

"NIGAM ADVOCATES"

Late Shri SHEEL KUMAR NIGAM

M.A., LL.B.

HIGH COURT ADVOCATE

(Ex-Govt. Advocate of High Court of M.P.)



SAKET KUMAR NIGAM

B.Com., LL.B.

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OFFICE : Mini Bar Hall, District Court Campus, in between Court Room No.13 & 14, Indore

Mob. 9754477255

Dated - 30-01-2024

TITLE SEARCH REPORT (TSR)

To.
The Branch/Chief/AGM Manager,
Union Bank of India
Mid Corporate Branch, Indore

1.	Date or receipt of original title deeds/	Name & designation or the official who delivered the	Date of delivery of original title deeds/docum	Name & designation of the official to whom the original title deeds/documents along with Title Search report is
2.	Name of the Account and details of the Borrower & the mortgagor.		M/s. Stayvel Hotels Private Limited (Presently knows as Amaltas Hotels Private Limited) through Managing Director Rajendra Kumar Chadda, Add. 2, R.K. Puram Colony, Indore (M.P.)	
FULL DESCRIPTION OF THE PROPERTY				
3	3.1	Nature of Immovable Property	Plot No. 7, R.K. Puram Colony, Village Khajarani, Tehsil and Distt. Indore (M.P.) having area 2700 sq.ft. Boundaries - East: Plot No. 2 and 1 West: Road North: Plot no. 6 South : Plot no. 8	
	3.2	(i) Survey No (ii) Hissa No (iii) Ghat No (iv) Town Survey No (v) Khasra No (vi) PattaNo. (vii) KhathaNo (viii) PlotNo.	Plot No. 7, R.K. Puram Colony, Village Khajarani, Tehsil and Distt. Indore (M.P.) having area 2700 sq.ft. Boundaries - East: Plot No. 2 and 1 West: Road North: Plot no. 6 South : Plot no. 8	
	3.3	Number/Identification details as per building plan/ Map	As Above	
	3.4	Extent of Property	2700 Sq. Ft.	
	3.5	Name/s of the Owner/s	M/s. Stayvel Hotels Private Limited (Presently knows as Amaltas Hotels Private Limited) through Managing Director Rajendra Kumar Chadda, Add. 2, R.K. Puram Colony, Indore (M.P.)	
	3.6	Nature of Ownership <input type="checkbox"/> Freehold <input type="checkbox"/> Lease hold (mention the residual lease term clearly) <input type="checkbox"/> License <input type="checkbox"/> Undivided Interest (mention the shares) <input type="checkbox"/> Trust Property (mention whether the borrower is a Trustee or beneficiary) <input type="checkbox"/> Assignee/Grantee of Govt. <input type="checkbox"/> Cultivating tenant <input type="checkbox"/> Title only by possession (mention whether adverse possession/or others) <input type="checkbox"/> As a member/share holder of society	Free Hold	



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<input type="checkbox"/> As a mortgagee <input type="checkbox"/> As a servient owner of easement right <input type="checkbox"/> Any other (Please mention the nature of ownership)	
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Tracing of Title -

