

MADANLAL PREMSUKH CHHAJED

ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com

To,

Maharashtra Real Estate Regulatory Authority,
6th & 7th Floor, Housefin Bhavan, Plot No. C - 21,
E - Block, Bandra Kurla Complex,
Bandra (E), Mumbai 400051.



LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to land admeasuring 22900 Sq. meters formed of all those pieces and parcels of land or ground admeasuring 6500 Sq. meters and 16400 Sq. meters bearing Hissa Nos. 2 & 3 respectively of Survey No. 95 situate, lying and being at village Tathawade, taluka Mulshi, District Pune and, within the local limits of Pimpri-Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli. (Herein after referred as the said plot " ").

I have investigated the title of the said plot on the request of M/s. EISHA PROPERTIES UNIT 5 by paying requisite E-Challan by MTR Challan annexed herewith and following documents i.e.:-

- 1) Description of the property. As per Annexure A
- 2) The documents of allotment of plot. As per Annexure B
- 3) 7/12 extracts.
- 4) Search report for 30 years i.e. from 1994 till date.

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.

Sr. No	Survey No	Name of Owners	Area	Document No	Developer	Document No
1.	95/2	Sou. Vibha Vikram Boke	6500 Sq. Meters	Sale Deed 5983/2002	M/s. EISHA PROPERTIES UNIT 5	Development Agreement 5270/2008
2.	95/3	Shri. Ranjeet Prakash Mhaske	16400 Sq. Meters	Sale Deed 1347/2004		
3.	95/3	Shri. Anand Ramesh Kering				

* Note: Area of plot for the project 33 Central Avenue Wing F-3 is 2255.30 sq. meters and the same is included in this search.

3/- The report reflecting the flow of the title of the (Owner's) on the said land is enclosed herewith as Annexure C.

Date: 02/05/2024

Encl: Annexure A, B C & D



(Madanlal P. Chhajed)
Advocate

MADANLAL PREMSUKH CHHAJED

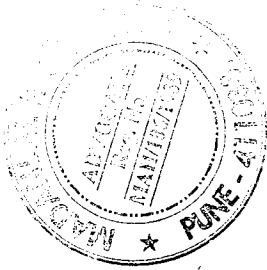
ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com



ANNEXURE A

SCHEDULE OF THE PROPERTY

All that piece and parcel land admeasuring 22900 Sq. meters formed of all those pieces and parcels of land or ground admeasuring 6500 Sq. meters and 16400 Sq. meters bearing Hissa Nos. 2 & 3 respectively of Survey No. 95 situate, lying and being at village Tathawade, taluka Mulshi, District Pune and, within the local limits of Pimpri-Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli and which contiguous block is bounded as follows, that is to say:-

On or towards the **EAST** : By land bearing Survey No. 94.

On or towards the **SOUTH** : By Road.

On or towards the **WEST** : By land bearing Survey No. 95/1.

On or towards the **NORTH** : By land bearing Survey No. 94.

Along with all the elementary and other incidental rights there to and rights to use common access roads.

MADANLAL PREMSUKH CHHAJED

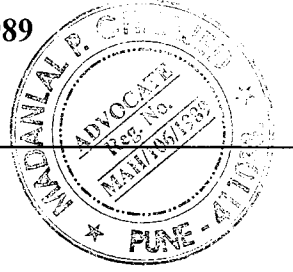
ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com



ANNEXURE B

2) DOCUMENTS PERTAINING TO THE LAND UNDER PRESENT TITLE REPORT:

Sr.No	Despriction of the Document	Registration Number	Date of Execution / Registration
1.	Sale Deed	Sr. No. 1042/1993 Sub-Registrar Paud	28/04/1993
2.	Sale Deed	Sr. No. 5983/2002 Sub-Registrar Paud	31/10/2002
3.	Development Agreement	Sr. No. 4988/2006 Sub-Registrar Haveli 20	11/07/2006
4.	Power of Attorney	Sr. No. 4989/2006 Sub-Registrar Haveli 20	11/07/2006
5.	Supplementary Agreement	Sr. No. 1193/2007 Sub-Registrar Haveli 15	15/02/2007
6.	Power of Attorney	Sr. No. 1194/2007 Sub-Registrar Haveli 15	15/02/2007
7.	ULC Order	ULC Case No. 1840-BO	04/12/2006
8.	ULC Order	ULC/U/S.20/1840-BO/4/2007	02/01/2007
9.	Sale Deed	Sr. No. 1347/2004 Sub-Registrar Mulshi	09/03/2004
10.	Power of Attorney	Sr. No. 1348/2004 Sub-Registrar Paud	09/03/2004
11.	Deed of Correction	Sr. No. 4067/2006 Sub-Registrar Haveli 9	31/05/2006

