SACHIN AGRAWAL

Advocate

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TITLE VERIFICATION REPORT

TO WHOMSOEVER IT MAY CONCERN

Having been engaged by M/s. GOEL GANGA INFRASTRUCTURE & REAL ESTATE PRIVATE LIMITED having its Registered Office at San-Mahu Commercial Complex, 5, Bund Garden Road, Pune 411001 for my opinion in respect of their title to all that piece and parcel of land or ground admeasuring 23090 sq. mtrs. equivalent to 248540.29 sq.ft. popularly known as "BUTY MAHAL" bearing Khasra No.320 and bearing corresponding CTS Nos.3116 to 3128 (both inclusive) situate, lying and being at Ward No.3, Sitabuldi within the Registration District and Sub-District of Nagpur and within the limits of the Nagpur Improvement Trust and the Nagpur Municipal Corporation, (hereinafter for the sake of brevity referred to as the "said property") I have gone through the papers supplied and have thoroughly inspected the same and of the considered opinion as under:

From the careful study of the documents supplied to me and from verification thereof, it is found that the land on which the said property is situated originally vested Shri Mukund Purnachandrao Buty, Shri Girish Ramchandra Buty, Shri Yogeshwar Ramchandra Buty, Smt. Vasudhabai Vishwanathrao Buty, Smt. Madhuribai Ramchandra Buty, Miss. Purnima Vishwanathrao Buty, Shri Aniruddha alias Dilip Mukundrao Buty and Shri Pushkar Vishwanathrao Buty.

AND WHEREAS in or around 1961, the Nagpur Improvement Trust proposed to acquire a portion admeasuring 8.70 Acres or there abouts out of the said Property for the purpose of widening of

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Abhyankar Road and the Sitabuldi Main Road running along the northern side thereof;

AND WHEREAS the then Owners filed a Writ Petition before the High Court of Judicature, Mumbai, Nagpur Division Bench (bearing No.2326 of 1983) challenging the said proposed acquisition on behalf of the Nagpur Improvement Trust (hereinafter referred to for the sake of brevity as "the Nagpur Improvement Trust") and praying that Orders passed for the said acquisition be quashed and set aside;

AND WHEREAS pursuant to an amicable settlement arrived at by and between the then Owners and the Nagpur Improvement Trust, it was agreed that the acquisition on behalf of the Nagpur Improvement Trust in respect of a portion admeasuring 1,14,079.36 sq.ft. (including the acquisition of a portion admeasuring approximately 33000 sq.ft. or thereabouts for widening of Abhyankar Road and Sitabuldi Main Road which was to be effected by the Nagpur Improvement Trust) out of the said Property would be accepted by the then Owners but, however, the Nagpur Improvement Trust would re-constitute the said Property into a new reconstituted Plot and, thereafter, grant a lease in respect of an undivided 45.63% share of the Nagpur Improvement Trust in the said Property (corresponding to the said portion admeasuring 1,14,079.36 sq. ft. earlier acquired by the Nagpur Improvement Trust) to the then Owners for a period of thirty years under the Nagpur Improvement Trust Land Disposal Rules, 1983 at or for the premium and the annual lease rent and on terms and conditions mutually agreed between the then Owners and the Nagpur Improvement Trust;

AND WHEREAS the agreed terms of amicable settlement arrived at between the Government, the Nagpur Improvement Trust and the then Owners were submitted to the Hon'ble High Court, Mumbai, Nagpur Division Bench in the said Writ Petition No.2326 of 1983 and the said Writ Petition was disposed by the Hon'ble High Court in terms thereof;

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AND WHEREAS pursuant to the said amicable settlement arrived at between the Government of Maharashtra, the Nagpur Improvement Trust and the then Owners, the Government passed a Resolution bearing No. N.I.T./2297/CN 20/NV/26 dated 7.10.1997;

AND WHEREAS, in the circumstances, it was agreed that the then Owners shall grant in favour of M/s. GOEL GANGA INFRASTRUCTURE & REAL ESTATE PRIVATE LIMITED and M/s. GOEL GANGA INFRASTRUCTURE & REAL ESTATE PRIVATE LIMITED shall acquire from the then Owners free from all encumbrances the rights of development of the said Property by way of demolition of the existing structures standing on the said Property and by construction of new buildings/structures containing Shops/ Flats/ Commercial/ Premises/ Units and by sale/ alienation/ lease of such Shops/ Flats/ Commercial Premises/ Units (save and except the Commercial Premises to be allotted to the then Owners) to prospective purchasers/alienees/lessees thereof and to receive and appropriate for the Confirming Party's benefit the sale/other proceeds arising there from or otherwise howsoever to exploit the commercial potentially of the said Property at or for the consideration and on terms and conditions mutually agreed upon;

