

Dinesh Ghadge

Advocate

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Date: 14.05.2019

SEARCH & TITLE REPORT

TO WHOMSOEVER IT MAY CONCERN

1. NAME OF THE TITLE HOLDER :

M/s. Yashashri Group

2. DESCRIPTION OF THE PROPERTY:

A) All that piece and parcel of land admeasuring about 1000 sq. mtr. out of Gat No. 169, village Dudulgaon, Taluka Haveli, within the limits of Pimpri Chinchwad Municipal Corporation, District Pune and which land is bounded as follows:

On or towards East : By Gat No. 159
On or towards South : By Gat No. 170
On or towards West : By Remaining Land of Gat No. 169 and 12 mtr. D.P. Road
On or towards North : By Gat No. 168 and D.P. Road

B) All that piece and parcel of land admeasuring about 1118 sq. mtr. out of Gat No. 169, village Dudulgaon, Taluka Haveli, within the limits of Pimpri Chinchwad Municipal Corporation, District Pune and which land is bounded as follows:

On or towards East : By Remaining Land of Gat No. 169
On or towards South : By Gat No. 170
On or towards West : By 12 mtr. D.P. Road and Gat No. 168
On or towards North : By 12 mtr. D.P. Road and Gat No. 168

C) All that piece and parcel of land admeasuring about 2200 sq. mtr. out of Gat No. 170, village Dudulgaon, Taluka Haveli, within the limits of Pimpri Chinchwad Municipal Corporation, District Pune and which land is bounded as follows:

On or towards East : By Gat No. 159 & 158 Property of Mr. Chandrakant Talekar
On or towards South : By Gat No. 171 property of Mr. Chindhu Vahile
On or towards West : By Remaining Land of Gat No. 170
On or towards North : By Property of Yashashree Group

D) All that piece and parcel of land admeasuring about 2800 sq. mtr. out of Gat No. 170, village Dudulgaon, Taluka Haveli, within the limits of Pimpri Chinchwad Municipal Corporation, District Pune and which land is bounded as follows:

On or towards East : By Remaining Land of Gat No. 170
On or towards South : By Gat No. 171 Property of Mr. Chindhu Vahile
On or towards West : By Remaining Land of Gat No. 170 and 12 mtr. D.P. Road
On or towards North : By Property of Mr. Anant Vahile and others.

(Hereinafter called and referred to as the 'said land' for the sake of brevity and convenience)

3. DOCUMENTS SUPPLIED FOR SCRUTINY (PHOTOCOPY):

- 3.1 Release Deed dated 18/07/2017 which is duly registered in the office of the Sub Registrar Haveli No. 17, at serial no. 5983/2017 by Mrs. Jayvanta Maruti Mungase and others in favour of Mr. Kaluram Laxman Vahile, Mr. Gopinath Laxman Vahile



- 3.2 Release Deed dated 19/01/2018 which is duly registered in the office of the Sub Registrar Haveli No. 25, at serial no. 887/2018 by Muktabai Nathu Gaikwad through legal heirs Mr. Raju Nathu Gaikwad and others in favour of Mr. Yashwant Ramchandra Vahile and Others.
- 3.3 Development Agreement dated 22.06.2018, which is duly registered in the office of the Sub Registrar Haveli No. 18, at serial no. 8044/2018 by Mr. Anant Dnyaneshwar Vahile and others in favour of M/s. Yashashri Group.
- 3.4 Power of Attorney dated 22.06.2018, which is duly registered in the office of the Sub Registrar Haveli No. 18, at serial no. 8045/2018 by Mr. Anant Dnyaneshwar Vahile and others in favour of M/s. Yashashri Group.
- 3.5 Sale Deed dated 22.06.2018, which is duly registered in the office of the Sub Registrar Haveli No. 18, at serial no. 8042/2018 by Mr. Anant Dnyaneshwar Vahile and others in favour of M/s. Yashashri Group.
- 3.6 Power of Attorney dated 22.06.2018, which is duly registered in the office of the Sub Registrar Haveli No. 18, at serial no. 8043/2018 by Mr. Anant Dnyaneshwar Vahile and others in favour of M/s. Yashashri Group.
- 3.7 Development Agreement dated 21.08.2018, which is duly registered in the office of the Sub Registrar Haveli No. 25, at serial no. 12847/2018 by Mr. Kaluram Laxman Vahile and others in favour of M/s. Yashashri Group.
- 3.8 Power of Attorney dated 21.08.2018, which is duly registered in the office of the Sub Registrar Haveli No. 25, at serial no. 12848/2018 by Mr. Kaluram Laxman Vahile and others in favour of M/s. Yashashri Group.
- 3.9 Development Agreement dated 21.08.2018, which is duly registered in the office of the Sub Registrar Haveli No. 25, at serial no. 12849/2018 by Mr. Kaluram Laxman Vahile and others in favour of M/s. Yashashri Group.
- 3.10 Power of Attorney dated 21.08.2018, which is duly registered in the office of the Sub Registrar Haveli No. 25, at serial no. 12850/2018 by Mr. Kaluram Laxman Vahile and others in favour of M/s. Yashashri Group.

