

**TITLE REPORT**

**TO WHOMSOEVER IT MAY CONCERN**

**THIS IS TO CERTIFY THAT** under the instructions of Developer M/s. SAI PUSHUP ENTERPRISES, having its office at : Puranik's One, Kanchan Pushpa, Opp. Suraj Water Park, G.B. Road, Thane (W). I have perused all the Deeds and Documents pertaining to the right, title and interest of the Developers in respect of following properties:

ALL THAT PIECE & PARCEL OF Land being at Village Owale, Taluka and District Thane bearing The Developer is developing piece and parcel of land bearing 1) Old Survey No. 120, New Survey No. 45 Hissa No. 2 admeasuring 7700 sq. sq.mtr, **(First Property)** 2) Old Survey No. 120, New Survey No. 45 Hissa No. 4 admeasuring 400 sq.mtr, **(Second Property)** 3) Old Survey No. 120, New Survey No. 45 Hissa No. 5 admeasuring 2000 sq.mtr, **(Third Property)** 4) Old Survey No. 120, New Survey No. 45 Hissa No. 9 admeasuring 1500 sq.mtr, **(Fourth Property)** 5) Old Survey No. 120, New Survey No. 45 Hissa No. 10 admeasuring 1550 sq.mtr **(Fifth Property)**, admeasuring in aggregate 13150 sq. meters.

**Following documents are perused :**

- A. Current 7/12 extracts.
- B. Relevant Mutation entries.
- C. Search Report
- D. Permission
- E. Title Deeds

**BRIEF HISTORY OF FIRST PROPERTY :-** Old Survey No. 120, New Survey No. 45 Hissa No. 2 admeasuring 7700 sq. sq.mtr

**A. In respect of Current 7/12 extracts**

It appears from the 7/12 extract dated 26/7/2017 that, the said property was owned by M/s Sai Pushp Enterprises through its Partner Naresh S. Khetwani and Jayesh L. Malde.

**B. In respect of 6 D Mutation Entries :**

1. It appears from the mutation entry no. 318 dated 15/3/1940 that, Kutubuddin Mohiddin Varekar died in the year 1939 leaving behind his legal heirs nephew Hasan Sharfuddin Varekar.



2. It appears from the mutation entry no. 403 dated 29/3/1947 that the, as per the Partition Deed between Khatijabai Kutubuddin Mohiddin, Aaijabibi Sirajuddin and Hasanmiya Sharafuddin the said property alongwith other properties comes into the share of Khatijabai Kutubuddin Mohiddin.
3. It appears from the mutation entry no. 404 dated 29/3/1947 that the, Khatijabai Kutubuddin Mohiddin executed Gift Deed in favour of Abdul Latif, Hasanmiya Vadekar, Mahammad Ali Girajuddin Bharmar on 7/2/1947.
4. It appears from the mutation entry no. 464 dated 7/7/1951 that as per the order of the State Government of Bombay standard area was implemented for various types of land and the said property being of lesser area than the standard area was declared as tukda land.
5. The mutation entry no. 517 is not concern with the said property.
6. It appears from mutation entry no. 1969 dated 16/6/1988 that the, Abdul Latif Hasanmiya Varekar executed Conveyance Deed in favour of Chandulal Madhavdas Bhatiya & others for the said property alongwith other properties for the consideration of Rs. 45000/- dated 15/6/1988.
7. It appears from mutation entry no. 1970 dated 16/6/1988 that the, Moh. Ali Sirajuddin Bharmar executed Conveyance Deed in favour of Chandulal Madhavdas Bhatiya & others for the said property alongwith other properties for the consideration of Rs. 45000/- dated 15/6/1988.
8. It appears from the mutation entry no. 2816 dated 22/10/2007 that the, Chandulal Madhavdas Bhatija died on 24/11/2003 leaving behind him following legal heirs  
1) Vimal Chandulal Bhatija (Wife) 2) Pritam Chandulal Bhatija (Son) 3) Dipak Chandulal Bhatija (Son) 4) Girish Chandulal Bhatija (Son) 5) Vina Suresh Chawala (Daughter) 6) Virati Sudhir Hinduja (Daughter).
9. It appears from the mutation entry no. 2855 dated 3/4/2008 that the, Vimal Chandulal Bhatija & others executed Conveyance Deed of the said property alongwith other property in favour of Dipak Vallabhji Dedhia for the consideration of Rs. 12700000/-. The said deed is registered at sr. no. 2828/2008 dated 2/4/2008.
10. It appears from the mutation entry no. 4242 dated 12/5/2014 that the, Dipak Vallabhji Dedhia executed Conveyance Deed of the said property alongwith other property in favour of Sai Pushp Enterprises for the consideration of Rs. 115000000/-. The said deed is registered at sr. no. 4620/2014 dated 6/5/2014.
11. It appears from the mutation entry no. 4250 dated 12/8/2014 that the, Collector Thane passed an order Mahasul/K-1/T-1/Owale/NAP/SR 49/2013 dated 31/5/2013 and granted permission for Non-Agricultural use of the said property alongwith other property.



**C. In respect of Search Report with the Sub Registrar of Assurances.**

Search Report issued Mr. Akshay Kinjale for the period 1987 to 2017 (5/7/2017) placed before me and nothing found incriminating in that.

**D. In respect of various permissions and sanctions**

**1. Non Agricultural Permission :**

By an order bearing No. MAHSUL/K-1/T-1/Mouje Owala/NAP/SR-49/2013 dated 31/5/2013, the Collector of Thane granted Non-Agricultural permission in respect of the said property alongwith other property.

