**REOUISITION OF THE VENDOR'S TITLE TO THE PROPERTY**

Re : Sale of the property situate at Village………….Taluka ........................I admeasuring ………….sq. mts. bearing Survey No.........................(Part) and City survey No . ………….………….(Part).

Gaurav Saurabh Co. Ltd . ………….Vendors

to

Gupta Construction Co . ........................Purchaser

**Purchaser's requisitions on the Vendor's title to the above property**

**Prefatory Note**

The following requisitions are made on the title as appearing from the title deeds and documents produced up to now by the Vendors and which are so made without prejudice to any other or further requisitions arising from the inspection of the title deeds or documents not yet produced for' inspection or title deeds or documents not yet completed or from answers to these and such requisitions or from searches from the office of the Sub Registrar of Assurances and/or Collector and/or Courts and the right to make any other or further requisitions is hereby expressly reserved.

Please produce for our inspection the original or certified true copies of the following documents:

(i) Deed of sale dated ………….made between Shri X and Shri Y and Shri Z

(ii) Supplemental Deed of sale dated ………….made between Shri X and ShriY and Shri Z

(iii) Deed of Conveyance dated ………….1963 made between A and The Motor Industries Limited.

(iv) Order of the Standing Committee of B.M.C. according sanction to sub division of the properties conveyed to The Motor Industries Limited.

(v) Any other documents relevant to the subject property.

2. (a) The Vendors are seized and possessed of pieces or parcels of land admeasuring ………….square metres out of which Vendors have agreed to sell to the Purchaser portion admeasuring ……….sq. feet F.S.I. and right to construct residential flats thereon.

 (b) The Government of Maharashtra has by its Order dated ………….exempted land admeasuring ………….square metres out of the holding of ………….square metres for the purpose of Industry.

(c) The Government of Maharashtra through the Under Secretary to the Government has by its Order bearing No. ULC ………….dated………….allowed and permitted the Vendors to inter alia construct commercial godown/office space facilities on portion of the land admeasuring ………….sq. mtrs. out of the earlier exempted land.

 (d) The said Order dated ………….inter alia states that

(a) the said land admeasuring ………….sq. mts. shall be used for constructing commercial godown/office space facilities and running the existing Industrial Unit;

(b) the godown/office space which will be constructed can be sold for constructing commercial godown/office space facilities and in case the Vendors propose to sell for any other purposes prior approval of State Government would be necessary.

(e) Please confirm that the portion of the land agreed to be sold to the purchaser forms portion of the said exempted area admeasuring ………….sq. mtrs.

(f) Please confirm that the vendors shall prior to payment of Rs . ………….as specified in clause …...….of the Agreement of sale dated ………….executed between the Vendors and the Purchaser obtain permission from the appropriate authority under the ULCR Act or the Government of Maharashtra for the use of the exemption for residential purpose.

3. (i) From the perusal of the copy of Indenture of Conveyance dated ..................... made between the Motor Industries Ltd. and the Vendors it appears that the Motor Industries Ltd. while conveying the entire property admeasuring ………….sq. mtrs. provided an access to the said property by granting a right of way over its other plot of land.

(ii) By the same Indenture of Conveyance, the Vendors have in turn granted to the Motor Industries Ltd. a right of way over a portion of the property conveyed to the vendors.

(iii) Under the Agreement for sale dated ………….the Vendors have agreed that Purchaser will be entitled to feet wide common mutual right of way through the Vendors larger property.

(iv) Please clarify whether

(a) the said………….feet wide common mutual right of way leads directly to Public road; or

(b) to enable the Purchaser to have approach to the public road, in addition to the said ………….feet wide common mutual right of way.

(v) Whether the area agreed to be sold to the Purchaser will in any way be affected by the covenant of right of way granted by the Vendors to the Motor Industries Ltd. under the said Indenture of Conveyance dated .....................

(vi) Are there any ways, passages, rights of way or privileges common with any other property. If so please give particulars thereof.

