

TO WHOMSOEVER IT MAY CONCERN

I. At the request of my client, SHRI SAMIR SHRINIVAS KALE, having office at: 301, Shriniwas, Baji Prabhu Deshpande Marg, Vishnu Nagar, Naupada, Thane 400602 (hereinafter referred to as 'the Developer'), I have investigated the title of 1. SHRI SURENDRANATH GOVIND KULKARNI, (hereinafter referred to as 'the Owner No.1') and 2. SHRI VINAYAK SURENDRANATH KULKARNI, (hereinafter referred to as 'the Owner No.2') (for himself and in the capacity of guardian of his minor son Master Ishan Vinayak Kulkarni,) (the Owner No.1 and the Owner No.2 are hereinafter collectively referred to as 'the Owners') in respect of the property more particularly described in the Schedule hereunder written (hereinafter referred to as 'the said Property').

II. This has reference to the Title Certificate furnished to me, which was issued by Mr. H. G. Dharmadhikari, Advocate in respect of the said Property.

III. I have perused the title documents in respect of the property more particularly described in the Schedule hereunder written. I have perused the copy of Search Report dated 20/07/2009 conducted by Jayant A. Chipkar for the period of 30 years i.e. from Year 1980 to Year 2009 at the office of the Sub-Registrar of Assurances at Thane and also caused the searches to be taken for the period of 12 years i.e. from Year 2008 to Year 2019 at the office of the Sub-Registrar of Assurances at Thane. However, on perusal of search reports, it appears that some Index of the documents registered are torn and/or not properly maintained. It must be, therefore, made clear that this opinion as regards title is subject to the limitations mentioned in Search Reports.

IV. I have also issued notice in Free Press Journal on 02/10/2019 and in Thane Vaibhav on 05/10/2019 in respect of the said Property inviting claims and objections, if any, in respect thereof. In pursuance thereof, I have not received any objections in respect thereof.

V. On perusal of the above it appears that :

a) by and under Sale Deed dated 18/12/1934 (hereinafter referred to as 'the said Sale Deed') made and executed by and between Shri Purshottam Anandji Thakur therein referred to as the Vendor of the one part and Shri Govind Balkrishna Kulkarni (hereinafter referred to as 'the said Govind') therein referred to as the Purchaser of the other part, the Vendor therein sold, transferred and conveyed to the Purchaser therein and the Purchaser therein purchased and acquired from the Vendor therein the land bearing S. No.151, Hissa No.4 (P) admeasuring 652 sq.yds. i.e. 545.15 sq.mtrs situate at Village Naupada, Thane, Taluka & District Thane (hereinafter referred to as 'the said Land') at or for the consideration and upon the terms and conditions contained therein. The said Sale Deed is registered in the Office of the Sub Registrar of Assurances at Thane under Sr. No.2460 on 29/06/1951;

b) the said Govind constructed a structure known as Ravindra Kutir as per the plans sanctioned by Grampanchayat, Naupada Village, Thane, the then Competent Authority in Thane on the said Land;

c) the said Govind died intestate on 03/10/1954 leaving behind him his wife Smt. Gangabai Govind Kulkarni, one son Surendranath i.e. the Owners No.1 herein and two daughters namely (1) Kusum and (2) Kamal. After the demise of the said Govind, the said Land together with the said structure standing thereon was mutated in the revenue records vide Mutation Entry No.1869 in the name the Owners No.1 herein through his guardian and mother Smt. Gangabai as per the provisions of the Hindu Law prevailing at the time of the death of the said Govind's death;

d) the Authorities concerned under the Maharashtra Regional Town Planning Act, 1965 made Town Planning Scheme of immovable property of Village Naupada, Thane and the said Land was merged in the Town Planning Scheme No.II of Thane and the said Land was renumbered consisting of CTS No.822 admeasuring 17.5 sq.mtrs., CTS No.823 admeasuring 10.1 sq.mtrs., CTS No.824 admeasuring 12.1 sq.mtrs. and CTS No.825 admeasuring 413.5 sq.mtrs.;

e) in the year 1979, the Government of Maharashtra issued a Sanad in favour of the Owners No.1 herein in the capacity of the owner and holder of the said Land under Section 133 of Maharashtra Revenue Code for each of the CTS No. mentioned above i.e. from CTS No.822 to 825 together with the structure standing thereon, describing the area of the respective CTS Numbers alongwith the boundaries as well as the access. The said Sanad was issued upon conducting an inquiry which was appealable u/s 247 of the Maharashtra Revenue Code however no appeal had been preferred by anyone against the said Sanad in respect of each of the CTS No. from 822 to 825;