4. FLOW OF TITLE:

Gat No. 169 admeasuring about 21.18R

- 4.1 That the land admeasuring about 2300 sq. mtr. bearing Gat No. 169 belonged to Mr. Narayan Rama Vahile (8 Anna) and Mr. Bhaguji Rama Vahile (8 Anna) prior to the year 1970.
- 4.2 That thereafter the said Mr. Bhaguji Rama Vahile died on 15.02.1970 leaving behind Mr. Dnyanoba alias Dnyaneshwar Bhaguji Vahile (son), Mrs. Tarabai Bhagwanta Pawar (daughter), Mrs. Savita Keru Lokhande (daughter) and Mrs. Saibai Bhaguji Vahile (widow) as legal heirs. According to Jabab of Mrs. Tarabai Bhagwanta Pawar and Mrs. Savita Keru Lokhande name not mutated on 7/12 extract. In furtherance of the same name of Mr. Dnyanoba Bhaguji Vahile was mutated on the 7/12 extract vide Mutation Entry No. 42.
- 4.3 That thereafter the said Mr. Narayan Rama Vahile leaving behind Mr. Namdeo Narayan Vahile (son) and Mrs. Vithabai Dagadu Avghade (daughter) as his legal heirs. In furtherance of the their names were mutated on 7/12 Extract, vide Mutation Entry No. 208. However the aforesaid mutation entry is not verified.
- 4.4 That thereafter said Mrs. Vithabai Dagadu Avghade released share in the aforesaid land in favour of Mr. Namdeo Narayan Vahile, vide Release Deed dated 30.04.2009, which is duly registered in the office of the Sub Registrar Haveli No. 14, at serial no. 1729/2009.



furtherance of the same their names were deleted from the 7/12 extract vide Mutation Entry No. 1025.

