

Add: 604, A Wing,  
Mahavir Exotica,  
Mogharpada, Ghodbunder Road,  
Thane (W) 400615

*Sachin J. Katkar*  
(Advocate)

**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 lying being and situated at Village Vadavali, Taluka & District Thane, bearing The Developer is developing piece and parcel of land bearing Survey No.20, Hissa No.1 (herein after referred as First Property). Survey No.20, Hissa No. 2B (herein after referred as Second Property), The said First and Second Property herein after collectively referred as Said Property.

**Following documents are perused :**

- A. Current 7/12 extracts.
- B. 7/12 extracts for last 50 years
- C. Relevant Mutation entries.
- D. Search Report
- E. Permission
- F. Title Deeds

**BRIEF HISTORY OF FIRST PROPERTY :-** Survey No. 20, Hissa No.1 admeasuring area 2740 sq. meters out of admeasuring area 2395 sq. meters

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

It appears from the 7/12 extract dated 30/10/2015 that, the said property was owned by Shevantibai Moreshwar Patil & Others.

**B. In respect of 50 years of 7/12 extracts**

It appears from the 7/12 extract of 50 years that, the said property was originally owned by Kalya Pandu.

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



1. It appears from the mutation entry no. 250 dated 28/8/1946 that, the Dhana Budhaji executed Conveyance Deed in favour of Menudin Aba Vadekar for Rs. 6600/- dated 17/7/1926. But said mutation entry is not relevant with the said First Property.
2. It appears from the mutation entry no. 378 dated 7/8/1956 that, as per the Tenancy order no. TNC 8113 dated 14/1/1956 that Shingo Pandu is declared as protected tenant and Ayaysha Bibi is declared as Simple Tenant for the said property.
3. It appears from the mutation entry no. 472 dated 13/8/1957 that, the Shimlya Gandlya is declared as protected tenant but, he personally not cultivating the said property. So as per oral order his name is removed.
4. It appears from the mutation entry no. 768 dated 11/6/1974 that, Aishayabibi Sirajuddin Barmar died on 26/5/1974 leaving behind him following legal heirs : 1) Mohammad Ali Sirajuddin (Son) 2) Rafik Ahmad Sirajuddin (Son) 3) Mohammad Hanif Sirajuddin (Son) 4) Najir Ahmad Sirajuddin (Son).
5. It appears from the mutation entry no. 48 dated 13/10/1977 that, the Ali Saheb Amir Saheb died on or about in the year 1968 leaving behind him following legal heirs : 1) Ibrahim Ali Saheb (Son) 2) Usman Ali Saheb (Son) 3) Abdul Rehman alis Balu Ali Saheb (Son) 4) Mohammad Sarif (Son) 5) Najir Ali Saheb (Son) 6) Sumrabhi Ali Saheb (Wife) 7) Habiba Mohammad Husen (Daughter).
6. It appears from the mutation entry no. 178 dated 10/4/1986 that, As per the order of Additional Tahsildar in 1/ 30/9/1966 the name of Aiyashabi Shirajuddin Bharmar and legal her heirs name as a tenant in other rights column were removed.
7. It appears from the mutation entry no. 179 dated 10/4/1986 that, As per the order of Additional Tahsildar in TNC/72/77 dated 7/8/1978 the name of Parshuram Gopal Patil is removed from the crop entries column.
8. It appears from the mutation entry no. 181 dated 17/6/1986 that, the Dattatray Pandurang Patil & Mainabai Pandurang Patil died intestate on or about in the year 1981-82 leaving behind him following legal heirs : 1) Ramdas Dattatray Pail 2) Shevantibai Moreshwar Patil.
9. It appears from the mutation entry no. 284 dated 27/3/1991 that, the Kalya Pandu Patil died on or about in the year 1989 leaving behind him following legal heirs : 1) Nandkumar Kalya Patil (Son) 2) Valmik Kalya Patil (Son) 3) Anant Kalya Patil (Died, Son) him legal heirs Chandribai Anant Patil 4)

Jijabai Harishchandra Patil (Daughter) his legal heirs : i) Vinod Harishchandra Patil (Son) ii) Gangabai Harishchandra Patil (Daughter).

