VIVEK K. KOLTE
B.Com, LL.B.
ADVOCATE

55, "Gulmohar" Atrey Layout Pratap Nagar
Nagpur-22
2223197, 9822200828

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Inspection / verification of Records of landed property at Registrar / Sub-Registrar's Office Nagpur

Sub : Verification of records of landed property at Registrar / Sub-registrar's office Nagpur

This is to confirm that I have visited the Registrar / Sub-registrar's office at Hingana on 29.08.2018) and verified the details of the property owned by M/s Mahalaxmi Buildcon thorugh its Partners Shri Anish Bhawarilalji Chhajed, Shri Rahul Jagdish Bondre and Shri Atul Premchand Tajpuriya, R/o Nagpur. The property details are as under :

1) All the piece and parcel of land bearing Kh. No. 160, containing by admeasurements 1.48 Hector R., Bhogwatdar Class-I, Revenue Rs. 4.13, of Mouza Kotewada, P. H. No. 72, situated at Village Kotewada, Within the limit of Grampanchayat Kotewada, Tahsil Hingana and District Nagpur and is bounded as under:-

TOWARDS EAST	:	Kh. No. 155
TOWARDS WEST	:	Kh. No. 165
TOWARDS NORTH	:	Kh. No. 161/3
TOWARDS SOUTH	:	Kh. No. 159 and Road

2) All the piece and parcel of land bearing Kh. No. 161/2, containing by admeasurements 1.26 Hector R., Bhogwatdar Class-I, Revenue Rs. 4.81, of Mouza Kotewada, P. H. No. 72, situated at Village Kotewada, Within the limit of Grampanchayat Kotewada, Tahsil Hingana and District Nagpur and is bounded as under:-

TOWARDS EAST	:	Kh. No. 153
TOWARDS WEST	:	Kh. No. 163 & 164
TOWARDS NORTH	:	Kh. No. 161/4
TOWARDS SOUTH	:	Kh. No. 161/3

3) All the piece and parcel of land bearing Kh. No. 161/3, containing by admeasurements 1.25 Hector R., Bhogwatdar Class-I, Revenue Rs. 4.81, of Mouza Kotewada, P. H. No. 72, situated at Village Kotewada, Within the limit of Grampanchayat Kotewada, Tahsil Hingana and District Nagpur and is bounded as under:-

TOWARDS EAST	:	Kh. Nos. 155 & 153/2
TOWARDS WEST	:	Kh. No. 164
TOWARDS NORTH	:	Kh. No. 161/2
TOWARDS SOUTH	:	Kh. No. 160

4) All the piece and parcel of land bearing Kh. No. 153/2, containing by admeasurements 3.12 Hector R., Bhogwatdar Class-I, Revenue Rs. 7.74, of Mouza Kotewada, P. H. No. 72, situated at Village Kotewada, Within the limit of Grampanchayat Kotewada, Tahsil Hingana and District Nagpur and is bounded as under:-

TOWARDS EAST	:	Nala
TOWARDS WEST	:	Kh. No. 161
TOWARDS NORTH	:	Kh. No. 153/2
TOWARDS SOUTH	:	Kh. No. 155 & 154

VIVEK K. KOLTE ADVOCATE & NOTARY NAGPUR

CHALLAN

MTR Form Number-6

GRN	MH005595739201819E	BARCODE		Date	29/08/2018-19:09:25	Form ID	
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Search Fee Other Items			TAX ID (If Any)			
				PAN No.(If Applicable)			
Office Name	NGP7_JT NAGPUR NO 7 SUB REGISTRAR			Full Name	ADV VK KOLTE		
Location	NAGPUR						
Year	2018-2019 From 01/01/2005 To 29/08/2018			Flat/Block No.			
Account Head Details		Amount In Rs.		Premises/Building			
0030072201 SEARCH FEE		350.00		Road/Street			
				Area/Locality			
				Town/City/District			
				PIN			
				Remarks (If Any)			
				KHASRA NO. 160 161/2 161/3 153/2 P H 72 MOUZA KOTEWADA			
Total		350.00		Amount In Words	Three Hundred Fifty Rupees Only		
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	00040572018082984863	IK00SUHFY5
Cheque/DD No.				Bank Date	RBI Date	29/08/2018-19:09:48	Not Verified with RBI
Name of Bank				Bank-Branch		STATE BANK OF INDIA	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9822200828

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागु आहे. इतर कारणांसाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागु नाही.