MADANLAL PREMSUKH CHHAJED

ADVOCATE

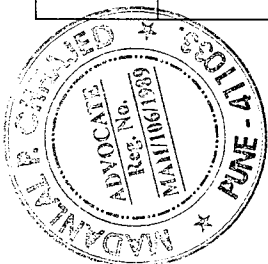
3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com

12.	Development Agreement	Sr. No. 4068/2006 Sub-Registrar Haveli 9	31/05/2006
13.	Power of Attorney	Sr. No. 4069/2006 Sub-Registrar Haveli 9	31/05/2006
14.	Supplementary Agreement	Sr. No. 1414/2007 Sub-Registrar Haveli 15	23/02/2007
15.	Power of Attorney	Sr. No. 1415/2007 Sub-Registrar Haveli 15	23/02/2007
16.	ULC Order	ULC Case No. 1112-MH	03/07/2006
17.	ULC Order	ULC/S-20/D-3/P- 280/Tathawade/06/732/06	25/07/2006
18.	Development Agreement	Sr. No. 5270/2008 Sub-Registrar Haveli 11	29/04/2008
19.	Power of Attorney	Sr. No. 5271/2008 Sub-Registrar Haveli 11	29/04/2008
20.	Mortgage Deed	Sr. No. 4031/2010 Sub-Registrar Haveli 20	03/05/2010
21.	Release Deed	Sr. No. 8866/2013 Sub-Registrar Haveli 11	07/12/2013
22.	N.A Order	Order No. PMA/NA/SR/83/2007	22/01/2008
23.	Building Permission	रेखांकन/एनएबीपी/मौ. ताथवडे/ता. मुळशी/ग.नं. ९५/२,९५/३/ससंपु/२३५८	09/08/2007
24.	PCMC Building Permission	Certificate No. BP/Tathawade/Layout/04/ 2011	28/03/2011



MADANLAL PREMSUKH CHHAJED

ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

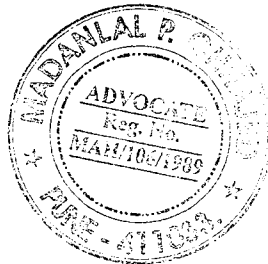
Sanad No. MAH/106/1989

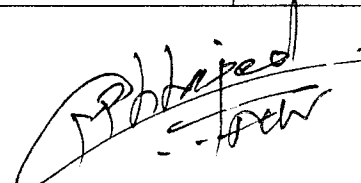
E-mail:- advchhajer@gmail.com

25.	PCMC Building Permission	Certificate No. BP/Tathawade/10/ 2014	30/04/2014
26.	PCMC Building Permission	Certificate No. BP/Tathawade/18/ 2015	06/11/2015
27.	Completion Certificate	Part Completion Certificate No. 211/2016	08/07/2016
28.	PCMC Building Permission	Certificate No. BP/Tathawade/14/ 2017	27/07/2017
29.	Completion Certificate	Part Completion Certificate No. 554/2017	31/07/2017
30.	Deemed Conveyance Order	Deemed Conveyance Application No. 73/2022	19/10/2022
31.	Deemed Conveyance Order	Deemed Conveyance Application No. 74/2022	19/10/2022
32.	Deemed Conveyance Order	Deemed Conveyance Application No. 75/2022	19/10/2022
33.	Deemed Conveyance Order	Deemed Conveyance Application No. 76/2022	19/10/2022
34.	PCMC Building Permission	Certificate No. BP/Tathawade/26/ 2023	24/03/2023
35.	PCMC Building Permission	Certificate No. BP/Tathawade/27/ 2024	28/03/2024

Date : 02/05/2024

Place : Chinchwad, Pune.




(Madanlal P. Chhajed)

Advocate

MADANLAL PREMSUKH CHHAJED

ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

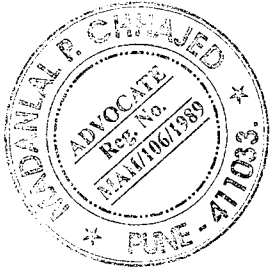
Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com

ANNEXURE C

FLOW OF THE TITLE OF THE LAND

A) LAND BEARING SURVEY NO. 95 HISSA NO. 2, TATHAWADE.



