



502, B-Wing, Glacia, Near Jain Temple, Tembhi Naka, Eduljee Road, Thane (W). Phone : 022-25426677

TITLE CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

Name of Owners : Mr. Kashinath Dattu Bhamre & others.

Name of Developer : M/s Haware Properties

Through its Proprietor

Mr. Suresh Kashinath Haware.

Office at: 416, Vardhaman Market, Sector

17, Vashi, Navi Mumbai - 400705

1. **Description of the Property:**

All that pieces and parcels of land lying, being and Situate at Village - Muthaval, Taluka - Bhiwandi and District Thane, bearing 1) Survey No. 2 Hissa No. 8 admeasuring 2600 Square Meters (First Property), 2) Survey No. 2 Hissa No. 13/1 admeasuring 6950 Square Meters (Second Property), 3) Survey No. 2 Hissa No. 13/2 admeasuring 1820 Square Meters (Third Property), within the Registration District Thane and Sub-District Bhiwandi, admeasuring in aggregate 11,370 square meters and hereinafter referred to as the "Said Property".

2. **List of Documents perused:**

- a. Current 7/12 extracts.
- b. All relevant Mutation entries.
- c. Search Report.
- d. Developers Title Deeds.
- e. Other antecedent documents.
- f. Public Notices dated 02/04/2015 and 06/04/2015 published in Marathi newspaper namely Sakal.
- g. Permissions and Sanctions



3. **Observations in respect of revenue record:**

Land bearing Survey No. 2 Hissa No. 8 (First Property):

In respect of 7/12 extract: It appears from perusal of recent 7/12 extract that, the First Property is owned by Mr. Kashinath Dattu Bhamre and others. It appears from perusal of 7/12 extract for the period between year 1971 to 2004 that, the First Property originally owned by Mr. Sitaram Mahadu Patil and cultivated by agricultural tenant Mr. Deu Balu Bhamre.

3.1 **In respect of 6 D Mutation Entries:**

3.1.1 It appears from the **mutation entry no. 38 dated 04/03/1986** that Mr. Deu Balu Bhamre had purchased the First Property under section 32 G of Maharashtra (Bombay) Tenancy and Agricultural Land Act, 1948 and had paid the entire purchase price. Accordingly, his name was recorded in the ownership rights column of the record of rights. Subsequently, Certificate of Purchase dated February 28, 1986 was issued in the name of Mr. Deu Balu Bhamre.

3.1.2 It appears from the **mutation entry no. 89 dated 04/05/2009** that Mr. Dattu Deu Bhamre demised on October 2, 2005 leaving behind his legal heirs wife Smt. Janabai Dattu Bhamre, two sons 1) Mr. Kashinath Dattu Bhamre and 2) Mr. Bhagwan Dattu Bhamre and three daughters 1) Mrs. Bhimabai Ashok Tare, 2) Mrs. Sangambai Kashinath Pawashe and 3) Mrs. Draupada Krushna Kene.

3.1.3 It appears from the **mutation entry no. 139 dated 01/12/2013** that Smt. Janabai Dattu Bhamre demised on November 1, 2012 leaving behind her legal heirs two sons 1) Mr. Kashinath Dattu Bhamre and 2) Mr. Bhagwan Dattu Bhamre and three daughters 1) Mrs. Bhimabai Ashok Tare,



2) Mrs. Sangambai Kashinath Pawashe and 3) Mrs. Draupada Krushna Kene.

3.1.4 It appears from the **Mutation entry no. 161 dated 9/11/2015** that the said mutation entry is not relevant to this property.

4. In respect of land bearing Survey No. 2 Hissa No. 13/1 (Second Property) and Survey No. 2 Hissa No. 13/2 (Third Property)

In respect of 7/12 extract:

It appears from perusal of recent 7/12 extract that, the Second Property and Third Property are owned by Mr. Mangalya Sardu Bhamre and others. It appears from perusal of 7/12 extract for the period between year 1971 to 1994 that, the Second Property originally owned by Mr. Sardu Balu Bhamre.

4.1 In respect of 6 D Mutation Entries:

4.1.1 It appears from the **mutation entry no. 9 dated 11/06/1976** that Mrs. Anandibai Sardu Bhamre had mortgaged the Second and Third Property with the Lonad Group Co-Operative Society Limited.

