

ADV. PRADEEP MALLI.

S-1, MAA UMIYA CO-OP. HSG. SOCIETY,
AMBEDKAR SQ.,
CENTRAL AVENUE,
NAGPUR-440008.
(Mobile No. 9373101147)

Date :

TO WHOMSOEVER IT MAY CONCERN

Legal Opinion in respect of property in the name of
KAPIL NANDKISHOR NATHANI
Proprietor of M/s. PRESTIGE BUILDERS, NAGPUR.

As requested by KAPIL NANDKISHOR NATHANI Proprietor of M/s. PRESTIGE BUILDERS, NAGPUR, I have personally examined the documents of the properties referred hereinafter mentioned and after due considerations found the details as under :

01. ALL THAT lease hold land bearing **NIT Plot No. 56, admeasuring about 9928 Sq.Ft. [i.e. 922.333 Sq.mtrs.]**, situated in C.R.Section-III Scheme of NIT, Kh.No.278,279 of Mauza: Nagpur, **Municipal House No. 964 (Index No.24001962), Ward No.24 (Zone No.8), City Survey No.205, Sheet No. 212 of Mauza: Nagpur**, within the limits of Nagpur Improvement Trust & Nagpur Municipal Corporation, Tahasil & District : Nagpur and the said property is bounded as under:-

ON NORTH	:	PLOT No.57.
ON SOUTH	:	ROAD.
ON EAST	:	ROAD.
ON WEST	:	ROAD.

[Note : As per Sale Deed dt. 07.01.2019 old house on above plot but at present the said house is demolished.]

My findings in respect of above mentioned property is as under :

- Originally the said land was allotted to the Smt. AJUHANEE ABDUL RAHAMAN on 30 years perpetual lease renewable after the said period in the year 1962 by the Nagpur Improvement Trust Vide Memorandum of Allotment No. ES/4774 dt.10.05.1962.
- Thereafter Nagpur Improvement Trust, Nagpur was re-allotted the said property to Shri GAJANAN MAROTRAO SAKHARKAR and on 30 years perpetual lease renewable after the said period AND first 30 years lease hold rights commencing from 18.03.1962 and expired on 31.03.1993 and also executed lease indenture for said period in his favour on 19.09.1977, which is registered at Doc. Sr.No. 844(P), registration Order Sr. No. 844, Book No.Add-1, Volume No.182, Page Nos.90 to 92 in the Court of Joint Sub Registrar Nagpur-2 on 22.09.1977.
- Thereafter, Shri GAJANAN MAROTRAO SAKHARKAR sold the said plot to Smt. KAVITABAI SHYAMLAL KHEMANI by registered Sale Deed dt. 16.01.1978, which is duly registered in the Court of Jont Sub Registrar Nagpur-2, at Doc. Sr. No. 41, registration Order Sr. No. 41, in Book No. 1, on Page Nos. 01 to 07 on 16.01.1978.



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- d. Smt. KAVITABAI SHYAMLAL KHEMANI has expired and left for heavenly abode on 21.12.2002 and consequent upon her demise/death the said property devolved upon her Husband Shri Shyam Khemani and her daughter i.e. Ku. Neha @ Roshani Khemani AND accordingly their names was duly mutated in all the records of City Survey, Nagpur Municipal Corporation and Nagpur Improvement Trust, Nagpur.
- e. After expiry of the above lease period the Nagpur Improvement Trust, Nagpur renew for Second term of 30 years lease hold rights commencing from 18.05.1962 and expired on 31.03.1993 and also executed lease indenture for 30 years in favour of **Shri Shyam Khemani and her daughter i.e. Ku. Neha @ Roshani Khemani** on 24.10.2016, which is registered at Doc. Sr.No. 5890/2016, Book No. 1, Page Nos.01 to 42 in the Court of Joint Sub Registrar Nagpur-4 on 07.11.2016.
- f. **Shri Shyam Khemani and her daughter i.e. Ku. Neha @ Roshani Khemani** sold the said property by Registered Sale Deed dt. 07.01.2019 to KAPIL NANDKISHOR NATHANI, which is duly registered in the Court of Joint Sub registrar Nagpur-8, at Doc. Sr.No. 70/2019, in Book No.1, on Page Nos. 01 to 77 on 07.01.2019.
03. That, the name of KAPIL NANDKISHOR NATHANI in respect of Plot No. 56 has been mutated in the record of the City Survey Office, Nagpur, Nagpur Improvement Trust, Nagpur and Nagpur Municipal Corporation, Nagpur.
04. That, at time of acquiring Plot No.56, a loan is obtained from LIC HOUSING FINANCE and as security the property is mortgage with the LIC HOUSING FINANCE.
05. That, as per the information received from owner, there is no litigation pending before the Cour of Law nor any dues pending towards taxes and the Owner has not received any legal notice in respect of the said Plot No.56.
06. That, this opinion is only in respect of present ownership of the property.

On the basis of the above, it appears that KAPIL NANDKISHOR NATHANI Proprietor of M/s. PRESTIGE BUILDERS, NAGPUR is the owner of Plot No.56 mentioned above having valid and marketable title of Plot No.56 except above loan mentioned in Clause 4 hereinabove. This opinion is based only on the basis of Xerox copy of documents and information provided by the said Owner and formed solely for the purpose of the owner and no other person may rely on it nor shall any other meaning be construed thereof for proving its title for any purpose whatsoever.