**2. Sanction & Permission by the Thane Municipal Corporation :**

- a. Thane Municipal Corporation granted the permission for Development of the said property vide VP No. S06/155/13 TMC/TDD/0791/13 dated 28/2/2013.
- b. Thane Municipal Corporation granted the permission for Development of the said property alongwith other properties vide VP No. S06/0155/13 TMC/TDD/1742/16 dated 30/3/2016.
- c. As per the Zone Certificate issued by the Thane Municipal Corporation, the some portion of the said property affected for proposed 25 mtrs and 40 mtrs. D. P. Road and remaining portion is vested in residential zone.

**E. In respect of Title Deeds :**

1. Vimla Chandulal Bhatija & others executed Development Agreement regarding the said property alongwith other properties in favour of Ketki Developers as per the terms and conditions mentioned therein. The said deed is registered with Sub Registrar Assurance, Thane 5 vide sr. no. 8524/2007 dated 19/11/2007 and the said document is confirmed by the Heena Deepak Bhatija & others by as a confirming party.
2. Vimla Chandulal Bathija & others executed Deed of Conveyance regarding the said property alongwith other properties in favour of Deepak Vallabhji Dedhia, the said deed executed on 15/12/2007. The said deed is registered with Sub Registrar Assurance, Thane 5 vide sr. no. 2828/2008 on 2/4/2008 and the said Deed of Conveyance is confirmed by the Heena Deepak Bhatija & others and M/s Ketki Developers as a confirming party.
3. Deepak Vallabhji Dedhia executed Agreement for Sale regarding the said property alongwith other properties in favour of Naresh Sudama Khetwani, Pranay Vasantlal Shah and Jayesh Lakhamshi Malde partners of M/s Sai Pushp Enterprises as per the terms and conditions mentioned therein. The said deed is registered with Sub Registrar Assurance, Thane 5 vide sr. no. 6765/2012 on 7/8/2012.



4. Deepak Vallabhji Dedhia executed Deed of Conveyance regarding the said property alongwith other properties in favour of M/s Sai Pushp Enterprises through its partner Naresh Sudama Khetwani, Pranay Vasantlal Shah and Jayesh Lakhamshi Malde. The said deed executed on 30/4/2014. The said deed is registered with Sub Registrar Assurance, Thane 5 vide sr. no. 4620/2014 dated 6/5/2014.
5. M/s Sai Pushp Enterprises executed Agreement for Allotment regarding the said property alongwith other properties in favour of Yashwant Shankar Duduskar and Akshaya Yashwant Duduskar as per the terms and conditions mentioned therein and agreed to allot the Bungalow as mentioned in the agreement as per the plan sanction by Thane Municipal Corporation on the said property alongwith other properties. The said deed registered with Sub Registrar Assurance, Thane 5 vide sr. no 8060/2014 dated 14/8/2014.
6. The said property was mortgaged to GDA TRUSTEESHIP LIMITED for securing Senior Secured Redeemable Non-Convertible Debentures issued by Puranik Builders Pvt Ltd, one of the Partners of the Developer and as per the terms of Debenture Trust Deed dated 14/11/2014 and 4/12/2015. The Company has paid all amount due under as per the terms of issue of said Debenture to the Debenture Holder and have redeemed the said Debentures and Debenture Holder have issued no dues certificate to the Puranik Builders Pvt Ltd, one of the Partners of the Developer 11/8/2016 and have granted no objection to release the security. The **CATALYST TRUSTEESHIP LIMITED (FORMERLY KNOWN AS GDA TRUSTEESHIP LIMITED)** reconveyed for-ever unto the Developer all that piece and parcel of property mentioned in the Debenture Trust Deed dated 14/11/2014 and 4/12/2015, by two separate Deed of Reconveyance dated 20/8/2016 which are duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/7953/2016 and TNN9/7952/2016 respectively.
7. Puranik Builders Pvt Ltd, Annapurna Lifespaces LLP, Sai Pushp Enterprises and Sai Shraddha Developers have jointly obtained project loan for the development of Said Property alongwith other properties from PNB Housing Finance Limited to secure the said Project Loan said Puranik Builders Pvt Ltd, Annapurna Lifespaces LLP, Sai Pushp Enterprises and Sai Shraddha Developers have by Deed of Mortgage dated 30/7/2016 which is duly registered with the Sub-Registrar of Assurance, Thane 9 at Sr.No. 7455/2016 mortgaged the said Property alongwith other properties.

**Litigation :**

There is no legal proceeding regarding to the said property.



**Encumbrances :**

M/s Sai Pushp Enterprises & others has obtained Term Loan from PNB Housing Finance Ltd. As per the terms and conditions of the said loan and mortgage the said property alongwith other properties. The said Mortgage Deed registered with Sub-registrar Assurance Thane 9 at sr. no. TNN-9/7455/2016 on 30/07/2016.

**BRIEF HISTORY OF SECOND PROPERTY:** - Old Survey No. 120, New Survey No. 45  
Hissa No. 4 admeasuring 400 sq.mtr,

**A. In respect of Current 7/12 extracts**

It appears from the 7/12 extract dated 11/5/2017 that, the said property was owned by M/s Sai Pushp Enterprises through its Partners Mr. Naresh S. Khetwani & Jayesh L. Malde.

