

Mrs. MEENAKSHI PALKAR

B.Sc. (Hon.), L.L.B

Mr. RAJENDRA PALKAR

B.Sc., L.L.B

ADVOCATE

Dated :- 22-02-2016

RE:- Title of the Owners and the Rights
of the Owners and the Developer to
develop in joint venture, the land
bearing Gat No. 625 (part), at
village Kesnand, Taluka Haveli,
District Pune.

**1| MR. NANDKUMAR JAGGANNATH
JADHAV, 2| MR. DATTRAYA
JAGGANNATH JADHAV, 3| MR.
RAMCHANDRA JAGGANNATH JADHAV
AND 4| MR. BALASAHEB JAGGANNATH
JADHAV, THE OWNERS AND VTP
CORPORATION LLP, THE DEVELOPER.**

SEARCH-REPORT

As to the title of the Owners, 1] Mr. Nandkumar Jaggannath Jadhav, 2] Mr. Dattatraya Jaggannath Jadhav, 3] Mr. Ramchandra Jaggannath Jadhav and 3] Mr. Balasaheb Jaggannath Jadhav to the extent of their undivided share therein and the rights of the said Owners and VTP Corporation LLP, the Developer, to develop the aforesaid property in joint venture.

All Communication be addressed to the signatory only

The search of the above said land has been taken by me from the concerned offices of the Sub-Registrars of Haveli, District-Pune and I have gone through the Revenue Record for the years 1987 to 2016. My findings are as under:-

(1) SITUATION :- The said LAND is situated at Village Kesnand, Taluka Haveli, District Pune, and within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti of Haveli, and Grampanchayat of Kesnand.

(2) MEASUREMENTS:- As per the VII & XII extract the area of the said land bearing Gat No. 625, at Village Kesnand, Taluka Haveli, District Pune, is 02 Hectares 53 Ares. The said Owners 1] Mr. Nandkumar Jaggannath Jadhav seize, posses and owns a portion admeasuring 31.75 Ares from the said land bearing Gat No. 625, 2] Mr. Dattaraya Jaggannath Jadhav seize, posses and owns a portion admeasuring 31.75 Ares from the said land bearing Gat No. 625, 3] Mr. Ramchandra Jaggannath Jadhav seize, posses and owns a portion admeasuring 31.75 Ares from the said land bearing Gat No. 625, and 4] Mr. Balasaheb Jaggannath Jadhav seize, posses and owns a portion admeasuring 31.75 Ares from the said land bearing Gat No. 625, situated at Village Kesnand, Taluka Haveli, District Pune, which is subject matter of this search. However, the concerned person or persons are advised to ascertain the correct area of the said land through the office of the District Inspector of Land Records, Pune.

(3) TITLE:- The said land bearing old Gat No. 1151 i. e. bearing corresponding New Gat No. 625, at Village Kesnand, Taluka Haveli,

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District Pune, admeasuring 02 Hectare 53 Ares was seized, possessed and owned by one Smt. Taibai Baban Jadhav.

The said land was bearing old Gat No. 1151, at Village Kesnand, Taluka Haveli, District Pune, admeasuring 02 Hectares 53 Ares, has been allotted new Gat No. 625, the said fact is evident from mutation entry no. 1.

As is evident from mutation entry bearing no. 127 that the provisions of the Standards Of Weight & Measures Act, 1976 and the Indian coinage Act, 1906, have been made applicable to the village Kesnand, of Taluka Haveli, District Pune.

The said land bearing old Gat No. 1151 i. e. bearing corresponding New Gat No. 625, at Village Kesnand, Taluka Haveli, District Pune, admeasuring 02 Hectare 53 Ares was seized, possessed and owned by one Mr. Baban Ananda Jadhav, as is seen from the mutation entry bearing no. 670. Mr. Baban Ananda Jadhav expired on 29-07-1970, leaving behind his wife Smt. Taibai Baban Jadhav and two sons namely 1] Mr. Jaggannath Baban Jadhav and 2] Mr. Bhagwan Baban Jadhav, as his only heir and legal representatives. Hence, names of 1] Smt. Taibai Baban Jadhav 2] Mr. Jaggannath Baban Jadhav and 3] Mr. Bhagwan Baban Jadhav, came to be duly mutated in the Record of Rights as the owners of the said land vide mutation entry bearing no. 670.

It is evident from mutation entry bearing no. 635 that the erstwhile owner Smt. Taibai Baban Jadhav, had taken a loan of Rs. 622/- from the Government for irrigating said land and hence "Bading Tagai Boja" has

been created on the said land and a remark to that effect is seen in the other rights column of the VII x XII extract of the said land.

Thereafter, Mr. Bhagwan Baban Jadhav, sold, conveyed and transferred a portion admeasuring 63 Ares from the said land bearing Gat No. 625, at village Kesnand, Taluka Haveli, District Pune, admeasuring 02 Hectares 53 Ares, to Mrs. Sushila Suresh Hargude by a Deed of Conveyance dated 22-11-2005, which is duly registered in the office of Sub-Registrar of Haveli, Pune, at serial no 9822/2005. In pursuance of the said Deed of Conveyance dated 22-11-2005, the name of Mrs. Sushila Suresh Hargude came to be duly mutated as the owner of the aforesaid portion of land in the Record of Rights i. e. in the owner & possessor column of VII x XII extract of the said land, vide mutation entry bearing no. 1961. The said portion of land seized, possessed and owned by Mrs. Sushila Suresh Hargude, is not part of this search report.

Thereafter, Mr. Bhagwan Baban Jadhav, sold, conveyed and transferred a portion admeasuring 63 Ares from the said land bearing Gat No. 625, at village Kesnand, Taluka Haveli, District Pune, admeasuring 02 Hectares 53 Ares, to Mrs. Mangala Balasaheb Hargude by a Deed of Conveyance dated 22-11-2005, which is duly registered in the office of Sub-Registrar of Haveli, Pune, at serial no 9824/2005. In pursuance of the said Deed of Conveyance dated 22-11-2005, the name of Mrs. Mangala Balasaheb Hargude came to be duly mutated as the owner of the aforesaid portion of land in the Record of Rights i. e. in the owner & possessor column of VII x XII extract of the said land, vide mutation entry bearing no. 1962. The said portion of land seized, possessed and owned by Mrs. Mangala Balasaheb Hargude, is not part of this search report.

