

AJAY GADEGAONKAR

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Re: Sub-Plot bearing No.13,
admeasuring 6596 sq.ft.
approximately from and out of
final plot No.375 Town
Planning Scheme No.3,
Bhawani Peth, Pune.

Mr. Ashish Shivcharan Khara
VENDOR

M/s Urban Realty
Through its Partners
Mr. Archis Anil Annachhatre
&
Mr. Pritam Rajendra
Mandlecha

SEARCH & TITLE REPORT

I have perused all the relevant documents, in respect of the subject matter of the property and also taken search from the Office of Sub-Registrars for the last 30 years, commencing from 1988 to 2018, with the assistance of Advocate Nilesh Dagade, and my findings are as under :

1) **TITLE:**

Sub-Plot bearing No.13, admeasuring 6596 sq.ft. approximately from and out of final plot No.375 Town Planning Scheme No.3, Bhawani Peth, Pune, more particularly described in Schedule hereunder written, was absolutely seized, owned and possessed by Mr. Sardar Haribajansingh Mehtabsingh & others. Said Mr. Sardar Haribajansingh Mehtabsingh & others by Sale Deed dated 1st October, 1969 transferred and conveyed the said plot No.13 in favour of Mr. Shivcharan Jagannath Khara for a consideration of Rs.23,000/-. The said Sale Deed is duly registered with the office of Sub-Registrar of Haveli No.2 at Serial No.1960/1969.

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Thus, by virtue of the aforesaid Sale Deed, Mr. Shivcharan Jagannath Khara became the absolute owner, in respect of the aforesaid plot. Said Mr. Jagannath Khara thereafter constructed building over the said sub-plot No.13, by obtaining necessary permission from the Pune Municipal Corporation. The Pune Municipal Corporation also issued completion certificate, in respect of the said building in the year, 1974 itself. Said Mr. Shivcharan Jagannath Khara expired on 22nd January, 1999, leaving behind the VENDOR and Mrs. Rajrani Shivcharan Khara the widow as his only legal heir and representative. Accordingly, by mutation entry bearing No.590, the name of the VENDOR and Mrs. Rajrani Shivcharan Khara were mutated or entered on the property card extract in respect of the sub-plot No.13 on 6th August, 2005. Said Mrs. Rajrani Shivcharan Khara also expired on 22nd February, 2012 leaving behind the VENDOR as his only legal heir and representative. Thus, by mutation entry bearing No.1317 dated 27th August, 2012, the name of mother of the VENDOR, viz., Mrs. Rajrani Shivcharan Khara, deleted from the property card extract. Thus, the VENDOR herein is in possession of the said plot as the member and the lessee of the Society.

On 11th May, 2018, the VENDOR herein granted development rights in respect of the said plot in favour of the Developer herein by executing Development Agreement and the said Development Agreement is duly registered with the office of Sub-Registrar of Haveli No.22 at Serial No.6827/2018 on the same day. The Vendor also executed Power of Attorney in favour of the Developer in pursuance of the said Agreement and the same is also registered with the office of Sub-Registrar of Haveli No.22 at Serial No.6828/2018 on the same day. As per the said Development Agreement, the Developer has agreed to construct and provide 7 tenements to the Vendor towards the consideration in addition to the monetary consideration of Rs.63,00,000/- towards the grant of development rights. The details of the tenements agreed to be provided to the Vendor and the tenements available to the Developer are mentioned in Annexure A in the said Agreement.

Thus, as per the Development Agreement, the Developer is entitled to construct a building over the said plot by taking prior approval and

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sanction from the Pune Municipal Corporation. The Developer is also entitled to sell 7 tenements to the third persons and appropriate the sale proceeds thereof.

