



*Prasanna S Darade*

B.S.L., LL.B.

Advocate

Flat No.7, 4th Floor, Abhilasha Apts., Opp. Gate No.6, Abhimanshree Society, Pashan Road, Pune - 411008.

Tel. : 020 - 25885583 / 38 Fax : 020 - 2588 5580 Email : prasannadarade@gmail.com, advocatesodassociates@gmail.com

PSD/19/000263

31<sup>st</sup> May, 2019.

TO WHOMSOEVER IT MAY CONCERN

Re. : All those pieces and parcels of well defined and demarcated land collectively admeasuring 196 Ares i.e. 19600 square metres bearing (i) Survey No. 51 Hissa No. 3A/1 (old Survey No. 51/3A/1/1) admeasuring 98 Ares assessed at Rs. 06=98paise and (ii) Survey No. 51 Hissa No. 3A/2 (old Survey No. 51/3A/1/2) admeasuring 98 Ares assessed at Rs. 06=98paise situate at village Mundhwa, Taluka Pune City, District Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune. (Hereinafter referred to as "the said land").

This is to certify that I have investigated the title of the above captioned said land and have perused the title deeds and other relevant available documents and have issued my Search and Title Report dated 31/5/2019. In pursuance to the said Search and Title Report dated 31/5/2019 and subject to whatever is stated therein, I certify that in my opinion M/s. Sukhwani Associates, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its principal place of business at: Survey No. 208/2A, Station Road, Near Gokul Hotel, Opp. Swaminathan Clinic, Pimpri, Pune 411018, through the hands of two of its partners Mr. Gurmukh Jangaldas Sukhwani and Mr. Sagar Gurmukh Sukhwani are well and sufficiently entitled to captioned said land as owners thereof and have a marketable title to the same and that the said land is free from known encumbrances and reasonable doubts.

Dated this 31<sup>st</sup> day of May, 2019.

*Prasanna S Darade*  
Prasanna S Darade  
Advocate

D:\My Documents\sukhwani\mundhwa\title\report 31-5-2019.doc

# Prasanna S Darade

B.S.L., LL.B.

Advocate

Flat No.7, 4th Floor, Abhilasha Apts., Opp. Gate No.6, Abhimanshree Society, Pashan Road, Pune - 411008.

Tel. : 020 - 25885583 / 38 Fax : 020 - 2588 5580 Email : prasannadarade@gmail.com, advocatesdassociates@gmail.com

PSD/19/ 000267

31<sup>st</sup> May, 2019.

## TO WHOMSOEVER IT MAY CONCERN

Re. : All those pieces and parcels of well defined and demarcated land collectively admeasuring 196 Ares i.e., 19600 square metres bearing (i) Survey No. 51 Hissa No. 3A/1 (old Survey No. 51/3A/1/1) admeasuring 98 Ares assessed at Rs. 06=98paise and (ii) Survey No. 51 Hissa No. 3A/2 (old Survey No. 51/3A/1/2) admeasuring 98 Ares assessed at Rs. 05=98paise situate at village Mundhwa, Taluka Pune City, District Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune. (Hereinafter referred to as "the said land").

THIS IS TO CERTIFY THAT under the instructions of my clients M/s. Sukhwani Associates, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its principal place of business at: Survey No. 208/2A, Station Road, Near Gokul Hotel, Opp. Swaminathan Clinic, Pimpri, Pune 411018, through the hands of two of its partners Mr. Gurmukh Jangaldas Sukhwani and Mr. Sagar Gurmukh Sukhwani, I have caused searches to be carried out in respect of the captioned land at the office of the Joint Sub Registrar, Haveli Nos. 1 to 27, for a period commencing from the year 1990 through my associate Mr. Rohit Walmbe, Advocate. I have also perused the photocopies of the Deeds and Documents given to me for my perusal pertaining to the right, title and interest of my clients to the said land and also relied upon certain information given to me by my clients. Pursuant thereto, I have to observe as follows:

(1) Flow of Title and History of the said land

(A) It is clarified that for sake of clarity the flow of title and history of Survey No. 51/3A/1/1 (new Survey No. 51/3A/1) and 51/3A/1/2 (new Survey No. 51/3A/2) are separately discussed in this report.

*Prs*

**(B) Common Flow of Title and History of the said land.**

(a) It appears that pursuant to the Phalini in the year 1934, the said Survey No. 51/3A was allotted to and came to the exclusive holding of Mr. Gajanan Sakharam Kodre and his name was accordingly mutated in the revenue records. The same is reflected vide mutation entry no. 1112.

