

SPA/22/37

Date : 06/07/2022

To,  
The MahaRERA,  
Maharashtra.

FORMAT-A

**Subject :** Title clearance certificate with respect to (1) All that piece and parcel of land admeasuring 2350 Sq. Mtrs. i.e. 23.5 Ares bearing Survey No. 26/1/2 situated at Village Baner, Taluka Haveli, Pune City, District Pune within the limits of Pune Municipal Corporation ("said Property No. 1");

2. All that piece and parcel of land admeasuring 12500 Sq. Mtrs. i.e. 1 Hectare 25 Ares bearing Survey No.27/5 situated at Village Baner, Taluka Haveli, Pune City, District Pune within the limits of Pune Municipal Corporation ("said Property No. 2") and

3. All that piece and parcel of land admeasuring 57 Sq. Mtrs. i.e. 57 Ares bearing Survey No. 27/6 situated at Village Baner, Taluka Haveli, Pune City, District Pune within the limits of Pune Municipal Corporation ("said Property No. 3")

The said Property No. 1, 2 and 3 are collectively hereinafter referred to as "said Properties".

I have investigated the title of the said property on the request of **KANIKA INFRACON LLP**,  
**1, Adams Court, 2<sup>nd</sup> Floor, Baner, Pune 411045** and following documents i.e. :-

1) Description of the Said Properties:-

- a. All that piece and parcel of land admeasuring 2350 Sq. Mtrs. i.e. 23.5 Ares bearing Survey No. 26/1/2 situated at Village Baner, Taluka Haveli, Pune City, District Pune within the limits of Pune Municipal Corporation ("said Property No. 1");
- b. All that piece and parcel of land admeasuring 12500 Sq. Mtrs. i.e. 1 Hectare 25 Ares bearing Survey No.27/5 situated at Village Baner, Taluka Haveli, Pune City, District Pune within the limits of Pune Municipal Corporation ("said Property No. 2") and



- c. All that piece and parcel of land admeasuring 57 Sq. Mtrs. i.e. 57 Ares bearing Survey No. 27/6 situated at Village Baner, Taluka Haveli, Pune City, District Pune within the limits of Pune Municipal Corporation ("said Property No. 3")

2. For the purpose of this Title Certificate, I have perused the following documents (originals and/or copies as stated below and have relied upon the contents being true and correct):-

**A. Property No. 1 [Survey No. 26/1/2]:-**

1. Photocopies of 7/12 Extracts of Survey No.26/1 for the years 1966 to 1985;
2. Photocopies of 7/12 Extracts of Survey No.26/1/2 for the years 1988 to 2010, 2010 to 2016, 2016-2018 and 2017-2021 ;
3. Photocopies of the Mutation Entry Nos.: 468, 1026, 1576, 2249, 3545, 12781, 20595. 12781, 20959.
4. Photocopy of Sale Deed dated 29 September 1987, registered with the Office of Sub-Registrar, Haveli No.2, at Serial No.12409/1987, executed by Raghunath Mahadev Kalamkar and 3 others in favour of Amruta Bahiru Kalamkar and another;
5. Photocopy of unregistered Agreement dated 13 April 1994, executed by (1) Amruta Bahiru Kalamkar and (2) Ramesh Amruta Kalamkar in favour of Sakav Co-operative Housing Society Ltd. (proposed) through their chief promoter Narsignh Sambhaji Lagad;
6. Photocopy of Order dated 16 March 2002 in Case bearing No. 2229-KA, passed under Section 8(4) of ULC Act by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune;
7. Photocopy of Sale Deed dated 16 April 2002, registered on 17 April 2002 with the Office of Sub-Registrar, Haveli No.4, at Serial No.3069/2002, executed by Amruta Bahiru Kalamkar and another in favour of Sakav Co-operative Housing Society Limited consented by Suresh Amruta Kalamkar and 9 others;
8. Original Search Report dated 2 October 2021 issued by Adv. Kailash Thorat.

**B. Property No. 2 [Survey No. 27/5]:-**

1. Photocopies of 7/12 Extracts of Survey No.27/5 for the years 1966 to 1987, 1987 to 2010, 2010 to 2016, 2014 to 2017 and 2017 to 2021;
2. Photocopies of the Mutation Entry Nos.: 1449, 1576, 3057, 4287, 4319, 12414, 12415 and 12496.



3. Photocopy of Agreement to sell dated 26 January 1995 executed by Subhash Prabhakar Dhankude, Vilas Prabhakar Dhankude, Hirabai Prabhakar Dhankude in favour of Proposed Sakav Co-operative Housing Society Ltd.
4. Photocopy of Release Deed dated 28 August 2000, registered at the office of Sub-Registrar Haveli No. 4 at Serial No.6948/2000 executed by Vaijayanti Hanumant Kalbhor in favour of Subhash Prabhakar Dhankude and another;
5. Photocopy of Sale Deed dated 9 August 2001, registered at the office of Sub-Registrar Haveli No. 4 at Serial No.9281/2001 executed by Hanumant Shivram Dhankude in favour of Sakav Co-operative Housing Society Ltd.;
6. Photocopy of Sale Deed dated 9 August 2001, registered at the office of Sub-Registrar Haveli No. 4 at Serial No.9282/2001 executed by Subhash Prabhakar Dhankude and others in favour of Sakav Co-operative Housing Society Ltd.;
7. Photocopy of Cancellation Deed dated 21 October 2000, registered at the office of Sub-Registrar Haveli No. 4 at Serial No.8914/2000, executed by Sujata Farms Pvt. Ltd. in favor of Subhash Prabhakar Dhankude and others;
8. Photocopy of Order dated 21 March 2001 passed Additional Collector and Competent Authority, Pune under Sec 8 (1) of the ULC Act, 1976 in Case No. 1101-DA in respect of S. No. 27/5;
9. Original Search Report dated 2 October 2021 issued by Adv. Kailash Thorat.

