*V. M. RAJKARNE*
B.COM. LLB.
ADVOCATE
Mob. No. 9373103712

**Off.** Opp. Mayo Hospital,
Near Fish Market, Nagpur-18
**Res.** Balraj Apartment,
Dhantoli, Nagpur-12

# TITLE INVESTIGATION REPORT (TIR)

FOR All that Apartments Scheme known & styled as **"RACHANA SAHIRA", Building A** Comprising G+10 storied Multistoried 'A' Building, Scheme consists of Ground Floor and 10 upper floors, Ground Floor is reserved for Parking/Open Parking, First to Tenth Floor comprise 8 Apartment on each floor, Covering in all 80 Apartments, bearing Apartment Nos. 101A to 108A, 201A to 208A, 301A to 308A, 401A to 408A, 501A to 508A, 601A to 608A, 701A to 708A, 801A to 808A, 901A to 908A and 1001A to 1008A, All that piece and parcel of Non Agricultural, Town Planning and NMC Sanctioned Plot, bearing Plot No. 4-B, covering total Plotable Area of 4265.38 Sq. Mtrs., along with all other easementary rights appurtenant and belonging thereto, out of the layout drawn in the land bearing Kh. No. 144/2/2, 145/1, 145/2, 145/6, 145/7, 177/1, 177/2, 178/1, 178/2, 178/3/2, 179-180/2, 181/1/2, 181/2/1, held in Class - I Rights, of Mouza : Chichbhuvan, P.H. No. 43, bearing City Survey No. 514, Sheet No. 777A, beating NMC House No. 1852/4/B, Ward No. 75, Situated at Chichbhuvan, Wardha Road, Nagpur, Tah. & Dist. Nagpur.

**Sheet showing flow of title of M/s. Rachana Construction Co. (Nagpur) Pvt. Ltd., Nagpur and its predecessors in interest from the Mother Deed to the Latest Title Deed.**

WHEREAS, from the Land Revenue Records, it is observed that All that piece and parcel of land of Kh. No. 179 & 180/2, admeasuring 0.86 H.R. i.e. 2.12 Acres, held in Occupancy Class-I Rights of Mouza - Chichbhuvan, P.H. No. 43, Tah. & Dist. Nagpur, Originally belonged to **Shri Chirkutrao Bobde,** being his ancestral but separate property.

WHEREAS, said **Shri Chirkutrao Bobde,** left for heavenly abode, leaving behind him, his legal heirs namely, **1) Shri Pralhad Bobde, 2) Smt. Romavatibai Vijay Ganorkar, 3) Shri Hemraj Bobde, 4) Shri Chakradhar Bobde, 5) Shri Dilip Bobde and 6) Shri Prabhakar Bobde,** who inherited his aforesaid property by way of succession, being the only legal heirs of the deceased.

WHEREAS, the aforesaid Owner **Shri Chirkutrao Bobde & Others,** having held and owned the properties within the limits of the Nagpur Rural/Urban Agglomeration and the Urban Land (Ceiling and Regulation) Act, 1976 having come into force w.e.f. 17.02.1976, the said owners filed a Statement/Return Under Section 6(2) of the said Act before the Deputy Collector and Competent Authority, U.L.C., Nagpur and on completion of his enquiry in respect of the aforesaid case, the Competent Authority, U.L.C., Nagpur vide its Order declared 8600 Sq. Mtrs. of land out of the Kh. No. 179-180/2 of Mouza Cinchbhawan was declared as surplus vacant land within the meaning of the said Act.

WHEREAS, the aforesaid Owners **Shri Chirkutrao Bobde & Others** later on submitted a Scheme Under Section 20(1)(a) of the Urban Land (Ceiling and Regulation) Act, 1976 in respect of the said excess vacant land of 8600 Sq. Mtrs. for providing Plots and/or construction of Tenements in accordance with the special dispensation issued by the Government Resolution Housing and Special Assistance No. CSC/ULC/1091/5(3977)D-III Dt. 15.01.1992.

WHEREAS, considering their application, the Additional Collector and Competent Authority, ULC, Nagpur vide its Order Dt. 27.03.2006 and passed in Case No. ATP/ULC/TD(681)/2006/459 exempted the aforesaid surplus vacant lands from the provisions of the said Act Under Talegaon Dabhade Scheme subject to certain terms and conditions contained therein.

