

Format-A

(Circular No.: 28/2021)

To,

MahaRERA,

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect of (1) Land admeasuring 00 H. 07 R. out of the land bearing Survey No. 43/12/1/A, (2) Land admeasuring 00 H. 03 R. out of the land bearing Survey No. 43/12/1/A., (3) Land admeasuring 00 H. 03 R. out of the land bearing Survey No. 43/12/1/A, (4) Land admeasuring 00 H. 11 R. out of the land bearing Survey No. 43/18/1, (5) Land admeasuring 00 H. 14 R. bearing Survey No. 43/18/11, situated at village Punawale, Taluka Mulshi, District Pune (hereinafter referred as the "Said Properties")

I have investigated the title of the said Properties, on the request of Mr. Amol Ganptrao Shelke, one of the partners of "**SILVEROAK BUILDERS AND DEVELOPERS**", a registered Partnership Firm and detail description of the said properties, list of perused documents and title flow, more particularly mentioned in my Search and Title Report dated 10/11/2023.

1) Description of the property:

All that piece and parcel of the **(1) Land admeasuring 00 H. 07 R. out of the land bearing Survey No. 43/12/1/A, (2) Land admeasuring 00 H. 03 R. out of the land bearing Survey No. 43/12/1/A., (3) Land admeasuring 00 H. 03 R. out of the land bearing Survey No. 43/12/1/A, (4) Land admeasuring 00 H. 11 R. out of the land bearing Survey No. 43/18/1, (5) Land admeasuring 00 H. 14 R. bearing Survey No. 43/18/11**, all situated at village Punawale, Tal. Mulshi, Dist. Pune within the limits of the Pimpri Chinchwad Municipal Corporation and also situated within the Jurisdiction of the Sub Register Havell Pune.

2) The documents of allotment.

Copies of following documents are supplied to me for the purpose of this Opinion:-



1. 7/12 extract.
2. Mutation Entry No.: 234, 546, 857, 2882, 1015, 1016, 1030, 1566, 1671, 1872, 1672, 1871, 2583, 2453, 2564, 2729, 2856, 3078, 4487, 3994, 3996, 4092, 4642, 4667, 4687, 701, 833, 1127, 1149, 1384, 2160, 3212, 1553, 1663, 2083, 3138,
3. Sale Deed dated 14/8/1981.
4. Sale Deed dated 14/8/1981.
5. Award dated 26/4/1985.
6. Sale Deed dated 24/8/1995.
7. Sale Deed dated 24/8/1995.
8. Mortgage Deed 09/09/2003.
9. Mortgage Deed 11/06/2004.
10. Mortgage Deed 24/08/2005.
11. Mortgage Deed 19/06/2006.
12. No Dues Certificate dated 17/04/2007.
13. Release Deed dated 26/07/2014.
14. Release Deed dated 26/07/2014.
15. Release Deed dated 26/07/2014.
16. Release Deed dated 26/07/2014.
17. No Dues Certificate dated 06/05/2014.
18. Sale Deed dated 30/03/2011.
19. Sale Deed dated 12/08/2011.
20. Sale Deed dated 14/02/2012.
21. Sale Deed dated 18/11/2014.
22. Kami Jasta Patrak (Kajap) dated 23/12/2014.
23. Kami Jasta Patrak (Kajap) dated 03/03/2015.
24. No dues certificate dated 18/01/2023.
25. Sale Deed dated 31/10/2008.
26. Power of Attorney dated 15/07/1995.
27. Power of Attorney dated 31/08/1995.
28. Development Agreement dated 28/4/2006.
29. Power of Attorney dated 28/4/2006.



30. Deeds of Cancellation dated 19/6/2006.
31. Deeds of Cancellation dated 19/6/2006.
32. Power of Attorney dated 26/07/2005.
33. Development Agreement dated 20/06/2006.
34. Power of Attorney dated 20/06/2006.
35. Development Agreement dated 22/12/2006.
36. Power of Attorney dated 22/12/2006.
37. Sale Deed dated 27/06/2008.
38. Development Agreement dated 26/04/2023.
39. Power of Attorney dated 26/03/2023.
40. Development Agreement dated 17/05/2023.
41. Power of Attorney dated 17/05/2023.
42. Development Agreement dated 17/05/2023.
43. Power of Attorney dated 17/05/2023.

3) 7/12 extracts dated 07/11/2023 issued by Village Officer (Talahti), Punawale, Pune alongwith mutation entries thereon.

4) Search report for 30 years from the year 1994 to 2023:- I have instructed Adv. Avinash Gadekar to take Index-II Search of the said Properties. Adv. Avinash Gadekar has taken Index-II Search from the website of IGR Maharashtra for last 30 years and submitted his Search Reports dated 20/10/2023 on basis of available record on website of IGR Maharashtra for my perusal. Adv. Avinash Gadekar has not come across any adverse entry or transaction in respect of the said Properties.



On perusal of the above mentioned documents all other relevant documents relating the title of the said properties, I am of the opinion that, the title of Mr. Narayan Ramchandra Bankar, Mr. Santoshkumar Mahadev Nimbalkar, Mr. Rajnikant Chandrakant Patange and Mrs. Rajshree alias Vijaya Rajnikant Patange (said owners) is clean, clear and marketable and without any encumbrances.

Owner of the said Properties/Lands:-

- 1) Mr. Narayan Ramchandra Bankar is owner of the land admeasuring 00 Hectar 07 Aar out of the land bearing Survey No. 43 Hissa No. 12/1A, situated at village

Punawale, Tal. Mulshi, Dist. Pune.

