

271/0

इतर पावती

Original/Duplicate

Thursday, 20 February 2020 4:40 PM

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 859 दिनांक: 20/02/2020

गावाचे नाव:

दस्तऐवजाचा अनुक्रमांक: नगन8-0-2020

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अॅड. संगीता मोठपरे

वर्णन शोध अर्ज क्र.222/2020 मीजा-अजनी न.भु.क्र.453 प्लॉट न.295 सन 1991 ते 2020 -30 वर्षे

SEARCHFEE

रु. 750.00

एकूण:

रु. 750.00

NGP8

1); देयकाचा प्रकार: eChallan रक्कम: रु.750/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH012268662201920E दिनांक: 20/02/2020

बँकेचे नाव व पत्ता:

सहस्रमुखमिहिराक, वर
नागपूर शहर, ४

SANGITA G. MOTHGHARE
ADVOCATE

1, GALAXY APARTMENT, MUSEUM ROAD, CIVIL LINE, NAGPUR - 440 001.

=====

DATE : 20.02.2020

TITLE AND SEARCH REPORT

Having been engaged by M/s. DRAVYA BUILDER & DEVELOPERS (PAN - AAIFD 8621 Q), A Partnership Firm having it's Registered Office at 21, Kuber Regency, Near All India Reporter Press, Congress Nagpur, Nagpur, Tahsil and District Nagpur, acting through it's Authorized Partner SHRI. SACHIN TEJRAO DESHMUKH, I have verified the records of ALL THAT piece and parcel of land bearing Plot No. 295, admeasuring 464.51 Sq. Mtrs. (OR 5000 Sq. Fts.), City Survey No. 453, Sheet No. 184 of Mouza Ajani, Corporation House No. 680/057, situated at Barlingey Layout, Laxmi Nagar, Nagpur, within the limits of Nagpur Municipal Corporation's Ward No. 75 and Nagpur Improvement Trust, Tahsil and District Nagpur and the aforesaid property is bounded by East :- Road, by West :- Plot No. 292, by North :- Plot No. 294 and by South :- Plot No. 296, (hereinafter referred to as the "said property").

As on date the owners of above said property are (1) SMT. SANDHYA SANGAMNERKAR Wd/o. LATE SHRI. CHANDRASHEKHAR SANGAMNERKAR, (2-A) SHRI. RAJENDRA SANGAMNERKAR S/o. LATE SHRI. CHANDRASHEKHAR SANGAMNERKAR, (2-B) SHRI. RAGHAV SANGAMNERKAR S/o. SHRI. RAJENDRA SANGAMNERKAR, (2-C) SHRI. SHANTANU SANGAMNERKAR S/o. SHRI. RAJENDRA SANGAMNERKAR, (3-A) SMT. VARSHA KALE W/o. SHRI. GAJANAN KALE, (3-B) SHRI. CHAITANYA KALE S/o. SHRI. GAJANAN KALE, (4) SMT. PRATIBHA INDURKAR W/o. SHRI. VINAY INDURKAR, (5-A) SHRI. DIWAKAR MESHRAM S/o. SHRI. SITARAMJI MESHRAM, (5-B) SMT. NIRMALA MESHRAM W/o. SHRI. DIWAKAR MESHRAM, (6) SHRI. MILIND MARPAKWAR S/o. SHRI. RAMCHANDRA MARPAKWAR, (7) SMT. SUSHMA MARPAKWAR W/o. SHRI. MILIND MARPAKWAR, (8) SMT. SUNITA PAL W/o. RAMDULARE PAL, (9-A) SHRI. ATUL KULKARNI S/o. SHRI. RAMESHCHANDRA KULKARNI, (9-B) SMT. SUPARNA KULKARNI W/o. SHRI. ATUL KULKARNI.