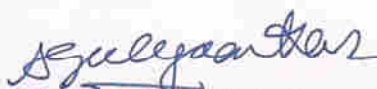
- 2) **ENCUMBRANCES:** The aforesaid property is free from all encumbrances, such as lease, mortgage, etc.
- 3) **SEARCH :** I have taken a search in the office of Sub-Registrar with the assistance of Advocate Nilesh Dagade and have not come across any adverse entry of encumbrance, such as mortgage, lease, etc. during the search, in respect of the said property.
- 4) **DOCUMENTS :** I have inspected the following documents :
 - a) Search Receipt issued by the Sub-Registrar.
 - b) Property Card extract of Plot No.372 and 375.
 - c) Sale Deed dated 1.10.1969 executed by Sardar Harbhajan Singh Mehtabsingh in respect of said plot in favour of Mr. Shivcharan J. Khara.
 - d) Mutation Entry No.590
 - e) MSEB Bill
 - f) Mutation Entry No.1317
 - g) Letter dated 8.7.1970-1974 issued by S.C. Khara to the Collector, Pune.
 - h) Development Agreement dated 11.5.2018
 - i) Power of Attorney dated 11.5.2018
- 5) **PUBLIC NOTICE :** A public notice was issued through Advocate Nilesh Dagade on 27.9.2017 and the same was published in daily Newspaper 'Prabhat' on 28th September, 2017 calling objection from the public at large in respect of marketable title of the owners as well as proposed transaction with the Developer.
- 6) **ASSESSMENT :** Non-Agricultural assessment is required to be paid to the State of Maharashtra every year in addition to the taxes payable to the Pune Municipal Corporation.

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- 7) **ACQUISITION AND REQUISITION** : The aforesaid property is situate within the limits of Pune Municipal Corporation. However, the same has not been reserved for any purpose whatsoever in the Development Plan published by the State of Maharashtra.
- 8) **REMARKS** : Shri Nilesh Dagade, Advocate has taken search with the office of Sub-Registrar of Assurances. However, he has not found any adverse entry to the title of the Vendor herein.

From the perusal of the documents of title and the search taken in the Office of Sub-Registrar, I find that the property bearing Sub-Plot bearing No.13, admeasuring 6596 sq.ft. approximately from and out of final plot No.375 Town Planning Scheme No.3, Bhawani Peth, Pune, is owned by the Vendor. Moreover, the Developer is entitled to develop or the same by getting the plans sanctioned and obtaining Commencement Certificate from the Planning Authority, i.e., the Pune Municipal Corporation. The Developer is also entitled to sell the 7 tenements from the building to be constructed on the said plot, more particularly descried in Annexure A of the said Agreement, in pursuance of the Development Agreement and Power of Attorney to the prospective purchasers and appropriate the sale proceeds thereof..

Pune,
Dated : 23.5.2018


(AJAY GADEGAONKAR)
ADVOCATE.



CHALLAN
MTR Form Number-6

GRN MH001820293201819E	BARCODE 	Date 22/05/2018-15:36:26	Form ID
Department Inspector General Of Registration		Payer Details	
Search Fee		TAX ID (If Any)	
Type of Payment Other Items		PAN No.(If Applicable)	
Office Name HVL22_HAVELI 22 JOINT SUB REGISTRAR		Full Name	ADV NILESH DAGADE
Location PUNE			
Year 2018-2019 One Time		Flat/Block No.	1206/13B FLAT NO 6
Account Head Details		Premises/Building	
Amount In Rs.		Road/Street	SARASWATI SADAN
0030072201 SEARCH FEE	750.00	Area/Locality	SHIVAJINAGAR PUNE
		Town/City/District	
		PIN	4 1 1 0 0 4
		Remarks (If Any)	
		SEARCH FEE FOR 30 YEARS SUB PLOT NO 13 FINAL PLOT NO 375	
		CTS NO 710-A/46 BAHAWANI PETH PUNE	
		Amount In	Seven Hundred Fifty Rupees Only
Total	750.00	Words	
Payment Details STATE BANK OF INDIA		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	Ref. No. 00040572018052275233 IK00PMKKL1
Cheque/DD No.		Bank Date	RBI Date 22/05/2018-15:37:04 Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA
Name of Branch		Scroll No. , Date	Not Verified with Scroll

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
सदर चालन "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणांसाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागू नाही.

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