10. It appears from the mutation entry no. 658 dated 26/7/2006 that, the Nandkumar Kalya Patil died on 12/3/1996 leaving behind him following legal heirs : 1) Vanita Nandkumar Patil (Wife) 2) Yogita Nandkumar Patil (Daughter) 3) Sarita Nandkumar Patil (Daughter) 4) Yogesh Nandkumar Patil (Son) 5) Kavita Nandkumar Patil (Daughter).

11. It appears from the mutation entry no. 824 dated 3/7/2008 that, the Manish Ramdas Patil died on 13/4/2008 leaving behind his following legal heirs : 1) Vaishali Manish Patil (Wife) 2) Yukta Manish Patil (Daughter).

12. It appears from the mutation entry no. 1269 dated 5/11/2011 that, said property converted into Non Agricultural as per Order of Collector Mahsul/K-1/T-1/NP/SR-183/2004 dated 11/5/2007.

13. It appears from the mutation entry no. 1296 dated 16/3/2012 that, the Laxmibai Ramdas Patil & others through Power of Attorney Holder Veerdhaval Sitaram Ghag executed Conveyance Deed in favour of Veerdhaval Sitaram Ghag & Sangita Veerdhaval Ghag which is duly executed & registered on 24/6/2011 vide sr. no. 6072/2011.

14. It appears from the mutation entry no. 1320 dated 6/8/2012 that, said property converted into Non Agricultural as per Order of Collector Mahasul/K-1/T-1/NP/SR-183/2004 dated 11/5/2007.

15. It appears from the mutation entry no. 1476 dated 19/11/2013 that, As per the order in RTS Appeal No. 104/2013 the SDO cancelled the order no. Mahasul/K-1/T-3/Hakkanond-1/Takrar SR 59/20012 dated 29/11/2012 of Tahsildar and cancelled the mutation entry no. 1296.

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

Search Report issued by Searcher Mr. Ramesh Dhalpe for the period of year 1950 to 2012 and Mr. Akshay Kinjale for the period 2012 to 2016 (5/2/2016) placed before me.



1. Sathekarar executed in favour of Veerdhaval Sitaram Ghag. The said Sathe karkar registered on 24/8/1993 in the S.R.O. Thane 1 at No. 2723/1993.

2. Veerdhaval Sitaram Ghag & Sangeeta Veerdhaval Ghag executed Development Agreement in favour of M/s Unnati Associates through its

Partner Rajan Bandelkar, by a deed executed & registered on 26/10/2005 in the S.R.O. Thane 2 at No. 6713/2005.

3. Laxmibai Ramdas Patil, Savita Anant Bhoir, Manish Ramdas Patil & Sarita Nandkumar Patil & others executed Conveyance Deed in favour of Veerdhaval Sitaram Ghag for itself & POA Sangeeta Veerdhaval Ghag, by a deed executed & registered on 24/6/2011 in the S.R.O. Thane 5 at No. 6072/2011.
4. Mr. Veerdhaval S Ghag Self and POA Holder of Mrs. Sangeeta S Ghag and others entered into Assignment of Development Rights With M/S Sai Pushp Enterprises Through Partner Mr. Jagdish K. Khetwani and Mr. Naresh S. Khetwani through POA Holder Mr. Jagdish Tandel for Rs 28547000/- of the property S. No. 20 H. No. 1 area for 2740 Sq. mtrs by a deed executed and registered on 03/06/2014 in the S.R.O. Thane 2 at No 4590/2014.
5. Laxmibai Ramdas Patil & others executed Deed of Confirmation in favour of M/S Sai Pushp Enterprises through Partner Mr. Jagdish K. Khetwani and Mr. Naresh S. Khetwani through POA Holder Mr. Jitendra Patil and others for Rs. 250000000/- for the property first property alongwith other property by a deed executed and registered on 14/08/2014 in the S.R.O. Thane 2 at No 6766/2014.
6. Yogita Devanand Bhoir & others executed Confirmation Deed in favour of M/S Sai Pushp Enterprises Through Partner Mr. Jagdish K. Khetwani and Mr. Naresh S. Khetwani through POA Holder Mr. Jagdish Tandel and others for the consideration mentioned therein for the First property alongwith other the said confirmation deed is executed on 27/8/2014 and registered on 28/8/2014 in the S.R.O. Thane 2 at No 7088/2014.
7. Gangabai Harishchandra alias Baburao Patil & others executed Confirmation Deed in favour of M/S Sai Pushp Enterprises Through Partner Mr. Jagdish K. Khetwani and Mr. Naresh S. Khetwani through POA Holder Mr. Jagdish Tandel and others for the consideration mentioned therein for the First property alongwith other properties the said confirmation deed is executed and registered on 16/9/2014 in the S.R.O. Thane 2 at No 7565/2014.
8. Mr. Veerdhaval S. Ghag & Sangeeta V. Ghag executed Agreement for Sale in favour of Haware Housing for 345 sq. meters out of 2740 sq. meters of the First Property. The said Agreement executed on 4/9/2014 and registered on 16/9/2014 in the S.R.O. Thane 5 at No 8998/2014. The