AND WHEREAS such terms and conditions agreed upon between the then Owners and the M/s. GOEL GANGA INFRASTRUCTURE & REAL ESTATE PRIVATE LIMITED herein were reduced in writing and recorded vide an Agreement for Development dated 02.08.2006 which was duly registered under Serial No.2336 of 2006 with the Sub-Registrar, Nagpur – 3;

AND WHEREAS the said Agreement dated 02.08.2006 read with certain writings supplemental thereto is hereinafter referred to as "the said Agreement";

AND WHEREAS the said Shri Mukund Purnachandrao Buty (one of the then Owners) died intestate on 24.12.2009 leaving behind him as his only heirs and next-of-kin his son, Dilip Mukundrao Buty, and five daughters namely 1) Mrs. Sandhya W/o. Prakash Pangarkar 2) Dr. Arti W/o. Sachin tayde 3) Mrs. Nilima

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W/o. Uday Thatte 4) Mrs. Gauri W/o. Sushant Huddar 5) Mrs. Vandana W/o. Anant Bambawale (Died) through its legal heirs Anant S/o. Sharad Bambawale (Husband) and Son Amrut S/o. Anant Bambawale (Son) whereas the daughters of the late Mukund Buty surrendered all and whatsoever their claim, right, title or interest in the undivided share in the said Property held by the said Shri Mukund Buty in favour of their brother vide various Release Deed dated 01.07.2014, 01.07.2014, 05.07.2014 and 12.08.2014, all the deeds were duly registered with the office of Sub-Registrar Nagpur-3 at serial No. 4097, 4098, 4196 & 4939.

AND WHEREAS, The said Shri Dilip Mukundrao Buty has also execute the Confirmation deed to the Agreement to Development and Power of Attorney in favour of M/s. Goel Ganga Infrastructure and Real Estate Pvt. Ltd. vide registered Confirmation deed dated 07.08.2015 registered at Serial No. 5172/2015 with the office of Sub-registrar Nagpur- 3.

AND WHEREAS the said Dilip Mukundrao Buty has conveyed his undivided share in the said Property in favour of M/s. Goel Ganga Infrastructures and real Estate Pvt. Ltd. vide sale deed dated 11.10.2011 with the office of sub-registrar Nagpur – 1 and the same is registered at serial No. 6676/2011;

AND WHEREAS the said Smt. Vasudhabai Vishwanathrao Buty died intestate leaving behind her as her only heirs and next-of-kin son Shri Pushkar Vishwanathrao Buty and daughters namely Kumari Purnima Vishwanathrao Buty, Sau Rohini Atul Vivrekar, Sau Varsha Ashit Turkhad, Sau Vaishali Shailesh Chanaskar and Sau Hema Madhav Kinkhede.

AND WHEREAS, Sau Rohini Atul Vivrekar, Sau Varsha Ashit Turkhad, Sau Vaishali Shailesh Chanaskar and Sau Hema Madhav Kinkhede surrendered all and whatsoever their claim, right, title or interest in the undivided share in the said Property held by the said Smt. Vasudhabai Vishwanathrao Buty in favour of Shri Pushkar Vishwanathrao Buty and Kumari Purnima Vishwanathrao Buty vide

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registered release deed dated 09.01.2009 with the office of sub-registrar Nagpur-1 at serial no. 132/2009.

AND WHEREAS, M/s. Goel Ganga Infrastructures and real estate Pvt. Ltd. had taken a loan amounting to Rs. 225,00,00,000/- by Mortgaging the above said property to the financial institution i.e. PNB Housing finance limited Company. The Mortgage deed is registered at Serial No. 6876 / 2017 on 25.10.2017 with the office of SRO, Nagpur-1

AND WHEREAS, in the above circumstances, the present Owners of the said Property are Shri Girish Ramchandra Buty, Shri Yogeshwar Ramchandra Buty (heirs of the late Vasudhabai Buty), Smt. Madhuribai Ramchandra Buty, Smt. Purnima Vishwanathrao Buty, Shri Aniruddha alias Dilip Mukundrao Buty, Shri Pushkar Vishwanathrao Buty and the M/s. GOEL GANGA INFRASTRUCTURE & REAL ESTATE PRIVATE LIMITED herein.

