

Shilpa Pratap & Varsha Joshi

Advocates

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Date: -7th September 2023

To,

Millennium Developers,

through its partner Mr.Sachin Srichand Kukreja

Address: Shop No. 21, 1st Floor, Metro 9,

Aundh Ravet Road, Rahatni,

Pune- 411 017, Maharashtra, India.

TITLE OPINION

1. DESCRIPTION OF THE PROPERTY:

All that piece and parcel of an area admeasuring **5686 Sq. Mtrs.** carved out of an area totally admeasuring 00 Hectare 61 Ares having a revenue assessment of Rs. 00.43 Paisa, bearing **Survey no. 5 Hissa no.1 B**, lying, being and situated at **Village Mamurdi, Taluka Haveli, District Pune**, within the limits of Pimpri Chinchwad Municipal Corporation and also within the jurisdiction of the Sub-Registrar of Assurances, District Pune and which is bounded as under:-

On or towards **East:** Road;

On or towards **South:** Survey no.6;

On or towards **West:** Part of Survey no.5;

On or towards **North:** Part of Survey no.5;

(Hereinafter for the sake of brevity and convenience referred to as '**said land**')

2. INSTRUCTIONS:

We have been instructed by Millennium Developers through its partner Mr. Sachin Srichand Kukreja, to opine on the title of the said land for a period of



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30 years i.e. from the year 1994 to 2023, exclusively on the basis of documents provided to us, and to issue a Title Opinion & Title Certificate in respect thereof.

3. ASSUMPTIONS:

This Title Opinion is based on the following assumptions:

- 3.1 The individuals who have executed all the documents referred to in this Title Opinion (collectively referred to as "Documents") were at that time legally competent to enter into a contract as per the requirements of the Indian Contract Act, 1872 namely all of them were major, of sound mind and that their consent was free and willing;
- 3.2 Other than specifically stated herein, there are no amendments to the Documents that were perused by us for the purpose of this Title Opinion;
- 3.3 The consideration paid for the development rights/conveyance of the said lands was adequate and in fact paid fully from time to time as stated in the Documents;
- 3.4 The signatures on the Documents are the signatures of the executants so signing the document and that no fraud or mistake has been committed while executing the Documents;
- 3.5 The amount of stamp duty and registration fees paid on the Documents are accurate and adequate in all respects and that these Documents have been validly executed and registered as required by law at the time of execution and registration thereof;
- 3.6 The photocopies of the Documents provided to us for our perusal are the same as the originals;
- 3.7 In cases where no documents were forthcoming and in respect of which the information was provided by the Client, we have assumed that such information is factually correct;



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- 3.8 In cases where any person/s has/have signed any Documents, in a representative capacity claiming therein to be a partner of any partnership firm, we have assumed that such information is factually correct;
- 3.9 All the persons whose signatures were required in order to validly and effectively convey all the rights, title & interest in the subject matter lands had in fact signed such Documents;
- 3.10 The revenue record and the Mutation Entries given for perusal are sometimes torn or illegible. At times it is not clear as to whether the Mutation Entry is certified or not. In such cases, it is assumed that the same are certified and such revenue record and Mutation Entries are explained as far as possible with utmost accuracy.

4. DISCLAIMERS:

- 4.1 As the revenue records are written in Marathi language, hence we have understood its contents and interpreted the same as it is interpreted in normal legal parlance;
- 4.2 Unless specifically mentioned otherwise, the documents perused by us and mentioned in this title opinion and annexure thereof, are photocopies of the concerned originals which were provided to us;
- 4.3 The defined terms and expressions are solely for the ease of reading and understanding of this Title Opinion;
- 4.4 We have relied upon the Index II Search report issued by Adv. Kailash Thorat dated 6th September 2023 in respect of said land vide Receipt no. MH007772866202324E for the years 1994 to 2023 in respect of said land issued on the basis of Search taken on the website maintained by the Department of Registration and Stamps, Government of Maharashtra, Pune viz <http://www.igrmaharashtra.gov.in>.



