

To,
Maha RERA

LEGAL TITLE REPORT

SUBJECT – Title Clearance Certificate, in respect of all that piece and parcel of a separated landed property,

(A) bearing Survey No.139/2/1, totally admeasuring 00 Hectare, 40 Ares i.e. 4000 Sq.mtrs., assessed at Rs. 1.30 AND B) a separated area, admeasuring 00 Hectare, 40 Ares i.e. 4000 Sq.mtrs., from and out of the larger area, admeasuring 00 Hectare, 58 Ares, i.e. 5800 Sq.mtrs., from and out of the entire land, Survey No. 139/2/2/1(part) totally admeasuring 00 Hectare 78 Ares, i.e. 7800 Sq.mtrs., (including pot kharaba 00 Hectare, 02 Ares), assessed at Rs. 01.96, both the said lands, adjoining to each other, lying, being and situated at Revenue Village- Ravet, Taluka- Haveli, District- Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub Registrars, Haveli(Pune).

I was entrusted with an assignment by M/s. Dolphin Realty, a Partnership Firm, registered under the provisions of Indian Partnership Act, 1932, having its registered office at - Plot No.151, Sector No.24, Pradhikarn, Nigdi Pune – 411 044, represented through its Partners, 1) Mr. Dilip Satyanarayan Gupta and 2) Mr. Dinesh Satyanarayan Gupta, to have Search for the last 30 years and Title Report, in respect of the landed properties, referred to hereinabove, more particularly described in the Schedule written hereunder, and for the sake of convenience hereinafter referred to as the 'said properties'.

1) DESCRIPTION OF THE PROPERTY :

(BEING DESCRIPTION OF THE PROPERTY WHICH IS/ARE THE SUBJECT MATTER OF THIS REPORT),

All those piece and parcel of landed properties:-

(A) bearing Survey No. 139/2/1,totally admeasuring 00 Hectare, 40 Ares i.e. 4000 Sq.mtrs., assessed at Rs. 1.30

AND

B) a separated area, admeasuring 00 Hectare, 40 Ares i.e. 4000 Sq.mtrs., from and out of the larger area, admeasuring 00 Hectare, 58 Ares i.e. 5800 Sq.mtrs., from and out of the entire land, Survey No. 139/2/2/1(part) totally admeasuring 00 Hectare 78 Ares i.e. 7800 Sq.mtrs., (including pot kharaba 00 Hectare, 02 Ares), assessed at Rs. 01.96.

Both the said lands, adjoining to each other, lying, being and situated at Revenue Village- Ravet, Taluka-Haveli, District-Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub Registrars, Haveli(Pune), and the same are jointly bounded as follows :-

- On or towards the East : By land, Survey No. 139 (part)
On or towards the South : By adjoining Road,
On or towards the West : By land, Survey No. 139 (part)
On or towards the North : By land, Survey No. 140 (part)

2) THE DOCUMENTS OF THE LAND:-

- i) 7/12 Extract of Survey Number 139/2/1 from 1992 to 2023
ii) 7/12 Extract of Survey Number 139/2/2/1(part) from 1992 to 2023
iii) That the Mutation Entry No. 443,
iv) That the Mutation Entry No. 853,

(A) AS REGARDS SURVEY NO. 139/2/1 :

1. That the Mutation Entry No. 1230,
2. That the Mutation Entry No.1375,
3. That the Mutation Entry No. 1407,
4. That the Mutation Entry No. 1423,
5. A Sale Deed, dated- 24/05/1969, registered at Sr. No. 2461/1969
6. That the Mutation Entry No. 2814,
7. A Sale Deed, dated- 27/01/1988, registered in the office of Joint Sub Registrar, Haveli- II, at Sr. No. 1170/1988
8. That the Mutation Entry No. 2815,

9. That the Mutation Entry No. 6746,
10. That the Mutation Entry No. 8277,
11. That the Mutation Entry No. 8355,
12. That the Mutation Entry No. 9242,
13. That the Mutation Entry No. 9640,
14. That the Mutation Entry No. 10032,
15. That the Mutation Entry No. 10110,
16. Development Agreement, Sr. No. 6162/13

(B) AS REGARDS SURVEY NO. 139/2/2/1(part) :

