



Ref.:

Date:

TITLE REPORT

Re : The contiguous block admeasuring Hectares 00 = 46 Ares formed of all those pieces and parcels of land or ground admeasuring Hectares 00 = 20 Ares and Hectares 00 = 02 Ares, being portions out of the lands admeasuring Hectares 00= 24 Ares and Hectares 00 = 13 Ares bearing Hissa Nos. 2/1 and 2/1/2/1 respectively of Survey No. 24 and of land admeasuring Hectares 00 = 24 Ares bearing Survey No. 24 Hissa No. 2/1/7 situate, lying and being at Village Undri within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Village Undri and falling in the "residential" Zone under the Regional Plan for Pune Metropolitan Region currently inforce and which contiguous block is bounded as follows, that is to say:

On or towards the East : By lands out of Survey 26, Village Undri.

On or towards the South: By lands out of Survey No. 24, Village Undri.

On or towards the West : By lands out of Survey No. 24, Village Undri.

On or towards the North: By Road

We have been instructed by NYATI BUILDERS PRIVATE LIMITED, a company limited by shares duly incorporated under the provisions of the Companies Act, 1956, having its Registered Office at "Nyati Commerce House", Kalyaninagar, Pune 411001, to investigate its title with respect to the above captioned Land. We have carried out such investigation and our observations in respect thereof are as under:-



1. It appears from the VII/XII Extract from the year 1971 that one Shri. Martand Narayan More was the owner of all that piece and parcel of land or ground admeasuring Hectares 03 = 72 Ares then bearing Survey No. 23 Hissa No. 2 situate, lying and being at Village Undri within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Grampanchayat of Village Undri.
2. Vide a Deed of Sale dated 3.12.1987 (duly Registered under Serial No. 15948 of 1987 with the Sub-Registrar Haveli No. I, Pune) executed by the said Shri. Martand Narayan More in favour of one Shri. Ganpat Laxman Punekar, the said Shri. Martand Naryan More assigned, transferred, assured and conveyed a portion admeasuring Hectares 01 = 20 Ares out of the said land then bearing Survey No. 23 Hissa No. 2, Village Undri to the said Shri. Ganpat Laxman Punekar absolutely. The said portion admeasuring Hectares 01 = 20 Ares so purchased by the said Shri Ganpat Laxman Punekar was assigned Pot Hissa No. 1 of Hissa No. 2 of then bearing Survey No. 23, Village Undri and accordingly, effect to the same was given on the Revenue Record and name of the said Shri. Ganpat Laxman Punekar was entered on the Record of Rights pertaining to the said land then bearing Survey 23 Hissa No. 2/1, Village Undri as the holder thereof vide Mutation Entry No. 3195 dated 22.01.1988.
3. It appears from the Mutation Entry bearing No. 3792 dated 5.12.1990 that a separate Revenue Village (Wadachiwadi) was carved out of the original Village Undri and the land originally bearing Survey No. 23 Village Undri was assigned Survey No.24 of Village Undri.



4. **Survey No. 24/2/1:**

- i. By virtue of the aforesaid Deed of Sale dated 3.12.1987, the said Shri Ganpat Laxman Punekar became owner of all that piece and parcel of land or ground admeasuring Hectares 01 = 20 Ares then bearing Survey No. 23 Hissa No. 2/1, Village Undri.
- ii. Vide a Deed of Sale dated 22.12.1989 (duly Registered under Serial No. 19366 of 1989 with the Sub-Registrar Haveli II, Pune) executed by the said Shri. Ganpat Laxman Punekar in favour of Shri. Raghunath Ganpat Punekar and Sou. Vimal Raghunath Punekar, the said Shri. Ganpat Laxman Punekar sold a portion admeasuring Hectares 00 = 24 Ares out of the said land admeasuring Hectares 01 = 20 Ares then bearing Survey No. 23 Hissa No. 2/1, Village Undri and certain other of his holdings/lands in Village Undri to the said Shri. Raghunath Ganpat Punekar and Sou. Vimal Raghunath Punekar absolutely. The said portion admeasuring Hectares 00 = 24, so purchased by the said Shri. Raghunath Ganpat Punekar and Sou. Vimla Raghunath Punekar was assigned separate Pot Hissa No. 2 and land remained with the said Shri. Ganpat Laxman Punekar was assigned separate Pot Hissa No. 1 of Hissa No. 2/1 of land then bearing Survey No. 23, Village Undri and accordingly, effect to the same was given on the Revenue Record and names of the said Shri. Raghunath Ganpat Punekar and Sou. Vimla Raghunath Punekar were entered on the Record of Rights pertaining to land then bearing Survey No. 23 Hissa No. 2/1/2, Village Undri as



the holders thereof vide Mutation Entry bearing No. 3486 dated 13.01.1990. However, effect of Pot Hissa No. 1 was not given on VII/XII Extract in respect of land bearing Survey No. 23 Hissa No. 2/1, Village Undri which was remained with the said Shri. Ganpat Laxman Punekar and continued to bear Survey No. 23 Hissa No. 2/1, Village Undri.

