TO WHOMSOEVER IT MAY CONCERN

SEARCH, INSPECTION AND TITTLE VERIFICATION REPORT FOR KHASRA NOS. 56/1, 56/2, 56/3, 56/4 & 56/5 MOUZA- BOKHARA, PATWARI HALKA NO. 12-A, TEHSIL NAGPUR (RURAL), DISTRICT NAGPUR.

1. **INTRODUCTION :-**

I was commissioned by Mr. Sudesh Chandra Gupta, for conducting search and inspection of the tittle record for the past thirty years of the following properties, the details whereof are as under,

I. All that piece and parcel of agricultural land more particularly identified as bearing Khasra No. 56/1, Patwari Halka No. 12-A, Khata No. 5, Class - 1, Mouza - Bhokhara, Tehsil - Nagpur (Rural), District - Nagpur admeasuring 0.90 H.R. originally owned by Shri Sukhlal s/o Bhakru Chitale.

II. All that piece and parcel of agricultural land more particularly identified as bearing Khasra No. 56/2, Patwari Halka No. 12-A, Khata No. 235, Class - 1, Mouza - Bhokhara, Tehsil - Nagpur (Rural), District - Nagpur admeasuring 0.91 H.R. originally owned by Shri Sukhlal s/o Bhakru Chitale.

III. All that piece and parcel of agricultural land more particularly identified as bearing Khasra No. 56/3, Patwari Halka No. 12-A, Khata No. 236, Class - 1, Mouza - Bhokhara, Tehsil - Nagpur (Rural), District - Nagpur admeasuring 0.91 H.R. originally owned by Shri Sukhlal s/o Bhakru Chitale.

IV. All that piece and parcel of agricultural land more particularly identified as bearing Khasra No. 56/4, Patwari Halka No. 12-A, Khata No. 237, Class - 1, Mouza - Bhokhara, Tehsil - Nagpur (Rural), District - Nagpur admeasuring 0.91 H.R. originally owned by Shri Sukhlal s/o Bhakru Chitale.

V. All that piece and parcel of agricultural land more particularly identified as bearing Khasra No. 56/5, Patwari Halka No. 12-A, Khata No. 238, Class - 1, Mouza - Bhokhara, Tehsil - Nagpur (Rural), District - Nagpur admeasuring 0.91 H.R. originally owned by Shri Sukhlal s/o Bhakru Chitale.

2. **PROPERTY RECORD TO BE INSPECTED :-**

All the aforesaid properties are situated in Mouza-Bhokara, Tehsil Nagpur (Rural), District Nagpur. In so far as the property record of various properties situated in Mouza-Bhokara is concerned, the property record from the period 1984 to 2022 is maintained at

the Office of the Sub Joint Registrar of Assurances, Class - II Nagpur Gramin - 10, Nagpur. In addition, property record from the period 2005 to 2022 is also maintained before the Office of the Sub-Registrar of Assurances, Nagpur - 7 (Rural). Thus, for the purposes of taking search and inspection of the property record for a period of 30 years, the property record at the Offices of the Sub Joint Registrar of Assurances, Class - II Nagpur Gramin - 10, Nagpur were required to be inspected and were accordingly inspected. The property records inspected at the Offices of the concerned Sub-Registrars of Assurances include Index Register, Index No. II of the various property documents registered and the daybook in which the entries of all documents registered at the concerned Office of the Sub-Registrar of Assurances are taken. Additionally, the certified copies of the relevant revenue record qua the above referred properties were also verified for the purposes of examining the details of various mutation entries effected and cross-checking the same with the entries of various title documents which were observed while taking inspection of property records. The instant search and inspection report is issued on the basis of record and documents inspected. The complete record is not available at the concerned Offices and the record which is available from the year 1984 to 2002 is old and in mutilated condition. But record from 2002 to till date is entered and mutated in the computers of the office of Sub-Registrar and is easily available for search report.

3. **PARTICULARS OF SEARCH :-**

Stated herein below are the particulars / details of the applications for search and inspection of the property record made by the undersigned at the Offices of the Sub Joint Registrar of Assurances, Class – II, Nagpur Gramin - 10 (Rural), Nagpur. On 1.2.2012, I applied before the Sub Joint Registrar of Assurances, Class - II Nagpur Gramin - 10 (Rural), Nagpur, for obtaining search and inspection of the property record for a period of 30 years (from 1984 to 2012) pertaining to aforesaid Survey Nos. 56/1, 56/2, 56/3, 56/4 and 56/5, Mouza - Bhokara, Tehsil Nagpur (Rural), District Nagpur which are referred to supra at Serial Nos. (I) to (V) respectively vide Application No. 346 / 2012. The search and inspection fees of Rs. 3,625 /- (Rupees Three Thousand Six Hundred Twenty Five Only) was paid vide Receipt No. 346 / 2012 dated 01.02.2012. Thus, search and inspection of the aforesaid properties of Survey Nos. 56/1, 56/2, 56/3, 56/4 and 56/5, Mouza - Bhokara, Tehsil Nagpur (Rural), District Nagpur which are referred to supra at Serial Nos. (I) to (V) respectively record was obtained in between 1984 to 2012.

