

P. M. KHIRE
B. Sc. (Hons.) LL. B.
Advocate

"SAKET"
44/54, Navsahyadri Society,
Parijat Lane, Karvenagar,
Pune - 411 052
Tel. : 25462224 / 67685669
Email : pmkhire@gmail.com

Date : 12.06.2024

FORMAT – A
(Circular No. : 28/2021)

To,
Maha RERA
Housefin Bhavan, Plot No C-21,
E-Block, Bandra Kurla Complex,
Bandra (E), Mumbai 400051.

LEGAL TITLE REPORT

Sub. : Title clearance certificate with respect to S.No.92 (Part)
situated at Mouje Ravet, Taluka Haveli, Dist. Pune
(hereinafter referred as the "said Property")

I have investigated the title of the said Property on the request of
M/s Aditya Promoters and following documents i.e. :-

1. DESCRIPTION OF THE PROPERTY -

All that piece and parcel of land and ground admeasuring an
area of 01 Hector 44 Are situate within the Registration Sub-District
Taluka Haveli, District Pune and within the limits of Pimpri Chinchwad
Municipal Corporation being a portion of the entire land bearing
S.No.92, Mouje Ravet, Pune and the same as per sanctioned plan
dated 21.05.2015 is bounded as under:-

On or towards the East	: By Government Road
On or towards the South	: By S.No.92 (Part)
On or towards the West	: By S.No.91
On or towards the North	: By S.No.92 (Part)



2. THE DOCUMENTS OF ALLOTMENT OF PROPERTY -

- a) Copies of 7/12 extracts for the period 1950-51 to 2014-2015 and 2017-18 to 2019-20.
- b) Copies of relevant mutation entries.
- c) Copy of Memorandum of Understanding dated 18.11.2006 by Smt. Kamalabai Mahadu Bhondave and others, registered at the Office of Sub Registrar Haveli-5 at Serial No. 9111/2006
- d) Copy of Development Agreement dated 11.12.2006 by Smt. Chandrabhaga Balu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 9975/2006.
- e) Copy of General Power of Attorney dated 11.12.2006 by Smt. Chandrabhaga Balu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 9976/2006.
- f) Copy of General Power of Attorney dated 11.12.2006 by Smt. Chandrabhaga Balu Bhondave and others in favour of Shri Santosh Ghevarchand Kataria, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 9977/2006.
- g) Copy of General Power of Attorney dated 11.12.2006 by Smt. Chandrabhaga Balu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 9978/2006.
- h) Copy of Development Agreement dated 23.03.2007 by Shri Popat Mahadu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 2324/2007.
- i) Copy of General Power of Attorney dated 23.03.2007 by Shri Popat Mahadu Bhondave and others in favour of Shri Santosh Ghevarchand Kataria, registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 2325/2007.
- j) Copy of General Power of Attorney dated 23.03.2007 by Shri Popat Mahadu Bhondave and others in favour of M/s. Aditya



Promoters, registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 2326/2007.

- k] Copy of General Power of Attorney dated 23.03.2007 by Shri Popat Mahadu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 2327/2007.
- l] Copy of Sale Deed dated 31.12.2007 by Shri Popat Mahadu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 3161/2008.
- m] Copy of Confirmation Deed dated 30.04.2008 by Shri Popat Mahadu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 6130/2008.
- n] Copy of Sale Deed dated 31.12.2007 by Smt. Chandrabhaga Balu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 3270/2008.
- o] Copy of Sale Deed dated 13.06.2008 by Shri Popat Mahadu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 6128/2008.
- p] Copy of Confirmation/Declaration Deed dated 21.02.2011 by Shri Popat Mahadu Bhondave, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 2012/2011.
- q] Copy of Possession Receipt dated 11.07.2012, registered at the Office of Joint Sub Registrar Haveli-5 at Serial No. 7135/2012.
- r] Copies of court cases.
- s] Copies of NA Orders dated 05.11.2011 and 21.09.2015
- t] Copies of Commencement Certificates dated 10.01.2010, 02.07.2014, 21.05.2015, 31.03.2017, 10.12.2019 and 22.05.2024.
- u] Copies of Sanctioned Plans dated 10.01.2011, 21.05.2015 and 22.05.2024 by Pimpri Chinchwad Municipal Corporation.



- v] Search reports dated 21.11.2013, 23.04.2014, 14.07.2015, 22.12.2020, 04.10.2021 and 29.05.2024.
- w] Copy of Public Notice by Mrs. Savita Pramod Deshmukh Advocate in Daily Kesari dated 28.03.2014.
- x] Copy of letter dated 15.04.2014 of Mrs. Savita Pramod Deshmukh, Advocate.
- y] Copy of Title Opinions dated 29.04.2014, 24.07.2015, 05.01.2021 and 05.10.2021.
- z] Copy of Complaint in RCS No. 33/2015 and its order dated passed thereon dated 29.03.2016.
- aa] Certified copy of order sheets in RCS No. 33/2015 from 11.02.2015 to 29.03.2016.
- ab] Copy of Ex. 40 Purshis dated 28.03.2015 in R.C.S No. 33/2015.
- ac] Letter of M/s Aditya Promoters dated 17.12.2020.
- ad] Copy of Part Completion Certificate No. 20/2018 dated 19.03.2018.
- ae] Copy of Deed of Declaration dated 28.03.2018, which is registered at the Office of Joint Sub Registrar Haveli No. 2 at Serial No. 2889/2018.
- af] Copy of Consent Deed dated 10.01.2020 by Sou. Archana Yogesh Khollam in favour of M/s. Aditya Promoters.
- ag] Copy of Compromise Deed dated 10.01.2020 between M/s. Aditya Promoters and Smt. Chandrabhaga Balu Bhondave and others.
- ah] Copy of Appeal No. 4656/2016/20 filed by Shri. Moreswar Mahadu Bhondave and others against M/s. Aditya Promoters.
- ai] Copy of application for condonation of delay in aforesaid appeal.
- aj] Copy of reply by M/s Aditya Promoters.
- ak] Copy of written argument by appellant.
- al] Copy of Commencement Certificate bearing No BP/Ravet/129/2021 dated 08.09.2021
- am] Copy of Appeal Order pertaining to Case No.4656/2020
- an] Copy of revised sanctioned layout plan