1. Shri. Gajanan Maruti Gaikwad was the owner of all that piece and parcel of land or ground admeasuring 1 Acre 24 Gunthas equivalent to Hectares 00 = 65 Ares i.e. 6500 Sq. meters, bearing Survey No. 95 Hissa No. 2 Village Tathawade, Taluka Mulshi, District Pune.
2. Thereafter, the provisions of the Maharashtra Weights and Measures Act, 1958 and of the Indian Coinage Act, 1956 were made applicable to village Tathawade vide Mutation Entry No. 1081 and the area of the said land bearing Survey No. 95 Hissa No. 2, Village Tathawade was shown to be Hectares 00 = 65 Ares i.e. 6500 Sq. meters, instead of 1 Acre 24 Gunthas as shown earlier.
3. Thereafter, vide Mutation Entry Nos. 2396 and 3442, entries were made in the "Other Rights" Column of the VII/XII Extract in respect of the said land bearing Survey No. 95 Hissa No. 2, Tathawade to the effect that the Government had a Charge thereon for certain Royalties claimed by the Government under the provisions of the Section 48 (7) of the Maharashtra Land Revenue Code, 1966. However, vide Mutation Entry Nos. 3350, 3563 and 4132 dated 27/09/2002, 23/10/2002 and 26/09/2006 respectively, such Charge of the Government was deleted.
4. Thereafter, a charge of the Sant Tukaram Maharaj Vikas Co-operative Seva Society was entered on the "Other Rights" column of the VII/XII Extract pertaining to the said land bearing Survey No. 95 Hissa No. 2, Tathawade vide Mutation Entry No. 2595 dated 18/08/1997. On all the dues of the said Society bearing duly paid, pursuant to application made in that behalf, the said charge of the said Society was deleted from the "Other Rights" column

MADANLAL PREMSUKH CHHAJED

ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com



of the VII/XII Extract pertaining to the said land bearing Survey No. 95 Hissa No. 2, Tathawade vide Mutation Entry No. 3922 dated 24/06/2005.

5. Thereafter, vide a Deed of Sale dated 28/04/1993 (duly Registered under Serial No. 1042 of 1993 with the Sub-Registrar, Taluka Mulshi at Paud,) made by and between the said Shri. Gajanan Maruti Gaikwad of the One Part and Shri. Rajendra Lalitkumar Agarwal of the Other Part, the said Shri. Gajanan Maruti Gaikwad assigned, transferred, assured and conveyed the said land bearing Survey No. 95 Hissa No. 2, Tathawade to the said Shri. Rajendra Lalitkumar Agarwal absolutely. The name of the said Shri. Rajendra Lalitkumar Agarwal was entered on the Revenue Record pertaining to the said land bearing Survey No. 95 Hissa No. 2, Tathawade as the holder thereof vide Mutation Entry No. 2649 dated 01/10/1997.
6. Thereafter, vide a Deed of Sale dated 31/10/2002 (duly Registered under Serial No. 5983 of 2002 with the Sub- Registrar, Taluka Mulshi at Paud), made by and between the said Shri. Rajendra Lalitkumar Agarwal of the One Part and Smt. Vibha Vikram Boke of the Other Part, the said Shri. Rajendra Lalitkumar Agarwal assigned, transferred, assured and conveyed the said land bearing Survey No. 95 Hissa No. 2, Tathawade to the said Smt. Vibha Vikram Boke absolutely. The name of the said Smt. Vibha Vikram Boke was entered on the Revenue Record pertaining to the said land bearing Survey No. 95 Hissa No. 2, Tathawade as the holder thereof vide Mutation Entry No. 3566 dated 12/11/2002.
7. Thereafter, vide an Agreement for Development coupled with Power of Attorney dated 11/07/2006 (duly Registered under Serial No. 4988 of 2006 and Serial No. 4989 of 2006 respectively with the Sub- Registrar Haveli- 20, Pune) read with a Supplementary Agreement coupled with Power of Attorney dated 15/02/2007 thereto (duly Registered under Serial No. 1193 of 2007 and Serial No. 1194 of 2007 with Sub- Registrar Haveli- 15, Pune) made by and between the said Smt. Vibha Vikram Boke of the One Part and M/s Shri. Parmeshwar Properties, a partnership firm duly registered

