KIRAN KOTHADIYA

B. Com. (Hons.), LL.M. ADVOCATE

In Reply Please Quote Ref. No.

Office & Correspondence: Shree Ameya Apartments, 1187 / 37, Shivajinagar, Kanitkar Path, Off. Ghole Road, Pune - 411 005. Tel.: (020) 2553 4463 / 2553 6776

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Court: Chamber No. 24, New Lawyer's Chambers, District Court Compound, Shivajinagar, Pune - 411 005.

TITLE REPORT

July 18, 2014

1. PROPERTY

All that piece and parcel of the land bearing Survey No.91, Hissa No.2A, admeasuring as per VF 7/7A/12 "Hectare 0=78 Are" (including potkharaba admeasuring "Hectare 0=05 Are") and actually admeasuring "Hectare 0=74.03 Are"

All that piece and parcel of the land No.91, Hissa bearing Survey No.2B. admeasuring "Hectare 0 = 77.5Are" plus potkharaba admeasuring "Hectare 0=05 Are", thus total admeasuring "Hectare 0 = 78Are". and actually admeasuring "Hectare 0 = 74.03Are"

both situate at village Ravet, Taluka Haveli, District Pune, within the limits of Sub.Registrar, Haveli Pune and Municipal Corporation of City of Pimpri Chinchwad, and are *collectively* bounded by, on

East: Survey No.92, South: 30 meter wide Road, West: Survey No.91 (part), North: Survey No.93

(hereinafter for individual reference, referred to by its respective **Survey Number** and *collectively* referred to as the said "Land")

2. INSTRUCTIONS:

Under instructions of **PRAVIN VISHWANATH PATIL**, proprietor of **RAJ HERAMB PROPERTIES**, having its office at Row House No.3, Raj Vimal Terrace, Plot No.28, Ramnagar Colony, Bawdhan Khurdh, Pune: 411 021 (hereinafter referred to as the said "**OWNER**"), I have investigated the title to the said Land.

3. **SEARCH** and **PUBLIC NOTICE**:

(a) Advocate Kailas Thanekar took search in respect of the said Land in the office of Sub. Registrar Haveli Nos. 2, 5, 10, 17 and 22, for the period from 1985 till 2014. Except for the Index-2 registers in torn condition and

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or sent for the binding, he did not find any transaction other than mentioned hereinafter, in respect of the said Land.

- (b) In the online search browsed on the official website of the Inspector General of Registration and Collector of Stamps, Maharashtra, https://esearchigr.maharashtra.gov.in/testingesearch/wfsearch.aspx, no document relating to the said Land, other than the documents mentioned below were found to have been registered.
- (c) I published a Public Notice in local newspaper Daily "Prabhat" dated 09.01.2014, in respect of the then proposed transaction of sale of the said Land, for calling objection, if any. However, I did not receive any objection from any quarter.

4. TITLE INCIDENTS:

I perused the photocopies of the documents entrusted to me by the said Owner, as enumerated below, the incidents emerging therefrom, are given in the table below

Survey No.91/2A	
Mutation Entry/Documents	Incidents
7/12 Extracts for the year	It is seen that in the year 1975/76 the names
1975/76 and onwards	of Pandarinath Ganpat Pandit, Bhiku Ganpat
	Pandit and Ramchandra Ganpat Pandit in the
	holder and occupant column of the Survey
_	No.91/2A and name of Parubai Dharmaji
	Gaikwad is seen in the other rights column.
M.E.No.355 dated	Pursuant to the Falani Namuna (sub-
15.06.1935	division) No.12 the land bearing Survey
	No.91/2 admeasuring "Acre 3.34 Gunthe" is
	shown in the name of Dattatraya Krishna
	Kulkarni