**C. Property No. 3 [Survey No. 27/6]:-**

1. Photocopies of 7/12 Extracts of Survey No.27/6 for the years 1966 to 1987, 1987 to 2009, 2010 to 2016, 2014 to 2017 and 2017 to 2020;
2. Photocopies of the Mutation Entry Nos.: 469, 1576, 1685, 1697, 1761, 2400, 2575, 5513, 10929, 12241, 12242, 12495, 17240, 21081;
3. Photocopy of Agreement to Sell dated 26 January 1995 executed by Gajanan Pandharinath Dhankude, and 6 others in favour of Sakav Co-operative Housing Society Ltd. and consented by Patil Pandharinath Dhankude;
4. Photocopy of Sale Deed dated 11 May 2001 registered at the office of Sub-Registrar Haveli No. 4 at Serial No.5353/2001 executed by Mandabai Namdeo Dhankude in favour of Sakav Co-operative Housing Society Ltd.;
5. Photocopy of Sale Deed dated 11 May 2001 registered at the office of Sub-Registrar Haveli No. 4 at Serial No.5364/2001 executed by Babytai Sudam Dhankude in favour of Sakav Co-operative Housing Society Ltd.;



6. Photocopy of Sale Deed dated 30 May 2001 registered at the office of Sub-Registrar Haveli No. 4 at Serial No.5932/2001 executed by Gajanan Pandharinath Dhankude and 13 others in favour of Sakav Co-operative Housing Society Ltd.;
  7. Photocopy of Release Deed dated 26 February 2008, registered at the office of Sub-Registrar of Assurances at Haveli No. 19 under Serial No. 1642/2008, executed by Sarika Hanumant Kokate in favour of Yuvraj Patil Dhankude and Another.
  8. Photocopy of Power of Attorney of dated 26 February 2008, registered at the office of Sub-Registrar Haveli No. 19 under Serial No.1643/2008 executed by Sarika Hanumant Kokate in favour of Yuvraj Patil Dhankude and Another.
  9. Photocopy of Deed of Confirmation dated 19 September 2018 registered at the office of Sub-Registrar Haveli No. 15 at Serial No.13053/2018 executed by Babytai alias Hirabai Sudam Dhankude and 8 others and Sakav Co-operative Housing Society Ltd.;
  10. Photocopy of Indenture of Sale dated 19 September 2018 registered at the office of Sub-Registrar Haveli No. 15 at Serial No.13058/2018 executed by Patil Pandharinath Dhankude and 20 others in favour of M/s. Sky Heights Landmarks LLP;
  11. Photocopy of Power of Attorney dated 19 September 2018 registered at the office of Sub-Registrar Haveli No. 15 at Serial No.13059/2018 executed by Patil Pandharinath Dhankude and 30 others appointing M/s. Sky Heights Landmarks LLP as Attorney;
  12. Photocopy of Deed of Confirmation dated 25 September 2018, registered at the office of Sub-Registrar of Assurances at Haveli No. 15 at Serial No.13315/2018, executed by Sarika Hanumant Kokate in favour of M/s. Sky Heights Landmarks LLP.
  13. Photocopy of Judgement dated 21 March 2001 passed Additional Collector and Competent Authority, Pune under the ULC Act, 1976 in Case No. 1102-DA in respect of S. No. 27/6;
  14. Photocopy of letter No. J.K. ABHI/SR/9422/2019 dated 27/08/2019 issued by, Tahasildar, Haveli
- D. Common documents in respect of the said Properties: -
1. Photocopy of the 7/12 extract for the in respect of Survey No. 26/1/2 for the year 2019-20



2. Photocopy of the 7/12 extract for the in respect of Survey No. 27/5 for the year 2020-21
3. Photocopy of the 7/12 extract for the in respect of Survey No. 27/6 for the year 2018-19 to 2020-21
4. Photocopy of Mutation Entry No. 23195
5. Photocopy of Deed of Conveyance dated 9 September 2021, registered at the office of Sub-Registrar Haveli No. 16 at Serial No.12651/2021 executed by Sakav Co-Operative Housing Society Limited in favour of Kanika Infracon LLP;
6. Declaration dated 19<sup>th</sup> Oct 2021 issued by Sakav CHSL.
7. Declaration dated 19<sup>th</sup> Oct 2021 issued by Sky Height Landmarks LLP.
  
8. Photocopy of Power of Attorney dated 9 September 2021, registered at the office of Sub-Registrar Haveli No. 16 at Serial No.12652/2021 executed by Sakav Co-Operative Housing Society Limited in favour of Kanika Infracon LLP;
9. Original Search Report dated 2 October 2021 issued by Adv. Kailash Thorat.
10. Photocopy of Deed of Conveyance dated 15 Oct 2021, registered at the office of Sub-Registrar Haveli No. 10 at Serial No.25411/2021 executed by Sky Height Landmarks LLP in favour of Kanika Infracon LLP;

3. 7/12 extracts issued by Talathi, baner , Pune dated 28/03/2022 and Mutation Entries No. 23195 dated 20/09/2021 and Mutation Entry No. 23278 dated 22/11/2021

4. On the perusal the above-mentioned documents and all other relevant documents relating to the title of the state properties I am of the opinion that the title of **KANIKA INFRACON LLP, 1, Adams Court, 2<sup>nd</sup> Floor, Baner, Pune 411045** to the said properties is clear, marketable and without any encumbrances.

5. Owner of the Said Properties: - Kanika Infracon LLP.

6. The report reflecting the flow of the title of the Owner/Developer to the said properties is enclosed herewith as annexure

Encl: Annexure

  
Swapnil Abhyankar  
Advocate



### FLOW OF THE TITLE OF THE SAID PROPERTIES

Based on the aforesaid documents and the information furnished to us, we observe as follows:-

#### **A. Brief History in respect of the Property No. 1:**

a. On perusal of the 7/12 extract for the period from 1966-67 to 1987-88 in respect of Survey No. 26/1 admeasuring 2 Acres 36 Gunthas , it appears that the name of Mahadev Bahirat Kalamkar was recorded as owner therein.

b. From Mutation Entry No. 1576 dated 15 July 1970, it appears that the Maharashtra Weights and Measurements (Enforcement) Act, 1958 and Indian Coinage Act, 1956 was made applicable and in accordance a new decimal system was implemented in Village Baner. Accordingly, the area of the said Survey No. 26/1 admeasuring 2 Acres 36 Gunthas was changed to Survey No. 26/1 admeasuring 1 Hectare 17 Ares (Hereinafter referred to as "said Survey No. 26/1").

c. From the Mutation Entry No. 2249 dated 1 August 1983, it appears that Mahadeo Bahiru Kalamkar expired about 9 to 10 years back leaving behind his following heirs: (i) Raghunath Mahadeo Kalamkar (son); (ii) Sudam Mahadeo Kalamkar (son); (iii) Pandurang Mahadeo Kalamkar (son); (iv) Devkabai Krushna Bankar (daughter); (v) Bhimabai Krushna Bhujbal (daughter); (vi) Anandibai Radhesham Jadhav (daughter); (vii) Lakshmibai Mahadeo Kalamkar (wife); It further appears that the daughters at Sr. Nos. (iv) to (vi) had by a statement released their rights in the said Survey No. 26/1. Accordingly, the names of aforesaid at Serial Nos. (i), (ii), (iii) and (vii) were recorded as owners of the said Survey No. 26/1.

