



PADMAKAR GOVINDRAO SONAR
(ADVOCATE) B.A.L.L.B.

OFFICE : FG-11, Thakkar Bazzr's, New CBS, Tryambak Naka, NASIK - 422002.
MOBILE : 9823548987

Date : 23rd MAY 2018

T I T L E S E A R C H R E P O R T

Sau. Nipa Dharmendra Metalia asked me for taking search of the above said non agriculture plots property & for said purpose she has paid Rs. 750-00 by Receipt No. 6166, dated : 22-05-2018 to the Joint Sub Registrar, Class-II, Nasik-4. The Joint Sub Registrar, Class-II, Nasik-4 has issued receipt for the same. Sau. Nipa Dharmendra Metalia has prepared her project file for loan purpose and hence, she is in need of above said Title Search Report. Thus, I have prepared this Title Search Report only for purpose of approval of her file through any financial institution.

(1) NAME OF THE SOCIETY : KAMDHENU CO-OP. HOUSING SOCIETY LTD., NASIK.
THROUGH IT'S CHAIRMAN
Society Having it's Registration No. :
NSK / (NSK) / HSG / (TC) / 5638 / 2015, Dated : 16-10-2015.

(2) NAME OF PRESENT MEMBER : SAU. NIPA DHARMENDRA METALIA.

(3) DESCRIPTION OF THE PROPERTY :

All that piece and parcel of the non-agricultural plot, bearing Plot Nos 2+6+7, totally admeasuring 1401-64 Sq. Mtrs. out of Survey No. 28/2-1+5/2/28-4+55/1A/1, situated at village Kamathwade, Taluka & District Nashik, within limits of Nasik Municipal Corporation, Nashik and Registration and Sub Registration Taluka & District Nashik, having N. A. Assessment of Rs.1065-23 paise and jointly bounded as follows :-

On or towards

East - By Plot No. 1 of S. No. 28/2.
West - By open space.
North - By 18-00 Mtrs. D. P. Road and open space.
South - By Plot Nos. 5, 8 and 07-50 Mtrs. colony road.

Together with existing rights of easements, access, ways, common roads, open spaces with right of ownership.

(4) DOCUMENTS PRODUCED BEFORE ME FOR ISSUING THIS TITLE SEARCH REPORT :-

- 1) 7/12 Extracts from 1988 to 2018.
- 2) Mutation entries (6-D Entries), since 1988 to 2018.
- 3) 8 (4) order and Ceiling statement issued in the name of the land owner.
- 4) Testimonials of society formation.
- 5) N. A. Orders issued by the Collector, Nashik and the Layout Final Letters issued by the Nashik Municipal Corporation, Nashik.
- 6) Development Agreement and General Power of Attorney executed by the land owner in favour of the Developer.
- 7) Registered sale deeds of present owner - Kamdhenu Co-op. Housing Society Ltd., Nasik.
Through it's Chairman - Sau. Nipa Dharmendra Metalia.
- 8) Other related revenue records / permissions and papers.



(5) OBSERVATIONS AND FINDINGS :-

On the request of Sau. Nipa Dharmendra Metalia, R/o Flat No. 9, Ami bansari Heights Apartment, Ashwin Nagar, Ashwin Sector, New CIDCO, Nashik - 422 009, I had investigated the record of above mentioned non-agricultural plot property for issuing this Title Search Report. For this purpose, she has collected 7/12 extracts and 6-D Entries of early 30 years, which he has received from Talhathi Office Kamathwade and Tahasil Office, Nashik.

This title report is issued on the strength of the documents produced before me by Sau. Nipa Dharmendra Metalia and my observations and findings are as under.

M. E. No. 577, dated 12-11-1969 shows that the Government of Maharashtra enforced the Weights and Measurement Act and Indian Coinage Act in the State of Maharashtra and as per the order of the Special District Inspector, Land Records, Nashik has changed the measurements into " Decimal System " and the same is entered in the Hissa Form No. 12 accordingly.

M. E. No. 810, dated : 5-4-1972 shows that joint owners - Mr. Chimanrao Balaji Tidke, Mr. Vitthalrao Balaji Tidke, Mr. Ghamanrao Balaji Tidke partitioned their ancestral property amongst themselves. Hence, the Survey Nos. 30/1, 31/1A, 31/2. has been effected for the same.