- 2) Mr. Narayan Ramchandra Bankar is owner of the land admeasuring 00 Hectar 11 Aar out of the land bearing Survey No. 43 Hissa No. 18/1, situated at village Punawale, Tal. Mulshi, Dist. Pune.
- 3) Mr. Narayan Ramchandra Bankar is owner of the land admeasuring 00 Hectar 14 Aar bearing Survey No. 43 Hissa No. 18/11, situated at village Punawale, Tal. Mulshi, Dist. Pune.
- 4) Mr. Santoshkumar Mahadev Nimbalkar is owner of the land admeasuring 00 Hectar 03 Aar (278.70 square meter) out of the land bearing Survey No. 43 Hissa No. 12/1A, situated at village Punawale, Tal. Mulshi, Dist. Pune.
- 5) Mr. Rajnikant Chandrakant Patange and Mrs. Rajshree alias Vijaya Rajnikant Patange are owners of the land admeasuring 00 Hectar 03 Aar (278.70 square meter) out of the land bearing Survey No. 43 Hissa No. 12/1A, situated at village Punawale, Tal. Mulshi, Dist. Pune.

Total land admeasuring 00 Hectar 38 Aar owned by the said owners and Silveroak Builders and Developers, has every right to develop the said properties.

- 6) Qualifying comments/remarks if any. NA
- 7) The report reflecting the flow of the title of the said properties are enclosed herewith as annexure.

Encl: Annexure:

Date: 10/11/2023



Flat No. 1 & 2, First Floor,
C.T.S. No. 1315/1 & 1315/2A+2B, Pratibha
Complex, Kasba Peth,
Pune – 411 011. Ph: 020-24572200
Email:adv.sudhir.s.sanap@gmail.com

SUDHIR S. SANAP
LL.B.
(ADVOCATE)

FORMAT - A
(Circular No.- 28/2021)
FLOW OF THE TITLE OF THE SAID PROPERTIES

A. **The flow of the title:-** As per the information and documents provided by my client, the title flow of the (1) Land admeasuring 00 H. 07 R. out of the land bearing Survey No. 43/12/1/A, (2) Land admeasuring 00 H. 03 R. out of the land bearing Survey No. 43/12/1/A, (3) Land admeasuring 00 H. 03 R. out of the land bearing Survey No. 43/12/1/A, (4) Land admeasuring 00 H. 11 R. out of the land bearing Survey No. 43/18/1, (5) Land admeasuring 00 H. 14 R. bearing Survey No. 43/18/11, situated at village Punawale, Taluka Mulshi, District Pune (hereinafter referred as the "Said Properties") is as under:-

1. The land described in Para A1 to A3 are parts of the land bearing Survey No. 43/12/1A and land bearing Survey No. 43/12/1/A was originally having Survey No. 43/12. The land bearing Survey No. 43/12 was totally admeasuring 16 Acre 12 Gunthe i.e. 06 H. 60.6 R., was originally owned by Mr. Khandu Mukinda Mali. The name of the Mr. Khandu Mukinda Mali was duly recorded on record of rights of the said land vide Mutation Entry No. 234 as owner thereof.
2. Mr. Khandu Mukinda Mali expired on 26/03/1960, leaving behind him his two sons namely Mr. Mahadu Khandu Mali, Mr. Sahadu Khandu Mali and three daughters namely Smt. Shantabai Pandu Darshale, Smt. Shevantabai Bapu Tajne and Smt. Sabi Shivram Tilekar as his only heirs and successors to the land bearing Survey No. 43/12. Accordingly their names were duly recorded on the record of rights of the land bearing Survey No. 43/12 vide Mutation Entry no. 546 as owners thereof.
3. Mr. Sahadu Khandu Kudale has availed loan from Hinjewadi Vividh Karyakari Sahakari Society of Rs. 7,000/- on 28/8/1976 against the land bearing Survey No. 43/12 and accordingly executed Ekarar. Accordingly, name of the said society was recorded on other right column of 7/12 extract of the land bearing Survey No. 43/12 vide Mutation Entry No. 857. Mr. Sahadu Khandu Kudale repaid the entire amount of loan to Hinjewadi Vividh Karyakari Sahakari Society and therefore said society issued Letter to delete the charge. Accordingly, charge of the said society deleted from 7/12 Extract of the land bearing Survey No. 43/12 vide Mutation Entry No. 2882.
4. Mr. Mahadu Khandu Mali, Mr. Sahadu Khandu Mali, Smt. Shantabai Pandu Darshale, Smt. Shevantabai Bapu Tajne and Smt. Sabi Shivram Tilekar executed Sale Deed dated 14/8/1981 and thereby sold and conveyed land admeasuring 00 H. 20 R. out



of the land bearing Survey No. 43/12 to Mr. Dattatraya Bhausaheb Kudale. The said Sale Deed is duly registered in the Office of Sub-Registrar Vadgaon-Maval, Pune, at Sr. No. 1451/1981. In pursuance of the said Sale Deed, the land bearing Survey No. 43/12 was divided into two parts and two separate 7/12 Extracts were prepared by Village Officer. The land admeasuring 00 H. 20 R. purchased by Mr. Dattatraya Bhausaheb Kudale is given Survey No. 43/12/2 and land admeasuring 6 Hector 40.6 R. remained with original owners i.e. Mr. Mahadu Khandu Mali and others is given Survey No. 43/12/1. Accordingly Mutation Entry No. 1015 is certified to that effect.

