

MH003727028201718E	Government of Maharashtra	Regn. 39 M
Department of Registration and Stamps		
21 Jul 2017	Receipt	Receipt no.: 1111219461
	Name of the Applicant :	Vijay Sarjerao Pawar
	Details of property of which document has to be searched :	Dist :Pune Village :Man S.No/CTS No/G.No. : 277
	Period of search :	From :2016 To :2017
	Received Fee :	300
The above mentioned Search fee has been credited to government vide GRN no :MH003727028201718E		
As this is a computer generated receipt, no stamp or signature is required.		
For Physical search in office, Please bring this receipt along with mentioned Gras Challan.		
Payment of search fee through GRAS challan can be verified on 'gras.mahakosh.gov.in/challan/views/frnSearchChallanWithOutReg.php'.		

SEARCH AND TITLE INVESTIGATION REPORT

1) DESCRIPTION OF THE PROPERTY WHICH IS SUBJECT MATTER OF TITLE REPORT :-

- A) All that portion of Non Agricultural land i.e. contiguous block totally admeasuring 04 Hectares 23.50 Ares formed of two portions admeasuring 02 Hectares 11.75 Ares each carved out of Plot No. 2 & 3 each out of all that piece and parcel of the larger land admeasuring 06 Hectares 80.60 Ares being a part of the land bearing S.No. 277 situate lying and being at Village Maan, Taluka-Mulshi, District - Pune and within the Registration Sub District of Sub Registrar of Assurance Mulshi(Paud) and within the limits of Grampanchayat Village Maan, Taluka Panchayat Mulshi and Zilla Parishad Pune and falling in the "Industrial Zone" under the Regional plan for Metropolitan Region currently in force and which contiguous block admeasuring 04 Hectares 23.50 Ares is bounded as follows :

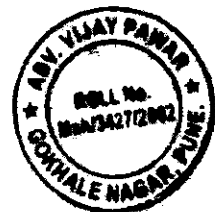
On or towards the East : By land bearing S. No. 341 Maan

On or towards the South : By remaining land out of S. No. 277, Maan

On or towards the West : By 15 mtrs. wide road and by land bearing S. No. 276/1, Maan

On or towards the North : By land bearing S. No. 262, Maan

As well as all easements (including 15 mtrs. wide road lying to the West side of the said land), appurtenances, ingress, egress, ancillary, incidental and consequential rights thereto.



The aforesaid property having an area 04 Hector 23.50 Ares is shown in RED color boundary line delineated in the map attached herewith as **Annexure-1** and marked by letter as **ABCDEF and A** and the road appurtenant to the said property is shown in Green Color boundary line on the plan annexed hereto as **Annexure-1** and which shall be treated as a part and parcel of this report. The property is hereinafter referred as "the said land".

2) INSTRUCTION :

NEW WORLD LANDMARK LLP. a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at A102, ICC Trade Towers, Senapati Bapat Road, Pune 411 016 represented through its designated partner **Mr. Rajesh K. Goyal**, Age- 31 yrs., Occupation - Business has instructed me to scrutinize & examine the marketable Title of the above captioned "LAND"

3) THE MANDATE AND ITS OBJECTIVE AND SCOPE OF THE REPORT

With a view to :-

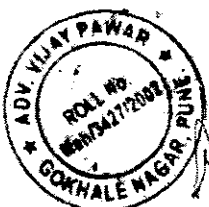
- a) Conduct a title search of the said land by scrutiny of the revenue records of the past 30 years or more.
- b) Conduct an encumbrances search with respect to the Said Land by taking of search of Index - II registers maintain at the various offices of the Sub-Registrars, in whose jurisdiction the Said Land is situated.
- c) Conduct a search whether any condition or restrictions are attached for the land used in respect of the Said Land.

4) ASSUMPTIONS & DISCLAIMERS :-

A) Assumptions

All opinions and information in this report are based on the subject to certain assumptions, including but not limited to the assumptions that:

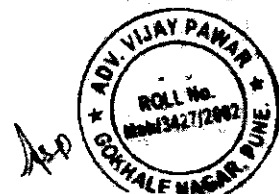
- 1) All the signatures appearing on the reviewed documents are genuine;



ii) The photo copies of the documents perused by the undersigned as originals are authentic and complete. I have applied the Sub-Registrar Mulshi No. II for taking search, under receipt No. 2208 dated 04/03/2015 & also carried out search of the Index II registers for the period of 1986 to 2015 & 2016 in respect of the said land in the office of Sub Registrar, Mulshi (Paud), Taluka - Mulshi, District - Pune as Village Maan is within the jurisdiction of Sub Registrar, Mulshi (Paud), Taluka - Mulshi, District - Pune. He has carried out computerized search for the period of 2002 to 2014, 2015 & 2016 as the record in the office of Sub Registrar Mulshi (Paud) is computerized. He has carried out search of the Index II registers further period of 2009 to 2015 & 2016 in respect of the said land in the office of Joint Sub Registrar, Mulshi II, Hujewadi, Pune.

B) Scrutiny of Photo Copies of Revenue Record, Deed, Document etc. :-

I have scrutinized the photo copies of the 7/12 extract in respect of the Survey No. 277 (erstwhile Survey No. 321) of Village Maan available for scrutiny since **1942-43 to 1952-53** and Survey No. 277 Hissa No. 1 (erstwhile Survey No. 321 Hissa No. 1) of Village Maan available for scrutiny since **1957-58 to 1964-65** and **1979-80 to 2001-2002**, 7/12 extract of the Survey No. 277 Hissa No. 2 (erstwhile Survey No. 321 Hissa No. 2) of Village Maan available for scrutiny since **1965-66 to 2001-2002** and 7/12 extract of the Survey No. 277 Hissa No. 3 (erstwhile Survey No. 321 Hissa No. 3) of Village Maan available for scrutiny since **1965-66 to 2000-2001**, 7/12 extract of the Survey No. 277 of Village Maan available for scrutiny since **2003-2004 to 2013-2015, 2016, 2017** and copies of all the mutation entries which are referred hereto before are also made available by the partner of **NEW WORLD LANDMARK LLP**. The copies of the documents which are referred in this report and copies of the sanctioned plan and non agricultural permission which are referred in this report are made available for scrutiny by Shri R. Ash K. Goyal designated partner of **NEW WORLD LANDMARK LLP**.



