

Res. : 54 Sawarkar Nagar,
Khamla Road, Nagpur-15

Ashwin R. Patil
ADVOCATE

Mb.9822936551
E.mail – ashwinpatil70@gmail.com

FORMAT- A
(Circular No. 28/2021)

To
MahaRERA
6 & 7th Floor, Housfin Bhavan,
Plot No. C-21, E-Block,
Bandra Kurla Complex,
Bandra (E), Mumbai-4000 051

MahaRERA
Administrative Buidling No. 1,
Civil Lines, Nagpur-440 001.,

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to Khasra Nos. 42/1, 42/2, 43/1 & 43/3, having total area of 2.43 Hectare R., 1.85 Hectare R., 1.21 Hectare R. & 5.39 Hectare R. respectively thus total admeasuring 10.88 Hectare R., Land Revenue Rs. 5.70/-, Rs. 4.30/-, Rs. 3.40/- & Rs. 13.90/- respectively, Khate/Account No. 11, 98, 33, & 85 respectively of Mouza – KANHOLI (JU.), Patwari Halka No. 48, TOGETHERWITH a Layout proposed to be carved on the said land to be known and styled as “UNIQue CITY-II”, situated at Village – Kanholi, in Tahsil – Hingna and District – NAGPUR (hereinafter referred as the said “plot”).

I have investigated the title of the said layout on the request of (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar and M/s. Ganpati Builders and Developers acting through its Partners (a) Mr. Vyankatesh Trimbakrao Kunawar & (b) Mr. Nilesh Gajananrae Chandawar (Name of owners/ promoters/ developers/company) and following documents i.e.

(1) Description of the property:

ALL THOSE Pieces and Parcels of land bearing Khasra Nos. 42/1, 42/2, 43/1 & 43/3, having total area of 2.43 Hectare R., 1.85 Hectare R., 1.21 Hectare R. & 5.39 Hectare R. respectively thus total admeasuring 10.88 Hectare R., Land Revenue Rs. 5.70/-, Rs. 4.30/-, Rs. 3.40/- & Rs. 13.90/- respectively, Khate/Account No. 11, 98, 33, & 85 respectively of Mouza – KANHOLI (JU.), Patwari Halka No. 48, TOGETHERWITH a Layout proposed to be carved on the said land to be known


ASHWIN R. PATIL
Advocate
54, Sawarkar Nagar,
Khamla Road, Nagpur-15

and styled as "UNIQUE CITY-II", situated at Village – Kanholi, in Tahsil – Hingna and District – NAGPUR and bounded as under :- **Boundaries of Khasra No. 42/1 :-** ON THE EAST - KHASRA NO. 38, ON THE WEST - REMAINING PORTION OF KHASRA NO.42, ON THE NORTH - KHASRA NO. 41, ON THE SOUTH - KHASRA NO. 43, **Boundaries of Khasra No. 42/2 :-** ON THE EAST - KHASRA NO. 42/1, ON THE WEST - ROAD, ON THE NORTH - KHASRA NO. 41, ON THE SOUTH - KHASRA NO. 43, **Boundaries of Khasra No. 43/1 & 43/3 :-** ON THE EAST - KHASRA NO. 44, ON THE WEST - NALLAH, ON THE NORTH - NALLAH & KHASRA NO. 45, ON THE SOUTH - KHASRA NO. 43/2-4.