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Said Smt. Taibai Baban Jadhav , expired at Pune on 08-07-2004, leaving behind her son 1] Mr. Bhagwan Baban Jadhav and heirs and legal representatives of her deceased son late Mr. Jaggannath Baban Jadhav , they being his wife Smt. Tarubai Jaggannath Jadhav, his four sons 1] Mr. Dattatraya Jaggannath Jadhav, 2] Mr. Balasaheb Jaggannath Jadhav, 3] Mr. Rambhau Jaggannath Jadhav & 4] Mr. Nandkumar Jaggannath Jadhav and his daughter Mrs. Hirabai Balasaheb Khalekar. Upon the death of Smt. Taibai Baban Jadhav, the said land devolved on 1] Mr. Bhagwan Baban Jadhav 2] Smt. Tarubai Jaggannath Jadhav, 3] Mr. Dattatraya Jaggannath Jadhav, 4] Mr. Balasaheb Jaggannath Jadhav, 5] Mr. Rambhau Jaggannath Jadhav , 6] Mr. Nandkumar Jaggannath Jadhav & 7] Mrs. Hirabai Balasaheb Khalekar, as per the provisions of Hindu Succession Act, 1956, hence, and thus, each one owns the said land to the extent of his or her undivided share therein. Therefore, the names of 1] Mr. Bhagwan Baban Jadhav 2] Smt. Tarubai Jaggannath Jadhav, 3] Mr. Dattatraya Jaggannath Jadhav, 4] Mr. Balasaheb Jaggannath Jadhav, 5] Mr. Rambhau Jaggannath Jadhav , 6] Mr. Nandkumar Jaggannath Jadhav & 7] Mrs. Hirabai Balasaheb Khalekar, came to be duly mutated in the Record of Rights as the owners of the said land, to the extent of their undivided share therein, vide mutation entry bearing no. 1788.

Hence the said property bearing land bearing Gat No. 625, at village Kesnand, Taluka Haveli, District Pune, admeasuring 02 Hectare 53 Ares is seized, possessed and owned by 1] Mr. Bhagwan Baban Jadhav 2] Smt. Tarubai Jaggannath Jadhav, 3] Mr. Dattatraya Jaggannath Jadhav, 4] Mr. Balasaheb Jaggannath Jadhav, 5] Mr. Rambhau Jaggannath Jadhav ,

6] Mr. Nandkumar Jaggannath Jadhav & 7] Mrs. Hirabai Balasaheb Khalekar, to the extent of their undivided share therein.

However as mentioned hereinbefore, Mr. Bhagwan Baban Jadhav, has sold, conveyed and transferred his share to Mrs. Sushila Suresh Hargude and Mrs. Mangala Balasaheb Hargude.

The mutation entries bearing nos. 3178 & 3276 although with respect to the said land, but are not concerned with the said owners namely 1] Mr. Nandkumar Jaggannath Jadhav, 2] Mr. Dattatraya Jaggannath Jadhav, 3] Mr. Ramchandra Jaggannath Jadhav and 3] Mr. Balasaheb Jaggannath Jadhav and their respective undivided share therein.

Thereafter said Smt. Tarabai Jaggannath Jadhav and Mrs. Hirabai Balasaheb Khalekar released their undivided share in the said land bearing Gat No. 625, at village Kesnand, Taluka Haveli, District Pune, admeasuring 02 Hectare 53 Ares, in favour of 1] Mr. Dattatraya Jaggannath Jadhav, 2] Mr. Balasaheb Jaggannath Jadhav, 3] Mr. Rambhau Jaggannath Jadhav & 4] Mr. Nandkumar Jaggannath Jadhav, who are the sons of Smt. Tarabai Jaggannath Jadhav and brothers of Mrs. Hirabai Balasaheb Khalekar, by a Deed of Release dated 17-10-2013, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, Pune at serial no. 8049/2013. Thus said Smt. Tarabai Jaggannath Jadhav and Mrs. Hirabai Balasaheb Khalekar do not have any right, title or interest in the said land by virtue of the said Deed of Release dated 17-10-2013. In pursuance of the said Deed of Release dated 17-10-2013, the names of Smt. Tarabai Jaggannath Jadhav and Mrs. Hirabai Balasaheb Khalekar, have been deleted from the Record of Rights i. e. from the

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owner & possessor column of the VII x XII extract of the said land by mutation entry bearing no. 3553.

The owner namely **Mr. Nandkumar Jaggannath Jadhav** and his family members entered into a Joint Venture with the VTP Corporation LLP, the Developer, to carry out the work of development of a portion admeasuring 31.75 Ares i. e. 3175 sq. mtrs. from the said land bearing Gat No. 625, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 02 Hectares & 53 Ares, by a Joint Venture Agreement dated 10-11-2014, executed by the said Owner/s in favour of the said Developer, which is duly registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at Serial No. 9833/2014 on 10-11-2014. In pursuance of the said Joint Venture Agreement dated 10-11-2014, the aforesaid Owners also executed an Irrevocable General Power of Attorney dated 10-11-2014, in favour of VTP Corporation LLP, which is also registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at serial no. 9834/2014 on 10-11-2014.

Thus the owner namely **Mr. Nandkumar Jaggannath Jadhav**, seize, possess and own the said land to the extent of his undivided share therein and have good and marketable title to the same and further have absolute right and authority to transfer, convey, assign, to develop in joint venture, or dispose off his undivided share in the said land in any manner whatsoever. Thus the Developer has right and authority to develop a portion admeasuring 31.75 Ares i. e. 3175 sq. mtrs. from the said land bearing Gat No. 625, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 02 Hectares & 53 Ares, in Joint Venture with the

Owner/s, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof alongwith the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 10-11-2014, executed by the said Owners in favour of the Developer.

The owner namely **Mr. Dattatraya Jaggannath Jadhav** and his family members entered into a Joint Venture with the VTP Corporation LLP, the Developer, to carry out the work of development of a portion admeasuring 31.75 Ares i. e. 3175 sq. mtrs. from the said land bearing Gat No. 625, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 02 Hectares & 53 Ares, by a Joint Venture Agreement dated 16-02-2015, executed by the said Owner/s in favour of the said Developer, which is duly registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at Serial No. 1710/2015 on 16-02-2015. In pursuance of the said Joint Venture Agreement dated 16-02-2015, the aforesaid Owners also executed an Irrevocable General Power of Attorney dated 16-02-2015, in favour of VTP Corporation LLP, which is also registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at serial no. 1711/2015 on 16-02-2015.

