Sunil S. Shinde

B.Sc. B.Ed. LL.M.

ADVOCATE

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FORMAT – A

(Circular – 28/2021)

To,

MahaRERA

Nagpur

LEGAL TITLE REPORT

Sub : ***Title Clearance Certificate with Respect to Amalgamated Plot Nos. 237/1, 238/1, 238/2, 239, 241, 242, 247/1, out of sanctioned layout, containing by total admeasurements 121680 Sq. Mtrs. being a portion of the lands bearing Kh. Nos. 70/2, 71/2, 72/2, 73/2, 74/2, 75/2 (Part), 76/1/A/2 (Part), 76/1/B/2, 76/2/B, 76/3/B/1, 76/3/B/2 of Mouza-SONDAPAR, P.S.K. 72, including all other easementary rights appurtenant and belonging thereto, situated at village Sondapar, within the limits of the Grampanchayat Kotewada, in Tahsil Hingna, District Nagpur (hereinafter refered as the said Plot)***

PART No. I : I have investigated the title of the said plot on the request of **M/s Om Shivam Buildcon Private Ltd.** Having its registered office at 03rd Floor, "ROHERA ARCADE", Wardha Road, Ajani Square, Nagpur acting through its Authorized Director Shri Chandrashekhar Kisanrao Kapse R/o 182/A, "Shiv Sadan", Pandey Layout, Khamla, Nagpur-440025 and following documents i.e.

1) **DESCRIPTION OF THE PROPERTY :**

All those pieces and parcels of land bearing **Amalgamated Plot Nos. 237/1, 238/1, 238/2, 239, 241, 242, 247/1,** out of sanctioned layout, containing by total admeasurements **121680 Sq. Mtrs.** being a portion of the lands bearing **Kh. Nos. 70/2, 71/2, 72/2, 73/2, 74/2, 75/2 (Part), 76/1/A/2 (Part), 76/1/B/2, 76/2/B, 76/3/B/1, 76/3/B/2** of **Mouza-SONDAPAR, P.S.K. 72,** including all other easementary rights appurtenant and belonging thereto, situated at village Sondapar, within the limits of the Grampanchayat Kotewada, in Tahsil Hingna, District Nagpur and same is bounded as under:-

East	:	18 Mtr. Wide Road
West	:	Existing Mihan Road
North	:	other Khsara
South	:	18 Mtr. Wide Road.

2) **DOCUMENSTS OF THE ALLOTMENT OF PLOTS :-**

1. **Copy of** Registered Sale Deed executed by Shri Doma S/o. Ganu Chaple and Smt. Jani Wd/o. Ganu Chaple in favour of (i) Shri Sudhakar Bapurao Telrandhe, (ii) Shri Manohar Bapurao Telrandhe, (iii) Shri Chandrashekhar Bapurao Telrandhe, (iv) Shri Moreshwar Bapurao Telrandhe, same was registered in the office of Sub-Registrar, Nagpur No.3, in Book No.1, at Sr. No. 2403 dated 07/05/1980 **[Kh. No. 24 (New Kh. No. 73) adm. 1.88 H.R.]**
2. **Copy of** partition deed executed in between 1) Shri. Raghunath Maroti Wankhede and 1) Shri. Ramdas Raghunath Wankhede 2) Shri. Pandhari Raghunath Wankhede 3) Shri. Champat Raghunath Wankhede, dated 28.02.1982. **[Kh. No. 76 (Old Kh. No. 26/2) adm. 4.98 HR]**
3. **Copy of** Registered Sale Deed executed by 1) Shri. Panjabrao Ramaji Chaple 2) Sau. Babi Pundalikrao Jawnjal 3) Sau. Vatsala Kisna Hiwarkar in favour of 1) Shri. Sudhakar Bapurao Telrandhe 2) Shri. Manohar Bapurao Telrandhe 3) Shri. Chandrashekhar Bapurao Telrandhe 4) Shri. Moreshwar Bapurao Telrandhe, same was duly registered in the office of Sub-Registrar Nagpur-3, at Sr. No. 3419, dated 18.05.1982. **[Kh. No. 75 (Old Kh. No. 23/1, 23/2) adm. 1.34 HR]**
4. **Copy of** Registered Sale Deed executed by (i) Shri Raghnuath Maroti Wankhede, (ii)

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Wankhede, (v) Ku. Sushila Mahadeo Wankhede through Pramila Baba Gawande, (vi) Shri Ramdas Raghnuath Wankhede, (vii) Shri Pandhari Raghnuath Wankhede, (viii) Shri Champat Raghnuath Wankhede, (ix) Shri Haridas Bala Wankhede, (x) Shri Arun Bala Wankhede, (xi) Shri Baban Gulab Wankhede, (xii) Shri Shrawan Gulab Wankhede, (xiii) Shri Chandu Gulab Wankhede, (xiv) Shri Madhu Keshav Wankhede, (xv) Shri Gajanan Keshav Wankhede, (xvi) Shri Suresh Keshav Wankhede Sr. No. 15 & 16 through their natural guardian Father Shri Keshav Maroti Wankhede, (xvii) Smt. Pramila W/o. Baba Gawande in favour of (i) Shri Sudhakar Bapurao Telrandhe, (ii) Shri Manohar Bapurao Telrandhe, (iii) Shri Chandrashekhar Bapurao Telrandhe, (iv) Shri Moreshwar Bapurao Telrandhe, same was registered in the office of Sub-registrar, Nagpur No.3, in Book No.1, at Sr. No. 3121 dated 29/10/1986 **[Kh. No. 25 (New Kh. No. 72 adm. 3.06 H.R.]**

5. **Copy of** registered Sale Deed executed by Shri. Champat Raghunath Wankhede in favour of (i) Shri Sudhakar Bapurao Telrandhe, (ii) Shri Manohar Bapurao Telrandhe, (iii) Shri Chandrashekhar Bapurao Telrandhe, (iv) Shri Moreshwar Bapurao Telrandhe, same was registered in the office of Sub-registrar, Nagpur No.11, in Book No.1, at Sr. No. 3678 dated 17.04.1995 **[Kh. No. 76/1 adm. 1 H.R.]**
6. **Copy of** Registered Will Deed executed by Smt. Satyabhamabai Daulatrao Barai in favour of Master Prafull S/o. Laxmanrao Barai, same was registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 2030/2003 dated 23/09/2003. **[Kh. No. 71 adm. 4.04 H.R. of Mouza – Sondapar]**
7. **Copy of** Registered Sale Deed executed by Smt. Satyabhamabai W/o. Daoulatrao Barai in favour of Shri Labhaji Kanthiram Jaipurkar, same was duly registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 182/2006 dated 10/01/2006. **[Kh. No. 71 total adm 4.04 H.R. of Mouza – Sondapar]**
8. **Copy of** Judgment and order dated 29.03.2008 passed by 6th Joint Civil Judge Sr. Division Nagpur in Spl. C. S. No. 411/2006.
9. **Copy of** Registered Sale Deed executed by (i) Sudhakar Bapurao Telrandhe, (ii) Shri Manohar S/o. Bapurao Telrandhe, (iii) Shri Chandrashekhar Bapurao Telrandhe, (iv) Shri Moreshwar Bapurao Telrandhe in favour of M/s. Om Shivam Buildcon Pvt. Ltd., through its Director Shri Ravindra S/o. Kisanrao Kapse, same was duly registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 2873/2011 dated 20/05/2011. **[Kh. No. 72, 73 admeasuring 1.88 H.R. and 3.06 HR]**
10. **Copy of** Registered Agreement to Sell executed by Shri Pandhari S/o. Raghunath Wankhede in favour of Shri Ravindra S/o. Kisanrao Kapse Director of M/s. Om Shivam Buildcon Pvt. Ltd., same was registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 6271/2011 dated 07/12/2011. **[Kh. No. 76/3 total adm 1.60 H.R. of Mouza – Sondapar]**
11. **Copy of** Registered Agreement to Sell executed by Shri Ramdas S/o. Raghunath Wankhede in favour of Shri Ravindra S/o. Kisanrao Kapse through its Director **M/s. Om Shivam Buildcon Pvt. Ltd.**, same was registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 6272/2011 dated 07/12/2011. **[Kh. No 76/2 adm. 1.78 H.R. of Mouza-Sondapar]**
12. **Copy of** Registered Agreement to Sell executed by Shri Labhaji Kanthiram Jaipurkar in favour of, (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Smt. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod Kisanrao Kapse, (iv) Smt. Vaishali W/o. Pramod Kapse, same was duly registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 6403/2011 dated 15/12/2011. **[Kh. No. 71 total adm 4.04 H.R. of Mouza – Sondapar]**
13. **Copy of** Registered Sale Deed executed by Shri Champat Raghunath Wankhede in favour of Shri Chandrashekhar Kisanrao Kapse, same was duly registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 1189/2012 dated 16/03/2012. **[Kh. No. 76/1/B adm. 0.60 H.R. of Mouza-Sondapar]**
14. **Copy of** Registered Sale Deed executed by Shri Labhaji Kanthiram Jaipurkar in favour of (i) Smt. Pallavi Ravindra Kapse, (ii) Smt. Vaishali Pramod Kapse, (iii) Shri Pramod Kisanarao Kapse, (iv) Shri Ravindra Kisanrao Kapse, same was duly registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 2769/2012 dated 21/06/2012. **[Kh. No. 71adm. 4.04 H.R. of Mouza-Sondapar]**
15. **Copy of** Registered Correction Deed to Sale Deed at Sr. No. 2873/2011 executed by (i) Sudhakar Bapurao Telrandhe, (ii) Shri Manohar S/o. Bapurao Telrandhe, (iii) Shri Chandrashekhar Bapurao Telrandhe, (iv) Shri Moreshwar Bapurao Telrandhe in favour of M/s. Om Shivam Buildcon Pvt. Ltd., through its Director Shri Ravindra S/o. Kisanrao Kapse, same was registered in the office of Sub-Registrar, Hingna, in Book

