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Ashwin R. Patil
ADVOCATE

To,

The MahaRERA

LEGAL TITLE REPORT

Sub.: Title Clearance certificate with respect to

All That piece and parcel of property comprising Retainable Land total admeasuring about 4500 Sq. Mtrs. (48,438 Sq. Ft) consisting of Gaat No. R-2 (Survey No. 46/B/R/2) admeasuring about 1500 Sq. Mtrs., Gaat No. R-3 (Survey No. 46/B/R/3) admeasuring about 1500 Sq. Mtrs. and Gaat No. R-4 (Survey No. 46/B/R/4) admeasuring about 1500 Sq. Mtrs. in the sanctioned layout, developed on & being part of the entire Non-Agriculture Land bearing Khasra No. 46/B/1 admeasuring about 7135.28 Sq. Mtrs. being the part of Non-Agriculture Land admeasuring about 0.81 Hectares (8100 Sq. Mtrs), a Northern Portion of the entire Land bearing Khasra No. 46/B admeasuring about 1.45 Hectares of Mouza- BELTARODI, Patwari Halka No. 38, held in Bhumiswami - Class I Rights situated at Village - Beltarodi in Tahsil - Nagpur (Rural), District-Nagpur and bounded as under. -

PARTICULARS	**PLOT NO R-2**	**PLOT NO R-3**	**PLOT NO R-4**
TOWARDS EAST	KH.NO.50&51	KH.NO.50&51	KH.NO.50&51
TOWARDS WEST	12 MT. DP ROAD	12 MT. DP ROAD	12 MT. DP ROAD
TOWARDS NORTH	PLOT NO R-1	PLOT NO R-2	PLOT NO R-3
TOWARDS SOUTH	PLOT NO R-3	PLOT NO R-4	PLOT NO 1 TO 8

I have investigated the title of the said land on the request of M/S Vishal Infraventure, a Partnership Firm having its office at First Floor, Rohera Business Arcade, Ajni Square, Nagpur - 440015 and following documents i.e:-

1) Description of the property.

All That piece and parcel of property comprising Retainable Land total admeasuring about 4500 Sq. Mtrs. (48,438 Sq. Ft) consisting of Gaat No. R-2 (Survey No. 46/B/R/2) admeasuring about 1500 Sq. Mtrs., Gaat No. R-3 (Survey No. 46/B/R/3) admeasuring

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about 1500 Sq. Mtrs. and Gaat No. R-4 (Survey No. 46/B/R/4) admeasuring about 1500 Sq. Mtrs. in the sanctioned layout, developed on & being part of the entire Non-Agriculture Land bearing Khasra No. 46/B/1 admeasuring about 7135.28 Sq. Mtrs. being the part of Non-Agriculture Land admeasuring about 0.81 Hectares (8100 Sq. Mtrs), a Northern Portion of the entire Land bearing Khasra No. 46/B admeasuring about 1.45 Hectares of Mouza- BELTARODI, Patwari Halka No. 38, held in Bhumiswami - Class I Rights situated at Village - Beltarodi in Tahsil - Nagpur (Rural), District-Nagpur

2) The documents of allotment of plot.

i. Sale Deed 20/04/2023 duly registered at the office of the joint Sub-Registrar , Nagpur at Sr. No. 2661/2023 executed by Devisons Estate Private Limited, Mr. Bhushan Asudalal Khubchandani, Mr. Jivan Verhomal Shivnani, Mr. Niranjanlal Vishandas Dholya in favour of M/s Vishal Infraventure. .

ii. Property Card extract for Gaat No. R2

iii. Property Card extract for Gaat No. R3

iv. Property Card extract for Gaat No. R4

3) Search Report for 30 years from the years 1993 to 2023 on perusal of the above mentioned documents and all other relevant documents relating to title of the said property.

On perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion there is no litigation is pending in respect of the property bearing Gaat No. R-2 (Survey No. 46/B/R/2) admeasuring about 1500 Sq. Mtrs., Gaat No. R-3 (Survey No. 46/B/R/3) admeasuring about 1500 Sq. Mtrs. and Gaat No. R-4 (Survey No. 46/B/R/4) admeasuring about 1500 Sq. Mtrs. bearing Khasra No. 46/B of Mouza- BELTARODI, Patwari Halka No. 38, situated at Village - Beltarodi in Tahsil - Nagpur (Rural), District-Nagpur in any court or before any authority.

That the title of

i. (1) M/S Vishal Infraventure, a Partnership Firm having its office at First Floor, Rohera Business Arcade, Ajni Square, Nagpur - 440015,is clear, Marketable and without any encumbrances.

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Owners of the Land

Owners of the land –

(1) M/S Vishal Infraventure, a Partnership Firm having its office at First Floor, Rohera Business Arcade, Ajni Square, Nagpur – 440015

The report reflecting the flow of the title of

(1) M/S Vishal Infraventure, a Partnership Firm having its office at First Floor, Rohera Business Arcade, Ajni Square, Nagpur - 440015 is enclosed herewith as annexure.

REMARKS :

ENCL : ANNEXURE

Date : 22/09/2023

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FORMAT - A
(Circular No.:- 28 /2021)

FLOW OF THE TITLE OF THE SAID LAND.

1) 7/12/Property Card as on the date of registration.
2) Mutation entry no. 3888 dated 23/05/2023
3) Mutation entry no. 3888 dated 23/05/2023
4) Mutation entry no. 3888 dated 23/05/2023

NARRATION ON FLOW OF TITLE:

WHEREAS, originally, all that piece and parcel of Agriculture Land total admeasuring about 2.17 Hectares comprising of Agriculture Land admeasuring about 0.72 Hectares (7200 Sq. Mtrs.) bearing Khasra No. 46-A and Agriculture Land bearing Khasra No. 46-B total containing by admeasurement 1.45 Hectares (14500 Sq. Mtrs.) forming part and parcel of land of Mouza - Beltarodi, Patwari Halka No. 38, held in Bhumiswami - Class - I rights, situated at Village - Beltarodi in Tahsil - Nagpur (Rural), District-Nagpur (Hereinafter referred as the said 'Agriculture Land bearing Khasra No. 46-A' and Agriculture Land bearing Khasra No. 46-B) was owned and possessed by Mr. Keshavrao S/o, Ramchandra Banait, Resident of 9. Radha Complex, Dattatraya Nagar, Nagpur; AND

WHEREAS, Mr. Keshavrao S/o. Ramchandra Banait has applied for Non- Agriculture (Residential) Use of total land admeasuring about 13600 Sq. Mtrs. out of Agriculture Land bearing Khasra No. 46-A and 46-B total admeasuring about 2.17 Hectares to the Collector of Nagpur; AND

WHEREAS, Mr. Keshavrao Ramchandra Banait has transferred, conveyed and assigned the said Agriculture Land admeasuring about 0.81 Hectares (8100 Sq. Mtrs)

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being the Northern portion of the Agriculture Land bearing Khasra No. 46-B to Mrs. Kirandev W/o. Vipin Panpaliya, Resident of Dhantoli, Nagpur, Mr. Babulal S/o. Roshanlal Patni Resident of Itwari, Nagpur, Mr. Veena W/o. Rajesh Loya, Resident of Bajaj Nagar, Nagpur and Mr. Parikshit S/o. Rajesh Loya, Resident of Bajaj Nagar, Nagpur (Hereinafter referred as the 'Land Owners") by way of Sale by executing a Sale Deed dated 09/11/2005 in the office of Joint Sub Registrar, Nagpur (Rural) No. 10 bearing Document No. 6643/2005 on 6643/2005; AND

WHEREAS, the Land admeasuring about 13600 Sq. Mtrs. out of said Agriculture Land bearing Khasra No. 46-A & 46-B total admeasuring about 2.17 Hectares is converted for Non-Agricultural (Residential) use vide Order dated 25/04/2006 passed by the Collector, Nagpur in Revenue Case No. 743/NAP-34/2005-2006 (NA Order"); AND