(2) The Document of allotment of plot :-

- i. Sale Deed Dated 11-12-2007 for Khasra No. 42/1 executed by (1) Smt. Malabai Prabhakar Nakade, (2) Smt. Tarabai Gulabrao Londe & (3) Smt. Tulsabai Babanrao Ghangare in favour of (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar, Registered Serial No. 6929/2007 on 11-12-2007.
- ii. Sale Deed Dated 13-12-2006 for Khasra No. 42/2 executed by (1) Mr. Raju Ramaji Bhagwe, (2) Mr. Maroti Ramaji Bagwe & (3) Smt. Jyoti Sureshrao Hinge in favour of M/s. Ganpati Builders and Developers acting through its Partners (a) Mr. Vyankatesh Trimbakrao Kunawar & (b) Mr. Nilesh Gajananrao Chandawar, Registered Serial No. 388/2006 on 13-12-2006.
- iii. Sale Deed Dated 08-11-2007 for Khasra Nos. 43/1 & 43/3 executed by Smt. Nimbunabai Pandurang Dhabarde in favour of (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar, Registered Serial No. 6440/2007 on 08-11-2007 and the said Sale Deed is also signed and consented by (1) Mr. Vijay Pandurang Dhabarde, (2) Mr. Ghanshyam Pandurang Dhabarde, (3) Mr. Ajay Pandurang Dhabarde, (4) Mrs. Asha Purushottam Vaidya, (5) Mrs. Rama Ramesh Kawade, (6) Mrs. Sujata Rajendra Moon & (7) Mrs. Niranjana Suresh Bhagat in the Capacity of the Consentors.

(3) 7/12 extract issued by Competent Authority Mutation Entry Nos. 532 dated 07-01-2008 for Khasra No. 42/1; Mutation Entry No. 560 for Khasra No. 42/2 and Mutation Entry No. 525 dated 23-11-2007 for Khasra No. 43/1 & 43/3.

(4) Search report for 30 years from 1992 to 2022


ASHWIN R. PATIL
 Advocate
 54, Sawarkar Nagar,
 Khamla Road, Nagpur-15

2/- On perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that the title of (following owner) is clear, marketable and without any encumbrances.

Owners of the land

ALL THOSE Pieces and Parcels of land bearing Khasra Nos. 42/1, 42/2, 43/1 & 43/3, having total area of 2.43 Hectare R., 1.85 Hectare R., 1.21 Hectare R. & 5.39 Hectare R. respectively thus total admeasuring 10.88 Hectare R., Land Revenue Rs. 5.70/-, Rs. 4.30/-, Rs. 3.40/- & Rs. 13.90/- respectively, Khate/Account No. 11, 98, 33, & 85 respectively of Mouza – KANHOLI (JU.), Patwari Halka No. 48, TOGETHERWITH a Layout proposed to be carved on the said land to be known and styled as "UNIQUE CITY-II", situated at Village – Kanholi, in Tahsil – Hingna and District – NAGPUR	(1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar AND M/s. Ganpati Builders and Developers acting through its Partners (a) Mr. Vyankatesh Trimbakrao Kunawar & (b) Mr. Nilesh Gajananrao Chandawar
--	---

(i) Qualifying comments / remarks if any:.... (No Comment)

In accordance with the available search from the online portal the Title of (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar and M/s. Ganpati Builders and Developers acting through its Partners (a) Mr. Vyankatesh Trimbakrao Kunawar & (b) Mr. Nilesh Gajananrao Chandawar on the said lands are good, valid, marketable, clear and salable

3/- The report reflecting the flow of the title of the (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar and M/s. Ganpati Builders and Developers acting through its Partners (a) Mr. Vyankatesh Trimbakrao Kunawar & (b) Mr. Nilesh Gajananrao Chandawar (Owners/Promoters/ developers/ company) on the said land is enclosed herewith as annexure.

Encl : Annexure

Nagpur,
Dated : 31.05.2023


Ashwin Patil
Advocate

ASHWIN R. PATIL
Advocate
54, Sawarkar Nagar,
Khamla Road, Nagpur-15

FORMAT- A

(Circular No. 28/2021)

ANNEXURE**FLOW OF THE TITLE OF THE SAID LAND**

1) 7/12 Extract of Khasra Nos. 42/1, 42/2, 43/1 and 43/3 issued by Village Officer, Kanholi, Hingna as on date of application for registration

The names of (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar are recorded in the 7/12 Extracts of Khasra Nos. 42/1, 43/1 & 43/3, having total area of 2.43 Hectare R., 1.21 Hectare R. & 5.39 Hectare R. respectively, Land Revenue Rs. 5.70/-, Rs. 3.40/- & Rs. 13.90/- respectively, Khate/Account No. 11, 33 & 85 respectively of Mouza – KANHOLI (JU.), Patwari Halka No. 48, situated at Village – Kanholi, in Tahsil – Hingna and District – NAGPUR.