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16. Copy of Registered Sale Deed executed by Shri Ramdas S/o. Raghunath Wankhede in favour of Shri Ravindra S/o. Kisanrao Kapse through its Director **M/s. Om Shivam Buildcon Pvt. Ltd.**, registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 3906/2012 dated 04/09/2012. **[Kh. No 76/2 adm. 1.78 H.R. of Mouza – Sondapar]**
17. Copy of Registered Sale Deed executed by Shri Pandhari S/o. Raghunath Wankhede in favour of Shri Ravindra S/o. Kisanrao Kapse Director of **M/s. Om Shivam Buildcon Pvt. Ltd.**, same was registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 3908/2012 dated 04/09/2012. **[Kh. No. 76/3 total adm 1.60 H.R. of Mouza – Sondapar]**
18. Copy of registered Sale Deed executed by Smt. Prabhavati Tukaram Tayde and Smt. Kusumbai Shridharrao Shahakar in favour of 1) Shri. Kisanrao Mahadevrao Kapse 2) Sau Suryakanta Kisanrao Kapse 3) Sau Laxmi Chandrashekhar Kapse, same was duly registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 5249/2012 dated 15/12/2012. **[Kh. No. 77/1/A total adm 1.85 H.R. of Mouza – Sondapar]**
19. Copy of Order dated 20.12.2012 passed below Exh. 1 by Hon'ble Civil Judge Jr. Division Hingna in RCS No. 254/2012 (Daulat Vs. Chandrabhagabai and other) alongwith copy of plaint.
20. Copy of NA Sanad issued by Tahasildar Hingna by its order passed in Rev. Case No. 03/NAP-34/2011-2012, dated 28.01.2013. **[Kh. No. 71 and 76/1 adm. 4.04 HR and 0.60 HR]**
21. Copy of No Dues Certificate issued by TJSB Bank dated 30.03.2013.
22. Copy of Registered Relinquishment Deed (without consideration) executed by Ku. Bhagerathi alias Bhagabai D/o. Anandrao Chaple (after Marriage Name Smt. Bhagirathi Amrutji Falke) in favour of (i) Shri Harichandra S/o. Anandrao Chaple, (ii) Shri Prakash S/o. Anandrao Chaple same was registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 4524/2013 dated 22/10/2013 **[Kh. No. 74 (New) / Old Kh. No.23/3 adm. 0.65 H.R.]**.
23. Copy of Registered Simple Mortgage Deed executed by M/s. Om Shivam Buildcon Pvt. Ltd through its Authorised Person (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Shri Kisanrao Mahadevrao Kapse, (iii) Smt. Suryakanta Kisanrao Kapse, (iv) Smt. Laxmi Chandrashekar Kapse in favor of Bhaichand Hirachand Raisoni Multistate Co-operative Credit Society Ltd., Branch at Navi Peth, Jalgaon, same was registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 482/2014 dated 29/01/2014.
24. Copy of Plaint of Suit for Specific Performance of Contract filed before the Hon'ble Court of Civil Judge Senior Division, at Nagpur bearing S.C.S. No. 53 of 2014 filed by M/s. Om Shivam Buildcon Pvt. Ltd. Through its Auth. Representative Mr. Yuwraj Hiraman Dorle against the (i) Shri Janardan S/o. Waman Barai, (ii) Smt. Chandrabhagabai W/o. Waman Barai, (iii) Smt. Radhabai W/o. Devrao Muley, (iv) Shri Pandurang S/o. Laxman Dhoble, (v) Smt. Ambabai Wd/o. Gajanan Rewatkar, (vi) Smt. Shantabai W/o. Bhagwanji Bandre, (vii) Smt. Gangubai W/o. Bhayyaji Bawankar dated 24/02/2014
25. Copy of Registered Sale Deed executed by (i) Shri Harichandra S/o. Anandrao Chaple, (ii) Shri Prakash S/o. Anandrao Chaple in favour of **M/s. Om Shivam Buildcon Pvt. Ltd.**, through its Director Shri Ravindra Kisanrao Kapse, same was duly registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 1994/2014 dated 12/05/2014. **[Kh. No. 74 adm 0.65 H.R. of Mouza – Sondapar]**
26. Copy of Registered Sale Deed executed by 1) Shri Janardhan S/o. Wamanrao Barai, 2) Smt. Chandrabhagabai W/o. Wamanrao Barai, 3) Smt. Radhabai W/o. Devrao Mule, as a owner and 1) Smt. Gangubai W/o. Bhaiyyaji Bawankar, 2) Smt. Ambabai W/o. Gajanan Revatkar, 3) Shri Pandurang S/o. Laxman Dhoble, 4) Smt. Shantabai Bhagwanji Bandre in favour of **M/s. Om Shivam Buildcon Pvt. Ltd., through its Director Shri Chandrashekhar Kisanrao Kapse** same was duly registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 43/2015 dated 02/01/2015. **[Kh. No. 70 adm 4.82 H.R. of Mouza – Sondapar]**.
27. Copy of Confirmation Deed executed by 1) Smt. Gangubai W/o. Bhaiyyaji Bawankar, 2) Smt. Ambabai W/o. Gajanan Revatkar, 3) Shri Pandurang S/o. Laxman Dhoble, 4) Smt. Shantabai Bhagwanji Bandre in favour of (i) Smt. Pallavi Ravindra Kapse, (ii) Smt. Vaishali Pramod Kapse, (iii) Shri Pramod Kisanarao Kapse, (iv) Shri Ravindra Kisanrao Kapse bearing notarial No. 102, dated 19.01.2015.
28. Copy of Notarised Agreement of Development executed in between Om Shivam Buildcon Pvt. Ltd. Through its Directors, dated 29.06.2015. **(Kh. No. 70)**

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29. Copy of Notarised Agreement of Development executed in between (i) Smt. Pallavi Ravindra Kapse, (ii) Smt. Vaishali Pramod Kapse, (iii) Shri Pramod Kisanarao Kapse, (iv) Shri Ravindra Kisanrao Kapse, dated 29.06.2015. **(Kh. No. 71)**
30. Copy of Notarised Agreement of Development executed in between Om Shivam Buldcon Pvt. Ltd. Through its Directors, dated 29.06.2015. **(Kh. No. 72 and 73)**
31. Copy of Notarised Agreement of Development executed in between Om Shivam Buldcon Pvt. Ltd. Through its Directors, dated 29.06.2015. **(Kh. No. 74)**
32. Copy of Notarised Agreement of Development executed in between Chandrashekhar Kisanrao Kapse, dated 29.06.2015. **(Kh. No. 76/1)**
33. Copy of Notarised Agreement of Development executed in between Shri. Ravindra Kisanrao Kapse a director of Om Shivam Buldcon Pvt. Ltd. Dated 29.06.2015. **(Kh. No. 76/2, 76/3)**
34. Copy of Notarised Agreement of Development executed in between 1) Shri. Kisanrao Mahadevrao Kapse 2) Mrs. Suryakanta Kisanrao Kapse 3) Mrs. Laxmi Chandrashekhar Kapse, dated 29.06.2015. **(Kh. No. 77/1/A)**
35. Copy of Final sanctioned Layout Plan approved by Nagpur Improvement Trust, Nagpur vide its letter bearing No. 3955, dated 02.01.2016.
36. Copy of NA Sanad issued by the Tahasildar Hingna by its order passed in Rev. Case No. 1/NAP-34/2015-2016, dated 11.03.2016.
37. Copy of Agreement of Development executed in between Nagpur Improvement Trust, Nagpur and Om Shivam Buldcon Pvt. Ltd. Through its Directors (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Mrs. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod S/o. Kisanrao Kapse, (iv) Mrs. Vaishali W/o. Pramod Kapse, (v) Shri Chandrashekhar S/o. Kisanrao Kapse, (vi) Shri Kisanrao S/o. Mahadeorao Kapse, (vii) Mrs. Suryakanta W/o. Kisanrao Kapse, (viii) Mrs. Laxmi W/o. Chandrashekhar, dated 22.12.2016.
38. Copy of sanctioned Layout Plan duly sanctioned and approved by Nagpur Improvement Trust Nagpur vide its Agreement dated 22.12.2016.
39. Copy of Registered Re-Conveyance Deed executed by Bhaichand Hirachand Raisoni Multistate Co-operative Credit Society Ltd., Branch at Navi Peth, Jalgaon, same was registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 1103/2017 dated 23/03/2017.
40. Copy of registered Sale Deed executed by 1) Shri. Sudhakar Bapurao Telrandhe 2) Shri. Manohar Bapurao Telrandhe 3) Shri. Chandrashekhar Bapurao Telrandhe 4) Shri. Moreshwar Bapurao Telrandhe, in favour of M/s. Om Shivam Buildcon Pvt. Ltd., through its Director Shri Ravindra Kisanrao Kapse, same was duly registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 3348/2017 dated 29.07.2017. **[Kh. No. 76/1/A adm 1.00 HR and Kh. No. 75 Adm. 1.34 HR of Mouza – Sondapar]**
41. Copy of sanctioned building permit duly sanctioned and approved by the NMRDA bearing its Letter No. 858, dated 01.08.2018.
42. Copy of NOC issued by City of corporation of Nagpur (Fire & Emergency Services) vide letter bearing No. FES/2082/CFO, dated 18.08.2018. **(Building No. 14)**
43. Copy of NOC issued by City of corporation of Nagpur (Fire & Emergency Services) vide letter bearing No. FES/2083/CFO, dated 18.08.2018. **(Building No. 11)**
44. Copy of NOC issued by City of corporation of Nagpur (Fire & Emergency Services) vide letter bearing No. FES/2084/CFO, dated 18.08.2018. **(Building No. 9)**
45. Copy of NOC issued by City of corporation of Nagpur (Fire & Emergency Services) vide letter bearing No. FES/2085/CFO, dated 18.08.2018. **(Building No. 10).**
46. Copy of Registered Power of Attorney (for Admission) executed by (i) Mrs. Pallavi W/o. Ravindra Kapse, (ii) Mrs. Vaishali W/o. Pramod Kapse, (iii) Shri Kisanrao Mahadevrao Kapse, (iv) Mrs. Suryakanta W/o. Kisanrao Kapse, (v) Mrs. Laxmi W/o. Chandrashekhar Kapse, (vi) Shri Pramod S/o. Kisanrao Kapse in favour of Shri Chandrashekhar S/o. Kisanrao Kapse, same was registered in the office of Sub-registrar, Nagpur No.4, in Book No.4, at Sr. No. 6079/2018 dated 11/10/2018
47. Copy of Sanctioned Building Plan and permit duly sanctioned and approved by Nagpur Metropolitan Region Development Authority bearing Permit No. BE(NMRDA)/West/Hingna Tahsil/ No. MB-2542/ 20160407148/0002/249 Dated 29/10/2018
48. Copy of (RERA) Registration Certificate of Project issued by Maharashtra Real Estate Regulatory Authority bearing its **Registration No. P50500018424 dated 30/10/2018. (SHIV-KAILASA-PHASE-I)**
49. Copy of registered Deed of Declaration executed by (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Mrs. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod S/o. Kisanrao Kapse,

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(vi) Shri Kisanrao S/o. Mahadeorao Kapse, (vii) Mrs. Suryakanta W/o. Kisanrao Kapse, (viii) Mrs. Laxmi W/o. Chandrashekhar Kapse & (ix) Om Shivam Buldcon Pvt. Ltd. Through its Director Shri Chandrashekhar S/o. Kisanrao Kapse, all through their power of attorney for admission Shri Chandrashekhar S/o. Kisanrao Kapse, same was registered in the office of Sub-registrar, Hingna, in Book No.1, at Sr. No. 4567/2018 dated 31/10/2018 **[Building No.9 as Tower No.1 known as "Kangiri", Tower No.2 known as "Hardeol", Tower No.3 known as "Dunagiri", Tower No.4 known as "Tirsuli"]**