(b) It appears that by a Sale Deed dated 28/2/1945 registered with the office of the Sub Registrar Haveli No. 3 at serial no. 441/1945, the said Mr. Gajanan Sakharam Kodre has absolutely sold and conveyed a portion admeasuring 4 Acres 33 Gunthas out of Survey No. 51/3 unto and in favour of Mr. Narayan Sakharam Kodre for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 51/3 was subdivided and Survey No. 51/3A/1 admeasuring 4 Acres 33 Gunthas was allotted to Mr. Narayan Sakharam Kodre and Survey No. 51/3A/2 admeasuring 36 Gunthas was allotted to Mr. Gajanan Sakharam Kodre and their names were accordingly mutated in the revenue records. The same is reflected vide mutation entry no. 1427.

(c) It appears that one Mr. Sharadchandra Shankar Taiwalkar had obtained an Award dated 26/7/1951 for a sum of Rs. 2,663/- against Mr. Narayan Sakharam Kodre and others and pursuant thereto the name and charge of Mr. Sharadchandra Shankar Taiwalkar was mutated in the other rights column on the 7/12 extract. The same is reflected vide mutation entry no. 1807. It appears that the said Mr. Narayan Sakharam Kodre had paid the amount as per the Award to Mr. Sharadchandra Shankar Taiwalkar and pursuant to the Order dated 19/9/1963 passed by the Mamlatdar, Pune, the name and charge of the said Mr. Sharadchandra Shankar Taiwalkar was deleted from the revenue records. The same is reflected vide mutation entry no. 2399.

(d) It appears that one Mr. Mhasku Laxman Kodre was a tenant in the said Survey No. 51/3A/1. It appears that the name of the said Mr. Mhasku Laxman Kodre was pokist and the said Survey No. 51/3A/1 was in the possession of Mr. Narayan Sakharam Kodre and hence the

*Relu*

poklist name of Mr. Mhasku Laxman Kodre was deleted from the revenue records. The same is reflected vide mutation entry no. 2155.

(e) It appears that Mr. Narayan Sakharan Kodre had obtained a loan to the tune of Rs. 9,900/- from Mundhwa Cooperative Credit Society Ltd. and hence the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 2313. It appears that the said Mr. Narayan Sakharan Kodre had repaid the said loan and pursuant the charge of the said society was deleted from the revenue records. The same is reflected vide mutation entry nos. 3085 and 3164.

(f) It appears that Mr. Narayan Sakharan Kodre had preferred an application and gave necessary statements in the year 1963 interalia stating that they had partitioned their lands amongst themselves and that the said Survey No. 51/3A/1 be subdivided and be distributed between Mr. Tulshiram Narayan Kodre and Mr. Dnyaneshwar Narayan Kodre. Pursuant thereto the said Survey No. 51/3A/1 was subdivided and Survey No. 51/3A/1/1 admeasuring 2 Acres 16.50 Gunthas was allotted to Mr. Tulshiram Narayan Kodre and Survey No. 51/3A/1/2 admeasuring 2 Acres 16.50 Gunthas was allotted to Mr. Dnyaneshwar Narayan Kodre and their names were accordingly mutated in the revenue records. The same is reflected vide mutation entry no. 2483.

(C) Survey No. 51/3A/1/1 (New Survey No. 51/3A/1)

(a) It appears that Mr. Tulshiram Narayan Kodre was the owner of and otherwise well and sufficiently entitled to Survey No. 51/3A/1/1 admeasuring 2 Acres 16.50 Gunthas.

(b) It appears that the said Mr. Tulshiram Narayan Kodre had obtained a loan to the tune of Rs. 2,400/- from Mundhwa Cooperative Credit Society Ltd. and hence the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 2736. It appears that the said Mr. Tulshiram Narayan Kodre had repaid the said loan and pursuant the charge of the said society was deleted from the revenue records. The same is reflected vide mutation entry nos. 3085 and 3164.

(c) The mutation entry No. 3083 pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to entire village Mundhwa.

(d) It appears that the said Mr. Tulshiram Narayan Kodre had obtained a loan to the tune of Rs. 5,000/- from Bank of Maharashtra and hence the charge of the said bank was mutated in the revenue records. The same is reflected vide mutation entry no. 3622. It appears that the said Mr. Tulshiram Narayan Kodre had repaid the said loan and pursuant to the Letter dated 6/1/2006 Issued by Bank of Maharashtra the charge of the said bank was deleted from the revenue records. The same is reflected vide mutation entry no. 8621.

(e) It appears that the said Mr. Tulshiram Narayan Kodre expired intestate on 30/8/1998 leaving behind him is legal heir and widow Smt. Bhimabai Tulshiram Kodre. Pursuant thereto the name of the said legal heir was mutated in the revenue records. The same is reflected vide mutation entry no. 6124.