1. That the Mutation Entry No. 853,
2. That the Mutation Entry Nos. 1225 & 1297,
3. That the Mutation Entry No. 1330,
4. That Mutation Entry No.1375,
5. That the Mutation Numbers 1479, 1675, 1681, 1841 and 1842,
6. That the Mutation Entry No. 1546,
7. That the Mutation Entry No. 1948,
8. That the Mutation Entry No. 2208,
9. That the Mutation Entry No. 2218,
10. A Sale Deed, dated- 27/11/1987, duly registered in the office of Sub Registrar, Haveli -II, at Sr. No. 15275/1987,
11. That the Mutation Number. 2808.
12. That the Mutation Entry No. 2266,
13. That the Mutation Entry No. 5166,
14. That the Mutation Entry No. 5627,
15. A 'Partition Deed', dated -08/10/2002, registered in the office of Sub Registrar, Haveli -14, at Sr. No. 5988/2002,
16. That the Mutation Entry No. 6746,
17. That the Mutation Entry No. 7159,
18. That the Mutation Entry No. 7088,
19. That the Mutation Entry No. 7207,

20. A 'Release Deed', dated- 19/12/2006 registered in the office of Sub Registrar, Haveli No. 17, at Sr. No. 10287/2006,
21. That the Mutation Entry No. 8242,
22. That the Mutation Entry No. 8277,
23. That the Mutation Entry No. 8355,
24. That the Mutation Entry No. 9234,
25. That the Mutation Entry No. 9242,
26. A 'Joint Venture Agreement', dated- 08/08/2013, registered on 16/08/2013, in the office of Sub Registrar, Haveli No.11, at Sr. No. 6162/2013,
27. Irrevocable General Power of Attorney, which is registered in the office of Sub Registrar, Haveli No.11, at Sr. No. 6163/2013, on 16/08/2013.
28. That the Mutation Entry No. 9346,
29. A 'Release Deed', dated -11/07/2014, duly registered in the office of Sub Registrar, Haveli No.5, at Sr. No. 5736/2014,
30. That the Mutation Entry No. 9763,
31. That the Mutation Entry No. 9993,
32. 'Release Deed', dated- 17/05/2007, registered in the office of Sub Registrar, Haveli No.5 , at Sr. No. 4182/2007,
33. That the Mutation Entry No. 10032,
34. That the Mutation Entry No. 10110,
35. Copy of a Demand Notice was sent by "Joint Sub Registrar-Class 1, Collector of Stamps, Pune, dated- 7/06/2022, vide ref. no. Ja.Kra.Sajini/Push.A.Yo.- 2022/Malep/H-11/Pari Kra.2/13/ Dasta Kra.6162-13/364, dated-7/6/2022, to the Developer 'Dolphin Realty, through its Partner, Mr. Dilip Satyanarayan Gupta
36. Amnesty Scheme- 2022 Challan copies, reference no. - i) Joint Sub Registrar, Haveli 11, GRN MH005383750202223E, dated -22/07/2022 and Rs.9,94,500/-towards fine and ii) penalties, to the office of Joint District Registrar, Pune Urban, Pune, vide Challan Ref. No. GRN MH005385929202223E, dated -22/07/2022
37. Paper Notice dtd. 06/05/2022 Published in daily Prabhat news paper.

3) Search for the last 30 years has been carried out and completed, in respect of the said properties, in the concerned offices of the Sub Registrars, Haveli, (Pune), by way of E-Search, and verification of records, for the period referred to above, under Search Receipt No. MH004847672202223E, dated- 12/07/2022 and Receipt no. MH009288853202324E, dated 10/10/2023, issued by the Sub Registrar, Haveli No. 10, (Pune). The said Original Search Receipt is attached to this Report, forming part of it. From the record that was made available for my inspection, except the following, no transaction of any sort, was found to be recorded in respect of the said property.

On perusal of the above mentioned documents and all other relevant documents relating to title of the said properties, it would be seen that the said property is/are free from all encumbrances and reasonable doubt and I am of the opinion that the said Owner, M/s. Dolphin Realty, a Partnership Firm, registered under the provisions of Indian Partnership Act, 1932, Pune, has clean and clear marketable title to the said properties,

4) OWNERS OF THE LAND :-

1) Mr. Daulat Pandurang Bhondve, for himself and as Karta of his HUF, 2) Mrs. Sushila Daulat Bhondve 3) Mr. Kuldip Daulat Bhondve 4) Kum-Kirti Daulat Bhondve, 5) Mrs. Chaitrali Kiran Khanekar, are the absolute Owners of the properties, 1) Survey No. 139/2/1, totally admeasuring 00 Hectare, 40 Ares i.e. 4000 Sq.mtrs., and 2) a separated area, admeasuring 00 Hectare, 40 Ares i.e. 4000 Sq.mtrs., from and out the larger area, admeasuring 00 Hectare, 58 Ares i.e. 5800 Sq.mtrs., from and out of the entire land, Survey No. 139/2/2/1(part), totally admeasuring 00 Hectare, 78 Ares i.e. 7800 Sq.mtrs., (including pot kharaba 00 Hectare, 02 Ares).