50. **Copy** of registered Deed of Declaration executed by (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Mrs. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod S/o. Kisanrao Kapse, (iv) Mrs. Vaishali W/o. Pramod Kapse, (v) Shri Chandrashekhar S/o. Kisanrao Kapse, (vi) Shri Kisanrao S/o. Mahadeorao Kapse, (vii) Mrs. Suryakanta W/o. Kisanrao Kapse, (viii) Mrs. Laxmi W/o. Chandrashekhar Kapse & (ix) Om Shivam Buldcon Pvt. Ltd. Through its Director Shri Chandrashekhar S/o. Kisanrao Kapse, all through their power of attorney for admission Shri Chandrashekhar S/o. Kisanrao Kapse, same was registered in the office of Sub-registrar, Hingna, in Book No.1, at Sr. No. 4568/2018 dated 31/10/2018 **[Building No.10 of 5 separate Towers identified as Tower No.1 known as "Amboli", Tower No.2 known as "Bhilar", Tower No.3 known as "Arvalam", Tower No.4 known as "Kapila", Tower No.5 known as "Girna]**
51. **Copy** of registered Deed of Declaration executed by (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Mrs. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod S/o. Kisanrao Kapse, (iv) Mrs. Vaishali W/o. Pramod Kapse, (v) Shri Chandrashekhar S/o. Kisanrao Kapse, (vi) Shri Kisanrao S/o. Mahadeorao Kapse, (vii) Mrs. Suryakanta W/o. Kisanrao Kapse, (viii) Mrs. Laxmi W/o. Chandrashekhar Kapse & (ix) Om Shivam Buldcon Pvt. Ltd. Through its Director Shri Chandrashekhar S/o. Kisanrao Kapse, all through their power of attorney for admission Shri Chandrashekhar S/o. Kisanrao Kapse, same was registered in the office of Sub-registrar, Hingna, in Book No.1, at Sr. No. 4569/2018 dated 31/10/2018 **[Building No.14 consists of 2 separate Towers identified as Tower No.1 known as "Shivalik", Tower No.2 known as "Kangchenjunga"]**
52. **Copy** of registered Deed of Declaration executed by (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Mrs. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod S/o. Kisanrao Kapse, (iv) Mrs. Vaishali W/o. Pramod Kapse, (v) Shri Chandrashekhar S/o. Kisanrao Kapse, (vi) Shri Kisanrao S/o. Mahadeorao Kapse, (vii) Mrs. Suryakanta W/o. Kisanrao Kapse, (viii) Mrs. Laxmi W/o. Chandrashekhar Kapse & (ix) Om Shivam Buldcon Pvt. Ltd. Through its Director Shri Chandrashekhar S/o. Kisanrao Kapse, all through their power of attorney for admission Shri Chandrashekhar S/o. Kisanrao Kapse, same was registered in the office of Sub-registrar, Hingna, in Book No.1, at Sr. No. 4570/2018 dated 31/10/2018 **[Building No.11 consists of 5 separate Towers identified as Tower No.1 known as "Purna", Tower No.2 known as "Penganga", Tower No.3 known as "Pranhita", Tower No.4 known as "Manjira", Tower No.5 known as "Wainganga"]**
53. **Copy** of registered Power of attorney for admission executed by 1) Shri Ravindra Kisanrao Kapse 2) Mrs. Pallavi Ravindra Kapse 3) Shri Pramod Kisanrao Kapse 4) Mrs. Vaishali Pramod Kapse 5) Shri Chandrashekhar Kisanrao Kapse 6) Shri Kisanrao Mahadevrao Kapse 7) Mrs. Suryakanta Kisanrao Kapse 8) Mrs. Laxmi Chandrashekhar Kapse, and 9) M/s Om Shivam Buildcon Private Ltd. Acting through its director Shri Ravindra Kisanrao Kapse and Shri Chandrashekhar Kisanrao Kapse in favour of 1) Shri. Sarvesh Pramodrao Bhoyar 2) Shri. Sameer Rameshwar Masram 3) Shri. Harish Manoharrao Vaidya 4) Mr. Hamidullah Samiullah Khan, same was duly registered in the office of Sub-Registrar Nagpur-4, at Sr. No. 6606/2018, dated 02.11.2018.
54. **Copy** of No Dues Certificate issued by UCO Bank Nagpur dated 04.01.2019.
55. **Copy** of registered Joint Development Agreement executed by 1) Shri Ravindra Kisanrao Kapse 2) Mrs. Pallavi Ravindra Kapse 3) Shri Pramod Kisanrao Kapse 4) Mrs. Vaishali Pramod Kapse 5) Shri Chandrashekhar Kisanrao Kapse 6) Shri Kisanrao Mahadevrao Kapse 7) Mrs. Suryakanta Kisanrao Kapse 8) Mrs. Laxmi Chandrashekhar Kapse, in favour of M/s Om Shivam Buildcon Private Ltd. Acting through its director Shri Ravindra Kisanrao Kapse, same was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 3398/2019, dated 17.06.2019.
56. **Copy** of registered Power of Attorney executed by 1) Shri Ravindra Kisanrao Kapse 2) Mrs. Pallavi Ravindra Kapse 3) Shri Pramod Kisanrao Kapse 4) Mrs. Vaishali Pramod Kapse 5) Shri Chandrashekhar Kisanrao Kapse 6) Shri Kisanrao Mahadevrao Kapse 7) Mrs. Suryakanta Kisanrao Kapse 8) Mrs. Laxmi Chandrashekhar Kapse, in favour of M/s Om Shivam Buildcon Private Ltd. Acting through its director Shri Ravindra

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Kisanrao Kapse, same was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 3399/2019, dated 17.06.2019.

57. **Copy of registered Reconveyance Deed executed by T.J.S.B. Cooperative Bank Ltd., acting through Shri Nitin Shankararo Lanjewar (Wardha Road), Ramdaspeth Branch, Nagpur in favour of M/s Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri. Ravindra S/o Kisanrao Kapse, Chnadrakant Kisanrao Kapse and Pramod Kisanrao Kapse, which was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 3933/2019, dated 10.07.2019**
58. **Copy of Order passed by Tahasildar Hingna in Rev. Case No. 17/RTS-59/2019-20, dated 28.07.2020. (Order for acquiring 40 % of land from all Khasara's by NMRDA)**
59. **Copy of Order passed by Tahasildar Hingna in Rev. Case No. 22/RTS-59/2019-20, dated 21.12.2020. (Order correction in 7/12 extract)**
60. **Copy of Letter issued by NMRDA to Tahasildar Hingna Nagpur for Sub-Division of Plot/Kh. No. 76/3, bearing Letter No. 349, dated 27.04.2021.**
61. **Copy of Order passed by Tahasildar Hingna in Rev. Case No. 28/RTS-59/2019-20, dated 31.05.2021. (Order for separation of 7/12 extract of Kh. No. 76/3 as per letter dated 27.04.2021 issued by NMRDA)**
62. **Copy of revised sanctioned building plan and permit duly sanctioned and approved by Nagpur Metropolitan Region Development Authority, bearing its building permit No. B.E. (NMRDA)/West/Hingna Tahsil/No. MB-444/201807109/2043/719, dated 20.05.2021.**
63. **Copy of 7/12 Extract of Kh. No. 70/2 admeasuring 3998.59 Sq. Mtr. of Mouza – Sondapar in the name of M/s. Om Shivam Buildcon Pvt. Ltd., Dated 21.05.2021.**
64. **Copy of 7/12 Extract of Kh. No. 71/2 admeasuring 27531.36 Sq. Mtr of Mouza – Sondapar in the name of 1) Ravindra Kisanrao Kapse 2) Pallavi Ravindra Kapse 3) Pramod Kisanrao Kapse 4) Vaishali Pramod Kapse Dated 21.05.2021.**
65. **Copy of 7/12 Extract of Kh. No. 72/2 admeasuring 22287.95 Sq. Mtr.. of Mouza – Sondapar in the name of M/s. Om Shivam Buildcon Pvt. Ltd., Dated 21.05.2021.**
66. **Copy of 7/12 Extract of Kh. No. 73/2 admeasuring 18800 q. Mtr. of Mouza – Sondapar in the name of M/s. Om Shivam Buildcon Pvt. Ltd., Dated 21.05.2021.**
67. **Copy of 7/12 Extract of Kh. No. 74/2 admeasuring 6500 Sq. Mtr. of Mouza – Sondapar in the name of M/s. Om Shivam Buildcon Pvt. Ltd., Dated 21.05.2021.**
68. **Copy of 7/12 Extract of Kh. No. 75/2 admeasuring 13400 Sq. Mtr. of Mouza – Sondapar in the name of M/s. Om Shivam Buildcon Pvt. Ltd., Dated 21.05.2021**
69. **Copy of 7/12 Extract of Kh. No. 76/1/B/2 admeasuring 3674.74 Sq. Mtr. of Mouza – Sondapar in the name of Shri. Chandrashekhar Kisanrao Kapse, Dated 21.05.2021.**
70. **Copy of 7/12 Extract of Kh. No. 76/2/B admeasuring 17800 Sq. Mtr. of Mouza – Sondapar in the name of M/s. Om Shivam Buildcon Pvt. Ltd., Dated 21.05.2021.**
71. **Copy of 7/12 Extract of Kh. No. 76/3/B/1 admeasuring 7687.36 Sq. Mtr. of Mouza – Sondapar in the name of M/s. Om Shivam Buildcon Pvt. Ltd., Dated 21.05.2021.**
72. **Copy of 7/12 Extract of Kh. No. 76/1/A/2 admeasuring 6453.44 Sq. Mtr. of Mouza – Sondapar in the name of M/s. Om Shivam Buildcon Pvt. Ltd., Dated 21.05.2021.**
73. **Copy of 7/12 Extract of Kh. No. 76/3/B/2 admeasuring 7686.56 Sq. Mtr. of Mouza – Sondapar in the name of M/s. Om Shivam Buildcon Pvt. Ltd., Dated 21.05.2021**
74. **Draft Agreement to sell**

3) **7/12 EXTRACT OF THE SCHEDULE OF PROPERTIES IS ISSUED BY TALATHI OF MOUZA- SONDAPAR, DATED 21.05.2021 IS IN THE NAME OF FOLLOWING PERSONS AND THEIR NAMES WERE MUTATED AS PER THE MUTATION ENTRY MENTONED HEREIN BELOW :**

Sr. No.	Khasara Number	Area in Sq. Mtr.	Owner	Mutation Entry No. with Date
1	70/2	3998.59	M/s Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 489, dated 12.02.2021
2	71/2	27531.36	(1) Shri Ravindra Kisanrao Kapse, (2) Smt. Pallavi Ravindra Kapse (3) Shri Pramod Kisanrao Kapse and (4) Smt. Vaishali Pramod Kapse	Mutation Entry No. 489, dated 12.02.2021
3	72/2	22287.95	M/s Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 489, dated 12.02.2021
4	73/2	18800	M/s Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 489, dated 12.02.2021

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				489, dated 12.02.2021
6	75/2	13400	M/s Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 489, dated 12.02.2021
7	76/1/A/2	6453.44	M/s Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 489, dated 12.02.2021
6	76/1/B/2	3674.74	Shri Chandrashekahr Kisanrao Kapse	Mutation Entry No. 489, dated 12.02.2021
7	76/2/B	17800	M/s. Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 489, dated 12.02.2021
8	76/3/B/1	7687.36	M/s. Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 503, dated 04.06.2021
9	76/3/B/2	7586.56	M/s. Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 503, dated 04.06.2021
Total Area		**1,35,720 Sq. Mtr.**		

4) **SEARCH REPORT FOR 30 YEARS FROM 1991 TILL 2021**

PART No. II : On perusal of the abovementioned documents and all other relevant documents relating to the title of the said property, I am of the opinion, that the title of the **1) Shri Ravindra Kisanrao Kapse 2) Mrs. Pallavi Ravindra Kapse 3) Shri Pramod Kisanrao Kapse 4) Mrs. Vaishali Pramod Kapse 5) Shri Chandrashekhar Kisanrao Kapse 6) Shri Kisanrao Mahadevrao Kapse 7) Mrs. Suryakanta Kisanrao Kapse 8) Mrs. Laxmi Chandrashekhar Kapse, 9) M/s Om Shivam Buildcon Private Ltd. acting through its director Shri Ravindra Kisanrao Kapse** is clear, marketable, and without any encumbrances.

