

Office & Correspondence:
Shree Ameya Apartments,
1187/37, Shivajinagar, Kanitkar Path,
Off. Ghole Road, Pune - 411 005.
Tel.: (020) 2553 4463 / 25536776 / 25539716
E-mail: kk@kblaw.net

Court:
Chamber No. 24,
New Lawyer's Chambers,
District Court Compound,
Shivajinagar, Pune - 411 005

TITLE REPORT

August 29, 2017

1. PROPERTY

Property
All those pieces of following land all situate at village Baner, Taluka Havell, District Pune, within the limits of Registration District of Pune, Sub-Registration Taluka Haveli, Pune, and the Municipal Corporation of City of Pune bearing

(1) Survey No.33/ 2/ 2/ 6, admeasuring "Hectare 0.03 Are", assessed at "Rs. 0.06 ps., and bounded by, on East- Survey No. 33/1 South-Portion of S.No.33/2 West- Portion of S.No.33/2 North-Road out of S.No.33/2	(2) Survey No.33/ 2/ 2/ 7, admeasuring "Hectare 0.05 Are", assessed at "Rs. 0.10 ps., and bounded by, on East- Survey No. 33/1 South-Portion of S.No.33/2/2/9 West- Portion of S.No.33/2 North- Road of S.No.33/2/2/10
(3) The Northern of portion admeasuring "Hectare 0.00.50 Are i.e. 50 sq.mt. out of the Survey No.33/ 2/ 2/ 8, admeasuring "Hectare 0.05.5 Are", assessed at "Rs. 0.11 ps., and bounded by, on East- Survey No. 33/1 South-Portion of S.No.33/2 West- Road out of S.No.33/2 North- Portion of S.No.33/2	(4) Survey No.33/ 2/ 2/ 9, admeasuring "Hectare 0.06.1 Are", assessed at "Rs. 0.12 ps., and bounded by, on East- Survey No. 33/1 South- Portion of S.No.33/2 West- Road out of S.No.33/2 North- Portion of S.No.33/2
(5) Survey No.33/ 2/ 2/ 10, admeasuring "Hectare 0.06.1 Are", assessed at "Rs. 0.12 ps., and bounded by, on East- Survey No. 33/1 South-Portion of S.No.33/2 West- Road out of S.No.33/2 North- Portion of S.No.33/2	(6) Survey No.33/ 2/ 2/ 11, admeasuring "Hectare 0.06.2 Are", assessed at "Rs. 0.12 ps., and bounded by, on East- Survey No 33/1 South- Plot No.2 West- Road out of S.No.33/2 North- Portion of S.No.33/2
(7) Survey No.33/ 2/ 2/ 12, admeasuring "Hectare 0.06.2 Are", assessed at "Rs. 0.12 ps., and which is bounded by, on East- Survey No. 33/1 South-Portion of S.No.33/2 West- Road out of S.No.33/2 North- Portion of S.No.33/2	(8) Survey No. 33/2/2/13, admeasuring "Hectare 0.06.2 Are", assessed at "Rs. 0.12 ps., and bounded by, on East- Survey No. 33/1 South-Portion of S.No.33/2 West- Road out of S.No.33/2 North- Portion of S.No.33/2
(9) Survey No. 33/2/2/14, admeasuring "Hectare 0.04.2 Are", assessed at "Rs. 0.08 ps., and bounded by, on East- Survey No. 33/2/2/6	<i>checked by</i>

South-Portion of S.No.33/2
 West- Road out of S.No.33/2
 North- Portion of S.No.33/2

hereinafter *collectively* referred to as the said "**Land**", and for individual reference, by their respective **Survey Number**

2. **INSTRUCTIONS:**

Under instructions from (i) **MANDARIN CONSTRUCTIONS LLP** [LLPIN: AAF-2392] [PAN: ABBFM8628E] a registered partnership firm, having its office at 1, Bhosale House, 13/2, Karve Road, Pune – 411 004, represented by its duly designated partners Abhay Bhosale and M/s. **SHEWANI PROPERTIES** a partnership firm through its partner Satish Chuharmal Shewani of 375, Narayan Peth, Pune: 411 030 (hereinafter *collectively* referred to as the said "**PROMOTER**", unless otherwise mentioned for context), I have investigated the title to the said Land.