The Report reflecting the flow of the title of the Owners, on the said land is enclosed herewith as annexure

Pune,
Dated - 12/10/2023,

(D. V. NANEKAR),
ADVOCATE,



Ref

Date :-12/10/2023

ANNEXURE
FLOW OF THE TITLE OF THE LAND

The landed properties (A) bearing Survey No.139/2/1, totally admeasuring 00 Hectare, 40 Ares i.e. 4000 Sq.mtrs., assessed at Rs. 1.30 AND B) a separated area, admeasuring 00 Hectare, 40 Ares i.e. 4000 Sq.mtrs., from and out of the larger area, admeasuring 00 Hectare, 58 Ares i.e. 5800 Sq.mtrs., from and out of the entire land, Survey No. 139/2/2/1(part) totally admeasuring 00 Hectare 78 Ares i.e. 7800 Sq.mtrs., (including pot kharaba 00 Hectare, 02 Ares), assessed at Rs. 01.96, both the said lands, adjoining to each other, lying, being and situated at Revenue Village- Ravet, Taluka- Haveli, District- Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub Registrars, Haveli(Pune).

From the record that was made available for my inspection, except the following, no transaction was found to be recorded in respect of the said properties, adversely affecting the title of the said properties. This Report is solely based on the record that was made available for my inspection.

Besides the above, I was also made available certain revenue record and deeds for my inspection.

This Report is restricted to the above said properties which are the subject matter of this Report and therefore, other irrelevant mutation entries and documents have been avoided.

That it seems from the Mutation Entry No. 443, duly certified, that as per Falni Namuna Number 12, Survey No. 139, Hissa No. 2, totally admeasuring 5 Acres, 32 Gunthe, (including pot kharaba, 02 gunthe), was recorded in the name of one Shri. Kashiram Ganpati alias Khandu Bhondve, as the owner of the said property.

That the Mutation Entry No. 853, duly certified, indicates that the above said Owner, Shri Kashinath Khandu Bhondve, sold part of an area, admeasuring 01 Acre, from and out of the land, Survey no. 139/2, to the Purchaser therein, Shri Trimbak Vithu Bhondve, by virtue of a Sale Deed, dated- 10-03-1953. Based on the said Sale Deed, an effect was given to the record of rights of the said land, and the Original Survey no. 139/2, was further sub divided as follows :-

Survey No.	Area	Aakar	Name of Possessor
139/2/1	1 Acre	1.4.9	Trimbak Vithu Bhondve
139/2/2	4 Acres, 31 Gunthe,	6.3.3	Kashinath Khandu Bhondve

PROPERTYWISE TITLE FLOW IS AS UDNER :-

(A) AS REGARDS SURVEY NO. 139/2/1 :

1. That the Mutation Entry No. 1230, duly certified, indicates that , on the receipt of Tagai Form No.2 from the Mamledar, Haveli, one of the above said Owners, Shri Trimbak Vithu Bhondve, availed tagai loan and the remark of the same, was recorded in other rights column of the said property.

2. That the Mutation Entry No.1375, duly certified, indicates that the provisions of Maharashtra Weights and Measurements Act, 1958 and Indian Coinage Act, 1955, have been made applicable to village Ravet and as such New Metric System was introduced.

3. That the Mutation Entry No. 1407, duly certified, indicates that as per the Order of the Collector, vide ref. no. Hukum Number Tagai Vashi/2270/69, dated- 14/10/1969, since the Tagai loan, along with the interest, was fully deposited with the Government, the encumbrances of the said loan, recorded in other rights column, was removed from the other rights column of the said property.

The said repayment of loan amount, along with the interest was obtained from the Bank of India. Since the Undertaking of the said loan amount was presented by the Government with the said Bank of India, on behalf of the Borrowers, the said landed properties were mortgaged with the Government, by a Mortgage Deed, and accordingly, an encumbrances of the said loan amount and the guarantee fees payable to the Bank of India, were recorded, in other rights column of the said property.