5) Public Notices :-

Advocate Girish Shedde published public notices in daily News Paper "Prabhat", on 10/10/2014 in English language being part of investigation of Title of owners for an area admeasuring 04 Hector 23.50 Are out of Survey No. 277 & tally admeasuring 06 Hector 80.60 Are of Village Maan. & he issue letter for not received any objection to the aforeside public notices.

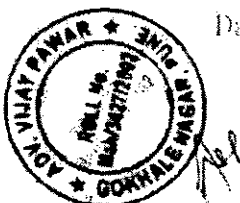
6) DEVOLUTION OF TITLE :-

6.1 Survey No. 277 Hissa No. 1 to Survey No. 277 Hissa No. 3 (erstwhile Survey No. 321 Hissa No. 1 to Survey No. 321 Hissa No. 3) of Village Maan, Taluka Mulshi, Dist. Pune :-

6.1.1 As per 7/12 extract for the year 1942-43 to 1952-53 for Survey No. 321 of Village Maan shown that the said land bearing new Survey Number 277 having old S. No. 321 previously being a part of land totally admeasuring about 16 Acres 32.5 Gunthe was owned by Raghunath Lahanu Sawalmaker.

6.1.2 Mutation Entry No. 448 certified on 17/05/1929 shows that Raghunath L. Sawalmaker mortgaged the said S. No. 321 alongwith other survey numbers to Malhar Balaji Hemade for a period of 3 years on 30th May 1928.

6.1.3 Mutation Entry No. 452 shows that Malharrao Balaji Hemade died in or about 1928 and his sons namely Laxmanrao Malharrao Hemade, Bajirao Malharrao Hemade & Krishnaji Malharrao Hemade (both being minors) sold the said S. No. 321 to Dagdu Bapu Bharne vide a Deed of Conveyance dated 11th January 1929. The name of Dagadu Bapu Bharne came to be mutated in the revenue records.



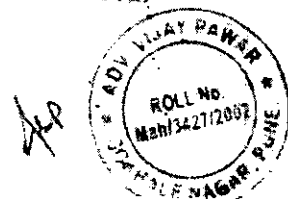
6.1.4 Mutation Entry No. 1025 certified on 13/09/1946 shows that Dagdu Bapu Bharne of S. No. 321 died on 26th July 1946 leaving behind him his three sons - Shankar, Laxman and Rambhau Dagadu Bharane. However, the name of Shankar Dagadu Bharne came to be mutated in the revenue records as the Manager of the HUF.

6.1.5 The oral partition between the Owners Shankar, Laxman and Rambhau Dagadu Bharne the land bearing S. No. 321 totally admeasuring about 16 Acres 32.5 Gunthas having cess of 7 Rs. 3 Anna was divided into 3 parts viz. S. No. 321/1, 321/2 and 321/3 in the following manner :

Survey No.	Area	Cess	Owner
321/1	5-24.I	2-5-9	Rama Dagadu Bharne
321/2	5-24	2-5-9	Laxman Dagadu Bharne
321/3	5-24.III.	2-5-6	Shankar Dagdu Bharane
			HUF

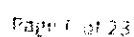
Mutation Entry No. 1622 of Village Maan certified on 26/09/1952 shows that one Ranu Genu Chambhar died on 25/10/1950 leaving behind son namely Dhondiba Ranu Chambhar as his legal heir. But the said mutation entry is not related to S. No. 321/1.

6.1.7 Mutation Entry No. 1931 certified on 30/4/1958 shows that pursuant to a deed of conveyance dated 2nd July 1957 registered under serial No. 819/1957 executed between Shankar Dagadu Bharne and Laxman Dagadu Bharne, as the Vendors and Shankar Pandurang Gayawal, as the Purchaser, the said Shankar and Laxman Dagdu Bharne sold transferred and conveyed the said S. No. 321 Hissa No. 2 admeasuring 5 Acres 25 Gunthas to Shankar Pandurang Gayawal. The name of Shankar Pandurang Gayawal thus came to be mutated in the revenue record. It is mentioned in the said Deed of Conveyance that the share of Laxman Dagadu Bharane being owner is transferred and conveyed to Shankar Pandurang Gayawal though the Khate was in the name of Shankar Dagdu Bharne. The oral



6.1.8 Mutation entry No. 2310 of Village Maan certified on 31/08/1964 shows that the land bearing S. No. 321 Hissa No. 2 alongwith one other Survey Number was mortgaged by 1) Shakar Pandurang Gayawal 2) Gitabai Pandurang Gayawal and 3) Housabai Vaghansingh Patvekari to Pune District Co-operative Land Development Bank allotted Survey No. 321/2 to Shankar Pandurang Gayawal and other on Khandia annual rent of Rs. 314-66 Ps. being fixed to be paid to Bank from 31/03/1964 till the 10th installment of 31/03/1973. As mentioned hereinabove, the said Survey Number 321/2 was purchased only in the name of Shankar Pandurang Gayawal and therefore the inclusion of the names of Gitabai Pandurang Gayawal and Housabai Vaghansingh Patvekari, as the mortgagors with respect to the said S. No. 321 Hissa No. 2 is not clear. Accordingly name of Pune District Co-operative Land Development Bank was recorded in the Owner's column of the 7/12 extract whereas names of 1) Shakar Pandurang Gayawal 2) Gitabai Pandurang Gayawal and 3) Housabai Vaghansingh Patvekari were mutated in the other rights column of the 7/12 extract of the said S. No. 321 Hissa No. 2.