AND WHEREAS pursuant to the said Agreement, the owners herein have executed on 02.08.2006 an Irrevocable Power of Attorney in favour of the M/s. GOEL GANGA INFRASTRUCTURE & REAL ESTATE PRIVATE LIMITED herein thereby authorising it to do, execute or perform all acts, deeds, matters or things pertaining to development of the said Property and matters incidental thereto;

AND WHEREAS in pursuance of the amicable settlement arrived at by and between the then Owners and the Nagpur Improvement Trust, the Nagpur Improvement Trust has re-constituted the said Property into a new re-constituted Plot vide a Deed of Lease dated 10.02.2010 (duly registered under Serial No.809 of 2010 with the Sub-Registrar, Nagpur) granting lease of an undivided 45.63% share represented by 10602.09 sq.mtrs. in the said Property to/in favour of the above said Owners, on the terms and conditions therein contained; the said Deed of Lease dated 10.02.2010 is hereinafter referred to as "the said Deed of Lease";

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AND WHEREAS the Nagpur Improvement Trust has sanctioned the building layout and building plans vide its Commencement Certificate No.2962/Tr.No.2012021818/1499 dated 27.06.2012 in respect of a Building containing Shops/ Commercial Premises/ Units on the said Property after demolition of the existing structures thereon; such new Building to be constructed by the Developer on the said Property is hereinafter referred to as "the said Building";

AND WHEREAS, the owners and developers had applied for revised plan and the same is also duly sanctioned vide its certificate No.AB944/Tr.No.2013031657/8226/3593 dated 11.12.2014 in respect of building containing shops/commercial premises/units on the said property.

AND WHEREAS, the owners and developers have further applied for revised plan and the same is duly granted by the competent authority vide its certificate no. BE(WEST)/CASE NO. AB-15241/TRACKING NO. 2018062193/2012/592 dated 03.04.2019.

On further perusal of the relevant entries from the record it is transpired that the One Shri Manoj Govind Mirpuri and Anand Govind Mirpuri had purchased some portion of the above said property admeasuring about 743.49 Sq. Mtrs. vide registered sale deed dated 24.01.2014 which is mischievously registered at serial no. 305/2014 by playing fraud upon the Sub-registrar Nagpur-8 with the help of Govind Gehimal Mirpuri who is the father of Shri Manoj Govind Mirpuri and Anand Govind Mirpuri.

It is further Transpired from the relevant record that the above said sale deed was executed on the basis of the alleged agreement to sale dated 09.04.2001 and the same is unregistered piece of documents on Rs. 20 Stamp Paper and the same cannot be termed as the valid and legal documents, on bare perusal of the same it can be safely said that the said documents is executed in favour of on Mr. Gehimal S/o. Maghanmal Mirpuri and Mr. Gobind Gehimal Mirpuri is nonest document in the eyes of law.

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On further perusal of the said document, it seems that the said document is the false document on the basis of the sale deed dated 24.01.2014 was registered, in fact there was a Power of Attorney which is allegedly to be executed by Shri Dilip Mukundrao Buty in favour of Shri Govind Gehimal Mirpuri, on careful perusal of the said Power of attorney it can be seen that the said Power of Attorney does not gives any right to sale the above said portion of the said property.

That, M/s. Goel Ganga Infrastructures and Real Estate Pvt. Ltd. supplied the documents related to the Court cases which are pending in connection to the above said sale deed dated 24.01.2014 and on perusal of the same it is further transpired that M/s. Goel Ganga Infrastructures and Real Estate Pvt. Ltd. had lodged the complaint with Sakkardara, Police Station, Nagpur and and they have taken the cognizance of the office and had lodged the FIR for the offence punishable under section 420, 437, 438, 471 & 34 of IPC on 26.08.2015. The said case is pending for its adjudication.

It is further submitted that Shri Dilip Mukundrao Buty had filed a Civil Suit bearing No. 845/2015 for cancellation of Sale deed dated 24.01.2014 and the same is pending for its adjudication. Prior to this M/s. Bombaywala Departmental Stores had filed the suit bearing no. 1194/2015 against M/s. Goel Ganga Infrastructures & Real Estate Pvt. Ltd. and others on the basis of the alleged right from the alleged sale deed, needless to mention that the same was duly challenged as above said.

The owners/developers have preferred an application for modification of order passed below ex. 5 in RCS No. 1194/2015. Similarly M/s. Bombaywala Departmental Store have also preferred an application of temporary Injunction application, The Hon'ble court was pleased to passed a common order vide its order dated 29.04.2019. It is submitted that M/s. Bombaywala Departmental Stores have preferred two separate MCA bearing no. 121/2019 & 123/2019 before the District Judge-4 and Additional session Judge,

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Nagpur was pleased to dismissed both the appeal vide its order dated 04.09.2019. Thereafter, the judgement passed in the above said MCA Nos. 121/2019 And 123/2019 was challenged by M/s. Bombaywala Departmental Stores by filing Writ petitions bearing no. 7636/2019 and 7637/2019 and the same is pending for its adjudication.

Further more, the occupants/tenants of such shops has challenged the action proposed by the NIT the high court, Mumbai, Nagpur division bench vide writ petition no. 725 of 2002 which was dismissed by the high court vide its order dated 22.2.2002 and after dismissal of said petition the NIT undertook and completed the process of demolition of the said shops adjoining the said Abhyankar Road on 23/2/2002.

