ABHISHEK SUNIL SAMDEKAR
ADVOCATE
BCOM,LLB,PGDCL,PGDDFE,EPCMA.

Address
Flat no.015,Plot No.G-121/1
Shreemangal Apartment,
J B Thakkar Marg, Gorepeth,
Nagpur-440010.
8600044285.

Date:28.07.2017

TITLE VERIFICATION REPORT AND NON ENCUMBRANCES CERTIFICATE TO WHOMSOEVER IT MAY CONCERN.

Having being instructed by Supreme Realities Pvt Ltd a Private Limited Company, duly incorporated and registered under the provisions of "Indian Companies Act, 1956", bearing Registration No. U70102MH2008PTC187974, having its Registered / Administrative Office at Block Nos. 123 & 125, "Shridevi Ratan Complex" Agyaram Devi Square, Subhash Road, Ganeshpeth, Nagpur – 440019 in respect of commercial scheme known as "**SUPREME PLAZA** situated at **Makbuza** land bearing **Retainable Land No. P - 3** (P-Three), total containing by admeasurements **1515.00 Sq. Mtrs.** (16307.46 Sq. Fts.), being a portion of entire land bearing **Khasra No. 174/1**, **P.H. No. 8 - A** of **Mouza – Borgaon**, bearing **Sheet No. 60**, **City Survey No. 497/4**, bearing **Municipal Corporation House No. 125-A** in **Ward No. 62**, situated at **Katol Road**, **Borgaon**, **Nagpur**, within the limits of **Nagpur Municipal Corporation** and **Nagpur Improvement Trust** in **Tahsil** and **District – Nagpur.That Supreme Urban Realities Pvt ltd has supplied me the following documents:**

Sr.No.	Particulars	Date	Remarks
01	Order passed by Shri.A.M.Deosthale Sub Divisional Officer Nagpur	06.01.1961	Xerox
02	Order passed by the Competent Authority & Deputy Collector (ULC) Nagpur.	06.04.1980	Xerox

03	Compromise Petition in SCS no.1086/92	12.11.1993	Certified Copy
04	Decree passed in SCS no.1086/92 by 4th Joint Civil Judge Senior Division Nagpur.	12.11.1993	Certifies Copy
05	Registered sale deed executed by Shri.Laxman Narayan Mahure in favour of Sabina Co-operative Housing Society Nagpur vide serial no.693 in respect of Plot no.P-3.	31.01.2001	Original
06	Registered sale deed executed by Shri.Laxman Narayan Mahure in favour of Sabina Co-operative housing society limited vide serial no.697 in respect of Plot no.P-3.	31.01.2001	Original
07	Registered sale deed executed by Shri.Laxman Narayan Mahure in favour of Sabina Co -operative housing society limited vide serial no.691 in respect of Plot no.P-3.	31.01.2001	Original
08	Registered sale deed executed by Shri.Laxman Narayan Mahure in favour of Sabina Co-operative housing society limited vide serial no.717 in respect of Plot no.P-3.	30.12.2000	Original
09	Registered sale deed executed by Shri.Laxman Narayan Mahure in favour of Sabina Co-operative housing society limited vide serial no.719 in respect of Plot no.P-3.	30.12.2000	Original
10	Registered sale deed executed by Sabina Co-operative Housing society through President Mohammad Rafi Alimulla Khan in favour of Abdul Amin Saudagar and 3 others vide serial no.3751/2009.	04.07.2009	Original
11	Registered agreement of development and sale executed by A.A.Saudagar and others in favour of Supreme	24.07.2009	Original

	urban Realtors Pvt ltd,Nagpur vide serial no.3511/2009.		
12	General power of attorney executed by A.A.Saudagar and others in favour of Supreme urban Realties Pvt ltd,Nagpur.	24.07.2009	Original
13	Registered Sale Deed executed by Abdul Amin Saudagar Abdul Hakim Saudagar and others through Power of Attorney Supreme Realities Pvt.Ltd in favour of Supreme Realities Pvt.Ltd at serial no.6561/2013.	20.09.2013	Original
14	Correction deed of sale deed executed by A.A.Saudagar and others in favour of Supreme urban Realties Pvt ltd, Nagpur.	30.01.2014	Original
15	Correction deed of sale deed executed by A.A.Saudagar and others in favour of Supreme urban Realties Pvt ltd, Nagpur.	24.03.2015	Original
16	Deed of Declaration executed by Supreme urban Realties Pvt ltd, Nagpur.	30.01.2014	Original
17	Sanctioned building plan by town planning department Nagpur Municipal Corporation in favour of A.A.Saudagar and others.	26.02.2010	Original
18	Property card in the name of Supreme Urban Realities Pvt Ltd.	15.07.2017	Certified Copy

