

HEMANT PATIL & ASSOCIATES

ADVOCATES & LEGAL CONSULTANTS

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FORMAT - A

(Circular No. 28/2021)

To,
Maharashtra Real Estate Regulatory Authority,
Housefin Bhavan, Near RBI,
E Block, Bandra Kurla Complex,
Bandra East, Mumbai-400 051.

LEGAL TITLE REPORT

Sub:- Title clearance certificate with respect to Plot bearing Survey No. 61, Hissa No. 9/1 area admeasuring about 500 Square Meters assessed at Rs. 00=70 Paise and Survey No. 61, Hissa No. 9/2 admeasuring about 1758 Square Meters out of total area admeasuring about 2380 Square Meters assessed at Rs. 03=12 Paise and Survey No. 61, Hissa No. 1/B/2 area admeasuring about 115 Square Meters out of total area admeasuring about 4922 Square Meters assessed at Rs. 01=30 Paise and Survey No. 61, Hissa No. 1/A/2 area admeasuring about 507 Square Meters out of total area admeasuring about 2600 Square Meters assessed at Rs. 00=37 Paise all lying being and situate at Village Barave, Taluka Kalvan, District Thane within the limits of Kalvan Dombivali Municipal Corporation (hereinafter referred as the "said plot").

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We have investigated the title of the said plot on the request of M/s. GNP Landmark (a registered partnership firm registered under the Indian Partnership Act, 1932), having its registered office at 1203, Rupa solitaire, millennium business park, Mahape, Navi Mumbai, as per the following details / documents i.e. :-

1) **Description of the Plot -**

All that Piece and Parcel of property bearing Survey No. 61, Hissa No. 9/1 area admeasuring about 500 Square Meters assessed at Rs. 00=70 Paisa and Survey No. 61, Hissa No. 9/2 admeasuring about 1758 Square Meters out of total area admeasuring about 2380 Square Meters assessed at Rs. 03=12 Paisa and Survey No. 61, Hissa No. 1/B/2 area admeasuring about 115 Square Meters out of total area admeasuring about 4922 Square Meters assessed at Rs. 01=30 Paise and Survey No. 61, Hissa No. 1/A/2 area admeasuring about 507 Square Meters out of total area admeasuring about 2600 Square Meters assessed at Rs. 00=37 Paisa all lying being and situate at Village Barave, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation within jurisdiction of Sub-Registrar, Kalyan and Registration District Thane.



2) The documents of allotment of Plot :-

i) Survey No. 61 Hissa No. 9/1 :-

- a) 7/12 extract issued by Talathi Saja Barave, Tal. Kalyan, Dist. Thane dated 07/02/2023 of the said property
- b) Mutation Entry No. 975 dated 05/11/2003
- c) Development Agreement dated 23/06/2020
- d) Power of Attorney dated 23/06/2020
- e) Agreement for Assignment of Development Rights dated 13/12/2022
- f) Power of Attorney dated 13/12/2022.
- g) Search Report dated 04/01/2023 issued by Searcher Mr. Sunil Bhalerao for the year 1993 to 2022.

ii) Survey No. 61, Hissa No. 9/2 and Survey No. 61, Hissa No. 1/B/2 :-

- a) 7/12 extract issued by Talathi Saja Barave, Tal. Kalyan, Dist. Thane dated 31/10/2022 of the said property.
- b) 7/12 extract issued by Talathi Saja Barave, Tal. Kalyan, Dist. Thane dated 02/02/2023 of the said property.



