

SEARCH REPORT

Under the instructions of my client M/s Wamanbhau and Daga Realtors, registered Partnership Firm, through its partners, 1. Mr. Rajendra Vishnu Khade and others, I have caused to take the search from last 30 years i.e. from 1993 till 2023 (till date of the search), in respect of the under mentioned property, and my report whereof is as under:-

A) Description of the Property:

i) All the piece and parcel of land bearing Sr. No. 121/1+2, having its C.T.S No. 9545 (part) and 9546 (part) totally admeasuring about area 10600 sq. mtrs

ii) All the piece and parcel of land bearing Sr. No. 120/1+2/1, having C.T.S. No.9544 (part) admeasuring 1400 sq. mtrs.

totally 12,000 sq. mtrs being and lying at Village Rahatani, Tal. Haveli, Dist. Pune and within the jurisdiction and limits of Pimpri Chinchwad Municipal Corporation, and also Sub-Registrar office of Haveli jointly bounded as follows:

Towards East : 18 mtr D.P Road going through Sr. No.121/1/2 and 120/1/2/1 corresponding C.T.S No. 9544, 9545, 9546.

Towards South : Property out of Sr. No. 122 (part) and Sr.no.73 (part) i.e corresponding CTS No. 9547

Towards West : Remaining portion of Sr.no 121/1+2 and Sr. No. 120/1+2/1 C.T.S. no.9544, 9545, 9546

Towards North : Sr. No. 115 and 116 i.e corresponding CTS No. 9035, 9034, 8878, 8875, 8874, 8872 and 8824

Such landed property containing the right Title and Interest of Vahivaat, Easement and Road, is the subject matter of this Search and hereinafter referred to as "Said Land Property".

B) List of Documents scrutinized:

- i. 7/12 Extracts
- ii. Mutation Entries:
203, 879, 24230



C) Registered Documents:

- i) Will Deed dated 11/07/1963 bearing Sr. No. 1208/1963.
- ii) DAPA dated 27/12/2006 bearing Sr. No. 10434/2006 and 10435/2006.
- iii) DAPA dated 25/07/2007 bearing Sr. No. 3991/2007 and 3992/2007.
- iv) DAPA dated 27/06/2007 bearing Sr. No. 4760/2007.
- v) Cancellation Deed dated 01/11/2007 bearing Sr. No 9105/2007
- vi) Correction Deed dated 27/11/2009 bearing No. 8550/2009
- vii) Correction Deed dated 27/11/2009 bearing No. 8551/2009
- viii) Correction Deed dated 27/11/2009 bearing No. 8552/2009
- ix) Correction Deed dated 27/11/2009 bearing No. 8553/2009
- x) Sale Deed dated 30/03/2010 bearing Sr. No. 2820/2010
- xi) Development Agreement dated 21/07/2023 bearing Sr. No. 13108/2023.

xii) Power of Attorney dated 21/07/2023 bearing Sr. No. 13109/2023.

xiii) Demarcation Map bearing no. 5347/2023 and 5348/2023.

C) History and Tracing of Ownership:

1. It appears from the records that, the above said property is the self-acquired property of Smt. Taibai Krishnaji Rajawade and her name has been entered in the 7/12 extract vide mutation entry no. 203.
2. It appears from the records that, Smt. Taibai Krishnaji Rajawade had died on 05/08/1963 without leaving any legal heirs. During her lifetime Shri. Vitthalrao Rajawade had taken care of Smt. Taibai Krishnaji Rajawade. Shri Vitthalrao Rajawade had son namely- 1) Shri. Shivaji Vitthal Rajawade, 2) Ankush Vitthal Rajawade.
3. It appears from the records that, Smt. Taibai Krishnaji Rajawade had executed Will Deed in favour of Shri. Shivaji Vitthal Rajawade and Ankush Vitthal Rajawade vide dated 11/07/1963 bearing Sr. No. 1208/1963 duly registered at the office of Jt Sub Registrar Haveli No. 2.
4. It appears from the records that, Ankush Vitthal Rajawade gave an application to the revenue authorities for mutation of their names on the 7/12 extract of the properties owned by the Smt. Taibai Krishnaji Rajawade as per registered Will. The revenue officer of the village had entered the names of the Ankush Vitthal Rajawade and Shivaji Vitthal Rajawade as per mutation Entry No. 879.



5. It appears from the records that, Shivaji Vitthal Rajawade, Ankush Vitthal Rajawade had executed an Development Agreement and Power of Attorney of the remaining land excluded by PCNTDA admeasuring Sr. No. 121/1+2 corresponding CTS No. 9545, 9546 (8500 sq. mtrs) and Sr. No. 121/1+2/1 corresponding CTS No. 9544 (3500 sq. mtrs) with M/s Karan Developers through its partners i.e Gulab Sitaldas Ratnani, Pawan Raghulmal Wadhwani vide dated 30/12/2006 bearing Sr. No. 10434/2006 and 10435/2006 resp. duly registered at the office of Jt Sub Registrar Haveli No. 5.

