

ASHISH MEHADIA

ADVOCATE

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(TO WHOMSOEVER IT MAY CONCERN)

TITLE CERTIFICATE

Present Owner : M/s Sandeep Dwellers Pvt. Ltd.

Description of Property : All that piece and parcel of land admeasuring 16200 Sq.Mts. i.e. 1H 62R out of land bearing F.Sr.No.13-15/1 admeasuring 2H 68R and F.Sr.No.13-15/2 admeasuring 2H 68R having Occ. Class I, bearing City Survey No.23, Sheet No.915/20 of Mouza Wanjara, Nagpur within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust.

That originally the land bearing F.Sr.No.13-15 of Mouza Wanjara was owned and possessed by Shri Shrawan Karemore and after his death the same devolved upon Shri Gulabrao Karemore, Shri Anandrao Karemore, Shri Ramkrishna Karemore, Shri Narayan Karemore, Shri Shyamrao Karemore, Smt. Kamla Sawarkar and Smt. Baby Jiwan Mehre.

That the aforesaid legal heirs have orally partitioned the aforesaid property and by way of partition the aforesaid property was allotted to Shri Gulabrao Karemore and Shri Anandrao Karemore and accordingly the land was renumbered as F.Sr.No.13-15/1 & F.Sr.No.13-15/2.

That the competent authority under the provisions of Urban Land (Ceiling & Regulation) Act' 1976 in ULC Case No.1136/76, 1137/76, 89/03 & 90/03 declared 1500 Sq.Mts. as retainable land each in favor of Shri Gulabrao Karemore, Shri Anandrao Karemore, Shri Sheshrao Karemore and Shri Madhukar Karemore and has also sanctioned scheme in terms of Order Dt.31.1.2004 in ULC Case No.ATP/ULC/TD(366)/2004 whereby exempting land admeasuring 10200 Sq.Mts.

That Shri Gulabrao Karemore, Shri Anandrao Karemore and their legal heirs including Shri Sheshrao Karemore and Shri Madhukar Karemore have entered into a Development Agreement Dt.22.7.2004 with M/s Sandeep Dwellers Pvt. Ltd. in respect of land admeasuring 6000 Sq.Mts. (Retainable Land) and 10200 Sq.Mts. (Exempted Land) out of land bearing F.Sr.No.13-15/1 & 13-15/2, City Survey No.23, Sheet No.915/20 of Mouza Wanjara, Nagpur and on the even date have also executed Power of Attorney in favor of the directors of the Developer Company.

That Shri Gulabrao Karemore, Shri Anandrao Karemore and Shri Sheshrao Karemore have also executed registered Will Dt.22.7.2004 in favor of the present owner in respect of their respective share for which they have entered into Development Agreement.

That with the passage of time Shri Gulabrao Karemore, Shri Anandrao Karemore have expired and in terms of Will in respect of their shares, executed by them in favor of the present owner, the name of present owner has been recorded as owner in all the revenue records.

That the present owner has also purchased the share of Shri Madhukar Karemore vide registered Sale Deed Dt.28.5.2012 and accordingly the name of the present owner has been recorded in all the revenue records.

Thus the present owners became sole and absolute owners of the property under reference and as informed by the present owners they are having clear and marketable title.

That the property under reference has been permitted to be converted for non-agricultural use in terms of Order Dt.26.2.2007 passed in Rev. Case No.76/NAP-34/06-07 and a Tentative Layout under Group Housing Scheme has been sanctioned by the Assistant Director, Town Planning, Nagpur Improvement Trust on 9.7.2012 and Final Layout Plan on 30.7.2013.

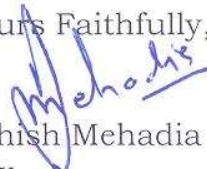
That the Building Engineer (N), of Nagpur Improvement Trust has accorded sanction of building plan in terms of Building Permit & Commencement Certificate Dt.18.11.2013.

That the present owner has submitted the property under reference and the constructions to be made thereon to the provisions of Maharashtra Apartment Ownership Act' 1970 in terms of Deed of Declaration Dt.28.11.2013.

That the present owner has entered into a financial arrangement with HDFC Ltd. in terms of Deed of Simple Mortgage Dt.16.11.2013.

I am therefore of the opinion that the present owner is having clear and marketable title on the aforesaid property, except to the conditions as contained in the Deed of Simple Mortgage.

Yours Faithfully,


Ashish Mehadia
Adv.

04/09/2015