3. **SEARCH and PUBLIC NOTICE:**

- (a) Advocate Nayan Gorle took on line search in respect of the said Land, for the period from 1988 till 2017. By search report dated 24.08.2017 he informed he did not find any transaction other than mentioned hereinafter, in respect of the said Land.
- (b) In the online search browsed on the official website of the Inspector General of Registration and Collector of Stamps, Maharashtra, <https://esearchigr.maharashtra.gov.in/testingsearch/wfsearch.aspx>, no document relating to the said Land, other than the documents mentioned below were found to have been registered.
- (c) I published a Public Notice in local newspaper Daily "Prabhat" dated 06.07.2016, in respect of the then proposed transaction of sale of the said Land, for calling objection, if any. However, I did not receive any objection from any quarter.

anand

4. **TITLE INCIDENTS:**

I perused the photocopies of the documents entrusted to me by the said Promoter, as enumerated below, the incidents emerging therefrom, are given in the table below

Document/ Mutation Entry	Particulars
Sale Deed 04.12.1982, registered with the Sub.Registrar, Haveli No.2 at Serial No.197/1983	By sale deed mentioned across hereto, the owner, Chinchwad Devastan Trust, a Public Charitable Trust through its trustees Vighnahari Bhalchandra Dev, Chintaman Heramb Dev, Yashwant Laxman Jog, Laxmant Anant Gawade and Sadashiv Vishnu Kulkarni, sold all that land bearing Survey No.33, admeasuring "Hectare 11.69 Are" to Raghunath Mahadu (<i>or Mahadeo, not very legible</i>) Kalamkar. Accordingly, the name of said purchaser was entered in the record of rights thereof. However, mutation entry number and date are illegible.
M.E.No.2392 dated 25.06.1984	By the order No.Tahao/ Vatap/ 32/ 84 dated 02.06.1984 of the Tahasildar, the partition of Survey No.33 was effected between the Raghunath Mahadeo Kalamkar and Ganpat Bahiru Kalamkar. Land bearing S.No.33 was divided into two parts i.e. S.No.33/1 and S.No.33/2 and accordingly, (1) S.No.33/1, admeasuring "Hectare 03.85 Are" allotted to the share of Ganpat Bahiru Kalamkar and (2) S.No.33/2, admeasuring "Hectare 07.84 Are" allotted to the share of Raghunath Mahadeo Kalamkar
M.E.No.2746 dated 23.08.1985	By the order No.Tahao/ Vatap/ 6/85 dated 23.08.1985 of the Tahasildar, the partition of Survey No.33/2 was effected amongst the Raghunath Mahadeo Kalamkar and Raghu Rama Kalamkar (<i>relations have not been mentioned</i>). Land bearing S.No.33/2 was divided into two parts i.e. S.No.33/2/1 and S.No.33/2/2 and accordingly, (1) S.No.33/2/1, admeasuring "Hectare 5.91 Are" allotted to the share of Raghunath Mahadeo Kalamkar and (2) S.No.33/2/2, admeasuring "Hectare 1.93 Are" allotted to the share of Raghu Rama Kalamkar

anil aasani

Survey No.33/2/2/6

Sale Deed 27.01.1988, registered with the Sub.Registrar, Haveli No.2 at Serial No.1201/1988 M.E.No.3732 dated 21.07.1988	By sale deed mentioned across hereto, Raghu Rama Kalamkar, Atmaram Raghu Kalamkar, Namdev Raghu Kalamkar with the consent of Hiraman Rambhau Kalamkar sold portion area admeasuring 299.94 sq.mt. (as per mutation Entry "Hectare 0.03 Are") out of the northern portion of the land bearing Survey No.33/2/2, to Mrs.Madhuri Ramesh Patil. Accordingly, the S.No.33/2/2/6 was allotted to the sold portion and name of the Purchaser was entered into the record of rights
Sale Deed 23.08.2010, registered with the Sub.Registrar, Haveli No.15 at Serial No.6296/2010	By sale deed mentioned across hereto, said Madhuri Ramesh Patil sold land bearing Survey No.33/2/2/6 admeasuring "Hectare 0.03 Are", Plot No.7 as per private layout to M/s.Shewani Properties, a registered partnership firm having its office at 375, Narayan Peth, Pune through its partners Satish Chuahmal Shewani and Sanjay Chuahmal Shewani (for short, said Shewani Properties).

