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24 Feb 2022	Receipt	Receipt no.: 1112229425
	Name of the Applicant :	JAYESH OMPRAKASH HARIRAMANI
	Details of property of which document has to be searched :	Dist :Nagpur Village :Takali (jhingabai) S.No/CTS No/G.No. : 25
	Period of search :	From :2010 To :2021
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OM HARIRAMANI
ADVOCATE
JAYESH HARIRAMANI
ADVOCATE

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Ref. No:

Date: 26/02/2022

TITLE VERIFICATION REPORT

Having been engaged by **M/S. HARE KRISHNA BUILDERS**, through partners, i. **SMT. SHRUTI W/O. PANKAJ DHAWAN**, R/o. Dalal Compound, Raj Nagar, Katol Road, Nagpur – 440 013 and ii. **SHRI KULDEEP S/O. SUBHASH MALHOTRA**, R/o. 1052, Behind Jaswant Tuli Mall, Buddha Nagar, Indora Chowk, Nagpur – 440 017, I, the undersigned have verified and inspected the available record of the office of the Sub-Registrar, Nagpur, in respect of ALL THAT piece and parcel of land bearing plot No. 5-8 admeasuring 2993.985 Sq. m. in the layout known as **"MANE LAYOUT"** out of out of khasra No. 25, city survey No. 41, Sheet No. 31, of Mouza – Zingabai Takli, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District – Nagpur, more particularly described in the schedule written hereunder, vide search case receipt No. 1112229425 paid vide GRN – MH009992666202122E dated 26/02/2022. I have also verified various deed and documents produced before me and on the basis of the Title Verification and the records placed before me, I submit this title verification report as under –

1. **PRESENT OWNERSHIP**

Presently the aforesaid property is recorded in the name of

1. **SHRI ASHOK S/O. DEORAOJI GIRHE**

R/o. Gorewada Road, Borgaon, Nagpur – 440 013.

2. **SHRI VINOD S/O. RAMNIVAS GARG**

R/o. 1101/1102, Rameshwaram Apartment,
ECTV Tower Lane, Dadar, Mumbai – 400 028.

(Hereinafter referred to as the said owners)

2. **HISTORY AND CHAIN OF TRANSFERS**

- 2.1 Shri Ashok S/o. Deoraoji Girhe purchased the said plot No. 08 from Smt. Ranjana Shekhar Pusadkar and Shri Shekhar Gajanan Pusadkar as per sale deed duly registered in the office of the Sub-Registrar, Nagpur – 5, bearing Serial/registration No. 3993/2015 dated 19/12/2015.

2.2 It is observed that originally, originally, the entire khasra No. 25 admeasuring 1.62 hectares belonged to Shri Gajanan Balaji Mane out of which Smt. Sadhana W/o. Naresh Barde and Shri Naresh S/o. Wamanrao Barde purchased land admeasuring 0.30 hectares (3000 Sq. m.) from Shri Gajanan Balaji Mane as per sale deed duly registered in the office of the Sub-Registrar, Nagpur – 4, bearing serial/registration No. 4687/2007 dated 30/08/2007. Similarly, Shri Abhay S/o. Vasudeorao Khorgade and Smt. Usha W/o. Narayanrao Barde purchased land admeasuring 0.24 hectares (2400 Sq. m.) from Shri Gajanan Balaji Mane as per sale deed duly registered in the office of the Sub-Registrar, Nagpur – 8, bearing serial/registration No. 2308/2008 dated 01/04/2008.

2.3 Later, Shri Vinod Ramnivas Garg and Shri Pankaj Nandlal Agrawal purchased the total land of Smt. Sadhana W/o. Naresh Barde, Shri Naresh S/o. Wamanrao Barde, Shri Abhay S/o. Vasudeorao Khorgade and Smt. Usha W/o. Narayanrao Barde admeasuring 0.54 hectares as per sale deed duly registered in the office of the Sub-Registrar, Nagpur – 1, bearing serial/registration No. 5722/2014 dated 18/07/2014. A correction deed amending the said sale deed has also been executed as per correction deed duly registered in the office of the Sub-Registrar, Nagpur – 3, bearing serial/registration No. 1457/2016 dated 26/02/2016.