4. That the Mutation Entry No. 1423, duly certified, indicates that the above said Owner, Shri. Trimbak Vithu Bhondve, expired intestate, on- 08/12/1970, leaving behind him, a son 1) Shri. Bajirao Trimbak Bhondve, daughters, 2) Kalawati Bandu Gaware 3) Dagdabai Trimbak Bhondve, as his legal heirs. Shri. Bajirao Trimbak Bhondve, was recorded as the Karta of his HUF, on the record of rights of the said property, left behind by the said deceased.

5. That the Mutation Entry No. 2814, duly certified, indicates that the above said Owner, Shri. Trimbak Vithoba Bhondve, sold his entire land to the Purchaser therein, Shri. Kashinath Khandu Bhondve, by a Sale Deed, dated- 24/05/1969, registered at Sr. No. 2461/1969. Based on the above said registered Sale Deed, an effect was given to the record of rights of the said property.

6. That the Mutation Entry No. 2815, duly certified, indicates that, by virtue of a Sale Deed, dated- 27/01/1988, registered in the office of Joint Sub Registrar, Haveli- II, at Sr. No. 1170/1988, the above said Owner, Shri. Kashinath Khandu Bhondve, sold the said land, bearing Survey No. 139/2/1, admeasuring 00 Hectare, 40

Ares i.e. 4000 Sq.mtrs., to and in favor of the Purchaser therein, Shri. Daulat Pandurang Bhondve. Based on the said registered Sale Deed, an effect was given to the record of rights of the said property.

7. That the Mutation Entry No. 6746, duly certified, indicates that the above said Owner, Shri Daulat Pandurang Bhondve, obtained loan of Rs. 2,00,000/- from Kivale VKSS, Pune, against the mortgage of the said land. The encumbrance of the said mortgage was recorded in other rights column of the said property.

8. That the Mutation Entry No. 8277, duly certified, indicates that the above said Owner, Shri. Daulat Pandurang Bhondve, made EKRAR with Kivale VKSS by obtaining an amount of Rs. 2,00,000/-. The encumbrance of the said loan was recorded in other rights column of the said property.

9. That the Mutation Entry No. 8355, duly certified, indicates that thereafter, the above said Owner, Shri. Daulat Pandurang Bhondve, repaid the entire loan along with an accumulated interest thereon, to KIVALE – RAVET VKSS. Accordingly, the encumbrance of the said loan recorded, was duly removed from the other rights column of the said property.

10. That the Mutation Entry No. 9242, duly certified, indicates that the above said Owner, Shri. Daulat Pandurang Bhondve, made EKRAR with Kivale-Ravet VKSS by obtaining an amount of Rs. 3,00,000/-. The encumbrance of the said loan was recorded in other rights column of the said property.

11. That the Mutation Entry No. 9640, duly certified indicates that, as per E-Mutation Entry Project under Government Circular Ref.No.kr.ra.bhu.a/pra kra. 180/L-1, dated-07/05/2016, and as per the Order, dated- 28/12/2016, passed by the Tahasildar- Haveli Taluka, District- Pune ,made correction in 7/12 extract of said landed property.

12. That the Mutation Entry No. 10032, duly certified, indicates that the above said Owner, Shri. Daulat Pandurang Bhondve, repaid fully, the entire loan of Kivale – Ravet VKSS. Accordingly, on receipt of letter from the above said Society, dated- 22/01/2018, an encumbrance of the said Society, recorded, was removed from the other rights column of the said property.

13. That the Mutation Entry No. 10110, duly certified, indicates that, on receipt of Order from the "Joint Sub Registrar-Class 1, Collector of Stamps, Pune Office, Pune, vide its Revenue Recovery Certificate No.Sajini/Push /Malep/H-11/Pari Kra.2-2013/ Dasta Kra. 6162-13 / 3858 / 2018, dated-29/05/2018, an encumbrance for the deficit amount of stamp duty, Rs. 1,01,31480/- applicable on the Development Agreement, Sr. No. 6162/13 of the Developer 'Dolphin Realty', through its Partner, Shri. Dilip Satyanarayan Gupta, in respect of an area, admeasuring 00 Hectare, 80 Ares, i.e. 8000 sq. meters, was recorded respectively, on the other rights column of the said landed properties, bearing Survey Nos. 139/2/1 and 139/2/2(part).

(B) AS REGARDS SURVEY NO. 139/2/2/1(PART) :

1. That as per the Mutation Entry No. 853, the remaining land, bearing Survey No. 139/2/2, totally admeasuring 04 Acres, 31 Gunthe, was recorded in the name of the above said Shri. Kashinath Khandu Bhondve.