6.1.9 Mutation entry No. 2696 of Village Maan certified on 02/12/1970 shows that in pursuance of the implementation of The Maharashtra Weights and Measurement Act, 1958 and Indian Coins Act, 1955 an area and aakar of all lands in Village Maan was converted into



Hectars and Aar and cess was converted from Rupee-Anna-Pai to Rupees Paise. In pursuance of aforesaid mutation entry the area, cess of Survey No. 321/1, 321/2 and 321/3 was converted from acre Gunthe into Hectare Are in the

following manner and according implemented in revenue record-

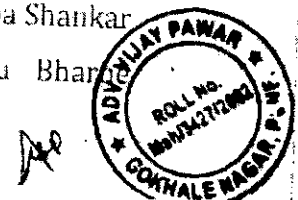
S. No.	Acre-Guntha	Hectare- Are	Rs.-Anna-Pai	Rs. = Ps.
321/1	5-24.I	1-26.6	2-5-9	2=35
321/2	5-24	2-27	2-5-9	2=35
321/3	5-24.III.	2-27	2-5-6	2=34

6.1.10 Mutation Entry No. **3071** of Village Maan certified on 18/04/1979 shows that the mortgage created by Shankar Pandurang Gayawal in favor of Pune District Co-operative Development Bank redeemed on 4th May 1974 as the loan amount was repaid to The Pune District Co-operative Bank and according charge of the Bank on the said land bearing S. No. 321 Hissa No. 2 was deleted and name of Shankar Pandurang Gayawal was mutated in the owners column of the revenue record.

6.1.11 Mutation Entry No. **3347** of Village Maan certified on 28/04/1983 shows that Shankar Dagadu Bharne (HUF) died on 3rd October 1980 leaving behind the following as his only heirs :

- i) Tukaram Shankar Bharane - Son
- ii) Vithoba Shankar Bharane - Son
- iii) Chababai Mahadu Thakar - married daughter
- iv) Bababai Tukaram Bhondave - married daughter
- v) Gangubai Sadashiv Bhalekar - married daughter
- vi) Rangubai Nivrutti Bodake - married daughter
- vii) Venubai Muralidhar Balkavade - married daughter
- viii) Sakubai Vithoba Maral - married daughter
- ix) Indubai Baban Pawar - married daughter
- x) Laxman Dagdu Bharane - Brother
- xi) Rambhau Dagdu Bharane - Brother

According, the names Tukaram Shankar Bharne, Vithoba Shankar Bharne, Laxman Dagdu Bharne, Rambhau Dagdu Bhar



mutated in Owners Column of 7/12 extract whereas name of daughters were mutated in other rights column of 7/12 extract of Survey No. 321/1 being the owners of the said land bearing S. No. 277 Hissa No. 3.

6.1.12 Mutation Entry No. 3410 of Village Maan certified on 03/08/1984 shows that in pursuance of proclamation published in Govt. Gazette Village Maan had been sub divided into two villages one is Village Maan and other is Village Bhoirwadi and in pursuance of that S. No. 321 of Village Maan had been allotted new survey number 277. Thus 7/12 extracts of old S. No. 321/1 to 3 of Village Maan had been allotted new Survey number 277/1 to 3 respectively.

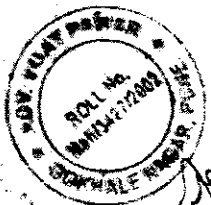
6.1.13 Mutation Entry No. 3491 of Village Maan certified on 08/02/1986 shows that Laxman Dagadu Bharne of S. No. 277/3 died on 16th February, 1985 leaving behind the following as his heirs.

His Widow - Smt. Anjanibai Laxman Bharane

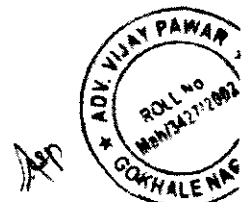
Son - Bhagwan Laxman Bharane

Married Daughters - Prabhawati Genu Ranpise, Sarubai Shankar Sutar and Suman Kalu Parkhi. Accordingly, the name of Bhagwan Laxman Bharane mutated in the owners column of 7/12 extract whereas names of daughters and wife were mutated in other rights column of 7/12 extract of Survey No. 321/3 as the owners of the said land bearing S. No. 277 Hissa No. 3

6.1.14 Mutation Entry No. 3696 of Village Maan certified on 19/10/1989 shows that the said old S. No. 321 Hissa No. 2 having new S. No. 277/2 sold by Shankar Pandurang Gayawal to Murlidhar Kalu Balkawade vide Deed of Conveyance dated 17th September 1964 registered under serial no. 989/1964.