Survey No.33/2/2/7

Sale Deed 27.01.1988, registered with the Sub.Registrar, Haveli No.2 at Serial No.1199/1988 M.E.No.3733 dated 21.07.1988	By sale deed mentioned across hereto, Raghu Rama Kalamkar, Atmaram Raghu Kalamkar, Namdev Raghu Kalamkar with the consent of Hiraman Rambhau Kalamkar sold portion area admeasuring 499.80 sq.mt. (as per mutation Entry "Hectare 0.05 Are") out of the northern portion of the land bearing Survey No.33/2/2, to Murlidhar Motiram Patil. Accordingly, the S.No.33/2/2/7 was allotted to the sold portion and name of the Purchaser was entered into the record of rights
Sale Deed 07.06.1996, registered with the Sub.Registrar, Haveli No.4 at Serial No.3999/1996	By sale deed mentioned across hereto, said Madhuri Ramesh Patil sold land bearing Survey No.33/2/2/7 admeasuring "Hectare 0.05 Are", Plot No.5 as per private layout to Mrs.Varsha Ulhas Patil. Accordingly, name of the said Purchaser was entered into the record of rights
Exchange Deed registered with the Sub.Registrar Haveli No.21, at Serial No.3325/2016	By Exchange Deed mentioned across hereto, Mrs.Varsha Ulhas Patil; the Owner of the land bearing Survey No.33/2/2/7 transferred it unto said Shewani Properties while said Shewani Properties; the owner of the land bearing Survey No.33/2/2/8 transferred a portion admeasuring "Hectare 0.05

.....

M.E.No.20716 dated 12.04.2016	Are" (499.80 sq.mt.) unto Mrs.Varsha Ulhas Patil. Accordingly, their names recorded in the record of rights of the respective land.
----------------------------------	---

Survey No.33/2/2/8

Sale Deed 27.01.1988, registered with the Sub.Registrar, Haveli No.2 at Serial No. 1203/1988 M.E.No.3734 dated 21.07.1988	By sale deed mentioned across hereto, Raghu Rama Kalamkar, Atmaram Raghu Kalamkar, Namdev Raghu Kalamkar with the consent of Hiraman Rambhau Kalamkar sold the portion admeasuring "Hectare 0.05.5 Are" (554.20 sq.mt.) out of the northern portion of the land bearing Survey No.33/2/2, to Raghunath Vittal Chowdhari. Accordingly, the S.No.33/2/2/8 was allotted to the portion sold and name of the said Purchaser was entered into the record of rights
Sale Deed 19.07.2010, registered with the Sub.Registrar, Haveli No.15 at Serial No.5387/2010	By sale deed mentioned across hereto, said Raghunath Vittal Chowdhari sold land bearing Survey No.33/2/2/8 admeasuring "Hectare 0.05.5 Are", (as per Gunthewari Certificate area 550 sq.mt.) Plot No.9 as per private layout to the said Shewani Properties.
Exchange Deed registered with the Sub.Registrar Haveli No.21, at Serial No.3325/2016 M.E.No.20716 dated 12.04.2016	By Exchange Deed mentioned across hereto, Mrs.Varsha Ulhas Patil; the Owner of the land bearing Survey No.33/2/2/7 transferred it unto said Shewani Properties while said Shewani Properties; the owner of the land bearing Survey No.33/2/2/8 transferred a portion admeasuring "Hectare 0.05 Are" (499.80 sq.mt.) unto Mrs.Varsha Ulhas Patil. Accordingly, their names recorded in the record of rights of the respective land.