Print Date 29-08-2018 07:09:48

VIVEK K. KOLTE ADVOCATE & NOTARY NAGPUR

Further, I certify as under :

1. That there are no prior charges over the said property and M/s Mahalaxmi Buildcon thorugh its Partners Shri Anish Bhawarilalji Chhajed, Shri Rahul Jagdish Bondre and Shri Atul Premchand Tajpuriya are the absolute owner of the said property as per the records made available to me and which forms the part of record are verified by me in the Registrar / Sub-registrar's Office.

OR

2. That as per the records available at Registrar / Sub-registrar's office, the property is mortgaged / charged to :

Date of Document	Description of the Document	In whose favour	Amount mentioned in the document
NA	NA	NA	NA

Place :Nagpur

Date : ____.08.2017 **Signature of the Advocate**

LEGAL SCRUTINY REPORT

A.**DESCRIPTION OF THE DOCUMENTS SCRUTINISED** :-

Sr. No.	Date of Document	Name of Document	Whether original/ Certified
1	20.06.2018	Sale Deed	Copy
2	05.06.2018	Sale Deed	Copy
3	05.06.2018	Sale Deed	Copy
4	05.06.2018	Sale Deed	Copy
5	13.08.2018	NMRDA Permission for layout	Copy
6		Layout Map	Copy
7	20.08.2018	7/12 Extract	Copy
8	17.07.2018	7/12 Extracts	Copy

B. **DESCRIPTION OF THE PROPERTY**:-

1) All the piece and parcel of land bearing Kh. No. 160, containing by admeasurements 1.48 Hector R., Bhogwatdar Class-I, Revenue Rs. 4.13, of Mouza Kotewada, P. H. No. 72, situated at Village Kotewada, Within the limit of Grampanchayat Kotewada, Tahsil Hingana and District Nagpur and is bounded as under:-

TOWARDS EAST	:	Kh. No. 155
TOWARDS WEST	:	Kh. No. 165
TOWARDS NORTH	:	Kh. No. 161/3
TOWARDS SOUTH	:	Kh. No. 159 and Road

2) All the piece and parcel of land bearing Kh. No. 161/2, containing by admeasurements 1.26 Hector R., Bhogwatdar Class-I, Revenue Rs. 4.81, of Mouza Kotewada, P. H. No. 72, situated at Village Kotewada, Within the limit of Grampanchayat Kotewada, Tahsil Hingana and District Nagpur and is bounded as under:-

TOWARDS EAST	:	Kh. No. 153
TOWARDS WEST	:	Kh. No. 163 & 164
TOWARDS NORTH	:	Kh. No. 161/4
TOWARDS SOUTH	:	Kh. No. 161/3

VIVEK K. KOLTE ADVOCATE & NOTARY NAGPUR

3) All the piece and parcel of land bearing Kh. No. 161/3, containing by admeasurements 1.25 Hector R., Bhogwatdar Class-I, Revenue Rs. 4.81, of Mouza Kotewada, P. H. No. 72, situated at Village Kotewada, Within the limit of Grampanchayat Kotewada, Tahsil Hingana and District Nagpur and is bounded as under:-

TOWARDS EAST	:	Kh. Nos. 155 & 153/2
TOWARDS WEST	:	Kh. No. 164
TOWARDS NORTH	:	Kh. No. 161/2
TOWARDS SOUTH	:	Kh. No. 160

4) All the piece and parcel of land bearing Kh. No. 153/2, containing by admeasurements 3.12 Hector R., Bhogwatdar Class-I, Revenue Rs. 7.74, of Mouza Kotewada, P. H. No. 72, situated at Village Kotewada, Within the limit of Grampanchayat Kotewada, Tahsil Hingana and District Nagpur and is bounded as under:-