**B. In respect of 6 D Mutation Entries :**

1. It appears from the mutation entry no. 181 dated 10/10/1929 that, the Somvarya Dadu Kharpatil died on or about in the year 1921 leaving behind him following legal heirs Gopal Somvarya Kharpatil and Hashya Somvarya Kharpatil.
2. It appears from the mutation entry no. 248 dated 12/2/1934 that the, Gopal Somvarya Kharpatil Mortgage the said property alongwith other property to the Dhana Budhaji and executed Mortgage Deed on 10/1/1934.
3. It appears from the mutation entry no. 252 dated 28/7/1934 that the, Gopal Somvarya Kharpatil executed Conveyance Deed in favour Kutubuddin Badruddin Vadekar on 23/6/1934.
4. It appears from the mutation entry no. 403 dated 29/3/1947 that the, as per the Partition Deed between Khatijabai Kutubuddin Mohiddin, Aaijabibi Sirajuddin and Hasanmiya Sharafuddin the said property alongwith other properties comes into the share of Khatijabai Kutubuddin Mohiddin.
5. It appears from the mutation entry no. 404 dated 29/3/1947 that the, Khatijabai Kutubuddin Mohiddin executed Gift Deed in favour of Abdul Latif, Hasanmiya Vadekar, Mahammad Ali Girajuddin Bharmar on 7/2/1947.
6. It appears from the mutation entry no. 464 that as per the order of the State Government of Bombay standard area was implemented for various types of land and the said property being of lesser area than the standard area was declared as tukda land.
7. It appears from the mutation entry no. 519 that, Hasha Somvarya had taken objection to record the name of Mohammed Sirajuddin Bharmal and Abdul Latif



Varekar. The said application is rejected by Taluka Order No. RTS/SR-525 dated 22/1/1953 and the name of Hasha Somvarya do not mutated in the record.

8. It appears from mutation entry no. 1326 dated 2/8/1970 that as per the Standards Weights and measurement Enforcement act the land record was converted into decimal system.
9. It appears from mutation entry no. 1969 dated 16/6/1988 that the, Abdul Latif Hasanmiya Varekar executed Conveyance Deed in favour of Chandulal Madhavdas Bhatiya & others for the said property alongwith other properties for the consideration of Rs. 45000/- dated 15/6/1988.
10. It appears from mutation entry no. 1970 dated 16/6/1988 that the, Moh. Ali Sirajuddin Bharmar executed Conveyance Deed in favour of Chandulal Madhavdas Bhatiya & others for the said property alongwith other properties for the consideration of Rs. 45000/- dated 15/6/1988.
11. It appears from the mutation entry no. 2816 dated 22/10/2007 that the, Chandulal Madhavdas Bhatija died on 24/11/2003 leaving behind him following legal heirs 1) Vimal Chandulal Bhatija (Wife) 2) Pritam Chandulal Bhatija (Son) 3) Dipak Chandulal Bhatija (Son) 4) Girish Chandulal Bhatija (Son) 5) Vina Suresh Chawala (Daughter) 6) Virati Sudhir Hinduja (Daughter).
12. It appears from the mutation entry no. 2855 dated 3/4/2008 that the, Vimal Chandulal Bhatija & others executed Conveyance Deed of the said property alongwith other property in favour of Dipak Vallabhji Dedhia for the consideration of Rs. 12700000/- . The said deed is registered at sr. no. 2828/2008 dated 2/4/2008.
13. It appears from the mutation entry no. 4242 dated 12/5/2014 that the, Dipak Vallabhji Dedhia executed Conveyance Deed of the said property alongwith other property in favour of Sai Pushp Enterprises for the consideration of Rs. 115000000/- . The said deed is registered at sr. no. 4620/2014 dated 6/5/2014.
14. It appears from the mutation entry no. 4250 dated 12/8/2014 that the, Collector Thane passed an order Mahasul/K-1/T-1/Owale/NAP/SR 49/2013 dated 31/5/2013 and granted permission for Non-Agricultural use of the said property alongwith other property.

**C. In respect of Search Report with the Sub Registrar of Assurances.**

Search Report issued Mr. Akshay Kinjale for the period 1987 to 2017 (5/7/2017) placed before me and nothing found incriminating in that.



**D. In respect of various permissions and sanctions**

**1. Non Agricultural Permission :**

By an order bearing No. MAHSUL/K-1/T-1/Mouje Owala/NAP/SR-49/2013 dated 31/5/2013, the Collector of Thane granted Non-Agricultural permission in respect of the said property alongwith other property.

**2. Sanction & Permission by the Thane Municipal Corporation :**

- a. Thane Municipal Corporation granted the permission for Development of the said property alongwith other properties vide VP No. S06/155/13 TMC/TDD/0791/13 dated 28/2/2013.
- b. Thane Municipal Corporation granted the permission for Development of the said property alongwith other properties vide VP No. S06/0155/13 TMC/TDD/1742/16 dated 30/3/2016.
- c. As per Zone Certificate issued by the Thane Municipal Corporation, the said property is vested in residential zone.

**E. In respect of Title Deeds :**

1. Vimla Chandulal Bhatija & others executed Development Agreement regarding the said property alongwith other properties in favour of Ketki Developers as per the terms and conditions mentioned therein. The said deed is registered with Sub Registrar Assurance, Thane 5 vide sr. no. 8524/2007 dated 19/11/2007 and the said document is confirmed by the Heena Deepak Bhatija & others by as a confirming party.
2. Vimla Chandulal Bathija & others executed Deed of Conveyance regarding the said property alongwith other properties in favour of Deepak Vallabhji Dedhia, the said deed executed on 15/12/2007. The said deed is registered with Sub Registrar Assurance, Thane 5 vide sr. no. 2828/2008 on 2/4/2008 and the said Deed of Conveyance is confirmed by the Heena Deepak Bhatija & others and M/s Ketki Developers as a confirming party.
3. Deepak Vallabhji Dedhia executed Agreement for Sale regarding the said property alongwith other properties in favour of Naresh Sudama Khetwani, Pranay Vasantlal Shah and Jayesh Lakhamshi Malde partners of M/s Sai Pushp Enterprises as per the terms and conditions mentioned therein. The said deed is registered with Sub Registrar Assurance, Thane 5 vide sr. no. 6765/2012 on 7/8/2012.
4. Deepak Vallabhji Dedhia executed Deed of Conveyance regarding the said property alongwith other properties in favour of M/s Sai Pushp Enterprises through its partner Naresh Sudama Khetwani, Pranay Vasantlal Shah and



Jayesh Lakhamshi Malde. The said deed executed on 30/4/2014. The said deed is registered with Sub Registrar Assurance, Thane 5 vide sr. no. 4620/2014 dated 6/5/2014.

