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21st October 2020.

To,

WHOM SO OVER IT MAY CONCERN.

Sub : **LEGAL OPINION CUM NON ENCUMBRANCE CERTIFICATE & LEGAL SCRUTINY REPORT** pertaining to the immovable property comprising of all that piece and parcel of Land total admeasuring 2.2424 Hectors (5.5412 Acres) owned under Malik Makbuja/Freehold rights of ownership out of Khasra no. 247/2, of Mouza Zingabai Takli, bearing City Survey No. 1045, Sheet No. 542/87, Nagpur Municipal Corporation House No. 1210, ward no. 61, Nagpur, Tahsil and District Nagpur.

Name of the Borrower : M/s Green City Builders.

Sir,

In relation to the aforesaid property I have examined the documents detailed below

Sr No.	Particulars
a)	Copy of Sale Deed dated 23.07.2015 executed in favour of M/s Green City Builders through its Partner Shri Abid Khan Shabbir Khan.
b)	Copy of Release Deed dated 30.06.2015 executed by Smt Nayantara w/o Durgadas Vasudeo in favour of Shri Rajendra Vishvanath Chaudhary.
c)	Copy of Gift Deed dated 30.06.2015 executed by Shri Rajendra Vishvanath Chaudhary & Smt Nayantara w/o Durgadas Vasudeo in favour of Smt Jayanti W/O Avinash Vasudeo.
d)	Copy of Sale Deed dated 29.05.1985 executed by Shri Vishvanath Chaudhary in favour of Khan C operative Housing Society Ltd.
e)	Copy of Sale Deed dated 2.06.1985 executed by Shri Vishvanath Chaudhary in favour of Khan C operative Housing Society Ltd.

- f) Copy of Sale Deed dated 11.11.1986 executed by Shri Vishwanath Chaudhary in favour of Khan C operative Housing Society Ltd.
- g) Copy of Application in the matter of recording of Compromise in Arbitration Proceeding No.1 of 2010.
- h) Copy of Order dated 11.07.2007 passed by the Additional Collector, Nagpur, in Revenue Case No.131/NAP-34/2006-2007.
- i) Copy of Corporation Tax Receipt.
- j) Copy of City Survey card.

On the basis of the documents placed in my hands and after going through the said documents in relation to the aforesaid property. I have taken the search of the registration records maintained by the Sub Registrar, Nagpur, for a period of 18 years, in relation to the aforesaid property vide receipt no.1111864117/20, dated 19.10.2020. My title search report is as under :-

1. On the basis of the documents placed in my hands and after going through the said documents in relation to the said property it is seen that Land total admeasuring 12.00 Acres (4.856 Hectors) out of Khasra no.247/2, of Mouza Takli (Zingabai), Tahsil and District 2.2424 Hectors owned under Malik Makbuja/Freehold rights, along with all easementary or otherwise any rights attached to the above said plot of Land was owned by Vishwanath Chaudhary having acquired by him by inheritance from his father Shri Ishwardas Swamidas Chaudhary.
2. The said land was awarded to Shri Ishwardas Swamidas Chaudhary by the Government of India under the Displaced Persons (Rehabilitation & Compensation) Act 1950 as per the Allotment Order No. Nag-249/20/O1/1965.
3. It is seen that Shri Vishwanath Chaudhari later on had sold the Part of the above said land admeasuring about 1.00 acre (0.4046 Hectors) to the Khan Co-operative Housing Society Ltd, Nagpur vide sale deed dated 24-5-1984 bearing document serial no. 3331, which was duly registered bearing registration serial no. 1020, dated 2-7-1987, in the Office of the Sub Registrar, Nagpur-1.

