CHALLAN

MTR Form Number-6

GRN	MH006200480201920E	BARCODE		Date	11/09/2019-19:10:28	Form ID	

Department	Inspector General Of Registration
Type of Payment	Search Fee Other Items
Office Name	NGR_NAGPUR NO10 RURAL SUB REGISTRAR
Location	NAGPUR
Year	2019-2020 From 01/01/2007 To 11/09/2019

Account Head Details	Amount In Rs.
0030072201 SEARCH FEE	325.00
Total	325.00

Payer Details	
TAX ID (If Any)	
PAN No.(If Applicable)	
Full Name	ADVOCATE R B IRKHEDE
Flat/Block No. Premises/Building	103 MAMA ROAD
Road/Street	DHARAMPETH
Area/Locality Town/City/District	NAGPUR
PIN	4 4 0 0 1 0
Remarks (If Any)	MOUZA GOTAL PANJARI PH NO 38 KHASRA/SURVEY NO 49/2/A SEARCH FOR 13 YEARS
Amount In Words	Three Hundred Twenty Five Rupees Only

Payment Details	STATE BANK OF INDIA
Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK			
Bank CIN	Ref. No.	00040572019091136700	CKK5508501
Bank Date	RBI Date	11/09/2019-19:24:11	Not Verified with RBI
Bank-Branch		STATE BANK OF INDIA	
Scroll No. , Date		Not Verified with Scroll	

Department ID :

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

Mobile No. : 9822362366

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागु आहे. इतर कारणासाठी किंवा नोदंणी न करावयाच्या दस्तासाठी लागु नाही.

R. B. IRKHEDE
M. Com., M.A., M.Phil., LL.B.
ADVOCATE

OFFICE : 103, Shree Apartment, Mama Road, Dharampeth, NAGPUR - 440 010.
Mobile No. : 9822362366
E-mail : advirkhede@gmail.com

RESI. : Plot No. 77, 2nd Canal Road, Dharampeth, NAGPUR - 440 010.
COURT : Room No. 310, 3rd Floor, Nyaya Mandir, NAGPUR - 440 001.

Ref. No.

Date : .....

Dated :- 16-09-2019.

TITLE VERIFICATION AND NON – ENCUMBRANCE REPORT

I, **R. B. IRKHEDE**, (Advocate), Nagpur on having authority, instructions and requirement of **M/s. Waghmare Developers,** a Propitiatory Firm acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare**, Resident of Flat No. 104, Kanchan-Sarita, Ramdaspeth, Nagpur – 440 012, Tahsil and District – Nagpur, hereby prepare "Title Verification and Non - Encumbrance Report" of under mentioned property, relying upon search conducted in Sub - Registrar and Government offices in Nagpur and relying upon original / zerox documents provided by **Shri. Pankaj S/o. Chandrakant Waghmare.**

SCHEDULE OF THE PROPERTY

ALL THAT piece and parcel of **Non-Agricultural land** bearing **Survey / Khasra No. 49/2/A, P. H. No. 38 A,** of **Mouza – Gotal Panjri**, area admeasuring **0.98 Hectares (OR 9800.00 Sq. Mtrs.)** situated within the limits of the Grampanchayat Gotal Panjri, in Tahsil **Nagpur (Rural)** and District **NAGPUR.**

(Hereinafter referred to as the said "plot / property".)

TITLE HISTORY OF THE PROPERTY

The title history of the property shows the following chain of transactions: -

1] **THAT** the land bearing bearing **Survey / Khasra No. 49/2,** (old **Survey / Khasra No. 2013, 2012GH and 2012G)** area admeasuring **2.15 Hectares** of **Mouza – Gotal Panjri,** in Tahsil **Nagpur (Rural)** and District **Nagpur** as per Revenue Record for the year 1952-53 originally belongs to **Shri. Yado Lataray Shinde.** That during the life time of said **Shri. Yadav Lataray Shinde** the area of aforesaid land has been corrected by the Revenue Authority to the area admeasuring **1.60 Hectares.**

2] **THAT** said **Shri. Yadav Lataray Shinde** died intestate and after his death aforesaid entire property devolved upon her legal heirs namely (i) Shri. Gundu S/o. Yadavrao Shinde, (ii) Shri. Satish S/o. Yadavrao Shinde. (iii) Smt. Shashikala WD/o. Yadavrao Shinde (iv) Mrs. Shakuntala Ramdas Kawale, (v) Smt. Bebibai Gajanan Pannase, (vi) Smt. Nirmala Gulabrao Patil, (vii) Smt. Pramila Arun Ghube and (viii) Sumanbai Yadavrao Shinde and accordingly their names duly recorded in Revenue Record of the aforesaid property.

