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Date : 02.02.2023

TITLE OPINION

To,
Bora Realty LLP
Samrat House,
39D, 2/6 Shankarshet Road,
Pune 411 039.

Sub. : Title Opinion in respect of the property bearing Plot No.1
out of the layout of S.No.52/1A+53/2A, Mouje Katraj, Pune

Sir,

I have investigated the title to the captioned property and I have
to state in my opinion as follows :

1. **LIST OF DOCUMENTS GIVEN FOR MY PERUSAL :**
 - a] Copies of 7/12 extract
 - b] Copies of Mutation Entries
 - c] Copy of Order u/s 8(4) dated 09.10.1997 in ULC Case No.512L
to 522-4
 - d] Copy of NA Order bearing No.PRH/NA/SR/49/III/2000 dated
12.04.2001
 - e] Copy of Sale Deed dated 08.08.1996 by Shri Suresh B. Latme in
favour of Havemore Pvt. Ltd. (42 Are)
 - f] Copy of Sale Deed dated 08.08.1996 by Shri Raju B. Latme in
favour of Hotel Havemore Pvt. Ltd. (51 Are)
 - g] Copy of Development Agreement dated 17.02.2004 in favour of
M/s Anand Constructions



- h] Copy of Power of Attorney dated 17.02.2004
- i] Copy of Decree dated 07.10.2016 in Sp. C.S.No.1258/2016
- j] Copy of Compromise Purshish in Sp. C.S.No.1258/2016
- k] Copy of LLP Agreement dated 10.12.2018
- l] Copy of Sale Deed dated 16.01.2019
- m] Copy of Layout Plan dated 22.07.2008
- n] Copies of Building Plans dated 17.05.2021
- o] Search Report dated 27.05.2021, 25.01.2022 and 30.01.2023
- p] Copy of RERA Certificate bearing No. P52100023095 dated 28.05.2020
- q] Copy of Public Notice issued in Daily Prabhat on 25.08.2021
- r] Letter dated 08.09.2021 of Shri Subhash Ostwal –Advocate
- s] Copy of Order dated 12.04.2019 of SDO in Appeal –SR-3342/2015
- t] Copy of Order dated 15.06.2018 in Writ Petition (ST) No.10173/2016
- u] Copy of Letter dated 02.12.2021 of Tahasildar Haveli
- v] Letters dated 10.05.2021, 25.01.2022 and 25.01.2023 of Bora Realty LLP
- w] Copy of Title Opinion dated 27.01.2022

2. DESCRIPTION OF PROPERTY :

All that piece and parcel of land and ground situated within the Registration Sub-Dist. Taluka Haveli, Dist. Pune and within the limits of the Pune Municipal Corporation bearing Plot No.1 out of the sanctioned layout of S.No.52/1+2+ S.No.53/2+3+4+6/2 to 6+8+10 to 13(old) now bearing S.No.52/1A+S.No.53/2A, Mouje Katraj, Pune admeasuring an area of 3556.99 Sq.mtrs. and along with the western portion admeasuring 443.01 Sq.mtrs. out of the total land admeasuring 1751.14 Sq.mtrs. under the road, totally admeasuring 4000 Sq.mtrs. and together bounded as follows :

On or towards the East : By Open Space No.2
On or towards the South : By 12 mtr. Wide Road



On or towards the West : By 60 mtr. Wide Service Road
On or towards the North : By S.No.57

3. I had issued Title Opinion in respect of the captioned property on 27.01.2022 after perusing the documents mentioned therein. The said documents at that time were returned by me along with the said Title Opinion. The said Title Opinion dated 27.01.2022 is now shown to me without however the documents mentioned thereon. Copies of the documents pertaining to the transactions in respect of the captioned property are now shown to me. I am therefore giving this Title Opinion relying on my Title Opinion dated 27.01.2022 and relying on the same.

4. It is seen from the letter of the Tahasildar dated 02.12.2021 that the Mutation Entries bearing Nos. 8438, 8439, 8689 and 9025 could not be traced/found and hence copies thereof can not be given. However entries bearing nos. 8438, 8439 and 9025 have been already given and only 8689 is not available and this opinion is given relying on the same. It is seen from the letter dated 10.05.2021 of Bora Realty that 7/12 extracts of the captioned property for the years 1961 to 1970 and 1982 to 1990 along with the mutation entries thereon are not available on account of the revenue offices being closed on account of the pandemic and this Opinion is given subject to the same.

