



NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
सुदर चलन "ट्रिप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करता येण्याच्या दस्तासाठी लागू नाही.



PARAG S. GANDHI

B.com, LL.B ADVOCATE

SEARCH & TITLE REPORT

THIS IS TO CERTIFY THAT:

I have investigated title to the property more particularly described in the Schedule written hereunder as per the request of **Mr. Ishwar Chandulal Parmar**, R/at- 7/8 Parmar Paradise, B.J. Road, Pune - 411001 and I have to state my opinion as follows :-

1. DESCRIPTION OF THE PROPERTY:-

All that piece and parcel of land and ground situated within the Registration, Sub- District, Taluka- Haveli, District- Pune bearing **Gat No. 90**, admeasuring an area 14 Hectors falling under residential zone and 00 Hector 40 Ares under the green zone thus totally admeasuring an area 14 Hectors 40 Ares i.e. 1,44,000 sq.mtrs. out of total area admeasuring 23 Hector 10 Are, **Village Chikhali**, Pune and situate within the limits of Pimpri Chinchwad Municipal Corporation and bounded as follows -

On or towards the East :	By Shiv (boundary) of Mulshi Village and Gat No. 94.
On or towards the South :	By Gat Nos. 72 and 75
On or towards the West :	By Gat Nos. 76, 77, 79, 87 & 89
On or towards the North :	By remaining property of Gat No. 90 and beyond by Indrayani River.

[Hereinafter referred to as "**the said property**"]

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2. LIST OF DOCUMENTS GIVEN FOR MY PERUSAL:-

1. Xerox copies of the 7/12 extracts from the year 1942-43 till 21/06/2010.
2. Xerox copies of the Mutation Entry Nos. 243, 244, 501, 502, 503, 1, 2783, 2784, 14204, 14205, 3331, 3889, 1155, 3335, 2385, 3424, 37797, 37798.
3. Xerox copy of the Sale Deed, dated 18/05/1962 executed by Sardar Deorao Krishnarao Jadhav in favour of Mr. Babanrao Pandharinath More.
4. Xerox copy of the Sale Deed, dated- 18/05/1962 executed by Sardar Deorao Krishnarao Jadhav in favour of Mr. Dagdu Chimaji Sane.
5. Xerox copy of the Release Deed, dated 22/12/1992 executed by Mrs. Fulabai Ganpat More and others in favour of Mr. Rajaram Kashiba Sane and Mr. Kantilal Kashiba Sane.
6. Xerox copy of the Release Deed, dated 18/07/1994 executed by Mrs. Sulabai Baban More in favour of Mr. Rajaram Kashiba Sane and Mr. Kantilal Kashiba Sane.
7. Xerox copy of the Development Agreement & Power of Attorney, both dated 19/06/2007 executed by Mr. Rajaram Kashiba Sane and others in favour of M/s Riverside Properties.
8. Xerox copy of the Sale Deed, dated - 07/02/2009 executed by Mr. Rajaram Kashiba Sane and others in favour of (1) Mr. Dilip Motilal Chordiya and (2) M/s Vijayalaxmi Developers.
9. Xerox copy of the release Deed, dated 18/02/2008 executed by Mrs. Anjanabai Chinchawade and others in favour of Mr. Namdeo Dagdu Sane.
10. Xerox copy of the Development Agreement and Power of Attorney, both dated 30/04/2008 executed by Mr. Namdeo Dagdu Sane and others in favour of M/s Vishal Chordia Constructions Pvt. Ltd.



11. Xerox copy of the Cancellation Deed, dated 06/04/2010 executed by and between M/s Vishal Chordia Constructions Pvt. Ltd. and Mr. Namdeo Dagdu Sane and others.
12. Xerox copy of the Sale Deed, dated 06/04/2010 executed by Smt. Chandrabhaga Dagdu Sane and others in favour of M/s Vijayalaxmi Developers.
13. Xerox copy of the Sale Deed, dated 06/04/2010 executed by Smt. Chandrabhaga Dagdu Sane and others in favour of Vishal Associates through its proprietor Mr. Dilip Motilal Chordiya.
14. Xerox copy of the Development Agreement and Power of Attorney, dated 31/10/2007 executed by Mr. Babanrao Pandarinath More and others in favour of M/s Riverside Properties.
15. Xerox copy of the Sale Deed dated 07/02/2009 executed by Mr. Babanrao Pandharinath More and others in favour of Mr. Dilip Motilal Chordiya and M/s Vijayalaxmi Developers.
16. Xerox copy of the Sale Deed, dated 12/05/2010 executed by Mr. Baabanrao Pandarinath More and others in favour of M/s Vijayalaxmi Developers.
17. Xerox copy of the Sale Deed, dated 12/05/2010 executed by Mr. Babanrao Pandarinath More and others in favour of Mr. Dilip Motilal Chordiya.
18. Xerox copy of the Joint Venture Agreement, dated 11/05/2010 executed by M/s Vijayalaxmi Developers and Mr. Dilip Motilal Chordiya in favour of (1) M/s Ishwar Constructions Pvt. Ltd. and (2) M/s Trade Centre Developers and Builders Pvt. Ltd.
19. Xerox copy of Search and Title Reports, both dated 25/01/2009 and 23/07/2010 issued by Adv. Ashok S Abad.
20. Xerox copy of the Cutting of News Papers Daily Sakal, Prabhat and Times of India, all dated 15/05/2010 containing the Public Notice issued by Adv. Ashok Chhhajed and Adv. Kamlesh Chhajed.