4. Later on Shri Vishwanath Chaudhari sold the Part of the above said land admeasuring about 2.00 acres (0.8093 Hectors), to the Khan Co-operative Housing Society Ltd, Nagpur vide sale deed dated 21-5-1985 duly registered bearing registration serial no. 2357 dt.21-5-1985, in the Office of the Sub Registrar, Nagpur-1.
5. It is seen that Shri Vishwanath Chaudhari had further sold the Part of the above said land admeasuring about 2.00 acres (0.8093 Hectors) to the Khan Co-operative Housing Society Ltd, Nagpur vide sale deed dated 21-5-1985 duly registered bearing registration serial no. 2357 dated 21-5-1985 in the Office of the Sub Registrar, Nagpur-1.
6. It is seen that Shri Vishwanath Chaudhari had then made a gift of the Part of the above said land admeasuring about 22500 Square feet (2090.00 Square meters), i.e (0.516 Acres) in favour of Smt Surbala Vikram Pal Malhotra, vide Gift Deed dated 29-11-2004, which was duly registered bearing registration serial no. 2335, in the Office of the Sub Registrar, Nagpur-4.
7. It is seen that Shri Vishwanath Chaudhari had then made a gift of the Part of the above said land admeasuring about 22500 Square Feet i.e (2090.00 Square meters), (0.516 Acres) in favour of Dr. Mrs. Naintara w/o Durgadas Vasudeo vide Gift Deed dated 29-11-2004, which was duly registered at serial no. 2336 in the Office of the Sub Registrar, Nagpur-4.
8. It is seen that Shri Vishwanath Chaudhari, during his lifetime had entered into 2 Memorandum of Understandings, dated 25.9.2006 in relation to 3 acres, and other dated 5.8.2007 in relation to 3.33 acres, in respect to the land bearing Khasra No. 247/2, totally admeasuring 6.33 acres of Mouza Takli (Zingabai), Tahsil and District Nagpur, with Shri Pravin Chaudhari and Smt. Jayati Avinash Vasudeo.

9. It is seen that the above said land was duly converted to non-agricultural use for residential purposes by the Additional Collector, Nagpur as per his order dated 11-7-2007 passed in the Revenue Case No. 131/NAP-34/2006-2007 of Mouza Zingabai Takli, PC No. 11 Tahsil & District. Nagpur.
10. It is seen that the said Shri Pravin Chaudhari and Smt Jayati Vasudeo had filed Arbitration proceeding for Specific Performance of the aforesaid MOU dated 25.9.2006 & 5.8.2007, against the Shri Vishwanath Chaudhari before the Sole Arbitrator, Hon'ble Justice Shri P. G. Palshikar (Retired).
11. It is seen that Shri Vishwanath Chaudhari expired on 30-11-2007 leaving behind him, his wife, 1- Son and 2- Daughters namely (1) Smt. Shakuntaladevi Vishwanath Chaudhary (2) Shri Rajendra s/o Vishwanath Chaudhary (3) Smt. Nayantara W/o Durgadas Vasudeo and (4) Smt. Surbala Vikrampal Malhotraas his legal heirs and Successors.
12. It is seen that after the death of Shri Vishwanath Chaudhari, the above said legal heirs have inherited the above said property as well as the litigations filed against Shri Vishwanath Chaudhari.
13. It is seen that there arose disputes inter-se amongst the legal heirs of Shri Vishwanath Chaudhari and Shri Pravin Chaudhari, partner of M/s Chaudhari Ratan Construction and Smt Jayati Avinash Vasudeo which have resulted in filing of various Civil Suits, Criminal Proceedings by and against the parties to the Arbitration proceedings.
14. It is seen that the Special Civil Suit No. 859 of 2008 was filed by Dr. Nayantara Durgadas Vasudeo against the other owners seeking the relief of declaration, partition and separate possession.
15. It is seen that the Regular Civil Suit No. 1094 of 2008 was filed by Shri. Rajendra Choudhary & Smt. Shakuntala Choudhary

challenging the ownership of Dr. Durgadas Hansrai Vasudeo for the 16000 Square feet of land out of Khasra No.247/2.

16. During the pendency of the said suits and proceedings, particularly the Arbitration proceeding, (1) Smt. Shakuntaladevi Vishwanath Chaudhary and (2) Shri Rajendra S/o Vishwanath Chaudhari and (1) M/s Chaudhari Ratan Construction and (2) Smt. Jayati Avinash Vasudeo along with other legal heirs of the above said Property, have entered into a compromise amongst them before the Arbitrator on 05-05-2015, so also in the Special Civil Suit No. 859 of 2008 which was disposed off on 09-07-2015.

17. It is seen that Mrs. Surbala w/o Vikrampal Malhotra has relinquished her entire right, title, share, interest and claim in all that piece and parcel of the land bearing Khasra No. 247/2, admeasuring 2.56 Hectors (6.33 acres), of Mouza Takli (Zingabai), Tahsil and District Nagpur in favour of Shri Rajendra s/o Vishwanath Chaudhary as per the Deed of Relinquishment dated 20-3-2014 which was duly registered at Sr. No. 2320 dated 20-3-2014 in the Office of the Sub Registrar, Nagpur — 1. Hence by virtue of this Relinquishment deed, Shri Rajendra s/o Vishwanath Chaudhary was entitled to the absolute right, title and interest over the share of Mrs. Surbala w/o Vikrampal Malhotra in the above said Land bearing Khasra No. 247/2, admeasuring 2.56 Hectors (6.33 acres) of Mouza Takli (Zingabai) Nagpur.