# CHALLAN
## MTR Form Number-6

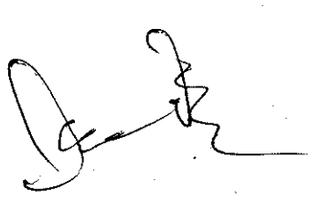
| GRN | MH007499385201617E | BARCODE | | Date | 09/01/2017-18:52:31 | Form ID | |
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|---|---|---|---|
| **Department** | Inspector General Of Registration | **Payer Details** | |
| **Type of Payment** | Search Fee | **TAX ID (If Any)** | |
| | Other Items | **PAN No. (If Appliacable)** | |
| **Office Name** | NGP1_HQR SUB REGISTRAR NAGPUR 1 | **Full Name** | Adv Vinayak M Rajkarne |
| **Location** | NAGPUR | | |
| **Year** | 2016-2017 Specific From 01/01/1987 To 31/12/2016 | **Flat/Block No. Premises/Building** | Sushil Bhawan |
| **Account Head Details** | **Amount In Rs.** | **Road/Street** | West Park Road |
| 0030072201 SEARCH FEE | 750.00 | **Area/Locality** | Dhantoli Nagpur |
| | | **Town/City/District** | |
| | | PIN | 4 4 0 0 1 2 |
| | | **Remarks (If Any)** | Mouza Chichbhuvan Plot No 4 Rachana Sahira C S No 514 Ward 75 Nagpur |
| **Total** | 750.00 | **Amount In Words** | Seven Hundred Fifty Rupees Only |

| **Payment Details** | STATE BANK OF INDIA | **FOR USE IN RECEIVING BANK** | | | |
|---|---|---|---|---|---|
| **Cheque-DD Details** | | Bank CIN | REF No. | 00040572017010948439 | IK00BGASS8 |
| Cheque/DD No | | Date | | 09/01/2017-18:53:28 | |
| Name of Bank | | Bank-Branch | | STATE BANK OF INDIA | |
| Name of Branch | | Scroll No. , Date | | Not Verified with Scroll | |

Mobile No. : 9373103712



WHEREAS, the aforesaid **Shri Pralhad Chirkutrao Bobde & others** later on in their turn by an Agreement Dt. 13.01.1995 have jointly agreed to sell their aforesaid property to **Radha Soami Satsang Beas** upon the several terms and conditions contained therein.

WHEREAS, the said **Radha Soami Satsang Beas** further requested the aforesaid **Shri Pralhad Chirkutrao Bobde & others** to execute Sale Deed regarding the said property in favour of **Shri Laxmi Narayan Co-Op. Housing Society Ltd., Nagpur,** being its Nominee. Considering its request, the aforesaid **Shri Pralhad Chirkutrao Bobde & others** later on transferred/sold their aforesaid property by way of Sale to **Shri Laxmi Narayan Co-Op. Housing Society Ltd., Nagpur,** by a Sale Deed Dt. 23.06.2006, which is duly Registered in the Office of Sub-Registrar, Nagpur-5 at Sr. No. 3619 on even date.

WHEREAS from the Land Revenue Records, it is observed that All that piece and parcel of land of Kh. No. 181/1, admeasuring 0.71 H.R. i.e. 1.75 Acres, held in Occupancy Class-I Rights of Mouza - Chichbhuvan, P.H. No. 43, Tah. & Dist. Nagpur, Originally belonged to **Shri Domaji Maroti Satpute,** having purchased the same by him by a Sale Deed Dt. 20.03.1972, Regd. at Sr. No. 1270, in the Office of Sub-Registrar, Nagpur-1 on even date. later on the said Kh. No. identified as 181/1/2.

WHEREAS, the aforesaid Owner **Shri Domaji Maroti Satpute & Others,** having held and owned the properties within the limits of the Nagpur Rural/Urban Agglomeration and the Urban Land (Ceiling and Regulation) Act, 1976 having come into force w.e.f. 17.02.1976, the said owners filed a Statement/Return Under Section 6(2) of the said Act before the Deputy Collector and Competent Authority, U.L.C., Nagpur and on completion of his enquiry in respect of the aforesaid case, the Competent Authority, U.L.C., Nagpur vide its Order declared 5600 Sq. Mtrs. of land out of the Kh. No. 181/1/2 of Mouza Cinchbhawan was declared as surplus vacant land within the meaning of the said Act.

WHEREAS, the aforesaid Owners **Shri Domaji Maroti Satpute & Others** later on submitted a Scheme Under Section 20(1)(a) of the Urban Land (Ceiling and Regulation) Act, 1976 in respect of the said excess vacant land of 5600 Sq. Mtrs. for providing Plots and/or construction of Tenements in accordance with the special dispensation issued by the Government Resolution Housing and Special Assistance No. CSC/ULC/1091/5(3977)D-III Dt. 15.01.1992.