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Hence any further records beyond this date would not be reflected in this Title Opinion;

- 4.4 As informed by the Client, no further documents have been executed in respect of the said land, subsequent to the Documents as mentioned in the devolution of title hereinafter;
- 4.5 A Public Notice in respect of the said Land had already been published on in the daily newspaper Prabhat circulating in Pune through other Advocates as more particularly mentioned hereunder for the purpose of investigation of title of the said Land and no objection had been received thereto till date, as informed by the Client, and as mentioned in the Title Opinion dated 15th April 2021 issued by Aancil Mani, Advocate. Hence, our Client has instructed us to abstain from issuance of a fresh public notice at this instance. Accordingly, we have not issued a Public Notice again for the purpose of this Title Opinion. We are not responsible, if any person actually had any rights, title or interest in the said lands but did not raise any claim/s, objection/s in response to the aforesaid Public Notice/s and We are not responsible for any consequences arising in respect thereof,
- 4.6 In respect of the said land not being the subject matter of any adverse order or pending proceedings under the now repealed Urban Land (Ceiling and Regulation) Act, 1976, and the Urban Land (Ceiling and Regulation) Repealed Act, 1999, We have relied solely upon the information as provided to us by the Client from time to time. We are not responsible for any consequences arising on account of the said information being factually incorrect;
- 4.7 The Client has informed us that the said land is not the subject matter of any litigation before any Court of Law, we have relied upon the said oral information given by the Client. We are not liable for the litigation, if any actually pending/disposed off. We are not responsible for any consequences arising on account of the said information being factually incorrect;



4.8 This Title Opinion is based strictly only on the information (whether oral or in writing) and copies of Documents provided to us and does not cover any information and/or Documents not provided to us for this title opinion exercise. Other than the documents mentioned herein, no other documents have been provided to us for our perusal.

5. DOCUMENTS RELIED UPON:

For the purpose of this Opinion, we have referred to and relied only upon the photocopies of the documents listed herein below. We have relied upon the photocopies of the below mentioned documents (except wherever it is specifically mentioned as being Original.)

- a) 7/12 extract of Survey No. 5 Hissa No.1B, Village Mamurdi for the years 1981/82 to 1988/89, 1989/90 to 1999/2000, 2000/2001 to 2008/2010, 2010/2011 to 2013/2014, 2016/17 to 2018/2019, 2019-2020.
- b) Mutation Entries for Survey No. 5 Hissa No.1B ,bearing Nos. 93, 108, 348, 369, 370, 486, 653, 684, 685, 699, 5045, 5218,5518, 6025.
- c) Sale deed dated 8th April 1981 registered in the Office of Sub- Registrar Haveli II, District Pune at Serial no. 2161/1981, executed by Mr. Narayan Moru Gaikwad and Mr.Krishna Moru Gaikwad as the Vendors therein in favour of Mr. Sanjeev Rajendrakumar Brar and Mr.Mohinder Munshiram Kohali as the Purchaser therein in respect of land admeasuring 00 Hectare 61 Ares carved out of the land totally admeasuring 01 Hectare 92 Ares bearing Survey no. 5/1, Village Mamurdi.
- d) Sale deed dated 19th November 2012 registered on 20th November 2012 in the Office of Sub- Registrar of Assurance Haveli XVII, District Pune at Serial

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no. 11512/2012, executed by Mr.Mohinder Munshiram Kohli as the Vendor therein in favour of Mr.Sanjeev Rajendrakumar Brar in respect of his undivided one half share admeasuring 00 Hectare 30.50 Ares carved out of the land admeasuring 00 Hectare 61 Ares bearing Survey no. 5/1B;

