Green 16-2

CHALLAN
MTR Form Number-6

GRN MH000306960201920E	BARCODE	Date 09/04/2019-15:01:30	Form ID

Department Inspector General Of Registration		Payer Details	
Type of Payment Search Fee / Other Items		TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name NGP3_JT NAGPUR NO 3 SUB REGISTRAR		Full Name	OMPRAKASH HARIRAMANI
Location NAGPUR			
Year 2019-2020 One Time		Flat/Block No.	
Account Head Details	Amount In Rs.	Premises/Building	
0030072201 SEARCH FEE	325.00	Road/Street	
		Area/Locality	
		Town/City/District	
		PIN	
		Remarks (If Any)	
Total	325.00	Amount In Words	Three Hundred Twenty Five Rupees Only

Payment Details BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02300042019040975606	190994936761
Cheque/DD No.		Bank Date	RBI Date	09/04/2019-15:02:51	Not Verified with RBI
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : 9373107039

Department ID :

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागु आहे . इतर कारणांसाठी किंवा नोंदणी न करावयाच्या दस्तासाठी लागु नाही .

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OM HARIRAMANI
ADVOCATE

"HARIRAMANI ASSOCIATES"
12A, 3rd Floor, NMC Complex, J.B. Wing,
Mangalwari, Sadar, NAGPUR – 01.
Phones (O): 9328444422, 9325557700,
Mobile No. 9373107039
Email: adv.om_hariramani@rediffmail.com

Ref. No:

Date: 15/04/2019

TITLE VERIFICATION REPORT

Having been engaged by **SHRI DEVRAJ S/O. KUNDANLAL DHAWAN**, Proprietor of **M/S. PANKAJ BUILDERS**, R/o. 5, Dalal Compound, Raj Nagar, Katol Road, Nagpur – 440013, I, the undersigned, have verified and inspected the available record of the office of the Sub-Registrar, Nagpur (Rural), in respect of ALL THAT piece and parcel of land bearing Plot No. 26 admeasuring 1103.4580 Sq. m. out of survey/khasra No. 95/2, bearing City Survey No. 269, Sheet No. 70, of Mouza – Gorewada, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil & District – Nagpur, more particularly described in the schedule written hereunder, vide search case (GRN) No. MH000306960201920E dated 09/04/2019. I have also called and verified various deed and documents produced before me and on the basis of the Title Verification and the records placed before me, I submit this Title verification report as under –

1. **PRESENT OWNERHIP**

Presently the aforesaid property is recorded in the name of

SHRI KEDARESHWAR BUILDERS & DEVELOPERS

[PAN – ABJFS0664A]

Through its partners –

1. **SHRI MADHAV S/O. WAMAN DESHPANDE**
   Aged about 60 years, Occupation – Business,
   R/o. 5/6, Shri Rath Sai Sagar, Hingna Road, Nagpur – 440 036.
2. **SHRI ABHIJEET S/O. BAPURAO DUDHANE**
   Aged about 40 years, Occupation – Business,
   R/o. Plot No. 04, Tatya Tope Nagar, Nagpur – 440 015.

(Hereinafter referred to as the said owner)

2. **HISTORY AND CHAIN OF TRANSFERS**

The History and Chain of transfers of the said land/property as per previous conveyance deed appears to be as follows –

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2.1 The said property was purchased by the present owner from [illegible] Wd/o. Mohammad Ibrahim as per Sale Deed duly registered in the office of the Sub-Registrar, Nagpur – 4, bearing serial/registration No. 4458/2018 dated 27/07/2018.

2.2 It is observed that the said entire land bearing khasra No. 95/2 admeasuring 5.24 hectares (12.95 Hectares) belonged to Shaikh Munawar S/o. Papa Miya from whom it was purchased by Hassina Khatoon Wd/o. Mohammad Ibrahim as per sale deed duly registered in the office of the Sub Registrar, Nagpur, bearing Serial/registration entry No. 5231 in book No. 1 dated 09/11/1966.

2.3 Thereafter, said Hassina Khatoon Wd/o. Mohammad Ibrahim and her legal heirs, namely Mohammad Zahid Mohammad Ibrahim, Mohammad Salim Ibrahim, Mohammad Javed Iqbal Mohammad Ibrahim, Mohammad Fahim Mohammad Ibrahim, Nargis Musarrat W/o. Israr Khan and Anjum Salma W/o. Gyasuddin Alla Bux effected a family partition relating to the said entire land and Hassina Khatoon Wd/o. Mohammad Ibrahim retained land admeasuring 0.54 Hectares as per partition deed dated 30/10/1994.

2.4 Later, Hassina Khatoon Wd/o. Mohammad Ibrahim along with other co-owners put a layout and carved out plots of various sizes and measurements and retained their respective shares/portions as such the share/portion of 0.54 Hectares comprises of plot Nos. 24, 25, 26 and 27, accordingly it came to be mutated/recorded in the name of Hassina Khatoon Wd/o. Mohammad Ibrahim in separate 7/12 etc.

2.5 Previously, Hassina Khatoon Wd/o. Mohammad Ibrahim had entered in an agreement for sale of 5,00,000 Sq. Ft. in favour of The Basra Co. Op. Housing Society, as per agreement of sale duly registered in the office of the Sub-Registrar, Nagpur – 11, at serial No. 7979 dated 30/12/1991 in book No. A1 from pages 195 to 197 of volume No. 517 corresponding to municipal corporation house No. 7940(P) dated 30/12/1991, however, the agreement of sale has been cancelled as per rescission/cancellation of agreement of sale duly registered in the office of the Sub-Registrar, Nagpur – 4, bearing serial/registration No. 2867/2015 dated 12/06/2015.