Survey No.33/2/2/9

Sale Deed 27.01.1988, registered with the Sub.Registrar, Haveli No.2 at Serial No.1200/1988 M.E.No.3735 dated 21.07.1988	By sale deed mentioned across hereto, Raghu Rama Kalamkar, Atmaram Raghu Kalamkar, Namdev Raghu Kalamkar with the consent of Hiraman Rambhau Kalamkar sold a portion admeasuring 600.10 sq.mt. out of the northern portion of the land bearing Survey No.33/2/2, to Prakash Khemchand Choudhari. Accordingly, S.No.33/2/2/9 was allotted to the portion sold and the name of said purchaser was entered in the record of rights
Sale Deed 30.08.2010, registered with the	By sale deed mentioned across hereto, said Prakash Khemchand Choudhari sold land bearing Survey No.33/2/2/9 admeasuring "Hectare 0.06.1

[Handwritten signature]

Sub.Registrar, Haveli No.15 at Serial No.6492/ 2010	Are", Plot No.6 as per private layout to said Shewani Properties.
--	--

Survey No.33/2/2/10

Document/ M.E.No.	Particulars
Sale Deed 27.01.1988, registered with the Sub.Registrar, Haveli No.2 at Serial No.1198/1988 M.E.No.3736 dated 21.07.1988	By sale deed mentioned across hereto, Raghu Rama Kalamkar, Atmaram Raghu Kalamkar, Namdev Raghu Kalamkar with the consent of Hiraman Rambhau Kalamkar sold the portion admeasuring 600.10 sq.mt. out of the northern portion of the land bearing Survey No.33/2/2, to Narendra Popat Mahajan. Accordingly, the S.No.33/2/2/10 was allotted to the portion sold and name of the said Purchaser was entered into the record of rights
Sale Deed 01.03.1997, registered with the Sub.Registrar, Haveli No.4 at Serial No.1759/ 1997 M.E.No.8690 dated 22.09.1997	By sale deed mentioned across hereto, said Narendra Popat Mahajan sold land bearing Survey No.33/2/2/10 admeasuring 600.10 sq.mt., Plot No.4 as per private layout to Pandit Nivruti Nemade. Accordingly, name of the Purchaser was entered into the record of rights, however, in the mutation the area is mentioned as "Hectare 0.06 Are"
Sale Deed 30.08.2010, registered with the Sub.Registrar, Haveli No. 15 at Serial No.6493/2010	By sale deed mentioned across hereto, said Pandit Nivruti Nemade sold land bearing Survey No.33/2/2/10 admeasuring "Hectare 0.06.1 Are", Plot No.4 as per private layout to said Shewani Properties.

Survey No.33/2/2/11

Sale Deed 27.01.1988, registered with the Sub.Registrar, Haveli No.2 at Serial No.1195/1988 M.E.No.3737 dated 21.07.1988	By sale deed mentioned across hereto, Raghu Rama Kalamkar, Atmaram Raghu Kalamkar, Namdev Raghu Kalamkar with the consent of Hiraman Rambhau Kalamkar sold a portion admeasuring 600.10 sq.mt. out of northern portion of Survey No.33/2/2, to Sudhir Digambar Koite. The portion sold came to be numbered as S.No.33/2/2/11 and the name of said purchaser was entered in the record of rights. However
--	--

.....

	Mutation Entry mentions its area as "Hectare 0.06.2 Are"
Sale Deed 03.05.1990, registered with the Sub.Registrar, Haveli No.2 at Serial No.7022/1990 M.E.No.4977 dated 14.11.1990	By sale deed dated 03.05.1990, said Sudhir Digambar Kolte sold land bearing Survey No.33/2/2/11, admeasuring "Hectare 0.06.2 Are" unto Ashish Ravindra Vidya. Accordingly, name of the Purchaser was entered into the record of rights
Sale Deed 16.01.2015, registered with the Sub.Registrar, Haveli No. 19 at Serial No.584/2015	By sale deed mentioned across hereto, said Ashish Rabindra Vidya sold land bearing Survey No.33/2/2/11 admeasuring "Hectare 0.06.20 Are", Plot No.1 as per private layout to said Shewani Properties.