4.1.2 It appears from the **mutation entry no. 11 dated 08/04/1978** that Mr. Sardu Balu Bhamre demised in the year 1977 leaving behind him his legal heirs wife Mrs. Anandibai Sardu Bhamre and five sons 1) Mr. Shivram Sardu Bhamre, 2) Mr. Appa Sardu Bhamre, 3) Mr. Mangliya Sardu Bhamre, 4) Mr. Jagannath Sardu Bhamre and 5) Mr. Vasant Sardu Bhamre.



- 4.1.3 It appears from the **mutation entry no. 41 dated 01/01/1989** that Mrs. Anandibai Sardu Bhamre demised on the January 9, 1986 leaving behind her legal heirs five sons 1) Mr. Shivram Sardu Bhamre, 2) Mr. Appa Sardu Bhamre, 3) Mr. Mangalya Sardu Bhamre, 4) Mr. Jagannath Sardu Bhamre and 5) Mr. Vasant Sardu Bhamre.
- 4.1.4 It appears from the **mutation entry no. 60 dated 20/12/2000** that Mr. Appa Sardu Bhamre demised on the September 26, 1997 leaving behind him his legal heirs wife Mrs. Bhagubai Appa Bhamre, two sons 1) Mr. Vitthal Appa Bhamre, 2) Mr. Nivrutti Appa Bhamre and two daughters 1) Bharati Appa Bhamre, 2) Kanta Appa Bhamre.
- 4.1.5 It appears from the **mutation entry no. 83 dated 01/08/2007** that Mr. Shivram Sardu Bhamre demised on the July 15, 2003 leaving behind him his legal heirs wife Mrs. Chandubai Shivram Bhamre, four sons 1) Mr. Lilaram Shivram Bhamre, 2) Mr. Balaram Shivram Bhamre, 3) Mr. Sudam Shivram Bhamre, 4) Mr. Dinkar Shivram Bhamre and married daughter Mrs. Parvati Motiram Gode.
- 4.1.6 It appears from the **mutation entry no. 87 dated 26/09/2008** that the Second Property and adjacent Property was distributed among all the co-owners from Bhamre family by executing Partition Deed which was duly registered with Sub Registrar of Assurances, Bhiwandi, dated April 24, 2008 bearing no. BVD-2/2436/2008. As per the said Partition Deed Second Property and Third Property was apportioned to Mr. Mangalya Sardu Bhamre and others.



- 4.1.7** It appears from the **mutation entry no. 93 dated 07/07/2009** that Mr. Mangalya Sardu Bhamre had repaid entire loan to the Lonad Group Co-Operative Society Limited and accordingly charge of the said society was removed from the other rights column of the record of rights.
- 4.1.8** It appears from the **mutation entry no. 113 dated 27/06/2011** that Mr. Mangalya Sardu Bhamre had repaid entire loan to the Lonad Group Co-Operative Society Limited and accordingly charge of the said society was removed from the other rights column of the record of rights.
- 4.1.9** It appears from the **mutation entry no. 149 dated 27/10/2014** that the Tahsildar, Bhiwandi has granted permission under section 43 of Maharashtra (Bombay) Tenancy and Agricultural Lands Act, 1948 in respect of Second Property vide order number Tenancy/Section 43/SR 70/2014 dated July 30, 2014.
- 4.1.10** It appears from the **mutation entry no. 151 dated 27/10/2014** that Mr. Jaganath Sardu Bhamre through Power of Attorney holder Mr. Santosh Vasant Bhamre has executed Sale Deed in favour of Mr. Santosh Vasant Bhamre in respect of Second Property for admeasuring 400 square meters out of Second Property which is duly registered with Sub-Registrar of Assurances of Bhiwandi dated September 25, 2014 bearing no. BVD-1/7281/2014.
- 4.1.11** It appears from the **mutation entry no. 161 dated 09/11/2015** that Mr. Mangalya Sardu Bhamre and others have executed Development Agreement in favour of Suresh Haware, Proprietor of M/s. Haware Properties and



thereby assigned exclusive Development Rights in respect of area admeasuring 1200 square meters out of the Second Property and an area admeasuring 250 square meters out of the Third Property. The Said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3632/2015.