- e) Sale deed dated 1st August 2013 registered on 2nd August 2013 in the Office of Sub Registrar of Assurance Havli XVIII, District Pune at Serial no. 5674/2013, executed by Mr. Sanjeev Rajendrakumar Brar as the Vendor therein in favour of M/s New Port Developers represented through its partners Mr. Janak Harkishan Vaswani & others as the Purchaser therein in respect of land totally admeasuring 00 Hectare 61 bearing Survey no. 5/1B, Village Mamurdi.
- f) Power of Attorney dated 1st August 2013 registered on 2nd August 2013 in the Office of Sub- Registrar of Assurance Haveli XVIII, District Pune at Serial no. 5675/2013, executed by Mr.Sanjeev Rajendrakumar Brar as the Grantor therein in favour of M/s New Port Developers represented through its partners Mr.Janak Harkishan Vaswani & others, as the Attorney therein, in respect of land totally admeasuring 00 Hectare 61 bearing Survey no. 5/1B, Village Mamurdi.
- g) Development Agreement dated 18th April 2023 registered on 19th April 2023 with the office of Sub-Registrar Haveli No.XVIII, District Pune, at Serial No. **7496/2023** and executed by M/s NewPort Developers LLP through its partners Mr.Janak Harkishan Vaswani & others as the Owners therein, and M/s Millennium Developers through its Partner (1) Haresh G. Abichandani and (2) Shri. Sachin Srichand Kukreja, as Developers therein, in respect of an area admeasuring **00 Hectare 61 Ares** bearing Survey No. 5 Hissa No.1B, Village Mamurdi, Taluka Haveli, District Pune.



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- h) General Power of Attorney registered on 18th April 2023 with the office of Sub-Registrar Haveli No.XVIII, District Pune, at Serial No. **7497/2023** and executed by M/s NewPort Developers LLP through its partners Mr.Janak Harkishan Vaswani & others as the Grantor therein, and M/s Millennium Developers through its Partners (1) Haresh G. Abichandani and (2) Shri. Sachin Srichand Kukreja as the Developer/Grantee therein.
- i) Zone Certificate bearing no. NRV/KAVI/ZO.DA/4/848/2023 dated 13th February 2023 issued by Pimpri Chinchwad Municipal Corporation
- j) Form for Tentative Approval Or Demarcation of 'Land Sub-Division Layout' issued by Building Permission Department, Pimpri Chinchwad Municipal Corporation, Pimpri, Pune bearing No. BP/Mamurdi/22/2023 dated 21st June 2023;
- k) Commencement Certificate No. BP/ Mamurdi/32/23 dated 25th August 2023, issued by Pimpri Chinchwad Municipal Corporation, Pimpri, Pune, in respect of an area admeasuring **00 Hectare 61 Ares** bearing Survey No. 5 Hissa No.1B, Village Mamurdi, Taluka Haveli, District Pune;
- l) Index II Search report issued by Adv. Kailash Thorat dated 6th September 2023 in respect of said land vide Receipt no. MH007772866202324E for the years 1994 to 2023 issued on the basis of Search taken on the website maintained by the Department of Registration and Stamps, Government of Maharashtra, Pune viz <http://www.igrmaharashtra.gov.in>.

6. DEVOLUTION OF TITLE:

- 6.1 It appears upon perusal of Mutation Entry no. 93 dated 12th December 1927, that land bearing Survey no. 5, Village Mamurdi was originally owned by Mr. Babuchand Harichand Gujrathi. Further it appears that by Sale Deed dated 16th November 1927, Mr. Babuchand Harichand Gujrathi, being the owner



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sold the land bearing Survey no. 5 to (1) Daji Khandu Mahar, and (2) Dama Khandu Mahar, represented through Natural Guardian Aabai Damu Mahar.

