Rameshkumar B. Nage
ADVOCATE

Add:- S.No.36/1D,Pune-Solapur Road, Manjriform, Pune
Reg, No. MAH/657/1986
Mob. No. 9604974370

Date- 10/04/2024

SEARCH REPORT

SEARCH REPORT of property described in schedule herein under **M/S. WHITE MARBLES REALTIES PRIVATE LIMITED** through its authorized person Mr. Ankit Dinesh Chhajed is the owner of the below mentioned property and as per instruction given by them, I have giving this search report in respect of the said mentioned property.

DESCRIPTION OF THE PROPERTY SCHEDULE

All that piece and parcel of land bearing Survey Number 87 admeasuring area about **20,700 sq.mtrs. i.e. 02H 07R**, situated at Village Warje, Taluka Haveli, District Pune, within the Limits of Pune Municipal Corporation and within the jurisdiction of Sub Registrar Haveli, District Pune, which is bounded as under:

On Or Towards East	By Road and S No 86
On Or Towards South	By road and S No 76
On Or Towards West	By S No 73
On Or Towards North	By S No 88

Along with all easementary rights of way and all benefits and other rights and all the things attached to it and on, over, above and below it.
(Hereinafter referred as 'the said Land')

THE SEARCH

The search report of the said land taken at your instance is as follows.
Due to decentralization from 1st November, 2005 any document can be registered in any of the Sub Registrar offices of Pune. I have caused the search of the Index II registers for the last **30 years (1995 to 2024)** in the office of the sub-registrar, Pune of the said captioned property.
Before taking the said search the requisite fee was paid vide e-challan bearing GRN **MH000414393202425U dated 09/04/2024.**

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During the said search, many of the Index II registers were found to be in bad condition and pages of many registers were in loose and torn condition. No entry with respect to the said captioned land/property **except mentioned herein after** was found in the available record for the above said period. Except for the following transactions, no other transactions were noticed during the search and on perusal of records.

In the nutshell from the available record of the Index II registers, no disclosure of any adverse entry with respect to the captioned property was found.

From the available records in the office of the aforesaid Sub Registrar and concern documents and records made available for my inspection and search, the investigation has revealed as under : -

1. **THE TITLE**

I perused following documents for tracing the title of the said land.

1. Photocopies of 7/12 Extracts from 1950 to 2024.
2. Photocopies of Mutation Entries of the said 7/12 extracts.
3. Photocopy of Zone Certificate issued by PMC Pune.
4. Photocopy of Agreement to Sale executed by 1. Mr. Gulab Shankar Dangat, 2. Mr. Dattu alias Dattatray Shankar Dangat executed Agreement to sale on dated 05.01.1982 in favour of 1. Master Dinshaw Nozer Mazda, 2. Miss Dilkhush Nozer Mazda 3. Miss Fareeyaz Nozer Mazda (1 to 3 are through their father Mr. Nozer Sheriyar Mazda) 4. Mr. Nozer Sheriyar Mazda.
5. Photocopy of the Special Civil Suit No. 179/1987 on dated 30/03/1991 filed by Mr. Mazda Vs Mr. Dangat and others and its order.
6. Photocopy of the First Appeal before the Hon'ble Bombay High Court, Mumbai bearing no. 15/2001 on dated 31/08/2001 filed by Mr. Mazda Vs Mr. Dangat and others and its order.
7. Photo copy of the Second Appeal before the Hon'ble Bombay High Court, Mumbai bearing no. 803/2001 filed by Mr. Mazda Vs Mr. Dangat and others and its consent order of dated 05.12.2022.
8. Photocopy of the Contempt Petition before the Hon'ble Bombay High Court, Mumbai bearing no. 288/2008 filed by Mr. Mazda Vs Mr. Dangat and others.
9. Photocopy of Development Agreement & Power of Attorney bearing No. 6964/2005 & 6965/2005, respectively of dated 29/10/2005 executed by Gulab Dangat & family in favour of Mr. Vijay Raundal & Mr. Ashok Mankar.