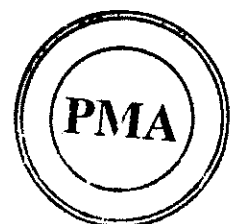
- 4.1.12 It appears from the **mutation entry no. 162 dated 09/11/2015** that Mr. Kashinath Dattu Bhamre and others have executed Development Agreement in favour of Suresh Haware, Proprietor of M/s. Haware Properties and thereby assigned exclusive Development Rights in respect of an area admeasuring 1440 square meters out of the Second Property. The Said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3624/2015.
- 4.1.13 It appears from the **mutation entry no. 164 dated 09/11/2015** that Mr. Jagannath Sardu Bhamre and others have executed Development Agreement in favour of Mr. Suresh Haware, Proprietor of M/s. Haware Properties and thereby assigned exclusive Development Rights in respect of an area admeasuring 400 square meters out of the Second Property and an area admeasuring 200 square meters out of the Third Property. The Said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3618/2015.
- 4.1.14 It appears from the **mutation entry no. 165 dated 09/11/2015** that Mr. Balaram Shivram Bhamre and others have executed Development Agreement in favour of Mr. Suresh Haware, Proprietor of M/s. Haware Properties and



thereby assigned exclusive Development Rights in respect of an area admeasuring 1050 square meters out of the Second Property and an area admeasuring 170 square meters out of the Third Property. The Said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3620/2015.

4.1.15 It appears from the **mutation entry no. 166 dated 09/11/2015** that Mr. Waman Budhaji Bhamre and others executed Development Agreement in favour of Mr. Suresh Haware, Proprietor of M/s. Haware Properties and thereby assigned exclusive Development Rights in respect of an area admeasuring 400 square meters out of the Second Property and an area admeasuring 450 square meters out of the Third Property. The Said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3639/2015.

4.1.16 It appears from the **mutation entry no. 167 dated 09/11/2015** that Mr. Nivrutti Appa Bhamre and others have executed Development Agreement in favour of Mr. Suresh Haware, Proprietor of M/s. Haware Properties and thereby assigned exclusive Development Rights in respect of share of Mr. Nivrutti Appa Bhamre, Mr. Vitthal Appa Bhamre, Smt. Bhagubai Appa Bhamre, Mrs. Bharti Jayram Patil and Mrs. Kanta Anil Pawar, which is an area admeasuring 1660 square meters out of the Second Property and an area admeasuring 750 square meters out of the Third Property. The Said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3616/2015.



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4.1.17 It appears from the **mutation entry no. 168 dated 09/11/2015** that Mr. Santosh Vasant Bhamre and others executed Development Agreement in favour of Mr. Suresh Haware, Proprietor of M/s. Haware Properties and thereby assigned exclusive Development Rights in respect of an area admeasuring 800 square meters out of the Second Property. The Said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3641/2015.

5. In respect of Search Report with the Sub-Registrar of Assurances.

Search Report for First to Third Property has been issued by Searcher Akshay Kinjale.

A. First Property: Search Report issued by Akshay Kinjale, Searcher, is based on search carried out in the office of The Sub-Registrar of Assurances at Bhiwandi I and II for the period of year 1986 to 2016 was placed before me.

- 1) Record for the year 1986, 1988, 1989 and 1991 is unavailable as the pages in the register are torn. No entries are recorded for the Years 1987, 1990, 1992 to 2014, 2016 (up to 28/05/2016).
- 2) Relevant transactions were recorded in the Year 2015.
- 3) Apart from the documents referred in the present title report, no other transactions are recorded for rest of the years from 1986 to May 28, 2016.

B. Second Property and Third Property: Search Report issued by Akshay Kinjale, Searcher, is based on search carried out in the office of The Sub-Registrar of Assurances



at Bhiwandi I and II for the period of year 1986 to 2016 was placed before me.

- 1) Record for the year 1986, 1988, 1989 and 1991 is unavailable as the pages in the register are torn. No entries are recorded for the Years 1987, 1990, 1992 to 2007, 2009 to 2012, 2016 (upto 28/05/2016).
- 2) Relevant transactions were recorded in the Years 2008, 2013 to 2015.
- 3) Apart from the documents referred in the present title report, no other transactions are recorded for rest of the years from 1986 to May 28, 2016.

