Adv. Sunil V. Pandharipande
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E-mail : pandharipande@gmail.com

To,
The Manager,
Indian Overseas Bank,
Ramdaspeth Branch,
Nagpur.

Subject : Title Verification and Search Report

Respected sir,

As desire by you to inspect the title in respect of the property agreed to be developed by Shri. Praful Narendra Deshmukh under Registered Agreement of Development dated 27/05/2015 of the property owned by Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle and the property is "ALL THAT piece & parcel of the open Nazul plot of land bearing Plot No. 192 having an area admeasuring 1337.803 Sq. Mtrs. (i.e. 14,400 Sq. Fts.) owned under the Leasehold Rights of ownership from Government of Maharashtra in Civil Station Expansion Scheme of the NIT, Nagpur bearing City Survey No. 217, Sheet No. 6, bearing NMC House No. 225, Mouza Ambazari, Circle No. 20/9 in Ward No. 73, Shivaji Nagar, Tahsil & District Nagpur".

I, Advocate S. V. Pandharipande, R/o. Dhantoli, Nagpur submit my report on the basis of following documents :

1) Xerox copy of Indenture of Lease dated 03/05/1960 in respect of Nazul Nazul Plot No. 192 executed by the Collector on behalf of Governor of Bombay in favour of Shri. Dinkarrao Hanmantrao Deshmukh.
2) Original Registered Renewal of Lease dated 10/10/2006 in respect of Nazul Nazul Plot No. 192 executed by the Collector, Nagpur in favour of Smt. Ushabai Wd/o Dinkarrao Deshmukh, Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle.

नोंदणी ३९ म.
Regn. 39 m.

पावती क्रमांक

दस्तऐवजाचा/अर्जाचा अनुक्रमांक 3323

दिनांक 8/4/96 सन २० 2004 ते 96

दस्तऐवजाचा प्रकार— अपील

सादर करणाराचे नाव— Adv S.V. Pandharipande

खालीलप्रमाणे फी मिळाली :—

	रु.	पैसे
नोंदणी फी		
नक्कल फी (फोलिओ 93 @ 4)		324
पृष्ठांकनाची नक्कल फी		
टपाल खर्च		
नकला किंवा ज्ञापने (कलमे ६४ ते ६७)		
शोध किंवा निरीक्षण		
दंड—कलम २५ अन्वये		
कलम ३४ अन्वये		
प्रमाणित नकला (कलम ५७) (फोलिओ)		
इतर फी (मागील पानावरील)		324-
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एकूण		

दस्तऐवज नक्कल रोजी तयार होईल व नोंदणीकृत डाकेने पाठवली जाईल. या कार्यालयात देण्यात येईल.

दुय्यम निबंधक

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या नावे नोंदणीकृत डाकेने पाठविण्यात हवाली करावा.

दुय्यम निबंधक, वर्ग-२
नागपूर शहर क्र.१

सादरकर्ता.

इतर फीची अनुसूची 4500200

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.

२. रुजवात फी.

३. फाईल करण्याची फी.

अनुच्छेद अकरा अन्वये.

अनुच्छेद वीस अन्वये.

४. मुखत्यारनाम्याचे अनुप्रमाणन.

५. गृहभेट फी.

६. सुरक्षित ताबा फी.

७. मोहोरबंद पाकिटांचा निक्षेप.

८. मोहोरबंद पाकिटे उघडणे.

९. मोहोरबंद पाकिटे परत मागे घेणे.

१०. अडत.

११. परिचारिका किंवा स्त्री परिचराची सेवा.

१२. न्यून आकारित-फीची वसुली.

१३. जड संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.

१४. विलेख इ. च्या नकला पाठविण्याचा टपालखर्च.

१५. प्रवास खर्च.

१६. भत्ता.

दस्तऐजवज परत केला.

दुय्यम निबंधक

3) Original Unregistered Agreement of Development dated 31/12/2014 executed by Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle in favour of Shri. Praful Narendra Deshmukh.

4) Original Registered Agreement of Development dated 27/05/2015 executed by Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle in favour of Shri. Praful Narendra Deshmukh.

