

**TITLE REPORT**

**TO WHOMSOEVER IT MAY CONCERN**

**THIS IS TO CERTIFY THAT** under the instructions of Developer M/s Puranik Builders Private Limited, 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 bearing Survey No 28 admeasuring 39860 Sq. Mtrs. Situated, laying and being at Village Bhushi, Taluka Maval, Dist. Pune, within the Registration Sub- District Lonavala and District Pune and more particularly described in the Schedule hereunder Written.(herein after referred as "**said property**")

**Following documents are perused :**

- A. 7/12 extracts.
- B. Relevant Mutation entries.
- C. Search Report
- D. Permission
- E. Title Deeds

**BRIEF HISTORY OF SAID PROPERTY :-** Survey No 28 admeasuring 39860 Sq. Mtrs.

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

1. **Current 7/12 extracts :** It appears from current 7/12 Extract dated 17/7/2017 that, the said Property is owned by Mr. Ghanshyam Vinayak Soparkar and Mr. Mahesh Suhas Padalkar.
2. **In respect of 50 years old 7/12 extracts :** It appears from 50 years old 7/12 extract that the said property was owned by Rangnath Janardhan Joshi & others.

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

1. It appears from Mutation Entry No. 75 dated 22/9/1947 that, Mr. Vithu Laxman Marathe and Chima Saya Marathe declared as protected Tenant of Mr. Rangnath Janardhan Joshi as per section 3A (2) of Bombay Tenancy Act.
2. It appears from Mutation Entry No. 86 dated 16/5/1949 that, Uma Devaji Marathe's name recorded in other right's column as a protected tenant
3. It appears from Mutation Entry No. 101 dated 28/9/1956 that, the name of Uma Devji Marathe was removed from the 7/12 extract.

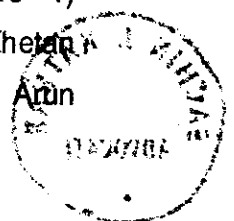


4. It appears from Mutation Entry No. 102 dated 28/9/1956 that, the name of Uma Devji Marathe was deleted as protected tenant from the said property as per the amended Tenancy Act of Mumbai Government.
5. It appears from Mutation Entry No. 142 dated 12/8/1957 that, the charge of Hira Sayaji Marwadi of mortgage in the other right column of said property is of more than 12 years there for name of Hira Sayaji Marwadi removed from other right column.
6. It appears from Mutation Entry No. 154 dated 1/5/1960 that, Vithu Laxman Marathe died on 3/12/1951. His legal heirs 1) Mrs. Thakubai Vithu Marathe (wife) 2) Subhava Vithu (Son) 3) Kanhu Vithu Marathe Son) and 4) Bawabai Narayan Mohir (Daughter) names were mutated as legal heirs to the said property along with other property.
7. It appears from Mutation Entry No. 173 dated 18/4/1964 that, the owner of the said property Mr. Rangnath Janardan Joshi is not traceable for the last more than 25 years. He was unmarried. Hence, the other co-sharer his Mother Mr. Jankibai Janardhan Joshi, uncle Dattatray Balawant Joshi, Ganesh Balwant Joshi and cousin Avinash and Shrinivas Jagannath Joshi given application for removing his name to record their name to the said property as per the application and statement there name recorded to the said property as per their share It appears from Mutation Entry No. 197 dated 26/4/1965 that, the order dated 23/12/1964 passed by Tahasildar Maval, in case No. MAGWS/64, Possession of the said property was taken from Tenant Subhana Vithu Marathe and others and handed over to owners Smt. Jankibai Janardhan Joshi and others on 13/1/1965.
8. It appears from the mutation entry no. 197 dated 26/4/1965 that, as per the order of Tahsildar in Tenancy case no. 61/64 dated 9/12/64, possession of the said property taken from the tenant Sujata Vithu Marathe and Chitra Sayaji Marathe and handed over to the land owner Jankibai Janardhan Joshi, Dattatray Balawant Joshi, Ganesh Balwant Joshi, Avinash and Shrinivas Jagannath Joshi before the panchas on 13/1/1965. There for name of tenant from other right column was removed.
9. It appears from Mutation Entry No. 202 dated 29/1/1966 that, Mr. Mohanlal Fakirchand Khetan purchase the said property along with other property from Dattatray Balwant Joshi and others 9. The purchase price is determine by the ALT and Mamlatdar Maval because purchaser is Tenant.
10. It appears from Mutation Entry No. 288 dated 2/1/1981 that, the Mr. Mohanlal Fakirchand Khetan died on 18/05/1976 leaving behind legal heirs 1) Mr.