(f) It appears that one Mr. Dnyaneshwar Narayan Kodre had filed a Regular Civil Suit No. 1694/1998 in the Court of the Civil Judge Senior Division, Pune against Smt. Bhimabai Tulshiram Kodre and Mr. Ramchandra Narayan Kodre. It appears that the parties to the suit had amicably settled their disputes and filed Consent Terms and pursuant thereto the Consent Decree was passed by the Hon'ble Court on 7/1/2000 interalia whereby Smt. Bhimabai Tulshiram Kodre, Mr. Dnyaneshwar Narayan Kodre and Mr. Ramchandra Narayan Kodre each were entitled to 1/3<sup>rd</sup> share in the said Survey No. 51/3A/1/1. Pursuant thereto the effect of the said Consent Decree was mutated in the revenue records vide Order dated 2/2/2000 passed by the Tahasildar, Pune City and the names of Smt. Bhimabai Tulshiram Kodre, Mr. Dnyaneshwar Narayan Kodre and Mr. Ramchandra Narayan Kodre each having 1/3<sup>rd</sup> share was mutated in the revenue records. The same is reflected vide mutation entry no. 6684.

*POH*

(g) It appears that pursuant to the Order dated 21/10/2004 passed by the Tahasildar, Pune City, the Survey No. 51/3A/1/1 was allotted new Survey No. 51/3A/1 and the revenue records were thereto corrected. The same is reflected vide mutation entry no. 8220.

(h) It appears that by a Sale Deed dated 5/9/2006 registered with the office of the Sub Registrar Haveli No. 7 at serial no. 6284/2006, the said Smt. Bhimabai Tulshiram Kodre, Mr. Dnyaneshwar Narayan Kodre (for self and as karta of the HUF), Mr. Ramchandra Narayan Kodre (for self and as karta of the HUF) with the consent of Mrs. Chandrabhaga Dnyaneshwar Kodre, Mr. Santosh Dnyaneshwar Kodre (for self and as karta of the HUF), Mrs. Suhasini Santosh Kodre, Mrs. Shantabai Ramchandra Kodre, Mr. Sanjay Ramchandra Kodre (for self and as karta of the HUF), Mrs. Poonam Sanjay Kodre, Ms. Pooja Sanjay Kodre, Master. Parag Sanjay Kodre, Master. Ishwar Sanjay Kodre and Mr. Maruti Rambhau Bhujbal have absolutely sold and conveyed the said Survey No. 51/3A/1 unto and in favour of Lunkad Cooperative Housing Society Ltd. (proposed) for consideration and on certain terms and conditions. Pursuant thereto the name of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 8907.

**(D) Survey No. 51/3A/1/2 (New Survey No. 51/3A/2)**

(a) It appears that Mr. Dnyaneshwar Narayan Kodre was the owner of and otherwise well and sufficiently entitled to Survey No. 51/3A/1/2 admeasuring 2 Acres 16.50 Gunthas.

(b) It appears that the said Mr. Dnyaneshwar Narayan Kodre had obtained a tagai loan to the tune of Rs. 4,000/- and hence the charge of the said tagai loan was mutated in the revenue records. The same is reflected vide mutation entry no. 2512. It appears that the said Mr. Dnyaneshwar Narayan Kodre had repaid the said loan and pursuant the charge of the said tagai loan was deleted from the revenue records. The same is reflected vide mutation entry nos. 3085 and 3164.

(c) It appears that the said Mr. Tulshiram Narayan Kodre had obtained a loan to the tune of Rs. 2,400/- from Mundhwa Cooperative Credit Society Ltd. and hence the charge of the said

society was mutated in the revenue records. The same is reflected vide mutation entry no. 2736. It appears that the said Mr. Tulshiram Narayan Kodre had repaid the said loan and pursuant the charge of the said society was deleted from the revenue records. The same is reflected vide mutation entry nos. 3085 and 3164.

(d) The mutation entry No. 3083 pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to entire village Mundhwa.

(e) It appears that by an Agreement to Sell dated 31/10/1968 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 3713/1968, the said Mr. Dnyaneshwar Narayan Kodre and others had agreed to sell and convey the said Survey No. 51/3A/1/2 unto and in favour of Mr. Maruti Rambhau Bhujbal for consideration and on certain terms and conditions. It is clarified that the said Agreement to Sell has not been produced for inspection at the time of issuance of this report and the said fact has only been ascertained from the notings in the Sale Deed dated 28/1/1972.

(f) It appears that in pursuance to the said Agreement to Sell dated 31/10/1968, by a Sale Deed dated 28/1/1972 registered with the office of the Sub Registrar Haveli No. 2 at serial no. 245/1972, the said Mr. Dnyaneshwar Narayan Kodre and Mr. Santosh Dnyaneshwar Kodre with the consent of Mr. Narayan Sakharan Kodre, Mr. Tulshiram Narayan Kodre and Mr. Ramchandra Narayan Kodre have absolutely sold and conveyed the said Survey No. 51/3A/1/2 unto and in favour of Mr. Maruti Rambhau Bhujbal for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records. The same is reflected vide mutation entry no. 3237.

