



CHALLAN
MTR Form Number-6



GRN	MH000544689202122E	BARCODE			Date	16/04/2021-18:14:27	Form ID		
Department Inspector General Of Registration				Payer Details					
Search Fee				TAX ID / TAN (If Any)					
Type of Payment Other Items				PAN No.(If Applicable)					
Office Name NGP1_HQR SUB REGISTRAR NAGPUR 1				Full Name		SANDEEP SHASTRI			
Location NAGPUR				Flat/Block No.		CTS NO. 2270			
Year 2021-2022 One Time				Premises/Building					
Account Head Details			Amount in Rs.		Road/Street		MOUZA AMBAZARI		
0030072201 SEARCH FEE			250.00		Area/Locality		NAGPUR		
					Town/City/District				
					PIN		4 4 0 0 1 0		
					Remarks (If Any)				
					SEARCH FEE FOR 10 YEARS i.e. 1992 to 2001 OF MOUZA AMBAZARI				
					CITY SURVEY NO. 2270				
					Amount in Words				
					Two Hundred Fifty Rupees Only				
Total			250.00						
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK					
Cheque-DD Details				Bank CIN		Ref. No.		69103332021041615080 2675531048	
Cheque/DD No.				Bank Date		RBI Date		16/04/2021-18:16:03 Not Verified with RBI	
Name of Bank				Bank-Branch		IDBI BANK			
Name of Branch				Scroll No. , Date		Not Verified with Scroll			

Department ID

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

Mobile No. : 9850361454

संदर्भ चालन "टाइम ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करता येण्याच्या दस्त्यासाठी लागू नाही.





CHALLAN
MTR Form Number-6



Raywade

GRN	MH000530494202122E	BARCODE							Date	18/04/2021-14:08:56	Form ID	
Department: Inspector General Of Registration							Payer Details					
Search Fee							TAX ID / TAN (If Any)					
Type of Payment: Other Items							PAN No.(If Applicable)					
Office Name: PND1_JT DISTT REGISTRAR PUNE URBAN							Full Name		SANDEEP ANANT SHASTRI			
Location: PUNE												
Year: 2021-2022 One Time							Flat/Block No.					
Account Head Details				Amount In Rs.			Premises/BUILDING					
0030072201 SEARCH FEE				500.00			Road/Street					
							Area/Locality					
							Town/City/District					
							PIN					
							Remarks (If Any)					
Total				500.00			Words		Five Hundred Rupees Only			
Payment Details IDBI BANK							FOR USE IN RECEIVING BANK					
Cheque/DD Details							Bank CIN		Ref. No.		69103332021041813012 2675464898	
Cheque/DD No.							Bank Date		RBI Date		18/04/2021-14:10:00 Not Verified with RBI	
Name of Bank							Branch		IDBI BANK			
Name of Branch							Scroll No., Date		Not Verified with Scroll			

Department ID : 324144763

Mobile No. : 9850361454

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

सदर धन्य 'टाइम ऑफ पेमेंट' मध्ये मनुष्य कारणांसाठीच लागू आहे. हस्तर कारणांसाठी किंवा नोदणी न करतायद्याच्या दस्तांसाठी लागू नाही.



MH000530494202122E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
16 Apr 2021	Receipt	Receipt no.: 1112016309
	Name of the Applicant :	SANDEEP ANANT SHASTRI
	Details of property of which document has to be searched :	Dist : Nagpur Village : Ambajhari S.No/CTS No/G.No. : 2270
	Period of search :	From :2002 To :2021
	Received Fee :	500
The above mentioned Search fee has been credited to government vide GRN no. :MH000530494202122E		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on ' gras.mahakosh.gov.in/challan/views/frnSearchChallanWithOutReg.php '		



SANDEEP SHASTRI AND ASSOCIATES

ADVOCATES & LEGAL CONSULTANTS FOR TRANSFER OF PROPERTIES

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

FORMAT - A

(Circular No: - 28 / 2021)

To
MAHARERA
Mumbai

LEGAL TITLE REPORT

Sub : Title clearance certificate with respect to ALL THOSE Pieces and Parcel of land bearing Plot Nos. 27 (TWENTY SEVEN) and 28 (TWENTY EIGHT), containing by admeasurement 10700.00 Sq. Ft. and 5341.00 Sq. Ft. respectively, thus total admeasurement 16,041 Sq. Ft. (OR 1490.25 Sq. Mtrs.), being a portion of the entire land bearing Kh. Nos. 110/37 and 110/38 respectively of Mouza - AMBAZARI, Mouza No. 115, Thak No. 187, P.S.K. 9 (Old No. 7), TOGETHERWITH the existing various Double Storeyed Residential Buildings standing thereon, each consisting of various self contained separate Apartments therein, bearing City Survey No. 2270 and Sheet No. 85, situate at Dongre Layout, Shraddhanandpeth, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 74, Circle No. 20, Division No. 8 in Tahsil and District - NAGPUR.