5. It is seen from the revenue records that the land now bearing S.No.52 was formerly bearing S.No.147/A while the land now bearing S.No.53 was formerly bearing S.No.147/B.

6. It is seen from the 7/12 extract that the lands bearing S.No.147/2, 147/3, 147/4 and 147/6 were formerly held by Shri Genu Krushna Latme since prior to 1960.

7. It is seen from the Mutation Entry No.1226 dated 09.04.1960 that Shri Genu Krushna Latme who was the owner of the lands bearing



S.No.147/2, 147/3, 147/4 and 147/6 had got opened a joint 7/12 extract of the said lands bearing S.No.147/2+3+4+6 and the same was shown to admeasure an area of 2 Acres 31 Gunthas plus pot kharaba 22 Gunthas i.e. totally 3 Acres 13 Gunthas i.e. 1 Hectare 34 Ares.

8. It is seen from the Mutation Entry No.1383 dated 21.12.1966 (the entry is not legible) that Shri Genu Krushna Latme had expired in the year 1965 leaving behind him son – Baban and daughters (1) Parubai Ganpat More, (2) Shakuntala Sambhaji Chaudhari and (3) Shahubai Narayan Lawle as his only heirs. However the name of only Baban Genu Latme is seen mutated in the 7/12 extract as holder of the said land.

9. It is seen from the Mutation Entry No.1728 dated 13.12.1975 that on the basis of the Order of the Tahasildar bearing No.Tagai 1157 dated 12.12.1975 Tagai charge mutated in the other rights column of the 7/12 extract of S.No.147/2+3+4 was deleted.

10. It is seen from the Mutation Entry No.8679 dated 24.11.1989 that Mrs. Shakuntala Sambhaji Chowdhari by a registered Release Deed dated 08.11.1989 had released and relinquished all her right, title and interest obtained by her after the demise of her father Shri Genu Latme in the land bearing S.No.147/2+3+4+6 along with other lands, in favour of her brother Shri Baban Genu Latme. The copy of the Release Deed is not given for my perusal and this Opinion is given on the basis of the said entry.

11. It is seen from the Mutation Entry No.9025 dated 02.05.1980 that Shri Baban Genu Latme by a registered Partition Deed partitioned all the lands held by him amongst his family members and sisters. The land bearing S.No.147/2+3+4+6 totally admeasuring 1 Hectare 34 Are was partitioned as follows –



	<u>Name</u>	<u>Area</u>	<u>S.No.</u>
a)	Shri Baban G. Latme	0=10	147/2+3+4+6/4 (boring water - common)
b)	Shri Baban G. Latme	0=10	147/2+3+4+6/9
c)	Smt. Tarabai B. Latme	0=10	147/2+3+4+6/7
d)	Shri Suresh B. Latme	0=10	147/2+3+4+6/10
e)	Shri Sanjay B. Latme	0=10	147/2+3+4+6/11
f)	Shri Raju B. Latme	0=10	147/2+3+4+6/2
g)	Shri Raju B. Latme	0=10	147/2+3+4+6/12
h)	Kavita B. Latme	0=10	147/2+3+4+6/8
i)	Kavita B. Latme	0=10	147/2+3+4+6/5
j)	Parubai G. More	0=10	147/2+3+4+6/3
k)	Shahubai N. Lawale (Shahubai Genabe Latme)	0=10	147/2+3+4+6/6
l)	Suresh B. Latme Sanjay B. Latme	0=10	147/2+3+4+6/1
m)	Land under common Road	0=12	147/2+3+4+6/13
		<u>1=32</u>	

The copy of the registered partition deed is not given for my perusal. The entry of the partition was made in the revenue record vide Mutation Entry No.9025, and the separate 7/12 extracts in the names of the respective owners are given for my perusal.