- iii. Vide a Deed of Sale dated 21.03.1991 (duly Registered under Serial No. 4211 of 1991 with the Sub-Registrar Haveli-I, Pune) executed by the said Shri. Ganpat Laxman Punekar in favour of Smt. Krishnabai Laxman Chavan and Shri. Kailas Laxman Chavan, the said Shri. Ganpat Laxman Punekar assigned, transferred, assured and conveyed a portion admeasuring Hectares 00= 04 Ares out of the said land bearing Survey No. 24 Hissa No. 2/1, Village Undri to the said Smt. Krishnabai Laxman Chavan and Shri. Kailas Laxman Chavan absolutely. Effect of the said Deed of Sale was mutated vide Mutation Entry No. 3910 dated 28.05.1991 whereby the said portion admeasuring Hectares 00 = 04 Ares so sold was assigned Pot Hissa No. 3 and accordingly area of the said Land bearing Survey No. 24/2/1 was reduced by 4 Ares, however no separate VII/XII Extract was made for Survey No. 24/2/1/3. Subsequently, it appears from Mutation Entry No. 6557 that the names of the said Smt. Krishnabai Laxman Chavan and Another were entered on the VII/XII Extract in respect of land bearing Survey No. 24/2/1 as the holders of the aforesaid portion admeasuring 4 Ares therein so purchased by them, however the area of the said Land bearing Survey No.



24/2/1 which was earlier reduced vide Mutation Entry No. 3910, was not corrected and was continued to be shown as reduced by the said area of 4Ares..

- iv. Vide a Deed of Sale dated 24.03.1991 (duly Registered under Serial No. 4219 of 1991 with the Sub-Registrar Haveli No. 1, Pune) executed by the said Shri. Ganpat Laxman Punekar in favour of one Shri. Annappa Ramu Narute, the said Shri. Ganpat Laxman Punekar assigned, transferred, assured and conveyed a portion admeasuring Hectares 00 = 14 Ares out of the said land bearing Survey No. 24 Hissa No. 2/1, Village Undri to the said Shri. Annappa Ramu Narute absolutely. The said portion admeasuring Hectares 00= 14 Ares so purchased by the said Shri. Annappa Ramu Narute was assigned Pot Hissa No.4 of Hissa No. 2/1 of Survey No. 24, Village Undri and accordingly, effect to the same was given on the Revenue Record pertaining to the said Land bearing Survey No. 24 Hissa No. 2/1, Village Undri vide Mutation Entry No. 3941 dated 24.08.1991.
- v. It appears from the Mutation Entry bearing No. 4032 dated 16.10.1991 that vide a Deed of Sale dated 14.04.1991, the said Shri. Ganpat Laxman Punekar assigned, transferred, assured and conveyed a portion admeasuring Hectares 00= 06 Ares out of the said land bearing Survey No. 24 Hissa No. 2/1, Village Undri to one Sou. Usha J. Shukla, The said portion admeasuring Hectares 00 = 06 Ares so purchased by the said Sou. Usha J. Shukla was assigned separate Pot Hissa No. 5 of



Hissa No. 2/1 of survey No. 24, Village Undri and her name was entered thereon as the holder thereof .

- vi. It appears from the Mutation Entry bearing No. 4208 dated 28.04.1992 that vide a Deed of Sale dated 15.07.1991, the said Shri. Ganpat Laxman Punekar assigned, transferred, assured and conveyed a portion admeasuring Hectares 00= 24 Ares out of the said land bearing Survey No. 24 Hissa No. 2/1, Village Undri to one Shri. Murlidhar Ganpat Punekar absolutely. The said portion admeasuring Hectares 00 = 24 Ares so purchased by the said Shri. Murlidhar Ganpat Punekar was assigned separate Pot Hissa No. 6 of Hissa No. 2/1 of survey No. 24, Village Undri.
- vii. It appears from the Mutation Entry bearing No. 4209 dated 28.04.1992 that vide a Deed of Sale dated 15.07.1991, the said Shri. Ganpat Laxman Punekar assigned, transferred, assured and conveyed a portion admeasuring Hectares 00= 24 Ares out of the said land bearing Survey No. 24 Hissa No. 2/1, Village Undri to Shri. Kashinath Machindernath Punekar and Shri. Vithal Machindernath Punekar absolutely. The said portion admeasuring Hectares 00 = 24 Ares so purchased by the said Shri. Kashinath Machindernath Punekar and Shri. Vithal Machindernath Punekar was assigned separate Pot Hissa No. 7 of Hissa No. 2/1 of Survey No. 24, Village Undri and their names were entered thereon as the holders thereof .



It appears from the Mutation Entry bearing No. 5090 dated 14.06.1995 that vide a Deed of Sale dated



29.03.1995 (duly Registered under Serial No. 2462 of 1995 with the Sub-Registrar Haveli III, Pune) executed by the said Shri. Ganpat Laxman Punekar in favour of the said Shri. Murlidhar Ganpat Punekar, the said Shri. Ganpat Laxman Punekar assigned, transferred, assured and conveyed a portion admeasuring Hectares 00 = 23 Ares out of the said land admeasuring Hectares 00= 24 Ares bearing Survey No. 24 Hissa No. 2/1, Village Undri to the said Shri. Murlidhar Ganpat Punekar absolutely. Accordingly, the name of the said Shri. Murlidhar Ganpat Punekar was entered on the Record of Rights pertaining to the said Land bearing Survey No. 24 Hissa No. 2/1, Village Undri as the holder thereof.

