



FORMAT - A

(Circular No.:- 28/2021)

To

MahaRERA

109 - 113, Maharaja Sayajirao Gaikwad

Udyog Bhavan, Aundh, Pune, 411007.



LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to landed property admeasuring area 00 H 48 R out of landed property bearing Sr. No. 43/18/2 to 6, being and lying at Revenue Village Punawale, Tal. Mulsahi and within the limits of Pimpri Chinchwad Municipal Corporation. (hereinafter referred as the "said land")

I have investigated the title of the said plot on the request of M/S Gurudatta Devolepers, registered partnership firm, through its partner Mr. Rajendra V. Khade, Sayali Complex, Walhekarwadi, Chinchwad, Pune 411033, developers and following documents i.e. :-

1) Description of the property.

All the piece and parcel of land being and lying situated at the Village Punawale Tal. Mulshi, Dist. Pune out of which subject matter of the present search area admeasuring under the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction and limits and also Sub-Registrar office of Haveli no. 1 to 28

1. bearing Sr. No. 43/18/2 admeasuring area about 00 H 10 R bounded as follows:

Towards East: Property of Smt. Manda Balu Kudale and others, Nathaji Patole and others out of Sr. No. 43/12

Towards West : Property of Mr. Shivaji Ramhari Kudale out of Sr. No. 43/18/4

Towards South : Property of Mr. Vijaykumar Kambil Farnadis and others out of Sr. No. 43/18/4

Towards North : Property of Mr. Santosh Newase and others out of Sr. No. 43

2. bearing Sr. No. 43/18/3 admeasuring area about 00 H 09 H bounded as follows:

Towards East : Property of Mr. Shivaji Ramhari Kudale out of Sr. No. 43/18/2

Towards West : Scheme of Mahesh Barne out of Sr. No. 43/9

Towards South : Property of Mr. Shivaji Ramhari Kudale out of Sr. No. 43/18/4

Towards North : Scheme of Mahesh Barne out of Sr. No. 43/18/9

3. bearing Sr. No. 43/18/4 admeasuring area about 00 H 06 H bounded as follows:

Towards East : Property of Mr. Shivaji Ramhari Kudale out of Sr. No. 43/18/2

Towards West : Property of Mr. Shivaji Ramhari Kudale out of Sr. No. 43/18/4

Towards South : Property of Sai Samarth Properties out of Sr. No. 43

Towards North : Property of Mr. Navnath Kudale and others out of Sr. No. 43/18/3

4. bearing Sr. No. 43/18/5 admeasuring area about 00 H 09 H bounded as follows:

Towards East : Property of Mr. Sudam Laxman Kudale out of Sr. No. 43/18/8



Towards West : Scheme of Mr. Ozarkar out of Sr. No. 43/9
Towards South : Property of Mr. Shivaji Ramhari Kudale and Mr.
Navnath Kudale out of Sr. No. 43/18/6
Towards North : Property of Mr. Shivaji Ramhari Kudale out of Sr. No.
43/18/4

**5. bearing Sr. No. 43/18/6 admeasuring area about 00 H 07 H out
of total area 00 H 14 R bounded as follows:**

Towards East : Property of Mr. Sudam Laxman Kudale out of Sr. No.
43/18/7

Towards West : Temple out of Sr. no. 43/9

Towards South : Jambhe Punawale Road

Towards North : Property of Mr. Navnath Kudale out of Sr. No.
43/18/3

**6. bearing Sr. No. 43/18/6 admeasuring area about 00 H 07 H out
of total area 00 H 14 R bounded as follows:**

Towards East : Property of Mr. Sudam Laxman Kudale out of Sr. No.
43/18/7

Towards West : Temple and Property of Ozarkar Builder out of Sr.
No. 43

Towards South : Jambhe Punawale Road

Towards North : Property of Mr. Navnath Kudale and others out of Sr.
No. 43/18/5

Such landed property containing the Right, Title and Interest of
Vahivaat, Easement and Road, is the subject matter of this Search and
hereinafter referred to as "Said Land Property"

2) The documents referred.