1. That, Plot No. 7, R.K. Puram Colony, Village Khajarani, Tehsil and Distt. Indore (M.P.) having area 2700 sq.ft. was belongs to owner Smt. Ramditibai W/o Ram Saheb Lala Radhakishan Kapoor, R/o 96, Defence Colony, New Delhi.
2. That the, Smt. Ramditibai W/o Ram Saheb Lala Radhakishan Kapoor, R/o 96, Defence Colony, New Delhi through POA Holder Lal Balkishan S/o Rai Saheb Ravakishan Kapoor, R/o 23. Ansari road, Dariyaganj, Delhi had sold Plot No. 7, R.K. Puram Colony, Village Khajarani, Tehsil and Distt. Indore (M.P.) having area 2700 sq.ft. in favour of Smt. Raviprabha Devi S/o Shri Subhashchandra Tripathi, R/o S.P. Mandsour (M.P.) by Regd. Sale Deed No. 1A/4941 dt. 10-07-1972.
3. That the, Smt. Raviprabha Devi S/o Shri Subhashchandra Tripathi, R/o S.P. Mandsour (M.P.) had sold Plot No. 7, R.K. Puram Colony, Village Khajarani, Tehsil and Distt. Indore (M.P.) having area 2700 sq.ft. in favour of M/s. Stayvel Hotels Private Limited (Presently knows as Amaltas Hotels Private Limited) through Managing Director Rajendra Kumar Chadda, Add. 2, R.K. Puram Colony, Indore (M.P.) by Regd. Sale Deed No. 1A/7451 dt. 07-03-1987.
4. That the, M/s. Stayvel Hotels Private Limited had obtained Building Construction Permission vide Memo No. 619 dt. 07-10-1989 from IMC, Indore.
5. That the, M/s. Stayvel Hotels Private Limited had changed its name to Amaltas Hotels Private Limited by Fresh Certificate of Incorporation Consequent on Change of Name dt. 25-09-1997.
6. That the, M/s. Stayvel Hotels Private Limited (Presently knows as Amaltas Hotels Private Limited) through Managing Director Rajendra Kumar Chadda, Add. 2, R.K. Puram Colony, Indore (M.P.) had mutated its name in the IMC Record by Mutation Letter No. 106 dt. 17-07-2023.
7. That the, said owner had compounded/Mergered the Commercial Plot No. 2, 5,6 and 7, R.K. Puram Colony, Indore total area 1665.12 sq.mtr. by Letter No. INDLP-6967/MERGER/20/Nagrani/2020 dt. 10-11-2020 from T and C P Deptt., Indore.
8. Thus, considering M/s. Stayvel Hotels Private Limited (Presently knows as Amaltas Hotels Private Limited) through Managing Director Rajendra Kumar Chadda, Add. 2, R.K. Puram Colony, Indore (M.P.) became the absolute owner of Plot No. 7, R.K. Puram Colony, Village Khajarani, Tehsil and Distt. Indore (M.P.) having area 2700 sq.ft.

TITLE DEED/DOCUMENT DETAILS UNDER WHICH OWNERSHIP IS ACQUIRED

5	Name/Nature of Deed	Details like office of the Registration, Regn. No & Date of Registration
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First Owner -	As stated above		
So on... up to the present owner/mortgagor	M/s. Stayvel Hotels Private Limited (Presently knows as Amaltas Hotels Private Limited) through Managing Director Rajendra Kumar Chadda, Add. 2, R.K. Puram Colony, Indore (M.P.)		
6	List of encumbrances 1) Nature of encumbrance: <input type="checkbox"/> Charge under contract <input type="checkbox"/> Mortgage <input type="checkbox"/> Negative Lien <input type="checkbox"/> Lease/tenancy <input type="checkbox"/> Right of Maintenance /reversion <input type="checkbox"/> Charge by operation of Law <input type="checkbox"/> Preemption rights <input type="checkbox"/> Right to specific performance under an agreement to sell <input type="checkbox"/> Liens/First Charge under laws <input type="checkbox"/> Right of reversion to Government <input type="checkbox"/> Lis pendens 2) Name of the person in whose favor encumbrance is subsisting. 3) Date on which encumbrance has come into existence.	N.A.	
7	View on encumbrance - In the case of encumbrance, the advocate should clearly opine as to : <input type="checkbox"/> How far such an encumbrance would affect the value of the property - N.A. <input type="checkbox"/> Any permission/approvals are required for the Bank to create security - N.A. <input type="checkbox"/> extent to which Bank's security would be jeopardized because of encumbrance - N.A. <input type="checkbox"/> Manner and cost of removal of encumbrance -N.A.		
8	Regulatory Issues: Clearly provide the following details: - No regulatory issues <input type="checkbox"/> Whether property is affected by Land Ceiling Law <input type="checkbox"/> Whether property is affected by Land fragmentation Law <input type="checkbox"/> Whether property is affected by Forest law <input type="checkbox"/> Whether property is affected by Planning Law <input type="checkbox"/> Whether property is affected by Urban Land Ceiling Law <input type="checkbox"/> Whether property is affected by rent restriction/control Law <input type="checkbox"/> Whether property is affected by Environment Law <input type="checkbox"/> Whether property is affected by user restrictions under Municipal/revenue Law <input type="checkbox"/> Any other regulatory issue relating to property such as requirement of permission from Development Authority under Law relating to industrial parks Not Applicable, property is not subject to any regulatory issue		
9.	Views on regulatory hurdles If property is affected by regulatory issues, the Advocate has to give a clear view, as to: - <input type="checkbox"/> How far such an encumbrance would affect the value of the property - N.A. <input type="checkbox"/> Any permission/approvals are required for the Bank to create security - N.A. <input type="checkbox"/> The extent to which Bank's security would be jeopardized because of encumbrance - N.A. <input type="checkbox"/> Manner and cost of removal of encumbrance - N.A.		