Basantibai Fakirchand Khetan (Mother) 2) Mr. Kamala Mohanlal Khetan (Wife) 3) Mr. Chandrakant Mohanlal Khetan (Son) 4) Mr. Umakant Mohanlal Khetan (Son) and 5) Mrs. Sheela Mohanlal Khetan (Daughter).

11. It appears from Mutation Entry No. 304 dated 10/11/1981 that, as per the order of Tahasildar, Maval vide no. TMJ/1110/81 dated 25/9/1981 and Maharashtra Housing and Special Assistant, Bombay vide outward no. ADC/3580/42942/ Desk 6 dated 12/12/1980. The said land is vested to the Maharashtra Government for Public Housing Development Scheme and as per the order of Collector, Pune Desk No. PL/CR/1173 dated 18/9/1981 it is directed that the said land is handed over to the Pune Housing Development and Regional Development Board. Therefore the possession of the said land is handed over to the representative of Board and Panchanama is carried out. The name of Maharashtra Housing Board is recorded to the record of rights.
12. It appears from Mutation Entry No. 680 dated 25/5/2004 that, as per the letter of Tahasil Office, Maval Kra.Jamin/VShi/195/2004 alongwith letter of 1) Special Land Acquisition Officer No. 14 Pune Letter no. LAQ/Mhada/98 2) Collector/Collector Office (Revenue) Pune Letter No. PMA/KV/2930/ 2004. 3) Executive Engineer Housing Area Development Authority Letter No. MKam-1/Bhushi/19/2004 dated 4/1/2004. 4) Order in Writ Petition No. 4896/2003 dated 18/8/2003 of Bombay High Court. The said land is handed over to the State Government from the Maharashtra Housing Area Development Authority.
13. It appears from Mutation Entry No. 681 dated 25/5/2004 that, as per the letter of Tahasil Office, Maval Kra.Jamin/VShi/195/2004 dated 15/5/2004 alongwith letter of 1) Special Land Acquisition Officer No. 14 Pune Letter no. LAQ/Mhada/98 Pune 1 dated 25/2/2004. 2) Collector/Collector Office Letter No. PMA/KV/2930/2004 dated 21/2/2004. 3) Executive Engineer Housing Area Development Authority Letter No. MKam-Y/1 Lonavala/ 49/2004 dated 12/1/2004. 4) Order in Writ Petition No. 4896/2003 (in the mutation entry Writ Petition no. 4202/2003 is wrongly mentioned in the said mutation entry) of Bombay High Court. The said land is handed over to the original land owner Vasantibai Fakirchand Khetan & others from the State Government through Tahasildar.
14. It appears from Mutation Entry No. 684 dated 21/6/2004 that, Mrs. Vasantibai Fakirchand Khetan died on 31/8/1989 leaving behind legal heirs 1) Chandrakant Mohanlal Khetan (Grandson) 2) Umakant Mohanlal Khetan (Grandson) 3) Kamala Mohanlal Khetan (daughter-in-law) 4) Sheela Anan Bhartiya (Grand-daughter).



15. It appears from Mutation Entry No. 736 dated 27/7/2006 that, 1) Mr. Chandrakant Mohanlal Khetan, 2) Mr. Umakant Mohanlal Khetan and 3) Mrs. Sheela Arun Bhartiya released their right, title and interest in the said property in favour Mrs. Kamala Mohanlal Khetan vide Release deed dated 21/6/2006. The said release deed duly registered with the Sub-Registrar at Maval at Sr. No. LVL-02491-2006, on 21/6/2006.
16. It appears from Mutation Entry No. 764 dated 25/1/2007 that, the Kamal Mohanlal Khetan executed Conveyance Deed in favour of Ghanshyam Vinayak Soparkar and Mahesh Suhas Padalkar. The said conveyance deed executed on 23/1/2007 vide regd. no. 400/2007.