The short history of the said property is that all that piece and parcel of land bearing Plot No. 295, admeasuring 464.51 Sq. Mtrs. (OR 5000 Sq. Fts.), City Survey No. 453, Sheet No. 184 of Mouza Ajani, Corporation House No. 680/057, situated at Barlingey Layout, Laxmi Nagar, Nagpur, within the limits of Nagpur Municipal Corporation's Ward No. 75 and Nagpur Improvement Trust, Tahsil and District Nagpur was belonging to Shri Chandrashekhar Moreshwar Sangamnerkar, who later on developed an area admeasuring 348.10 Sq. Mtrs. (3747 Sq. Fts) out of the aforesaid property through M/s. Ganesh Builders by constructing a residential multistoried building named as **"SHREE KRUPA APARTMENTS"** (hereinafter referred to as the **"said building"**) and sold/transferred the respective residential apartments to the prospective owners with total 74.94 % undivided proportionate share and interest in the aforesaid land and the said Shri. Chandrashekhar Moreshwar Sangamnerkar kept/retained an area admeasuring 116.41 Sq. Mtrs (1253 Sq. Fts.) equivalent to 25.06% undivided proportionate share and interest in the aforesaid land and thus the said Shri. Chandrashekhar Sangamnerkar and existing residential apartment owners became the legal and absolute owners of their respective residential apartments and undivided share and interest in the aforesaid property.

The said Shri. Chandrashekhar Moreshwar Sangamnerkar had retained the aforesaid area of 116.41 Sq. Mtrs. equivalent to 25.06 % undivided share and interest in the said land and also two residential apartments i.e. G-1 and G-2 on the Ground Floor of the said building known and styled as Shree Krupa Apartments. Shri. Chandrashekhar M. Sangamnerkar in his life time had executed a WILL on 8th February, 2012, which is duly registered in the office of Jt. Sub Registrar, Nagpur No. 4 in Book No. 3 at Regd. No. NGP4-692-2012 on even date and thereby had bequeathed the aforesaid Residential Apartment No. G-1 bearing Corporation House No. 680/A and said area admeasuring 116.41 Sq. Mtrs. bearing Corporation House No. 680 to his son namely Shri. Rajendra Chandrashekhar Sangamnerkar, the Owner No. 2-A herein and grandsons namely Shri. Raghav Rajendra Sangamnerkar, the Owner No. 2-B and Shri. Shantanu Rajendra Sangamnerkar, the Owner No. 2-C. The Residential Apartment No. G-2, bearing Corporation House No. 680/B bequeathed to his daughter namely Smt. Varsha Gajannan Kale, the Owner No. 3-A and grandson namely Shri. Chaitanya Gajanan Kale, the Owner No. 3-B. However, Shri. Chandrashekhar M. Sangamnerkar put a condition that in case

of dispose off the aforesaid property, a written consent of his wife namely Smt. Sandhya Chandrashekhar Sangamnerkar, the Owner No. 1 herein will be compulsory.

The said Shri. Chandrashekhar Moreshwar Sangamnerkar left for his heavenly abode on 23rd January, 2018 and subsequently after his death the aforesaid legal heirs i.e. (1) Shri. Rajendra Chandrashekhar Sangamnerkar (Son) (i) Shri. Raghav Rajendra Sangamnerkar (grandson), (ii) Shri. Shantanu Rajendra Sangamnerkar (grandson), (2) Smt. Varsha Gajannan Kale (Daughter), (i) Shri. Chaitanya Gajanan Kale (grandson), herein became the legal and absolute owners of the aforesaid properties bequeathed to them by Late Shri. Chandrshekhar M. Sangamnerkar. A copy of the said Will deed dated 8th February, 2012 was placed on my hand for perusal and verification and I found the same valid and marketable.

The details of the residential apartments and undivided shares are as follows :-

a. An area admeasuring 116.41 Sq. Mtrs (1253 Sq. Fts.) (Corporation House No. 680) equivalent to 25.06% undivided proportionate share and interest in the aforesaid land admeasuring and Residential Apartment No. G-1 on the Ground Floor having built up area of 423.7 Sq. Fts. together with 8.4846% undivided proportionate share and interest in the said land, having Corporation House No. 680/A, acquired by **Owner No. 2-A, B and C** by virtue of Will Deed dated 8th February, 2012, which is duly registered in the office of Jt. Sub Registrar, Nagpur No. 4 in Book No. 3 at Regd. No. NGP4-692-2012 on even date and the Owner No. 2-A, B and C also executed a Deed of Apartment in respect of aforesaid Apartment No. G -1 on 7th December, 2018 which is duly registered in the office of Jt. Sub Registrar, Nagpur No. 5 in Book No. 1 at Regd. No. NGP5-7335-2018 on even date. The copy of the said Will deed dated 8th February, 2012 and Deed of Apartment dated 7th December, 2018 were perused and verified by me and I found the same valid and marketable.