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10. Photocopy of Development Agreement & Power of Attorney bearing No. 5349/2005 & 5350/2005, respectively of dated 18/08/2005 executed by M/s. Kalpa Construction through its proprietor Mr.Ramsingh Kohlirajput (as POA holder of Dangat Family) in favour of Mr. Vijay Raundal & Mr. Ashok Mankar.
11. Photo copy of the RCS no. 1952/2013 filed by Raundal Vs Dangat and others.
12. Photocopy of Sale Deed bearing No 5368/2006 dated 21/07/2006 executed by Smt. Kamal Dattatray Dangat & others in favour of Mr. Santosh Bodake and Mr. Narendra Dhavale.
13. Photocopy of Cancellation of Sale Deed 7398/2013 dated 16/08/2013 executed by Mr. Santosh Bodake and Mr. Narendra Dhavale in favour of Smt. Kamal Dattatray Dangat & others.
14. Photocopy of Sale Deed alongwith Power of Attorney executed and registered between Kamal Dangat & others in favour of White Marbles Realties Private Limited through its authrorised Director Mr. Ankit Chhajed, bearing registration S.No. 24527/2022, 24528/2022 respectively dated 15/12/2022.
15. Photocopy of Sale Deed alongwith Power of Attorney executed and registered between Mr. Gulab Shankar Dangat & others in favour of M/s. White Marbles Realties Private Limited through its authrorised Director Mr. Ankit Chhajed bearing registration S.No. 24538/2022, 24539/2022 respectively dated 15/12/2022.
16. Photocopy of Sale Deed alongwith Power of Attorney executed and registered between Mrs. Chitrali Sunil Dangat & others in favour of M/s. White Marbles Realties Private Limited through its authrorised Director Mr. Ankit Chhajed, bearing No. 24540/2022, 24541/2022 respectively of dated 15/12/2022.
17. Photocopy of Power of Attorney executed by Mazda family & others in favour of M/s. White Marbles Realties Private Limited through its authrorised Director Mr. Ankit Chhajed bearing 24542/2022 dated 15/12/2022.
18. Photo copy of the Spl. Civil Suit bearing No. 526/2023 filed before Hon. CJSD, Pune, by Mrs. Swati Bodake and others against Mr. Dangat and others.
19. Photocopy of Commencement Certificate bearing no. CC/0095/2024 of dated 04/04/2024.

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- On perusal of 7/12 Extracts, Mutation Entries and other relevant documents, I am giving this search report as under –

1. **7/12 Extracts and Mutation Entries -**

On perusal of 7/12 extracts and mutation entries, it appears that the land bearing Survey No 87 totally admeasuring area 20,700 sq.mtrs i.e. 02 Hector 07 Ares, situated at Village: Warje, Taluka Haveli, District Pune, was originally owned by one **Late. Shankar Sakharam Dangat** and his name was recorded in record vide Mutation Entry No-623.

Thereafter Mr. Shankar Shakaram Dangat died intestate on dated 29/11/1977. Leaving behind his legal heirs namely Mr. Gulab Shankar Dangat, Mr. Dattau alias Dattatray Shankar dangat along with three daughters namely 1. Tarabai Yashwant Mokashi, 2. Indubai Dhamgude, 3. Savitri Tanaji Ranwade.

Thereafter, upon application by three daughters of Late. Shankar Sakharam Dangat namely Tarabai Yashwant Mokashi, Indubai Dhamgude, Savitri Tanaji Ranwade, stating that thgey are releasing their rights and their names should not be entered into record of rights as the co-owners.

Accordingly, their name was not mutated on the revenue records. Thus, the names of Mr. Gulab Shankar Dangat, Mr. Dattau Alias Dattatray Shankar Dangat were mutated on the revenue record of 7/12 extract as Owners vide Mutation Entry No.1546.

2. On perusal of Agreement to Sale dated 05/01/1982, it appears that 1. Mr. Gulab Shankar Dangat, 2. Mr. Dattu alias Dattatray Shankar Dangat executed Agreement to sale on dated 05.01.1982 in favour of 1. Master Dinshaw Nozer Mazda, 2. Miss Dilkhush Nozer Mazda 3. Miss Fareeyaz Nozer Mazda (1 to 3 are through their father Mr. Nozer Sheriyar Mazda) 4. Mr. Nozer Sheriyar Mazda in respect of land area admeasuring 02 H 07 R of village Warje, District Pune.

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3. On perusal of Photocopy of the Special Civil Suit No. 179/1987 on dated 30/03/1991 filed by Mr. Mazda Vs Mr. Dangat and others and its order, it appears that original owners i.e Mr. Gulab Shankar Dangat and other have entered into Agreement to Sale Dated 05/01/1982 with one Mr. Mazda for the said land. However Mr. Gulab Shankar Dangat and other did not enter into Sale Deed hence Mr. Mazda has initiated a suit bearing no. 179/1987 against the original owners and the same was dismissed as on dated 30/03/1991. Being aggrieved from the order passed by the Hon`ble court, Mazda had filed Appeal before Hon'ble Bombay High Court, at Mumbai.

4. On perusal of Photocopy of the First Appeal before the Hon'ble Bombay High Court, Mumbai bearing no. 15/2001 on dated 31/08/2001 filed by Mr. Mazda Vs Mr. Dangat and others and its order, it appears that Mr. Mazda being aggrieved from the Order passed by the Hon`ble Court, Mr. Mazda had filed First Appeal bearing no. 140/1992 before Hon'ble Bombay High Court; the same was remanded to the Hon`ble District and Session Court of Pune, at Pune, accordingly, the same was renumbered vide No-15/2001, and decided on dated 31/08/2001.