4. (i) Under the said Indenture of Conveyance dated ………….The Motor Industries Ltd. have given to the Vendors covenant for production of the documents mentioned in the Third Schedule thereto. Please confirm that the Vendors will be granting the benefit of this covenant of production of title deeds in favour of the Purchaser.

 (ii) The Motor Industries Ltd. in their letter dated ………….copy whereof has been forwarded to M/s . ………….the Vendor's solicitors stated that

(a) A strip of land on southern boundary out of the entire property sold to the Vendors is still shown belonging to the Motor Industries Ltd as part of City Survey No.

(b) The right of access is given to the Motor Industries Ltd near the northern boundary for having access from the plot bearing C.S. No . ………….to C.S. No..............

(c) The Motor Industries Ltd. have also claimed the dues if any paid by the Motors Industries Ltd. in respect of plot bearing C.S. No . ..................

(d) Accordingly, the sub division/amalgamation order will have to be obtained from the Deputy Collector since at present non agricultural assessment is common for plots bearing C.S. Nos . ………….and ………….

In the circumstances, the Motor Industries Ltd have objected to the sale of the above property till all the above matters are not cleared. Please clarify the issues raised by the Motor Industries Ltd and specifically whether the strip of land on the southern boundary shown as part of Survey No . ………….and the portion over which the access has been granted near the northern boundary in any way affects the property agreed to be sold to the Purchaser or forms part of the property agreed to be sold to the Purchaser.

5. Please state whether the predecessors in title of the Motor Industries Ltd have given any covenant for production of title deeds to the Motor Industries Ltd and if so, whether the said covenant is running with the land so that the Purchaser will also be entitled to the benefit of the covenant.

6. Since the area agreed to be sold to the Purchaser will be sub divided at a later stage when the entire property of the Vendors is fully developed, please confirm that the Vendor will demarcate the said property agreed to be sold to the Purchaser by a fence.

7. In the records of Tahsildar, the entire property conveyed to the Vendors by the *Motor* Industries Ltdstill stands in the name of the Motor Industries Ltd.Please confirm that the Vendor will make the necessary application and prior to the payment by the Vendors of the sum specified in clause 2(c) of the Agreement for sale have the property transferred to their name in the records of Tehsildar .....................

8. Please produce all notices, notifications, orders and requisitions including orders under the ULCR Act issued in respect of the subject property by the Government, Municipality and any other competent authorities.

9. Please specify the original document and/or certified true copy of the documents that will be handed over to the Vendors.

10. Please give the particulars of all the restrictive covenants and conditions and provisions affecting the property either in respect of the user of the buildings or structures thereon or the rights of neighbors in or upon or in respect of the property agreed to be sold.

11. (a) What is the tenure of the property?

(b) What are the rights and privileges and also the liabilities and obligations of the said tenure?

12. Please state who is in possession of the said property and in the receipt and enjoyment of the rents and profits thereof.

13. Is the property agreed to be sold is in occupation of the tenants or sub tenants and, if so, give particulars thereof?

14. Are there any lease or sub lease in respect of the subject property? If so, please give particulars thereof and produce the necessary documentation for inspection.

15. Please state whether there is any charge, lien, mortgage or any encumbrance or other prejudicial circumstances affecting the said property? If so, please give full particulars thereof and how the Vendors propose to clear or remedy or discharge the same.

16. Are the Vendors aware of any mortgage, encumbrances, lien, charge or trust or any secret trust now in existence affecting the property and have the Vendors or any person interested in the property or making a claim on the property created any such encumbrance, lien, charge, trust or secret trust or any claim in the nature of maintenance, succession, dowry or any deed or document, fact or omission affecting the property under sale not disclosed by the title deeds or documents so far produced for purchaser's inspection? If so, the Vendors are required to disclose particulars thereof in full.

17. Are the vendors aware of any judgment, Government due, annuity, lis pendens,lease, mortgage or writ of execution, bankruptcy or insolvency, or any charge or encumbrance deed or document affecting the said property and/or the vendors, title thereto and not disclosed in the deeds produced for inspection?