4. **OBSERVATIONS :-**

My observations qua search and inspection of each of the aforesaid properties listed at Serial Nos. (I) and (V) respectively are stated as follows. The particulars / details of my observations qua each of the above mentioned property (ies) are stated in the order in which the same appear in paragraph (1) supra. The details / observations stated in this search and inspection report are based upon the records inspected.

4.1 In this paragraph the details of search and inspection qua record pertaining to Survey No. 56 is stated. Originally, it can be seen from the revenue record that the particular piece and parcel of property being agricultural land identified as Survey No. 56 admeasuring 4.54 H.R. was originally owned by Shri Sukhlal s/o Bhakru Chitale and was earlier recorded as Bhoomiswami and can be seen as maintaining Bhoomiswami rights in the year 1981 as original owner and after his demise the said Survey No. 56 admeasuring 4.54 H.R. was divided and partitioned in between his legal heirs namely, Shri Ghanshyam S/o Sukhlal Chitale, Narsingh S/o Sukhlal Chitale, Fatehsingh S/o Sukhlal Chitale, Jhamsingh S/o Sukhlal Chitale and Jaggu @ Jagdish S/o Subharam Chitale (Nephew). Thus, they owned between themselves all that piece and parcel of property being agricultural lands identified as Survey No. 56 admeasuring 4.54 H.R., which is divided into five parts of Mouza - Bokhara, Patwari Halka No. 12-A, Occupancy Rights-1, Tehsil - Nagpur (Rural), District - Nagpur. The said persons decided to partition amongst themselves the aforesaid properties. The said partition was done on 2.6.2001.

4.2 In this paragraph the details of search and inspection qua record pertaining to Survey Nos. 56/1 to 56/5 is stated as they are sub-divisions of Survey No. 56. All that piece and parcel of property bearing Khasra No. 56 was originally owned by Shri Sukhlal s/o Bhakru Chitale and was earlier recorded as Bhoomiswami and can be seen as maintaining Bhoomiswami rights in the year 1981 as original owner and after his demise the said Survey No. 56 admeasuring 4.54 H.R. was divided and partitioned in between his legal heirs namely Shri Ghyanshyam Chitale, Shri Jaggu @ Jagdish Chitale, Shri Zamsingh Chitale, Shri Fatehsingh Chitale and Shri Narsingh Chitale. Oral Partition was effected between the above named persons with the result that Shri Sukhram Chitale got his share therein all that piece and parcel of property bearing Khasra No. 56/1 admeasuring 0.90 H.R., Shri Jagdish Chitale got as their share in the aforesaid partition the aforesaid Khasra No. 56/2 admeasuring 0.91 H.R., Shri Zamsingh Chitale got as their share in the aforesaid

- partition the aforesaid Khasra No. 56/3 admeasuring 0.91 H.R., Shri Fatehsingh Chitale got as their share in the aforesaid partition the aforesaid Khasra No. 56/4 admeasuring 0.91 H.R. and Shri Narsingh Chitale got as their share in the aforesaid partition the aforesaid Khasra No. 56/5 admeasuring 0.91 H.R. This partition was duly acted upon by the persons named above who became, the owners of lands received by them in partition to the exclusion of other parties to it and the relevant revenue records were duly mutated accordingly.

4.3 The revenue records such as Form 7/12 and 8-A are duly mutated in the names of each of the aforesaid persons in the year 2001 and ratify that the properties were partitioned on 2.6.2001 as above and that since the said date, each of the aforesaid persons is in cultivating possession of the said land which fell to his share in the family partition.