2. That the Mutation Entry Nos. 1225 & 1297, duly certified, indicate that on receipt of Tagai Form No.2 from the Mamledar, Tal- Haveli, the above said Owner, Shri. Kashinath Khandu Bhondve, availed 'Tagai Loan' of Rs. 5000/-, on 26/2/66 and Rs. 800/- on 24/3/66, respectively' and hence the encumbrances of the same, were recorded in other rights column of the said property.

3. That the Mutation Entry No. 1330, duly certified, indicates that the above said Owner, Shri. Kashinath Khandu Bhondve, executed an E-Krar for an amount of Rs. 1500/- on 26/6/1968, with the above said Kivale VKSS, and accordingly, an encumbrance of the same, was recorded in other rights column of the said property.

4. That Mutation Entry No.1375, duly certified, indicates that the provisions of Maharashtra Weights and Measurements Act, 1958 and Indian Coinage Act, 1955 have been made applicable to village Ravet and as such New Metric System was introduced.

5. That the above said Owner, Shri. Kashinath Khandu Bhonde, sold different portions of the said land, to the different Purchasers, due to which said property, Survey No. 139/2/2/1(part), was sub divided in different Hissa numbers for the area purchased by the respective purchasers as follows :-



Sr. No.	Name of Purchaser	Survey No. sub division	Area sold	Doc. Sr. No. & Date.
1	Sadashiv Laxman Bhondve	139/2/2/2	1 Acre	03/05/1971
2	Devram Jayvant Bhondve	139/2/2/3	0 Hec 20 R	3808/1970, 16/09/1970
3	i.Pandurang Ramchandra More ii) Ramu Babaji Gade iii) Damu Babaji Gade	139/2/2/4	0 Hec 16 R	02/09/1971
4	Ramchandra Ganpat Bhigvankar	139/2/2/5	0 Hec 22 R	17/12/1981
5	Mahadev Malhari Shirke	139/2/2/6	0 Hec 22 R	07/12/1981

6. That based on the above said documents, effects have been given to the record of rights of the said properties purchased, vide Mutation Numbers 1479, 1675, 1681, 1841 and 1842, respectively.

7. That the Mutation Entry No. 1546, duly certified, indicates that the 'Japti Notice', was issued for the 'Tagai Loan' of Rs.284.15 and recorded in other right's column of the said property.

8. That the Mutation Entry No. 1948, duly certified, indicates that pursuant to an Order Ref. No. Hukum No. Vasuli/Vashi/609/83, dated 17/7/1983, duly passed by the Tahasildar, along with the Hukum of Government, vide Order Ref. No. PT/480/29, dated 23/5/1983, duly passed by the District Collector, the loans under the head 'Upsa Jalasinchan Yojna' of the accounts holders, in respect of lots of lands, including the above said property, were duly waived. Accordingly, an encumbrance of the said loan recorded, was duly removed from the other rights column of the said property.

9. That the Mutation Entry No. 2208, duly certified, indicates that the above said Owner, Shri Kashinath Khandu Bhondve, executed an E-krar for an amount of Rs. 10,000/- with the Kivale VKSS, Pune, against the mortgage of the said land. The encumbrance of the said mortgage was recorded in other right's column of the said property.

10. That the Mutation Entry No. 2218, duly certified, indicates that, by virtue of a Sale Deed, dated- 27/11/1987, duly registered in the office of Sub Registrar, Haveli -II, at Sr. No. 15275/1987, the above said Owner, Shri.Kashinath Khandu Bhondve, sold a separated area, admeasuring 58 Gunthe, together with the Residential House in the said property and an open area, from and out the land, bearing Survey No. 139/2/2/1(part), totally admeasuring 00 Hectare, 78 Ares i.e. 7800 Sq.mtrs., (including pot kharaba 00 Hectare, 02 Ares), along with other landed property, to and in favor of the Purchaser therein, Shri Daulat Pandurang Bhondve.

Based on the above said registered Sale Deed, an effect was given to the record of rights of the said property, for the area purchased vide Mutation Number. 2808.

11. That the Mutation Entry No. 2266, duly certified, indicates that 'Tagai Loan with the interest thereon, for Well, Bullock, Engine Oil, Irrigation, House Construction etc, was duly waived, as per the Order Ref.No. Tahat/23/89, dated 29/1/1989, duly passed by the Tahasildar, Taluka- Haveli, and Tagai Government Notification.