MADANLAL PREMSUKH CHHAJED

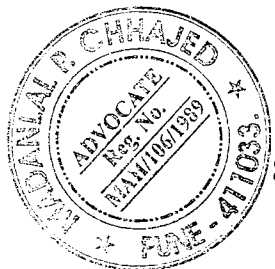
ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com



under the provisions of the Indian Partnership Act, 1932 having its Office at Flat No. 2, Rajeev Apartment, 828, Shivajinagar, Pune- 411004 of the Other Part, the said Smt. Vibha Vikram Boke granted rights of development of the said land bearing Survey No. 95 Hissa No. 2, Tathawade to/in favour of the said M/s. Shri. Parmeshwar Properties at or for the consideration and on the terms and conditions therein contained.

8. Thereafter, vide Order dated 04/12/2006 in ULC Case No. 1840-BO passed under the provisions of Section 8 (4) of the Urban Land (Ceiling & Regulation) Act, 1976, the Deputy Collector and Competent Authority, Pune Urban Agglomeration, Pune held that a portion admeasuring 3451.66 Sq. meters out of the said land bearing Survey No. 95 Hissa No. 2, Tathawade was "non-vacant" and that a portion admeasuring 218.34 Sq. meters out of the said land bearing Survey No. 95 Hissa No. 2, Tathawade is "excess" in the hands of the said Smt. Vibha Vikram Boke.
9. Thereafter, vide Letter of Intent dated 13/12/2006 bearing No. ULC/U/S.22/1840-B/2006, the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune granted provisional permission under the provisions of Section 22 of the Urban Land (Ceiling & Regulation) Act, 1976 for redevelopment of non-vacant portion admeasuring 3451.66 Sq. meters out of the said land bearing Survey No. 95 Hissa No. 2, Tathawade on the terms and conditions therein contained.
10. Thereafter, vide its Order dated 02/01/2007 bearing No. ULC/U/S.20/1840-BO/4/2007, passed under the provisions of Section 20 of the Urban Land (Ceiling & Regulation) Act, 1976, the Additional Collector and Competent Authority and Ex-Officio Deputy Secretary to the Government of Maharashtra in Urban Development Department exempted the said "excess" portion admeasuring 218.34 Sq. meters. out of the said land bearing Survey No. 95 Hissa No. 2, Tathawade held by the said Smt. Vibha Vikram Boke from the provisions of Chapter III of the Urban Land (Ceiling & Regulation) Act, 1976.

MADANLAL PREMSUKH CHHAJED

ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com

B) LAND BEARING SURVEY NO. 95 HISSA NO. 3, TATHAWADE.



11. Shri. Shivram Shankar Pawar was the owner of all that piece and parcel of land or ground admeasuring 4 Acres 2 Gunthas equivalent to Hectares 01 = 64 i.e. 16400 Sq. meters, Ares bearing Survey No. 95 Hissa No. 3 Village Tathawade, Taluka Mulshi, District Pune.

12. Thereafter, the provisions of the Maharashtra Weights and Measures Act, 1958 and of the Indian Coinage Act, 1956 were made applicable to village Tathawade vide Mutation Entry No. 1081 and the area of the said land bearing Survey No. 95 Hissa No. 3, village Tathawade was shown to be Hectares 01 = 64 Ares i.e. 16400 Sq. meters, instead of 4 Acres 2 Gunthas as shown earlier.

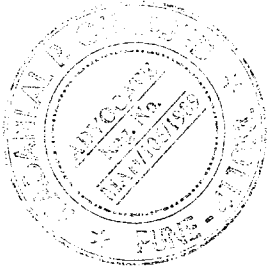
13. Thereafter, a charge of the Wakad Vikas Co-operative Society was entered in, the "Other Rights" column of the Revenue Record pertaining to, inter alia, the said land bearing Survey No. 95 Hissa No. 3, Tathawade vide Mutation Entry No. 1193 dated 01/10/1976 as security for due repayment of a loan advanced by the said Society to the said Shri. Shivram Shankar Pawar. Subsequently, the said loan was re-paid to the said Society and the name of the said Society was deleted from the "Other Rights" column of VII/XII Extract pertaining to the said land bearing Survey No. 95 Hissa No. 3, Tathawade as the holder of the said charge thereon vide Mutation Entry No. 3681 dated 19/11/2003.