18. It is seen that Smt. Shakuntaladevi Vishwanath Chaudhary expired on 25-12-2014 leaving behind her 1 - Son and 2 - Daughters namely (1) Shri Rajendra S/o Vishwanath Chaudhari, (2) Smt. Nayantara w/o Durgadas Vasudeo and (3) Smt. Surbala Vikrampal Malhotra as her legal heirs and Successors.

19. Smt Surbala Vikrampal Malhotra had already relinquished her entire right, title, share, interest and claim in all that piece and

parcel of the land bearing Khasra No. 247/2, admeasuring 6.33 acres, of Mouza Takli (Zingabai), Tahsil and District Nagpur in favour of Shri Rajendra s/o Vishwanath Chaudhary, and hence after the death of Smt. Shakuntaladevi Vishwanath Chaudhary, 1) Shri Rajendra s/o Vishwanath Chaudhari and 2) Smt. Nayantara W/o Durgadas Vasudeo became the owners of the share pertaining to of Smt. Shakuntaladevi Vishwanath Chaudhary.

20. Thus it can be seen that, all the parties to the above said Arbitration proceedings realized the fact that long time had gone till then and during the pendency of the said proceedings the proposal for compromise was mooted and all the Parties sat together and after long discussions the parties to the proceedings come to the final conclusion to settle their dispute and record their compromise before the Sole Arbitrator by reducing their agreed terms in detail.
21. During the pendency of the said suits and proceedings, particularly the Arbitration proceeding, Shri Rajendra S/o Vishwanath Chaudhari and Dr. Durgadas Hansraj Vasudeo have entered into a compromise which was recorded in the proceeding in the Regular Civil Suit No. 1094 of 2008, and a Compromise Decree was passed by the Hon'ble 2nd Jt. Civil Judge, Jr. Dn., Nagpur on 16-5-2015 whereby Shri Rajendra S/o Vishwanath Chaudhari has accepted the ownership of Dr. Durgadas Hansraj Vasudeo for the land admeasuring about 16000 Square feet (0.14864 Hectors) of land out of the above said Kh. 247/2 in Mouza Zingabai.
22. After the deduction of the above said lands and considering the land, Shri Vishwanath Chaudhari remained the owner of 2.54956 Hectors. i.e (6.33 Acres) as per 7/12 record of land.
23. It is seen that in view of compromise recorded in the Arbitration proceedings, it was specifically agreed amongst the parties to the compromise, that Shri Vishwanath Chaudhari shall assign, transfer,

convey in favour of M/s Chaudhari Ratan Construction, in respect of land admeasuring 2.87 acres, out of land bearing Khasra No. 247/2, of Mouza Takli (Zingabai), Tahsil and District Nagpur.

24. It is seen that M/s Chaudhari Ratan Construction, in turn had agreed to assign/withdraw its rights with respect to the aforesaid 2.87 acres of the land to be given to the M/s. Green City Builders by Shri Rajendra S/o Vishwanath Chaudhari for which Shri Rajendra s/o Vishwanath Chaudhari accorded his consent.

25. Accordingly an Agreement of Assignment was executed amongst the parties and M/s Chaudhari Ratan Construction, wherein M/s. Green City Builders had paid the agreed amount to M/s Chaudhari Ratan Construction being the consideration amount as agreed to M/s Chaudhari Ratan Construction by Shri Rajendra S/o Vishwanath Chaudhari to get the rights of M/s Chaudhari Ratan Construction in respect of 2.87 Acres. In pursuance of the aforesaid understanding the said rights in respect of the said land was assigned in favour of M/s. Green City Builders by Shri Rajendra S/o Vishwanath Chaudhari.

Thereafter upon the aforesaid terms and conditions M/s. Green City Builders as well as Shri Rajendra S/o Vishwanath Chaudhari were introduced as a Party in the aforesaid Arbitration proceedings.

