

MH008072803201819E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
05 Nov 2018	Receipt	Receipt no.: 1111440316
	Name of the Applicant :	SANDEEP ANANT SHASTRI
	Details of property of which document has to be searched :	Dist :Nagpur Village :Hajaripahad S.No/CTS No/G.No. : 660
	Period of search :	From :2006 To :2018
	Received Fee :	325
The above mentioned Search fee has been credited to government vide GRN no :MH008072803201819E		
As this is a computer generated receipt, no stamp or signature is required.		
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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

44-1819-0000

Shivkrupa, Level II
265-A, South Ambazari Road,
Bajaj Nagar,
Nagpur - 440 010
Phone: +91 712 2248268, 2226778
Fax : +91 712 2220384
Email : shastriassociates@gmail.com

NAGPUR

DATE : 06-11-2018

TITLE VERIFICATION REPORT

Under instructions and authority from our client **DEVANG DEVELOPERS LLP**, a Partnership Firm, having its Office at Plot No. 32-A, 'Deep Apartments', Pande Layout, Khamla, Nagpur, (Income Tax Permanent Account No. AANFD9750B) acting through its Authorised Partner **SHRI. HEMAL HARIKISHAN NADIYANA**, (Aadhar Unique Identity No. 6251 5726 7858), Resident of 31-A, Pande Layout, Khamla, Nagpur - 440025, Tahsil and District – NAGPUR, we have investigated the title relating to the property comprising ALL THAT Piece and parcel of Retainable land containing by admeasurement 1739.40 Sq. Mtrs., being a portion of the entire land bearing Survey/Khasra/Gut Nos. 53/7, 53/15 and 52/7, 53/2, having an area of 0.15 Hectare, 0.53 Hectare and 1.36 Hectares respectively of Mouza – BORGAON TOGETHERWITH the Multistoreyed Building proposed to be constructed thereon and to be known and styled as "Mangalmurti Residency", including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 500/A, City Survey No. 660/1 and Sheet No. 174/66, situated at Borgaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 68 in Tahsil and District – NAGPUR and our findings are as under :-

(1) THAT, ALL THOSE Pieces and Parcel of Agricultural lands bearing Survey/Khasra/Gut Nos. 52/3, 53/7, 53/15 and 52/7, 53/2, having an area of 2.48 Hectares, 0.15 Hectare, 0.53 Hectare and 1.36 Hectares respectively of Mouza – BORGAON and Survey/Khasra/Gut Nos. 86/1 and 85, having an area of 3293.83 Sq. Mtrs. and 1093.00 Sq. Mtrs. respectively of Mouza – HAJARIPAHAD, all held in Bhogwatdar Class-I Rights, including all types of Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and all other easementary rights appurtenant and belonging thereto, all situated at Borgaon / Hajaripahad, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 68 in Tahsil and District – NAGPUR, Originally belonged to Shri. Bhadu Mahadeo Khadgi, being the recorded Owner thereof.

(2) THAT, it appears from the Revenue records that the above said properties were ancestral properties of Shri. Bhadu Mahadeo Khadgi. The name of said Shri.

Contd. ...

Bhadu Mahadeo Khadgi was recorded and mutated in the Revenue and City Survey records.

(3) THAT, the said lands were covered in the residential zone in the Development Plan of Nagpur and hence the same were vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976, Shri. Bhadu Khadgi alongwith his sons Shri. Mahadeo Khadgi and Shri. Rambhau Khadgi and daughter-in-laws Smt. Anusaya Wd/o of deceased son Ramchandra Khadgi and Smt. Niranjana Wd/o of deceased son Narayan Khadgi filed statements/returns under section 6(1) of the Urban Land (Ceiling and Regulation) Act. 1976 in the Office of Competent Authority, Urban Land Ceiling, Nagpur in ULC. Case Nos. 2134/76, 2244/ 76, 1/89, 2/89, the competent Authority, urban Land ceiling, Nagpur by common order dated 29-05-1991 allowed an area admeasuring 7500.00 Square meters out of Khasra No. 52/3 of Mouza – Borgaon as retainable land declared an area admeasuring 41044.36 Square Meters out of Khasra No. 53/7, 53/15, 52/7, 53/2 and part of Khasra No. 52/3 of Mouza – Borgaon and Khasra No. 86/1 and 85 of Mouza Hajaripahad as surplus vacant land. The lands of Khasra No. 86/1 and 85 of Mouza – Hajaripahad were held jointly by Shri. Bhadu Mahadeo Khadgi and Shri. Madhukar Vithoba Khadgi, each having ½ share therein. However by a subsequent order dated 03/06/1993 the Competent Authority allowed an area admeasuring 4500 Square Meters only to be retained by the then land owners Shri. Mahadeo Bhadu Khadgi and others and declared an area admeasuring 44044.26 Square Meters as surplus vacant land as detailed hereunder :-