- 6.2 Upon perusal of Mutation Entry no.108 it appears that, Daji Khandu Mahar (Owner of 8 Anna share) mortgaged his one half share in the land bearing Survey no.5 with one Mahadu Kondaji Taras for the period of one year against the sum of Rs.50/- and thereby created a charge and executed a 'Nazar Gahan Khat'/ Mortgage Deed without possession in respect thereof, in his favour.
- 6.3 It appears upon perusal of revenue record that, the name of Dama Khandu Mahar was also recorded as being 'Damu' in certain places.
- 6.4 Upon perusal of Mutation Entry no.348 dated 22nd December 1957 it appears that, Daji Khandu Gaikwad (Owner of 8 Anna share) died at Pune on 13th July 1957, leaving behind him his three sons (1) Tatyaram Daji Gaikwad, (2) Ananda Daji Gaikwad, and (3) Nivrutti Daji Gaikwad and two daughters (4) Shevantabai and (5) Sonabai, as his only legal heirs. It further appears that, Tatyaram Daji Gaikwad was the Joint Family Manager.
- 6.5 Upon perusal of Mutation Entry no. 369 dated 20th August 1960 it appears that, said Dama alias Damu Khandu Gaikwad sold, and conveyed his share in land bearing Survey no.5 in favour of one Moru Narayan Gaikwad vide Sale deed dated 2nd May 1960 and effect of the said transaction was recorded in the record of rights.
- 6.6 Upon perusal of Mutation Entry bearing no.370 dated 20th August 1960 it appears that, said legal heirs of Late Daji Khandu Gaikwad i.e. (1) Tatyaram Daji Gaikwad (Joint Family Manager) (2) Ananda Daji Gaikwad and (3) Nivrutti Daji Gaikwad sold, conveyed their share in land bearing Survey no.5



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in favour of one Moru Narayan Gaikwad vide Sale deed dated 5th May 1960 and effect of the said transaction was recorded in the record of rights.

- 6.7 In this manner, Moru Narayan Gaikwad became the sole and absolute owner of land bearing Survey no.5, Village Mamurdi.
- 6.8 Upon perusal of Mutation Entry no 486 dated 22nd April 1969, it appears that, as per implementation of Weights and Measurement Act 1956 and Indian Coinage Act, 1955, the decimal system came to be implemented in the revenue records of Village Mamurdi and thereby the area of the land changed from 6 Acre 9 Gunthas (Comprising 06 Acre 07 Guntha plus Pot Kharaba 00 Acre 02 Guntha) to 02 Hectare 52 Are (Comprising of 02 Hectare 50 Area plus Pot Kharaba 00 Hectare 02 Are) and revenue assessment of Rupee-Anna-Pai changed to Rs.1.75 paisa.
- 6.9 Upon perusal of Mutation Entry no.653 dated 13th January 1979, (incomplete Mutation Entry) an inference can be drawn that, Moru Narayan Gaikwad died leaving behind him his two sons (1) Narayan Moru Gaikwad and (2) Krishna Moru Gaikwad, daughters (3) Phulabai Sambhaji Rokade, (4) Kalabai Das Waghmare and his widow (5) Bhagubai Moru Gaikwad, as his only legal heirs.
- 6.10 Upon perusal of Mutation Entry no. 684 dated 6th September 1980, it appears that (1) Phulabai (2) Kalabai and (3) Bhagubai filed an application that, their names were recorded in the other rights column on 7/12 extract as legal heirs of Moru Narayan Gaikwad but they have voluntarily released their rights in favour of their brothers in the said land and therefore their names be deleted from the 7/12 extract of the said land and the names of their brothers be continued as the owners thereof .



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- 6.11 Upon perusal of Mutation Entry no. 685 dated 6th September 1980, it appears that the name of Mahadu Kondaji Taras recorded in other rights column of 7/12 extract vide Mutation Entry no.108 dated 10th July 1929, came to be deleted therefrom being Poklist.
- 6.12 Upon perusal of Sale deed dated 8th April 1981 registered in the Office of Sub- Registrar Haveli II, District Pune at Serial no. 2161/1981, and executed by Mr. Narayan Moru Gaikwad and Mr. Krishna Moru Gaikwad as the Vendors therein in favour of Mr.Sanjeev Rajendrakumar Brar and Mr. Mohinder Munshiram Kohli as the Purchasers therein, it appears that, the said vendors had sold, transferred and conveyed, the land admeasuring 00 Hectare 61 Ares carved out of the land totally admeasuring 01 Hectare 92 Ares of Survey no. 5/1, in favour of the purchasers therein, at or for the consideration. It further appears that the possession of such land had also been delivered by those Vendors to the Purchasers therein, at the time of execution of the Sale Deed. It further appears from the said Sale Deed that prior to the Sale deed, those Vendors had executed an Agreement to Sell dated 20th March 1989 in respect of such land, in favour of these purchasers and that, such Sale Deed was done in furtherance thereof. Further, in such Sale deed in Clause No.10 of the operative part it is mentioned that, the Purchasers had obtained permission from the Sub- Divisional Officer Haveli under Rule 36(1) and under Section 63 of the Bombay Tenancy and Agricultural Lands Act, 1948, bearing certificate no. S.H.J- 2836/1980 dated 1st February 1981 for Sale of agricultural land. However, copy of such permission is not made available for our perusal.
- Such sale transaction came to be recorded in the revenue records vide Mutation Entry no. 699 dated 18th April 1981. Due to the said Sale transaction the land bearing Survey no. 5/1 came to be divided and the name of Mr.Sanjeev Rajendrakumar Brar and Mr.Mohinder Munshiram Kohli came to be recorded on 7/12 extract of 'land bearing' Survey no.5/1B for area