12. It is seen from the Mutation Entry No.9937 dated 01.06.1991, that on the basis of the Order of the Tahasildar Haveli, bearing No.TH0/KAWI/421/190 dated 21.05.1990 (i) Gujar Nimbalkarwadi, (ii) Mangdewadi and (iii) Bhilarewadi were given independent revenue status and in pursuance thereof new Survey Numbers were issued for Mouje Katraj wherein the land bearing S.No.147 A was given S.No.53 and S.No.147 B was given S.No.52. It is not known how and when S.No.147/2+3+4+6/1 to 13 were changed to S.No.147A and B. Its mutation entry is not given to me and this Opinion is given subject to the same.



13. It is seen from the copy of Order u/s 8(4) that on the enactment of the Urban Land (Ceiling and Regulation) Act 1976, Shri Suresh B. Latme and 9 others filed their respective statements u/s 6(1) of the said Act, thereby declaring their holding of Urban Land. The Competent Authority vide its Order u/s 8(4) dated 09.10.1997 in ULC Case No.512-L to 522-L held the owners to be non surplus holders on the basis of the decision given by the Hon'able Supreme Court in the case of Atia Begum Vs. State of UP.

14. By a Sale Deed dated 08.08.1996 which is registered at the Office of the Sub Registrar Haveli No.IX at Serial No.7286/1996 that (1) Shri Suresh Baban Latme, (2) Shri Baban Genu Latme, (3) Shri Sanju / Sanjay Babanrao Latme and (4) Miss Kavita Babanrao Latme sold and conveyed their respective lands bearing S.No.147 (old) S.No.53/2+3+4+6/8, 53/2+3+4+6/11 and S.No.53/2+3+4+6/13 totally admeasuring 42 Are to Hotel Havemore Pvt. Ltd. In the Sale Deed Shri Raju Babanrao Latme, Savita B. Latme, Shanhubai Genu Latme and Parubai Ganpat More had been joined as Consenting Party. It appears from the remark of the Sub-Registrar that the land was in the agricultural zone as per the Certificate submitted.

As per the Mutation Entry No.9025 of partition the land bearing S.No.53/2+3+4+6/13 admeasuring 12 Are though common is shown to be in the name of Shri Baban. By the said Sale Deed the name of Hotel Havemore Pvt. Ltd. was mutated in the revenue records as 42 Are vide Mutation Entry No.14234 dated 16.12.1997.

15. By another Sale Deed dated 08.08.1996 which is registered at the Office of the Sub Registrar Haveli No.IX at Serial No.7287/1996, Shri Raju Babanrao Latme, Shri Baban G. Latme, Savita B. Latme, Parubai Ganpat More and Shahubai Genba Latme sold and conveyed their respective portions bearing S.No.53/2+3+4+5/2 (11 Are), 53/2+3+4+6/3 (10 Are), 53/2+3+4+6/4 (10 Are), 53/2+3+4+6/5 (10 Are) and S.No.53/2+3+4+6/6 (10 Are) totally admeasuring 51 Are to Hotel Havemore Pvt. Ltd. In the said Sale Deed Shri Suresh B. Latme,



Shri Sanjay B. Latme and Kavita B. Latme had been joined as Consenting Party. By the said Sale Deed the name of Hotel Havemore Pvt. Ltd. was mutated in the revenue records vide Mutation Entry No.14234 and 14238 both dated 16.12.1997.

16. Though the said company had purchased the said land and its name has been duly mutated on 7/12 extract since 1997 and there is no remark about purchase on 7/12 and this Opinion is given relying upon the same. By the said Sale Deeds Hotel Havemore Pvt. Ltd. became the owner of the total area of 93 Are. It is seen from the said sale deeds that Hotel Havemore Pvt. Ltd. is a registered Company and Shri Baban Genba Latme, Shri Suresh Babanrao Latme, Tarabai Baban Latme, Shri Sanjay Babanrao Latme and Shri Raju Babanrao Latme are its Directors.

17. S.No.52/1 and 52/2 each admeasuring 10 Are totalling admeasuring 20 Are

- a] The land now bearing S.No.52 was formerly bearing S.No.147/B. The 7/12 extracts prior to 1991 are not given for my perusal and this opinion is given on the basis of the available records.
- b] It is seen from the copy of the Mutation Entry bearing No.8438 dated 05.08.1989 that Shri Shashikant and Rajendra Dattatrya Bhokare, the owners of S.No. 147 B/1(old) S.No.52 (new) had by a Sale Deed dated 05.05.1989 sold the land bearing S.No.147B/1 to Radhadevi Laxmanrao Sanas. The copy of the said Sale is not given for my perusal.