- 6.1.15** Mutation Entry No. 3697 of Village Maan certified on 19/10/1989 shows that pursuant to a Deed of Conveyance dated 16th August 1966, registered under Serial No. 1089/1966 the said Murlidhar Kalu Balkawade sold transferred and conveyed the said old S. No. 321 Hissa No. 2 having new S. No. 277/2 to Vithoba and Tukaram Shankar Bharne at or for the price and on the terms and conditions therein contained. Accordingly names of Vithoba and Tukaram Shankar Bharne came to be mutated on the 7/12 extract of said old S. No. 321 Hissa No. 2 having new S. No. 277/2.
- 6.1.16** Mutation Entry No. 3700 certified on 09/08/1989 shows that the remark appearing in the other rights column with respect to an area admeasuring 1 Hectare 52 Are out of land bearing S. No. 277/3 had been reserved for rehabilitation of Kasarsai Dam affected person. An area of 1 Hectare 52 Are out of land bearing S. No. 277/3 was stated to be reserved for the purpose of dam rehabilitation and a remark to that effect was mutated in the revenue records vide M.E. No. 3682
- 6.1.17** Mutation Entry No 3833 certified on 20/08/1992 shows that on the death of Rambhau Dagdu Bharne on 19th December 1991, land bearing S. No. 277 Hissa No. 1 and S. No. 277, Hissa No. 3 alongwith certain other lands devolved upon his heirs being :
- a) Kaluram Rambhau Bharne - Son
 - b) Pandurang Rambhau Bharne - Son
 - c) Chandrabhaga Ananda Gaware - married daughter
 - d) Shantabai Maruti Kale - married daughter
 - e) Sindhubai Kantilal Moare - married daughter
 - f) Babytai Rajaram Gaware - married daughter
 - g) Sitabai Rambhau Bharne - widow



Accordingly, the abovementioned names of legal heirs of Rambhau Dagdu Bharne were mutated in the revenue record as the owners of the said land bearing S. No. 277 Hissa No. 1

6.1.18 Mutation Entry No. **4184** of Village Maan certified on 01/09/1996 shows that pursuant to a deed of Conveyance dated 07 July 1993 registered under serial no. 1731/93 with the Sub Registrar Mulshi (Paud), Pune the said Vithoba Shankar Bharne and Tukaram Shankar Bharne sold transferred and conveyed the said S. No. 277/2 to Namdeo Ramdas More and Ratnamala Chandrakant More at or for the price and on the terms and conditions therein contained.

6.1.19 Mutation Entry No. **4480** of Village Maan certified on 14/04/1999 shows that S. No. 277/1 to 3 and other S. Nos. of Village Maan were shown in the other right column for "Industrial Acquisition" and subsequently Mutation Entry No. 4509 of Village Maan certified on 07/07/1999 shows that the aforesaid "Industrial Acquisition" entry for S. No. 277/1 to 3 Village Maan had been deleted

6.1.20 Mutation Entry No. **4559** of Village Maan certified on 30/12/2000 pursuant to a registered Agreement to sell dated 22nd October 1999 registered on 26/10/1999 (registration number 3953/99) with the Sub-Registrar Mulshi, Paud and executed between Tukaram Shankar Bharne and 24 Others, as the vendors and Pooja Pradip Raisonni, as the Purchaser, the said Tukaram Shankar Bharne and others agreed to sell, transfer and convey land bearing S. No. 27 Hissa No. 3 to Pooja Pradip Raisonni at or for the price and on the terms and condition therein contained.



6.1.21 Mutation Entry No. **4586** Village Maan, certified on 06/06/2000 shows that Dnyanoba Tukaram Bharne preferred an application stating that his father Tukaram Shankar Bharne

died on 15th December 1999 leaving behind the following as his heirs ;

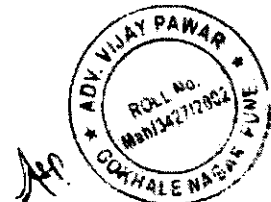
Dnyanoba Tukaram Bharne - Son
Sopan Tukaram Bharne - Son
Arjun Tukaram Bharne - Son
Leela Nivrutti Kolekar - married Daughter
Aruna Tukaram Bharne - married daughter
Smt. Savitri Tukaram Bharne - Widow

Accordingly, the abovementioned names of legal heirs of Tukaram Shankar Bharne were mutated in the revenue record as the owners of the said land bearing S. No. 277 Hissa No. 3.

6.1.22 Mutation Entry No. **4614** of Village Maan certified on 17/08/2000 shows that pursuant to a Deed of Conveyance dated 15th March 2000 registered under serial No. 1317/2000 with the Sub-Registrar Mulshi (Paud), Pune and executed between Sitabai Rambhau Bharane and others as the Vendors and Pooja P. Raisonni, as the Purchaser, Pooja P. Raisonni purchased said S. No. 277/1 an area admeasuring 1 H 26.6 Are at or for the price and on the terms and conditions therein contained. The area sold by Sitabai Rambhau Bharne to Pooja Pradip Raisonni was 1 Hectore 26.6 Ares.

6.1.23 Mutation Entry No. **4691** of Village Maan certified on 17/08/2000 shows that Dattatraya Tukaram Bhondve preferred an application that his mother (one of the married daughters of late Shankar Dagdu Bharne) i.e. Mrs. Bababai Tukaram Bhondave died on 17th April 1995 leaving behind the following as her heirs.

- i) Dattatray Tukaram Bhondve - Son
- ii) Ashok Tukaram Bhondve - Son
- iii) Mrs. Alka Dattatraya Phalke - Daughter



iv) Tukaram Sripati Bhondve - Husband

Accordingly, the abovementioned names of legal heirs of Mrs. Bababai Tukaram Bhondve were mutated in the revenue record as the owners of the said land bearing S. No. 277 Hissa No. 3

6.1.24 Mutation Entry No. 4692 of Village Maan certified on 20/03/2000 shows that pursuant to a Deed of conveyance dated 29th June 2000 registered under serial no. 3138/2000 with the Sub-Registrar Mulshi(Paud), Pune and executed between Namdeo Ramdas More and Ratnamala Chandrakant More, as the Vendors, and Pooja Pradip Raisonni, as the Purchaser, the said Namdeo Ramdas More and Ratnamal Chandrakant More sold transferred and conveyed the said S. No. 277 Hissa No. 2 to Pooja Pradip Raisonni at or for the price and on the terms and conditions therein contained.