- ix. Vide a Deed of Sale dated 16.10.1995 (duly Registered under Serial No. 8492 of 1995 with the Sub-Registrar Haveli III, Pune) executed by the said Sou. Krishnabai Laxman Chavan and Shri. Kailas Laxman Chavhan in favour of the one Shri. Narayandas Leelaram Dhanwani, the said Sou. Krishnabai Laxman Chavhan assigned, transferred, assured and conveyed their holding admeasuring Hectares 00 = 04 Ares in the said Land bearing Survey No. 24/2/1 purchased by them vide the aforesaid Deed of Sale dated 21.03.1991 from the said Shri. Ganpat Laxman Punekar, to the said Shri. Narayandas Leelaram Dhanwani absolutely and accordingly, effect of the said Deed of Sale was given on the Revenue Record pertaining to the said Land bearing Survey No. 24 Hissa No. 2/1, Village Undri and name of the said Shri. Narayandas Leelaram Dhanwani was entered on the Record of Rights as the holder of the said



portion admeasuring Hectares 00= 04 Ares therein vide Mutation Entry No. 6621 dated 22.05.2002. However, in the said Deed of Sale dated 16.10.1995, in the Schedule of the land the description of land was erroneously shown as land out of land bearing Survey No. 24 Hissa No. 2/1/2/2, Village Undri instead of the land out of Survey No. 24 Hissa No. 2/1, Village Undri and no formal correction was executed for the aforesaid mistake.

- x. Vide an Agreement For Development dated 28.01.2005 (duly Registered under Serial No. 562 of 2005 with the Sub-Registrar Haveli XII, Pune) made by and between the said Shri. Murlidhar Ganpat Punekar of the One Part and one Shri. Anil Tukaram Hole of the Other Part, the said Shri. Murlidhar Ganpat Punekar granted rights of development of his full holding being a portion admeasuring Hectares 00 = 20 Ares (as per actual) out of land bearing Survey No. 24 Hissa No. 2/1 Village Undri to the said Shri Anil Tukaram Hole at or for the consideration and on the terms and conditions therein contained.
- xi. Vide an Agreement For Development dated 7.02.2005 (duly Registered under Serial No. 757 of 2005 with the Sub-Registrar Haveli, XII, Pune) executed by and between, inter-alia, the said Shri. Anil Tukaram Hole as the duly constituted attorney of Shri. Murlidhar Ganpat Punekar in favour of Shri. Sagar Uttamchand Shah and Shri. Hitendra Suresh Shah, the said Shri. Anil Tukaram Hole assigned and transferred, inter-alia, the benefit factor of the said Agreement dated 28.01.2005 to the said Shri.



Sagar Uttamchand Shah and Shri. Hitendra Suresh Shah at or for the consideration and on the terms and conditions therein contained.

- xii. Vide an Agreement For development dated 18.05.2006 (duly Registered under Serial No. 3343 of 2006 with the Sub-Registrar Haveli XX, Pune) executed by the said Shri. Narayandas Leelaram Dhanwani in favour of the said Nyati Builders Private Limited, the said Shri. Narayandas Leelaram Dhanwani granted rights of development of, inter-alia, his holding admeasuring Hectares 00= 04 Ares in the said land bearing Hissa Nos. 2/1 of Survey No. 24, Village Undri to the said Nyati Builders Private Limited at or for the consideration and on the terms and conditions therein contained.
- xiii. Vide an Agreement For Development dated 6.07.2006 (duly Registered under Serial No. 5371 of 2006 with the Sub-Registrar Haveli XI, Pune) made by and between, the said Shri. Murlidhar Ganpat Punekar, Shri. Sagar Uttamchand Shah & Shri. Hitendra Suresh Shah and Shri. Sagar Uttamchand Shah & Shri. Hitendra Suresh Shah and Chevley Land Developers Private Limited, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at A-5, Everest Premises, Tardev Road, Tardev, Mumbai 400 034, the said Shri. Mulidhar Ganpat Punekar formally granted rights of development of a portion admeasuring Hectares 00= 20 Ares out of his holding in the said Land bearing Survey No. 24 Hissa No. 2/1, Village Undri to the said Chevley Land Developers Private Limited at the express request and direction of the said Shri. Sagar Uttamchand



Shah & Shri. Hitendra Suresh Shah and the said Shri. Sagar Uttamchand Shah & Shri. Hitendra Suresh Shah assigned and transferred their beneficial right, title and interest in the same thereto to the said Chevely Land Developers Private Limited at or for the consideration and on the terms and conditions therein contained.

5. **SURVEY NO. 24/2/1/2/1:**

- i. Vide a Deed of Sale dated 21.01.1991 (duly Registered under Serial No. 1081 of 1991 with the Sub-Registrar Haveli No. I, Pune) the said Shri. Raghunath Ganpat Punekar and Sou. Vimal Raghunath Punekar assigned, transferred, assured and conveyed a portion admeasuring Hectares 00 = 11 Ares out of the said land admeasuring Hectares 00 = 24 Ares bearing Survey No. 24 Hissa No. 2/1/2, Village Undri purchased by them from the said Shri. Ganpat Laxman Punekar to the said Shri. Ganpat Laxman Punekar absolutely. On such sale the said portion admeasuring Hectares 00 = 11 Ares so sold to the said Shri. Ganpat Laxman Punekar was assigned Pot Hissa No. 2 and land admeasuring Hectares 00 = 13 Ares remained with the said Shri. Raghunath Ganpat Punekar and Sou. Vimal Raghunath Punekar was assigned Pot Hissa No. 1 of Hissa No. 2/1/2 of Survey No. 24, Village Undri and accordingly, effect to the same was given on the Revenue Record vide Mutation Entry No. 3812 dated 21.03.1991.



In the circumstances, the said Shri. Raghunath Ganpat Punekar and Sou. Vimal Raghunath Punekar became owners of land admeasuring Hectares 00= 13

Ares bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri.