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admeasuring 00 Hectare 61 Are and the name of Mr. Narayan Moru Gaikwad and Mr. Krishna Moru Gaikwad came to be recorded on 7/12 extract of land bearing Survey no.5/1A.

- 6.13 Upon perusal of Sale deed dated 19th November 2012 registered on 20th November 2012 in the Office of Sub- Registrar of Assurance Haveli XVII, District Pune at Serial no. 11512/2012, executed by Mr. Mohinder Munshiram Kohli as the Vendor therein in favour of Mr. Sanjeev Rajendrakumar Brar as the Purchaser therein, it appears that, the said vendor sold, transferred and conveyed his undivided one half share admeasuring 00 Hectare 30.50 Ares carved out of the land admeasuring 00 Hectare 61 Ares bearing Survey no. 5/1B, in favour of the said purchaser, at or for the consideration more particularly mentioned therein. It also appears therefrom that, the said Vendor had delivered the possession of said land to the Purchaser therein. Such sale transaction came to be recorded in the revenue records vide Mutation Entry no. 5045 dated 5th December 2012 and the name of Mr. Mohinder Munshiram Kohli came to be deleted from Occupants column of the 7/12 extract and the name of Mr. Sanjeev Rajendrakumar Brar continued to be recorded in the Occupants column thereof as the sole and absolute owner of the said land.
- 6.14 Upon perusal of Sale deed dated 1st August 2013 registered on 2nd August 2013 in the Office of Sub Registrar of Assurance Haveli XVIII, District Pune at Serial no. 5674/2013, executed by Mr. Sanjeev Rajendrakumar Brar as the Vendors therein in favour of M/s NewPort Developers, a Partnership Firm represented through its partners Mr. Janak Harkishan Vaswani & others as the Purchaser therein, it appears that, the said vendors sold, transferred and conveyed in favour of the said purchaser therein land admeasuring 00 Hectare 61 Ares bearing Survey no. 5/1B, at or for the consideration more



particularly mentioned therein . Such sale transaction came to be recorded in the revenue records vide Mutation Entry no. 5218 dated 8th August 2013.

- 6.15 Upon perusal of Power of Attorney dated 1st August 2013 registered on 2nd August 2013 in the Office of Sub- Registrar of Assurance Haveli XVIII, District Pune at Serial no. 5675/2013, executed by Mr.Sanjeev Rajendrakumar Brar as the Grantor therein in favour of M/s NewPort Developers represented through its partners Mr.Janak Harkishan Vaswani & others as attorney therein, it appears that, in furtherance of the Sale Deed dated 1st August 2013 , the Grantor therein, appointed the said purchaser therein as their Attorney, to do the various lawful acts, deeds and things enumerated therein, in respect of the land totally admeasuring 00 Hectare 61 bearing Survey no. 5/1B, Village Mamurdi, Taluka Haveli District Pune.

Upon perusal of 7/12 extract for the year 2013/2014 of the land bearing Survey no. 5/1B Village Mamurdi, Taluka Haveli District Pune it appears that the effect of the said Mutation Entry no.5218 came to be recorded thereon and thereby the name of Mr. Sanjeev Rajendrakumar Brar was deleted from the 7/12 extract and in place thereof the name of M/s NewPort Developers through its partners Mr. Janak Harkishan Vaswani & others came to be recorded in the 7/12 extract thereof as the sole and absolute owner of said land.