1. I have investigated the title of the said plot on the request of (MAHENDRA INFRA HEIGHTS PRIVATE LIMITED, (formerly known as Taywade Industries Pvt. Ltd.), A Company duly Incorporated under the Companies Act, 1956 bearing Incorporation No. U74900MH2012PTC226547 Dated 31-01-2012 (Income Tax PAN AAECT1628A) having it's Office at 4, "MALHAR", Lake View, Ambazari Drive, Besides Subhash Nagar Metro Station, Nagpur-440036 and acting through its Managing Director SHRI, MAHENDRA S/o LATE SHRI. SHYAMRAO TAYWADE, Aged 53 Years, Occupation - Business, Resident of 4, "MALHAR", Lake View, Ambazari Drive, Besides Subhash Nagar Metro Station, Nagpur-440036, Tahsil and District - NAGPUR and following documents i.e.:-



- 1) Description of the property.
- 2) The Document of Ownership of Khasra/Survey Nos. 110/2, 110.37 & 110/38
- 3) The Document of Ownership of Plot Nos. 26, 27 & 28
- 4) The Document of Ownership of Plot Nos. 26
- 5) The Document of Ownership of Plot Nos. 27 & 28
- 6) The Documents of Ownership of various Flats allotted of Jeevan Vihar Society
- 7) property card issued by City Survey
- 8) Search report for 30 year from 1992 Till 2021.

2/- On perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that the title of Owner Society and Developer in clear, marketable and without any encumbrances.

3/- The report reflecting the flow of the title of the said **THE JEEVAN VIHAR CO-OPERATIVE HOUSING (APARTMENT) SOCIETY LIMITED, NAGPUR** to its Shareholder Members on the said land is enclosed herewith as annexure.

Encl : Annexure.

Date: 11/06/2021




(SANDEEP SHASTRI)
Advocate

ANNEXURE
FLOW OF THE TITLE OF THE SAID LAND.

- 1) Property Card issued by City Survey Office
- 2) Mutation (Ferfar) Entries :-
The name of THE JEEVAN VIHAR CO-OPERATIVE HOUSING (APARTMENT) SOCIETY LIMITED, NAGPUR is recorded in City Survey property Card vide Mutation Entry No. 1249 dated 24-01-2003
- 3) Search report for 30 years from 1992 to 2021 Taken from Sub-Registrar office at Nagpur.

TITLE HISTORY :

THAT, ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 110/2, 110/37 & 110/38, P.S.K. 9 (Old No. 7) of Mouza - AMBAZARI, having Malik Makbuja rights, bearing City Survey No. 2270 and Sheet No. 85 of Mouza - Ambazari, situate at Dongre Layout, Shraddhanandpeth, Nagpur, in Tahsil and District - NAGPUR, Originally belonged to Shri Govindrao Ramchandrarao Dongre, being his separate property;

THAT, the said Shri Govindrao Ramchandrarao Dongre diverted the aforesaid entire land comprising Kh. No. 110/2, 110/37 & 110/38 into a Non-Agricultural (Residential) Use under the provisions of then applicable Central Provinces Land Revenue Act, 1917;

THAT, the said Shri Govindrao Ramchandrarao Dongre lateron prepared a Layout of the aforesaid lands by carving out various Plots of different sizes therein and the said layout is also duly sanctioned and approved by the Nagpur Improvement Trust, Nagpur vide its Order Dated 14-01-1955;