18. Is the said property agreed to be sold or any part thereof subject to any liabilities to repair any roads, passages, sewers, drains or other similar liabilities? If so, give full particulars.

19. State whether any fine or penalty has been levied upon the Vendors in respect of the said property. If so, give full particulars and satisfy that the same have been duly paid. Produce receipt for such payment.

20. Is there in the knowledge of the Vendors any settlement, deed or any encumbrances affecting the said property agreed to be sold not disclosed in the deeds produced for inspection?

21. Please give particulars of all adverse claims or previous litigations relating to or affecting the said property agreed to be sold.

22. Have the roads, footpaths and sewers (if any) abutting on the property agreed to be sold taken over by the local authorities and whether all charges on account thereof are paid?

23. Are there any charge on the said property agreed to be sold or any part thereof under section 55 of the Transfer of Property Act, 1882 or otherwise, if so, give full particulars.

24. (a) Has there been any encroachment on the adjoining lands?

(b) Have the adjoining owners made encroachment whatsoever on the said property agreed to be sold? If so, give and disclose all particulars and remove satisfactorily the encroachments and encumbrances made by the adjoining owners of the said property agreed to be sold.

(c) Please state whether the owners of the adjoining properties have created any building or structure close to or adjoining the boundary which in any way obstructs the light or air passing to the said property agreed to be sold.

25. The Vendors are requested to state whether ever since they purchased the said property they are in sole exclusive and uninterrupted possession and enjoyment of the said property or whether the Vendors have received any claims or objections to their title. If so, disclose the same.

26. Has any person got any right or charge for residence or maintenance or otherwise in the property or any part thereof by virtue of any deed, will or writing or otherwise however? If so please give full particulars thereof.

27. (a) Are there any part walls, hedges or fences? If so, please state the nature of rights enjoyed in respect thereof.

(b) Is the property agreed to be sold separated from the adjoining properties by compound walls or hedges, fences. If so, please give full particulars. If such walls, part walls, hedges or fences are owned or held by the vendors jointly with the neighboring owners, please give particulars of the terms and conditions on which they are jointly owned or held specifically mentioning the terms regarding repair, maintenance and ownership thereof, please adduce evidence in support of your answer, producing any agreement or writing in that behalf.

(c) Is any amount remaining due and payable in respect of such common walls? If the Vendors have not paid the amount in respect of such common walls the Vendors shall have to provide for the same. If the amount is paid, please produce the receipt for the same.

29. (a) Have the Vendors at any time before the execution of the present agreement for sale entered into an agreement for sale, mortgage or lease of the above property agreed to be sold or any part thereof? If so, state when and with what result, give full particulars.

(b) Have the Vendors entered into any agreement either with the appropriate authority or any other person or persons relating to the property? Please give particulars.

29A. Have the present or previous owner/s of the said property acquired any easement or any other right in or upon or over any of the adjoining properties? If so, please state the origin and precise nature and extent of such easement or right.

30. Please give full particulars of all restrictive covenants and conditions and provisions affecting the property either in respect of the use or conditions of building or structures thereon or the rights of neighbors in or upon or in respect of the said property.

31. (a) Please produce the plan of the property issued by the City Survey Officer and also produce certified extract of the entry in the City Survey Register in respect of the property agreed to be sold.

(b) Please state whether the property is under reservation in Development Plan or Town Planning Scheme.

32. State whether the said property is within the set back or set forward line or whether the said property is within the regular line of the street, road or highways?

33. Have the Vendors received any notice of acquisition or requisition in relation to the said property or any part thereof from the Government or any public body or office or military authority? If so, please disclose the same.

34. (a) Has any notice been issued and/or received by the Vendors from the Collector and/or the Government of India or the State of Maharashtra or from any other public body, authority, civil or military or otherwise in respect of any work to be done or any act to be refrained from in reference to the said property? If so, please disclose particulars thereof.