said Agreement is confirmed by Sai Pushp Enterprises by receiving the consideration of Rs. 8910000/-.

9. M/s Puranik Builders Pvt Ltd director Shri. Shailesh Gopal Puranik through POA Holder Mr. Shahaji M Kardekar and others entered into Deed of Mortgage With JDA Trustship Ltd through Assistant Vice President Mr. Abhishek Javdekar for Rs. 1100000000/- of the property S. No. 20 H. No. 1 admeasuring 2770 sq. mtrs and alongwith properties by a deed executed and registered on 14/11/2014 in the S.R.O. Thane 9 at No 7106/2014.
10. M/S Puranik Builders Pvt Ltd director Shri. Shailesh Gopal Puranik through POA Holder Mr. Shahaji M Kardekar and others entered into Deed of Mortgage With JDA Trustship Ltd through Assistant Vice President Mr. Abhishek Javdekar for Rs. 500000000/- of the property S. No. 20 H No. 1 admeasuring 2770 sq. mtrs and alongwith properties by a deed executed and registered on 04/12/2015 in the S.R.O. Thane 9 at No 8480/2015.
11. The Catalyst Trusteeship Limited (Formerly Known As Gda Trusteeship Limited) reconveyed and released the said property alongwith other property free from mortgage by two separate Deed of Reconveyance dated 20<sup>th</sup> August, 2016. The said Deed of Reconveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/7953/2016 and TNN9/7952/2016 respectively.
12. The Developer alongwith others has executed Deed of Mortgage by obtained Loan from PNB Housing Finance Ltd. As per the terms and conditions mentioned therein and mortgage the said property alongwith other property. The said Mortgage Deed registered with Sub-registrar Assurance Thane at sr. no. TNN-9/7455/2016 on 30/07/2016.

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

**1. In respect of Order U/s 8(4) of ULC Act:**

As per the Order vide no. ULC/TA/T-5/Kasarvadavali/SR-100 dated 2/11/1998 u/s 8(4) of ULC Act 1976. The said act is not applicable to the First property alongwith other property.

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

1. Laxmibai Ramdas Patil & others executed Sathe Karar in favour of Veerdhaval Sitaram Ghag & others, which is duly registered on 24/8/1993 vide no. 2723/1993 for consideration mentioned therein



2. Veerdhaval Sitaram Ghag executed Development Agreement in favour of M/s Unnathi Associates the said Development Agreement Registered on 26/10/2005 vide no. 6713/2005.
3. Laxmibai Ramdas Patil & others executed Conveyance Deed in favour of Veerdhaval Sitaram Ghag & others, which is duly registered on 14/5/2011 vide no. 6072/2011 for consideration mentioned therein.
4. Jagdish Kanayalal Khetwani & Others executed Patnership Deed and agree to carry on business in the firm of M/s Sai Pushp Enterprises dated 9/3/2012.
5. Veerdhaval Sitaram Ghag executed Agreement for Assignment of Development Rights in favour of Sai Pushp Enterprises which is duly registered on 3/6/2014 vide no. 4590/2014 and said Agreement is Confirm by the Unnati Associates.
6. Laxmibai Ramdas Patil & others executed Deed of Confirmation in favour of M/S Sai Pushp Enterprises through Partner Mr. Jagdish K. Khetwani and Mr. Naresh S. Khetwani through POA Holder Mr. Jitendra Patil and others for Rs. 250000000/- for the property first property alongwith other property by a deed executed and registered on 14/8/2014 in the S.R.O. Thane 2 at No 6766/2014 and confirmed the document no. TNN-2/4590/2014 dated 3/6/2014, TNN-2/6616/2014 dated 8/8/2014, TNN-1/5727/2014 dated 2/7/2014.
7. Jagdish Khetwani & others executed Deed of Retirement cum Admission regarding their Partnership Firm Sai Pushp by the said Deed some partners were retired and some new partners are introduce in Sai Pushp Partnership Firm. The said deed is executed on 22/8/2014.
8. Yogita Devanand Bhoir & others executed Confirmation Deed in favour of M/S Sai Pushp Enterprises Through Partner Mr. Jagdish K. Khetwani and Mr. Naresh S. Khetwani through POA Holder Mr. JagdishTandel and others for the consideration mentioned therein for the First property alongwith other the said confirmation deed is executed on 27/8/2014 and registered on 28/8/2014 in the S.R.O. Thane 2 at No 7088/2014 and confirmed the document no. TNN-2/4590/2014 dated 3/6/2014, TNN-2/6616/2014 dated 8/8/2014, TNN-1/5727/2014 dated 2/7/2014.
9. Gangabai Harishchandra alias Baburao Patil & others executed Confirmation Deed in favour of M/S Sai Pushp Enterprises Through Partner Mr. Jagdish K. Khetwani and Mr. Naresh S. Khetwani through POA Holder Mr. JagdishTandel and others for the consideration

