



Date- 21/10/2021

SEARCH & TITLE REPORT

THIS IS TO CERTIFY THAT,

I have investigated title to the property more particularly described hereunder as per the request of **Mr. Sachin Mediratta, Having address at- 811/812, Clover Hill Plaza, NIBM, Kondhwa Khurd, Pune-411048** and I have to state my opinion as follows:- --

A] DESCRIPTION OF THE PROPERTY :-

1] **ALL THAT** piece and parcel of land admeasuring an area **00 Hectare 15 Ares** out of the total land admeasuring **00 H. 22 Ares** out of the **Survey No.38, Hissa No.5B** situated, lying and being at **village-Kondhawa Khurd, Taluka-Haveli, District-Pune** within the limits of Pune Municipal Corporation and also within the limits of Sub-Registrar Haveli, Pune

2] **ALL THAT** piece and parcel of land bearing **Survey No.38 Hissa No. 5A/2** admeasuring **00 Hectare 11 Ares** situated, lying and being at **village-Kondhawa Khurd, Taluka-Haveli, District-Pune** within the limits of Pune Municipal Corporation and also within the limits of Sub-Registrar Haveli, Pune

The said lands are collectively bounded as under :--

ON OR TOWARDS-

EAST	-	Survey No.38, Hissa No.9
SOUTH	-	9 mtrs. Common Road
WEST	-	40 mtrs. D. P. Road
NORTH	-	Survey No.38, Hissa No.7

Hereinafter referred to as "the said properties".

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Sunita Arvind Kadam

B] IT IS SEEN FROM THE PAPERS THAT,

I] Brief history of acquisition of title of Survey No. 38/5B

- 1] All that piece and parcel of property originally bearing **Survey No.38, Hissa No.5B** totally admeasuring **00 Hectare 22 Ares** situated at **village-Kondhwa Khurd, Pune** was initially owned and possessed by **M/s. Mangal Bone Mills and Fertilizers Pvt. Ltd.**
- 2] The said **M/s. Mangal Bone Mills and Fertilizers Pvt. Ltd.** went into liquidation and by **Order, dated-17/09/1974** made by the **Hon'ble High Court of Judicature at Mumbai** in **Company Petition No.31/1971** directed that **M/s. Mangal Bone Mills and Fertilizers Pvt. Ltd.** to be wound up and under the directions of the **Hon'ble High Court** an official liquidator was appointed in the matter of the said **M/s. Mangal Bone Mills and Fertilizers Pvt. Ltd..**
- 3] The Official liquidator took charge of all the immovable and movable properties belonging to the said **M/s. Mangal Bone Mills and Fertilizers Pvt. Ltd.** and by its order, dated-**20/02/1975** passed by the **Hon'ble High Court of Judicature at Mumbai** in **Misc. Petition No.1171/1974** filed by the MSFC, the appointed official liquidator was ordered, directed and authorised to sell the said entire property alongwith the other immovable and movable assets of the said **M/s. Mangal Bone Mills and Fertilizers Pvt. Ltd..**
- 4] One **Mr. Prataprao Ganpatrao Deshmukh** was declared to be the highest bidder of the said entire property alongwith the other landed properties held by the said **M/s. Mangal Bone Mills and Fertilizers Pvt. Ltd.** and was declared to be the Purchaser thereof.
- 5] **Mr. Prataprao Ganpatrao Deshmukh** expired on **26/10/1991** and prior thereto the said **Mr. P. G. Deshmukh** furnished detailed information and directions with the official liquidator in the name of his nominee.