d. By and under a Sale Deed dated 29 September 1987, registered with the Office of Sub-Registrar of Assurances at Haveli No.2, under Serial No.12409/1987, made and entered into between (1) Raghunath Mahadev Kalamkar, (2) Sudam Mahadev Kalamkar, (3) Lakshmibai Mahadev Kalamkar and (4) Pandurang Mahadev Kalamkar for himself and as a Constituted Attorney for Sr. No. (1) and (3) referred to as the Vendors therein and (1) Amruta Bahiru Kalamkar and (2) Ramesh Amruta Kalamkar referred to as the Purchasers



therein, the Vendors therein sold, transferred and conveyed all their right, title and interest in a portion of land admeasuring 23.5 area out of the said Survey No. 26/1 in favour of the Purchasers therein for the consideration and on the terms and conditions stated therein. The Power of Attorney executed by (1) Raghunath Mahadev Kalamkar, and (2) Lakshmi Bai Mahadev Kalamkar in favour of Pandurang Mahadev Kalamkar is not available for perusal. Pursuant to the aforesaid Sale Deed, Mutation Entry No. 3545 dated 20 March 1988 came to be effected and the said Survey No. 26/1 was subdivided into (i) land bearing Survey No. 26/1/1 admeasuring 93.5 Ares and (ii) land bearing Survey No. 26/1/2 admeasuring 23.5 Ares i.e. **the said Property No. 1**. Accordingly, fresh 7/12 extracts were generated for the said Property No. 1 and the names of (1) Amruta Bahiru Kalamkar and (2) Ramesh Amruta Kalamkar were recorded as owner therein.

e. By and under an unregistered Agreement dated 13 April 1994, made and entered into between, (1) Amruta Bahiru Kalamkar and (2) Ramesh Amruta Kalamkar referred to as Vendor therein and Sakav Co-operative Housing Society Ltd. (proposed) through their chief promoter, Narsingh Sambhaji Lagad referred to as Purchaser therein, the Vendors therein agreed to sell, transfer and convey the said Property No. 1 in favour of the Purchaser therein for the consideration and on the terms and conditions stated therein.

f. By and under a Sale Deed dated 16 April 2002, registered with the Office of Sub-Registrar of Assurances at Haveli No.4 under Serial No. 3069/2002, made and entered into between (1) Amruta Bahiru Kalamkar as a karta of his Hindu Undivided Family and (2) Ramesh Amruta Kalamkar referred to as the Vendors therein, (1) Suresh Amruta Kalamkar, (2) Kishor Amruta Kalamkar, (3) Nirmala Ramesh Kalamkar for herself and as a natural guardian for her minor sons at Sr. No. 4 and 5, (4) Shailesh Ramesh Kalamkar, (5) Sainath Ramesh Kalamkar, (6) Chaya Dashrath Burde, (7) Vidya Ramesh Kalamkar, (8) Lakshmi alias Baby Keshav Gaikwad, (9) Indu Subhash Tilekar and (10) Narsing Sambhajirao Lagad referred to as the Consenting Party therein and Sakav Co-operative Housing Society Limited through their Chairman Shankarrao Narayanrao Jadhav referred to as the Purchaser therein, the Vendors therein sold, transferred and conveyed all their right, title and interest in respect of the said Property No. 1 in favour of the Purchaser therein for the consideration and on the terms and conditions stated therein. Pursuant to the aforesaid Sale Deed, Mutation Entry



No. 12781 dated 22 April 2002 came to be effected and the name of Sakav Co-operative Housing Society Limited through their Chairman Shankarrao Narayanrao Jadhav was recorded as owner in the 7/12 extract for the said Property No. 1.

g. From Mutation Entry No. 20595 dated 19 March 2017, it observed that as per E-Mutation Project Edit Module, the handwritten records and computerized records were compared and further as per the (i) Government Notification bearing No. R.B.A./P.K. 180/L-1 dated 7 May 2016 and (ii) Order dated 1 March 2017, passed by the Tehsildar, Raigad, directions were issued to carry out the corrections in the records of the various land including the said Property No.1. This entry has been effected merely to rectify the revenue record for mistakes occurring at the time of computerization of the revenue records and pursuant to this Entry, certain errors in respect of the said Property No. 1 were rectified. The said (i) Government Notification dated 7 May 2016 and (ii) Order dated 1 March 2017 are not available for perusal.

**B. Brief History in respect of the said Property No. 2:**

a. It appears that in or about the year 1965, Bhaguji Babaji Dhankude was the owner of the land bearing Survey No. 27/5 admeasuring 3 Acres 4 Gunthas.

b. From Mutation Entry No. 1449 dated 24 March 1965 (illegible), it appears that, Bhaguji Babaji Dhankude expired about 5 years back at village Baner leaving behind his following heirs: a) Prabhakar Bhaguji Dhankude (son), b) Shivram Bhaguji Dhankude (son), c) Chinchabai Pandharinath Murkute (daughter), d) Kalabai Bajirao Nanekar (daughter)

c. On perusal of the 7/12 Extract for the period from 1966-67 to 1986-87 in respect of Survey No. 27/5 admeasuring 3 Acres 4 Ares, it appears that the name of Prabhakar Bhaguji Dhankude as karta of Hindu Undivided Family was recorded as owner. It further appears that the charge of Tagai Loan of Rs. 400/- (Rupees Four Hundred Only) for Bullocks was recorded in the other rights column therein.

d. From Mutation Entry No. 1576 dated 15 July 1970, it appears that the Maharashtra Weights and Measurements (Enforcement) Act, 1958 and Indian Coinage Act, 1956 was made applicable and in accordance a new decimal system was implemented in Village



Baner. Accordingly, the area of the said Survey No. 27/5 was converted from 3 Acres 4 Gunthas to Survey No. 27/5 admeasuring 1 Hectare 25 Ares i.e. **the said Property No. 2.**

e. From Mutation Entry No. 3057 dated 11 October 1986, it appears that, Prabhakar Bhaguji Dhankude expired on 26 July 1971 leaving behind the following as his legal heirs and representatives : (i) Subhash Prabhakar Dhankude (son); (ii) Vilas Prabhakar Dhankude (son); (iii) Vaijayanti Hanumant Kalbhor (daughter); (iii) Aruna Dinkar Dhokane (daughter); (iv) Hirabai Prabhakar Dhankude (wife); (v) Shivram Bhaguji Dhankude (brother); Accordingly, the names of aforesaid at serial nos. (i), (ii), (v) and (vi) were recorded in the owner's column and the names at Sr. No. (iii) and (iv) were recorded in in the other rights column of the 7/12 extract for said Property No. 2. It appears that the names of Chinchabai Pandharinath Murkute and Kalabai Bajirao Nanekar were recorded as owners, as they were also part of the Hindu Undivided Family of which Prabhakar Bhaguji Dhankude was the Karta.

