

Abhijit A. Chitnis
B. Com., LL. B.

Advocate High Court

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Resi. : A/9, Snehgandha Chhaya C. H. S., Plot No. RH-20, M. I. D. C., Residential Zone, Dombivli (E) - 421 203. ☎ : 244 56 27

Ref. No.

Date :

TITLE - REPORT

PROPERTY: - ALL THAT PIECE OR PARCEL of N.A. land bearing S.No.14 (Old S.No.139), H.No.9, admeasuring 700 Sq.Mtrs., and S.No.14 (Old S.No.139), H.No.10, admeasuring 1500 Sq.Mtrs., thus totally admeasuring 2200 Sq.Mtrs., lying, being and situate at village Sagaon, Tal. Kalyan, Dist. Thane.

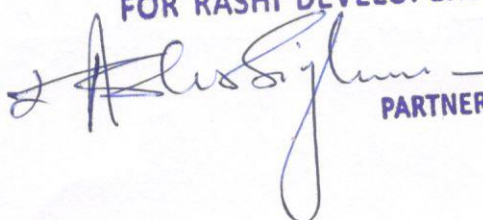
With an endeavour to investigate the title of M/s. Rashi Developers with regards to the above captioned land being all that piece and parcel of a land bearing S.No.14 (Old S.No.139), H.No.9, admeasuring 700 Sq.Mtrs., and S.No.14 (Old S.No.139), H.No.10, admeasuring 1500 Sq.Mtrs., thus totally admeasuring 2200 Sq.Mtrs., lying, being and situate at village Sagaon, Tal. Kalyan, Dist. Thane (hereinafter called and referred to as the **Said Land**), I have perused two separate Search Reports both dated 27.12.2019, issued by Searcher Mr. Mayur Surte, in respect of searches taken by him of Index-II maintained in the Office of Sub-Registrar, Kalyan, at Kalyan and Dombivli for the period of 30 years, commencing from 1990 to 2019, and have gone through the record of rights and documents relating to the said land and on the perusal thereof my observations are as under: -

1. Vide Conveyance Deed dated 20.04.1961, registered with the office of Sub-Registrar, Kalyan on 20.04.1961 at Sr.No.386/1961, Mr. Kanhaiyalal Damodarlal Agrawal purchased the N.A. land bearing S.No.139 (now S.No.14), H.No.9, from its erstwhile owner Mr. Ambo Ragho Patil, at or for valuable consideration mentioned thereunder.
2. Vide Conveyance Deed dated 20.04.1961, registered with the office of Sub-Registrar, Kalyan on 20.04.1961 at Sr.No.385/1961, Mr. Kanhaiyalal Damodarlal Agrawal purchased the N.A. land bearing S.No.139 (now S.No.14), H.No.10 from its erstwhile owner Mr. Shanivar Dhondu Patil, at or for valuable consideration mentioned thereunder.

[Signature]
FOR RASHI DEVELOPERS
PARTNER

[Signature]
FOR RASHI DEVELOPERS
PARTNER

3. Pursuant to the aforesaid Two Conveyance Deeds the name of Mr. Kanhaiyalal Damodarlal Agrawal came to be duly mutated on the 7/12 Extracts of the both the lands together forming the said land.
4. Upon the death of Mr. Kanhaiyalal Damodarlal Agrawal on 29.11.1979, as per his Will dated 24.04.1979 the said land devolved upon (1) Mr. Rajiv Krishnagopal Agrawal, (2) Mr. Amit Ramgopal Agrawal, (3) Mr. Mohit sRamgopal Agrawal & (4) Mr. Madhur Ashokkumar Agrawal in the ratio of 2:1:1:2 respectively. Vide Mutation Entry No.17 dated 02.04.1996, the names of abovenamed beneficiaries were duly mutated in the revenue records of the said land, as the owners thereof.
5. Vide Conveyance Deed dated 05.01.2017, duly registered with the Office of Joint Sub-Registrar of Assurances, Kalyan-4, at Sr.No.155/2017, M/s. Rashi Developers through its Partner Mr. Ashish Singhania purchased the said land from (1) Mr. Rajiv Krishnagopal Agrawal, (2) Mr. Amit Ramgopal Agrawal, (3) Mr. Mohit Ramgopal Agrawal & (4) Mr. Madhur Ashokkumar Agrawal, at or for valuable consideration mentioned thereunder. Vide Mutation Entry No.49 dated 08.01.2019, the name of M/s. Rashi Developers, through its Partner Mr. Ashish Singhania was duly mutated in the revenue records of the said land, as the owner thereof
6. Upon perusal of two separate Search Reports both dated 27.12.2019, issued by Searcher Mr. Mayur Surte in respect of search taken by him of Index-II Registers maintained in the Office of Sub-Registrar, Kalyan & Dombivli, pertaining to the period from 1990 to 2019, and upon perusal of the record of rights relating to the said land, I have not noticed any standing encumbrance over, upon or in respect of the land bearing S.No.14, H.No.9, in the nature of gift, lease, mortgage, sale, agreement or such other encumbrance of like nature.
7. As far as Search Report of land bearing S.No.14, H.No.10 is concerned, I have noticed one entry being Sale Certificate dated 17.11.1995 issued by Addl. Tahsildar, A.L.T., Kalyan in favour of one Mr. Krishna Shankar Kene, and registered with the office of Sub-Registrar, Kalyan-3, on 23.01.1996 at