5. Mr. Mahadu Khandu Mali, Mr. Sahadu Khandu Mali, Smt. Shantabai Pandu Darshale, Smt. Shevantabai Bapu Tajne and Smt. Sabi Shivram Tilekar executed Sale Deed dated 14/8/1981 and thereby sold and conveyed land admeasuring 00 H. 25 R. out of the land bearing Survey No. 43/12/1 to Mr. Tukaram Laxman Kudale. The said Sale Deed is duly registered in the Office of Sub-Re Vadgaon-Maval, Pune at Sr. No. 1450/1981. In pursuance of said Sale Deed, the Survey No. 43/12/1 was divided into two parts and two separate 7/12 Extracts were prepared by Village Officer. The land admeasuring 00 H. 25 R. purchased by Mr. Tukaram Laxman Kudale was given Survey. No. 43/12/1/2 and land admeasuring 6 H. 15.6 R. remained with original owners i.e. Mr. Mahadu Khandu Mali and others was given Survey. No. 43/12/1/1. Accordingly Mutation Entry No. 1016 was certified to that effect.

6. Mr. Mahadu Khandu Mali, Mr. Sahadu Khandu Mali, Smt. Shantabai Pandu Darshale, Smt. Shevantabai Bapu Tajne and Smt. Sabi Shivram Tilekar executed Sale Deed dated 06/05/1985 and thereby sold and conveyed land admeasuring 00 H. 20 R. out of the land bearing Survey No. 43/12/1/1 to Anjanabai Sahebrao Darshale. In pursuance of said Sale Deed, the Survey No. 43/12/1/1 was divided into two parts and two separate 7/12 Extracts were prepared by Village Officer. The land admeasuring 00 H. 20 R. purchased by Anjanabai Sahebrao Darshale was given Survey. No. 43/12/1/1/2 and land admeasuring 5 H. 95.6 R. remained with original owners i.e. Mr. Mahadu Khandu Mali and others was given Survey. No. 43/12/1/1/1. Accordingly Mutation Entry No. 1030 was certified to that effect.

7. The Land Acquisition Officer No. 17, Pune acquired land admeasuring 00 H. 43 R. out of the Survey No. 43/12/1/1 for the purpose of construction of Lift Irrigation Scheme. Accordingly Award dated 26/4/1985 bearing No. LAQ-V-SR-7/79 was passed under Section 11 of the Land Acquisition Act 1894. Accordingly on the basis of Letter No. KJA.P./SR/132/CR/83/1177A/85 dated 4/5/1989 (क्राप/एसआर/१३२/सीआर८३/११७७अ/८५ दिनांक ४/५/१९८९) of Additional District Superintendent of



Land Records, Pune, K.Ja.P No. 2/85 (Kami Jasta Patrak), the area admeasuring 00 H. 43 R. is deduced from the total area of land bearing Survey No. 43/12/1/1. Accordingly Mutation Entry No. 1566 was certified to that effect. Thus Mr. Mahadu Khandu Kudale & others remained owners of Survey No. 43/12/1/1, admeasuring 5 H. 52.6 R.

8. There was oral partition between Mr. Mahadu Khandu Mali, Mr. Sahadu Khandu Mali, Smt. Shantabai Pandu Darshale, Smt. Shevantabai Bapu Tajne and Smt. Sabi Shivram Tilekar and as per partition everyone was given 1/5th share in the land bearing Survey No. 43/12/1/1. As per their oral partition, each one has sold and disposed land of their shares to the various persons.

9. Smt. Shantabai Pandu Darshale, Smt. Shevantabai Bapu Tajane and Smt. Sabi Shivram Tilekar was having 1/5th (land admeasuring 01 H. 10.52 R.) share each in the land bearing Survey No. 43/12/1/1. Smt. Shevantabai Bapu Tajane and Smt. Sabi Shivram Tilekar with the consent of Smt. Shantabai Pandu Darshale executed Sale Deed dated 24/08/1995 and thereby Smt. Shevantabai Bapu Tajane sold and conveyed land of her entire share admeasuring 01 H. 10.5 R. out of the land and Smt. Sabi Shivram Tilekar sold and conveyed land admeasuring 00 H. 55.5 R. out of her share's land out of the land bearing Survey No. 43/12/1/1, i.e. Smt. Shevantabai Bapu Tajane and Smt. Sabi Shivram Tilekar jointly sold and conveyed land totally admeasuring 01 H. 66 R. out of the land bearing Survey No. 43/12/1/1 to Smt. Chandrabhaga Pandurang Kudale. The said Sale Deed is duly registered in the office of Sub-registrar Mulshi (Paud), Pune, at Sr. No. 2718/1995. According to the said Sale Deed, two Mutation Entry Nos. 1671 and 1872 were certified to that effect & thereby name of Chandrabhaga Pandurang Kudale is recorded on 7/12 extract of the said land as owner thereof.

10. Smt. Shantabai Pandu Darshale and Smt. Sabi Shivram Tilekar with the consent of Smt. Shevantabai Bapu Tajane executed Sale Deed dated 24/8/1995 and thereby Smt. Shantabai Pandu Darshale sold and conveyed land of her share admeasuring 01 H. 10.5 R. out of the land bearing Survey No. 43/12/1/1 and Smt. Sabi Shivram Tilekar sold and conveyed land admeasuring 00 H. 55 R. out of her share land, out of the land bearing Survey No. 43/12/1/1, i.e Smt. Shantabai Pandu Darshale and Smt. Sabi Shivram Tilekar jointly sold and conveyed land totally admeasuring 01 H. 65.5 R. out of the land bearing Survey No. 43/12/1/1 to Smt. Manda Balu Kudale. The said Sale Deed is duly registered in the office of Sub-registrar Mulshi (Paud), Pune, at Sr. No. 2719/1995. According to the said Sale Deed two Mutation Entry No. 1672 and



1871 was certified & thereby name of Smt. Manda Balu Kudale is recorded on 7/12 extract of the said land as owner thereof.