THAT, the aforesaid Shri Govindrao Ramchandrarao Dongre lateron in his turn transferred/sold Plot No. 26 (TWENTY SIX) out of out of Khasra No. 110/2 admeasuring 11235.00 Sq.Feet (OR 1043.73 Sq. Mtrs.) as well as Plot No. 27 (TWENTY SEVEN) out of Khasra No. 110/37 admeasuring 10700.00 Sq. Ft. (OR 994.03 Sq. Mtrs.) AND Plot No. 28 (TWENTY EIGHT) out of Khasra No. 110/38 admeasuring 5341.50 Sq. Ft. (OR 496.23 Sq. Mtrs.), to Shri Purnachandrarao Buty by a Sale Deed Dated 24-04-1942, which is duly registered at the Office of the Sub-Registrar, Nagpur at Serial No. 111 on even date;

THAT, the said Shri Purnachandrarao Buty left for heavenly abode on 30-03-1954, leaving behind him his Widow Smt. Indirabai Buty and three sons namely (i) Shri Vishwanath Buty, (ii) Shri Ramchandra Buty and (iii) Shri Mukund Buty, as the only legal heirs of the deceased, who inherited the aforesaid property comprising Plot Nos. 26 (Twenty Six), 27 (Twenty Seven) & 28 (Twenty Eight), all situate at Dongre Layout,



Shraddhanandpeth, Nagpur, in Tahsil and District – NAGPUR by way of intestate succession. The aforesaid entitlement of the legal heirs was in their capacity as Karta of their respective Hindu Undivided Families;

THAT, the said legal heirs lateron effected a oral partition of their various properties, as a result of which the aforesaid Plot Nos. 26 (Twenty Six), 27 (Twenty Seven) and 28 (Twenty Eight) were allotted to the exclusive share of Shri Mukund S/o Purnachandrarao Buty in his capacity as Karta of Hindu Undivided Family absolutely forever with heritable and transferable rights therein;

THAT, the Employees of Life Insurance Corporation of India, who were desirous to form a Co-operative Housing Society to provide housing accommodation to Members constituted the aforesaid Jeevan Vihar Co-operative Housing (Apartment) Society, Limited, Nagpur and got the same duly registered under the law;

THAT, the aforesaid Shri Mukund S/o Purnachandrarao Buty being Karta of his H.U.F. lateron transferred/sold Plot No. 26 (Twenty Six) by way of Sale to the Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur, the Society named hereinabove by a Sale Deed Dated 15-02-1973, which is duly registered in the office of Sub-registrar Nagpur-1 in Book No. 1, at Sr. No. 653 on 22-02-1973 and the said Sale Deed is duly signed by Shri Vishwanath Purnachandrarao Buty, Karata of his H.U.F., Shri Ramchandra Purnachandrarao Buty, Karata of his H.U.F. and Smt. Indirabai Wd/o Late Shri Purnachandrarao Buty, in the capacity of consenting parties;

THAT, in the like manner the aforesaid Shri Mukund S/o Purnachandrarao Buty being Karta of H.U.F. in his turn transferred/sold Plot Nos. 27 (Twenty Seven) and 28 (Twenty Eight) by way of sale to Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur, the Owner Society abovenamed by a Sale Deed Dated 25-06-1973, which is also duly registered in the office of Sub-registrar Nagpur-1 in Book No. 1, at Sr. No. 2833 on 27-06-1973. The said Sale Deed is also duly signed by Shri Vishwanath Purnachandrarao Buty, Karata of his H.U.F., Shri Ramchandra Purnachandrarao Buty, Karata of his H.U.F. and Smt. Indirabai Wd/o Late Shri Purnachandrarao Buty, in the capacity of consenting party. As a result therefore the said Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur has 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 sole name in all relevant records;

THAT, the aforesaid Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur lateron decided to develop the said Plots into a RESIDENTIAL ESTATE by constructing Double storeyed Buildings thereon consisting of various self contained separate Apartments/Flats therein;



THAT, accordingly the said Jeevan Vihar Co-operative Housing (Apartment) Society, Limited Nagpur has prepared a Plan of a Double storeyed Buildings then proposed to be constructed on the said Plot Nos. 27 (Twenty Seven) and 28 (Twenty Eight) consisting of 16 (SIXTEEN) self contained separate Apartments therein and the same is also duly sanctioned and approved by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide its Building Permit No. CS/4455/10096 Dated 29-11-1974;