WHEREAS, considering their application, the Additional Collector and Competent Authority, ULC, Nagpur vide its Orders Dt. 27.03.2006 and passed in Case No. ATP/ULC/TD(682)/2006/460 exempted the aforesaid surplus vacant lands from the provisions of the said Act Under Talegaon Dabhade Scheme subject to certain terms and conditions contained therein.

WHEREAS, the aforesaid **Shri Domaji Maroti Satpute** later on in his turn by an Agreement has agreed to sell his aforesaid property to **Radha Soami Satsang Beas** upon the several terms and conditions contained therein and NOC obtained from **Radha Soami Satsang Beas.**

WHEREAS, the said **Radha Soami Satsang Beas** further requested the aforesaid **Shri Domaji Maroti Satpute** to execute Sale Deed regarding the said property in favour of **Shri Laxmi Narayan Co-Op. Housing Society Ltd., Nagpur,** being its Nominee. Considering its request, the aforesaid **Shri Domaji Maroti Satpute** later on transferred/sold their aforesaid property by way of Sale to **Shri Laxmi Narayan Co-Op. Housing Society Ltd., Nagpur,** by a Sale Deed Dt. 23.06.2006, which is duly Registered in the Office of Sub-Registrar, Nagpur-5 at Sr. No. 3620 on even date. A Deed of Correction to the aforesaid Sale Deed is also executed on 11.09.2006 and the same is duly registered in the Office of Sub-Registrar, Nagpur-5 at Sr. No. 4865 on even date.

WHEREAS, similarly, from the Land Revenue Records, it is observed that All that piece and parcel of land of Kh. No. 145, admeasuring 5.57 H.R. i.e. 13.77 Acres, held in Occupancy Class-I Rights of Mouza - Chichbhuvan, P.H. No. 43, Tah. & Dist. Nagpur, Originally belonged to **Shri Damodhar Govindrao Indurkar and Shri Sharad Govindrao Indurkar.**

WHEREAS, the aforesaid owners, **Shri Damodhar Govindrao Indurkar and Shri Sharad Govindrao Indurkar** later on in their turn sold out the land admeasuring 4.33 H.R. (10.77 Acres) of land out of the total extent by way of Sale to **Radha Soami Satsang Beas,** by a Sale Deed Dt. 18.01.1963, Regd. at Sr. No. 134, in the Office of Sub-Registrar, Nagpur on Dt. 29.04.1963. The said piece of land is later on renumbered as Kh. No. 145/2.

WHEREAS, similarly, from the Land Revenue Records, it is observed that All that piece and parcel of land of Kh. No. 145/1 (Old Kh. No. 145), admeasuring 0.80 H.R. i.e. 2.00 Acres, held in Occupancy Class-I Rights of Mouza - Chichbhuvan, P.H. No. 43, Tah. & Dist. Nagpur, Originally belonged to **Shri Jayantilal Balkisandas Parekh.**

WHEREAS, the aforesaid owner, **Shri Jayantilal Balkisandas Parekh** later on in his turn sold out the said land of Kh. No. 145/1, admeasuring 0.80 H.R. i.e. 2.00 Acres by way of Sale to **Radha Soami Satsang Beas,** by a Sale Deed Dt. 29.08.1989, Regd. at Sr. No. 10402, in the Office of Sub-Registrar, Nagpur City-1 on even date.

WHEREAS, in terms of the Order Dt. 23.12.2011 passed by the Tahsildar, Nagpur the aforesaid Kh. No. 145/1 is split into two parts as Kh. No. 145/1 admeasuring 0.26 H.R. and Kh. No. 145/6 admeasuring 0.54 H.R. In the likewise manner the Kh. No. 145/2 is split into two parts as Kh. No. 145/2 admeasuring 1.00 H.R. and Kh. No. 145/7 admeasuring 3.33 H.R.

WHEREAS, similarly, from the Land Revenue Records, it is observed that All that piece and parcel of land of Kh. No. 177, admeasuring 1.22 H.R., held in Occupancy Class-I Rights of Mouza - Chichbhuvan, P.H. No. 43, Tah. & Dist. Nagpur, Originally belonged to **Shri Ratanlal Shrawan Ghate, Shri Nandkishor Ratanlal Ghate, Shri Kanhaiyalal Ratanlal Ghate, Shri Kishorilal Ratanlal Ghate and Shri Prakashlal Ratanlal Ghate,** who later on sold the Northern Portion of said land admeasuring 0.61 H.R. to **Shri Kimmatlal Pewandmal Sukharani,** by a Sale Deed Dt. 19.10.1970.

