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इतर पावती

Original/Duplicate

Thursday, 01 October 2015 3:37 PM

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 13305 दिनांक: 01/10/2015

गावाचे नाव:

दस्तऐवजाचा अनुक्रमांक: टनन5-0-2015

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अॅड उमेश जी देशपांडे

वर्णन अर्ज क्र 2529/15 अन्वये मौजे पाचपाखाडी स नं.206 हि नं-1, (1986-2015)

SEARCHFEE

रु. 750.00

एकूण:

रु. 750.00

Joint Sub Registrar, Thane 5

1); देयकाचा प्रकार: By Cash रक्कम: रु 750/-

सह दुय्यम निबंधक ठाणे क्र. ५

# Adv. Umesh G. Deshpande

Neelkanth Tirth, Hindu Colony, Naupada, Thane (W) 400 602.  
Tel: - 2538 2266

M: 9930902040

Annexure to LSD/CIRCULAR LETTER NO: \_\_\_/15, Date: 05/10/2015

PROFORMA FOR USE

## TITLE INVESTIGATION REPORT

### (PRE-SEARCH)

1	Name and address of the Branch to whom the title report is given	Union Bank of India, Bhiwandi Branch, Dist. Thane.
2	Name of the Account and details of the Borrowers	Pratiksha Padmakar Bhoir (the Proposed Purchaser)
3	Full Description of Property	Premises No. 306-B, Adm. 657.88 Sq. Ft. (Carpet Area), on 03 <sup>rd</sup> Floor, in the Bldg. known as 'Dev Corpora', at Pokharan Road No. 1, Thane (W), lying, being and situate on land bearing Survey No. 206, Hissa No. 1 & 3, Survey No. 209, Hissa No. 2 (Part), Survey No. 209B, Hissa No. 2 (Part), Survey No. 210, Hissa No. 2, Survey No. 210A, Hissa No. 5 & 7, Final Plot No. 463, CTS No. 110, at Village Panchpakhadi, in the Taluka & District Thane, within the limits of Thane Municipal Corporation.
	3.1 NATURE OF IMMOVEABLE PROPERTY	
	3.2. (i) Survey No., etc.  (Local name of the field as applicable including sub-divisions should be mentioned)	Survey No. 206, Hissa No. 1 & 3, Survey No. 209, Hissa No. 2 (Part), Survey No. 209B, Hissa No. 2 (Part), Survey No. 210, Hissa No. 2, Survey No. 210A, Hissa No. 5 & 7, Final Plot No. 463, CTS No. 110.
	3.3 Number/Identification details as per building map/plan	Not on record.



3.4 Extent of property		Premises No. 306-B, Adm. 657.88 Sq. Ft. (Carpet Area), on 03 <sup>rd</sup> Floor, in the Bldg. known as 'Dev Corpora', at Pokharan Road No. 1, Thane (W), lying, being and situate on land bearing Survey No. 206, Hissa No. 1 & 3, Survey No. 209, Hissa No. 2 (Part), Survey No. 209B, Hissa No. 2 (Part), Survey No. 210, Hissa No. 2, Survey No. 210A, Hissa No. 5 & 7, Final Plot No. 463, CTS No. 110, at Village Panchpakhadi, in the Taluka & District Thane, within the limits of Thane Municipal Corporation.	
3.4.1 Boundaries			
North - Not Mentioned	South - Not Mentioned	West - Not Mentioned	East - Not Mentioned
3.5 Name/s of the Owner/s		Pratiksha Padmakar Bhoir	
3.6. Nature of ownership		Ownership. [Derived because of an Agreement for Sale, Dt. --/04/2015 (to be registered), with respect to the captioned property, by and between Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan & M/s. B. L. Mahajan HUF, through Karta Mr. Balkrishna Liladhar Mahajan (as the Sellers / Vendors therein) And Pratiksha Padmakar Bhoir (the Proposed Purchaser therein)].	

**Tracing of title :**

- The subject land is a piece of land bearing Survey No. 206, Hissa No. 1 & 3, Survey No. 209, Hissa No. 2 (Part), Survey No. 209B, Hissa No. 2 (Part), Survey No: 210, Hissa No. 2, Survey No. 210A, Hissa No. 5 & 7, Final Plot No. 463, CTS No. 110, in the Revenue Village Panchpakhadi, Tal. & Dist. Thane.