THAT as per the emphasis and documents supplied to me, I observed that originally all that piece and parcel of **Agricultural land** bearing **Khasra No. 174/1**, **P.H. No. 8 - A** of **Mouza – Borgaon**, situated at **Katol Road**, **Borgaon**, **Nagpur**, within the limits of **Nagpur Municipal Corporation** and **Nagpur Improvement Trust** in **Tahsil** and **District – Nagpur was owned by Shri.Vithoba Mahure.**

THAT consequent upon death of **Shri Vithoba Mahure** the aforesaid agricultural land devolved upon his 2 Sons namely, **1) Shri Ramchandra Vithoba Mahure** and **2) Shri Narayan Vithoba Mahure** by virtue of intestate succession.

That Shri.Ramchandra and Shri.Narayan Vithoba Mahure has applied for conversion of the above said land from agriculture land to non agriculture use vide Rev.cas no.22/A-2/60-61 in the year 1960-61 which is allowed by Sub divisional officer Nagpur on 06.01.1961.

THAT it can be further observed as per the documents supplied to me that the aforesaid land was coming within the limits of Nagpur Urban Agglomeration and the provisions of **Urban Land (Ceiling & Regulation) Act, 1976** having come into force and effect w-e-f- 17-02-1996 and since the aforesaid land was specified for Commercial cum Residential use in the Regional Development Plan of Nagpur city, the provisions of the said Act became applicable to the aforesaid land, the erstwhile Owners, **Shri Laxman Narayan Mahure** had filed **Return / Statement** under **Section 6 (1)** of the said Act on **14-08-1976** in respect of the said **Land** bearing **Khasra No. 41/2** and his other lands before the **Deputy Collector** & **Competent Authority**, **U.L.C., Nagpur** vide **U.LC. Case No. 1101 / 1976.THAT** after completion of formalities in respect of the aforesaid case, the **Deputy Collector** & **Competent Authority**, **U.L.C., Nagpur** by its **Order**, dated **05-04-1980**, passed under **Section 8 (4)** of the U.L.C. Act declared that the above named owner was entitled to hold **1500.00 Sq. Mtrs.** of land as **Retainable land** and the remaining area of land admeasuring **238.3309 Sq. Mtrs**. was declared as **Surplus Vacant land** within the meaning of the said Act.

THAT later on the above named, **Shri Narayan Vithoba Mahure** left for heavenly abode on **04-01-1986** and consequent upon his death, his right, title, share and interest in the aforesaid property devolved upon his 3 Sons and 2 Married Daughters, namely **1) Shri Sudhakar Narayan Mahure**, **2) Shri Laxman Narayan Mahure**, **3) Shri Naneshwar Narayan Mahure**, **4) Smt. Mainabai Vasantrao Thete** and **5) Smt. Tulsabai Pundlikrao Raut** by virtue

way of intestate succession.

THAT in course of time the above named, **Shri Ramchandra Vithoba Mahure** also left for heavenly abode on 28-05-1994 and consequent upon his death, his right, title, share and interest in the aforesaid property devolved upon his 2 Sons, namely **1) Shri Purshottam Ramchandra Mahure** and **2) Shri Manohar Ramchandra Mahure** by virtue way of intestate succession.

THAT thereafter, the above named, **Shri Purshottam Ramchandra Mahure** also left for heavenly abode on 10-06-1998 and consequent upon his death, his right, title, share and interest in the aforesaid property devolved upon his Widow, namely, **1) Smt. Shobha Purushottam Mahure** and 1 Son, namely, **2) Shri Hemant Purshottam Mahure** and 1 Married Daughter, namely, **3) Smt. Varsha Sunil Zade** by virtue way of intestate succession.

THAT thereafter **Shri Manohar Purshottam Mahure** also died on **06-03-1990** and accordingly his right, title, share and interest in the aforesaid property devolved upon his Widow, namely, **1) Smt. Lata Manohar Mahure** and only Son, namely, **2) Shri Ananta Manohar Mahure** and only Daughter, namely **Kumari Nisha Manohar Mahure** by virtue way of intestate succession.

THAT in course of time, a dispute arosed between the above named land owners regarding Partition of the said land and accordingly a Special Suit came to be filed before the Hon'ble 04th Joint Civil Judge, Senior Division, Nagpur by above named land owners, however the said dispute later on came to be compromised and accordingly a **Compromise Petition** was filed on **12-11-1993** before the Hon'ble Court and **Hon'ble 4th Joint Civil Judge, Senior Division, Nagpur** has allowed compromise petition and decreed the suit on 12.11.1993.