2.4 Consequently, said Shri Vinod Ramnivas Garg purchased the share and interest of said Shri Pankaj Nandlal Agrawal in the said property as per sale deed duly registered in the office of the Sub-Registrar, Nagpur – 1, bearing serial/registration No. 8608/2014 dated 12/11/2014. A correction deed amending the said sale deed has also been executed as per correction deed duly registered in the office of the Sub-Registrar, Nagpur – 3, bearing serial/registration No. 1458/2016 dated 26/02/2016. Accordingly, Shri Vinod Ramnivas Garg became the owner of said land admeasuring 0.54 hectares (5400 Sq. m.).

3. MUTATION IN RECORD OF RIGHTS

3.1 It appears that said Shri Ashok S/o. Deoraoji Girhe has mutated/recorded his name against plot No. 08 vide mutation entry No. 43628 dated 25/10/2021 in the records of city survey as per city survey property card No. 41 issued by City Survey Officer No. 3 dated 26/10/2021.

3.2 It appears that said Shri Vinod Ramnivas Garg has mutated/recorded his name against plot No. 05 vide mutation entry No. 32170 dated 07/03/2017 and mutation entry No. 32276 dated 15/03/2017 in the records of city survey as per city survey property card No. 41 issued by City Survey Officer No. 3 dated 26/10/2021.

4. RELEASE OF PLOTS

4.1 It is observed that the said plot No. 05 has been regularized, sanctioned and released upon payment of Development charges/Regularization expenses by

Nagpur Improvement Trust under the provision of Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 as per permit/release letter No. BE(N)/745 dated 01/04/2016.

- 4.2 It is observed that the said plot No. 08 has been regularized, sanctioned and released upon payment of Development charges/Regularization expenses by Nagpur Improvement Trust under the provision of Maharashtra Gunthewari Developments (Regulation, Upgradation and Control) Act, 2001 as per permit/release letter No. BE(N)/747 dated 02/04/2016.

5. **AGREEMENT FOR SALE / DEVELOPMENT WITH DEVELOPER**

- 5.1 It is seen that the aforesaid owner, Shri Vinod Ramnivas Garg, has entered in an agreement for sale/development of plot No. 4, 5 & 6 with **M/S. HARE KRISHNA BUILDERS**, through partners, i. **SMT. SHRUTI W/O. PANKAJ DHAWAN**, and ii. **SHRI KULDEEP S/O. SUBHASH MALHOTRA**, authorizing it to develop the said land in to a residential estate by constructing a thereon multi-storied building consisting residential apartments etc., and to sell the same in favour of prospective buyer/s, vide agreement for sale duly registered in the office of the Sub – Registrar, Nagpur – Nagpur – 1, bearing serial/registration No. 3477/2021 dated 09/06/2021.
- 5.2 In terms of said Agreement, the said owner, Shri Vinod Ramnivas Garg, has also executed an Irrevocable General Power of Attorney of plot No. 4, 5 & 6 in favour of **M/S. HARE KRISHNA BUILDERS**, through partners, i. **SMT. SHRUTI W/O. PANKAJ DHAWAN**, and ii. **SHRI KULDEEP S/O. SUBHASH MALHOTRA**, authorizing to deal with the said property including transfer of the share of developer/builder by way of sale or otherwise on the basis of undivided share in land with apartments in terms of that agreement in favour of prospective buyer/s and to receive the consideration amount from the prospective buyer/s and to execute deed and document, vide Irrevocable General Power Of Attorney in the Sub – Registrar, Sub – Registrar, Nagpur – 1, bearing serial/registration No. 3478/2021 dated 09/06/2021.
- 5.3 It is seen that the aforesaid owner, Shri Ashok S/o. Deoraoji Girhe, has entered in an agreement for sale/development of plot Nos. 08 and 09 with **M/S. HARE KRISHNA BUILDERS**, through partners, i. **SMT. SHRUTI W/O. PANKAJ DHAWAN**, and ii. **SHRI KULDEEP S/O. SUBHASH MALHOTRA**, authorizing it to develop the said land in to a residential estate by constructing a thereon multi-storied building consisting residential apartments etc., and to sell the same in favour of prospective buyer/s, vide agreement for sale duly registered in the office of the Sub – Registrar, Nagpur – 6, bearing serial/registration No. 5886/2021 dated 16/09/2021.