5. On perusal of Photo copy of the Second Appeal before the Hon'ble Bombay High Court, Mumbai bearing no. 803/2001 filed by Mr. Mazda Vs Mr. Dangat and others and its consent order of dated 05.12.2022, it appears that Mr. Mazda being aggrieved from the Order passed by the Hon'ble court, Mr. Mazda & family filed Second Appeal bearing no. 803/2001 before Hon'ble Bombay High Court the appellant filed an application bearing no. 988/2001 not to establish the rights of the defendant i.e. third parties in the said land. On the said application dt.28/01/2022 an Order was passed on 21/12/2001 that the defendant should not establish the right and title of third parties in the said property. Also by order dated 28/01/2002 the Order passed on 21/12/2001 was upheld.

6. On perusal of Notarised Development Agreement & Power of Attorney executed between 1. Mr. Gulab Shankar Dangat 2. Mr. Dattu alias Dattatray Shankar Dangat AND M/s. Kalpa Construction through its proprietor Mr.Ramsingh Kohli Rajput of 01/08/1995, it appears that 1. Mr. Gulab Shankar Dangat 2. Mr. Dattu alias Dattatray Shankar Dangat had

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executed development agreement and power of attoney in favour of M/s. Kalpa Construction through its proprietor Mr.Ramsingh Kohli Rajput have for an area admeasuring 160 R out of total area 02 H 07 R.

7. On perusal of Development Agreement & Power of Attorney executed between 1. Mr. Gulab Shankar Dangat 2. Mr. Dattu alias Dattatray Shankar Dangat both through its Power of Attorney Holder M/s. Kalpa Construction through its proprietor Mr.Ramsingh Kohli Rajput infavour of 1.Mr. Vijay Tukaram Raundal & Mr. Ashok Dattatray Mankar bearing No. 5349/2005 and 5350/2005 of HVL-13, Pune of dated 18/08/2005, it appears that 1. Mr. Gulab Shankar Dangat 2. Mr. Dattu alias Dattatray Shankar Dangat both through its Power of Attorney Holder M/s. Kalpa Construction through its proprietor Mr.Ramsingh Kohli Rajput have executed development agreement and power of attoney in favour of Mr. Vijay Raundal & Mr. Ashok Mankar for an area admeasuring 160 R out of total area 02 H 07 R.

Further, it is observed that 1. Mr. Gulab Shankar Dangat 2. Mr. Dattu alias Dattatray Shankar Dangat both through its Power of Attorney Holder M/s. Kalpa Construction through its proprietor Mr.Ramsingh Kohli Rajput have executed above mentoned Development Agreement & Power of Attorney in breach of Order of Hon'ble High Court in Second Appeal bearing no. 803/2001. According to the Order passed by Hon'ble Bombay High Court Mr. Vijay Raundal & Mr. Ashok Mankar are added as party in contempt petition as respondent No.9 & 10.

8. On perusal of Development Agreement & Power of Attorney executed between 1. Mr. Gulab Shankar Dangat & Other AND 1. Mr. Vijay Tukaram Raundal 2. Mr. Ashok Mankar bearing no. 6964/2005 & 6965/2005 of HVL-13, Pune of dated 29/10/2005, it appears that Mr. Gulab Shankar Dangat & others alongwith consent of 1. Smt. Kamal Dattatray Dangat 2. Mr. Sunil Dattatray Dangat have executed development agreement and power of attoney in favour of 1. Mr. Vijay Raundal 2. Mr. Ashok Mankar for an area admeasuring 47 R out of total area 02 H 07 R i.e. except the land given to M/s. Kalpa Construction.

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9. On perusal of Sale Deed executed between 1. Smt. Kamal Dangat & others AND 1. Mr. Santosh Bodake and Mr. Narendra Dhavale bearing Reg.S.No. 5368/2006 of Sub Registrar office Haveli No 20 on dated 21/07/2006, it appears that 1. Smt. Kamal Dangat & others had executed Sale Deed in favour of 1. Mr. Santosh Bodake 2. Mr. Narendra Dhavale for land area admeasuring 60R out of total land area 02H 07R.

10. On perusal of Contempt petition 288/2008 filed by Mr.Mazda before Hon'ble Bombay High Court, at Mumbai, it appears the Hon;ble Court has issued notice and thereby the respective Parties for cancellation of the aforesaid Development Agreements and such deeds and documents later on the parties have performed the cancellation deeds of their parts of the agreements.

11. Cancellation of the Sale Deed-
That, the said Mr. SAntosh Bodake & Mr. Narendra Dhavale has filed application no. 684/2013 before the Hon'ble High Court Mumbai in contempt petition And the Hon'ble Court on dated has passed Order on dated 14/03/2014. That, affecting the said Order of the Hon'ble High Court Mumbai, the said Dangat and Rajput has filed SLP bearing no. 16545/2014 before the Hon'ble Supreme Court of India and in the said SLP, the Hon'ble Supreme court has allowed the said SLP on dated 10/07/2017. That the above mentioned sale deed has been cancelled by the Order of the High Court in contempt petition 288/2008 vide Cancellation Deed bearing No 7398/2013 which is registered on dated 16/08/2013 at Sub Registrar office Haveli No 04 hereby parties herein cancelled Sale Deed bearing No 5368/2006.Further, the payment of the sale deed as been deposited by the Dangat family in the Hon'ble High Court, Mumbai as per the undertaking given by them and as mentioned in the cancellation of the sale deed of dated 21/07/2006.