WHEREAS, the said **Shri Kimmatlal Pewandmal Sukharani,** later on gifted his aforesaid property to **Radha Soami Satsang Beas,** by a Gift Deed Dt. 19.10.1970, which is duly Registered in the Office of Sub-Registrar, Nagpur City-1 at Sr. No. 6003 on even date. The said Northern Portion of Survey No. 177 admeasures 0.61 H.R. i.e. 1.52 Acres.

WHEREAS, the remaining Southern Portion of Survey No. 177 admeasuring 0.61 H.R. was transferred by **Shri Ratanlal Shrawan Ghate, Shri Nandkishor Ratanlal Ghate, Shri Kanhaiyalal Ratanlal Ghate, Shri Kishorilal Ratanlal Ghate and Shri Prakashlal Ratanlal Ghate** to **Radha Soami Satsang Beas,** by a Sale Deed Dt. 19.10.1970, which is duly Registered in the Office of Sub-Registrar, Nagpur City-1 at Sr. No. 6005 on even date. The said Southern Portion of Survey No. 177 admeasures 0.61 H.R. i.e. 1.52 Acres.

WHEREAS, similarly, from the Land Revenue Records, it is observed that All that piece and parcel of land of Kh. No. 178/1, admeasuring 0.69 H.R., i.e. 1.70 Acres, held in Occupancy Class-I Rights of Mouza - Chichbhuvan, P.H. No. 43, Tah. & Dist. Nagpur, Originally belonged to **Shri Baburao Chintaman Bobde.**

WHEREAS, the aforesaid **Shri Baburao Chintaman Bobde,** along with 2 sons namely **Shri Sudam and Shri Changdeo,** later on jointly transferred/sold their aforesaid property comprising Kh. No. 178/1, by way of sale to **Radha Soami Satsang Beas,** by a Sale Deed Dt. 06.12.1991, which is duly Registered in the Office of Sub-Registrar, Nagpur City-1 at Sr. No. 6635 on even date.

WHEREAS, similarly, from the Land Revenue Records, it is observed that All that piece and parcel of land of Kh. No. 178/2 & 178/3, admeasuring 1.15 H.R., i.e. 2.85 Acres, held in Occupancy Class-I Rights of Mouza - Chichbhuvan, P.H. No. 43, Tah. & Dist. Nagpur, Originally belonged to **Shri Balkrishna Tukaram Bobde, Shri Venkatesh Balkrishna Bobde, Shri Murlidhar Balkrishna Bobde, Shri Bhojraj Balkrishna Bobde and Shri Tarachand Balkrishna Bobde,** who later on their turn jointly sold the same to **Radha Soami Satsang Beas,** by a Sale Deed Dt. 23.04.1992, which is duly Registered in the Office of Sub-Registrar, Nagpur-8 at Sr. No. 1348 on even date. The said Sale Deed is consented by Shri Guru Dutt Sahakari Gruhnirman Sanstha Ltd., Nagpur in the capacity of Confirming Party.

WHEREAS, similarly, from the Land Revenue Records, it is observed that All that piece and parcel of land of Kh. No. 181/2/1, admeasuring 0.60 H.R., i.e. 1.48 Acres, held in Occupancy Class-I Rights of Mouza - Chichbhuvan, P.H. No. 43, Tah. & Dist. Nagpur, Originally belonged to **Shri Jagannath Ambhaji Dehankar, Shri Balwant Jagannath Dehankar, Shri Bhaurao Jagannath Dehankar,** who later on their turn jointly sold out the afore stated land to **Radha Soami Satsang Beas,** by a Sale Deed Dt. 23.04.1992, which is duly Registered in the Office of Sub-Registrar, Nagpur-8 at Sr. No. 1349 on even date.

WHEREAS, as said above, from the Land Revenue Records, it is observed that All that piece and parcel of land of Kh. No. 145, admeasuring 5.57 H.R. i.e. 13.77 Acres, held in Occupancy Class-I Rights of Mouza - Chichbhuvan, P.H. No. 43, Tah. & Dist. Nagpur, Originally belonged to **Shri Damodhar Govindrao Indurkar and Shri Sharad Govindrao Indurkar.**

WHEREAS, the aforesaid owners, **Shri Damodhar Govindrao Indurkar and Shri Sharad Govindrao Indurkar** later on in their turn sold out the land admeasuring 4.33 H.R. (10.77 Acres) of land out of the total extent by way of Sale to **Radha Soami Satsang Beas,** by a Sale Deed Dt. 18.01.1963, Regd. at Sr. No. 974, in the Office of Sub-Registrar, Nagpur on Dt. 29.04.1963. The said piece of land is later on renumbered as Kh. No. 145/2.