3] **THAT** subsequently in the year 1992 out of the aforesaid legal heirs, legal heirs namely (i) Smt. Shashikala WD/o. Yadavrao Shinde (ii) Mrs. Shakuntala Ramdas Kawale, (iii) Smt. Bebibai Gajanan Pannase, (iv) Smt. Nirmala Gulabrao Patil, (v) Smt. Pramila Arun Ghube and (vi) Sumanbai Yadavrao Shinde released their respective undivided share and interest from the aforesaid property bearing **Survey / Khasra No. 49/2,** area admeasuring **1.60 Hectares** of **Mouza – Gotal Panjri**, in favour of (i) Shri. Gundu S/o. Yadavrao Shinde and (ii) Shri. Satish S/o. Yadavrao Shinde and accordingly the names of Releasors have been deleted from the Revenue Record of the aforesaid property.

4] **THAT** said (i) Shri. Gundu S/o. Yadavtrao Shinde and (ii) Shri. Satish S/o. Yadavtrao Shinde being absolute owner in possession of the aforesaid property bearing **Survey / Khasra No. 49/2,** area admeasuring **1.60 Hectares** of **Mouza – Gotal Panjri**, sold the aforesaid entire property to "Shri Sant Gajanan Maharaj Gruha Nirman Sahakari Sansth Maryadit, Nagpur, bearing Registration No. NGP/HSG/942/84 by Registered Sale Deed Dated 04.12.1992 which is duly registered at the Office of Sub-Registrar, Nagpur, in Addl. Book No. 1 at Volume No. 515 on pages 132 to 137 at Serial No. 5706(P) on even date.

5] **THAT** subsequently said Shri Sant Gajanan Maharaj Gruha Nirman Sahakari Sansth Maryadit, Nagpur, bearing Registration No. NGP/HSG/942/84 through its Secretary Shri. Uttam Narayan Thakre on their turn sold the aforesaid entire land **Survey / Khasra No. 49/2,** area admeasuring **1.60 Hectares** of **Mouza – Gotal Panjri**, in favour of **Smt. Santoshbai W/o. Shriniwasji Kakani** by Registered Sale Deed Dated 19.04.1996 which is duly registered at the Office of Sub-Registrar, Nagpur, in Addl. Book No. 1 at Volume No. 1393 on pages 79 to 86 at Serial No. 2809(P) on even date.

6] **THAT** subsequently said **Smt. Santoshbai W/o. Shriniwasji Kakani** filed one application before Sub-Divisional Officer, Nagpur for correction in area of the aforesaid property and after conduction inquiry in that regard Sub-Divisional Officer, Nagpur, by his order dated 22.03.2012 corrected the area of the aforesaid property and the area which was originally admeasuring **1.60 Hectares** increase to the area admeasuring **1.96 Hectares,** and accordingly the area has been corrected to that effect in the Revenue Record of the aforesaid property.

7] **THAT** subsequently said **Smt. Santoshbai W/o. Shriniwasji Kakani** on her turn sold the aforesaid entire land bearing **Survey / Khasra No. 49/2,** area admeasuring **1.96 Hectares** of **Mouza – Gotal Panjri**, in favour of **(i) Shri. Rameshwar Suganchand Bawankar, (ii) Shri. Mahadeo Vinayakrao Jibkate (iii) M/s. Waghmare Developers,**

acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** by Registered Sale Deed Dated 16.01.2015 which is duly registered at the Office of Sub-Registrar, Nagpur (Rural) No. 7 at Serial No. 650/2015 and as per terms, conditions and covenant of the aforesaid sale deed dated 16.01.2015 the aforesaid purchasers acquired the aforesaid entire land bearing **Survey / Khasra No. 49/2,** area admeasuring **1.96 Hectares (OR 4.843 Acres)** of **Mouza – Gotal Panjri,** in the following proportion.