5) Xerox copy of Building Permit issued by NIT, Nagpur dated 20/11/1962.

6) Original Registered General Power of Attorney (for Admission) dated 21/05/2015 issued by Sau. Suprabha Chandrakant Ashtekar in favour of her daughter Sau. Swati Shrikant Patil.

7) Original Registered General Power of Attorney dated 27/05/2015 executed by Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle in favour of Shri. Praful Narendra Deshmukh.

8) Certified copy of Property Card dated 05/08/2016 issued by the office of City Survey, Nagpur.

9) Xerox copy of NMC Tax Receipt dated 05/08/2016.

THAT the flow of title in respect of Nazul Plot No. 192 jointly owned by Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle mentioned above is as follows :

1) WHEREAS originally ALL THAT piece & parcel of Nazul Plot No. 192 having an area admeasuring 14,400 Sq. Mtrs. belonged to Shri. Dinkarrao Hanmantrao Deshmukh, being his separate property, having acquired the same by him from the Nazul Department, Nagpur under the Leasehold Rights under Indenture of Lease Deed dated 03/05/1960 executed by the Collector, Nagpur on behalf of Governor of Bombay. The said Lease Deed is for a period of 30 years commending from 15/12/1952 and ending on 31/03/1975. Lateron the same was renewed for a further period of 30 years ending on 31/03/2005.

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2) WHEREAS Shri. Dinkarrao Hanmantrao Deshmukh constructed a Bunglow and other structures on the said Nazul Leasehold Plot No. 192 in accordance with the sanctioned plan from the NIT, Nagpur bearing Building Permit No. CS/4855/5353 dated 20/11/1662.

3) WHEREAS Shri. Dinkarrao Hanmantrao Deshmukh left for heavenly abode on 26/04/1987 intestate leaving behind him, his widow & two daughters namely (i) Smt. Ushabai Wd/o Dinkarrao Deshmukh, (ii) Sau. Suprabha Chandrakant Ashtekar & (iii) Sau. Sandhya Ravindra Mahalle as his legal heirs. Hence after the death of Shri. Dinkarrao Hanmantrao Deshmukh, above mentioned legal heirs became the joint owners of this property.

4) WHEREAS an area admeasuring about 28 Sq. Mtrs. of the plot was acquired by NMC, Nagpur as per their letter dated 16/07/2002 for the widening of Cement Road. However, the total floor space available will be same as it was available for the plot area of 14,400 Sq. Fts.

5) WHEREAS after expiration of the Second Lease period on 31/03/2005, Smt. Ushabai Wd/o Dinkarrao Deshmukh, Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle have applied to the Collector, Nagpur for the renewal of the Lease period of this plot. The Collector, Nagpur vide his order dated 04/03/2006 renewed the Lease for a further period of 30 years commencing from 01/04/2005 and ending on 31/03/2035. Accordingly a Registered Renewal of Lease Deed is executed by the Collector, Nagpur in name of Smt. Ushabai Wd/o Dinkarrao Deshmukh, Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle. This Renewal of Lease Deed is duly registered in the office of Joint Sub-Registrar, Nagpur No. 1 in their Add. Book No. 1 at Sr. No. 5955, by this renewal the Lease period of the plot is renewed for a period ending on 31/03/2035.

6) WHEREAS Smt. Ushabai Wd/o Dinkarrao Deshmukh also left for heavenly abode on 06/03/2011 intestate leaving behind her two daughters

namely (i) Sau. Suprabha Chandrakant Ashtekar & (ii) Sau. Sandhya Ravindra Mahalle as her legal heirs. Hence after the death of Smt. Ushabai Wd/o Dinkarrao Deshmukh, her legal heirs Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle became the joint owners of the above said property and their names are mutated as owners of this property in all Govt. & Municipal records.

7) THAT Sau. Suprabha Chandrakant Ashtekar executed Registered General Power of Attorney (for Admission) dated 21/05/2015 in favour of her daughter Sau. Swati Shrikant Patil and the same is duly registered in the office of Joint Sub-Registrar, Nagpur No. 4 at Sr. No. 2474 on 21/05/2015.