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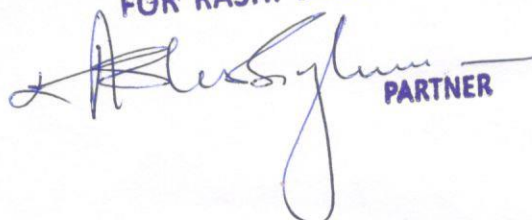
Sr.No.82/568/275. With and endeavour to investigate the aforesaid entry, I have perused the certified copy of the aforesaid document, from the office of Sub-Registrar, Kalyan-3, and upon perusal of the said Sale Certificate, I am of the opinion that, the aforesaid document does not pertain to the land bearing S.No.14, H.No.10 forming part of the said land, and hence there is no standing encumbrance over, upon or in respect thereof. The reasons for my opinion are as under:

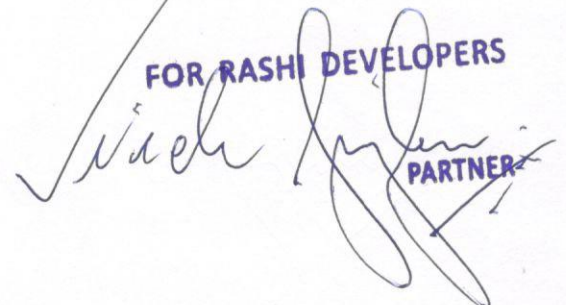
- (a) The said Sale Certificate pertains to land bearing S.No.14, H.No.10, admeasuring 5½ Gunthas, village Sagaon-Sonarpada, the erstwhile owner of the land is shown as Mr. Vithaldas Govind Thakkar & 5 Others, whereas the erstwhile owner of the land in question to which this title report pertains to prior to 20.04.1961 was Mr. Shanivar Dhondu Patil and thereafter Mr. Kanhaiyalal Damodarlal Agrawal and/or his successors-in-title as depicted hereinabove and presently M/s. Rashi Developers.
- (b) Further more, it is pertinent to note that, in the case of land in which Sale Certificate under Section 32-M of B.T. & A.L. Act is issued, it is a prerequisite that, the land is under agricultural use, and the land in question to which this title report pertains to, has been under Non-Agricultural use under N.A. Order dated 15.04.1961, granted by the Hon'ble Mamlatdar, Kalyan.
- (c) Upon going through the record of rights of the land in question to which this title report pertains to, I have not found any Mutation Entry showing any Protected Tenant and/or any order under Section 32G of the B.T. & A.L. Act, which is a prerequisite for issuance of Sale Certificate under Section 32-M of B.T.&A.L. Act. Also the 7/12 Extract dated 27.11.2019, submitted for my perusal clearly shows the Occupancy of said land as Class-I.

From the above discussion and upon going through the documents referred to hereinabove, and upon the information given by Mr. Ashish Singhania partner of M/s. Rashi Developers, I am of the opinion that, M/s. Rashi Developers have rightfully acquired right, title and interest in the said land under registered Conveyance Deed dated 05.01.2017, and their title to the said land is clean, clear, marketable and without any encumbrance and reasonable doubts.

Place : Dombivli
Date : 14.01.2020


(A.A. CHITNIS)
ADVOCATE


FOR RASHI DEVELOPERS
PARTNER


FOR RASHI DEVELOPERS
PARTNER