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- 6] The official liquidator in pursuance of the information and direction of the said deceased **Late. Mr. Prataprao Ganpatrao Deshmukh** executed **Sale-Deed, dated-11/05/1994** in the name of the nominees of deceased **Mr. Prataprao Ganpatrao Deshmukh**, in respect of the said entire property alongwith the other landed properties held by the said company.
- 7] The said **Sale-Deed, dated-11/05/1994** is duly registered at the office of the **Sub-Registrar Haveli No.3 at Sr. No.3106 on 08/06/1994.**
- 8] In pursuance of the said **Sale-Deed, dated-11/05/1994** the nominees of the deceased **Mr. Prataprao Ganpatrao Deshmukh** and **Mrs. Suchitra Sudhakar Jagtap, Mr. Sameer Sudhakar Jagtap, Miss. Nandini Sudhakar Jagtap** became the absolute owners of the said entire property and other landed immovable properties held by the said **M/s. Mangal Bone Mills and Fertilizers Pvt. Ltd.** and their names were accordingly mutated over the said entire property by **Mutation Entry bearing No.7981.**
- 9] The aforesaid nominees of deceased **Mr. Prataprao Ganpatrao Deshmukh** in turn decided to execute a separate document in the nature of MOU for fixation of their areas and boundary lines in proportion to their contribution for purchase of the said entire property and other landed immovable properties as detailed in the said **Sale-Deed, dated-11/05/1994.**
- 10] In pursuance of their intention the aforesaid nominees executed a **MOU in May 1994** wherein the nominees have fixed their areas and boundary lines in proportion to the contribution and the said MOU is duly registered at the office of **Sub-Registrar Haveli No.3 at Sr. No.3107 on 08/06/1994.**
- 11] As per the terms and conditions of the said MOU **M/S. Hindustan Castings** became entitled to the land admeasuring **00 Hectare 15 Ares** out of **Survey No. 38, Hissa No.5B**

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- 12] The effect of the said MOU is given over the revenue records by **Mutation Entry No.8408.**
- 13] In the interim sometime in the year 1990 the owners have entered into an oral arrangement to grant the development rights of the said property alongwith the structure thereon to **Mr. Nandlal Mathuradas Chhabria, Mr. Ramesh Mathuradas Chhabria, Mr. Umesh Jethanand Bathija, Ms. Sushma Arvind Bhayani, Ms. Anuradha Arvind Bhayani and Ms. Priya Arvind Bhayani** and have received a major component of agreed consideration from **Mr. Nandlal Mathuradas Chhabria, Mr. Ramesh Mathuradas Chhabria, Mr. Umesh Jethanand Bathija, Ms. Sushma Arvind Bhayani, Ms. Anuradha Arvind Bhayani and Ms. Priya Arvind Bhayani.** It being agreed that the formal arrangement would be duly recorded and entered into upon the compliance of the legal formalities aforementioned including the High Court Order aforesaid.
- 14] By Articles of Agreement and Power of Attorney, both dated-29/03/2002 M/s. Hindustan Castings through its partners **Mr. Ramkrishna Jagannath Paibir and Mr. Krishna Gopal Gupta** with the consent of **Mr. Nandlal Mathuradas Chhabria, Mr. Ramesh Mathuradas Chhabria, Mr. Umesh Jethanand Bathija, Ms. Sushma Arvind Bhayani, Ms. Anuradha Arvind Bhayani and Ms. Priya Arvind Bhayani** granted and entrusted the development rights of the land admeasuring **15 Ares** out of Survey No.38, Hissa No.5B to **M/s. United Constructions,** through its partners- **Mr. Sachanand Reluma Jagwani and Mr. Ghanshyam Jangal Das Sukhwani.** The said by Articles of Agreement, dated-29/03/2002 has been registered in the office of Sub-Registrar Haveli No.12 at Sr. No. 3679/2002 on 24/07/2002.

II] **Brief history of acquisition of title of Survey No. 38/5A/2**

- 1] Land bearing **Survey No. 38/5A/2** totally admeasuring an area **00 Hectare 18 Ares** was originally owned and possessed by **One Mr. Gopala Sakharam Bhoite.**