21. Office copy of the Certificate, dated 18/09/2010 issued by Adv. Ashok Chhajed and Adv. Kamlesh Chhajed regarding non-receipt of any objection to the Public Notice, dated 15/05/2010.
22. Office copy of the Search & Title reports, dated 18/09/2010 and 14/02/2011 issued by Adv. Mrs. Vaishali V Nikam.
23. Xerox copy of the Deed of Declaration, Deed of Correction and Mortgage Deed.

C] It is seen from the papers that,

- a) The land bearing Gat No. 90, earlier S Nos. 27 & 29, village Chikhali, Tal. Haveli, Dist. Pune admeasuring 23 Hectar 10 Are ("the said land") was owned by Sardar Deorao Krishnarao Jadhav, which he inherited from his ancestors.
- b) By Sale Deed, dated 18th May 1962 and registered at the Office of the Joint Sub- Registrar Haveli No. 2 at Serial No. 781/62 on 18/05/1962, the said Sardar Deorao Krishnarao Jadhav sold 50% undivided share admeasuring 11 Hectar 55 Are out of the said land to Shri Babanrao Pandharinath More (H.U.F.) ("Babanrao More's property"). By Mutation Entry No. 2784 dated 2nd August 1962 the name of the said purchaser, Shri Babanrao Pandharinath More (H.U.F.), was mutated in the village form No. 7/12.
- c) By another Sale Deed dated 18th May 1962 and registered at the Office of the Joint Sub- registrar Haveli No. 2 at Serial No. 782/62 on 18/05/1962, the said Sardar Deorao Krishnarao Jadhav sold the remaining 50% undivided share admeasuring 11 Hectar 55 Are in the said land to Shri Dagadu Chimaji Sane (H.U.F.) ("Dagadu Sane's property"). By Mutation Entry No. 2783 dated 2nd August 1962 the name of the said purchaser,



Shri Dagadu Chimaji Sane (H.U.F.), was mutated in the village form No. 7/12.

- d) Dagdu Chimaji Sane expired intestate on 12th October 1978 leaving behind him widow - Smt Chandrabhaga, 3 sons- Namdeo, Sayaji, Dattatray and 3 married daughters- Mrs. Anjanabai Nana Chinchawade, Mrs. Indumati Baburao Kale and Mrs. Babi Shankar Pinjan and brother- Kashiba Chimaji Sane as his heirs. By Mutation Entry No. 503 dated 10th August 1981 the name of Namdeo was mutated as karta and manager of the HUF in the village form No. 7/12 in respect of Dagdu Sane's property i.e. 8 Anna share of the said property, Gat No. 90 (Namdeo Sane's property).
- e) By Mutation Entry No. 1155 dated 7th April, 1987, Namdeo Dagadu Sane got the name of his uncle Kashiba Chimaji Sane mutated in the village form No. 7/12 having 4 Anna share admeasuring 5 Hecter 77.5 Are (Kashiba Sane's property) in Namdeo Sane's property. Thus Namdeo Sane's property share reduced to 5 Hecter 77.5 Are.
- f) Kashiba Chimaji Sane expired intestate on 10th April 1990 leaving behind him widow - Sundarabai (who died on 23.01.1992), 2 sons- Rajaram and Kantilal, 5 married daughters - (1) Mrs. Sulabai Baban More, (2) Mrs. Phulabai Ganpat More, (3) Mrs. Savita Nathu Landge (4) Mrs. Kusum Ranganath Waghire (5) Mrs. Sushila Chandrakant Kavade as his heirs. By Mutation Entry No. 3331 dated 14th April 1993 the name of legal heirs of Kashiba Chimaji Sane were mutated in the village form no. 7/12 for 4 Anna share of late Kashiba.
- g) The said five daughters of late Kashiba released their share, right title and interest in 4 Anna share of late Kashiba in the said



entire land by two Indentures of release dated 22nd December 1992 and 18th July 1994 and registered at the Office of the Sub-Registrar Haveli No.8 respectively at Serial No. 991/92 on 22nd December 1992 and Serial No. 2510/94 on 18th July 1994. Accordingly their names were deleted from the village form no. 7/12 by Mutation Entry No. 3335 dated 8th July 1993 and Mutation Entry No. 3889 dated 12th October 1995 (Thus Kashiba's share devolved on Rajaram Sane and said Kantilal Sane, "the said Rajaram Sane's share" and "the said Kantilal Sane's share").