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mentioned therein for the First property alongwith other properties the said confirmation deed is executed and registered on 16/9/2014 in the S.R.O. Thane 2 at No 7565/2014 and confirmed the document no. TNN-2/4590/2014 dated 3/6/2014, TNN-2/6616/2014 dated 8/8/2014, TNN-1/5727/2014 dated 2/7/2014.

10. Mr. Veerdhaval S. Ghag & Sangeeta V. Ghag executed Agreement for Sale in favour of Haware Housing for 345 sq. meters out of 2740 sq. meters of the First Property. The said Agreement executed on 4/9/2014 and registered on 16/9/2014 in the S.R.O. Thane 5 at No 8998/2014. The said Agreement is confirmed by Sai Pushp Enterprises by receiving the consideration of Rs. 8910000/-.

11. M/s Puranik Builders Pvt Ltd director Shri. Shailesh Gopal Puranik through POA Holder Mr. Shahaji M Kardekar and others entered into Debenture Trust Deed With Catalyst Trusteeship Limited (Formerly Known As Gda Trusteeship Limited) through Assistant Vice President Mr. Abhishek Javdekar for Rs. 1100000000/- of the property S. No. 20 H. No. 1 admeasuring 2770 sq. mtrs and alongwith properties by a deed executed and registered on 14/11/2014 in the S.R.O. Thane 9 at No 7106/2014.

12. M/S Puranik Builders Pvt Ltd director Shri. Shailesh Gopal Puranik through POA Holder Mr. Shahaji M Kardekar and others entered into Debenture Trust Deed With Catalyst Trusteeship Limited (Formerly Known As Gda Trusteeship Limited) through Assistant Vice President Mr. Abhishek Javdekar for Rs. 500000000/- of the property S. No. 20 H No. 1 admeasuring 2770 sq. mtrs and alongwith properties by a deed executed and registered on 4/12/2015 in the S.R.O. Thane 9 at No 8480/2015.

13. The Catalyst Trusteeship Limited (Formerly Known As Gda Trusteeship Limited) reconveyed and released the said property alongwith other property free from mortgage by two separate Deed of Reconveyance dated 20<sup>th</sup> August, 2016. The said Deed of Reconveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/7953/2016 and TNN9/7952/2016 respectively.



#### **G. Encumbrance**

The Developer has obtained Rupees Term Loan from PNB Housing Finance Ltd. As per the terms and conditions of the said loan and mortgage the said

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

**BRIEF HISTORY OF SECOND PROPERTY :-** Survey No.20, Hissa No.2B admeasuring area 4080 sq. meters

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

It appears from the 7/12 extract dated 30/10/2015 that, the said property is owned by Parshuram Gopal Patil & Others.