14. Thereafter, pursuant to Application made by the said Shri. Shivram Shankar Pawar in that behalf, the names of Shri. Madhukar Shankar Pawar, Shri. Krishna Shankar Pawar and Smt. Rangubai Shankar Pawar were entered on the Revenue Record pertaining to the said land bearing Survey No. 95 Hissa No. 3, Tathawade as the Co-holders as tenants-in-common having equal share therein vide Mutation Entry No. 1864 dated 10/01/1989.

15. Thereafter, said Smt. Rangubai Shankar Pawar died intestate on 22/08/1990 leaving behind her, as her only heirs and next-of-kin, her sons, the said Shivram, Madhukar and Krishna. The name of the said Rangubai Shankar Pawar was deleted from the Revenue Record pertaining to the said land bearing Survey No. 95 Hissa No. 3, Tathawade vide Mutation Entry No. 2161 dated 11/02/1992.

16. Thereafter, said Shri. Madhukar Shankar Pawar died intestate leaving behind him, as his only heirs and next-of-kin, his widow, Tarabai, and his sons, Sitaram, Shantaram, Kantaram, Rajaram and Balu. The names of the said heirs of the said late Madhukar Shankar Pawar were entered on the Revenue Record pertaining to the said land bearing Survey No. 95 Hissa No. 3, Tathawade as the holders of the undivided share therein vide Mutation Entry No. 2563.

17. Thereafter, vide a Deed of Sale coupled with Power of Attorney dated 09/03/2004 (duly Registered under Serial No. 1347 of 2004 and Serial No. 1348 of 2004 with the Sub- Registrar, Taluka Mulshi at Paud), read with a Deed of Correction dated 31/05/2006 (duly Registered under Serial No. 4067 of 2006 with the Sub-Registrar, Haveli 9, Pune) thereto made by and between the said Shri. Shivram Shankar Pawar, Smt. Tarabai Madhukar Pawar, Shri. Sitaram Madhukar Pawar, Shri. Shantaram Madhukar Pawar, Shri. Kantaram Madhukar Pawar, Shri. Rajaram Madhukar Pawar, Shri. Balu Madhukar Pawar and Shri. Krishna Shankar Pawar and Members of his family of the One Part and Shri. Ranjeet Prakash Mhaske and Shri. Anand Ramesh Kering of the Other Part, the Shri. Shankar Pawar and others assigned, transferred, assured and conveyed the said land bearing Survey No. 95 Hissa No. 3, Tathawade to the said Shri. Ranjeet Prakash Mhaske and Another absolutely. The names of the said Shri. Ranjeet Prakash Mhaske and Another were entered on the Revenue Record pertaining to the said land bearing Survey No. 95 Hissa No. 3, Tathawade as the holders thereof vide Mutation Entry No. 3722 dated 24/05/2004.



MADANLAL PREMSUKH CHHAJED

ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com



18. Thereafter, vide an Agreement for Development coupled with Power of Attorney dated 31/05/2006 (duly Registered under Serial No. 4068 of 2006 and Serial No. 4069 of 2006 with the Sub-Registrar Haveli 9, Pune) read with a Supplementary Agreement coupled with Power of Attorney dated 23/02/2007 thereto (duly Registered under Serial No. 1414 of 2007 and Serial No. 1415 of 2007 with Haveli 15, Pune) made by and between the said Shri. Ranjeet Prakash Mhaske and Shri. Anand Ramesh Kering of the One Part and the M/s Shri. Parmeshwar Properties of the Other Part, the said Shri. Ranjeet Prakash Mhaske and Shri. Anand Ramesh Kering granted rights of development of the said land bearing Survey No. 95 Hissa No. 3, Tathawade in favour of the said M/s Shri. Parmeshwar Properties at or for the consideration and on the terms and conditions therein contained.

19. Thereafter, vide his Order dated 03/07/2006 in ULC Case No. 1112-MH passed under the provisions of Section 8 (4) of the Urban Land (Ceiling & Regulation) Act, 1976, the Deputy Collector and Competent Authority held that a portion admeasuring Hectors 01 = 42 Ares i.e. 14200 sq. mtrs out of the said land bearing Survey No. 95 Hissa No. 3, Tathawade is "excess" in the hand of the said Shri. Ranjeet Prakash Mhaske and Shri. Anand Ramesh Kering.