- M/s. Rola Press Pvt. Ltd., having directors A. A. Jasdevenwala & A. Y. Jasdevenwala, was the owner of a Larger Land property which also constituted the subject land property, prior to 1962.
- Vide a Deed of Conveyance, Dt. 12/03/1962, registered at Thane under Sr. No. 363/1962, on Page No. 342 to 353 of Volume No. 703 of Book No. I on 08/06/1962, M/s. Rola Press Pvt. Ltd. conveyed the part of the said land to 1. B. Jaimal Singh Sehgal, B. Kesar Singh Sehgal, H. S. Saigal & M. S. Saigal, partners of and on behalf of the partnership firm, M/s. B. Jaimal Singh & Sons, R/w. a Deed of Declaration Dt. 12/03/1962, R/w. a Letter of Possession , Dt. 12/03/1962.
- By a Deed of Retirement, Dt. 11/09/1980, the subject land, which was the part of the aforesaid Larger Land property, came to the share of B. K. Sehgal, partner of M/s. B. Jaimal Singh & Sons.
- The Authority of National Highway acquired a part of the land of the said Larger Property.
- By a Deed of Partnership, Dt. 01/01/1982, M/s. Jai Tading Company was formed, wherein B. K. Sehgal & Others, the partners of M/s. B. Jaimal Singh & Sons, were the other partners.
- By an Agreement to Lease, Dt. 03/01/1982, B. K. Sehgal, the Lessor, granted the lease rights of the said property in favuor of B. K. Sehgal himself, as the Lessee, for 99 years. However, the said Lease Agreement was cancelled vide a Cancellation Deed, Dt. 25/07/1985.
- By an Agreement Dt. 26/08/1985, the said B. K. Sehgal, the owner and the partner of M/s. Jai Trading Company, granted the development rights of the said property to M/s. Jai Trading Company.
- By an Agreement Dt, 10/01/1989, the said M/s. Jai Trading Company assigned the rights of FSI, Adm. 42000 Sq. Ft., of the said property to M/s. Time Builders as the Assignee therein.
- By various diverse Agreements, M/s. Time Builders sold the flats in the developed structure to various owners, who in turned registered a CHS known as 'Jai Tower CHS Ltd.'
- By an Agreement, Dt. 04/01/1982, M/s. Jai Trading Company granted the lease rights of 5500 Sq. Ft. FSI to M/s. Jai Motors, i.e. the Lessee therein.
- By an Agreement of Assignment, Dt. 20/08/1985, M/s. Jai Trading Company assigned FSI Adm. 18000 Sq. Ft. to M/s. Crown Builders, i.e. the Assignee therein, who constructed Jai



Commercial Complex, which resulted in Jai Siddhi Vinayak Premises Co-op. Soc. Ltd. However, by a Deed of Cancellation, Dt. 03/02/1990, M/s. Jai Trading Company, the Lessor and M/s. Jai Motors cancelled the aforesaid Lease Deed, Dt. 04/01/1982.

- By a Deed of Retirement, Dt. 31/01/1994, Mr. S. R. Singh Sehgal & S. G. S. Sehgal, the partners of M/s. Jai Trading Company, were retired from the said firm and Mr. S. K. S. Sehgal & Sardar M. S. Sehgal & Sardar Harbhajan Singh Sehgal continued as the partners of the said firm.
- By a Deed of Conveyance, Dt. 11/08/2006, duly registered with the office of the Sub-Registrar at Thane, under Sr. No. TNN 5 - 5288 - 2006, on 11/08/2006, the said Sardar Manjit Singh Sehgal & Other (as the owner therein) And M/s. Jai Trading Company (as the Developer therein) conveyed the subject land in favour of Shree Mahavir Associates (as the Purchaser therein), as per the terms and conditions mentioned therein.
- In the circumstances the said Shri. Mansukh Velji Shah & Others, through their POA Holder, Shri. Manjit Singh Sehgal, Harbajat Singh Sehgal, became entitled to the subject land.
- The said Shri. Mansukh Velji Shah & Others were the partners of M/s. Mahaveer Associates.
- The Property Card, with respect to the subject land, stood in the names of the said Shri. Mansukh Velji Shah & Others i.e. the partners of M/s. Mahaveer Associates.
- However, the subject property was affected due to the proposed Ring Rail and the setback was due to the said property. The owner did not claim any FSI or compensation as such.
- By a Joint Venture Agreement Dt. 05/03/2007, duly registered with the office of the Sub-Registrar's office at Thane, under Sr. No. TNN 5 - 2115 - 2007, on 15/03/2007, M/s. Shree Mahavir Associates, as the owner therein, M/s. Dev Bhoomi Realtors Pvt. Ltd., as the Developers therein, agreed for the joint development of the subject land property.
- Shree Mahavir Associates And Dev Land & Housing Ltd. formerly known as Dev Land & Housing Pvt. Ltd., i.e. the Promoters herein, is the Association of Person (AOP) of M/s. Shree Mahavir Associates And Dev Land & Housing Pvt. Ltd., constituted under Addendum to the Article of Agreement, Dt. 20/11/2007, executed on 13/12/2012.