THAT, for construction of the aforesaid Buildings on the said Plot Nos. 27 (Twenty Seven) and 28 (Twenty Eight) for its Members, the Society had availed a Loan from Life Insurance Corporation of India and mortgaged the said property to it by a Deed of Mortgage Dated 18-12-1974, which is duly Registered in the Office of the Joint Sub-Registrar, Nagpur, in Book No. 1, at Sr. No. 5080 on even date. During the course of time the Members through said Society repaid the entire amount of Loan togetherwith the interest accrued thereon and got the aforesaid property freed and discharged from the said Mortgage. A Deed of Reconveyance to that effect was executed by the Life Insurance Corporation of India in favour of the Society on 11-06-2002, which is duly Registered at the Office of the Sub-Registrar, Nagpur-1, in Additional Book No.1, at Serial No. 1798 on 12-06-2002;

THAT, the Society after completion of the construction delivered possession of allotted Apartments to its Members. Subsequently the Society executed various Sale Deeds in favour of its Members in the following manner:

Sr. No.	Flat No.	Floor	Name of Member
01	G-1	Ground	Shri. Madhukar Vitthalrao Phaye
02	G-2	Ground	Shri. Subhash Nilkanth Abhyankar
03	G-3	Ground	Shri. Prabhakar Narayanrao Pusadkar
04	G-4	Ground	Shri. Ramratan Gangaram Nimje
05	G-5	Ground	Shri. Raghunath Wasudeo Dhanagare
06	G-6	Ground	Shri. Kumar Nilkanth Deshpande
07	G-7	Ground	Shri. Dattatraya Shankarrao Pandit
08	G-8	Ground	Smt. Pushpa Hemant Desai
09	F-1	First	Shri. Govind Hemandas Bhambhani
10	F-2	First	Shri. Hardas Sugnomal Keswani
11	F-3	First	Mrs. Kunda Dinkar Joshi
12	F-4	First	Ku. Amruth Ramaswami Naidu
13	F-5	First	Shri. Madhusudan Pandharinath Bakre
14	F-6	First	Shri. Shesh Gopalan



15	F-7	First	Shri K. Srinivasan
16	F-8	First	Shri. Suresh Narsinha Potdar

APARTMENT NO. G-1

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-1 on the Ground Floor by way of sale to Shri Madhukar S/o Vitthalrao Phaye, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1at Sr. No. 1821 on even date;

APARTMENT NO. G-2

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-2 on the Ground Floor by way of sale to Smt. Sujata Wd/o Late Shri Subhash Abhyankar, by a Sale Deed Dated 04-07-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1at Sr. No. 2203 on even date. The said Smt. Sujata Wd/o Late Shri Subhash Abhyankar lateron in her turn transferred/sold the said Apartment No. G-2 on the Ground Floor by way of sale to Shri Harvinder S/o Maniram Nayyar by a Sale Deed Dated 31-05-2007, which is duly registered at the Office of the Sub-Registrar, Nagpur No. 1 in Book No. 1 at Sr. No. 3291 on even date;

THAT the said Shri Harvinder S/o Maniram Nayyar has proposed that instead of retaining the aforesaid Apartment in the Multistoreyed Building proposed to be constructed on the said Plot Nos. 27 and 28, the said M/s. Mahendra Infra Heights Pvt. Ltd. should pay monitory consideration and considering the request of the said Shri Harvinder S/o Maniram Nayyar, the aforesaid M/s. Mahendra Infra Heights Pvt. Ltd. has agreed to pay the monitory consideration in lieu of the Apartment proposed to be retained and thus the said Shri Harvinder S/o Maniram Nayyar later on confirmed the aforesaid Agreement of Development dated 16-08-2018 and Power of Attorney Dated 24-01-2020 executed by The Jeevan Vihar Co-operative Housing (Apartment) Society Limited, Nagpur and its Existing Members in favour of M/s. Mahendra Infra Heights Pvt. Ltd. as binding upon him and accordingly he executed a Deed of Confirmation to that effect in favour of M/s. Mahendra Infra Heights Pvt. Ltd. on 24-01-2020 and the same is duly registered at the Office of the Joint Sub-Registrar, Nagpur City No. 4 in Book No. 1 at Sr. No. 634 on even date;



APARTMENT NO. G-3

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-3 on the Ground Floor by way of sale to Shri Prabhakar S/o Narayanrao Pusadkar, by a Sale Deed Dated 26-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2057 on even date;

APARTMENT NO. G-4

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-4 on the Ground Floor by way of sale to Shri Ramratan Gangaram Nimje, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1818 on even date;

