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FORMAT - A

TO,
Maha RERA
6 & 7 Floor, Housefin Bhavan,
Plot No. C-21, E-Block,
Bandra Kurla Complex,
Bandra(E) Mumbai-400051,

Maha RERA
Administrative Building No.1,
Civil Lines, Nagpur-440001.

LEGAL TITLE REPORT

Title Clearance Certificate with respect of All that Piece and Parcel of Leasehold Land bearing NIT Plot No. 110, admeasuring 891.869 Sq. Mtrs. [i.e. 9600 Sq. fts.], in C.R.S. Section -III Scheme of N.I.T., Anath Vidhyarthi Grih Layout, Khasra No. 267, Mouza - Nagpur, bearing City Survey No. 101, Sheet No. 23 (Zone No. 8), Tah. & Dist. Nagpur, within the limits of Nagpur Improvement Trust, Nagpur and Nagpur Municipal Corporation, Nagpur, Tahsil and District Nagpur, and the said plot is bounded as under (as per NIT Lease Indenture):-

BOUNDED AS UNDER :

TO THE EAST	:	Road
TO THE WEST	:	Plot No. 103
TO THE NORTH	:	Plot No. 109
TO THE SOUTH	:	Plot No. 111

I have investigated the title of the said land on the request of Present Owner of the above said land Shri Kapil Nandkishor Nathanl.

- 1) Description Of Property : All that Piece and Parcel of Leasehold Land bearing NIT Plot No. 110, admeasuring 891.869 Sq. Mtrs. [i.e. 9600 Sq. fts.] with more than 45 years old construction admeasuring 30 Sq. mtrs., in C.R.S. Section -III Scheme of N.I.T., Anath Vidhyarthi Grih Layout, Khasra No. 267, Mouza - Nagpur, bearing City Survey No. 101, Sheet No. 23 (Zone No. 8), Tah. & Dist. Nagpur, within the limits of Nagpur Improvement Trust, Nagpur and Nagpur Municipal Corporation, Nagpur, Tahsil & Dist. Nagpur.

- 2) The Document of the above said Property.



Sr. No.	Date of Document	Issuing Authority/ SRO	Document No.	Nature of Document	Original/Certified/Xerox
1	03/06/2022	SRO - 8	3282/2022	Registered Sale Deed duly executed by M/s Jai Hind Saw Mill acting through Partners 1) Smt. Damyantiben Mohanbhai Patel, 2) Smt. Laxmiben Prabhudas Patel and 3) Shri. Chandrakant Mohanbhai Patel in favour of Shri Kapil Nandkishor Nathani	Original Verified
2	29/03/2022	SRO - 8	1856/2022	Registered Agreement to Sell duly executed by M/s Jai Hind Saw Mill acting through Partners 1) Smt. Damyantiben Mohanbhai Patel, 2) Smt. Laxmiben Prabhudas Patel and 3) Shri. Chandrakant Mohanbhai Patel in favour of Shri Kapil Nandkishor Nathani	Original Verified
3	03/09/2007	SRO - 4	4766/2007	Registered Indenture of Lease duly executed by Nagpur Improvement Trust, Nagpur in favour of M/s Jai Hind Saw Mill acting through Partners 1) Shri. Mohanbhai Karsanbhai Patel, 2) Smt. Damyantiben Mohanbhai Patel, 3) Smt. Laxmiben Prabhudas Patel for the lease period commencing from 1 st day of April 2007 and ending on 31 st March 2037.	True Copy
4	08/05/1987	SRO - 2	Sr. No. 2875(P), Addl. Book 1, Volume 619, Pages 10 to 12, Registration No. 2770 (P)	Registered Indenture of Lease duly executed by Nagpur Improvement Trust, Nagpur in favour of M/s Jai Hind Saw Mill acting through Partners 1) Shri. Mohanbhai Karsanbhai Patel, 2) Smt. Damyantiben Mohanbhai Patel, 3) Smt. Laxmiben Prabhudas Patel for the lease period commencing from 1 st day of April 2007 and ending on 31 st March 2007.	Original Verified
5	31/05/2022	SRO-8	3190/2022	Registered Release Deed for release of Property executed by HDFC Bank Limited through Shailesh	Original Verified.