20. Thereafter, vide Order dated 25/07/2006 bearing No. ULC/S-20/D-3/P-280/Tathawade/06/732/06 passed under the provisions of Section 20 of the Urban Land (Ceiling & Regulation) Act, 1976, the Additional Collector and Competent Authority and Ex-officio Deputy Secretary to the Government of Maharashtra in Urban Development Department exempted the said "excess" portion admeasuring Hectares 01 = 42 Areas i.e. 14200 sq. mtrs out of the said land bearing Survey No. 95 Hissa No. 3, Tathawade from the provisions of Chapter III of the Urban Land (Ceiling & Regulation) Act, 1976 under Sub- Section 1 (a) of Section 20 thereof on the terms and conditions therein contained, which, interalia, stipulated that a portion admeasuring 930 sq. mtrs. out of the said excess land shall be handed over to the Government.

MADANLAL PREMSUKH CHHAJED

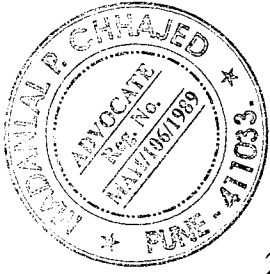
ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com



21. Thereafter, vide an Agreement for Assignment of Development coupled with Power of Attorney dated 29/04/2008 (duly Registered under Serial No. 5270 of 2008 and Serial No. 5271 of 2008 with the Sub- Registrar Haveli 11, Pune) made by and between, inter-alia, the said M/s. Shri. Parmeshwar Properties and the Said M/s. Eisha Properties Unit-5, the said M/s. Shri. Parmeshwar Properties assigned and transferred its beneficial right, title, interest and all whatsoever in the above captioned lands to/in favour of the said M/s. Eisha Properties Unit 5 at or for the consideration and on the terms and conditions therein contained.

22. Thereafter, M/s. Eisha Properties Unit-5 had created a mortgage without possession of the above captioned Land and the buildings to be constructed thereon in favour of State Bank of India vide a indenture of Mortgage dated 03/05/2010 (duly Registered under Serial No. 4031 of 2010 with the Sub- Registrar, Haveli 20, Pune) as security of re-payment of a Demand Cash Credit facility granted by the said State Bank of India to the said M/s. Eisha Properties Unit 5 for implementation of the project on inter-alia the above mentioned land together with interest secured thereon.

23. Thereafter, vide Deed of Release dated 07/12/2013 (duly Registered under Serial No. 8866 of 2013 with the Sub- Registrar Haveli 11, Pune) executed by the said State Bank of India re-conveyed / relinquished their right, title and interest in the said land bearing S. No. 95 Hissa No. 2 and 3, Village Tathawade in favour of M/s. Eisha Properties Unit 5.

24. Thereafter, the Collector, Pune vide order No. PMA/NA/SR/83/2007 dated 22/01/2008 granted the permission N.A. of the said land. Thereafter M/s. Eisha Properties Unit 5 applied for commencement of the project vide Commencement Certificate No. रेखांकन/एनएबीपी/मौ. ताथवडे/ता. मुळशी/ग.नं. ९५/२,९५/३/ससंपु/२३५८ dated 09/08/2007. Thereafter, the village Tathawade was included in the territorial jurisdiction of Pimpri Chinchwad Municipal Corporation. Thereafter M/s. Eisha Properties Unit 5 applied for

MADANLAL PREMSUKH CHHAJED

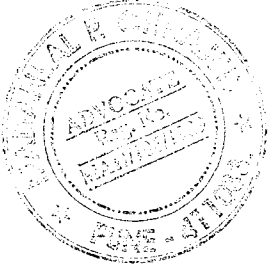
ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com



commencement of the project vide Commencement Certificate No. BP / Tathawade /Layout/ 04 / 2011 dated 28/03/2011, and revised Commencement Certificate No. BP / Tathawade / 10 / 2014 dated 30/04/2014, and revised Commencement Certificate No. BP / Tathawade / 18 / 2015 dated 06/11/2015 and revised Commencement Certificate No. BP / Tathawade / 14 / 2017 dated 27/07/2017 respectively for the construction of buildings on the said land.

25. Thereafter, Pimpri Chinchwad Municipal Corporation granted Part Completion Certificate in respect of building A, B and C bearing No. 211/2016 on 08/07/2016 and in respect of building D bearing No. 554/2017 on 31/07/2017.