(g) It appears that the said Mr. Maruti Rambhau Bhujbal had obtained a loan to the tune of Rs. 10,000/- from Bank of Maharashtra and hence the charge of the said bank was mutated in the revenue records. The same is reflected vide mutation entry no. 3462. It appears that the said Mr. Maruti Rambhau Bhujbal had repaid the said loan and pursuant to the Letter dated



7/12/2005 issued by Bank of Maharashtra the charge of the said bank was deleted from the revenue records. The same is reflected vide mutation entry no. 8581.

(h) It appears that the said Mr. Maruti Rambhau Bhujbal had obtained a loan to the tune of Rs. 10,000/- from United Commercial Bank and hence the charge of the said bank was mutated in the revenue records. The same is reflected vide mutation entry no. 3782. It appears that the said Mr. Maruti Rambhau Bhujbal had repaid the said loan and pursuant to the Letter dated 6/7/2005 issued by United Commercial Bank the charge of the said bank was deleted from the revenue records. The same is reflected vide mutation entry no. 8580.

(i) It appears that the said Mr. Maruti Rambhau Bhujbal had obtained a loans to the tune of Rs. 1,00,000/-, Rs. 2,00,000/- and Rs. 3,25,000/- respectively from Mundhwa Vivid Karyakari Society Ltd. and hence the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry nos. 4260, 4940 and 7224. It appears that the said Mr. Maruti Rambhau Bhujbal had repaid the said loan and pursuant to the Letter dated 13/12/2005 issued by said society the charge of the said society was deleted from the revenue records. The same is reflected vide mutation entry no. 8579.

(j) It appears that by a Partition Deed dated 24/1/1985 registered with the office of the Sub Registrar Haveli No. 2 at serial no. 1020/1985 the said Mr. Maruti Rambhau Bhujbal and Mr. Tukaram Rambhau Bhujbal had partitioned their properties including the said Survey No. 51/3A/1/2 and pursuant thereto the said Survey No. 51/3A/1/2 came to the exclusive share of Mr. Maruti Rambhau Bhujbal. Pursuant thereto the effect of the said Partition Deed was mutated in the revenue records. The same is reflected vide mutation entry no. 4553. It is clarified that the said Partition Deed has not been produced for inspection at the time of issuance of this report and the said fact has only been ascertained from the Index B pertaining to the said Partition Deed and notings in the mutation entry no. 4553.

(k) It appears that pursuant to the Order dated 21/10/2004 passed by the Tahasildar, Pune City, the Survey No. 51/3A/1/2 was allotted new Survey No. 51/3A/2 and the revenue records were thereto corrected. The same is reflected vide mutation entry no. 8220.

(f) It appears that by a Sale Deed dated 13/4/2007 registered with the office of the Sub Registrar Haveli No. 7 at serial no. 2834/2007, the said Mr. Maruti Rambhau Bhujbal has absolutely sold and conveyed the said Survey No. 51/3A/2 unto and in favour of Lunkad Cooperative Housing Society Ltd. for consideration and on certain terms and conditions. Pursuant thereto the name of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 9204.

(E) Documents in favour of members of the society

(a) The details of the Share holding of the members of the said society and the subsequent transfer of shares by some of the Original Members are enumerated herein under:

| Name of the Member                 | Details of Shares                                    | Details of Transfer of Shares  |
|------------------------------------|--|--|
| Mr. Kantilal L. Lunkad             | Share Certificate No. 1<br>Distinctive Nos. 1 to 5   | Mr. Amol Kantilal Lunkad<br>Transferred on 30/9/2011   |
| Mr. Subhash Ratanchand Desarda.    | Share Certificate No. 2<br>Distinctive Nos. 6 to 10  | (a) Mr. Sachin Prakash Bhansali Transferred on 11/4/2010.<br>(b) Mr. Pritesh Ashok Lunkad Transferred on 15/9/2013.<br>(c) Mr. Sachin Prakash Bhansali Transferred on 25/1/2014. |
| Mr. Amit Kantilal Lunkad           | Share Certificate No. 3<br>Distinctive Nos. 11 to 15 | Mr. Sujit Santosh Bhansali<br>Transferred on 21/6/2010.  |
| Mr. Amol Kantilal Lunkad           | Share Certificate No. 4<br>Distinctive Nos. 16 to 20 |  |
| Mr. Surendra Poonamchand Bedimutha | Share Certificate No. 5<br>Distinctive Nos. 21 to 25 |  |
| Mr. Rahul Bhagchand Dagliya        | Share Certificate No. 6                              |  |