- c) Mutation Entry No. 1074 dated 26/09/2008.
- d) Mutation Entry No. 1235 dated 14/03/2012.
- e) Mutation Entry No. 1595 dated 01/07/2022.
- f) Mutation Entry No. 1602 dated 30/09/2022.
- g) Mutation Entry No. 1615 dated 02/02/2023.
- h) Deed of Conveyance dated 24/03/2009.
- i) Agreement dated 03/06/2009.
- j) Power of Attorney dated 03/06/2009.
- k) Deed of Confirmation dated 26/06/2009.
- l) Power of Attorney dated 26/06/2009.
- m) Deed of Exchange dated 19/06/2011
- n) Deed of Conveyance dated 10/10/2018.
- o) Deed of Conveyance dated 03/09/2020.
- p) Deed of Rectification dated 17/02/2021.
- q) Deed of Rectification dated 27/06/2022.
- r) Deed of Rectification dated 27/06/2022.
- s) Deed of Conveyance dated 20/09/2022
- t) Deed of Correction dated 22/09/2022.
- u) Deed of Exchange dated 23/12/2022
- v) Search Report dated 09/11/2022 issued by Searcher Mr. Sunil Bhalerao for the 30 years from 1993 to 2022.



(iii) Survey No. 61, Hissa No. 1/A/2 :-

- a) 7/12 extract issued by Talathi Saja Barave, Tal. Kalyan, Dist. Thane dated 31/10/2022 of the said property.
- b) Mutation Entry No. 1516 dated 25/02/2021.
- c) Mutation Entry No. 1603 dated 30/09/2022.
- d) Deed of Exchange dated 19/06/2011
- e) Deed of Rectification dated 17/02/2021.
- f) Deed of Confirmation dated 06/09/2022
- g) Deed of Conveyance dated 20/09/2022
- h) Search Report dated 09/11/2022 issued by Searcher Mr. Sunil Bhalerao for the year 1993 to 2022.

2/- On perusal of the above mentioned documents and all other relevant documents relating to title of the said property, we are of the opinion that the title of following Owner / Developer is clear, marketable and without any encumbrances.

Owners of the Land :-

- (1) Smt. Vimal Bharat Gaikar bearing Survey No. 61 Hissa No. 9/1
- (2) M/s. GNP Landmark bearing Survey No. 61, Hissa No. 9/2



- (3) M/s. GNP Landmark bearing Survey No. 61, Hissa No. 1/B/2
- (4) M/s. GNP Landmark bearing Survey No. 61, Hissa No. 1/A/2

3/- The report reflecting the flow of the title of the Owner/ Developer on the said lands is enclosed herewith as annexure.

Encl.: Annexure

Date : 27/02/2023

For HEMANT PATIL & ASSOCIATES



(Hemant D. Patil)

Advocate



HEMANT PATIL & ASSOCIATES

ADVOCATES & LEGAL CONSULTANTS

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FLOW OF THE TITLE OF THIS SAID LAND

Sr. No.

- 1) 7/12 extract.
- 2) Mutation Entries.
- 3) Search report for 30 years from 1993 to 2022 taken from Sub-Registrar office at Kalyan
- 4) Any other relevant title.

i) Survey No. 61 Hissa No. 9/1 :-

A. **EPITOME OF TITLE** : The following is the epitome of title (which information is based on the documents inspected by us or copies of documents furnished to us or based on contents in the documents furnished to us)

1. By Development Agreement dated 23rd June, 2020 executed between Smt. Vimal Bharat Gaikar and others and Shri. Girish Narayan Pawar, which is duly registered on 23rd June, 2020 with the office of Sub-Registrar of Assurances, Kalyan-2 under Sr. No. KLN-2/5063/2020 in respect of land bearing Survey No. 61 Hissa No. 9/1 area admeasuring about 500

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Square Meters, Smt. Vimal Bharat Gaikar and others have assigned development rights of the said plot to Shri. Girish Narayan Pawar.

2. By Power of Attorney dated 23rd June, 2020 executed by Smt. Vimal Bharat Gaikar and others in favour of Shri. Girish Narayan Pawar, which is duly registered on 23rd June, 2020 with the office of Sub-Registrar of Assurances, Kalyan-2 under Sr. No. KLN-2/5064/2020 in respect of land bearing Survey No. 61 Hissa No. 9/1, Smt. Vimal Bharat Gaikar and others have authorized Shri. Girish Narayan Pawar to do various acts, deeds, matters and things mentioned therein.
3. By an Agreement for Assignment of Development Rights dated 13th December, 2022 executed between Shri. Girish Narayan Pawar as Assignor and M/s. GNP Landmark as Assignees and Smt. Vimal Bharat Gaikar and others as Confirming Party/Owner therein, which is duly registered on 13th December, 2022 with the office of Sub-Registrar of Assurances, Kalyan-2 under Sr. No. KLN-2/16513/2022 in respect of land bearing Survey No. 61 Hissa No. 9/1 area admeasuring about 500 Square Meters, Shri. Girish Narayan Pawar and Smt. Vimal Bharat Gaikar and



others have assigned development rights of the said plot to M/s. GNP Landmark.