- ao] Copy of Part Completion Certificate bearing No.848/2023 dated 22.11.2023
- ap] Copy of Declaration dated 15.12.2023, which is registered at the Office of Joint Sub Registrar Haveli No.2 at Serial No. 28328/2023.
- aq] Copy of Appeal no. 5334/2021 before Deputy Director of Land Records filed by Moreshwar M. Bhondave and 3 others against M/s Aditya Promoters and copy of Reply by Aditya Promoters thereto.
- ar] Letter of M/s Aditya Promoters dated 27.05.2024.

3. Various 7/12 extracts are as mentioned in para 2(a) above.

4. Search report for 30 years from 1995 till 2024

2/- On perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that the title of following owner is clear, marketable and without any encumbrances.

Owners of the land	
M/s Aditya Promoters through its Partner – Shri Shantilal Bhikchand Kataria	S.No.92 (part), Mouje Ravet, Taluka Haveli, Dist. Pune, admeasuring an area of 01 Hector 44 Are.

5. **Qualifying comments / remarks if any** : This title certificate is issued subject to what is stated in detail in my Title Opinion dated 12.06.2024 which is enclosed herewith as annexure.

3/- The report reflecting the flow of the title of the owner – M/s Aditya Promoters on the said land is enclosed herewith as annexure.

Encl : Annexure (Title Opinion dated 12.06.2024)


[P. M. KHIRE]
Advocate



P. M. KHIRE
B. Sc. (Hons.) LL. B.
Advocate

"SAKET"
44/54, Navsahyadri Society,
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Date :

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FLOW OF THE TITLE OF THIS SAID LAND

- 1. Property Card as on date of application for registration –**
The name of M/s Aditya Promoters- through its Partner - Shri Shantilal Bhikchand Kataria is recorded in the 7/12 extract vide Mutation Entry Nos.6419 dated 24.07.2008, 6420 dated 24.07.2008 and 6494 dated 25.09.2008 in respect of the property comprising ALL THAT piece and parcel of land and ground admeasuring an area of 01 Hector 44 Are situate within the Registration Sub-District Taluka Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation being a portion of the entire land bearing S.No.92, Mouje Ravet, Pune.
- 2. Mutation Entry / Property Card entry –**
The mutation entries of S.No.92, Mouje Ravet, Pune reveals that vide Mutation Entry Nos.6419 dated 24.07.2008, 6420 dated 24.07.2008 and 6494 dated 25.09.2008 the name of M/s Aditya Promoters - through its Partner - Shri Shantilal Bhikchand Kataria is recorded as Owner of the area admeasuring 1 Hector 44 Are out of entire land bearing S.No.92, Mouje Ravet, Pune.
- 3. Search Report for 41 years from 1983 to 2024 taken from the official website www.igrmaharashtra.com**
- 4. Any other relevant Title – N.A.**



P. M. KHIRE
Advocate

5. Litigations if any – Appeal No.5334/2021 filed by Shri Moreshwar Mahadu Bhondave and 3 others before the Deputy Director of land record. The said appeal is pending.

Date : 12.06.2024


[P.M. KHIRE]
Advocate



Housiey.com



P M KHIRE

**B Sc (Hons.) LL. B.
Advocate**

"SAKET"

**44/54, Navsahyadri Society,
Parijat Lane, Karvenagar,
Pune - 411 052
Tel. : 25462224 / 67585669
Email : pmkhire@gmail.com**

Date 17.06.2024

TITLE OPINION

To,
M/s. Aditya Promoters,
619 Sadashiv Peth,
Pune - 411 030.

**Sub. : Property bearing S.No.92 (Part), Mouje Ravet Taluka
Haveli District Pune.**

Dear Sirs,

I have investigated title to the abovementioned property and I have to state in my opinion as follows

1. LIST OF DOCUMENTS GIVEN FOR MY PERUSAL :

- a) Copies of 7/12 extracts for the period 1950-51 to 2014-2015 and 2017-18 to 2019-20.
- b) Copies of relevant mutation entries.
- c) Copy of Memorandum of Understanding dated 18.11.2006 by Smt. Kamalabai Mahadu Bhandave and others registered at the Office of Sub Registrar Haveli-5 at Serial No. 9111/2006.
- d) Copy of Development Agreement dated 11.12.2005 by Smt. Chandrabhaga Balu Bhandave and others in favour of M/s. Aditya Promoters registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 9975/2006.
- e) Copy of General Power of Attorney dated 11.12.2005 by Smt. Chandrabhaga Balu Bhandave and others in favour of M/s. Aditya Promoters registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 9976/2006.



