

DATE: 04/10/2016

Title Report

To,

M/S. SURYA HOUSING

A Partnership firm through its partner,

- 1) **Mr. Yuvraj Jawanmal Jain**
- 2) **Mr. Vikas Pannalal Gupta**
- 3) **Mr. Pavan Bhagatram Gupta**

Dear Sirs,

You have submitted the below mentioned documents, pertaining to the below mentioned two properties and sought my legal opinion as to title and authority to develop those properties. I have perused the below mentioned documents and accordingly my title opinion is as follows:-

1) **Details of Properties :-**

S.No. 283/1, admeasuring 7Acres 6 Ares (i.e. 2H.86R.), situated at village Lohegaon, Tal. Haveli, Dist. Pune, and out of that you have sought my legal opinion in respect of the properties admeasuring about a) 11.76R and b) 2H.16R.

a) Property adm. 11.76R

• **Boundaries:-**

Towards East:- Remaining property out of S.No. 283/1.

Towards West:- Boundary of Dhanori-Lohagaon.

Towards South:- Remaining property out of S.No. 283/1.

Towards North:- Property out of S.No. 284.

- The names of owners whose title is to be confirmed in respect of Property (a) i.e. 11.76R, are:

M/s. Surya Housing through Partner,

Mr. Yuvraj Jawanmal Jain

b) Property adm. 2H.16R

• Boundaries:-

Towards East:- Porwal Road.

Towards West:- Boundary of Dhanori-Lohagoan.

Towards South:- Some part by 80 ft. Wide road and remaining part by the property out of S.No. 283/1

Towards North:- Property out of S.No. 284 and by the property of Sunil Baban Moze.

- The names of the owners whose title is to be confirmed in respect of property (b) i.e. 2H.16R are:

1) Mr. Baban Shivram Moze-for self and as Karta Hindu undivided family

2) Meera Baban Moze

3) Somnath Baban Moze

4) Ramnath Baban Moze.

- The name of Developer whose rights are to be confirmed for development of property (b) i.e. 2H.16R is:

M/s. Surya Housing through Partners,

1) Mr. Yuvraj Jawanmal Jain

2) Mr. Vikas Pannalal Gupta

3) Mr. Pawan Bhagatram Gupta

2) You have furnished me the below mentioned documents for my perusal:-

Sr. No.	Date	Particulars
1.	1930 to 1943	7/12 Extract w.r.t S.No.283 Area: 25 Acres 37 Gunthas (Including Potkharaba 2A 37G)
2.	1943 to 1953	7/12 Extract w.r.t S. No. 283 Hissa No. 1 Area: 7 Acres 6 Gunthas (including Potkharaba 39 Gunthas)
3.	10/01/1946	Mutation Entry 3238 states that 1) Maruti Sadu Moze, 2) Shivram Ganpat Moze, 3)

		Bhagwanta Devram Moze being minor represented through natural guardian Godabai Devram Moze and 4) Govinda Sadu Moze have partitioned amongst themselves various properties owned by them including the S. No. 283 Hissa No.1.
4.	1954 to 1966	7/12 Extract w.r.t S. No. 283 Hissa No. 1 Area: 7 Acres 6 Gunthas (including Potkharaba 39 Gunthas)
5.	1966 to 1978	7/12 Extract w.r.t S. No. 283 Hissa No. 1 Area: 2 Hectares 88 Ares (including Potkharaba 39R)
6.	10/10/1967	Mutation Entry No. 4561 records the implementation of the Maharashtra Weights and Measurements Act, 1958 and the Indian Coinage Act, 1956. Accordingly, the area of the said S. No. 283 Hissa No. 1 was changed from Acres Gunthas to 2 Hectares 88 Ares.
7.	05/04/1976	Mutation Entry No. 7050 is related to S. No. 124 Hissa No.1. However, the said Mutation Entry is reflected on the 7/12 with respect to S. No. 283 Hissa No. 1 throughout till 2013-14.
8.	06/04/1976	Mutation Entry No. 7054 Shivram Ganpat Moze died on 07/03/1970 leaving behind the following legal heirs: 1) Baban Shivram Moze (Son) 2) Sonubai Shivram Moze (Wife), 3) Babubai Kashinath Walke (Daughter) 4) Chabubai Sitaram Khandve (Daughter) 5) Vimal Namdev Jagdale (Daughter) 6) Kaushalya Ramchandra Katke (Daughter)
9.	1978 to 1991	7/12 Extract w.r.t S. No. 283 Hissa No. 1 Area: 2 Hectares 88 Ares (including Potkharaba 39R)