Kh. No.	Total area in Sq. Mtrs.	Retainable land	Surplus land in Sq. Mtrs.
52/3	Borgaon 24848.00	1500.00	23340.00
52/7 53/2	Borgaon 13597.00	1500.00	12097.00
53/2	Borgaon 367.43	----	367.43
53/15	Borgaon 5352.00	----	5352.00
86/1	Hajaripahad 3296.83	1500.00	1796.83
85	Hajaripahad 1093.00	---	1093.00

(4) THAT, Shri. Bhadu Mahadeo Khadgi died on 26-07-1992, leaving behind him his sons, daughters, daughter-in-law of the deceased sons and the sons and daughters of deceased sons i.e. the then Owners named hereinabove being his heirs and successors according to Hindu Law of Successor. His wife had predeceased him.

(5) THAT, the aforesaid Shri. Bhadu Mahadeo Khadgi left for heavenly abode on 26-07-1992, (his wife having predeceased him) and consequent upon his death/demise, his aforesaid property devolved upon his four sons namely (i) Shri. Mahadeo Bhadu Khadgi, (ii) Shri. Rambhau Bhadu Khadgi, (iii) Shri. Narayan Bhadu Khadgi and (iv) Shri. Ramchandra Bhadu Khadgi and 3 daughters namely (i) Mrs. Kausalya Ramaji

Padhye, (ii) Mrs. Radha Vithoba Tapre and (iii) Mrs. Anusuya Yuvraj Bobde jointly by way of intestate succession, being the only legal heirs of the deceased.

(6) THAT, the aforesaid Shri. Narayan Bhaduji Khadgi left for heavenly abode and consequent upon his death/demise, his share in the aforesaid property devolved upon his Widow Smt. Niranjana Narayan Khadgi, 3 sons namely (i) Shri. Manoj Narayan Khadgi, (ii) Shri. Anil Narayan Khadgi and (iii) Shri. Narendra Narayan Khadgi and 3 daughters namely (i) Mrs. Durga Ramesh Thengdi, (ii) Mrs. Parwati Tarachand Porkute and (iii) Ku. Maya D/o Late Shri Narayan Khadgi, jointly by way of intestate succession, being the only legal heirs of the deceased.

(7) THAT, the aforesaid Shri. Ramchandra Bhadu Khadgi left for heavenly abode and consequent upon his death/demise, his share in the aforesaid property devolved upon his Widow Smt. Anusuya Ramchandra Khadgi and 4 daughters namely (i) Mrs. Rekha Narayan Marotkar, (ii) Mrs. Pushpa W/o Janardan Bonde, (iii) Mrs. Baby Nanda W/o Raju Ital and (iv) Ku. Baby Panchfula D/o Late Shri Ramchandra Khadgi, jointly by way of intestate succession, being the only legal heirs of the deceased.

(8) THAT, on the basis of the Final order dated 03-06-1993 some of the members of Owners applied for exemption by an application dated 05-06-1993 under section 20(1)(a) of Urban Land (Ceiling and Regulation) Act, 1976 in respect of then declared surplus vacant lands of Khasra Nos. 52/3, 52/7, 53/15, 53/7 and 53/2 of Mouza – Borgaon and 86/1 and 85 (1/2 Shares) of Mouza – Hajaripahad for providing plots in accordance with special dispensation issued by Government Resolution No. 01-1992.

Kh.	Total area in Sq. Mtrs.	Retainable land	Surplus land in
No.			Sq. Mtrs.
01-1992.			

(9) THAT, the Government of Maharashtra in exercise of the powers conferred on it vide its Order No. MHS/1092/6293/C-R-19/ULC-III dated 09-12-1994 was exempted the said excess vacant land admeasuring 44044.26 Square Meters from the provisions of Chapter III of urban Land (Ceiling and Regulation) Act. 1976 and sanctioned the scheme for providing plots on the said land on the basis of Talegaon – Dabhade pattern as mentioned in the said order. By the said Order Government share is shown as 8862.27 Sq. Mtrs., Net area available for scheme is shown as 21046.72 Sq. Mtrs. and total Plots shown as 112 Nos.