5. M/s Sai Pushp Enterprises executed Agreement for Allotment regarding the said property alongwith other properties in favour of Yashwant Shankar Duduskar and Akshaya Yashwant Duduskar as per the terms and conditions mentioned therein and agreed to allot the Bungalow as mentioned in the agreement as per the plan sanction by Thane Municipal Corporation on the said property alongwith other properties. The said deed registered with Sub Registrar Assurance, Thane 5 vide sr. no 8060/2014 dated 14/8/2014.
6. The said property was mortgaged to GDA TRUSTEESHIP LIMITED for securing Senior Secured Redeemable Non-Convertible Debentures issued by Puranik Builders Pvt Ltd, one of the Partners of the Developer and as per the terms of Debenture Trust Deed dated 14/11/2014 and 4/12/2015. The Company has paid all amount due under as per the terms of issue of said Debenture to the Debenture Holder and have redeemed the said Debentures and Debenture Holder have issued no dues certificate to the Puranik Builders Pvt Ltd, one of the Partners of the Developer 11/8/2016 and have granted no objection to release the security. The **CATALYST TRUSTEESHIP LIMITED (FORMERLY KNOWN AS GDA TRUSTEESHIP LIMITED)** reconveyed for-ever unto the Developer all that piece and parcel of property mentioned in the Debenture Trust Deed dated 14/11/2014 and 4/12/2015, by two separate Deed of Reconveyance dated 20/8/2016 which are duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/7953/2016 and TNN9/7952/2016 respectively.
7. Puranik Builders Pvt Ltd, Annapurna Lifespaces LLP, Sai Pushp Enterprises and Sai Shraddha Developers have jointly obtained project loan for the development of Said Property alongwith other properties from PNB Housing Finance Limited to secure the said Project Loan said Puranik Builders Pvt Ltd, Annapurna Lifespaces LLP, Sai Pushp Enterprises and Sai Shraddha Developers have by Deed of Mortgage dated 30/7/2016 which is duly registered with the Sub-Registrar of Assurance, Thane 9 at Sr. No. 7455/2016 mortgaged the said Property alongwith other properties.

**Litigation :**

There is no legal proceeding regarding to the said property.

**Encumbrances :**

M/s Sai Pushp Enterprises & others has obtained Loan from PNB Housing Finance Ltd. As per the terms and conditions of the said loan and mortgage the said property



alongwith other properties. The said Mortgage Deed registered with Sub-registrar Assurance Thane 9 at sr. no. TNN-9/7455/2016 on 30/07/2016.

**BRIEF HISTORY OF THIRD PROPERTY:** - Old Survey No. 120, New Survey No. 45  
Hissa No. 5 admeasuring 2000 sq.mtr.

**A. In respect of Current 7/12 extracts**

It appears from the 7/12 extract dated 11/5/2017 that, the said property was owned by M/s Unnati Associates through Partner Rajan N. Bandelkar & others.

**B. In respect of 6 D Mutation Entries :**

1. It appears from the mutation entry no. 464 that as per the order of the State Government of Bombay standard area was implemented for various types of land and the said property being of lesser area than the standard area was declared as tukda land.
2. It appears from the mutation entry no. 585 dated 24/4/1956 that, as per the Taluka Order No. WTN 1877 dated 14/4/1956 the said property alongwith other properties are shown as government land as per the provision of abolition of Vatan Land Act, 1952.
3. It appears from the mutation entry no. 606 dated 21/12/1956 that, as per the Taluka Order No. WTN 1878 dated 29/11/1956 the said property alongwith other properties declare as private properties of Dwarkadas Ratanshi.
4. It appears from the mutation entry no. 817 dated 20/7/1958 that, as per the trust deed dated 21/01/1958 registered at sr. no 141/1964 Mr. Dwarkadas Ratanshi has created Public Charitable Trust in respect of said property alongwith some other properties accordingly the mutation entry was entered and certified. It is pertinent to note that the said trust was created after the enforcement of Bombay Tenancy and Agricultural Lands Act. Therefore the said Trust was not entitled for the exemption from the operation of the said Act.
5. It appears from the mutation entry no. 1286 dated 20/10/1967 that names of the trustees were changed as per the resolution passed by the Board of Trustees and mutation entry was passed accordingly.
6. It appears from the mutation entry no. 1431 dated 6/3/1974 that old list of trustees of Late Ratanashi Premaji Charitable Trust are as follows: 1) Govardhandas Govindji 2) Manik Vinayak Pathare 3) Yeshumati Dwarkadas 4) Vasanji Govardhandas. As per the order of charity commissioner order no. 129/1974 dated 28/2/1974 another list of trustees were entered as follows: 1)



Rasiklal Karsandas Makheja 2) Arvind Govardhandas Thakkar 3) Chandrakant Manik Owalekar 5) Kantaben Rasiklal Makheja.