- i. 7/12 Extracts
From year 1950 to 2023
- ii. Mutation Entries: 234, 701, 720, 833, 1149, 2160, 2674, 3231
- iii. **Registered Documents:-**
 1. Mortgage Deed dated 04/10/2008 bearing Sr. No. 7801/2008
 2. Mortgage Deed dated 16/06/2008 bearing Sr. No. 6180/2008
 3. Mortgage Deed dated 16/06/2008 bearing Sr. No. 6181/2008
 4. Development Agreement and Power of Attorney bearing Sr. No. 5609/2023 and 5610/2023 dated 12/04/2023.

On perusal of the above mentioned documents and all other relevant documents relating to title of the said plot I am of the opinion that the title of land owner Shivjai Ramhari Kudale, 2. Navnath Balasaheb Kudale, Priyanka Balasaheb Kudale, Amit Balasaheb Kudale and Gangubai Balasaheb Kudale have clear and marketable title to the said land property and the promoter/developer i.e M/s Gurudatta Developers through Partners Mr. Rajendra Vishnu Khade and Mrs. Savita Baban Garje, by virtue of above recitals have sufficiently got right to commence and complete construction of the building as per the sanctioned plan and further to develop the said land property by constructing thereon multi storied building consisting residential/commercial tenements also to transfer/sell the said tenement to the prospective purchasers for the consideration they deemed fit and proper.

Owners of the land

- a) Shivaji Ramhari Kudale Sr. No. 43/18/2, 43/18/4 and 43/18/6
(00 H 07 R out total 00 H 14 R)
- b) Navnath Balasaheb Kudale, Priyanka Balasaheb Kudale, Amit Balasaheb Kudale and Gangubai Balasaheb Kudale Sr. No.

43/18/3, Sr. no. 43/18/5 and 43/18/6 (00 H 07 R out total 00 H 14 R)

5) Qualifying comments/remarks if any:- Nil

The report reflecting the flow of the title of the the title of Shivjai Ramhari Kudale, 2. Navnath Balasaheb Kudale, Priyanka Balasaheb Kudale, Amit Balasaheb Kudale and Gangubai Balasaheb Kudale and development right of M/s Gurudatta Developers through Partners Mr. Rajendra Vishnu Khade and Mrs. Savita Baban Garje on the said land is enclosed herewith as annexure.

Encl : Annexure.

Date: 17/08/2023



Mr. Shridhar M. Dhumal
Advocate

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SEARCH REPORT

FLOW OF THE TITLE OF THE SAID LAND

A) List of Documents scrutinized:

7/12 Extracts

From year 1950 to 2023

Mutation Entries: 234, 701, 720, 833, 1149, 2160, 2674, 3231

Registered Documents:-

5. Mortgage Deed dated 04/10/2008 bearing Sr. No. 7801/2008
6. Mortgage Deed dated 16/06/2008 bearing Sr. No. 6180/2008
7. Mortgage Deed dated 16/06/2008 bearing Sr. No. 6181/2008
8. Development Agreement and Power of Attorney bearing Sr. No. 5609/2023 and 5610/2023 dated 12/04/2023.

B) Search Fee:

The Search Receipt Fees for the search report are paid vide E-Challan bearing GNR No. MH006731769202324P dated 17/08/2023 is attached herewith.

C) History and Tracing of Ownership:

Regarding Sr. No. 43

1. Mutation Entry No. 234 shows that as per phalni namuna No. 12, Survey No. 43 & its various hissa numbers were allotted in the year 1932 - 1933 as under -

Survey No. 43, Hissa No. 1 was allotted to Vithu Ganpati Mali & Bhau Ganpati Mali for 8 Anna each.

Survey No. 43, Hissa No. 2 was allotted to Khandu Mukinda Mali.

