2017, vide resolution No. 5, dated 27/02/2017. **6)** Approved Construction Plan, approved by Adarsh Grampalika Walwadi, Tal. & Dist. Dhule and also approved by Town planner, Dhule, vide its letter No. 299, dated 22/02/2017. **7)** Mutation Entries of last 30 Years. (True Copy). **8)** Ownership extracts dated 15/03/2017.
3.	Whether the documents examined are duly stamped as per the Stamp Act. (Advocate should clearly state as to whether the documents are duly stamped are not as per stamp etc.)	Yes
14.	Whether the Registration endorsements are in order. (Advocate should clearly state as to whether registration endorsements are regular)	Yes
15.	Certificate of examination – (The Advocate has to give certificate as follows: "This is to certify that I have examined each and every page of the documents required for giving the title clearance certificate and do not find that transactions under the documents sham and fictitious")	"This is certify that I have examined each and every page of the documents required for giving the title clearance certificate and do not find that transactions under the documents sham and fictitious"
16.	Certificate of title – Title Clearance Certificate should be as	"This is to certify that the title to the property of the borrower is clear and

	follows – "This is to certify that the title to the property of the borrower is clear and marketable without any further act on the part of borrower" OR "This is to certify that the title to the property of the borrower is clear and marketable, if the following acts/deeds are done or caused to be done – 1. ..... 2. ..... 3.	marketable without any further act on the part of borrower."
17.	List of documents to be deposited for creating the mortgage by deposit of title deeds.	The charge can be created by way equitable mortgage if original sale deed is available else **Simple Registered Mortgage Deed** be executed in respect of the subject properties.
18.	Any other suggestion or Advice to protect the security interest of the Bank.	It is advised to execute Registered Mortgage for better security of the loan advances. It is advised to obtain an undertaking from the party that he has not availed any financial assistance from any financial institution or the Patpedhi nor has submitted the extract of the subject to any financial institution or the Patpedhi.

Flow of Title:

a) That the Mutation Entry No. 3897 dated 31/05/1984 shows that on 31/05/1984, Lata Chandrakant Lad was purchased S. No. 150/2, area adm. 1 H – 20 R from Nago Bhila Mali by Regd. Sale Deed for the consideration amount of Rs. 25,000/-. Therefore S. No. 150/2 was recorded in the name of Lata Chandrakant Lad. Accordingly Mutation Entry No. 3897 was duly certified in the revenue records.

b) That the Mutation Entry No. 10447 dated 20/12/1990 shows that on 18/12/1990, Sau. Smita Atul Ajmera was purchased S. No. 150/2, area adm. 1 H – 20 R + P. K. 0 H – 01 R from Lata Chandrakant Lad by Regd. Sale Deed for the consideration amount of Rs. 90,000/-. Therefore S. No. 150/2 was recorded in the name of Sau. Smita Atul Ajmera. Accordingly Mutation Entry No. 10447 was duly certified in the revenue records.

c) That the Mutation Entry No. 17376 dated 05/06/1997 shows that on 30/11/196, Chandrakant Kashinath Kele was purchased S. No. 150/2, area adm. 1 H – 20 R + P. K. 0 H – 01 R from Smita Atul Ajmera by Regd. Sale

Deed for the consideration amount of Rs. 1,40,000/-. Therefore S. No. 150/2 was recorded in the name of Chandrakant Kashinath Kele. Accordingly Mutation Entry No. 17376 was duly certified in the revenue records.

d) That the Mutation Entry No. 17566 dated 14/08/1997 shows that Chandrakant Kashinath Kele was taken loan of Rs. 14,99,000/- from The Merchant Co-Op. Bank Ltd; Dhule and created charge by way of Equitable Mortgage over the S. No. 150/2. Accordingly Mutation Entry No. 17566 was duly certified in the revenue records

e) That the Mutation Entry No. 41517 dated 14/03/2012 shows that Chandrakant Kashinath Kele applied for convert the S. No. 150/2 from agricultural use to non-agricultural use and as per the order of Hon'ble Collector, Dhule, vide its order No. B/Desk-I/ NASR/68-11/Kavi/874/11, dated 12/03/2012, the S. No. 150/2 was converted from agricultural use into non-agricultural use for residential purpose. Accordingly Mutation Entry No. 41517 was duly certified in the revenue records.

f) That the Mutation Entry No. 42878 dated 04/12/2012 shows that as per the order of Hon'ble Collector, Dhule, vide its order No. B/Desk-I/ NASR/68-11/Kavi/874/11, dated 12/03/2012, the S. No. 150/2 was converted for non-agricultural use therefore as per the letter No. B/Desk-I/NASR/Kavi/343/12, dated 06/11/2012 and as per the letter of Hon'ble Tahsildar Dhule, vide its letter No. Gavthan/Kavi/4582/2012, dated 01/12/2012, N.A. Sanad was approved for the S. No. 150/2. Accordingly Mutation Entry No. 42878 was duly certified in the revenue records.