WHEREAS from the Land Revenue Records, it is observed that All that piece and parcel of land of Kh. No. 145/1 (Old Kh. No. 145), admeasuring 0.80 H.R. i.e. 2.00 Acres, held in Occupancy Class-I Rights of Mouza - Chichbhuvan, P.H. No. 43, Tah. & Dist. Nagpur, Originally belonged to **Shri Jayantilal Balkisandas Parekh.**

WHEREAS, the aforesaid owner, **Shri Jayantilal Balkisandas Parekh** later on in his turn sold out the land admeasuring 0.80 H.R. i.e. 2.00 Acres by way of Sale to **Radha Soami Satsang Beas,** by a Sale Deed Dt. 29.08.1989, Regd. at Sr. No. 10383, in the Office of Sub-Registrar, Nagpur on even date.

WHEREAS, similarly, from the Land Revenue Records, it is observed that All that piece and parcel of land of Kh. No. 144/2, admeasuring 2.13 H.R. i.e. 5.35 Acres, held in Occupancy Class-I Rights of Mouza - Chichbhuvan, P.H. No. 43, Tah. & Dist. Nagpur, Originally belonged to **Shri Parag Balkrishna Satwalekar & Smt. Sampada Parag Satwalekar.**

WHEREAS, the aforesaid owners, **Shri Parag Balkrishna Satwalekar & Smt. Sampada Parag Satwalekar** later on in their turn sold out the land of Kh. No. 144/2, admeasuring 2.13 H.R. i.e. 5.35 Acres, by way of Sale to **Radha Soami Satsang Beas,** by a Sale Deed Dt. 29.08.1989, Regd. at Sr. No. 10384, in the Office of Sub-Registrar, Nagpur on even date.

WHEREAS, the aforesaid **Radha Soami Satsang Beas,** a Society registered under Indian Societies Registration Act 1860, later on in its turn sold out the land of Kh. Nos. 144/2/2, 145/1, 145/2, 177, 178/1, 178/2, 178/3/2, 181/2, total admeasuring 10.94 H.R. i.e. 27.02 Acres to **Shri Laxmi Narayan Co-Op. Housing Society Ltd., Nagpur,** by a Sale Deed Dt. 06.04.2005, which is duly Registered in the Office of Sub-Registrar, Nagpur-9 at Sr. No. 1084 on even date. A Deed of Correction to the aforesaid Sale Deed is also executed on 11.09.2006 and the same is duly registered in Office of Sub-Registrar, Nagpur-5 at Sr. No. 4863 on even date.

WHEREAS, the said **Shri Laxmi Narayan Co-Op. Housing Society Ltd., Nagpur,** in its turn sold out the lands of Kh. No. 179-180/2 admeasuring 0.64 H.R. and land of Kh. No. 181/1/2 admeasuring 0.67 H.R. in favour of the Present Owner/ Developer Firm, M/s Rachana Constructions, A Partnership Firm, through its Partner, **Shri Shishir Shankarrao Diote,** vide Sale Deed Dt. 21.07.2012, which is duly Registered in the Office of Sub-Registrar, Nagpur-8 at Sr. No. 4005 on even date.

WHEREAS, the said **Shri Laxmi Narayan Co-Op. Housing Society Ltd., Nagpur,** in its turn sold out the lands of Kh. No. 145/1 admeasuring 0.26 H.R. and land of Kh. No. 145/2 admeasuring 1.00 H.R. in favour of the Present Owner/ Developer Firm, M/s Rachana Constructions, A Partnership Firm, through its Partner, **Shri Shishir Shankarrao Diote,** vide Sale Deed Dt. 21.07.2012, which is duly Registered in Office of Sub-Registrar, Nagpur-8 at Sr. No. 4006 on even date.

WHEREAS, the said **Shri Laxmi Narayan Co-Op. Housing Society Ltd., Nagpur,** in its turn sold out the lands of Kh. No. 177 (Southern Portion) admeasuring 0.61 H.R., Kh. No. 178/1 admeasuring 0.69 H.R., Kh. No. 178/2 admeasuring 0.62, Kh. No. 178/3/2 admeasuring 0.55 H.R., and land of Kh. No. 181/2/1 admeasuring 0.14 H.R. in favour of the Present Owner/ Developer Firm, M/s Rachana Constructions, A Partnership Firm, through its Partner, **Shri Shishir Shankarrao Diote,** vide Sale Deed Dt. 21.07.2012, which is duly Registered in Office of Sub-Registrar, Nagpur-8 at Sr. No. 4007 on even date.