- The Thane Municipal Corporation, the competent authority, further revised amended plan VP No. 1613/TMC/TDD/560, Dt. 07/12/20009, to authorized 16<sup>th</sup> floor building.
- The Dist. Collector, Thane granted N. A. Permissin vide its order No. Revenue/K-1/T-1/NAP/SR-206/2006, Dt. 16/06/2007.
- The Upper Dist. Collector & the Competent Authority, vide its Letter No.ULC/TA/T-1/16/2006, Dt. 10/08/2006, granted its permission to transfer the subjecland in the name of the said Shree Mahavir Associates, through its partners Shri. Mansukh Velji & Others.
- The Thane Municipal Corporation (TMC) issued Development Permission / Commencement.Certiifcate, vide its Letter bearing VP No. 1613/TMC/TDD/82, Dt. 19/01/2006, R/w. further order bearing VP No. 1613/TMC/TDD/896, Dt. 30/03/2007.
- Hence, Shree Mahavir Associates And Dev Land & Housing Ltd. formerly known as Dev Land & Housing Pvt. Ltd., i.e. the Promoters herein, are entitled to develop the subjecland porperty.
- By an Allotment Agreement, Dt. 21/02/2015, duly registered with the office of the Sub-Registrar at Thane, under Sr. No. TNN 5 - 1898 - 2015, on 21/02/2015, the said Shree Mahavir Associates And Dev Land & Housing Ltd. formerly known as Dev Land & Housing Pvt. Ltd., i.e. the Promoters herein, agreed to allot the Office No. 301, Adm. 2000 Sq. Ft. (Carpet); Office No. 305A, Adm. 277 Sq. Ft. (Carpet) & Office No. 306, Adm. 864 Sq. Ft. (Carpet), on the 03<sup>rd</sup> Floor, in the Bldg. known as 'Dev Corpora', constructed upon the subject land, to Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan & M/s. B. L. Mahajan HUF, through Karta Mr. Balkrishna Liladhar Mahajan. M/s. Shree Mahavir Associates is the First Confirming Party therein And Dev Land & Housing Ltd. formerly known as Dev Bhoomi Realtors Pvt. Ltd. is the Second Confirming Party therein.
- Hence, Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan & M/s. B. L. Mahajan HUF, through Karta Mr. Balkrishna Liladhar Mahajan, is entitled to the office properties bearing Office No. 301, Office No. 305A & Office No. 306, situated upon the subject land property.
- It further reveals that, since collective premises is capable of Sub-Division in distinct parts which can be accessible individually, the said Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan & M/s. B. L. Mahajan HUF, through Karta Mr.



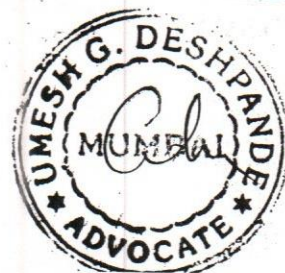
Balkrishna Liladhar Mahajan, i.e. the Sellers / Vendors herein, after taking necessary permission from the Promoters, have subdivided the collective premises No. 301 into 4 parts and have renumbered the same as Premises No. 301-A, 301-B, 301-C & 301-D. And the Collective Premises No. 306 and 305A are divided into 2 parts and have renumbered the same as Premises No. 305A/306-A, Adm. 653 Sq. Ft. (Carpet) & Premises No. 306-B, Adm. 657.88 Sq. Ft. (Carpet Area).