4.4 Consequently, except Shri Ghanshyam S/o Sukhlal Chitale, all aforesaid persons entered into an Agreement for Sale and also executed and granted Power of attorney in favour of Shri Sandeep S/o Indrajeet Suri, which was got duly registered at the Office of the Joint Sub-Registrar of Assurances, Class - 2, Nagpur - 7 (Rural), Nagpur thereby authorizing and appointing Shri Sandeep S/o Indrajeet Suri to inter alia execute the sale deed of the aforesaid property and to represent him before the concerned Sub-Registrar of Assurances for the purposes of registration of the sale deed of the said land which fell to their share in the family partition. Thus, the details of the said land which fell to the aforementioned persons share in the family partition are given below:

4.4.1 All that piece and parcel of agricultural land more particularly identified as bearing Khasra No. 56/1, Patwari Halka No. 12-A, Khata No. 5, Class - 1, Mouza - Bhokhara, Tehsil - Nagpur (Rural), District-Nagpur admeasuri.ng 0.90 H.R. was recorded in Extract of 7/12 vide notification (Ferfar) no. 682 dated 25.06.01 in the name of Shri Ghanshyam Sukhlal Chitale, R/o Mouza - Bhokhara, Tehsil - Nagpur. Accordingly, Shri Ghanshyam S/o Sukhlal Chitale and consentor Smt. Kalpana w/o Shri Ghanshyam S/o Sukhlal Chitale executed a registered Sale Deed before the Office of the Sub Joint Registrar of Assurances, Nagpur - 10 (Rural), on dated 19.11.2011 at serial no. 05158/2011 transfers, conveys, assigns and alienate absolute share unconditionally, irrevocably and without any reservations whatsoever in favour of Shri Sudeshchandra Gupta.

4.4.2 All that piece and parcel of agricultural land more particularly identified as bearing Khasra No. 56/2, Patwari Halka No. 12-A, Khata 235, Class - 1, Patwari Halka No. 12-A, Khata No. 236, Class - 1, Mouza - Bhokhara, Tehsil - Nagpur (Rural), District - Nagpur admeasuring 0.91 H.R. was recorded in Extract of 7/12 vide notification (Ferfar) no. 682 dated 25.06.01 in the name of Shri Zamsingh S/o Sukhlal Chitale, R/o Mouza - Bhokhara, Tehsil - Nagpur. Accordingly, Shri Zamsingh S/o Sukhlal Patwari Halka No. 12-A, Khata No. 236, Class - 1, Mouza - Bhokhara, Tehsil - Nagpur (Rural), District -Nagpur admeasuring 0.91 H.R. was recorded in Extract of 7/12 vide notification (Ferfar) no. 682 dated 25.06.01 in the name of Shri Zamsingh S/o Sukhlal Chitale, R/o Mouza - Bhokhara, Tehsil - Nagpur. Accordingly, Shri Zamsingh S/o Sukhalal Chitale, entered into an Agreement to Sale dated 09.12.2011 which was got duly registered at the Office of the Joint Sub-Registrar of Assurances, Class -2, Nagpur - 7 (Rural), Nagpur on even date at Serial No. 08163/2011 and also executed and granted a Power of attorney on 09.12.2011 in favour of Shri Sandeep S/o Indrajeet Suri which was duly registered at the Office of the Sub-Registrar of Assurances, Nagpur - 7 (Rural), Nagpur on even date at Serial No. 08164/2011 thereby authorizing and appointing Shri Sandeep S/o Indrajeet Suri to inter alia execute the sale deed of the aforesaid property and to represent him before the concerned Sub-Registrar of Assurances for the purposes of registration of the sale deed. Further, Shri Zamsingh S/o Sukhlal Chitale, in terms of Clause 10 of the aforesaid Agreement for Sale dated 09.12.2011 covenanted with the Shri Sandeep S/o Indrajeet Suri by registered Sale Deed before the Office of the Sub-Registrar of Assurances, Nagpur - 7 (Rural), on dated 21.12.2011 at serial no. 08480/2011 transfers, conveys and assigns in favour of Shri Sudeshchandra Gupta unconditionally, irrevocably and without any reservations whatsoever all the rights accrued upon him by virtue of the aforesaid Agreement to Sell entered into with Shri Zamsingh S/o Sukhlal Chitale, and covenants with Shri Sudeshchandra Gupta that he shall never raise any dispute or assert any claim over the aforesaid property by virtue of the aforesaid Agreement to Sell or any other document or instrument entered into between him and the Zamsingh S/o Sukhlal Chitale qua the aforesaid property.