Thus the owner namely **Mr. Dattatraya Jaggannath Jadhav**, seize, possess and own the said land to the extent of his undivided share therein and have good and marketable title to the same and further have absolute right and authority to transfer, convey, assign, to develop in joint venture, or dispose off his undivided share in the said land in any manner whatsoever. Thus the Developer has right and authority to develop a

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portion admeasuring 31.75 Ares i.e. 3175 sq. mtrs. from the said land bearing Gat No. 625, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 02 Hectares & 53 Ares, in Joint Venture with the Owner/s, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof alongwith the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 16-02-2015, executed by the said Owners in favour of the Developer.

The owner namely **Mr. Ramchandra Jaggannath Jadhav** and his family members entered into a Joint Venture with the VTP Corporation LLP, the Developer, to carry out the work of development of a portion admeasuring 31.75 Ares i. e. 3175 sq. mtrs. from the said land bearing Gat No. 625, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 02 Hectares & 53 Ares, by a Joint Venture Agreement dated 10-11-2014, executed by the said Owner/s in favour of the said Developer, which is duly registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at Serial No. 9824/2014 on 10-11-2014. In pursuance of the said Joint Venture Agreement dated 10-11-2014, the aforesaid Owners also executed an Irrevocable General Power of Attorney dated 10-11-2014, in favour of VTP Corporation LLP, which is also registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at serial no. 9825/2014 on 10-11-2014.

Thus the owner namely **Mr. Ramchandra Jaggannath Jadhav**, seize, possess and own the said land to the extent of his undivided share therein

and have good and marketable title to the same and further have absolute right and authority to transfer, convey, assign, to develop in joint venture, or dispose off his undivided share in the said land in any manner whatsoever. Thus the Developer has right and authority to develop a portion admeasuring 31.75 Ares i. e. 3175 sq. mtrs. from the said land bearing Gat No. 625, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 02 Hectares & 53 Ares, in Joint Venture with the Owner/s, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof alongwith the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 10-11-2014, executed by the said Owners in favour of the Developer.

The owner namely **Mr. Balasaheb Jaggannath Jadhav** and his family members entered into a Joint Venture with the VTP Corporation LLP, the Developer, to carry out the work of development of a portion admeasuring 31.75 Ares i. e. 3175 sq. mtrs. from the said land bearing Gat No. 625, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 02 Hectares & 53 Ares, by a Joint Venture Agreement dated 10-11-2014, executed by the said Owner/s in favour of the said Developer, which is duly registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at Serial No. 9819/2014 on 10-11-2014. In pursuance of the said Joint Venture Agreement dated 10-11-2014, the aforesaid Owners also executed an Irrevocable General Power of Attorney dated 10-11-2014, in favour of VTP Corporation LLP, which is also registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at serial no. 9820/2014 on 10-11-2014.

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Thus the owner namely **Mr. Balasaheb Jaggannath Jadhav**, seize, possess and own the said land to the extent of his undivided share therein and have good and marketable title to the same and further have absolute right and authority to transfer, convey, assign, to develop in joint venture, or dispose off his undivided share in the said land in any manner whatsoever. Thus the Developer has right and authority to develop a portion admeasuring 31.75 Ares i. e. 3175 sq. mtrs. from the said land bearing Gat No. 625, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 02 Hectares & 53 Ares, in Joint Venture with the Owner/s, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof alongwith the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 10-11-2014, executed by the said Owners in favour of the Developer.

4) **POSSESSION:-** The said land is in possession of the Developer as the Licensee for the purposes of development, although the juridical possession of the said land is with the Owners to the extent of their respective portions therein, as stated hereinabove, as per the documentary record produced for my perusal.

5) **ENCUMBRANCES:-** I have not come across any entry showing any encumbrances such as mortgage, charge, lien, lease etc. or any other encumbrance of whatsoever nature in respect of the said land during search of the record that was available at the offices of the concerned Sub-Registrars for the years 1987 to 2016. The other Revenue Records and

other documents produced for my perusal also does not reflect any encumbrance of 1] Mr. Nandkumar Jaggannath Jadhav, 2] Mr. Dattatraya Jaggannath Jadhav, 3] Mr. Ramchandra Jaggannath Jadhav and 3] Mr. Balasaheb Jaggannath Jadhav, the owners, against their respective undivided share in the said land, as of today.

6) **TENURE:-** The said property is an Agricultural land, free hold and yearly Agricultural tax is required to be paid to the State Government.

7) **DOCUMENTS:-** I have been supplied with the Xerox copies of VII x XII Extracts of the said property for period from 1966 to 2016, Mutation Entries no. 1, 127, 670, 635, 1788, 1961, 1962, 3178, 3267 and 3553, Xerox copies of registered Joint Venture Agreements dated 10-11-2014 and Xerox copies of registered Irrevocable Power of Attorney dated 10-11-2014 of 1] Mr. Nandkumar Jaggannath Jadhav, 2] Mr. Ramchandra Jaggannath Jadhav and 3] Mr. Balasaheb Jaggannath Jadhav and Xerox copy of registered Joint Venture Agreement dated 16-02-2015 and Xerox copy of registered Irrevocable Power of Attorney dated 16-02-2015 of Mr. Dattatraya Jaggannath Jadhav,

8) **ASSESSMENT & TAXES:-** The said land is assessed by the State Government for Agricultural tax & Agricultural tax pertaining to the said property is required to be paid to the State Government..

9) **ACQUISITION, REQUISITION & RESERVATION:-** The Owner/s have not received any notice/s of acquisition or requisition from Union of India, State of Maharashtra or from any other public body or

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authority in respect of the said land as stated by the Owners. As far as acquisition under the Land Acquisition Act is concerned, I have not come across any such proposal in respect of the said land.

10) **ADVERTISEMENT:-** I have issued a public notice on behalf of VTP Corporation LLP, the Developer, in daily News Paper "Prabhat" in it's issue dated 26-01-2014, calling for objections from any person or persons, having right, interest or claim of whatsoever nature in the portion admeasuring 127 Ares from the said land bearing Gat No. 625, situated at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 02 Hectares & 53 Ares, seized, possessed and owned by 1] Mr. Nandkumar Jaggannath Jadhav, 2] Mr. Dattatraya Jaggannath Jadhav, 3] Mr. Ramchandra Jaggannath Jadhav and 3] Mr. Balasaheb Jaggannath Jadhav. I have not received any objection in pursuance of the said notice from any person or persons claiming to have any right, title or interest in the undivided share from the said land of the aforesaid four owners till today.