- We are concerned herewith the sub-divided Premises No. 306-B, having its Area Adm. 657.88 Sq. Ft. (Carpet), on 03<sup>rd</sup> Floor, in the bldg. known as 'Dev Corpora', situated upon the subject land property.
- It is further reveals that, the said Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan & M/s. B. L. Mahajan HUF, through Karta Mr. Balkrishna Liladhar Mahajan, i.e. the Sellers / Vendors herein, have intending to sell the subject office premises herein, bearing No. 306-B, having its Area Adm. 657.88 Sq. Ft. (Carpet), on 03<sup>rd</sup> Floor, in the bldg. known as 'Dev Corpora', situated upon the subject land property, to Pratiksha Padmakar Bhoir, i.e. the Proposed Purchaser herein, vide executing an Agreement for Sell, in the month of April 2015, which is on record.
- Hence, Pratiksha Padmakar Bhoir is entitled to the subject office premises bearing No. 306-B, Area Adm. 657.88 Sq. Ft. (Carpet), on 03<sup>rd</sup> Floor, in the bldg. known as 'Dev Corpora', situated upon the subject land property, subject to the registration of the said Agreement for Sale, executed by and between the said Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan & M/s. B. L. Mahajan HUF, through Karta Mr. Balkrishna Liladhar Mahajan, i.e. the Sellers / Vendors therein And Pratiksha Padmakar Bhoir, as the Purchaser therein.

Sr. No	Date of Document	Names of Parties / Particulars of the Documents	Original/Certified Photocopy/true Copy
A	--/04/2015	Draft of an Agreement for Sale, between Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan & M/s. B. L. Mahajan HUF, through Karta Mr. Balkrishna	Original copy verified by us.



		Liladhar Mahajan And Pratiksha Padmakar Bhoir (the Proposed Purchaser).	
B	21/02/2015	Registered Allotment Agreement (TNN 5 - 1898 - 2015, Dt. 21/02/2015) between Shree Mahavir Associates And Dev Land And Housing Limited formerly known as Dev Land And Housing Private Limited (as the Promoters therein) And Shree Mahavir Associates (as the First Confirming Party therein) And Dev Land And Housing Ltd. (as the Second Confirming Party therein) And Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan & M/s. B. L. Mahajan HUF, through Karta Mr. Balkrishna Liladhar Mahajan (as the Allottees/Purchasers therein).	Original copy verified by us.
C	21/02/2015	Registration Receipt of (TNN 5 - 1898 - 2015, Dt. 21/02/2015)	Original copy verified by us.
D.	21/02/2015	Index-II of (TNN 5 - 1898 - 2015, Dt. 21/02/2015)	Original copy verified by us.
6.	List of encumbrance : No charge noticed.	Nature of encumbrance : No encumbrances noticed	
7.	View on encumbrance	No encumbrances noticed	
8.	Regulatory Issues :	<p><b>Not affected by -</b></p> <ul style="list-style-type: none"> <li>▪ Land, Forest, Ceiling, Environment, rent restriction, control Law, user restrictions under Municipal / Revenue Rules &amp; Law.</li> </ul> <p><b>Also not affected by -</b></p> <ul style="list-style-type: none"> <li>▪ Any other regulatory issue</li> </ul>	





		relating to property such as requirement of permission from Development Authority under Law relating to industrial parks.
8.	List of documents/deeds provided to the Advocate and perused by him.	<ol style="list-style-type: none"> <li>1. Original Registered Allotment Agreement (TNN 5 - 1898 - 2015, Dt. 21/02/2015) between Shree Mahavir Associates And Dev Land And Housing Limited formerly known as Dev Land And Housing Private Limited (as the Promoters therein) And Shree Mahavir Associates (as the First Confirming Party therein) And Dev Land And Housing Ltd. (as the Second Confirming Party therein) And Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan &amp; M/s. B. L. Mahajan HUF, through Karta Mr. Balkrishna Liladhar Mahajan (as the Allottees/Purchasers therein).</li> <li>2. Original Registration Receipt of (TNN 5 - 1898 - 2015, Dt. 21/02/2015).</li> <li>3. Original Index-II of (TNN 5 - 1898 - 2015, Dt. 21/02/2015).</li> </ol>

List of documents found out, while examining the deeds as above and in the search in the Thane Sub Registrar's offices, affecting the property and examined.