Survey No. 43, Hissa No. 3 was allotted to Bhau Ganpati Mali.

Survey No. 43, Hissa No. 4 was allotted to Vithu Ganpati Mali.

Survey No. 43, Hissa No. 5 was allotted to Vithu Ganpati Mali & Bhau Ganpati Mali for 8 Anna each.

Survey No. 43, Hissa No. 6 was allotted to Khandu Mukinda Mali.

Survey No. 43, Hissa No. 7 was allotted to Vithu Ganpati Mali for 4 anna & Bhau Ganpati Mali for 4 Anna & Khandu Mukinda Mali for 8 anna.

Survey No. 43, Hissa No. 8 was allotted to Vithu Ganpati Mali.

Survey No. 43, Hissa No. 9 was allotted to Bhau Ganpati Mali.

Survey No. 43, Hissa No. 10 was allotted to Vithu Ganpati Mali.

Survey No. 43, Hissa No. 11 was allotted to Bhau Ganpati Mali.

Survey No. 43, Hissa No. 12 was allotted to Khandu Mukinda Mali.

Survey No. 43, Hissa No. 13 came to the share of Bhau Ganpati Mali.

Survey No. 43, Hissa No. 14 was allotted to Vithu Ganpati Mali.

Survey No. 43, Hissa No. 15 was allotted to Bhau Ganpati Mali.

Survey No. 43, Hissa No. 16 was allotted to Vithu Ganpati Mali.

Survey No. 43, Hissa No. 17 was allotted to Vithu Ganpati Mali & Bhau Ganpati Mali for 8 Anna each.

Survey No. 43, Hissa No. 18 was allotted to Vithu Ganpati Mali.

Survey No. 43, Hissa No. 19 was allotted to Vithu Ganpati Mali & Bhanu Ganpati Mali for 8 Anna each.

Accordingly, the revenue records were separated and each possessor was put into the possession of the allotted land property and their names were inserted upon the separate 7/12 extract of the properties.

2. As per Mutation Entry No. 234, property bearing survey No. 43, Hissa No. 18 area admeasuring 03 Acre 02 Gunthe of village Punawale was allotted to the share of Vithu Ganpati Mali Accordingly his name was recorded in the record of 7/12 extract of the said property.

Now, the present search pertains to Sr. no. 43/18 thus, henceforth we restrict our search with respect to Sr. No. 43/18 only.

3. Further, Vithu Ganpati Kudale (Mali) expired on 04/06/1968 leaving behind him following legal heirs namely 1. Laxman Vithoba Kudale - Son, 2. Ramhari Vithoba Kudale - Son, 3. Kamlabai Laxman Raut - Daughter, 4. Laxmibai Vithoba Kudale - Widow Wife. Accordingly after the demise of Vithu Ganpati Kudale (Mali) names of the said legal heirs were mutated upon the revenue records of Sr. no. 43/18 by virtue of Mutation Entry No. 701.

4. Further, Mutation Entry No. 720 is relating to Maharashtra Weights & Measurement Act, 1958 & Indian Coinage Act, 1955. As per said Mutation entry area of said property from 03 Acre 02 Gunthe was converted into 01 H 24 R.

5. Mutation entry No. 1149 shows that as per the order of Tahsildar, Mulshi, vide No. TLG/Vatap/SR/61/85 dated 18/11/1985 Survey No 43/18 area admeasuring 01 H 24 R was parted by 1.