12. On perusal of Additional Affidaivit filed by Mazda dt. 21/09/2013 in second Contempt Petition 288/2008 it appears that, in which it was mentioned that development agreement executed by Mr. Raundal and Mr. Mankar and accordingly Mr. Rajput and Mr. Dangat gave an undertaking to cancel the said Development Agreement. After filing before the Bombay High Court accordingly their respective lawyers i.e. the Dangat family through their lawyer Adv. Shraddha Jadhav. The said notice was issued on 17/10/2013 mentioning to cancel the said Development agreement

failing which they will be liable for contempt of court and along with copy of the cheque. Similarly on behalf of Mr. Ramsingh Rajput through his lawyer Adv. Girish Shedge issued notice on dated 15/10/2013 gave a notice of cancellation of the development agreement signed by him and requested him to cancel the agreements stating all the incidents with the date and falling which the decision in the contempt petition will remain on him and sent a copy of the cheque. said contempt petition is pending beforethe Honb'le Bombay High court at present.

13. On perusal of copy of plaint of RCS no 1952/2013 it appears that Mr. Raundal and Mr. Mankar after receiving the above notice/s, Mr. Raundal and Mr. Mankar without going to the Hon,ble Bombay High Court for the relief, they have filed RCS 1952/2013 against the Dangat family, Mr. Mazda & family and Mr. Ramsingh Rajput, before the Hon'ble Civil Judge Senior Division Pune at Pune The said suit is filed for declaration of status as agent and injunction against them (irrevocable Agency). The said claim had filed on 19/10/2013. No injunction has been granted in the said suit till date.

14. On perusal of Photocopy of Zone certificate issued by PMC, it appears that said land falls under Residential Zone along with G-3-D Garden Reservation has been shown on the said certificate.

15. On perusal of Photocopy of Consent term in Second Apeeal No. 803/2001 it appears that, appellant i.e. Mr. Mazda and others and the defendant i.e. Dangat and other decided to settle the dispute over the said land by compromise and accordingly on 05/12/2023 appellant and the Respondent jointly filed a Consent Term at the Bombay High Court. And by the Order dated 26/04/2013, the possession of the said land was with the Mr. Dangat and other, accordingly Hon. Bombay High Court, granted the Consent Decree on 05/12/2022. In the said second appeal even though Mr.Raundal and Mr. Mankar were not parties to Consent Term in 803/2001, on the day of Consent Term, their counsel appeared through Mr. Kamat. for them no issue to the said said Consent Term. Accordingly Hon'ble High Court has passed order on dated 13/12/2022. thereby all dispute/claim/litigation dissolved between the original land owners and Mr. Mazda family and M/s. Kalpa Construction and said property is free from all sort of encumbrances.

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16. On perusal of Photocopy of Sale Deed alongwith Power of Attorney executed by 1. Kamal Dattatray Dangat and others in favour of M/s. White Marbles Realties Pvt.Ltd. through its authrorised person Mr. Ankit Chhajed, bearing registration S.No. 24527/2022, 24528/2022 respectively, of dated 15/12/2022, it appears that 1. Kamal Dattatray Dangat 2. Mrs. Sharada Ganesh Tingare 3. Mrs. Manisha Arvind Dhaygave 4. Mrs. Dipali Mahesh Kumbhar have sold the land having an admeasuring area about 8,280 sq.mtrs out of total land area of 20,700 sq.mtrs in favour of M/s. White Marbles Realties Pvt.Ltd. through its authrorised person Mr. Ankit Chhajed, vide Sale Deed alongwith Power of attorney bearing registration S.No. 24527/2022, 24528/2022 respectively, of dated 15/12/2022.

Accordingly, name of M/s. White Marbles Realties Pvt.Ltd. were mutated on the revenue record of 7/12 extract as Owner of the said land vide Mutation Entry No.23936.

17. On perusal of Photocopy of Sale Deed alongwith Power of Attorney executed by 1. Mr. Gulab Shankar Dangat and others in favour of M/s. White Marbles Realties Pvt.Ltd. through its authrorised person Mr. Ankit Chhajed bearing registration S.No. 24538/2022, 24539/2022 respectively dated 15/12/2022, it appears that 1. Mr. Gulab Shankar Dangat and others have sold the land having an admeasuring area about 10,350 sq.mtrs out of total land area of 20,700 sq.mtrs in favour of M/s. White Marbles Realties Pvt.Ltd. through its authrorised person Mr. Ankit Chhajed, vide Sale Deed alongwith Power of attorney bearing registration S.No. 24538/2022, 24539/2022 respectively dated 15/12/2022.

Accordingly, name of M/s. White Marbles Realties Pvt.Ltd. were mutated on the revenue record of 7/12 extract as Owner of the said land vide Mutation Entry No. 24171.