**With Receipt No. 13305/2015, Dt. 01/10/2015 - Search for 30 years, i.e. 1986-2015.**



**Thane**

<u>YEAR</u>	<u>TRANSACTION</u>	<u>YEAR</u>	<u>TRANSACTION</u>
1986	Torn Condition	2001	Nil
1987	Torn Condition	2002	Nil
1988	Torn Condition	2003	Nil
1989	S.P.T.	2004	Nil
1990	S.P.T.	2005	Nil
1991	S.P.T.	2006	Nil
1992	S.P.T.	2007	Nil
1993	S. P. T	2008	Nil
1994	S.P.T.	2009	Nil
1995	S.P.T.	2010	Nil
1996	S. P. T	2011	Nil
1997	Nil	2012	Nil
1998	Nil	2013	Nil
1999	Nil	2014	Index-II not Ready
2000	Nil	2015	Index-II not Ready / Transaction

**2015**

Registered Allotment Agreement (TNN 5 - 1898 - 2015, Dt. 21/02/2015) between Shree Mahavir Associates And Dev Land And Housing Limited formerly known as Dev Land And Housing Private Limited (as the Promoters therein) And Shree Mahavir Associates (as the First Confirming Party therein) And Dev Land And Housing Ltd. (as the Second Confirming Party therein) And Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan & M/s. B. L. Mahajan HUF, through Karta Mr. Balkrishna Liladhar Mahajan (as the Allottees/Purchasers therein).

*for Prasad Manchekar*

Shri. Prasad Manchekar  
(Advocate Search Clerk)

11.	List of further documents called for, examined and perused	No other documents perused/ needed
12.	Whether the documents examined are duly stamped as per the Stamp Act	Yes
13	Whether the Registration endorsements are in order	Yes
14.	Certificate of examination	This is to certify that I have



		examined each and every page of the documents required for giving the title clearance certificate and do not find that transactions under the documents sham and fictitious.
15.	Certificate of title	This is to certify that the title to the property of the Proposed Borrower, i.e. Pratiksha Padmakar Bhoir (the Proposed Purchaser) is clear and marketable without any further act on the part of borrower/s herein, <b>subject to the registration of an Agreement for Sale (proposed), executed by and between the parties hereto, with respect to the captioned property.</b>
16	List of documents to be deposited for creating the mortgage by deposit of title deeds	<ol style="list-style-type: none"> <li>1. Original registered Agreement for Sale (Proposed), between Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan &amp; M/s. B. L. Mahajan HUF, through Karta Mr. Balkrishna Liladhar Mahajan And Pratiksha Padmakar Bhoir.</li> <li>2. Original Registration Receipt of registered Agreement for Sale (Proposed), between Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan &amp; M/s. B. L. Mahajan HUF, through Karta Mr. Balkrishna Liladhar</li> </ol>



		<p>Mahajan And Pratiksha Padmakar Bhoir.</p> <p>3. Original Index-II of registered Agreement for Sale (Proposed), between Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan &amp; M/s. B. L. Mahajan HUF, through Karta Mr. Balkrishna Liladhar Mahajan And Pratiksha Padmakar Bhoir.</p> <p>4. Attested True Copy of registered Allotment Agreement (TNN 5 - 1898 - 2015, Dt. 21/02/2015) between Shree Mahavir Associates And Dev Land And Housing Limited formerly known as Dev Land And Housing Private Limited (as the Promoters therein) And Shree Mahavir Associates (as the First Confirming Party therein) And Dev Land And Housing Ltd. (as the Second Confirming Party therein) And Mr. Balkrishna Liladhar Mahajan, Mrs. Shailaja Balkrishna Mahajan &amp; M/s. B. L. Mahajan HUF, through Karta Mr. Balkrishna Liladhar Mahajan (as the Allottees/Purchasers therein)..</p> <p>5. Attested True Copy of Index-II of (TNN 5 - 1898 -</p>
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		<p>2015, Dt. 21/02/2015).</p> <p>6. Original NOC, issued by the Promoter herein, to create mortgage of the captioned property by Pratiksha Padmakar Bhoir, with Union Bank of India</p> <p>7. Original Share Certificate, issued by the Society (as and when formed), in the name of Pratiksha Padmakar Bhoir (as and when issued), with respect to the captioned property.</p>
17.	Any other suggestion or Advise to protect the security interest of the Bank	No remarks.

Place : Thane

Date : 05/10/2015

Signature of the Advocate