f. From Mutation Entry No. 4287 dated 15 February 1989, it appears that, pursuant to Circular bearing No. K.THT/23/89 dated 23 January 1989 issued by the Tehsildar, Haveli, the loan alongwith its interest in respect of various lands in village Baner have been exempted and therefore Tagai charge amounting to Rs. 400/- (Rupees Four Hundred Only) recorded in the other rights column of the 7/12 extract for said Property No. 2 was deleted.. The said Circular dated 23 January 1989 is not available.

g. From Mutation Entry No. 4319 dated 31 March 1989, it appears that, Shivram Bhaguji Dhankude expired on 19 March 1989 leaving behind his son , Hanumant Shivram Dhankude as his only heir and representatives. Accordingly, the name of Hanumant Shivram Dhankude was recorded as owner in the 7/12 extract for said Property No. 2.

h. It appears that by an Agreement to Sell dated 12 December 1989, registered with the office of Sub-Registrar of Assurances Under Serial No. 17990/1989, made and entered into between, (i) Subhash Prabhakar Dhankude, (ii) Vilas Prabhakar Dhankude and (iii) Hirabai Prabhakar Dhankude referred to as the Vendor therein and Sujata Farms Pvt. Ltd. through its Director , Jayant Ramchandra Mhalgi referred to as the Purchaser therein, the Vendor therein agreed to sell, transfer and convey a portion of land admeasuring 62.5 Ares



out of the said Property No. 2 in favour of the Purchaser therein. The said Agreement dated 12 December 1989 is not available for perusal.

i. By and under an unregistered Agreement to Sell dated 26 January 1995, made and entered into between (i) Subhash Prabhakar Dhankude, (ii) Vilas Prabhakar Dhankude, (iii) Hirabai Prabhakar Dhankude and (iv) Hanumant Shivram Dhankude, therein referred to as Vendors and Sakav Co-operative Housing Society Ltd. (proposed) through its Promoter Narsing Sambhajirao Lagad therein referred to as Purchaser, the Vendor therein agreed to sell, transfer and convey the said Property No. 2 to the Purchaser therein for the consideration and on the terms and conditions stated therein.

j. By and under a Release Deed dated 28 August 2000, registered at the office of Sub-Registrar Haveli No. 4 at Serial No.6948/2000 executed (1) Vaijayanti Hanumant Kalbhor and (2) Aruna Dinkar Bhomane therein referred to as the Releasers and (1) Subhash Prabhakar Dhankude and (2) Vilas Prabhakar Dhankude therein referred to as the Releasee, the Releasers therein released all their right, title and interest in the undivided one-half share admeasuring 62.5 Ares out of the said Property Nos. 2 in favour of the Releasee therein without any consideration and on the terms and conditions stated therein. Pursuant to the aforesaid Release Deed dated 28 August 2000, Mutation Entry No. 12496 dated 21 September 2001 came to be effected and the names of (1) Vaijayanti Hanumant Kalbhor and (2) Aruna Dinkar Bhomane were deleted from the other rights column of the 7/12 Extract of said Property No. 2. It further appears that the said Release Deed dated 28 August 2000 refers to a an irrevocable Power of Attorney executed by (1) Vaijayanti Hanumant Kalbhor and (2) Aruna Dinkar Bhomane in favour of Vilas Prabhakar Dhankude, however, the same is not available for perusal.

k. By a Cancellation Deed dated 21 October 2000, registered at the office of Sub-Registrar of Assurances, Haveli No. 4 at Serial No.8914/2000, executed by and between (i) Subhash Prabhakar Dhankude, (ii) Vilas Prabhakar Dhankude and (iii) Hirabai Prabhakar Dhankude referred to as First Party and Sujata Farms Pvt. Ltd. through its Director Jayant Ramchandra Mhalgi referred to as Second Party therein, the parties cancelled the said Agreement dated 12 December 1989, mentioned hereinabove on the terms and conditions stated therein. In lieu of such cancellation an amount of Rs. 1,50,000/- (Rupees One Lakh



Fifty Thousand Only) appears to be paid to Sujata Farms Pvt. Ltd. towards refund of the earnest money paid under the said Agreement dated 12 December 1989 as well as compensation.

I. By and under a Sale Deed dated 9 August 2001, registered with the Office of Sub-Registrar of Assurances, Haveli No.4, at Serial No. 9281/2001, made and entered into between Hanumant Shivram Dhankude as karta of Hindu Undivided Family referred to as the Vendor therein, (1) Subhash Prabhakar Dhankude, as karta of Hindu Undivided Family , (2) Vilas Prabhakar Dhankude, as karta of Hindu Undivided Family , (3) Hirabai Prabhakar Dhankude, (4) V. B. Associates through Proprietor, Vibha Vikram Boke, (5) Narsing Sambhajirao Lagad referred to as the Consenting Party therein and Sakav Co-operative Housing Society Limited through their Chairman Shankarrao Narayanrao Jadhav referred to as the Purchaser therein, the Vendor therein sold, transferred and conveyed all his right, title and interest in 8 Anna undivided share admeasuring 62.5 Ares out of S. No. 27/5 i.e. the said Property No. 2 in favour of the Purchaser therein for the consideration and on the terms and conditions stated therein. The Consenting Party had given their consent to the aforesaid sale in the manner stated therein. On a further perusal of the said Sale Deed dated 9 August 2001, it appears as follows:

(i) That the Vendor therein had executed an Agreement to Sell dated 30 November 2000 in favour of the V.B. Associates i.e. the Consenting Party No. 4 and thus V.B. Associates was made a consenting party in the said Sale Deed dated 9 August 2001. The said Agreement to Sell dated 30 November 2000 is not available for perusal;

(ii) That the Consenting Party No. 5 i.e. Narsing Sambhajirao Lagad had executed the Agreement to Sell dated 26 January 1995 as the promoter of the Purchaser Society and thus has been made a consenting party in the present Deed;

(iii) That (1) Chinchabai Pandharinath Murkute and (2) Kalabai Bajirao Nanekar, were the paternal aunts of the Vendors therein and were also the co-owners of the said Property. It is further stated therein that they have expired prior to the execution of the said Sale Deed dated 9 August 2001. It is further recorded that Chinchabai Pandharinath Murkute had no heirs, but no such clarification is provided as to heirs of Kalabai Bajirao Nanekar. There are thus no formal release documents from the above persons.



m. Pursuant to the aforesaid Sale Deed dated 9 August 2001, Mutation Entry No. 12414 dated 5 February 1989 came to be effected and the name of Sakav Co-operative Housing Society Limited through their Chairman Shankarrao Narayanrao Jadhav was recorded as owner in the 7/12 extract of said Property No. 2.

