

**ADV. PRADEEP MALLI.**

S-1, MAA UMIYA CO-OP. HSG. SOCIETY,  
AMBEDKAR SQ.,  
CENTRAL AVENUE,  
NAGPUR-440008.  
(Mobile No. 9373101147)

Date : 03.08.2018

TO WHOMSOEVER IT MAY CONCERN

Legal Opinion in respect of property in the name of  
**KAPIL NANDKISHOR NATHANI**  
Proprietor of M/s. PRESTIGE BUILDERS, NAGPUR.

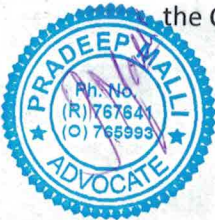
As requested by **KAPIL NANDKISHOR NATHANI** Proprietor of M/s. PRESTIGE BUILDERS, NAGPUR, I have personally examined the documents of the properties referred hereinafter mentioned and after due considerations found the details as under :

01. ALL THAT lease hold land bearing **NIT Plot No. 19, admeasuring about 3500 Sq.Ft. [i.e. 325.160 Sq.mtrs.]**, situated in C.R.Section-III Scheme of NIT, Kh.No.310/2 of Mauza: Nagpur, **Municipal House No. 363, Ward No.21, City Survey No.236, Sheet No. 215 of Mauza: Nagpur**, within the limits of Nagpur Improvement Trust & Nagpur Municipal Corporation, Tahasil & District : Nagpur and the said property is bounded as under:-

|          |   |                       |
|----------|---|-----------------------|
| ON NORTH | : | PLOT No.18.           |
| ON SOUTH | : | PLOT No.20..          |
| ON EAST  | : | PLOT Nos. 29,30 & 31. |
| ON WEST  | : | ROAD.                 |

***My findings in respect of above mentioned property is as under :***

- Originally the said land was allotted to the **SHRI RISHABH BABULAL JEJANI** on 30 years perpetual lease renewable after the said period in the year 1977 by the Nagpur Improvement Trust and first 30 years lease hold rights commencing from 30.12.1977 and expired on 31.03.2008 and also executed lease indenture for said period in his favour on 22.12.1981, which is registered at Doc. Sr.No. 4754, Book No.Add-1, Volume No.406, Page Nos.07 to 09 in the Court of Joint Sub Registrar Nagpur-3 on 30.12.1981.
- Thereafter **SHRI RISHABH BABULAL JEJANI** as per the family understanding relinquished all his rights and interest in the said property in favour of **SHRI RAJESHKUMAR BABULALJI JEJANI and Smt. SUDHA RAJESHKUMAR JEJANI** by Deed of Relinquishment dt.13.04.2011 registered with Sub Registrar Nagpur-2 at Book No.1, at Sr. No. 2059 on 13.04.2011.
- After expiry of the above lease period the Nagpur Improvement Trust, Nagpur renew for Second term of 30 years lease hold rights commencing from 01.04.2008 and expired on 31.03.2038 and also executed lease indenture for 30 years in favour of **SHRI RAJESHKUMAR BABULALJI JEJANI and Smt. SUDHA RAJESHKUMAR JEJANI** on 02.01.2017, which is registered at Doc. Sr.No. 18/2017, Book No. 1, Page Nos.01 to 15 in the Court of Joint Sub Registrar Nagpur-8 on 04.01.2017.



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- d. **SHRI RAJESHKUMAR BABULALJI JEJANI and Smt. SUDHA RAJESHKUMAR JEJANI** sold the said property by Registered Sale Deed dt. 10.07.2017 to KAPIL NANDKISHOR NATHANI, which is duly registered in the Court of Joint Sub registrar Nagpur-8, at Doc. Sr.No. 1870/2017 on 10.07.2017.