10.	1991 to 2007	7/12 Extract w.r.t S. No. 283 Hissa No. 1 Area: 2 Hectares 88 Ares (including Potkharaba 39R).
11.	13/01/2000	Sale Deed Executed by Baban Shivram Moze & 5 Ors. in favour of Sunil Baban Moze, for area admeasuring 0H. 20.24 R.
12.	27/02/2000	Mutation Entry No. 20873 , recording that Baban Shivram Moze and 2 Ors. executed a Sale Deed dated 13/01/2000 in favour of Sunil Baban Moze.
13.	2007 to 2012	7/12 Extract w.r.t S. No. 283 Hissa No. 1 Area: 2 Hectares 88 Ares (including Potkharaba 39R)
14.	09/07/2010	Mutation Entry No. 31237 Sonubai Shivram Moze died on 18/08/2003 leaving behind the following heirs: 1. Baban Shivram Moze(Son) 2. Chabubai Sitaram Khandve (Daughter) 3. Vimal Namdev Jagdale (Daughter) 4. Kaushalya Ramchandra Katke (Daughter) 5. Babubai Kashinath Walke (Daughter)
15.	30/10/2010	Mutation Entry No. 32239 Babubai Kashinath Walke died on 12/09/2007 leaving behind the following heirs: 1. Haridas Kashinath Walke (Son) 2. Appasaheb Kashinath Walke (Son) 3. Pandit Kashinath Walke (Son) 4. Somnath Kashinath Walke (Son) 5. ShrimatiNarmada Laxman Shivle (Daughter) 6. Padmavati Laxman Kakde (Daughter) 7. Shalan Dattatray Shivle (Daughter)
16.	10/11/2010	Release Deed - Reg. No. 11181/2010 executed by Chabubai Sitaram Khandve and 3 Ors. in favour of Baban Shivram Moze.

17.	11/11/2010	Sale Deed Sr. No. 11179/2010 executed by Baban Shivram Moze and 6 Ors. in favour of M/s Natraj Developers Partnership Firm represented through Partners Punaram Jitaji Choudhry and 3 Ors.
18.	15/11/2010	Mutation Entry No. 32513 Chabubai Sitaram Khandve and 9 Ors executed a Release Deed in favour of Baban Shivram Moze.
19.	15/11/2010	Mutation Entry No. 32512 Baban Shivram Moze and 13 Ors. executed a Sale Deed in favour of M/s Natraj Developers Partnership Firm represented through Partners Punaram Jitaji Choudhry and 3 Ors.
20.	2011 to 2012	7/12 Extract w.r.t. S. No. 283 Hissa No. 1 Area: 2 Hectares 88 Ares
21.	25/01/2012	Release Deed Reg. No. 1242/2012 executed by Manisha Sanjay Tapkir (Manisha Baban Moze) and 2 Ors. in favour of Baban Shivram Moze and 3 Ors.
22.	11/08/2012	Sale Deed Reg. No. 8922/2012 executed by Baban Shivram Moze and 3 Ors. in favour of Surya Housing partnership firm represented through partners Yuraj Jawanmal Jain and 2 Ors.
23.	31/08/2012	Development Agreement Reg. No. 8920/2012 executed by Baban Shivram Moze and 3 Ors. in favour Surya Housing a partnership firm represented through partners Yuvraj Javamal Jain and 2 Ors.
24.	31/08/2012	Power Of Attorney Reg. No. 8921/2012 executed by Baban Shivram Moze and 3 Ors. in favour Surya Housing a partnership firm represented through partners Yuvraj Javamal Jain and 2 Ors.
25.	14/02/2013	Supplementary Agreement Reg. No. 1771/2013