THAT as per terms and conditions of the said **Compromise Petition**, the **Retainable Land No. P-3**, admeasuring **1500.00 Sq. Mtrs.** (1515.00 Sq, Mtrs. as per Physical Area) was allotted exclusively as share of **Shri Laxman Narayan Mahure** and as a result thereof, **Shri Laxman Narayan Mahure** became sole, exclusive and absolute owner of the said **Retainable Land No. P-**

3 with all heritable and transferrable rights therein.

THAT later on, **Shri Laxman Narayan Mahure** sold the said **Retainable Land No. P-3,** admeasuring **1515.00 Sq. Mtrs.** to "**Sabina Co-Operative Housing Society Limited**", **Nagpur**, a Society duly registered under the "**Maharashtra Co-Operative Societies Act, 1961**", (Maharashtra Act XXIV of 1961), bearing Registration No. N.G.P / H.S.G. / T.O. / 435 / 89 - 90, having its Registered Office at Nagpur by virtue of 5 separate Sale Deeds, all dated **30-12-2000**, which are duly registered on **31-01-2001**, **31-01-2001, 01-02-2001**, **01-02-2001** and **01-02-2001** in the office of **Sub-Registrar No. 4, Nagpur**.

THAT subsequently, the above named, "**Sabina Co-Operative Housing Society Limited**", **Nagpur** sold the said **Retainable Land No. P-3,** admeasuring **1515.00 Sq. Mtrs.** to **1) Abdul Amin Saudagar Abdul Hakim Saudagar, 2) Sheikh Ilyas Sheikh Bhadar, 3) Abdul Mohsin Saudagar Abdul Hakim Saudagar** and **4) Smt. Nighar Sultana Sheikh Ilyas** by virtue of a **Sale Deed**, which is duly registered at **Serial No. 3751 / 2009** on **04-07-2009** in the office of **Sub-Registrar No. 8, Nagpur against the valuable consideration**. Accordingly the above mentioned 1 to 4 became an absolute joint owners of the aforesaid plot.

THAT later on the above named, **1) Abdul Amin Saudagar Abdul Hakim Saudagar, 2) Sheikh Ilyas Sheikh Bhadar, 3) Abdul Mohsin Saudagar Abdul Hakim Saudagar** and **4) Smt. Nighar Sultana Sheikh Iliyas** jointly decided to develop and sell the said **Retainable Land No. P-3,** admeasuring **1515.00 Sq. Mtrs.** by constructing a multistoried commercial scheme thereon and accordingly they entrusted the entire work of development and construction of the proposed multistoried commercial scheme to **"Supreme Urban Realities Private Limited"**, acting through its Managing Director, **Murtaza Hamza Kothawala** by virtue of an "**Agreement of Development & Sale**", which is duly registered at **Serial No. 03511 / 2009** on **24-07-2009** in the office of **Sub - Registrar No. 4, Nagpur**.

THAT in confirmation of the said "**Agreement of Development & Sale**", dated **24-07-2009**, the above named **1) Abdul Amin Saudagar Abdul Hakim**

Saudagar, **2) Sheikh Ilyas Sheikh Bhadar**, **3) Abdul Mohsin Saudagar Abdul Hakim Saudagar** and **4) Smt. Nighar Sultana Sheikh Iliyas** appointed and constituted, **"Supreme Urban Realities Private Limited"**, acting through its Managing Director, **Murtaza Hamza Kothawala** as their true and lawful Power of Attorney to carry out construction of multistoried commercial scheme on the said **Retainable Land No. P-3** and they also empowered it / him to complete various administrative and legal formalities for transferring title all commercial units in the proposed building in favour of prospective buyers who may be nominated by "**Supreme Urban Realities Private Limited**" by executing a deed of "**General Power of Attorney**" in favour of **"Supreme Urban Realities Private Limited"**, acting through its Managing Director, **Murtaza Hamza Kothawala**, which is duly registered at **Serial No. 03512 / 2009** on **24-07-2009** in the office of **Sub - Registrar No. 4**, **Nagpur**.

THAT subsequently **"Supreme Urban Realities Private Limited"**, acting through its Managing Director, **Murtaza Hamza Kothawala** prepared Building Plan the multistoried commercial scheme proposed to be constructed on **Retainable Land No. P-3** and submitted the same for its sanctioning to the **Nagpur Municipal Corporation**. Accordingly the said **Assistant Director** (Town Planning Department) of the **Nagpur Municipal Corporation** vide its **Building Permit No. 684 / BP / Borgaon / TP / NMC / 578**, dated **26-02-2010**.

