

(4) THAT, in the like manner the aforesaid Shri. Gulabrao Govindrao Kaner also transferred/sold his Undivided 33.33 Percent share and interest in the said Nagpur Improvement Trust Leasehold Plot No. 392, situated at Hanuman Nagar, Nagpur in Tahsil and District – Nagpur by way of sale to Shri. Vishal S/o Shriramji Vaidya, by a Sale Deed Dated 17/04/2002, which is duly registered at the Office of the Sub Registrar, Nagpur No. 2 in Book No. 1 at Sr. No. 1540 on even date. The said Sale Deed is duly signed by Shri. Madhukarrao Govindrao Kaner and Shri. Manoharrao Govindrao Kaner in the capacity of Consentors. A Correction Deed to the said Sale Deed Dated 17/04/2000 was also executed by Shri. Gulabrao Govindrao Kaner in favour of Shri. Vishal S/o Shriramji Vaidya on 10/03/2003 and the same is Notarized at the Office of the Ashok M. Satpute, Notary on even date.

(5) THAT, during his life time the aforesaid Shri. Madhukar Govindrao Kaner had executed his LAST WILL AND TESTAMENT on 04/12/2018 and thereby he gave and bequeathed his Undivided 33.33 Percent share and interest in the said Nagpur Improvement Trust Leasehold Plot No. 392, situated at Hanuman Nagar, Nagpur in Tahsil and District – Nagpur in favour of his son Shri. Ashish Madhukar Kaner absolutely forever with heritable and transferable rights therein. The said Will is duly registered at the Office of the Sub Registrar, Nagpur at Sr. No. 6220 on even date.

(6) THAT, the said Shri. Madhukar Govindrao Kaner left for heavenly abode on 14/12/2018 and consequent upon her death/demise his aforesaid son Shri. Ashish Madhukar Kaner has now become an exclusive, absolute and full Owner of the said property in terms of the aforesaid Will Dated 04/12/2018.

(7) THAT, as a result therefore Shri. Prakash Shriramji Vaidya, Shri. Vishal Shriramji Vaidya & Shri. Ashish Madhukar Kaner have become the Joint/Co-Owners of the aforesaid property with heritable and transferable rights therein and the same was also accordingly mutated in their respective names in all relevant records as also in the Property Card of City Survey vide Ferfar Entry Nos. 76 Dated 12/07/2002, 86 Dated 22/07/2002 and 7916 Dated 20/12/2019 respectively.

(8) THAT, Shri. Prakash Shriramji Vaidya, Shri. Vishal Shriramji Vaidya & Shri. Ashish Madhukar Kaner lateron jointly constructed a Residential House on the said Nagpur Improvement Trust Leasehold Plot No. 392 bearing Corporation House No. 783, City Survey No. 132, Current No. 157 and Sheet No. 336 of Mouza – Nagpur in accordance with the Plan duly sanctioned and approved by the Nagpur Improvement Trust.

(9) THAT, the aforesaid Shri. Prakash Shriram Vaidya and Shri. Vishal Shriram Vaidya had sought the Housing Loan from Punjab National Bank, Kingsway Branch, Nagpur and mortgaged the said property to it by way of security for the repayment of loan. During the course of time the said Shri. Prakash Shriram Vaidya and Shri. Vishal Shriram Vaidya have repaid the entire loan amount to the said mortgagee Bank and got their property freed and discharged from its mortgage. A No Dues Certificate to that effect is also issued by the said Mortgagee Bank in their favour on 10/12/2018.

(10) THAT, the aforesaid Shri. Prakash Shriram Vaidya and Shri. Vishal Shriram Vaidya & Shri. Ashish Madhukar Kaner further availed Loan from IDFC First Bank Ltd, Ramdaspath Branch, Nagpur and mortgaged the said property to it by way of security for the repayment of Loan. Thereafter, they have repaid the entire loan amount to IDFC First Bank Ltd, and accordingly IDFC First Bank Ltd, has issued No Due Certificate, hence, the said property is presently not mortgaged with IDFC First Bank, Ramdaspath Branch, Nagpur.

(11) THAT, thereafter, aforesaid Shri. Prakash Shriram Vaidya and Shri. Vishal Shriram Vaidya & Shri. Ashish Madhukar Kaner have jointly sold/transferred the aforesaid entire property to **RAMALAY VENTURES**, A Partnership Firm, Acting through it's **Partners – (i) M/S. UNITECH BUILDCON**, Acting through it's Authorized Partner - Shri. Nayan Natthuji



Contd. ...