2) Mutation Entry -

The 7/12 Extract of Khasra Nos. 42/1, 43/1 & 43/3 Issued by Village Officer, Kanholi, Hingna reveal that vide Mutation Entry Nos. 532 dated 07-01-2008 for Khasra No. 42/1 and Mutation Entry No. 525 dated 23-11-2007 for Khasra No. 43/1 & 43/3 the name of (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar are recorded as owners of the said lands.

The 7/12 Extract of Khasra No. 42/2 Issued by Village Officer, Kanholi, Hingna reveal that vide Mutation Entry No. 560 for Khasra No. 42/2 the name of M/s. Ganpati Builders and Developers acting through its Partners (a) Mr. Vyankatesh Trimbakrao Kunawar & (b) Mr. Nilesh Gajananrao Chandawar is recorded as owner of the said land.

3) Search report for 30 years from 1992 to 2022 taken from Sub Registrar Office at Nagpur.

Khasra No. 42/1 :-

THAT ALL THAT Piece and Parcel of Agricultural Land bearing Khasra No. 42/1 of Mouza – KANHOLI, P. H. No. 48, having an area of 2.43 Hectare R., Land Revenue Rs. 5.70/-, held in Bhogwatdar Class-1 Rights, Khate No. 11 TOGETHERWITH all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and including all other easementary rights appurtenant and


ASHWIN R. PATIL
 Advocate
 54, Sawarkar Nagar,
 Khamla Road, Nagpur-44

belonging thereto, situated at Village - Kanholi in Tahsil - Hingna and District - NAGPUR, originally belonged to (1) Smt. Malabai Prabhakar Nakade, (2) Smt. Tarabai Gulabrao Londe & (3) Smt. Tulsabai Babanrao Ghangare as recorded Joint Owners thereof being their separate ancestral property (each of them having 1/3rd (i.e. 0.81 Hectare R.) share and interest in the said property) and the same is mutated in their joint names in all relevant records.

THAT the aforesaid (1) Smt. Malabai Prabhakar Nakade, (2) Smt. Tarabai Gulabrao Londe & (3) Smt. Tulsabai Babanrao Ghangare later on transferred/sold their aforesaid property comprising Khasra No. 42/1 of Mouza - KANHOLI, P. H. No. 48, having an area of 2.43 Hectare R., Land Revenue Rs. 5.70/-, held in Bhogwatdar Class-1 Rights, Khate No. 11 TOGETHERWITH all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and including all other easementary rights appurtenant and belonging thereto, situated at Village - Kanholi in Tahsil - Hingna and District - NAGPUR, by way of Sale to (i) Shri. Atul Manoharrao Yamsanwar, (ii) Shri. Vyankatesh Trimbakrao Kunawar and (iii) Shri. Chandrakant Bhaurao Padmawar, by a Sale Deed Dated 11-12-2007, which is duly Registered in the Office of the Joint Sub-Registrar, Hingna in Book No. 1 at Registered Sr. No. 6929/2007 on 11-12-2007.

Khasra No. 42/2 :-

THAT ALL THAT Piece and Parcel of Agricultural Land bearing Khasra No. 42/2 of Mouza - KANHOLI, P. H. No. 48, having an area of 1.85 Hectare R., Land Revenue Rs. 4.30/-, held in Bhogwatdar Class-1 Rights, Khate No. 152 TOGETHERWITH all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and including all other easementary rights appurtenant and belonging thereto, situated at Village - Kanholi in Tahsil - Hingna and District - NAGPUR, originally belonged to (1) Mr. Raju Ramaji Bhagwe, (2) Mr. Maroti Ramaji Bagwe & (3) Smt. Jyoti Sureshrao Hinge as recorded Joint Owners thereof being their separate ancestral property (each of them having 1/3rd share and interest in the said property) and the same is mutated in their joint names in all relevant records.