7. It appears from the mutation entry no. 1873 dated 4/10/1986 that as per the revenue record of the said village trustees of Ratanashi Premaji Charitable trust are as follows: 1) Rasiklal Karsandas Makhecha (Managing trustee) 2) Chandrakant Manik Owalekar (trustees) 3) Kantaben Rasiklal Makhecha (Trustee) 4) Arvindkumar Govardhandas (Trustee). Among them trustee no. 4 Arvindkumar Govardhandas has voluntarily gave resignation from the trusteeship. His resignation was accepted by managing trustees and other two trustees and accordingly the said mutation entry was passed accordingly.
8. It appears from the mutation entry no. 2423 dated 21/8/1998 that, resolution passed by Trustees of Late Ratanshi Premaji Dharamaday Trust the names of Sandeep Rasiklal Makhecha were recorded as trustees of Late Ratanshi Premaji Dharamaday Trust.
9. It appears from the mutation entry no. 2806 dated 28/8/2007 that, As per the order no. Tenancy Act/Section/70B/Owale/17/2007 dated 27/8/2007 the names of Rohini Baban Patil, Rahul Baban Patil, Atul Baban Patil and Supriya Nandraj Patil were recorded as tenant of the said property alongwith other properties under section 70B of Bombay Tenancy and Agricultural Lands Act, 1948.
10. It appears from the mutation entry no. 2807 dated 14/9/2007 that, as per the order of Tahasildar and Agricultural Land Tribunal in the matter no. Tenancy Act/Section 32G/Owale/62/07 dated 12/9/2007, the purchase price is determined the name of purchaser Rohini Baban Patil & others recorded in the owners column and charge of the purchase price kept on the other rights column.
11. It appears from the mutation entry no. 2810 dated 27/9/2007 that, the purchase price paid by the Rohini Baban Patil & others and 32M Certificate No. 35/2007 dated 26/9/2007 is issued therefore charge of the Ratanshi Premaji Dharmaday Trust is removed from the other rights column of the said property alongwith other properties.
12. It appears from the mutation entry no. 2820 dated 27/11/2007 that, the Sub Divisional Officer, Thane has passed an order no. TD/T-6/KV/VP/SR 281/2007 dated 26/11/2007 and thereby relax the permission u/s 43 for the Sale of the said property alongwith other properties.
13. It appears from the mutation entry no. 2830 dated 4/12/2007 that, the Rohini Baban Patil & others executed Development Agreement regarding the said property alongwith other properties in favour of M/s Yash Enterprises through Partner Suresh D. Jain for the consideration of Rs. 28100000/- The said agreement registered with Sub Registrar Assurance Thane vide sr. no. TNN-



5/7034/2007 dated 21/9/2007. Therefore charge of Development Agreement kept on other rights column.

14. It appears from the mutation entry no. 2982 dated 29/4/2010 that, Rahul Baban Patil & others executed Conveyance Deed regarding said property alongwith other properties in favour of M/s Unnathi Associates through Partner Rajan N. Bandelkar & others vide sr. no. 3572/2010 dated 19/3/2010.

**C. In respect of Search Report with the Sub Registrar of Assurances.**

Search Report issued Mr. Akshay Kinjale for the period 1987 to 2017 (5/7/2017) placed before me and nothing found incriminating in that.

**D. In respect of various permissions and sanctions**

**1. In respect of section 43 of Bombay Tenancy Act :**

Sub Divisional Officer, Thane has passed an order no. TD/T-6/KV/VP/SR 281/2007 dated 26/11/2007 and thereby relax the permission u/s 43 for the Sale of the said property alongwith other properties.

**2. Sanction & Permission by the Thane Municipal Corporation :**

- a. Thane Municipal Corporation granted the permission for Development of the said property alongwith other properties vide VP No. S06/0155/13 TMC/TDD/1742/16 dated 30/3/2016.
- b. As Zone Certificate issued by the Thane Municipal Corporation, the some portion of the said property is affected for proposed 40 mtrs. D. P. Road and remaining portion is vested in residential zone.

**E. In respect of Title Deeds :**

1. Rohini Baban Patil & others executed Development Agreement regarding the said property alongwith other properties in favour of M/s Yash Enterprises through its Partner Suresh D. Jain for the consideration of Rs. 28100000/-. The said agreement registered with Sub Registrar Assurance Thane vide sr. no. TNN-5/7034/2007 dated 21/9/2007.
2. Rahul Baban Patil & others executed Conveyance Deed regarding said property alongwith other properties in favour of M/s Unnathi Associates through its Partner Rajan N. Bandelkar & others vide sr. no. 3572/2010 dated 19/3/2010 and said deed is confirm by the M/s Yash Enterprises as a confirming party to the said deed.
3. M/s Unnathi Associates through its Partner Rajan N. Bandelkar & others executed Agreement regarding the said property in favour of M/s Sai Pushp Enterprises and granted development rights for the terms and conditions



mentioned therein. The said deed is registered with Sub Registrar Assurance, Thane 5 vide 6775/2014 dated 14/8/2014.

4. The said property was mortgaged to GDA TRUSTEESHIP LIMITED for securing Senior Secured Redeemable Non-Convertible Debentures issued by Puranik Builders Pvt Ltd, one of the Partners of the Developer and as per the terms of Debenture Trust Deed dated 14/11/2014 and 4/12/2015. The Company has paid all amount due under as per the terms of issue of said Debenture to the Debenture Holder and have redeemed the said Debentures and Debenture Holder have issued no dues certificate to the Puranik Builders Pvt Ltd, one of the Partners of the Developer 11/8/2016 and have granted no objection to release the security. The **CATALYST TRUSTEESHIP LIMITED (FORMERLY KNOWN AS GDA TRUSTEESHIP LIMITED)** reconveyed for-ever unto the Developer all that piece and parcel of property mentioned in the Debenture Trust Deed dated 14/11/2014 and 4/12/2015, by two separate Deed of Reconveyance dated 20/8/2016 which are duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/7953/2016 and TNN9/7952/2016 respectively.
5. Ramesh Chandrakant Bhoir & others executed Declaration cum Indemnity Bond and contended that they were wrongly claiming possession over the said property alongwith other properties. Therefore by this Declaration cum Indemnity Bond they have declared that they are not having any interest, possession, title over the said property and they have not created any third party interest in the said property alongwith other properties. The said Declaration cum Indemnity Bond registered with the Sub Registrar Assurance Thane 2 vide sr. no. 5928/2016 dated 4/5/2016.