				Shrikrishna Kawre in favour of M/s Jai Hind Saw Mills through Chandrakant Mohanbhai Patel.	
6.	29/04/2022	NMC Tax Recelpt.		NMC Tax Receipt duly paid for the period 01/04/2022 to 31/03/2023 By M/s Jai Hind Saw Mill Shri. Chandrakant Mohanbhai Patel for House NO. 345/110.	Original Verified.
7.	24/06/2022	Nagpur Municipal Corporation	—	Sanction of Building Permit and Commencement Certificate along with Sanction Map issued by NMC (Town Planning Deptt.) bearing Permit No. 143/BP/ Nagpur/TP/ NMC/698 duly signed by Deputy Director T.P. Deptt, NMC, Nagpur.	Original Verified
8.	10/06/2022	HDFC Bank	Letter No. RAOPS/NA GPUR/3/ 2022/AHPX	Certificate of fact of Damage of documents by fire pertaining to Loan Account No. 05028970000422.	Original Verified.
9.	-	HDFC Bank		Description of the documents destroyed in the fire incident issued by Auth. Signatory HDFC Bank Ltd.	Original Verified.
10.	24/05/2022	HDFC Bank	No. RAOPS/ NAGPUR/3/ 2022/ AHP- VIII	Letter issued to Jai Hind Saw Mill through Partner Mr. Chandrakant Patel for intimation of fire accident in which property documents of Plot No. 110, were impacted.	Original Verified.
11.	24/05/2022	HDFC Bank	No Dues Certificate	No Dues certificate issued by HDFC Bank in favour of Jai Hind Saw Mill.	Original Verified.
12.	08/04/2013	HDFC Bank	Intimation Letter	Intimation letter issued by HDFC Bank to Jai Hind Saw Mill with respect to Fire Accident caused on 02/09/2011 in which list of documents mentioned of Plot No. 110 which are destroyed in said fire accident.	Original Verified.
13.	03/10/2011	Kadamboli Police Station	FIR	True Copy of FIR in which HDFC Bank has given complaint about FIRE Accident caused in Bank Godown in which Banks files and other	True Copy Verified



				original documents were kept.	
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- 3) Akhiv Patrika duly mutated in favour of Present Owner Shri Kapil Nandkishor Nathani.
- 4) Search Report for 30 years from 1993 Till 25/07/2022.

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 is clear, marketable and without any encumbrances.

Owners of the land :

All that Piece and Parcel of Leasehold Industrial Plot bearing NIT Plot No. 110, admeasuring 891.669 Sq. Mtrs. [i.e. 9600 Sq. fts.] with more than 45 years old construction admeasuring 30 Sq. mtrs., in C.R.S. Section -III Scheme of N.I.T., Anath Vidhyarthi Grih Layout, Khasra No. 267, Mouza - Nagpur, bearing City Survey No. 101, Sheet No. 23 (Zone No. 8), NMC House No. 345/110, Ward No. 23, situated at Harihar Mandir, Nagpur, Tah. & Dist. Nagpur, within the limits of Nagpur Improvement Trust, Nagpur and Nagpur Municipal Corporation, Nagpur, Tahsil & Dist. Nagpur.	Present Owner Shri Kapil Nandkishor Nathani
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Qualifying Comments/remarks if any – The Title of the Property is good, valid, marketable, clear & saleable.

- 3) The report reflecting the flow of the title of the said Present Owner Shri Kapil Nandkishor Nathani, On the said land is enclosed herewith as annexure.

Place : Nagpur

Dated : 30/07/2022



Signature of the Advocate



RAKESH K. KHUBNANI

ANNEXURE – III –
FLOW OF TITLE OF THE SAID LAND

- 1) Present Owner Shri Kapil Nandkishor Nathani Applied before City Survey Department for mutation of his name in Akhiv Patrika and Concerning Department City Survey No.1 issued Notice for Mutation of his name dated 29/07/2022 and Akhiv Patrika i.e. Property Card issued by department as early as possible after completion of Notice Period of fifteen days.
- 2) Mutation Entry No.10354/2022 Dt. 29/07/2022 in favour of Present Owner Shri Kapil Nandkishor Nathani.
- 3) Search Report of 30 years Commencing from 1993 to 2022 Taken from Online record maintained by Sub-Registrar Nagpur.

1) **WHEREAS** originally All that Piece and Parcel of Leasehold Land to be used for Workshop and Saw Mills bearing NIT Plot No. 110, admeasuring 891.869 Sq. Mtrs. [i.e. 9600 Sq. fts.] with more than 45 years old construction admeasuring 30 Sq. mtrs., in C.R.S. Section -III Scheme of N.I.T., Anath Vidhyarthi Grih Layout, Khasra No. 267, Mouza – Nagpur, bearing City Survey No. 101, Sheet No. 23 (Zone No. 8), Tah. & Dist. Nagpur, within the limits of Nagpur Improvement Trust, Nagpur and Nagpur Municipal Corporation, Nagpur, Tahsil & Dist. Nagpur (hereinafter called and referred to as "the said property") was originally belonged to Nagpur Improvement Trust, Nagpur.