n. By and under a Sale Deed dated 9 August 2001 registered at the office of Sub-Registrar Haveli No. 4 at Serial No.9282/2001 executed by (1) Subhash Prabhakar Dhankude as karta of Hindu Undivided Family, (2) Vilas Prabhakar Dhankude as karta of Hindu Undivided Family and (3) Hirabai Prabhakar Dhankude therein referred to as Vendors, (1) Hanumant Shivram Dhankude, (2) V. B. Associates through Proprietor, Vibha Vikram Boke and (3) Narsing Sambhajirao Lagad therein referred to as Consenting Party and Sakav Co-operative Housing Society Ltd. through their Chairman Shankarrao Narayanrao Jadhav therein referred to as the Purchaser, the Vendor therein sold, transferred and conveyed area admeasuring 62.5 Ares out of said Property No. 2 at or for consideration more particularly stated therein. The Consenting Party therein gave their consent to the aforesaid sale in the manner stated therein. On a further perusal of the said Sale Deed dated 9 August 2001, it appears as follows:

- (i) That the Vendor therein had executed an Agreement to Sell dated 30 November 2000 in favour of the V.B. Associates i.e. the Consenting Party No. 4 and thus V.B. Associates was made a consenting party in the said Sale Deed dated 9 August 2001. We have not been provided with copy of the said Agreement to Sell dated 30 November 2000;
- (ii) That the Consenting Party No. 5 i.e. Narsing Sambhajirao Lagad had executed the Agreement to Sell dated 26 January 1995 as the promoter of the Purchaser Society and thus has been made a consenting party in the present Deed;
- (iii) That (1) Chinchabai Pandharinath Murkute and (2) Kalabai Bajirao Nanekar, were the paternal aunts of the Vendors therein and were also the co-owners of the said Property. It is further stated therein that they have expired prior to the execution of the said Sale Deed dated 9 August 2001. It is further recorded that Chinchabai Pandharinath Murkute had no heirs, but no such clarification is provided as to heirs of Kalabai Bajirao Nanekar; There are thus no formal release document from the above persons.



o. Pursuant to the aforesaid Sale Deed dated 9 August 2001, Mutation Entry No. 12415 dated 30 May 2001 came to be effected and the name of Sakav Co-operative Housing Society Ltd. through their Chairman Shankarrao Narayanrao Jadhav was recorded as owner in the 7/12 extract for the said Property No. 2;

p. Sakav Co-operative Housing Society Ltd. have by their Declaration dated 19/10/2021 stated that, more that 20 (twenty) years have passed since the exertion of the said 2 (two) Sale Deeds dated 9 August 2001, however till date none of the heirs of (1) Chinchabai Pandharinath Murkute and (2) Kalabai Bajirao Nanekar have raised any claims on the said Property No.2.

**C. Brief History in respect of the said Property No. 3 :**

a. On perusal of the 7/12 extract for the period 1966-67 to 1986-87 in respect of Survey No. 27/6 admeasuring 1 Acre 17 Gunthas, it appears that the name of Pandharinath Makaji Dhankude was recorded as owner. It further appears that a Tagai Charge was recorded in the other rights column therein.

b. From Mutation Entry No. 1576 dated 15 July 1970, it appears that the Maharashtra Weights and Measurements (Enforcement) Act, 1958 and Indian Coinage Act, 1956 was made applicable and in accordance a new decimal system was implemented in Village Baner. Accordingly, the measurement of the said Survey No. 27/6 admeasuring 1 Acres 16 Gunthas was changed to Survey No. 27/6 admeasuring 57 Ares i.e. **the said Property No. 3.**

c. From Mutation Entry No. 1685 dated 6 January 1973, it appears that, pursuant to an Order dated 3 January 1973 bearing No. H. N. Tagai/2280/72 passed by the Tehsildar, Haveli, directions were issued to delete the Tagai Charge standing in the name of Pandharinath Makaji Dhankude. Accordingly, the Tagai Charge was deleted from the 7/12 extract for said Property No. 3. The said Order dated 3 January 1973 is not available.

d. From Mutation Entry No. 1697 dated 3 January 1973, it appears that Pandharinath Makaji Dhankude availed a loan of Rs. 4000/- (Rupees Four Thousand Only) from Punjab National Bank, Pashan Branch by creating a charge on the said Property No. 3. Accordingly,



the charge of Punjab National Bank, Pashan Branch was recorded in the other rights column of the 7/12 extract for said Property No. 3.

e. On a perusal of the 7/12 extract for the period from 1966-67 to 1987-88, it appears that an additional charge of Rs. 12,000/- (Rupees Twelve Thousand Only) in the name of Punjab National Bank, Pashan Branch was recorded other rights column, ostensibly by Mutation Entry No. 1761. I have not been provided with the Mutation Entry No. 1761. BY a letter No. J.K. Abhi/SR/9422/2019 dated 27 August 2019, issued by Tehsildar, Haveli, it appears that the copy of the Mutation Entry No. 1761 is not available in their records.

f. From Mutation Entry No. 2400 dated 1 June 1984, it appears that, on repayment of the loan of Rs. 4000/- (Rupees Four Thousand Only) by Pandharinath Makaji Dhankude by a letter bearing No. PTK/K.3/84 dated 24 April 1984, issued by Punjab National Bank, Pashan branch directions were issued to delete the charge. Accordingly, the charges of Punjab National Bank, Pashan Branch was deleted from the other rights column of the 7/12 extract for said Property No. 3. The said Letter dated 24 April 1984 is not available.

g. From Mutation Entry No. 2575 dated 7 December 1984, it appears that Pandharinath Makaji Dhankude expired on 12 November 1984 leaving behind the following as his legal heirs and representatives: (i) Sudam Pandharinath Dhankude (son); (ii) Namdev Pandharinath Dhankude (son); (iii) Patil Pandharinath Dhankude(son); (iv)Gajanan Pandharinath Dhankude (son); (v) Ashok Pandharinath Dhankude (son); (vi) Madhukar Pandharinath Dhankude (son); (vii) Phulabai Laxman Kokate (daughter); (viii) Anandabai Dnyanadev Junavane (daughter); (ix) Shantabai Pandharinath Dhankude (widow); Accordingly, the names of legal heirs at Sr. No. (i) to (vi) and (ix) were recorded in owners column and the names of legal heirs at Sr. No. (vii) and (viii) were recorded in other rights column of the 7/12 extract for said Property No. 3.