6. In respect of Title Deeds:

6.1 In respect of Title Deeds of First Property:

I] Developers Title Deeds:

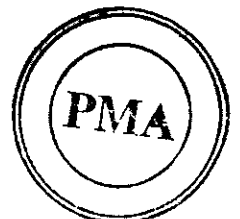
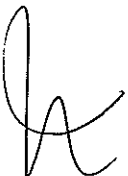
Development Agreement and Power of Attorney:

Mr. Kashinath Dattu Bhamre and others have executed Development Agreement in favour of Developer and the Said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-1/8803/2015 and simultaneously granted Power of attorney in favour of the Developer which is duly registered with Sub-Registrar of Assurances, Bhiwandi, at serial no. BVD-1/8804/2015.

6.2 In respect of Title Deeds of Second Property and Third Property:

I] Developers Title Deeds:

a. Development Agreement and Power of Attorney:



Mr. Nivrutti Appa Bhamre and others executed Development Agreement in favour of Developer and thereby assigned exclusive Development Rights in respect of share of Mr. Nivrutti Appa Bhamre, Mr. Vitthal Appa Bhamre, Smt. Bhagubai Appa Bhamre, Mrs. Bharti Jayram Patil and Mrs. Kanta Anil Pawar, which is an area admeasuring 1660 square meters out of the Second Property and an area admeasuring 750 square meters out of the Third Property. The said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3616/2015 and simultaneously granted Power of attorney in favour of the Developer which is duly registered with Sub-Registrar of Assurances, Bhiwandi, at serial no. BVD-2/3617/2015.

b. Development Agreement and Power of Attorney:

Mr. Jagannath Sardu Bhamre and others executed Development Agreement in favour of Developer and thereby assigned exclusive Development Rights in respect of share of Mr. Jagannath Sardu Bhamre, which is an area admeasuring 400 square meters out of the Second Property and an area admeasuring 200 square meters out of the Third Property. The said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3618/2015 and simultaneously granted Power of attorney in favour of the Developer which is duly registered with Sub-Registrar of Assurances, Bhiwandi, at serial no. BVD-2/3619/2015.



c. Development Agreement and Power of Attorney:

Mr. Balaram Shivram Bhamre and others executed Development Agreement in favour of Developer and thereby assigned exclusive Development Rights in respect of share of Mr. Balaram Shivram Bhamre, which is an area admeasuring 1050 square meters out of the Second Property and an area admeasuring 170 square meters out of the Third Property. The said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3620/2015 and simultaneously granted Power of attorney in favour of the Developer which is duly registered with Sub-Registrar of Assurances, Bhiwandi, at serial no. BVD-2/3621/2015.

d. Development Agreement and Power of Attorney:

Mr. Kashinath Dattu Bhamre and others executed Development Agreement in favour of Developer and thereby assigned exclusive Development Rights in respect of share of Mr. Kashinath Dattu Bhamre, which is an area admeasuring 1440 square meters out of the Second Property. The said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3624/2015 and simultaneously granted Power of attorney in favour of the Developer which is duly registered with Sub-Registrar of Assurances, Bhiwandi, at serial no. BVD-2/3625/2015.

e. Development Agreement and Power of Attorney:

Mr. Mangalya Sardu Bhamre and others executed Development Agreement in favour of Developer and thereby assigned exclusive Development Rights in respect of share of



Mr. Mangalya Sardu Bhamre, which is an area admeasuring 1200 square meters out of the Second Property and an area admeasuring 250 square meters out of the Third Property. The said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3632/2015 and simultaneously granted Power of attorney in favour of the Developer which is duly registered with Sub-Registrar of Assurances, Bhiwandi, at serial no. BVD-2/3633/2015.

f. Development Agreement and Power of Attorney:

Mr. Waman Budhaji Bhamre and others executed Development Agreement in favour of Developer and thereby assigned exclusive Development Rights in respect of share of Mr. Waman Budhaji Bhamre and Mr. Bemtya Budhaji Bhamre, which is an area admeasuring 400 square meters out of the Second Property and an area admeasuring 450 square meters out of the Third Property. The said Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3639/2015 and simultaneously granted Power of attorney in favour of the Developer which is duly registered with Sub-Registrar of Assurances, Bhiwandi, at serial no. BVD-2/3640/2015.