exhactable

M.E.No.860	dated	By sale deed dated 09.11.1953 said
16.12.1953		Dattatraya Krishna Pundale Kulkarni sold
		the land bearing Survey No.91/2 to Nagu
		Appa Pandit and Sundrabai Kom Ganpat
		Pandit, each having 8 Ane share therein.
		Their names accordingly were recorded in
		the record of rights thereof.
M.E.No.1393	dated	By sale deed dated 31.05.1969 said Nagu
27.03.1970		Appa Pandit sold inter alia a portion
		admeasuring "Acre 1.17.5 Guthe" out of the
		land bearing Survey No.91/2 to Sambhaji
		Anant Bahirat. Consequently, Survey
		No.91/2 was sub-divided into two parts;
		Survey No.91/2A shown in the name of
		Sundrabai Kom Ganpat Pandit and Survey
2		No.91/2B shown in the name of Sambhaji
		Anant Bahirat.
M.E.No.2239	dated	Said Sundrabai Ganpat Pandit died on
01.12.1988		25.09.1977 leaving behind three sons
		Pandharinath, Bhiku and Ramchandra and
		daughter Parubai Dharmaji Gaikwad and
		accordingly, names of male members
		recorded in the holder column and female in
		the other rights column.
M.E.No.3891	dated	Said Ramchandra @ Chandar Ganpat Pandit
21.10.1997		died on 16.07.1993 leaving behind two sons
		Ashok, Vasant and two daughters Shalan and
		Nallini and a widow Sonabai and
		accordingly, their names were recorded in
		the record of rights.
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M.E.No.5574 dated	Said Bhiku @ Bhikoba Ganpat Pandit died
02.08.2002	on 23.09.1992 leaving behind three sons
	Kundalik, Subhash, Dnyaneshwar and three
	married daughters Mrs.Ranjana Namdev
	Waikar, Mrs.Sunita Sunil Raut, Mrs.Usha
	Sudhir Dalvi and a widow Smt. Sakhubai,
	accordingly, their names were recorded in
	the record of rights.
	the record of rights.
M.E.No.5931 dated	Pandhrinath Ganpat Pandit died on
31.08.2005	08.10.2001 leaving behind a son Arun
	Pandharinath Pandit and a daughter Manda
	Pandharinath Ganpat, accordingly, their
	names were recorded in the record of rights.
M.E.No.5959 dated	Arun Pandhrinath Pandit died on 08.10.2005
24.12.2005	leaving behind a son Hanumant, two married
1.12.2003	daughters Mrs.Mangala Dyneshwar
	Choudhari and Mrs.Sangita Raju Dalvi and a
	widow Smt. Radhabai Arun Pandit and
	accordingly, their names were recorded in
	the record of rights.
Sale Deed dated 30.12.2000	By the Sale Deed mentioned across hereto,
registered in the office of	said Sonabai Chandar Pandit, Ashok
Sub.Registrar, Haveli No.5	Chandar Pandit, Vasant Chandar Pandit,
at Serial No.11339/2000 on	Shalan Chandar Pandit and Nalini Chandar
the same day,	Pandit through their constituted attorney
M.E.No.7114 dated	Shankar Tukaram Rasal sold a portion
01.04.2010	admeasuring "Hectare 0.26 Are" out of land
	bearing Survey No.91/2A to Pravin Vijay
	Jadhav and accordingly, his name is entered
	into record of rights thereof.
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Development Agreement and Power of Attorney both dated 08.03.2006, registered in the office of the Sub.Registrar Haveli No.15 at Serial Nos.1971/2006 and 1972/2006 respectively

By Instrument of Developments mentioned across hereto, said Pravin Vijay Jadhav granted development rights in respect of the portion admeasuring "Hectare 0.26 Are" unto and in favour of Indrakumar Kesarimal Jain

Sale Deed dated 19.03.2011, registered in the office of the Sub.Registrar, Haveli No.5 at Serial No.2829/2010 on 23.03.2010,

M.E.No.7782 27.05.2011 dated

By Sale Deed mentioned across hereto, said Pravin Vijay Jadhav through his constituted attorney Indrakumar Kesrimal Jain since deceased through his legal heirs Ranjana Indrakumar Jain forself and constituted attorney of Apurva Indrakumar Jain and Ameya Indrakumar Jain, with the consent of Ranjana Indrakumar Jain. Apurva Indrakumar Jain and Ameya Indrakumar Jain sold portion admeasuring "Hectare 0.26 Are" out of land bearing Survey No.91/2A unto Anil Shamandas Aswani and accordingly. his name recorded in the record of rights.

It is pertinent to note that the principal Pravin Vijay Jadhav joined as the consenting/confirming party to the instrument of sale by Anil Shamandas Aswani to M/s.Hall Mark Avenue, as mentioned below.