|                              |   |   |
|------------------------------|---|---|
|                              | Distinctive Nos. 26 to 30                             |   |
| Mr. Pravin Manikchand Lunkad | Share Certificate No. 7<br>Distinctive Nos. 31 to 35  |   |
| Mr. Pradip Manikchand Lunkad | Share Certificate No. 8<br>Distinctive Nos. 36 to 40  | (a) Mrs. Nirmala Pradip Lunkad Transferred on 6/2/2000<br>(b) Mr. Rakesh Uttamchand Tathed Transferred on 25/3/2010 |
| Mrs. Bhavana Subhash Desarda | Share Certificate No. 10<br>Distinctive Nos. 46 to 50 | Mr. Prakash Motilal Bhansali Transferred on 21/6/2010   |
| Mr. Vinay Subhash Desarda    | Share Certificate No. 11<br>Distinctive Nos. 51 to 55 | Mr. Vijay Motilal Bhansali Transferred on 21/6/2010   |
| Mr. Rupesh Bhagchand Dagliya | Share Certificate No. 9<br>Distinctive Nos. 41 to 45  |   |
| Mrs. Monica Subhash Desarda  | Share Certificate No. 12<br>Distinctive Nos. 56 to 60 | Mr. Santosh Motilal Bhansali Transferred on 25/3/2010   |

(b) It appears that the said society had prepared a layout of 12 plots, open road and internal spaces of the said land and thereafter decided to allot and lease out the same to all its members and accordingly had passed the resolution in the General Body Meeting held on 14/8/2010 and had allotted the plots to its members by executing Lease Deed and all the members have subsequently surrendered their lease hold rights in the said Plots to the said Society and the details whereof are enumerated herein below:-

| Plot Nos. | Name of the Lessee   | Lease Deed details                                       | Surrender Deed details                                  |
|-----------|--|--|---|
| 1         | Mr. Kantilal L. Lunkad (deceased through Mr. Amol Kantilal Lunkad) | Dated 28/10/2010<br>Serial No. 9071/2010<br>Haveli No. 7 | Dated 6/3/2019<br>Serial No. 3629/2019<br>Haveli No. 11 |
| 2         | Mr. Subhash Ratanchand Desarda                                     | Dated 28/10/2010<br>Serial No. 9080/2010                 | Dated 30/11/2013<br>Serial No. 13236/2013               |

|    |                                      | Haveli No. 7   | Haveli No. 10  |
|----|--------------------------------------|--|--|
| 3  | Mr. Amit Kantilal Lunkad             | Dated 28/10/2010<br>Serial No. 9072/2010<br>Haveli No. 7 | Dated 30/11/2013<br>Serial No. 13237/2013<br>Haveli No. 10 |
| 4  | Mr. Amol Kantilal Lunkad             | Dated 28/10/2010<br>Serial No. 9073/2010<br>Haveli No. 7 | Dated 6/3/2019<br>Serial No. 3629/2019<br>Haveli No. 11    |
| 5  | Mr. Surendra Poonamchand<br>Bedmutha | Dated 28/10/2010<br>Serial No. 9102/2010<br>Haveli No. 7 | Dated 6/3/2019<br>Serial No. 3632/2019<br>Haveli No. 11    |
| 6  | Mr. Rahul Bhagchand Dagliya          | Dated 28/10/2010<br>Serial No. 9103/2010<br>Haveli No. 7 | Dated 6/3/2019<br>Serial No. 3626/2019<br>Haveli No. 11    |
| 7  | Mr. Pravin Manikchand Lunkad         | Dated 28/10/2010<br>Serial No. 9100/2010<br>Haveli No. 7 | Dated 6/3/2019<br>Serial No. 3627/2019<br>Haveli No. 11    |
| 8  | Mr. Rakesh Uttamchand Tathed         | Dated 28/10/2010<br>Serial No. 9101/2010<br>Haveli No. 7 | Dated 6/3/2019<br>Serial No. 3628/2019<br>Haveli No. 11    |
| 9  | Mrs. Bhavana Subhash Desarda         | Dated 28/10/2010<br>Serial No. 9082/2010<br>Haveli No. 7 | Dated 28/11/2013<br>Serial No. 8357/2013<br>Haveli No. 23  |
| 10 | Mr. Vinay Subhash Desarda            | Dated 28/10/2010<br>Serial No. 9083/2010<br>Haveli No. 7 | Dated 28/11/2013<br>Serial No. 8358/2013<br>Haveli No. 23  |
| 11 | Mr. Rupesh Bhagchand Dagliya         | Dated 28/10/2010<br>Serial No. 9099/2010<br>Haveli No. 7 | Dated 6/3/2019<br>Serial No. 3624/2019<br>Haveli No. 11    |
| 12 | Mrs. Monica Subhash Desarda          | Dated 28/10/2010<br>Serial No. 9081/2010<br>Haveli No. 7 | Dated 23/11/2013<br>Serial No. 8397/2013<br>Haveli No. 23  |

**(G) Name of the society and members of the said society**

Name of Society: Lunkad Cooperative Housing Society Ltd., duly registered under the provisions of the Maharashtra Cooperative Societies Act, 1960 and rules made there under having registration no. PNA/PNA(2)/HSG/(TO)/1168/2006-2007, Pune dated 7/9/2006.