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

Search Report issued by Adv. Vaibhavi Ulkande for the period of year 1959 to 2010 (4/2/2010) and Mr. Akshay Kinjale for the period 2006 to 26/5/2017 placed before me and nothing found incriminating in that.

**D. In respect of various permissions and sanctions :**

1. Mr. M. F. Khetan put the plan for construction for residential purpose with the Collectorate Pune. The Collector Pune vide his Order dated 13/05/1967, sanctioned the plan under No. LND/WS/1/1275/67 for residential purposes. However, Mr. M. F. Khetan could not comply the terms and conditions put under the said order, and hence finally vide his letter dated 13/4/1970 bearing No. 154/2026 informed the Collector to cancel the order under which the layout plan has been approved. Accordingly Collector Pune vide his Order dated 20/3/1971, bearing No. LND/WS/I/936/71 cancelled the layout plan approved under Order No. LND/WS/I/1275/67 dated 13/5/1967.
2. The Owners put plan for construction of building. The Lonavala Municipal Council issued Commencement Certificate No. ENG/BP/107/09-10/2245 dated 3/2/2010.
3. Revised Commencement Certificate dated 23/9/2010 bearing No. ENG/BP/107/2009-10/+106/2010-11/1360 issued by Lonavala Municipal Council.
4. Non Agricultural Permission dated 10/10/2011 issued by Collector of Pune bearing No.PMA/NA/SR/257/10 in favour of Mr. Ghanashyam Vinayak Soparkar & Mr. Mahesh Suhas Padalkar in respect of S. No. 28 admeasuring 39860.00 Sq. Mtrs.
5. Lonavala Municipal Council extended the time for construction permission vide its letter No. LNP9/ENG/BP/107/09-10+106/10-11+124/2011-12/time extension/ 1596 dated 9/10/2013.



Add: 604, A Wing,  
Mahavir Exotica,  
Mogharpada, Ghodbunder Road,  
Thane - 400 615  
Mob No. 8879689716

*Sachin J. Katkar*

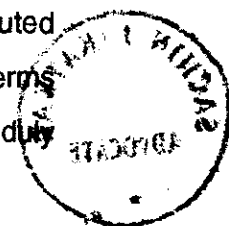
(Advocate)

Roll No. : Mah/1231/2000

6. Lonavala Municipal Council issued the Plinth Checking Certificate vide letter No. LNP9/ENG/BP/107/09-10+106/10-11+124/2011-12/time extension/1597 dated 9/10/2013.
7. Lonavala Municipal Council issued the Plinth Checking Certificate letter No. LNP9/ENG/BP/107/09-10+106/10-11+124/2011-12/3069 dated 10/3/2014.
8. Lonavala Municipal Council issued Part Occupation Certificate vide its No. ENG/BP/107/09-10+106/10-11+124/11-12/440 dated 30/5/2014.
9. Lonavala Municipal Council issued the Plinth Checking Certificate letter No. LNP9/ENG/BP/107/09-10+106/10-11+124/2011-12/979 dated 31/7/2014.
10. Lonavala Municipal Council Issued Part Occupation Certificate vide its No. ENG/BP/107/09-10+106/2010-11/574 dated 2/6/2015.

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

1. Dattatray Balwant Joshi and other 9 executed Sale Deed in favour of Mohanlal Fakirchand Khetan on 18/1/1966. The said deed is registered with the Sub-Registrar of Assurance, Maval Vide No. MVL-82/1966.
2. Chandrakant Mohanlal Khetan, Umakant Mohanlal Khetan and Sheela Arun Bhartiya released their right, title and interest in the said property in favour Mrs. Kamala Mohanlal Khetan vide Release deed dated 21/6/2006. The said release deed duly registered with the Sub-Registrar of Assurance, Maval at Sr. No. LVL-02491/2006, on 21/6/2006.
3. Mrs. Kamala Mohanlal Khetan conveyed the said property alongwith Survey No. 55/1 in favour of Mr. Ghanashyam Vinayak Soparkar and Mr. Mahesh Suhas Padalkar. The said Conveyance Deed duly registered with the Sub-Registrar at Maval at Sr. No. LVL-00400/2007 dated 23/1/2007.
4. Mr. Ghanashyam Vinayak Soparkar and Mr. Mahesh Suhas Padalkar executed in favour of Lonavala Municipal Council for the area 4481.85 Sq. Mtrs out of the said property which was reserved and earmarked in the Development Plan of the Lonavala Municipal Council for proposed Road widening on 4/1/2010. The said Agreement is duly registered with the Sub-Registrar at Maval at Sr. No. LVL-00056-2010.
5. Mr. Ghanashyam Vinayak Soparkar and Mr. Mahesh Suhas Padalkar executed Development Agreement in favour of Puranik Builders Pvt. Ltd. on the terms and conditions mentioned therein. The said Development Agreement is duly registered at Sr. LVL-3221-2010 dated 31/7/2010.