11. The State of Maharashtra implemented digitalization scheme for Revenue Record and therefore Survey Number of the said land was changed from Survey No. 43/12/1/1 to Survey No. 43/2/1/A. Accordingly Mutation Entry No. 2583 was certified to that effect.
12. Mr. Manda Balu Kudale has availed loan of Rs. 8,85,000/- (Rupees Eighth Lakhs Eighty Five Thousand only) against the land owned by Manda Balu Kudale i.e. land admeasuring 01 H. 66.3 R. out of the land bearing Survey No. 43/12/1/A and accordingly Manda Balu Kudale as partner of M/s. Bright Farm Exporter, executed Mortgage Deed 09/09/2003 and thereby mortgaged the land to Bank of Baroda, Agricultural Finance Branch, Camp, Pune - 411001. The said Mortgage Deed is duly registered in the Office of Sub Registrar Mulshi, Pune at Sr. No. 4297/2003 on 10/09/2003. Accordingly Mutation Entry No. 2453 was certified to that effect and name of the said Bank of Baroda with its charge of Rs. 8,85,000/- is recorded in other rights column of 7/12 of the said land.
13. Mr. Manda Balu Kudale, Mr. Nandkumar Nirrutti Baptiwale and Sau. Surekha Nandkumar Baptiwale have availed loan of Rs. 6,09,000/- (Rupees Six Lakhs Nine Thousand only) against the land owned by Manda Balu Kudale i.e. land admeasuring 01 H. 66.3 R. out of the land bearing Survey No. 43/12/1/A and other property and accordingly Manda Balu Kudale, Mr. Nandkumar Nirrutti Baptiwale and Sau. Surekha Nandkumar Baptiwale, executed Mortgage Deed 11/06/2004 and thereby mortgaged the land to Bank of Baroda, Agricultural Finance Branch, Camp, Pune - 411001. The said Mortgage Deed is duly registered in the Office of Sub Registrar Mulshi, Pune at Sr. No. 3287/2004. Accordingly, Mutation Entry No. 2564 was certified to that effect and name of the said Bank of Baroda with its charge of Rs. 6,09,000/- is recorded in other rights column of 7/12 of the said land.
14. Mr. Manda Balu Kudale, Mr. Nandkumar Nirrutti Baptiwale and Sau. Surekha Nandkumar Baptiwale have availed loan of Rs. 15,45,000/- (Rupees Fifteen Lakhs Forty Five Thousand only) against the land owned by Manda Balu Kudale i.e. land admeasuring 01 H. 66.3 R. out of the land bearing Survey No. 43/12/1/A and other property and accordingly Manda Balu Kudale, Mr. Nandkumar Nirrutti Baptiwale and Mrs. Surekha Nandkumar Baptiwale, executed Mortgage Deed 24/08/2005 and thereby mortgaged the land to Bank of Baroda, Agricultural Finance Branch, Camp, Pune - 411001. The said Mortgage Deed is duly registered in the Office of Sub



Registrar Mulshi, Pune at Sr. No. 5754/2005. Accordingly, Mutation Entry No. 2729 was certified to that effect and name of the said Bank of Baroda with its charge of Rs. 15,45,000/- is recorded in other rights column of 7/12 of the said land.

15. Mr. Manda Balu Kudale, Mr. Nandkumar Nirutti Baptiwale and Sau. Surekha Nandkumar Baptiwale as Partners of M/s. Bright Farm Exporter have availed loan of Rs. 12,61,000/- (Rupees Twelve Lakhs Sixty One Thousand only) against the land owned by Manda Balu Kudale i.e. land admeasuring 01 H. 66.3 R. out of the land bearing Survey No. 43/12/1/A and other property and accordingly Manda Balu Kudale, Mr. Nandkumar Nirutti Baptiwale and Mrs. Surekha Nandkumar Baptiwale as Partners of M/s. Bright Farm Exporter, executed Mortgage Deed 19/06/2006 and thereby mortgaged the land to Bank of Baroda, Agricultural Finance Branch, Camp, Pune - 411001. The said Mortgage Deed is duly registered in the Office of Sub Registrar Haveli No. 14, Pune at Sr. No. 5669/2006. Accordingly, Mutation Entry No. 2856 was certified to that effect and name of the said Bank of Boarda with its charge of Rs. 12,61,000/- is recorded in other rights column of 7/12 of the said land.
16. The Manda Balu Kudale, Mr. Nandkumar Nirutti Baptiwale and Sau. Surekha Nandkumar Baptiwale have repaid the entire loan amount along with interest avail against the land admeasuring 1 H. 66.3 R out of the land bearing Survey No. 43/12/1A to the Bank of Baroda. Accordingly the Bank of Baroda issued No Dues Certificate dated 17/04/2007 and accordingly the Bank of Baroda executed four separate Release Deeds / Deeds of Redemption of Mortgage Deed dated 26/07/2014 and thereby released all its claim charge and interest of whatsoever kind against the said land in favour of Manda Balu Kudale & others. The said four Release Deeds are duly registered in the Office of Sub Registrar Haveli No. 17, Pune at Sr. No. 4846/2014, 4847/2014, 4848/2014 and 4849/2014.
17. Mr. Manda Balu Kudale and Mr. Nandkumar Nirutti Baptiwale have also availed loan of Rs. 23,64,412/- (Rupees Twenty Three Lakhs Sixty Four Thousand Four Hundred Twelve only) against the land owned by Manda Balu Kudale i.e. land admeasuring 01 H. 66.3 R. out of the land bearing Survey No. 43/12/1/A and other property and accordingly Manda Balu Kudale and Mr. Nandkumar Nirutti Baptiwale, executed Equitable Mortgage and thereby mortgaged the land and other property to HDFC Bank. Accordingly, Mutation Entry No. 3078 was certified to that effect and name of the said HDFC Bank with its charge of Rs. 23,64,412/- is recorded in other rights column of 7/12 of the said land.