g) That the Mutation Entry No. 31167 dated 06/07/2006 shows that Chandrakant Kashinath Kele was repaid the loan amounts of Rs. 14,99,000/- to The Merchants Co-Op. Bank Ltd; Dhule, therefore encumbrance of above cited Bank was deleted from the S. No. 150/2. Accordingly Mutation Entry No. 31167 was duly certified in the revenue records

h) That the Mutation Entry No. 42897 dated 05/12/2012 shows that 1) Sau. Sangita Sushil Raka, 2) Mr. Prakash Kapurchand Kotecha, 3) Mr. Sachin Prakash Kotecha, 4) Mr. Rahul Prakash Kotecha, 5) Mr. Anilkumar Vijay Kotecha and 6) Sau. Vrushali Sandip Bramhecha are purchased Plot No. 20, area 1533.00 and other thirteen Plots out of S. No. 150/2 from Chandrakant Kashinath Kele by Regd. Sale Deed for the consideration amount of Rs. 60,61,000/-. Therefore Plot No. 20, area adm. 1533.00 Sq. Mtrs; out of S. No.150/2 has recorded in the name of 1) Sau. Sangita Sushil Raka, 2) Mr. Prakash Kapurchand Kotecha, 3) Mr. Sachin Prakash Kotecha, 4) Mr. Rahul Prakash Kotecha, 5) Mr. Anilkumar Vijay Kotecha and 6) Sau. Vrushali

Sandip Bramhecha. Accordingly Mutation Entry No. 42897 duly certified in the revenue records.

I have perused Original copy of Sale Deed of subject property, dated 11/05/2012, vide Reg. Sr. No. 3203/2012, which shows that 1) Sau. Sangita Sushil Raka, 2) Mr. Prakash Kapurchand Kotecha, 3) Mr. Sachin Prakash Kotecha, 4) Mr. Rahul Prakash Kotecha, 5) Mr. Anilkumar Vijay Kotecha and 6) Sau. Vrushali Sandip Bramhecha are purchased Plot No. 20, area 1533.00 and other thirteen Plots out of S. No. 150/2 from Chandrakant Kashinath Kele by Regd. Sale Deed for the consideration amount of Rs. 60,61,000/-. Therefore they are Regd. owners of subject property.

i) That the Mutation Entry No. 43283 dated 11/02/2013 shows that 1) Sau. Sangita Sushil Raka, 2) Mr. Prakash Kapurchand Kotecha, 3) Mr. Sachin Prakash Kotecha, 4) Mr. Rahul Prakash Kotecha, 5) Mr. Anilkumar Vijay Kotecha and 6) Sau. Vrushali Sandip Bramhecha are entered into partnership and executed partnership deed under the name and style of Adinath Infrastructure. Therefore name of partnership firm has recorded in the revenue records of Plot No. 20 out of S. No. 150/2. Accordingly Mutation Entry No. 43283 duly certified in the revenue records.

j) On 04/03/2017 applicants are taken permission from Adarsh Grampalika Walwadi, Tal. & Dist. Dhule for making construction over the subject property and said authority has approved said construction plan and Town planer Dhule, also approved said construction plan of 21 tenements and commercial shops, vide its letter No. 299, dated 22/02/2017.

k) That the other rights column of subject property does not shows any encumbrances over the subject property.

l) That the applicants **Adinath Infrastructure through its partners:- 1) Sau. Sangita Sushil Raka, 2) Mr. Prakash Kapurchand Kotecha, 3) Mr. Sachin Prakash Kotecha, 4) Mr. Rahul Prakash Kotecha, 5) Mr. Anilkumar Vijay Kotecha and 6) Sau. Vrushali Sandip Bramhecha** are co-owners of subject property and today also their names are appearing on the 7/12 extract of subject property i.e. Plot No. 20, area adm. 1533.00 Sq. Mtrs; out of S. No.150/2, situated at Walwadi, Tal. & Dist. Dhule, as co-owners.

There is no legal impediment for the execution of Mortgage in favour of Bank.

It is advised to obtain an undertaking from the party that they have not availed any financial assistance from any financial Institution or the Credit Society/Patpedhi, nor has submitted the extract of the subject property to any financial institution or the Patpedhi.

It is also advised to obtain an undertaking from the party that subject property is not the subject matter of any litigation pending before any Court of Law.

I have enclosed therewith the search receipt of the office of Sub-Registrar Dhule, Dist. Dhule.

That the said report has been carried out on the basis of the papers scrutinized by me & all the papers are returned herewith.

Thanking you.

Yours Faithfully



Date 20/04/2017

Signature of the Advocate

Name of the Advocate: Adv. Subhash G. Vispute

Cell No. : 94215 38853.