12. That the Mutation Entry No. 5166, duly certified, indicates that the above said Owner, Shri. Kashinath Khandu Bhondve, expired intestate, on 8/12/1996, leaving behind him nephew 1) Shri. Digambar Yashwant Bhondve and grandson 2) Shri. Daulat Pandurang Bhondve, as his legal heirs. Accordingly, the said legal heirs, have brought on the record of rights of the said property, left behind by the said deceased.

13. That the Mutation Entry No. 5627, duly certified, indicates that by virtue of a 'Partition Deed', dated -08/10/2002, registered in the office of Sub Registrar, Haveli -14, at Sr. No. 5988/2002, executed by and between the Owners, Shri. Daulat Pandurang Bhondve and Shri. Digambar Yashwant Bhondve, in respect of the properties including Survey No. 139/2/2/1(part), totally admeasuring 00 Hectare, 78 Ares i.e. 7800 Sq.mtrs., (including pot kharaba 00 Hectare, 02 Ares). Based on the said registered 'Partition Deed', an area, admeasuring 00 Hectare 58 Ares i.e. 5800 Sq.mtrs., was allotted to the share of Shri. Daulat Pandurang Bhondve and an area, admeasuring 00 Hectare, 20 Ares i.e. 2000 Sq.mtrs., (including pot kharaba 00 Hectare, 02 Ares), was allotted to the share of Shri. Digambar Yashwant Bhondve. Based on the said Partition Deed, an effect was given to the record of rights of the said property.

14. That the Mutation Entry No. 6746, duly certified, indicates that the above said Owner, Shri. Daulat Pandurang Bhondve, obtained loan of Rs. 2,00,000/- from Kivale VKSS, Pune, against the mortgage of the said land. The encumbrance of the said mortgage, was recorded in other right's column of the said property.

15. That the Mutation Entry No. 7159, duly certified, indicates that one of the above said Owners, Shri. Kashinath Khandu Bhondve, repaid fully, the entire loan to the Kivale-Ravet VKSS. Accordingly, on receipt of letter from the said Society, vide its letter, dated- 29/04/2010, an encumbrance of the said loan, was removed from the other right's column of the said property.



16. That the Mutation Entry No. 7088, duly certified, indicates that one of the above said Owners, Shri. Digambar Yashwant Bhondve, expired intestate, on 28/11/2000, leaving behind him, sons 1) Shri Balu Digambar Bhondve 2) Shri Harishchandra Digambar Bhondve, daughters 3) Sau Sharada Yashwant Buchade 4) Sau Manjula Shivaji Kalokhe, a widow, 5) Smt. Chandrabhaga Digambar Bhondve, as his legal heirs. Accordingly, the above said legal heirs, have been brought on the record of rights of the said property, left behind by the said deceased.

17. That the Mutation Entry No. 7207, duly certified, indicates that by virtue of a 'Release Deed', dated- 19/12/2006 registered in the office of Sub Registrar, Haveli No. 17, at Sr. No. 10287/2006, the one of the above said Cosharer, Sau. Sharada Yashwant Buchade, has relinquished, released all her right, title and interest in the ancestral properties, including the said Land, Survey no. 139/2/2/1(part), to and in favor of the Co-sharers, 1) Late Shri. Balu Digambar Bhondve, through his legal heirs, 1a) Rekha Balu Bhondve 1b) Surekha Balu Bhondve 1c) Amol Balu Bhondve 1d) Sonali Balu Bhondve 1e) Atul Balu Bhondve – nos. 1a to 1e, being minors, through natural guardian and for self, Shri. Harishchandra Digambar Bhondve. Based on the said registered Release Deed, an effect has been given to the record of rights of the said properties.

18. That the Mutation Entry No. 8242, duly certified, indicates that one of the above said Owners, Shri. Daulat Pandurang Bhondve, executed an EKRAR with Kivale-Ravet VKSS by obtaining an amount of Rs. 3,00,000/-. The encumbrance of the said loan was recorded in other right's column of the said property.

19. That the Mutation Entry No. 8277, duly certified, indicates that the above said Owner, Shri. Daulat Pandurang Bhondve, executed an EKRAR with Kivale VKSS by obtaining an amount of Rs. 2,00,000/-. The encumbrance of the said loan was recorded in other right's column of the said property.

20. That the Mutation Entry No. 8355, duly certified, indicates that thereafter the above said Owner, Shri. Daulat Pandurang Bhondve, repaid the entire loan along with an accumulated interest thereon, to KIVALE – RAVET VKSS. Accordingly, encumbrance of the said loan, was duly removed from the other right's column of the said property.