WHEREAS, the said **Shri Laxmi Narayan Co-Op. Housing Society Ltd., Nagpur,** in its turn sold out the lands of Kh. No. 144/2/2 admeasuring 2.13 H.R., Kh. No. 145/6 admeasuring 0.54 H.R. and land of Kh. No. 145/7 admeasuring 3.33 H.R. in favour of the Present Owner/ Developer Firm, M/s Rachana Constructions, A Partnership Firm, through its Partner, **Shri Shishir Shankarrao Diote,** vide Sale Deed Dt. 21.07.2012, which is duly Registered in Office of Sub-Registrar, Nagpur-8 at Sr. No. 4008 on even date.

WHEREAS, the said **Shri Laxmi Narayan Co-Op. Housing Society Ltd., Nagpur,** in its turn sold out the lands of Kh. No. 177 (Northern Portion) admeasuring 0.61 H.R., in favour of the Present Owner/ Developer Firm, M/s Rachana Constructions, A Partnership Firm, through its Partner, **Shri Shishir Shankarrao Diote,** vide Sale Deed Dt. 21.07.2012, which is duly Registered in Office of Sub-Registrar, Nagpur-8 at Sr. No. 4009 on even date.

WHEREAS, in result of the execution of the afore stated Sale Deeds in its favour, the Present Owner/Developer Firm, M/s Rachana Constructions, A Partnership Firm, through its Partner, **Shri Shishir Shankarrao Diote,** become full and absolute owner of land of Kh. Nos. 144/2/2, 145/1, 145/2, 145/6, 145/7, 177/1, 177/2, 178/1, 178/2, 178/3/2, 179-180/2, 181/1/2, 181/2/1, of Mouza Chichbhuvan, with heritable and transferable rights therein and accordingly the name of the above Owner/Developer Firm has been duly mutated in the records of rights such as City Survey land record and also in the land Revenue 7/12 abstracts.

WHEREAS, the said layout owner firm, M/s Rachana Constructions, A Partnership Firm, through its Partner, applied to the NMC, Nagpur, for the approval of layout drawn on the above lands, and in pursuance there to the NMC, Nagpur, entered into Development Agreement with said Owner Firm on Dt. 28.12.2015 and in pursuance thereto the NMC, Nagpur, through its Town Planning Department, vide its Letter bearing No. मनपा/नरवि/अभि.मंजूरी/14, Dt. 28.12.2015, granted its permission and approval to the layout to be drawn on the said land of above Field Survey No. 144/2/2, 145/1, 145/2, 145/6, 145/7, 177/1, 177/2, 178/1, 178/2, 178/3/2, 179-180/2, 181/1/2, 181/2/1, covering total Plots No. 1 to 9, plotable area of **83,141.69 Sq. Mtrs.** subject to the condition mentioned in the above agreement. The Layout Map of the above Layout contains Plot bearing No. 4, covering plotable area of 8,835.61 Sq. Mtrs.

WHEREAS, as stated above, the NMC entered in to Agreement with the present land owner/developer namely M/s Rachana Constructions, A Partnership Firm, through its Partner, on dated 28.12.2015 regarding Development of the aforesaid land in question as per the norms of the NMC in this regard. As per the said Development Agreement Dt. 28.12.2015, the land owner has to carry development work of the proposed layout including layout roads, electricity, water arrangement, sewerage line, etc. is required to be carried by the said land owner/developer as per the terms mentioned in the above said NMC Agreement. The above Developer/Land Owner is also required to deposit various development charges/cost with the NMC as per the Development Schedule provided in the above said Agreement.

WHEREAS, on completion of the required terms and conditions of the Development Agreement, the NMC, Nagpur sanctioned, in favour of M/s Rachana Constructions, A Partnership Firm, through its Partner,, Building Maps of the Multistoried Building to be constructed on Plot No. 4, out of the above said layout, vide its Building Permit Dt. 28.09.2016, bearing Permit No. 51/BP/Chichbhuvan/ TP/ NMC/59. The said Plot covers land area of 8835.61 Sq. Mtrs. with Base FSI of 2.45 which result in total FSI loadable area of 21647.24 Sq. Mtrs., out of which 3549.23 Sq. Mtrs. is consumed in the 'A' Building sanctioned as above on Plot No. 4.