(10) THAT, a Corrigendum to the aforesaid Talegaon-Dabhade Scheme Order Dated 09-12-1994 in respect of the aforesaid property is also issued by the Additional Collector and Competent Authority, U.L.C., Nagpur vide its Order No. ATP/ULC/1412/Corrigid passed on 5/11/1999 and thereby corrected the areas of Exempted Surplus land as 38044.26 Sq. Mtrs. instead of 44041.26 Sq. Mtrs. ; Government Share as 3156.25 Sq. Mtrs. instead of 8862.27 Sq. Mtrs., Net area available for Scheme as 17074.00 Sq. Mtrs. instead of 21046.72 Sq. Mtrs. and total Plot of 165 instead of 112 (i.e. 113 Nos. of upto 100 Sq. Mtrs., 45 Nos. upto 250 Sq. Mtrs. and 7 Nos. upto 500 Sq. Mtrs.).

(11) THAT, the aforesaid the then Owners namely (1) Shri. Mahadeo Bhaduji Khadgi, (2) Shri. Rambhau Bhaduji Khadgi, (3-a) Smt. Niranjana Narayanrao Khadgi, (b) Smt. Durga Ramesh Dhongdi, (c) Smt. Parvati Tarachand Porkute, (d) Smt. Maya Dilip Mandalik, (e) Shri. Manoj Narayanrao Khadgi, (f) Shri. Anil Narayanrao Khadgi, (g) Shri. Narendra Narayanrao Khadgi,, (4-a) Smt. Anusuya Ramchandra Khadgi, (b) Smt. Rekha Narayan Marotkar, (c) Smt. Pushpa Janardan Bandhe, (d) Smt. Baby Nanda Vinodrao (Raju) Ital, (e) Smt. Baby Panchfula Manoj Khode, (5) Smt. Kaushalya Ramaji Padhye (Khadgi), (6) Smt. Radhabai Vithoba Taapre (Thakre) and (7) Smt. Anusuya Yuvraj Bobade (Bodade) lateron jointly decided to implement the aforesaid Scheme sanctioned under Talegaon Dabhade Pattern and develop the said land into a Layout by carving out various Plots of different sizes therein as per the guide lines issued by Government of Maharashtra through any well experienced builder of the City.

(12) THAT, the aforesaid entire land is converted for Non Agricultural (Residential) use by the Collector, Nagpur vide his Order Dated 26-03-1996 passed in Revenue Case No. 37/NAP-34/95-96 of Mouza – Borgaon / Hajaripahad.

(13) THAT, the aforesaid Shri. Mahadeo Bhadu Khadgi and others had also entered into an Agreement Dated 29-03-1997 with M/s. Shrichakra Builders and Developers, (therein called the Developer), a Partnership Firm having its office at Gandhi Chowk, Nagpur for development of the property comprising Survey/Khasra/Gut No. 53/7, 53/15, 52/7 and 53/2 having an area of 2.04 Hectares of Mouza – Borgaon upon the several terms and conditions contained therein, which is registered at the Office of the Sub Registrar, Nagpur City No. 11 in Book No. 1 Addl., Volume No. 1884 on Pages 146 to 171 at Sr. No. 6130(P) on 01/08/1997.

(14) THAT, the layout of the aforesaid land is sanctioned and approved by the Nagpur Improvement Trust, Nagpur under an Agreement Dated 19-06-1997 made by and between the Shri. Mahadeo Bhadu Khadgi and others and the Nagpur Improvement Trust, Nagpur.

(15) THAT, the Nagpur Improvement Trust, Nagpur lateron released the Retainable Plot of 1739.40 Sq. Mtrs. of land out of the aforesaid layout in favour of Shri Mahadeo Bhadu Khadgi and others vide its Letter No. E.E. (S.W.)/601 Dated 21-12-2002. Thus as per the said Release Letter the said Retainable land is shown and declared as 1739.40 Sq. Mtrs.

(16) THAT, in terms of the aforesaid Agreement of Development Dated 29-03-1997, the aforesaid M/s. Shrichakra Builders and Developers paid the entire agreed sale consideration to the then aforesaid Land Owners and thus it has requested the then Owners to execute a proper Sale Deed regarding the aforesaid property in its favour.