		Pursuant to the aforesaid Development Agreement executed by Baban Shivram Moze and 3 Ors. in favour of Surya Housing a partnership firm represented through partners Yuvraj Javamal Jain and 2 Ors.
26.	14/02/2013	Power Of Attorney Reg. No. 1770/2013 pursuant to the aforesaid Sale Deed dated 04/09/2012 executed by Baban Shivram Moze and 3 Ors. in favour Surya Housing a partnership firm represented through partner Yuvraj Javamal Jain.
27.	14/02/2013	Correction Deed Reg. No. 1769/2013 for aforesaid Sale Deed dated 04/09/2012 executed by Baban Shivram Moze and 3 Ors. in favour of Surya Housing a Partnership Firm represented through Partner Yuraj Jawanmal Jain as Purchaser and 2 Ors.
28.	14/02/2013	Correction Deed Reg. No. 1777/2013 for aforesaid Correction Deed dated 14/02/2013 executed by Baban Shivram Moze and 3 Ors. in favour of Surya Housing a Partnership Firm represented through Partner Yuraj Jawanmal Jain and 2 Ors.
29.	05/08/2013	Mutation Entry No. 39478 Baban Shivram Moze and 3 Ors. executed a Sale Deed on 09/04/2012 in favour of Surya Housing represented through partners Yuvraj Jawanmal Jain and 2 Ors.
30.	2013 to 2014	7/12 Extract w.r.t. S. No. 283 Hissa No. 1 Area: 2 Hectares 88 Ares
31.	25/7/2014	Release Deed executed by Shalan Pandurang Satav in favour of Hanumant Moze and Sharad Moze(Registration No. 7093/2014).
32.	3/7/2014	Release Deed executed by Sushila Dnyaneshwar Lokhande in favour of Hanumant Moze and Sharad Moze(Registration No. 6260/2014).

33.	20/5/2014	Release Deed executed by Leelabai Tingre and Vatsala Katake in favour of Hanumant Moze and Sharad Moze(Registration No. 4751/2014).
34.	3/9/2014	Release Deed executed by Satyabhama Ganpat Tingre in favour of Hanumant Moze and Sharad Moze(Registration No. 8567/2014).
35.	01/07/2016	Release deed executed by Vimal Namdeo Jagdale and Smt. Kausalya Ramchandra Katke, in favour of Baban Shivram Moze, registered in the office of Sub-Registrar, Haveli No. 8 at Sr. No. 5670/2016.
36.	13/12/2013	Search report of Index II issued by Adv. Kailas Thorat
37.	21/07/2016	Search report of Index II issued by Adv. Kailas Thorat
38.	28/09/2016	Copy of Affidavit executed by Baban Shivram Moze.

- 3) As per the 7/12 extract of the property bearing S.No. 283 of the year 1930 to 1943, it appears that, initially the said property was admeasuring about 25 A, 37 R. As per the 7/12 extract of the year 1930 to 1943, the following names appear in owner's column.
1. Sadu Khandu Moze
 2. Maruti Sadu Moze
 3. Devram Sadu Moze
 4. Bhagwanta Devram Moze
being minor represented
through Godabai Devram Moze.
 5. Govinda Sadu Moze
 6. Shivram Ganpat Moze
- 4) As per the M.E. No. 3238 dated 10/1/1946, there appears to be partition amongst the said initial owners of the joint family properties and as per the said partition, the property bearing S.No. 283, Hissa No. 1 admeasuring about 7A. 6 Guntha was allotted to Shivram Ganpat Moze and his name was entered into the 7/12 extract on

certification of M.E. No. 3238 on 24/4/1946. The property bearing S.No. 283, Hissa No. 1 admeasuring about 7A. 6 Guntha, is hereinafter referred to as "said property".