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

1. It appears from the mutation entry no. 255 dated 19/5/1989 that, Gopal Joma Patil died in the year 1986 leaving behind him following legal heirs  
1) Ananta Gopal Patil (Son) 2) Parshuram Gopal Patil (Son) 3) Chandrabhaga Ramchandra Shinge (Daughter) 4) Padibai Gopal Patil (Wife).
2. It appears from the mutation entry no. 361 dated 24/5/1995 that, the Additional Tahsildar and Agricultural Lands Tribunal passed order under section 32 G of Bombay Tenancy and Agricultural Lands Act vide no. IPL/I/15/P/40 dated 28/11/74 Vadavali/VP/337 and the tenant Gopal Joma Patil declared as a owner and charge of the purchase price kept on the other rights column.
3. It appears from the mutation entry no. 362 dated 24/5/1995 that, as Gopal Joma Patil has paid purchase price of Rs. 912.52/- to Ramesh Suryakant Owalekar, therefore charge of the other rights column was removed.
4. It appears from the mutation entry no. 421 dated 23/11/1998 that, Gopal Joma Patil died in the year 1978 leaving behind him following legal heirs  
1) Vitthal Gopal Patil (Son) 2) Krushna Gopal Patil (Son) 3) Parshuram Gopal Patil (Son) 4) Ananta Gopal Patil (Son) 5) Chandrabhaga Ramchandra Shinge (Daughter) 6) Padibai Gopal Patil (Wife). Vitthal Gopal Patil was died leaving behind following legal heirs :- 1) Indrapal Vitthal Patil (Son) 2) Baban Vitthal Patil (Son) 3) Vatsala Sakham Thakur (Daughter). Krushan Gopal Patil was died leaving behind following legal heirs :- 1) Vinod Krushna Patil (Son) 2) Arun Krushna Patil (Son) 3) Manisha Krushna Patil (Daughter) 4) Chandrarekha Krushna Patil (Wife).
5. It appears from the mutation entry no. 485 dated 17/7/2002 that, the Ananta Gopal Patil & others obtained the permission from the SDO Thane vide order no. K/TD/6/KV/VP/SR/81/2000 dated 18/7/2001 for relaxing the sec 43 of BT & AL Act for Development of the said property.



6. It appears from the mutation entry no. 584 dated 1/12/2004 that, Ananta Gopal Patil died on 30/6/2003 leaving behind him following legal heirs 1) Mangala Ananta Patil (Wife) 2) Sunil Ananta Patil (Son) 3) Manesh Ananta Patil (Son) 4) Lalita Ravindra Saste (Daughter).
7. It appears from the mutation entry no. 1075 dated 5/6/2010 that, Indrapal Vitthal Patil died on 14/1/1997 leaving behind him following legal heirs 1) Aasha Indrapal Patil (Daughter) 2) Dadu Indrapal Patil (Son) 3) Mohini Indrapal Patil (Daughter)
8. It appears from the mutation entry no. 1269 dated 5/11/2011 that, said property converted into Non Agricultural as per Order of Collector Mahsul/K-1/T-1/NP/SR-183/2004 dated 11/5/2007.
9. It appears from the mutation entry no. 1320 dated 6/8/2012 that, said property converted into Non Agricultural as per Order of Collector Mahasul/K-1/T-1/NP/SR-183/2004 dated 11/5/2007.

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

Search Report issued by Searcher Mr. Ramesh Dhalpe for the period of year 1950 to 2012 and Mr. Akshay Kinjale for the period 2012 to 2016 (5/2/2016) placed before me.

1. Development Agreement executed in favour of Veerdhaval Sitaram Ghag. The said Development Agreement executed and registered on 3/2/1999 in the S.R.O. Thane 1 at No. 796/1999.
2. Mr. Veerdhaval Sitaram Ghag and M/S Unnati Associates through partner Shri. Rajan Bandekar POA Holder Mr. Sunil Karanjeekar executed Assignment of Development Rights in favour of M/S Sai Pushp Enterprises Through Partner Mr. Jagdish K. Khetwani and Mr. Naresh S. Khetwani through POA Holder Mr. Jagdish Tandel for consideration of Rs. 34578000/- for S. No 20 H. No 2P admeasuring 4080 Sq. mtrs the said document is duly registered on 3/6/2014 at S.R.O. Thane 2 vide Sr. No 4588/2014.
3. Mrs. Madhuri Kunal Mukadam and others executed Deed of Confirmation and Deed of Correction for without any consideration of the property S. No 20 H. No 2P admeasuring 4080 Sq. mtrs alongwith properties the said deed executed on 21/11/2014 and registered on 24/11/2014 at S.R.O. Thane 2 vide Sr. No. 9485/2014.
4. M/S Puranik Builders Pvt Ltd director Shri. Shailesh Gopal Puranik through POA Holder Mr. Shahaji M Kardekar and others entered into



Deed of Mortgage in favour of JDA Trustship Ltd through Assistant Vice President Mr. Abhishek Javdekar for Rs. 1100000000/- of the property S. No 20 H. No 2P area for 4080 Sq. mtrs and alongwith properties by a deed executed and registered on 14/11/2014 in the S.R.O. Thane 9 at No 7106/2014.

