

PRADEEP NANNAJKAR
AJAY GADEGAONKAR

Advocates

6, 'Saraswati Sadan'
1206/B-13, Shivajinagar,
Pune - 411 004.
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- a) Survey No.209/6/5/1 - 65.41 sq.mtrs.
- b) Survey No.209/6/6/1 - 3118.22 sq.mtrs.
- c) Survey No.209/6/8/1 - 2115.42 sq.mtrs.
- d) Survey No.209/6/9 - 976.01 sq.mtrs.
- e) Survey No.209/6/10 - 1200 sq.mtrs.
- f) Survey No.209/6/11 - 892.5 sq.mtrs.
- g) Survey No.209/6/13 - 912.17 sq.mtrs.
- h) Survey No.209/6/14 - 538.55 sq.mtrs.

9818.28 sq.mtrs.

Hadapsar, Taluka Haveli, District Pune.

- 1) Shri Shivaji Baburao Ghule
- 2) Sou. Asha Shivaji Ghule
- 3) Shri. Sunil Shivaji Ghule
- 4) Sou. Meghana Shivaji Ghule
- 5) Shri Jaisingh Baburao Ghule
- 6) Sou. Sushila Jaisingh Ghule
- 7) Shri Umesh Jaisingh Ghule
- 8) Sou. Rohini Umesh Ghule
- 9) Smt. Kamal Dattatraya Ghule
- 10) Smt. Kavita Dattatraya Ghule
- 11) Shri Aishwarya Vijay Ghule
- 12) Ms. Ankita Vijay Ghule
- 13) Ms. Surekha Ajay Ghule
- 14) Shri Akash Ajay Ghule
- 15) Ms. Rutuja Ajay Ghule
- 16) Sou. Deepali Hanumant Khandave
- 17) Sou. Swati Sachin Jagtap
- 18) Sou. Rohini Sanjay Landage
- 19) Sou. Nisha Tanaji Zambare
- 20) Sou. Pallavi Arjun Kunjir

VENDORS

M/s LJM Properties,
A registered Partnership Firm
Office at Lohia Jain House,
Bhandarkar Road, Good Luch Chowk,
Deccan Gymkhana, 893/6,
Shivajinagar, Pune - 411004.

DEVELOPER

Mullegkar

SEARCH & TITLE REPORT

I have perused all the relevant documents, in respect of the subject matter of the property and also taken a search from the office of Sub-Registrar for the last 30 years, commencing from 1994 to 2024, and my finds are as under :

- I. **Description of property** : All those pieces or parcels of ground or land within Registration Sub-District Haveli and within the limits of Pune Municipal Corporation at Village Hadapsar, Taluka Haveli, District Pune as under :

Sr. No.	Survey No.	Total area Hectare &Are	Assessment Rs./Paise	Sq.mtrs.
1.	209/6/5/1	0.14	0.05	65.41
2.	209/6/6/1	0.76	0.29	3118.22
3.	209/6/8/1	0.80.15	0.35	2115.42
4.	209/6/9	0.34.28	0.15	976.01
5.	209/6/10	0.17	0.05	1200
6.	209/6/11	0.17	0.05	892.5
7.	209/6/13	0.80	0.30	912.17
8.	209/6/14	0.17	0.15	538.55
		Total		9818.28

And the said are admeasuring 98.18 Ares is bounded as follows, that is to say :

On or towards the EAST : By 18 meter Road and Canal
On or towards the SOUTH : By Survey No.209/6 (part)On
or towards the WEST : By Survey No.209/6 (part)
On or towards the NORTH : By road going towards Sadesatra Nali

II. TITLE :

- a. The lands bearing Survey No.209/6C and 209/6E, Hadapsar were possession of Dagadu Krishnaji alias Babaji Tupe as per their cultivation.

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The said fact can be seen from the mutation entry No.4324 dated 07.06.1952.