Survey No.33/2/2/12

Sale Deed 27.01.1988, registered with the Sub.Registrar, Haveli No.2 at Serial No.1197/1988 M.E.No.3738 dated 21.07.1988	By sale deed Raghu Rama Kalamkar, Atmaram Raghu Kalamkar, Namdev Raghu Kalamkar with the consent of Hiraman Rambhau Kalamkar sold the portion admeasuring "Hectare 0.06.2 Are" out of the northern of land bearing Survey No.33/2/2, to Suresh Dodhu Mahajan. Accordingly, the S.No.33/2/2/12 was allotted to the portion sold and name of the Purchaser was entered into the record of rights
Sale deed dated 04.09.2010, registered with the Sub.Registrar, Haveli No.15 at serial No.6685/2010	By sale deed mentioned across hereto, said Suresh Dodhu Mahajan sold land bearing Survey No.33/2/2/12 admeasuring "Hectare 0.06.20 Are", Plot No.3 as per private layout to said Shewani Properties.

Survey No.33/2/2/13

Sale Deed Dated 27.01.1988 registered with the Sub.Registrar, Haveli No.2 at Serial No.1196/1988 M.E.No.3739 dated	By sale deed mentioned across hereto, Raghu Rama Kalamkar, Atmaram Raghu Kalamkar, Namdev Raghu Kalamkar with the consent of Hiraman Rambhau Kalamkar sold the portion admeasuring "Hectare 0.06.2 Are" out of the northern of land bearing Survey No.33/2/2, to Mrs. Jyoti Ajit Choudhari. Accordingly, the S.No.33/2/2/13 was allotted to the portion sold
--	--

out of

21.07.1988	and name of the said Purchaser was entered into the record of rights
M.E.No.4863 dated 30.07.1990 Sale deed dated 03.05.1990 registered with the Sub.Registrar, Haveli No.1 at Serial No.6098/1990	By sale deed dated 03.05.1990 said Mrs.Jyoti Ajitt Choudhari sold land bearing Survey No.33/2/2/13 admeasuring "Hectare 0.06.20 Are", to Vasantrao Digambar Raut and Digambar Shankarrao Raut. Accordingly, names of the said Purchaser were entered into the record of rights.
Release Deed dated 05.03.1999 registered with the Sub.Registrar, Haveli No.2 at Serial No.1074/1999	Release deed mentioned across hereto discloses that Digambar Shankarrao Raut died on 05.06.1995 leaving behind two sons; Paresh Digambar Raut, Gaurav Digambar Raut, a married daughter Mrs.Harshada Santosh Baviskar and wife; Smt.Nirmala Digambar Raut. By registered Release Deed, Mrs.Harshada Santosh Baviskar <i>nee</i> Harshada Digambar Raut released, relinquished and waived her right <i>inter alia</i> in respect of the land bearing S.No 33/2/2/13 in favour of her brothers Paresh Digambar Raut, Gaurav Digambar Raut.
Will dated 17.09.2008, registered with Sub.Registrar, Haveli No.15 at Serial No.6346/2008	By sale deed mentioned across hereto, said Smt.Nirmala Digambar Raut, Paresh Digambar Raut, Gaurav Digambar Raut and Smt.Jayashri Vasantrao Raut sold land bearing Survey No.33/2/2/12 admeasuring "Hectare 0.06.20 Are", Plot No.2 as per private layout to said Shewani Properties. Accordingly, name of the said Purchaser was entered into the record of rights.
Sale deed dated 18.11.2013, registered with the Sub.Registrar, Haveli No.19 at serial No.12582/2013	Aforesaid Sale Deed discloses that Vasantrao Shankarrao Raut died on 03.10.2008 leaving behind a Will dated 17.09.2008 and a son; Satyajeet Vasantrao Raut, two married daughters; Mrs.Vinita Kailas Kenjale and Mrs.Monika Sameer Bhise and wife; Smt.Jayashri Vasantrao Raut, and said Vasantrao Shankarrao Raut bequeathed and devised the land bearing S.No.33/2/2/13 to his wife.