**Litigation :**

There is no legal proceeding regarding to the said property.

**Encumbrances :**

There is no any Encumbrances on the said property.

**BRIEF HISTORY OF FOURTH PROPERTY :-** Old Survey No. 120, New Survey No. 45  
Hissa No. 9 admeasuring 1500 sq.mtr

**A. In respect of Current 7/12 extracts**

It appears from the 7/12 extract dated 27/7/2017 that, the said property was owned by M/s Sai Pushp Enterprises through its Partners Jagdish K. Khetwani and Shailesh Gopal Puranik and it is mentioned in other rights column that the said property should be use for Non-Agricultural purpose within 5 years from the date of Conveyance.



**B. In respect of 6 D Mutation Entries :**

1. It appears from the mutation entry no. 464 that as per the order of the State Government of Bombay standard area was implemented for various types of land and the said property being of lesser area than the standard area was declared as tukda land.
2. It appears from the mutation entry no. 504 dated 18/10/1954 that, Rustomjee Aadarji Thanawala died on or about in the year 1930 leaving behind legal heirs Nadirsha Rustomjee Thanawala.
3. It appears from mutation entry no. 1326 dated 2/8/1970 that as per the Standards Weights and measurement Enforcement act the land record was converted into decimal system.
4. It appears from mutation entry no. 4327 dated 23/11/2015 that, Mangala Ananta Patil & others filed Case no. 70B/Owale/33/2014 against Nadirsha Rustomjee in the said matter Tahsildar and Agricultural Land Tribunal passed & order dated 5/8/2015 that the predecessor of Mangala Ananta Patil & others were the tenant of the said land prior to 1/4/1957 therefore Mangala Ananta Patil & others are declare as a tenant to the said property. Therefore the name of Mangala Ananta Patil & others recorded as a Tenant in the said property.
5. It appears from mutation entry no. 4344 dated 17/3/2016 that, as per the order of Tahsildar and Agricultural Land Tribunal order in 32G/Owale/12/2016 dated 3/3/2016 the purchase price of the said property is determined and the name of tenant Mangala Ananta Patil & others is recorded in the owners column and charge of purchase price of Nadirsha Rustomjee kept on the other rights column.
6. It appears from mutation entry no. 4345 dated 17/3/2016 that, as per the 32M Certificate No. 42/2016 dated 10/3/2016 issued by Agricultural Land Tribunal and Tahasildar, Thane Mangala Ananta Patil & others paid the purchase price Rs. 186/- (300/-) the charge of Nadirsha Rustomjee is removed from the other rights column of the said property and said 32M Certificate No. 42/2016 dated 10/3/2016 is registered at Sub-registrar assurance vide Registration no. 3427 dated 14/3/2016.
7. It appears from mutation entry no. 4353 dated 1/6/2016 that, the Mangala Ananta Patil & others executed Conveyance Deed in favour of M/s Sai Pushp Enterprises in the vide no. 4923/2016 dated 7/5/2016.

**C. In respect of Search Report with the Sub Registrar of Assurances.**

Search Report issued Mr. Akshay Kinjale for the period 1987 to 2017 (5/7/2017) placed before me and nothing found incriminating in that.



**D. In respect of various permissions and sanctions**

**1. In respect of section 43 of Bombay Tenancy Act:**

Condition under Section 43 of Bombay Tenancy Act for the said property is relaxed as per the order of SDO Thane vide no. TD/T-6/KV/Thane/VP/SR/11/2016 dated 3/5/2016.

**2. Sanction & Permission by the Thane Municipal Corporation :**

- a. Thane Municipal Corporation granted the permission for Development of the said property alongwith other properties vide VP No. S06/0155/13 TMC/TDD/1742/16 dated 30/3/2016.
- b. As Zone Certificate issued by the Thane Municipal Corporation, the some portion of the said property is affected for proposed 40 mtrs. D. P. Road and remaining portion is vested in residential zone.

**E. In respect of Title Deeds :**

1. Nadirsha Roostamjee Thanawala executed Deed of Conveyance in favour of Pankaj Mangesh Dhumal. The said deed registered with Sub Registrar Assurance Thane 2 at sr. no. 6168/2014 on 25/7/2014.
2. Pankaj Mangesh Dhumal executed Deed of Conveyance in favour of M/s Sai Pushp Enterprises through Partner Dhairya Mahendra Shah. The said deed registered with Sub Registrar Assurance Thane 2 at sr. no. 8757/2014 on 31/10/2014.
3. Mangala Ananta Patil & others executed Sathekarar in favour of M/s Sai Pushp Enterprises through Partner Jagdish Kanaiyalal Khetwani & Shailesh Gopal Puranik, The said deed registered with Sub Registrar Assurance Thane 12 at sr. no. 190/2016 on 5/2/2016.
4. 32M Certificate issued in favour of Mangala Ananta Patil & others is registered with the Sub Registrar Assurance Thane 5 at sr. no. 3427/2016 on 14/3/2016.
5. Mangala Ananta Patil & others executed Sale Deed in favour of M/s Sai Pushp Enterprises through Partner Jagdish Kanaiyalal Khetwani & Shailesh Gopal Puranik, The said deed registered with Sub Registrar Assurance Thane 9 at sr. no. 4923/2016 on 7/5/2016.
6. Puranik Builders Pvt Ltd, Annapurna Lifespaces LLP, Sai Pushp Enterprises and Sai Shraddha Developers have jointly obtained project loan for the development of Said Property alongwith other properties from PNB Housing Finance Limited to secure the said Project Loan said Puranik Builders Pvt Ltd, Annapurna Lifespaces LLP, Sai Pushp Enterprises and Sai Shraddha Developers have by Deed of Mortgage dated 30/7/2016 which is duly registered with the Sub-



Registrar of Assurance, Thane 9 at Sr. No. 7455/2016 mortgaged the said Property alongwith other properties.