- ii. Vide a Deed of Sale dated 24.01.1994 (duly Registered under Serial No. 494 of 1994 with the Sub-Registrar Haveli-III, Pune) executed by the said Shri. Raghunath Ganpat Punekar and Sou. Vimal Raghunath Punekar in favour of one Subedar Roopsingh Karansingh Chauhan, the said Shri. Raghunath Ganpat Punekar and Sou. Vimal Raghunath Punekar assigned, transferred, assured and conveyed a portion admeasuring Hectares 00 = 01 Ares out of land admeasuring Hectares 00 = 13 Ares bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri to the said Subedar Roopsingh Karansingh Chauhan absolutely. The name of the said Subedar Roopsingh Karansingh Chauhan was entered on the Record of Rights pertaining to the said land bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri as the holder of the said portion admeasuring Hectares 00= 01 Ares therein vide Mutation Entry No. 6021 dated 19.05.1998.
- iii. Vide a Deed of Sale dated 24.01.1994 (duly Registered under Serial No. 495 of 1994 with the Sub-Registrar Haveli-III, Pune) executed by the said Shri. Raghunath Ganpat Punekar and Sou. Vimal Raghunath Punekar in favour of one Shri. Kishoresingh Gajanan, the said Shri. Raghunath Ganpat Punekar and Sou. Vimal Raghunath Punekar assigned, transferred, assured and conveyed a portion admeasuring Hectares 00 = 01 Ares out of land admeasuring Hectares 00 = 13 Ares bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri to the said Shri.



Kishoresingh Gajanan absolutely. The name of the said Shri. Kishoresingh Gajanan was entered on the Revenue Record pertaining to the said land bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri as the holder of the said portion admeasuring Hectares 00= 01 Ares therein vide Mutation Entry No. 6020 dated 19.05.1998.

- iv. Vide a Deed of Sale dated 25.01.1994 (duly Registered under Serial No. 493 of 1994 with the Sub-Registrar Haveli-III, Pune) executed by the said Shri. Raghunath Ganpat Punekar and Sou. Vimal Raghunath Punekar in favour of one Shri. Mangalsingh Ramsinghji Chauhan, the said Shri. Raghunath Ganpat Punekar and Sou. Vimal Raghunath Punekar assigned, transferred, assured and conveyed a portion admeasuring Hectares 00 = 01 Ares out of land admeasuring Hectares 00 = 13 Ares bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri to the said Shri. Mangalsingh Ramsinghji Chauhan absolutely. The name of the said Shri. Mangalsingh Ramsinghji Chauhan was entered on the Revenue Record pertaining to the said land bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri as the holder of the said portion admeasuring Hectares 00 = 01 Ares therein vide Mutation Entry No. 6019 dated 19.05.1998.

- v. Vide a Deed of Sale dated 16.10.1995 (duly Registered under Serial No. 8491, of 1995 with the Sub-Registrar Haveli, III, Pune) executed by the said Shri. Raghunath Ganpat Punekar and Sou. Vimal Raghunath Puekar in favour of one Shri. Narayandas Leelaram Dhanwani , the said Shri. Raghuanth Ganpat Punekar and Another



assigned, transferred, assured and conveyed a portion admeasuring Hectares 00 = 04 Ares out of land admeasuring Hectares 00 = 13 Ares bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri to the said Shri. Narayandas Leelaram Dhanwani absolutely. The name of the said Shri. Narayandas Leelaram Dhanwani was entered on the Revenue Record pertaining to the said Land bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri as the holder of the said portion admeasuring Hectares 00 = 04 Ares therein vide Mutation Entry No. 5486 dated 4.10.1996.

- vi. Vide a Deed of Sale dated 21.12.1995 (duly Registered under Serial No. 10272 of 1995 with the Sub-Registrar Haveli No. III, Pune) executed by the said Shri. Kishore Gajanan in favour of one Shri. Gatorbhai Ramanbhai Patel, the said Shri. Kishore Gajanan assigned, transferred, assured and conveyed his said holding admeasuring Hectares 00 = 01 Ares in the said land admeasuring Hectares 00 = 13 Ares bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri to the said Shri. Gatorbhai Ramanbhai Patel absolutely. Accordingly, effect of the said Deed of Sale dated 21.12.1995 was given on the Revenue Record pertaining to the said Land bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri vide Mutation Entry No. 6049 dated 17.06.1998.
- vii. Vide a Deed of Sale dated 21.12.1995 (duly Registered under Serial No. 10273 of 1995 with the Sub-Registrar Haveli No. III, Pune) executed by the said Shri. Mangalsingh Ramsinghji Chauhan in favour of the said



Shri. Gatorbhai Ramanbhai Patel, the said Shri. Mangalsingh Ramsinghji Chauhan assigned, transferred, assured and conveyed his said holding admeasuring Hectares 00 = 01 Ares in the said land admeasuring Hectares 00 = 13 Ares bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri to the said Shri. Gatorbhai Ramanbhai Patel absolutely. Accordingly, effect of the said Deed of Sale dated 21.12.1995 was given on the Revenue Record pertaining to the said Land bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri vide Mutation Entry No. 6050 dated 17.06.1998.

- viii. Vide a Deed of Sale dated 21.12.1995 (duly Registered under Serial No. 10274 of 1995 with the Sub-Registrar Haveli No. III, Pune) executed by the said Shri. Subedar Roopsingh Karansingh Chauhan in favour of the said Shri. Gatorbhai Ramanbhai Patel, the said Shri. Subedar Roopsingh Chauhan assigned, transferred, assured and conveyed his said holding admeasuring Hectares 00 = 01 Ares in the said land admeasuring Hectares 00 = 13 Ares bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri to the said Shri. Gatorbhai Ramanbhai Patel absolutely. Accordingly, effect of the said Deed of Sale dated 21.12.1995 was given on the Revenue Record pertaining to the said Land bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri vide Mutation Entry No. 6051 dated 17.06.1998.



ix. By virtue of the aforesaid three Deeds of Sale all dated 21.12.1995, the said Shri. Gatorbhai Ramanbhai Patel purchased land admeasuring Hectares 00 = 03 Ares out of

land admeasuring Hectares 00 = 13 Ares bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri and his name was entered on the Revenue Record pertaining to the said Land bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri as the holder of the said portion admeasuring Hectares 00 = 03 Ares therein vide Mutation Entry Nos. 6049, 6050 and 6051 all dated 17.06.1998.