4. By Power of Attorney dated 13th December, 2022 executed by Smt. Vimal Bharat Gaikar and others in favour of M/s. GNP Landmark, which is duly registered on 13th Decmeber, 2022 with the office of Sub-Registrar of Assurances, Kalyan-2 under Sr. No. KLN-2/16514/2022 in respect of land bearing Survey No. 61 Hissa No. 9/1, Smt. Vimal Bharat Gaikar and others have authorized M/s. GNP Landmark to do various acts, deeds, matters and things mentioned therein.
 5. In terms of the said Development Agreement dated 13th December, 2022, M/s. GNP Landmark are entitled to develop the said Plot i.e. property bearing Survey No. 61, Hissa No. 9/1 area admeasuring about 500 Square Meters assessed at Rs. 00=70 Paisa lying being and situate at Village Barave, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation.
- B. The name of owner Smt. Vimal Bharat Gaikar is reflected on the 7/12 extract of the said plot.



C. On the basis of information (which has been gleaned from the copies of the documents furnished to us), the title of Smt. Vimal Bharat Gaikar to the Plot is clear and marketable.

ii) Survey No. 61, Hissa No. 9/2 and Survey No. 61, Hissa No. 1/B/2 :-

A. **EPITOME OF TITLE** : The following is the epitome of title (which information is based on the documents inspected by us or copies of documents furnished to us or based on contents in the documents furnished to us)

1. By a Deed of Conveyance dated 24th March, 2009 executed between Mr. Girish Narayan Pawar and Mr. Shrikant D. Shitole, which was duly registered with the office of Sub Registrar of Assurances at Kalyan on 06/07/2009 under Sr. No. KLN-2/3465/2009, the said Mr. Girish Pawar and Mr. Shrikant Shitole, had jointly purchased and acquired all the rights, title, interests and claims whatsoever in the land bearing Survey No. 61 Hissa No. 9/2 (old survey No. 106 Hissa No. 9) area admeasuring about 2380 Square Meters lying, being and situate at village Barave, Taluka Kalyan and District Thane (hereinafter referred



to as "the said entire property") from M/s. Ravalgaon Sugar Farm Ltd.

2. By an Agreement for Sale dated 3rd June, 2009 executed between (1) Smt. Vithabai Shantaram Bhoir (2) Shri Shivaji Shantaram Bhoir (3) Shri Arjun Shantaram Bhoir (4) Shri Gurunath Shantaram Bhoir (5) Shri Vikas Shantaram Bhoir (6) Shri Prakash Shantaram Bhoir and One M/s. Yashashree Properties through its partner Mr. Kirit G. Bhanushali, which was duly registered on 3rd June, 2009 with the office of Sub Registrar of Assurances, Kalyan under Sr. No. KLN-2/3497/2009, the said M/s. Yashashree Properties acquired and obtained peaceful possession of the said entire Property from said Smt. Vithabai Shantaram Bhoir and others.
3. By Power of Attorney dated 3rd June, 2009 executed by (1) Smt. Vithabai Shantaram Bhoir (2) Shri Shivaji Shantaram Bhoir (3) Shri Arjun Shantaram Bhoir (4) Shri Gurunath Shantaram Bhoir (5) Shri Vikas Shantaram Bhoir (6) Shri Prakash Shantaram Bhoir in favour of Mr. Kirit G. Bhanushali, the Partner of M/s. Yashashree Properties, which was duly registered on 3rd June, 2009 with the office of Sub Registrar of





Assurances, Kalyan under Sr. No. KLN-2/79/2009, the said Smt. Vithabai Shantaram Bhoir and Others has given authority to Mr. Kirit G. Bhanushali, the Partner of M/s. Yashashree Properties to enable them to carry out all the acts, deeds, matters and things in respect of the said entire Property.

