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**Ashwin R. Patil**  
ADVOCATE

TITLE REPORT  
AND  
NON ENCUMBRANCE CERTIFICATE  
TO WHOMSOEVER IT MAY CONCERN

Under instruction from my client RAKSHAMWAR PRAMOD (HUF), acting through its Karta SHRI. PRAMOD S/o WASUDEORAO RAKSHAMWAR, Resident of Nehru Nagar, Nandanwan Road, Nagpur, Pin Code No. 440009, Tahsil and District NAGPUR acting through its duly Constituted Attorney M/S. NAKSHATRA INFRAVENTURE, a Partnership Firm, having its Plot No. 10-C, Flat No. 103, K. B. Tower, Nagar Vikas Society, Manish Nagar, Somalwada, Nagpur and acting through its Partners (1) MISS. SHIVANI D/o VIJAY RAUT, Resident of Plot No. 09, Chhatrapati Nagar, Wardha Road, Nagpur, Pin Code No. 440015, (2) MRS. ANURADHA S/o PRAVIN GULRANDHE, Resident of Plot No. 10-C, Flat No. 103, K. B. Tower, Nagar Vikas Society, Manish Nagar, Somalwada, Nagpur, Pin Code No. 440015, Tahsil and District - NAGPUR, (3) MRS. SADHANA W/o PRAMOD RAKSHAMWAR, Resident of 492, Nehru Nagar, Nandanwan Road, Nagpur, Pin Code No. 440009, Tahsil and District NAGPUR. I have investigated the title relating to ALL THAT Piece and Parcel of land bearing Amalgamated Plot No. R8-R1 out of the sanctioned layout, containing by total admeasurements 2780.0964 Sq. Mtrs. (i.e. 29924.9576 Sq. Ft.), being a portion of the entire land bearing Khasra No. 1 of Mouza - PIPLA, Patwari Halika No. 38 TOGETHERWITH a Multistoreyed Building proposed to be constructed on the said Plot of land and to be known and styled as "NAKSHATRA-I", situated at village Pipla, within the limits of the Grampanchayat Pipla (Ghogli) in Tahsil - Nagpur (Rural) and District - NAGPUR and my findings are as under :

(1) THAT ALL THAT Piece and Parcel of land bearing Khasra No. 1 having an area of 2.54 Hectare R. of Mouza - PIPLA, Patwari Halika No. 38, situated at village Pipla, within the limits of the Grampanchayat Pipla (Ghogli) in Tahsil - Nagpur (Rural) and District - NAGPUR, Originally belonged to (1) Shri. Shri. Avinash Deoraaji Nikam (2) Shri. Satish Baburao Nikam, (3) Shri. Pradeep Baburao Nikam, (4) Smt. Rajni Sheredrao Nimbalkar, (5) Ku. Sandhya Baburao Nikam, (6) Smt. Suman Shamraoji Nimbalkar, (7) Smt. Kusum Ramnathrao Wagh, (8) Smt. Chhabutai Sudhakarrao Nimbalkar, being their ancestral property.

(2) THAT the Urban Land (Ceiling and Regulation) Act, 1976 having come into force w.e.f. 17-2-1976 the said Shri. Shri. Avinash Deoraaji Nikam and Others had filed a Statement/Return Under Section 8 (4) of the said Act before the Collector

  
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and Competent Authority, U.L.C., Nagpur and on completion of his enquiry, the said authority vide its Order passed in ULC Case No. 189/2006 Dated 30.06.2006 declared 12000 Sq.Mtrs. of land out of the aforesaid Khasra No. 1 of Mouza – Pipla as a Retainable land and the remaining land of 13400 Sq.Mtrs. as a Surplus vacant land within the meaning of the said Act.

(3) THAT accordingly the aforesaid (1) Shri. Shri. Avinash Deoraoji Nikam (2) Shri. Satish Baburao Nikam, (3) Shri. Pradeep Baburao Nikam, (4) Smt. Rajni Sharadrao Nimbalkar, (5) Ku. Sandhya Baburao Nikam, (6) Smt. Suman Shamraoji Nimbalkar, (7) Smt. Kusum Ramnathrao Wagh, (8) Smt. Chhabutai Sudhakarrao Nimbalkar entered into an Agreement of Development with M/s. Shree Infrastructures, A Partnership Firm, and acting through its Partner Shri. Chandrakant baburaoji Suramwar in respect of the aforesaid property.