- x. Vide aforesaid Agreement For development dated 18.05.2006 (duly Registered under Serial No. 3343 of 2006 with the Sub-Registrar Haveli XX, Pune) executed by the said Shri. Narayandas Leelaram Dhanwani in favour of the said Nyati Builders Private Limited, the said Shri. Narayandas Leelaram Dhanwani granted rights of development of, inter-alia, his holding admeasuring Hectares 00= 04 Ares in the said land bearing Hissa No. 2/1/2/1 of Survey No. 24, Village Undri to the said Nyati Builders Private Limited at or for the consideration and on the terms and conditions therein contained.
- xi. Vide an Agreement For Development dated 19.12.2007 (duly Registered under Serial No. 11315 of 2007 with the Sub-Registrar Haveli XII, Pune) executed by the said Shri. Gatorbhai Ramanbhai Patel in favour of the said Nyati Builders Private Limited, the said Shri. Gatorbhai Ramanbhai Patel granted rights of development of his holding admeasuring Hectares 00= 03 Ares out of land admeasuring Hectares 00 = 13 Ares bearing Survey No. 24 Hissa No. 2/1/2/1, Village Undri to/in favour of the said Nyati Builders Private Limited at or for the consideration and on the terms and conditions therein contained.



6. Survey No. 24 Hissa No. 2/1/7:

- i. As aforesaid by virtue of the aforesaid Deed of Sale dated 15.07.1991, the said Shri. Kashinath Machindernath Punekar and Shri. Vithal Machindernath Punekar became owners of all that piece and parcel of land or ground admeasuring 00= 24 Ares bearing Survey No. 24 Hissa No. 2/1/7, Village Undri.
 - ii. Vide an Agreement For Development dated 18.04.2006 (duly Registered under Serial No. 3347 of 2006 with the Sub-Registrar Haveli No. XX, Pune) executed by the said Shri. Kashinath Machindernath Punekar and Shri Vithal Machindernath Punekar in favour of the said Nyati Builders Private Limited, the said Shri. Kashinath Machindernath Punekar and Another granted rights of development of the said land admeasuring Hectares 00 = 24 Ares bearing Survey No. 24 Hissa No. 2/1/7, Village Undri to the said Nyati Builders Private Limited at or for the consideration and on the terms and conditions therein contained.
7. Vide a Deed of Conveyance dated 14.09.2012 (duly Registered under Serial No. 6994 of 2012 with the Sub-Registrar Haveli XII, Pune) executed by, inter-alia, the said (i) Shri. Narayandas Leelaram Dhanwani, (ii) Shri. Kashinath Macchindernath Punekar, (iii) Shri Vitthal Macchindranath Punekar and (iv) Shri. Gatorbhai Ramanbhai Patel in favour of the said Nyati Builders Private Limited, the said Shri. Narayandas Leelaram Dhanwani and Others assigned, transferred, assured



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and conveyed their respective holdings in the lands mentioned hereinbelow to the said Nyati Builders Private Limited absolutely, details are as follow:

Survey No.	No/Hissa	Ares of subject matter in Hectares = Ares	Name of the Vendor
24/2/1 (Part)		00= 04	Shri. Narayandas Leelaram Dhanwani
24/2/1/2/1 (Part)		00= 04	
24/2/1/2/1 (part)		00 = 03	Shri. Gatorbhai Ramanbhai Patel
24/2/1/7		00= 24	Shri. Kashinath Macchindernath Punekar & Shri Vitthal Macchindranath Punekar

Accordingly, effect of the said Deed of Conveyance has been given on the Revenue Record pertaining to the said lands bearing Hissa Nos. 2/1, 2/1/2/1 and 2/1/7 of Survey No. 24, Village Undri and name of the said Nyati Builders Private Limited was entered as the holder of the aforesaid lands/portions vide Mutation Entry No. 10029 dated 1/08/2013.

8. Vide a Deed of Conveyance dated 31.10.2013 (duly Registered under Serial No. 9553 of 2013 with the Sub-Registrar Haveli-III,



Pune) made by and between the said Shri. Murlidhar Ganpat Punekar (therein referred as the Vendor) of the First Part, the said Chevely Land Developers Private Limited (therein referred to as the Confirming Party) of the said Second Part and the said Nyati Builders Private Limited (therein referred to as the Purchaser) of the Third Part, the said Shri. Murlidhar Ganpat Punekar assigned, transferred, assured and conveyed the said portion admeasuring Hectares 00= 20 Ares out of his holding in the said Land bearing Survey No. 24 Hissa No. 2/1, Village Undri to the said Nyati Builders Private Limited absolutely at the express request and direction of the said Chevely Land Developers Private Limited and the said Chevely Land Developers Private Limited assigned and transferred all and whatsoever its beneficial right, title and interest thereto to the said Nyati Builders Private Limited absolutely. Accordingly, effect of the said Deed of Sale has been given on the Revenue Record pertaining to the said Land bearing Survey No. 24 Hissa No. 2/1, Village Undri and name of the said Nyati Builders Private Limited has entered thereof vide Mutation Entry No. 10157 dated 5.12.2013.