THAT subsequently due to certain reasons, the said **"Supreme Urban Realities Private Limited"**, itself decided to retain and develop the said **Retainable Land No. P-3** and accordingly the above named, **1) Abdul Amin Saudagar Abdul Hakim Saudagar**, **2) Sheikh Ilyas Sheikh Bhadar**, **3) Abdul Mohsin Saudagar Abdul Hakim Saudagar** and **4) Smt. Nighar Sultana Sheikh Ilyas** acting through their duly appointed, constituted and nominated Power of Attorney Holder transferred / sold the said **Retainable Land No. P-3** to **"Supreme Urban Realities Private Limited"**, acting through its Managing Director, **Murtaza Hamza Kothawala** by virtue of a "**Sale Deed**", which is duly registered at **Serial No. 6561 / 2013** on **29-09-2013** in the office of **Sub -**

Registrar No. 1, Nagpur. Accordingly Supreme Urban Realities Pvt Ltd became an absolute sole owner and is in peaceful possession of the plot no.P-3 admeasuring area about 1515 sq.mtrs.

THAT in the aforesaid "**Sale Deed**", dated **29-09-2013**, the **City Survey Number** of the said property was inadvertently mentioned as **497** and hence the same was subsequently rectified and corrected as **City Survey No. 497/4** by virtue of **"Deed of Correction** to **Sale Deed"** which is duly registered at **Serial No. 896 / 2014** on **30-01-2014** in office of **Sub-Registrar No. 1, Nagpur.**

THAT in the said **Sale Deed**, dated **20-09-2013**, the **possession** of the said property for the purpose of development of land and construction of building was inadvertently was not explained in terms of section 53-A of the Transfer of Property Act hence for the same, subsequent **Deed of Correction** to **Sale Deed** was executed, which is duly registered at **Serial No. 2026 / 2015** on **24-03-2015** in office of **Sub-Registrar No. 1, Nagpur.**

THAT "Supreme Urban Realities Private Limited", acting through its Managing Director, **Murtaza Hamza Kothawala** submitted a **Revised Building Plan** of the proposed "Supreme Plaza" building and accordingly the **Revised Building Plan** is duly sanctioned by the **Assistant Director** (Town Planning Department) of the **Nagpur Municipal Corporation** vide its **Building Permit No. 76 / BP / Borgaon / TP / NMC / 19**, dated **30-10-2013**.

THAT the owners submitted the said building to the provisions of the Maharashtra Apartment Ownership Act,1970 by executing a Deed of Declaration dt. 14/02/2014 duly registered with Sub-Registrar, Nagpur-1 at Sr.No. 1428/2014 dt 14/02/2014 u/s 2 of the said Act.

That an affidavit containing details about free from encumbrances is supplied to me and as per the affidavit and documents I observed that the property is free from encumbrances. I have satisfied that the property is heritable and transferable and the owners have a right to transfer the same.

I have taken the search in respect of the aforesaid property from the records of Registrar of rights, from the concerned Sub-Registrar, Nagpur for the year 2002 to 2017. The relevant documents of titles are genuine. I have verified and tallied the said document and other documents and papers placed before us from the records of Registrar of Assurances. That fact and events material search made by me and the documents placed before me of the entire property known as "SUPREME PLAZA" the same is now owned and possessed by Supreme Urban Realities Private Limited as stated hereinabove.

That it appears that from the supplied documents the title of the aforesaid property is clear, marketable and free from all encumbrances except transfer or agreed to transfer and housing finance in favour of prospective purchasers.

Enclosed:

Receipt no.5581 dated 25.07.2017

Sub Registrar no.1 Nagpur.

NAGPUR
DAted:28.07.2017

ABHISHEK SUNIL SAMDEKAR
ADVOCATE

पावती क्रमांक

नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक 4469.

दिनांक 24/6/96 सन २०

दस्तऐवजाचा प्रकार—

सादर करणाराचे नाव—

खालीलप्रमाणे फी मिळाली :—

	रु.	पैसे
नोंदणी फी		
नक्कल फी (फोलिओ)		
पृष्ठांकनांची नक्कल फी		
टपाल खर्च		
नकला किंवा ज्ञापने (कलमे ६४ ते ६७)		
शोध किंवा निरीक्षण		
दंड—कलम २५ अन्वये		
कलम ३४ अन्वये		
प्रमाणित नकला (कलम ५७) (फोलिओ		
इतर फी (मागील पानावरील) बाब क्र.		
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.. ..		
.. ..		
.. ..		
एकूण		

दस्तऐवज
नक्कल

रोजी तयार होईल व नोंदणीकृत डाकेने पाठवली जाईल.
या कार्यालयात देण्यात येईल.

दुय्यम निबंधक
सह-दुय्यम निबंधक, वर्ग-२
सोलापूर शहर क्र.१

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या नावे नोंदणीकृत डाकेने पाठवावा.
हवाली करावा.

सादरकर्ता.