6.1.25 It appears that prior to the execution of the Deed of Conveyance by Smt. Sitabai Bharne and others in favor of Pooja Pradip Raisonni, with respect to S. No. 277 Hissa No. 1, Kaluram Bharne and others had sold a portion of land admeasuring about 3.25 Ares out of the said land bearing S. No. 277 Hissa No. 1 to Namdev More and Ratnamala More vide Deed of Conveyance dated 13th September 1996 registered under serial no. 4194/1996 with the Sub -Registrar Mulshi, for the purpose of being used as access. The aforesaid fact was not disclosed to Pooja Pradip Raisonni prior to the execution of the conveyance for S. No. 277 Hissa No. 1 in her favor and therefore the Deed of Conveyance dated 15th March 2000, executed in her favor of Smt. Sitabai Rambhau Bharne and others, was for the entire area, then admeasuring 1 Hectore 26.6 Ares. On realization of the aforesaid fact Kaluram Bharne and others as the Vendors and Namdeo More and others as the purchasers executed a Deed of Cancellation for the purpose of cancellation of their Deed of Conveyance dated 13th September



1996 with respect to 3.25 Ares of land in S. No. 277 Hissa No. 1. The said Deed of Cancellation dated 29th June 2000 was registered under serial no. 3142/2000 with the Sub Registrar Mulshi(Paud) Pune.

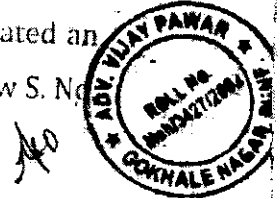
6.1.26 Mutation Entry No. 4696 of Village Maan certified on 17/08/2000 shows that in lieu of the Agreement to sell dated 22nd October 1999 (mentioned in clause [6.1.20]above) Savitribai Tukaram Bharne and others executed a Deed of Conveyance dated 27th July 2000 (registered on 29/07/2000) under serial no. 3571/2000 with the Sub-Registrar Mulshi(Paud), Pune with respect to the said S. No. 277 Hissa No. 3 in terms and conditions therein contained.

6.1.27 Mutation Entry No. 4778 of Village Maan certified on 31/01/2001 shows that on pursuance of application by Pooja Pradip Raisonni, the Tabasildar Mulshi had passed an Order bearing outward No. HaNo/KAVI/27/2001 Paud dated 18/01/2001 and permitted to amalgamate following S. Nos. into single S. No. :

S. No.	Area	Cess
277/1	1-26-6	2=35
277/2	2-27-0	2=35
277/3	2-27-0	2=34

Accordingly the aforesaid 3 Hissas were amalgamated being having single owner and shows as a single S. No. 277 in the name of Ms. Pooja Pradip Raisonni by opening separate new 7/12 extract for S. No. 277, Village Maan.

6.1.28 Mutation Entry No. 4977 of Village Maan certified on 14/03/2002 shows that Pooja Pradip Raisonni had created an equitable mortgage with respect to the land bearing New S. No.

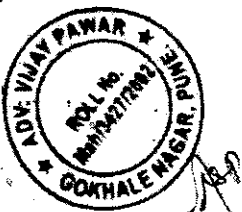


277(Old S. No. 277/1,2,3) in favor of The Vishweshwar Co-op. Bank Ltd., Pune. Therefore charge of the Bank for an amount of Rs. 65 Lakh was recorded in the other rights column of the 7/12 extract of S. No. 277.

6.1.29 Mutation Entry No. 5032 of Village Maan certified on 08/04/2002 shows that Ms. Pooja Pradip Raisonni had preferred an application to shift charge of The Vishweshwar Co-op. Bank Ltd., Pune (for an amount of Rs. 65 Lacs) which was kept on the 7/12 extract of S. No. 277. Accordingly vide letter dated 30/03/2002 issued by the Bank, the said charge of the Bank was shifted on the 7/12 extract of the property owned by her and subsequently the said charge of The Vishweshwar Co-op. Bank Ltd., from the other rights column of the 7/12 extract of new Survey No. 277 was deleted.

6.1.30 Mutation Entry No. 5222 of Village Maan certified on 06/03/2003 shows that, Janata Sahakari Bank Ltd., given letter dated 05/03/2003 stating that, Mr. Bansilal Walchand Raisonni had availed loan of Rs. 5 Crores from the Janata Sahakari Bank and accordingly charge of the said Bank was recorded on the lands owned by him. But the S. No. 277 was not recorded in the said mutation entry still the charge of the said Bank was recorded in the other rights column of the 7/12 extract of S. No. 277.

6.1.31 The said land bearing (old S. No. 321 Hissa No. 1 and (new) S. No. 277 Hissa No. 1 had devolved upon the legal heirs of Dagdu Bapu Bharne in their capacities as members of the HUF of late Dagdu Bapu Bharne . However, the aforesaid fact was not reflected in The Deed of Conveyance bearing No. 1317/2000 referred to in clause (6.1.22) above and therefore came to be rectified vide Deed of Rectification dated 7th December 2004 registered under serial no. 6831/2004 with the Sub-Registrar



Mulshi(Paud), Pune and executed by the said Smt. Seetabai Rambhau Bharne and others, as vendors and Ms. Pooja Pradip Raison, as the Purchaser.