- b. Said Dagadu Babaji alias Krishnaji Tupe in his life time made partition of his lands between family members, in the said partition (i) land bearing Survey No.209/6A/3, 206/6C and 209/6A/1 allotted in the name of Bhagubai Dagadu Tupe, (ii) land bearing Survey No.209/6D and 209/6C/3 allotted in the name of Anandibai Dagadu Tupe, and (iii) land bearing Survey No.209/6E retained himself, thereafter said Dagadu Babaji Tupe who expired on 04.11.1983,
- c. After the death of Dagadu Babaji Tupe said Survey no. 209/6 and their parts came to be the possession of his heirs three wives Smt. Anandibai Dagadu Tupe, Smt. Bhagubai Dagadu Tupe, Smt Parvatibai Dagadu Tupe, three sons Chandrakant Dagadu Tupe, Ashok Dagadu Tupe, Vijay Dagadu Tupe and daughter Suman Ulhasrao Shedage,
- d. There was again partition between the Smt. Anandibai Dagadu Tupe, Smt. Bhagubai Dagadu Tupe, Smt. Parvatibai Dagadu Tupe, Chandrakant Dagadu Tupe, Ashok Dagadu Tube, Vijay Dagadu Tupe, Suman Ulhasrao Shedage and Vijaya Chandrakant Tupe, Suhas Chandrakant Tupe and Sandeep Chandrakant Tupe as the heirs of deceased Dagadu Babaji alias Krishaji Tupe of Surrey No.209/6 and their parts along with other lands by Deed of Partition dated 31.10.1988, registered in the Office of Sub Registrar Haveli No. 1, at the Sr. No. 15183/88 on the same day, in the said partition respective portions allotted in the share of respective Owners as under,

Survey No.	Area	In the Share of
209/6/5	0.18	Sandeep Chandrakant Tupe
209/6/6	0.80	Smt. Anandibai Dagadu Tupe

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209/6/8	0.83	Vijaya Chandrakant Tupe
209/6/9	0.38	Ashok Dagadu Tupe
209/6/10	0.17	Chandrakant Dagadu Tupe
209/6/11	0.17	Vijaya Chandrakant Tupe
209/6/13	0.80	Smt. Bhagubai Dagadu Tupe
209/6/14	0.17	Suhas Chandrakant Tupe

said effect of partition recorded was recorded vide mutation entry no. 12901 dated 20.12.1988, which was certified on 14.01.1989

- e. Said Bhagubai Dagadu Tupe expired on 17.08.1993, after her death the land bearing Survey No.209/6/13 total admeasuring Hectare 0.80 Ares came to the possession of Ashok Dagadu Tupe by her will dated 09.01.1989, said effect was recorded vide mutation entry no.18144 dated 05.08.1995 which was certified on 14.12.1995.
- f. There was also family arrangement between be family members of the Tupe Family, in the Family Arrangement (i) land in the name of Bhagubai Dagadu Tupe confirm into the possession of Ashok Dagadu Tupe, (ii) lands in the name of Anandibai Dagadu confirm in to the possession of Chandrakant Dagadu Tupe, (iii) lands in the name of Parvatibai Dagadu confirm in to the possession of Vjay Dagadu Tupe,
- g. The Chandrakant Dagadu Tupe sold portion admeasuring 6 Ares to Sandhya Sahebrao Tupe and Chentan Sahebrao Tupe by sale dated 27.05.1996, said effect was recorded vide mutation entry no.29123 dated 07.10.2002 said Ashok Dagadu Tupe also sold portion admeasuring 5.20 Ares sold to Anand Sahebrao Tupe and Mrs. Sandya Sahebrao Tupe by sale deed dated 16.05.1996, registered in the Office of Sub Registrar Haveli No.3 at the S.No.3277/96, said effect was recorded vide mutation entry no. 29122 dated 07.10.2002, said Anand Sahebrao Tupe

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who expired on 06.01.2001, after his death his share in the said portion came to the possession of Sahebrao Shripati Tupe, Sandya Sahebrao Tupe and Chetan Sahebrao Tupe, said effect was recorded vide mutation entry no.29567 dated 11.02.2003, Ashok Dagadu Tupe that, respective owners sold there respective portion to the various purchaser as under.

Respective Owners	Survey no.	Sold	Retained
Sandeep Tupe	209/6/5/1	1334.59	65.41
Smt. Anandibai Dagadu Tupe	209/6/6/1	3438.09	4161.91
Vijaya Chandrakant Tupe	209/6/8/1	4432.49	3582.51
Ashok Dagadu Tupe	209/6/9	993.38	2434.62
Chandrakant Dagadu Tupe Cetan Sahebrao Tupe Sandya sahebrao Tupe	209/6/10	1100	600
Vijaya Chandrakant Tupe	209/6/5/11	807.5	892.5
Ashok D. Tupe , Sandya Sahebrao and Chetan Tupe	209/6/13	6972.08	1027.92
Suhas Chandrakant Tupe	209/6/14	1161.45	538.55
			133003.42

- h. Said Tupe family made a tentative layout of said Land and plot in the said layout allotted to the respective owners without any document.
- i. Said Ashok Dagadu Tupe, Sahebrao Shripati Tupe, Sandya Sahebrao Tupe, Chetan Sahebrao Tupe, Vijay Dagdu Tupe, Chandrakant Dagdu Tupe, Vijaya Chandrakant Tupe, Sandeep Chandrakant Tupe, Suhas