h. From Mutation Entry No. 5513 dated 21 February 1992, it appears that Namdev Pandharinath Dhankude expired on 17 October 1990, leaving behind the following as his heirs and legal representatives: (i) Mandabai Namdev Dhankude (widow); (ii) Meena Namdev Dhankude (daughter); (iii) Medha Namdev Dhankude (daughter); (iv) Seema Namdev Dhankude (daughter); (v) Neeta Namdev Dhankude (daughter); Accordingly, the



names of all the legal heirs were recorded as owners in the 7/12 extracts for said Survey No. 27/6. It appears that the name of Nandabai Namdev Dhankude is recorded as Mandabai Namdev Dhankude for the purpose of this Report, we have presumed that they are one and the same person.

i. By an unregistered Agreement to Sell dated 26 January 1995 executed by (1) Gajanan Pandharinath Dhankude as karta of Hindu Undivided Family, (2) Ashok Pandharinath Dhankude, as karta of Hindu Undivided Family, (3) Madhukar Pandharinath Dhankude, as karta of Hindu Undivided Family, (4) Babytai Sudam Dhankude, (5) Nandabai Namdev Dhankude, (6) Phulabai Laxman Kokate, (7) Nandabai Dnyaneshwar Junavane therein referred to as the Vendors and Sakav Co-operative Housing Society Ltd. (proposed) through their promoter Narsing Sambhajirao Lagad therein referred to as the Purchaser and Patil Pandharinath Dhankude therein referred to as the Consenting Party, the Vendors therein with the consent of the Consenting Party therein agreed to sell, transfer and convey area admeasuring 47 Ares out of 57 Ares out of the said Property No. 3 in favour of the Purchaser therein for the consideration and on the terms and conditions stated therein. It appears that the name of Anandibai Dnyanadev Junavane is recorded as I Nandabai Dnyanadev Junavane and for the purpose of this Certificate we have presumed that the said names belong to one person. It also appears that the name of Mandabai Namdeo Dhankude is recorded as Nandabai Namdeo Dhankude and for the purpose of this certificate, i have presumed the said name belong to one person.

j. From Mutation Entry No. 10929 dated 9 January 1999, it appears that, Sudam Pandharinath Dhankude expired on 13 August 1994 leaving behind following as his heirs and representatives: (i) Baby Sudam Dhankude (wife); (ii) Chandu Sudam Dhankude (son); (iii) Kunda Sudam Dhankude (daughter); (iv) Meenakshi Sudam Dhankude (daughter); Accordingly, the names of Sr. No. (i) to (iv) were entered into the owners' column of the 7/12 extract in respect of said Property No. 3.

k. By and under a Sale Deed dated 11 May 2001, registered at the office of Sub-Registrar of Assurances at Haveli No. 4 under Serial No.5353/2001, made and entered into between Mandabai Namdeo Dhankude therein referred to as Vendor, (1) Meena Sambhaji



Kaspate, (2) Medha Dattatray Sakhare, (3) Seema Namdev Dhankude, (4) Neeta Namdev Dhankude, Sr. No. 3 and 4 minor through their natural guardian mother Mandabai Namdeo Dhankude and (5) Narsing Sambhajirao Lagad therein referred to as Consenting Party and Sakav Co-operative Housing Society Ltd. through their Chairman Shankarrao Naryanrao Jadhav therein referred to as Purchaser, , the Vendors therein sold, transferred and conveyed area admeasuring 9.15 Ares out of said Property No. 3 at or for consideration stated therein. The Consenting Party No. 5 i.e. Narsing Sambhajirao Lagad had executed the Agreement to Sell dated 26 January 1995 as the promoter of the Purchaser Society and thus has been made a consenting party in the present Deed. Pursuant to the aforesaid Sale Deed dated 11 May 2001, Mutation Entry No. 12241 dated 30 May 2001 came to be effected and the name of Sakav Co-operative Housing Society Ltd. through their Chairman Shankarrao Naryanrao Jadhav was recorded as owner in the 7/12 extract for said Property No. 3.

l. By and under a Sale Deed dated 11 May 2001, registered at the office of Sub-Registrar of Assurances at Haveli No. 4 under Serial No. 5364/2001, made and entered into between Babytai Sudam Dhankude therein referred to as Vendor, (1) Chandu Sudam Dhankude, (2) Kunda Sudam More, (3) Meenakshi Sudam Dhankude and (4) Narsing Sambhajirao Lagad therein referred to as Consenting Party and Sakav Co-operative Housing Society Ltd. through their chairman Shankarrao Narayanrao Jadhav therein referred to as Purchaser, the Vendors therein sold, transferred and conveyed area admeasuring 9.15 Ares out of the said Property No. 3 . The Consenting Party No. 4 i.e. Narsing Sambhajirao Lagad had executed the Agreement to Sell dated 26 January 1995 as the promoter of the Purchaser Society and thus has been made a consenting party in the present Deed. Pursuant to the aforesaid Sale Deed dated 11 May 2001, Mutation Entry No. 12242 dated 30<sup>th</sup> May 2001 came to be effected and the name of Sakav Co-operative Housing Society Ltd. through their chairman Shankarrao Narayanrao Jadhav was recorded as owner in the 7/12 extract for the said Property No. 3.

m. By and under a Sale Deed dated 30 May 2001, registered at the office of Sub-Registrar of Assurances at Haveli No. 4 under Serial No. 5932/2001, made and entered into between (1) Gajanan Pandharinath Dhankude, for self and as karta of Hindu Undivided Family , (2) Rupali Gajanan Dhankude, (3) Deepali Gajanan Dhankude, (4) Sagar Gajanan



Dhankude, (5) Sudhir Gajanan Dhankude, Sr. No. 2 to 5 minors, through their natural guardian father Gajanan Pandharinath Dhankude (6) Ashok Pandharinath Dhankude for self and karta of Hindu Undivided Family , (7) Aarti Ashok Dhankude, (8) Prasad Ashok Dhankude, (9) Abhishek Ashok Dhankude, Sr. No. 7 to 9, minors through their natural guardian father Ashok Pandharinath Dhankude, (10) Madhukar Pandharinath Dhankude, (11) Shweta Madhukar Dhankude, (12) Karan Madhukar Dhankude, Sr. No. 11 and 12 minor, through their natural guardian father, Madhukar Pandharinath Dhankude, (13) Phulabal Laxman Kokate, (14) Nandabai Dnyaneshwar Junavane therein referred to as the Vendors, Narsing Sambhajirao Lagad therein referred to as the Consenting Party and Sakav Co-operative Housing Society Ltd. through their Chairman Shankarrao Narayanrao Jadhav therein referred to as the Purchaser, the Vendors therein sold, transferred and conveyed an area admeasuring 28.7 Ares out of the said Property No. 3 in favour of the Purchaser therein. The Consenting Party have given their consent to the aforesaid sale in the manner as stated therein. Pursuant to the aforesaid Sale Deed dated 30 May 2001, Mutation Entry No. 12495 dated 21 September 2001 came to be effected and the name of Sakav Co-operative Housing Society Ltd. through their Chairman Shankarrao Narayanrao Jadhav was recorded as owners in the 7/12 extract for the said Property No. 3.