(b) Have the Vendors received any notice from the Collector attaching the property for non payment of any assessment of tax or otherwise? If so, please give details.

35. Have the Vendors or their predecessors in title received any notice under the Land Acquisition Act, the Epidemic Diseases Act, Land Acquisition Act or any other statutory enactment or other public body or under any development plans (i) requiring any work to be done with respect to the said property; or (ii) for requisition of the said property; (iii) acquisition of the said property; or (iv) for repairs, alterations or additions to the said property; (v) declaring any part of the said property unfit for human habitation or otherwise in connection with the above property or any part thereof or appertaining thereto or for any other purpose or under the Municipal Act or other Statute or in any other way relating to the said property? If so, please give particulars and furnish copies thereof and state which of them have been complied with and which have not been complied with and why?

36. The Vendors are required to state whether the property agreed to be sold or any part thereof is in any manner affected by the provisions of the following Acts or any of them or the right of the Vendors to the property is in any manner prejudicially affected or restricted or as a result whereof the sale in favour of the purchaser cannot be completed

(i) Bombay Tenancy and Agricultural Land Act, 1948

1. (ii)                Salsette Estate (Land Revenue Exemption Abolition) act, 1951
2. (iii)               Bombay khoti (Abolition) Act, 1951

(iv) Bombay Personal Laws Abolition Act, 1951

(v) Maharashtra Agricultural Lans (ceiling on Holdings)Act, 1961.

(vi) Land Registration Act.

(vii) Maharashtra Slum Area (Improvement Clearance and Redevelopment) Act.

(viii) Maharashtra (Preventive Unauthorised Structure) Vacant Land Act.

(ix) Maharashtra Town Planning Act.

(x) Urban Land (Ceiling and Regulation) Act.

(xi) Foreign Exchange Management Act.

(xii) Bombay Prevention of Fragmentation and Consolidation of Holdings Act.

37. Please state whether they have received any notice under section 32 of Bombay Metropolitan Region Development Act, 1974 acquiring the property agreed to be sold. If so, please state as to how the Vendors propose to cure this defect to the property.

38. Has the property or any part thereof been notified or declared as a slum area under Maharashtra Slum Area (Improvement Clearance and Redevelopment) Act, 1971? If so, please give full details and explain how the Vendors propose to rectify the defect.

39. Has any person constructed any temporary or permanent structure on the said land. If so', whether necessary permission has been taken from the appropriate authorities or not? if 'so, please produce proof.

40. Please state whether the property agreed to be sold is subject to any restrictive covenant under the Municipal Development Rules as to construction of buildings and structures and whether the same or any part thereof is comprised in any development scheme of the Corporation of Greater Bombay. If so, please give full particulars.

41. Does there exist any agreement or contract with the Bombay Municipal Corporation or the Government or any of the adjoining owners or any other body or person whomsoever whereby

(a)the full beneficial enjoyment of the said property agreed to be sold or any part thereof is liable to be terminated, extinguished or curtailed;

(b)any sum of money becomes or may become charged upon or payable out of the said property by the owners thereof for the time being;

(c)the said property or any part thereof is liable to be removed or pulled down. If there be any such agreement please give particulars thereof and produce the originals of the same.

42. Are all debts and liabilities in respect of the said property and in respect of the income and profits thereof due to and in favour of the Government and Bombay Municipality and all other charges of public nature including Income tax and other revenue impost fully discharged up to date? If so, please produce necessary documentary evidence in that behalf. If not, the Vendors will have to pay and discharge the same before the completion of sale.

43. Is the said property subject to any other payment other than Municipal rates, taxes and assessments and collector's assessment and dues.

44. Please state whether any cess or betterment charges are levied by the State Government in respect of the said property under the Bombay Metropolitan Region Development Authority Act, 1974 and whether the same have been paid. Please produce the last paid up bills in respect of the said cess and betterment charges.

45. All the rents, rates, taxes, assessments dues and leviable in respect of the property will have to be paid by the Vendors before completion of the sale herein and satisfy the Purchaser with necessary evidence that the same have been paid off. Please confirm.