M. E. No. 1642, dated 19-01-1992 relates with this property and owner - Mr. Lahanu Ramchandra Matale died on 08-12-1990 leaving behind him following legal heirs, namely,

<u>Sr. No.</u>	<u>Name of the owner</u>	<u>Age</u>	<u>Relation with deceased.</u>
1)	Lakhubai Lahanu Matale	40	Wife.
2)	Shivaji Lahanu Matale	20	Son.
3)	Balu Lahanu Matale	8	Son.
4)	Chababai Hanumant Ghule	19	Daughter.
5)	Meerabai Popat Medge	18	Daughter.
6)	Bijabai Lahanu Matale	10	Daughter.

M. E. No. 1645, dated : 24-01-1992 shows that land admeasuring H. 00-85 R purchased by Mr. Arjun Ramchandra Khetwani and other four have purchased the above said property from Mr. Lahanu Ramchandra Matale, Anandibai Ramchandra Matale, Dhondyabai Baburao Chavan, Jijabai Laxman through their General Power of Attorney holder - Mr. Lahanu Ramchandra Matale by sale deed dated : 06-06-1088. Hence, their names were mutated in the owners column of 7/12 extract of this property.

M. E. No. 1670, dated : 28-03-1992 relates with S. No. 28 and shows that Mr. Ganpat Punjaji Salunkhe has sold the above said land to the following persons, namely as given below :-

<u>S. No.</u>	<u>Survey No.</u>	<u>Name of purchaser</u>
1)	28/2/2	- Jayesh Sheth Bhanuprasad Indulal Sheth
2)	28/2/3	- Dinkar Krishna Mahabal. Jayram Dinkar Mahabal.

Hence, their names were mutated in the owners column of 7/12 extract of this property.

M. E. No. 1793, dated : 14-07-1993 shows that S. No. 28/4 have been purchased by Mr. Dattatraya Vishwanath Talekar and others from Mr. Khandu Punjaji Salukhe and others and with the consent of Mr. Satish Madhukar Rahane by sale deed dated : 30-04-1993 and hence, their names were mutated in the owners column of 7/12 extract of this property.

M. E. No. 2790, dated 20-12--1998 relates with S. No. 28/2/1+5/2 and 28/4 and shows that the joint owners have prepared the lay out of land and said lay out is approved and sanctioned by Asst.



Director Town Planning, Nashik Municipal Corporation, Nashik, vide its letter No. : Town Planning Dept / Final / CIDCO / B-1 / 30, Dated : 30-11-1999. Also, the Hon'ble Collector of Nashik has converted the said land into non-agricultural use vide its order No : MAH / Kasha - 3 / Bi. She. P. Kra. / 355 / 1997, dated 13-08-1997. By virtue of those permissions, said land has divided into independent various plots.

M. E. No. 3670, dated : 15-12-2002 relates with Plot No. 2, out of S. NO. 28/2/1+5/2/28/4 and shows that it owns by Mr. Ganpat Punja Salukhe and he has died leaving behind him legal heirs. As legal heirs given an application for the said purpose, but, their names were not mutated, hence, they have given another application for the said purpose and hence, their names were mutated in the owners column of the 7/12 extract of the above said property.

M. E. No. 3713, dated : 05-02-2013 relates with Plot No. 2, out of S. NO. 28/2/1+5/2/28/4 and shows that it owns by Mr. Rajendra Namdeo Suryawanshi, Popat Dadaji Deore has purchased the above said property from Mr. Khandu Punja Salukhe and fourteen others through their General Power of Attorney holder - Mr. Chandrashekhar Babulal Shah and with the consent of M/s. Viraj Estates Pvt. Ltd., By sale deed and hence, their names were mutated in the owners column of 7/12.

M. E. No. 3732, dated : 27-02-2013 relates with S. No. 55/1A and shows that Amabad Kamathawade Vividha Karyakari Seva Sahakari Society has charge on the above said property and it has been revoked as the owner has repaid the loan amount with interest. Hence, as per letter of the above said society the said charge has been revoked.

M. E. No. 3921, dated : 28-11-2003 relates with S. NO. 55/1A and shows that it owns by Mr. Arjun Ramchandra Khetwani and Chababai Hanumant Ghule's name appeared in the other rights column and she has no any legal heirs and only husband, hence, her husband has given written consent letter to the authority, after death of Chababai, hence, name of her has revoked from the other rights column.

M. E. No. 3952, dated : 31-12-2003 relates with S. No. 55/1A and shows that Mr. Arjun Ramchandra Khetwani and other four have purchased the above said property from Dhondyabai Baburao Chavan, Jijabai Laxman Kasbe and Meerabai Popat Medne through their General Power of Attorney holder - Mr. Lahanu Ramchandra Matala by sale deed dated : 06-06-1088. Unfortunately, these three were not deleted from the 7/12 extract after the above said deed / transaction. Hence, after new application and copy of sale deed has given, then, their names were deleted from the owners / column of the 7/12 extract of the above said property.