THAT the aforesaid (1) Mr. Raju Ramaji Bhagwe, (2) Mr. Maroti Ramaji Bagwe & (3) Smt. Jyoti Sureshrao Hinge later on transferred/sold their aforesaid property comprising Khasra No. 42/2 of Mouza - KANHOLI, P. H. No. 48, having an area of 1.85 Hectare R., Land Revenue Rs. 4.30/-, held in Bhogwatdar Class-1 Rights, Khate No. 152 TOGETHERWITH all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and including all other easementary rights appurtenant and belonging thereto, situated at Village - Kanholi in Tahsil - Hingna and District - NAGPUR, by way of Sale to M/s. Ganpati Builders and Developers acting through its Partners (a) Mr. Vyankatesh Trimbakrao Kunawar & (b) Mr. Nilesh Gajananrao Chandawar, by a Sale Deed

Am

ASHWIN R. PATIL
Advocate
54, Sawarkar Nagar,
Khamla Road, Nagpur-15

Dated 13-12-2006, which is duly Registered in the Office of the Joint Sub-Registrar, Hingna in Book No. 1 at Registered Sr. No. 388/2006 on 13-12-2006.

Khasra No. 43/1 & 43/3 :-

THAT ALL THOSE Pieces and Parcels of Agricultural Lands bearing Khasra Nos. 43/1 and 43/3 of Mouza – KANHOLI, P. H. No. 48, having an area of 1.21 Hectare R. and 5.39 Hectare R. respectively, Land Revenue Rs. 3.40/- and Rs. 13.90/- respectively, both held in Bhogwatdar Class-1 Rights, Khate No. 85 TOGETHERWITH all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and including all other easementary rights appurtenant and belonging thereto, situated at Village - Kanholi in Tahsil - Hingna and District – NAGPUR, originally belonged to Smt. Nimbunabai Pandurang Dhabarde as recorded Owner thereof being her separate ancestral property and the same is mutated in her name in all relevant records.

THAT the aforesaid Smt. Nimbunabai Pandurang Dhabarde later on transferred/sold her aforesaid properties comprising Khasra Nos. 43/1 and 43/3 of Mouza – KANHOLI, P. H. No. 48, having an area of 1.21 Hectare R. and 5.39 Hectare R. respectively, Land Revenue Rs. 3.40/- and Rs. 13.90/- respectively, both held in Bhogwatdar Class-1 Rights, Khate No. 85 TOGETHERWITH all Trees, Shrubs, Passage, Right of Way, Path Ways, Water Courses and including all other easementary rights appurtenant and belonging thereto, situated at Village - Kanholi in Tahsil - Hingna and District – NAGPUR, by way of Sale to (i) Shri. Atul Manoharrao Yamsanwar, (ii) Shri. Vyankatesh Trimbakrao Kunawar and (iii) Shri. Chandrakant Bhaurao Padmawar, by a Sale Deed Dated 08-11-2007, which is duly Registered in the Office of the Joint Sub-Registrar, Hingna in Book No. 1 at Registered Sr. No. 6440/2007 on 08-11-2007 and the said Sale Deed is also signed and consented by (1) Mr. Vijay Pandurang Dhabarde, (2) Mr. Ghanshyam Pandurang Dhabarde, (3) Mr. Ajay Pandurang Dhabarde, (4) Mrs. Asha Purushottam Vaidya, (5) Mrs. Rama Ramesh Kawade, (6) Mrs. Sujata Rajendra Moon & (7) Mrs. Niranjana Suresh Bhagat in the Capacity of the Consentors.

THAT as a result therefore (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar jointly have now become the Joint Owners of the aforesaid Khasra Nos. 42/1, 43/1 & 43/3, having an area of 2.43 Hectare R., 1.21 Hectare R. & 5.39 Hectare R. respectively with heritable and transferable rights therein and M/s. Ganpati Builders and Developers acting through its Partners (a) Mr. Vyankatesh Trimbakrao Kunawar & (b) Mr. Nilesh Gajananrao Chandawar has now become the Owner of the aforesaid Khasra No. 42/2, having an area of 1.85 Hectare R. with heritable and transferable rights therein.