02. ALL THAT lease hold land bearing **NIT Plot No. 20**, admeasuring about **3500 Sq.Ft. [i.e. 325.160 Sq.mtrs.]** with more then 25 years old Constructed house admeasuring 40 Sq.Mtrs. thereon, situated in C.R.Section-III Scheme of NIT, Kh.No.310/2 of Mauza: Nagpur, **Municipal House No. 363, Ward No.21, City Survey No.165, Sheet No.245 of Mauza: Nagpur**, within the limits of Nagpur Improvement Trust & Nagpur Municipal Corporation, Tahasil & District : Nagpur and the said property is bounded as under:-

|          |   |                       |
|----------|---|-----------------------|
| ON NORTH | : | PLOT No.19.           |
| ON SOUTH | : | PLOT No.21..          |
| ON EAST  | : | PLOT Nos. 31,32 & 33. |
| ON WEST  | : | ROAD.                 |

***My findings in respect of above mentioned property is as under :***

- a. Originally the said land was allotted to the SHRI RISHABH BABULAL JEJANI on 30 years perpetual lease renewable after the said period in the year 1977 by the Nagpur Improvement Trust and first 30 years lease hold rights commencing from 30.12.1977 and expired on 31.03.2008 and also executed lease indenture for said period in his favour on 22.12.1981, which is registered at Doc. Sr.No. 4753, Book No.Add-1, Volume No.406, Page Nos.04 to 06 in the Court of Joint Sub Registrar Nagpur-3 on 30.12.1981.
- b. Thereafter SHRI RISHABH BABULAL JEJANI as per the family understanding relinquished all his rights and interest in the said property in favour of **SHRI RAJESHKUMAR BABULALJI JEJANI and Smt. SUDHA RAJESHKUMAR JEJANI** hereinabove by Deed of Relinquishment dt.13.04.2011 registered with Sub Registrar Nagpur-2 at Book No.1, at Sr. No. 2059 on 13.04.2011.
- c. After expiry of the above lease period the Nagpur Improvement Trust, Nagpur renew for Second term of 30 years lease hold rights commencing from 01.04.2008 and expired on 31.03.2038 and also executed lease indenture for 30 years in favour of **SHRI RAJESHKUMAR BABULALJI JEJANI and Smt. SUDHA RAJESHKUMAR JEJANI** on 02.01.2017, which is registered at Doc. Sr.No. 17/2017, Book No. 1, Page Nos.01 to 15 in the Court of Joint Sub Registrar Nagpur-8 on 04.01.2017.
- d. **SHRI RAJESHKUMAR BABULALJI JEJANI and Smt. SUDHA RAJESHKUMAR JEJANI** sold the said property by Registered Sale Deed dt. 04.09.2017 to KAPIL NANDKISHOR NATHANI, which is duly registered in the Court of Joint Sub registrar Nagpur-8, at Doc. Sr.No. 2495/2017 on 04.09.2017.



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03. That, the name of KAPIL NANDKISHOR NATHANI in respect of Plot No. 19 & 20 has been mutated in the record of the City Survey Office, Nagpur, Nagpur Improvement Trust, Nagpur and Nagpur Municipal Corporation, Nagpur.
04. That, since the date of acquiring Plot Nos.19 & 20, he has not mortgage the said property with any Banking Institution or with any other person by any means whatsoever and there are no encumbrances against the said Plot Nos.19 & 20.
05. That, as per the information received from owner, there is n litigation pending before the Cour of Law nor any dues pending towards taxes and the Owner has not received any legal notice in respect of the said Plot Nos.19 & 20.
06. That, in absence of previous title deed it is not possible to mention first owner of the Property and this opinion is only in respect of present ownership of the property.

*On the basis of the above, it appears that KAPIL NANDKISHOR NATHANI Properietor of M/s. PRESTIGE BUILDERS, NAGPUR is the ower of Plot Nos.19 & 20 mentioned above having valid and marketable title of Plot Nos. 19 & 20. This opinion is based only on the basis of Xerox copy of documents and information provided by the said Owner and formed solely for the purposeof the owner and no other person may rely on it nor shall any other meaning be construed thereof for proving its title for any purpose whatsoever.*

**DOCUMENTS PROVIDED FOR INSPECTION :**

01. LEASE DEED : Plot No.19- first lease dt. 30.12.1981, Doc. Sr. No.4754 and Renewal lease dt. 04.01.2017, Doc. No. 18/2017. Plot No.20- first lease dt. 30.12.1981, Doc. SR.No.4753 and Renewal Lease dt. 04.01.2017, Doc. Sr.No.17/2017.
02. RELEASE DEED DT. 13.04.2011, Doc.Sr.No.2059.
03. SALE DEED : PLOT NO.19- Dt. 10.07.2017 Doc.Sr.No.1870/2017 and PLOT NO.20 - Dt. 04.09.2017 Doc.Sr.No.2495/2017

NAGPUR.

*P. Malli*

Adv. PRADEEP MALLI.