(i) Shri. Rameshwar Suganchand Bawankar..... 0.40.4 Hectares (1 Acre)
(ii) Shri. Mahadeo Vinayakrao Jibkate ..... 0.40.4 Hectares (1 Acre)
(iii) M/s. Waghmare Developers..... 1.16 Hectares (2.86 Acre)

8] **THAT** subsequently aforesaid **M/s. Waghmare Developers,** acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** out of his own share i. e. admeasuring **1.16 Hectares** sold the land admeasuring **0.18 Hectares** to **Mrs. Sonali W/o. Pankaj Waghmare** by Registered Sale Deed Dated 19.10.2018 which is duly registered at the Office of Sub-Registrar, Nagpur (Rural) No. 10 at Serial No. 9402/2018.

9] **THAT** subsequently aforesaid **(i) Shri. Rameshwar Suganchand Bawankar, (ii) Shri. Mahadeo Vinayakrao Jibkate (iii) M/s. Waghmare Developers,** acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** and **(iv) Mrs. Sonali W/o. Pankaj Waghmare** in order to avoid any confusion, uncertainty, dispute, legal complexity in future divided the aforesaid entire property in between themselves as per their respective share and interest and accordingly they jointly executed a Deed of Partition amongst themselves on dated 20.10.2018. That on the basis of the said Deed of Partition Dated 20.10.2018 they have jointly moved an Application for division of the aforesaid property in between themselves before Hon'ble Tahsildar, Nagpur (Rural). That the **Hon'ble Tahsildar, Nagpur (Rural)** by his Order Dated 05.11.2018 passed in **Revenue Case No. 01/S. R. V.-43/2018-19** divided the aforesaid entire property by metes and bounds as under :-

Survey No.	Area in Hectares	Name of the owners	Bounded as under
49/2	0.40 HR out of 1.96 H.R	**<u>Party No. 1</u>** **(A) Shri. Rameshwar Suganchand Bawankar**	**East :-Survey No. 50 West : Survey No. 50 North : land owned by Party No. 2. South :- Survey No. 49/1.**
	0.40 HR out of 1.96 H.R	**Party No. 1 (B) Shri. Mahadeo Vinayakrao Jibkate**	
	0.18 HR out of 1.96 H.R	**Party No. 1 (C) Mrs. Sonali W/o. Pankaj Waghmare**	
	Total land 0.98 HR	**Party No. 1 (A) + (B) + (C) having their 0.98 HR bounded by**	
	0.98 HR out of 1.96 H.R	**<u>Party No. 2</u>** **M/s. Waghmare Developers,** Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare**	**East :-Survey No. 50 West : Survey No. 50 North : Survey No. 48 South :- land owned by Party No. 1.**

10] **That** as per the said Partition Dated 20.10.2018 and in view of the Order Dated 05.11.2018 passed in **Revenue Case No. 01/S. R. V.-43/2018-19** by the **Hon'ble Tahsildar, Nagpur (Rural)** the aforesaid entire property divided in to two equal part. That the portion of land owned by **M/s. Waghmare Developers,** Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** is renumbered as **Khasra No. 49/2/A** having an area admeasuring **0.98 Hectares** and the portion of land owned **(i) Shri. Rameshwar Suganchand Bawankar, (ii) Shri. Mahadeo Vinayakrao Jibkate** (and **(iii) Mrs. Sonali W/o. Pankaj Waghmare** renumbered as **Khasra No. 49/2/B** having an area admeasuring **0.98 Hectares.** Accordingly Revenue Authority split revenue record in two parts.

11] **THAT** in pursuance of Deed of Partition Dated 20.10.2018 and as per Order Dated 05.11.2018 passed in **Revenue Case No. 01/S. R. V.-43/2018-19** by the **Hon'ble Tahsildar, Nagpur (Rural) M/s. Waghmare Developers,** through its Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** became sole and absolute legal owner in possession of ALL THAT piece and parcel of land bearing **Khasra No. 49/2/A,** having an area admeasuring **0.98 Hectares, Rental Rs. 3.46/- , Class I,** of **Mouza – Gotal Panjri, P. H. No. 38 A** area situated within the limits of the Grampanchayat Gotal Panjri, in Tahsil **Nagpur (Rural)** and District **NAGPUR.**

12] **THAT** lateron **M/s. Waghmare Developers,** Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** decided to develop the said land bearing **Khasra No. 49/2/A,** having an area admeasuring **0.98 Hectares, (OR 9800 Sq. Mtrs.)** in to residential Layout and or for constructing and accordingly filed Application on 11.01.2019 at the office of Nagpur Metro Region Development Authority through Hon'ble Collector, Nagpur, for conversion of aforesaid land bearing **Khasra No. 49/2/A,** having an area admeasuring **0.98 Hectares (OR 9800.00 Sq. Mtrs.)** for Non-Agricultural Use. That considering the same the **Executive Engineer** and *Assistant Engineer* of **Nagpur Metro Region Development Authority** vide its Letter No. 2537 Dated 29.07.2019 approved the proposal and issued Demand for payment of Infrastructure Cost and accordingly the **M/s. Waghmare Developers** paid the said charges on 22.07.2019.