WHEREAS, with reference to above NA Order, the Land admeasuring about 0.81 Hectares (8100 Sq. Mtrs.) being Northern portion of the Land bearing Khasra No. 46-B owned and possessed by the Land Owners is converted for Non-Agricultural (Residential) use (Hereinafter referred as the said "Land"); AND

WHEREAS, since the said Land was coming within the limits of Nagpur Urban Agglomeration and the provision of Urban Land (Ceiling & Regulation) Act, 1976 became applicable to the aforesaid land, the Land Owners have filed a Return/Statement under Section 6(1) of the said Act before the Deputy Collector & Competent Authority. U.L.C. Nagpur and on completion of enquiry in respect of the said Land, the said competent Authority by its Order dated 12/04/2006, passed under Section 8 (4) of the U.L.C Act declared that out of said Land, the Land Owners are entitled to hold (1500 Sq. Mtrs. X 4)=6000 Sq. Mtrs, of land as Retainable Land & the remaining land admeasuring 2100 Sq. Mtrs. was declared as Surplus/Vacant land within the meaning of the said Act; AND

WHEREAS, pursuant to the aforesaid Order, the Land Owners have applied for exemption of the aforesaid Surplus/ Vacant land as per guidelines issued under Government Resolution No. CSC-ULC-1091/5 (3977) /D-XIII, dated 15/01/1992 by the General Administration Department, the Government of Maharashtra (Housing and special Assistance Department) and thereafter the Deputy Collector & Competent Authority, U.L.C. Nagpur, in exercise of the powers conferred under Section 20(1) (a) of

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the said Act exempted the said Surplus/ Vacant land from the provisions of Chapter III of the said Act for purpose of providing Plots, Row Houses, Apartment, Tenements as per Talegaon Dabhade pattern vide its order No. A.T.P. / U.L.C./ T. D. (914)/ 2006/1694, dated 31/07/2006

WHEREAS, as per the aforesaid order, out of 2100 Sq Mtrs of Surplus Land, the Land area of 964.72 Sq. Mtrs, was marked/reserved for internal roads of the layout and the Land area of 1135.28 Sq. Mtrs. was sanctioned for providing the plots of different sizes; AND

WHEREAS, the Land Owners have carved out 8 (Eight) Plots of different sizes on the said Surplus Land as per "Talegaon Dabhade' pattern in view of the above- mentioned order; AND

WHEREAS, in pursuant to above order, the said Land is bifurcated as under.

SR.NO.	PARTICULARS	AREA(SQ. MTRS.)
1	Gaat No. R-1 (Retainable Land)	1500
2	Gaat No. R-2 (Retainable Land)	1500
3	Gaat No. R-3 (Retainable Land)	1500
4	Gaat No. R-4 (Retainable Land)	1500
5	Gaat No. 1 to 8 on Surplus Land	1135.28
6	Internal Roads	964.72
	TOTAL LAND	8100

WHEREAS, the Land Owners have transferred, conveyed and assigned the said Land admeasuring about 0.81 Hectares which comprises Retainable Land bearing Gaat No. R-1 to R-4, each admeasuring 1500 Sq Mtrs. and total containing by admeasurement 6000 Sq. Mtrs, and Plots on Surplus Land bearing Gaat No. 1 to 8, total containing by admeasurement 1135 28 Sq. Mtrs., to the Vendors by way of sale, by executing Sale

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Deed dated 17/07/2007, which is duly registered in the office of Joint Sub-Registrar Nagpur (Rural) No. 7 bearing Document No. 4548/2007 on even date,

WHEREAS, in view of the aforesaid Sale Deed dated 17/07/2007, the Vendors have acquired right, title and interest in the said Land in proportion to monetary contribution paid by each of them, hence their ownership in the aforesaid land was fixed and determined as under: -

VENDOR NO	**NAMES**	**SHARE IN SQ. MTRS.**	**SHARE IN SQ. FTS**
1	Devisons Estate Private Limited	2908.23	31304.15
2	Mr. Bhushan Asudalal Khubchandani	1184.50	12750.00
3	Mr. Jivan Verhomal Dholya	1184.50	12750.00
4	Mr. Niranianlal Vishandas Dholya	1858.05	20000.00
	TOTAL	**7135.28**	**76804.15**

