

DATE - 07/11/2022

FORMAT - A

To
MahaRERA

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to a separated area, admeasuring 01 Hectare, 00 Ares, from and out of the entire landed property, bearing Survey no.74, Hissa No.6, totally admeasuring 02 Hectares, 20 Ares, (including Pot Kharaba 00 Hectare, 14 Ares), assessed at Rs. 04.06, lying, being and situated at Revenue Village- Ravet, Taluka-Haveli, District- Pune, within the local limits of Pimpri Chinchwad Municipal Corporation, and within the jurisdiction of Sub-Registrar, Haveli, (Pune). (Hereinafter referred to as the "said property")

A Detailed Description of the Said Property :-

All that piece and parcel of a separated area, admeasuring 01 Hectare, 00 Ares, from and out of the entire landed property, bearing Survey no.74, Hissa No.6, totally admeasuring 02 Hectares, 20 Ares, (including Pot Kharaba 00 Hectare, 14 Ares), assessed at Rs. 04.06, lying, being and situated at Revenue Village- Ravet, Taluka- Haveli, District-Pune, within the local limits of Pimpri Chinchwad Municipal Corporation, and within the jurisdiction of Sub-Registrar, Haveli, (Pune) which area, admeasuring 01 Hectare, 00 Ares, is bounded as follows:-

On or towards the East :	By remaining area from and out of the Land, Survey no.74/6,
On or towards the West :	By property owned by Mr. Gulab Mulani,
On or towards the South :	By property owned by Mr. Vishwas Sudhakar Bhondve,
On or towards the North :	By property owned by Mr. Kisan Bhondve,

Together with all easementary right, title and interest attached thereto.

For sake of brevity and convenience, hereinafter referred to as the "Said Property".

A. I have investigated the title of the said property on the request of Mr. Laxman Sahebanna Mhetre, Proprietor, M/s. L. S. Mhetre, a Proprietary Firm, having its Office address:- Laxmi Complex, Office nos. 318 to 323, Third Floor, Mumbai Pune Road, Chinchwad, Pune- 411019. Accordingly, I have taken search of the said property vide vide E Search Receipt No. MH013636306201819E dated- 25/03/2019, for the period of 1990 to 2019, and further E

Search Receipt No. MH003322619202223E dated- 14/06/2022. The said Mr. Laxman Sahebanna Mhetre, Proprietor, M/s. L. S. Mhetre supplied me below mentioned documents and information for the said purpose. I have caused to conduct the search of the said property since last 30 years i.e. since 1990 to till date. My title report is based on documents and information supplied to me, Public Notice dt 30/04/2022, published in daily 'Prabhat' and E-search taken on IGR – Maharashtra site. In order to investigate into the title of the said property, I have scrutinized the following documents issued to me by Mr. Laxman Sahebanna Mhetre, Proprietor, M/s. L. S. Mhetre as follows :

1) Documents of said Plot :

- i. 'Release Deed' (With Consideration) - dated 19.12.2007, registered in the office of Sub Registrar, Haveli No.17, vide sr no. 12005/2007 executed by Mrs. Taramati Bajirao Kalokhe, to and in favor of the other owners 1) Swami Natu Bhondve 2) Madhukar Nathu Bhondve 3) Kashinath Nathu Bhondve 4) Chandrabhaga Nathu Bhondve
- ii. 'Release Deed', dated 19.12.2007, registered in the office of Sub-Registrar Haveli No.17, vide sr no. 12007/2007, executed by 1) Swami Nathu Bhondve 2) Madhukar Nathu Bhondve 3) Kashinath Nathu Bhondve, in favor of Smt Chandrabhaga Nathu Bhondave.
- iii. 'Development Agreement' along with the Power of Attorney, both dated 20.12.2007, registered in the office of Sub Registrar, Haveli No. 17, at sr no. 12067/2007 and 12068/2007 respectively, executed by Smt Chandrabhaga Nathu Bhondve, to and in favor of the Developers 1) Mr. Dipak Madhukar Bhondve 2) Mr. Santosh Madhukar Bhondve 3) Mr. Sameer Kashinath Bhondve and 4) Mr. Amol Kashinath Bhondve.
- iii. Smt. Chandrabhaga Nathu Bhondve, executed a Will, dated- 20/12/2007, registered at Sr. No. 12060/2007, in the Office of the Sub Registrar, Haveli no. 17, to and in favour of, Deepak and Santosh Madhukar Bhondve, Sameer and Amol Kashinath Bhondve.
- iv. Sale Deed, dated- 24/04/2008 registered in the office of Sub Registrar, Haveli No.17, vide sr no. 4251/2008, on 25/04/2008, executed by, Smt Chandrabhaga Nathu Bhondve & other to and in favor of the Purchaser, Shri Laxman Sahebanna Mhetre Prop. L. S. Mhetre.