26. Thereafter the society members of Wing A, Wing B, Wing C & Wing D had applied to the District Deputy Registrar of Co-operative Societies Pune for Deemed Conveyance of Wing A, Wing B, Wing C & Wing D respectively vide application number Deemed Conveyance App. No 73/2022, Deemed Conveyance App. No 74/2022, Deemed Conveyance App. No 75/2022 & Deemed Conveyance App. No 76/2022. The said applications were allowed by the competent authority by their order dated 19/10/2022. That being aggrieved and dissatisfied with the said order the members of the abovementioned societies had filed various Writ Petitions before the Hon'ble High Court, Mumbai and the same are pending for hearing.

27. Thereafter, M/s. Eisha Properties Unit 5 applied for revised commencement of the project vide Commencement Certificate No. BP / Tathawade / 26 / 2023 dated 24/03/2023 and further revised Commencement Certificate No. BP / Tathawade / 27 / 2024 dated 28/03/2024.

28. Therefore, on the basis of documents, papers, search report submitted to me by the applicant and going through the mutations made available to me I am of the opinion the said property is free from all the encumbrances and/or charges of whatsoever nature and the present owners viz. Smt.

MADANLAL PREMSUKH CHHAJED

ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com

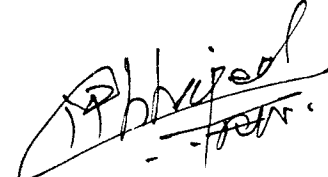
Vibha Vikram Boke, Shri. Ranjeet Prakash Mhaske and Shri. Anand Ramesh Kering are having good clear and marketable title to the same.

29. The rights of the land owners are full ownership rights and the said M/s. Eisha Properties Unit 5 have acquired the development rights of the said property. There is no bar for creation of mortgage of the said property. I have perused the said Development Agreements executed between the original landowners in favour of the Developer. The said Development Agreements are in order and there is nothing prejudicial against the transferee or the Bank. The contents of the Development Agreements are explicit and all the basic requirements of a valid contract. The Developer has affixed the appropriate stamp as per the Bombay Stamp Act. I am satisfied and confirm that the property is heritable and transferable and the Transferor has right to transfer. All documents have desired effect. Facts and events material to title have been satisfactorily proved.

Date : 02/05/2024

Place : Chinchwad, Pune.




(Madanlal P. Chhajed)

Advocate

MADANLAL PREMSUKH CHHAJED

ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajer@gmail.com



ANNEXURE "D"

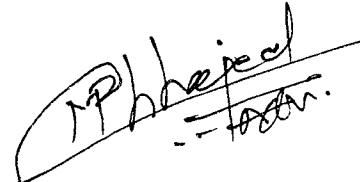
Details of Pending Cases

Sr. No	Case Type	Court Name	Case Number	First Party	Second Party	Remarks
1.	Civil Writ Petition	Hon'ble High Court of Bombay	WP/10938 /2023	Eisha Zenith A CHS Ltd.	State of Maharashtra and Ors.	Case Sub-Judice. No preventive Order passed.
2.	Civil Writ Petition	Hon'ble High Court of Bombay	WPST/20911 /2023	Eisha Zenith C CHS Ltd.	State of Maharashtra and Ors.	Case Sub-Judice. No preventive Order passed.
3.	Civil Writ Petition	Hon'ble High Court of Bombay	WPST/20916 /2023	Eisha Zenith B CHS Ltd.	State of Maharashtra and Ors.	Case Sub-Judice. No preventive Order passed.
4.	Civil Writ Petition	Hon'ble High Court of Bombay	WPST/20912 /2023	Eisha Zenith D CHS Ltd.	State of Maharashtra and Ors.	Case Sub-Judice. No preventive Order passed.
5.	Civil Writ Petition	Hon'ble High Court of Bombay	WP/5258 /2021	Eisha Properties Unit 5	Maharashtra Pollution Control Board	Case Sub-Judice. No preventive Order passed.
6.	Special Civil Suit	Hon'ble Senior Division Pune	Spl.C.S./1898/2023	Eisha Zenith A CHS Ltd and Others	Eisha Properties Unit 5	Case Sub-Judice. No preventive Order passed.
7.	Regular Criminal Case	Hon'ble Chief Judicial Magistrate	R.C.C/1956 /2014	Maharashtra Pollution Control Board	Eisha Properties Unit 5	Case Sub-Judice. No preventive Order passed.
8.	Consumer Complaint	Hon'ble Consumer Disputes Rederssal Forum	CC/147/21	Chandrakant Deshmukh	Eisha Properties Unit 5	Case Sub-Judice. No preventive Order passed.