9. Vide a Deed of Conveyance dated 28.09.2013 (duly Registered under Serial No. 9704 of 2013 with the Sub-Registrar Haveli XII, Pune) executed by the said Nyati Builders Private Limited in favour of Dhanshree Hill Paradise LLP, a limited liability partnership under the provisions of the Limited Liability Partnership Act, 2008 having its Registered Office at, A-5, Everest, 2nd Floor, Tardeo Road, Tardeo, Mumbai-400034, the said Nyati Builders Private Limited assigned, transferred, assured and conveyed, inter-alia, portions admeasuring Hectares 00 = 04 Ares, Hectares 00 = 05 Ares out of the said



lands admeasuring Hectares 00= 24 Ares and Hectares 00 = 13 Ares bearing Hissa Nos. 2/1 and 2/1/2/1 respectively of Survey No. 24, Village Undri and certain of other of its holdings in Village Undri to the said Dhanshree Hill Paradise LLP absolutely.

10. In the circumstances, after alienating the aforesaid portions admeasuring Hectares 00 = 04 Ares and Hectares 00 = 05 Ares out of its holding admeasuring Hectares 00= 24 Ares and Hectares 07 = 00 Ares in the said lands bearing Hissa Nos. 2/1 and 2/1/2/1 respectively, of ' Survey No. 24, Village Undri to the said Dhanshree Hill Paradise LLP vide the aforesaid Deed of Conveyance dated 28.09.2013, the holding of the said Nyati Builders remained as Hectares 00 = 20 Ares and Hectares 00 = 02 Ares in the said lands bearing Hissa Nos. 2/1 and 2/1/2/1 respectively of Survey No. 24, Village Undri.
11. As part of investigation of title of the said Nyati Builders Private Limited to the above captioned land, We had Public notices in the usual form published in the daily newspaper "Prabhat" & "Sakal Times" and which notices appeared on 18.06.2014 and 19.06.2014 respectively. We have not received any claim from any person or party in response to our said Public Notices.
12. As part of investigation of title carried out by us, we have inspected the Revenue Record pertaining to the above captioned Land for the past thirty years.
13. We have relied on Search Report dated 29.08.2014 issued by Shri. Amit Yadav, Advocate, who has taken search of the available, unmutilated and relevant Index II Record in the Office



of the Sub-Registrar Haveli for the relevant period of the past thirty years in respect of the above captioned Land. Such search of the said Index II Record has not disclosed any outstanding encumbrance on or in respect of the above captioned Land or any entry adverse to the title of the said Owner to the same.

14. We have inspected the original of the Deeds of Conveyance by which Nyati Builders Private Limited purchased the above captioned Land.

This report is based on the review of the documents and revenue records made available for our perusal and also on the information furnished and representations made by the representative of the Client to us and on such basis, we are of the opinion that the title of the said **NYATI BUILDERS PRIVATE LIMITED** to the above captioned Land is free, clear and marketable and there are no outstanding encumbrances on or in respect thereof as far as can be diligently ascertained. If the facts are different from any of the documents/revenue records and information furnished or documents subsequently furnished and the contents thereof are contrary to the observations on the title made herein, it could have material impact on our conclusions.

Dated this 19th day of December, 2014.

For BENCHMARK LEGAL SERVICES LLP



Nieclan
(Nieclan Verma, Advocate,)
PARTNER

ABHAYSINH V. DHOLE
B.S.L.LLB., LL.M.
Advocate

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Date : 15.12.2018

SUPPLEMENTARY TITLE & SEARCH REPORT

Re : The Contiguous Block admeasuring **Hectare 01 = 59.50 Ares** formed of all those pieces and parcels of land or ground -

- (I) admeasuring Hectare 00 = 20 Ares and Hectare 00 = 02 Ares, being portions out of land admeasuring Hectare 00 = 24 Ares and Hectare 00 = 13 Ares bearing Hissa Nos. 2/1 and 2/1/2/1 respectively of Survey No.24 and of land admeasuring Hectare 00 = 24 Ares bearing Hissa No.2/1/7 of Survey No.24 (formerly bearing Survey No. 23);
- (II) admeasuring Hectares 00 = 05 Ares, Hectares 00 = 02 Ares, Hectares 00 = 03 Ares, Hectares 00 = 03 Ares, Hectares 00 = 03 Ares, Hectares 00 = 03 Ares, Hectares 00 = 03 Ares, Hectares 00 = 03 Ares, Hectares 00 = 03 Ares, Hectares 00 = 05 Ares, Hectares 00 = 05 Ares, Hectares 00 = 37.50 Ares out of Hectare 00 = 40 Ares, Hectares 00 = 29 Ares out of Hectare 00 = 33 Ares bearing Hissa Nos. 1/1, 1/1/4, 1/5, 1/6, 1/7, 1/8, 1/9, 1/10, 1/11, 1/12, 1/13, 1/14, 1/2 and 1/3 respectively of Survey No.26 (formerly bearing Survey No.25);
- (III) admeasuring Hectares 00 = 06 Ares bearing Hissa No.2/1/5 of Survey No.24 (formerly bearing Survey No. 23);



– all situate, lying and being at Village Undri, within the Registration Sub-District of Taluka Haveli, District Pune and earlier falling within the limits of the Grampanchayat of Undri but now falling within the extended limits of Municipal Corporation of Pune and which contiguous block admeasuring **Hectare 01 = 59.50 Ares** is bounded as follows :

On or towards East	:	By remaining land out of Survey No.26
On or towards South	:	By partly land out of Survey No.24 (P) & partly by land out of Survey No.26(P)
On or towards West	:	By remaining land out of Survey No.24
On or towards North	:	By Road

I have been instructed by **Nyati Builders Private Limited**, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at "Nyati Unitree", Survey No. 103/129, Plot B+C, CTS No.1995 + CTS No.1996B, Yerawada, Pune Nagar Road, Pune 411006 to investigate its title to the above captioned land admeasuring **Hectare 01 = 59.50 Ares**.