46. Please produce the current paid up Municipal bills in respect of the said property.

47. Please produce current paid up repair cess bill, revenue and assessment bills in respect of the above property agreed to be sold. Please state whether there are any bills of the Municipal taxes, land revenue or repair cess in arrears and if so state what amount is due and give particulars thereof.

48. Is the property agreed to be sold insured and if so, for what period and for what amount and up to what date and with which insurance company, and in whose name/s. Please produce the original insurance policy for our inspection.

49.'Please confirm that the Vendors will produce the Income tax 'clearance certificate under section 230A of the Income tax Act prior to the payment of instalments specified In clause 2(c) of the said agreement for sale.

50. Have the Vendors discharged all the liabilities with regard to Income tax, Super tax, Wealth tax, Expenditure tax, Sales tax and other taxes? Please produce proof.

51. As regards payments of Income tax, has any attachment under any provisions of the Indian Income tax Act, 1961 been levied upon the property agreed to be sold for any amount that may be due from the Vendors. If so, please give the particulars And state whether the said attachment has been raised or not. If not, please state what the Vendors propose to do in the matter.

52. Is there any prohibitory order from the Income tax Department asking the Vendors not to deal with or transfer the property? The Vendors are required to satisfy the Purchaser on this point.

53. Is the said property agreed to be sold or any part thereof subject to arty attachment, litigation or other process of court? If so, please disclose the same and give full particulars thereof.

54. (a) Is the property now subject to any lis pendensor any process of the Court, if so, please disclose the same.

(b) Is there any suit or other proceedings pending in any Court, Judicial Magistrate or elsewhere and affecting, concerning or relating to the property agreed to be sold? If so, please give full particulars thereof.

55. Have the Vendors been surety for any person or produced title deeds of the property agreed to be sold to justify suretyship? If so please give particulars.

56. Please furnish true copy of the Memorandum and Articles of Association of the Company, the last audited balance sheet and profit and loss account.

57. Please state whether a resolution has been passed by the Vendors authorising the Vendors to sell the subject property and authorising the directors of the company to execute the Indenture of Conveyance on its behalf. Please produce a certified true copy of such resolution for inspection.

58. Please confirm that by selling the above property, the Vendors are not disposingoff, the whole or substantially the whole of its undertaking so as to attract the provisions of section 293(l)(a) of the Companies Act, 1956.

59. Is there any settlement deed or commission affecting the property or any part thereof not disclosed by the title deeds produced for the inspection? If so, please give full particulars thereof.

60. Are there any circumstances other than that might have been disclosed by thetitle deeds produced to us which can or may operate to prevent the Vendors from selling the subject property to the Purchaser absolutely and free from all encumbrances and claims? if so, please disclose the same.

61. Are the Vendors aware of any other person or persons besides the Vendors interested or claiming or having claimed to be interested in the said property in any way and if so, in what capacity and what is the nature and extent of his or their interest and in what capacity.

62. Have the Vendors done any act, deed or thing whereby their right to sell the said property has been prejudicially affected?

63. Is there any material defect in the said property or the title thereof of which the Vendors or their agents are aware and which the Purchaser cannot with ordinary diligence discover? If so, please give details of the same.

64. Does the property stand in the name of the Vendors in the Collector's and Municipal Records? If not, please state in whose name it stands at present.

65. Please state whether plans in respect of building to be erected and/or constructed will be passed by the Municipal authorities.

66. Have any other persons besides the Vendors got any interest in the property?

67. (1) Please state whether the Vendors hold any vacant land in excess of the ceiling limit and whether the Vendors have filed statement under section 6 of the Urban Land (Ceiling & Regulation) Act, 1976. If so, the Vendors are requested to produce a certified true copy of the same.

(h) Please confirm that the Vendors are in no way/will not in any way be restricted under the provisions of ULCR Act from selling of the subject property.

Dated this ……….day of……….

Vendor’s Advocate Purchaser's Advocates