4.4.3 All that piece and parcel of agricultural land more particularly identified as bearing Khasra No. 56/3, Mouza - Bhokhara, Tehsil - Nagpur (Rural), District -Nagpur

admeasuring 0.91 H.R. was recorded & in Extract of 7/12 vide notification (Ferfar) no. 682 dated 25.06.01 in the name of Shri Jaggu @ Jagdish S/o Subharam Chitale, R/o Mouza - Bhokhara, Tehsil -Nagpur. Accordingly, Shri Jaggu @ Jagdish S/o Subharam Chitale, entered into an Agreement for Sale dated 12.12.2011 which was got duly registered at the Office of the Joint Sub-Registrar of Assurances, Class - 2, Nagpur - 7 (Rural), Nagpur on even date at Serial No. 08200/2011 and also executed and granted a Power of attorney on 12.12.2011 in favour of the Shri Sandeep S/o Indrajeet Suri, which was duly registered at the Office of the Sub-Registrar of Assurances, Nagpur - 7 (Rural), Nagpur on even date at Serial No. 08201/2011 thereby authorizing and appointing Shri Sandeep S/o Indrajeet Suri to inter alia execute the sale deed of the aforesaid property and to represent him before the concerned Sub-Registrar of Assurances for the purposes of registration of the sale deed. Further, Shri Jaggu @ Jagdish S/o Subharam Chitale, in terms of Clause 10 of the aforesaid Agreement for Sale dated 12.12.2011 covenanted with Shri Sandeep S/o Indrajeet Suri by registered Sale Deed before the Office of the Sub-Registrar of Assurances, Nagpur - 7 (Rural), on dated 21.12.2011 at serial no. 08482/2011, transfers, conveys and assigns in favour of Shri Sudeshchandra Gupta unconditionally, irrevocably and without any reservations whatsoever all the rights accrued upon him by virtue of the aforesaid Agreement to Sell entered into with the Shri Ghanshyam S/o Sukhlal Chitale, and covenants with the Shri Sudeshchandra Gupta that he shall never raise any dispute or assert any claim over the aforesaid property by virtue of the aforesaid Agreement to Sell or any other document or instrument entered into between him and the Ghanshyam S/o Sukhram Chitale qua the aforesaid property.

4.4.4 All that piece and parcel of agricultural land more particularly identified as bearing Khasra No. 56/4, Patwari Halka No. 12-A, Khata No. 237, Class - 1, Mouza - Bhokhara, Tehsil - Nagpur (Rural), District -Nagpur admeasuring 0.91 H.R. was recorded in Extract of 7/12 vide notification (Ferfar) no. 682 dated 25.06.01 in the name of Shri Fattesingh S/o Sukhlal Chitale, R/o Mouza - Bhokhara, Tehsil - Nagpur. Accordingly, Shri Fattesingh S/o Sukhlal Chitale entered into an Agreement for Sale dated 30.09.2011, subsequently on the same day Shri Ratan s/o Shri Fattesingh Chitale executed a confirmation deed on 30.09.2011 in favour of Shri Sandeep S/o Indrajeet Suri expressing their consent rectification and no objection to

the aforesaid agreement to Sale dated 30.09.2011. Shri Fattesingh S/o Sukhlal Chitale also executed and granted a Power of attorney on 17.12.2011 to his son Shri Ratan s/ o Fattesingh Chitale which was duly registered at the Office of the Joint Sub-Registrar of Assurances, Class - 2, Nagpur 4 (Rural), Nagpur on even date at Serial No. 6495/2011 authorizing his son to deal with the said property for him, in his name and on his behalf. Further, Shri Fattesingh S/o Sukhlal Chitale, in terms of Clause 10 of the aforesaid Agreement for Sale dated 30.09.2011 covenanted with Shri Sandeep S/o Indrajeet Suri by registered Sale Deed before the Office of the Sub-Registrar of Assurances, Nagpur - 7 (Rural), on dated 20.12.2011 at serial no. 08452/2011, transfers, conveys and assigns in favour of Shri Sudeshchandra Gupta unconditionally, irrevocably and without any reservations whatsoever all the rights accrued upon him by virtue of the aforesaid Agreement to Sell entered into with Shri Fattesingh S/o Sukhlal Chitale, and covenants with Shri Sudeshchandra Gupta that he shall never raise any dispute or assert any claim over the aforesaid property by virtue of the aforesaid Agreement to Sell or any other document or instrument entered into between him and Fattesingh S/o Sukhram Chitale qua the aforesaid property.