- h) By Development Agreement dated 19th June 2007, registered at the Office of the Joint Sub Registrar Class II Haveli No. 5 at Serial No. 5159/2007 on 19th June 2007, Shri Rajaram Kashiba Sane and Kantilal Kashiba Sane alongwith members of their Joint Hindu Family agreed to grant the rights of development in respect of the said Rajaram Sane's share and the said Kantilal Sane's share that is total area admeasuring 5 Hector 77.5 Ares out of the said entire land (which includes part area under residential zone, proposed reservation and green zone with STP use) to M/s Riverside Properties.
- i) The said Shri Rajaram Kashiba Sane and Kantilal Kashiba Sane alongwith members of their Joint Hindu Family have also executed a General Power of Attorney in favour of M/s Riverside Properties on 19th June 2007 which is registered at the office of the Sub-registrar Haveli No. 5 at Serial No. 5160/2007 in respect of said Rajaram Sane's share and the said Kantilal Sane's share.
- j) (1) Shri Rajaram Kashiba Sane (for self and as karta and manager of his HUF), (2) Mrs. Ratnamala rajaram Sane, (3) Shri Santosh Rajaram Sane (for self and s karta and manager of his



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HUF and as legal guardian father of minor children), (4) Mrs. Rajashree Santosh Sane, (5) Mrs. Usha Shivaji Pinjan, (6) Mrs. Asha Kaluram Dabhade (7) Mrs. Nisha Dnyaneshwar Phegase, (8) Shri Kantilal Kashiba Sane (For self and as karta and manager of his HUF and as legal guardian father of minor children), (9) Mrs. Shobha Kantilal Sane, (10) a.Kum. Rushikesh Kantilal Sane, b. Nalini Kantilal Sane, c. Mona Kantilal Sane, (No.10 (a)(b)(c) minor through their legal guardian father – Shri Kantilal Kashiba Sane) and (11) M/s Riverside Properties sold their share admeasuring 5 Hector 77.5 Are (3 Hector 70 Are residential and reserved and 2 Hector 7.5 Are agriculture and STP) to (1) Shri Dilip Motilal Chordiya and (2) M/s Vijayalaxmi Developers through its partners – a. Shri Shantilal Mohanlal Kavar b. Shri Dilip Motilal Chordiya, c. Shri Kishore Madanlal Jain (Khabia) by Sale Deed dt 07.02.2009 registered at the Office of the Sub registrar Haveli No. 5 at Serial No. 824/2009 on 13.02.2009.

- k) (1) Shri Rajaram Kashiba Sane (for self and as karta and manager of his HUF), (2) Mrs. Ratnamala Rajaram Sane, (3) Shri Santosh Rajaram Sane (for self and as karta and manager of his HUF and as legal guardian father of minor children), (4) Mrs. Rajashree Santosh Sane, (5) Mrs. Usha Shivaji Pinjan, (6) Mrs. Asha Kaluram Dabhade (7) Mrs. Nisha Dnyaneshwar Phengase, (8) Shri Kantilal Kashiba Sane (For self and as karta and manager of his HUF and as legal guardian father of minor children), (9) Mrs. Shobha Kantilal Sane, (10) a. Kum. Rushikesh Kantilal Sane, b. Nalini Kantilal Sane, c. Mona Kantilal Sane, (No.10 (a)(b)(c) minor through their legal guardian father – Shri Kantilal Kashiba Sane) were joined as consenting party.



- l) Shri Dilip Motilal Chordiya and M/s Vijayalaxmi Developers became the sole and absolute owners of the area admeasuring 5 Hecter 77.5 Are out of Gat No.90.
- m) Sayaji Dagadu Sane (s/o Late Dagadu Chimaji Sane) died inestate on 8.4.1998 leaving behind him widow – Smt. Nanda, minor son – Shrirang and 5 daughters – (1) Mrs. Smita Santosh Bhondve (2) Mrs. Sujata Ganesh Bhegde (3) Mrs. Sarika Amit Tambe (nee Miss Sarika Sayaji Sane), (4) Miss Sonal Sayaji Sane and (5) Miss Pooja Sayaji Sane as his heirs and their names were mutated in the village form no. 7/12 by Mutation Entry No. 14205 dt 02.03.2004 in Namdeo Sane's property.
- n) Dattatray Dagadu Sane died inestate on 27.2.1989 leaving behind him widow – Smt. Aruna 2 sons – Vishal and Vaibhav as his heirs and their names were mutated in the village form no. 7/12 by Mutation Entry No. 14204 dt 02.03.2004 in Namdeo Sane's property.
- o) The 3 daughters of Late Dagadu Chimaji Sane viz. namely (1) Mrs. Anjanabai Nana Chinchawade (2) Mrs. Indubai Baburao Kale (3) Mrs. Bebi alias Shakuntala Shankar Pinjan released their shares, rights, title and interest in the said land in favour of Mr. Namdeo Dagdu Sane by Indenture of release dt 18.02.2008 registered at the Office of the Joint Sub- registrar, Class II Haveli No. 5 at Serial No. 1513/08 on the same day.
- p) (1) Namdeo Dagadu Sane for self and as karta of his HUF, (2) Smt. Chandrabhaga w/o late Dagadu Chimaji Sane (3) Smt Nanda w/o Sayaji Dagadu Sane, for self and the natural guardian mother of minor son – Shrirang Sayaji Sane, (4) Mrs. Smita Santosh Bhondve (5) Mrs. Sujata Ganesh Bhegde (6) Mrs. Sarika Amit Tambe (7) Miss Sonal Sayaji Sane, (8) Miss Pooja