b. Residential Apartment No. G-2 on the Ground Floor having built up area of 423.7 Sq. Fts. together with 8.4846% undivided proportionate share and interest in the said land, having Corporation House No. 680/B, acquired by **Owner No. 3-A and B** by virtue of Will Deed dated 8th February, 2012, which is duly

registered in the office of Jt. Sub Registrar, Nagpur No. 4 in Book No. 3 at Regd. No. NGP4-692-2012 on even date and the Owner No. 3-A and B also executed a Deed of Apartment in respect of aforesaid Apartment No. G -2 on 7th December, 2018 which is duly registered in the office of Jt. Sub Registrar, Nagpur No. 5 in Book No. 1 at Regd. No. NGP5-7336-2018 on even date. The copy of the said Deed of Apartment dated 7th December, 2018 was perused and verified by me and I found the same valid and marketable.

c. Residential Apartment No. F-1 on the First Floor having built up area of 542.1 Sq. Fts. together with 10.845% undivided proportionate share and interest in the said land, having Corporation House No. 680/C, was purchased by the **Owner No. 4** by virtue of Sale Deed dated 14th July, 1993, which is duly registered in the office of Sub Registrar, Nagpur No. 8, in Addl. Book No. 1, Volume No. 164 at Pages 230 to 238 at Regd. No. 2239 (P) on even date.

d. Residential Apartment No. F-2 on the First Floor having built up area of 424.1 Sq. Fts. together with 8.4846% undivided proportionate share and interest in the said land, having Corporation House No. 680/D, was purchased by the Smt. Rajshekhar Chitra by virtue of Sale deed dated 23rd March, 1993, having Registration No. 986 (P) and lateron sold/transferred the same to Shri. Vijay Vishwanath Bagde by virtue of Sale Deed dated 25th April,, 2005, which is duly registered in the office of Jt. Sub Registrar, Nagpur No. 3 in Book No. 1 at Regd. No. 1334 on even date and lateron Shri. Vijay V. Bagde sold the same to the **Owner No. 5-A and 5-B** by virtue of Sale Deed dated 9th April, 2015, which is duly registered in the office of Jt. Sub Registrar, Nagpur No.8, in Book No. 1, at Regd. No. NGP8-1458-2015 on even date.

e. Residential Apartment No. S-1 on the Second Floor having built up area of 38.95 Sq. Mts. together with 8.484% undivided proportionate share and interest in the said land, having Corporation House No. 680/F, was purchased by Shri. Govind Mukund Siraskar by virtue of Sale Deed dated 23rd March, 1993, which is duly registered in the office of Jt. Sub Registrar, Nagpur No. 8 in Addl. Book No. 1, Page No. 259 to 269 of Volume No. 135 at Regd. No. 984 (P) on even date. The said Shri. Govind Mukund Siraskar in his turn sold the same to the **Owner No. 6** by virtue of Sale Deed dated 24th September,. 1998, which is duly registered in

the office of Jt. Sub Registrar, Nagpur No. 3, in Addl. Book No. 1, Volume No. 569 at Pages 68 to 74 at Regd. No. 3065 (P) on 25th September, 1998.

f. Residential Apartment No. S-2 on the Second Floor having built up area of 50.378 Sq. Mts. together with 10.845% undivided proportionate share and interest in the said land, having Corporation House No. 680/C, was purchased by the **Owner No. 7** by virtue of Sale Deed dated 23rd March, 1993, which is duly registered in the office of Sub Registrar, Nagpur No. 8, in Addl. Book No. 1, Volume No. 135 at Pages 270 to 280 at Regd. No. 985 (P) on even date.

g. Residential Apartment No. T-1 on the Third Floor having built up area of 424.1 Sq. Fts. together with 8.4846 % undivided proportionate share and interest in the said land, having Corporation House No. 680/H, was purchased by the **Owner No. 8** by virtue of Sale Deed dated 29th July, 1993, which is duly registered in the office of Sub Registrar, Nagpur No. 8, in Addl. Book No. 1, Volume No. 170 at Pages 30 to 34 at Regd. No. 2427 (P) on even date.