- 6.16 Upon perusal of Mutation Entry No. 5518 dated 6th January 2015 it appears that the same is not related to the said land however the same has been recorded on 7/12 extract.

- 6.17 Upon perusal of 7/12 extract for the year 2015/2016 of the land bearing Survey no. 5/1B Village Mamurdi, Taluka Haveli District Pune it appears that subsequently the M/s NewPort Developers changed its continuation from

being a partnership firm registered under the Partnership Act 1932, to being a limited liability partnership firm registered under the provisions of the Limited Liability Partnership Act, 2008, and thereby the said M/s NewPort Developers became M/s NewPort Developers LLP.

- 6.18 Upon perusal of Mutation Entry bearing no. 6025 dated 6th June 2017 it appears that, under the project of E- mutation by using edit module to match the handwritten and computerised record as per the directions mentioned in the Notification issued by the State of Maharashtra dated 7th May 2017 bearing no. Ra.Bhu.A/Pra.Kra.180/L-1 and as per the Order passed by the Hon'ble Tahasildar Haveli dated 7th June 2017, certain corrections were carried out on 7/12 extracts of various lands including land bearing Survey No.5/1B, Mamurdi.
- 6.19 It appears upon perusal of Joint Development Agreement dated 18th April 2023 registered on 19th April 2023 with the office of Sub-Registrar Haveli No.XVIII, District Pune, at Serial No. **7496/2023** and executed by M/s NewPort Developers LLP through its designated partner Mr. Janak Harkishan Vaswani as the Owner therein, and M/s Millennium Developers through its Partner (1) Haresh G. Abichandani and (2) Shri. Sachin Shrichand Kukreja, as the Developers therein, that the said Owners granted the development rights in favour of M/s Millennium Developers, in respect of an area admeasuring **00 Hectare 61 Ares** bearing Survey No. 5 Hissa No.1B, Village Mamurdi, Taluka Haveli, District Pune, at or for the consideration and on the terms and conditions more particularly mentioned therein.
- 6.20 In support of the Development Agreement, the Vendor therein also executed a General Power of Attorney registered on 18th April 2023 with the office of Sub-Registrar Haveli No.XVIII, District Pune, at Serial No. **7497/2023** and executed by M/s NewPort Developers LLP through its designated partner Mr.

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Janak Harkishan Vaswani & others as the Grantor therein, and M/s Millennium Developers through its Partner (1) Haresh G. Abichandani and (2) Shri. Sachin Srichand Kukreja as the Developer/Grantee therein and thereby appointed them as their constituted attorney to do all acts, deeds and things in respect of the development of an area admeasuring 00 Hectare 61 Ares bearing Survey No. 5 Hissa No.1B, Village Mamurdi, Taluka Haveli, District Pune.

6.21 Thus vide Development Agreement and Power of Attorney mentioned above M/s Millennium Developers through its Partner (1) Haresh G. Abichandani and (2) Shri. Sachin Shrichand Kukreja, has acquired the development rights and necessary powers for the development of the land admeasuring 00 Hectare 61 bearing Survey no. 5/1B Village Mamurdi, Taluka Haveli District Pune, and subject to all the necessary permissions/compliances/approvals in respect of the said land, it can develop the said land.

6.22 Upon perusal of Search Report dated 6th September 2023 issued by Adv. Kailash Thorat, it appears that a Possession Receipt dated 21st July 2023 registered in the office of Sub Registrar Haveli No. 5, Dist. Pune at Serial No. 14791/2023 has been executed by Newport Developers LLP through its Partner Mr. Ravi H. Vaswani through Constituted Attorney Millennium Developers through its partner Mr. Sachin Srichand Kukreja and Haresh G. Abichandani in favour of Pimpri Chinchwad Municipal Corporation, in respect of an area admeasuring 414 Sq Mtrs. carved out of land bearing Survey No. 5 Hissa No. 1B, .