APARTMENT NO. G-5

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-5 on the Ground Floor by way of sale to Shri Raghunath S/o Wasudeo Dhanagare, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1819 on even date;

THAT during his life time the aforesaid Shri Raghunath S/o Wasudeo Dhanagare executed his LAST WILL AND TESTAMENT on 20-10-2018 and thereby he bequeathed the aforesaid property comprising Apartment No. G-5 to his 2 daughters namely Mrs. Shirish Shrinivas Sant and Mrs. Mrunal Sanjog Gokhale jointly absolutely forever with heritable and transferable rights therein. The said Will was duly Registered in the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 3 at Sr. No. 6256 on even date;

THAT, said Shri Raghunath S/o Wasudeo Dhanagare left for heavenly abode on 13-12-2020 and consequent upon his demise/death, his 2 daughters namely Mrs. Shirish Shrinivas Sant and Mrs. Mrunal Sanjog Gokhale jointly become the Joint/Co-owners of the aforesaid entire property with heritable and transferable rights therein in terms of the aforesaid WILL Dated 20-10-2018;

APARTMENT NO. G-6

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 6.53 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-6 on the Ground



Floor by way of sale to Shri Kumar S/o Nilkanth Deshpande, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1824 on even date;

THAT, the aforesaid Shri Kumar Nilkanth Deshpande left for heavenly abode on 08.03.2013 and consequent upon his death/demise, his aforesaid property devolved upon his Widow Smt. Minakshi Kumar Deshpande, 2 Daughters namely (i) Mrs. Vaishali Ratnakar Mate and (ii) Mrs. Prachi Prassana Udgaonkar jointly by way of intestate succession, being the only legal heirs of the deceased;

THAT, the aforesaid Mrs. Vaishali Ratnakar Mate and Mrs. Prachi Prassana Udgaonkar lateron Relinquishment all their respective rights, title and interest in respect of the aforesaid property in favour of their mother namely Smt. Minakshi Kumar Deshpande by executing a Release/Relinquishment Deed on 28-10-2013 and the same is duly registered at the Office of the Sub Registrar Nagpur-4 in Book No. 1 at Sr. No 6558 on even date;

APARTMENT NO. G-7

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 4.92 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-7 on the Ground Floor by way of sale to Shri Dattatraya S/o Shankarrao Pandit, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1823 on even date;

THAT, the said Shri Dattatray S/o Shankarrao Pandit left for heavenly abode on 27.07.2011 and consequent upon his death/demise, his aforesaid property devolved upon his Widow Smt. Hemalata Dattatray Pandit and only daughter namely Mrs. Meghna Shrikant Gondhalekar by way of intestate succession, being the only legal heir of the deceased;

THAT, the aforesaid Mrs. Meghana Shrikant Gondhalekar later on Relinquished/Released her right and share in the aforesaid property in favour of her mother Smt. Hemalata Dattatray pandit by executing a Deed of Release/Relinquishment on 7.11.2013 and the same is duly registered at the office of the Sub Registrar Nagpur-4 in Book No. 1 at Sr. No 6759 on even date;

APARTMENT NO. G-8

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 4.92 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. G-8 on the Ground



Floor by way of sale to Mrs. Pushpa W/o Hemant Desai, by a Sale Deed Dated 04-07-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2204 on even date;

APARTMENT NO. F-1

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-1 on the First Floor by way of sale to Shri Govind Hemandas Bhambhani, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1822 on even date;

THAT, the aforesaid Shri Govind Hemandas Bhambhani lateron transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Together with Apartment No. F-1 on the First Floor by way of sale to Shri. Sumer Kumar Maikulai Jaiswal, by a Deed of Transfer Dated 04.02.2017, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 549 on even date;

APARTMENT NO. F-2

THAT, by a Letter of Allotment, the aforesaid Owner Society allotted the property comprising the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-2 on the First Floor to one of its Share Holder Member Shri Hardas Sugnomal Keswani. Subsequently the Said Shri Hardas Sugnomal Keswani and the aforesaid Society further allotted the said property to Mrs. Renu W/o Gurmukh Khushalani;