WHEREAS, the Land covering the Plotable area of 7135.28 Sq. Mtrs. was numbered as 46-B/1 on revenue record and separate 7'12 extract was issued by the Competent Authority in the names of the Vendors accordingly, AND

WHEREAS, later on, the Competent Authority has created the separate revenue records Plot wise of said Land and accordingly the separate Khasra/survey numbers are allotted plotwise; AND

WHEREAS, as per the Instructions of Vendor No. 4. the Vendors have sold the Land admeasuring about 750 Sq. Mtrs. being the Southern Part of Gaat No. R-1 admeasuring 1500 Sq. Mtrs (16146 Sq. Feet) to New Dandeli Venture vide Sale Deed dated 22/08/2008 duly registered in the office of Joint Sub Registrar Nagpur (Rural) No. 7 bearing Document No. 5290/2008 on even date and entire sale consideration out of

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the said sale deed has been received by the Vendor No. 4 towards part of his share in the Land; AND

WHEREAS, as per the instructions of Vendor No. 4, the Vendors have sold the Land admeasuring about 750 Sq. Mtrs. being the Northern Part of Gaat No. R-1 admeasuring 1500 Sq. Mtrs (16146 Sq. Feet) to Mr. Sufian Shirajul Siddique vide Sale Deed dated 22/08/2008 duly registered in the office of Joint Sub Registrar Nagpur (Rural) No. 7 bearing Document No. 5291/2008 on even date and entire sale consideration out of the said sale deed has been received by the Vendor No. 4 towards part of his share in the Land; AND

WHEREAS, the Vendor No. 4 has sold his remaining undivided share admeasuring 358.045 Sq. Mtrs, (3854 Sq. Feet) out of his total share of 20000 Sq. Feet to the Vendor No. 1, 2 & 3 vide Sale Deed dated 22/08/2008 duly registered in the office of Joint Sub Registrar Nagpur (Rural) No. 7 bearing Document No. 5292/2008 on even date; AND

WHEREAS, in view of the aforesaid Sale Deeds, the Vendor No. 1 to 3 become owners and having right, title, share and interest in the said Land as mentioned below. –

VENDOR NO.	NAMES	SHARE IN SQ. FT
1	Devisons Estate Pvt Ltd	32588.81
2	Mr. Bhushan Asudalal Khubchandani	14034.66
3	Mr. Jivan Verhomal Dholya	14034.66
	TOTAL	60658.13

WHEREAS, the Vendor No. 4 was not having any right, title, interest & possession in the said Land in view of the above-mentioned Sale Deeds dated 22/08/2008, but his name was getting reflected as one of the Land Owners on Revenue Records of the Government; AND

WHEREAS, the Vendor No. 1 to 3 have all rights to transfer the said Plots to the any party and for cogent reasons & good causes, they have decided to sale the said Plots along with all rights & interest; AND

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WHEREAS, the Vendor No. 1 to 3 have assured that there is no material, latent or patent defects in the said Plots and their title, rights and possession is marketable and that they have absolute rights and full authority to convey, assign and transfer the said Plots by way of sale and that the Purchaser by believing the representation and assurances of the Vendors, has expressed its desire and willingness to purchase the Gaat No. R-2, Gaat No. R-3 and Gaat No. R-4 total admeasuring about 4500 Sq. Mtrs. from the Vendors for a mutually agreed price, out of total area of land admeasuring about 60658.13 Sq. Ft. owned and possessed by the Vendor No. 1 to 3 herein and as referred in table in hereinabove; AND

WHEREAS, All Directors of the Vendor No. 1 Company have unanimously decided to sell their share in the said Plots along with other owners to the Purchaser and/or its nominee(s) by Passing resolution to that effect in their meeting held on 31/01/2022; AND

