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Resi. : Near Navyug High School Kothi Road, Mahal, Nagpur
नवयुग शाळेजवळ, कोठी रोड, महाल, नागपूर.

Court.: Old Building, Bar Room, District Court, Nagpur.
दगडी बिल्डींग, बार रुम, डिस्ट्रीक्ट कार्ट, नागपूर

Ref. No.

Date: 29-4-19

Title Verification & Search Report

Having been given the task to conduct Title Verification and Search of ALL that piece and parcel of Land property admeasuring about **2639.38 Sq.Mtrs** bearing PLOT NO. 01, out of the entire sanctioned layout on Corporation House No. 437/A, CTS No. 652, Sheet No. 99/31, Kh. No. 22/1-2-3/3, Mauza Borgaon in Tahsil and Dist. Nagpur, I wish to submit as under :

- M/s. Rachana Developers., a Partnership Firm having its office on 4th Floor, LOTUS, WHC Road, Dharampeth, Nagpur 440010 have obtained title over the said property by virtue of **Sale Deed** dated 18.02.2017 registered at Sr. No. 899-2017 at the office of Sub Registrar Nagpur 1 the GRANTOR is the Owner of all that piece and parcel of Land property admeasuring about 2.43 HR or 6 acres or 24190 Sq.Mtrs from out of the entire agricultural land of 4.05 HR or 10 acres bearing Khasara No. 22/1, 2 and 3/3 (old 22/2), held in class one occupancy class 2 Rights out of Mauza Borgaon, PSK 8 A within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust in Tahsil and Dist. Nagpur, having purchased the same from Shri. Panchamurti Shikashan Sanstha, Itwari, Nagpur, the Vendor Trust.
- The above property is out of all those pieces and parcels of Agricultural lands bearing Khasra/Survey/Gut Nos. 22/1, 22/2 and 22/3, having an area of 7.14 Hectares, 5.99 Hectares and 4.04 Hectares respectively, thus total area of 17.17 Hectares, rental Rs. 20/- yearly, held in Occupancy Class-2 Rights of Mauza: Borgaon, P.S.K. 8A, including all other easementary rights appurtenant and belonging thereto, situate at Borgaon, Nagpur City, within the limits of Nagpur Municipal Corporation/Nagpur Improvement Trust, Nagpur City in Tahasil and District: Nagpur, Originally belonged to Shri. Marotrao Krishnarao Dumre and he was the recorded Owner of the said property as per Jamabandi Records for the year 1954-55.
- The aforesaid Shri. Marotrao Krishnarao Dumre Left for heavenly abode on 7-6-1977 and consequent upon his death/demise, his aforesaid entire property devolved upon his Widow Smt. Janabai Dumre, only son Shri. Manohar Dumre and 2 daughters namely (i) Mrs. Anusayabai @ Malti Manohar Bhujade and (ii) Mrs. Sakuntala @ Rekha Gajanan Gajapure jointly by way of intestate succession, being the only legal heirs of the deceased.


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- d) The aforesaid legal heirs of Late Shri. Marotrao Krishnarao Dumre namely (1) Smt. Janabai Marotrao Dumre, (2) Shri. Manohar Marotrao Dumre, (3) Mrs. Anusayabai @ Malti Manohar Bhujade and (4) Mrs. Shakuntala @ Rekha Gajanan Gajapure Lateron by a Deed of Partition dated 31-05-1978, partitioned their immoveable properties left by Late Shri. Marotrao Krishnarao Dumre in between them and in terms of which the aforesaid property comprising Khasra/Survey/Gut No. 22/1, 22/2 and 22/3 having a total area of 17.17 Hectares (i.e. 42.42 Acres), Rental Rs. 29.50 yearly held in occupancy class-2 Rights of Mauza- Boragaon, situated at Boragaon, Nagpur City in Tahasil and Dist: Nagpur was allotted to the exclusive share of Shri. Manohar Marotrao Dumre and his son Shri. Ramkrishna Manohar Dumre jointly absolutely forever with heritable and transferable rights therein and the said partition deed is duly registered at the office of the Joint Sub-Registrar-2, Nagpur in Book No. 1, at Sr. No. 843, on even date.
- e) The aforesaid Shri. Manohar Marotrao Dumre and Shri. Ramkrishna Manohar Dumre lateron in their turn jointly transferred/sold a piece of Agricultural Land having an area of 4.05 Hectares (i.e. 10.00 Acres) Comprising the southern portion of the entire land bearing Khasra/Survey/Gut No. 22/2 having an area of 5.99 Hecters (i.e. 14.80 acres), rental Rs. 10.15 Yearly, held in Occupancy Class-2 Rights of Mauza-Borgaon, Situated at Borgaon, Nagpur City in Tahasil and District- Nagpur by way of sale to Shri. Panchamurti Shikashan Sanstha, Itwari, Nagpur, the Vendor Trust abovenamed by a sale deed dated 8/4/1981, which is duly registered at the office of the joint Sub-Registrar No. 2 Nagpur in Book No. 1 at Sr. No. 611 dated 10/4/1981. As a result thereof the said Shri. Panchamurti Shikshan Sanstha ,Itwari, Nagpur had become an exclusive, absolute and full owner of the aforesaid property with heritable and transferable rights therein and the same is also accordingly mutated in its name in the all relevant records as also on 7/12 Extract (as per Khasara No. 22/1, 2, 3/3)
- f) For the cogent reasons mentioned in the application filed by the VENDOR TRUST before the Joint Charity Commissioner, Nagpur and as the Joint Charity Commissioner, Nagpur granted permission to sale the property in transaction mentioned in the schedule written hereunder on the terms referred in the order the Vendor has now decided to sell ALL THAT Piece and Parcel of Agricultural land having an area of 2.43 Hectares (i.e. 6.00 Acres) (on the northern portion marked as ABCDEFGHI in the plan annexed hereto) out of the total extent of 4.05 Hectares (i.e. 10.00 Acres) of land to the purchaser only and to utilize the sale proceeds thereof in its best interests and for the causes mentioned in the application filed before the Joint Charity Commissioner, Nagpur.
- g) The VENDOR TRUST being desirous of selling the said 2.43 Hectares (6.00 Acres) of property, out of 2.83 Hectare (7.00 Acres) published a Public Tender Notice in the local daily, calling for offers from prospective purchasers.
- h) The offer of the Purchaser being the highest, the VENDOR TRUST accepted the GRANTOR's offer, and after detailed discussion and negotiations has now agreed to sell the same to the GRANTOR for a total consideration of Rs. 8,70,00,000/- (Rs. Eight Corers Seventy Lakhs only) which would be inclusive of the cost of construction of the School building to be constructed by the purchaser for the vendor on the amenities space as per the plans got sanctioned by the vendor at their own cost.
- i) Occupancy class-I has been obtained Vide Sub-Divisional officer (Nagpur City) order under Revenue Case bearing No. 12/LND-18/2015-16 dated 17/6/2016.
- j) The VEDNOR TRUST has also obtained the permission of Honorable Joint Charity Commissioner, Nagpur for this Sale Transaction Vide permission letter dated 14-2-2017 copy of which is annexed to this deed. Both the VEDNOR