4.4.5 All that piece and parcel of agricultural Land more particularly identified as bearing Khasra No. 56/ 5, Patwari Halka No. 12-A, Khata No. 238, Class 1, Mouza - Bhokhara, Tehsil - Nagpur (Rural), District -Nagpur admeasuring 0.91 H.R. was recorded in Extract of 7/12 vide notification (Ferfar) no. 682 dated 25.06.01 in the name of Shri Narsingh S/o Sukhlal Chitale, R/o Mouza - Bhokhara, Tehsil Nagpur. Accordingly, Shri Narsingh S/o Sukhlal Chitale entered into an Agreement for Sale dated 13.12.2011 which was got duly registered at the Office of the Joint Sub-Registrar of Assurances, Class - 2, Nagpur - 7 (Rural), Nagpur on even date at Serial No. 08233/2011 and also executed and granted a Power of attorney on 13.12.2011 in favour of Shri Sandeep S/o Indrajeet Suri which was duly registered at the Office of the Sub-Registrar of Assurances, Nagpur - 7 (Rural), Nagpur on even date at Serial No. 08234/2011 thereby authorizing and appointing Shri Sandeep S/o Indrajeet Suri to inter alia execute the sale deed of the aforesaid property and to represent him before the concerned Sub-Registrar of Assurances for the purposes of registration of the sale deed. Further, Shri Narsingh S/o Sukhlal Chitale, in terms of Clause 10 of the aforesaid Agreement for Sale dated 13.12.2011 covenanted with Shri Sandeep S/o Indraject Suri by registered Sale Deed before the Office of the

Sub- Registrar of Assurances; Nagpur - 7 (Rural), on dated 21.12.2011 at serial no. 08481/2011 transfers, conveys and assigns in favour of Shri Sudeshchandra Gupta unconditionally, irrevocably and without any reservations whatsoever all the rights accrued upon him by virtue of the aforesaid Agreement to Sell entered into with the Narsingh S/o Sukhlal Chitale, and covenants with Shri Sudeshchandra Gupta that he shall never raise any dispute or assert any claim over the aforesaid property by virtue of the aforesaid Agreement to Sell or any other document or instrument entered into between him and the Narsingh S/o Sukhlal Chitale qua the aforesaid property.

4.5 So far as I have searched with all my capabilities I have not come across any other document or deed registered qua the aforesaid Survey Nos: 56/1 to 56/5 after the aforesaid dates on which the same were purchased by Shri Sudeshchandra Gupta, Nagpur from their respective predecessors-in-title. The relevant revenue record, to wit, Register of Mutations, Village Form 7/12 and 8-A qua the aforesaid Survey Nos. 56/1 to 56/5 have been duly mutated in the name of Shri Sudeshchandra Gupta, Nagpur.

4.6 On the basis of the documents inspected by me, so far I have not come across ay defect in the links in the chain of title for last 30 years and there does not exist any adverse right, claim or encumbrance over the aforesaid property. The properties described above are presently owned by Shri Sudeshchandra Gupta, Nagpur whose title thereto is clear and marketable.

4.7 As on date Shri Sudeshchandra Gupta is the sole and absolute owner inter alia of the aforesaid Khasra Nos.56/ 1, 56/2, 56/3, 56/4 and 56/5, Mouza Bhokhara, Patwari Halka No.12-A, Occupant Class- I, Tehsil Nagpur (Rural), District Nagpur described supra are Contiguous to each other.

4.8 On request made by Mr. Sudesh Chandra Gupta the daily cause list for the last six months in the Courts of the Hon'ble Co-operative Court, Nagpur and the Hon'ble Co-operative Appellate Court, Nagpur were also checked to examine if there are any, pending disputes involving in the aforesaid Khasra Nos. 56/1 to 56/5 Mouza -Bhokara, Patwari Halka No.12-A, Occupant Class- I, Tehsil Nagpur (Rural), District Nagpur. The facility of details of cases available on computerized record in litigant facilitation and

assistance centers at the Hon'ble High Court of Judicature at Bombay, Nagpur Bench, at Nagpur and the Hon'ble District Court, at Nagpur was also used to search for the- name of "aforesaid persons" to examine if there is any pending suit, dispute, petition, application, etc. involving the said Khasra Nos. 56/1 to 56/5 Mouza - Bhokara, Patwari Halka No.12-A, Occupant Class - I, Tehsil Nagpur (Rural), District Nagpur. However, no such results were revealed.

5. I, therefore, state on the basis of the revenue record and documents placed before me and also inspected by me at the office of Sub-Registrar so far it was possible, that Shri Sudeshchandra Gupta, Nagpur named above who is the owner of the respective properties listed at Serial Nos. (I) to (V) is the last recorded owner thereof and has perfect, clear and marketable title to the aforesaid properties which it can competently transfer, convey and alienate in favour of any prospective purchaser(s).

Hence, this search, inspection and title verification report.

Place : Nagpur
Date : 20.04.2022

Nirbhay A. Chawhan
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