Sayaji Sane, all 3 to 8 being the legal heirs and legal representatives of late Sayaji Dagadu Sane, (9) Smt. Aruna W/o late Dattatraya Dagadu Sane, (10) Mr. Vishal Dattatraya Sane, (11) Mr. Vaibhav Dattatraya Sane all Nos 9 to 11 being the legal heirs and the legal representatives of late Dattatraya Dagadu Sane and all Nos.1 to 11 being the co-owners of 4 Anna undivided share admeasuring 5 Hecter 77.5 Are agreed to sell rights of development in respect of portion of the land admeasuring 5 Hecter 37.5 Are from and out of total area owned by them to M/s Vishal Chordia Constructions Pvt. Ltd. by Agreement of development dt 30.04.2008 registered at the office of the Sub- registrar Haveli No.5 at Serial No. 3875/2008 on 02.05.2008.

- q) The said owners have also executed a General Power of Attorney in favour of M/s Vishal Chordia Constructions Pvt. Ltd. on 3.04.2008 which is registered at the Office of the Sub-registrar Haveli No. 5 at Serial No. 3876/2008.
- r) For various reasons the said owners and M/s Vishal Chordia Constructions Pvt. Ltd. decided to cancel the Development Agreement and Power of Attorney both dated 30/04/2008. Accordingly, by Cancellation Deed, dated and registered with Sub Registrar at Haveli, Pune on 6th April, 2010 under Sr. No.3618/2010, M/s Vishal Chordia Construction Pvt Ltd., and the said owners i.e. (1) Namdeo Dagadu Sane for seld and as karta of his HUF, (2) Smt. Chandrabhaga w/o late Dagadu Chimaji Sane, (3) Smt. Nanda w/o Sayaji Dagadu Sane, (4) Shrirang Sayaji Sane, (5) Mrs. Smita Santosh Bhondve, (6) Mrs. Sujata Ganesh Bhegde, (7) Mrs. Sarika Amit Tambe, (8) Miss Sonal Sayaji Sane, (9) Miss Pooja Sayaji Sane, all 3 to 9 being the legal heirs and legal representatives of late Sayaji Dagadu Sane



(10) Smt. Aruna w/o late Dattatraya Dagadu Sane, (11) Mr. Vishal Dattatraya Sane, (12) Mr. Vaibhav Dattatraya Sane all Nos 9 to 12 being the legal heirs and the legal representatives of late Dattatraya Dagdu Sane mutually cancelled the Development Agreement and Power of Attorney, both dated 30.04.2008. Thus the property reverted back to the said owners.

- s) The charge of Rs. 30,000/- of Chikhali Deepak Vividh Karyakari Sahakari Society on the share of late Sayaji Sane has been mutated in the other rights column of village form no. 7/12 by Mutation Entry No. 3424.
- t) By Sale Deed dated and registered on 6th April, 2010 under Sr. No. 3619/2010 Sub- registrar Haveli No.5, (1) Smt. Chandrabhaga Dagdu Sane, (2) Mr. namdeo Dagdu Sane for self and as a karta of his HUF, (3) Mrs. Kamal Namdeo Sane, (4) Mr. Sandeep Namdeo Sane for self and as a karta of his HUF and as a natural and legal guardian father of his minor son Master Suraj Sandeep Sane and minor daughter Kumar Bebi Sandeep Sane (5) Mrs. Shilpa Sandeep Sane, (6) Mr. Vikas Namdeo Sane for self and as a karta of his HUF and as a natural and legal guardian father of his minor sons Master Kumar and Master Om, (7) Mrs. Sapana Vikas Sane, (8) Mr. Pramod Namdeo Sane for self and as a Karta of his HUF and as a natural and legal guardian father of his minor son Master Shivam Pramod Sane, (9) Mrs. Swati Pramod Sane, (10) Mrs. Pornima Babasaheb kalokhe for self and as a natural and legal guardian mother of minor daughter Kumari Kajal Balasaheb Kalokhe (11) Smt. Nanda Sayaji Sane for self and as a karta of her HUF, (12) Mr. Shrirang Sayaji Sane, (13) Mrs. Smita Santosh Bhondve for self and as a natural and legal guardian mother of minor daughters Kumari Aishwarya Santosh Bhondve and Kumari Vaishnavi



Santosh Bhondve (14) Mrs. Sujata Ganesh Bhedde for self and as a natural and legal guardian mother of minor son Master Yash Ganesh Bhedde and minor daughter Kumari Shreya Ganesh Bhedde (15) Mrs. Sarika Amit Tambe (16) Kumari Sonal Sandeep Bibve (17) Kumari Pooja Sayaji Sane, (18) Smt. Aruna Dattatraya Sane for self and as a karta of her HUF, (19) Mr. Vishal Dattatraya Sane and (20) Mr. Vaibhav Dattatraya Sane sold land admeasuring 03 Hecter 27.5 Ares falling under the residential and reserved zone to M/s Vijayalaxmi Developers through its partners (a) Mr. Shantilal Mohanlal Kavar, (b) Mr. Dilip Motilal Chordiya and (c) Mr. Kishor Madanlal Jain (Khabia).

