CHALLAN

MTR Form Number-6

GRN	MH006033927201617E	BARCODE		Date	17/11/2016-16:08:05	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Search Fee	TAX ID (If Any)	292342883
	Other Items	PAN No. (If Appliacable)	
Office Name	PND1_JT DISTT REGISTRAR PUNE URBAN	Full Name	SANDEEP ANANT SHASTRI
Location	PUNE		
Year	2016-2017 One Time	Flat/Block No.	
		Premises/Building	

Account Head Details	Amount In Rs.
0030072201 SEARCH FEE	325.00
Total	325.00

Road/Street	
Area/Locality	
Town/City/District	
PIN	
Remarks (If Any)	
Amount In Words	Three Hundred Twenty Five Rupees Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	REF No.	00040572016111710331	CKA9615263
Cheque/DD No		Date		17/11/2016-16:09:05	
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : Not Available

MH006033927201617E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
17 Nov 2016	Receipt	Receipt no.: 1111132086
	Name of the Applicant :	SANDEEP ANANT SHASTRI
	Details of property of which document has to be searched :	Dist :Nagpur Village :Lendra S.No/CTS No/G.No. : 1037
	Period of search :	From :2004 To :2016
	Received Fee :	325
The above mentioned Search fee has been credited to government vide GRN no :MH006033927201617E		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on 'gras.mahakosh.gov.in/challan/views/frmSearchChallanWithOutReg.php'.		

SANDEEP SHASTRI AND ASSOCIATES

ADVOCATES & LEGAL CONSULTANTS FOR TRANSFER OF PROPERTIES

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NAGPUR

Dated 21-11-2016

TITLE VERIFICATION REPORT

UNDER instructions and authority from our Client M/s. RAGHAV LIFESPACES, a Registered Partnership Firm, having its Registered Office at "Vali Building", Sitabuldi, Nagpur, acting through it's Authorised Partner SHRI. SHARAD S/o JAMNADHAR MOR, Resident of Ramdaspeth, Nagpur-440 010, Tahsil and District – NAGPUR, We have investigated the title relating to the property comprising ALL THAT Piece and Parcel of land bearing Nazul Leasehold Plot No. 94 (NINETY FOUR), containing by admeasurement 12000 Square Feet (OR 1114.80 Square Meters), of Mouza - LENDRA bearing Corporation House No. 101, City Survey No. 1037 and Sheet No. 51/15 of Mouza - Lendra, situated at Canal Road, Ramdaspeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR and more particularly described in the Schedule hereunder written and our findings are as under :-

(1) THAT, ALL THAT Piece and Parcel of land bearing Nazul Leasehold Plot No. 94 (NINETY FOUR), containing by admeasurements 12000 Square Feet (OR 1114.80 Square Meters), of Mouza - LENDHRA, bearing Corporation House No. 101, City Survey No. 1037 and Sheet No. 51/15 of Mouza - Lendhra, situated at Canal Road, Ramdaspeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR, was recorded in favour of Shri Anandsagar S/o Ramkisan Chopra. The aforesaid Shri Anandsagar Ramkisan Chopra later on transferred the aforesaid property by way of registered sale deed dt. 27-06-1961 to Shri Kumar Shashibhushan Bhupendradev Thapar (acting through his Natural Guardian Father Shri Bhupendradev Thapar) dated 06-03-1961, which is duly registered at the Office of the Joint Sub Registrar, Nagpur City at Serial No. 743.

(2) THAT, Shri Sunil Bhupendradev Thapar, acquired property comprising ALL THAT Piece and Parcel of land bearing Nazul Leasehold Plot No. 141 (ONE HUNDRED FORTY ONE), situated at Ramdaspeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72, Circle No. 20 and Division No. 8 consequent upon the death of

his Grandfather namely Shri Narayandas Nanakchand Thapar in terms of his LAST WILL dated 24-09-1981.

(3) THAT, for better utilization of the said properties as per their respective requirements, the aforesaid real brothers Shri Sunil Bhupendradev Thapar and Shri Shashibhushan Bhupendradev Thapar later on mutually decided to Exchange their aforesaid respective property with each other.

(4) THAT, accordingly as per mutual Family Settlement dated 18-10-1989 an Agreement of Exchange was executed by and between Shri Sunil Bhupendradev Thapar, and Shri Shashibhushan Bhupendradev Thapar for the same. As per the said Agreement for Exchange dated 18-10-1989, the said Shri Shashi Bhushan Bhupendradev Thapar has transferred his property comprising Nazul Leasehold Plot No. 94 (Ninety Four) in favour of Shri Sunil Bhupendradev Thapar, absolutely and forever with heritable and transferable rights therein and Shri Sunil Bhupendradev Thapar has transferred his Nazul Leasehold Plot No. 141 (One Hundred Forty One) in favour of Shri Shashi Bhushan Bhupendradev Thapar absolutely and forever with heritable and transferable rights therein. However the said instrument was not registered at that time and therefore the aforementioned parties had submitted the same to the Collector of Stamp, Nagpur for adjudication of Stamps Duty.

