SANDEEP SHASTRI AND ASSOCIATES

ADVOCATES & LEGAL CONSULTANTS FOR TRANSFER OF PROPERTIES

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TITLE VERIFICATION REPORT

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NON ENCUMBRANCE CERTIFICATE

Under instructions from my client NIRMAL DEVELOPERS AND BUILDERS, a Partnership Firm having it's Registered Office at Gittikhadan Square, Katol Road, Nagpur, acting through its Authorised Partner SHRI. GIRISH S/o GANGAPRASAD GWALBANSI, Aged 35 Years, Occupation – Business, Resident of Bhupesh Nagar, Borgaon, Nagpur, Tahsil and District – NAGPUR, I have investigated the title relating to ALL THAT Piece and Parcel of Land admeasuring 22090 Sq. Ft. (i.e. 2049.165 Sq. Mtrs.) being a portion of entire land bearing Kh. No. 135/1 and 136/1 of MOUZA – BORGAON, bearing Corporation House No. 1057, City Survey No. 285, Sheet No. 152/60, situated at Borgaon, Nagpur within the limits of the Nagpur Improvement Trust and Nagpur Municipal Corporation Ward No. 62 in Tahsil and District – NAGPUR and my findings are as under:-

(1) THAT, ALL THAT Piece and Parcel of Land admeasuring 22090 Sq. Ft. (i.e. 2049.165 Sq. Mtrs.) being a portion of entire land bearing Kh. No. 135/1 and 136/1 of MOUZA – BORGAON, bearing Corporation House No. 1057, City Survey No. 285, Sheet No. 152/60, situated at Borgaon, Nagpur within the limits of the Nagpur Improvement Trust and Nagpur Municipal Corporation Ward No. 62 in Tahsil and District – NAGPUR, Originally belonged to Shri. Harichand Yankaji Madne and Shri. Tarachand Yankaji Madne, having Purchased the same by a Sale Deed Dated 08-09-1951 and 18-01-1952.

(2) THAT, said Shri. Harichand Yankaji Madne left for his heavenly abode on 01-05-1993 and consequent upon his demise the aforesaid property devolved upon his widow Smt. Tarabai Harichand Madne, five sons namely (i) Shri. Murli Harichand Madne, (ii) Shri. Shri. Krishna Harichand Madne (adopted son of Late Tarachand Madne), (iii) Shri. Purushottam Harichand Madne, (iv) Shri. Manohar Harichand Madne, (v) Shri. Sanjay Harichand Madne and three daughters namely (i) Smt. Lata Lokesh Larokar, (ii) Smt. Sangita Vilas Pardhi, (iii) Ku. Vanita Harichand Madne, by intestate succession being the only heirs of the deceased.

(3) THAT, out of the aforesaid legal heirs (i) Smt. Lata Lokesh Larokar, (ii) Smt. Sangita Vilas Pardhi, (iii) Ku. Vanita Harichand Madne, later on relinquished all their rights, title and interests in the said property in favour of their brothers (i) Shri. Murli Harichand Madne, (ii) Shri. Shri. Krishna Harichand Madne (adopted son of Late Tarachand Madne), (iii) Shri. Purushottam Harichand Madne, (iv) Shri. Manohar Harichand Madne, (v) Shri. Sanjay Harichand Madne, by a Deed of Release/ Relinquishment dated 28-06-2004, which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Addl. Book No. 1099, at Sr. No. 01099-2004 on even date.

(4) THAT, said Shri. Tarachand Yankaji Madne left for his heavenly abode on 03-06-1987 and his only son Shri. Keshaorao Madne who died on 17-01-1983, consequent upon their demise the aforesaid property devolved upon (i) Smt. Sumanbai Keshaorao Madne, (ii) Smt. Sunanda Arun Tumane, (iii) Smt. Shruti Suresh Larokar, (iv) Smt. Surekha Sanjay Gujar, (v) Shri. Sunil Keshaorao Madne, (vi) Shri. Ravi Keshaorao Madne, (vii) Smt. Lata Jeetendra Keshaorao Madne, by intestate succession being the only heirs of the deceased.

(5) THAT, out of the aforesaid legal heirs (i) Smt. Sunanda Arun Tumane, (ii) Smt. Shruti Suresh Larokar, (iv) Smt. Surekha Sanjay Gujar, later on relinquished all their rights, title and interests in the said property in favour of their brothers (i) Shri. Sunil Keshaorao Madne, (ii) Shri. Ravi Keshaorao Madne, by a Deed of Release/ Relinquishment dated 28-06-2004, which is duly registered in the Office of the Sub-Registrar, Nagpur-4 in Addl. Book No. 1098, at Sr. No. 01098-2004 on even date. As a result therefore the Smt. Sunanda Arun Tumane & others have now become exclusive, absolute and full joint Owners of the aforesaid property with heritable and transferable rights therein.

(6) THAT, the aforesaid Owner, Smt. Sunanda Arun Tumane & others later on decided to develop the said property into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein and accordingly by an Agreement of Development and Sale dated 28-02-2005, they have entrusted the entire work of Development of the said property to Nirmal Developers And Builders upon the several terms and condition contained therein. By the same Agreement the aforesaid Owner, Smt. Sunanda Arun Tumane & others have further specifically agreed to execute various Agreements to Sell and

Sale Deeds each relating to the Undivided Proportionate share and interest in the said land in favour of each such individual buyer as may be nominated by Nirmal Developers and Builders.

(7) 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 Sub-Registrar, Nagpur vide Receipt No. 920 Dated 02-07-2010 only those available out of the torn and disarrange index and found that No adverse entry is recorded at the Office of Sub-Registrar, Nagpur.

(8) THAT, links in the title history of last 13 years of chain of title have been properly established. All the transactions which have taken place at Nagpur-City have been duly verified from the relevant records of the Registrar, Revenue Department etc. at Nagpur City. I 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.

(9) While searching the records, it was found that some record was mutilated and torn form. Particularly Index for the year of 1998 and 2002 was totally mutilated. Some Indexes were missing Index for the year of 1999 and 2002 was not available at Nagpur City Office some was incomplete and disorganised lot of jurisdictional changes have taken place during different periods in Registrar Offices presently no on line facility is available. It is informed by the officials that in Sub-Registrar Nagpur-1 indexes are not complied since 1998 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. Computerised search is also not available.

(10) 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. In view of abovementioned reasons, unavailable records, non availability of on line & computerised search, concurrent jurisdiction of the Sub-Registrar Office, it is necessary to obtain an affidavit sworn by the applicant in respect to the title, non encumbrances and non execution of any type of the document/mentioning no transaction of any kind has taken place in respect of the property at any of the Sub-Registrar Office Nagpur or any other place till this date etc.

(11) THAT, in view of the searches made by us and subject to aforesaid compliances I am of the opinion that said Nirmal Developers and Builders acting through its Authorised Partner Shri. Girish Gangaprasad Gwalbansi 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.

(12) 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 report.

NAGPUR
DATED: 08-07-2010

(SANDEEP A. SHASTRI)
ADVOCATE