THAT, the aforesaid Mrs. Renu Gurmukh Khushalani lateron dropped the idea of purchasing the said property and she further requested the aforesaid Society to transfer the said property to Shri Rambhau S/o Abaji Naoghare being her nominee. Considering her request and the aforesaid Shri Rambhau Abaji Naoghare being her nominee, the aforesaid Society alongwith Mrs. Renu Gurmukh Khushalani lateron jointly transferred/sold the said property by way of sale to Shri Rambhau Abaji Naoghare, by a Deed of Sale and Transfer Dated 19-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1948 on even date;

APARTMENT NO. F-3

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 6.65 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-3 on the First Floor by way of sale to Mrs. Kunda W/o Dinkar Joshi, by a Sale Deed Dated 26-06-2002, which



is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2054 on even date. Mrs. Kunda W/o Dinkar Joshi left for heavenly abode on 13-06-2018 and consequent upon her demise her aforesaid property devolved upon her Husband Shri. Dinkar Madhavrao Joshi and only son Shri. Ajay Dinkar Joshi. The aforesaid Shri. Dinkar Madhavrao Joshi executed a Deed of Relinquishment on 30-06-2018 in favour of Shri. Ajay Dinkar Joshi, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No. 3819 on even date;

APARTMENT NO. F-4

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-4 on the First Floor by way of sale to Smt. Amruth alias Anuraddha W/o Narayanswamy Naidu, by a Sale Deed Dated 26-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2055 on even date.

THAT, during her life time the aforesaid Smt. Amruth alias Anuraddha Narayanswamy Naidu executed her LAST WILL AND TESTAMENT on 23-08-2014 and thereby she gave and bequeathed her aforesaid property to her daughter namely Smt. Avanti Prabhakar W/o Prabhakar Gandhi Doss absolutely forever with heritable and transferable rights therein.

THAT, the aforesaid Smt. Amruth alias Anuraddha Narayanswamy left for heavenly abode on 27.05.2016 and consequent upon her death/demise, her aforesaid daughter namely Smt. Avanti Prabhakar W/o Prabhakar Gandhi Doss has now become an exclusive, absolute and full Owner of the said property in terms of the aforesaid Will dated 23.08.2014;

THAT, the aforesaid Smt. Avanti Prabhakar W/o Prabhakar Gandhi Doss later on transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-4 on the First Floor by way of sale to Mrs. Vaishali Mahendra Taywade, by a Deed of Transfer Dated 30.01.2017, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur-4 in Book No. 1 at Sr. No.440 on even date;

APARTMENT NO. F-5

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 6.84 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-5 on the First Floor by way of sale to Shri Madhusudhan S/o Pandharinath Bakre, by a Sale Deed Dated 13-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 1820 on even date;



APARTMENT NO. F-6

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 6.53 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-6 on the First Floor by way of sale to Shri Shesh Gopalan S/o Late L.S. Gopalan, by a Sale Deed Dated 26-06-2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2056 on even date;

THAT, during his life time the aforesaid Shri Shesh Gopalan S/o Late L.S. Gopalan has executed his LAST WILL AND TESTAMENT on 20.10.2011 and thereby he gave and bequeathed his aforesaid property to his Wife Smt. Vasantha Lakshmi W/o late Shri Shesh Gopalan absolutely forever with heritable and transferable rights therein;

THAT, the aforesaid Shri Shesh Gopalan S/o Late L.S. Gopalan left for heavenly abode on 25.11.2014 and consequent upon his death/demise, his aforesaid Widow Smt. Vasantha Lakshmi W/o late Shri Shesh Gopalan has now become an exclusive, absolute and full Owner of the said property in terms of the aforesaid Will dated 20.10.2011;

APARTMENT NO. F-7

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 4.92 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-7 on the First Floor by way of sale to Smt. Saraswathi Srinivasan W/o Shri. Krishnaswami Srinivasan, by a Sale Deed Dated 04.07.2002, which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2205 on even date;

WHEREAS, a Deed of Correction to the aforesaid Sale Deed Dated 04-07-2002 was THAT on 06-07-2002 and the same is duly registered at the Office of the Head Quarter Sub-Registrar dated 06.07.2002 wide Sr. No. 2245 on even date;

THATthe aforesaid Smt. Saraswathi W/o Srinivasan left for heavenly abode on 27-10-2018 leaving behind her 2 sons namely Shri. Jairam Krishnaswami Srinivasan and Shri. Jaikumar Krishnaswami Srinivasan, as the only legal heirs of the deceased;