13] **THAT** the **Hon'ble Collector, Nagpur,** subsequently vide order **Dated 19.08.2019** passed in **Revenue Case No. 22 / NAP – 34 / Mouza – Gotalpanjri / 2019 - 2020** converted the said land bearing **Khasra No. 49/2/A,** having an area admeasuring **0.98 Hectares (OR 9800.00 Sq. Mtrs.)** for **Non Agricultural Use** and also approved the tentative Layout Plan consisting total 34 Plots of different dimension is tentatively approved (Not Valid for Execution of Sale Deed) subject to condition that the Owner **M/s. Waghmare Developers** shall get Final Layout plan duly Sanction from NMRDA (Nagpur Metro Region Development Authority) and Release Letter from NMRDA(Nagpur Metro Region Development Authority).

FOR ascertaining clear title of the said property, I have taken search of relevant records from Sub-Registrar's office from **Inspection Book (1), Index Register** and other relevant records since last **13 years** i.e. from the year **2007** to **2019** by paying necessary fees of **Rs. 325/-** vide **GRN MH006200480201920E** on **11-09-2019**. While inspecting the

records relating to the said property in Sub-Registrar's office and government departments, I revealed following chain of transactions and after perusing available original / zerox documents, I arrive at the following conclusions and submit my report as under:

OBSERVATIONS AND OPINION

1. All relevant and original documents relating to the title of the property of the owner namely **M/s. Waghmare Developers,** a Propitiatory Firm acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare,** such as Sale Deeds, entire Revenue Record, order **Dated 19.08.2019** passed in **Revenue Case No. 22 / NAP – 34 / Mouza – Gotalpanjri / 2019 - 2020** by the **Hon'ble Collector, Nagpur,** are verified by me. I have verified and tallied these documents from Sub – Registrar's Office and other appropriate Government authorities.

2. The name of the present Owner i.e. **M/s. Waghmare Developers,** a Propitiatory Firm acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** being Owner of ALL THAT piece and parcel of land bearing **Khasra No. 49/2/A,** having an area admeasuring **0.98 Hectares, Rental Rs. 3.46/- , Class I,** of **Mouza – Gotal Panjri, P. H. No. 38 A** area situated within the limits of the Grampanchayat Gotal Panjri, in Tahsil **Nagpur (Rural)** and District **NAGPUR** is mutated in the Revenue Record.

3. I state that the said **property** is not encumbered in any manner which may cause or create any defect to title of **M/s. Waghmare Developers,** a Propitiatory Firm acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** or create any charge or lien on the said Plot by way of agreement, sale, gift, mortgage, lease, will, legacy, bequest, lis-pendent, inheritance, civil suit or otherwise.

4. That the present Owner **M/s. Waghmare Developers,** a Propitiatory Firm acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** has paid revenue dues and statutory dues levied on the said property, till date and there are no outstanding taxes and dues to be paid by them to any Government or Revenue authority.

5. That the present Owner **M/s. Waghmare Developers,** a Propitiatory Firm acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** has not executed any deed of Agreement to Sell, Sale Deed, Gift Deed, Mortgage Deed, Will Deed, Lease Deed or any deed amounting to conveyance in favour of any person / party herein before. That the title of the present Owner **M/s. Waghmare Developers,** a Propitiatory Firm acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** is absolutely clear and marketable and there is no charge, encumbrance or defect in title of the present Owner.

6. The said property are not mortgaged with any Bank or financial institution, either by way of Equitable / Registered Mortgage or by way of / Deposit of Title Deeds, neither any proceeding such as attachment / auction, involving the said property is pending before the Debts Recovery Tribunal or Collector, Nagpur.

D.B. Bhirchedi

7. There is no adverse possession of any person who can claim his / her / their right, share, title, interest or possession in the said property.

8. There is no interest of minor/s who is / are yet to attain majority and thereafter who can claim his / her / their right, share, title or interest in the said property.