TOWARDS EAST	:	Nala
TOWARDS WEST	:	Kh. No. 161
TOWARDS NORTH	:	Kh. No. 153/2
TOWARDS SOUTH	:	Kh. No. 155 & 154

C. **TRACING OF TITLE** :-

KHASRA NO. 160

It is observed that All the piece and parcel of land bearing Kh. No. 160, containing by admeasurements 1.48 Hector R., Bhogwatdar Class-I, Revenue Rs. 4.13, of Mouza Kotewada, P. H. No. 72, situated at Village Kotewada, Within the limit of Grampanchayat Kotewada, Tahsil Hingana and District Nagpur originally belonged to Shri Ramaji Fakiraji Ashtankar being his separate property.

It is observed that the said Shri Ramaji Fakiraji Ashtankar left for heavenly abode on 08.11.1995 and consequent upon his death/demise the said property devolved upon his widow Smt. Gangubai Ramaji Ashtrankar, 5 sons namely Shri Prakash Ramaji Ashtankar, Shri Namdeo Ramaji Ashtankar, Shri Dnyandeo Ramaji Ashtankar, Shri Madhukar Ramaji Ashtankar and Shri Krishna Ramaji Ashtankar and only daughter namely Mrs. Asha Suresh Lambat jointly by way of intestate succession, being the only legal heirs of the deceased and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 130 dated 05.01.2007.

It is observed that during the course of time the aforesaid Co-owner Shri Krishnarao Ramaji Ashtankar left for heavenly abode on 11.09.2014 and consequent upon his death/demise, his undivided share in the said property devolved upon his widow Smt. Rajani Krishnarao Ashtankar, 2 sons namely Shri Amit Krishnarao Ashtankar and Shri Sumit Krishnarao Ashtankar and only daughter Mrs. Shubhangi Prasad Deshpande jointly by way of intestate succession, being only legal heirs of the deceased and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 409 dated 25.11.2014.

It is observed that out of the said co-owners namely Smt. Gangubai Ramaji Ashtankar, Shri Prakash Ramaji Ashtankar, Shri Madhukar Ramaji Ashtankar, Mrs. Asha Suresh Lambat, Smt. Rajani Krishnarao Ashtankar, Shri Amit Krishnarao Ashtankar, Shri Sumit Krishnarao Ashtankar and Mrs. Shubhangi Prasad Deshpade lateron jointly relinquished their respective share, rights, title, share and interest in the said property to Shri Namdeo Ramaji Ashtankar and Shri Dnyandeo Ramaji Ashtankar by a Relinquished Deed dated 28.01.2015 which is duly registered in the office of Sub-Registrar, Hingana at Sr. No. 520 on even date.

VIVEK K. KOLTE ADVOCATE & NOTARY NAGPUR

It is observed that in pursuance of the order of Nayab Tahsildar, Hingana passed in the Revenue Case No. 40/SRV-43/2017-18 dated 22.05.2018, the names of plaintiff therein Shri Vilas Motiram Chafale, Mrs. Roshani Anil Kawadkar and Mrs. Rekha Gorakhnath Rode are recorded on the land bearing Survey No. 160 and 137. In terms of which land admeasuring 0.26 Hectare out of total land admeasuring 1.48 Hectares is recorded in the name of said plaintiff and the same is accordingly recorded in the Revenue Records vide Ferfar Entry No. 577 dated 05.06.2018. As a result therefore the Shri Namdeo Ramaji Ashtankar and Shri Dnyandeo Ramaji Ashtankar now become the joint owners of land admeasuring 1.22 Hectares and Shri Vilas Motiram Chafale, Mrs. Roshni Anil kawadkar and Mrs. Rekha Gorakhnath Rode jointly now becomes an exclusive, absolute and full co-owners of land admeasuring 0.26 Hectare out of the said property.

It is observed that the said Shri Namdeo Ramaji Ashtankar, Shri Dnyandeo Ramaji Ashtankar, Shri Vilas Motiram Chafale, Mrs. Roshni Anil kawadkar and Mrs. Rekha Gorakhnath Rode lateorn sold out the Survey No. 160 having an area of 1.48 Hectare by way of sale to M/s Mahalaxmi Buildcon through its Partners by a Sale Deed dated 20.06.2018 which is duly registered in the office of Sub-Registrar, Hingana at Sr. No.2659 dated 20.06.2018.