APARTMENT NO. F-8

THAT, the aforesaid Owner Society lateron transferred/sold the Undivided 4.92 Percent share and interest in Plot Nos. 27 & 28 Togetherwith Apartment No. F-8 on the First Floor by way of sale to Shri Suresh S/o Narsinha Potdar, by a Sale Deed Dated 26-06-2002,



which is duly registered at the Office of the Head Quarter Sub-Registrar, Nagpur-1 in Book No. 1 at Sr. No. 2053 on even date;

THAT, the said Shri Suresh S/o Narsinha Potdar left for heavenly abode on 10.09.2004 (his Wife namely Smt. Sunita Suresh Potdar having predeceased him on 24-10-1991) and consequent upon their deaths/demises, the aforesaid property devolved upon his only son namely Shri Prashant Suresh Potdar and only Daughter namely Mrs. Deepali Shreepad Modak jointly by way of intestate succession, being the only legal heirs of the deceased;

THAT, the aforesaid Mrs. Deepali Shreepad Modak lateron Relinquished all her rights, title, share and interest in respect of the aforesaid property in favour of her brother Shri Prashant Suresh Potdar by executing a Deed of Relinquishment dated 03-06-2005 and the same is duly registered at the Office of the Sub Registrar Nagpur-1 in Book No. 1 at Sr. No 4011 on even date;

THAT, the nature of the said Society being "Tenant Co-Partnership", disposition of the undivided share was not permitted. Thus, in terms of the Order passed by the Registrar, Co-operative Societies, Nagpur vide its Order No. Dy. Registrar City-1/Housing Order/3434/13 Dated 04-09-2013 it was declared that the entire property shall continue to belong to the said The Jeevan Vihar Co-operative Housing (Apartment) Society Limited and the existing Members will continue to hold and possess the said Allotted Apartments exclusively being the share holder members. Accordingly the records of City Survey was duly corrected and the name of The Jeevan Vihar Co-operative Housing (Apartment) Society was restored and recorded therein;

THAT, the aforesaid building is too old and required major repairs thereon and consequentially therefore the Members of the aforesaid Jeevan Vihar Co-operative Housing (Apartment) Society Limited, Nagpur have now jointly decided to demolish the existing Double Storeyed Buildings standing on the said Plots of land and REDEVELOP the said Plots of land into a RESIDENTIAL ESTATE by constructing New Multistoreyed Building thereon, consisting of various self contained separate Apartments therein. And accordingly they jointly submitted a Requisition for Redevelopment of the said Society's Buildings and the same was unanimously passed in the Special General Body Meeting of the Society held on 16-09-2012;

THAT, the Society has decided to select a suitable Developer through a Competitive bidding process and pursuant to such selection assign the Development rights for the project of residential development on the said Plot of land;



WHEREAS, pursuant to receipt of various offers from the interested Developers, a Special General Body meeting of the Owner Society was called in presence of the representative of the District Deputy Registrar of Co-operative Societies, Nagpur City-1. In the said Meeting the Members have unanimously resolved to accept the Bid of M/s. Mahendra Infra Heights Pvt. Ltd. (formerly known as Taywade Industries Pvt Ltd), the Developer/ Promoter/Confirming Party hereinabove named and further resolved to grant development rights in respect of the said property to the Confirming Party/Developer hereinabove named as specified in the Tender document and relevant modifications thereof;

THAT, the Dy. Registrar, Co-operative Societies City-1, Nagpur has granted the permission for Redevelopment Scheme vide Letter No. अविम-१/विमनविहापु नि./ईवा दृष्टि/मकुटी/११९३/२०१३ dated 18-06-2013,

THAT, accordingly in terms of the Agreement of Development dated 16-08-2018, which is duly registered at the Office of the Joint Sub-Registrar, Nagpur- 4 in Book No. 1 at Sr. No. 4902 on even date, and a Deed of Correction to the said Agreement of Development is also Registered at the Office of the Joint Sub-Registrar Nagpur-4, in Book No. 1 at Sr. No. 4068 on 20-08-2020, the Owner Society has entrusted the entire work of Development of the aforesaid Property to M/s. Mahendra Infra Heights Pvt. Ltd. (formerly known as Taywade Industries Pvt Ltd.), upon the several terms and conditions contained therein;