- 4.5 That Mr. Dnyanoba alias Dnyaneshwar Bhaguji Vahile and Mr. Narayan Rama Vahile have handed over land admeasuring about 182 sq. mt. to Pimpri Chinchwad Municipal Corporation, for road widening, vide Possession Deed dated 02.01.2015, which is duly registered in the office of the Sub Registrar Haveli No. 5, at serial no. 131/2015. In furtherance of the same name of Pimpri Chinchwad Municipal Corporation is mutated on the 7/12 extract vide Mutation Entry No. 2366.
- 4.6 That dispute had arose between Mr. Dnyanoba alias Dnyaneshwar Bhaguji Vahile and Mr. Namdeo Narayan Vahile pertaining to the aforesaid land. In furtherance of the same the said Mr. Dnyanoba Bhaguji Vahile had filed Regular Civil Suit No. 355/2016. That thereafter the aforesaid dispute was compromised between the parties vide order dated 28.07.2017. In furtherance of the same land admeasuring about 1059 sq. mtr. out of the Gat No. 169 came to the share of Mr. Anant Dnyaneshwar Vahile and land admeasuring about 1059 sq. mtr. out of the Gat No. 169 came to the share of Mr. Sandip Dnyaneshwar Vahile. Accordingly their names were mutated on the 7/12 extract vide Mutation Entry No. 2719.
- 4.7 That thereafter the said Mr. Anant Dnyaneshwar Vahile for self and as a guardian Master. Abhishekh Anant Vahile and Master. Soham Anant Vahile, Mrs. Suvarna Anant Vahile, Mr. Sandip Dnyaneshwar Vahile, Mrs. Shital Sandip Vahile, Mr. Dnyaneshwar Bhaguji Vahile and Mrs. Shakuntala Dnyaneshwar Vahile sold the land admeasuring about 1000 sq. mtr. out of the Gat No. 169 to M/s. Yashashri Group, vide Sale Deed dated 22.06.2018, which is duly registered in the office of the Sub Registrar Haveli No. 18, at serial no. 8042/2018 and Power of Attorney dated 22.06.2018, which is duly registered in the office of the Sub Registrar Haveli No. 18, at serial no. 8043/2018.
- 4.8 That thereafter the said Mr. Anant Dnyaneshwar Vahile for self and as a guardian Master. Abhishekh Anant Vahile and Master. Soham Anant Vahile, Mrs. Suvarna Anant Vahile, Mr. Sandip Dnyaneshwar Vahile, Mrs. Shital Sandip Vahile, Mr. Dnyaneshwar Bhaguji Vahile and Mrs. Shakuntala Dnyaneshwar Vahile assigned development rights of the land admeasuring about 1118 sq. mtr out of the Gat No. 169 to M/s. Yashashri Group, vide Development Agreement dated 22.06.2018, which is duly registered in the office of the Sub Registrar Haveli No. 18, at serial no. 8044/2018 and Power of Attorney dated 22.06.2018, which is duly registered in the office of the Sub Registrar Haveli No. 18, at serial no. 8045/2018.
- 4.9 That in consideration of the aforesaid Development Agreement the said M/s. Yashashri Group agreed to allot 6867 sq. mtr. constructed Residential Area and 400 sq. mtr. constructed Commercial Area in favour of aforesaid land owners.
- 4.10 That in the aforesaid manner M/s. Yashashri Group acquired development rights of part of the said land and has become absolute owner of the remaining part of the said land.

Gat No. 170 admeasuring about 50R

- 4.11 That the land admeasuring about 10900 sq. mtr. bearing Gat No. 170 belonged to Mr. Laxman Tukaram Vahile (8 Anna) and Mr. Ramchandra Tukaram Vahile (8 Anna) prior to the year 1970.
- 4.12 That thereafter the said Mr. Laxman Tukaram Vahile died on 04.08.1989 leaving behind Mr. Kaluram Laxman Vahile (son), Mr. Gopinath Laxman Vahile (son), Mrs. Jayvanta Maruti Mungase (daughter), Mrs. Rukminibai Dnyaneshwar Havaladar (daughter), Mrs. Indubai Kaluram Deshmukh (daughter), Mrs. Samindra Vitthal Botre (daughter) and Smt. Shantabai Laxman Vahile (widow) as legal heirs. In furtherance of the same their names were mutated on 7/12 extract vide Mutation Entry No. 236.