Consequently, the apparent shortcoming appearing while sale of the portion by heirs of constituted attorney of Pravin Vijay Jadhav in favour of Anil Shamandas Aswani no longer remained, amounting to ratification

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	as held by the 3 Judges Bench of the Hon'ble
	Supreme Court of India, in the case of
	Maharashtra State Mining Corporation v/s
	Sunil s/o Pundalik Pathak, reported in
	2006(1) Maharashtra Law Journal 495.
Sale deed dated 31.12.2012,	By Sale deed mentioned across hereto, said
registered in the office of the	Anil Shamandas Aswani as the vendor, with
Sub.Registrar, Haveli No.17	Pravin Vijay Jadhav joining as the
at Serial No.51/2013 on	consenting/ confirming party, sold a portion
02.01.2013, M.E.No.8751	admeasuring "Hectare 0=26 Are" out the
dated 10.12.2013	land bearing Survey No.91/2A unto
	M/s.Hallmark Avenue a registered
	partnership firm having its office at 1187,
	Ghole Road, Pune: 411 005 through its
21	partner Bhanudas Sambhaji Bahirat (said
	"HALLMARK").
M.E.No.8883 dated	Nalini @ Padmini Chandar Pandit died on
28.04.2014	31.03.2001 leaving behind a daughter
	Shobha Shantaram Magar and accordingly,
	her name was recorded in the record of
	rights.
M.E.No.8884 dated	Shalan Chandar Pandit died leaving behind
28.04.2014	the only heirs, being the brothers (i) Vasant
	Chandar Pandit, (ii) Ashok Chandar Pandit,
	since deceased, his legal heirs Sandhya
	Ashok Pandit and Rutuja Ashok Pandit and
	(iii) mother Sonabai Chandar Pandit
	Accordingly, the name Shalan was deleted
	from record of rights.
M.E.No.8885 dated	Ashok Chandar Pandit died on 24.04.2006
28.04.2014	leaving behind a daughter Rutuja Ashok
	Pandit and widow Sandhya Ashok Pandit
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and accordingly, their names were recorded in the record of rights. Released Deed dated By Released Deed mentioned across hereto, 21.07.2006, registered in the said Mrs.Ranjana Namdev Waikar, office Sub.Registrar Haveli Mrs.Sunita Sunil Raut and Mrs.Usha Sudhir Dalvi released, relinquished and waived their No.5 at Serial No.5886/2006 right in respect of Survey No.91/2A in favour of Kundlik Bhikoba Pandit, Subhash Bhikoba Pandit and Dynaneshwar Bhikoba Pandit. Development agreement and By Instruments of Development mentioned Power of Attorney dated across hereto. said Smt.Sonabai 21.07.2006, registered in the Ramchandra alias Chandar Pandit, Vasant office Sub.Registrar Haveli Ramchandra alias Chandar Pandit. No.5 at Serial No.5884/2006 Kum.Shobha Shantaram Magar through her and 5885/2006 respectively, natural guardian Vasant Ramchandra Pandit, on the same day. Sakhubai Bhikoba Pandit, Kundlik Bhikoba Pandit, Subhash Bhikoba Pandit, Dyneshwar Bhikoba Pandit, Mrs.Ranjana Namdev Waikar, Mrs.Sunita Sunil Raut, Mrs.Usha Sudhir Dalvi and Smt.Parubai Dharmaji Gaikwad granted development rights in respect of inter alia the portion admeasuring "Hectare 0.58.50 Are" out the said Survey No.91/2A unto and in favour of said Hallmark. Released Deed By Released Deed mentioned across hereto, dated 07.08.2006, registered in the said Smt.Parubai Dharmaji Gaikwad office Sub.Registrar Haveli released, relinquished and waived her right No.17 in respect of inter alia the said Survey at Serial No.6337/2006 on the same No.91/2A in favour of Dynaneshwar day Bhikoba Pandit.

Supplementary

Development agreement and Power of Attorney dated 30.08.2006, registered in the office Sub.Registrar Haveli No.5 at Serial No.6870/2006 and 6871/2006 respectively on 31.08.2006.

Instrument of Development mentioned across hereto, said Sandhya Ashok Pandit and Kum.Rutuja Ashok Pandit through her natural guardian Sandhya Ashok Pandit granted development rights in respect of inter alia their in portion admeasuring "Hectare 0.58.50 Are" out the said Survey No.91/2A unto and in favour of said Hallmark.

Development agreement and Power of Attorney dated 26.09.2006, registered in the office Sub.Registrar Haveli No.17 at Serial No.7819/2006 and 7820/2006 respectively on 28.09.2006.

Bv Instruments of Development, said Smt.Radhabai Arun Pandit, Hanumant Arun Pandit, Mrs.Mangal Dynaneshwar Chowdhari, Mrs.Sangita Raju Dalvi and Smt.Manda Pandharinath Padit granted development rights in respect of the portion admeasuring "Hectare 0.19.50 Are" out the said Survey No.91/2A unto and in favour of said Hallmark.