WHEREAS, thereafter, the said land owner firm M/s Rachana Constructions, A Partnership Firm, through its Partner, dropped down the idea of owning and developing the said Plot No. 4 and instead sold out the said Plot No. 4, covering land area of 8835.61 Sq. Mtrs., in favour of the Present Owner/Developer Company, **M/s Rachana Construction Co. (Nagpur) Private Limited, through its Director,** vide Sale Deed Dt. 13.10.2016, which is duly Registered in the Office of Sub-Registrar Nagpur-3 at Sr. No. 6858 on Dt. 14.10.2016. In result **M/s Rachana Construction Co. (Nagpur) Private Limited, through its Director,** became the full and absolute owner of the said Plot No. 4 with the rights to develop and construct the apartment scheme on the above plot as per the Building Sanction granted by NMC, Nagpur, vide its Building Permit Dt. 28.09.2016, bearing Permit No. 51/BP/Chichbhuvan/ TP/ NMC/59.

WHEREAS, the said 'A' Building to be constructed on Plot No. 4, by **M/s Rachana Construction Co. (Nagpur) Private Limited, through its Director,** named & Styled as **"RACHANA SAHIRA"Building A** has been submitted to the provisions of Maharashtra Apartment Ownership Act 1970 by the said Owner Company and the Deed of Declaration U/s. 2 of the said Act has been prepared on Dt. 11.11.2016, which is duly Registered at Sr. No. 5949, in the Office of Sub-Registrar, Nagpur-4 on even date.

WHEREAS, subsequently the earlier NMC sanctioned Layout Map vide its Letter bearing No. मनपा/नरवि/अभि.मंजूरी/14, Dt. 28.12.2015, came to be revised by the NMC as per the Revised Layout Plan Dt. 13.10.2016, whereby the Original Plot No. 4, whereupon the afore stated **"RACHANA SAHIRA" Building A** Scheme is to be carried on, also came to be revised and thereby the Original Plot No. 4 admeasuring 8835.61 Sq. Mtrs., is bifurcated into two plots i.e. Plot No. 4-A admeasuring 4570.23 Sq. Mtrs. and Plot No. 4-B, admeasuring 4265.38 Sq. Mtrs. The Town Planning Department of NMC, issued a Letter in favour of the above scheme owner, bearing No. मनपाना/नरवि/अंतिम/28, Dt. 10.02.2017, regarding the sanctioned to the Revised Layout Map, covering the plot on which the said **"RACHANA SAHIRA" Building A** Scheme is to be constructed i.e. Plot No. 4-B admeasuring 4264.93 Sq. Mtrs.

WHEREAS, in pursuance of the revised layout map, the scheme owner **M/s Rachana Construction Co. (Nagpur) Private Limited, through its Director,** has applied on Dt. 16.03.2017, for the revised sanction of the Building Plans of the **"RACHANA SAHIRA"** Scheme, which is being constructed on the revised Plot No. 4-B admeasuring 4265.38 Sq. Mtrs. and the Town Planning Department of NMC, Nagpur granted its sanction for the Revised G+10 Multistoried Apartment Scheme on the said Plot No. 4-B admeasuring 4265.38 Sq. Mtrs. named and styled as **"RACHANA SAHIRA" Building A** Scheme, vide its Revised Sanctioned Building Plan bearing Permit No. 47/BP/ Chichbhuvan/TP/NMC/295, Dt. 30.06.2017.

WHEREAS, the said Apartment scheme known and styled as **"RACHANA SAHIRA" Building A,** Comprising G+10 storied Multistoried Building, Scheme consists of Ground Floor and 10 upper floors, Ground Floor is reserved for Parking/Open Parking, First to Tenth Floor comprise 8 Apartment on each floor, Covering in all 80 Apartments, bearing Apartment Nos. 101A to 108A, 201A to 208A, 301A to 308A, 401A to 408A, 501A to 508A, 601A to 608A, 701A to 708A, 801A to 808A, 901A to 908A and 1001A to 1008A.

That, the said land owner/Developer Company is entitled to carry and complete the construction of the above scheme as per the revised sanction received from the local Building authorities and also entitle to Sale the same to the intending purchasers and to obtain the agreed Sale consideration from intending Purchaser/Borrower.

That, the Offered Property presently belongs to a Regd. Company and therefore all the formalities in this regard shall be duly complied with and Fresh Nil R.O.C. Charge Certificate shall be obtained. Company Resolution for Selling the property in question in favour of Individual Purchaser/s and for authorizing a Particular Person there for shall also be obtained.

That, the copy of the Agreements of Sale to be executed in favour of Borrowers/ Intending Purchasers pertaining to the individual apartments duly signed by the said land owners/ developers and the concerned Borrowers/ Intending Purchasers shall be obtained on the bank records.