KHASRA NO. 161/2

It is observed that All the piece and parcel of land bearing Kh. No. 161, containing by admeasurements 3.76 Hector R., Bhogwatdar Class-I, Revenue Rs. 3.76, of Mouza Kotewada, P. H. No. 72, situated at Village Kotewada, Within the limit of Grampanchayat Kotewada, Tahsil Hingana and District Nagpur originally belonged to Shri Gopala Fakiraji Ashtankar, Shri Sadashiv Fakiraji Ashtankar and Shri Govinda Fakiraji Ashtankar being their separate property.

It is observed that the said Shri Gopala Fakiraji Ashtankar, Shri Sadashiv Fakiraji Ashtankar and Shri Govinda Fakiraji Ashtankar lateron by a Partition Deed dated 16.08.2003 partitioned their said joint property in between them and in terms of which All That piece and parcel of land having an area of 1.25 Hectares comprising Northern Portion of Kh. No. 161 allotted to Shri Gopala Fakiraji Ashtankar. By the said Partition Deed All That piece and Parcel of land having an area of 1.25 Hectare comprising of Southern portion of Kh. No. 161 allotted to Shri Govinda Fakiraji Ashtankar. In pursuance of the said Partition Deed All That piece and parcel of land having an area of 1.26 Hectare comprising of Middle Portion of Kh. No. 161 allotted to the Shri Sadashiv Fakiraji Ashtankar.

It is observed that as per revenue records the said portion having an area of 1.26 Hectare out of Kh. No. 161 belongs to Shri Sadashiv Fakira Ashtankar now renumbered and allotted new Kh. No. 161/2 having an area of 1.26 Hectare.

It is observed that the said Shri Sadashiv Fakira Ashtankar lateorn sold out the Survey No. 161/2 having an area of 1.26 Hectare by way of sale to M/s Mahalaxmi Buildcon through its Partners by a Sale Deed dated 05.06.2018 which is duly registered in the office of Sub-Registrar, Hingana at Sr. No. 2379 dated 05.06.2018.

KHASRA NO. 161/3

VIVEK K. KOLTE ADVOCATE & NOTARY NAGPUR

It is observed that All the piece and parcel of land bearing Kh. No. 161, containing by admeasurements 3.76 Hector R., Bhogwatdar Class-I, Revenue Rs. 3.76, of Mouza Kotewada, P. H. No. 72, situated at Village Kotewada, Within the limit of Grampanchayat Kotewada, Tahsil Hingana and District Nagpur originally belonged to Shri Gopala Fakiraji Ashtankar, Shri Sadashiv Fakiraji Ashtankar and Shri Govinda Fakiraji Ashtankar being their separate property.

It is observed that the said Shri Gopala Fakiraji Ashtankar, Shri Sadashiv Fakiraji Ashtankar and Shri Govinda Fakiraji Ashtankar lateron by a Partition Deed dated 16.08.2003 partitioned their said joint property in between them and in terms of which All That piece and parcel of land having an area of 1.25 Hectares comprising Northern Portion of Kh. No. 161 allotted to Shri Gopala Fakiraji Ashtankar. By the said Partition Deed All That piece and Parcel of land having an area of 1.25 Hectare comprising of Southern portion of Kh. No. 161 allotted to Shri Govinda Fakiraji Ashtankar. In pursuance of the said Partition Deed All That piece and parcel of land having an area of 1.26 Hectare comprising of Middle Portion of Kh. No. 161 allotted to the Shri Sadashiv Fakiraji Ashtankar.

It is observed that as per revenue records the said portion having an area of 1.25 Hectare out of Kh. No. 161 belongs to Shri Govida Fakira Ashtankar now renumbered and allotted new Kh. No. 161/3 having an area of 1.25 Hectare.