(4) THAT the said (1) Shri. Shri. Avinash Deoraoji Nikam (2) Shri. Satish Baburao Nikam, (3) Shri. Pradeep Baburao Nikam, (4) Smt. Rajni Sharadrao Nimbalkar, (5) Ku. Sandhya Baburao Nikam, (6) Smt. Suman Shamraoji Nimbalkar, (7) Smt. Kusum Ramnathrao Wagh, (8) Smt. Chhabutai Sudhakarrao Nimbalkar also executed a General Power of Attorney in favour of (1) Shri. Chandrakant S/o Baburao Suramwar, (2) Shri. Saurabh Arun Nagulwar on 14.07.2006, which is duly registered at the Office of Sub-Registrar, Nagpur-8 in Book No. 4 at Registered Serial No. 3895/2006 on 14.07.2006.

(5) THAT the said Shri. Shri. Avinash Deoraoji Nikam and Others lateron applied for exemption to the aforesaid surplus vacant land containing by admeasurement 13400 Sq.Mtrs. under the Talegaon Dabhade Scheme.

(6) THAT considering the application of the said Shri. Shri. Avinash Deoraoji Nikam and Others the Government of Maharashtra through Competent Authority, (U.L.C.), Nagpur vide his Order Dated 28.07.2006 passed in Case No. ATP/ULC/TD(754)/2006/1550 exempted the said surplus vacant land Under Section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 (33 of 1976) for providing Plots and/or Construction of Tenements thereon.

(7) THAT the said Shri. Avinash Deoraoji Nikam and Others acting through Power of attorney Holder Shri. Chandrakant Baburao Suramwar has got the above said land bearing Khasra No. 1 of Mouza – Pipla is converted for Non-Agricultural (Residential) Use by the Collector, Nagpur vide his Order Dated 05.09.2006 passed in Revenue Case No. 639/NAP-34/2005-2006.

(8) THAT the said Shri. Avinash Deoraoji Nikam and Others acting through Power of attorney Holder Shri. Chandrakant Baburao Suramwar prepared a Plan of the layout for the said Khasra No. 1 consisting of various Plots of different sizes

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therein and the said layout is duly sanctioned and approved by the Asst. Director, Town Planning, Nagpur vide Permit No. अतुपीक/पी. प्लान/स.नं. 1/सकन/3066 Date - 07.07.2007.

(9) THAT (1) Shri. Shri. Avinash Deoraoji Nikam (2) Shri. Satish Baburao Nikam, (3) Shri. Pradeep Baburao Nikam, (4) Smt. Rajni Sharadrao Nimbalkar, (5) Ku. Sandhya Baburao Nikam, (6) Smt. Suman Shamraoji Nimbalkar, (7) Smt. Kusum Ramnathrao Wagh, (8) Smt. Chhabutai Sudhakarrao Nimbalkar alongwith M/s. Shree Infrastructures, A Partnership Firm, and acting through its Partner Shri. Chandrakant Baburaoji Suramwar lateron jointly transferred/sold the Retainable Plot No. R-1 out of the said layout, containing by total admeasurements 1491.57 Sq. Mtrs. (i.e. 15055.26 Sq. Ft.) being a portion of the entire land bearing Khasra No. 1 of Mouza - PIPLA, Patwari Halka No. 38, situated at village Pipla, within the limits of the Grampanchayat Pipla in Tahsil - Nagpur (Rural) and District - NAGPUR by way of sale to (1) Shri. Pramod Wasudeorao Rakshamwar (HUF), (2) Shri. Chandrakant Baburaoji Suramwar, by a Sale Deed Dated 19.07.2007, which is duly registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 4671/2007 on 20.07.2007.