3. **RELEASE OF PLOT**

It is observed that the erstwhile owner, Hassina Khatoon Wd/o. Mohammad Ibrahim, applied before Nagpur Improvement Trust for regularization, sanction and

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release of her plots and plot No. 26 has been regularized, sanctioned and released upon payment of Development charges/Regularization expenses by Nagpur Improvement Trust under the provision of Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 as per permit/release letter No. 485 dated 31/05/2016. The area of plot No. 26 as sanctioned and released by Nagpur Improvement Trust is 1108.4580 Sq. m.

4. **AGREEMENT FOR SALE WITH PRESENT OWNER**

4.1 It is seen that the present owner, **SHRI KEDARESHWAR BUILDERS & DEVELOPERS,** through its partners, **SHRI MADHAV S/O. WAMAN DESHPANDE** and **SHRI ABHIJEET S/O. BAPURAO DUDHANE,** has entered in an agreement for sale of the said property with **SHRI DEVRAJ S/O. KUNDANLAL DHAWAN,** proprietor of **M/S. PANKAJ BUILDERS**, vide Agreement for sale duly registered in the then Sub – Registrar, Nagpur – 4, bearing serial/registration No. 7462/2018 dated 12/12/2018.

4.2 In terms of said Agreement, the said owner has also executed an Irrevocable General Power Of Attorney in favour **SHRI DEVRAJ S/O. KUNDANLAL DHAWAN,** Proprietor of M/S. **PANKAJ BUILDERS**, authorizing him to deal with the said property including transfer of the said property by way of sale or otherwise in terms of that agreement for sale in favour of prospective buyer/s and to receive the consideration amount from the prospective buyer/s and to execute deeds and documents, vide Irrevocable General Power of Attorney duly registered in the office of the Sub – Registrar, Nagpur – 4, bearing serial/registration No. 7463/2018 dated 12/12/2018.

5. **SANCTION OF BUILDING PLAN**

It appears that for the purpose of construction of a building on the said plot comprising of various self-contained flat/apartments, the present owner got sanction of a building plan which has been sanctioned and approved by the Nagpur Improvement Trust, vide Building Plan/Permit No. BE(West)CASE No. AB-W-89666/Tracking Case No. 201812061/1865/477 dated 07/02/2019.

6. **APPLICATION OF MAHARASHTRA APARTMENT OWNERSHIP ACT.**

In case the building is required to be submitted to the provisions of Maharashtra Apartment Ownership Act, 1970 then a Declaration Deed shall have to be registered in the office of the Sub Registrar, Nagpur – 4, bearing serial/registration No. 2329/2019 dated 05/04/2019. The said multi-storied building is known and styled as **"CREATIVE HOMES GREENVILLA – II"**.

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7. APPLICATION OF MAHARASHTRA REAL ESTATE RE...

It is seen that the proposed project known and styled as "CREATIVE HOMES GREENVILLA – II" shall be subject to the provisions of Maharashtra Real Estate Regulatory Act and necessary formalities shall have to be complied with.

8. RIGHTS AND ENTITLEMENT OF PARTIES

In view of the said Agreement for sale, **SHRI DEVRAJ S/O. KUNDANLAL DHAWAN,** Proprietor of **M/S. PANKAJ BUILDERS** is entitled to use, occupy, the said property as such he is at liberty to float a flat scheme and further to transfer the flats/apartments to any person or persons with rights relating to undivided variable proportionate share and interest in the said piece of land by way of sale or otherwise and receive valuable consideration amount from the prospective buyers.

9. LEGAL OPINION

9.1 I have gone through the true copies documents produced before me. It is also informed to me that various flats/apartments of the said complex are to be sold out to individual buyer/s.

9.2 On the basis of verification of relevant record and the documents produced before me & the statements of party, it is opined that the said present owner is owner of the said property and in view of agreement with power of attorney, **SHRI DEVRAJ S/O. KUNDANLAL DHAWAN,** Proprietor of **M/S. PANKAJ BUILDERS,** has rights to float flat scheme and to sell various apartments to individual desiring buyers subject to necessary permissions etc., of local authorities and other, if required.

9.3 There is no registration of any encumbrance over the above said plot in record of rights as such it appeared to be free from encumbrances, or any registered charge on the basis of documents produced before me.

9.4 The prospective buyer/s of the apartments will get clear, marketable and good title by execution & registration of valid and lawful conveyance deeds subject to such permissions of local authorities as may be required.

9.5 Said **SHRI DEVRAJ S/O. KUNDANLAL DHAWAN** proprietor of **M/S. PANKAJ BUILDERS** is lawfully authorized and empowered to float the scheme and further to sale apartments etc. with rights relating to undivided share in said land to any person or persons and further to receive consideration amount from prospective purchasers. This property, as per documents produced before me, appears to be free from all encumbrances and is having clear marketable title. The prospective purchasers will get good and marketable title subject to all clearances and permissions and compliance of necessary legal formalities as may be required as per law.

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Hence, this report.

SCHEDULE OF PROPERTY REFERRED ABOVE –

ALL THAT piece and parcel of land bearing Plot No. 26 admeasuring 1103.46880 Sq. m. out of survey/khasra No. 95/2, bearing City Survey No. 269, Sheet No. 70, of Mouza – Gorewada, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil & District – Nagpur, bounded as under –

TO THE NORTH	:	ROAD
TO THE SOUTH	:	OTHER LAYOUT
TO THE EAST	:	PLOT NO. 27
TO THE WEST	:	PLOT NO. 25

NAGPUR.
Date: 15/04/2019

OM HARIRAMAN
(ADVOCATE

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