8) WHEREAS Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle, the joint owners of this property have decided to develop this property and accordingly entered into an Unregistered Agreement of Development dated 31/12/2014 with Shri. Praful Narendra Deshmukh. The said Agreement of Development was impounded and after depositing the necessary penalty, the same was registered in the office of Joint Sub-Registrar, Nagpur No. 2 on 27/05/2015 and is duly registered at Sr. No. 2588. As per the terms & conditions of this Agreement, the developer Shri. Prafulla Narendra Deshmukh agreed to allot total nine (9) flats as mentioned in Clause 8 of this Agreement.

9) WHEREAS by the above said Agreement, Shri. Praful Narendra Deshmukh has acquired the Rights of Development of this plot by constructing Multi-storied Commercial/Residential Self-contained separate apartments as per Building Construction Plan sanctioned by the Authority. He has also got right to sale the residential apartments to the prospective purchasers except the apartments agreed to be retained by the owners. The apartments retained by the owners is specifically mentioned in clause 8 of Agreement of Development & Sale.

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10) THAT Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle have also executed Registered General Power of Attorney dated 27/05/2015 in favour of Shri. Praful Narendra Deshmukh and the same is duly registered in the office of Joint Sub-Registrar, Nagpur No. 2 at Sr. No. 2589 on 27/05/2015. That as per this Registered Power of Attorney executed by the joint owners Shri. Prafulla Narendra Deshmukh acquired rights to do all things, acts, deeds mentioned in the power of attorney. The owners also authorized Shri. Prafulla Narendra Deshmukh to mortgage the property for obtaining Financial Assistance for this property.

11) THAT the name of Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle is duly mutated as the owners of this property in the records of City Survey & NMC and the taxes of NMC are paid upto 31/03/2017 as per Tax Receipt dated 05/08/2016.

12) THEREAFTER I have applied for search in the office of Joint Sub-Registrar, Nagpur and deposited the necessary search fees for a period of 13 years and obtained the search of the available records. That at the time of search it is observed that the Registered Agreement of Development and Registered General Power of Attorney dated 27/05/2015 mentioned above is duly registered by Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle in favour of Shri. Praful Narendra Deshmukh.

13) THAT on the basis of the documents placed before me and on the strength of the search obtained by me, I submit that Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle are the joint owners of the Nazul Plot No. 192 which is described in detail in the Schedule of Property attached to this report and their title to this property is absolutely clear, marketable and free from all encumbrances.

14) THAT the prospective purchasers of the flat to be constructed on this plot shall acquire absolutely clear & marketable title by entering into Tri-Party

Agreement of Sale. That Shri. Praful Narendra Deshmukh has acquired the absolute right to develop this plot and sale the flats to the prospective purchasers, except nine (9) flats agreed to be retain by the owners.

15) THAT the developer Shri. Prafulla Narendra Deshmukh has to obtain Building Construction Plan duly sanctioned by the authority. Register the Project as per new amendment and follow all the terms & conditions mentioned in the Registered Lease Deed, Registered Agreement of Development and Registered Power of Attorney.

16) It is in the interest of the bank to issue a Public Notice in the local News Paper before giving any Financial Assistance.

Hence this report.

SCHEDULE OF PROPERTY

ALL THAT piece & parcel of the open Nazul plot of land bearing Plot No. 192 having an area admeasuring 1337.803 Sq. Mtrs. (i.e. 14,400 Sq. Fts.) owned under the Leasehold Rights of ownership from Government of Maharashtra in Civil Station Expansion Scheme of the NIT, Nagpur bearing City Survey No. 217, Sheet No. 6, bearing NMC House No. 225, Mouza Ambazari, Circle No. 20/9 in Ward No. 73, Shivaji Nagar, Tahsil & District Nagpur and the plot is bounded as under :

East	:	Plot No. 193
West	:	Plot No. 191
North	:	Conservancy Lane
South	:	Road

Nagpur.
Dated : 25/05/2017

S. V. Pandharipande
ADVOCATE

Adv. Sunil V. Pandharipande
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LEGAL OPINION - TITLE REPORT - ANNEXURE TO THE LAWYERS OPINION