11) **REMARKS:-** As per the search taken of the records available in the offices of the concerned Sub-Registrars and as per the documents produced for my perusal the title of the Owners 1] Mr. Nandkumar Jaggannath Jadhav, 2] Mr. Dattatraya Jaggannath Jadhav, 3] Mr. Ramchandra Jaggannath Jadhav and 3] Mr. Balasaheb Jaggannath Jadhav, appears to be good and marketable pertaining to their respective undivided share in the said land being a portion admeasuring 127 Ares i. e. 12700 sq. mtrs. from the said land bearing Gat No. 625, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 02 Hectares & 53 Ares and is free from any encumbrances. Similarly, VTP

Corporation LLP, i.e. the Developer has right and authority to develop the said land, in Joint Venture with the Owner/s, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof along with the Owners, in the proportion, as laid down in the four Joint Venture Agreements mentioned hereinabove, executed by the each of the said four Owners with respect to their undivided share therein in favour of the Developer.


MRS. MEENAKSHI PALKAR,
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Dated :- 22-02-2016

RE:- Title of the Owners and the Rights
of the Owners and the Developer to
develop in joint venture, a portion
of the land bearing Gat No. 654
(part), at village Kesnand, Taluka
Haveli, District Pune.

- 1] MR. PANDURANG JAGANNATH WAVHAL.
 - 2] MR. DASHRATH JAGANNATH WAVHAL.
 - 3] SMT. SUNANDA ASHOK PATEKAR.
 - 4] MR. VIJAY KANTILAL WAVHAL.
 - 5] MR. TUSHAR VIJAY WAVHAL.
 - 6] MR. MANDAR VIJAY WAVHAL.
 - 7] MR. GULAB DIGAMBAR WAVHAL.
 - 8] MR. VILAS DIGAMBAR WAVHAL.
 - 9] SMT. TARABAI DIGAMBAR WAVHAL.
 - 10] MRS. RADHIKA SACHIN PHUTANE.
- THE OWNERS AND VTP CORPORATION
LLP, THE DEVELOPER.

SEARCH-REPORT

As to the title of the Owners Mr. Pandurang Jagannath Wavhal and
others and the rights of the Owners and VTP Corporation LLP, the
Developer, to develop the aforesaid property in joint venture.

All Communication be addressed to the signatory only

The search of the above said property has been taken by me from the offices of the Sub-Registrars of Haveli, District-Pune and I have gone through the Revenue Record for the years 1987 to 2016. My findings are as under:-

(1) **SITUATION :-** The said property is situated at Village Kesnand, Taluka Haveli, District Pune, and within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti of Haveli, and Grampanchayat of Kesnand.

(2) **MEASUREMENTS:-** As per the VII & XII extract the area of the said land bearing Gat No. 654, at Village Kesnand, Taluka Haveli, District Pune, is 00 Hectare 62 Ares. **I)** The Owners namely a) Mr. Pandurang Jagannath Wavhal, b) Mr. Dashrath Jagannath Wavhal and c) Smt. Sunanda Ashok Patekar seize, possess and own an undivided share in the said land bearing Gat No. 654 out of which the said owners have given a portion admeasuring 2 Ares for development. **II)** The Owners namely a) Mr. Vijay Kantilal Wavhal, b) Mr. Tushar Vijay Wavhal and c) Mr. Mandar Vijay Wavhal seize, possess and own an undivided share in the said land bearing Gat No. 654 out of which a portion admeasuring 2 Ares the said owners have given for development. **III)** The Owners namely a) Mr. Gulab Digambar Wavhal, b) Mr. Vilas Digambar Wavhal, c) Smt. Tarabai Digambar Wavhal and d) Mrs. Radhika Sachin Phutane seize, possess and own an undivided share in the said land bearing Gat No. 654 out of which a portion admeasuring 2 Ares said owners have given for development. However, the concerned person or persons are advised to ascertain the correct area of the said property through the office of the District Inspector of Land Records, Pune.

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(3) **TITLE:-** The said land bearing old Gat No. 1179 i. e. bearing corresponding New Gat No. 654, at Village Kesnand, Taluka Haveli, District Pune, admeasuring 00 Hectare 62 Ares was originally seized, possessed and owned by Mr. Jagannath Ganpat Wavhal as the manager of the Hindu Undivided Family. Mr. Jagannath Ganpat Wavhal had two brothers namely 1] Mr. Kantilal Ganpat Wavhal, who pre-deceased him and 2] Mr. Digambar Ganpat Wavhal, as can seen from the Revenue Records.

The said land was bearing old Gat No. 1179, at Village Kesnand, Taluka Haveli, District Pune, admeasuring 00 Hectare 62 Ares, has been allotted new Gat No. 654, the said fact is evident from mutation entry no. 1.

As is evident from mutation entry bearing no. 127 that the provisions of the Standards Of Weight & Measures Act, 1976 and the Indian Coinage Act, 1906, have been made applicable to the village Kesnand. of Taluka Haveli, District Pune.

Mr. Jagannath Ganpat Wavhal had taken a loan of Rs. 1000/- (Rupees One Thousand only) from Kesnand Vikas Kastakari Sahakari Society on 15-07-1969, hence the name of the said Society came to be mutated in the other rights column of the VII x XII extract of the said land bearing Gat No. 654, of village Kesnand, Taluka Haveli, District Pune, vide mutation entry bearing no. 159.

Mr. Jagannath Ganpat Wavhal expired on 05-11-1990 at Pune, leaving behind him his two sons namely 1] Mr. Pandurang Jagannath Wavhal and

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2] Mr. Dashrath Jagannath Wavhal, a daughter namely Mrs. Sunanda Ashok Patekar and wife Smt. Parubai Jagannath Wavhal, son of deceased brother Mr. Viajy Kantilal Wavhal and his wife Mrs. Laxmibai Kantilal Wavhal and his brother Mr. Digambar Ganpat Wavhal, as his only heirs and legal representatives. Upon the death of late Mr. Jagannath Ganpat Wavhal his undivided share in the said land devolved on his two sons, one daughter and his wife, but both his brother were entitled to their respective undivided share in the said land. Hence the names of 1] Mr. Pandurang Jagannath Wavhal and 2] Mr. Dashrath Jagannath Wavhal, 3] Mrs. Sunanda Ashok Patekar, 4] Smt. Parubai Jagannath Wavhal, 5] Mr. Viajy Kantilal Wavhal, 6] Mrs. Laxmibai Kantilal Wavhal and 7] Mr. Digambar Ganpat Wavhal came to be duly mutated in the Record of Rights i. e. the VII x XII extract of the said land as the owners to the extent of their undivided share therein vide mutation entry bearing no. 1538.