WHEREAS, after detailed negotiations & discussions, the Purchaser has agreed to purchase and the Vendor No. 1 to 3 have agreed to sale the said Plots with all rights and interest at the rate of Rs. 1,650/- Per Sq. Ft., thus total consideration amounting to Rs 7,99,22,700/- (Rupees Seven Crore, Ninety Nine Lakhs, Twenty Two Thousand & Seven Hundred Only) by an Agreement on 03/02/2022; AND

WHEREAS, the Purchaser has given Public Notice in the daily Local Newspaper 'Lokmat' on 05/02/2022 through its Advocate, Intimating about its intention to purchase the said Plots from the Vendors and calling objections from general public relating to title of the Vendors, as a bonafide purchaser, AND

WHEREAS, the Vendor No. 1 to 3 have assured the Purchaser that they shall get the name of the Vendor No. 4 deleted from all the Government Records by following the due process of law and by completing all formalities before the execution and registration of Sale Deed; AND

WHEREAS, due to some reasons, some differences arouse between the Parties and after exchange of various communications, legal notices and public notices between the parties, the Purchaser was constrained to file a suit for Specific Performance

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against the Vendors before the Civil Judge Senior Division, Nagpur, which is registered as Special Civil Suit No. 121/2023 and allotted to Hon'ble 4 Joint Civil Judge Senior Division, Nagpur, AND

WHEREAS, the Parties to this deed have resolved the issues amicably among themselves and now Vendor No. 1 to 4 have decided to execute this Sale Deed in favour of Purchaser and/or its nominee(s) or in the names as may be suggested/nominated by the Purchaser, AND

WHEREAS, as per the resolution dated 31/01/2022 passed by all the Directors of the Vendor No. 1 Company, Mr. Omprakash Gokuldas Bajaj and Mr. Suresh Gokuldas Bajaj, the Directors of the Company are authorized and empowered to sign & execute Sale Deed and present the same personally or through their constituted attorney for registration before the Concerned Sub-Registrar; AND

WHEREAS, Mr. Suresh Gokuldas Bajaj has appointed and constituted Mr. Omprakash Gokuldas Bajaj as his attorney, duly authorized and empowered him to execute any deed or document on his behalf and in his name, by executing General Power of Attorney dated 12/06/2007, duly registered in the office of Joint Sub Registrar Nagpur No. 4 bearing Document No. 3223/2007 on even date; AND

WHEREAS, the executant of the aforesaid power of attorney is alive and he has not cancelled/withdrawn / terminated the said power of Attorney; AND

WHEREAS, the directors of the Partner No. 4 of the Purchaser Firm have authorized and empowered its Director Mr. Soham Samir Kunawar, to sign, execute and register any deed or document in the name of and on behalf of the Company by passing resolution to that effect; AND

WHEREAS the Parties to this deed shall get the said suit withdrawn & disposed off by following the due process of law and getting the appropriate order passed by the Hon’ble court in the said suit after execution and registration of Sale Deed: AND

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WHEREAS, the Vendor No. 4 hereby confirmed to the Purchaser that the Vendor No. 1 to 3 are having all rights, interest, title and possession of said Plots and he is only one of the Land Owners on Government Record; AND

WHEREAS, the Vendors have not completed the formalities to delete the name of Vendor No. 4 from the revenue records of Government pertaining to said Land, as the Vendor No. 4 has undertaken to execute and register any deed/document pertaining to said Land in favour the Purchaser as and when required to ensure conveyance of clear and marketable title to it.; AND

WHEREAS, the Vendor No. 4 has undertaken that he shall never dispute this deed/transaction and shall not raise any adverse claim in future, as he has fully consented for the present transaction of Sale; AND

Whereas a Sale Deed was executed by Sale Deed 20/04/2023 duly registered at the office of the joint Sub-Registrar , Nagpur at Sr. No. 2661/2023 executed by Devisons Estate Private Limited, Mr. Bhushan Asudalal Khubchandani, Mr. Jivan Verhomal Shivnani, Mr. Niranjanlal Vishandas Dholya in favour of M/s Vishal Infraventure. .

4. Any other relevant Title : No

5. Any Other Litigation : No

Nagpur

Dated : 22/09/2023