9. I have confirmed from Government and Public Land acquisition authorities that the said property is not subject to acquisition or requisitions from these authorities.

10. No liquidator or receiver has been appointed involving the said property.

11. No execution of decree or attachment proceeding is pending in any court involving the said property or the present Owner.

12. No injunction for selling or disposing has been granted by any court of law in connection with said property or against the present Owner.

13. No proceedings relating to the said property is pending for realization of arrears of revenue, rent, local taxes or dues etc. or against the present Owner.

15. The said property is not prohibited for transfer under any law of Maharashtra, which prevents fragmentation of land and encourages consolidation of holdings.

14. The said property does not belong to any Charitable / Public Trust or to a member of Schedule Caste or Schedule Tribe and as such there is no need to obtain No-Objection Certificate from the Collector permitting the present Owner to transfer the said property.

15. There is nothing prejudicial or undesirable in any document/s relating to the title of the present Owner and all contents of each deed / documents are explicit. Facts and events material to the title of the said property have been satisfactorily proved.

16. All relevant documents are duly stamped whenever the Stamp duty is payable on these documents in accordance with the provisions of the Bombay Stamp Act, 1958 / Indian Stamp Act, 1959, as amended up to date. Similarly, the documents have been registered, wherever these documents require registration.

17. Therefore after considering all above factors and verifying the original / zerox documents and as a result of search's conducted in the Sub-Registrar's Office and Government Authorities, I am satisfied that the title of **M/s. Waghmare Developers,** a Propitiatory Firm acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** of the property comprising ALL THAT piece and parcel of land bearing **Khasra No. 49/2/A,** having an area admeasuring **0.98 Hectares, Rental Rs. 3.46/- , Class I,** of **Mouza – Gotal Panjri, P. H. No. 38 A** area situated within the limits of the Grampanchayat Gotal Panjri, in Tahsil **Nagpur (Rural)** and District **NAGPUR** is free from all types of encumbrances and his title is absolutely clear and marketable subject to condition that the owner before its transfer / mortgage shall get Final Layout plan duly

Sanction and approved from **NMRDA (Nagpur Metro Region Development Authority)** and also Release Letter from **NMRDA(Nagpur Metro Region Development Authority).**

18. I finally state that there is **"No Impediment"**, if the Owner **M/s. Waghmare Developers,** a Propitiatory Firm acting through its sole Proprietor :- **Shri. Pankaj S/o. Chandrakant Waghmare** tie up this property with Nationalised and Corporate Banks in order to obtain Project Loan / financial assistance so as to complete the said project then such property would be good and marketable security for the concerned Bank or Financial Institution against the repayment of the loan that may be granted by the Bank or Financial Institution to the Owner. So also if any prospective buyer / purchaser of any Plots / Apartments / Row Houses / Bungalows in said proposed project mortgages his / her / their Plots / Apartments / Row Houses / Bungalows to / with any Bank or Financial Institution for raising any type of loan, cash credit limit, as per the rules and regulation of such Bank or Financial Institution then such Apartment would be good and marketable security for the concerned Bank or Financial Institution against the repayment of the loan that may be granted by the Bank or Financial Institution to any prospective buyer / purchaser of any Plots / Apartments / Row Houses / Bungalows in proposed **project.**

However before executing any Sale Deed, the Owner M/s. Waghmare Developers, a Propitiatory Firm acting through its sole Proprietor :- Shri. Pankaj S/o. Chandrakant Waghmare has to obtain Final Layout plan duly Sanction and approved from NMRDA (Nagpur Metro Region Development Authority) and also Release Letter from NMRDA (Nagpur Metro Region Development Authority).

That the concerned Bank or Financial Institution is advised to comply following legal formalities before disbursing the loan amount to M/s. Waghmare Developers, a Propitiatory Firm acting through its sole Proprietor :- Shri. Pankaj S/o. Chandrakant Waghmare or any prospective Purchaser / Borrower / Mortgagor.

A. **To** performs and completes all legal formalities as per Banking rules and regulation before actual sanction of any loan.

B. **Create** Equitable / Registered Mortgage in favour of the Bank or by way of / Deposit of Title Deeds by taking custody of all Original documents relating to the title of property.

NAGPUR
Date: 16-09-2019.

R. B. IRKHEDE
(Advocate)

R. B. IRKHEDE
Advocate
Mama Road, Dharampeth,
NAGPUR - 10