f) the Owners No.1 constructed a building comprising of Ground plus One upper floor as per the plans sanctioned by Thana Municipal Council and Commencement Certificate bearing V.P. No.216 dated 01/02/1974 issued by Thana Municipal Council and obtained Occupation Certificate bearing no.214/59 dated 26/06/1975 in respect thereof. Further the said structure was reconstructed as per plans sanctioned by Municipal Corporation of the City of Thane (hereinafter referred to as 'the Corporation') and Commencement Certificate bearing V.P. No.809 dated 20/05/1980 issued by the Corporation and the Owners No.1 obtained Occupation Certificate bearing no. V.P. No.809 dated 30/10/1985 from the Corporation in respect thereof.

g) the premises in the building constructed on the said Land was occupied by the Owners and three tenants namely 1) Mr. Vinayak Shridhar Sapre, 2) Mr. Yashwant Dattatraya Shende and 3) Mr. Sadashiv Mahadeo Halbe who were paying rent to the Owners in respect of the respective premises occupied by them on rental basis. Individually hereinafter be referred to as the said Vinayak, the said Yashwant and the said Sadashiv respectively and collectively are referred to as 'the said Tenants'.

h) the said Vinayak surrendered and relinquished his tenancy rights in favour of the Owners No.1 vide an Agreement dated 04/06/1992 and the said Yashwant surrendered and relinquished his tenancy rights in favour of the Owners No.1 vide an Agreement dated 20/07/1994 and both of them handed over vacant and peaceful possession of the respective Tenanted Premises occupied by them to the Owners. After the demise of the said Sadashiv and his wife, their two sons and one daughter claimed tenancy rights in respect of the tenanted premises occupied by the said Sadashiv. The Owners / the Owners No.1 accepted their claim however thereafter various litigations were filed by the Legal Heirs of the said Sadashiv and the Owners / the Owners No.1 herein against each other (hereinafter referred to as 'the said Litigations'). After demise of wife of the said Sadashiv, her surviving son, widow and son of other deceased son and one daughter (hereinafter referred to as 'the said Halbes') became entitled to the tenancy rights. After discussions and negotiations held between the said Halbes and the Owners No.1 herein, they entered into Deed of Surrender of Tenancy Rights dated 17/12/2018 wherein the said Halbes surrendered and relinquished their tenancy rights in respect of the Tenanted Premises occupied by them and handed over vacant and peaceful possession of the same to the Owners No.1 at or for the consideration paid to them by the Owners No.1 and upon terms and conditions contained therein. The said Deed of Surrender of Tenancy Rights dated 17/12/2018 is registered in the Office of the Sub Registrar of Assurances at Thane under Sr. No.18393/2018;

i) the Owners reconstructed the building standing on the said Land as per the plans sanctioned by the Corporation and amended Commencement Certificate bearing V. P. No.2006/146/TMC/TDD/795 dated 08/03/2010 issued by the Corporation. The Owners obtained Occupancy Certificate bearing no.2006/146/TMC/TDD/59 dated 30/04/2010 in respect of the Building comprising of Ground + First Floor + Part Second Floor popularly known as

Ravindra Kutir and renamed as Pranav (hereinafter referred to as 'the said Building') constructed on the said Land. The said Building is occupied only by the Owners;

j) a portion admeasuring 45.50 sq.mtrs. out of the CTS No.825 was affected by road reservation as per DC Rules of the Corporation and the same was handed over by the Owners No.1 to the Corporation vide Declaration dated 30/07/2007 registered with the Sub Registrar of Assurances at Thane under Sr. No.5587/2007. Subsequently a survey of the said CTS No.825 was carried out by the TILR and the said CTS No. was renumbered as CTS NO.825 A admeasuring 368 sq.mtrs. in the name of the Owners No.1 and CTS No.825B admeasuring 45.50 sq.mtrs. in the name of the Corporation and a separate property card was issued in respect thereof;

k) the Owners No.1 have one son i.e. MR. VINAYAK SURENDRANATH KULKARNI i.e. the Owners No.2, and one daughter namely MRS. APARNA VIJAY DEORUKHKAR (hereinafter referred to as 'the said Aparna') and two grandsons Master Ishan Vinayak Kulkarni (minor) (hereinafter referred to as 'the said Ishan') and Mr. Nishad Vijay Deorukhkar (hereinafter referred to as 'the said Nishad').