18. The Manda Balu Kudale and Mr. Nandkumar Nivrutti Bapatiwale have repaid the entire loan amount along with interest avail against the land admeasuring 01 H. 66.3 R out of the land bearing Survey No. 43/12/1/A to the HDFC Bank. Accordingly, the HDFC Bank issued No Dues Certificate dated 06/05/2014. Accordingly, Mutation Entry No. 4487 is certified to that effect and name of Bank of Baroda & HDFC Bank and its charge is deleted from 7/12 of the said land.

19. Manda Balu Kudale, Mr. Balu Sadhu Kudale, Mr. Rahul Balu Kudale, Mr. Kumar Mahendra Balu Kduale and Mrs. Madhuri Rajesh Mali executed Sale Deed dated 30/03/2011 and thereby sold and conveyed land admeasuring 00 H. 20 R. out of the land bearing Survey No. 43/12/1/A to Mr. Narayan Ramchandra Bankar. The said Sale Deed is duly registered in the Office of Sub Registrar Haveli No. 15, Pune at Sr. No. 3089/2011. Accordingly name of Mr. Narayan Ramchandra Bankar is duly recorded on 7/12 extract of the said land vide Mutation Entry No. 3994 as owner thereof.

20. Mr. Narayan Ramchandra Bankar executed Sale Deed dated 12/08/2011 and thereby sold and conveyed land admeasuring 278.70 Sq. Mtrs. i.e. land admeasuring 3000 sq. ft. (which is subject matter of the present title report and more particularly described in the Para-A2 written hereinabove) out of the land admeasuring 00 H. 20 R. owned by Mr. Narayan Ramchandra Bankar out of land bearing Survey No. 43/12/1/A to **Mr. Santoshkumar Mahadev Nimbalkar (Owner No.2)**. The said Sale Deed is duly registered in the Office of Sub Registrar Haveli No. 15, Pune at Sr. No. 7002/2011. Accordingly name of Mr. Santoshkumar Mahadev Nimbalkar is duly recorded on 7/12 extract of the said land vide Mutation Entry No. 3996 as owner thereof.

21. Mr. Narayan Ramchandra Bankar executed Sale Deed dated 14/02/2012 and thereby sold and conveyed land admeasuring 278.70 Sq. Mtrs. i.e. land admeasuring 3000 sq. ft. (which is subject matter of the present title report and more particularly described in the Para-A3 written hereinabove) out of the land owned by Mr. Narayan Ramchandra Bankar out of land bearing S. No. 43/12/1/A to **Mr. Rajanikant Chandrakant Patange and Mrs. Rajashri alias Vijaya Rajanikant Patange (Owner No.3)**. The said Sale Deed is duly registered in the Office of Sub Registrar Haveli No. 15, Pune at Sr. No. 1284/2012. Accordingly names of Mr. Rajanikant Chandrakant Patange and Mrs. Rajashri alias Vijaya Rajanikant Patange are duly recorded on 7/12 extract of the said land vide Mutation Entry No. 4092 as owners thereof.



22. Mr. Narayan Ramchandra Bankar executed Sale Deed dated 18/11/2014 and thereby sold and conveyed land admeasuring 00 H. 07 R., out of the land owned by Mr. Narayan Ramchandra Bankar out of land bearing S. No. 43/12/1/A to Mrs. Supriya Sunil KhaInar, Mr. Sunil Maruti KhaInar, Mrs. Surekha Prabhakarao Shine and Mr. Dhananjay Aundekar. The said Sale Deed is duly registered in the Office of Sub Registrar Havell No. 26, Pune at Sr. No. 7941/2014. Accordingly name of Mrs. Supriya Sunil KhaInar, Mr. Sunil Maruti KhaInar, Mrs. Surekha Prabhakarao Shine and Mr. Dhananjay Aundekar are duly recorded on 7/12 extract of the said land vide Mutation Entry No. 4642 as owner thereof.

23. **Mr. Narayan Ramchandra Bankar (Owner No.1)** is remained the owner of the land admeasuring 00 H. 07 R. out of land bearing Survey No. 43/12/1/A, (which is subject matter of the present title report and more particularly described in the **Para-A1** written hereinabove).

24. In pursuance of the Non Agricultural Permission dated 02/04/2014, bearing No. PMA/NA/SR/658/2013, the Revenue Officer has prepared the Kami Jasta Patrak (Kajap) bearing No. Bhuma/Punawale kajapa/S.No. 43/12/2014, dated 23/12/2014 and thereby area admeasuring 00 H. 74 R. is deducted from land bearing Survey No. 43/12/1/A. Accordingly Mutation Entry No. 4667 is certified to that effect. After deduction of the above mentioned area admeasuring 00 H 74 R out of the land bearing S. No. 43/12/1/A, the land admeasuring 04 H 78.6 R is remained in Survey No. 43/12/1/A.

25. In pursuance of the Non Agricultural Permission dated 19/12/2014, bearing No. PMA/NA/SR/402/2014, the Revenue Officer has prepared the Kami Jasta Patrak (Kajap) bearing No. Bhuma/Punawale kajapa/S.N. 43/12/2014, dated 03/03/2015 and thereby area admeasuring 00 H. 72.44 R. is deducted from the land bearing Survey No. 43/12/1/A. Accordingly Mutation Entry No. 4687 is certified to that effect. After deduction of the above mentioned area admeasuring 00 H 72.44 R out of the land bearing S. No. 43/12/1/A, the land admeasuring 04 H 06.16 is remained in Survey No. 43/12/1/A.