It is further submitted that, some of the aggrieved occupants/ tenants of the said shops so demolished, filed special leave petition bearing nos. 4840, 4841, 4844, 4945, 4846, 4847, 4848, 4849 of 2002 in the supreme court against the said order dated 22.02.2002 passed by high court, Mumbai. That the amicable settlement/ compromise was arrived at between the owners, the said occupants/ tenants who had filed the said S.L.P in supreme court of India and NIT.

Some of the sitting tenants were not satisfied with the settlement pursis filed before the Hon'ble Apex Court due to which they have filed cases against the present owner and developers before the Civil court and before the Hon'ble High court vide its WP No. 2695/2015. The said WP is disposed off by the Hon'ble High court against which the Nagpur Improvement Trust Nagpur had filed Special Leave Petition Bearing no. 32089 of 2016. It is further reveals from the document supplied to me by M/s. Goel Ganga Infrastructures and real Estate Pvt. Ltd. had also preferred a Special Leave Petition Bearing No. 33160 of 2016 before the Hon'ble Apex Court against the Judgment and order passed in Writ petition No. 2685/2015 by the Hon'ble High Court. It is further submitted that various other connected Special Leave petitions bearing nos. 33004/2016, 33226/2016, 34176/2016, 38036/2016, 9652-

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9653/2017. That Hon'ble apex court was pleased to pass a common Judgement dated 22.01.2019. It is further brought to the kind notice of this Hon'ble court that the Hon'ble Apex court in SLP No. 32089/2016 at point no. 11.11 & 11.13 have specifically observed which reads as under :

> *11.13 Even the finding recorded by High court that the action of the NIT in sectioning the Layout Plan and granting building permit is mischief in law cannot be accepted the layout plans are sanctioned and the building permit has been granted absolutely in consonances with the DP Sanctioned under MRTP Act. the demolition notice were received pursuant to and furtherance of the building permit so as to enable original land owners/developer to put up the construction as per the layout sanctioned and the building permit granted. Therefore, the High court has erred in holding the action of Nit was mischief in law.*

It is further observed that One Mr. Hiralal Bakaram Takwat had preferred regular Civil Suit bearing No. 741/2015 against the Nagpur Improvement Trust and 6 others. It is further submitted that the said suit is pending in the files of Hon'ble 4th Joint Civil Judge Junior Division, Nagpur.

That, M/s. Gaysons The Fashion Mall had also filed a Regular Civil Suit bearing no. 1427/2015 against the Assistant Commissioner, Nagpur Municipal Corporation and plaintiff i.e. Gaysons had withdraw the suit.

That, One Shri Sanjay Meshram filed Regular Civil suit bearing no. 257/2015 against Mr. Dilip Buty and others. The matter is pending for evidence before the Additional Small Causes Court, Nagpur. Similarly Mr. Vipin Jain and other had also filed regular Civil Suit No. 492/2015 against Shri Pushkar Buty and Other and same is pending in the files of 2nd Additional Small Causes Court Nagpur.

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That, I have verified the relevant entries in the records of Sub Registrar, Nagpur, pertaining to the property in question having paid the necessary search fees. The receipts in original are enclosed herewith.

That, the Indentures referred above except the sale deed dated 24.01.2014 and the documents attached therein, all other indentures have been executed and registered as per law and proper stamp duty, registration fees has been paid thereon. The said property appears to be free from all kinds of encumbrances except as aforesaid. In view of the aforesaid, I am of the considered opinion from the study of the documents and on the basis of information supplied to me after having carefully examined and inspected the Indenture and Sale Deed and other documents supplied to me, the Transferor hereinto has good, valid and marketable title over the said property.

That, in view of verification done by me and on the basis of documents provided before me, it is submitted that above said owners and developers, are the absolute owner and in possession of said property and they have full rights and authority to transfer to any person or persons by way of assignment, mortgage or otherwise as per law, and the Purchasers would get absolute title on execution of Sale Deed. The original receipts evidencing are enclosed herewith.

SCHEDULE OF PROPERTY

All that piece and parcel of land or ground admeasuring 23090 sq.mtrs. equivalent to 248540.29 sq.ft. popularly known as "BUTY MAHAL" bearing Khasra No.320 and bearing corresponding CTS Nos. 3116 to 3128 (both inclusive) situate, lying and being at Ward No.3, Mouza: Sitabuldi within the Registration District and Sub-District of Nagpur and within the limits of the Nagpur Improvement Trust and the Nagpur Municipal Corporation and bounded as under:

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ON THE EAST	:	Nala
ON THE WEST	:	Abhyankar Road
ON THE NORTH	:	Sitaburdi Main Road
ON THE SOUTH	:	Buty School

Hence this report.

Nagpur
Dated : 18.02.2020

(Sachin Agrawal)
Advocate

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