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DOCUMENTS PROVIDED FOR INSPECTION [XEROX COPY] :

01. LEASE DEED : Plot No.56 - first lease dt. 22.09.1977, Doc. Sr. No.844 and Renewal lease dt. 07.11.2016, Doc. No. 5890/2016.
02. SALE DEED : PLOT NO.56 - Dt. 16.01.1978 Doc.Sr.No.41/1978 and Dt. 07.01.2019 Doc.Sr.No.7082019.

NAGPUR.



P. Malli

Adv. PRADEEP MALLI.

Stamp Duty Paid : Rs.42,00,000/-

Registration Fees Paid : Rs.30,000/-

SALE DEED

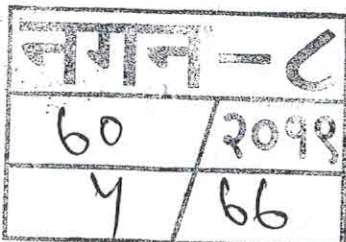
VALUED AT : Rs.5,60,00,000/-
[Rupees Five Crore Sixty Lacs Only]

[Mauza : NAGPUR, Sheet No.212, City Survey No.205,
Zone No. 1.58/212, Page No. 047, @ Rs.31,600/-, M.V. = Rs.4,10,00,000/-]

This DEED OF SALE is made and executed at Nagpur on this 07TH day of
JANUARY 2019 between:

- 1-A) Shri SHYAM S/O KEWALRAM KHEMANI, Aged about 69 years,
Occupation : Business,
R/o. 56, Gopal Biscuit Marg, Near Ganesh Mandir, Garoba Maidan,
Nagpur-440008
PAN : ADYPK 3749F,
AADHAR No. 2006 3352 7864
Ph. No. 98230 44432
- 1-B) Ku. NEHA alias ROSHANI D/O SHYAM KHEMANI, Aged about 30 years,
Occupation : Household,
R/o.: 56, Gopal Biscuit Marg, Near Ganesh Mandir, Garoba Maidan,
Nagpur-440008
PAN : CEGPK 3092G
AADHAR No. 9175 1759 2262

hereinafter jointly called and referred to as the "VENDORS", which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said VENDORS, as well as their respective heirs, legal representatives, executors, administrators, assignees etc Party No. 1 of the First Part.



AND

- 2) Shri KAPIL S/O NANDKISHOR NATHANI, Aged about 32 years,
 Occupation : Business,
 R/o.: Plot no. 282/4, Janta Hol, Chhapru Nagar, CA Road,
 Nagpur - 440 008.
 PAN : AEWPN 6586J
 AADHAAR No. 9876 3494 2735
 Ph. No. 888888 2545

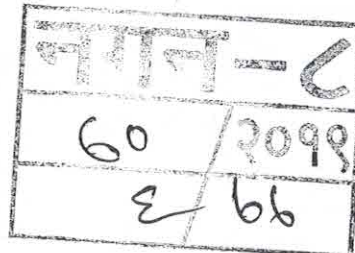
hereinafter referred to and called as the "PURCHASER" which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said PURCHASER, as well as his heirs, legal representatives, executors, administrators, assignees etc Party No. 2 of the Second Part.

Whereas, the VENDORS are the lawful, legal and absolute owners of ALL that property comprising of Plot No. 56 Admeasuring 922.333 Sq. mtr. (9928.00 Sq. ft.) as per NIT renewal Lease Indenture and area as per City Survey record is 947.90 sq. mtr, in C.R.S. Section - III Scheme, N.I.T. Khasara No. 278, 279 in Mouza - Nagpur, Sheet no. 212, City Survey no. 205, Ward No. 24, Division East, together with house standing thereon admeasuring 451.76 sq mtr corresponding to Corporation House No. 964, situated at Garoba Maidan Block 2, Index No. 24001962, Zone 8, Tahsil and District Nagpur. (Hereinafter called and referred to as the "Said Property".)

And Whereas, previously this property was originally allotted to one Smt. AJUHANEE ABDUL RAHAMAN by the Nagpur Improvement Trust vide Memorandum of Allotment No. ES/4774 dated 10.05.1962.

And Whereas, subsequently, this property was re-allotted to one Shri GAJANAN MAROTRAO SAKHARKAR by the Nagpur Improvement Trust vide Indenture dated 19.09.1977 registered at serial no. 844 before the Jt. Sub-registrar II, Nagpur.

And Whereas, the said Shri GAJANAN MAROTRAO SAKHARKAR sold and transferred this property to Smt. KAVITA W/O SHYAM KHEMANI vide sale deed dated 11.01.1978 registered at serial no. 41 before the Sub-registrar, Nagpur 2 on 16.01.1978.



IN WITNESS WHEREOF THIS DEED is signed, sealed and delivered by the within named parties hereto at Nagpur in the presence of the following attesting witnesses signing as such on the day, month and year first above mentioned.

D. Dani
Drafted by : Adv. Dilip Dani, Nagpur.



A.K. Khemani



1-A) Shri SHYAM S/O KEWALRAM KHEMANI



Roshni S. Khemani



1-B) Ku. NEHA alias ROSHANI D/O SHYAM KHEMANI
[VENDORS]



Kapil



02. Shri KAPIL S/O NANDKISHOR NATHANI
[PURCHASER]

WITNESSES:



A. Bamblani



01. ASHOK KISHANCHAND BAMBLANI
CHHAPRUNAGAR CHOWK,
C.A., LAKADGANJ, NAGPUR-440008.



Kapil



02. KAPIL HARISH NARIYANI
302 KRISHNA PLAZA APARTMENT
LAKADGANJ, NAGPUR-440008