ASHWIN R. PATIL
 Advocate
 54, Sawarkar Nagar,
 Khamla Road, Nagpur-46

THAT out of the aforesaid lands comprising Khasra No. 42/1 and 42/2 having total area of 4.28 Hectare R. of Mouza – KANHOLI are converted for Non-Agricultural (Residential) Use by the Collector, Nagpur vide its Order No. Prastutakar/Jilhadhikari/Kavi-1393/2009, Dated 12-11-2009 passed in the Revenue Case No. 150/NAP-34/2009-2010.

THAT out of the aforesaid lands comprising Survey / Khasra / Gut No. 43/1 & 43/3 alongwith Khasra Nos. 43/2-4/1, 43/2-4/2, 43/2-4/3, 43/2-4/4-A and 43/2-4/4-B having an area of 16.00 Hectare R. of Mouza – KANHOLI, out of which the land admeasuring 139073.10 Sq. Mtrs. are converted for Non-Agricultural (Residential) Use by the Collector, Nagpur vide its Order No. Prastutakar/Jilhadhikari/Kavi-1498/2009, Dated 25-11-2009 passed in the Revenue Case No. 208/NAP-34/2009-2010.

THAT the layout plan on the said land comprising Khasra No. 43/1 & 43/3 alongwith Khasra Nos. 43/2-4/1, 43/2-4/2, 43/2-4/3, 43/2-4/4-A and 43/2-4/4-B of Mouza – KANHOLI in Tahsil – Hingna and District – Nagpur is duly sanctioned and approved by the Assistant Director, Town Planning, Nagpur vide its Order No. Akrushi/Mou. Kanholi/Ta.Hingna/Sansanag/3604 dated 12-11-2009.

THAT the aforesaid (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar later on re-prepared a revised layout on the said land comprising Khasra No. 43/1 & 43/3 alongwith Khasra Nos. 43/2-4/1, 43/2-4/2, 43/2-4/3 and 43/2-4/4-A of Mouza – KANHOLI in Tahsil – Hingna and District – Nagpur by carving out various Plots of different sizes therein and the said revised layout is also duly sanctioned and approved by the Executive Engineer (Metro), Nagpur Improvement Trust, Nagpur vide its Letter No. Ex. Engineer (Metro)/B.E.-2/4101, Nagpur dated 19-01-2016 where in Khasra No. 43/1 & 43/3 and 43/2-4/4-B are excluded from the said layout.

THAT by an Agreement to Sale Dated 13.02.2008, the aforesaid (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhauraoji Padmawar and M/s Ganpati Builders and Developers jointly have agreed to develop and sell the property comprising ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 42/1 having an area of 2.43 Hectares R. (i.e. 6.004 Acres), Rental Rs. 5.70/-, held in Occupancy Class-1 Rights, Khata No. 11 of Mouza – KANHOLI, Patwari Halka No. 48 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village – Kanholi in Tahsil – Hingna and District – NAGPUR, to M/s Surmee Agencies Pvt. Ltd. through its Director Mr. Rahul Suresh Raheja for a total consideration of Rs.

A-1
ASHWIN R. PATIL
 Advocate
 54, Sawarkar Nagar,
 Khamla Road, Nagpur-46

3,00,23,185/- (Rupees Three Crore Twenty Three Thousand One Hundred Eighty Five) Only upon the several terms and conditions contained therein and said Agreement for Development-cum-Sale is duly registered in the Office of the Joint Sub-Registrar, Hingna in Book No. 4 at Registered Serial No. 1033/2008 on 13.02.2008 (That the registration receipt of the said document was generated as "Power of Attorney" and the said document was also registered as "Power of Attorney") on payment of requisite stamp duty and registration fees payable thereon.