Names of the Members : (1) Mr. Rahul Bhagchand Dagliya, (2) Mr. Rupesh Bhagchand Dagliya, (3) Mr. Pravin Manikchand Lunkad, (4) Mr. Surindra Poonamchand Bedmutta, (5) Mr. Santosh Motilal Bhansali, (6) Mr. Amol Kantilal Lunkad, (7) Mr. Sujit Santosh Bhansali, (8) Mr. Prakash Motilal Bhansali, (9) Mr. Vijay Motilal Bhansali, (10) Mr. Sachin Prakash Bhansali and (11) Mr. Rakesh Uttamchand Tathed.

**(F) Mortgage of the said land and repayment**

(a) It appears that by a Deed of Mortgage dated 28/10/2010 registered with the office of the Sub Registrar Haveli No. 7 at serial no. 9106/2010, the said Mr. Kantilal Lakmichand Lunkad along with Lunkud Cooperative Housing Society and others have mortgaged the said land and obtained loan from Bhaichand Hirachand Raisonni Multistate Cooperative Credit Society Ltd. It appears that the said loan was duly repaid along with interest and pursuant thereto by a Deed of Release dated 13/2/2019 registered with the office of the Sub Registrar Haveli No. 11 at serial no. 2307/2019, the said Bhaichand Hirachand Raisonni Multistate Cooperative Credit Society Ltd. have released and relinquished their charge and mortgage on the said land.

(b) It appears that by a Deed of Mortgage dated 28/11/2013 registered with the office of the Sub Registrar Haveli No. 10 at serial no. 13485/2013, the said M/s. Lunkad Realty along with Lunkud Cooperative Housing Society and others have mortgaged the said land and other properties and obtained loan from Bhaichand Hirachand Raisonni Multistate Cooperative Credit Society Ltd. Pursuant thereto the charge of the said society was mutated in the revenue

records. The same is reflected vide mutation entry no. 12450. It appears that the said loan was duly repaid along with interest and pursuant thereto by a Deed of Release dated 13/2/2019 registered with the office of the Sub Registrar Haveli No. 11 at serial no. 2305/2019, the said Bhaichand Hirachand Raisonil Multistate Cooperative Credit Society Ltd. have released and relinquished their charge and mortgage on the said land. *It is clarified that my clients have initiated steps for the deletion of the charge of the said society from the revenue records.*

(c) It appears that by a Deed of Mortgage dated 28/11/2013 registered with the office of the Sub Registrar Haveli No. 10 at serial no. 12487/2013, the said Smt. Pushpa Kantilal Lunkad along with Lunkad Cooperative Housing Society and others have mortgaged the said land and other properties and obtained loan from Bhaichand Hirachand Raisonil Multistate Cooperative Credit Society Ltd. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 12449. It appears that the said loan was duly repaid along with interest and pursuant thereto by a Deed of Release dated 13/2/2019 registered with the office of the Sub Registrar Haveli No. 11 at serial no. 2305/2019, the said Bhaichand Hirachand Raisonil Multistate Cooperative Credit Society Ltd. have released and relinquished their charge and mortgage on the said land. *It is clarified that my clients have initiated steps for the deletion of the charge of the said society from the revenue records.*

**(H) Documents in favour of M/s. Sukhwani Associates**

(a) It appears that by a Deed of Sale dated 27/3/2019 registered with the office of the Sub Registrar Haveli No. 23 at serial no. 5819/2019, the said Lunkad Cooperative Housing Society Ltd., have with the consent of (1) M/s. Lunkad Realty, and (2) Mr. Rahul Bhagchand Dagliya, Mr. Rupesh Bhagchand Dagliya, Mr. Pravin Manikchand Lunkad, Mr. Surendra Poonamchand Bedmutha, Mr. Santosh Motilal Bhansali, Mr. Amol Kantilal Lunkad, Mr. Sujit Santosh Bhansali, Mr. Prakash Motilal Bhansali, Mr. Vijay Motilal Bhansali, Mr. Sachin Prakash Bhansali, Mr. Rakesh Uttamchand Tathed have absolutely sold and conveyed the said land unto and in favour of M/s. Sukhwani Associates through its partners Mr. Gurmukh Jangaldas

Sukhwani and Mr. Sagar Gurmukh Sukhwani, it is clarified that the name of the said purchaser is yet to be mutated in the revenue records and I have been informed by my clients that they have initiated steps for mutating their names in the revenue records.

(b) It appears that in pursuance of the Deed of Sale dated 27/3/2019, the said Lunkad Cooperative Housing Society Ltd. have executed a Power of Attorney dated 27/3/2019 registered with the office of the Sub Registrar Haveli No. 23 at serial no. 5820/2019 in favour of the nominees and partners of M/s. Sukhwani Associates Interalia vesting in them with several powers and authorities pertaining to the said land.