l) by and under Deed of Release dated 11/09/2019 (hereinafter referred to as 'the said Release Deed') made and executed by and between the said Nishad therein referred to as the Releasor of the one part and the said Aparna, therein referred to as the Releasee of the other part, the Releasor therein released and relinquished his undivided share, right, title and interest in the said Property in favour of the said Aparna without any consideration and upon the terms and conditions contained therein. The said Deed of Release is registered with the Sub Registrar of Assurances at Thane under Sr. No. 13800/2019 ;

m) by and under Deed of Release dated 11/09/2019 (hereinafter referred to as 'the said Release Deed') made and executed by and between the said Aparna, therein referred to as the Releasor of the one part and the Owners No.1 herein, therein referred to as the Releasee of the other part, the Releasor therein released and relinquished her undivided share, right, title and interest in the said Property in favour of the Owners No.1 without any consideration and upon the terms and conditions contained therein. The said Deed of Release is registered with the Sub Registrar of Assurances at Thane under Sr. No. 13801/2019 ;

n) by and under Development Agreement dated 28/01/2020 (hereinafter referred to as 'the said Development Agreement') made and executed between the said Owners herein, therein also referred to as the Owners of the First Part and the Developer herein therein also referred to as the Developer of the other part; the Owners therein granted to the Developer and the Developer therein acquired irrevocable development rights for and in respect of the said Property at and for and upon the terms and conditions mentioned therein. The said Development Agreement is registered with the Office of Sub-Registrar of Assurances, Thane under serial No.1789/2020.

o) in pursuance to the said Development Agreement the Owners executed Power of Attorney of even date(hereinafter referred to as the said POA), in favour of the Developer i.e. my client as their Attorney to carry out and complete all the acts, deeds, matters and things mentioned therein pertaining to the development of the said Property. The said POA is registered with the Office of Sub-Registrar of Assurances, Thane under serial No.1790/2020.

p) the Developer has on behalf of the said Owners, prepared and submitted a plan in respect of the said property and submitted the same to the Corporation for its approval. The Corporation has approved the same vide V. P. No.S02/0283/19New/TMC/TDD/3354/20 and also issued Commencement Certificate on 29/01/2020.

q) the said Sale Deed has been misplaced and even after carrying out diligent search, has been untraceable. Therefore, Owners No.1 has vide Affidavit dated 12/02/2020, stated, declared and confirmed the said fact and has also averred that he has not deposited the said Sale Deed as security by way of equitable mortgage

or otherwise with anybody nor he has given it to anybody for any purpose of creating any lien, charge or third party interest. The said Affidavit dated 12/02/2020 has been notarized before the Notary under Sr. No.A 2008/2020.

r) by virtue of the said Development Agreement and the said Power of Attorney, the Developer i.e. my client has become solely entitled to develop the said Property by demolishing the said Building and stead constructing the new building thereon as per the sanctioned plans of the Corporation.

In view of the above, I hereby state that in my opinion, subject to : 1) the contents of the said Title Certificate, 2) the limitations and short comings of Search Report, if any and 3) what is stated hereinabove, the title of the Owners in respect of the said Property more particularly described in the Schedule hereunder written is clear, marketable and free m all encumbrances

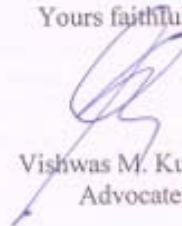
SCHEDULE OF THE PRPERTY

(Description of the said Property)

ALL THOSE pieces and parcels of land bearing S. No.195, Hissa No.4/3 consisting of CTS No.822 admeasuring 17.50 sq.mtrs., CTS No.823 admeasuring 10.1 sq.mtrs., CTS No. 824 admeasuring 12.10 and CTS No.825A admeasuring 368 sq.mtrs. aggregating to 407.70 sq.mtrs. in total alongwith a residential structure standing thereon known as 'Pranav' lying, being and situate at Vardayani Road (Maharshi Karve Road), Naupada, Thane (West)- 400 602 Taluka & District Thane, in the Registration District and Sub District of Thane and within the local limits of Thane Municipal Corporation.

Dated this 13th day of February, 2020.

Yours faithfully,



Vishwas M. Kulkarni
Advocate