n. By and under a Release Deed dated 26 February 2008, registered at the office of Sub-Registrar of Assurances at Haveli No. 19 under Serial No. 1642/2008, made and entered into between Sarika Hanumant Kokate nee Sarika Patil Dhankude therein referred to as the Releasor and Yuvraj Patil Dhankude and Somnath Patil Dhankude Releasees, the Releasor therein released all her rights, title and interest in an area admeasuring 9 Ares out of the said Property No. 3 in favour of the Releasees, without any consideration and on the terms and conditions more particularly mentioned therein.

o. Pursuant to the Release Deed dated 26 February 2008, the Releasor therein also executed a Power of Attorney of even date, registered at the office of Sub-Registrar Haveli No. 19 under Serial No.1643/2008, thereby appointing the Releasees therein as her Attorney to do all, acts, deeds, matters and things in respect of area admeasuring 9 Ares out of the said Property No. 3.



p. From Mutation Entry No. 17240 dated 9 July 2010, it appears that, Shantabai Pandharinath Dhankude expired on 3 September 1994 leaving behind following as her heirs: (i) Gajanan Pandharinath Dhankude, (ii) Patil Pandharinath Dhankude, (iii) Ashok Pandharinath Dhankude, (iv) Madhukar Pandharinath Dhankude. Accordingly, as the names of all the heirs of late Shantabai Pandharinath Dhankude were recorded, the name of Shantabai Pandharinath Dhankude was deleted from the 7/12 extract for said Property No. 3. I am unable to understand why the names of the (1) Phulabai Laxman Kokate, (2) Anandabai Dnyanadev Junavane, (3) heirs of Sudam Pandharinath Dhankude and (4) heirs of Namdev Pandharinath Dhankude were not recorded as one of the heirs of late Shantabai Pandharinath Dhankude, as their names were recorded as heirs of her husband Pandharinath Makaji Dhankude.

q. From Mutation Entry No. 21081 dated 5 June 2017, it observed that as per E-Mutation Project Edit Module, the handwritten records and computerized records were compared and further as per the (i) Government Notification bearing No. R.B.A./P.K. 180/L-1 dated 7 May 2016 and (ii) Order bearing No. REVSPM7601 dated 5 June 2017, passed by the Tehsildar, Raigad, directions were issued to carry out the corrections in the records of the various land including the said Property No.3. This entry has been effected merely to rectify the revenue record for mistakes occurring at the time of computerization of the revenue records and pursuant to this Entry, certain errors in respect of the said Property No. 3 were rectified. The said (i) Government Notification dated 7 May 2016 and (ii) Order dated 5 June 2017 are not available.

r. By and under a Deed of Confirmation dated 19 September 2018, registered at the office of Sub-Registrar of Assurances at Haveli No. 15 at Serial No.13053/2018, made and entered into between (1) Babytai alias Hirabai Sudam Dhankude, (2) Chandu Sudam Dhankude, (3) Kunda Sudam More, (4) Meenakshi Bhau Bavale, (5) Mandabai Namdeo Dhankude, (6) Meena Sampat Kaspate, (7) Megha Dattatray Sakhare, (8) Seema Tanaji Sakhare, (9) Neeta Khandu Mathere therein referred to as the Party of the First Part and Sakav Co-operative Housing Society Ltd. through their Chairman Shankarrao Naryanrao Jadhav therein referred to as the Party of the Second Part, the Party of the First Part confirmed the said Sale Deed dated 11 May 2001, registered at the office of Sub-Registrar



Haveli No. 4 at Serial No.5364/2001, in favour of the Party of the Second Party on the terms and conditions stated therein.

s. By and under an Indenture of Sale dated 19 September 2018, registered at the office of Sub-Registrar of Assurances at Haveli No. 15 at Serial No.13058/2018 executed by (1) Patil Pandharinath Dhankude, (2) Kachrabai Patil Dhankude, (3) Yuvraj Patil Dhankude, (4) Poonam Yuvraj Dhankude, (5) Somnath Patil Dhankude, (6) Usha Somnath Dhankude, (7) Manda Gajanan Dhankude, (8) Sagar Gajanan Dhankude, (9) Shraddha Sagar Dhankude, (10) Roopali Kaluram Hagawne (Miss Roopali Gajanan Dhankude), (11) Deepali Ramesh Gaware, (12) Pournima Shivaji Sutar, (13) Ashok Pandharinath Dhankude, (14) Aarti Sudhir Kute, (15) Prasad Ashok Dhankude, (16) Abhishek Ashok Dhankude, (17) Madhukar Pandharinath Dhankude, (18) Savita Madhukar Dhankude, (19) Shweta Madhukar Dhankude, (20) Karan Madhukar Dhankude, (21) Arjun Madhukar Dhankude therein referred to as the Vendors, (1) Babytai alias Hirabai Sudam Dhankude, (2) Chandu Sudam Dhankude, (3) Kunda Sudam More, (4) Meenakshi Bhau Bavale, (5) Mandabai Namdeo Dhankude, (6) Meena Sampat Kaspate, (7) Megha Dattatray Sakhare, (8) Seema Tanaji Sakhare, (9) Neeta Khandu Mathere therein referred to as the Consenting Parties and M/s. Sky Heights Landmarks LLP through their partners (1) Anita Shankarrao Jadhav and (2) Samarth Shankarrao Jadhav therein referred to as the Purchaser, the Vendors therein with the consent of the Consenting Party therein, sold, transferred and conveyed an area admeasuring 10 Ares out of the said Property No. 3 in favour of the Purchaser therein for the consideration and on the terms and conditions stated therein.

t. Pursuant to the Indenture of Sale dated 19 September 2018, the Vendors therein executed a Power of Attorney of even date registered at the office of Sub-Registrar Haveli No. 15 at Serial No.13059/2018 thereby appointing the Purchaser therein as their Attorney to do all, acts, deeds, matters and things in respect of area admeasuring 10 Ares out of the said Property No. 3.

u. By and under a Deed of Confirmation dated 25 September 2018, registered at the office of Sub-Registrar of Assurances at Haveli No. 15 at Serial No.13315/2018, made and entered into between Sarika Hanumant Kokate therein referred to as the Party of the First Part and M/s. Sky Heights Landmarks LLP through their partners (1) Anita Shankarrao Jadhav



and (2) Samarth Shankarrao Jadhav therein referred to as the Party of the Second Part, the Party of the First Part confirmed the said Sale dated 19 September 2018, registered at the office of Sub-Registrar of Assurances at Haveli No. 15 at Serial No.13058/2018 in favour of the Party of the Second Party on the terms and conditions stated therein.