Laxman Vithoba Kudale & 2. Ramhari Vithoba Kudale between their family members as per section 85 of Maharashtra Land Revenue Code, 1966. As per the said partition and as per order of Tahsildar, Mulshi Survey No. 43/18 was sub divided into following & other sub-divisions i.e

Sr. No.	Survey No.	Area	Name of Owners
1.	43/18/1	00 H 14 R	Balu Ramhari Kudale
2.	43/18/2	00 H 10 R	Shivaji Ramhari Kudale
3.	43/18/3	00 H 09 R	Balu Ramhari Kudale
4.	43/18/4	00 H 06 R	Shivaji Ramhari Kudale
5.	43/18/5	00 H 09 R	Balu Ramhari Kudale
6.	43/18/6	00 H 14 R	Shivaji Ramhari Kudale & Balu Ramhari Kudale
7.	43/18/7	00 H 14R	Manohar Laxman Kudale Sudam Laxman Kudale Tukaram Laxman Kudale
8.	43/18/8	00 H 09 R	Sudam Laxman Kudale
9.	43/18/9	00 H 10 R	Tukaram Laxman Kudale
10.	43/18/10	00 H 15 R	Manohar Laxman Kudale
11.	43/18/11	00 H 14 R	Tukaram Laxman Kudale

Accordingly, the revenue records were separated and each possessor were put into the possession of the allotted land property and their names were inserted upon the separate 7/12 extract of the properties.

Regarding Sr. No. 43/18/2

6. Mutation Entry No. 3231 shows that, Shivaji Ramhari Kudale had obtained loan to the tune of Rs.8,00,000/- from Sangam Nagari Sahakari Patsanstha Maryadit, Hinjewadi & had executed Mortgage Deed was registered in the office of Sub Registrar Haveli No. 5 noted

at serial No. 7801/2008 dated 14/10/2008. Accordingly name of Sangam Nagari Sahakari Patsanstha Maryadit, Hinjewadi, was recorded in other rights column of 7/12 extract of property bearing survey No. 43/18/2.

Regarding Sr. No. 43/18/3 and Sr. No. 43/18/5

7. As per mutation Entry No. 1149 certified from partition & order of Tahsildar, Mulshi, Survey No. 43/18/3 area admeasuring 00 H 09 R and Sr. No. 43/18/5 area admeasuring 00 H 09 R came to the share of Balu alias Balasaheb Ramhari Kudale.

8. Further, Balasaheb Ramhari Kudale expired on 02/08/1998 leaving behind him following legal heirs namely 1. Navnath Balasaheb Kudale - Son, 2. Priyanka Balasaheb Kudale - Daughter, 3. Amit Balasaheb Kudale - Son, 4. Gangubai Balasaheb Kudale - Widow Wife. Accordingly after the demise of Balasaheb Ramhari Kudale names of his legal heirs were mutated upon the revenue record of Sr. no. 43/18/3 and Sr. No. 43/18/5 by virtue of Mutation Entry No. 2160.

Regarding Sr. No. 43/18/4

9. As per mutation Entry No. 1149 certified from partition & order of Tahsildar, Mulshi, Survey No. 43/18/4 area admeasuring 00 H 06 R came to the share of Shivaji Ramhari Kudale.

Regarding Sr. No. 43/18/6

10. As per mutation Entry No. 1149 certified from partition & order of Tahsildar, Mulshi, Survey No. 43/18/6 area admeasuring 00 H 14 R came to the share of Shivaji Ramhari Kudale & Balu Ramhari Kudale each of them having 8 anna share i.e. 00 H 07 R each.

11. As Balasaheb Ramhari Kudale expired on 02/08/1998 leaving behind him following legal heirs namely 1. Navnath Balasaheb Kudale - Son, 2. Priyanka Balasaheb Kudale - Daughter, 3. Amit Balasaheb Kudale - Son, 3. Gangubai Balasaheb Kudale - Widow Wife. Accordingly after the demise of Balasaheb Ramhari Kudale names of his legal heirs were mutated upon the revenue record of Sr. no. 43/18/6 to the extent of area 00 H 07 R out of total 00 H 14 R by virtue of Mutation Entry No. 2160.