- u) By another Sale Deed, dated and registered on 06/04/2010 in the office of Sub-registrar Haveli No. 5 under Sr. No. 3621/2010 (1) Smt. Chandrabhaga Dagdu Sane, (2) Mr. Namdeo Dagdu Sane for self and as a karta of his HUF, (3) Mrs. Kamal Namdeo Sane, (4) Mr. Sandeep Namdeo Sane for self and as a karta of his HUF and as a natural and legal guardian father of his minor son Master Suraj Sandeep Sane and minor daughter Kumari Bebi Sandeep Sane (5) Mrs. Shilpa Sandeep Sane, (6) Mr. Vikas Namdeo Sane for self and as a karta of his HUF and as a natural and legal guardian father of his minor sons Master Kumar and Master Om, (7) Mrs. Sapana Vikas Sane (8) Mr. Pramod Namdeo Sane for self and as a Karta of his HUF and as a natural and legal guardian father of his minor son Master Shivam Pramod Sane (9) Mrs. Swati Pramod Sane, (10) Mrs. Pronima Babasaheb Kalokhe for self and as a natural and legal guardian mother of minor daughter Kumari Kajal balasaheb Kalokhe, (11) Smt. Nanda Sayaji Sane for self and as a karta of her HUF, (12) Mr. Shrirang Sayaji Sane (13) Mrs. Smita Santosh Bhondve for self and as a natural and legal guardian mother of minor daughters



Kumari Aishwarya Santosh Bhondve and Kumari Vaishnavi Santosh Bhondve, (14) Mrs. Sujata Ganesh Bhegde for self and as a natural and legal guardian mother of minor son Master Yash Ganesh Bhegde and minor daughter Kumari Shreya Ganesh Bhegde, (15) Mrs. Sarika Amit Tambe (16) Kumari Sonal Sandeep Bibve (17) Kumari Pooja Sayaji Sane, (18) Amt. Aruna Dattatraya Sane for self and as a karta of her HUF (19) Mr. Vishal Dattatraya Sane and (20) Mr. Vaibhav Dattatraya Sane sold an area admeasuring 01 Hector 30 Ares falling under the green belt to Vishal Associates through its proprietor Mr. Dilip Motilal Chordiya.

v) By Mutation Entry No. 244 dated 23rd August 1976, the said Babanrao Pandharinath More got the names of his two sons namely- Sudam and Shivaji mutated in the village form no. 7/12 having equal share aggregating to 4 Anna share (admeasuring 5 Hector 77.5 Are) in Babanrao More's Property i.e. his 8 Anna share of the said property that is Gat No.90. Thus Babanrao's More's Property reduced to 5 hector 77.5 ares. Even though the names of Mr. Shivaji and Sudam were entered in the revenue records as the owner of 4 Anna share equivalent to area admeasuring 05 Hectors 77.5 Ares the said property belonged to the Joint Hindu Family of Mr. Babanrao More and was in enjoyment and possession of the whole family of Mr. Babanrao More.

w) By Development Agreement dated 31st May 2007 and registered at the Office of the Joint Sub registrar Class II Haveli No.5 at Serial No. 4598/2007 on 31st May 2007, Shri Babanrao Pandarinath More as karta and manager of his HUF alongwith members of his Joint Hindu family agreed to sell the rights of development in respect of the area admeasuring 5 Hector 77.5



Ares (which includes part area under residential zone, proposed reservation and green zone with STP use) to M/s Riverside Properties.

- x) The said owner has also executed a General Power of Attorney in favour of the said firm on 31.05.2007 which is registered at the Office of the Sub-Registrar Haveli No.5 at Serial No. 4599/2007.
- y) (1) Shri Babanrao Pandarinath More (for self and as karta and manager of his HUF), (2) Shri Subhash Babanrao More (for self and as karta and manager of his HUF), (3) Shri Ashok Babanrao More (for self and as karta and manager of his HUF), (4) Shri Sudam Babanrao More (for self and as karta and manager of his HUF and as legal guardian father of minor children), (5) Mrs. Suvarna Sudam More (6) Shri Shivaji Babanrao More (for self and as karta and manager of his HUF and as legal guardian father of minor children), (7) Mrs. Rohini Shivaji More and (8) M/s Riverside Properties sold their share admeasuring 5 Hectar 77.5 Are (3 Hectar 70 Are residential and reserved and 2 Hectar 7.5 Are agriculture and STP) to (1) Shri Dilip Motilal Chordiya and (2) M/s Vijayalaxmi Developers and its partners-
a. Shri Shantilal Mohanlal Kavar, b. Shri Dilip Motilal Chordiya
c. Shri Kishor Madanlal Jain (Khabia) by Sale Deed dt 07.02.2009 registered at the Office of the Sub-registrar Haveli No. 5 at Serial No. 821/2009 (1) Shri Babanrao Pandarinath More (for self and as karta and manager of his HUF), (2) Shri Subhash Babanrao More (for self and as karta and manager of his HUF), (3) Shri Ashok Babanrao More (for self and as karta and manager of his HUF), (4) Shri Sudam Babanrao More (for self and as karta and manager of his HUF and a legal guardian father of minor children), (5) Mrs. Suvarna Sudam More, (6) Shri Shivaji Babanrao More (for self and as karta and manager



of his HUF, as legal guardian father of minor children), (7) Mrs. Rohini Shivaji More were joinrd as consenting party.