6. It appears from the records that, Shivaji Vitthal Rajawade, Ankush Vitthal Rajawade through their POA holders i.e M/s. Karan Developers through its partners i.e Gulab Sitaldas Ratnani, Pawan Raghulmal Wadhwani had executed an Development Agreement and Power of Attorney of the land admeasuring of Sr.no.121/1+2 CTS no.9545, 9546 (8500 sq. mtrs) and Sr.no.121/1+2/1 CTS no.9544 (3500 sq. mtrs) with Aswani Associates through Shamandas Aswani vide dated 25/04/2007 bearing Sr. No. 3991/2007 and 3992/2007 duly registered at the office of Jt Sub Registrar Haveli No.17.

7. It appears from the records that, Shivaji Vitthal Rajawade, Ankush Vitthal Rajawade through their POA holder as well as consenting parties i.e M/s. Karan Developers through its partners i.e Gulab Sitaldas Ratnani, Pawan Raghulmal Wadhwani had executed Development Agreement and Power of Attorney of the land admeasuring of Sr.no.121/1+2 CTS No. 9545, 9546 (8500 sq.mtrs) and Sr. No. 121/1+2/1 CTS no. 9544 (3500 sq.mtrs) with Shiv Sai Associates, partnership firm

i.e Ritesh Prakash Lakwani, Khubo Mohandas Mangtani, Sharda Suresh Dharmani, Pradeep Mangaram Lula, Narendra Dattratraya Joshi vide dated 27/06/2007 bearing Sr. No. 4760/2007 duly registered at the office of Jt Sub Registrar Haveli No. 15.

8. It appears from the records that, Aswani Associates through Shamandas Aswani Shivaji Vitthal Rajawade, Ankush Vitthal Rajawade through their POA holder i.e M/s. Karan Developers through its partners i.e Gulab Sitaldas Ratnani, Pawan Raghulal Wadhwani had executed Cancellation Deed of (doc. No. 3991/2207 and 3992/2007) of land vide dated 01/11/2007 bearing Sr. No 9105/2007 duly registered at the office of Jt Sub Registrar Haveli No. 5.

9. It appears from records that, there was correction of the area in abovementioned DA PA bearing Sr. No. 10434/2006 and 10435/2006 and DA PA bearing Sr. No. 4760/2007 and 4761/2007. It was corrected vide Correction Deeds bearing no. 8550/2009, 8551/2009, 8552/2009 and 8553/2009 dated 27/11/2009 wherein the incorrect area Sr.no.121/1+2 CTS No. 9545, 9546 (8500 sq.mtrs) and Sr. No. 121/1+2/1 CTS no. 9544 (3500 sq.mtrs) was corrected as Sr.no.121/1+2 CTS No. 9545, 9546 (10600 sq. mtrs) and Sr. No. 121/1+2/1 CTS no. 9544 (1400 sq.mtrs). Said Correction Deeds were duly registered at office of Jt. Sub Registrar Haveli No. 5.

10. It appears from the records that, Shivaji Vitthal Rajawade, Ankush Vitthal Rajawade through their POA holder M/s. Karan Developers through its partners i.e Gulab Sitaldas Ratnani,



Pawan Raghulal Wadhwani through their POA holder Shiv Sai Associates, partnership firm i.e Ritesh Prakash Lakwani, Khubo Mohandas Mangtani, Sharda Suresh Dharmani, Pradeep Mangaram Lula, Narendra Dattratraya Joshi and M/s. Karan Developers as Consenting party had sold transferred and conveyed the said property admeasuring Sr. No. 121/1+2 CTS No. 9545, 9546 (10600 sq.mtrs) and Sr. No. 121/1+2/1 CTS No. 9544 (1400 sq. mtrs) to M/s R.M Associates, partnership firm i.e Rohidas Maruti Jadhav, Haridas Maruti Jadhav vide Sale Deed dated 30/03/2010 bearing Sr. No. 2820/2010 duly registered at the office of registrar Haveli no.19. The names of the purchasers had entered into the 7/12 extract vide Mutation Entry no. 24230.

11. Thereafter, M/s R. M Associates, partnership firm i.e Rohidas Maruti Jadhav, Haridas Maruti Jadhav vide Development Agreement and Power of Attorney dated 21/07/2023 duly registered at the office of Sub Registrar Haveli No. 26 on Sr. No. 13108/2023 and 13109/2023 respectively, transferred the development rights to M/s Wamanbhau and Daga Realtors, partnership firm for joint development of the said property.
12. Further, M/s Wamanbhau and Daga Realtors have undertook the demarcation of the said property vide Hadkayam Mo Ra No. 5347/2023 and 5348/2023.