Mr. Digambar Ganpat Wavhal expired on 21-07-2002 at Pune, leaving behind him his three sons namely 1] Mr. Dilip Digambar Wavhal 2] Mr. Gulab Digambar Wavhal and 3] Mr. Vilas Digambar Wavhal, a daughter namely Mrs. Radhika Sachin Phutane and wife Smt. Tarabai Digambar Wavhal, as his only heirs and legal representatives. Upon the death of late Mr. Digambar Ganpat Wavhal his undivided share in the said land devolved on his three sons, one daughter and his wife. Hence the names of 1] Mr. Dilip Digambar Wavhal, 2] Mr. Gulab Digambar Wavhal , 3] Mr. Vilas Digambar Wavhal, 4] Mrs. Radhika Sachin Phutane and 5] Smt. Tarabai Digambar Wavhal, came to be duly mutated in the Record of Rights i. e. the VII x XII extract of the said land as the owners to the

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extent of their undivided share therein vide mutation entry bearing no. 1505.

It is evident from the mutation entry bearing no. 1792 that Mr. Vijay Kantilal Wavhal has taken a loan of Rs. 3,00,000/- (Rupees Three Lacs only) from Canara Bank, Wagholi Branch and had therefore created an equitable mortgage against his undivided share in the said land bearing Gat No. 654, at village Kesnand, Taluka Haveli, District Pune, owned by him in favour of Canara Bank, Wagholi Branch, due to which the name of the said Bank has been mutated in the Record of Rights i. e. in other rights column of the VII x XII extract of the said land bearing Gat No. 654 of village Kesnand, Taluka Haveli, District Pune.

Mr. Dilip Digambar Wavhal expired on 26-09-2011 at Pune, leaving behind him his two brothers namely 1] Mr. Gulab Digambar Wavhal and 2] Mr. Vilas Digambar Wavhal, a sister namely Mrs. Radhika Sachin Phutane and mother Smt. Tarabai Digambar Wavhal, as his only heirs and legal representatives. Upon the death of late Mr. Dilip Digambar Ganpat Wavhal his undivided share in the said land devolved on his two brothers, one sister and his mother. Hence the names of 1] Mr. Gulab Digambar Wavhal, 2] Mr. Vilas Digambar Wavhal, 3] Mrs. Radhika Sachin Phutane and 4] Smt. Tarabai Digambar Wavhal, came to be duly mutated in the Record of Rights i. e. the VII x XII extract of the said land as the owners to the extent of their undivided share therein vide mutation entry bearing no. 3140.

It is evident from the mutation entry bearing no. 1471, that all kinds of "Tagai Boja" (loans) created by the owners of various lands against their

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respective lands of village Kesnand, Taluka Haveli, District Pune, have been waived off by the State Government vide its order dated 31-12-1988 bearing no. AG/1088/TraKa 2214/A 11 and notification issued by the Collector, Pune, dated 12-01-1989 bearing no. PKP/SHASA/2429 and the order dated 23-01-1989 bearing no. Vashi/23/89 passed by the Tahasildar, Haveli.

Hence the said property bearing land bearing Gat No. 654, at village Kesnand, Taluka Haveli, District Pune, admeasuring 00 Hectare 62 Ares is seized, possessed and owned by 1] Mr. Pandurang Jagannath Wavhal, 2] Mr. Dashrath Jagannath Wavhal, 3] Mrs. Sunanda Ashok Patekar, 4] Smt. Parubai Jagannath Wavhal, 5] Mr. Vijay Kantilal Wavhal, 6] Smt. Laxmibai Kantilal Wavhal, 7] Mr. Gulab Digambar Wavhal, 8] Mr. Vijay Digambar Wavhal, 9] Mrs. Radhika Sachin Phutane and 10] Smt. Tarabai Digambar Phutane, to the extent of their undivided share therein.

The owners namely 1] Mr. Pandurang Jagannath Wavhal, 2] Mr. Dashrath Jagannath Wavhal and 3] Mrs. Sunanda Ashok Patekar, entered into a Joint Venture with the VTP Corporation LLP, the Developer, to carry out the work of development of the said land being a portion admeasuring 2 Ares carved out of the land bearing Gat No. 654, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 00 Hectare 62 Ares, by a Joint Venture Agreement dated 19-09-2014, executed by the said Owners in favour of the said Developer, which is duly registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at Serial No. 8259/2014 on 19-09-2014. In pursuance of the said Joint Venture Agreement dated 19-09-2014, the aforesaid Owners also executed an Irrevocable General Power of Attorney dated 19-09-2014, in

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favour of VTP Corporation LLP, which is also registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at serial no. 8260/2014 on 19-09-2014.

Thus the owners namely 1) Mr. Pandurang Jagannath Wavhal, 2) Mr. Dashrath Jagannath Wavhal and 3) Mrs. Sunanda Ashok Patekar, seize, possess and own the said land to the extent of their undivided share therein and have good and marketable title to the said land and further have absolute right and authority to transfer, convey, assign, to develop in joint venture, or dispose off the said land in any manner whatsoever. Thus the Developer has right and authority to develop the portion admeasuring 2 Ares from the said land, in Joint Venture with the Owners, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof alongwith the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 19-09-2014, executed by the said Owners in favour of the Developer.

The owners namely 1) Mr. Vijay Kantilal Wavhal, 2) Mr. Tushar Vijay Wavhal and 3) Mr. Mandar Vijay Wavhal, entered into a Joint Venture with the VTP Corporation LLP, the Developer, to carry out the work of development of the said land being a portion admeasuring 2 Ares carved out of the land bearing Gat No. 654, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 00 Hectare 62 Ares, by a Joint Venture Agreement dated 11-07-2014, executed by the said Owners in favour of the said Developer, which is duly registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at Serial No. 6237/2014 on 11-07-2014. In pursuance of the said Joint Venture Agreement dated 11-07-

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2014, the aforesaid Owners also executed an Irrevocable General Power of Attorney dated 11-07-2014, in favour of VTP Corporation LLP, which is also registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at serial no. 6238/2014 on 11-07-2014.