z) By another Sale Deed, dated and registered on 12/05/10 under Sr. No. 4318/2010 with Sub-registrar Haveli No. 19 (1) Mr. Babanrao Pandarinath More for self and as a karta of his HUF, (2) Mr. Subhash Baban More for self and as a karta of his HUF (3) Mr. Ashok Baban More for self and as a karta of his HUF, (4) Mr. Sudam Babanrao More for self and as a karta of his HUF and as a natural and legal guardian mother of minor daughter Ms. Neha and minor son Master Sushant, (5) Mr. Shivaji Babanrao More for self and as a karta of his HUF and as a natural and legal guardian mother of minor sons Master Ashish and Master Rohan Shivaji More with the consent of (1) Mrs. Sulabai Babanrao More, (2) Mrs. Suman Subhash More, (3) Mr. Manoj Subhash More, (4) Mr. Nitin Subhash More, (5) Mrs. Shobha Ashok More (6) Mr. Kailas Ashok More (7) Mrs. Suvarna Sudam More and (8) Mrs. Rohini Shivaji More sold a portion admeasuring 03 Hector 27.5 Ares falling under the residential zone out of their property admeasuring 05 hector 77.5 Ares to M/s Vijayalaxmi Developers through its partners Mr. Shantilal Mohanlal Kavar and Mr. Dilip Motilal Chordiya. According the names of the Purchasers have been recorded as the owners and possessors of the said portion of land admeasuring 03 Hector 27.5 Ares in the revenue records vide Mutation Entry No. 19662.

aa) By a separate Sale Deed, dated and registered on 12/05/2010 under Sr. No. 4320/2010 with Sub Registrar Haveli No.5 (1) Mr. Babanrao Pandarinath More for self and as a karta of his HUF, (2) Mr. Subhash baban More for self and as a karta of his HUF, (3) Mr. Ashok Baban More for self and as a karta of his HUF, (4)



Mr. Sudam babanrao More for self and as a karta of his HUF and as a natural and legal guardian mother of minor daughter Ms. Neha and minor son master Sushant, (5) Mr. Shivaji Babanrao More for self and as a karta of his HUF and as a natural and legalguardian mother of minor sons Master Ashish and Master RohanShivaji More with the consent of (1) Mrs. Sulabai Babanrao More (2) Mrs. Suman Subhash More, (3) Mr. Manoj Subhash More, (4) Mr. Nitin Subhash More, (5) Mrs. Shobha Ashok More, (6) Mr. Kailash Ashok More (7) Mrs. Suvarna Sudam More and (8) Mrs. Rohini Shivvaji More sold a portion admeasuring 02 hectors 10 Ares falling under the green belt to Mr. Dilip Motilal Chordiya. According the name of the Purchaser has been recorded as the owner and possessor of the said portion of land admeasuring 02 Hector 10 Ares in the revenue records vide Mutation Entry No. 19663.

bb) Thus in view of the purchase of the lands by various indentures of Sale mentioned above, the said Vijayalaxmi Developers became the owner of land admeasuring 13 Hectors 95 Ares (shown in residential zone and reservation land in proposed development plan) from and out of the total area admeasuring 23 Hectors 10 Ares of Gat No.90 and Mr. Dilip Motilal Chordiya in his individual capacity and as the sole proprietor of Vishal Associates became the owner of the land measuring 07 Hectors 55 Ares (shown in the agricultural zone and STP use in the proposed development plan) from and out of the total area admeasuring 23 Hectors 10 Ares of Gat No. 90 situated at Village Chikhali, Taluka Haveli, District- Pune.

cc) Thus the Owners i.e. M/s Vijayalaxmi Developers and Mr. Dilip Motilal Chordiya together own land admeasuring an area 21 Hectors 50 Ares out of the total land admeasuring 23 Hectors



10 Are bearing Gat No. 90 and is hereafter referred to as the land.

dd) The said Owners were desirous of developing the said property i.e. land admeasuring 14 Hectors under the residential zone and other developable zones and 00 hector 40 Ares under the green zone out of the total land admeasuring about 21 hector 50, thus the land admeasuring an area 14 Hectors 40 Ares in joint venture with (i) Ishwar Constructions Pvt. Ltd. and (ii) Trade Centre Developers and Builders Pvt. Ltd. Accordingly, [1] M/s Vijayalaxmi Developers through its partners (i) Mr. Sajjanraj Sayarchand Kavar, (ii) Mr. Shantilal Mohanlal Kavar, (iii) Mr. Noratmal Sayarchand Kavar, (iv) M/s Vijayalaxmi Developers And Securities Pvt. Ltd. (v) Mr. Kunal Dilip Chordiya (vi) Mr. Dilip Motilal Chordiya (vii) Mr. Kishor Madanlal Jain (Khabia) And [2] Mr. Dilip Motilal Chordiya, the proprietor of Vishal Associates entered into an Agreement of Joint Venture, dated 11/05/2010 with [1] Ishwar Constructions Pvt. Ltd. and [2] Trade Centre Developers and Builders Pvt. Ltd., both represented through their director Mr. Ishwar Chandulal Parmar for jointly envisaging a scheme of construction of multi storied buildings consisting of tenements to be sold on ownership basis on the said property and thereby formed a Joint Venture under the name and style of "**River residency**". The said Agreement of Joint Venture, dated 11/05/2010 has been duly registered in the office of Sub-registrar Haveli No.8 at Sr. No. 4966/2010 on 12/05/2010.