21. That the Mutation Entry No. 9234, duly certified, indicates that one of the above said Owners, Shri. Balasaheb Digambar Bhondve, expired intestate, on 19/09/2002, leaving behind him, widow, 1) Smt. Krushnabai Balu Bhondve, sons 2) Amol Balu Bhondve 3) Atul Balu Bhondve, daughters 4) Rekha Santosh Sonar 5) Surekha Rajendra Kakade, as his legal heirs. Accordingly, the said legal heirs have been brought on the record of rights of the said property, left behind by the said deceased.

22. That the Mutation Entry No. 9242, duly certified, indicates that one of the above said Owners, Shri. Daulat Pandurang Bhondve, executed an EKRAR with Kivale-Ravet VKSS, by obtaining an amount of Rs. 3,00,000/-. The encumbrance of the said loan, was recorded in other right's column of the said property.

23. That thus , based on the above said Sale Deeds, the said Shri. Daulat Pandurang Bhondve, has become an absolute Owner of the properties, 1) Survey No. 139/2/1, totally admeasuring 00 Hectare, 40 Ares i.e. 4000 Sq.mtrs., and 2) a separated area, admeasuring 00 Hectare, 40 Ares i.e. 4000 Sq.mtrs., from and out the larger area, admeasuring 00 Hectare, 58 Ares i.e. 5800 Sq.mtrs., from and out of the entire land, Survey No. 139/2/2/1(part), totally admeasuring 00 Hectare, 78 Ares i.e. 7800 Sq.mtrs., (including pot kharaba 00 Hectare, 02 Ares).

24. That by virtue of a 'Joint Venture Agreement', dated- 08/08/2013, registered on 16/08/2013, in the office of Sub Registrar, Haveli No.11, at Sr. No. 6162/2013, the above said Owners, 1) Mr. Daulat Pandurang Bhondve, for himself and as Karta of his HUF, 2) Mrs. Sushila Daulat Bhondve 3) Mr. Kuldip Daulat Bhondve 4) Kum Kirti Daulat Bhondve, 5) Mrs. Chaitrali Kiran Khanekar, have entered into an Agreement with the Developers therein, M/S DOLPHIN REALTY, a Partnership Firm, registered under the provisions of Indian Partnership Act, 1932, through its Partners, 1) Mr. Dilip Satyanarayan Gupta and 2) Mr. Dinesh Satyanarayan Gupta, for the joint development and sale of the said properties on ownership basis, and on the other terms and conditions mentioned therein.

25. That pursuant to the above said Joint Venture Agreement, dated- 08/08/2013, the above said Owners, executed an Irrevocable General Power of Attorney, to and in favour of the above said Promoter, Builder and the Developer, which is registered in the office of Sub Registrar, Haveli No. 11, at Sr. No. 6163/2013, on 16/08/2013.

26. That the Mutation Entry No. 9346, duly certified, indicates that by virtue of a 'Release Deed', dated -11/07/2014, duly registered in the office of Sub Registrar, Haveli No.5, at Sr. No. 5736/2014, the Cosharer, Smt. Krushnabai Balu Bhondve, has released and relinquished, all her rights, title and interest, in the said ancestral property, to and in favor of the Cosharers, 1) Amol Balu Bhondve 2) Atul Balu Bhondve and 3) Harishchandra Digambar Bhondve, for self and natural guardian of no.2. Based on the said registered Release Deed, an effect has been given to the record of rights of the said property.



27. That the Mutation Entry No. 9763, duly certified, indicates that, as per E-Mutation Entry Project under Government Circular Ref. No.kr.ra.bhu.a/pra kra. 180/L-1, dated-07/05/2016 and as per the Order, dated 19/06/2017, passed by the Tahasildar, Tal- Haveli, District- Pune, corrections have been made in 7/12 extract of said land.

28. That the Mutation Entry No. 9993, duly certified, indicates that, by virtue of a 'Release Deed', dated- 17/05/2007, registered in the office of Sub Registrar, Haveli No.5, at Sr. No. 4182/2007, the Cosharer, Mrs. Manjula Shivaji Kalokhe, has released and relinquished, all her rights, title and interest in the said ancestral property, to and in favor of the Cosharers, Late Shri Balu Digamber Bhondve, through his legal heirs 1) Mr. Harishchandra Digamber Bhondve 2) Rekha Balu Bhondve 3) Surekh Balu Bhondve 4) Amol Balu Bhondve 5) Sonali Balu Bhondve and 6) Atul Balu Bhondve. Based on the said registered Release Deed, an effect has been given to the record of rights of the said properties.