- 4.13 That thereafter the said Mr. Ramchandra Tukaram Vahile died on 05.06.1982 leaving behind Mr. Yashwant Ramchandra Vahile (son), Mr. Shivaji Ramchandra Vahile (son), Mrs. Muktabai Nathuji Gaikwad (daughter) and Smt. Bhagubai Ramchandra Vahile (widow) as legal heirs. In furtherance of the same their names were mutated on 7/12 extract vide Mutation Entry No. 284.
- 4.14 That thereafter the said Mrs. Muktabai Nathuji Gaikwad died on 17.12.2006 leaving behind Mr. Raju Nathu Gaikwad (son), Mr. Sahdeo Nathu Gaikwad (son), Mr. Arjun Nathu Gaikwad (son) and Mrs. Manisha Manohar Dhore (daughter) as legal heirs. In furtherance of the same their names were mutated on other rights column of 7/12 extract vide Mutation Entry No. 1675.
- 4.15 That thereafter the said Mr. Shivaji Ramchandra Vahile died on 16.10.1999 leaving behind Mr. Ashok Shivaji Vahile (son) and Smt. Indubai Shivaji Vahile (widow) as legal heirs. In furtherance of the same their names were mutated on the 7/12 extract vide Mutation Entry No. 2122.
- 4.16 That thereafter the said Mr. Arjun Nathu Gaikwad died on 08.06.2013, leaving behind Mr. Abhinav Arjun Gaikwad (son), Miss. Chitra Arjun Gaikwad (daughter) and Miss. Prajakta Arjun Gaikwad (daughter) as legal heirs. In furtherance of the same their names were mutated on the 7/12 extract vide Mutation Entry No. 2202.
- 4.17 That thereafter the said Smt. Shantabai Laxman Vahile died on 28.07.2013 leaving behind Mr. Kaluram Laxman Vahile (son), Mr. Gopinath Laxman Vahile (son), Mrs. Jayvanta Maruti Mungase (daughter), Mrs. Rukminibai Dnyaneshwar Havaladar (daughter), Mrs. Indubai Kaluram Deshmukh (daughter) and Mrs. Samindra Vitthal Botre (daughter). In furtherance of the same the name of said Smt. Shantabai Laxman Vahile deleted from the 7/12 extract vide Mutation Entry No. 2603.
- 4.18 That thereafter the said Smt. Bhagubai Ramchandra Vahile died on 30.04.2011 leaving behind Mr. Yashwant Ramchandra Vahile (son), Mr. Ashok Shivaji Vahile (Grandson), Smt. Indubai Shivaji Vahile (daughter in law), Mr. Raju Nathu Gaikwad (Grandson), Mr. Sahdeo Nathu Gaikwad (Grandson), Miss. Chitra Arjun Gaikwad (Great Granddaughter), Mr. Abhinav Arjun Gaikwad (Great Grandson) and Miss. Prajakta Arjun Gaikwad (Great Granddaughter) (daughter) as legal heirs. In furtherance of the same their names were mutated on the 7/12 extract vide Mutation Entry No. 2676.
- 4.19 That thereafter said Mrs. Jayvanta Maruti Mungase, Mrs. Rukminibai Dnyaneshwar Havaladar, Mrs. Indubai Kaluram Deshmukh, Mrs. Samindra Vitthal Botre released share in the aforesaid land in favour of Mr. Kaluram Laxman Vahile and Mr. Gopinath Laxman Vahile, vide Release Deed dated 18.08.2017, which is duly registered in the office of the Sub Registrar Haveli No. 17, at serial no. 5983/2017. In furtherance of the same their names were deleted from the 7/12 extract vide Mutation Entry No. 2694.
- 4.20 That thereafter said Mr. Raju Nathu Gaikwad, Mr. Sahdeo Nathu Gaikwad, Mrs. Manisha Manohar Dhore, Late. Arjun Nathu Gaikwad through his legal heirs Mr. Abhinav Arjun Gaikwad through natural guardian and for self Mrs. Chitra Arjun Gaikwad and Mrs. Prajakta Arjun Gaikwad released share in the aforesaid land in favour of Mr. Yashwant Ramchandra Vahile and Late. Shivaji Ramchandra Vahile through his legal heirs Mr. Ashok Shivaji Vahile and Smt. Indubai Shivaji Vahile, vide Release Deed dated 19.01.2018, which is duly registered in the office of the Sub Registrar Haveli No. 25, at serial no. 887/2018. In furtherance of the same their names were deleted from the 7/12 extract vide Mutation Entry No. 2728.
- 4.21 That the said Mr. Kaluram Laxman Vahile, Mrs. Alka Kaluram Vahile, Mr. Sambhaji Kaluram Vahile, Mrs. Varsha Dnyaneshwar Deshmukh, Mrs. Sharmila alias Urmila Haribhau Bavale, Mrs. Sapana Ramdas Sawant and Mr. Gopinath Laxman Vahile, with the consent of Mr. Yashwant Ramchandra Vahile, Mrs. Hausabai Yashwant Vahile, Mr. Tanaji Yashwant Vahile, Mrs. Bharati Tanaji Vahile, Mr. Rakesh Tanaji Vahile for self and through natural guardian of