OWNERS OF THE LAND

a) **M/s Om Shivam Buildcon Pvt. Ltd.**

Kh. No. 70/2 adm. 3998.59 Sq. Mtr.
Kh. No. 72/2 adm. 22287.95 Sq. Mtr.
Kh. No. 73/2 adm. 18800 Sq. Mtr.
Kh. No. 74/2 adm. 6500 Sq. Mtr.
Kh. No. 75/2 adm. 13400 Sq. Mtr.
Kh. No. 76/1/A/2 adm. 6453.44 Sq. Mtr.
Kh. No. 76/2/B adm. 17800 Sq. Mtr.
Kh. No. 76/3/B/1 adm. 7687.36 Sq. Mtr.
Kh. No. 76/3/B/2 adm. 7586.56 Sq. Mtr

TOTAL AREA ADM. 1,04,513.9 SQ. MTR.

b) **(1) Shri Ravindra Kisanrao Kapse,**
(2) Smt. Pallavi Ravindra Kapse
(3) Shri Pramod Kisanrao Kapse and
(4) Smt. Vaishali Pramod Kapse

Kh. No. 71/2 adm. 27531.36 Sq. Mtr.

TOTAL AREA 27531.36 SQ. MTR.

c) **Shri Chandrashekahr Kisanrao Kapse**

Kh. No. 76/1/B/2 adm. 3674.74 Sq. Mtr.

TOTAL AREA ADM. 3674.74 SQ. MTR.

PART No. III The report reflecting the flow of the title of the present owners of the property **i.e. 1) Shri Ravindra Kisanrao Kapse 2) Mrs. Pallavi Ravindra Kapse 3) Shri Pramod Kisanrao Kapse 4) Mrs. Vaishali Pramod Kapse 5) Shri Chandrashekhar Kisanrao Kapse 6) Shri Kisanrao Mahadevrao Kapse 7) Mrs. Suryakanta Kisanrao Kapse 8) Mrs. Laxmi Chandrashekhar Kapse, 9) M/s Om Shivam Buildcon Private Ltd. acting through its director Shri Ravindra Kisanrao Kapse** on the said land is enclosed herewith as Annexure.

Encl. : Annexure : Flow of the title of the present owners of the property

NAGPUR
Date : 18.06.2021

SUNIL S. SHINDE High Court of Bombay Bench at

Sunil S. Shinde

Sunil S. Shinde

B.Sc. B.Ed. LL.M.

ADVOCATE

Office Address	:	S-14, Samrudhhi Apart., Saraswati Vihar Complex, Nr. Lohar, Samaj Bhavan, Rama Nagar, Beltarodi Road, Nagpur - 440027
Mobile No.	:	9545125288, 9420893617
E Mail	:	adv_sunilshinde@rediffmail.com

ANNEXURE

FORMAT – A

(Circular 28/2021)

FLOW OF THE TITLE OF THE SAID LAND

History of Survey No. 70 (Old 26/4) and 71 (Old 26/1, 26/3 and 26/4B)

1) That, originally old Kh. No. 26/1 admeasuring 2.02 H.R., 26/3 admeasuring 2.02 H.R. & 26/4 admeasuring 4.82 H.R. **(Khasra No. 26/1, 26/3 renumbered as Kh. 71 & 26/4 renumbered as New Kh. No.70)** total admeasuring **8.86 H.R.** of Mouza-Sondapar was belongs Shri Doma Barai having been acquired by him by way of sale from Shri Shridhar Atmaram and entry to that effect is duly reflected in the records of rights i.e. Adhikar Abhilesh of the Year 1957.

2) That Shri Doma Barai had left for heavenly abode in the year 1968 and upon his demise , said property devolved upon his following legal heirs namely 01) Smt. Laxmi wd/o Doma Barai 02) Shri Waman S/o Doma Barai, 03) Shri Daulat S/o Doma Barai, 04) Mrs. Baya Laxman Thombre (Married Daughter), 05) Mrs. Ambabai Gajanan Rewatkar (Married Daughtger),06) Mrs. Shanta Bhagwan Bandre (Married Daughter) and 07) Mrs. Gangu Bhaiyya Bawankar (Married Daughter) and by virtue of intestate succession and entry to that effect is also reflected in the records of rights vide Mutation entry No. 145 Dtd: 16/10/1975.

3) That, Shri Waman Doma Barai has left for heavenly abode on 23.12.1979 and upon his demise, his share in the aforesaid property has devolved upon his following legal heirs namely 01) Smt. Chandrabhagabai Waman Barai, 02) Shri Janardhan Waman Barai, 03) Shri Wasudeo Waman Barai, & 04) Ku. Radhabai Waman Barai and by virtue of intestate succession and entry to that effect is also reflected in the records of rights vide Mutation entry No. 12 Dtd: 29/06/1980.

4) That thereafter on 17/09/1984, 01) Smt. Baya Laxman Thombre 02) Smt. Ambabai Gajanan Rewatkar 03) Smt. Shanta Bhagwan Bondre 04) Smt. Gangu Bhaiyya Bawankar had relinquished their respective share & rights from the said property by virtue of Relinquishment Deed dated 17.09.1984.

5) That on 17.09.1984, mutual partition has been taken place in between Shri Daulat Domaji Barai, and the legal heirs of Shri. Waman Barai i.e. Smt. Chandrabhagabai Waman Barai, Shri Janardhan Waman Barai and Shri Wasudeo Waman Barai and as per the terms of the said partition, Shri Daulat Domaji Barai has acquired land of old Kh. No. 26/1 admeasuring 2.02 H.R., Kh. No. 26/3 admeasuring 2.02 H.R. and land admesuring 1 acre from Kh. No. 26/4 AND the legal heirs of Shri. Waman Barai i.e. Smt. Chandrabhagabai Waman Barai and others got remaining 4.42 H.R. i.e. 11 Acres land out of Kh. No. 26/4.

6) That on 27.03.1989 a mutual partition have been taken place in between Shri Daulat Doma Barai and Smt. Satyabhamabai Daulat Barai and by virtue of said partition the land bearing Kh. No. 26/1, 26/3 admeasuring 2.02 and 2.02 H.R. respectively and land admeasuring 1 acre out of Kh. No. 26/4 having total area 4.44 H.R. came to the share of Smt. Satyabhamabai Daulat Barai and accordingly her name was duly mutated in the revenue record.

7) That Smt. Laxmi Doma Barai has left for heavenly abode as on 10.08.1992 and consequently upon her death, her share in the aforesaid property devolved upon the others surviving legal heirs of the Doma Barai.

8) That thereafter T.I.L.R. (Tehsil Inspector Land Revenue) Department of Governmanr of Maharashtra had conducted the resurvey and Remeasurement and as per the said resurvey said land of Kh. No. 26/4 has been renumbered as Kh. No. 70 admeasuring 4.82 H.R. and the same was shown to be owned by legal heirs of Waman Barai i.e. Shri

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Janardhan Waman Barai, Shri Waudeo Waman Barai, Ku. Radhabai Waman Barai, Smt. Chandrabhagabai Waman Barai and the Kh. No. 26/1 and 26/3 renumbered as Kh. No. 71 admeasuring 4.04 HR and the same was shown to be owned by Smt. Satyabhamabai Daulat Barai.

9) That on 10/01/2006 Smt. Satyabhamabai Daulat Barai had sold land of Kh. No. 71, total admeasuring 4.04 H.R. to Shri Labhaji Kanthiram Jaipurkar executing the registered Sale Deed, which is duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 182/2006 dated 10/01/2006 and by virtue of the said Sale Deed Shri Labhaji Kanthiram Jaipurkar became the absolute and full ownr of the said land bearing Kh. No. 71 and his name is duly mutated in the records of rights i.e. 7/12 extract.

10) That (1) Smt. Gangubai Bhaiyyaji Bawankar, (2) Smt. Ambabai Gajanan Rewatkar, (3) Shri Pandurang Laxman Dhoble [legal heir of late Bayabai Laxman Dhoble] and (4) Smt. Shantabai Bhagwanji Bondre had filed Special Civil Suit No. 411/2006 before the 6th Joint Civil Judge, Senior Division, Nagpur on 28.04.2006 against Shri Janardhan Waman Barai, Sau. Radhabai Deorao Mule (Maiden name: Ku. Radhabai Waman Barai), Smt. Chandrabhagabai Waman Barai, Shri Daulat Doma Barai and Smt. Satyabhamabai Daulat Barai for partition and separate possession

11) That the said Civil Suit came to be decreed by the Hon'ble Civil Judge Sr. Division Nagpur by its Judgment and Decree dated 29.03.2008, thereby declared that Smt. Gangubai Bawankar and three others i.e. plaintiffs in the said suit are entitle for partition and separate possession to the extent of 1/6th share each in the land of Survey No. 70 and 71 and accordingly, preliminary decree has been drawn.

12) That during the course of time Shri Wasudeo Waman Barai has left for heavenly abode on 12.04.2009 issueless and therefore his share in the scheduled property was devolved upon the other surviving legal heirs of Shri. Waman Barai.

13) That on 15/12/2011 Shri Labhaji Kanthiram Jaipurkar had agreed to sell the land bearing Kh. No. 71, total admeasuring 4.04 H.R. to (1) Shri Ravindra Kisanrao Kapse, (2) Smt. Pallavi Ravindra Kapse (3) Shri Pramod Kisanrao Kapse and (4) Smt. Vaishali Pramod Kapse by executing the registered Agreement to sell same was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 6403/2011 dated 15/12/2011.

14) That in pursuance of registered Agreement to sell dated 15.12.2011 Shri Labhaji Kanthiram Jaipurkar had sold the entire land bearing Kh. No. 71, total admeasuring 4.04 H.R. to (1) Shri Ravindra Kisanrao Kapse, (2) Smt. Pallavi Ravindra Kapse (3) Shri Pramod Kisanrao Kapse and (4) Smt. Vaishali Pramod Kapse and the same by way of executing the registered Sale Deed, same was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 2769/2012 dated 21/06/2012 and by virtue of the said Sale Deed (1) Shri Ravindra Kisanrao Kapse, (2) Smt. Pallavi Ravindra Kapse (3) Shri Pramod Kisanrao Kapse and (4) Smt. Vaishali Pramod Kapse became the joint co-owners of the land bearing Kh. No. 71 admeasuring 4.04 HR and accordingly their names are duly mutated in the records of 7/12 extract being the joint owners of the Kh. No. 71.

15) That it is pertinent to note here that as per the partition dated 17.09.1984 took placed in between the Daulat Barai and legal heirs of Waman Barai, the land admeasuring 1 acre out of Kh. No. 70 came to the share of Daulat Barai along with Kh. No. 71 and land admeasuring 4.42 HR out of Kh. No. 70 came to the share of Legal heirs of Waman Barai, despite this fact, the names of the legal heirs of the Waman Barai had mutated in entire Kh. No. 70 admeasuring 4.82 HR and therefore Shri. Daulat Barai apprehending that the legal heirs of the Waman Barai would take disadvantages of the mutation entry and would dispose off the said Kh. No. 70 and therefore on 18.10.2012 he had filed the Civil Suit bearing No. RCS 254/2012 (Daulat Vs. Chandrabhagabai and others) before the Hon'ble Civil Judge Jr. Division Hingna for redressing his grievance.

16) That it is pertinent to note here that on 20.12.2012 Shri. Daulat Barai had unconditionally withdrawn the said civil Suit bearing No. 254/2012 (Daulat Vs. Chandrabhagabai and others) and as such same was accordingly disposed off by the order dated 20.12.2012 passed by Hon'ble Civil Judge Jr. Division Hingna.