- f) Copy of General Power of Attorney dated 11.12.2006 by Smt Chandrabhaga Balu Bhondave and others in favour of Shri Santosh Ghevarchand Katana, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No 9977/2006
- g) Copy of General Power of Attorney dated 11.12.2006 by Smt Chandrabhaga Balu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No 9978/2006
- h) Copy of Development Agreement dated 23.03.2007 by Shri Popat Mahadu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-1 at Serial No 2324/2007
- i) Copy of General Power of Attorney dated 23.03.2007 by Shri Popat Mahadu Bhondave and others in favour of Shri Santosh Ghevarchand Katana, registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 2325/2007.
- j) Copy of General Power of Attorney dated 23.03.2007 by Shri Popat Mahadu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 2326/2007.
- k) Copy of General Power of Attorney dated 23.03.2007 by Shri Popat Mahadu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 2327/2007.
- l) Copy of Sale Deed dated 31.12.2007 by Shri Popat Mahadu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No 3161/2008
- m) Copy of Confirmation Deed dated 30.04.2008 by Shri Popat Mahadu Bhondave and others in favour of M/s. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No 6130/2008
- n) Copy of Sale Deed dated 31.12.2007 by Smt. Chandrabhaga Balu Bhondave and others in favour of M/s. Aditya Promoters.



- registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 3270/2008.
- a) Copy of Sale Deed dated 13.06.2008 by Shri Popat Mahadu Bhondave and others in favour of Mrs. Aditya Promoters, registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 8128/2008
 - b) Copy of Confirmation/Declaration Deed dated 21.02.2011 by Shri Popat Mahadu Bhondave registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 2012/2011
 - c) Copy of Possession Receipt dated 11.07.2012, registered at the Office of Joint Sub Registrar Haveli-5 at Serial No. 7135/2012
 - d) Copies of court cases
 - e) Copies of NA Orders dated 05.11.2011 and 21.09.2015
 - f) Copies of Commencement Certificates dated 10.01.2010, 02.07.2014, 21.05.2015, 31.03.2017, 10.12.2019 and 22.05.2024.
 - g) Copies of Sanctioned Plans dated 10.01.2011, 21.05.2015 and 22.05.2024 by Pimpri Chinchwad Municipal Corporation
 - h) Search reports dated 21.11.2013, 23.04.2014, 14.07.2015, 22.12.2020, 04.10.2021 and 29.05.2024.
 - i) Copy of Public Notice by Mrs. Savita Pramod Deshmukh Advocate in Daily Kesan dated 28.03.2014
 - j) Copy of letter dated 15.04.2014 of Mrs. Savita Pramod Deshmukh, Advocate
 - k) Copy of Title Opinions dated 29.04.2014, 24.07.2015, 05.01.2021 and 05.10.2021.
 - l) Copy of Plaint in RCS No. 33/2015 and its order dated passed thereon dated 29.03.2016
 - m) Certified copy of order sheets in RCS No. 33/2015 from 11.02.2015 to 29.03.2016
 - n) Copy of Ex-40 Purshas dated 28.03.2016 in R.C.S No. 33/2015
 - o) Letter of M/s Aditya Promoters dated 17.12.2020
 - p) Copy of Part Completion Certificate No. 20/2018 dated 19.03.2018.



- ac) Copy of Deed of Declaration dated 28.03.2018 which is registered at the Office of Joint Sub Registrar Haveli No. 2 at Serial No 2889/2018
- af) Copy of Consent Deed dated 10.01.2020 by Sou Archana Yogesh Kholam in favour of M/s. Aditya Promoters
- ag) Copy of Compromise Deed dated 10.01.2020 between M/s Aditya Promoters and Smt. Chandrabhaga Balu Bhondave and others
- ah) Copy of Appeal No 4656/2016/20 filed by Shri Moreshwar Mahadu Bhondave and others against M/s. Aditya Promoters
- ai) Copy of application for condonation of delay in aforesaid appeal
- aj) Copy of reply by M/s Aditya Promoters
- ak) Copy of written argument by appellant.
- al) Copy of Commencement Certificate bearing No.BP/Ravel/129/2021 dated 08.09.2021
- am) Copy of Appeal Order pertaining to Case No-4656/2020
- an) Copy of revised sanctioned layout plan
- ao) Copy of Part Completion Certificate bearing No 848/2023 dated 22.11.2023
- ap) Copy of Declaration dated 15.12.2023, which is registered at the Office of Joint Sub Registrar Haveli No.2 at Serial No. 28328/2023.
- aq) Copy of Appeal no. 5334/2021 before Deputy Director of Land Records filed by Moreshwar M. Bhondave and 3 others against M/s Aditya Promoters and copy of Reply by Aditya Promoters thereto
- ar) Letter of M/s Aditya Promoters dated 27.05.2024

2. **DESCRIPTION OF PROPERTY:**

All that piece and parcel of land and ground admeasuring an area of 01 Hector 44 Are situate within the Registration Sub-District Taluka Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation being a portion of the entire land bearing



S.No.92, Mouje Ravet, Pune and the same as per sanctioned plan dated 21.05.2015 is bounded as under:-

On or towards the East	By Government Road
On or towards the South	By S No 92 (Part)
On or towards the West	By S No 91
On or towards the North	By S No 92 (Part)

3. I had issued Title Opinions in respect of the captioned property on 29.04.2014, 24.07.2015, 05.01.2021 and 05.10.2021 after perusing the documents mentioned therein. The said documents at that time were returned by me along with the said Title Opinions. The said Title Opinion dated 05.10.2021 is now shown to me without however the documents mentioned thereon. Copies of the documents pertaining to the transactions in respect of the captioned property are now shown to me. I am therefore giving this Title Opinion relying on my Title Opinion dated 05.10.2021 and relying on the same.