It is observed that Shri Govinda Fakiraji Ashtankar left for heavenly abode on 31.03.2010 and consequent upon his death/demise the said property devolved upon his widow Smt. Kusum Govindrao Ashtrankar, 5 sons namely Shri Narendra Govindrao Ashtankar, Shri Rajendra Govindrao Ashtankar, Shri Jayanta Govindrao Ashtankar, Shri Prashant Govindrao Ashtankar and Shri Parag Govindrao Ashtankar and only daughter namely Mrs. Prabha Avinash Chinchkhede jointly by way of intestate succession, being the only legal heirs of the deceased.

It is observed that Smt. Kusum Govindrao Ashtrankar, Shri Narendra Govindrao Ashtankar, Shri Rajendra Govindrao Ashtankar, Shri Jayanta Govindrao Ashtankar, Shri Prashant Govindrao Ashtankar, Shri Parag Govindrao Ashtankar and Mrs. Prabha Avinash Chinchkhede had sought the loan from Allahabad Bank and mortgaged the said property to it by way of security for the repayment of loan. During the course of time the said owners have repaid the entire loan amount together with an interest accrued thereon to the said Mortgagee Bank and got their property freed and discharged from its Mortgage.

It is observed that the said Smt. Kusum Govindrao Ashtrankar, Shri Narendra Govindrao Ashtankar, Shri Rajendra Govindrao Ashtankar, Shri Jayanta Govindrao Ashtankar, Shri Prashant Govindrao Ashtankar, Shri Parag Govindrao Ashtankar and Mrs. Prabha Avinash Chinchkhede lateorn sold out the Survey No. 161/3 having an area of 1.25 Hectare by way of sale to M/s Mahalaxmi Buildcon through its Partners by a Sale Deed dated 05.06.2018 which is duly registered in the office of Sub-Registrar, Hingana at Sr. No. 2378 dated 05.06.2018.

VIVEK K. KOLTE ADVOCATE & NOTARY NAGPUR

KHASRA NO. 153/2

It is observed that All the piece and parcel of land bearing Kh. No. 153/2, containing by admeasurements 3.12 Hector R., Bhogwatdar Class-I, Revenue Rs. 7.74, of Mouza Kotewada, P. H. No. 72, situated at Village Kotewada, Within the limit of

Grampanchayat Kotewada, Tahsil Hingana and District Nagpur originally belonged to Shri Sadashiv Fakiraji Ashtankar being his separate property.

It is observed that the said Shri Sadashiv Fakiraji Ashtankar lateorn sold out the Survey No. 153/2 having an area of 3.12 Hectare by way of sale to M/s Mahalaxmi Buildcon through its Partners by a Sale Deed dated 05.06.2018 which is duly registered in the office of Sub-Registrar, Hingana at Sr. No. 2377 dated 05.06.2018.

It is observed that as a result, the said M/s Mahalaxmi Buildcon through its Partners is the owner of the said Survey Nos.160, 161/2, 161/3 and 153/2 and mutated its name in the records of rights.

It is observed that the said M/s Mahalaxmi Buildcon through its Partners had put the map for sanctioned in NIT which is tentative sanctioned by NIT, Nagpur dated 13.08.2018. It is observed that the final layout map is yet to be sanctioned by NIT.

I further state that the above described property owned M/s Mahalaxmi Buildcon thorugh its Partners Shri Anish Bhawarilalji Chhajed, Shri Rahul Jagdish Bondre and Shri Atul Premchand Tajpuriya and the same can form the subject matter of security and having no encumbrance over the said property and no encumbrance affidavit sworn by the said M/s Mahalaxmi Buildcon thorugh its Partners Shri Anish Bhawarilalji Chhajed, Shri Rahul Jagdish Bondre and Shri Atul Premchand Tajpuriya.

D.EVIDENCE OF POSSESSION :-

As per the documents scrutinized the said M/s Mahalaxmi Buildcon thorugh its Partners Shri Anish Bhawarilalji Chhajed, Shri Rahul Jagdish Bondre and Shri Atul Premchand Tajpuriya are in possession of the said property as per the Sale Deed and mutation effected in the records of rights and Grampanchayat and revenue recrods.

Place :Nagpur

Date :29.08.2018

Signature of the Advocate

Receipt no. MH005595739201819E dated 29.08.2018

VIVEK K. KOLTE
ADVOCATE
&
NOTARY
NAGPUR