12. It appears from the records that, Gangubai Balasaheb Kudale, Navnath Balasaheb Kudale, Amit Balasaheb Kudale, Priyanka Balasaheb Kudale (after marriage Priyanka Mayur Mutke), and Shivaji Ramhari Kudale had executed Development Agreement and Power of Attorney of land admeasuring 00 H 48 R out of Sr. No. 43/18/2, 43/18/3, 43/18/4, 43/18/5 and 43/18/6 in favour of M/s Gurudatta Developers through Partners Mr. Rajendra Vishnu Khade and Mrs. Savita Baban Garje vide bearing Sr. No. 5609/2023 dated 19/04/2023 duly registered at the Sub-registrar office of Haveli No. 17. Power of Attorney was also registered by and between the same parties with respect of same landed area in favor of M/s Gurudatta Developers through Partners Mr. Rajendra Vishnu Khade and Mrs. Savita Baban Garje vide bearing Sr. No. 5610/2023 dated 19/04/2023.

D) Other Transactions:

Mutation Entry No. 833 shows that, Laxman Vithoba Kudale had obtained loan of Rs. 1500/- from Hinjewadi Vikas Karyakari Sahakari Seva Society on 01/10/1976. Accordingly name of Hinjewadi Vikas

Karyakari Sahakari Seva Society was recorded in the other rights column of 7/12 extract of said property.

Mutation Entry No. 2674 shows that, Shivaji Ramhari Kudale had obtained loan from Priyadarshani Vikas Karyakari Seva Sahakari Society. Accordingly name of Priyadarshani Karyakari Seva Sahakari Society Ltd., was recorded in other rights column of 7/12 extract of property bearing survey No. 43/18/2 Sr. No. 43/18/4 and Sr. no. 43/18/6 (area 00 H 07 R)

As per Mortgage Deed dated 4/10/2008, Shivaji Ramhari Kudale had secured loan of Rs.8,00,000/- from Sangam Urban Co-Operative Society Ltd. Hinjewadi and mortgage his share of property to extend of 00 H 07 R out of Sr. No. 43/18/2 with the said society duly registered at Sub Registrar, Haveli No. 5 on Sr. No. 7801/2008

Further, As per Mortgage Deed dated 16/06/2008, Shivaji Ramhari Kudale along with Nitin Shivaji Kudale had secured loan of Rs.2,00,000/- from Shriram Bigarsheti Sahkari Patsanstha Marya. Marunji and mortgage his share of property to extend of 00 H 07 R out of Sr. No. 43/18/6 with the said society duly registered at Sub Registrar, Haveli No. 17 on Sr. No. 6180/2008 and along with Sagar Shivaji Kudale had secured loan of Rs.2,00,000/- from Shriram Bigarsheti Sahkari Patsanstha Marya. Marunji and mortgage his share of property to extend of 00 H 07 R out of Sr. No. 43/18/6 with the said society duly registered at Sub Registrar, Haveli No. 17 on Sr. No. 6181/2008.

E) Evidence of Possession:



Gangubai Balasaheb Kudale, Navnath Balasaheb Kudale, Amit Balasaheb Kudale, Priyanka Balasaheb Kudale (after marriage Priyanka Mayur Mutke), and Shivaji Ramhari Kudale are sufficiently entitled to the said land property and have clear and marketable title to the said land property subject to discrepancy mentioned below. They are in possession of said land property and further, M/s Gurudatta Developers through Partners Mr. Rajendra Vishnu Khade and Mrs. Savita Baban Garje have got sole and exclusive right vide registered Development Agreement to develop the said property and construct building on the said property consisting of various office/units/shops and sell the same to prospective purchasers of their choice.

F) Litigations and Discrepancies:

No Due Certificate from Sangam Nagari Sahakari Patsanstha Maryadit, Hinjewadi and Shriram Bigarsheti Sahkari Patsanstha Marya. Marunji is needed to be acquired by Mr. Shivaji Ramhari Kudale, Nitin Shivjai Kudale and Sagar Shivaji Kudale.