17) That 1) Shri Janardhan Waman Barai, 2) Sau. Radhabai Deorao Mule (Maiden name: Ku. Radhabai Waman Barai) 3) Smt. Chandrabhagabai Waman Barai with the consent of (1) Smt. Gangubai Bhaiyyaji Bawankar, (2) Smt. Ambabai Gajanan Rewatkar, (3) Shri Pandurang Laxman Dhoble [legal heir of late Bayabai Laxman Dhoble] and (4) Smt. Shantabai Bhagwanji Bandre had sold said entire property of Kh. No. 70 total admeasuring 4.82 H.R. to M/s Om Shivam Buildcon Pvt. Ltd. through Director Shri Ravindra Kisanrao Kapse by virtue of registered Sale Deed which was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 43/2015 on 02.01.2015 and

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owner of the land bearing Kh. No. 70 admeasuring 4.82 HR and its name has been duly mutated in the record of right vide Mutuation Enrty No. 317 to that effect. That, the said sale deed is duly adjudicated by the Collector of Stamps, vide Adjudication Case No. 4600902/258/2014 dated 30.01.2014 and accordingly the M/s Om Shivam Buildcon Pvt. Ltd. had paid the required stamp duty vide challen No. 27/108, dated 31.12.2014.

18) That 1) Smt. Gangubai W/o. Bhaiyyaji Bawankar, 2) Smt. Ambabai W/o. Gajanan Revatkar, 3) Shri Pandurang S/o. Laxman Dhoble, 4) Smt. Shantabai Bhagwanji Bandre had also executed the notarized confirmation deed to the all the previous sale transaction in respect of Kh. No. 71 including the registered Sale Deed, dated 10.01.2006, Agreement to Sell dated 15.12.2011 and Sale Deed dated 21.06.2012 in favour of (i) Smt. Pallavi Ravindra Kapse, (ii) Smt. Vaishali Pramod Kapse, (iii) Shri Pramod Kisanarao Kapse, (iv) Shri Ravindra Kisanrao Kapse bearing notarial No. 102, dated 19.01.2015.

19) ***That it is pertinent to note here that (1) Shri Ravindra Kisanrao Kapse, (2) Smt. Pallavi Ravindra Kapse (3) Shri Pramod Kisanrao Kapse and (4) Smt. Vaishali Pramod Kapse initially availed the Financial Assistance of Rs. 4,80,00,000/- by way of creating the registered mortgage over the schedule property from The Yavatmal Urban Cooperative Bank, Deonagar Branch, Nagpur and accordingly they have executed four registered Mortgage Deeds dated 19.11.2013, which were duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 4861, 4862, 4863 and 4864, and upon payment of entire outstaings of the said financial institution, The Yavatmal Urban Cooperative Bank, Deonagar Branch, Nagpur has executed registered Re-conveyance Deed, which are duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 549, 552, 553, 554 dated 18.02.2017.***

History of Khasra No. 72 (Old Kh. No. 25) Adm. 3.06 HR and Khasra No. 73 (Old Kh. No. 24) adm. 1.88 HR

1) That originally all that piece and parcel of Kh. No. 72 old Kh. No. 25 admeasuring 3.06 H.R. (7.55 acres) of Mouza-Sondapar was belongs to 01) Shri Mahadeo S/o Maroti Wankhede, 02) Smt. Tulsi Wd/o Maroti Wankhede 03) Shri Raghunath S/o Maroti Wankhede, 04) Shri Bala S/o Maroti Wankhede, 05) Shri. Gulab S/o Maroti Wankhede 06) Shri. Keshav S/o Maroti Wankhede being their ancestral property and an entry to that effect is duly reflected in the records of rights i.e. Adhikar Abhilekh Panji.

2) That Shri Mahadeo Maroti Wankhede, and Shri Tulsi Maroti Wankhede were died somehow in the year 1973 & 1974 respectively and as a result therefore their share in the scheduled property was devolved upon their other surviving legal heirs alongwith legal heirs Shri Mahadeo Maroti Wankhede namely Ku. Sushila D/o Mahadeo Wankhede and Mrs. Pramila W/o Baba Gawande and entry to that effect is duly reflected in the records of Rights.

3) That in the same like manner originally All That piece and parcel of Agricultural Land bearing Kh. No. 24 admeasuring 1.88 H.R. (4.64 acres) of Mouza-Sondapar was owned and possessed by Shri Doma Ganu Chaple and Smt. Jani Ganu Chaple being their separate property and entry to that effect is also reflected in the records of rights i.e. Adhikar Abhilekh Panji.

4) That thereafter T.I.L.R. (Tehsil Inspector Land Revenue) Department of Government of Maharashtra had conducted the resurvey and Remeasurement and as per the said resurvey said land admeasuring 3.06 H.R. of Kh. No. 25 has been renumbered as Kh. No. 72 and land admeasuring 1.88 HR of Kh. No. No. 24 renumbered as Kh. No. 73.

5) That Shri Doma Ganu Chaple and Smt. Jani Ganu Chaple have jointly sold said property Kh. No. 73 (New) old Kh. No. 24 admeasuring 1.88 H.R. (4.64 acres) of Mouza-Sondapar to (1) Shri Sudhakar Bapurao Telrandhe, (2) Shri Manohar Bapurao Telrandhe, (3) Shri Chandrashekhar Bapurao Telrandhe, (4) Shri Moreshwar Bapurao Telrandhe by way of executing the registered Sale Deed and the same was duly registered with the Sub-Registrar Office, Nagpur in Book No. 1 at Sr. No. 2403 dated 07/05/1980.

6) That on 11/11/1986 (i) Shri Raghnuath Maroti Wankhede, (ii) Shri Bala Maroti Wankhede, (iii) Shri Gulab Maroti Wankhede, (iv) Shri Keshav Maroti Wankhede, (v) Ku. Sushila Mahadeo Wankhede through Pramila Baba Gawande, (vi) Shri Ramdas Raghnuath Wankhede, (vii) Shri Pandhari Raghnuath Wankhede, (viii) Shri Champat Raghnuath Wankhede, (ix) Shri Haridas Bala Wankhede, (x) Shri Arun Bala Wankhede, (xi) Shri Baban Gulab Wankhede, (xii) Shri Shrawan Gulab Wankhede, (xiii) Shri Chandu Gulab Wankhede, (xiv) Shri Madhu Keshav Wankhede, (xv) Shri Gajanan Keshav Wankhede, (xvi) Shri Suresh Keshav Wankhede Sr. No. 15 & 16 through their natural guardian Father Shri Keshav Maroti Wankhede, (xvii) Smt. Pramila W/o. Baba Gawande had sold out the said property to (i) Shri Sudhakar Bapurao Telrandhe, (ii) Shri Manohar Bapurao

SUNIL S. SHINDE High Court of Bombay

Telrandhe, by executing the registered Sale Deed, same was registered in the office of Sub-registrar, Nagpur No.3, in Book No.1, at Sr. No. 3121 dated 29/10/1986

7) That by virtue of the aforesaid Sale Deeds dated 07.05.1980 and Sale Deed dated 29.10.1986 01) Shri Sudhakar S/o Bapurao Telrandhe, 02) Shri Manohar S/o Bapurao Telrandhe, 03) Shri Chandrashekhar S/o Bapurao Telrandhe, 04) Shri Moreshwar S/o Bapurao Telrandhe becomes the Joint Legal Owners of the land bearing Kh. No. 72 admeasuring 3.06 HR and land bearing Kh. No. 73 admeasuring 1.88 HR further their names were duly mutated as a joint owners thereupon.

8) That 01) Shri Sudhakar S/o Bapurao Telrandhe, 02) Shri Manohar S/o Bapurao Telrandhe, 03) Shri Chandrashekhar S/o Bapurao Telrandhe, 04) Shri Moreshwar S/o Bapurao Telrandhe have jointly sold land bearing Kh.No.72 admeasuring 3.06 H.R. of Mouza-Sondapar and land bearing Kh. No. 73 admeasuring 1.88 H.R. to M/s Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri. Ravindra S/o Kisanrao Kapse by way of executing registered Sale Deed same was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 2873 dated 20/05/2011 and by virtue of the said Sale Deed M/s Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri. Ravindra S/o Kisanrao Kapse becomes the absolute and full owner of entire land bearing Kh. No. 72 & 73.

9) That 01) Shri Sudhakar S/o Bapurao Telrandhe, 02) Shri Manohar S/o Bapurao Telrandhe, 03) Shri Chandrashekhar S/o Bapurao Telrandhe, 04) Shri Moreshwar S/o Bapurao Telrandhe had also executed the registered correction deed to the sale deed dated 20.05.2011 in favour of M/s Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri. Ravindra S/o Kisanrao Kapse which was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 3793 dated 28.08.2012 thereby carried out the necessary corrections in respect of the area mentioned in the principal Sale.

10) **That, 17/10/2011 M/s Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri. Ravindra S/o Kisanrao Kapse had availed the financial assistance of Rs. 4,00,00,000/- by way of creating the Registered Mortgage over the land bearing Kh. No. 72 total admeasuring 3.06 H.R. along with land of Kh. No. 73 admeasuring 1.88 H.R. from The Yavatmal Urban Co-operative Bank Ltd., Branch At Deo Nagar Nagpur, accordingly the Mortgage Deed has been duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 5322/2011 Dtd: 17/01/2011 and upon payment of entire outstanding of the said financial institution, the said The Yavatmal Urban Co-operative Bank Ltd., Branch At Deo Nagar Nagpur, accordingly release the said property by way of executing the registered Release Deed of Mortgage and the same was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 555/2017 Dtd: 18/02/2017.**

11) **That thereafter M/s Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri. Ravindra S/o Kisanrao Kapse had availed the financial assistance in form of Term Loan and cash credit limits aggregate limits of Rs. 10,70,00,000/- (Term Loan of Rs. 5,80,00,000/- + Cash Credit Limits of Rs. 4,90,000/-) from UCO Bank, Mid Corporate Branch, Ajni Square, Nagpur by way of creating equitable mortgage over the schedule property and upon payment of entire outstanding of the said financial institutions, the said financial institution had issued No Dues Certificate dated 04.01.2019 to that effect.**

12) *That, on 14/08/2012 M/s Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri. Ravindra S/o Kisanrao Kapse had availed the financial assistance in form of Business loan (Cash Credit Limit, Working Capital Limit & Term Loan) of Rs. 15,30,00,000/- (by takeover of existing loan of The Yavatmal Urban Co-operative Bank Ltd., Branch At Deo Nagar Nagpur) by way of creating the Registered Mortgage over the Entire Industrial N.A. land bearing Kh. No. 72 total admeasuring 3.06 H.R. along with land of Kh. No. 73 admeasuring 1.88 H.R. from T.J.S.B. Cooperative Bank Ltd., Ramdaspeth Branch, Nagpur, accordingly the Mortgage Deed has been duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 3714. The Entry of the said charges was duly noted in the 7/12 Extract vide Mutation Entry No. 244 to that effect*

13) *That on 30/03/2013 M/s Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri. Ravindra S/o Kisanrao Kapse had repaid the entire loan liability / loan of Rs. 15,30,00,000/- of T.J.S.B. Cooperative Bank Ltd., (Wardha Road), Ramdaspeth Branch, Nagpur and the said bank has issued No-Dues Certificate dated 30.03.2013 and the said T.J.S.B. Cooperative Bank Ltd., acting through Shri Nitin Shankararo Lanjewar (Wardha Road), Ramdaspeth Branch, Nagpur had also executed the registered Reconveyance Deed to that effect, which was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 3933/2019, dated 10.07.2019.*

History of Khasra No. 74 (Old Kh. No. 23/1, 23/2, 23/3)

That, originally, All that piece and parcel of entire Agricultural Land bearing Kh. No. 74

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owned and possessed by Shri Anand S/o. Bhaduji Chaple being his ancestral property and entry to that effect is also reflected in records of rights i.e. Adhikar Abhilekh.