18. On perusal of Photocopy of Sale Deed alongwith Power of Attorney executed by Mrs. Chitrali Sunil Dangat & others in favour of in favour of M/s. White Marbles Realties Pvt.Ltd. through its authrorised person Mr. Ankit Chhajed, bearing No. 24540/2022, 24541/2022 respectively of dated 15/12/2022, it appears that 1. Mrs. Chitrali Sunil Dangat & others have sold the land having an admeasuring area about 2,070 sq.mtrs out of total land area of 20,700 sq.mtrs in favour of M/s. White Marbles Realties Pvt.Ltd. through its authrorised person Mr. Ankit Chhajed, vide Sale Deed

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alongwith Power of attorney bearing registration S.No. 24540/2022, 24541/2022 respectively dated 15/12/2022.

19. On perusal of Photocopy of Power of Attorney executed by 1. Mr. Dinshaw Nozer Mazda & others in favour of M/s. White Marbles Realties Pvt. Ltd. through its authrorised person Mr. Ankit Chhajed bearing S.No. 24542/2022 dated 15/12/2022, it appears that 1. Mr. Dinshaw Nozer Mazda 2. Dilkash Nozer Mazda alias Dilkash Falahati 3. Fareeza Nozer alias Fareeza Raja (for 2 and 3. Through her POA holder Smt. Aban Nozer Mazda) 4. M/s. Kalpa Construction through its proprietor Mr.Ramsingh Kohli Rajput 5. Mr. Sachin D. Temghere 6. Mr. Amol D. Temghere 7. Mr. Manoj D. Temghere executed power of attorney in favour of M/s. White Marbles Realties Pvt. Ltd. through its authrorised person Mr. Ankit Chhajed, as their attorney/ies to do various acts, deeds, matters, things etc. with respect to the said land which was duly authenticated before the Sub-Registrar Haveli no. 01, Pune at S.No. 24542/2022 of dated 15/12/2022.

20. On perusal of Spl. Civil Suit bearing No 526/2023 it appears that Mrs. Swati Bodake and others have filed the civil suit against Mr. Dangat and others for specific performance of agreement with respect to land admeasuring area about 60R out of the said land.

21. On perusal of Photocopy of Commencement Certificate bearing no. CC/0095/2024 of dated 04/04/2024, it appears that the said land owner i.e. developer had prepared and submitted the building plan of the proposed building/s, to be constructed on the said Land to Pune Municipal Corporation of Pune for sanction. The Pune Municipal Corporation of Pune have sanctioned the building plan vide the said Commencement Certificates and the said land owner / developer accordingly commenced construction of the said building/s in accordance with the said plan.

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22. Trace of Title / History of Land :-

All that piece and parcel of land bearing Survey Number 87 having total area admeasuring 20,700 sq.mtrs i.e. 02H 07R, situated at Village Warje, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation, Pune herein after referred to as the 'Said Land" (which is more particularly described in Schedule written hereunder). The said land was originally owned by Late. Shankar Shakaram Dangat. He died intestate as on 29/11/1977, Leaving behind his legal heirs namely Mr. Gulab Shankar Dangat, Mr. Dattau alias Dattatray Shankar dangat along with three daughters namely 1. Tarabai Yashwant Mokashi, 2. Indubai Dhamgude, 3. Savitri Tanaji Ranwade. Thereafter, upon application by three daughters of Late. Shankar Sakharam Dangat namely Tarabai Yashwant Mokashi, Indubai Dhamgude, Savitri Tanaji Ranwade, stating that thgey are releasing their rights and their names should not be entered into record of rights as the co-owners. Accordingly, their name was not mutated on the revenue records. Thus, the names of Mr. Gulab Shankar Dangat, Mr. Dattau Alias Dattatray Shankar Dangat were mutated on the revenue record of 7/12 extract as Owners vide Mutation Entry No.1546.

That the original owners i.e Mr. Gulab Shankar Dangat and other have entered into Agreement to Sale Dated 05/01/1982 with one Mr. Mazda for the said land. However Mr. Gulab Shankar Dangat and other did not enter into Sale Deed hence Mr. Mazda has initiated a suit bearing no. 179/1987 against the original owners and the same was dismissed as on dated 30/03/1991. Being aggrieved from the order passed by the Hon`ble court, Mazda had filed Appeal before Hon'ble Bombay High Court, at Mumbai.
Being aggrieved from the Order passed by the Hon`ble Court, Mr. Mazda had filed First Appeal bearing no. 140/1992 before Hon'ble Bombay High Court; the same was remanded to the Hon`ble District and Session Court of Pune, at Pune, accordingly, the same was renumbered vide No-15/2001, and decided on dated 31/08/2001.