4. a) It is seen from 7/12 extracts for the period 1950-51 to 1963-64 that land bearing S No.92 totally admeasuring an area of 10 Acre 32 Gunthe including potkharaba formerly belonged to Shri. Narasu Babaji Bhondave, since prior to 1950-51.

b) It is seen from Mutation Entry No 1094 dated 27.05.1961 that Shri Narasu Babaji Bhondave expired on 06.12.1960 leaving behind him his wife Tulasabai, sons - Mahadu, Ba'u daughters- Taibai Nanabhau Ranade, Saibai Nivrutti Phadke, Barki Vaman Taras and Rahibai Rama Kakade as his only legal heirs and their names were mutated showing share of each of sons as 2 Anna 4 Pai and those of daughters and widow as 2 Anna 3 Pai, each, in 7/12 record by the said mutation entry.

c) It is seen from Mutation Entry No 1270 dated 02.11.1965 that Smt. Tulasabai Narasu Bhondave expired on 08.09.1965 leaving behind her, sons - Mahadu and Ba'u daughters - Taibai Nanabhau Ranade, Saibai Nivrutti Phadke, Barki Vaman Taras and Rahibai



Rama Kakade as her only legal heirs and name of Tulasabai was deleted from 7/12 record by the said mutation entry.

d) It is seen from Mutation Entry No. 1221 dated 15.11.1965 that upon an application of Taibai Nanabhau Rahavade Saibai Nivrutti Phadke, Barki Vaman Taras and Rahibai Rama Kakade their names were deleted from 7/12 record by the said mutation entry. It appears that thereupon shares of Mahadu and Balu were mentioned as 8 Anna each in 7/12 record.

e) It is seen from Mutation Entry No. 1375 dated 22.04.1969 that on the enactment of the standard of Weights and Measures Act 1958 and The Indian Coinage Act 1955, the measurement of the property was converted to standard measures. As per the copy of the 7/12 extract the land bearing S.No.92 was shown to admeasure 4 Hectare 37 Are.

f) It is seen from Mutation Entry No. 2875 dated 01.11.1994 that Shri Balu Narasu Bhondave expired on 14.10.1994 leaving behind him his wife - Chandrabhaga, sons - Dnyaneshwar and Dattatray and daughter - Sou Bayadabai Lakshman Sathe as his only legal heirs and their names were mutated in 7/12 record by the said mutation entry.

g) It is seen from Mutation Entry No. 4467 dated 25.09.1998 that Shri Mahadu Narasu Bhondave also expired on 10.07.1998 leaving behind him his wife - Kamalabai, sons - Popat, Ranu Tukaram Babaji, Moraya, daughters - Sou Bhamabai Pandurang Shinde, Smt Housabai Nivrutti Garade and Sou Mandabai Balu Shete as his only legal heirs and their names were mutated in 7/12 record by the said mutation entry.

h) It is seen from copy of Plaint in Regular Civil Suit No. 265/1985 that Shri Balu Narasu Bhondave had filed the said suit on 01.02.1985 in the Court of Civil Judge Senior Division, Pune against Shri Mahadu Narasu Bhondave in respect of the captioned property for declaration that the said property is ancestral property and plaintiff and defendant have $\frac{1}{2}$ undivided share each therein and for



partition by metes and bounds and for separate possession. The parties compromised the said suit in terms of Compromise Ex. 3; whereby each of them were given portion of land admeasuring 5 Acre 18½ Gunthe as mentioned therein and a Compromise Decree was passed accordingly on 10.03.1986.

i] It is seen from copy of Memorandum of Understanding dated 18.11.2006, between Smt. Kamlabai Mahadu Bhondave, Shri Popat Mahadu Bhondave, Shri Ranu Mahadu Bhondave, Shri Tukaram Mahadu Bhondave, Shri Babaji Mahadu Bhondave, Shri Moraya Mahadu Bhondave, Bhamabai Pandurang Shinde, Mandabai Balu Shete, Shri Ganesh Popat Bhondave, Sharada Popat Bhondave, Hausabai Nivrutti Garade, Rahul Ranu Bhondave, Atul Ranu Bhondave, Ku Prashant Tukaram Bhondave, Priyanka Tukaram Bhondave, Rohit Tukaram Bhondave, Gauri Babaji Bhondave, Neelam Babaji Bhondave, Aniket Babaji Bhondave, Aishwarya Moraya Bhondave, Kunal Moraya Bhondave, Mangesh Popat Bhondave on one hand and Shri Dnyaneshwar Balu Bhondave, Shri Tejas Dnyaneshwar Bhondave, Shri Dattatray Balu Bhondave, Ku. Monali Dattatray Bhondave, Ku. Sonali Dattatray Bhondave, Shri Ajay Dattatray Bhondave, Sou. Rajeshree Santosh Sane, Smt. Chandrabhaga Balu Bhondave and Sou. Bayadabai Lakshman Sathe that for use of land received by Shri Mahadu Narasu Bhondave did not have approach road and therefore their used to be dispute between the heirs of Mahadu Narasu Bhondave on the one hand and heirs of Balu Mahadu Bhondave on the other hand and on account of which Ranu Mahadu Bhondave had filed Suit No. 164/2006, wherein a settlement was reached and it was agreed and decided to correct the decree passed in RCS No. 265/1985 and to compromise Suit No. 164/2006 and as evidence thereof the Memorandum of Understanding was executed on 18.11.2006 as aforesaid. By the said Memorandum of Understanding it was agreed to change directions of portions allotted to the shares of Shri Mahadu Narasu Bhondave and Shri Balu Narasu Bhondave as shown in the map annexed to the said