- 5) It appears from the M.E. No. 7054 dated 6/4/1976 that, Shivram Ganpat Moze died on 7/3/1970, leaving behind below mentioned legal heirs. The said M.E. was certified on 6/6/1976 and the names of legal heirs of Shivram Ganpat Moze have been recorded in the 7/12 extract of the said property. The names of legal heirs are:

1. Baban Shivram Moze (Son)
2. Sonubai Shivram Moze (Widow)
3. Babubai Kashinath Walke (Daughter)
4. Chabubai Sitaram Khandve (Daughter)
5. Vimal Namdev Jagdale (Daughter)
6. Kaushalya Ramchandra Katke (Daughter)

- 6) As per M.E. No. 4561 dated 10/10/1967, the provisions of Maharashtra Weights and Measurements Act, 1958 and the Indian Coinage Act, 1956 was made applicable and accordingly the area of S.No. 283/1, admeasuring about 7A, 6 Gunthas was changed to 2H. 88R. There is a M.E. No. 7050 dated 5/4/1976 recorded on the 7/12 extract of the said property. But from the Mutation Entry it appears that, the same is relating to S.No. 124/1 and same is not related to S.No. 283/1.

- 7) From the record, it appears that, the sale deed dated 13/1/2000 was executed by the legal heirs of Late Shivram Moze, viz. 1) Baban Shivram Moze (Son), 2) Sonubai Shivram Moze (Widow), 3) Babubai Kashinath Walke (Daughter), 4) Chabubai Sitaram Khandve (Daughter), 5) Vimal Namdev Jagdale (Daughter), 6) Kaushalya Ramchandra Katke (Daughter), in favour of son of Baban Shivram Moze viz. Sunil Baban Moze for the area admeasuring about 20.24R from and out of the total land admeasuring about 2H.88R. The said Sale deed appears to be registered in the office of Sub Registrar Haveli at Sr. No. 184/2000. On the basis of the said Sale Deed, the M.E. No. 20873 was effected in the revenue record on 27/2/2000 and which was certified on 31/7/2000.

- 8) Thus after selling the abovesaid area of 20.24R from and out of total area admeasuring about 2H.88R, the balance area remained in possession of the abovesaid owners was 267.76R. It further appears that, one of the co-owner i.e. widow of Late Shivram viz. Sonubai died on 18/8/2003, thereby leaving behind the legal heirs viz. 1) Baban Shivram Moze (Son), 2) Babubai Kashinath Walke (Daughter), 3) Chabubai Sitaram Khandve (Daughter), 4) Vimal Namdev Jagdale (Daughter), 5) Kaushalya Ramchandra Katke (Daughter). Accordingly M.E. No. 31237 was effected in the revenue record and name of Late Sonubai Shivram Moze was deleted. It further appears from M.E. No. 32239 that, one of the co-owner namely Babubai Kashinath Walke i.e. daughter of Shivram died on 12/9/2007, leaving behind her legal heirs viz. Haridas Kashinath Walke (Son), Appasaheb Kashinath Walke (Son), Pandit Kashinath Walke (Son), Somnath Kashinath Walke (Son), Shrimati Narmada Laxman Shivle (Daughter), Padmavati Laxman Kakde (Daughter) and Shalan Dattatray Shivle (Daughter). The said Mutation entry was effected on 30/10/2010 in the revenue record.
- 9) It appears that, sisters of Baban Shivram Moze and the legal heirs of Late Babubai Kashinath Walke, viz. Chabubai Sitaram Khandve, Vimal Namdev Jagdale, Kaushalya Ramchandra Katke, Babubai Kashinath Walke being dead represented through heirs Narmada Laxman Shivle, Padmavati Laxman Kakde, Shalan Dattatray Shivle, Haridas Kashinath Walke, Appasaheb Kashinath Walke, Pandit Kashinath Walke, Somnath Kashinath Walke, had executed the Release Deed on 10/11/2010 in favour of Baban Shivram Moze for the area admeasuring 2H.16R out of the balance area admeasuring about 267.76R. The said Release Deed was registered in the office of Sub Registrar Haveli No. 8 at Sr. No. 11181/2010. By the said Release Deed all the above said executants have released their undivided share in favour of Baban Shivram Moze. On the basis of said Release Deed, M.E. No. 32513 was effected in the Revenue record and their names have been deleted from the 7/12 extract. As per the affidavit dated 28/09/2016 executed and affirmed by Mr.