It is seen from the copy of the Mutation Entry bearing No.8439 dated 05.08.1989 that Shri Shashikant and Rajendra Dattatrya Bhokare the owners of S.No. 147 B/1(old) S.No.52 (new) had by another Sale Deed also dated 05.05.1989 sold the land bearing S.No.147B/2 to Mrs. Madhuri Ajay More. The copy of the said Sale is not given for my perusal.



- c] It is seen from the Mutation Entry bearing No.9045 dt.26.5.1990, that Madhuri Ajay More had expired on 25.9.1989 and she by her Will dated 23.08.1989 which is registered at the Office of the Sub Registrar Shirur at Serial No. 323 had bequeathed the land bearing S.No.147/2B to Smt. Radhadevi L. Sanas. The copy of Death Certificate or the copy of the said Will are not given for my perusal and this title opinion is given relying upon the said mutation entry.

Thus the title of S.No.147/B as seen from the mutation entries is traced only since 1989 however more than 30 years have elapsed since then and this Opinion is given relying and subject to the same.

- d] It is seen from the copy of the Development Agreement dated 17.02.2004 and Sale Deed dated 16.01.2019 that Radhabai L. Sanas had sold the said land bearing S.No.52/1 and 52/2 totally admeasuring 20 Are to Havemore Hotels Pvt. Ltd. by which the name of Havemore Hotels Pvt. Ltd. was mutated in the 7/12 extract of S.No.52/1 and 52/2 as holder vide Mutation Entry bearing No.15713. The copy of Sale Deed and Mutation Entry is not given for my perusal and this Opinion is given subject to the same.

18. It is seen from the copy of the Sale Deed dated 16.01.2019 and Mutation Entry No.24730 dated 19.10.2011 and layout plan that the owners had prepared a layout of the lands bearing S.No. 52/1, 52/2, 53/2+3+4+6/2 to 6, 8, 10, 11 & 13 totally admeasuring 13300 Sq.mtrs. which was sanctioned by the PMC vide No.DPO/5236/III/827 dated 05.11.1999, comprising of six plots and portions for open space, post office, Police Chowky, Amenity Space and road. The permission for the non-agricultural use of the said land was obtained from the Collector vide No.PRH/NA/SR/49/III/2000 dated 12.04.2001.

It appears from the 7/12 extract and Mutation Entry bearing No.24730 dated 19.10.2011, that Havemore Hotels Pvt. Ltd. had retained with itself Plot No.1 admeasuring 3556.99 Sq.mtrs., which is



the subject matter of this Opinion. It is seen from the 7/12 extract that all the 6 plots under the layout along with the open space nos.1 and 2, portion for Post Office, Police Chowky and Amenity Space and portion admeasuring 1751.14 Sq.mtrs. under the road are seen to be in the name of Havemore Hotels Pvt. Ltd. Separate 7/12 extracts for the plots, open spaces, post office, police chowkey, amenity space and the portion under the road were opened. All the 7/12 extracts of the said portions appear in the name of Havemore Hotels Pvt. Ltd.

19. By a Development Agreement and Power of Attorney dated 17.02.2004 which are registered at the Office of the Sub Registrar Haveli No.IX at Serial Nos.970/2004 and 971/2004. Havemore Hotels Pvt. Ltd. agreed to entrust to M/s Anand Constructions an identified portion admeasuring 40 Are out of the total area of 133 Are (now bearing Plot No.1). It is seen from the copy of the Development Agreement that a portion admeasuring 10 Are was likely to be acquired for road widening.

20. It is seen from the copy of the Plaint in Sp. C.S.No.1258/2016 that Havemore Hotels Pvt. Ltd. had a right of access / easementary right from their property upto the main Pune Satara Road and the layout was sanctioned by P.M.C. vide No.DPO/5236/II/827 dated 05.11.1999 on the basis of the said access road.