g. Development Agreement and Power of Attorney:

Mr. Santosh Vasant Bhamre and others executed Development Agreement in favour of Developer and thereby assigned exclusive Development Rights in respect of share of Mr. Santosh Vasant Bhamre, which is an area admeasuring 800 square meters out of the Second Property. The said



Development agreement is duly registered with the Sub-Registrar of Assurances, Bhiwandi at Serial no. BVD-2/3641/2015 and simultaneously granted Power of attorney in favour of the Developer which is duly registered with Sub-Registrar of Assurances, Bhiwandi, at serial no. BVD-2/3642/2015.

II] Other Antecedent Deeds:

a. Deed of Partition:

The Second Property and Third property was distributed among all the co-owners from Bhamre family by executing Partition Deed which was duly registered with Sub Registrar of Assurances, Bhiwandi, dated May 15, 2008 bearing no. BVD- 2/2436/2008. As per the said Partition Deed, Second Property and Third Property were apportioned to Mr. Mangalya Sardu Bhamre and others.

b. Sale Deed:

Mr. Jaganath Sardu Bhamre through Power of Attorney holder Mr. Santosh Vasant Bhamre has executed Sale Deed in favour of Mr. Santosh Vasant Bhamre in respect of Second Property for the area admeasuring 400 square meters out of Second Property which was duly registered with Sub-Registrar of Assurances of Bhiwandi dated September 25, 2014 bearing no. BVD-1/7281/2014.

7.

In respect of various permissions and sanctions:

Development Permission/Commencement Certificate:

It appears from the perusal of NA permission no. Mahsul/ k-1/Te-8/NP/Muthwal-Bhiwandi/SR-53/2015 dated April 12,



2016 that, the Collector Thane had passed permission for non-agricultural use of the Said Property and also sanctioned the building plan in pursuance of recommendation of Assistant Director Town Planning, Thane dated March 17, 2016. The Collector, Thane have sanctioned revised permission by letter dated July 08, 2016 Mahsul/kaksh-1/Te-8/ Sudharit NAP/ Muthwal-Bhiwandi/ SR-17/2016 and thereby sanctioned building plan for 8 buildings of ground and 4 upper floors, one building of ground + one upper floor and one bungalow of ground + one upper floor.

8. **Paper Notice:**

As a part of due diligence Advocate Sandeep M. Jadhav had published Notice inviting claims on April 06, 2015 in respect of First Property and on April 02, 2015 in respect of Second and Third Property in local Marathi newspaper namely Sakal.

Advocate Sandeep Jadhav has certified by letters dated April 22, 2015 that an objection to the said notice in respect of First Property was received from Advocate Bhushan T. Salvi on April 09, 2015 on behalf of his clients 1) Smt. Bhimabai Ashok Tare, 2) Smt. Sangambai Kashinath Pavashe and 3) Smt. Draupada Krushna kene that his clients are one of the co-owners of the First Property. However, subsequently the Said Claimants have withdrawn the objection and granted development rights in favour of the Developers. No other objection was received till the date of certification by Advocate Sandeep Jadhav.



9. Conclusion

- 9.1 On behalf of the Owner and Developer we have verified the title of the owner and rights of development of the developer to the Said Property on request of the developers to ascertain the status of the property.
- 9.2 I have perused the certified copies and plain copies of document of title relating to the property which are known to us to be relevant for the purpose of this report.
- 9.3 I have been provided search report with the Sub Registrar of Assurances for the period of 1986 to May 28, 2016. Therefore opinions and observations shall be qualified and restricted to the said period and also to the extent of availability of record only, as it appears that in some of the cases record unavailable.
- 9.4 The information given in this report arises from the examination of the searches and inquiries to the extent of documents provided for perusal which are attached herewith.
- 9.5 Prima facie, in my opinion that the Owners have clear title to the Said Property and the developers hold valid development rights in respect of the Said Property subject to terms and conditions of various agreements and permissions and sanctions mentioned herein.

Date: July 14, 2016

Place: Thane

For Prasanna Mate and Associates



Adv. Prasanna P. Mate

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