Ganesh Mahesh More, B.A., LL. B., Advocate, High Court.

Off: 401, Thane Vastushilpa,

Off Edulji Road, Near Tembhi Naka,

Charai, Thane (W) - 400601.

(for Correspondence)

Tel: 25395678 / 9768252518.

#### TITLE REPORT

# TO WHOMSOEVER IT MAY CONCERN

1. NAME OF OWNERS : ROYALE URBANSPACE LLP

Through its Partner,

Mr. Bimal Madhukant Selarka
Office Address: Room No. 4,
Rameshwar Building,
Vallabhbaug Lane, Near HDFC

Bank, Ghatkopar (E), Mumbai -

400077.

## 2. DESCRIPTION OF THE PROPERTY:

All that pieces and parcels of land bearing Gut No. 183 admeasuring 19000 square meters lying, being and situate at Village Kalambhe, Taluka Shahapur and District Thane, within the Registration District and Sub - District of Thane and also within the limits of Borsheti - Kalambhe Grampanchayat (hereinafter referred to as "Said Property").

# 3. LIST OF DOCUMENTS PERUSED:

- **3.1** Current 7/12 extracts
- **3.2** 7/12 extracts for last 50 years

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- 3.3 Relevant Mutation entries
- 3.4 Search Report
- 3.5 Antecedents Title Deeds
- 3.6 Owners Title Deeds
- 3.7 Permissions and Orders, if any

#### 4. OBSERVATIONS:

# 4.1 In respect of 7/12 extracts:

It appears from 7/12 extract that, Said Property was originally owned by Govind Narayan Kirpan and presently owned by Royale Urban Space LLP, through its Partner Mr. Bimal Madhukant Selarka.

# 4.2 In respect of 6 D Mutation Entries:

- 4.2.1 It appears from the perusal of Mutation Entry No. 1 dated 13/02/1991 that Gut Scheme was implemented under The Bombay Prevention of Fragmentation and Consolidation of Holdings Act, 1947.
- 4.2.2 It appears from the perusal of Mutation Entry No. 517 dated 28/03/2011 that Govind Narayan Kirpan through power of attorney holder Milind Madhukar Bhoir have conveyed and transferred the Said Property in favour of Mr. Milind Madhukar Bhoir by executing Deed of Conveyance dated March 24, 2011, which is duly registered with the Sub Registrar of Assurances, Shahapur at serial no. SHP/1648/2011.
- 4.2.3 It appears from the perusal of Mutation Entry No. 567 dated 20/09/2012 that Mr. Milind Madhukar Bhoir have conveyed and transferred the Said Property in favour of

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Owners by executing Sale Deed dated September 18, 2012, which is duly registered with the Sub Registrar of Assurances, Shahapur under serial no. SHP/6934/2012.

# 4.3 In respect of Search Report with the Sub-Registrar of Assurances:

Search Report issued by Dayanand Sudam Choudhari, Searcher, in the office of The Sub-Registrar of Assurances, Kalyan, Shahapur and Murbad for the period of year 1983 to 2012 was placed before me.

- 1) No entries are recorded for the Years 1983 to 2010.
- 2) Relevant transactions were recorded in the Year 2011 and 2012.
- 3) Apart from the agreements mentioned in the present title report, no other transactions are traced during the years from 1983 to 2012.

# 4.4 In respect of various permissions and sanctions:

# 4.4.1 In respect of Permission of Non-agricultural use:

The Hon'ble Collector of Thane has sanctioned permission for Non Agricultural use of the Said Property by order bearing no. MAHSUL/K-1/TE.11/NAP/Kalambhe/SR-121/2012 dated August 14, 2012 and revised order-bearing no. MAHSUL/K-1/TE.11/NAP/Kalambhe/SR-03/2016 dated July 07, 2017.

# 4.4.2 In respect of Sanctioned Layout Plan/Building Plan:

The Assistant Director, Town Planning, Thane has sanctioned layout plan under order bearing no. Ja. Kra. Bishep/Bamp/ Village Kalambhe/Ta. Shahapur/Sasanthane/1108 dated May 16, 2012.

The Assistant Director, Town Planning, Thane has sanctioned revised layout plan under order bearing no. Ja. Kra. Bishep/Bamp/Village Kalambhe/Ta. Shahapur/Sasanthane/ 207 dated February 08, 2017.

# 4.5 In respect of Title Deeds:

#### Owners Title Deeds:

# a. Agreement for Sale

Govind Narayan Kirpan through power of attorney Mr. Milind Madhukar Bhoir has agreed to convey and transfer the Said Property in favour of Mr. Milind Madhukar Bhoir by executing Agreement for Sale dated March 07, 2011 which is duly registered with the Sub Registrar of Assurances, Shahapur at serial no. SHP/1324/2011.

## b. Deed of Conveyance:

Govind Narayan Kirpan have conveyed and transferred the Said Property in favour of Mr. Milind Madhukar Bhoir by executing Deed of Conveyance dated March 24, 2011, which is duly registered with the Sub Registrar of Assurances, Shahapur at serial no. SHP/1648/2011.

#### c. Agreement for Sale

Mr. Milind Madhukar Bhoir has agreed to convey and transfer the Said Property in favour of Owners by executing

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Agreement for Sale dated June 24, 2011 which is duly registered with the Sub Registrar of Assurances, Shahapur at serial no. SHP/3318/2011.

#### d. Sale Deed:

Mr. Milind Madhukar Bhoir have conveyed and transferred the Said Property in favour of Royal Urbanspace LLP through its partner Mr. Bimal Madhukant Silaraka, by executing Sale Deed dated September 18, 2012, which is duly registered with the Sub Registrar of Assurances, Shahapur under serial no. SHP/6934/2012.

## 5. DETAILS OF ENCUMBRANCES:

#### Mortgage Deed:

M/s. Royale Urbanspace LLP has executed Mortgage Deed dated December 28, 2015 in favour of Edelweiss Housing Finance Limited, which is duly registered with the sub Registrar of Assurances, Shahapur at serial no. 6268/2015.

#### 6. CONCLUSION:

- **6.1** On behalf of the owners I have investigated the title of the said property on request of the owners to ascertain the status of the property.
- 6.2 I have perused the copies of the document submitted to me.

6.3 I have been provided search report of the Index II Register with the Sub Registrar of Assurances for the period of 1983 to 2012. Therefore opinions and observations shall be qualified and restricted to the said period and also to the extent of availability of record only.

**6.4** 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.

**6.5** The property is free hold in nature.

6.6 Prima facie it appears that title of the Owners of Said Property is clear and marketable and the Owners are entitle to Develop Said Property subject to

> Compliance of various terms and conditions of sanctions and permissions granted by various authorities,

> • Timely re-payment of Project Finance granted by Edelweiss Housing Finance Limited.

Place: Thane

Date: 31/07/2017

Ganesh Mahesh More Advocate