v. That as per Zone Certificate No. NRV/KAVID/KIWALE/18/18/18 dated 08.01.2018;

vi. NOC of the Labour Commissioner, State of Maharashtra, Mumbai, vide its Letter Ref. No. kaha/hahapra/prakra.39/2018, karya-7/2782, dated- 13/02/2019,

vii. Development Plan, Zoning Certificate No. NRV/KAVID/RAVET/94/20 dated 02/03/2020; issued by Deputy Director, Town Planning, Pimpri Chinchwad Municipal

viii. Commencement Certificate, on 17/05/2022, from Pimpri Chinchwad Municipal Corporation, vide Ref. No. BP/RAVET/101/2022

ix. Order of Tahasildar, Pimpri Chinchwad City, vide its letter, dated- 31/05/2022, under Ref.no. Jamin/NA/SR/371/2022 for NA

x. Tabe Pavti, dated 17.02.2022, registered on 18/02/2022, in the office of Sub Registrar, Haveli 5, at Sr. No. 3031/2022 executed by Shri Laxman Sahebanna Mehetre in favor of Pimpri Chinchwad Corporation.

xi. Environmental Clearance (EC) from the Ministry of Environment, Forest and Climate Change, issued by the State Environment Impact Assessment Authority (SEIAA), Maharashtra) on 12/03/2022

xii. Tabe Pavti, dated 12.04.2022, registered in the office of Sub Registrar, Haveli 5, at Sr. No. 7108/2022 executed by Shri Laxman Sahebanna Mehetre in favor of Pimpri Chinchwad Corporation.

xiii. Commencement Certificate No. B.P. / RAVET/101/2022 dated 17/05/2022

All transactions with respect to the said property for 30 years from 1990 to till date.

B. On perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that the title of Shri Laxman Sahebanna Mhetre Prop. L. S. Mhetre is clear, marketable and without any encumbrances, subject to whatever motioned the detailed report.

Owner of the plot "Mr. Laxman Sahebanna Mhetre, Proprietor, M/s. L. S. Mhetre – Property bearing Survey no.74, Hissa No.6, Revenue Village- Ravet, Taluka- Haveli, District- Pune,

C. TITLE HISTORY :

1. That it seems from the 7/12 extract for the year 1983, that one Mr. Nathu Baburao Bhondve, was shown as owner of the said property.
2. That the Mutation Entry No. 1945 indicates that the above said Owner, Shri. Nathu Baburao Bhondve, expired intestate, on 17.02.1983, leaving behind him, sons, i) Swami Nathu Bhondve ii) Madhukar Nathu Bhondve 3) Kashinath Nathu Bhondve, daughters, 4) Mrs. Taramati Bajirao Kalokhe, and a widow, 5) Smt. Chandrabhaga Nathu Bhondve, as his legal heirs. Accordingly, the said legal heirs have brought on record of rights of the said property together with other properties left behind by the said deceased.
3. That the Mutation Entry No. 2043 indicates that one of the above said Owners, Shri. Madhukar Nathu Bhondve, made E-karar with VKSS- Kiwale society for a loan amount of Rs. 15000/- on 28.06.1985, mortgaging the said property with it and accordingly an encumbrance of the same, was recorded in other rights column of the said property.
4. That the Mutation Entry No. 2127 indicates that one of the owners, Shri. Kashinath Nathu Bhondve made E-Karar with VKSS Kiwale for an amount of Rs. 60,000/- on 21.10.1986, and accordingly, an encumbrance of the same, was recorded in other rights column of the said property.
5. That the Mutation Entry No. 2128 indicates that one of the Owners, Shri. Madhukar Nathu Bhondve, made E-Karar with VKSS Kiwale for an amount of Rs. 60,000/- on 21.10.1986, and accordingly an encumbrance of the same was recorded in other rights column of the said property.
6. That the Mutation Entry No. 2129 indicates that one of the Owners, Shri. Swami Nathu Bhondve made E-Karar with VKSS Kiwale for an amount of Rs. 60,000/- on 21.10.1986, and accordingly an encumbrance of the same was recorded in other rights column of the said property.
7. That the Mutation Entry No. 2130 indicates that one of the Owners, Smt Chandrabhaga Nathu Bhondave, made E-Karar with VKSS Kiwale for an amount of Rs. 55,000/- on 21.10.1986, and accordingly an encumbrance of the same was recorded in other rights column of the said property.
8. That the Mutation Entry No. 2241 indicates that as the above said Owners i) Swami ii) Madhukar iii) Kashinath and iv) Chandrabhaga Nathu Bhondve, repaid all the loan amount fully, which was taken from VKSS Kiwale, an encumbrance of such loans, recorded in other rights column of the said property were deleted.