It is seen from the copy of the Plaint in Sp.C.S.No.1258/2016 that the said land bearing S.No.53/1 admeasuring 19 Are under the access road had been purchased by Shri Rajendra Ramdas Valunj and Shri Ulhas Ramdas Valunj from its previous owners – Smt. Changuna Narayan Salunkhe by a Sale Deed dated 28.02.2014 i.e. much after the sanction of the layout plans. The said owners objected to M/s Anand Construction using the said access road. M/s Anand Construction had filed the said suit in the Court of the Civil Judge Senior Division for Declaration and perpetual Injunction against Shri Rajendra and Shri Ulhas Valunj. The said dispute was compromised



out of court wherein the Defendants agreed to withdraw the objection raised by them and accepted the Demarcation bearing No.8141/2011.

The parties also withdrew the Appeal No.SR/3342/15 filed before the SDO in pursuance of the said compromise and order to that effect was passed vide Order dated 12.04.2019. The Writ Petition No.10173/2016 filed in the High Court at Bombay was dismissed as withdrawn in view of the settlement arrived between the parties.

21. It is seen from the copy of the Sale Deed dated 16.01.2019, that as per the revised layout, Plot No.1 admeasuring 3556.99 Sq.mtrs. along with the portion of its western side admeasuring 443.01 Sq.mtrs., totaling to 4000 Sq.mtrs. had been entrusted to M/s Anand Construction for development. M/s Anand Construction had also got the plans of the proposed building approved from the P.M.C. and had partly carried out construction thereon. Due to financial constraint M/s Anand Construction decided to assign / sell its rights in respect of the said portion.

In furtherance thereto and by a Sale Deed dated 16.01.2019, which is registered at the Office of the Sub-Registrar Haveli No.I at Serial No.710/2019 that Havemore Hotels Pvt. Ltd. with due consent of M/s Anand Constructions sold and conveyed the Plot No.1 admeasuring 3556.99 Sq.mtrs. along with the land under the road on the western boundary of Plot No.1 admeasuring 443.01 Sq.mtrs. (out of the total land admeasuring 1751.14 Sq.mtrs.) to Bora Realty LLP.

By the said Sale Deed Bora Realty LLP became the owner of the said Plot No.1 along with land under the road. The name of Bora Realty LLP has been mutated in the revenue records as holder of Plot No.1 admeasuring 3556.99 Sq.mtrs. and for the portion admeasuring 443.01 Sq.mtrs. under the road vide Mutation Entry bearing no.33194 dated 28.11.2019.

22. The plans of the proposed building to be constructed on the captioned property have been sanctioned by the PMC vide Commencement Certificate bearing No.CC/4079/18 dated



28.03.2019, which have been revised under no.CC/0281/21 dated 17.05.2021.

23. The Public Notice of the captioned property was issued, in Daily Prabhat on 24.08.2021 by Shri Subhash Ostwal Advocate. It is seen from the letter dated 08.09.2021 of Shri Subhash Ostwal that he had not received any objections to the said Public Notice and this opinion is given relying on the same.

It is seen from the copy of the Certificate that the project on the captioned property has been registered under RERA vide No.P52100023905 dated 18.05.2020.

24. It is seen from the letter dated 25.01.2023 of Bora Realty LLP that it has agreed to sell various units as per list annexed to the said letter, details of sold units as per list are as under -

Wing No.	Sold Flat/Unit Nos.
A	208, 301, 302, 307, 308, 402, 408, 608, 701, 707, 801, 906, 201, 406, 607
B	305, 505, 506, 605, 606, 705, 805, 806, 1004

It is further seen from the said letter that Bora Realty LLP has not created any encumbrance / mortgage on the said property or on the remaining flats/shops in the said building/s. Bora Realty LLP further stated that there is no dispute or litigation pending in any court / tribunal / authority regarding the said property. Bora Realty in the said letter has mentioned that it has not yet formed a Co-operative Housing Society or Association of Apartment Owners of the unit holders in the said property or part thereof.

25. I caused the search of Index No. II registers at the office of the Sub-Registrars for the last 30 years in respect of the captioned property and no document evidencing any subsisting mortgage, charge or encumbrance was found recorded from the available registers. On the basis of the same and on the basis of the documents given for my perusal and subject to whatever stated hereinabove, I am



P. M. KHIRE
Advocate

of the opinion that the title of M/s Bora Realty LLP to the captioned property is clean, clear and marketable without any encumbrance whatever.

All the documents are returned herewith.

Yours faithfully,



[P.M.KHIRE]
ADVOCATE