26. The land described in **Para A4 & A5** are originally part of the land bearing Survey No. 43/18. The land bearing Survey No. 43/18 was originally owned by Mr. Vithu Ganpati Mali. Accordingly, name of Mr. Vithu Ganpati Mali was recorded on 7/12 Extract of the said land vide Mutation Entry No. 234 as owner thereof.

27. Mr. Vithu Ganpati Kudale expired on 04/6/1968 leaving behind him, his two sons namely Mr. Laxman Vithoba Kudale and Mr. Ramhari Vithoba Kudale and one



daughter Mrs. Kamalabai Laxman Raut and wife namely Smt. Laxmibai Vithoba Kudale as his only legal heir and successors to the said land bearing Survey No. 43/18. However name of Mr. Laxman Vithu Kudale, Mr. Ramhari Vithu Kudale was only recorded on 7/12 Extract of the said land bearing Survey No. 43/18 vide Mutation Entry No. 701 as owners thereof.

28. Mr. Laxman Vithoba Kudale availed loan from Hinjawadi Vividh Karyakari Society of Rs. 1,500/- on 01/10/1976 and accordingly, remark as "Ekarar" to that effect was recorded in other right column of the 7/12 extract of the land bearing Survey No. 43/18 vide Mutation Entry No. 833. However, Mr. Laxman Vithoba Kudale and Mr. Ramhari Vithoba Kudale provided No Due Certificate of said Society and therefore, Tahsildar, Mulshi passed an order dated 13/07/1985 bearing No. TLG/373/85 and accordingly Mutation Entry No. 1127 is certified to that effect and thereby name of the said society and above remark is deleted from the 7/12 extract of the land bearing Survey No. 43/18.

29. Mr. Laxman Vithoba Kudale and others filed application for partition of land bearing Survey No. 43/18 and their other properties before Tahsildar, Mulshi, Pune. The Tahsildar passed an Order dated 18/11/1985 bearing No. TLG / Vatap / SR/ 61/85 and thereby partitioned the land bearing Survey No. 43/18 and other properties. According to the said partition land bearing Survey No. 43/18 was divided into eleven parts and accordingly Village Officer prepared eleven separate 7/12 extracts for each part and given new Sub Hissa (Sub Division No.) to each part. The details of the same is as under:

Sr. No.	Hissa No.	Area	Owner
1	43/18/1	00-14	Mr. Balu Ramhari Kudale
2	43/18/2	00-10	Mr. Shivaji Ramhari Kudale
3	43/18/3	00-09	Mr. Balu Ramhari Kudale
4	43/18/4	00-06	Mr. Shivaji Ramhari Kudale
5	43/18/5	00-09	Mr. Balu Ramhari Kudale
6	43/18/6	00-14	Mr. Shivaji Ramhari Kudale Mr. Balu Ramhari Kudale
7	43/18/7	00-14	Mr. Manohar Laxman Kudale



			Mr. Tukaram Laxman Kudale Mr. Sudam Laxman Kudale
8	43/18/8	00-09	Mr. Sudam Laxman Kudale
9	43/18/9	00-10	Mr. Tukaram Laxman Kudale
10	43/18/10	00-15	Mr. Manohar Laxman Kudale
11	43/18/11	00-14	Mr. Tukaram Laxman Kudale

Accordingly, Mutation Entry no. 1149 is certified to that effect.

30. Mr. Balu/Balasaheb Ramhari Kudale availed loan from Wakad (Priyadarshini) Vividh Karyakari Society Ltd. of Rs. 3,600/- on 25/09/1990 and accordingly, remark as "Ekarar" to that effect was recorded in other right column of the 7/12 extract of the land bearing Survey No. 43/18/1 vide Mutation Entry No. 1384. The said amount of Ekarar is repaid to the said society and there is no charge remained on the land bearing Survey No. 43/18/1 of the said Society.

31. Mr. Balu/Balasaheb Ramhari Kudale expired on 02/08/1998, leaving behind him, his wife Smt. Gangubai and two sons namely Mr. Navnath and Mr. Amit and one daughters namely Ms. Priyanaka Balasaheb Kudale as his only legal heirs and successors to the land bearing Survey No. 43/18/1 and their other lands. Accordingly, their names were duly recorded on 7/12 extract of the said land bearing Survey No. 43/18/1 vide Mutation Entry No. 2160 as owner thereof.

32. Smt. Gangubai Balasaheb Kudale, Mr. Navnath Balasaheb Kudale, Mr. Amit Balasaheb Kudale and Ms. Priyanka Balasaheb Kudale executed Sale Deed dated 31/10/2008 and thereby sold and conveyed land bearing Survey No. 43/18/1 to Mr. Narayan Ramchandra Bankar (Owner No.1). The said Sale Deed is duly registered in the office of Sub Registrar Haveli No. 17, Pune at Sr. No. 11322/2008 on 1/11/2008. Accordingly, Mutation Entry No. 3212 is certified and thereby names of Smt. Gangubai Balasaheb Kudale, Mr. Navnath Balasaheb Kudale, Mr. Amit Balasaheb Kudale and Ms. Priyanka Balasaheb Kudale are deleted from 7/12 extract of the said land and in their place name of said Owner is recorded on 7/12 extract of the said land.