Baban Shivram Moze, it seems that, as per the mutual understanding amongst the family members i.e. between the executants of Release Deed dated 10/11/2010, the undivided share of four daughters of Late Shivram Ganpat Moze viz. Late Babubai Kashinath Walke, Chhabubai Sitaram Khandve, Vimal Namdeo Jagdale and Kaushyalaya Ramchandra Katke, was taken as 54R of each branch totalling to 216R and accordingly the Release Deed was executed with the understanding that each of the said branches will be entitled for share in the consideration, after selling 40R of land to M/s. Natraj Developers. Accordingly both the documents viz. Release Deed and Sale Deed were registered on the same date i.e. on 11/11/2010. As per the said family understanding the property admeasuring about 227.76R was agreed to be retained by Baban Shivram Moze and his family. In view of the said specific understanding amongst the family members, even all of them have consented for taking effect of the said Release Deed dated 11/11/2010 in the revenue record and thereby deleting their names for the said entire property admeasuring 227.76R.

- 10) It further appears that, out of balance area of 51.76R, the owners of the said property viz. Baban Shivram Moze for self and as a natural guardian for Pappu Baban Moze and Sunil Baban Moze, being minor, Mirabai Baban Moze, Swati Baban Moze, Chhabubai Sitaram Khandve, Vimal Namdev Jagdale, Kaushalya Ramchandra Katke, Babubai Kashinath Walke being dead represented through heirs, Haridas Kashinath Walke, Appasaheb Kashinath Walke, Pandit Kashinath Walke, Somnath Kashinath Walke, Narmada Laxman Shivle, Padmavati Laxman Kakde, Shalan Dattatray Shivle executed sale deed in favour of M/s. Natraj Developers, a partnership firm represented by its partners viz. Punaram Jitaji Choudhry, Chanda Punaram Choudhry, Kaluram Durgaji Choudhry, Jagdish Sujji Parihar, for area admeasuring about 40R. The said sale deed was duly registered in the office of Sub Registrar Haveli 8 at Sr. No. 11179/2010 on 11/11/2010. As per the said sale deed, M.E. No. 32512 was effected in the revenue record on 15/11/2010 which was certified on 4/5/2012.

- 11) It further appears from the record that Manisha Sanjay Tapkir (Manisha Baban Moze), Pushpa Baban Moze, Swati Nilesh Kute (Swati Baban Moze) had executed Release Deed dated 25/1/2012 in favour of Baban Shivram Moze, Mira Baban Moze, Somnath Baban Moze, Ramnath Baban Moze, thereby releasing their rights from S.No. 283 Hissa No.1. The said Release Deed was duly registered in the office of Sub Registrar Haveli No.8, at Sr. No. 1242/2012.
- 12) Thus, considering all above documents on record, Baban Shivram Moze for self and as the Karta of the Hindu Undivided Family consisting of Mira Baban Moze, Somnath Baban Moze, Ramnath Baban Moze have acquired exclusive and absolute ownership rights in the said property admeasuring about 227.76R out of the said property admeasuring 288R.
- 13) It further appears from the record that, out of the said 227.76R of land Baban Shivram Moze for self and as the Karta of the Hindu Undivided Family, Mira Baban Moze, Somnath Baban Moze, Ramnath Baban Moze, have sold the area admeasuring 11.76R to M/s. Surya Housing. The said Sale deed was duly registered in the office of Sub Registrar Haveli No. 17 at Sr. No. 8922/2012 on 4/9/2012. On the basis of said Sale Deed, the M.E. No. 39478 was effected in the revenue record and accordingly the name of M/s. Surya Housing was recorded for the said area admeasuring about 11.76R.
- 14) The abovesaid owners simultaneously agreed to assign the development rights in respect of the balance area admeasuring about 2H.16R and accordingly executed the Development Agreement dated 31/8/2012 in favour of M/s. Surya Housing, a partnership firm. As per the terms of the said Development Agreement, the Developer, M/s. Surya Housing had agreed to give 46% of built up area in the total FSI available on the said area of 216R as and by way of consideration. The balance 54% of built up area was agreed to be retained by the said Developer. In addition to that, the Developer i.e. M/s. Surya Housing had paid an amount of Rs.2 Cr. as