(10) THAT in the like manner (1) Shri. Shri. Avinash Deoraoji Nikam (2) Shri. Satish Baburao Nikam, (3) Shri. Pradeep Baburao Nikam, (4) Smt. Rajni Sharadrao Nimbalkar, (5) Ku. Sandhya Baburao Nikam, (6) Smt. Suman Shamraoji Nimbalkar, (7) Smt. Kusum Ramnathrao Wagh, (8) Smt. Chhabutai Sudhakarrao Nimbalkar alongwith M/s. Shree Infrastructures, A Partnership Firm, and acting through its Partner Shri. Chandrakant Baburaoji Suramwar lateron jointly transferred/sold the Retainable Plot No. R-8 out of the said layout, containing by total admeasurements 1482.10 Sq. Mtrs. (i.e. 15953.32 Sq. Ft.) being a portion of the entire land bearing Khasra No. 1 of Mouza - PIPLA, Patwari Halka No. 38, situated at village Pipla, within the limits of the Grampanchayat Pipla in Tahsil - Nagpur (Rural) and District - NAGPUR by way of sale to (1) Shri. Manoj Baburaoji Suramwar, (2) Shri. Pramod Wasudeorao Rakshamwar (HUF), by a Sale Deed Dated 18.07.2007, which is duly registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 4672/2007 on 20.07.2007.

(11) THAT Shri. Chandrakant Baburaoji Suramwar lateron transferred/sold his 50 PERCENT UNDIVIDED share and interest in Retainable Plot No. R-1 out of the said layout, containing by total admeasurements 1491.57 Sq. Mtrs. (i.e. 15055.26 Sq. Ft.) being a portion of the entire land bearing Khasra No. 1 of Mouza - PIPLA, Patwari Halka No. 38, situated at village Pipla, within the limits of the Grampanchayat Pipla in Tahsil - Nagpur (Rural) and District - NAGPUR by way of sale to Shri. Rakshamwar Pramod (HUF) acting through its Karta Shri. Pramod Wasudeorao

  
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Rakshamwar, by a Sale Deed Dated 24.08.2009, which is duly registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 6337/2009 on 22.09.2009.

(12) THAT in the like manner Shri. Manoj Baburaoji Suramwar lateron transferred/sold his 50 PERCENT UNDIVIDED share and interest in Retainable Plot No. R-8 out of the said layout, containing by total admeasurements 1482.10 Sq. Mtrs. (i.e. 15953.32 Sq. Ft.) being a portion of the entire land bearing Khasra No. 1 of Mouza – PIPLA, Patwari Haika No. 38, situated at village Pipla, within the limits of the Grampanchayat Pipla in Tahsil – Nagpur (Rural) and District – NAGPUR by way of sale to Shri. Rakshamwar Pramod (HUF) acting through its Karta Shri. Pramod Wasudeorao Rakshamwar, by a Sale Deed Dated 24.08.2009, which is duly registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 6388/2009 on 22.09.2009.

(13) THAT, the aforesaid Plot No. R-1 is also Released by the Nagpur Improvement Trust, Nagpur under its Regularization Scheme. And accordingly a Release Letter to that effect is also issued by the Assistant Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Release Letter No. AE(m)-1/122 Dated 01.03.2013 in Tracking No. 2012020371 and Layout ID 201202032. As per the Release Letter dated 01-03-2013 the area of the said Plot No. R-1 is shown and declared as 1226.52 Sq. Mtrs.

(14) THAT, the aforesaid Plot No. R-8 is also Released by the Nagpur Improvement Trust, Nagpur under its Regularization Scheme. And accordingly a Release Letter to that effect is also issued by the Assistant Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Release Letter No. AE(m)-1/122 Dated 01.03.2013 in Tracking No. 2012020371 and Layout ID 201202032. As per the Release Letter dated 01-03-2013 the area of the said Plot No. R-8 is shown and declared as 1482.10 Sq. Mtrs.

(15) THAT Shri. Rakshamwar Pramod (HUF) later on decided to develop the said Plot Nos. R-1 and R-8 in to RESIDENTIAL estate by Constructing a multistoried Building thereon consisting of various self contained separate apartment therein.