9. That the Mutation Entry No. 2275 indicates that one of the Owners, Shri. Madhukar Nathu Bhondve, mortgaged with VKSS Kiwale his share of land for an amount of Rs. 45,000/- on 19.06.1989, accordingly an encumbrance of the same was recorded in other rights column of the said property.

10. That the Mutation Entry No. 2379 indicates that the above said Owners i) Swami ii) Madhukar iii) Kashinath and iv) Chandrabhaga Nathu Bhondve, availed loan of Rs. 5,55,000/- from the Bank of India, Dehu Road, branch, and accordingly as per the letter from the bank vide ref no. DHU/LAG, dated- 18.04.1990, an encumbrance of the said loan was recorded in other rights column of the said property.

11. That the Mutation Entry No. 4927 indicates that one of above said Owners, Shri. Kashinath Nathu Bhondave, availed loan of Rs. 32,000/- from the Bank of India, Dehu Road, branch, accordingly as per the letter from the bank, vide ref no. DHU/LOAN, dated- 28.08.1999, an encumbrance of the said loan was recorded in other rights column of the said property.

12. That the Mutation Entry No. 5035 indicates that as per the letter from Bank of India, Dehu Road branch, one of the owners, Shri. Kashinath Nathu Bhondve, availed loan of Rs. 32,000/- for the purchase of Motor Cycle and accordingly, as per letter from Bank of India, dated 28.08.1999, Dehu Road, branch, vide ref no. Hano/Kavi/4723/1999, dated 29.04.1999 an encumbrance of the said loan was recorded in other rights column of the said property.

13. That the Mutation Entry No. 5161 indicates that one of the Owners, Shri. Kashinath Nathu Bhondve, availed loan of Rs. 50,000/- for the Non cultivable land, and accordingly, as per letter from Bank of India, dated- 28.08.1999, Dehu Road, branch, vide ref no. 13/1965, an encumbrance of the said loan was recorded in other rights column of the said property.

14. That the Mutation Entry No. 5350 indicates that the above said owners, 1) Smt. Chandrabhaga Nathu Bhondve and 2) Mr. Kashinath Nathu Bhondve, have availed loan of Rs. 50,000/- each i.e. Rs. 1,00,000/-, and accordingly as per letter from Bank of India, dated 14.05.2001, Dehu Road, branch, an encumbrance of the said loan was recorded in other rights column of the said property.

15. That the Mutation Entry No. 5944 indicates that one of the above said Owners, Shri. Madhukar Nathu Bhondve, made E-karar and availed loan of Rs. 3,00,000/- from VKSS Kiwale dated 01/09/2005 and accordingly an encumbrance of the same was recorded in other rights column of the said property.

16. That the Mutation Entry No. 5990 indicates that one of the above said owners, Shri. Madhukar Nathu Bhondve, availed loan of Rs. 2,00,000/- from VKSS Kiwale dated 13.02.2006, and accordingly an encumbrance of the same was recorded in other rights column of the said property.

17. That the Mutation Entry No. 5991 indicates that one of the above said owners, Smt. Chandrabhaga Nathu Bhondve availed loan of Rs. 2,00,000/- from VKSS Kiwale dated 13.02.2006, and accordingly an encumbrance of the same was recorded in other rights column of the said property.

18. That the Mutation Entry No. 6034 indicates that the above said owners 1) Mr. Madhukar Nathu Bhondve 2) Mr. Kashinath Nathu Bhondve and 3) Smt. Chandrabhaga Nathu Bhondve, availed loan of Rs. 1,50,000/- from Canara Bank, Hinjewadi branch, and accordingly as per letter vide ref. no. MS/Sheti/1000/2005, dated- 25.04.2006, an encumbrance of the said loan was recorded in other rights column of the said property.

19. That the Mutation Entry No. 6046 indicates that one of the above said owners, Shri. Swami Nathu Bhondve, made E-Karar with VKSS Kiwale and availed loan of Rs. 3,00,000/- and accordingly an encumbrance of the said loan was recorded in other rights column of the said property.