(c) It appears that the said Lunkad Cooperative Housing Society Ltd. and M/s. Lunkad Realty have executed a Declaration cum Indemnity dated 27/3/2019 registered with the office of the Sub Registrar Haveli No. 23 at serial no. 5821/2019 in favour of M/s. Sukhwani Associates Interalia declaring the flow of title and the said land being clean, clear and marketable and indemnifying M/s. Sukhwani Associates and their nominees, successors and assigns from and against any loss, costs, charges, expenses, fine, penalties, nazarana, premium, etc. that the said M/s. Sukhwani Associates or their nominees, successors and assigns may incur or suffer on account of any declarations made therein being found to be false or incorrect in any manner whatsoever or claim being made by any person/s or party or authority or which the said M/s. Sukhwani Associates or their nominees, successors or assigns may incur or suffer.

(d) It appears that the said members of Lunkad Cooperative Housing Society Ltd. have executed separate Declaration cum Indemnity in favour of M/s. Sukhwani Associates Interalia declaring that the said Lunkad Cooperative Housing Society Ltd. had decided to dispose off the said Property and in furtherance thereto in the Special General Meeting held on 1/3/2019 had empowered (i) Chairman - Mr. Rahul Bhagchand Dagliya, (ii) Treasurer - Mr. Rupesh Bhagchand Dagliya, (iii) Member - Mr. Rakesh Utamchand Tathad, and (iv) Member - Mr. Pravin Mandikchand Lunkad to execute the necessary deeds and documents in favour of M/s. Sukhwani Associates and further have confirmed the execution of the Deed of Sale dated 27/3/2019 and to be binding on them and have and indemnifying M/s. Sukhwani Associates

and their nominees, successors and assigns from and against any loss, costs, charges, expenses, fine, penalties, nazarana, premium, etc. that the said M/s. Sukhwani Associates or their nominees, successors and assigns may incur or suffer on account of any declarations made therein being found to be false or incorrect in any manner whatsoever or claim being made by any person/s or party or authority or which the said M/s. Sukhwani Associates or their nominees, successors or assigns may incur or suffer. The details of the said Declaration cum Indemnity are as under:-

| Name of the Members               | Details of Declaration cum Indemnity                   |
|-----------------------------------|--|
| Mr. Anil Kantilal Lunkad          | Dated 27/3/2019<br>Serial No. 5822/2019, Haveli No. 23 |
| Mr. Sachin Prakash Bhansali       | Dated 25/4/2019<br>Serial No. 7786/2019, Haveli No. 23 |
| Mr. Sujit Santosh Bhansali        | Dated 25/4/2019<br>Serial No. 7833/2019, Haveli No. 23 |
| Mr. Surendra Poonamchand Bedmutha | Dated 25/4/2019<br>Serial No. 7782/2019, Haveli No. 23 |
| Mr. Rahul Bhagchand Dagliya       | Dated 27/3/2019<br>Serial No. 5823/2019, Haveli No. 23 |
| Mr. Pravin Manikchand Lunkad      | Dated 27/3/2019<br>Serial No. 5825/2019, Haveli No. 23 |
| Mr. Rakesh Uttamchand Tathed      | Dated 27/3/2019<br>Serial No. 5824/2019, Haveli No. 23 |
| Mr. Prakash Motilal Bhansali      | Dated 25/4/2019<br>Serial No. 7785/2019, Haveli No. 23 |
| Mr. Vijay Motilal Bhansali        | Dated 25/4/2019<br>Serial No. 7781/2019, Haveli No. 23 |
| Mr. Rupesh Bhagchand Dagliya      | Dated 27/3/2019<br>Serial No. 5826/2019, Haveli No. 23 |
| Mr. Santosh Motilal Bhansali      | Dated 25/4/2019<br>Serial No. 7835/2019, Haveli No. 23 |



# Prasanna S Darade

B.S.L., LL.B.

Advocate

## (2) Zone and Permissions

(a) The Survey No. 51 is in the residential zone and that the part out of Survey No. 51 is affected by 24 metres and 36 metres wide D.P. Road and part is reserved by playground, nala garden, SM-330, SM-364, M-6.59, M-6.84, EPA-21 and adjoining nala as per the Zone Certificate dated 16/4/2018 issued by Pune Municipal Corporation. I have been informed by my clients that part of the said land is effected by Nala Garden.

(b) By an Order dated 4/8/2006 passed in Case No. 1784-BH by Additional Collector and Competent Authority Pune Urban Agglomeration, Pune, it was held that the provisions of The Urban Land (Ceiling and Regulation) Act, 1976 are not applicable to the said land held by Mr. Maruti Rambhau Bhujbal, Smt. Bhimabai Tulshiram Kodre and others.

## (3) Searches, Public Notices and Litigations

(a)

(a) I have caused searches to be carried out in the Index II registers available in the office of the Sub Registrar Haveli Nos. 1 to 27 and IGR Website through my associates Mr. Rohit Walimbe, Advocate from the year 1989 till date. I am informed by Mr. Rohit Walimbe, Advocate that from the available records during the searches, save and except as herein before stated, they have not come across any entry evidencing any encumbrances of whatsoever nature in and upon the said land.