(5) THAT, as per the said adjudication the Collector of Stamps Nagpur directed to pay Stamp Duty of Rs. 2,23,440/- (Rupees Two Lac Twenty Three Thousand Four Hundred Forty Only) as per Article 32 r/w 25(b) V of Bombay Stamp Act and the said requisite Stamp Duty along with penalty u/s 39 of the said Act of Rs. 250/- was paid by Shri Sunil B. Thapar vide Challan No. 21/9 on 30-9-1997 and accordingly the said document was certified u/s 41 of the Bombay Stamp Act that the said document is duly stamped and same is impounded by the Collector of Stamps, Nagpur.

(6) THAT, subsequently the Deed of Exchange as per mutual Family Settlement dated 04-10-1989 was executed by and between Shri Sunil Bhupendradev Thapar and Shri Shashi Bhushan Bhupendradev Thapar which is registered at the Office of the Joint Sub Registrar, Nagpur-8 at Serial No. 3112 on 04-10-1997. That as per the said Deed of Exchange the aforesaid Shri Sunil Bhupendradev Thapar, had become an exclusive, absolute and full Owner of the said property i.e. Plot No. 94 with heritable and transferable rights therein and the same is also accordingly mutated in his name in all relevant records.

(7) THAT, the Nazul lease has been renewed time to time by the Collector, Nagpur on behalf of Governor of Maharashtra State. The last renewal is for a further term/period commencing from 01-04-2005 and ending on 31-03-2035 by executing a Renewed Indenture of Lease regarding the aforesaid property comprising Nazul Leasehold Plot No. 94 (Ninety Four) on 12-09-2006 in favour of Shri Sunil Bhupendradev Thapar and the

same is duly registered at the Office of the Joint Sub Registrar, Nagpur-1 in Book No. 1 at Serial No. 5346/2006 on even date.

(8) THAT, the said Shri Sunil Bhupendradev Thapar had later on constructed a Residential House on the said Nazul Leasehold Plot No. 94 (Ninety Four), bearing Corporation House No. 101, City Survey No. 1037 and Sheet No. 51/15 of Mouza – Lendhra in accordance with the Plan duly sanctioned and approved by the Building Engineer of the Nagpur Municipal Corporation, Nagpur and the same was further modified vide its Permit dated 16-06-2010.

(9) THAT, the said Shri Sunil Bhupendradev Thapar later on decided to develop the aforesaid property comprising Nazul leasehold Plot No. 94 (Ninety Four) into a "RESIDENTIAL ESTATE" by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein.

(10) THAT, accordingly by an Agreement of Sale and Development dated 22-07-2015, the said Shri Sunil Bhupendradev Thapar has entrusted the entire work as detailed therein of the said Plot of land to M/s. Raghav Lifespaces. The said Agreement is registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Serial No. 3510 on even date on payment of requisite Stamp Duty and Registration Fees payable thereon. An irrevocable power of attorney dt. 22-07-2015 is also executed in favour of M/s Raghav Lifespaces. The said irrevocable power of attorney is registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Serial No. 3511 on even date on payment of requisite Stamp Duty and Registration Fees payable thereon.

(11) THAT, by the said agreement and power of attorney dated 22-07-2015, Shri Sunil Bhupendradev Thapar has allowed and permitted the M/s. Raghav Lifespaces to develop the said plot of land into a residential estate by constructing a multi-storied building thereon consisting of various self contained separate residential apartments therein further by the said agreement Shri Sunil Bhupendradev Thapar has specifically agreed to execute various agreements to sell and sale deeds each relating to the undivided proportionate share and interest in the said plot of land in favour of each such individual purchaser as may be nominated by the M/s. Raghav Lifespaces.

(12) THAT, the aforesaid M/s. Raghav Lifespaces, purchased Transferable Development Rights (TDR) of 400 Square Meters of Zone "B" from Mohammed Sameer Abdul Gaffar Rangoonwala, out of the TDR Certificate No. 45 dated 02-09-2015 by a Transfer Deed dated 15-01-2016 registered at Serial No. 298 on even date and 468 Sq. Mtrs. of Zone "B" out of Certificate No. 48 dated 6-11-2015 from Shri Upasani Kanyakumari Sthan by Transfer deed dt. 12-01-2016 registered at Serial no. 235 on even date.