(16) THAT accordingly by an Agreement of Development and Sale Dated 15.06.2015 Shri. Rakshamwar Pramod (HUF) acting through its Karta Shri. Pramod Wasudeorao Rakshamwar has entrusted the entire work of Development of the said Retainable Plot No. R-8 to M/s. Nakshatra Infrastructure acting through its Partners (1) Ku. Shivani Vijay Raut, (2) Mrs. Anuradha Pravin Gulrandhe, (3) Mrs. Sadhana Pramod Rakshamwar, upon the several terms and conditions contained therein and the said Agreement is duly Registered in the Office of the Sub-Registrar Nagpur

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(Rural)-7 in Book No. 1 at Registered Serial No. 4660/2015 on 17.08.2015. By the same Agreement it further specifically agreed to execute various Agreements to Sell and Sale Deeds each relating to the Undivided proportionate share and interest in the said Plot of land in favour of each such individual prospective Purchaser as may be nominated by the M/s. Nakshatra Infraventure.

(17) THAT for completion of the said proposed Multistoreyed Building the Shri. Rakshamwar Pramod (HUF) acting through its Karta Shri. Pramod Wasudeorao Rakshamwar has executed an Irrevocable General Power of Attorney in favour of M/s. Nakshatra Infraventure acting through its Partners (1) Ku. Shivani Vijay Raut, (2) Mrs. Anuradha Pravin Gulrandhe, (3) Mrs. Sadhana Pramod Rakshamwar, the Confirming Party hereinabove named on 15.05.2015 and thereby allowed it to develop the said Plot No. R-8 and the said Power of Attorney is duly registered in the Office of the Sub-Registrar, Nagpur (Rural)-7 at Registered Serial No. 4661/2015 on 17.05.2015.

(18) THAT, Shri. Rakshamwar Pramod (HUF) acting through its Karta Shri. Pramod Wasudeorao Rakshamwar lateron applied to the Nagpur Improvement Trust, Nagpur for amalgamation of the aforesaid Plot Nos. R-1 and R-8 into single unit. Considering his request the Nagpur Improvement Trust, Nagpur lateron amalgamated the aforesaid Plot Nos. R-1 and R-8 into single unit. And accordingly an Amalgamation Letter to that effect is also issued by the Assistant Engineer (Metro), Nagpur Improvement Trust, Nagpur in favour of Shri. Rakshamwar Pramod (HUF) acting through its Karta Shri. Pramod Wasudeorao Rakshamwar vide its Amalgamation Letter No. AE-01(Metro)/330 Dated 27.07.2015 in Tracking No. 2013042267 and Layout ID No. 201202032. As per the said Amalgamation letter Dated 27.07.2015 the Plot Number mentioned as R8-R1 containing by admeasurements 2780.0984 Sq. Mtrs.

(19) THAT Shri. Rakshamwar Pramod (HUF) acting through its Karta Shri. Pramod Wasudeorao Rakshamwar has executed an Irrevocable General Power of Attorney in favour of Mrs. Sadhana Pramod Rakshamwar on 02.03.2016 and thereby allowed it to develop the said Plot No. R-1 and the said Power of Attorney is duly registered in the Office of the Sub-Registrar, Nagpur (Rural)-7 at Registered Serial No. 1981/2016 on 02.03.2016.

(20) THAT Shri. Rakshamwar Pramod (HUF) acting through its Karta Shri. Pramod Wasudeorao Rakshamwar has accordingly prepared a plan of multistoried building proposed to be constructed on the said Amalgamated Plot No. R8-R1 and to be known and styled as "NAKSHATRA-I" and the same is also duly sanctioned and approved by the Building Engineer (Metro), Nagpur Improvement Trust, Nagpur

  
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vide his Building Permit No. B.E.(Metro)/South/Nagpur (Rural)/Case No. BM1241/20151005170/762 Dated 15.03.2016 (Dispatch Date 16.03.2016).