ee) In pursuance of the Agreement of Joint Venture, dated 11/05/2010 M/s Vijayalaxmi Developers and Mr. Dilip Motilal Chordiya executed a general Power of Attorney, dated 11/05/2010 in favour of Mr. Ishwar Chandulal Parmar and/or



Ms. Darshana Ishwar Parmar and/or Mr. Anand Navratan Jain, the directors of Ishwar Constructions Pvt. Ltd. and Trade Centre Developers and Builders Pvt. Ltd. authorizing them to do all acts, deeds and things incidental to the development of the said property and sale of the units constructed thereupon. The said Power of Attorney, dated 11/05/2010 has been duly registered in the office of Sub-Registrar Haveli No.8 at Sr. No. 4967/2010 on 12/05/2010.

ff) Adv. Ashok Chhajed and Adv. Kamlesh Chhajed have issued a Public Notice, dated 11/05/2010 which has been duly published in daily News papers – Sakal, Prabhat and Times of India on 15/05/10 inviting objections, if any in respect of the said property. Since they did not receive any objection from any person to the said public notice they have issued a Certificate, dated 17/09/2010 to that effect.

gg) By a Lease Deed, dated 29/09/2011 which was registered on 29/09/2011 at Sr. No. 9190/2011 with Sub Registrar Haveli No.5 M/s. Vijaylaxmi alias Vijayalaxmi Developers, has leased out an area admeasuring 5000 Sq. fts. i.e. 464.511 Sq. mtrs. to Maharashtra State Electricity Distribution Company Limited [MSEDCL] for the purpose of construction, maintaining and operating electrical sub-station.

hh) M/s Vijayalaxmi Developers through its partners (i) Mr. Sajjanraj Sayarchand Kavar, (ii) Mr. Shantilal Mohanlal Kavar, (iii) Mr. Noratmal Sayarchand Kavar, (iv) M/s Vijayalaxmi Developers And Securities Pvt. Ltd. (v) Mr. Kunal Dilip Chordiya (vi) Mr. Dilip Motilal Chordiya (vii) Mr. Kishor Madanlal Jain (Khabia) And [2] Mr. Dilip Motilal Chordiya, the proprietor of Vishal Associates, and [1] Ishwar Constructions Pvt. Ltd. and [2]

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Trade Centre Developers and Builders Pvt. Ltd., entered into an Deed of Correction to Joint Venture Agreement dated 11/05/2010. Which has registered in the office of Sub Registrar Haveli No. 5 at Sr. No. 820/2012 on 20/01/2012 by which area under Joint Venture was reduced by 00 H 50 Ares and hence total area available with River Residency Joint Venture remained 13 Hectors 90 Ares i.e. 1,39,000 Sq. Mtrs.

- ii) By Tabe Pavti dated 05/03/2012 which was registered in the office of sub-registrar Haveli No. 5 at Sr. No. 2393/2012 M/s Vijaylaxmi alias Vijayalaxmi Developers has transfer an area admeasuring 20277.25 Sq. Mtrs. to Pimpri Chinchwad Municipal Corporation for the purpose of road. Accordingly the name of the PCMC has been recorded in the revenue records vide Mutation Entry No. 23557.
- jj) By Tabe Pavti dated 26/12/2012 which was registered in the office of sub-registrar Haveli No. 17 at Sr. No. 8122/2012 M/s Vijaylaxmi alias Vijayalaxmi Developers has transfer an area admeasuring 877.50 Sq. Mtrs. to Pimpri Chinchwad Municipal Corporation for the purpose of road. Accordingly the name of the PCMC has been recorded in the revenue records vide Mutation Entry No. 24029.
- kk) By a Lease Deed, dated 31/10/2012 which was registered with Sub Registrar Haveli No.1 at Sr. No. 10327/2012. M/s Vijaylaxmi alias Vijayalaxmi Developers, has leased out an area admeasuring 1076.4 Sq. fts. i.e. 100 Sq. mtrs. to [MSEDCL] i.e. Maharashtra State Electricity Distribution Company Limited for the purpose of construction, maintaining and operating electrical sub-station.



ll) By a deed of Correction dated 31/10/2012, Lease Deed which was registered in the office of Sub -registrar Haveli No. 5 at Sr. No. 9190/2011 the demarcation map of the said Lease Deed was corrected by said Correction Deed the said Correction deed is register in the office Sub-registrar Haveli No. 1 at sr. No. 10328/2012.