V. on the perusal of the 7/12 extract for the period 1987-88 to 2008-09 in respect of the property No. 3, it appears that remark No (1) Patil , (2) Gajanan (3) Ashok (4) Madhukar shall each of 1/6 share and Satav Co-Operative Housing Society Limited shall have 2/6 share in the well situated on 1 Ares of land was recorded in other rights of column therein. I am unable to ascertain how the name was recorded as I have not come across any revenue record by which the directions were issued to record the aforesaid remark. However, it further appears that the aforesaid remark was subsequently deleted from the 7/12 extract for the period 2018-19 to 2020-21 onwards.

**D. Common Devolution with respect to the said Properties:**

a. By and under a Deed of Conveyance dated 9 September 2021 registered at the office of Sub-Registrar of Assurances at Haveli No. 16 at Serial No.12651/2021, made and entered into between (1) Sakav Co-Operative Housing Society Limited, represented through it's Chairman Shankarrao Narayanrao Jadhav therein referred to as the Vendor and Kanika Infracon LLP through it's designated Partner Bharat Dewkinandan Agarwal therein referred to as the Purchaser, the Vendor therein sold, transferred and conveyed said Property No.1, said Property No.2 and an area admeasuring 47 Ares out of the said Property No. 3 in favour of the Purchaser therein for the consideration and on the terms and conditions stated therein.

b. Pursuant to the Deed of Conveyance dated 9 September 2021, the Vendor therein executed a Power of Attorney of even date registered at the office of Sub-Registrar Haveli No. 16 at Serial No.12652/2021 thereby appointing the Purchaser therein as their Attorney to do all, acts, deeds, matters and things in respect of said Property No.1, said Property No.2 and an area admeasuring 47 Ares out of the said Property No. 3.

c. Further pursuant to the said Deed of Conveyance dated 9 September 2021, Mutation Entry No. 23195 dated 21 September 2021, came to be effected and the name of Kanika



Infracon LLP was recorded as owner in the 7/12 extract of the said Property No. 1, said Property No. 2 and of a portion of land admeasuring 47 Ares out of the said Property No. 3

d. By and under a Deed of Conveyance dated 15 November 2021, registered at the office of Sub-Registrar of Assurances at Haveli No. 10 at Serial No.25411/2021, made and entered into between Sky Heights Landmarks LLP through their partners (1) Anita Shankarrao Jadhav and (2) Samarth Shankarrao Jadhav therein referred to as the Vendor and Kanika Infracon LLP through it's designated Partner Bharat Dewkinandan Agarwal therein referred to as the Purchaser, the Vendor therein sold, transferred and conveyed a portion of land admeasuring 10 Ares out of the said Property No. 3 in favour of the Purchaser therein for the consideration and on the terms and conditions stated therein.

e. Pursuant to the Deed of Conveyance dated 15 November 2021, the Vendor therein executed a Power of Attorney of even date registered at the office of Sub-Registrar Haveli No. 10 at Serial No. 25412/2021, thereby appointing the Purchaser therein as their Attorney to do all, acts, deeds, matters and things in respect of an area admeasuring 10 Ares out of the said Property No. 3.

**3. Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act")**

a. It appears that Amruta Bahiru Kalamkar and Others, being the owners of said Property No. 1 had filed returns under Section 6(1) of the ULC Act in respect of land bearing Survey Nos. 78/2, 78/8/2, 162/4, 294/1 and the said Property No. 1. Pursuant thereto an Order dated 16 March 2002 in Case bearing No. 2229-KA, under Section 8(4) of ULC Act came to be passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune ("**said Authority**"). From the said Order dated 16 March 2002, it appears that as Survey No. 294/1 was an agricultural land, the same was removed from the calculation under ULC Act. It further appears that Amruta Bahiru Kalamkar and others were holding a portion of land admeasuring 4500 Sq.Mtrs. as vacant land and Amruta Bahiru Kalamkar and others had requested that they were entitled to exemption of 3 Ceiling Units out of the total vacant land and that the retainable land shall be from Survey No. 78/2 and the said Property No. 1. Thus, by the said Order dated 16 March 2002, the said Property No. 1 was declared as retainable.



b. It appears that Subhash Prabhakar Dhankude and Others, being the owners of said Property No. 2 had filed returns under Section 6(1) of the ULC Act in respect of certain lands including the said Property No. 2. Pursuant thereto by the Order dated 21 March 2001 passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune, under section 8(1) of the ULC Act, in Case No. 1101 – DA, the Competent Authority held the said Property No. 2 does not fall within the ambit of provisions of ULC Act and the provisions of the same are not applicable to it.

c. It appears that Ashok Pandharinath Dhankude and Others, being the owners of said Property No. 3 had filed returns under Section 6(1) of the ULC Act in respect of certain lands including the said Property No. 3. Pursuant thereto by the Order dated 21 March 2001 passed by the Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune, under section 8(1) of the ULC Act, in Case No. 1102 – DA, the Competent Authority held the said Property No. 3 does not fall within the ambit of provisions of ULC Act and the provisions of the same are not applicable to it.

#### 4. INDEX II SEARCHES

Mr. Kailash M. Thorat, Advocate, has carried out search of the Index-II registers maintained with the concerned offices of Sub-Registrar of Assurances at Haveli, Pune, for the years 1991 to 2021 i.e. for 30 years with respect to the said Property and he has submitted his Search Report dated 2 October 2021. During the process of conducting such searches, Mr. Kailash M. Thorat found that the records maintained with the various offices of Sub-Registrar of Assurances for certain years are torn, entirely not readable or not available. Mr. Kailash M. Thorat has recorded the particulars of such years for which the records torn, entirely not readable or not available in his aforesaid Search Report dated 2 October 2021. From the said Search Report dated 2 October 2021 it appears that, no entries adverse to the title of Kanika Infracon LLP to the said Property appear to have been found during the aforesaid searches.

#### 5. MORTGAGES



The said Property and/or any part/s thereof have not been mortgaged to any bank or financial institutions nor any encumbrances or any third-party rights of any nature whatsoever have been created in respect of the said Properties.

**6. LITIGATION**

The said Property and/or any part/s thereof are not the subject matter of any suit, revenue proceeding, tax proceeding, ULC proceeding, appeal, petition, etc. nor the same is the subject matter of any attachment either before or after judgment and there is no notice of Lis-Pendens or attachment subsisting or pending in respect of the said Property. We have relied upon the said Letter.

**7. CONCLUSION**

In view of what is stated hereinabove and subject to what is stated hereinabove, I certify that Kanika Infracon LLP are the owners of the said Properties and have a clean, clear and marketable title thereto.;

  
Swapnil Abhyankar  
Advocate

