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पत्र सावती

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सावती नाव:

देवकाबा अनुक्रमिक नवम-0-2018

देवकाबा प्रकार

सादर करणाऱ्याचे नाव: श्रेष्ठ. आशिष रामपूर, रा. नागपूर

वर्णन शोधन क्र. 1522, गौजा बॅन्ड, 1 ख. नं. 252/4, प्लॉट नं. 137, बापो. घर नं. 138, सिटी यार्ड नं. 1408, सिट
नं. 82/44 शोध वर्ष 2006 ते 2018, एकूण (13 वर्ष)

SEARCHFEE

रु. 325.00

एकूण:

रु. 325.00

NGP4

1); देवकाबा प्रकार By Cash रकम: रु. 325/-

सह मुख्य निबंधक, को-2
नागपूर शहर क. 4

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Advocate

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TITLE REPORT

TO WHOMSOEVER IT MAY CONCERN

Under instructions from my clients (1) SHRI. SHRIKANT S/o ARVIND MATEGAONKAR, (PAN - AASPM7949J); (2) SHRI. PRASHANT S/o ARVIND MATEGAONKAR, (PAN - AXKPM0801E) AND (3) SHRI. NISHIKANT S/o ARVIND MATEGAONKAR, (PAN - ACDPM8337K), All Residents of Plot No. 137, Shraddhanandpeth, Bajaj Nagar, Nagpur-440010, Tahsil and District - NAGPUR, Acting through his duly constituted Attorney M/S. SHRIVARI PROPERTIES, A Partnership Firm having its Office at Bajaj Nagar, Nagpur and acting through its Partners (1) SHRI. SADANAND S/o MADHAVORAO KOKATE, (PAN - AHXPK1406G), Resident of Plot No. 54, Pandurang Gawande Lay-out, Telecom Nagar, Nagpur-440022, Tahsil and District - NAGPUR; (2) SHRI. VITTHAL S/o RAMCHANDRA BAJIRAO, (PAN - AFUPB9196D) Resident of 40, Bajaj Nagar, Nagpur-440010, Tahsil and District - NAGPUR; AND (3) SHRI. PRABHAKAR S/o NILKANTH AYALWAR (PAN-ABGPA3654D) Resident of 47, Dhanvantri Nagar, Dighori, Nagpur, Tahsil and District - NAGPUR and my findings are as under :

(1) THAT ALL THAT Piece and Parcel of land bearing Plot No. 137, containing by admeasurement 646.80 Sq. Mtrs. being a portion of the entire land bearing Kh. No. 252/4 of Mouza - LENDHRA, bearing Corporation House No. 138, City Survey No. 1408 and Sheet No. 82/49, situate at Shraddhanandpeth, Bajaj Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74 in Tahsil and District - NAGPUR, Originally belonged to Shri. Govind S/o Narhar Mategaonkar, having purchased the same by him from Shri. Vitthal S/o Govind Kamat, by a Sale Deed Dated 1-2-1930, which is duly registered in the Office of the Sub Registrar, Nagpur, in Addl. Book No. 1, Volume No. III on Page 90 at Serial No. 72 (P) on even date.


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(2) THAT the said Shri. Govind S/o Narhar Mategaonkar lateron constructed a Residential House on the said Plot No. 137, bearing Corporation House No. 138, City Survey No. 1408 and Sheet No. 82/49 of Mouza - LENDHRA in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur.

(3) THAT the said Shri. Govind S/o Narhar Mategaonkar left for heavenly abode on 24-02-1965, leaving behind him, his 3 Sons 1) Shri. Shriram S/o Govind Mategaonkar, 2) Shri. Arvind S/o Govind Mategaonkar and 3) Shri. Jagannath S/o Govind Mategaonkar, being his the only legal heirs, who inherited their share in the said property by way of intestate succession.

(4) THAT the aforesaid Mategaonkar Brothers namely 1) Shri. Shriram S/o Govind Mategaonkar, 2) Shri. Arvind S/o Govind Mategaonkar and 3) Shri. Jagannath S/o Govind Mategaonkar lateron mutually partitioned their aforesaid property in between them on 12-7-1966 and according to said Partition Deed All that Piece and parcel of land containing by admeasurement 260.12 Sq.Mtrs. comprising the Southern Portion of Plot No. 137 Togetherwith the Double Storeyed Residential House standing thereon covering a Built-up area of 67.35 Sq.Mtrs. was allotted to the exclusive share of Shri. Shriram S/o Govind Mategaonkar absolutely forever with heritable and transferable rights therein.