Date : 02/05/2024

Place : Chinchwad, Pune.




(Madanlal P. Chhajed)

Advocate

MADANLAL PREMSUKH CHHAJED

ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com

CERTIFICATE OF TITLE

I have examined the Original Title Deeds relating to the Schedule property and that the documents of title referred to in the opinion are valid evidence of Right, title and interest. I further certify that I have examined the documents in detail, as supplied by M/s. EISHA PROPERTIES UNIT 5 and taking into account all the guidelines and the other relevant factors.

That after following scrutiny of land records/revenue records and relative, Title Deeds I hereby certify the genuineness of the Title Deeds at the time of inspection of documents, Suspicious/Doubt, if any, has been clarified by making necessary enquiries. There are no prior Mortgage/Charges/encumbrances whatsoever, as could be made available to me from the Encumbrance Certificate for the period of last thirty years till date pertaining to the immovable property covered by above said Title Deeds, which the available record M/s. EISHA PROPERTIES UNIT 5 has every right to develop the said property.

I certify that M/s. EISHA PROPERTIES UNIT 5 have right to develop the said properties by virtue of Development Agreement and Power of Attorney.

If the prospective flat purchaser applies to the Bank for Housing Loan then the Equitable Mortgage can be created in favour of the Bank by virtue of original title deeds like Agreement, Registration Receipt and Index-II Extract. There are no legal impediments for creation of the mortgage under any applicable Law/Rules in force.



MADANLAL PREMSUKH CHHAJED

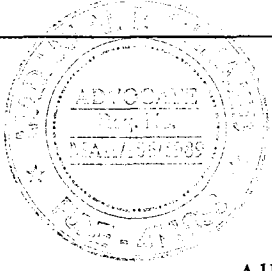
ADVOCATE

3, Raka Palace, Station Road, Opp Baramati Co.Op. Bank Ltd, Chinchwadgaon, Pune 33

Mob. No. 98230 27765

Sanad No. MAH/106/1989

E-mail:- advchhajed@gmail.com



SCHEDULE OF THE PROPERTY

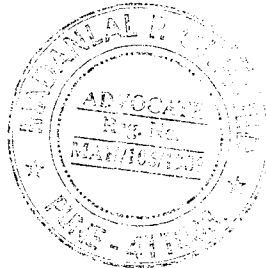
All that piece and parcel land admeasuring 22900 Sq. mtrs formed of all those pieces and parcels of land or ground admeasuring 6500 Sq. mtrs and 16400 Sq. mtrs bearing Hissa Nos. 2 & 3 respectively of Survey No. 95 situate, lying and being at village Tathawade, taluka Mulshi, District Pune and, within the local limits of Pimpri-Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli and which contiguous block is bounded as follows, that is to say:-

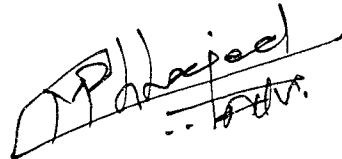
On or towards the **EAST** : By land bearing Survey No. 94.
On or towards the **SOUTH** : By Road.
On or towards the **WEST** : By land bearing Survey No. 95/1.
On or towards the **NORTH** : By land bearing Survey No. 94.

Along with all the elementary and other incidental rights there to and rights to use common access roads.

Date : 02/05/2024

Place : Chinchwad, Pune




(Madanlal P. Chhajed)

Advocate

[It is presumed that that document & information submitted to me is genuine & and present report is prepared as per the best of our knowledge, ability & on the basis of documents submitted and instructions given to me. I don't claim any authenticity of search as the record is in dilapidated condition and there is very limited access to the electronic record as per the G.R. the registration of the document can be done at any office in the registration district as such is from it is not possible to conduct search in each office as such search is from the date of commencement, except addressee no person including person claiming through queries can claim the report. It is exclusively prepared for queries herein. all the document are returned herewith without keeping copies, of it, if any further clarification is required on any issue in that case you shall submit all the documents, which we have perused.]