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10.	List of documents/deeds provided to the Advocate and perused by him 1. Original and certified copy of Regd. Sale Deed No. 1A/7451 dt. 07-03-1987. 2. Original Regd. Sale Deed No. 1A/4941 dt. 10-07-1972 3. Original Mutation Letter No. 106 dt. 17-07-2023. 4. Original Letter No. INDLP-6967/MERGER/20/Nagrani/2020 dt. 10-11-2020 from T and C P Deptt. 5. Photocopy of Fresh Certificate of Incorporation Consequent on Change of Name dt. 25-09-1997.	
11.	List of documents found out while examining the deeds as above and in search in offices of registrar / revenue authorities affecting the property and examined	Registration particulars number and date and page particulars as given in title deed tally with particulars as stated in certified copy as obtained from registrar's office
12.	List of further documents called for, examined, and perused <input type="checkbox"/> Advocate should provide the list of further documents asked for and examined <input type="checkbox"/> In case further documents are not necessary, the Advocate should make a statement here that further documents are not necessary	
13.	Whether documents examined are duly stamped as per the Stamp Act. Advocate should clearly state as to whether the documents are duly stamped or not as per	Yes
14.	Whether the Registration endorsements are in order Advocate should clearly state as to whether registration endorsements are regular	Yes
15.	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"	
16.	CERTIFICATE OF TITLE - "This is to certify that the title to the property of the borrower is clear and marketable without any further act on the part of borrower", "This is to certify that the title to the property of the borrower is clear and marketable, if the following acts/deeds are done or caused to be done: -	
17.	List of documents to be deposited for creating the mortgage by deposit of title deeds 1. Original and certified copy of Regd. Sale Deed No. 1A/7451 dt. 07-03-1987. 2. Original Regd. Sale Deed No. 1A/4941 dt. 10-07-1972 3. Original Mutation Letter No. 106 dt. 17-07-2023. 4. Original Letter No. INDLP-6967/MERGER/20/Nagrani/2020 dt. 10-11-2020 from T and C P Deptt. 5. Photocopy of Fresh Certificate of Incorporation Consequent on Change of Name dt. 25-09-1997. 6. Original Property Tax Receipt in the year 2023-24. 7. Affidavit and declaration as usual. 8. Affidavit of present owner that property is not subject to litigation or dispute. "This is to certify that the above documents if taken would create valid mortgage by deposit of title deeds"	
18.	Any other suggestion or Advise to protect the security interest of the Bank : An affidavit of owner should be taken in respect of any litigation / court attachments / injunction/ stay order/ acquisition by govt. / local authorities etc. is not pending in respect of said property and Spot inspection of property	

Indore

(SAKET KUMAR ADVOCATE)

Search receipt no. _34200120244426147 dated 20-01-2024.





Registration and Stamp Department
(Commercial TAX) MP



Receipt

Reference ID	3420012024426147
Payment Transaction ID	PTID2001202460869114
Service	Document Search fee - Manual Process
Revenue Major Head	0030
Revenue Sub major head	03
Revenue Minor head	800
Mode of Payment	SP CREDIT LIMIT
Amount paid	1500
Payment done by	NEHA CHOURASIYA
Date of payment realized in Sampada	20-01-2024 06:53 am
Consumption Status	NOT CONSUMED
Case Number	NA
Party Name	Mr Saket Kumar Nigam Advocate
Consumed Office Name	NA
Consumed By User	NA
No of years	30
Duration	1994-1995 To 2023-2024