(b) It is clarified that I have caused to be published the usual Public Notice dated 3/7/2018 and published in Daily Prabhat, Daily Indian Express and Daily Loksaatta and published on 4/7/2018 for the intended purchase of the said land by my clients. It is clarified that I have not received any claims and/or objections to the said Public Notice till date.

(c) It is clarified that at the specific instructions of my clients, I have not issued any public notice calling for objections and/or claims for the purposes of issuance of this Report.

*Prasanna S Darade*

(d) It is clarified that this report is based on the searches carried out at the office of the Sub Registrar of Assurances and on the documents and revenue records produced before for my inspection and certain information supplied to me by my clients. It is clarified that I have not conducted any litigation searches in respect of the said land.

(e) It is clarified that mutation entry nos. 426, 530 and 993 are not made available for inspection at the time of issuance of this report. It is clarified that as per the letter dated 23/7/2018 issued by Tahasildar, Haveli it is informed that the said mutation entry nos. 426, 530 and 993 are not traceable and cannot be provided.

(f) It is clarified that mutation entry no. 3164 appearing in the 7/12 extracts has wrongly been written as mutation entry no. 3134 in certain 7/12 extracts.

(g) It is clarified that by a Letter dated 24/7/2018 issued by the Tahasildar, Pune City it has been informed that the paper and proceedings in RTS proceedings as referred to in mutation entry nos. 1807, 2399 and 2483 are not traceable and hence cannot be issued.

(h) It is further clarified for the purposes of issuance of this report, (A) I have assumed (i) the right, constitution, deeds or legal capacity of all persons, natural or artificial to execute the documents mentioned herein, genuineness of all signatures, and authenticity of all documents submitted to me as original, certified or photocopies and have not examined the same, (ii) that all permissions, if necessary have been obtained, (iii) the accuracy and completeness of all the factual representations made in the documents, (iv) that there have been no changes, amendments or modifications to the documents examined by me, (B) I have relied upon the information relating to (i) Lineage and family tree on the basis of the revenue records made available and information provided to me by my clients, (ii) there are no litigations/ claims/ applications/etc. of whatsoever nature pending in respect of the said land before any Court, Forum, Revenue Courts and Authority, Judicial/ Quasi Judicial Officer or Authority, Arbitrator, etc. as per information provided to me by my clients, (iii) physical areas of the said land or portions thereof on the basis of the revenue records made available and information provided

# Prasanna S Darade

B.S.L., LL.B.  
Advocate

to me by my clients and (iv) boundaries of the said land on the basis of documents and information provided to me by my clients.

(1) It is further clarified that I am not certifying the boundaries of the said land nor am I qualified to express my opinion on physical identification of the said land.

## (4) Names of the Owners

M/s. Sukhwani Associates, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its principal place of business at: Survey No. 208/2A, Station Road, Near Gokul Hotel, Opp. Swaminathan Clinic, Pimpri, Pune 411018, through the hands of two of its partners Mr. Gurmukh Jangaldas Sukhwani and Mr. Sagar Gurmukh Sukhwani.

## (5) Description of the said land

All those pieces and parcels of well defined and demarcated land collectively admeasuring 196 Ares i.e. 19600 square metres bearing (i) Survey No. 51 Hissa No. 3A/1 (old Survey No. 51/3A/1/1) admeasuring 98 Ares assessed at Rs. 06=98paise and (ii) Survey No. 51 Hissa No. 3A/2 (old Survey No. 51/3A/1/2) admeasuring 98 Ares assessed at Rs. 06=98paise situate at village Mundhwa, Taluka Pune City, District Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune and bounded as follows:-

|                         |   |
|-------------------------|---|
| On or towards the East  | : By Odha.                                    |
| On or towards the West  | : By Hadapsar - Mundhwa road & S No. 51/3A/3. |
| On or towards the North | : By Survey Nos. 51/A, 51/2A, 51/2C & 51/2E.  |
| On or towards the South | : By Survey Nos. 51/3A/3.                     |

## (6) Opinion

In view of what is stated herein above and subject to what is stated above, I certify that in my opinion, the said Owners namely M/s. Sukhwani Associates, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its principal place of business at: Survey No. 208/2A, Station Road, Near Gokul Hotel, Opp. Swaminathan Clinic,

10/12/20

Pimpri, Pune 411018, through the hands of two of its partners Mr. Gurmukh Jangaldas Sukhwani and Mr. Sagar Gurmukh Sukhwani are well and sufficiently entitled to said land described in para 5 hereinabove as owners thereof and have a marketable title to the same and that the said land is free from known encumbrances and reasonable doubts.

Dated this 31<sup>st</sup> day of May, 2019.

*Prasanna S Darade*

Prasanna S Darade

Advocate

D:\My Documents\sukhwani\munchwa\title\report 31-5-2019.doc

Housiey.com