4. By Deed of Confirmation dated 26th June, 2009 executed between (1) Indira Balwant Patil (2) Sadhana Anant Pawshe and (3) Sangeeta Leeladhar Tavre and M/s. Yashashree Properties through its Partner Mr. Kirit G. Bhanushali, which was duly registered on 26th June, 2009 with the office of Sub Registrar of Assurances at Kalyan under Sr. No. KLN-2/4189/2009, the said Indira Balwant Patil and others confirmed, consented to and assured the said Agreement for Sale dated 3rd June, 2009 in respect of the said entire Property.
5. By Power of Attorney dated 26th June, 2009 executed by (1) Indira Balwant Patil (2) Sadhana Anant Pawshe and (3) Sangeeta Leeladhar Tavre in favour of Mr. Kirit G. Bhanushali, the Partner of M/s. Yashashree Properties, which was duly registered on 26th June, 2009 with the office of Sub Registrar of Assurances,





Kalyan under Sr. No. KLN-2/194/2009, the said (1) Indira Balwant Patil (2) Sadhana Anant Pawshe and (3) Sangeeta Leeladhar Tavre has given authority to Mr. Kirit G. Bhanushali, the Partner of M/s. Yashashree Properties to enable them to carry out all the acts, deeds, matters and things in respect of the said entire Property.

6. By Mutation Entry No. 1074 dated 26th September, 2008, the names of tenants in the said entire property were removed as per order dated 18th July, 2008 passed by Tahsildar and Agricultural Land Tribunal, Kalyan in Case No. 13/2008.
7. By Mutation Entry No. 1235 dated 14th March, 2012, the names of tenants in the said entire property were removed as per order dated 13th March, 2012 passed by Tahsildar and Agricultural Land Tribunal, Kalyan in 70-B Case No. 10/2010.
8. By Deed of Retirement dated 28th January, 2010, Mr. Kirit G. Bhanushali was retired from the said partnership firm namely M/s. Yashashree Properties and Mr. Girish N. Pawar and Mr. Shrikant D. Shitole



became the partners of the said firm M/s. Yashashree Properties.

9. By Deed of Admission-cum-Retirement dated 20th January, 2022, Mr. Shrikant D. Shitole has given his 20% share to Mr. Kaustub Shekhar Latke and admitted as Partner of the said firm and by the same Deed of Admission-cum-Retirement, Mr. Shrikant D. Shitole retired from the said partnership firm and has transferred his remaining 30% share in favour of Mr. Girish Narayan Pawar.
10. By Deed of Exchange dated 19th July, 2011 for adjusting boundaries executed between The South Indian Association and Mr. Girish Pawar and Mr. Shrikant Shitole, which was duly registered on 19th July, 2011 with the office of Sub-Registrar of Assurances, Kalyan-2 under Sr. No. KLN-2/7766/2011 in respect of land bearing Survey No. 61 Hissa No. 1(Part) and Survey No. 61 Hissa No. 9/2, The South Indian Association and Mr. Girish Pawar and Mr. Shrikant Shitole exchanged land admeasuring 506.73 sq. mtrs. from their respective properties with each other.



11. By a Deed of Conveyance dated 10th October, 2018 executed between Mr. Girish Pawar and Mr. Shrikant Shitole, which was duly registered on 19th June, 2019 with the office of the Sub Registrar of Assurances at Kalyan-2 under Sr. No. 8710/2019, said Mr. Shrikant Shitole sold, transferred, conveyed his 50% undivided right, title, interest and share in the said entire Property to Mr. Girish Pawar. By virtue of Deed of Conveyance dated 10th October, 2018, a Mutation Entry No. 1471 effected and name of Mr. Girish Pawar was recorded to the revenue record of the said entire property and accordingly, Mr. Girish Pawar became absolute owner of the said entire property.
12. By a Deed of Conveyance dated 3rd September, 2020 executed between Mr. Kaustubh Shekhar Latke and Mr. Girish Pawar which was duly registered on 2nd October, 2020 with the office of the Sub Registrar of Assurances, Kalyan-2 under Sr. No. KLN-2/10016/2020, said Mr. Kaustubh Latke has purchased and acquired 20% share i.e. land admeasuring 476 sq. mtrs. in the said entire Property. By virtue of the Deed of Conveyance dated 3rd September, 2020, a Mutation Entry No. 1499 was effected and name of said Mr. Kaustubh Latke was recorded to the revenue