- 5.4 In terms of said Agreement, the said owner, Shri Ashok S/o. Deoraoji Girhe, has also executed an Irrevocable General Power of Attorney of plot Nos. 08 and 09 in favour of **M/S. HARE KRISHNA BUILDERS**, through partners, i. **SMT. SHRUTI W/O. PANKAJ DHAWAN**, and ii. **SHRI KULDEEP S/O. SUBHASH MALHOTRA**, authorizing to deal with the said property including transfer of the share of developer/builder by way of sale or otherwise on the basis of undivided share in land with apartments in terms of that agreement in favour of prospective buyer/s and to receive the consideration amount from the prospective buyer/s and to execute deed and document, vide Irrevocable General Power Of Attorney in the Sub – Registrar, Sub – Registrar, Nagpur – 6, bearing serial/registration No. 5887/2021 dated 16/09/2021.

6. **AMALGAMATION/CLUBBING OF PLOT**

It is observed that the said plot Nos. 05 and 08 have been amalgamated by Nagpur Municipal Corporation as per letter No. E.E.(N)/185 dated 25/11/2021. The area of the amalgamated plot No. 5-8 is 2993.985 Sq. m.

7. **SANCTION OF BUILDING PLAN**

It appears from the record that for construction of building/s on plot No. 5-8, a building plan has also been sanctioned and approved by the Nagpur Improvement Trust, vide Building Plan/Permit No. B.E.(NORTH)/Case No. BUL-G-330853/Tracking case No. 2021112671/289 dated 24/12/2021.

8. **APPLICATION OF MAHARASHTRA APARTMENT OWNERSHIP ACT.**

It is seen that the proposed project is to be known and styled as “**GOKUL ENCLAVE WING C**” and “**GOKUL ENCLAVE WING D**” and it shall be subject to the provisions of Maharashtra Apartment Ownership Act, 1970, by executing/registering a declaration deed.

9. **APPLICATION OF MAHARASHTRA REAL ESTATE REGULATORY ACT.**

It is appears that the proposed project to be known and styled as “**GOKUL ENCLAVE WING C**” and “**GOKUL ENCLAVE WING D**” shall also be subject to the provisions of Maharashtra Real Estate Regulatory Act and necessary formalities shall have to be complied with.

10. **RIGHTS AND ENTITLEMENT OF PARTIES**

In view of the said Agreements, **M/S. HARE KRISHNA BUILDERS** is entitled to float a flat scheme and further to transfer the flats/apartments of proposed project to any person or persons with rights relating to undivided variable proportionate share and interest in the said piece of land by way of sale or otherwise and receive settled consideration amount from the prospective buyers.

11. LEGAL OPINION AND FINDINGS

- 11.1 I have gone through the true copies documents produced before me. It is also informed to me that various flats/apartments are to be sold out to individual buyer/s by the said Developer.
- 11.2 On the basis of verification of relevant record and the documents produced before me & the statements of party, it is opined that the said present owner/s are owner/s of the said property and have rights to float flat scheme and to sell various apartments to individual desiring buyers subject to necessary permissions etc., of local authorities and other, if required.
- 11.3 There is no registration of any encumbrance over the above said plot in record of rights as such it appeared to be free from encumbrances, or any registered charge on the basis of documents produced before me.
- 11.4 The prospective buyer/s of the apartments will get clear, marketable and good title by execution & registration of valid and lawful conveyance deeds subject to such permissions of local authorities as may be required.
- 11.5 In terms of Agreement for sale and General Power of Attorney referred above, the said **M/S. HARE KRISHNA BUILDERS** and is lawfully authorized and empowered to float the scheme and further to sell the apartments etc. with rights relating to undivided share in said land to any person or persons and further to receive consideration amount from prospective purchasers. The prospective purchasers will get good and marketable title subject to all clearances and NOC's and compliance of necessary formalities as may be required as per law.

SCHEDULE OF PROPERTY -

ALL THAT piece and parcel of land bearing plot No. 5-8 admeasuring 2993.985 Sq. m. in the layout known as "**MANE LAYOUT**" out of out of khasra No. 25, city survey No. 41, Sheet No. 31, of Mouza - Zingabai Takli, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Tahsil and District - Nagpur, bounded as under -

TO THE EAST	:	ROAD
TO THE WEST	:	ROAD
TO THE NORTH	:	PLOT Nos. 04 & 09
TO THE SOUTH	:	PLOT Nos. 06 & 07

Hence, this Report.

NAGPUR.

Date: 26/02/2022



OM HARIRAMANI
(ADVOCATE)