Thus the owners namely 1) **Mr. Vijay Kantilal Wavhal**, 2) **Mr. Tushar Vijay Wavhal** and 3) **Mr. Mandar Vijay Wavhal**, seize, possess and own the said land to the extent of their undivided share therein and have good and marketable title to the said land and further have absolute right and authority to transfer, convey, assign, to develop in joint venture, or dispose off the said land in any manner whatsoever. Thus the Developer has right and authority to develop the portion admeasuring 2 Ares from the said land, in Joint Venture with the Owners, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof alongwith the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 11-07-2014, executed by the said Owners in favour of the Developer.

The owners namely 1) **Mr. Gulab Digambar Wavhal**, 2) **Mr. Vilas Digambar Wavhal**, 3) **Smt. Tarabai Digambar Wavhal** and 4) **Mrs. Radhika Sachin Phutane**, entered into a Joint Venture with the VTP Corporation LLP, the Developer, to carry out the work of development of the said land being a portion admeasuring 2 Ares carved out of the land bearing Gat No. 654, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 00 Hectare 62 Ares, by a Joint Venture Agreement dated 22-07-2014, executed by the said Owners in favour of the said Developer, which is duly registered in the office of the Sub-Registrar of

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Haveli No. 22, Pune, at Serial No. 6608/2014 on 22-07-2014. In pursuance of the said Joint Venture Agreement dated 22-07-2014, the aforesaid Owners also executed an Irrevocable General Power of Attorney dated 22-07-2014, in favour of VTP Corporation LLP, which is also registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at serial no. 6609/2014 on 22-07-2014.

Thus the owners namely 1] **Mr. Gulab Digambar Wavhal**, 2] **Mr. Vilas Digambar Wavhal**, 3] **Smt. Tarabai Digambar Wavhal** and 4] **Mrs. Radhika Sachin Phutane**, seize, possess and own the said land to the extent of their undivided share therein and have good and marketable title to the said land and further have absolute right and authority to transfer, convey, assign, to develop in joint venture, or dispose off the said land in any manner whatsoever. Thus the Developer has right and authority to develop the portion admeasuring 2 Ares from the said land, in Joint Venture with the Owners, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof alongwith the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 22-07-2014, executed by the said Owners in favour of the Developer.

4) **POSSESSION:-** The portion of the said land is in possession of the Developer as the Licensee for the purposes of development, although the juridical possession of the said land is with the Owners as per the documentary record produced for my perusal.

5) **ENCUMBRANCES:-** I have not come across any entry showing any encumbrances such as mortgage, charge, lien, lease etc. or any other encumbrance of whatsoever nature in respect of the said property during search of the record that was available at the offices of the concerned Sub-Registrars for the years 1987 to 2016. The other Revenue Records and other documents produced for my perusal also does not reflect any encumbrance against the said property, as of today.

6) **TENURE:-** The said property is an Agricultural land, free hold and yearly Agricultural tax is required to be paid to the State Government.

7) **DOCUMENTS:-** I have been supplied with the Xerox copies of VII x XII Extracts of the said property for period from 1966 to 2016, Mutation Entries no. 1, 127, 159, 1471, 1505, 1538, 1792 and 3140. Xerox copy of registered Joint Venture Agreement dated 19-09-2014 and Xerox copy of registered Irrevocable Power of Attorney dated 19-09-2014, Xerox copy of registered Joint Venture Agreement dated 11-07-2014 and Xerox copy of registered Irrevocable Power of Attorney dated 11-07-2014, Xerox copy of registered Joint Venture Agreement dated 22-07-2014 and Xerox copy of registered Irrevocable Power of Attorney dated 22-07-2014.

8) **ASSESSMENT & TAXES:-** The said property is assessed by the State Government for Agricultural tax & Agricultural tax pertaining to the said property is required to be paid to the State Government..

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9) **ACQUISITION, REQUISITION & RESERVATION:-** The Owners have not received any notice/s of acquisition or requisition from Union of India, State of Maharashtra or from any other public body or authority in respect of the said property as stated by the Owners. As far as acquisition under the Land Acquisition Act is concerned, I have not come across any such proposal in respect of the said property.

10) **ADVERTISEMENT:-** I have not issued any public notice on behalf of VTP Corporation LLP, the Developer, in any daily News Paper.

11) **REMARKS:-** As per the search taken of the records available in the offices of the concerned Sub-Registrars and as per the documents produced for my perusal the title of the Owners appears to be good and marketable with respect to the said land being a portion admeasuring 6 Ares from the land bearing Gat No. 654, at village Kesnand, Taluka Haveli, Dist Pune, totally admeasuring 00 Hectare & 62 Ares and is free from any encumbrances. Similarly, VTP Corporation LLP, i.e. the Developer has right and authority to develop portion from the said land, in Joint Venture with the Owners, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof along with the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 19-09-2014, executed by the Owners namely 1] Mr. Pandurang Jagannath Wavhal, 2] Mr. Dashrath Jagannath Wavhal and 3] Mrs. Sunanda Ashok Patekar, in favour of the said Developer AND the Joint Venture Agreement dated 11-07-2014 executed by the Owners namely 1] Mr. Vijay Kantilal Wavhal, 2] Mr. Tushar Vijay Wavhal and 3] Mr. Mandar Vijay Wavhal in favour of the said Developer AND the Joint

Venture Agreement dated 22-07-2014 executed by the Owners namely 1] Mr. Gulab Digambar Wavhal, 2] Mr. Vilas Digambar Wavhal, 3] Smt. Tarabai Digambar Wavhal and 4] Mrs. Radhika Sachin Phutane in favour of the said Developer..



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Dated :- 22-02-2016

RE:- Title of the Owners and the Rights
of the Owners and the Developer to
develop in joint venture, a portion
of the land bearing Gat No. 662
(part), at village Kesnand, Taluka
Haveli, District Pune.

1] MR. GORAKH JAYWANT SATAV.
2] MRS. LATA GORAKH SATAV.
THE OWNERS AND VTP CORPORATION
LLP, THE DEVELOPER.

SEARCH-REPORT

As to the title of the Owners, 1] Mr. Gorakh Jaywant Satav & 2] Mrs. Lata Gorakh Satav, and the rights of the Owners and VTP Corporation LLP, the Developer, to develop the aforesaid property in joint venture.

The search of the above said property has been taken by me from the offices of the Sub-Registrars of Haveli, District-Pune and I have gone through the Revenue Record for the years 1987 to 2016. My findings are as under:-

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(1) **SITUATION :-** The said property is situated at Village Kesnand, Taluka Haveli, District Pune, and within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti of Haveli, and Grampanchayat of Kesnand.