2) **WHEREAS** Nagpur Improvement Trust, Nagpur has allotted the said Property to M/s Jai Hind Saw Mill by virtue of Allotment Letter No. ES/4446 dated 20.07.1976.

That, thereafter Nagpur Improvement Trust has executed a Lease of the said Property/plot in favour of M/s Jai Hind Saw Mills through Partners (i) Shri. Mohanbhai Karsanbhai Patel, (ii) Smt. Damyantiben Mohanbhai Patel and (iii) Smt. Laxmiben Prabhubhai Patel, for a term commencing from 01.04.1977 and ending on 31.03.2007 by Indenture of Lease dated 29.04.1987 registered with Joint Sub-Registrar Nagpur City-2, at Book No. Add-1, Volume No. 619, at Page No. 10 to 12 at Serial No. 2770 on 08.05.1987. accordingly the name of the firm M/s Jai Hind Saw Mills through Partners (i) Shri. Mohanbhai Karsanbhai Patel, (ii) Smt. Damyantiben Mohanbhai Patel and (iii) Smt. Laxmiben Prabhubhai Patel mutated in all revenue records as owner thereof.

3) **WHEREAS**, on expiry of Lease Period the Nagpur Improvement Trust, Nagpur executed renewal lease of the said Plot No. 110 for a term commencing from 01/04/2007 and ending on 31/03/2037 in favour of M/s Jai Hind Saw Mills through Partners (i) Shri. Mohanbhai Karsanbhai Patel, (ii) Smt. Damyantiben Mohanbhai Patel and (iii) Smt. Laxmiben Prabhubhai



Patel by Indenture of Renewal Lease dated 28/09/2007 registered with Joint Sub-registrar Nagpur City-4 at Serial No. 4766/2007 on 03/09/2007.

4) Whereas, M/s Jai Hind Saw Mills through Partners (i) Shri. Mohanbhai Karsanbhai Patel, (ii) Smt. Damyantiben Mohanbhai Patel and (iii) Smt. Laxmiben Prabhubhai Patel have mortgaged the above said property in HDFC Bank in the year 2011 by virtue of Mortgage Deed registered at Serial No. 1464/2011 in the office of Sub-registrar Nagpur-1 dated 28/02/2011 for loan of Rs. 50,00,000/-.

5) Whereas, M/s Jai Hind Saw Mills through Partners (i) Shri. Mohanbhai Karsanbhai Patel, (ii) Smt. Damyantiben Mohanbhai Patel and (iii) Smt. Laxmiben Prabhubhai Patel have again mortgaged the above said property in HDFC Bank in the year 2012 by virtue of Mortgage Deed registered at Serial No. 4461/2012 in the office of Sub-registrar Nagpur-5 dated 28/08/2012 for enhanced/additional loan of Rs. 50,00,000/-.

6) WHEREAS, Shri. Mohanbhai Karsanbhai Patel (Partner of M/s Jai Hind Saw Mill) expired on 25/04/2012. During his life time he executed WILL dated 14/09/2009 about his share in the Firm and bequeath his share in favour of his Son Shri. Chandrakant Mohanbhai Patel. Accordingly as per WILL Deed dated 14/09/2009 the name of Shri. Chandrakant Mohanbhai Patel is added as Partner in the Firm of M/s Jai Hind Saw Mill and the proportionate share of Late Mohanbhai Karsanbhai Patel is devolved in the name of Shri. Chandrakant Mohanbhai Patel. Accordingly he became the owner of undivided proportionate share in the above said property of the firm and his name is mutated in all revenue records as owner of undivided proportionate share in the Firm.

7) Whereas, M/s Jai Hind Saw Mills through Partners (i) Shri. Chandrakant S/o Mohanbhai Patel, (ii) Smt. Damyantiben Mohanbhai Patel and (iii) Smt. Laxmiben Prabhubhai Patel have again mortgaged the above said property in HDFC Bank in the year 2021 by virtue of Mortgage Deed registered at Serial No. 1853/2021 in the office of Sub-registrar Nagpur-2 dated 05/03/2021 for loan of Rs. 09,70,000/-.