1)	Name of the borrower	Shri. Praful Narendra Deshmukh
2)	Name of his / her father / husband	Shri. Narendra Deshmukh
3)	Whether Borrower is the owner of the property, if not who is the owner and what is his/ her relationship to the Borrower.	No, the borrower acquired the right of development & sale under Registered Agreement of Development dated 27/05/2015 & Registered Power of Attorney dated 27/05/2015
4)	The Status of the owner of property State individual, H.U.F., Firm Ltd. Company.	Joint ownership
5)	Description of Property	As mentioned in title report.
6)	List of documents originally produced pleased also state whether original/ registration copy, photography etc.	As mentioned in my report.
7)	List of further documents called for and verified before rendering opinion.	Nil
8)	History of title based on documents mentioned in clause 6 and 7.	As per report
9)	In whose name of patta stands – In the name of the present owner or predecessor in title.	In the name of Present owners
10)	Details of encumbrances if any and if so, how they are discharged (ED for minimum of 13 years to be verified ?	Nil
11)	Whether any minor interest litigation/ attachment charge is involved in the property ?	No
12)	Whether latest tax/ kist receipts have been produced ? For how many preceding years tax/ kist receipts are produced ?	The taxes of NMC are paid upto 31/03/2017 as per Tax Receipt dated 05/08/2016.
13)	Whether Chitta 10 (i) extract/ Adabgal verified ?	N.A.

14)	If property is building, is the plot in approved layout ?	As on today, the plot is open
15)	Has the building been constructed after approval of plan by relevant authorities and assessed to tax ?	N.A.
16)	Is there any excess/ vacant land attracting provision if land Ceiling Acts.	No
17)	Is the property affected by Urban Land Ceiling and Regulation Act, if so whether permission of relevant authority been obtained for creating encumbrance ?	No
18)	Is the title and possession of the party to the property clear, absolute and marketable and valid mortgage by deposit of title deeds could be created?	Yes
19)	The list of documents which are to be deposited for creating mortgage by deposit of title deeds ?	All documents mentioned in my Report.
20)	The list of additional documents like, "Nil". E.C. for subsequent period/ affidavit indemnity required to be obtained by the Bank.	Affidavit
21)	Any other remark which the lawyer rendering title deed opinion whishes to make.	The party may be directed to record charge of the bank in the records of City Survey.
22)	Whether there is any indication or doubt to show that the land belongs to Govt. or it is under acquisition proceedings of the Govt.	No
23)	Is there any bar for mortgaging the lands as per any local laws prohibition for offer of agricultural land as security for borrowing outside the state commercial non commercial borrowing.	No
24)	**Certification** : I personally visited the Registrar Office at Nagpur, search the records and ensured the correctness of the entries in the register and there is no omission of any encumbrances in the E.C.	

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25)	I also certify that the Registered Renewal of Lease Deed dated 10/10/2006 in respect of Nazul Plot No. 192 is duly executed by the Collector, Nagpur in the joint names of Smt. Ushabai Wd/o Dinkarrao Deshmukh, Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle and the same is duly registered in the office of Joint Sub-Registrar, Nagpur No. 1 in their Add. Book No. 1 at Sr. No. 5955 **and** Registered Agreement of Development and Registered Power of Attorney dated 27/05/2015 in respect of Nazul Plot No. 192 is duly executed by Sau. Suprabha Chandrakant Ashtekar & Sau. Sandhya Ravindra Mahalle in the name of Shri. Prafulla Narendra Deshmukh and these documents are duly registered in the office of Joint Sub-Registrar, Nagpur No. 2 at Sr. No. 2588 and 2589 respectively and the documents are genuine and can be acted upon.
25(a)	I also enclose a copy of Receipt dated 04/05/2017 issued by the registering authority for having remitted the fee of Rs. 325/- for such search.

Nagpur.
Dated : 25/05/2017

S. V. Pandharipande
ADVOCATE