(2) **MEASUREMENTS:-** As per the VII & XII extract the area of the said land bearing Gat No. 662, at Village Kesnand, Taluka Haveli, District Pune, is 01 Hectare 67 Ares. Said Mr. Gorakh Jaywant Thorat, the Owner seize, possess and own a portion admeasuring 464.68 sq. mtrs. i. e. 5000 sq. ft from the said land bearing Gat No. 662 and Mrs. Lata Gorakh Thorat, the Owner seize, possess and own a portion admeasuring 17.55 Ares i. e. 1755 sq. mtrs. from the said land bearing Gat No. 662. However, the concerned person or persons are advised to ascertain the correct area of the said property through the office of the District Inspector of Land Records, Pune.

(3) **TITLE:-** The said land bearing old Gat No. 1187 i. e. bearing corresponding New Gat No. 662, at Village Kesnand, Taluka Haveli, District Pune, admeasuring 01 Hectare 67 Ares was originally seized, possessed and owned by 1] Mr. Kashinath Bhagwant Hargude, 2] Mr. Tulshiram Bhagwant Hargude, and 3] Mr. Pandurang Bhagwant Hargude.

The said land was bearing old Gat No. 1187, at Village Kesnand, Taluka Haveli, District Pune, admeasuring 01 Hectare 67 Ares, has been allotted new Gat No. 662, the said fact is evident from mutation entry no. 1.

As is evident from mutation entry bearing no. 127 that the provisions of the Standards Of Weight & Measures Act, 1976 and the Indian Coinage

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Act. 1906, have been made applicable to the village Kesnand, of Taluka Haveli, District Pune.

It is evident from mutation entry bearing no. 12 that the said mutation entry is pertaining to lands bearing old Gat No. 438 & 1165 i. e. bearing new Gat No. 409 & 639 respectively. Thus said mutation entry no. 12 is not with respect to the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune.

It is seen from the mutation entry bearing no. 834, that Mr. Tulshiram Bhagwant Hargude and others sold, conveyed and transferred a portion admeasuring 49 Ares out of the said land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, to one Mrs. Rakhmabai Dnyanoba Gore.

1] Mr. Kashinath Bhagwant Hargude, 2] Mr. Tulshiram Bhagwant Hargude, and 3] Mr. Pandurang Bhagwant Hargude, in the year, 1987 filed an application in the office of Talathi of village Kesnand, to define the share of each one of them (i. e. Annewari) in the numerous lands including the land bearing old Gat No. 1187 i. e. bearing new Gat No. 662, owned by them, situated at village Kesnand, Taluka Haveli, District Pune. Therefore, after recording their statements in pursuance of the said application the Circle Officer, Wagholi, Taluka Haveli, District Pune, gave sanction and the annewari came to be effected, as is seen from the mutation entry bearing no. 1131. Thus the shares of 1] Mr. Kashinath Bhagwant Hargude, 2] Mr. Tulshiram Bhagwant Hargude, and 3] Mr.

Pandurang Bhagwant Hargude came to be defined in the said land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune and each one had equal $1/3^{\text{rd}}$ portion i. e 5 anna & 4 pai. in the said land, as is evident from the said mutation entry bearing no. 1131.

Thereafter, 1] Mr. Pandurang Bhagwant Hargude and 2] Mr. Vilas Kashinath Hargude and others sold, conveyed and transferred $2/3^{\text{rd}}$ portion equivalent to 10 anna & 08 pai out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, to 1] Mr. Rajendra Amrutrao Satav and 2] Mr. Gorakh Jaywant Satav, by a Deed of Conveyance dated 13-11-2000. In pursuance of the said Deed of conveyance dated 13-11-2000, the names of 1] Mr. Rajendra Amrutrao Satav and 2] Mr. Gorakh Jaywant Satav, came to be duly mutated in the Record of Rights i. e. on the VII x XII extract of the said land as the owners thereof vide mutation entry bearing no. 841.

Mrs. Rakhmabai Dnyanoba Gore, sold, conveyed and transferred a portion admeasuring 49 Ares out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of Mrs. Shakubai Tulshiram Hargude, by a Deed of Conveyance dated 25-01-2001, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, Pune, at serial no. 298/2001. In pursuance of the said Deed of conveyance dated 25-01-2001, the name of Mrs. Shakubai Tulshiram Hargude, came to be duly mutated in the Record of Rights i. e. on the VII x XII extract of the said land as the owner thereof vide mutation entry bearing no. 1203.

Mr. Kashiram Bhagwant Hargude sold, conveyed and transferred a portion admeasuring 02 Ares out of the land bearing Gat No. 662, at

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village Kesnand, Taluka Haveli, District Pune, to Mr. Kisan Nathu Darekar by a Deed of Conveyance dated 05-04-1982. In pursuance of the said Deed of conveyance dated 05-04-1982, the name of Mr. Kisan Nathu Darekar, came to be duly mutated in the Record of Rights i. e. on the VII x XII extract of the said land as the owner thereof vide mutation entry bearing no. 1226.

Thereafter, 1] Mr. Rajendra Amrutrao Satav and 2] Mr. Gorakh Jaywant Satav, sold, conveyed and transferred a portion admeasuring 11.95 Ares out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mr. Ashok Dnyanoba Mandalkar by a Deed of Conveyance dated 28-12-2006, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, Pune, at serial no. 2860/2000. In pursuance of the said Deed of conveyance dated 28-12-2006, the name of Mr. Ashok Dnyanoba Mandalkar, came to be duly mutated in the Record of Rights i. e. on the VII x XII extract of the said land as the owner thereof vide mutation entry bearing no. 1724.

It is evident from the mutation entry bearing no. 1772 that Mrs. Shakubai Tulshiram Hargude had taken a loan of Rs. 5,00,000/- from Canara Bank Wagholi Branch and had therefore created an equitable mortgage against the portion admeasuring 49 Ares out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, owned by her in favour of Canara Bank, Wagholi Branch, due to which the name of the said Bank was mutated in the Record of Rights i. e. in other rights column of the VII x XII extract of the said land bearing Gat No. 662 of village Kesnand. However, thereafter Mrs. Shakubai Tulshiram Hargude repaid the loan of Rs. 5,00,000/- (Rupees Five Lacs only) to Canara Bank, Wagholi Branch

and hence the name of Canara Bank, Wagholi Branch, has been deleted from the other rights column of the VII x XII extract of the said land bearing Gat No. 662 of village Kesnand vide mutation entry bearing no. 1773.