- 6.1.32 Pursuant to a Deed of Rectification dated 7th December 2004 registered under serial no. 6832/2004 and executed between Savitribai Tukaram Bharne and others, as the Vendors and Pooja Pradip Raison, as the Purchaser, the Deed of Conveyance mentioned in clause (6.1.26) above came to be rectified so as to include a better description to the owners therein i.e. they all constituted the members of the HUF of late Dagdu Bapu Bharne and that the said Deed of Conveyance came to be executed by them in this capacity.
- 6.1.33 In view of the said Deed of Cancellation dated 29th June 2000 as mentioned in clause 6.1.22 above executed between Kaluram Bharane and others and Namdeo Bharane and others being improper the said 3.25 Ares of land legally continued to be owned by Namdeo More and Ratanamala More. Therefore a further Deed of Rectification dated 22nd December 2004 Registered on 23/12/2004 under serial no. 7181/2004 with the Sub Registrar Mulshi(Paud), Pune came to be executed between Kaluram Bharane and others, as the Vendors and Pooja Pradip Raison, as the Purchaser for the purpose of excluding the area of 3.25 Ares from the area of the land sold by Kaluram Bharane and others to Pooja Pradip Raison.
- 6.1.34 Pursuant to a Deed of Conveyance dated 18th January 2005 registered under Serial No. 378/2005 with the Sub-Registrar Mulshi(Paud), Pune and executed between Namdeo More and Mrs. Ratnamal Chandrakant More as the Vendors and Pooja Pradip Raison, as the Purchaser. The Purchaser herein purchased the an area admeasuring 00 H 3.25 Are from Mr. Namdeo More and Mrs. Ratnamala More. The said Deed of

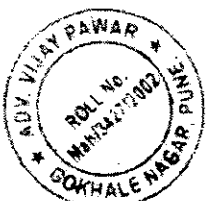


Conveyance had been confirmed by Kaluram Bharane and others.

6.1.35 The transactions listed in clause (6.1.25), (6.1.32), (6.1.33) and (6.1.34) above i.e. the conveyance in favor of Namdeo More and others and the Cancellation between Kaluram Bharane and others and Namdeo More and others have not been mutated in the revenue records and there are no supporting mutation entries.

6.1.36 Mutation Entry No. 5527 of Village Maan certified on 20/01/2005 shows that a portion of the land admeasuring 1 Hecter was left to be recorded in the Revenue Records during the process of conversion of the records into metric system and hence not included in the total area of the land bearing S. No. 277 Hissa No. 1 and therefore not included in the total area of S. No. 277 at the amalgamation of all the Hissa numbers. The said error has been rectified pursuant to the Order of the Tahasildar Mulshi (Paud), Pune dated 29th December 2004 bearing ref. no. HaNo/Vashi/1104/2004 and the said 1 Hecter area had been added to the total area of S. No. 277 and therefore the total area of S. No. 277 was mentioned as 6 Hecter 80.6 Ares and not 5 Hectors 80.6 Ares as earlier reflected. The said additional 1 Hecter of an area in S. No. 277 was allotted in the name of Kaluram Bharne and others being legal heirs of deceased Rama Dagadu Bharane original owner of S. No. 277/1. The aforesaid Order finds place in the revenue records vide mutation entry no. 5527 and the said additional 1 Hecter area stood in the name of Kaluram Bharne and others.

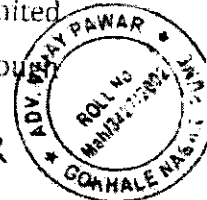
6.1.37 Mutation Entry No. 5557 of Village Maan certified on 05/04/2005 shows that after correction of an area as mentioned in above clause (6.1.36) 1) Kaluram Rambhau



Bharane 2) Sanjay Kaluram Bharane 3) Mrs. Chandrabhaga Ananda Gaware 4) Sandhya Ganpat Tagde 5) Pandurang Rambhau Bharane 6) Raju Pandurang Bharane 7) Shantabai Maruti Kale 8) Sundhubai Kantilal More 9) Babytai Rajaram Gaware, Sandip Kaluram Bharane for self and as a Power of Attorney Holder of all 1 to 9 and being member of HUF Dagadu Bapur Bharane pursuant to Deed of Conveyance dated 20/01/2005 registered under serial no. 449/2005 with the Sub- Registrar Mulshi(Paud) have sold, transferred and conveyed the said 1 Hectore land in favor of Rajendra Bansilal Raisoni at and for the price and on the terms and conditions therein mentioned and also handed over possession of the said 1 Hectore land to the Rajendra Bansilal Raisoni.

6.1.38 Pursuant to Development Agreement dated 29/03/2005 and registered on 30/03/2005 under Sr. No. 1912/2005 with the Sub Registrar Mulshi(Paud) and executed between 1) Pooja Rohit Bhandari nee Pooja Pradip Raisonni and 2) Rajendra Bansilal Raisonni being the Vendors and W. B. Engineers International Pvt. Ltd., through its Managing Director Marietta Barreto being the Developer, whereby the said Pooja Pradip Raisonni and Rajendra Bansilal Raisonni have granted development rights over 4 H 23.5 Ares out of an area 6 H 80.6 Are owned by them to W. B. Engineers and conditions therein contained.

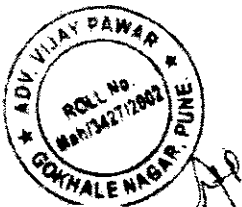
6.1.39 Mutation Entry No. 5598 of Village Maan certified on 15/07/2005 shows that pursuant to Deed of Conveyance dated 13/04/2005 and registered under Sr. No. 2228/2005 with the Sub Registrar Mulshi(Paud) and executed between Mrs. Pooja Rohit Bhandari nee Pooja Pradip Raison through her Power of Attorney Holder Pradip Bansilal Raison being the Vendor alongwith confirmation to Beverally Estates and Finance Limited being confirming Party and Global infrastructures through



Sanjiv Chamanlal Arora being the Purchaser, the said Pooja Pradip Raisonni had sold transferred and conveyed a portion of land admeasuring 2 Hecter 57.1 Are out of an area 5 Hecter 80.6 Are owned by her to Global Infrastructures at and for the price and on the terms and conditions therein contained. The said mutation entry was certified after perusing the Bank's redemption letter.