File
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Joint Charity Commissioner,
Nagpur

TRUST and the GRANTOR shall be bound by the condition laid by the order of Honorable Joint Charity Commissioner, Nagpur.

- k) NA Order for the entire property, to be used for residential purpose, has been obtained vide **order Prastutkar/Jilladhikari/Kavi No. 300/2017 on 17.03.2017** vide Revenue Case No. 228/NAP/34/2016-17.
- l) Layout on the said property has been sanctioned by Asst. Director, Town Planning, Nagpur Improvement Trust, Nagpur vide **Letter No. ADTP/PL/4178 dated 04.05.2017**, and terms and conditions of the sanction are duly written down in the Development Agreement of even date executed by M/s. Rachana Developers and Nagpur Improvement Trust, Nagpur.
- m) The Plot No. 01, subject of this title search which is carved out of the above sanctioned layout, admeasures **2639.38 Sq.Mtrs** and this Plot has been released by Nagpur Improvement Trust vide letter of Release bearing No. EE(West)/5074 dated 27.07.2017 and thereby M/s. Rachana Developers is free to develop the same into a residential property and carry out construction of residential project in line with sanctions accorded by the concerned competent authorities.
- n) Now the Owners M/s. Rachana Developers., have obtained Building Permit and Commencement Certificate from Nagpur Improvement Trust, Nagpur, bearing **No. B.E (WEST)/Case No. AB-W-B-9/ Tracking No. 2018121837/2048/619 dated 26.04.2019** to develop and construct a multistoried residential apartment scheme which is proposed to be named and christened as RACHANA ASHWINI.
- o) I have examined the Original Title Deeds of the property of M/s. Rachana Developers., and that the documents of title referred to in this report are valid evidence of Right, title and Interest and that the said property has clear, valid and marketable title without any encumbrance whatsoever.
- p) I have examined the Documents in detail, taking into account all the Guidelines for conducting search for verification of title of the property.
- q) I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Government Offices./Sub-Registrar(s) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Waif Board (wherever applicable). I do not find anything adverse which would affect or encumber the sale, transfer or development of the property.
- r) Following scrutiny of Land Records/Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
- s) Rachana Developers as absolute owners of the property have full right and authority to develop the residential apartment scheme as per sanctions and to sell the same to prospective buyers by entering into Agreement to Sell with such buyers and transfer the title of the Apartment Sold after completion of the project and handing over of physical possession to the buyers.
- t) There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **1989 to 2019** pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
- u) Minor/(s) and his/their interest in the property(ies) is to the extent of NIL (Specify the share of the Minor with Name). (Strike out if not applicable).

- v) Mortgage if created, will be available to Financial Institutions for the Liability of the **Intending Purchasers / Borrowers** of Apartments situated in the Scheme known as "**RACHANA ASHWINI**" developed by M/s. Rachana Developers on the said property.
- w) I certify that **Intending Purchasers / Borrowers** of Apartment Units to be constructed on the residential project scheme known as "**RACHANA ASHWINI**" shall have an absolute, clear and Marketable title over the Schedule property/(ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

SCHEDULE OF THE PLOT PROPERTY

ALL that piece and parcel of Land property admeasuring about **2639.38 Sq.Mtrs** bearing PLOT NO. 01, out of the entire sanctioned layout on Corporation House No. 437/A, CTS No. 652, Sheet No. 99/31, Kh. No. 22/1-2-3/3, Mauza Borgaon in Tahsil and Dist. Nagpur, which is bounder as under :

ON THE EAST : Plot No. 2
ON THE WEST : 18 Mtr wide Road
ON THE NORTH : 12 Mtr wide Road and Amenities space
ON THE SOUTH : Land area for futre development

(Boundaries of each independent Apartment shall vary from Apartment to Apartment)

Date : 29.04.2019

Place : NAGPUR



29-4-19

(Adv. Anilchandra M Babhule)

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B.A.,LL.B

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