h. Residential Apartment No. T-2 on the Third Floor having built up area of 542.1 Sq. Fts. together with 10.8459 % undivided proportionate share and interest in the said land, having Corporation House No. 680/G was purchased by Shri. Anil Devidas Deshmukh by virtue of Sale Deed dated 7th May, 1996, which is duly registered in the office of Sub Registrar, Nagpur No. 11 in Book No. 1 at Regd. No. 1441 and lateron Shri. Anil Devidas Deshmukh in his turn sold the same to the **Owner No. 9-A and 9-B** by virtue of Sale Deed dated 20th January, 2016, which is duly registered in the office of Jt. Sub Registrar, Nagpur No. 1, in Book No. 1 at Regd. No. NGP1-431-2016 on 21st January, 2016.

(I have perused the copies of aforesaid Sale Deeds and Property Card (Akhiv Patrika) and I found them valid and marketable. All the Residential Apartments written in Column No. a to h above shall collectively hereinafter referred to as the "**said apartments**").

And thus the aforesaid owners became the legal and absolute owners of their respective residential apartments and undivided proportionate share and interest in the said land i.e. said plot jointly.

It can be seen from the documents placed on my hands that the aforesaid building was constructed in the year 1990-91 as per the sanctioned map sanctioned by Building Engineer, Nagpur Improvement Trust vide it's Building Permit No. CS/11/5157, Dated 28.06.1989.

At the time of verification and perusal of documents and discussion with Authorised Partner of **M/s. DRAVYA BUILDER & DEVELOPERS**, I found that the said building had become old and requires heavy repairs and maintenance at the same time the said land is being capable of being re-developed into a new Residential Complex by constructing a new multistoried building thereon consisting of various self contained residential units/apartments and therefore the owners of the aforesaid property instead of repairing the said building, decided to re-develop the said land and therefore the present owners herein entered into an **Agreement for Development** in respect of the said property i.e. ALL THAT piece and parcel of land bearing Plot No. 295, admeasuring 464.51 Sq. Mtrs. (OR 5000 Sq. Fts.), City Survey No. 453, Sheet No. 184 of Mouza Ajani, Corporation House No. 680/057, situated at Barlingey Layout, Laxmi Nagar, Nagpur, within the limits of Nagpur Municipal Corporation's Ward No. 75 and Nagpur Improvement Trust, Tahsil and District Nagpur with **M/s. DRAVYA BUILDER & DEVELOPERS**, A Partnership Firm having it's Registered Office at 21, Kuber Regency, Near All India Reporter Press, Congress Nagpur, Nagpur, Tahsil and District Nagpur acting through it's Authorised Partner **SHRI. SACHIN TEJRAO DESHMUKH**, on 16th April, 2018, which is duly registered in the office of Jt. Sub Registrar, Nagpur No. 8 in Book No. 1 at Regd. No. NGP8-1152-2018 on even date and thereby the aforesaid owners have transferred all development rights to said **M/s. Dravya Builder & Developers** and in consideration thereof M/s. Dravya Builder & Developers agrees to allot/transfer/convey 7 residential apartments to the Owners. The Owner No. 1 i.e. Smt. Sandhya Chandrashekhar Sangamnerkar has also stood as a party to the said Agreement for Development and executed the same and thereby gave her irrevocable voluntary consent for the said transaction. A copy of said Agreement for Development was placed on my hands and I verified the same from the record of Jt. Sub Registrar, Nagpur No. 8 and found the same valid and marketable.

It is also found that at the time of execution and registration of aforesaid Agreement for Development dated 16th April, 2018 the owners of the said property also executed a General Power of Attorney and thereby appointed Shri. Sachin Tejrao Deshmukh, Authorized Partner of M/s. Dravya Builder & Developers as their Power of Attorney Holder for performing various acts, deed and things related to development of said property and has sole and exclusive right to sell the Apartments of the said building (except the apartments, which is agreed to be allotted to the Owners herein) to be constructed by M/s. Dravya Builder & Developers on the said property and to enter into Agreements with the prospective buyers of the said Apartments and to receive the sale consideration in respect thereof, which is duly registered in the office of Jt. Sub Registrar, Nagpur No. 8 in Book No. 1 at Regd. No. NGP8-1153-2018 on 16th April, 2018. I have verified the said General Power of Attorney from the records maintained by Jt. Sub Registrar, Nagpur No. 8 and found the same valid and marketable.