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k. Said Shri Ashok Dagadu Tupe and others sold, transferred and conveyed the said land in favour of M/s Serum Institute of India

Pvt. Ltd. by Sale Deed dated 29th April 2009 registered in the Office of Sub-Registrar Haveli No.3 at Serial No.2191/2009 on 18th June 2009. with the consent of City Parks Pvt. Ltd. through its director Anirudh Deshpande. Accordingly, by Mutation Entry **No.39001**, the name of M/s Serum Institute of India Pvt. Ltd. was mutated on the 7/12 extract, in respect of the aforesaid properties Mutation Entry **No.39001** on 22nd January, 2010.

The land bearing Survey No.108/6 admeasuring 74 Ares from Village Manjari Budruk, Taluka Haveli, District Pune was seized, owned and possessed by Shri Shivaji Baburao Ghule, Shri Jaisingh Baburao Ghule and Shri Dattatray Baburao Ghule.

On 27th May, 2019, M/s Serum Institute of India Pvt. Ltd. exchanged the property described hereinabove with the land bearing Survey No.108 Hissa No.6, Manjari Budruk with Shri Shivaji Baburao Ghule and others by executing Deed of Exchange dated 17th May, 2019. In addition to that, M/s Serum Institute of India Pvt. Ltd. also paid sum of Rs.9,81,00,000/- to the Shri Shivaji Baburao Ghule and others. The said Deed of Exchange is duly registered with the Office of Sub-Registrar Haveli No.2 at Serial No.4388/2019 on the same day.

By the aforesaid Exchange Deed, Shri Shivaji Baburao Ghule and others, i.e., the Vendors herein, became the absolute owners, in respect of the aforesaid property, and M/s Serum Institute of India Pvt. Ltd. became the owners of land bearing Survey No.108/6, Manjari Budruk. Accordingly, by Mutation Entry **No.49086**, the names of the Vendors are mutated on the 7/12 extract, in respect of the aforesaid land, and the name of M/s Serum Institute is mutated on the land bearing Survey No.108/6.

The Vendors herein with the consent of other family members granted development rights, in respect of an area admeasuring 9818.28 sq.mtrs., in favour of M/s LJM Properties by executing Development Agreement and Power of Attorney both dated 11th September, 2023. Both the said documents are duly registered with the Office of Sub-Registrar of Haveli No.10 at Serial

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No.23290 and 23288 of his Book No.1. The details of the same are, as under :

As per the said Agreement, the Vendors herein authorized and empowered the Developer herein to develop the aforesaid area with its utmost potential and appropriate the sale proceeds thereof. As per the said Agreement, the Developer agreed to provide constructed area admeasuring 102000 sq.ft. in the form of flats / unit / apartment, offices & shops from the buildings to be constructed on the said property to the Vendors towards consideration for grant of development rights in the form of tenements from the buildings to be constructed. In addition to that, the Developer has agreed to pay a sum of Rs.5,00,00,000/- to the Vendors towards interest-free refundable security deposit.

In pursuance of the same, the Developers has submitted the layout plans / building plans with the Pune Municipal Corporation for approval and sanction. Accordingly, the Pune Municipal Corporation approved the layout plans/ building plan and granted permission for the construction of residential and commercial building over the aforesaid property, vide layout Commencement Certificate No. CC/2529/23 on 09/01/2024 and building permission Commencement Certificate No CC/1618/2024 on date 11/09/2024. The PMC charges like paid premiums, development charges, and ancillary charges to sanction the above mentioned plan from P.M.C. are borne by the developers.

Thus, the Developers herein are entitled to develop the aforesaid lands, by obtaining necessary permissions and sanction from the Pune Municipal Corporation. Moreover, the Developer is entitled to sell, transfer and convey the tenements/units from the buildings to be constructed over the said land to the prospective purchaser and appropriate the sale proceeds thereof, except the tenements/units, as shall be allotted to the original owners, i.e., the Vendors herein, towards consideration for the grant of development rights, as per the Development Agreement dated 11th September, 2023. However, before the sale, transfer, promotion & advertisement of any of the tenements from the said building to be constructed over the said property, the Developers are under obligation to register the said project with RERA Authority. Moreover, the Developers shall also require to take other

permissions, which shall be required or necessary for the development of the said property.

III. **ENCUMBRANCES** : I have inspected revenue record and other relevant documents of the captioned property. However, during my inspection I did not come across any adverse entry of encumbrance, such as mortgage, lease, etc., in respect of the said property.