THAT in the like manner by an Agreement to Sale Dated 13.02.2008, the aforesaid (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhauraoji Padmawar and M/s Ganpati Builders and Developers jointly have agreed to develop and sell the property comprising ALL THAT Piece and Parcel of Agricultural land bearing Khasra No. 42/2 having an area of 1.85 Hectare R. (i.e. 4.57 Acres), Rental Rs. 4.30/-, held in Occupancy Class-1 Rights, Khate No. 152 of Mouza – KANHOLI, Patwari Halka No. 48 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village – Kanholi in Tahsil – Hingna and District – NAGPUR, to M/s Surmee Agencies Pvt. Ltd. through its Director Mr. Rahul Suresh Raheja for a total consideration of Rs. 1,55,42,867/- (Rupees One Crore Fifty Five Lakh Forty Two Thousand Eight Hundred Sixty Seven) Only upon the several terms and conditions contained therein and said Agreement for Development-cum-Sale is duly registered in the Office of the Joint Sub-Registrar, Hingna in Book No. 1 at Registered Serial No. 1037/2008 on 13.02.2008 (That the registration receipt of the said document was generated as "Power of Attorney" and the said document was also registered as "Power of Attorney") on payment of requisite stamp duty and registration fees payable thereon.

THAT in the like manner by an Agreement to Sale Dated 13.02.2008, the aforesaid (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar and (3) Mr. Chandrakant Bhauraoji Padmawar and M/s Ganpati Builders and Developers jointly have agreed to develop and sell the property comprising ALL THOSE Pieces and Parcels of Agricultural lands bearing Khasra No. 43/1 and 43/3 having an area of 1.21 Hectare R. and 5.39 Hectare R. respectively thus total admeasuring 6.60 Hectare R. (i.e. 16.30 Acres), Rental Rs. 3.40/- and Rs. 13.90/- respectively, both held in Occupancy Class-1 Rights, Khate No. 131 of Mouza – KANHOLI, Patwari Halka No. 48 TOGETHERWITH all types of Trees, Shrubs, Passage, Right of Path Ways and all other easementary rights appurtenant and belonging thereto, situated at Village – Kanholi in Tahsil – Hingna and District – NAGPUR, to the Party No. 2 M/s Surmee Agencies Pvt. Ltd. through its Director Mr. Rahul Suresh Raheja for a total consideration of Rs. 5,54,50,227/- (Rupees Five Crore Fifty Four Lakh Fifty Thousand Two Hundred Twenty Seven) Only upon the several terms

Am
ASHWIN R. PATIL
Advocate
54, Sawarkar Nagar,
Khamla Road, Nagpur-15

and conditions contained therein and said Agreement for Development-cum-Sale is duly registered in the Office of the Joint Sub-Registrar, Hingna in Book No. 4 at Registered Serial No. 1038/2008 on 13.02.2008 (That the registration receipt of the said document was generated as "Power of Attorney" and the said document was also registered as "Power of Attorney") on payment of requisite stamp duty and registration fees payable thereon.

THAT the aforesaid M/s Ganpati Builders and Developers and others have filed arbitration proceeding before Hon'ble Arbitrator Justice (Retd.) S. S. Parkar against Raheja Universal (Pvt). Limited (formerly known as M/s. Surmee Agencies Pvt. Ltd.) and lateron the aforesaid parties mutually settled the dispute and accordingly the Hon'ble Arbitrator passed the order and Award Dated 28.06.2021. Hence in terms of award dated 28.06.2021, the aforesaid Agreement Dated 13.02.2008 be rescinded and cancelled and the Parties be released from the performance of their respective part of the contract under the said Agreement for Development-cum-Sale Dated 13.02.2008.

THAT during the pendency of the aforesaid proceedings M/s. Surmee Agencies Pvt. Ltd. and Raheja Universal (Pvt). Limited filed Company Scheme Petition No. 396/2015 before Hon'ble High Court Bombay for amalgamation of aforesaid companies after hearing both parties Hon'ble High Court allowed petition vide it's order dated 16 September 2015 and thereafter M/s. Surmee Agencies Pvt. Ltd. merged / Amalgamated with Raheja Universal (Pvt). Limited.