and by way of refundable security deposit. The said Development Agreement was duly registered in the office of Sub Registrar Haveli No. 17 on 4/9/2012 at Sr. No. 8920/2012. In pursuance to the said Development Agreement, aforesaid owners had also executed Power of Attorney dated 31/8/2012 which was also registered in the office of Sub Registrar Haveli No. 17 on 4/9/2012 at Sr. No. 8921/2012.

- 15) It further appears that, the Developer, M/s. Surya Housing had paid the additional refundable security deposit of Rs.3Cr. to the aforesaid owners. Thus, M/s. Surya Housing had paid the total refundable deposit of Rs.5Cr to the abovesaid owners. The said owners therefore, had executed Supplementary Agreement dated 14/2/2013 in favour of M/s. Surya Housing, which was also registered in the office of Sub Registrar Haveli No. 17 at Sr. No. 1771/2013 on 14/2/2013.
- 16) It further appears that the aforesaid owners had also executed the Power of Attorney dated 14/2/2013 in favour of M/s. Surya Housing in respect of the area admeasuring about 11.76R, sold by virtue of the sale deed dated 4/9/2012. The said Power of Attorney was duly registered in the office of Sub Registrar Haveli No. 17 at Sr. No. 1770/2012. It seems that the said Power of Attorney was executed to facilitate owner M/s. Surya Housing to enter its name in the revenue record as a owner and until then take such necessary steps as per the powers mentioned therein if required.
- 17) It further appears that, the Deed of Correction came to be executed on 11.2.2013, whereby the sale deed dated 4/9/2012 was corrected, thereby the names of Vikas Pannalal Gupta and Pawan Bhagatram Gupta was shown as consenting party instead of partners of M/s. Surya Housing.
- 18) It further appears that, further Deed of Correction dated 4/2/2013 came to be executed between M/s. Surya Housing and owners in respect of said property admeasuring about 11.76R. The said Deed of Correction was also registered in the office of Sub Registrar Haveli

No. 17 at Sr. No. 1777/2013, thereby making correction in Index-II of the Deed of Correction registered at Sr. No. 1769/2013.

- 19) As per the release deed dated 01/07/2016, which is registered in the office of sub-registrar Haveli No. 1, at Sr. No. 5670/2016, executed by Smt. Vimal Namdeo Jagdale and Kausalya Ramchandra Katke, it further appears that they have confirmed the rights of said Baban Shivram Moze, for and in respect of the total area of 2-H 27.76-R, from and out of the total property admeasuring 2-H 88-R, bearing S. No. 283/1. By the said release deed, the releasers, have confirmed the boundaries, prevailing as on the date of the execution of the release deed. The said release deed was executed for the area admeasuring 11.76 R. There is a specific reference of the release deed dated 10/11/2010, which was registered in the office of sub-registrar Haveli No. 8 at Sr. No. 11181/2010. The executants have stated in the said release deed dated 01/07/2016 that, they have in fact intended to confer the rights in respect of the total area of the land admeasuring 2-H 27.76-R, but through over sight in the earlier release deed dated 10/11/2010, the area was typed as 2-H 16-R. Hence, it appears that the executants, had executed the release deed dated 01/07/2016 in favour of Baban Shivram Moze and even confirmed his rights in respect of 11.76-R of land.
- 20) You have also supplied me the copy of search report dated 31/10/2013 and 21/07/2016, issued by Adv. Kailas Thorat. From the search report dated 31/12/2013, it appears that one Mr. Sunil Baban Moze appears to have executed agreement dated 22/12/2006, registered in the office of sub-registrar Haveli No. 10 at Sr. No. 9545/2006, in respect of the property admeasuring 20.24-R i.e. 2024 Sq. Mtrs., out of the total area admeasuring 288-R, in favour of M/s. Shree Sai Promoters and Builders, through partners 1) Shrinivas Laxman Raskonda, 2) Mr. Navin Ashok Agarwal and 3) Mahesh Tejraj Rathl. Said vendor also executed power of attorney in favour of M/s. Shree Sai Promoters and Builders. It further appears from the search report that, said M/s. Shree Sai Promoters as a power of attorney holder of Sunil Baban Moze, executed the agreement dated 09/04/2007, in favour of one Mr. Nishantraj Govindprasad