costs ad valorem

Survey No.33/2/2/14

Sale Deed 27.01.1988, registered with the Sub.Registrar, Haveli No.2 at Serial No.1202/1988 M.E.No.3740 dated 21.07.1988	By sale deed mentioned across hereto, Raghu Rama Kalamkar, Atmaram Raghu Kalamkar, Namdev Raghu Kalamkar with the consent of Hiraman Rambhau Kalamkar sold portion area admeasuring "Hectare 0.04.2 Are") out of the northern portion of the land bearing Survey No.33/2/2, to Suresh Baliram Partane. Accordingly, the S.No.33/2/2/14 was allotted to the sold portion and name of the Purchaser was entered into the record of rights
Sale Deed 28.06.2002, registered with the Sub.Registrar, Haveli No.4 at Serial No.5510/2002 M.E.No.12948 dated 09.08.2002	By sale deed mentioned across hereto, Suresh Baliram Partane with the consent of Hiraman Rambhau Kalamkar sold the land bearing S.No.33/2/2/14, admeasuring "Hectare 0.04.2 Are" unto one Sudhir Tryambak Kinage and accordingly, the name of the Purchaser was entered into the record of rights.
Sale Deed 25.05.2016 , registered with the Sub.Registrar, Haveli No.19 at Serial No.4585/2016 M.E.No.20776 dated 08.06.2016	By sale deed mentioned across hereto, said Sudhir Tryambak Kinage with the consent of Mrs. Jyotsna Sudhir Kinage and Miss Ketaki Sudhir Kinage sold land bearing Survey No. S.No.33/2/2/14 admeasuring "Hectare 0.04.2 Are", Plot No.8 as per private layout to said Shewani Properties. Accordingly, name of the said Purchaser was entered into the record of rights

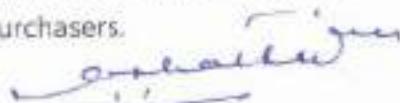
5. By instrument styled as "Agreement for Development of Land Jointly" registered with the Sub.Registrar, Haveli No.15 at Serial No.4917/2016 followed by the Correction Deed dated 26.07.2016, registered with the Sub.Registrar, Haveli No.15 at Serial No.5674/2016, executed by the said Shewani Properties and the said Promoter, decided to develop the said Land jointly wherein the share of Shewani Properties is 43% while the share of said Promoter is 57%.

6. The zone certificate dated 17.05.2017, bearing No.3/666 issued by the Deputy Engineer, Building Development Division, PMC, pertaining to land bearing Survey No.33 mentions that in the Draft Development Plan of City of Pune, some portion thereof is in residential zone while other portion is in commercial zone. It also mentions that said Land is affected by 3 (three) roads; two roads each having 24.00 meter width while the third road of 30.00 meter width. It also mentions that some portion of the Land



is reserved for Parking-3 (P-3) and Commercial-2 (C2-2). This may however, be subject to modifications and changes, if any, made by the State while sanctioning the DP.

7. The land bearing Survey Nos.33/2/2/13, 33/2/2/12, 33/2/2/10, 33/2/2/7, 33/2/2/9, 33/2/2/6, and 33/2/2/8 are demarcated by Superintendent of Land Record *vide Ati tatadi Mojni* Register No.7949/13 measured on 06.03.2014, as per occupation of the applicants.
8. It is also observed that VF 7/ 7A/ 12 pertaining to the said Land though carries the names of the respective owners, concerned mutation entries could not be availed. Therefore, wherever is found this situation, no mention of either such record of rights in the comments has been made. It is however informed by the said Promoter that appropriate proceedings for entering the name of recent purchasers as mentioned above, in the concerned record of rights have been initiated. The said Promoter informs that the same would be shortly done.
9. **OPINION:**
On the basis of the perusal of the documents, search and information gathered, as herein before mentioned, I am of the opinion that,
 - (a) the said land is owned by the Land is owned by M/s.Shewani Properties and is marketable,
 - (b) the said Land is free from encumbrance and is marketable.
 - (c) M/s.Shewani Properties and the Mandarin Constructions LLP have entered into an agreement to develop the said Land jointly,
 - (d) the said Promoter thus, is entitled to develop the said Land, construct building/s comprising of independent units for residence and commerce, in accordance with the building plans as may be sanctioned, and subject to registration under the Real Estate (Regulation and Development) Act, 2016, to dispose such unit/s to the intending purchasers.



Kiran Kothadiya

Advocate