That being aggrieved from the Order passed by the Hon'ble court, Mr. Mazda & family filed Second Appeal bearing no. 803/2001 before Hon'ble Bombay High Court the appellant filed an application bearing no. 988/2001 not to establish the rights of the defendant i.e. third parties in the said land. On the said application dt.28/01/2022 an Order was passed on 21/12/2001 that the defendant should not establish the right and title of third parties in the said property. Also by order dated 28/01/2002 the Order passed on 21/12/2001 was upheld.

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While the Injunction Order of dated 21/12/2001 was subsisting Mr. Vijay Raundal and Mr. Ashok Dattatray Mankar executed Development Agreement on dated 18/08/2005 which was registered at S No. 5349/2005 of Haveli No. 13. In the said Development Agreement it is clearly mentioned at **'page no. 5 para B'** that the consideration against the said agreement was given to Shri. Gulab Shankar Dangat and Shri. Dattu alias Dattatray Dangat. Actually, Dattu alias Dattatray Dangat's died on 06/01/2001 at Sasson Hospital, Pune.

It is matter of fact that and it is my personal observation that how the payment was made by Mr. Vijay Raundal and Mr. Ashok Dattatray Mankar to Shri. Dattu alias Dattatray Dangat in 2006 as the said person was died on 06.01.2001 and the said fact has been obsereved by me in the documents provided to me by the clients during the search of the property.

It has been brought to my notice by the clients that; In the said Development Agreement of Raundal and Mankar of dated 18/08/2005 that at page No. 5 it is stated in C that *"the assignee had prepared a private drawing of the said land and some of them have been assigned by one or more registered purchase deed, notarized share deeds, registered development agreements, notarized as well as registered power of attorney and other documents to different persons till date. However, since it is not possible for the said persons to develop the said land taken by them, this document shall be written and the said persons shall jointly develop the said land given to them since the plot has also been agreed and agreed to be developed by the underwriter, the underwriter has written and registered the development agreement of four acres today."*

Thereafter while the injunction order of the Hon'ble Bombay High Court of dated 21/12/2001 was subsisting again Mr. Vijay Raundal and Mr. Ashok Dattatray Mankar executed Development Agreement on dated 29/10/2005 bearing registration no. 6964/2005 of Haveli No. 13, which was registered by Gulab Dangat and other. In the said agreement at page no. 7 para 6 it is stated therein that the said land or any part thereof shall not be the subject matter of any civil criminal or revenue court. Infact, the said agreement dated 29/10/2005 was executed and registered by Mr. Vijay Raundal and Mr. Ashok Mankar during the existence of the injunction order dated 21/12/2001.

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That Information regarding the above-mentioned development agreement and other transactions came to the knowledge of Mr. Mazda; he has filed an application for adding the name of the Raundal and Mankar as Respondent no 9 and 10 in the pending contempt petition no. 288/2008 before Hon'ble Bombay High Court, at Mumbai and accordingly the Hon;ble Court has issued notice and thereby the respective Parties for cancellation of the aforesaid Development Agreements and such deeds and documents later on the parties have performed the cancellation deeds of their parts of the agreements. Mr. Mazda filed an additional affidavit dt. 21/09/2013 in which it was mentioned that development agreement executed by Mr. Raundal and Mr. Mankar and accordingly Mr. Rajput and Mr. Dangat gave an undertaking to cancel the said Development Agreement. After filing before the Bombay High Court accordingly their respective lawyers i.e. the Dangat family through their lawyer Adv. Shraddha Jadhav. The said notice was issued on 17/10/2013 mentioning to cancel the said Development agreement failing which they will be liable for contempt of petition and along with copy of the cheque. Similarly on behalf of Mr. Ramsingh Rajput through his lawyer Adv. Girish Shedge issued notice on dated 15/10/2013 gave a notice of cancellation of the development agreement signed by him and requested him to cancel the agreements stating all the incidents with the date and falling which the decision in the contempt petition will remain on him and sent a copy of the cheque.

After receiving the above notice, Mr. Raundal and Mr. Mankar without going to the Hon,ble Bombay High Court for the relief, they have filed RCS 1952/2013 before the Hon'ble Civil Judge Senior Division Pune at Pune The said suit is filed for declaration of status as agent and injunction against them (irrevocable Agency). The said claim had filed on 19/10/2013. No injunction has been granted in the said suit till date.

That the Mr. Dangat and other Kalap Construction entered into Development Agreement in favour of Mr. Vijay Raundal and Mr. Ashok Mankar bearing no. 5349/2005 and 6964/2005 respectively and the accompanying power of attorney Registered under Act No. 5350/2005 and 6965/2005 respectively, in contempt of the Order Passed by Bombay High Court on vide Order dated 28/01/2002.

Further, the said land is the subject of claim for about 40 years and the said land was Non-Profitable to all the parties. In such a situation, the said land is being agreed to be sold to White Marble Pvt. Ltd through the intervention of mediators.