Memorandum of Understanding. The said Memorandum of Understanding is registered at the Office of Sub Registrar Haveli-5 at Serial No 9111/2006

|| It is seen from copy of Development Agreement dated 11.12.2006 that by Development Agreement dated 11.12.2006 Smt. Chandrabhaga Balu Bhondave, Shri Dnyaneshwar Balu Bhondave, Sou. Muktaba Dnyaneshwar Bhondave, Shri Tejas Dnyaneshwar Bhondave, Sou. Rajashree Santosh Sane, Shri Dattatray Balu Bhondave, Sou. Asha Dattatray Bhondave, Ku. Monali Dattatray Bhondave, Ku. Sonali Dattatray Bhondave, Shri Ajay Dattatray Bhondave and Sou. Bayadabai Lakshman Sathe transferred their development rights in an area admeasuring 100 Are from and out of their share of 2 Hectar 18 5 Are from and out of S. No. 92 to M/s. Aditya Promoters. The said Development Agreement is registered at the Office of Joint Sub Registrar Haveli-17 at Serial No 9975/2006

(i) The aforesaid owners also executed an Irrevocable General Power of Attorney on 11.12.2006 in favour of M/s Aditya Promoters and the same is registered at the Office of Joint Sub Registrar Haveli-17 at Serial No 9976/2006

(ii) The aforesaid owners also executed a General Power of Attorney on 11.12.2006 in favour of Shri Santosh Ghavarchand Kataria and same is registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 9977/2006.

(i) It is seen from copy of Irrevocable General Power of Attorney dated 11.12.2006 that Smt. Chandrabhaga Balu Bhondave, Shri Dnyaneshwar Balu Bhondave, Sou. Muktaba Dnyaneshwar Bhondave, Shri Tejas Dnyaneshwar Bhondave, Sou. Rajashree Santosh Sane, Shri Dattatray Balu Bhondave, Sou. Asha Dattatray Bhondave, Ku. Monali Dattatray Bhondave, Ku. Sonali Dattatray Bhondave, Shri Ajay Dattatray Bhondave, Sou. Bayadabai Lakshman Sathe, Smt. Kamalabai Mahadu Bhondave, Shri Popat Mahadu Bhondave, Shri Ranu Mahadu Bhondave, Shri Tukaram Mahadu Bhondave, Shri Babaji Mahadu Bhondave, Shri Moraya Mahadu Bhondave,



Bhamabai Pandurang Shinde, Mandabai Balu Shele, Shri Ganesh Popat Bhondave, Sharada Popat Bhondave, Ranu Ranu Bhondave, Atul Ranu Bhondave, Ku Prashanti Tukaram Bhondave, Priyanka Tukaram Bhondave, Rohit, Tukaram Bhondave, Gaun Babaji Bhondave, Neelam Babaji Bhondave, Aniket Babaji Bhondave, Ashwarya Moraya Bhondave and Kunal Moraya Bhondave executed an Irrevocable General Power of Attorney in favour of M/s Aditya Promoters and the same is registered at the Office of Joint Sub Registrar Haveli-17 at Serial No 9978/2006

k) It is seen from copy of Development Agreement dated 23.03.2007 that by Development Agreement dated 23.03.2007 Shri Popat Mahadu Bhondave, Sou Janabai Popat Bhondave, Shri Ganesh Popat Bhondave, Shri Mangesh Popat Bhondave, and Ku Sharada Popat Bhondave transferred their development rights in an area admeasuring 34 Are from and out of their share admeasuring 44 Are from and out of S. No. 92 to M/s Aditya Promoters. The said Development Agreement is registered at the Office of Joint Sub Registrar Haveli-1 at Serial No 2324/2007.

(i) The aforesaid owners also executed a General Power of Attorney on 23.03.2007 in favour of Shri Santosh Ghevarchand Kataria and same is registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 2325/2007.

(ii) The aforesaid owners also executed a General Power of Attorney on 23.03.2007 in favour of M/s. Aditya Promoters and same is registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 2326/2007.

(iii) The aforesaid owners also executed a General Power of Attorney dated 23.03.2007 in favour of M/s Aditya Promoters and same is registered at the Office of Joint Sub Registrar Haveli-1 at Serial No 2327/2007

l) It is seen from Mutation Entry No. 6419 dated 24.07.2008 and copy of Sale Deed dated 31.12.2007 that by Sale Deed dated



31.12.2007 Smt. Chandrabhaga Balu Bhondave, Shri Dnyaneshwar Balu Bhondave, Sou. Muktabai Dnyaneshwar Bhondave, Shri Tejas Dnyaneshwar Bhondave, Sou. Rajashree Santosh Sane, Shri Dattatray Balu Bhondave, Sou. Asha Dattatray Bhondave, Ku. Monali Dattatray Bhondave, Ku. Sonali Dattatray Bhondave, Shri Ajay Dattatray Bhondave and Sou. Bayadabai Lakshman Sahe sold an area of 100 Arc (1 Hectar) from their share of 2 Hectar 18.5 Arc of S. No. 92 to M/s. Aditya Promoters. The said Sale Deed is registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 3270/2008 on 28.03.2008.