**Litigation :**

There is no legal proceeding regarding to the said property.

**Encumbrances :**

M/s Sai Pushp Enterprises & others has obtained Term Loan from PNB Housing Finance Ltd. As per the terms and conditions of the said loan and mortgage the said property alongwith other properties. The said Mortgage Deed registered with Sub-registrar Assurance Thane 9 at sr. no. TNN-9/7455/2016 on 30/07/2016.

**BRIEF HISTORY OF FIFTH PROPERTY :-** Old Survey No. 120, New Survey No. 45  
Hissa No. 10 admeasuring 1550 sq.mtr

**A. In respect of Current 7/12 extracts**

It appears from the 7/12 extract dated 11/5/2017 that, the said property was owned by M/s Sai Pushp Enterprises through its Partners Naresh Sudam Khetwani and Jayesh Lakhamshi Malde. It is mentioned in the other rights column that the said property is

**B. In respect of 6 D Mutation Entries :**

1. The mutation entry no. 120 is not concern with the said property.
2. It appears from the mutation entry no.150 dated 26/8/1929 that, Hira Dadu Raut mortgage the said property with other properties for Rs. 200/- to Pandharinath Sitaram Hajare.
3. It appears from the mutation entry no. 464 dated 7/7/1951 that as per the order of the State Government of Bombay standard area was implemented for various types of land and the said property being of lesser area than the standard area was declared as tukda land.
4. It appears from the mutation entry no. 472 dated 20/10/1951 that, the Hira Dadu Bhoir convey the said property alongwith other properties in favour of Kashinath Nathu Bhoir.
5. It appears from mutation entry no 1326 dated 2/8/1970 that as per the Standards Weights and measurement Enforcement act the land record was converted into decimal system.
6. It appears from the mutation entry no. 1677 dated 16/10/1977 that the Kashinath Nathu Bhoir died on or about in the year 1974 leaving behind him following legal



heirs 1) Ramesh Kashinath Bhoir (Son) 2) Vinayak Kashinath Bhoir (Son) 3) Champabai Kashinath Bhoir (Wife).

7. It appears from the mutation entry no. 2311 dated 9/8/1995 that the, Kashinath Nathu Bhoir died in the year 1974 the name of legal heirs were recorded as per the mutation entry no. 1677 in the year 1977 as follows legal heirs 1) Ramesh Kashinath Bhoir (Son) 2) Vinayak Kashinath Bhoir (Son) 3) Champabai Kashinath Bhoir (Daughter) but Kashinath Nathu Bhoir had legal heirs are as follows 1) Bhalchandra Kashinath Bhoir (Son) (died) 2) Ramesh Kashinath Bhoir (Son) 3) Vinayak Kashinath Bhoir (Son) 4) Champabai Kashinath Bhoir (Daughter). But the name of Bhalchandra Kashinath Bhoir was inadvertently not recorded. But Bhalchandra Kashinath Bhoir is also died legal behind following legal heirs 1) Maruti Bhalchandra Bhoir (Son) 2) Ganesh Bhalchandra Bhoir (Son) 3) Yasubai Bhalchandra Bhoir (Wife).
8. It appears from the mutation entry no. 2728 dated 25/7/2006 that the, Champabai Kashinath Bhoir died on or about in the year 1986 leaving behind her following legal heirs 1) Ramesh Kashinath Bhoir (Son) 2) Vinayak Kashinath Bhoir (Son) 3) Bhalchandra Kashinath Bhoir (Son). Bhalchandra Kashinath Bhoir died on or about in the year 1981 leaving behind him following leaving heirs 1) Yasubai Bhalchandra Bhoir (Wife) 2) Ganesh Bhalchandra Bhoir (Son) 3) Maruti Bhalchandra Bhoir (Son).
9. It appears from the mutation entry no. 2772 dated 23/1/2007 that the, Ramesh Kashinath Bhoir & others executed Development Agreement in favour of Mukesh Popatlal Dedhia as a Partner of M/s Purvi Enterprises vide regd. no. 8507/2006 dated 19/12/2006 and the charge of the development agreement recorded in the other rights column of the 7/12 extract.
10. It appears from the mutation entry no. 2794 dated 25/6/2007 that, The said property is mortgage to Pandharinath Sitaram Hajare for Rs. 200/- on 8/5/1929 for the period of 5 years and charge is kept on the said property. The owner had paid the mortgage amount and the charge is time barred therefore charge of mortgage for the other rights column is removed.
11. It appears from the mutation entry no. 2990 dated 21/5/2010 that the, Ramesh Kashinath Bhoir & others executed Conveyance Deed in favour of Mukesh Popatlal Dedhia for the consideration of Rs. 38,15,000/- vide regd. no. 12532/2009 dated 22/12/2009.
12. It appears from the mutation entry no. 4183 dated 2/3/2013 that the, Mukesh P. Dedhia executed Conveyance Deed in favour of M/s Sai Pushp Enterprises through its Partners of 1) Naresh Sudama Khetwani 2) Pranay Vasantlal Shah 3) Jayesh Lakhamshi Malade through POA Holder Abhijeet Jadhav for consideration of Rs. 50,00,000/- vide regd. no. 5709/2012 dated 2/7/2012.



13. It appears from the mutation entry no. 4347 dated 4/4/2016 that, the name of Naresh Sudam Khetwani, Pranay Vasantlal Shah, Jayesh Lakhamshi Malde as a partner of M/s Sai Pushp Enterprises recorded on the said property. The Partner Pranay Vasantlal Shah retire from the said partnership and he has executed deed which is duly registered at sr. no. 3484/2016 dated 14/3/2016. Therefore name of Pranay Vasantlal Shah is removed from the record.