Ghate, (ii) **M/S. AAKAR INFRAHEIGHTS PRIVATE LIMITED**, A Company Acting through its Authorized Director - Shri. Amit Keshav Bhole & (iii) **M/S. VISHAL ENGINEERS & DEVELOPERS**, A Proprietorship Concern, Acting through its Proprietor - Shri. Vishal Anilrao Wadibhasme, by way of Sale Deed Dated 13/01/2022, which is duly registered in the Office of the Joint Sub-Registrar, Nagpur-4, in Book. No. 1, at Sr. No. 423 on even date.

(12) THAT, as a result therefore, **RAMALAY VENTURES**, A Partnership Firm, Acting through it's Partners - (1) M/s. Unitech Buildcon, (2) M/s. Aakar Infraheights Private Limited & (3) M/s. Vishal Engineers & Developers has now become an exclusive, absolute and full Owner of the aforesaid Plot No. 392, containing by total admeasurements 557.418 Sq. Mtrs. with heritable and transferable rights therein and accordingly its name is mutated in all relevant records as also in the Property Card of City Survey vide Ferfar Entry No. 8582 on 24/03/2022.

(13) THAT, **RAMALAY VENTURES**, A Partnership Firm, Acting through it's Partners - (1) M/s. Unitech Buildcon, (2) M/s. Aakar Infraheights Private Limited & (3) M/s. Vishal Engineers & Developers later on decided to develop the aforesaid entire property comprising Plot No. 392, containing by admeasurement 557.418 Sq. Mtrs., situated at Paradize Society, Sonegaon, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District - NAGPUR into a "**RESIDENTIAL ESTATE**" by constructing a Multistoried Building thereon consisting of various self contained separate Apartments therein.

(14) THAT, **RAMALAY VENTURES** has accordingly prepared a Plan of the Multistoreyed Building proposed to be constructed on the said Plot No. 392 containing by admeasurement 557.418 Sq. Mtrs. and to be known and styled as "**RAMALAY BLISS**" and the same is duly sanctioned and approved by the Assistant Director, Town Planning Department, Nagpur Municipal Corporation, Nagpur vide his Building Permit No. 58/BP/Nagpur/TP/NMC/1282, Dated 28/04/2022.

(15) THAT, it is observed that as per the said sanctioned Building Plan, 10 (TEN) self contained separate Apartments are sanctioned in the Multistoreyed Building proposed to be constructed on the said property.

(16) THAT, with the result I am of the opinion that the aforesaid property is not mortgage with any Bank/Financial Institution as well as the present Owner **RAMALAY VENTURES**, A Partnership Firm, Acting through it's Partners - (1) M/s. Unitech Buildcon, (2) M/s. Aakar Infraheights Private Limited & (3) M/s. Vishal Engineers & Developers holds a good, valid and marketable title in respect of the said property. In the like manner the said entire Scheme is carried out by **RAMALAY VENTURES**, A Partnership Firm, Acting through it's Partners - (1) M/s. Unitech Buildcon, (2) M/s. Aakar Infraheights Private Limited & (3) M/s. Vishal Engineers & Developers and it has full right and authority to develop the said plot of land and sell out the Apartments proposed to be constructed thereon.

(17) THAT, naturally therefore any prospective buyer(s) who desires to purchase a Built-up space in the Multistoreyed Building proposed to be constructed on the said **ALL THAT** Piece and Parcel of land bearing Nagpur Improvement Trust Leasehold **Plot No. 392 (THREE HUNDRED NINETY TWO)**, in Industrial Basti Scheme, containing by admeasurement 557.418 Sq. Mtrs. (OR 6000 Sq. Ft.) of **MOUZA - NAGPUR**, including all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 783, City Survey No. 132, Current No. 157 and Sheet No. 336 of Mouza - Nagpur, situated at Medical College Layout Precinct, Hanuman Nagar, Nagpur, bearing Municipal Corporation House Nos. 783 & 783/B, within the limits of the Nagpur Municipal Corporation Ward No. 10 in Tahsil and District - NAGPUR and known and styled as "**RAMALAY BLISS**" shall also acquire equally good, valid and marketable title thereto on obtaining a proper and duly registered Sale Deed from the present Owner.



Contd. ...

4) Any other relevant title :- N.A.

5) Litigations if any. - NA.

PLACE : NAGPUR
DATED : 12/05/2022


Ritesh C. Mahendra
ADVOCATE