mm) By a Sale Deed, dated 12/11/2013 and registered on 13/11/2013 under Sr. No. 6649/2013 with Sub Registrar Haveli No. 18 (1). M/s Vijayalaxmi alias Vijayalaxmi Developers, (2). Mr. Dilip Motilal Chordiya, proprietor of M/s Vishal Chordiya Associates (3a). Developer Ishwar Constructions Pvt. Ltd., (3b). Trade Centre Developers and Builders Pvt. Ltd. and (4). Promoters M/s Vijayalaxmi alias Vijayalaxmi Developers Mr. Dilip Motilal Chordiya, proprietor of M/s Vishal Chordiya Associates, Ishwar Constructions Pvt. Ltd., Trade Centre Developers and Builders Pvt. Ltd., transfer a portion of land admeasuring 4000 Sq. Mtrs. falling under the Primary School Reservation vide Reservation No. 1/131 of Pimpri Chinchwad Municipal Corporation and 2000 Sq. Mtrs. Under Reservation No. 1/133 under Secondary School reservation totally admeasuring 6000 Sq. Mtrs. to Subhadra's Educational Society through its Secretary Shri. D.K. Bhosale, According the name of the Purchaser has been recorded as the owner and possessor of the said portion of land admeasuring 6000 Sq. Mtrs. in the revenue records vide Mutation Entry No. 25075.

nn) The Developer has constructed and completed two phases. The Developer has obtained Completion Certificate dated 29/03/2014 and 22/4/16, respectively for the first and the second Phase. The Developer, Promoter and Owners have executed the Deed of Declaration dated 01/09/2014, in



connection to the Phase one. The said Deed of Declaration is registered at serial No.7676/2014, with the Sub- Registrar Haveli No- 11. An area admeasuring about 24,255.48 Sq. Mtrs.,. The Developer, Promoter and Owners have also executed the Deed of Declaration in connection to the Phase Two. The said Deed of Declaration is registered at serial No.6689/2016 on 20/07/2016, with the Sub- Registrar Haveli No- 11. An area admeasuring about 13,925.44 Sq. Mtrs., is conveyed to the ultimate body of purchasers of the phase one & two tenements.

oo) By a Deed of Correction dated 08/08/2016, Deed of Declaration of Phase Two which was registered in the office of Sub-registrar Haveli No. 11 at Sr. No. 6689/2016 by said deed of correction some errors and omissions were corrected the said Deed of Correction is register in the office Sub-registrar Haveli No. 11 at sr. No. 7254/2016.

pp) By Deed of Mortgage dated 26/04/2017 the Developer has obtained construction finance for the said project from L and T Housing finance Ltd. of rupees eighty crores, the said Mortgage Deed has registered in the office of Sub- Registrar Haveli No. 11 at Sr. No. 2944/2017.

qq) The Developer has constructed and completed phase Three, and has obtained Completion Certificate bearing No. 125/2017 dated 17/04/2017.

rr) I have also gone through the Search and Title Report, dated 25/01/2009 issued by Adv. Ashok S Abad in respect of the search taken by him after taking necessary search and inspection of deeds, documents and registers kept and maintained in the offices of Sub- Registrar Haveli Nos. 1 to 20 for a period of 30 years i.e. 1980 to 2009. I have also gone through the Supplementary Search



and Title Report, dated 23/07/2010 issued by Adv. Ashok S Abad for a period of 2 years i.e. 2009 and 2010. I have also gone through the Search & Title Reports, dated 18/09/2010, 14/02/2011 and dated 17/01/2012 issued by Adv. Vaishali V Nikam and Adv. Sunita Arvind Kadam. I have issued this Search and Title report in respect of the said property after taking necessary search and inspection of deeds, documents and registers kept and maintained in the offices of Sub-registrar Haveli and online search on IGR Maharashtra for a period of **30 year i.e. 1988 to 2017** and I have paid search fees of **RS. 750/-** vide **GRN No. MH004491020201718E on 14/08/2017** and have also gone through the list of documents mentioned above given for my perusal for inspection during search. From the available records and documents no documents evidencing any subsisting mortgage, charge, encumbrances found recorded. On the basis of the same and the documents mentioned hereinabove which has been given for my perusal and subject to whatsoever stated hereinabove I am of the opinion that, the owners i.e. M/s Vijayalaxmi alias Vijayalaxmi Developers and Mr. Dilip Motilal Chordiya, proprietor of M/s Vishal Chordiya Associates have a clean, clear and marketable title towards the said property and by virtue of the agreement of Joint Venture entered by them with Ishwar Constructions Pvt. Ltd. and Trade Centre developers and Builders Pvt. Ltd., a Joint Venture Organisation under the name and style of **"River Residency"** has been constituted for developing the said property. Thus the Joint Venture organization "River Residency" so formed became solely entitled to develop the said property by constructing multi-storied buildings thereupon consisting of various tenements and selling the same on ownership basis to the interested parties. "River Residency", the joint venture organization comprising of a (i) M/s Vijayalaxmi alias Vijayalaxmi Developers, (ii) Mr. Dilip Motilal Chordiya and B(i) Ishwar Constructions Pvt. Ltd. and (ii) Trade centre developers and

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Builders Pvt. Ltd. is thus solely entitled to develop the said property and to sell on ownership basis the flats, shops, units, tenements etc. and even leasing the same to interested parties and even creating third party interests in the constructed tenements.

Pune

Date: 14/08/2017.



A handwritten signature in blue ink, appearing to read "Parag S. Gandhi".

PARAG S GANDHI
[Advocate]