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It was also decided in second appeal No. 803/2001, between appellant i.e. Mr. Nozar Mazda and others and the defendant i.e. Dangat and other decided to settle the dispute over the said land by compromise and accordingly on 05/12/2023 appellant and the Respondent jointly filed a Consent Term at the Bombay High Court. And by the Order dated 26/04/2013, the possession of the said land was with the Mr. Dangat and other, accordingly Hon. Bombay High Court, granted the Consent Decree on 05/12/2022. In the said second appeal even though Mr.Raundal and Mr. Mankar were not parties to Consent Term in 803/2001, on the day of Consent Term, their counsel appeared through Mr. Kamat. for them no issue to the said said Consent Term. Accordingly Hon'ble High Court has passed order on dated 13/12/2022. thereby all dispute/claim/litigation dissolved between the original land owners and Mr. Mazda family and M/S Kalpa Construction and said property is free from all sort of encumbrances.

On 06/01/2005 Mr. Dattau Alias Dattatray Shankar Dangat died intestate leaving behind his legal heirs namely, 1. Smt. Kamal Dattatray Dangat 2. Sunil Dattatray Dangat 3. Mrs.Manda alias Sharda Ganesh Tingre (Before Marriage is Manda Dattatray Dangat), 4. Mrs.Manisha Arvind Dhaygave (Before Marriage Name Manisha Dattatray Dangat), 5. Mrs. Deepali Mahesh Kumbhar (Before Marriage Name Deepali Dattatray Dangat) and accordingly their names were mutated on the revenue record of 7/12 extract as Owners vide Mutation Entry No.14608. Later on, Sunil Dattatray Dangat expired leaving behind his legal heirs namely, Smt. Chaitrali Sunil Dangat, Mr. Deepak Sunil Dangat, Mr. Ketan Sunil Dangat.

Original land owners Dangat family along with the Mazda family and others has decided to resolve the pending dispute by intervention of the common friends. Thereby, Mazda family has decided to withdraw all the previous pending disputes/Appeals etc which is pending before the respective Courts including High court at Mumbai or any other competent authorities and further Mazda family is ready to confirm the title of said land i.e. having total land area 20700 sq.mtrs in favour of the Dangat Family.

As per the mutual settlement between the Dangat family they have mutually divided their shares in the entire land area 20700 sq.mtrs i.e. 02H 07R. The shares have been mutually divided and shared in the following manner by the said Dangat Family :-

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I. An area admeasuring 01H 3.50R i.e 10350 Sq mtrs out of the total land area i.e the larger land having total area admeasuring 02H 07R shall be kept in the name of Mr. Gulab Shankar Dangat & their Family.

II. An area admeasuring 00H 82.8 R out of the total land area i.e the larger land having total area adm 02H 07R shall be kept in the name of 1. Smt. Kamal Dattatray Dangat 2.Mrs.Manda alias Sharda Ganesh Tingre (Before Marriage name is Manda Dattatray Dangat), 3. Mrs.Manisha Arvind Dhaygave (Before Marriage Name is Manisha Dattatray Dangat), 4. Mrs. Deepali Mahesh Kumbhar (Before Marriage Name Deepali Dattatray Dangat).

III. An area admeasuring 00H 20.7 R out of the total land area i.e the larger land having total area adm 02H 07R shall be kept Area collectively in the name of Smt. Chaitrali Sunil Dangat, Mr. Deepak Sunil Dangat, Mr. Ketan Sunil Dangat.

The said land owners are in possession of the said land. In the following way landowners have sold the said land i.e.

1) 1. Kamal Dattatray Dangat 2. Mrs. Sharada Ganesh Tingare 3. Mrs. Manisha Arvind Dhaygave 4. Mrs. Dipali Mahesh Kumbhar have sold the land having an admeasuring area about 8,280 sq.mtrs out of total land area of 20,700 sq.mtrs in favour of M/s. White Marbles Realties Pvt.Ltd. through its authrorised person Mr. Ankit Chhajed, vide Sale Deed alongwith Power of attorney bearing registration S.No. 24527/2022, 24528/2022 respectively, of dated 15/12/2022

2) Mr. Gulab Shankar Dangat and others have sold the land having an admeasuring area about 10,350 sq.mtrs out of total land area of 20,700 sq.mtrs in favour of M/s. White Marbles Realties Pvt.Ltd. through its authorized person Mr. Ankit Chhajed, vide Sale Deed alongwith Power of attorney bearing registration S.No. 24538/2022, 24539/2022 respectively dated 15/12/2022.

3) 1. Mrs. Chitrali Sunil Dangat & others have sold the land having an admeasuring area about 2,070 sq.mtrs out of total land area of 20,700 sq.mtrs in favour of M/s. White Marbles Realties Pvt.Ltd. through its authrorised person Mr. Ankit Chhajed, vide Sale Deed alongwith Power of attorney bearing registration S.No. 24540/2022, 24541/2022 respectively dated 15/12/2022.

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Altogether, Owner / Promoter i.e. M/s. White Marbles Realties Pvt.Ltd. through its authrorised person Mr. Ankit Chhajed have acquired all that piece and parcel of land bearing Survey Number 87 having total area admeasuring 20,700 sq.mtrs i.e. 02H 07R, situated at Village Warje, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation, Pune i.e. said land.