record of the said entire property to the extent of area admeasuring 476 sq. mtrs.

13. By Rectification Deed dated 17th February, 2021 executed between, The South Indian Association and Mr. Girish Pawar and Mr. Shrikant Shitole, which was duly registered on 17th February, 2021 at Sub-Registrar of Assurance, Kalyan-2 under Sr. No. KLN-2/3532/2021, the Parties therein have rectified an area about 506.73 Sq. Mtrs, is exchanged with adjacent plot of Mr. Girish Pawar and Mr. Shrikant Shitole.
14. By Deed of Rectification dated 27th June, 2022 executed by Mr. Girish Pawar which was duly registered on 27th June, 2022 with the office of Sub-Registrar of Assurance, Kalyan-2 under Sr. No. KLN-2/15108/2022, the said Mr. Girish Pawar carried out rectification to the area of the property which had inadvertently described wrongly in the said Deed of Conveyance dated 3rd September, 2020.
15. By Deed of Rectification dated 27th June, 2022 executed by Mr. Girish Pawar which was duly registered on 27th June, 2022 with the office of Sub-Registrar of Assurance, Kalyan-2 under Sr. No. KLN-2/15109/2022, the said Mr. Girish Pawar carried out



rectification to the area of the property which had inadvertently described wrongly in the said Deed of Conveyance dated 10th October, 2018.

16. By virtue of the said Rectification Deed dated 27th June, 2022, a Mutation Entry No. 1595 dated 01/07/2022 was effected and the area of the said property is rectified in the names of Mr. Girish Pawar and Mr. Kaustubh Latke.
17. By Deed of Conveyance dated 20th September, 2022 executed between Mr. Girish Pawar and Mr. Kaustubh Latke and M/s. GNP Landmark, a Partnership Firm, which was duly registered on 20th September, 2022 with the office of Sub Registrar of Assurances, Kalyan-2 under Sr. No. KLN-2/21476/2022, the said Mr. Girish Pawar and Mr. Kaustubh Latke sold, transferred and conveyed the said property in favour of M/s. GNP Landmark and accordingly, by virtue of the Deed of Conveyance dated 20th September, 2022, a Mutation Entry No. 1602 dated 30th September, 2022, the name of M/s. GNP Landmark is recorded to the revenue record of the said property.
18. By Deed of Correction dated 22nd September, 2022 executed between Mr. Girish Pawar and Mr. Kaustubh



Latke and M/s. GNP Landmark, a Partnership Firm, which was duly registered on 22nd September, 2022 with the office of Sub Registrar of Assurances, Kalyan-2 under Sr. No. KLN-2/21632/2022, the parties therein have carried out correction as regards area mentioned in the Index-II of the Deed of Conveyance dated 20th September, 2022.

19. By Deed of Exchange dated 23rd December, 2023 for adjusting boundaries executed between M/s. Milestone Estate and M/s. GNP Landmark, which was duly registered on 26th December, 2022 with the office of Sub-Registrar of Assurances, Kalyan-2 under Sr. No. KLN-2/29076/2022 in respect of land bearing Survey No. 61 Hissa No. 1/B/2 and Survey No. 61 Hissa No. 9/2, M/s. Milestone Estate and M/s. GNP Landmark exchanged land admeasuring 115 sq. mtrs. from their respective properties with each other.
20. M/s. GNP Landmark, thus became absolute owner of the property bearing Survey No. 61, Hissa No. 9/2 area admeasuring about 1758 Square Meters out of total area admeasuring about 2380 Square Meters assessed at Rs. 03=12 Paisa and Survey No. 61, Hissa No. 1/B/2 area admeasuring about 115 Square Meters out of total area admeasuring about 4922 Square





Meters assessed at Rs. 01=30 Paise lying being and situate at Village Barave, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation.