By sale deed mentioned across hereto, said

Sale deed dated 03.01.2013, registered in the office of the Sub.Registrar, Haveli No.15 at Serial No.164/2013 on 05.01.2013

Pandit,

M.E.No.8886 dated 28.04.2014

(1) Smt.Sonabai Ramchandra alias Chandar (2) Vasant Ramchandra Chandar Pandit, (3) Mrs. Shobha Vishwanath Tupe nee Kum.Shobha Shantaram Magar. (4) Smt.Sandhya Ashok Pandir forself and natural guardian of Rutuja Ashok Pandit through their constituted attorney Pramod M.Dhadiwal, (5) Sakhubai Bhikoba Pandit, (7) Kundlik Bhikoba Pandit, (8) Subhash Bhikoba Pandit, (9) Dynaneshwar Bhikoba Pandit, (10) Smt.Radhabai Arun Pandit, (11) Hanumant Arun Pandit, (12) Mrs.Mangal

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Dyneshwar Cthoudhari, (13) Mrs.Sangita

Raju Dalvi, (14) Smt.Manda Pandharinath Pandit, (15) Mrs.Ranjana Namdev Waikar, (16) Mrs.Sunita Sunil Raut, (17) Mrs.Usha Sudhir Dalvi and (18) Parubai Dharmji Gaikwad (said "PANDIT FAMILY") through their constituted attorney Pramod Mishrilal Dhadiwal, a partner of said Hallmark for meeting the needs of their respective families, sold *inter alia* a portion admeasuring "Hectare 0=52 Are" out of land bearing Survey No.91/2A to said Hallmark. Accordingly, the name of the said Hallmark stands entered into the the record of rights thereof.

Agreement to sell dated 28.12.2012, registered in the office of the Sub.Registrar, Haveli No.15 at Serial No.11444/2012, on 29.12.2012

Sale Deed dated 16.06.2014, registered in the office of the Sub.Registrar, Haveli No.22 at Serial No.5329/2014 on 20.06.2014

By Agreement to sell mentioned across hereto, said Pandit Family through their constituted attorney Bhanudas Sambhaji Bahirat and Pramod Mishrilal Dhadiwal and said Hallmark agreed to sell the said Survey No.91/2A in favour of the said Owner

By Sale Deed mentioned across hereto, said Pandit Family through their constituted attorney Bhanudas Sambhaji Bahirat and Pramod Mishrilal Dhadiwal and said Hallmark sold the said Survey No.91/2A unto and in favour of the said Owner.

The price is seen to have been partly paid while for the balance, post dated cheques enumerated therein, have been issued by the said Owner.

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It is informed to me that the proceedings
relating to mutation have been initiated and
would shortly be completed.

Incident	s of the Survey No.91/2A
Mutation Entry/Documents	Incidents
7/12 Extracts	In the year 1975/76 the name of Sambhaji
	Anant Bahirat in the holder and occupant
	column of the Survey No.91/2B.
M.E.No.1393 dated	By sale deed dated 31.05.1969 said Nagu
27.03.1970	Appa Pandit sold inter alia a portion
	admeasuring "Acre 1.17.5 Guthe" out of
	land bearing Survey No.91/2 unto Sambhaji
	Anant Bahirat. Consequently, Survey
	No.91/2 subdivided into two parts; Survey
	No.91/2A shown in the name of Sundrabai
	Ganpat Pandit, while, Survey No.91/2B
	shown in the name of Sambhaji Anant
	Bahirat.
_	However, in the 7/12 extract area is wrongly
	mentioned is seen to have been corrected in
	the year 1989/90. However, no mutation
	entry could be found to have been effected
	for said correction.
M.E.No.2989 dated	Sambhaji Anantrao Bahirat died on
11.12.1995	25.08.1993 leaving behind two sons;
	Bhandus and Mohan, a daughter Mrs.Nanda
	Vilas Dangat and a widow Smt.Suman. Their
	names were recorded in the record of rights.
M.E.No.8749 dated	Said Suman Sambhaji Bahirat died on
10.12.2013	11.03.2010 leaving behind two sons