Rajgadhiya, in respect of the said portion of 20.24-R. It also appears that the said agreement was registered in the office of sub-registrar Haveli No. 9 at Sr. No. 2779/2007. Along with the said agreement, said M/s. Shree Sai Promoters and Builders, through partner Mr. Shrinivas Laxman Raskonda also executed power of attorney in favour of said Nishantraj Govindprasad Rajgadhiya. The said power of attorney appears to have registered in the office of sub-registrar Haveli No. 9 at Sr. No. 2780/2007.

- 21) It further appears from search report dated 31/12/2013 that the vendors viz. Baban Shivram Moze and others have executed sale deed dated 11/11/2010 of portion of the area admeasuring 40-R out of the total area of 288-R, from S. No. 283/1, in favour of M/s. Natraj Developers Partnership Firm, through partners Punaram Jitaji Chaudhari and others. The said sale deed appears to be registered in the office of sub-registrar Haveli No. 8, at Sr. No. 11179/2010. Along with the said sale deed, said vendors also executed power of attorney in favour of M/s. Natraj Developers. The said power of attorney was also registered in the office of sub-registrar Haveli No. 8 at Sr. No. 11180/2010. It appears that, the owners of the property bearing S. No. 283/1, have sold 11.76-R of land to M/s. Surya Housing and given development rights in respect of 216-R of land . Thus, M/s. Surya Housing have acquired rights from the property admeasuring 227.76 R of land.
- 22) It further appears from the search report dated 21/07/2016 of Adv. Kailas Thorat that, the sale deed dated 28/01/2014, appears to be executed by one Mr. Sunil Baban Moze through his power of attorney holder M/s. Shree Sai Pramoters and Builders through partners Mahesh Tejraj Rathi, Mr. Navin Ashok Agarwal and Mr. Shrinivas Laxman Raskonda through power of attorney holder through Mr. Nishantraj Govindprasad Rajgadhiya in favour of Mr. Nishantraj Govindprasad Rajgadhiya. The said sale deed appears to be registered in the office of sub-registrar Haveli No. 8, at Sr. No.587/2014. From the Search Report dated 21/7/2016, in all four Release Deeds have been referred which are respectively dated 20/5/2014 (Registration No. 4751/2014), dated 3/7/2014

(Registration No. 6260/2014), dated 24/7/2014 (Registration No. 7093/2014) and dated 4/9/2014 (Registration No. 8567/2014). You have furnished me the copies of the same. The Release Deed dated 20/5/2014, appears to be executed by Leelabai Hambir Pingle and Vatsala Gabaji Katake in favour of Hanumant Parshuram Moze and Sharad Navnath Moze, in respect of the properties bearing S.No. 306, Hissa No. 2B/3, total area 1H. 11 R and out of the same undivided share of the Executant, City Survey No. 868 (Old City Survey No. 133) area 33.4 Sq.mtrs. and out of that undivided share of executants and also CTS No. 869 (Old CTS No. 134) area 40.2 Sq.mtrs and out of that undivided share of executants. The Second Release Deed dated 3/7/2014, appears to be executed by Mrs. Sushila Dnyaneshwar Lokhande in favour of the same parties i.e. Hanumant Moze and Sharad Moze. The Third Release Deed dated 24/7/2014, which appears to be executed by Mrs. Shalan Pandurang Satav in favour of same parties. Forth Release Deed is dated 4/9/2014, which is executed by Satyabhama Ganpat Tingre in favour of the same parties. It is worth noting that in all the said Release Deeds, the Executant has mentioned the property bearing S.No. 283/1 only on the possibility that they may get share in future. Thus, it is clear that as on the date of execution of the Release Deed, said Executants were not having rights in the said property. As such, I am of the opinion that the said Release Deeds will not have any effect on the title of the property, which is the subject matter of the present Title Report.