It can be seen from the documents placed on my hands that the said **M/s. Dravya Builder & Developers** purchased Transfer of Development Rights (T.D.R.) of 920 Sq. Mtrs. out of **T.D.R. Certificate No. 060** dated **16th November, 2017** from Krishnaji Shyamraoji Bobde and Others by virtue of Transfer Deed dated 16th May, 2018, which is duly registered in the office of Jt. Sub Registrar, Nagpur No. 4 in Book No. 1 at Regd. No. NGP4-2894-2018 on even date and out of the aforesaid T.D.R. of 920 Sq. Mtrs. consumed an area of 183 Sq. Mtrs. for proposed construction on the said land with existing permissible F.S.I.

It can also be seen that Shri. Sachin Tejrao Deshmukh in the capacity of Power of Attorney holder of the aforesaid Owners, submitted a building plan of the proposed building and obtained the sanction to the Building Plan from Assistant Director, Town Planning, Nagpur Municipal Corporation, Nagpur vide its Building Permit No. 387/BP/Ajni/TP/NMC/186, dated 10th October, 2019. The said M/s. Dravya Builder & Developers got sanction to the building plan by consuming present F.S.I. available on the aforesaid portion of land and aforesaid TDR for constructing multistoried building on the aforesaid land.

At the time of inspection it is found that the aforenamed owners through their  Power of Attorney Holder Shri. Sachin Tejrao Deshmukh has submitted the said proposed building named and styled as **"DRAVYA SHREE KRUPA"** to the

provisions of the Maharashtra Apartment Ownership Act, 1970 by executing and registering a Deed of Declaration in the Office of Jt. Sub Registrar Nagpur No. 4 at Regd. No. NGP4-7496-2019 on 04.11.2019 and later on further executed a Deed of Correction on 13.11.2019 in the Office of Jt. Sub Registrar, Nagpur No. 8 at Regd. No. NGP8-3376-2019. A copy of the said Deed of Declaration was placed on my hands and I verified the same from the record of Jt. Sub Registrar, Nagpur No. 4 and 8 and found the same valid and marketable.

Whereas for examining the title of the owners of the above said property the following documents were placed before me:-

1. Copy of Property Card (Aakhiv Patrika).
2. Copy of Will Deed dated 8th February, 2012 executed by Late Shri. Chandrashekhar Moreshwar Sangamnerkar
3. Copy of Corporation Tax Receipts.
4. Copy of Apartment deeds and sale deeds of respective owners.
5. Original Copy of Agreement for Development dated 16th April, 2018.
6. Original Copy of General Power of Attorney dated 16th April, 2018.
7. Copy of Sanctioned Plan and Building Permit dated 10th October, 2019.
8. Copy of Deed of Declaration dated 4th November, 2019.
9. Copy of Deed of Correction dated 13th November, 2019.

To my enquiries from the said Shri. Sachin Tejrao Deshmukh, Authorized Partner of M/s. Dravya Builder & Developers about any loan, charge, hypothecation, mortgage etc. in short as to whether the said property is encumbered in any manner whatsoever it is reported by him that there are no encumbrances of whatsoever.

I have gone through the Index register maintained by Jt. Sub Registrar, Nagpur. The records available were inspected by for last 30 years by paying requisite Search Fees vide Echallan No. MH012268662201920E, dated 18th February, 2020. However, all the records were not available for inspection in the Sub Registrar Office and therefore I obtained an undertaking cum declaration from Shri. Sachin Tejrao Deshmukh regarding title of the said property and there he

stated and declared that the said property is free from all encumbrances, charges, gifts, sale, etc. and admits the same.

During my inspection I found that the aforesaid owners are the legal and absolute owners of the said property. The above said property is free from encumbrances of all kinds whatsoever and it is therefore not in dispute, sale, mortgage, gift anywhere.



Sangita Mothghare
ADVOCATE

SANGITA G. MOTHGHARE
ADVOCATE
1, Galaxy Aptl., Museum Road,
Civil Lines, Nagpur-440001.