6.1.40 Mutation Entry No. **5658** of Village Maan certified on 27/12/2005 shows that pursuant to Deed of Conveyance dated 06/07/2005 and registered on 07/07/2005 under Sr. No. 3680/2005 with the Sub Registrar Mulshi(Paud) and executed between 1) Mrs. Pooja Rohit Bhandari nee Pooja Pradip Raisonni through her Power of Attorney Holder Pradip Bansilal Raisonni 2) Mr. Rajendra Bansilal Raisonni being the Vendors and Sakal Papers Ltd., through Madhukar Thakar being the Purchaser, along with confirmation of W. B. Engineers International Private Limited the said 1) Mrs. Pooja Rohit Bhandari nee Pooja Pradip Raisonni and 2) Mr. Rajendra Bansilal Raisonni along with confirmation of W. B. Engineers International Private Limited had sold, transferred and conveyed a portion of land admeasuring 3 Hectors 23.5 Are out of an area 4 H 23.5 Are owned by them to Sakal Papers Limited at and for the price and on the terms and conditions therein contained.

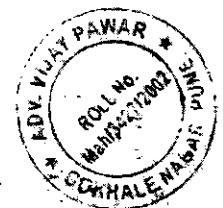
6.1.41 Mutation Entry No. **5659** of Village Maan certified on 27/12/2005 shows that pursuant to Deed of Conveyance dated 06/07/2005 and registered on 07/07/2005 under Sr. No. 3681/2005 with the Sub Registrar Mulshi(Paud) and executed between 1) Mrs. Pooja Rohit Bhandari nee Pooja Pradip Raisonni through her Power of Attorney Holder Pradip Bansilal Raisonni and 2) Mr. Rajendra Bansilal Raisonni being the Vendors and Global Properties, through Manoj Hingorani being the Purchaser, along with confirmation of W. B. Engineers International Private



Limited as the confirmation party the said 1) Mrs. Pooja Rohit Bhandari nee Pooja Pradip Raison and 2) Mr. Rajendra Bansilal Raison have sold, transferred and conveyed a portion of land admeasuring 01 H 00.5 Are owned by them to Global Properties at and for the price and on the terms and conditions therein contained.

6.1.42 Mutation Entry No. **5715** of Village Maan certified on 13/04/2006 shows that pursuant to Deed of Conveyance dated 21/12/2005 and registered on 23/12/2005 under Sr. No. 6762/2005 with the Sub Registrar Mulshi(Paud) and executed between Global Properties through Manoj Hingorani being the Vendor and Sakal Papers Ltd., through Madhukar Thakar being the Purchaser, alongwith confirmation of Polyexcel Company India Pvt. Ltd., being the Confirming Party the said Global Properties have sold, transferred and conveyed a portion of land admeasuring 01 H 00.5 Are owned by them to Sakal Paper at and for the price and on the terms and conditions therein contained.

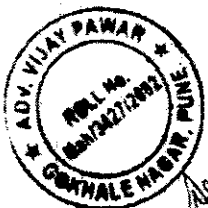
6.1.43 Mutation Entry No. **6036** of Village Maan certified on 10/06/2008 shows that pursuant to Deed of Conveyance dated 28/04/2008 and registered on 30/04/2008 under Sr. No. 3324/2008 with the Sub Registrar Mulshi(Paud) and executed between Sakal Papers Ltd., through Madhukar Thakar being the Vendor and Koyana Realty Pvt. Ltd through its Directors Sunil R Israni being the Purchaser, the said Sakal Paper Ltd., have sold, transferred and conveyed a portion of land admeasuring 02 H 11.75 Are out of an area 4 H 23.5 Are owned by them to Koyana Realty Pvt. Ltd. at and for the price and on the terms and conditions therein contained. Pursuant to this the name of Koyana Realty Pvt. Ltd came to be mutated in the Revenue Records as the owner of the said portion 02 H 11.75 Are.



6.1.44 Mutation Entry No. **6037** of Village Maan certified on 10/06/2008 shows that pursuant to Deed of Conveyance dated 28/04/2008 and registered on 30/04/2008 under Sr. No. 3325/2008 with the Sub Registrar Mulshi(Paud) and executed between Sakal Papers Ltd., through Madhukar Thakar being the Vendor and Patel Punit Builder Pvt. Ltd through its Authorized Signatory Sunil R Israni being the Purchaser, the said Sakal Paper Ltd., have sold, transferred and conveyed remaining portion of land admeasuring 02 H 11.75 Are owned by them to Patel Punit Builder Pvt. Ltd at and for the price and on the terms and conditions therein contained. Pursuant to this the name of Patel Punit Builder Pvt. Ltd came to be mutated in the Revenue Records as the owner of the said portion 02 H 11.75 Are.

6.1.45 Mutation Entry No. **6906** of Village Maan certified on 08/07/2014 shows that pursuant to Deed of Conveyance dated 17/06/2014 and registered under Sr. No. 4784/2014 with the Sub Registrar Mulshi(Paud) and executed between Patel Punit Builder Pvt. Ltd through its Authorized Signatory Sunil R Israni being the Vendor and New World Landmark LLP through Rajesh K Goyal being the Purchaser, the said Patel Punit Builder Pvt. Ltd have sold, transferred and conveyed a portion of land admeasuring 02 Hectors 11.75 Are owned by them to New World Landmark LLP at and for the price and on the terms and conditions therein contained. Pursuant to this the name of New World Landmark LLP came to be mutated in the Revenue Records as the owner of the said portion 02 Hectors 11.75 Are.