(21) THAT accordingly by an Agreement of Development and Sale Dated 05.04.2016 Shri. Rakshamwar Pramod (HUF) acting through its Karta Shri. Pramod Wasudeorao Rakshamwar has entrusted the entire work of Development of the said Retainable Plot No. R-1 to M/s. Nakshatra Infraventure acting through its Partners (1) Ku. Shivani Vijay Raut, (2) Mrs. Anuradha Pravin Gulrandhe, (3) Mrs. Sadhana Pramod Rakshamwar, upon the several terms and conditions contained therein and the said Agreement is duly Registered in the Office of the Sub-Registrar Nagpur (Rural)-7 in Book No. 1 at Registered Serial No. 2864/2016 on 07.04.2016. By the same Agreement it further specifically agreed to execute various Agreements to Sell and Sale Deed each relating to the Undivided proportionate share and interest in the said Plot of land in favour of each such individual prospective Purchaser as may be nominated by the M/s. Nakshatra Infraventure.

(22) THAT for completion of the said proposed Multistoreyed Building the Shri. Rakshamwar Pramod (HUF) acting through its Karta Shri. Pramod Wasudeorao Rakshamwar has executed an Irrevocable General Power of Attorney in favour of M/s. Nakshatra Infraventure acting through its Partners (1) Ku. Shivani Vijay Raut, (2) Mrs. Anuradha Pravin Gulrandhe, (3) Mrs. Sadhana Pramod Rakshamwar, the Confirming Party hereinabove named on 05.04.2016 and thereby allowed it to develop the said Plot No. R-1 and the said Power of Attorney is duly registered in the Office of the Sub-Registrar, Nagpur (Rural)-7 at Registered Serial No. 2865/2016 on 07.04.2016.

(23) THAT the aforesaid property comprising Amalgamated Plot No. R8-R1 has submitted to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration Dated 05.04.2016 Under Section 2 thereof, which is duly registered in the office of the Joint Sub Registrar Nagpur (Rural)-7 in Book No. 1 at Serial No. 2867/2016 on 07.04.2016.

(24) THAT I have verified all the relevant Index entries from the books and records kept and maintained in the office of the Joint Sub-Registrar, Nagpur and found that the aforesaid entire property is absolutely free from encumbrances off all kinds whatsoever and that the present Owner Shri. Rakshamwar Pramod (HUF) thereof holds good, valid and marketable title thereto.

(25) THAT naturally therefore any prospective buyer who desires to purchase the Undivided proportionate share and interest in the said Amalgamated Plot No. R8-R1 together with a built-up space in a Multistoreyed Building proposed to be constructed thereon and to be known and styled as "NAKSHATRA-I" shall also acquire equally

  
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good, valid and marketable title thereto on obtaining a proper and duly Registered Sale Deed from the present owner Shri. Rakshamwar Pramod (HUF).

(27) THAT it is needless to mention here that on obtaining such Sale Deed, such buyer can very well mortgage her/his property to any Financial Institution by way of security for the repayment of Housing Loan, if any advanced to her/him.

**SCHEDULE REFERRED TO ABOVE**

ALL THAT Piece and Parcel of land bearing Amalgamated Plot No. R8-R1 out of the sanctioned layout, containing by total admeasurements 2780.0964 Sq. Mtrs. (i.e. 29924.9576 Sq. Ft.), being a portion of the entire land bearing Khasra No. 1 of Mouza – PIPLA, Patwari Halka No. 38 TOGETHERWITH a Multistoreyed Building proposed to be constructed on the said Plot of land and to be known and styled as "NAKSHATRA-I", situated at village Pipla, within the limits of the Grampanchayat Pipla (Ghogli) in Tahsil – Nagpur (Rural) and District – NAGPUR and bounded as under :-

|              |   |                                   |
|--------------|---|-----------------------------------|
| ON THE EAST  | - | SANCTION LAYOTU OF KH. NO. 1 PART |
| ON THE WEST  | - | 24 MTRS. WIDE PROPOSE ROAD        |
| ON THE NORTH | - | GAOTHAN                           |
| ON THE SOUTH | - | PLOT NOS. R2, R3, R4, R5, R6, R7  |

Nagpur,  
Dated : 27.07.2017

  
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