Earlier, on the instructions of the said Nyati Builders Private Limited, Benchmark Legal Services LLP through its partner Nieelam Verma, Advocate has issued Title Reports in respect of the lands forming the above captioned land as follows –

- a) Title Report dated 19.12.2014 in respect of the land portion as described in Part (I) above.



b) Title Report dated 19.12.2014 in respect of the land portion as described in Part (II) above

c) Title Report dated 07.07.2017 in respect of the land portion as described in Part (III) above

I have relied upon the aforesaid Title Reports dated 19.12.2014, 19.12.2014 and 07.07.2017 issued by the said Benchmark Legal Services LLP while issuing this Supplementary Title and Search Report and that this Supplementary Title and Search Report is issued in furtherance thereof and as such it should be read accordingly.

List of documents perused :

- i. Title Reports dated 19.12.2014, 19.12.2014 and 07.07.2017 issued by Benchmark Legal Services LLP through its partner Neeelam Verma, Advocate as stated above.
- ii. Certified 7/12 Extracts of Survey No.24/2/1, 24/2/1/2/1 and 24/2/1/7, of village Undri, Pune for the years 2014 to 2018 in respect of land as described in Part (I) above .
- iii. Certified 7/12 Extracts of Survey No. 26/1/1, 26/1/1/4, 26/1/5, 26/1/6, 26/1/7, 26/1/8, 26/1/9, 26/1/10, 26/1/11, 26/1/12, 26/1/13, 26/1/14, 26/1/2 and 26/1/3 of village Undri, Pune for the years 2014 to 2018 in respect of land as described in Part (II) above .



- iv. Certified 7/12 Extracts of Survey No.24/2/1/5 of village Undri, Pune for the years 2017 to 2018 in respect of land as described in Part (III) above.

Search of Index-II registers :

- i. In respect of the land portions described in Part (I) and (II) above, I have carried out search in respect thereof in the offices of Sub-Registrars, Haveli, Pune, for the period of 2014 to 2018 (i.e. for a period of last 05 years) after depositing necessary search fees for the same vide Receipts bearing Nos. MH002870023201819E & MH002870584201819E both dated 19.06.2018.
- ii. In respect of the land portion described in Part (III) above, I have carried out search in respect of the said land portion in the offices of Sub-Registrars, Haveli, Pune, for the period of 2017 to 2018 (i.e. for a period of last 02 years) after depositing necessary search fee for the same vide Receipt bearing No. MH002870023201819E dated 19.06.2018.
- iii. I have also carried out the computerized search in respect of the above captioned land in the office of Joint District Registrar, Pune.

Observations :

- i. Such Index II search has not disclosed any entry prejudicial to the title of Nyati Builders Private Limited to the above captioned land. However this Report be read subject to any missing entry due to condition or non-availability of records in the offices of the Sub-Registrars, Haveli, Pune.



Title Opinion :

Accordingly, in furtherance of the said Title Reports dated 19.12.2014, 19.12.2014 and 07.07.2017 issued by Benchmark Legal Services LLP through its partner Adv. Neeelam Verma and based on the documents made available for my perusal as mentioned hereinabove and based on the Index-II Search carried out in respect of the above captioned land as mentioned above, I am of the opinion that the title of Nyati Builders Private Limited to the above captioned land is free, clear and marketable and there are no outstanding encumbrances, charges/ claims on or in respect thereof as far as can be diligently ascertained.

Dated this 15th day of December, 2018.



ABHAYSINH V. DHOLE
Advocate

Date : 22.10.2020

SUPPLEMENTARY TITLE & SEARCH REPORT

Re : The Contiguous Block admeasuring **Hectare 01 = 59.50 Ares** formed of all those pieces and parcels of land or ground/ land portions -

- (I) admeasuring Hectare 00 = 20 Ares and Hectare 00 = 02 Ares, being portions out of land admeasuring Hectare 00 = 24 Ares and Hectare 00 = 13 Ares bearing Hissa Nos. 2/1 and 2/1/2/1 respectively of Survey No.24 and of land admeasuring Hectare 00 = 24 Ares bearing Hissa No.2/1/7 of Survey No.24 (formerly bearing Survey No. 23);
- (II) admeasuring Hectares 00 = 05 Ares, Hectares 00 = 02 Ares, Hectares 00 = 03 Ares, Hectares 00 = 03 Ares, Hectares 00 = 03 Ares, Hectares 00 = 03 Ares, Hectares 00 = 03 Ares, Hectares 00 = 03 Ares, Hectares 00 = 03 Ares, Hectares 00 = 05 Ares, Hectares 00 = 05 Ares, Hectares 00 = 37.50 Ares out of Hectare 00 = 40 Ares, Hectares 00 = 29 Ares out of Hectare 00 = 33 Ares bearing Hissa Nos. 1/1, 1/1/4, 1/5, 1/6, 1/7, 1/8, 1/9, 1/10, 1/11, 1/12, 1/13, 1/14, 1/2 and 1/3 respectively of Survey No.26 (formerly bearing Survey No.25);
- (III) admeasuring Hectares 00 = 06 Ares bearing Hissa No.2/1/5 of Survey No.24 (formerly bearing Survey No. 23);



