

Office: 303, 3rd Floor, Neelkamal Complex, Mahajan Market, Sitabuldi, NAGPUR-12

Ref. No. _____

Dated 20.7.2013

To,
The Manager,
The Dharampeth Mahila
Multi State Cooperative Society Ltd.
Dharampeth Branch,
Nagpur

TITLE VERIFICATION AND SEARCH REPORT

Having been engaged by M/s. Rajvaibhav Infra through partner Prakash Balkrishna Bende & one R/o Tilak Nagar Nagpur for preparing the Title verification and search report of the property owned by Smt. Asha Wd/o Vinayak Kher & two others I Yuvraj N. Ingole, Advocate O/o 303, 3rd Floor, Neelkamal Complex, Mahajan Market, Nagpur do hereby submits my report as under:-

SCHEDULE OF PROPERTY

All That piece and parcel of land bearing Corporation House No. 133 total admeasuring 1187.92 Sq. Mt. out of 1701.61 Sq. Mt. comprising CTS No. 326, Sheet No. (25)30/II of Mouza: Ambazari and CTS No. 1527 of Mouza: Lendra, Ward No. 70 Khare Town within the limit of Nagpur Municipal Corporation & Nagpur Improvement Trust Tah. & Dist. Nagpur:-

EAST	: Charukeshi Apartment
WEST	: Road
NORTH	: Road
SOUTH	: Indraprastha Apartment

**LIST OF DOCUMENTS SUBMITTED BY THE DHARAMPETH MAHILA
MULTI STATE COOPERATIVE SOCIETY LTD. FOR VERIFICATION &
SCRUTINY**

Copy of Agreement to Sell dated 30.6.2013 executed between Smt. Asha Wd/o Vinayak Kher & two others in favour of M/s Rajvaibhav Infra through its partner Shri Prakash Balkrishna Bende.



- 2) Copy of Will Deed dated 25.11.1990 executed by Shri Vinayak Gopal Kher & Narayan Gopal Kher in favour of Smt. Asha W/o Vinayak Kher & Sanjay & Mohan S/o Vinayak Kher.
- 3) Copy of death certificate of Shri Naryan Gopal Kher.
- 4) Copy of death certificate of Shri Vinayak Gopal Kher.
- 5) Copy of Jamabandi of Nagpur Municipal Corporation for 1979 to 2011.
- 6) Copy of Tax Receipt paid up to March 2012.
- 7) Copy of Akhiv Patrika in the name of Vinayak Kher & Narayan Kher of CTS No. 326 of Mouza: Ambazari & CTS No. 1527 of Mouza: Lendra.
- 8) Copy of Power of Attorney dt. 4.11.1991 executed by Shri Vinayak Gopal Kher in favour of Shri Uday Ramakant Joshi & Narayan Gopal Kher also given the Power of attorney in favour of Shri Uday Ramakant Joshi.
- 9) Copy of sanctioned building plan dt. 28.9.1993
- 10) Copy of Agreement of Sale dt. 4.11.1991 executed between Shri Narayan Gopal Kher in favour of M/s Pradhan Builders through partner Rajendra Laxman Pradhan of land adm. 462.19 Sq. Mt.

3) That, the title history of last 13 years from this date shows that the following chain of transactions:-

That initially the piece and parcel of land bearing Corporation House No. 133 admeasuring 2163.80 Sq. Mt. of Mouza: Lendra & Ambazari was owned by Shri Sadashiv Krishnarao Buty. Later on Shri Sadashiv Krishnarao Buty has sold the said piece of land to Shri Gopal Sakharan Kher by virtue of registered Sale Deed dated 15.10.1940 which is duly registered before the Sub Registrar Nagpur Sr. No. 1135, Book No. 1, Vol. No. 7. During the life time Shri Gopal Sakharan Kher has executed the Will Deed dated 12.8.1963 has bequeathed the said property to his wife Smt. Rakhmabai alias Godutai Kher for her life only and after her death the said property inherited to his two sons namely Shri Vinayak and Narayan. Later on Shri Gopal Sakharan Kher left for heavenly abode on 1.12.1968 and Rakhmabai alias Godutai Wd/o Gopal Kher also left for heavenly abode on 15.12.1975 leaving behind them two sons namely Shri Narayan and Vinayak as their only heirs. Later on Shri Narayan Gopal Kher & Vinayak Gopal Kher has executed the Will Deed dated 25.11.1990 in favour of Smt. Asha W/o Vinayak Kher & two sons Shri Sanjay and Mohan S/o Vinayak Kher which is not registered. Later on Shri Narayan