m) It is seen from Mutation Entry No. 6420 dated 24.07.2008 and copy of Sale Deed dated 13.06.2008 that by Sale Deed dated 13.06.2008 Shri Popat Mahadu Bhondave, Sou. Janabai Popat Bhondave, Shri Ganesh Popat Bhondave, Shri Mangesh Popat Bhondave and Ku. Sharada Popat Bhondave/Sou. Sharada Sachin Sorte sold an area of 10 Arc from and out of their share admeasuring 44 Arc out of S. No. 92 to M/s. Aditya Promoters. The said Sale Deed is registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 6128/2008.

n) It is seen from Mutation Entry No. 6494 dated 25.09.2008 and copy of Sale Deed dated 31.12.2007 that by Sale Deed dated 31.12.2007 Shri Popat Mahadu Bhondave, Sou. Janabai Popat Bhondave, Shri Ganesh Popat Bhondave, Shri. Mangesh Popat Bhondave and Ku. Sharada Popat Bhondave sold an area of 34 Arc from and out of their share admeasuring 44 Arc out of S. No. 92 to M/s. Aditya Promoters. The said Sale Deed is registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 3161/2008 on 28.03.2008.

(i) The aforesaid owners also executed a Confirmation Deed dated 30.04.2008 in favour of M/s. Aditya Promoters thereby confirming transfer and receipt of consideration and same is registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 6130/2008 on 13.06.2008.



(ii) It is seen from copy of intimation of order dated 23.03.2009 in Complaint Case No. Complaint/SR/05/2009 that Smt. Hausabai Nivrutti Garade, Manda Balu Shete, Shri Ranu Mahadu Bhondave, Shri Tukaram Mahadu Bhondave and Shri. Moreswar Mahadu Bhondave had raised an objection to Mutation Entry Nos. 6420 and 6494, against M/s Aditya Promoters and others and that by order dated 16.03.2009 it was directed that the names of purchaser be mutated in respect of the share of the vendors.

c) It is seen from the copy of objection by Shubhada Avinash Golande advocate addressed to Sou. Archana P. Chopate advocate to her Public Notice dated 09.03.2007 in daily Prabhat that Shri. Ranu Mahadu Bhondave, Shri. Moraya Mahadu Bhondave and Shri. Tukaram Mahadu Bhondave had raised an objection therein, wherein it was mentioned that a suit No. 164/2006 was pending, that the same was not entirely compromised and that heirs of Mahadu did not get any separated share of the property and that Popat Bhondave and others had no right or authority to enter into any transaction without their consent. It appears that Housabai Nivrutti Garade and Sou. Manda Balu Shete also had taken an objection. In view of the Confirmation Deed/Declaration dated 21.02.2011 by all concerned the aforesaid objections do not survive.

d) It is seen from Mutation Entry No. 7992 dated 30.09.2011 and copy of Confirmation/Declaration Deed dated 21.02.2011 that by Confirmation /Declaration Deed dated 21.02.2011 Shri. Popat Mahadu Bhondave, Shri. Ranu Mahadu Bhondave, Shri. Tukaram Mahadu Bhondave, Shri. Babaji Mahadu Bhondave, Shri. Moraya Mahadu Bhondave, Hausabai Nivrutti Garade, Bhamabai Pandurang Shinde, Mandabai Balu Shete, Smt. Kamalabai Mahadu Bhondave, Shri. Ganesh Popat Bhondave, Shri. Mangesh Popat Bhondave, Sharada Popat Bhondave, Rahu, Ranu Bhondave, Ashwini Umesh Naikade, Atul Ranu Bhondave, Ku. Prashant Tukaram Bhondave, Priyanka Tukaram Bhondave, Rohit Tukaram



Bhondave. Gauri Babaji Bhondave, Nee'lam Babaji Bhondave Aniket Babaji Bhondave, Aishwarya Moraya Bhondave and Kunal Moraya Bhondave executed a Confirmation Deed/Declaration. It is seen from Confirmation Deed/Declaration that share of Shri Mahadu Narasu Bhondave was partitioned by Partition Deed dated 20.11.2006 (annexed to the Confirmation Deed/Declaration) whereby his four sons Popat, Ranu, Tukaram and Moraya/Moreshwar were given equal share of 44 Are from and out of S. No.92 and 42 Are was given to Kamala Mahadu Bhondave jointly with Ranu, Tukaram, Babaji and Moraya. It is also mentioned in said mutation entry and the Confirmation Deed/Declaration that daughters of Mahadu on receipt of consideration relinquished their rights and title in the said property. The said Confirmation Deed/Declaration is registered at the Office of Joint Sub Registrar Haveli-17 at Serial No. 2012/2011.

q) It is seen from Mutation Entry No. 8281 dated 02.08.2012 and copy of Possession Receipt dated 11.07.2012 that by Possession Receipt dated 11.07.2012 Mrs. Aditya Promoters handed over possession of a portion admeasuring 1061.50 sq. mtr. to Pimpri Chinchwad Municipal Corporation for road widening against the additional FSI. The said Possession Receipt is registered at the Office of Joint Sub Registrar Haveli-5 at Serial No. 7135/2012 on 13.07.2012. The said fact was mutated in 7/12 record by the said mutation entry.

r) It is seen from Mutation Entry No. 8337 dated 17.10.2012 that Shri Dnyaneshwar Balu Bhondave expired on 06.08.2012 leaving behind him his wife - Muktabai, son - Tejas and daughters - Archana Yogesh Kholam and Rajeshri Santosh Sane as his only legal heirs and their names were mutated in 7/12 record by the said mutation entry.

s) (i) It is seen from Mutation Entry No. 1095 dated 26.01.1961 that Shri Narasu Babji Bhondave had obtained a loan from Kivale VKS Society and name of Kivale VKS Society was



mutated in other rights of 7/12 record by the said mutation entry. It is seen from Mutation Entry No. 1294 dated 10.04.1967 that Shri Mahadu Narasu Bhondave had availed loan from Kivale VKS Society and its charge was recorded in 7/12 record by the said mutation entry. It is further seen from Mutation Entry No. 2255 dated 10.04.1989 that by an Order of Tahasildar said loans were waived and name of Society was deleted from other rights of 7/12 record by the said mutation entry.