2) That, Shri Anand S/o. Bhaduji Chaple had left for heavenly abode on 09/02/1962 leaving behind him his following legal heirs namely i.e. (1) Shri Harishchandra S/o. Anandrao Chaple, (2) Shri Prakash S/o. Anandrao Chaple, (3) Mrs. Bhagirathi W/o. Amrutji Falke (Married Daughter) (Maiden Name Ku. Bhagirathi D/o. Anand Chaple) and accordingly the name s of the aforesaid legal heirs had duly recorded as the joint owners of the said property by virtue of intestate succession.

3) That thereafter T.I.L.R. (Tehsil Inspector Land Revenue) Department of Government of Maharashtra had conducted the resurvey and Remeasurement and as per the said resurvey said land admeasuring 0.65 H.R. of Kh. No. 23/3 has been renumbered as Kh. No. 74 and the same was recorded in the names of (1) Shri Harishchandra S/o. Anandrao Chaple, (2) Shri Prakash S/o. Anandrao Chaple, (3) Mrs. Bhagirathi W/o. Amrutji Falke (Married Daughter) (Maiden Name Ku. Bhagirathi D/o. Anand Chaple).

4) That, Mrs. Bhagirathi W/o. Amrutji Falke (Married Daughter) (Maiden Name Ku. Bhagirathi D/o. Anand Chaple) had relinquished her Undivided share and interest in the schedule land in favour of her real brothers (1) Shri Harishchandra S/o. Anandrao Chaple, (2) Shri Prakash S/o. Anandrao Chaple, without any consideration by way of executing the registered Deed of Relinquishment, same was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 4524/2013 dated 22/10/2013 and by virtue of the Relinquishment Deed (1) Shri Harishchandra S/o. Anandrao Chaple, (2) Shri Prakash S/o. Anandrao Chaple, became the joint co-owners of the said property and their names were duly mutated in the records of rights i.e. 7/12 extract as aowners thereupon.

5) That (1) Shri Harishchandra S/o. Anandrao Chaple, (2) Shri Prakash S/o. Harishchandra Chaple, have jointly sold the land bearing Kh. No. 74 admeasuring 0.65 H.R. to M/s Om Shivam Buildcon Pvt. Ltd. acting through its Director Shri. Ravindra S/o Kisanrao Kapse by way of executing the registered Sale Deed and the same was duly registered with the Sub-Registrar Office, Hingna in Book No. 1 at Sr. No. 1994/2014 dated 12/05/2014 and by virtue of the said Sale Deed M/s Om Shivam Buildcon Pvt. Ltd. acting through its Director Shri. Ravindra S/o Kisanrao Kapse became the absolute and full owner of the land bearing Kh. No. 74 and its name is duly mutated in the records of 7/12 extract.

6) That the aforesaid owner initially availed the financial assistance from ICICI Bank Ltd., by executing the registered Deed of Mortgages which were duly registered in the office of Sub-Registrar Haveli No. 7, at Sr. No. 6747/2015, 9327/2016, 6746/2017 and 9032/2018 dated 14.03.2016, 23.12.2016, 26.07.2017 and 09.10.2018 respectively and the said charge was redeem by the aforesaid owner by paying entire outstanding and accordingly the ICICI Bank Ltd. had executed the registered reconveyance Deed, which was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 3866/2019, dated 06.07.2019.

7) ***That M/s Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri. Ravindra S/o Kisanrao Kapse had availed the financial assistance of Rs. 20,00,00,000/- from ICICI Bank Ltd. Pune as a Project Finance against the Project "SHIV ELITE" by way of registered Mortgage being the collateral security and the said registered mortgage was duly registered with the Sub-Registrar Office, Nagpur-7 in Book No. 1 at Sr. No. 5315/2014 dated 09/09/2014 and all the original documents pertants to Kh. No. 74 is in the custody of the said ICICI Bank Ltd. Branch at Pune and the said Bank had also issued the List of Document dated 15/11/2018 to that effect. Further the charge of ICICI Bank Ltd is also reflected in the records of rights i.e. 7/12 Extract vide Mutation Entry No. 311 to that effect and upon payment of entire outstandings of the said financial institution, said financial institution had issued No Dues Certificate dated 23.05.2019.***

History of Khasra No. 75, (Old 23/1 and 23/2), 76/1B, 76/2, 76/3 (Old Kh. No. 26/2)

1) That, originally all that piece and parcel of entire agricultural land bearing Old Kh. No. 23/1 and 23/2 admeasuring 1.34 HR of Mouza-Sondapar belongs to 1) Shri. Panjabrao Ramaji Chaple 2) Sau. Babi Pundalikrao Jawnjal 3) Sau. Vatsala Kisna Hiwarkar, being their ancestral property.

2) That 1) Shri. Panjabrao Ramaji Chaple 2) Sau. Babi Pundalikrao Jawnjal 3) Sau. Vatsala Kisna Hiwarkar had sold out the aforesaid entire land to 1) Shri. Sudhakar Bapurao Telrandhe 2) Shri. Manohar Bapurao Telrandhe 3) Shri. Chandrashekhar Bapurao Telrandhe 4) Shri. Moreshwar Bapurao Telrandhe, by executing the registered Sale Deed, same was duly registered in the office of Sub-Registrar Nagpur-3, at Sr. No. 3419, dated 18.05.1982.

That the aforesaid transaction was duly recorded in the records of Rights i.e. in 7/12 extract as the absolute owners of the schedule Kh. No. 23/1 and 23/2.

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4) That, originally all that piece and parcel of entire agricultural land bearing Old Kh. No. 26/2 admeasuring 4.98 H.R. of Mouza – Sondapar owned and possessed by Shri Raghunath Maroti Wankhede having been acquired by him by virtue of Sale Deed and entry to that effect is duly reflected in the records of rights i.e. Adhikar Abhilekh Panji.

5) That, a family partition in respect of the aforesaid land has been taken place in between Shri Raghunath Maroti Wankhede and his three sons namely 1) Shri Ramdas S/o. Raghunath Wankhede, 2) Shri Pandhari S/o. Raghunath Wankhede, 3) Shri Champat S/o. Raghunath Wankhede, and as per the terms for the said partition, Shri Ramdas Raghunath Wankhede has got middle portion of the land admeasuring 1.78 H.R. and in the same like Shri Pandhari Raghunath Wankhede has got Southern portion of land admeasuring 1.60 H.R. and Shri Champat Raghunath Wankhede has got remaining Northern portion of land admeasuring 1.60 H.R. and accordingly the mutation entry to that effect has been recorded by the concern authority.

6) That, thereafter T.I.L.R. (Tehsil inspector Land Revenue) Department of Government of Maharashtra had conducted the resurvey and remeasurement and as per the said resurvey said Kh. No. 23/1 and 23/2 admeasuring 1.34 HR has been renumbered as Kh. No. 75, the Northern portion of land admeasuring 1.60 H.R of Kh. No. 26/2 has been renumbered as Kh. No. 76/1 and the same was recorded to be owned by Shri Champat Raghunath Wankhede in the same like manner the middle portion of the land admeasuring 1.78 H.R. of Kh. No. 26/2 has been renumbered as Kh. No. 76/2 and the same was recorded to be owned by Shri Ramdas Raghunath Wankhede and Southern portion of land admeasuring 1.60 H.R. of Kh. No. 26/2 has been renumbered as Kh. No. 76/3 the same was recorded to be owned by Shri Pandhari Raghunath Wankhede.

7) That, Shri Champat Raghunath Wankhede has sold land admeasuring 1.00 H.R. out of entire land admeasuring 1.60 H.R. said property and the land admeasuring 1.34 HR bearing **Kh. No. 75 (Old 23/1, 23/2)** to 1) Shri Sudhakar Bapurao Telrandhe, 2) Shri Manohar Bapurao Telrandhe, 3) Shri Chandrashekhar Bapurao Telrandhe, 4) Shri Moreshwar Bapurao Telrandhe by executing the registered Sale Deed, same was duly registered in the office of Sub-Registrar Nagpur-11 at SR. No. 3678, dated 17/04/1995 and an as a result of this Shri Champat Raghunath Wankhede has retain the land admeasuring 0.60 HR and 1) Shri Sudhakar Bapurao Telrandhe, 2) Shri Manohar Bapurao Telrandhe, 3) Shri Chandrashekhar Bapurao Telrandhe, 4) Shri Moreshwar Bapurao Telrandhe has been recorded as the owners of land admeasuring 1.00 H.R. out of Kh. No. 76/1, which was then renumbered as **76/1A adm 1.00 HR.**

8) That Shri. Pandhari Raghunath Wankhede had agreed to sell the entire land bearing Kh. No. 76/3 Adm. 1.60 H.R. to M/s. Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri Ravindra Kisanrao Kapse by way of executing the registered Agreement to Sell, same was duly registered in the office of Sub-Registrar, Hingna in Book No.1, at Sr. No. 6271/2011 dated 07/12/2011.

9) That in the same like manner Shri Ramdas Raghunath Wankhede had also agreed to sell the entire land bearing Kh. No. 76/2 admeasuring 1.78 H.R. to M/s. Om Shivam Buildcon Pvt. Ltd. acting through is Director Shri Ravindra S/o. Kisanrao Kapse, by executing the registered Agreement to sell and the same was duly registered in the office of Sub-Registrar, Hingna, at Sr. No. 6272/2011, dated 07/12/2011.

10) That, Shri Champat Raghunath Wankhede thereafter sold out the said land admeasuring 0.60 H.R. to Shri Chandrashekhar Kisanrao Kapse by way of executing the registered Sale Deed and the same was duly registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 1189/2012, dated 16/03/2012, by virtue of the said Sale Deed **Shri Chandrashekahr S/o. Kisanrao Kapse** became the absolute and full owner of the land admeasuring 0.60 HR out of Kh. No. 76/1 which was then renumbered as 76/1B and his name was also mutated in the Records of Right i.e. in 7/12 Extract.

11) That in pursuance of registered Agreement to sell dated 07.12.2011 Shri Ramdas Raghunath Wankhede had sold the entire land bearing Kh. No. 76/2 admeasuring 1.78 H.R. to M/s. Om Shivam Buildcon Pvt. Ltd. acting through its Director Shri Ravindra Kisanrao Kapse, by way of executing the registered Sale Deed and the same was duly registered in the office of Sub-Registrar, Hingna, at Sr. No. 3906/2012 dated 04/09/2012 and by virtue of the said Sale Deed **M/s. Om Shivam Buildcon Pvt. Ltd. acting through its Director Shri Ravindra Kisanrao Kapse** became the absolute and full owner of the schedule land and its name is duly mutated in the records of 7/12 extract.

12) That in pursuance of registered Agreement to sell dated 07.12.2011 Shri Pandhari Raghunath Wankhede had sold the entire land bearing Kh. No. 76/3 adm. 1.60 H.R. to

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of Sub-Registrar, Hingna in Book No.1, at Sr, No., 3908/2012 dated 04/09/2012 and by virtue of the said Sale Deed **M/s. Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri Ravindra Kisanrao Kapse** became the absolute and full owner of the land bearing Kh. No. 76/3 admeasuring 1.60 HR.

13) That 1) Shri. Sudhakar Bapurao Telrandhe 2) Shri. Manohar Bapurao Telrandhe 3) Shri. Chandrashekhar Bapurao Telrandhe 4) Shri. Moreshwar Bapurao Telrandhe, thereafter sold out the land bearing **Kh. No. 76/1/A adm 1.00 HR and Kh. No. 75 Adm. 1.34 HR of Mouza – Sondapar** to M/s. Om Shivam Buildcon Pvt. Ltd., through its Director Shri Ravindra Kisanrao Kapse, by executing the registered Sale Deed, same was duly registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 3348/2017 dated 29.07.2017.