23. Pending Litigation :-

As per information given by clinet following are the pending litigations -

A. R.C.S.1952/2013 which is pending before the Hon'ble CJSD Court of Pune, at Pune.

B. Spl.C.S. 526/2023 which is pending before the Hon'ble CJSD Court of Pune, at Pune.

IN VIEW OF THE DISCUSSION MADE IN PARAS ABOVE I CONCLUDE THAT:

1. **Encumbrances:** Except the pending litigation i.e. 1. R.C.S.1952/2013. 2. Spl.C.S. 526/2023 as mentioned herein, no other entry showing any encumbrance such as sale, transfer, mortgage, charge or otherwise in respect of the said Land was found during the search.
2. **Remarks:** In the office of Sub-registrar Haveli 1, 2, 10, 11, 12, 23 of Pune, search is taken from the available for records for my inspection. However from the available records for my inspection, there was no adverse entry showing any transaction in respect of the said Land. Apart from manual search I have also taken e-search on official web site of Department of Registration & stamp, Government of Maharashtra.
3. On the basis of all the above facts, records, documents perused by me which are provided by client and relying on them, I have no hesitation to opine that M/s. White Marbles Realties Private Limited through its authorized person Mr. Ankit Dinesh Chhajed is the owner of the said captioned property and is having vacant and peaseful possession of the said property and also having marketable title to develop, construct upon the said land as per Sale Deeds and power of attorney mentioned herein above.

Note :- This Search and Title Report is based upon the information and documents made available to me. All the copies of the documents given for my inspection are returned herewith.

Date :- 10/04/2024

Place :- Pune

ADVOCATE

RAMESHKUMAR. B. NAGE
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10/04/2024

Rameshkumar B. Nage
ADVOCATE

Add:- S.No.36/1D,Pune-Solapur Road, Manjriform, Pune
Reg, No. MAH/657/1986
Mob. No. 9604974370

TITLE CERTIFICATE

This is to certify that, my client M/s. White Marbles Realties Private Limited through its authorized person Mr. Ankit Dinesh Chhajed has instructed me to give the Search & title opinion in respect of the land more particularly described hereunder. M/s. White Marbles Realties Private Limited through its authorized person Mr. Ankit Dinesh Chhajed has owned and possessed the land bearing Survey Number 87 admeasuring area about **20,700 sq.mtrs. i.e. 02H 07R**, situated at Village Warje, Taluka Haveli, District Pune by virtue of Sale Deeds as mentioned above.

Further, client M/s. White Marbles Realties Private Limited through its authorized person Mr. Ankit Dinesh Chhajed has got legal right to develop the said land and having marketable title and is free from all encumbrances, lien, lease, charges in respect of said land, except the pending R.C.S.1952/2013. 2. Spl.C.S. 526/2023 and till date no adverse order has been passed by the court againt the said land/property.

SCHEDULE

All that piece and parcel of land bearing Survey Number 87 admeasuring area about **20,700 sq.mtrs. i.e. 02H 07R**, situated at Village Warje, Taluka Haveli, District Pune, within the Limits of Pune Municipal Corporation and within the jurisdiction of Sub District of Registration Pune, along with all rights, interest, claims, etc. attached thereto is the subject matter of this Deed and is bounded as under:

On Or Towards East	By Road and S No 86
On Or Towards South	By road and S No 76 Maryadit.
On Or Towards West	By Road and S No 86
On Or Towards North	By S No 88

Together with easementary rights along with all the rights attached to the said Land including present permissible building potential or that will be permitted in future, TDR, paid FSI, premium FSI, ancillary FSI, with all appurtenances thereto and all rights and facilities pertaining thereto (hereinbefore called and referred as "**said project land/property")**

Date :- 10/04/2024
Place :- Pune

ADVOCATE
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10/4/2024

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CHALLAN
MTR Form Number-6

GRN	MH000414393202425U	BARCODE		Date 09/04/2024-17:09:04	Form ID

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Search Fee Other Items	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	HVL10_HAVELI 10 JOINT SUB REGISTRAR	Full Name	Adv Rameshkumar Nage
Location	PUNE		
Year	2024-2025 One Time	Flat/Block No.	S No 87
Account Head Details	Amount In Rs.	Premises/Building	
0030072201 SEARCH FEE	750.00	Road/Street	adm area 20700 sq mtrs of Village Warje
		Area/Locality	Haveli, Pune
		Town/City/District	
		PIN	4 1 1 0 5 8
		Remarks (If Any)	
		search fees for 30 years from 1995 to 2024	
		Amount In Words	Seven Hundred Fifty Rupees Only
Total	750.00		

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572024040958443	CPADSAWGA7
Cheque/DD No.		Bank Date	RBI Date	09/04/2024-17:24:10	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 8380037496

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागु आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तांसाठी लागु नाही.

RBNage

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Print Date 09-04-2024 05:10:11