26. It is seen that in terms of and subject to the compromise recorded in the Compromise before the Sole Arbitrator, Dr. Naintara Durgadas Vasudeo relinquished her entire right, title, share, interest and claim in all that piece and parcel of the land bearing Khasra No. 247/2, admeasuring 6.33 acres, of Mouza Takli (Zingabai), Tahsil and District Nagpur, also from the land admeasuring about 27500 Sf.ft. & the existing bungalow adjacent to the above said Plot of land in favour of Shri Rajendra S/o Vishwanath Chaudhari, as per the Deed of Relinquishment duly

registered bearing registration Sr. No. 2644 dt. 30-06-2015 of the Office of the Sub Registrar, Nagpur — 6.

27. On the basis of the documents placed in my hands and after going through the said documents, it revealed that Shri Adarsh Surajlal Bhutani, and Shri Arvind Surajlal Bhutani (Sons of Smt. Satya Surajlal Bhutani') had withdrawn their claim in Special Civil Suit No. 859/2008 & Regular Civil Suit No. 95/2010 dated 11-05-2015 and 12-05-2015 respectively from 6.33 Acres (2.56 Hectares).
28. As per the compromise, the total Land in dispute admeasured about 2.56 Hectors (6.33 Acres) (as per 7/12 record), but actually after deduction of the lands transferred referred above, the residue of remaining land came to 2.54956 Hectors (6.3002 Acres).
29. Smt Jayanti Avinash Vasudeo later on relinquished her claim and right in the land admeasuring about 2.56 Hectors (6.33 Acres) for which she had filed a dispute, in lieu of this, Shri Rajendra S/o Vishwanath Chaudhari along with Smt Nayantara Durgadas Vasudeo has executed a Gift deed for the land admeasuring about 0.1579339 Hectors (17000 Sq.fts) in favour of Smt. Jayati Avinash Vasudeo which was duly registered bearing registration serial no. 2645 dt. 30-06-2015 of the Office of the Sub Registrar, Nagpur-6.
30. It is seen that, after execution of the Deed of Relinquishment of her share in the above said property by Dr. Naintara Durgadas Vasudeo & as per the Compromise amongst the Parties to the Arbitration and as per the Award of Arbitration, Shri Rajendra S/o Vishwanath Chaudhary, became the owner of the Plot of land' totally admeasuring 2.391.6261 Hectors owned under Malik Makbuja/Freehold rights of Khasra no. 247/2, of Mouza Zingabai Takli, bearing City Survey No. 1045, Sheet No. 542/87 of Mouza Zingabai Takli, Nagpur, Tahsil and District Nagpur along with all

easementary or otherwise any rights attached to the plot of Land/property.

31. It is seen that, out of the remaining 2.3916261 Hectors (2.54956 Hectors), the said Shri Rajendra S/o Vishwanath Chaudhari and his son Shri Ashish S/o Rajendra Chaudhary had retained 0.1492261 Hectors (16062 Sq.fts) land along with the old dilapidated house standing thereon for themselves.

32. After deducting 0.1492261 Hectors, Shri Rajendra s/o Vishwanath Chaudhari and Shri. Ashish s/o Rajendra Chaudhary decided to sell the remaining vacant land about 2.2424 Hectors (5.5412 acres) to the M/s. Green City Builders.

33. Shri Rajendra s/o Vishwanath Chaudhari and Shri Ashish s/o Rajendra Chaudhary later on transferred by way of sale Land total admeasuring 2.2424 Hectors (5.5412 Acres) owned under Malik Makbuja/Freehold rights of ownership out of Khasra no. 247/2, of Mouza Zingabai Takli, bearing City Survey No. 1045, Sheet No. 542/87 of mouza Zingabai Takli, Nagpur Municipal Corporation House No. 1210, ward no. 61, Nagpur, Tahsil and District Nagpur, in favour of M/s. Green City Builders vide Sale Deed dated 23-7-2015, which was duly registered bearing registration at Sr. No. 3566, dated 24-7-2015 in the office of the Sub Registrar, Nagpur-

4.

34. On the basis of the documents placed in my hands and upon its verification it is seen that the said M/s Green City Builders is the owner of all that piece and parcel of Land total admeasuring 2.2424 Hectors (5.5412 Acres) owned under Malik Makbuja/Freehold rights of ownership out of Khasra no. 247/2, of Mouza Zingabai Takli, bearing City Survey No. 1045, Sheet No. 542/87, Nagpur Municipal Corporation House No. 1210, ward no. 61, Nagpur, Tahsil and

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District Nagpur, has got the right, title and interest in respect of the same.

This title search report is given on 21st October 2020.

The documents furnished for verification are being returned herewith.

Yours faithfully



(M. Quazi Adv)

Receipt No.1111864117/20, dated 19.10.2020.