G) Paper Notice:

That paper notice was published by me on 02/07/2023 in Pudhari Newspaper to inquire for any claims and objection form general public with respect to the Development Rights and Possession of M/s Gurudatta Developers through Partners Mr. Rajendra Vishnu Khade and Mrs. Savita Baban Garje with respect of the said property. No claims and objection have been received by me in writing from any person in general.



H) Search:

Further, we have examined the documents described herein before in relation to the property. We have also carried out the e-search on the Govt. website: www.igrmaharashtra.gov.in as instructed by the IGR Maharashtra circulars and subject to the constraint regarding upgrading the website. Subject to the constraints regarding the availability and timely updates of the record in the offices of Sub Registrar, Haveli, and Mulshi, Pune, we have not come across any adverse entry.

I) Assumptions:

1. The Individuals who have executed the documents referred in the Search Report were at that time legally competent to enter into a contract as per the provisions of The Indian Contract Act, 1972.
2. Other than specifically stated herein there are to amendments to the documents that were perused for the purpose of this opinion.
3. The consideration agreed for the development of the said land was adequate and in fact fully complied with. The signature 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.
4. The amount of Stamp Duty and Registration Fees paid on the documents are accurate and adequate in all respects and that all these documents have been validly executed and registered as required by the Law at the time of execution and registration thereof.

5. The Photocopies of the document provided to us for our perusal are the same as the originals.
6. In cases where no documents were forthcoming and in respect of which information was provided by the Developer, we have assumed that such information is factually correct.
7. In cases where any person/s has/have signed any documents in a representative capacity claiming therein to be partner of any partnership firm, Power of Attorney holder we have assumed that such information is factually correct.
8. All the persons whose signatures were required in order to validly and effectively transfer the said land had in fact signed such documents.

J) Disclaimers:

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.
2. Unless specifically mentioned otherwise, the documents perused by us and mentioned in this opinion are photocopies.
3. The defined terms and expressions are solely for the ease of reading and understanding this opinion.
4. It is informed to me that, the documents supplied for scrutiny are genuine and as per the originals and there are no other transactions and/or litigations pertaining to the said property barring the aforesaid, relying upon the same, we have issued the present opinion. We restrict our investigation to verify the ownership on

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the available documents and information only. We are issued the opinion on the basis of the documents mentioned herein and no other documents including the revenue record of previous years have been provided to us for our perusal.

5. This opinion is addressed to the M/s Gurudatta Developers alone. This opinion may not be furnished, quoted relied on by any person or entity others than the M/s Gurudatta Developers for any purpose without our prior written consent.
6. We have not carried out any searches in any court and have presumed that there is no pending litigation, proceedings, enquiry etc. before any court of law, tribunal, etc. in respect of the said land except the suit history mentioned hereinabove.

K) Miscellaneous:

In no event shall we or myself individually, be liable for any consequential, special, incidental, punitive loss, damage or expenses including without limitation, lost profit, loss of opportunity costs and such like costs to any person, firm, bank or corporation whatsoever and that the maximum liability upon us in relation to the issuance of the present opinion in respect of the said land shall be limited to 20% of the fees received.

L) Opinion:

After the perusal of the documents supplied to me and the search caused, subject to discrepancies, I opine that, land owner have clear and marketable title to the said land property and the promoter/developer i.e M/s Gurudatta Developers through Partners

Mr. Rajendra Vishnu Khade and Mrs. Savita Baban Garje, by virtue of above recitals have sufficiently got right to commence and complete construction of the building as per the sanctioned plan and further to develop the said land property by constructing thereon multi storied building consisting residential/commercial tenements also to transfer/sell the said tenement to the prospective purchasers for the consideration they deemed fit and proper.

Date: 17/08/2023
Pune



A handwritten signature in black ink, appearing to read "Shridhar M. Dhumal".

Adv. Shridhar M. Dhumal
For SDL Legal Associates

Housiey.com