- 23) In the Search Report dated 21/7/2016, there is a reference of the Sale Deed dated 26/2/2015 executed by Nishantraj Govindprasad Rajgadha, in favour of M/s. Vasantam Developers for and in respect of the property admeasuring 20.24 Ares, out of S.No. 283/1 and which Sale Deed is registered in the office of Sub Registrar Haveli No. 8 at Sr. No. 2026/2015. The said property has no concern with the property which is the subject matter of the Title Report. There is also reference of Transfer Deed dated 7/4/2015 executed by Natraj Developers and others, in favour of Collector Office, for and in respect of the property admeasuring 1064.92 Sq.mtrs. out of S.No. 283/1 and this Transfer Deed was registered with the office of Sub

Registrar Haveli No. 1 at Sr. No. 2688/2015. The said Transfer Deed is in respect of amenity space, handed over to the Collector by Natraj Developers. There is also a reference of the Release Deed dated 28/5/2015, executed by Jagdish Sujaji Parihar in favour of Natraj Developers in respect of the property admeasuring 293.508 Sq.mtrs. out of S. No. 283/1 and which document is registered in the office of Sub Registrar Haveli No. 18 at Sr. No. 4107/2015.

24) Thus, considering all above said documents, I am of the opinion that, title of the owner i.e. M/s. Surya Housing to the property mentioned at Para No.2A i.e. 11.76R is clean, clear and marketable, whereas the owners of the property mentioned at Para No. 2B are having clean, clear and marketable title and M/s. Surya Housing is sufficiently entitled to develop the said property admeasuring about 216 R + 11.76 R Total Area Adm. 227.76 R. Hence this legal opinion.

25) **General**

- a. This Title Report is issued solely on the basis of the documents provided by you as mentioned in Para 3 hereinabove and I have no obligation to update this Title Report with any information or replies or documents received by us beyond this date.
- b. I am not qualified to and have not independently verified the area of the said Property. I have referred to and retained the admeasurements in Hectare/Ares and sq. meters, as I have found them in various documents.
- c. For the purpose of this Title Report, I have assumed:
 - i) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.
 - ii) That there have been no amendments or changes to the documents examined by us.
 - iii) The accuracy and completeness of all the factual representations made in the documents.

- iv) That all prior documents have been adequately stamped and duly registered.
 - v) Any statements in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this title Report is correct and otherwise genuine.
 - vi) Each document binds the parties intended to be bound thereby.
 - vii) Photocopies provided to us are accurate photocopies of originals.
- d. For the purposes of this Title Report, I have relied upon information relating to:
- i) All of the information (including the documents) supplied to us was, when given, and remains, true, complete, and accurate and not misleading.
 - ii) Boundaries on the basis of the documents provided to us by the clients.
- e. For the purposes of this Title Report, I have relied upon:
- i) Photocopies of documents
 - ii) Photocopies of 7/12 Extracts in respect of the said Property.
- f. For the purpose of this Title Report, I have relied upon information relating to lineage, on the basis of revenue records and information provided to us by you.
- g. I express no view about the zoning/user/ reservations /FSI /or develop ability of said Property.
- h. I am not authorized or qualified to express an opinion relating to plan permissions, approval or development potential of the said Property.

- i. A certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.
 - j. Even though this document is titled "Title Report" it is in fact an opinion based on the documents perused by us. The Title Report has been so given at the request of the client to whom it is addressed.
 - k. This Title Report is limited to the matters pertaining to Indian Law (as on the date of this Title Report) alone and I express no opinion on laws of any other jurisdiction.
- 26) This opinion is addressed to M/s. Surya Housing alone. This opinion may not be disclosed, furnished, quoted or relied on by any person or entity other than M/s. Surya Housing for any purpose without our prior written consent. It may however be disclosed or furnished by M/s. Surya Housing as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority.



Sachin S. Bhalerao
Advocate
For S.S.Bhalerao & Co.