- B. The name of M/s. GNP Landmark is reflected on the 7/12 extract of the said plot.
- C. On the basis of information (which has been gleaned from the copies of the documents furnished to us), the title of M/s. GNP Landmark to the Plot is clear and marketable.

(iii) Survey No. 61, Hissa No. 1/A/2 :-

- A. **EPITOME OF TITLE** : The following is the epitome of title (which information is based on the documents inspected by us or copies of documents furnished to us or based on contents in the documents furnished to us)

1. By Deed of Exchange dated 19th July, 2011 for adjusting boundaries executed between The South Indian Association and Mr. Girish Pawar and Mr. Shrikant Shitole, which was duly registered on 19th July, 2011 with the office of Sub-Registrar of Assurances, Kalyan-2 under Sr. No. KLN-2/7766/2011 in respect of land bearing Survey No. 61



Hissa No. 1(Part) and Survey No. 61 Hissa No. 9/2, The South Indian Association and Mr. Girish Pawar and Mr. Shrikant Shitole exchanged land admeasuring 506.73 sq. mtrs. from their respective properties with each other.

2. By Rectification Deed dated 17th February, 2021 executed between, The South Indian Association and Mr. Girish Pawar and Mr. Shrikant Shitole, which was duly registered on 17th February, 2021 at Sub-Registrar of Assurance, Kalyan-2 under Sr. No. KLN-2/3532/2021, the Parties therein have rectified the survey number of the said property.
3. By virtue of the said Rectification Deed and the Exchange Deed the name of Mr. Girish Pawar, is entered in to the revenue record of the said property bearing Survey No. 61 Hissa No. 1/A/2 area admeasuring about 507 Square Meters situate, lying and being at Mouje Barave, Taluka Kalyan, District Thane by Mutation Entry No. 1516 on 25th February, 2021.
4. By Confirmation Deed dated 6th September, 2022 executed between Mr. Girish Pawar and Mr. Shrikant Shitole, which was duly registered with the office of



Sub Registrar of Assurances, Kalyan-5 under Sr. No. KLN-5/12166/2022, the said Mr. Shrikant Shitole confirmed that, only Mr. Girish Pawar is absolute owner of the said property bearing Survey No. 61 Hissa No. 1/A/2 area admeasuring about 507 Square Meters situate, lying and being at Mouje Barave, Taluka Kalyan, District Thane.

5. By Deed of Conveyance dated 20th September, 2022 executed between Mr. Girish Pawar and M/s. GNP Landmark, a Partnership Firm, which was duly registered on 20th September, 2022 with the office of Sub Registrar of Assurances, Kalyan-2 under Sr. No. KLN-2/21477/2022, the said Mr. Girish Pawar sold, transferred and conveyed the said property in favour of M/s. GNP Landmark and accordingly, by virtue of the Deed of Conveyance dated 20th September, 2022, a Mutation Entry No. 1603 dated 30th September, 2022, the name of M/s. GNP Landmark is recorded to the revenue record of the said property.
6. M/s. GNP Landmark, thus became absolute owner of the property bearing Survey No. 61, Hissa No. 1/A/2 area admeasuring about 507 Square Meters out of total area admeasuring about 2600 Square Meters assessed



at Rs. 00=37 Paise lying being and situate at Village Barave, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation.

- B. The name of M/s. GNP Landmark is reflected on the 7/12 extract of the said plot.
- C. On the basis of information (which has been gleaned from the copies of the documents furnished to us), the title of M/s. GNP Landmark to the Plot is clear and marketable.

5) Litigation if any - No.

Date : 27/02/2023

For HEMANT PATIL & ASSOCIATES



(Hemant D. Patil)

Advocate