29. That the Mutation Entry No. 10032, duly certified, indicates that one of the above said Owners, Shri. Daulat Pandurang Bhondve, has repaid fully, the entire loan of Kivale - Ravet VKSS. Accordingly, on receipt of letter from the said Society, dated, 22/01/2018, an encumbrance of the said Society, was removed from the other rights column of the said property.

That the Mutation Entry No. 10110, duly certified, indicates that, on receipt of Order passed by the "Joint Sub Registrar-Class 1, Collector of Stamps, Pune, vide it's Revenue Recovery Certificate No. Sajini/Push /Malep/H-11/Pari Kra.2_2013/ Dasta Kra. 6162_13 / 3858 / 2018, dated-29/05/2018, an encumbrance for the deficit amount of Stamp Duty of Rs. 1,01,31,480/- applicable on the Development Agreement, Sr. No. 6162/13, of the Developer 'Dolphin Realty' through its Partner, Shri. Dilip Satyanarayan Gupta, in respect of an area, admeasuring 00 Hectare, 80 Ares, i.e. 8000 sq. meters, was recorded, on the other right's column of the said landed properties, bearing Survey No. 139/2/1 and 139/2/2/1(part).

That thereafter, a Demand Notice was sent by "Joint Sub Registrar-Class 1, Collector of Stamps, Pune, dated-7/06/2022, vide ref. no. Ja.Kra.Sajini/Push.A.Yo.-2022/Malep/H-11/Pari Kra.2/13/ Dasta Kra.6162-13/364, dated-7/6/2022, to the Developer 'Dolphin Realty, through its Partner, Mr. Dilip Satyanarayan Gupta, to pay the deficit amount of stamp duty on the document regd. at sr. no. 6162/2013, along with exemption of penalty on the said deficit stamps for the applicable period, under the Amnesty Scheme- 2022, made applicable.

In pursuance of above said Amnesty Scheme- 2022, the Developer, Dolphin Realty, paid the Deficit Stamp Duty, amount of Rs. 46, 90,500/- to the office of Joint Sub Registrar, Haveli 11, vide Challan Ref. No. GRN MH005383750202223E, dated - 22/07/2022 and Rs.9,94,500/-towards fine and penalties, to the office of Joint District Registrar, Pune Urban, Pune, vide Challan Ref. No. GRN MH005385929202223E, dated -22/07/2022 .

That to ascertain the objections, if any, and as part of investigation of title, Public Notice, in Daily Prabhat Newspaper was duly published, on 06/05/2022 by Adv Dadasaheb Nanekar.

That considering the above, it is seen that the said properties are free from all encumbrances and reasonable doubt and I am of the opinion that the said Owner, M/s. Dolphin Realty, a Partnership Firm, registered under the provisions of Indian Partnership Act, 1932, Pune, has clean and clear marketable title to the said properties, described in the Schedule written hereunder, subject to whatever stated above.

I have inspected the photo copy of the documents mentioned hereinabove.

GENERAL :

A) It is represented to us by our client that there is no pending litigation, proceedings, enquiry, etc, before any court of law, tribunal, etc, in respect of the said land and I have relied on the same and no separate search in the courts is not carried out.

B) The boundaries which are mentioned herein above are provided by the client to me.

C) The client has represented to me that presently there is no mortgage, charge, lien, attachments, claims, demands or other encumbrances on or against the above mentioned land as on the date of issuance of this Report.

D) This report is based on the review of the documents and Record of Rights as mentioned above made available for my perusal and also on the information furnished and representations made by the client.

E) For the purpose of this report, I have assumed the legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to me as photocopies.

1. Accordingly, a search has been carried out and completed in the concerned offices of the Sub Registrars, Haveli, (Pune), by way of E- Search, and verification of records, for the period referred to above, under Search Receipt No. MH004847672202223E, dated - 12/07/2022, and Receipt no .MH009288853202324E, dated 10/10/2023, issued by the Sub Registrar, Haveli No. 10, (Pune). The said Original Search Receipt is attached to this Report, forming part of it.



2. The original Search Receipts are attached to this Report forming part of it. From the record that was made available for my inspection, except the above, no transaction of any sort was found to be recorded in respect of the said properties.

3. This Report is solely based on the record that was made available to me for my inspection. Most of the record was found to be torn.

Pune,
Dated -12.10.2023,

(D. V. NANEKAR),
ADVOCATE,



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