14) That by virtue of the aforesaid Sale Deed dated 16.03.2012 **Shri Chandrashekahr S/o. Kisanrao Kapse** becomes the owner of land bearing Kh. No. 76/1B admeasuring 0.60 HR and by virtue of three separate registered Sale Deeds dated 04.09.2012, and Sale Deed dated 29.07.2017 **M/s. Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri Ravindra Kisanrao Kapse** becomes the owner of land bearing Kh. No. 75 admeasuring 1.34 HR, Kh. No. 76/1A admeasuring 1.00 HR, Kh. No. 76/2 admeasuring 1.78 HR and Kh. No. 76/3 admeasuring 1.60 HR and accordingly the mutation to that effect is also effected in the 7/12 Extract.

History of Khasra No. 77/1A (Old Kh. No. 22/4k, 27/1k) admeasuring 1.85 HR

1) That, originally all that piece and parcel of entire land bearing Kh. No. 22/1K total adm. 4.25 H.R. of Mouza – Sondapar originally belongs to Shri Pandurang Ramchandra Pawase and entry to that effect is duly recorded in Adhikar Abhilekh Panji of the Year 1954 – 55.

2) That on 15/01/1986 Shri Pandurang Ramchandra Pawase had sold out the land adm. 1.21 H.R. out of entire land adm. 4.25 H.R. to Shri. Kishor Dharmaji Wange and Smt. Zintgubai Dharmaji Wange by way of executing the registered Sale Deed, same was duly registered in the office of Sub-Registrar, Nagpur in Book No. 1, at Sr. No. 95 dated 13/10/1986 and as a result of the aforesaid Sale Deed now Shri Pandurang Ramchandra Pawase was left remain with land adm. 3.04 H.R. out of the said Kh. No. 22/1K.

3) That Shri Pandurang Ramchandra Pawase left for heavenly abode on 22/11/1987 and his wife Smt. Saraswati Pandurang Pawase had also died leaving behind them, following legal heirs namely 1) Smt. Prabhavati Tukaram Tayade, 2) Smt. Kusumbai Shridharrao Shahakar and the names of the aforesaid legal heirs had duly recorded as the joint owners of the said property by virtue of intestate succession.

4) That, after the resurvey and remeasuremt of the said land adm. 3.04 H.R. has been renumbered as Kh. No. 77/1 and same was recorded to be owned and possess by 1) Smt. Prabhavati Tukaram Tayade, 2) Smt. Kusumbai Shridharrao Shahakar.

5) That on 15/12/2012 Smt. Prabhavati Tukaram Tayade and Smt. Kusumbai Shridharrao Shahakar have jointly sold out land adm. 1.85 H.R. out of entire land adm. 3.04 H.R. of KH. No. 77/1 to 1) Shri Kisanrao Mahadeorao Kapse 2) Mrs. Suryakanta Kisan Kapse 3) Smt. Laxmi Chandrashekhar Kapse by way of executing the registered Sale Deed, same was duly registered in the office of Sub-Registrar, Hingna, in Book No. 1, at Sr. No. 5249/2012 dated 15/12/2012 and by virtue of said Sale Deed 1) Shri Kisanrao Mahadeorao Kapse 2) Mrs. Suryakanta Kisan Kapse 3) Smt. Laxmi Chandrashekhar Kapse became the joint co-owners of the said land admeasuring 1.85 HR which was then renumbered as Kh. No. 77/1A and same was recorded in the name of 1) Shri Kisanrao Mahadeorao Kapse 2) Mrs. Suryakanta Kisan Kapse 3) Smt. Laxmi Chandrashekhar Kapse.

6) ***That M/s. Om Shivam Buildcon Pvt. Ltd. Acting through its Director Shri Ravindra Kisanrao Kapse had availed the financial assistance from Bhaichand Raisoni Multistate Co-operative Credit Society Ltd., Navipeth, Jalgaon by way of creating the registered Mortgage over the Land bearing Kh. No. 76/2 and 76/3 and Kh. No. 77/1A and the same was duly registered in the office of Sub-Registrar, Hingna, in Book No.1, at Sr. No. 482/2014 dated 29/01/2014 and upon payment of the entire outstanding of the said financial institution, the Bhaichand Raisoni Multistate Co-op Credit Society Ltd. Navipeth, Jalgaon had issued the No Dues Certificate dated 22/01/2017 and further release the said property from its charge by way of executing registered Re-Conveyance Deed, same was duly registered in the office of Sub-Registrar, Hingna, in Book No. 1, at Sr. No. 1103/2017 dated 23/03/2017.***

That as per the aforesaid transactions the following persons are the owners of their respective Khasaras;

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No.	Number			
1	70	4.82 HR	Registered Sale Deed SRO Hingna at Sr. No. 43/2015 date 02.01.2015	M/s Om Shivam Buildcon Pvt. Ltd.
2	71	4.04 HR	Registered Sale Deed SRO Hingna Sr. No. 2769/2012 date 21.06.2012	(1) Shri Ravindra Kisanrao Kapse, (2) Smt. Pallavi Ravindra Kapse (3) Shri Pramod Kisanrao Kapse and (4) Smt. Vaishali Pramod Kapse
3	72	3.06 HR	Registered Sale Deed SRO Hingna Sr. No. 2873 dated 20/05/2011	M/s Om Shivam Buildcon Pvt. Ltd.
4	73	1.88 HR	Registered Sale Deed SRO Hingna Sr. No. 2873 dated 20/05/2011	M/s Om Shivam Buildcon Pvt. Ltd.
5	74	0.65 HR	Registered Sale Deed SRO Hingna, Sr. No. 1994/2014 dated 12/05/2014	M/s Om Shivam Buildcon Pvt. Ltd.
6	75	1.34 HR	Registered Sale Deed SRO-Hingna, at Sr. No. 3348/2017, dated 29.07.2017.	M/s Om Shivam Buildcon Pvt. Ltd.
7	76/1/A	1.00 HR	Registered Sale Deed SRO-Hingna, at Sr. No. 3348/2017, dated 29.07.2017.	M/s Om Shivam Buildcon Pvt. Ltd.
6	76/1B	0.60 HR	Registered Sale Deed SRO at Sr. No. 1189/2012, dated 16/03/2012	Shri Chandrashekahr Kisanrao Kapse
7	76/2	1.78 HR	Registered Sale Deed SRO Hingna Sr. No. 3906/2012 dated 04/09/2012	M/s. Om Shivam Buildcon Pvt. Ltd.
8	76/3	1.60 HR	Registered Sale Deed, SRO Hingna at Sr. No. 3908/2012 dated 04/09/2012	M/s. Om Shivam Buildcon Pvt. Ltd.
9	77/1A	1.85 HR	Registered Sale Deed, SRO Hingna Sr. No. 5249/2012 dated 15/12/2012	1) Shri Kisanrao Mahadeorao Kapse 2) Mrs. Suryakanta Kisan Kapse 3) Smt. Laxmi Chandrashekhar Kapse
Total Area		**22.62 HR**		

7) That aforesaid entire land is covered by the Metropolitan area declared by the Government vide Notification No. TSP-1899/1191/CR-80/99/UD-13 dated 23.07.1999 and Notification No. NIT/2202/4025/CR-493/2002/UD-26 dated 24.12.2002, Government of Maharashtra has extended the jurisdiction of the NIT to the Metropolitan area. Subsequent Notification No. TPS/2409/2890/CR-356/09/UD-09 dated 31.08.2010 by which the NIT has appointed as a Special Planning Authority for the said area and subsequently declared as Area Development Authority by Govt. of Maharashtra vide Notification No. TPS-2414/451/CR-231/2014/UD-9 dated 23.12.2004, and on basis of Public Participation Method, the Nagpur improvement Trust, Nagpur (Metro) Section had executed the Memorandum of Understaing thereby it was agreed on the terms and conditions of the said MOU, 60 % of land out of entire land of 22.62 HR was agreed to be retain by the aforesaid owners however the remaining 40 % agreed to be handed over to NIT.

8) That upon calculating the area in 60 : 40 ratio as per the Memorandum of Understaining the, the land 13.572 HR (60 %) which is agreed to be retain by the aforesaid owners then converted in to Plots bearing No. 237/1, 237/2, 238/1, 238/2, 239, 240, 241, 242, and 247/1.

9) That the Tahasildar Hingna had issued the NA Sanad in respect of the entire plotable land admeasuring 1,21,680 Sq. Mtrs. (12.1680 H.R.) bearing Plots No. 237/1, 238/1, 238/2, 239, 241, 242, and 247/1 ***(Exculding Plot No. 240 and 237/2 which is in respect of other project***

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portion of Khasra No. 70,71,72,73,74, 76/1B, 76/2, 76/3 and 77/1A of Mouza-Sondapar by its order passed in Rev. Case No. 1/NAP-34/2015-2016, dated 11.03.2016.

10) That the owner had executed the development Agreement with Nagpur Improvement Trust, Nagpur on 22.12.2016 in respect of entire land bearing Plot No. 237/1, 238/1, 238/2, 239, 241, 242 and 247/1 admeasuring 1,21,680 Sq. Mtrs. (12.1680 H.R.) being a portion of land bearing Khasra No. 70, 71, 72, 73, 74, 75, 76/1, 76/1B, 76/2, 76/3 and 77/1A of Mouza-Sumthana-Sondapar-Kotewada-Jamtha-Parsodi NIT Scheme and after completing all formalities, the competent authority of NIT has approved/sanctioned the layout prepared under the said khasra of land which consists of Plot No. 237/1, 238/1, 238/2, 239, 241, 242 and 247/1.

11) That, the aforesaid owners then decided to develop the aforesaid entire land bearing Plot No. 237/1, 238/1, 238/2, 239, 241, 242 and 247/1 having total area admeasuring 1,21,680 Sq. Mtr. by constructing the Township to be known and styled as "SHIV KAILASA" in phasewise manner and accordingly the owner prepared the proposed building plan of the building No. 9, 10, 11 and 14 to constructed in Phase- I which was duly sanctioned and approved by Nagpur Metropolitan Region Development Authority bearing Permit No. BE(NMRDA)/West/Hingna Tahsil/ No. MB-2542/ 20160407148/0002/249 Dated 29/10/2018.