33. Mr. Tukaram Laxman Kudale expired on 11/12/1992 leaving behind him, his wife Smt. Chandrabhaga and four daughters namely Sunita Tukaram Kudale (Sunita Pandurang Bhujbal), Rekha Tukaram Kudale (Rekha Rajesh Darshale), Kiran Tukaram



Kudale (Kiran Santosh Newase) and Ashwini Tukaram Kudale as his only legal heirs and successors to the land bearing Survey No. 43/18/11 and their other lands. Accordingly, their names were duly recorded on 7/12 extract of the land bearing Survey No. 43/18/11 vide Mutation Entry No. 1553 as owner thereof.

34. Ashwini Tukaram Kudale expired unmarried on 03/06/1994 leaving behind him her mother namely Chandrabhaga as her only legal heirs and successors to her share out of the land bearing Survey No. 43/18/11. Accordingly, name of the Ashwini Tukaram Kudale is deleted from the 7/12 extract of the land bearing Survey No. 43/18/11 vide Mutation Entry No. 1663.
35. After marriage the names of the Rekha and Kiran are changed and therefore as per application, Mutation Entry No. 2083 is certified and thereby carried out correction in the names of the Rekha and Kiran as - Rekha Rajesh Darshale and Kiran Santosh Newase on the 7/12 extract of the land bearing Survey No. 43/18/11.
36. Smt. Chandrabhaga Tukaram Kudale, Sunita Tukaram Kudale and for natural guardian of Ms. Ashwini Tukaram Kudale executed Power of Attorney dated 15/07/1995 and thereby appointed Mr. Shrikant Vishnu Balkawade and Mr. Deepak Laxman Sadavarte as their constituted attorney, to do various acts, deeds and things mentioned therein in respect of land bearing Survey No. 43/18/11. The said Power of Attorney is duly registered in the Notary register of Adv. Vijay Borawake (Notary) at Sr. No. E-76(b)/95. Mrs. Parubai Laxman Tilekar and others with the consent of Mr. Shrikant Vishnu Balkawade and Mr. Deepak Laxman Sadavarte executed Power of Attorney dated 31/08/1995 and thereby appointed Mr. Ramesh Shripad Nabar, as their constituted attorney, to do various acts, deeds and things mentioned therein in respect of land bearing S. No., 43/7/1, 43/6/1 and 43/12/1/1. The said Power of Attorney is duly registered in the Notary register of Adv. Vijay Borawake (Notary) at Sr. No. E-99/95.
37. On the basis of above mentioned Power of Attorney dated 15/07/1995 and 31/08/1995, Mr. Ramesh Shripad Nabar as a constituted attorney of Smt. Chandrabhaga Tukaram Kudale, Sunita Tukaram Kudale (Sunita Pandurang Bhujbal), Rekha Tukaram Kudale (Rekha Rajesh Darshale), Kiran Tukaram Kudale (Kiran Santosh Newase), Ms. Ashwini Tukaram Kudale and Smt. Parubai Laxman Tilekar and others executed Development Agreement and Power of Attorney dated 28/4/2006 in favour of Mr. Sagar Rasik Mutha. The said Development Agreement and Power of Attorney are duly registered in the Office of Sub Registrar Haveli No. 20, Pune, at Sr. Nos. 2779/2006 and 2780/2006 respectively. The Agreement dated 10/08/1995 is



executed by Smt. Chandrabhagabai Tukaram Kudale and other in favour of Sou. Indrayani Chandrachud. However, whatever rights accrued by Agreement dated 10/08/1995 are assigned and transferred by Sou. Indrayani Chandrachud to the Mr. Sagar Rasik Mutha vide said Development Agreement. However, parties to the said Development Agreement and Power of Attorney executed two Deeds of Cancellation dated 19/6/2006 and thereby cancelled the said Development Agreement and Power of Attorney dated 28/4/2006. The said Deeds of Cancellation are duly registered in the office of Sub-Registrar Haveli No. 2, Pune, at Sr. Nos. 4410/2006 and 4411/2006 respectively.

38. Smt. Chandrabhaga Tukaram Kudale, Sunita Tukaram Kudale (Sunita Pandurang Bhujbal), Rekha Tukaram Kudale (Rekha Rajesh Darshale), Kiran Tukaram Kudale (Kiran Santosh Newase) executed Power of Attorney dated 26/07/2005 and thereby appointed Mr. Avinash Laxman Balkawade as their constituted attorney, to do various acts, deeds and things mentioned therein in respect of land bearing Survey No. 43/18/11. The said Power of Attorney is duly registered in the Office of Sub Registrar Haveli No. 14, Pune, at Sr. Nos. 5105/2005.

39. Smt. Chandrabhaga Tukaram Kudale, Sunita Tukaram Kudale (Sunita Pandurang Bhujbal), Rekha Tukaram Kudale (Rekha Rajesh Darshale), Kiran Tukaram Kudale (Kiran Santosh Newase) through their constituted attorney Mr. Avinash Laxman Balkawade executed Development Agreement dated 20/06/2006 and thereby entrusted development rights of the land bearing Survey No. 43/18/11 to Mr. Rajesh Sakharam Darshile on terms and conditions mentioned therein. In pursuance of the said Development Agreement, Smt. Chandrabhaga Tukaram Kudale, Sunita Tukaram Kudale (Sunita Pandurang Bhujbal), Rekha Tukaram Kudale (Rekha Rajesh Darshale), Kiran Tukaram Kudale (Kiran Santosh Newase) through their constituted attorney Mr. Avinash Laxman Balkawade also executed separate Power of Attorney dated 20/06/2006 and thereby appointed Mr. Rajesh Sakharam Darshile as their constituted attorney, to do various acts, deeds and things mentioned therein in respect of land bearing Survey No. 43/18/11. The said Development Agreement and Power of Attorney are duly registered in the Office of Sub Registrar Haveli No. 4, Pune, at Sr. Nos. 3900/2006 and 3901/2006 respectively.