Ridhanya, Mrs. Pooja Rakesh Vahile, Mr. Akshay Taanaji Vahile, Mrs. Reshama Ramesh Thakur, Mr. Satyavan Yashwant Vahile, Mrs. Sangita Satyavan Vahile, Mr. Aditya Satyavan Vahile, Mr. Avinash Satyavan Vahile, Mr. Nitin Yashwant Vahile for self and through natural guardian of Nitika and Nitisha, Mrs. Dipali alias Asha Vahile, Mrs. Sangita Bharat Gavade, Mrs. Indubai Shivaji Vahile, Mr. Ashok Shivaji Vahile for self and through natural guardian of Aryan and Hrushikesh and Mrs. Sapana Ashok Vahile assigned development rights of land admeasuring about 22R in favour of M/s. Yashashri Group vide Development Agreement dated 21.08.2018, which is duly registered in the office of the Sub Registrar Haveli No. 25, at serial no. 12847/2018 and Power of Attorney dated 21.08.2018, which is duly registered in the office of the Sub Registrar Haveli No. 25, at serial no. 12848/2018.

- 4.22 That in consideration of the aforesaid Development Agreement the said M/s. Yashashri Group agreed to allot 14300 sq.ft constructed Residential Area in favour of aforesaid land owners.
- 4.23 That the said Mr. Yashwant Ramchand Vahile, Mrs. Hausabai Yashwant Vahile, Mr. Tanaji Yashwant Vahile, Mrs. Bharati Tanaji Vahile, Mr. Rakesh Tanaji Vahile for self and through natural guardian of Ridhanya, Mrs. Pooja Rakesh Vahile, Mr. Akshay Taanaji Vahile, Mrs. Reshama Ramesh Thakur, Mr. Satyavan Yashwant Vahile, Mrs. Sangita Satyavan Vahile, Mr. Aditya Satyavan Vahile, Mr. Avinash Satyavan Vahile, Mr. Nitin Yashwant Vahile for self and through natural guardian of Nitika and Nitisha, Mrs. Dipali alias Asha Vahile, Mrs. Sangita Bharat Gavade, Mrs. Indubai Shivaji Vahile, Mr. Ashok Shivaji Vahile for self and through natural guardian of Aryan and Hrushikesh, Mrs. Sapana Ashok Vahile, Mr. Kaluram Laxman Vahile, Mrs. Alka Kaluram Vahile, Mr. Sambhaji Kaluram Vahile, Mrs. Varsha Dnyaneshwar Deshmukh, Mrs. Sharmila alias Urmila Haribhau Bavale, Mrs. Sapana Ramdas Sawant and Mr. Gopinath Laxman Vahile assigned development rights of land admeasuring about 28R in favour of M/s. Yashashri Group vide Development Agreement dated 21.08.2018, which is duly registered in the office of the Sub Registrar Haveli No. 25, at serial no. 12849/2018 and Power of Attorney dated 21.08.2018, which is duly registered in the office of the Sub Registrar Haveli No. 25, at serial no. 12850/2018.
- 4.24 That in consideration of the aforesaid Development Agreement the said M/s. Yashashri Group agreed to allot 16250 sq.ft constructed Residential Area in favour of aforesaid land owners.
- 4.25 That thereafter the said partition took place between Mr. Kaluram Laxman Vahile, Mr. Gopinath Laxman Vahile, Mr. Yashwant Ramchandra Vahile, Mr. Ashok Shivaji Vahile and Smt. Indubai Shivaji Vahile vide Partition Deed dated 20.08.2018, which is duly registered in the office of the Sub Registrar Haveli No. 25, at Serial No. 12856/2018. In furtherance of the same land admeasuring about 54.50 came to the share of Mr. Kaluram Laxman Vahile, land admeasuring about 27.25 came to the share of Mr. Yashwant Ramchandra Vahile and land admeasuring about 27.25 came to the share of Mr. Ashok Shivaji Vahile and Smt. Indubai Shivaji Vahile. Accordingly their name were mutated on 7/12 extract vide Mutation Entry No. 2796.
- 4.26 That in the aforesaid manner M/s. Yashashri Group acquired development rights of aforesaid land.