**C. In respect of Search Report with the Sub Registrar of Assurances.**

Search Report issued Mr. Akshay Kinjale for the period 1987 to 2017 (5/7/2017) placed before me and nothing found incriminating in that.

**D. In respect of various permissions and sanctions :**

**1. In respect of section 63 of Bombay Tenancy Act :**

The Sub-Divisional officer Thane by its order TD/T-6/KV/Sec.63/120/12 dated 31<sup>st</sup> December, 2012 granted permission u/s. 63 of Bombay Tenancy and Agricultural Lands Act for sale of the said property.

**2. Sanction & Permission by the Thane Municipal Corporation :**

- a. Thane Municipal Corporation granted the permission for Development of the said property alongwith other properties vide VP No. S06/0155/13 TMC/TDD/1742/16 dated 30/3/2016.
- b. As Zone Certificate issued by the Thane Municipal Corporation, the some portion of the said property is affected for proposed 40 mtrs. D. P. Road and remaining portion is vested in residential zone.

**E. In respect of Title Deeds :**

1. Ramesh Kashinath Bhoir & others executed Development Agreement in favour of M/s Poorvi Enterprises and assign the development rights as per the terms and conditions mentioned therein. The said deed registered with Sub Registrar Assurance Thane 5 at sr. no. 8507/2006 on 19/12/2006.
2. Ramesh Kashinath Bhoir & others executed Sale Deed in favour of Mukesh Popatlal Dedhia. The said deed registered with Sub Registrar Assurance Thane 2 at sr. no. 12532/2009 on 22/12/2009.
3. Mukesh P. Dedhia executed Deed of Conveyance in favour of M/s Sai Pushp Enterprises through Partner Naresh Sudama Khetwani & others. The said deed executed on 30/3/2012 and The said deed registered with Sub Registrar Assurance Thane 5 at No. 5709/2012 on 2/7/2012.
4. M/s Unnathi Associates through its Partner Rajan N. Bandelkar & others executed Agreement regarding the said property in favour of M/s Sai Pushp Enterprises and granted development rights for the terms and conditions



mentioned therein. The said deed is registered with Sub Registrar Assurance, Thane 5 vide 6775/2014 dated 14/8/2014.

5. The said property was mortgaged to GDA TRUSTEESHIP LIMITED for securing Senior Secured Redeemable Non-Convertible Debentures issued by Puranik Builders Pvt Ltd, one of the Partners of the Developer and as per the terms of Debenture Trust Deed dated 14/11/2014 and 4/12/2015. The Company has paid all amount due under as per the terms of issue of said Debenture to the Debenture Holder and have redeemed the said Debentures and Debenture Holder have issued no dues certificate to the Puranik Builders Pvt Ltd, one of the Partners of the Developer 11/8/2016 and have granted no objection to release the security. The **CATALYST TRUSTEESHIP LIMITED (FORMERLY KNOWN AS GDA TRUSTEESHIP LIMITED)** reconveyed for-ever unto the Developer all that piece and parcel of property mentioned in the Debenture Trust Deed dated 14/11/2014 and 4/12/2015, by two separate Deed of Reconveyance dated 20/8/2016 which are duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/7953/2016 and TNN9/7952/2016 respectively.
6. Puranik Builders Pvt Ltd, Annapurna Lifespaces LLP, Sai Pushp Enterprises and Sai Shraddha Developers have jointly obtained project loan for the development of Said Property alongwith other properties from PNB Housing Finance Limited to secure the said Project Loan said Puranik Builders Pvt Ltd, Annapurna Lifespaces LLP, Sai Pushp Enterprises and Sai Shraddha Developers have by Deed of Mortgage dated 30/7/2016 which is duly registered with the Sub-Registrar of Assurance, Thane 9 at Sr. No. 7455/2016 mortgaged the said Property alongwith other properties.

**Litigation :**

There is no legal proceeding regarding to the said property.

**Encumbrances :**

M/s Sai Pushp Enterprises and others has obtained Term Loan from PNB Housing Finance Ltd. As per the terms and conditions of the said loan and mortgage the said property alongwith other properties. The said Mortgage Deed registered with Sub-registrar Assurance Thane 9 at sr. no. TNN-9/7455/2016 on 30/07/2016.

**Before issue this title certificate I have presumed following things:-**

- a. I have presumed that the documents as shown to me are final and have not been amended or modified in any manner.



- b. I presume that in relation to the documents provided to me such documents are within the capacity and powers of and have been or shall be duly authorized, executed and delivered by and are binding on the parties thereto.
- c. This opinion does not extend to any oral amendments of any term of the aforementioned documents, which may be amended orally by the parties and substantiated by their conduct despite provisions in the aforementioned documents to the contrary.
- d. I have not taken personal search in the court for litigation regarding the said property. Therefore the opinion regarding the litigation is on the basis of information given by developer.
- e. All information including documents that has been supplied to me has been accepted as being correct unless otherwise stated.
- f. It may be pertinent to note that searches at the office of the Sub-Registrar of Assurances are subject to availability of records and also to records being torn and mutilated. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated.
- g. I have not invited objection for issue of Title Certificate in the news paper.
- h. I have taken at most care and made due diligence before issuance of this title certificate.

### CONCLUSION

It appears from the perusal of revenue record of the said properties, relevant title deeds, Development Agreements and/or Agreement for Sale and permissions mentioned hereinabove that the title of Land owners and Developers in respect of said property subject to charge of PNB Housing Finance Ltd are Clear, Marketable and Free from all encumbrances and that the developers do have absolute rights to develop the said property and to enter into Agreement for Sale of the constructed premises in the said property.

Dated this 28<sup>th</sup> day of July, 2017



Sachin J. Katkar  
Advocate