M. E. No. 3960, dated : 04-01-2004, relates with S. No. 55/1A, 55/1A/2, 3, 4 & 5 and shows that the above said property owns by Mr. Arjun Ramchandra Khetwani and others the above said joint owners have prepared the lay out of land and said lay out is approved and sanctioned by Asst. Director Town Planning, Nashik Municipal Corporation, Nashik, vide its letter No : Town Planning Dept / Final / B/ 4 / 83, Dated : 05-01-2004. Also, the Hon'ble Collector of Nashik has converted the said land into non-agricultural use vide its order No : MAH / Kasha-3 / 4 / Bi.She.P.Kra./4/73/2003, Dated : 12-01-2004. The N. A. order is applicable only for area admeasuring 8388-00 Sq. Mtrs. By virtue of those permissions, said land has divided into independent various plots.

M. E. No. 4033, dated : 24-04-2004 related with Plot Nos. 6 and 7 out of S. No. 55/1A/1 and shows that Mr. Popatrao Dadaji Deore and there others have purchased the above said property from Mr. Arjun Ramchandra Khetwani and others ten and with the consent of Mr. Keshav Khandu Chinchore by sale deed dated : 25-02-2004.

M. E. No. 11280, dated 25-01-2014 relates with the above said property i. e. Plot Nos. 2, 6 & 7 and shows that it owns by Mr. Popatrao Dadaji Deore died on 11-12-2013 leaving behind him following legal heirs, namely,

Sr. No.	Name of the owner	Age	Relation with deceased.
1)	Madalasa Popat Deore	53	Wife.
2)	Pritish Poatrao Deore	33	Son.
3)	Priyanka Amol Savkar	30	Daughter.



M. E. No. 12119, dated 02-06-2015 relates with above said property i. e. Plot Nos. 2, 6 & 7 and shows that it owns by Madalasa Popat Deore, Pritish Poapatrao Deore and Priyanka Amol Savkar. However, Madalas Popat Deore and Priyanka Amol Deore have unanimously released their rights on the above said property by executing the released deed in favour of Mr. Pritish Popatrao Deore.

M. E. No. 12346, dated 08-11-2015 relates with above said property i. e. Plot No. 2 and shows that Mr. Rajendra Namdeo Suryawanshi and Mr. Pritish Poapatrao Deore have unanimously sold this plot to Kamdhenu Co-op. Housing Society Ltd., Nasik through it's Chairman – Sau. Nipa Dharmendra Metalia by sale deed dated : 06-11-2015 and said sale deed has been registered in the office of the Joint Sub Registrar, Class-II, Nasik-4 at Sr. No. 7416, dated : 07-11-2015.

M. E. No. 12347, dated : 08-11-2015 relates with above said property i. e. Plot No. 6 and 7 and shows that Mr. Rajendra Namdeo Suryawanshi and three others have unanimously sold these tow plots to Kamdhenu Co-op. Housing Society Ltd., Nasik through it's Chairman – Sau. Nipa Dharmendra Metalia by sale deed dated : 06-11-2015 and said sale deed has been registered in the office of the Joint Sub Registrar, Class-II, Nasik-4 at Sr. No. 7417, dated : 07-11-2015.

M. E. No. 12721, relates with above said property i. e. Plot Nos. 2, 6 and 7 and shows that it owns by Kamdhenu Co-op. Housing Society Ltd., Nasik through it's Chairman – Sau. Nipa Dharmendra Metalia and as per her application there three plots were amalgamated and new S. No. 28/2-1+5/2/28-4+55/1A/1 and new Plot no. 2+6+7 is appeared.

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

(6) SEARCH OF INDEX-II RECORDS :-

I have taken search of Index-II registers since last thirty years in the Sub Registrar, Nasik office. Some registers were in torn conditions, some were not available for search. Hence, I have taken search of Index-II registers which were available for search in those offices. No adverse effect has been found during the course of search.

(7) OPINION :-

In consistence with the above observations, I am of the opinion that title of the aforesaid holder to the aforesaid property is clear, negotiable and marketable without any charge, encumbrance or defect and Kamdhenu Co-op. Housing Society Ltd., Nasik through it's Chairman – Sau. Nipa Dharmendra Metalia is empowered to construct and sell the constructed premises on the said property and execute the agreement of sale and proceeds thereof.



PADMAKAR GOVINDRAO SONAR
(ADVOCATE)