THAT the aforesaid (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar and (3) Mr. Chandrakant Bhauraoji Padmawar and M/s Ganpati Builders and Developers and Raheja Universal (Pvt). Limited (formerly known as M/s. Surmee Agencies Pvt. Ltd.) lateron executed 3 (Three) separate Rescission / Cancellation of An Agreement for Development-cum-Sale on 07.07.2021, which are duly registered in the Office of the Joint Sub Registrar, Hingna in Book No. 1 at (i) Registered Sr. No. 5151/2021 for Khasra No. 42/1; (ii) Registered Sr. No. 5150/2021 for Khasra No. 42/2 and (iii) Registered Sr. No. 5149/2021 for Khasra Nos. 43/1 & 43/3 on even date.

THAT the aforesaid (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar and M/s. Ganpati Builders and Developers acting through its Partners (a) Mr. Vyankatesh Trimbakrao Kunawar & (b) Mr. Nilesh Gajananrao Chandawar lateron decided to develop the aforesaid Project Land bearing Khasra Nos. 42/1, 42/2, 43/1 and 43/3 into a Residential Layout by carving out various Plots of different sizes therein for the allotment to various prospective buyers/Purchaser.


ASHWIN R. PATIL
 Advocate
 54, Sawarkar Nagar,
 Khamla Road, Nagpur-15

THAT, (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar and M/s. Ganpati Builders and Developers acting through its Partners (a) Mr. Vyankatesh Trimbakrao Kunawar & (b) Mr. Nilesh Gajananrao Chandawar lateron prepared a layout on the said Khasra Nos. 42/1, 42/2, 43/1 and 43/3 by carving out various Plots of different sizes therein and known and styled as " UNIQUE CITY-II " and the said layout is duly tentatively sanctioned and approved and recommended for demarcation purpose by the Executive Engineer, Nagpur Metropolitan Region Development Authority, Nagpur vide his Letter No. E.E./NMRDA/8374 Dated 15-05-2022.

That for the purpose of verification of tile the following documents relating to said property are provided to us :-

- (i) Sale Deed Dated 11-12-2007 for Khasra No. 42/1 of (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar, Registered Serial No. 6929/2007 on 11-12-2007.
- (ii) Sale Deed Dated 13-12-2006 for Khasra No. 42/2 of M/s. Ganpati Builders and Developers acting through its Partners (a) Mr. Vyankatesh Trimbakrao Kunawar & (b) Mr. Nilesh Gajananrao Chandawar, Registered Serial No. 388/2006 on 13-12-2006.
- (iii) Sale Deed Dated 08-11-2007 for Khasra Nos. 43/1 & 43/3 of (1) Mr. Atul Manoharrao Yamsanwar, (2) Mr. Vyankatesh Trimbakrao Kunawar & (3) Mr. Chandrakant Bhaurao Padmawar, Registered Serial No. 6440/2007 on 08-11-2007.
- (iv) Layout Plan tentatively Sanctioned Dated 15-05-2022.

THAT all the aforesaid documents produced before by M/s. Ganpati Builders and Developers to me for security and examination are photocopies, it is necessary to verify original copies in the custody of the aforesaid present land owners. In the like manner it is further necessary to obtain an Affidavit from the aforesaid owner that it has not executed any unregistered Deed or document. Whereby it's ownership rights are affected, diluted or third party interest is created.

THAT we have taken online search in respect of the aforesaid property from the web portal www.igrmaharashtra.gov.in by giving inputs of Khasra Nos. 109/1, 109/2, 109/3, 109/4, 121, 124/4 & 124/5 of Mouza Waranga in Tahsil - Nagpur Rural and District Nagpur for the period of 30 (Thirty) Years (i.e. 1993 to 2023).

THAT during our online search we did not come across any adverse entry recorded relating to the aforesaid property.

(4) Any other relevant Title : N.A.

(5) Litigations If any : - N.A.

Nagpur.
Dated : 31.05.2023


Ashwin Patil
Advocate

ASHWIN R. PATIL
Advocate
54, Sawarkar Nagar,
Khamla Road, Nagpur-46