That, I have examined the Original Title Deeds relating to the scheme property in question and on the basis of searches made by me and the documents placed before me, I certify that, the chain of the title for the last 30 years is properly established and hence it is submitted that the title of the property referred above is clear, valid and unencumbered one and the said property is presently owned and being developed by **M/s Rachana Construction Co. (Nagpur) Private Limited, through its Director** and Intending Purchasers/Borrowers of the Individual Units/Apartments shall get a valid clear, absolute and marketable title over the apartment/s of the said **"RACHANA SAHIRA" Building A,** Scheme and the financial Institutions/Banks can accept such property in mortgage as good and enforceable security.

That, in post disbursement modalities charge of the bank shall be created in City Survey land records to safeguard the interest of the bank more purposefully in the above regard.

That, in view of the torn, incomplete, mutilated index records which are also not available in sequence and readily and due to non connectivity to the index of registered documents because of the centralize registration system since November-2005, it is necessary to secure the sworn affidavit from the present owners/borrowers in Bank prescribed format regarding nil encumbrances and clear title.

Date : 05.07.2017
Place : NAGPUR

**Adv. V. M. Rajkarne**

# Certificate of title

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Equitable Mortgage** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of **Equitable Mortgage** and I further certify that;

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Government Offices./Sub-Registrar(s) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Waif Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **1987 to 2017** pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

6. Minor/(s) and his/their interest in the property(ies) is to the extent of NIL (Specify the share of the Minor with Name). (Strike out if not applicable).

7. The Mortgage if created, will be available to any Housing Financial Institution/ Bank for the Liability of the **Intending Purchasers / Borrowers** of Apartments situated in the Scheme known as **"RACHANA SAHIRA" Building A.**

8. I certify that **Intending Purchasers / Borrowers** of Apartments situated in the Scheme known as **"RACHANA SAHIRA" Building A** has/have an absolute, clear and Marketable title over the Schedule property/(ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

## SCHEDULE OF THE PROPERTY (IES)

All that various independent Apartment situated in the Apartment scheme known and styled as **"RACHANA SAHIRA" Building A,** Comprising G+10 storied Multistoried 'A' Building, Scheme consists of Ground Floor and 10 upper floors, Ground Floor is reserved for Parking/Open Parking, First to Tenth Floor comprise 8 Apartment on each floor, Covering in all 80 Apartments, bearing Apartment Nos. 101A to 108A, 201A to 208A, 301A to 308A, 401A to 408A, 501A to 508A, 601A to 608A, 701A to 708A, 801A to 808A, 901A to 908A and 1001A to 1008A, All that piece and parcel of Non Agricultural, Town Planning and NMC Sanctioned Plot, bearing Plot No. 4-B, covering total Plotable Area of 4265.38 Sq. Mtrs., along with all other easementary rights appurtenant and belonging thereto, out of the layout drawn in the land bearing Kh. No. 144/2/2, 145/1, 145/2, 145/6, 145/7, 177/1, 177/2, 178/1, 178/2, 178/3/2, 179-180/2, 181/1/2, 181/2/1, held in Class - I Rights, of Mouza : Chichbhuvan, P.H. No. 43, bearing City Survey No. 514, Sheet No. 777A, beating NMC House No. 1852/4/B, Ward No. 75, Situated at Chichbhuvan, Wardha Road, Nagpur, Tah. & Dist. Nagpur and Bounded as under:

East - 18.00 Mtrs. D.P. Road
West - Open Space B and Plot No. 4-A Beyond
North - 12.00 Mtrs. Wide Layout Road
South - Remaining Portion of Plot 4B.

Place : Nagpur.
Date : 05.07.2017.

RAJKARNE NAGPUR ADVOCATES

**Adv. V. M. Rajkarne**

# TO WHOMSOEVER IT MAY CONCERN
# ENCUMBRANCE CERTIFICATE

Project Details:

**M/s Rachana Construction Co. (Nagpur) Private Limited, through its Director** , a Company incorporated under e provisions of the Companies, Act, 1956 having Office at Fourth Floor, Lotus Building, West High Court Road, Dharampeth, Nagpur- 440010, having a residential project at **"RACHANA SAHIRA" Building A.**

After going through the relevant documents related to title such as Property Card, Extract form of 7/12, Sale Deed and Agreements signed between the parties, other documents, sanctioned plans and the financial accounts maintained by them, I hereby Certify as under.

No litigation is pending related to any right, title, and interest in the ongoing project of any previous owners.

That the said project is not mortgaged with any financial institution or bank.

Nagpur
Date : 05.07.2017.




**Adv. V. M. Rajkarne**