7. INDEX-II REGISTER SEARCH:

We have relied upon the Search report of the Index-II registers issued by Adv. Kailash Thorat dated 6th September 2023 in respect of said land vide Receipt



no. MH007772866202324E for the years 1994 to 2023 issued on the basis of Search taken on the website maintained by the Department of Registration and Stamps, Government of Maharashtra, Pune viz <http://www.igrmaharashtra.gov.in>.

Hence any further records beyond this date would not be reflected in this Title Opinion. During the search in respect of the said lands, no encumbrance/s or any adverse entry/ies in respect of title were found. However, all the entries which he came across have been mentioned in the aforesaid Search Reports. We have annexed the Original Search Report herewith.

8. ZONE:

Zone Certificate bearing no. NRV/KAVI/ZO.DA/4/848/2023 dated 13th February 2023 issued by Pimpri Chinchwad Municipal Corporation, the zone of land bearing Survey no.5 of Village Mamurdi is "Industrial", and road widening of 18 mtrs road and proposed roads of 18 meter and 12 meter wide is proposed therein.

9. COMMENCEMENT CERTIFICATE AND SANCTION PLAN:

Upon perusal of 'Form for Tentative Approval Or Demarcation of Land Sub-Division Layout' issued by Building Permission Department, Pimpri Chinchwad Municipal Corporation, Pimpri, Pune bearing No. BP/Mamurdi/22/2023 dated 21st June 2023, it appears that the Developer and Promoter had filed an application to the Pimpri Chinchwad Municipal Corporation for permission to develop the said land, and use thereof for residential and commercial use. On such application filed by the Promoter, Pimpri Chinchwad Municipal Corporation (PCMC) has granted the permission to carry out the development work on the said land and the Promoter has agreed to handover a constructed commercial area admeasuring about

285.64 Sq Mtrs, alongwith 6 Car and 17 Scooter parking, against Amenity (I to R) and the completion certificate for the rest of the Project will be issued by the PCMC, on compliance of such conditions.

Upon perusal of Commencement Certificate No. BP/ Mamurdi/32/23 dated 25th August 2023, it appears that The Pimpri Chinchwad Municipal Corporation has sanctioned the building layout and the plans for construction of the buildings for residential/ commercial units on the said land.

10. LITIGATION:

It is informed to us by the Client that there is no litigation pending in any of the courts of law in India in respect of the said land. We have relied upon the same.

11. OBSERVATIONS

It appears from this Mutation Entry no. 370 dated 20th August 1960 that the daughters of Late Daji Khandu Gaikwad namely (1) Shevantabai and (1) Sonabai were not joined as Party to the said Sale Deed dated 5th May 1960. However it appears that the said daughters have not challenged the said sale deed and all the subsequent sale deeds and the Mutation Entries thereof till date. Thus though the said daughters had rights in the said land and can file the suit for partition, the limitation for challenging the Sale Deeds which have taken place in respect of the said land since the year 1960, is lapsed..

12. CONCLUSION:

On the basis of the documents provided to us and subject to whatever stated hereinabove, we opine that:-

- 12.1** M/s Newport Developers LLP is the owner and in possession of the Said Land i.e. an area admeasuring 5686 Sq Mtrs carved out of an area totally

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admeasuring 00 Hectare 61 Ares bearing Survey No. 5 Hissa No. 1B, Village Mamurdi, Taluka Haveli, Dist. Pune;

- 12.2 The abovesaid owner has clear and marketable rights, title and interest in respect of the said land;
- 12.3 Millennium Developers through its partner Sachin Srichand Kukreja, has the development rights and supporting powers for development of the Said Land;
- 12.4 Millennium Developers through its partner Sachin Srichand Kukreja, can deal with or develop or alienate/convey/transfer the units in the buildings to be constructed thereon, any which way they like.

13. MISCELLANEOUS:

In no event shall we or myself individually, be liable for any consequential, special, incidental or punitive loss, damage or expenses including without limitation, lost profits, loss of opportunity costs and such like costs to any person, firm or corporation whomsoever and that the maximum liability upon us in relation to the issuance of the title opinion and the Title Certificate shall be limited to 10 percent of the fees received by us.

Thus, this Title Opinion is issued.

Dated this 7th day of September 2023

Place: Pune



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Varsha Joshi, Advocate