5. SEARCH:

I have caused to be taken online search of the Index II pertaining to the said land in the office of Sub-Registrar Haveli Nos. 5, 14, 17, 18 and 25 for the last 30 years on the date of Search Receipt.

6. ASSUMPTIONS:

- 6.1 The Individuals who have executed the documents referred in the Title Report were at that time legally competent to enter into a contract as per the provisions of The Indian Contract Act, 1972.



- 6.2 Other than specifically stated herein there are no amendments to the documents that were perused for the purpose of this opinion.
- 6.3 The consideration agreed for the development of the said land was adequate and in fact fully complied with.
- 6.4 The signature on the documents are the signatures of the Executants so signing the document and that no fraud or mistake has been committed while executing the documents.
- 6.5 The amount of Stamp Duty and Registration Fees paid on the documents are accurate and adequate in all respects and that all these documents have been validly executed and registered as required by the Law at the time of execution and registration thereof.
- 6.6 The Photocopies of the document provided to us for our perusal are the same as the originals.
- 6.7 In cases where no documents were forthcoming and in respect of which information was provided by the Developer, we have assumed that such information is factually correct.
- 6.8 In cases where any person/s has/have signed any documents in a representative capacity claiming therein to be partner of any partnership firm, Power of Attorney holder we have assumed that such information is factually correct.
- 6.9 All the persons whose signatures were required in order to validly and effectively transfer the said land had in fact signed such documents.

7. DISCLAIMERS :

- 7.1 As the revenue records are written in Marathi language, hence we have understood its contents and interpreted the same as it is interpreted in normal legal parlance.
- 7.2 Unless specifically mentioned otherwise, the documents perused by us and mentioned in this opinion are photocopies.
- 7.3 The defined terms and expressions are solely for the ease of reading and understanding this opinion.
- 7.4 It is informed to me that, the documents supplied for scrutiny are genuine and as per the originals and there are no other transactions and/or litigations pertaining to the said property barring the aforesaid, relying upon the same, I have issued the present opinion. I restrict my investigation to verify the title on the available documents and information only. Other there are adverse transactions pertaining to the said flat barring the aforesaid, the documents mentioned herein no other document including the revenue record of previous years have been provided to us for our perusal.
- 7.5 This opinion is addressed to the Developer alone. This opinion may not be furnished, quoted or relied on by any person or entity others than the Developer for any purpose without our prior written consent.
- 7.6 We have not carried out any searches in any court and have presumed that there is no pending litigation, proceedings, enquiry etc. before any court of law, tribunal, etc. in respect of the said land.

8. MISCELLANEOUS :

In no event shall we or myself individually, be liable for any consequential, special, incidental, punitive loss, damage or expenses including without limitation, lost profit, loss of opportunity costs and such like costs to any person, firm, bank or corporation whatsoever and



maximum liability upon us in relation to the issuance of the present opinion in respect of the said land shall be limited to 30% of the fees received.

9. OPINION:

Relying that the documents supplied for scrutiny are genuine and as per the originals, I am of the opinion that M/s. Yashashri Group has acquired development rights of part of the said land and became absolute owner of the remaining part of the said land and title of the said land is clean, clear, marketable and free from encumbrances.