(17) THAT, considering its request, the then Owners namely (1) Shri. Mahadeo Bhaduji Khadgi, (2) Shri. Rambhau Bhaduji Khadgi, (3-a) Smt. Niranjana Narayanrao

Khadgi, (b) Smt. Durga Ramesh Dhongdi, (c) Smt. Parvati Tarachand Porkute, (d) Smt. Maya Dilip Mandalik, (e) Shri. Manoj Narayanrao Khadgi, (f) Shri. Anil Narayanrao Khadgi, (g) Shri. Narendra Narayanrao Khadgi,, (4-a) Smt. Anusuya Ramchandra Khadgi, (b) Smt. Rekha Narayan Marotkar, (c) Smt. Pushpa Janardan Bandhe, (d) Smt. Baby Nanda Vinodrao (Raju) Ital, (e) Smt. Baby Panchfula Manoj Khode, (5) Smt. Kaushalya Ramaji Padhye (Khadgi), (6) Smt. Radhabai Vithoba Taapre (Thakre) and (7) Smt. Anusuya Yuvraj Bobade (Bodade) lateron through their Power of Attorney SHRI. K. KRISHNAKUMAR S/o N. K. SWAMY transferred/sold the property comprising ALL THAT Piece and parcel of Retainable Plot containing by admeasurement 1739.40 Sq. Mtrs., being a portion of the entire land bearing Survey/Khasra/Gut Nos. 52/7, 53/2, 53/7 and 53/15 of Mouza – BORGAON, including all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 660/1 and Sheet No. 174/66, situated at Borgaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 68 in Tahsil and District – NAGPUR by way of sale to M/s. Shrichakra Builders and Developers, by a Sale Deed Dated 09/05/2018, which is registered at the Office of the Joint Sub Registrar, Nagpur No. 4 in Book No. 1 at Sr. No. 2754 on even date. As a result therefore the said M/s. Shrichakra Builders and Developers has now become an exclusive, absolute and full Owner of the aforesaid property with heritable and transferable rights therein and the said property is also accordingly mutated in its name in all relevant records.

(18) THAT, the said M/s. Shrichakra Builders and Developers lateron decided to develop the said property into a Residential Estate by constructing a Multistoreyed Building thereon consisting of various self contained separate Apartments therein.

(19) THAT, accordingly by an Agreement of Development Dated 09-05-2018 the aforesaid M/s. Shrichakra Builders and Developers has entrusted the entire work of Development of the said property to Devang Developers LLP, a Partnership Firm having its Office at Nagpur upon the several terms and conditions contained therein and the said Agreement is registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 2755 on even date on payment of requisite Stamp Duty and Registration Fees payable thereon.

(20) THAT, by the said Agreement the aforesaid M/s. Shrichakra Builders and Developers has agreed to retain 17 apartments and further agreed to execute various Agreement to Sell and Sale Deeds each relating to the Undivided Proportionate share and interest in the said Piece of land in favour of each individual prospective buyer(s) as may be nominated by Devang Developers LLP relating to remaining 33 Apartments.

(21) THAT, for completion of the said Scheme, the aforesaid M/s. Shrichakra Builders and Developers also executed a General Power of Attorney in respect of the said property on 09-05-2018 and thereby it appointed Devang Developers LLP as its Attorney and thereby empowered and authorised it to develop the said property as per Development Agreement Dated 09-05-2018 and the same is registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 2756 on even date.

(22) THAT, in pursuance of the aforesaid Agreement Dated 09-05-2018 the aforesaid Devang Developers LLP has accordingly prepared a Plan of the Multistoreyed Building proposed to be constructed on the said Plot/Piece of land and to be known and styled as "Mangalmurti Residency" and the same is sanctioned and approved by the Building Engineer (W), Nagpur Improvement Trust, Nagpur vide its Building Permit No. B.E.(WEST)/Case No. AB-W-215/Tracking No. 2018060757/286 Dated 03-11-2018.

(23) THAT, for the purpose of construction of additional Built-up spaces on the said Plot/Piece of land, the aforesaid M/s. Shrichakra Builders and Developers has purchased Transferable Development Rights (TDR) of 7805 Square Meters from M/s. Dhanamber India Limited, a Company duly incorporated under the Companies Act, 1956 having its Registered Office at Mudliyar Complex, Dhantoli, Nagpur, out of the TDR Certificate No. 055 Dated 27-04-2017 by a Transfer Deed dated 05-06-2018 utilized by it for sanctioning of the Building Plan and the same is registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 3288 on even date.

(24) THAT, the aforesaid entire Piece of land containing by admeasurement 1739.40 Sq. Mtrs. Togetherwith the Multistoreyed Building proposed to be constructed thereon and known and styled as "Mangalmurti Residency" is submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration by M/s. Shrichakra Builders and Developers through its Attorney Holder on 06-11-2018 and the same is registered at the Office of the Joint Sub Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 6716 on even date.

(25) THAT, The Real Estate (Regulation and Development) Act 2016 came into force with effect from May 1, 2017. Pursuant thereto Government of Maharashtra established Maharashtra Real Estate Regulatory Authority and further promulgated the Rules and Regulations for implementation of the said Act. The provisions of said Act, Rules and Regulations thereof are applicable to the said Project.