40. Smt. Chandrabhaga Tukaram Kudale, Sunita Tukaram Kudale (Sunita Pandurang Bhujbal), Rekha Tukaram Kudale (Rekha Rajesh Darshale), Kiran Tukaram Kudale (Kiran Santosh Newase) through their constituted attorney Mr. Rajesh Sakharam Darshile executed Development Agreement dated 22/12/2006 and thereby



entrusted development rights of the land bearing Survey No. 43/18/11 to Mr. Narayan Ramchandra Bankar on terms and conditions mentioned therein. In pursuance of the said Development Agreement, Smt. Chandrabhaga Tukaram Kudale, Sunita Tukaram Kudale (Sunita Pandurang Bhujbal), Rekha Tukaram Kudale (Rekha Rajesh Darshale), Kiran Tukaram Kudale (Kiran Santosh Newase) through their constituted attorney Mr. Rajesh Sakharam Darshile also executed separate Power of Attorney dated 22/12/2006 and thereby appointed Mr. Narayan Ramchandra Bankar as their constituted attorney, to do various acts, deeds and things mentioned therein in respect of land bearing Survey No. 43/18/11. The said Development Agreement and Power of Attorney are duly registered in the Office of Sub Registrar Haveli No. 15, Pune, at Sr. Nos. 9106/2006 and 9107/2006 respectively.

41. In pursuance of Development Agreement dated 22/12/2006, Smt. Chandrabhaga Tukaram Kudale, Sunita Tukaram Kudale (Sunita Pandurang Bhujbal), Rekha Tukaram Kudale (Rekha Rajesh Darshale), Kiran Tukaram Kudale (Kiran Santosh Newase) through their constituted attorney Mr. Narayan Ramchandra Bankar executed Sale Deed dated 27/06/2008 and thereby sold and conveyed land bearing Survey No. 43/18/11 to Mr. Narayan Ramchandra Bankar (**Owner No.1**). The said Sale Deed is duly registered in the office of Sub Registrar Mulshi (Paud), Pune at Sr. No. 7087/2008. Accordingly, Mutation Entry No. 3138 is certified and thereby names of Smt. Chandrabhaga Tukaram Kudale, Sunita Tukaram Kudale (Sunita Pandurang Bhujbal), Rekha Rajesh Darshale, Kiran Santosh Newase are deleted from 7/12 extract of the land bearing Survey No. 43/18/11 and in their place name of said Owner is recorded on 7/12 extract of the land bearing Survey No. 43/18/11.
42. Mr. Narayan Ramchandra Bankar and his family members executed Development Agreement dated 26/04/2023 and thereby entrusted development rights of the land admeasuring 00 H. 07 R., out of the land bearing Survey No. 43/12/1/A (which is subject matter of the present title report and more particularly described in the Para-A1 written hereinabove), land admeasuring 00 H. 11 R., out of the land bearing Survey No. 43/18/1 (which is subject matter of the present title report and more particularly described in the Para-A4 written hereinabove) and land admeasuring 00 H. 14 R., land bearing Survey No. 43/18/11 (which is subject matter of the present title report and more particularly described in the Para-A5 written hereinabove) to Silveroak Builders and Developers (hereinafter referred to as "**Said Promoter**"). The said Development Agreement is duly registered in the office of Sub Registrar, Haveli No. 17, Pune at Sr. No. 6754/2023. In pursuance of the



said Development Agreement, Mr. Narayan Ramchandra Bankar and his family members also executed Power of Attorney dated 26/03/2023 and thereby authorized the said Promoter to do various acts, deeds and things in respect of the land described in Para-A1, Para-A4 and Para-A5. The said Power is duly registered in the office of Sub Registrar, Haveli No. 17, Pune at Sr. No. 6755/2023 on 26/04/2023.

43. Mr. Santoshkumar Mahadev Nimbalkar executed Development Agreement dated 17/05/2023 and thereby entrusted development rights of the land admeasuring 00 H. 03 R., out of the land bearing Survey No. 43/12/1/A (which is subject matter of the present title report and more particularly described in the Para-A2 written hereinabove) to the said Promoter. The said Development Agreement is duly registered in the office of Sub Registrar, Haveli No. 26, Pune at Sr. No. 8399/2023. In pursuance of the said Development Agreement, Mr. Santoshkumar Mahadev Nimbalkar also executed Power of Attorney dated 17/05/2023 and thereby authorized the said Promoter to do various acts, deeds and things in respect of the land described in Para-A2. The said Power is duly registered in the office of Sub Registrar, Haveli No. 26, Pune at Sr. No. 8532/2023.
44. Mr. Rajnikant Chandrakant Patange and Mrs. Rajshree Rajnikant Patange executed Development Agreement dated 17/05/2023 and thereby entrusted development rights of the land admeasuring 00 H. 03 R., out of the land bearing Survey No. 43/12/1/A (which is subject matter of the present title report and more particularly described in the Para-A3 written hereinabove) to the said Promoter. The said Development Agreement is duly registered in the office of Sub Registrar, Haveli No. 26, Pune at Sr. No. 8383/2023. In pursuance of the said Development Agreement, Mr. Rajnikant Chandrakant Patange and Mrs. Rajshree Rajnikant Patange also executed Power of Attorney dated 17/05/2023 and thereby authorized the said Promoter to do various acts, deeds and things in respect of the land described in Para-A3. The said Power is duly registered in the office of Sub Registrar, Haveli No. 26, Pune at Sr. No. 8389/2023.

Encl: Annexure:

Date: 10/11/2023