THAT, the Owner Society has executed Irrevocable General Power of Attorney in favour of the said Developer/ Promoter/ Confirming Party hereto on 16-08-2018 and the same is also duly registered at the Office of the Joint Sub Registrar, Nagpur – 4 in Book No. 4 at Sr. No. 4903 on even date;

THAT, in pursuance to the order passed by District Deputy Registrar, Co-operative Societies, Nagpur City-1, bifurcation/subdivision of The Jeevan Vihar Co-operative Housing (Apartment) Society Limited was approved for management of the Building on the adjacent Plot No. 26 vide Order No. अविम-१/विमन/विमन विहापु/क. १८/४३८८/२० dated 30/12/2020. However, the aforesaid bifurcation/subdivision has no impact the ownership of The Jeevan Vihar Co-operative Housing (Apartment) Society Limited in respect of Plot Nos. 27 and 28;

THAT in pursuance to the order passed by District Deputy Registrar, Co-operative Societies, Nagpur City-1, bifurcation/subdivision of The Jeevan Vihar Co-operative Housing (Apartment) Society Limited was approved for management of the Building on the adjacent Plot No. 26 vide Order No. अविम-१/विमन/विमन विहापु/क. १८/४३८८/२० dated 30/12/2020. However, the aforesaid bifurcation/subdivision has no impact the ownership



of The Jeevan Vihar Co-operative Housing (Apartment) Society Limited in respect of Plot Nos. 27 and 28.

THAT, the Plan of a Multistoreyed Building proposed to be constructed on the said Plot Nos. 27 & 28 and the same is sanctioned and approved by Assistant Director of Town Planning Department Nagpur Municipal Corporation, Nagpur vide his Building Permit No. 122/BP/Ambazari/TP/NMC/99 Dated 26-05-2021.

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 shall be applicable to the said Project.

(2) A search was taken for the 30 Years from 1992 to 2001 and 2002 to 2021. It was carried out in the Offices of the Sub-Registrar, Nagpur-(Rural) vide Challan GRN No. MH000544669202122E dated 16/04/2021, Challan GRN No. MH000530494202122E dated 16/04/2021. However most of the Index II registrars in the Offices of the Sub-Registrar, Nagpur were not consistently available for inspection, some are either torn into pieces/leaves and mutated and some of the registrars were sent for binding or not available for inspection, from the available Index II registrar and records no adverse entry found. I have gone through the revenue records. I have received mutation entries and City Survey Property Card extracts in respect of the said land or properties and all documents and Title Deeds referred to in this search are also available for security and have perusal the same.

NOTE : The registration of the properties is made centralized for all the properties is made centralized for all the properties after 2002 however the search is not centrally available hence I could not conduct search in that regards. This search and title report is entirely based upon and relied on the documents supplied to me and index registers made available to me in the Sub-Registrar's Office, Nagpur.

On relying upon the aforesaid documents made available by **MAHENDRA INFRA HEIGHTS PRIVATE LIMITED**, (formerly known as Taywade Industries Pvt. Ltd.) and Owners to me for security and examination and the registers available with the concern Sub-Registrar Offices, I am in the opinion that **THE JEEVAN VIHAR CO-OPERATIVE HOUSING (APARTMENT) SOCIETY LIMITED, NAGPUR** and Flat Owners of the said property and **MAHENDRA INFRA HEIGHTS PRIVATE LIMITED**, (formerly known as Taywade Industries Pvt. Ltd.) have acquired development rights in respect of the said Plot of land and have good, clear and marketable title in respect of the said land or property which is under non-agricultural use for residential purpose and further the



schedule property or lands are free from all encumbrances, charges or claims of whatsoever nature and have absolute authority to develop, sell/assign the said property or otherwise deal with said property or land in any manner.

(3) Therefore in my opinion there is/are no any hurdle or impediment restrictive clause/clauses which will be obstructing the present Developers **MAHENDRA INFRA HEIGHTS PRIVATE LIMITED**, (formerly known as Taywade Industries Pvt. Ltd.) for development of the said property or land jointly and to sell/transfer the said land with or without construction to any prospective buyers, allottee, mortgagee, lessee etc. and which is free from all encumbrances, charges or claims of whatsoever nature.

(4) Any other relevant Title :- NA

(5) Litigations if any :- NA

Date : 11/06/2021



(SANDEEP SHASTRI)
ADVOCATE