(5) THAT in pursuance of the said mutual Partition Deed Dated 12-7-1966 All that Piece and Parcel of land containing by admeasurement 185.81 Sq.Mtrs. comprising the Middle Portion of the said Plot No. 137 Togetherwith the Residential House standing thereon was allotted to the exclusive share of Shri. Arvind S/o Govind Mategaonkar, absolutely forever with heritable and transferable rights therein and by the said mutual Partition of the remaining portion i.e. Northern Portion of the said Plot No. 137 containing by admeasurement 222.96 Sq.Mtrs. Togetherwith the Residential House standing thereon was allotted to the exclusive share of Shri. Jagannath S/o Govind Mategaonkar, absolutely forever with heritable and transferable rights therein. As a result therefore the aforesaid Mategaonkar Brothers respectively became the Owners of their respectively portions so allotted to them with heritable and transferable rights therein.

(6) THAT the said Shri. Shriram S/o Govind Mategaonkar lateron transferred his aforesaid Southern Portion out of the said property containing by admeasurement 260.12 Sq.Mtrs. to his Brother Shri. Arvind S/o Govind Mategaonkar, by a Sale Deed Dated 11-08-1988, which is duly Registered in the

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Office of the Sub-Registrar, Nagpur-11 in Addl. Book No. 1, Volume No. 1123 on Pages 1 to 7 at Sr. No. 8543 (P) on even date. As a result therefore the said Shri. Arvind S/o Govind Mategaonkar became the Owner of the said Southern Portion of said Plot No. 137 containing by admeasurement 445.93 Sq.Mtrs. Together with the existing Residential House standing thereon with heritable and transferable rights therein.

(7) THAT during the life time of the said Shri. Jagannath S/o Govindrao Mategaonkar executed his LAST WILL AND TESTAMENT on 28-3-1988 and thereby he gave and bequeathed his portion of the aforesaid property acquired by him in the mutual Partition to his Son Shri. Shrikrishna Alias Kishor Mategaonkar, absolutely forever with heritable and transferable rights therein. The said Shri. Jagannath S/o Govind Mategaonkar left for heavenly abode on 30-7-1998 and consequent upon his death/demise, his aforesaid son Shri. Shrikrishna Alias Kishore Jagannath Mategaonkar became the Owner of the said Northern Portion of Plot No. 137 with heritable and transferable rights therein in terms of the aforesaid WILL Dated 28-3-1988.

(8) THAT during his life time the aforesaid Shri. Shrikrishna Alias Kishor Jagannath Mategaonkar executed his LAST WILL AND TESTAMENT on 8-9-2000 and thereby he gave and bequeathed his aforesaid portion in the said property to his wife Mrs. Asha Shrikrishna Alias Kishor Mategaonkar absolutely forever with heritable and transferable rights therein. The Said Shrikrishna Alias Kishor Mategaonkar left for heavenly abode on 1-3-2002 and consequent upon his death/demise his Widow Smt. Asha Shrikrishna Alias Kishor Mategaonkar has now become the Owner of the aforesaid portion with heritable and transferable rights therein and the same is also accordingly mutated in her name in all relevant records.

(9) THAT the said Shri. Arvind S/o Govind Mategaonkar left for heavenly abode on 18-04-2002 and his Wife also died on 27-04-2001 and consequent upon his death, his share out of the said property comprising the Southern Portion containing by admeasuring North-South 16.25 Mtrs. and East-West 24.00 Mtrs. equal to 390 Sq. Mtrs. devolved upon his Sons namely (1) SHRI. SHRIKANT S/o ARVIND MATEGAONKAR, (2) SHRI. PRASHANT S/o ARVIND MATEGAONKAR AND (3) SHRI. NISHIKANT S/o ARVIND MATEGAONKAR, jointly by way of intestate succession, being the only legal heirs of the deceased. As a result therefore the aforesaid Owners have now become an exclusive, absolute and full Owners of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in their joint names in all relevant records.