8) Whereas, during the course of Mortgage all the original documents of the property were kept in the custody of HDFC Bank. That, in the year 2011, a fire accident took place at the document storage facility at Kalamboli, Navi Mumbai of Navbharat Archive Xpress Pvt. Ltd. (NAX-used as custodians for the purpose of storing the documents) mortgaged by HDFC Bank on 02nd September 2011 the FIR filed for fire accident is done by HDFC Bank authorities on 3rd October 2011 in the Kalamboli Police Station, Navi Mumbai. In that fire accident some documents i.e. Original Registered Indenture of Lease No. 4766 dated 03/09/2007 is also destroyed along with some other documents. The Bank has given Certificate and other letters for intimation and information along with list of documents damages and FIR Copy signed and sealed by the Bank authorities to M/s Jai Hind Saw Mill through Partner Chandrakant Patel, Nagpur.

9) Whereas, M/s Jai Hind Saw Mills through Partners (i) Shri. Chandrakant Mohanbhai Patel, (ii) Smt. Damyantiben Mohanbhai Patel and (iii) Smt. Laxmiben Prabhubhai Patel have jointly agreed to Sale the above said property to Shri. Kapil Nandkishor Nathani by virtue of Registered Agreement to Sell which is duly registered at Serial No. 1856/2022 in the office of Sub-registrar Nagpur-8 on 29/03/2022.

10) Whereas, M/s Jai Hind Saw Mills through Partners (i) Shri. Chandrakant Mohanbhai Patel, (ii) Smt. Damyantiben Mohanbhai Patel and (iii) Smt. Laxmiben Prabhubhai Patel have fully paid the loan amount of HDFC Bank. Thereby HDFC Bank has released the above said property and has executed Registered Redemption/Reconveyance Deed on 31st May 2022 which is registered at Serial No. 3190/2022 in the office of Sub-registrar Nagpur-8 dated 31/05/2022.



11) Whereas the aforesaid M/s Jai Hind Saw Mill acting through its Partners Smt. Damyantiben Patel, Laxmiben Patel and Shri. Chandrakant Mohanbhai Patel have jointly transferred/sold the above said property by executed registered sale deed in favour of Shri Shri. Kapil Nandkishor Nathani, in respect of All that Piece and Parcel of Leasehold Land bearing NIT Plot No. 110, admeasuring 891.869 Sq. Mtrs. [i.e. 9600 Sq. fts.] with more than 45 years old construction admeasuring 30 Sq. mtrs., in C.R.S. Section -III Scheme of N.I.T., Anath Vidhyarthi Grih Layout, Khasra No. 267, Mouza - Nagpur, bearing City Survey No. 101, Sheet No. 23 (Zone No. 8), Tah. & Dist. Nagpur, within the limits of Nagpur Improvement Trust, Nagpur and Nagpur Municipal Corporation, Nagpur, Tahsil & Dist. Nagpur, which is duly registered on 03/06/2002 at Serial No. 3282/2022, before Sub-Registrar, Nagpur-8. AND

12) WHEREAS since from the date of purchase the above said Shri Kapil Nandkishor Nathani, became the owner and in possession of the above mentioned property and his names are duly mutated in revenue records.

13) WHEREAS later on above said owner Shri Kapil Nandkishor Nathani decided to develop the above said land into Commercial and Residential Scheme on the above said property thereby he has sanctioned the Building Plan and obtain a sanction of Building Permit and Commencement Certificate from Nagpur Municipal Corporation (Town Planning Department) bearing Permit No. 143/BP/Nagpur/TP/NMC/1698 dated 24/06/2022.

Certificate of Title

That I have verify all original documents produced before mentioned above is in the custody of present owner/developer. In the like manner it is further necessary to obtain an Affidavit from the aforesaid owner that they have not executed any unregistered Deed or Document whereby their ownership rights are affected, diluted or third party interest is created.

That I have taken online search in respect of the aforesaid property from the web portal www.igmaharashtra.gov.in by giving inputs of Plot No.110 of Mouza-Nagpur for the period of 30 years from 1993 to 2022 by depositing necessary search fees online with the depart of Registration Vide GRN No. MH0056446892022E dated 28/07/2022 and receipt of same is enclosed herewith.

That during the online search we did not come across any adverse entry recorded relating to the aforesaid property.

4) Any Other relevant Title

We observed that the above said land is leasehold property.

5) Litigation if any.

During our online search we did not came across any entry of lispence recorded relating to aforesaid property.

Place : Nagpur

Dated : 30/07/2022

Signature of the Advocate