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- 2] The said **Mr. Gopala Sakharam Bhoite** sold and conveyed the said **Survey No. 38/5A/2** admeasuring **00 Hectare 18 Ares** to **Mr. Sudhakar Sarjerao Jagtap** vide **Sale Deed, dated-29/11/1977** and the same is duly mutated vide **Mutation Entry No. 1665**. The said **Mr. Sudhakar Sarjerao Jagtap** in turn further sold the said Survey Number in favour of **Mr. Ramkrishna Jagannath Paibir** vide **Sale Deed, dated-23/01/1980** which is duly registered at the office of **Sub-registrar Haveli No.1 at Sr. No. 329** and the same is duly mutated vide **Mutation Entry No.1736** on the revenue record. Though the conveyance was executed in favour of **Mr. Ramkrishna Jagannath Paibir**, the consideration was paid by **M/s. Hindustan Castings** and **Mr. Ramkrishna Jagannath Paibir** was one of the partner of **M/s. Hindustan Castings**.
- 3] Due to certain misunderstanding and oversight **Mr. Ramkrishna Jagannath Paibir** in fact acquired certain portion from the adjacent property i.e. **S. No. 38/5B** to the extent of **00 Hectare 07 Ares** and constructed thereon certain structures.
- 4] In order to avoid multiple litigations and in order to settle the dispute amicably **M/s. Hindustan Casting**, through partner **Mr. Ramkrishna Paibir** vide an **Indenture, dated-24/02/1992** transferred and conveyed an area admeasuring **00 Hectare 07 Ares** from out of the said **S. No.38/5A/2** to **Smt. Shalinibai Deshmukh** and one other.
- 5] The said **Smt. Shalinibai Deshmukh** and one other further in turn conveyed the area acquired under the said **Sale Deed, dated-24/02/1992** to one **Smt. Hasina J. Khimjibhai**.
- 6] During the year **1990** **M/s. Hindustan Castings** have entered into an oral arrangement to grant development rights of the said property with **Mr. Nandlal Mathuradas Chhabria**, **Mr. Ramesh Mathuradas Chhabria**, **Mr. Umesh Jethanand Bathija**, **Ms. Sushma Arvind Bhayani**, **Ms. Anuradha Arvind Bhayani** and **Ms. Priya Arvind Bhayani** received their part consideration from them.

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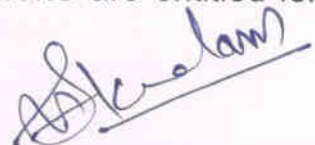
7] **Mr. Nandlal Mathuradas Chhabria, Mr. Ramesh Mathuradas Chhabria, Mr. Umesh Jethanand Bathija, Ms. Sushma Arvind Bhayani, Ms. Anuradha Arvind Bhayani and Ms. Priya Arvind Bhayani** due to diverse commitments were unable to implement the development and mutually agreed with the **M/s. Hindustan Castings** to jointly grant the development rights of the said property to the **M/s. United Constructions**.

8] by **Articles of Agreement and Power of Attorney**, both dated- **29/03/2002** which is duly registered at the office of **Sub-Registrar Haveli No.12 at Sr. Nos. 3678/2002 and 3681/2002 M/s. Hindustan Castings and Mr. Ramkrishna Jagannath Paibir** with the consent of **Mr. Nandlal Mathuradas Chhabria, Mr. Ramesh Mathuradas Chhabria, Mr. Umesh Jethanand Bathija, Ms. Sushma Arvind Bhayani, Ms. Anuradha Arvind Bhayani and Ms. Priya Arvind Bhayani** granted and entrusted the development rights of a portion admeasuring **11 Ares** out of **Survey No.38/5A/2** to **M/s. United Constructions**.

C] **M/s. United Constructions** has started the construction work of the building on the said properties.

D] **M/s. United Constructions** has sold certain units in the building being constructed on the said properties to various purchasers

E] I have caused the online search on the website- **www.igrmaharashtra.gov.in** for the years **2002 to 2021**. From the available record I state that no documents evidencing any subsisting mortgage, charge and encumbrances were found recorded. On the basis of the same and the documents mentioned hereinabove which have been given for my perusal and subject to whatsoever stated above I am of the opinion that, the title of the above mentioned owners to the said properties is clean, clear and marketable which is free from any encumbrances, charges or claims and demands of whatsoever nature and **M/s. United Constructions** are entitled for the development rights of the same.



MRS. SUNITA ARVIND KADAM
[Advocate]