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(10) THAT the total area of the said Plot No. 137 is available on site is 888.89 Sq.Mtrs. However as per the City Survey records the area of the said Plot No. 137 is shown and mutated as 646.80 Sq.Mtrs. and therefore it is essential for the benefit of the Parties to correct the area under their respective possession according to the records of the City Survey Department and accordingly a Gift Deed was executed between 1) Shri Shrikant S/o Arvind Mategaonkar, 2) Shri. Nishikant S/o Arvind Mategaonkar, 3) Shri. Prashant S/o Arvind Mategaonkar, the Grantors abovenamed and Smt. Asha Wd/o Late Shri. Shrikrishna Alias Kishor Mategaonkar on 9-9-2015, which is duly Registered in the Office of the Sub-Registrar Nagpur-4 in Book No. 1 at Sr. No. 4482 on even date and as per the said Gift Deed donate/Gift and area of 49.68 Sq.Mtrs. to Smt. Asha Wd/o Late Shri. Shrikrishna Alias Kishor Mategaonkar and according to the said Gift Deed Dated 9-9-2015 the corrected area of the Grantors in abovenamed is admeasuring North-South 15.90 Mtrs. and East-West 24.00 Mtrs. equal to 381.60 Sq.Mtrs. comprising the Southern Portion of the Plot No. 137 and Area under the possession of Smt. Asha Wd/o Late Shri. Shrikrishna Alias Kishor Mategaonkar is North-South 11.05 Mtrs. and East-West 24.00 Mtrs. equal to 265.20 Sq.Mtrs. comprising the Northern Portion of the Plot No. 137.

(11) THAT the said 1) Shri Shrikant S/o Arvind Mategaonkar, 2) Shri. Nishikant S/o Arvind Mategaonkar, 3) Shri. Prashant S/o Arvind Mategaonkar have now jointly decided to develop the aforesaid property into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartment therein. And accordingly by an Agreement of Development and Sale Dated 15-09-2015, which is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 4631 And a Deed of Correction to the aforesaid Agreement of Development is also executed on 17-10-2017 which is duly is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 5476 and also a Deed of Correction to the aforesaid Agreement of Development is also executed on 15-01-2018, which is duly is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 289. The Grantors has entrusted the entire work of Development of the said property to **M/S. SHRIVARI PROPERTIES** upon the several terms and conditions contained therein.

(12) THAT the Grantors have Purchased the T.D.R. of 250.00 Sq. Mtrs. from Shri. Nilkanthrao S/o Pisaram Gujar and 2 others by a Transfer Deed Dated 21-01-2016, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 454 on even date and also Purchased the T.D.R. of

50.00 Sq. Mtrs. from Shri. Shrihari S/o Gopalrao Muley and others by a by a Transfer Deed Dated 21-01-2018, which is duly Registered in the Office of the Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 455 on even date and load the said T.D.R. of 300.00 Sq. Mtrs. while sanctioning the Building Plan of the propose Building.

(13) THAT the said 1) Shri Shrikant S/o Arvind Mategaonkar, 2) Shri. Nishikant S/o Arvind Mategaonkar, 3) Shri. Prashant S/o Arvind Mategaonkar, have now decided to develop the aforesaid property into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein. And accordingly by an Agreement of Development and Sale Dated 15-09-2015, which is duly is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 4631 And a Deed of Correction to the aforesaid Agreement of Development is also executed on 17-10-2017, which is duly is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 5476 and also a Deed of Correction to the aforesaid Agreement of Development is also executed on 15-01-2018, which is duly is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 289. The Vendor has entrusted the entire work of Development of the said property to **M/S. SHRIVARI PROPERTIES** upon the several terms and conditions contained therein.

(14) THAT accordingly the said **M/S. SHRIVARI PROPERTIES** has prepared a Plan of a Multistoreyed Building proposed to be constructed on the said Plot No. 137 of land and to be known and styled as "RADHE GOVIND NIWAS" and the same is duly sanctioned by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide his Building Permit No. 36/BP/Lendhra/tp/N.M.C./188 Dated 06-06-2017.

(15) THAT the aforesaid Owner has submitted the said entire property to the provisions of the Maharashtra Apartment Ownership Act, 1970 which is duly Registered in the Office of the Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 1823 on 27-03-2018.

(16) THAT I have verified all the relevant Index entries from the books and records kept and maintained in the Office of the Joint Sub-Registrar, Nagpur for the period 2006 to 2018 by depositing a necessary fees vide Receipt No. 2716 Dated 10-04-2018 and found that the aforesaid entire property is absolutely free from encumbrances of all kinds whatsoever and that the present Owner thereof hold good, valid and marketable title thereto.


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(17) THAT naturally therefore any prospective buyer who desires to purchase the Undivided proportionate share and interest in the said Plot No. 137 Togetherwith a Built-up space in a Multistoreyed Building proposed to be constructed thereon and to be known and styled as "RADHE GOVIND NIWAS" shall also acquire equally good, valid and marketable title thereto on obtaining a proper and duly Registered Sale Deed from the present Owner.

(18) THAT it is needless to mention here that on obtaining such Sale Deed, such buyer can very well mortgage her/his property to any Financial Institution by way of security for the repayment of Housing Loan, if any advanced to her/him.

NAGPUR :

DATED : 17-04-2018


ASHISH M. NAGPURE
Advocate
(ASHISH. M NAGPURE)
Advocate