20. That the Mutation Entry No. 6071 indicates that one of the above said owners, Shri Swami Nathu Bhondve availed loan of Rs. 2,00,000/- from Pune District Sah. Bank Ltd., Dehu Road, branch, and accordingly an encumbrance of the said loan was recorded in other rights column of the said property.

21. That the Mutation Entry No. 6078 indicates that one of the above said Owners, i) Shri Madhukar Nathu Bhondve ii) Kashinath Nathu Bhondve availed loan of Rs. 5,50,000/- from Pune District Sah. Bank Ltd., Dehu Road, branch, and accordingly as per letter from the said bank vide ref no. 20/565 dated 11/8/2006, an encumbrance of the said loan was recorded in other rights column of the said property.

22. That the Mutation Entry No. 6367 indicates that the owners, 1) Kashinath Nathu Bhondve and 2) Chandrabhaga Nathu Bhondve, and Madhukar Nathu Bhondve, had repaid the loan amount to the Bank of India, Branch Dehu Road, and accordingly an encumbrances of the said bank loan recorded in other rights column of the said property together with other properties, was deleted, from the record of rights of the said property.

23. That the Mutation Entry No. 6655 indicates that by virtue of a 'Release Deed' - dated 19.12.2007, registered in the office of Sub Registrar, Haveli No.17, vide sr no. 12005/2007 with the consideration of Rs. 30,00,000/-, the co-owner, Mrs. Taramati Bajirao Kalokhe, released all her rights, title and interest in the ancestral properties including the said property, to and in favor of the other owners 1) Swami Natu Bhondve 2) Madhukar Nathu Bhondve 3) Kashinath Nathu Bhondve 4) Chandrabhaga Nathu Bhondve Accordingly, on the basis of the said registered Release Deed, an effect was given to the record of rights of the said property.

24. That the Mutation Entry No. 6653 indicates that, by virtue of a 'Release Deed', dated 19.12.2007, registered in the office of Sub-Registrar Haveli No.17, vide sr no. 12007/2007, co-owners 1) Swami Nathu Bhondve 2) Madhukar Nathu Bhondve 3) Kashinath Nathu Bhondve, released all their rights, share and interest in the ancestral properties to and in favor of Smt Chandrabhaga Nathu Bhondave. Accordingly, based on the said registered deed, Smt Chandrabhaga Nathu Bhondve, became the absolute owner of the said property.

25. That by virtue of 'Development Agreement' along with the Power of Attorney, both dated 20.12.2007, registered in the office of Sub Registrar, Haveli No. 17, at sr no. 12067/2007 and 12068/2007 respectively, the owner Smt Chandrabhaga Nathu Bhondve, entrusted /assigned/ transferred development rights in respect of property, bearing Survey No. 74/6 admeasuring 02 Hectare 20 Ares, (including pot kharaba 00 Hectare 14 Ares) to and in favor of the Developers 1) Mr. Dipak Madhukar Bhondve 2) Mr. Santosh Madhukar Bhondve 3) Mr. Sameer Kashinath Bhondve and 4) Mr. Amol Kashinath Bhondve.

26. That the Mutation Entry No. 6368 indicates that one of the above said owners, Shri Swami Nathu Bhondve, repaid the loan in full accord to the satisfaction of said Bank i.e. Pune District Co-op. Bank, Dehu Road branch. Accordingly as per the letter from the bank vide ref no. 94/08, dated 31.01.2008, an encumbrance of the said bank loan, was deleted from the other rights column of the said property.

27. That the Mutation Entry No. 6618 indicates that 1) Madhukar Nathu Bhondve 2) Kashinath Nathu Bhondve 3) Chandrabhaga Nathu Bhondve had availed loan from VKSS Kiwale and the same was repaid fully to the said society. Accordingly an encumbrance of the same recorded, was deleted from the other rights column of the said property.



28. That one of the above said Owners, Smt. Chandrabhaga Nathu Bhondve, executed a Will, dated- 20/12/2007, registered at Sr. No. 12060/2007, in the Office of the Sub Registrar, Haveli no. 17, in respect of the property, Survey no. 74/6, thereby bequeathing the said property to and in favour of her grand sons, namely, Deepak and Santosh Madhukar Bhondve, Sameer and Amol Kashinath Bhondve.