(i) It is seen from Mutation Entry No. 1759 dated 03.07.1980 that Shri Balu Narasu Bhondave had obtained a loan from Kivale VKS Society and charge thereof was mutated in other rights of 7/12 by said mutation entry and on repayment of said loan charge was deleted from other rights of 7/12 record by Mutation Entry No. 5292 dated 17.02.2001.

(ii) It is seen from Mutation Entry No. 2870 dated 30.09.1994 that Shri Mahadu Narasu Bhondave had obtained a loan from Bank of India, Dehu Road and name of Bank was mutated in 7/12 record by the said mutation entry and on repayment of the said loan name of Bank of India was deleted from other rights of 7/12 record by Mutation Entry Nos. 5248 dated 12.01.2001 and 5098 dated 11.09.2000. It appears from the said mutation entries that Shri Tukaram Mahadu Bhondave also had obtained loan from the said Bank, however the same is not mentioned in 7/12 but both the encumbrances have been deleted by the aforesaid mutation entries.

5. a) It is seen from copy of NA order dated 05.11.2011 that by Order No. PMH/NA/SR/574/2010 dated 05.11.2011 Collector, Pune granted permission in respect of a portion admeasuring 13124 Sq.mtrs. for residential purpose on the terms and conditions mentioned therein. It is further seen from copy of revised NA Order dated 21.09.2016 bearing No. PMA/NA/SR/939/2014 that by the said order the Collector, Pune granted permission in respect of the portion admeasuring 13338.50 Sq.mtrs. for residential purpose. It is seen from copy of sanctioned layout plan that Pimpri Chinchwad



Municipal Corporation sanctioned a layout in respect of the said land by its No. BP/Ravet/Layout/02/2011 dated 28.08.2013 which was revised under No. BP/Ravet/Layout/32/2014 dated 02.07.2014 and No. BP/Ravet/Layout/31/2015 dated 21.05.2015

b) It is seen from copies of Commencement Certificate Nos. BP/Ravet/Layout/20/2017 dated 31.03.2017 that the Pimpri Chinchwad Municipal Corporation granted permission for construction of buildings on a portion of S. No. 92. It is seen from part Completion Certificate bearing No. Part/Completion Letter No. 120/2018 dated 19.03.2018 that the Pimpri Chinchwad Municipal Corporation thereby granted completion certificate in respect of A1 building having 14 floors and a Club House

6. It is seen from the copy of Public Notice dated 28.03.2014 that Public Notice has been issued by Advocate Savita Pramod Deshmukh in respect of the captioned property which was published in Daily Kesari on 28.03.2014. It is seen from the copy of letter dated 15.04.2014 of Advocate Savita Deshmukh that she has not received any objection regarding the said Public Notice.

7. It is seen from the copies of sale deeds and you have also informed me that the said lands were never exempted U/s 20 and also were not acquired under the Urban Land (Ceiling and Regulation) Act 1976. The said Act is now repealed w.e.f. 29.11.2007 and its provisions are now not applicable.

8. It is seen from the copy of plaint that on 10.02.2015 Mrs. Archana Yogesh Kholam filed Regular Civil Suit No. 33/2015 in the Court of Civil Judge, Junior Division, Pimpri against Smt Chandrabhaga Balu Bhondave and others including Mrs. Aditya Promoters for partition and perpetual injunction. By a Pursis at Ex. 40 dated 28.03.2015, the Plaintiff informed the court that she did not desire to proceed with the suit and was withdrawing the same. By an



order dated 29.03.2016 below Ex. 1, the Court permitted the withdrawal of suit and disposed of the same as withdrawn.

9. It is seen from copy of Consent Deed dated 10.01.2020 by Sou. Archana Yogesh Kholam in favour of M/s. Aditya Promoters that by a Consent Deed dated 10.01.2020 Sou. Archana Yogesh Kholam assigned her confirmation/consent to the Development Agreement dated 11.12.2006, which is registered at Serial No. 9975 and Sale Deed dated 31.12.2007, which is registered at Serial No. 3270, both in favour of M/s Aditya Promoters.

10. a] It is seen from the letter dated 17.12.2020 of M/s Aditya Promoters that Regular Civil Suit No.33/2015 has been settled and the Plaintiff therein has given her consent to the sale deed and that it has not created any encumbrance/mortgage on the captioned property and that there is no dispute or litigation pending in any court/tribunal/authority regarding the said property except those mentioned in the title opinion.

b] It is further mentioned in the said letter and it is seen from the appeal memo that Shri. Moreshwar Mahadu Bhandave and 3 others i.e. the owners of remaining portion of S. No- 92 have filed Appeal No. 4656/2019 before the Superintendent of Land Records for cancellation of demarcation under No. 2032/2009.