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	Dhonydog Mohon and a Javakta May N. 1
	Bhanudas, Mohan and a daughter Mrs. Nanda
	Vilas Dangat. The name of the deceased
9	accordingly was deleted from the record of
×i	rights.
Release Deed dated	By Release Deed across hereto, said
05.11.2001, registered in the	Mrs.Nanda Vilas Dangat released,
office of Sub.Registrar,	relinquished and waived her rights in respect
Haveli No.5 at Serial	of inter alia the said Survey No.91/2B and
No.11883/2001 on the same	accordingly, her name was deleted from the
day, M.E.No.8750 dated	record of rights.
10.12.2013	
Exchange Deed dated	By Exchange Deed across hereto, said
16.01.2013, registered in the	Bhanudas Sambhaji Bahirat forself and
office of Sub.Registrar,	constituted attorney of Mohan Sambhaji
Haveli No.17 at Serial	Bahirat allotted their land bearing Survey
No.578/2013 on the same	No.91/2B to said Hallmark in exchange for
day	land bearing Survey No.8/2A of village
M.E.No.8887 dated	Ravet.
28.04.2014	
Sale Deed dated 16.06.2014,	By Sale Deed across hereto, said Hallmark
registered in the office of the	sold said Survey No.91/2B unto and in
Sub.Registrar, Haveli No.22	favour of the said Owner.
at Serial No.5330/2014 on	10 m
20.06.2014	The price is seen to have been partly paid
	while for the balance, post dated cheques
	enumerated therein, have been issued by the
	said Owner.

Statutes	Effects
The Maharashtra Regional	In the Development Plan for the area within
and Town Planning Act,	the Pimpri Chinchwad Municipal
1966	Corporation, sanctioned under the

expacked

	provisions of this Act, the said land is in
	'Residential Zone', as is seen from the Zone
	Certificate No.5/1075/2012 dated
	28.12.2012, issued by the Assistant Director
*	of Town Planning, Pune
Demarcation Map	It is seen from Demarcation Map issued by
	Assistant Superintend Land Record, the said
	land is measured and demarcated vide Mojni
	Register No.7889/13 dated 28.01.2014.
Sanctioned Plan	Pimrpri Chinchwad Municipal Corporation,
	being the planning authority under the
	provisions of the Maharashtra Regional and
	Town Planning Act,1966, sanctioned and
	approved the plans for layout and
	construction of the buildings on the said
-	Land, vide commencement certificate
	No.BP/ Layout/ Ravet/ 35/ 2015, dated
	09.07.2014.

5. **OPINION**:

On the basis of the perusal of the documents, search and information gathered, as herein before mentioned, I am of the opinion that,

- (a) the said land is owned by Pravin Vishwanath Patil; proprietor of RajHeramb Properties,
- (b) subject to charge to the extent of unpaid purchase money under section 55(4)(b) of the Transfer of Property Act,1882 in favour of the previous owner M/s.Hallmark Avenue, the said Land is free from encumbrance and is marketable.

Kiran Kothadiya

KIRAN KOTHADIYA

B.Com. (Hons.), LL.M. Advocate

E-mail: kk@kblaw.net

In Reply Please Quote Ref. No.

Office & Correspondence: Shree Ameya Apartments, 1187/37, Shivajinagar, Kanitkar Path, Off. Ghole Road, Pune - 411 005. Tel.: (020) 2553 4463 / 25536776 / 25539716 Court: Chamber No. 24, New Lawyer's Chambers, District Court Compound, Shivajinagar, Pune - 411 005

SUPPLEMENT TO TITLE REPORT

August 6, 2015

1. As instructed by RAJHERAMB PROPERTIES, a proprietary concern, belonging to and owned by PRAVIN VISHWANATH PATIL, having its office at Row House No.3, Raj Vimal Terrace, Plot No.28, Ramnagar Colony, Bawdhan Khurdh, Pune: 411 021 (the said "OWNER", for short) I investigated title of following Property and furnished <u>Title Report dated 18.07.2014</u> (the said "TITLE REPORT", for short).

All that piece and parcel of the land bearing Survey No.91, Hissa No.2A, admeasuring as per VF 7/7A/12 "Hectare 0=78 Are" (including potkharaba admeasuring "Hectare 0=05 Are") and actually admeasuring "Hectare 0=74.03 Are"

All that piece and parcel of the land bearing Survey No 91, Hissa admeasuring "Hectare No.2B, 0 = 77.5Are" plus potkharaba admeasuring "Hectare 0=05 Are", thus total admeasuring "Hectare 0 = 78Are", and actually "Hectare 0 = 74.03admeasuring Are"

both situate at village Ravet, Taluka Haveli, District Pune, within the limits of Sub.Registrar, Haveli Pune and Municipal Corporation of City of Pimpri Chinchwad, and are *collectively* bounded by, on