– all situate, lying and being at Village Undri, within the Registration Sub-District of Taluka Haveli, District Pune and earlier falling within the limits of the Grampanchayat of Undri but now falling within the extended limits of Municipal Corporation of Pune and which contiguous block admeasuring **Hectare 01 = 59.50 Ares** is bounded as follows :

On or towards East	:	By remaining land out of Survey No.26
On or towards South	:	By partly land out of Survey No.24 (P) & partly by land out of Survey No.26(P)
On or towards West	:	By remaining land out of Survey No.24
On or towards North	:	By Road

I have been instructed by **Nyati Builders Private Limited**, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at "Nyati Unitree", Survey No. 103/129, Plot B+C, CTS No.1995 + CTS No.1996B, Yerawada, Pune Nagar Road, Pune 411006 to investigate its title to the above captioned land admeasuring **Hectare 01 = 59.50 Ares**.

Earlier, on the instructions of the said Nyati Builders Private Limited, Benchmark Legal Services LLP through its partner Nieelam Verma, Advocate has issued Title Reports in respect of the lands forming the above captioned land/ land portions as follows –

- a) Title Report dated 19.12.2014 in respect of the land/ land portions as described in Part (I) above.



b) Title Report dated 19.12.2014 in respect of the land/ land portions as described in Part (II) above

c) Title Report dated 07.07.2017 in respect of the land as described in Part (III) above

Subsequently, in furtherance to the aforesaid Title Reports dated 19.12.2014, 19.12.2014 and 07.07.2017 issued by the said Benchmark Legal Services LLP, on the instructions of the said Nyati Builders Private Limited, I have issued Supplementary Title & Search Report dated 15.12.2018 in respect of the above captioned Land.

Relying upon the aforesaid Title Reports dated 19.12.2014, 19.12.2014 and 07.07.2017 issued by the said Benchmark Legal Services LLP alongwith Supplementary Title & Search Report dated 15.12.2018 issued by me in respect of the above captioned Land, this Supplementary Title and Search Report is issued in furtherance thereof for the years of 2019 to 2020 and as such it should be read accordingly.

List of documents perused:

- i. Title Reports dated 19.12.2014, 19.12.2014 and 07.07.2017 issued by Benchmark Legal Services LLP through its partner Neeelam Verma, Advocate as stated above.
- ii. Supplementary Title & Search Report dated 15.12.2018 as stated above.
- iii. Certified 7/12 Extracts of Survey No.24/2/1, 24/2/1/2/1 and 24/2/1/7, of village Undri, Pune for the years 2019 to 2020 in respect of land as described in Part (I) above .



- iv. Certified 7/12 Extracts of Survey No. 26/1/1, 26/1/1/4, 26/1/5, 26/1/6, 26/1/7, 26/1/8, 26/1/9, 26/1/10, 26/1/11, 26/1/12, 26/1/13, 26/1/14, 26/1/2 and 26/1/3 of village Undri, Pune for the years 2019 to 2020 in respect of land as described in Part (II) above .
- v. Certified 7/12 Extracts of Survey No.24/2/1/5 of village Undri, Pune for the years 2019 to 2020 in respect of land as described in Part (III) above.
- vi. Copies of Special Civil Suit bearing No.1653/2013 pending before Civil Judge Senior Division, Pune.

Search of Index-II registers :

- i. In respect of the above captioned land, I have carried out search in respect thereof in the offices of Sub-Registrars, Haveli, Pune, for the period of 2019 to 2020 (i.e. for a period of last 02 years) after depositing necessary search fees for the same vide Receipts bearing Nos. MH004993158202021E & MH004994136202021E both dated 30.09.2020.
- ii. I have also carried out the computerized search in respect of the above captioned land in the office of Joint District Registrar, Pune.

Observations :

Such 7/12 extracts of the above captioned land as well as Index II search thereof does not disclose any entry prejudicial to the title of Nyati Builders Private Limited to the above captioned land. However this Report be read subject to any missing entry due to the condition of the records or due to the non-availability of records in the offices of the Sub-Registrars, Haveli, Pune.



One, Ganesh Ramchandra Shendkar and another Rupesh Jagannath Shendkar have filed Special Civil Suit bearing No.1653/2013 which is pending before Civil Judge Senior Division, Pune. It appears that the said Ganesh Ramchandra Shendkar and Rupesh Jagannath Shendkar have filed suit against Housabai Gopichand Masal & 149 Others in respect of Survey Nos.26/1, 23/2, 23/3 and 30/2/2 of village Undri, Pune. Nyati Builders Private Limited is party to the said suit being Defendant No. 15 therein. In the said Suit, no Interim Orders have been filed restraining the defendants therein from, inter-alia, creating third party interest on the above captioned land. In my opinion, the said Suit is hopelessly barred by the Statute of Limitation. I am issuing this certificate subject to the final adjudication of such claim made in the said suit.

Title Opinion:

Accordingly, in furtherance of the said Title Reports dated 19.12.2014, 19.12.2014 and 07.07.2017 issued by Benchmark Legal Services LLP through its partner Adv. Nieelam Verma as well as Supplementary Title & Search Report dated 15.12.2018 and based on the documents made available for my perusal as mentioned hereinabove and based on the Index-II Search carried out in respect of the above captioned land as mentioned above, I am of the opinion that, the title of Nyati Builders Private Limited to the above captioned land is free, clear and marketable and there are no outstanding encumbrances, charges/ claims on or in respect thereof as far as can be diligently ascertained.

Dated this 22nd day of October, 2020.



ABHAYSINH V. DHOLE
Advocate