29. That the Mutation Entry No. 6345 indicates that by virtue of a Sale Deed, dated- 24/04/2008 registered in the office of Sub Registrar, Haveli No.17, vide sr no. 4251/2008, on 25/04/2008, the above said Owner, Smt Chandrabhaga Nathu Bhondve with the consent of 1A) Shri Madhukar Nathu Bhondve B) Mrs. Sindhu Madhukar Bhondve C) Mr. Dipak Madhukar Bhondve D) Mr. Santosh Madhukar Bhondve E) Mrs. Shaila Kashinath Sane 2A) Shri Kashinath Nathu Bhondve B) Mrs. Nanda Kashinath Bhondve C) Shri Sameer Kashinath Bhondve D) Miss Ashwini Kashinath Bhondve E) Mr. Amol Kashinath Bhondve 3 A) Shri Swami Nathu Bhondve B) Mrs. Sitabai Swami Bhondve - Being the consent party no.1 and 1) Mr. Deepak Madhukar Bhondve 2) Mr. Santosh Madhukar Bhondve 3) Mr. Sameer Kashinath Bhondve 4) Shri Amol Kashinath Bhondve- being the Consent Party No 2, have sold an area, admeasuring 01 Hectare, i.e. 100 Ares from and out of the said entire property, to and in favor of the Purchaser, Shri Laxman Sahebanna Mhetre Prop. L. S. Mhetre. Based on the above said registered sale deed, an effect has been given to the record of rights of the said property and the name of the Purchaser has been recorded in the record of rights of the said property, purchased.

30. That the Mutation Entry No. 9402 indicates that the owners 1) Madhukar Nathu Bhondve 2) Kashinath Nathu Bhondve had availed a loan of Rs. 5,50, 000/- from Pune District Central Sahakari Bank Ltd., Dehu Road branch, which was returned in full accord and therefore, an encumbrance of the said bank loan recorded, in other rights column of the said property has been deleted from the record of rights of the said property.

31. That the Mutation Entry No. 9403 indicates that one of the owners, Mr.Madhukar Nathu Bhondve, had availed a loan from VKSS, Kiwale, which was returned in full accord accordingly an encumbrance of the said society recorded has been deleted from the record of rights of the said property.

32. That as per Zone Certificate No. NRV/KAIVI/KIWALE/18/18/18 dated 08.01.2018; issued by Deputy Director, Town Planning, Pimri Chinchwad Municipal Corporation, Pune, the said Survey No. 74 (Part) has been classified under: "Industrial Zone" and 18 meter Proposed Road.

33. That the Labour Commissioner, State of Maharashtra, Mumbai, vide its Letter Ref. No. kaha/hahapra/prakra.39/2018, karya-7/2782, dated-13/02/2019, issued No Objection Certificate, mentioning therein that there are no legal dues of Laborers.

34. The report reflecting the flow of title of Mr. Laxman Sahebanna Mhetre, Proprietor, M/s. L.S.Mhetre, a Proprietary Firm, . Thus it can be concluded that the said property is free from all encumbrances and reasonable doubts and I am of the opinion that the said Owner, Mr. Laxman Sahebanna Mhetre, Proprietor, M/s. L.S.Mhetre, a Proprietary Firm, having its Office address:- Laxmi Complex, Office nos. 318 to 323, Third Floor, Mumbai Pune Road, Chinchwad, Pune-411019, has a clean and clear marketable title to the said property, specifically mentioned in the Schedule written hereunder, subject to whatever stated above.

D. The report reflecting the flow of the title of the owner Mr. Laxman Sahebanna Mhetre, Proprietor, M/s. L.S.Mhetre on the said property is enclosed herewith as annexure

Encl : Annexure

Advocate

Date : 07/11/2022,



FORMAT - A

FLOW OF TITLE OF THE SAID PROPERTY

- 1) 7/12 extract as on date of application for registration : Survey No. 74 Hissa No. 6 - an area, admeasuring 01 Hectare, 00 Ares, from and out of the entire landed property, bearing Survey no.74, Hissa No.6, totally admeasuring 02 Hectares, 20 Ares, (including Pot Kharaba 00 Hectare, 14 Ares), assessed at Rs. 04.06 – is owned by Mr. Laxman Sahebanna Mhetre, Proprietor, M/s. L.S.Mhetre
- 2) Mutation Entry No. 6345
- 3) Search Report for 30 years from 1990 to 2022 taken from IGR MAHARASHTRA by way of E-Search Receipt No. MH013636306201819E dated- 25/03/2019, for the period of 1990 to 2019, and further E-Search Receipt No. MH003322619202223E dated- 14/06/2022
- 4) There is no litigation whatsoever filed, pending or disposed in respect of the said property.

Date : 07/11/2022,

Advocate