6. Simple Mortgage Deed dated 12/1/2012 executed by the PBPL mortgaging the said property to the Bank of India for term loan of Rs. 35,00,00,000/- (Rupees Thirty Five Crores only) on the terms and conditions therein contained. The said Simple Mortgage Deed is duly registered before Sub-Registrar of Assurance Lonavala at Sr. No. 173/2012 and Deed of Reconveyance executed on 5/3/2015 which is duly registered with the Sub-Registrar of Assurance, Lonavala at Sr. No. 793/2015.
7. Mr. Ghanashyam Vinayak Soparkar and Mr. Mahesh Suhas Padalkar through Power of Attorney Holder Shailesh Gopal Puranik and Puranik Builder Pvt. Ltd. executed Indenture of Mortgage in favour of SICOM Limited on 18/2/2015 mortgage the said property for term loan of Rs. 50,00,00,000/- (Rupees Thirty Five Crores only) on the terms and conditions therein contained. The said Indenture of Mortgage Deed is duly registered before Sub-Registrar of Assurance Lonavala at Sr. No. 589/2015. The said loan is repaid by the developer and SICOM Limited has released and reconveyed the said property to the Developer by Deed of Reconveyance dated 11/3/2016 duly registered with Sub-Registrar of Assurance, Lonavala at Sr. No. 932/2016.
8. Deed of Simple Mortgage Deed dated 15/1/2016 executed by the Puranik Builders Pvt. Ltd. mortgaging the said property to the Tata Capital Housing Finance Limited for term loan of Rs. 50,00,00,000/- (Rupees Fifty Crores only) on the terms and conditions therein contained. The said Deed of Simple Mortgage Deed is duly registered before Sub-Registrar of Assurance Lonavala at Sr. No. 173/2016.

**Encumbrances :**

Deed of Simple Mortgage Deed dated 15/1/2016 executed by the Puranik Builders Pvt. Ltd. mortgaging the said property to the Tata Capital Housing Finance Limited for term loan of Rs. 50,00,00,000/- (Rupees Fifty Crores only) on the terms and conditions therein contained. The said Deed of Simple Mortgage Deed is duly registered before Sub-Registrar of Assurance Lonavala at Sr. No. 173/2016.

**Before issue this title certificate I have presumed following things:-**

1. I have presumed that the documents as shown to me are final and have not been amended or modified in any manner.
2. 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.
3. 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



Add: 604, A Wing,  
Mahavir Exotica,  
Mogharpada, Ghodbunder Road,  
Thane - 400 615  
Mob No. 8879689716

**Sachin J. Katkar**  
(Advocate)  
Roll No. : Mah/1231/2000

substantiated by their conduct despite provisions in the aforementioned documents to the contrary;

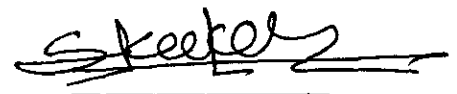
4. I have not taken search in the court for litigation regarding the said property. This opinion does not cover any litigation, suits etc. filed in any court in respect of the said property except the details of litigation disclosed in the report which is provided by the developer.
5. All information including documents that has been supplied to me has been accepted as being correct unless otherwise stated.
6. 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.
7. I have not invited objection for issue of Title Certificate in the news paper.
8. 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 mortgage of Tata Capital Housing Finance Limited, 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.

Date- 17/7/2017



  
Sachin J. Katkar  
Advocate