IV. **TENURE** : The captioned properties described hereinabove are situate within the limits of Pune Municipal Corporation. Moreover, the said properties are freehold lands.

V. **DOCUMENTS** : I have also inspected the Revenue Records of the said properties. I have also inspected the following documents :

a) 7/12 extract of Survey no.209/6/5/1 Hadapsar.

b) 7/12 extract of Survey no.209/6/8/1 Hadapsar.

c) 7/12 extract of Survey no.209/6/9 Hadapsar.

d) 7/12 extract of Survey no.209/6/10 Hadapsar.

e) 7/12 extract of Survey no.209/6/11 Hadapsar.

f) 7/12 extract of Survey no.209/6/13 Hadapsar.

g) 7/12 extract of Survey no.209/6/14 Hadapsar.

h) Mutation entry no 49086, 51214, 53100, 3100, 4324, 12901, 18144, 29123, 29122, 29567, 39001.

i) Copy of Deed of Partition dated 31.10.1988 registered in the Office of Sub Registrar Haveli No. 1 at the Sr. No. 15183/88 on the same day between Ashok Dagadu Tupe and their Family Members.

j) Copy of Sale Deed dated 16.05.1996 executed by Ashok Dagadu Tupe in favour of Anand Sahebrao Tupe and Mrs. Sandya Sahebroa Tupe.

k) Copy of Zone Certificate of Survey No.209, dated 23.03.2007, bearing No.DPO/2007/1782 issued by the Assistant City Engineer, Municipal Corporation City of Pune.

l) Copy of Order passed under the provisions of the Urban land

(Ceiling and Regulation) Act, 1976, in case No. 1705-BH dated 31.05.2005 relating to the said Survey No.209

m) Copy of Power of Attorney dated 15.12.2005, executed by Ashok Dagadu Tupe and their Family members in favour of Anirudh Deshpande of the said Land

n) Copy of Development Agreement dated 08.03.2006, executed by Ashok Dagadu Tupe and their Family members in favour of Developer, registered in the office of Sub.Registrar, Haveli No.3, at the serial no.3102/2006 and 3102/2006 dated 26.04.2006 of the said Lands.

o) Copy of Power of Attorney dated 08.03.2006, executed by Ashok Dagadu Tupe and their Family members in favour of Dr. Sayaras Solu Poonawala and Adras Sayaras Poonawal, registered in the office of Sub.Registrar, Haveli No.3, at the serial No.3103/2006 on 26.04.2006 of the said Lands.

p) Copy of Development Agreement dated 11th September, 2023 registered in the Office of Sub-Registrar Haveli No.10 at Serial No.23288.

q) Copy of POA dated 11th September, 2023 registered in the office of Sub-Registrar Haveli No.10 at Serial No.23290.

r) Copy of Deed of Exchange dated 27th May, 2019 executed between the Vendors and Serum Institute.

s) Search Receipt

VI. **ASSESSMENT** : Non-Agricultural assessment is required to be paid to the State of Maharashtra every year in addition to the taxes payable to the Pune Municipal Corporation.

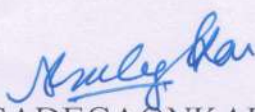
VII. **REMARKS** : Advocate Nilesh Dagade has taken search in the offices of Sub-Registrars. However, he has not found any adverse entry to the title of aforesaid Vendors to the said property.

VIII. OPINION :

From the perusal of the documents, findings are as under :

- a) The Vendors collectively seized, owned and possessed the properties more particularly described in para 1 hereinabove.
- b) The Vendors herein have clean, clear and marketable title to the aforesaid properties.
- c) As per the Development Agreement and Power of Attorney both dated 11th September, 2023 executed by the Vendors, the Developer, viz., M/s LJM Properties, acquired the development rights, in respect of the said properties.
- d) M/s LJM Properties are entitled to develop the aforesaid properties, by obtaining necessary permission and sanction.
- e) M/s LJM Properties are also entitled to sell, transfer and convey the tenement/units from the buildings to be constructed over the said properties to the prospective purchasers and appropriate the sale proceeds thereof, except the constructed area to be allotted to the Vendors under the said Agreement.
- f) M/s LJM Properties are required to obtain necessary permission and sanction from the Pune Municipal Corporation as well as other Authorities which are required for the development of the said property.
- g) M/s LJM Properties are also under obligation to register the said project with the RERA Authorities before commencement of any sale, advertisement and transfer of tenement from the said Project.

Pune,
Dated : 27.09.2024


(AJAY GADEGAONKAR)
ADVOCATE