D) Other Transactions:

Upon the perusal of the documents it can be seen that, I have not came across any adverse entries in the above said property.

E) Evidence of Possession:

M/s R.M Associates, partnership firm i.e Rohidas Maruti Jadhav, Haridas Maruti Jadhav are sufficiently in possession of said land property vide registered sale deed and further, M/s Wamanbhau and Daga Realtors have got sole and exclusive right vide registered Development Agreement to develop the said property and construct building on the said property consisting of various office/units/shops and sell the same to prospective purchasers of their choice.

F) Litigations and Discrepancies:

For the above search it can be seen that there is no disputes, encumbrances or any charge against the said property.

G) Public Notice:

No Public Notice was published.

H) Search:

Further, we have examined the documents described herein before in relation to the property. We have also carried out the e-search on the Govt. website: www.igrmaharashtra.gov.in as instructed by the IGR Maharashtra circulars and subject to the constraint regarding upgrading the website. Subject to the constraints regarding the availability and timely updates of the record in the offices of Sub Registrar, Haveli, Pune, we have not come across any adverse entry.

I) Assumptions:

1. The Individuals who have executed the documents referred in the Search Report were at that time legally competent to enter into a contract as per the provisions of The Indian Contract Act, 1972.
2. Other than specifically stated herein there are no amendments to the documents that were perused for the purpose of this opinion.

3. The consideration agreed for the development of the said land was adequate and in fact fully complied with. The signature on the documents are the signatures of the Executants so signing the document and that no fraud or mistake has been committed while executing the documents.
4. The amount of Stamp Duty and Registration Fees paid on the documents are accurate and adequate in all respects and that all these documents have been validly executed and registered as required by the Law at the time of execution and registration thereof.
5. The Photocopies of the document provided to us for our perusal are the same as the originals.
6. In cases where no documents were forthcoming and in respect of which information was provided by the Developer, we have assumed that such information is factually correct.
7. In cases where any person/s has/have signed any documents in a representative capacity claiming therein to be partner of any partnership firm, Power of Attorney holder we have assumed that such information is factually correct.
8. All the persons whose signatures were required in order to validly and effectively transfer the said land had in fact signed such documents.

J) Disclaimers:

1. As the revenue records are written in Marathi language, hence we have understood its contents and interpreted the same as it is interpreted in normal legal parlance.

2. Unless specifically mentioned otherwise, the documents perused by us and mentioned in this opinion are photocopies.
3. The defined terms and expressions are solely for the ease of reading and understanding this opinion.
4. It is informed to me that, the documents supplied for scrutiny are genuine and as per the originals and there are no other transactions and/or litigations pertaining to the said property barring the aforesaid, relying upon the same, we have issued the present opinion. We restrict our investigation to verify the ownership on the available documents and information only. We are issued the opinion on the basis of the documents mentioned herein and no other documents including the revenue record of previous years have been provided to us for our perusal.
5. This opinion is addressed to the M/s Wamanbhau and Daga Realtors alone. This opinion may not be furnished, quoted relied on by any person or entity others than the M/s Wamanbhau and Daga Realtors for any purpose without our prior written consent.
6. We have not carried out any searches in any court and have presumed that there is no pending litigation, proceedings, enquiry etc. before any court of law, tribunal, etc. in respect of the said land except the suit history mentioned hereinabove.

K) Miscellaneous:



In no event shall we or myself individually, be liable for any consequential, special, incidental, punitive loss, damage or expenses including without limitation, lost profit, loss of opportunity costs and such like costs to any person, firm, bank or corporation whatsoever and that the maximum liability upon us in relation to the issuance of

the present opinion in respect of the said land shall be limited to 20% of the fees received.

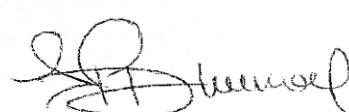
L) Opinion:

After the perusal of the documents supplied to me and the search caused, I opine that, the developer M/s Wamanbhau and Daga Realtors, by virtue of above recitals have got right to commence and complete construction of the building as per the sanctioned plan and further to develop the said plot by constructing thereon multi storied building consisting residential/commercial tenements also to transfer/sell the said tenement to the prospective purchasers for the consideration they deemed fit and proper.

M) Search Fee:

The Search Receipt Fees for the search report are paid vide E-Challan bearing GNR No. MH008489123202324P dated 23/09/2023 attached herewith.

Date: 23/09/2023
Pune


Adv. Shridhar M. Dhumal
For SDL Legal Associates