Gopal Kher has decided to sell the 21.63% of the land to M/s Pradhan Builders and entered into an agreement of sell dated 4.11.1991 and on the same day the owner Shri Vinayak Gopal Kher & Shri Narayan Gopal Kher has executed the separate General Power of Attorney in favour of Shri Uday Ramakant Joshi which is not registered document. Later on Shri Narayan Gopal Kher left for heavenly abode on 5.8.1998 having no legal heirs being unmarried. Similarly Shri Vinayak Gopal Kher also left for heavenly abode on 19.5.2005 leaving behind Smt. Asha Wd/o Vinayak Kher and two sons namely Shri Sanjay and Mohan becomes the absolute owner of the House No. 133 adm. 1701.61 Sq. Mt. Since then the present owners are in possession and in occupation of the same. The present owners has not mutated their names in the record of Nagpur Municipal Corporation and the Jamabandi of Nagpur Municipal Corporation for the year 1979 to 2011 shows the name of Shri Vinayak and Narayan Gopal Kher and Akhiv Patrika shows the name of Shri Narayan & Vinayak Kher as owners.

Now all the joint owners have decided to sell the said entire land adm. 1187.92 Sq. Mt. out of 1701.61 Sq. Mt. of Corporation House No. 133 CTS No. 326 of Mouza Ambazari and CTS No. 1527 of Mouza: Lendra with structure Ward No. 70 was agreed to sell to M/s Rajvaibhav Infra through partner Shri Prakash Balkrishna Bende for consideration of Rs. 12,78,60,000/- and entered into an agreement to sell dated 30.6.2013.

4) That I have taken the search of record of registrar office from inspection Book No.(I) and Index No.(II) and other relevant records for last 13 years by paying the necessary search fees. The index book in the office of Sub Registrar Nagpur city is not available of 2005-12 being it is not bound. Moreover since 2005 the sub registrar offices in Nagpur city is centralized and documents of any mouza can be executed in any sub registrar offices. Hence I have verified the document from Token/Index book. The original search fees vide receipt application No. 989 & 7732 dated 19.7.2013 & 18.7.2013 respectively is enclosed herewith.

5) On the basis searches made by me and documents placed before me, I certify that the property referred in the schedule is owned by present owners and same is free from encumbrances, charge, lien, mortgage or other claim affecting the clear title as on the date.

That, all the relevant document of title i.e. Agreement to sell, Will Deed & death certificate etc. placed before me are copies only. I have verified and tallied these documents from the Index/Day book available in the office of record of registrar of documents.



- 7) There is no oral transaction in respect of property.
- 8) I am satisfied that the property is heritable and transferable and the owner has right to transfer. All the necessary parties have been joined in the document and the document have desired effect, facts and events material to title have been satisfactorily proved.
- 9) I certify that all document are duly stamped wherever the stamp duty is payable on these documents in accordance with provision of the Bombay Stamp Act.
- 10) In result I have to state that I have made necessary searches at the concern Sub-Registrar offices up to date and as result of the same. I am satisfied that the property in question is free from encumbrances, and the title of present owners is clear and marketable.
- 11) I have to further add that there is no impediment, if the prospective borrower mortgage the property to the **The Dharampeth Mahila Multi State Cooperative Society Ltd.** for raising loan/take over the loan, the said property will be good and marketable security for **The Dharampeth Mahila Multi State Cooperative Society Ltd.** Moreover due to multilated, torn and incomplete index registered which is not maintained in the sub registrar offices hence sworn affidavit of the present owner to be taken that the property is neither registered mortgage nor equitable mortgage with any bank or financial institution.

DOCUMENTS REQUIRED BEFORE DISBURSEMENT OF LOAN

Sr. No.	Particulars of Document	Dated	Document No.	Original/copy
1	Sale Deed of borrower			Original
2	Will Deed	25.11.1990		Copy
3	Agreement to sell	4.11.1991		Copy
4	Power-of Attorney	4.11.1991		Copy
5	Death Certificate of Vinayak & Narayan Kher	13.8.1998 & 2.6.2005		Copy
6	Jamabandi of NMC	20.7.2013		Original
7	Akhiv Patrika of owners	latest		Cert. Copy
8	Tax receipt paid up to date			Original
9	Partnership Deed	24.10.2011		Copy
10	Affidavit of owners regarding property is free from encumbrances, charge etc.			Original



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