East: Survey No.92, South: 30 meter wide Road, West: Survey No.91 (part), North: Survey No.93

(hereinafter for individual reference, referred to by its respective Survey Number and collectively referred to as the said "Land")

- I am further instructed by the said Owner to supplement the said Title Report. This supplement hence be treated as a part of the said Title Report.
- 3. Advocate Kailas B.Thanekar, on the official website of the Inspector General of Registration and Collector of Stamps, Maharashtra, https://esearchigr.maharashtra.gov.in/testingesearch/wfsearch.aspx. He has informed that except the agreements to sell registered in the concerned Sub-Registration Offices, as enumerated in the list attached herewith, no other transaction relating to the said Land and/or the buildings and/or the units therein and/or mortgage of or encumbrance on the said Land or any part thereof, was located.
- 4. I perused the photocopies of the documents entrusted to me by the said Owner, as enumerated below, the incidents emerging therefrom, are given in the table below

Mutation Entry/Documents	Incidents
M.E.No.8963 dated	Discount in
10.07.2014	enumerated in the said Title Report, the
***	name of the said Owner is entered in the
	record of rights of the Survey No.91/2B
M.E.No.8964 dated	
10.07.2014	enumerated in the said Title Report the name
	of the said Owner is entered in the record of
	ni 'its of the Survey No.91/2A
Order No.PMH/ NA/ SR/	The Collector of Pune by its order under
1107/2014, dated	section 44 of the Maharashtra Land Revenue
16.03.2015, passed by the	Code,1966 mentioned across hereto,
Collector, Pune	permitted the owner to use an area
	admeasuring 14,366.38 sq.mt. for residential
	purposes and an area admeasuring 173.72
	sq.mt. for commercial purposes out of the
3 . · · · ·	said Land.
Sanctioned Plans	Pimpri Chinchwad Municipal Corporation,
	being the planning authority under the
	provisions of the Maharashtra Regional and
	Town Planning Act,1966, revised the plans
1	for layout and construction of various
	buildings on the said Land, vide
	commencement certificate No.BP/ Layout/
	Rawet/ 25/ 2015, dated 15.04.2015.
Mortgage Deed dated	The said owner availed loan from Andhra
10.01.2015, registered with	Bank on the security of and by mortgaging
office of the Sub-Registrar,	inter alia the said Land by way of simple
Haveli No.25 at Serial	mortgage. In view however, of restrictive
No.340/2015 on the same	clause pertaining to transfer of the said
day	Land, for each transaction, consent!
1	permission of the said bank would be
	required.

- 5. I also perused the list furnished by the said Owner depicting sale of units in the building proposed to be and being constructed on the said Land by the said Owner. I further gathered information found necessary from the said Owner.
- 6. The said Owner as the promoter has also agreed to sell certain units by executing agreement to sell in favour of their purchasers as enumerated in the list given hereto. It is also informed to nie that after the mortgage referred to above, the lender Andhra Bank issued consent/ permission letter to the banks/ financial institutes giving loan to buyers of the flats in the scheme.

- 7. On page No.10 of the said Title Report incidents the number of Survey Number erroneously and by accidental slip, wrongly mentioned as "Survey No.91/2A" is hereby corrected as "Survey No.91/2B".
- Thus, on the basis of the documents mentioned above and the information 8. given to me, I reiterate my opinion given by the said Title Report, subject to otherwise mentioned below:
- the said land is owned by the said Owner; Pravin Vishwanath Patil; (a) proprietor of RajHeramb Properties,
- subject to (I) charge to the extent of unpaid purchase money under section (b) 55(4)(b) of the Transfer of Property Act,1882 in favour of the previous owner M/s.Hallmark Avenue and (II) mortgage in favour of Andhra Bank for the project loan availed by the said Owner, the said Land is free from encumbrance and is marketable,
- the said Owner is entitled to develop the said Land by construction thereon (c) the buildings in accordance with the sanctioned plans referred to above,
- (d) except the agreement to sell concerned units entered into by the said Owner in favour of concerned purchasers as enumerated in the list appended herewith, the said Owner is entitled to deal with and/or dispose of by sale or otherwise, the rest of the units in the building proposed to be and being constructed by the said Owner on the said Land subject to the said charge for unpaid purchase money and mortgage of the said Land in favour of the said Andhra Bank.

Kiran Kothadiya

Advocate