6.1.46 Mutation Entry No. **6907** of Village Maan certified on 08/07/2014 shows that pursuant to Deed of Conveyance dated 17/06/2014 and registered under Sr. No. 4786/2014 with the Sub Registrar Mulshi (Paud) and executed between Koyna Realty Pvt. Ltd through its Director Sunil R Israni being the Vendor and New World Landmark LLP through Rajesh K Goyal



being the Purchaser, the said Koyna Realty Pvt. Ltd have sold, transferred and conveyed a portion of land admeasuring 02 Hectors 11.75 Are owned by them to New World Landmark LLP at and for the price and on the terms and conditions therein contained. Pursuant to this the name of New World Landmark LLP came to be mutated in the Revenue Records as the owner of the said portion 02 Hectors 11.75 Are.

- 6.1.47 Pursuant to abovementioned Sale Deeds both dated 17/06/2014 and registered under Sr. No. 4784/2014 and 4786/2014 respectively the said Patel Punit Builder Pvt. Ltd. and Koyana Realty Pvt. Ltd. have executed Power of Attorney in favor of New World Landmark LLP. The said Power of Attorneys both dated 17/06/2014 are registered in the office of Sub-Registrar Mulshi(Paud) at Sr. No. 4785/2014 and 4787/2014 respectively.
- 6.1.48 The said loan mentioned in other rights column of the 7/12 extract stands closed and hence Janata Sahakari Bank issued a letter dated 05/06/2014 to Talathi of Village Maan, Taluka Mulshi, stating that it has no objection to cancel its charge on 7/12 extract of the said land.
- 6.1.49 It is shows that, New World Landmark LLP through its Partner Shri Sunil Girdharilal Mittal & other execute Mortgage Deed of the said property in favor of I.D.B.I. Trusteeship Services Ltd. on 26/06/2015. The said Mortgage Deed which is register in Sub-Registrar Mulshi, Paud bearing no. 2540/2015. The I.D.B.I. Trusteeship Services Ltd. availed project loan of Rs. 80 Cores to M/s. New World Landmark LLP.
- 6.1.50 It is shows that, Sulbha Balu Gaware file Civil suit on 13/07/2015 against the New World Landmarks LLP through Rajesh K. Goyal and 29 others in the court of Joint CJSD and Addl. CJM Pune bearing case no.201381/2015.

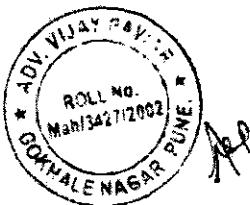


6.1.51 It is shows that, New World Landmark LLP through its Partner Shri Sunil Girdharilal Mittal & others repay the entire loan of the Piramal Finance Private Ltd.(Lender) & Security Trustee or Mortgagee IDBI Trusteeship Services Limited execute Deed of Release of Mortgaged Property on 21st June-2016 in favour of New World Landmark LLP. The said document which is register in Sub-Registrar Mulshi, Paud bearing document no.2484/2016.

6.1.52 It is shows that, New World Landmark LLP through its Partner Shri Sunil Girdharilal Mittal & other execute Mortgage Deed cum Loan Agreement of the said property in favor of PNB Housing Finance Limited on 10/06/2016. The said Mortgage Deed cum loan Agreement which is register on 15/6/216 in Sub-Registrar Mulshi-II, bearing no. 5453/2016. The PNB Housing Finance Limited availed project loan of Rs. 120 Crore to M/s. New World Landmark LLP.

7) SANCTIONED BUILDING LAYOUT, BUILDING PLAN, NON AGRICULTURAL PERMISSION AND ZONE CERTIFICATE OF THE SAID LAND :-

- a) Koyna Realty Pvt. Ltd. and Patel Punit Builder Pvt. Ltd. through Sunil R. Israni, prepared a layout and the same came to be sanctioned by the SDO, Maval, Pune vide order dated 29th April 2006 bearing Ref. No. NA/SR/244/05. The said N.A. Order was revised vide NA/SR/135/2009 dated 26/06/2009.
- b) According to Zone Certificate dated 31/05/2014 bearing No. Outward No. भमन्त-पुणे/अभिम/प्रा.वो.पुणे/झोन दाखला/६२०२ issued by Town Planning and Valuation Department Pune whereby old S. No. 321 is earmarked in Industrial Zone.



c) New World Landmark LLP through its partners Shri. Rajesh Krishnakumar Goyal, prepared a building plan & layout and the same came to be sanctioned by the Collector, Pune vide order dated 16th February-2015 bearing No. PMH/NA/SR/524/14 & PMARD sanction revise building plan on 24th November-2015 bearing no. PMU/Mouje Maan/S.No.277PL/P.No.2261.

8) CONCLUSION AND CERTIFICATE OF TITLE

Subject to what is stated hereinabove and based on the steps taken to investigate Title, in my opinion, New World Landmark LLP is the absolute owner and possessor of the said land being their purchased property in light of registered sale deeds as stated in Paragraph No. 6.1.46 and 6.1.47 hereinabove written and its name mutated in land records as such the aforesaid owner is entitled to develop the said land and its entitlement to deal with the tenements in the buildings which are under construction or to be constructed on the said land and further entitled to transfer the said land along with the construction to Co-operative Society of the tenements holders in the buildings which are to be constructed on the said land I have to further state that, owner of the said land is also entitled to transfer area under road and area under reservation to concerned acquisition authority and avail the compensation in terms of equivalent FSI or consideration in terms of money. The said land is free from all encumbrances charges or claims except the reservations as shown in sanction development plan applicable to the said land.

Place : Pune

Date : 21/07/2017



Vijay Pawar
21/07/2017
VIJAY PAWAR
Advocate