12) That the aforesaid owner then also registered the project **"SHIV-KAILASA PHASE-I"** with Maharashtra Real Estate Regulatary Authority bearing its **Registration No. P50500018424 dated 30/10/2018.**

13) That, the aforesaid owners then submitted the propeosed Building No. 9 of the said SHIV KAILASA to the provisions of Maharashra Apartment Ownership Act, 1976 by executing the registered Deed of Declaration, executed by (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Mrs. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod S/o. Kisanrao Kapse, (iv) Mrs. Vaishali W/o. Pramod Kapse, (v) Shri Chandrashekhar S/o. Kisanrao Kapse, (vi) Shri Kisanrao S/o. Mahadeorao Kapse, (vii) Mrs. Suryakanta W/o. Kisanrao Kapse, (viii) Mrs. Laxmi W/o. Chandrashekhar Kapse & (ix) Om Shivam Buldcon Pvt. Ltd. Through its Director Shri Chandrashekhar S/o. Kisanrao Kapse, all through their power of attorney for admission Shri Chandrashekhar S/o. Kisanrao Kapse, same was registered in the office of Sub-registrar, Hingna, in Book No.1, at Sr. No. 4567/2018 dated 31/10/2018 **[Building No.9 consist of Tower No.1 known as "Kangiri", Tower No.2 known as "Hardeol", Tower No.3 known as "Dunagiri", Tower No.4 known as "Tirsuli"]**

14) That, the aforesaid owners then submitted the propeosed Building No. 10 of the said SHIV KAILASA to the provisions of Maharashra Apartment Ownership Act, 1976 by executing the registered Deed of Declaration executed by (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Mrs. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod S/o. Kisanrao Kapse, (iv) Mrs. Vaishali W/o. Pramod Kapse, (v) Shri Chandrashekhar S/o. Kisanrao Kapse, (vi) Shri Kisanrao S/o. Mahadeorao Kapse, (vii) Mrs. Suryakanta W/o. Kisanrao Kapse, (viii) Mrs. Laxmi W/o. Chandrashekhar Kapse & (ix) Om Shivam Buldcon Pvt. Ltd. Through its Director Shri Chandrashekhar S/o. Kisanrao Kapse, all through their power of attorney for admission Shri Chandrashekhar S/o. Kisanrao Kapse, same was registered in the office of Sub-registrar, Hingna, in Book No.1, at Sr. No. 4568/2018 dated 31/10/2018 **[Building No.10 consist of 5 separate Towers identified as Tower No.1 known as "Amboli", Tower No.2 known as "Bhilar", Tower No.3 known as "Arvalam", Tower No.4 known as "Kapila", Tower No.5 known as "Girna]**

15) That, the aforesaid owners then submitted the propeosed Building No. 14 of the said SHIV KAILASA to the provisions of Maharashra Apartment Ownership Act, 1976 by executing the registered Deed of Declaration executed by (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Mrs. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod S/o. Kisanrao Kapse, (iv) Mrs. Vaishali W/o. Pramod Kapse, (v) Shri Chandrashekhar S/o. Kisanrao Kapse, (vi) Shri Kisanrao S/o. Mahadeorao Kapse, (vii) Mrs. Suryakanta W/o. Kisanrao Kapse, (viii) Mrs. Laxmi W/o. Chandrashekhar Kapse & (ix) Om Shivam Buldcon Pvt. Ltd. Through its Director Shri Chandrashekhar S/o. Kisanrao Kapse, all through their power of attorney for admission Shri Chandrashekhar S/o. Kisanrao Kapse, same was registered in the office of Sub-registrar, Hingna, in Book No.1, at Sr. No. 4569/2018 dated 31/10/2018 **[Building No.14 consists of 2 separate Towers identified as Tower No.1 known as "Shivalik", Tower No.2 known as "Kangchenjunga"]**

16) That, the aforesaid owners then submitted the propeosed Building No. 11 of the said SHIV KAILASA to the provisions of Maharashra Apartment Ownership Act, 1976 by executing the registered Deed of Declaration executed by (i) Shri Ravindra S/o. Kisanrao Kapse, (ii) Mrs. Pallavi W/o. Ravindra Kapse, (iii) Shri Pramod S/o. Kisanrao Kapse, (iv) Mrs.

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Kisanrao S/o. Mahadeorao Kapse, (vii) Mrs. Suryakanta W/o. Kisanrao Kapse, (viii) Mrs. Laxmi W/o. Chandrashekhar Kapse & (ix) Om Shivam Buildcon Pvt. Ltd. Through its Director Shri Chandrashekhar S/o. Kisanrao Kapse, all through their power of attorney for admission Shri Chandrashekhar S/o. Kisanrao Kapse, same was registered in the office of Sub-registrar, Hingna, in Book No.1, at Sr. No. 4570/2018 dated 31/10/2018 **[Building No.11 consists of 5 separate Towers identified as Tower No.1 known as "Purna", Tower No.2 known as "Penganga", Tower No.3 known as "Pranhita", Tower No.4 known as "Manjira", Tower No.5 known as "Wainganga"]**

17) That on 17.06.2019, the onwers of the aforesaid entire land 1) Shri Ravindra Kisanrao Kapse 2) Mrs. Pallavi Ravindra Kapse 3) Shri Pramod Kisanrao Kapse 4) Mrs. Vaishali Pramod Kapse 5) Shri Chandrashekhar Kisanrao Kapse 6) Shri Kisanrao Mahadevrao Kapse 7) Mrs. Suryakanta Kisanrao Kapse 8) Mrs. Laxmi Chandrashekhar Kapse had executed the registered Joint Development Agreement with M/s Om Shivam Buildcon Private Ltd. Acting through its director Shri Ravindra Kisanrao Kapse, same was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 3398/2019, dated 17.06.2019. thereby assigned the developments works of the entire land.

18) That, 1) Shri Ravindra Kisanrao Kapse 2) Mrs. Pallavi Ravindra Kapse 3) Shri Pramod Kisanrao Kapse 4) Mrs. Vaishali Pramod Kapse 5) Shri Chandrashekhar Kisanrao Kapse 6) Shri Kisanrao Mahadevrao Kapse 7) Mrs. Suryakanta Kisanrao Kapse 8) Mrs. Laxmi Chandrashekhar Kapse, had also executed the registered Power of Attoneny thereby constituted and nominated to M/s Om Shivam Buildcon Private Ltd. Acting through its director Shri Ravindra Kisanrao Kapse, the said power of attorney was duly registered in the office of Sub-Registrar Hingna, at Sr. No. 3399/2019, dated 17.06.2019.

19) That during the course of time, the Nagpur Metropolitan Region Development Authority had taken over the possession of the land to the extend of 40 % out of entire land as per Memorandum of Understaing by executing the Development Agreement with the owners on 25.11.2019.

20) That the Tahasildar Hingna by its order passed in Rev. Case No. 17/RTS-59/2019-20, dated 28.07.2020 had directed to separate the share of the NMRDA i.e. 40 % share from the shares of aforesaid owners i.e. 60% share by taking the entry in records of Rights i.e.in 7/12 extract. and as a result thereof all the original Khasars were devided in to two separate parts and accordingly the name of NMDRA was duly recored in the Records of Rights in respect of Kh. No. 70/1, 71/1, 72/1, 73/1, 74/1, 75/1, 76/1/A/1, 76/2/A, 76/3/A, 76/1/B/1 and 77/1/A/1.

21) That Tahasildar Hingna by its order passed in Rev. Case No. 22/RTS-59/2019-20, dated 21.12.2020 had directed to carry out the necessary correction in area of 7/12 extract in view of the ratio of 60:40 as per the Memorandum of Understanding executed in between the owners and the development Authority.

22) That Tahasildar Hingna by its order passed in in Rev. Case No. 28/RTS-59/2019-20, dated 31.05.2021 had directed to carry out mutation in respect of separation of Kh. No. 76/3/B in two separate part i.e. Kh. No. 76/3/B/1 and 76/3/B/2 having area amdmeasuring 7687.36 Sq. Mtr. and 7586.56 Sq. Mtr. respectively in the name of Om Shivam Buildcon Pvt. Ltd.

23) That the original sanctioned building plan and permit in respect of Building No. 9, 10, 11 and 14 of Phase-I of the SHIV KAILASA was revised by adding the building of the Phase-II of Shiv Kailasa which was duly sanctioned and approved by Nagpur Metropolitan Region Development Authority, bearing its building permit No. B.E. (NMRDA)/West/Hingna Tahsil/No. MB-444/201807109/2043/719, dated 20.05.2021.

- The 7/12 extract of the respective Khasras is in the name of present owners, i.e. **1) Shri Ravindra Kisanrao Kapse 2) Mrs. Pallavi Ravindra Kapse 3) Shri Pramod Kisanrao Kapse 4) Mrs. Vaishali Pramod Kapse 5) Shri Chandrashekhar Kisanrao Kapse 6) Shri Kisanrao Mahadevrao Kapse 7) Mrs. Suryakanta Kisanrao Kapse 8) Mrs. Laxmi Chandrashekhar Kapse, 9) M/s Om Shivam Buildcon Private Ltd. acting through its director Shri Ravindra Kisanrao Kapse, and presently all the Khasaras are amalgamated and same are now renumbered as Amalgamated Plot Nos. 237/1, 237/2, 238/1, 238/2, 239, 240, 241, 242, 247/1 and presently the new 7/12 extract in respect of the amalgamated Plots are yet to be prepared by the competent authority.**
- Mutation Entry Numbers of the respective Khasaras of the schedule of property.

Sr. No.	Khasara Number	Area in Sq. Mtr.	Owner	Mutation Entry No. with Date
1	70/2	3998.59	M/s Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No.

SUNIL S. BHANDE High Court of Bombay Bench at Nagpur (MH) 440001

2	71/2	27531.36	(1) Shri Ravindra Kisanrao Kapse, (2) Smt. Pallavi Ravindra Kapse (3) Shri Pramod Kisanrao Kapse and (4) Smt. Vaishali Pramod Kapse	Mutation Entry No. 489, dated 12.02.2021
3	72/2	22287.95	M/s Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 489, dated 12.02.2021
4	73/2	18800	M/s Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 489, dated 12.02.2021
5	74/2	6500	M/s Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 489, dated 12.02.2021
6	75/2	13400	M/s Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 489, dated 12.02.2021
7	76/1/A/2	6453.44	M/s Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 489, dated 12.02.2021
6	76/1/B/2	3674.74	Shri Chandrashekahr Kisanrao Kapse	Mutation Entry No. 489, dated 12.02.2021
7	76/2/B	17800	M/s. Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 489, dated 12.02.2021
8	76/3/B/1	7687.36	M/s. Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 503, dated 04.06.2021
9	76/3/B/2	7586.56	M/s. Om Shivam Buildcon Pvt. Ltd.	Mutation Entry No. 503, dated 04.06.2021
Total Area		**1,35,720 Sq. Mtr.**		

- Search Report for the year 17.06.1991 till 17.06.2021 taken from the Sub-Registrar office at Hingna, Nagpur vide GRN No. **MH002379624202122E, dated 17.06.2021**
- Any other relevant Title : NA
- Litigation : NA

NAGPUR
Date : 17.06.2021

SUNIL S. SHINDE
High Court of Bombay Bench at Nagpur (MH) 440001
ADVOCATE

Sunil S. Shinde
Advocate

CHALLAN
MTR Form Number-6

GRN	MH002379624202122E	BARCODE		Date	17/06/2021-19:44:55	Form ID	

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Search Fee Search Fee	TAX ID / TAN (If Any)	266
		PAN No.(If Applicable)	EQLPS9450R
Office Name	HGN_HINGNA SUB REGISTRAR	Full Name	Sunil Sahebrao Shinde
Location	NAGPUR		
Year	2021-2022 From 17/06/1991 To 17/06/2021	Flat/Block No.	S 14 Samrudhhi Apartment Nr Lohar Samaj
		Premises/Building	
		Road/Street	Bhavan Beltarodi Road
		Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 2 7

Account Head Details	Amount In Rs.
0030072201 SEARCH FEE	750.00
Total	750.00

Remarks (If Any)

Kh.No.70/2-71/2 72/2-73/2-74/2-75/2Part 76/1/A/2 part-76/1/B/2-76/2/B-76/3/B/1-76/3/B/2 Mz SONDAPAR

Amount In Words	Seven Hundred Fifty Rupees Only

Payment Details	BANK OF BARODA

Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	02003942021061701516	1243994212
Bank Date	RBI Date	17/06/2021-19:46:06	Not Verified with RBI
Bank-Branch		BANK OF BARODA	
Scroll No., Date		Not Verified with Scroll	

Department ID : Mobile No. : 9545125268

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 कराव्याच्या दस्तासाठी लागु नाही.

Print Date 17-06-2021 07:46:17