5. M/S Puranik Builders Pvt Ltd director Shri. Shailesh Gopal Puranik through POA Holder Mr. Shahaji M Kardekar and others entered into Deed of Mortgage With JDA Trustship Ltd through Assistant Vice President Mr. Abhishek Javdekar for Rs. 500000000/- of the property S. No 20 H. No 2P admeasuring 4080 sq. mtrs and alongwith properties by a deed executed and registered on 4/12/2015 in the S.R.O. Thane 9 at No. 8480/2015.
6. The Catalyst Trusteeship Limited (Formerly Known As Gda Trusteeship Limited) reconveyed and released the said property alongwith other property free from mortgageby two separate Deed of Reconveyance dated 20<sup>th</sup> August, 2016. The said Deed of Reconveyance is duly registered with the Sub-Registrar of Assurances Thane vide Sr. No. TNN9/7953/2016 and TNN9/7952/2016 respectively.
7. The Developer alongwith others has executed Deed of Mortgage by obtained Loan from PNB Housing Finance Ltd. As per the terms and conditions mentioned therein and mortgage the said property alongwith other property. The said Mortgage Deed registered with Sub-registrar Assurance Thane at sr. no. TNN-9/7455/2016 on 30/07/2016.

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

**1. In respect of Order U/s 8(4) of ULC Act:**

As per the Order vide no. ULC/TA/T-7/Owla/SR/247 dated 27/7/2000 u/s 8(4) of ULC Act 1976. By the said order it was held that for the reason therein ULC Act is not applicable as per the provisions laid down in the Chapter 3 of the said Act.

2. **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 SDM Thane vide no. K/TD/6/KV/VP/SR/81/2000 dated 18/7/2001.

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

1. Padibai Gopal Patil & Others executed Development Agreement in favour of Veerdhaval Sitaram Ghag the said Development Agreement Registered on 3/2/1999 vide no. 796/1999 for consideration mentioned therein.

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2. Veerdhaval Sitaram Ghag executed Development Agreement in favour of M/s Unnathi Associates the said Development Agreement Registered on 26/10/2005 vide no. 6712/2005 for consideration mentioned therein.
3. Veerdhaval Sitaram Ghag executed Agreement for Assignment of Development Rights in favour of Sai Pushp Enterprises which is duly registered on 3/6/2014 vide no. 4588/2014 and said Agreement is Confirm by the Unnathi Associates.

**Non Agricultural Permission :**

By order bearing No. MAHSUL/K-1/T1/NAP/SR-183/2004 dated 11<sup>th</sup> May, 2007, the Collector of Thane granted Non-Agricultural permission in respect of the Said Property;

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

Thane Municipal Corporation granted the permission for Development of the said property vide VP No. 2003/108 dated 30/4/2015.

**G. Litigation**

Vilas Parshuram Patil & others taken objection to the certification of mutation entry no. 1709 therefore Hakkanond/Takrar Case No. 3/2017 is registered to the Tahasildar, Thane. The Mutation Entry No. 1709 is mutated on the basis of the declaration made by Padibai Gopal Patil & others through POA Holder Veerdhaval Sitaram Ghag through POA Holder M/s Sai Pushp Enterprises for handing over the 1080 sq.mtrs area which come under the Development Plan for 40 mtrs Road. Therefore the said mutation entry is mutated for the Sub Division of the said property. No any interim order or prohibitory order passed against the developer.

**H. Encumbrance**

The Developer has executed Deed of Mortgage by obtained Loan from PNB Housing Finance Ltd. As per the terms and conditions mentioned therein and mortgage the said property alongwith other property. The said Mortgage Deed registered with Sub-registrar Assurance Thane 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. This opinion does not cover any litigation, suits etc. filed in any court in respect of the Said Property, except for those which have been disclosed and covered in this report.
- 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 said legal proceeds and 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 27<sup>th</sup> day of June, 2017



  
Sachin J. Katkar  
Advocate