M/s Aditya Promoters filed its reply wherein it objected to the delay condonation. M/s Aditya Promoters further stated that the first official demarcation was made on 18.12.2009 and thereafter on 22.12.2016, wherein both the parties were present. A period of nearly 11 years had elapsed since the first demarcation. The District Superintendent Land Records vide Order dated 29.01.2021 held that on the basis of the demarcation buildings had been constructed and units therein had been sold to various persons and third party interest had been created. The Superintendent further held that the Appeal



was barred by limitation and hence dismissed the Appeal vide order dated 29.01.2021

11. It is seen from the Appeal no. 5334/2021 that the same is filed by Moreshtwar M. Bhondave and 3 others before Dept. Director of Land Records against the above order and have also filed application for injunction. It appears that said Bhondaves have raised dispute regarding measurement and demarcation. It is seen that their earlier objection was rejected on the ground of limitation as measurements done in 2009 were being challenged in the year 2021 i.e. after about 12 years. It is seen from the copy of the Reply by M/s Aditya Promoters that M/s Aditya Promoters have shown authority of the Supreme Court of India in the case of Santoshkumar Shivgouda Patil v. Balasaheb Shevale wherein it is held that invocation of revisional powers by SDO after lapse of 17 years is an abuse of process. Ordinarily reasonable period would be three years. M/s Aditya Promoters have acted on the basis of the demarcation, got the plans sanctioned, obtained NA permission, erected fence, constructed some buildings during last several years. In my opinion M/s Aditya Promoters have good case on their side however it is seen from the letter dated 27.05.2024 of M/s Aditya Promoters that the said appeal is pending and this Opinion is given subject to the same.

12. It is seen from copy of Deed of Declaration dated 28.03.2018 that M/s Aditya Promoters has executed a Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 thereby submitting the Building A1 to the provisions of Maharashtra Apartment Ownership Act, 1970 and that the same is registered at the Office of the Joint Sub Registrar Haveli-2 at Serial No. 2889/2018. The said Building A1 comprising of Parking + 14 floors and 108 residential apartments known as 'Aditya Vivaaz Project One Apartment Condominium'.

13. a) It is seen from the copy of Compromise Deed dated 10.01.2020 between Smt. Chandrabhaga Balu Bhondave and others



and M/s Aditya Promoters in which it is mentioned that in respect of charge of Rs. 5,00,000/- of Shri. Tejas Dnyaneshwar Bhondave M/s Aditya Promoters has given cheque of Rs. 5,00,000/- in favour of Shri. Tejas Dnyaneshwar Bhondave on 10/01/2023.

b) It is also mentioned in the said Compromise Deed that M/s Aditya Promoters has agreed for certain terms and conditions and also agreed to pay a sum of Rs. 8,00,000/- to the owners. You have informed me that the owners have received the last installment of Rs. 8,00,000/-

14. M/s Aditya Promoters got the plans of the proposed residential Buildings to be constructed on the captioned property sanctioned from the Pimpri Chinchwad Municipal Corporation vide Commencement Certificate No BP/Ravel/162/2019 dated 10/12/2019 which are revised under No BP/Ravel/129/2021 dated 06/09/2021 and No BP/Ravel/131/2024 dated 22/05/2024 subject to certain terms and conditions mentioned therein.

It is seen from the copy of plans dated 22/05/2024 and other dated 27/05/2024 of M/s Aditya Promoters that as per revised sanctioned layout there are 3 buildings A1, A2 and A3 which previously were sanctioned as A1, A2, A3 and A4 Buildings. It has completed the construction of A2 Building and obtained Completion Certificate vide No 848/2023 dated 22/11/2023.

15. It is seen from copy of Deed of Declaration dated 15/12/2023 that M/s Aditya Promoters has executed a Declaration vis 2 of the Maharashtra Apartment Ownership Act, 1970 thereby submitting the Building A2 to the provisions of Maharashtra Apartment Ownership Act, 1970 and that the same is registered at the Office of the Joint Sub Registrar Haveli-2 at Serial No.28328/2023. The said Building A2 comprising of Basement Parking + Still Parking + 13 floors and 152 residential apartments, known as "Aditya Vivaaz Project Two Apartment Condominium".



P. M. KHIRE

Advocate

16. It is seen from letter dated 27.05.2024 of M/s Aditya Promoters that it has not created any encumbrance/mortgage on the said property. It is further stated that except Appeal No.5334/2021 by Shri Moreshwar Mahadu Bhondave and 3 others before the Deputy Director of land record, there is no dispute or litigation pending in any court / tribunal/ authority regarding the said property.

It is further stated in the said letter that Building A3 consists of two Wings : presently sanctioned Wing A and the proposed sanctioned Wing B (yet to be sanctioned). M/s Aditya Promoters started the construction of Building A3 and have yet not sold any flat in Building A3.

17. I have perused search report dated 12.09.2012 of Deepak Dattatray Vanarase, Advocate and of Shri. Arif Nadaf Advocate dated 21.11.2013, 23.04.2014, 14.07.2015, 04.10.2021 and 29.05.2024 and of Advocate Shilpa Khire dated 22.12.2020 of Index No. II registers at the office of the Sub-Registrars for the last 30 years in respect of the captioned property and no document evidencing any subsisting mortgage, charge or encumbrance was found recorded from the available registers in respect of the captioned property. On the basis of the same and on the basis of the documents given for my perusal and subject to final decision in Appeal No.5334/2021 filed by Shri Moreshwar Mahadu Bhondave and 3 others before the Deputy Director of land record and subject to whatever stated here above, I am of the opinion that the title of M/s Aditya Promoters as an owner of a portion admeasuring 1 Hectar 44 Are described above is clear, clear and marketable without any encumbrance whatever.

All the documents are returned herewith

Yours faithfully


[P. M. KHIRE]
ADVOCATE