(26) THAT, for the purpose of verification of title, the following documents relating to the property comprising ALL THAT Piece and parcel of Retainable land containing by admeasurement 1739.40 Sq. Mtrs., being a portion of the entire land bearing Survey/Khasra/Gut Nos. 53/7, 53/15 and 52/7, 53/2, having an area of 0.15 Hectare, 0.53 Hectare and 1.36 Hectares respectively of Mouza – BORGAON TOGETHERWITH the Multistoreyed Building proposed to be constructed thereon and to be known and styled as "Mangalmurti Residency", including all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 660/1 and Sheet No. 174/66, situated at Bargaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 68 in Tahsil and District – NAGPUR are provided to us :-

- (i) Agreement to Sell Dated 29-03-1997 between Shri Mahadeo Bhadu Khadgi and others and M/s. Saptashruna Constructions Private Limited.

- (ii) General Power of Attorney Dated 29-03-1997 between Shri Mahadeo Bhadu Khadgi and others and M/s. Saptashruna Constructions Private Limited.
- (iii) Release of Plots of Kh. Nos. 86/1 and 85 of Mouza – Hajaripahad by NIT Dated 21-12-2002.
- (iv) Sketch of Retainable Land.
- (v) Sale Deed Dated 09-05-2018 between Shri. Mahadeo Bhaduji Khadgi and others and M/s. Sarichakra Builders and Developers.
- (vi) Agreement of Development Dated 09-05-2018 between M/s. Shrichakra Builders and Developers and Devang Developers LLP.
- (vii) General Power of Attorney Dated 09-05-2018 between M/s. Shrichakra Builders and Developers and Devang Developers LLP.
- (viii) Transfer Deed Dated 05-06-2018 between M/s. Dhanamber India Limited and M/s. Shrichakra Builders and Developers.
- (ix) Building Permit and sanctioned Map Dated 03-11-2018.
- (x) Deed of Declaration Dated 06-11-2018.
- (xi) Fire and Emergency Service Certificate from Office of the Corporation of the City of Nagpur Dated 12-09-2018.
- (xii) Property Card of City Survey.
- (xiii) N.M.C. Tax Receipt paid upto 2018.

(27) THAT, all these aforesaid documents are produced before us are photocopies. It is necessary to verify Original copies in the custody of aforesaid present land Owner. In the Like manner it is further necessary to obtain an Affidavit from the aforesaid Owner that it has not executed any unregistered Deed or document whereby its ownership rights are affected, diluted or a third party interest is created.

(28) THAT, we have taken online Search in respect of the aforesaid property from the web portal www.igrmaharashtra.gov.in by giving inputs of Kh. Nos. 53/7, 53/15, 52/7 & 53/2 of Mouza - Borgaon for the period of 13 (Thirteen) Years (i.e. from 2006 to 2018) by depositing necessary Search Fees online with the Department of Registration vide GRN No. MH008072803201819E Dated 05/11/2018. The Original Challan Copy of the same is enclosed herewith.

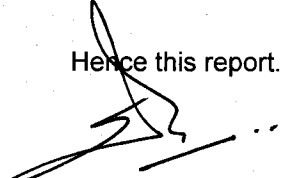
(29) THAT, during our online search we did not came across any adverse entry recorded relating to the aforesaid property. With the result we are of the opinion that the aforesaid present Owner namely M/s. Shrichakra Builders and Developers holds a good, valid and marketable title in respect of the aforesaid property and the aforesaid Developer Devang Developers LLP is fully entitled to develop and deal with the said property with prospective buyers in the capacity of Developer.

(30) THAT, naturally therefore any prospective buyer/purchaser who desires to purchase a Built-up premises (i.e. Apartment) in the said Scheme/Complex proposed to be constructed on ALL THAT Piece and parcel of Retainable land containing by admeasurement 1739.40 Sq. Mtrs., being a portion of the entire land bearing

Survey/Khasra/Gut Nos. 53/7, 53/15 and 52/7, 53/2, having an area of 0.15 Hectare, 0.53 Hectare and 1.36 Hectares respectively of Mouza – BORGAON TOGETHERWITH the Multistoreyed Building proposed to be constructed thereon and to be known and styled as "Mangalmurti Residency", bearing Corporation House No. 500/A, City Survey No. 660/1 and Sheet No. 174/66, situated at Borgaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 68 in Tahsil and District – NAGPUR shall also acquire equally good, valid and marketable title thereto on obtaining a proper and duly registered Sale Deed from the present Owner M/s. Shrichakra Builders and Developers in the capacity of Land Owner and Devang Developers LLP in the capacity of Developer.

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

Hence this report.


SANDEEP SHASTRI
ADVOCATE