(13) THAT, for the purpose of optimum development of the said Plot of land, out of the said total TDR of 868 sq mts, 836.34 sq. mts has been utilized for sanctioning of the Building Plans.

(14) THAT, in pursuance of the aforesaid Agreement, the said M/s. Raghav Lifespaces prepared the Plan of the Multistoried Building proposed to be constructed on the said Plot No. 94 (Ninety Four) containing by admeasurements 1114.80 Square Meters. The same is duly sanctioned and approved by the Building Engineer of the Nagpur Municipal Corporation, Nagpur vide Building Permit No. 11/BP/LENDRA/TP/NMC/185 dated 7-05-2016. The said building is to be known and styled as "LA REGALIA".

(15) THAT for the purpose of giving clear title over the Apartments proposed to be constructed to the prospective Purchasers in the said building Owner has executed a Deed of Declaration Under Section 2 of the Maharashtra Apartment Ownership Act, 1970 which is duly registered in the Office of the Sub-Registrar, Nagpur – 4, in Book No. 1 at Sr. No. 5771 on 28-10-2016.

(16) THAT, for the purpose of verification of title the following documents relating to ALL THAT Piece and Parcel of land bearing Nazul Leasehold Plot No. 94 (NINETY FOUR), containing by admeasurement 12000 Square Feet (OR 1114.80 Square Meters), of Mouza - LENDRA bearing Corporation House No. 101, City Survey No. 1037 and Sheet No. 51/15 of Mouza - Lendra, situated at Canal Road, Ramdaspeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72, Circle No. 20, Division No. 8 in Tahsil and District – NAGPUR are provided to us :-

(i) Copy of Exchange Deed dated 04-10-1997
(ii) Copy of Lease Deed Dated 12-09-2006
(iii) Copy of Agreement of Development dated 22-07-2015
(iv) Copy of General Power of Attorney Dated 22-07-2015
(v) Copy of Transfer Deed dated 12-01-2016
(vi) Copy of Transfer Deed dated 15-01-2016
(vii) Copy of Building Permit and Sanctioned Plan Dated 07-05-2016
(viii) Copy of Deed of Declaration dated 28-10-2016
(ix) Copy of Property card.

(17) THAT, we have verified all the relevant index entries from the books and records kept and maintained in the Office of the Sub-Registrar, Nagpur for the period of last 13 (THIRTEEN) Years by depositing necessary Search Fees in the Office of the Joint Sub-Registrar, Nagpur City, vide Receipt No. 1111132086 dated 17-11-2016 only those available out of the torn and disarrange index and found that there is no adverse entry is recorded at the Office of Sub-Registrar, Nagpur.

(18) THAT, links in the title history of last 13 (Thirteen) years of chain of title have been properly established. All the transactions which have taken place at Nagpur City have been verified from the relevant records of the Registrar, Revenue Department etc. at Nagpur City. We have taken search of records of Registrar's Office from inspection Book No. (I) and day books, which were kept & maintained by the office and made available to us and other relevant records.

(19) While searching the records, it was found that some record was mutilated and torn form. Particularly Index for the year of 2004 and 2005 was mutilated. Some Index were missing Index for the year of 2004 was not available at Nagpur City Office, some was incomplete and disorganized lot of jurisdictional changes have taken place during different periods in Registrar Offices presently. It is informed by the officials that in Sub-Registrar Nagpur indexes are not compiled since 2004 it is also informed that recent Indexes are not sort out and complied mouzawise, some indexes are even yet not printed out in the office Nagpur City.

(20) In alternative only entry of the registration of the documents can be verified from the Token register/day book. As per procedure adopted in the office of the Sub-Registrar only name of the Purchaser is noted and so also the name of Vendor and details of property is noted in the Token Register/Day book. In Nagpur District Encumbrance Certificate is not issued by the Sub-Registrar offices.

(21) THAT, in view of the searches made by us and subject to aforesaid compliances I am of the opinion that said M/s. Raghav Lifespaces has a valid right to develop and sell the aforesaid property. Naturally therefore prospective purchasers of the portion of the aforesaid property shall also acquire equally good, valid and marketable title thereto on obtaining a proper and duly registered Sale Deed.

(22) THAT, it is needless to mention here that on obtaining such Sale Deed, the purchaser can very well mortgage his/her property to any Financial Institution by way of security for the repayment of housing loan, if any advanced to him/her.

Hence this Title Verification Report.

(SANDEEP SHASTRI)
ADVOCATE

SANDEEP SHASTRI & ASSOCIATES
NAGPUR