It appears from the mutation entry bearing no. 2436, that Mr. Kisan Nathu Darekar, expired at Pune on 23-08-1995, leaving behind him a son namely Mr. Santosh Kisan Darekar, two daughters namely 1) Ms. Usha Kisan darekar and 2) Ms. Savita Kisan Darekar and his wife Smt. Indubai Kisan Darekar, as his only heirs and legal representatives, whose names came to be duly mutated in the Record of Rights as the owners of the portion admeasuring 02 Ares out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune.

It appears from the mutation entry no. 2437 that Mr. Ashok Dnyanoba Mandalkar sold, conveyed and transferred a portion admeasuring 1 Are out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mr. Balasaheb Nivrutti Talekar, by a Deed of Conveyance dated 19-12-2009, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 8330/2009. In pursuance of the said Deed of Conveyance dated 19-12-2009 Mr. Balasaheb Nivrutti Talekar applied for getting his name mutated on the Record of Rights of the said land as the owner of the portion purchased by him, however, as the said sale transaction has been done in violation of the provisions of the Bombay Prevention Of Fragmentation And Consolidation Of Holdings Act, 1947, the said mutation was cancelled and thus the name of Mr. Balasaheb Nivrutti Talekar appears in the other rights column of the VII x XII extract of the said land.

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It appears from the mutation entry no. 2468 that 1] Mr. Rajendra Amrutrao Satav and 2] Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 4.16 Ares out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mr. Mulji Ravji Patel, by a Deed of Conveyance dated 07-03-2003, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 779/2003. In pursuance of the said Deed of Conveyance dated 07-03-2003 Mr. Mulji Ravji Patel applied for getting his name mutated on the Record of Rights of the said land as the owner of the portion purchased by him, however, as the said sale transaction has been done in violation of the provisions of the Bombay Prevention Of Fragmentation And Consolidation Of Holdings Act, 1947, the said mutation was cancelled and thus the name of Mr. Mulji Ravji Patel appears in the other rights column of the VII x XII extract of the said land.

It appears from the mutation entry no. 2718 that Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 1800 sq. ft. out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mr. Shivaji Mhasku More, by a Deed of Conveyance dated 21-09-2010, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 8366/2010. In pursuance of the said Deed of Conveyance dated 21-09-2010 Mr. Shivaji Mhasku More applied for getting his name mutated on the Record of Rights of the said land as the owner of the portion purchased by him, however, as the said sale transaction has been done in violation of the provisions of the Bombay Prevention Of Fragmentation And Consolidation Of Holdings Act, 1947, the said mutation was cancelled and thus the name of Mr.

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Shivaji Mhasku More appears in the other rights column of the VII x XII extract of the said land.

It appears from the mutation entry no. 2719 that Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 200 sq. ft. out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of 1] Mr. Ashok Baban Rikame, 2] Mr. Ramdas Baban Rikame and 3] Mr. Navnath Dnyanoba Rikame, by a Deed of Conveyance dated 21-09-2010, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 8368/2010. In pursuance of the said Deed of Conveyance dated 21-09-2010 1] Mr. Ashok Baban Rikame, 2] Mr. Ramdas Baban Rikame and 3] Mr. Navnath Dnyanoba Rikame applied for getting their names mutated on the Record of Rights of the said land as the owners of the portion purchased by them, however, as the said sale transaction has been done in violation of the provisions of the Bombay Prevention Of Fragmentation And Consolidation Of Holdings Act, 1947, the said mutation was cancelled and thus the names of 1] Mr. Ashok Baban Rikame, 2] Mr. Ramdas Baban Rikame and 3] Mr. Navnath Dnyanoba Rikame appear in the other rights column of the VII x XII extract of the said land.

It appears from the mutation entry no. 2720 that Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 3000 sq. ft. out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of 1] Mr. Ashok Baban Rikame, 2] Mr. Ramdas Baban Rikame and 3] Mr. Navnath Dnyanoba Rikame, by a Deed of Conveyance dated 26-08-2010, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 7466/2010. In pursuance

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of the said Deed of Conveyance dated 26-08-2010 1] Mr. Ashok Baban Rikame, 2] Mr. Ramdas Baban Rikame and 3] Mr. Navnath Dnyanoba Rikame applied for getting their names mutated on the Record of Rights of the said land as the owners of the portion purchased by them, however, as the said sale transaction has been done in violation of the provisions of the Bombay Prevention Of Fragmentation And Consolidation Of Holdings Act, 1947, the said mutation was cancelled and thus the names of 1] Mr. Ashok Baban Rikame, 2] Mr. Ramdas Baban Rikame and 3] Mr. Navnath Dnyanoba Rikame appear in the other rights column of the VII x XII extract of the said land.

It appears from the mutation entry no. 2729 that Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 2000 sq. ft. and a portion admeasuring 100 sq. ft. out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of 1] Mr. Ganesh Balasaheb Gavade and 2] Mr. Santosh Balasaheb Gavade, by a Deeds of Conveyance dated 26-08-2010 and 21-09-2010, which are duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial nos. 7465/2010 and 8367 respectively. In pursuance of the said Deeds of Conveyance dated 26-08-2010 and 21-09-2010 the names of 1] Mr. Ganesh Balasaheb Gavade and 2] Mr. Santosh Balasaheb Gavade came to be duly mutated on the Record of Rights i. e. on the VII x XII extract of the said land, as the owners of the portion purchased by them from the said land, vide the said mutation entry bearing no. 2729.

It appears from the mutation entry no. 2510 that 1] Mr. Gorakh Jaywant Satav, 2] Mr. Pravin Kamod Jawanjale and 3] Mr. Prashant Kamod Jawanjale as owners and Mrs. Sandhya Pravin Jawanjale as consenting party

sold, conveyed and transferred a portion admeasuring 1000 sq. ft. out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mrs. Sushma Prashant Jawanjai, by a Deed of Conveyance dated 27-04-2010, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 3749/2010. In pursuance of the said Deed of Conveyance dated 27-04-2010 Mrs. Sushma Prashant Jawanjai applied for getting her name mutated on the Record of Rights of the said land as the owner of the portion purchased by her, however, as the said sale transaction has been done in violation of the provisions of the Bombay Prevention Of Fragmentation And Consolidation Of Holdings Act, 1947, the said mutation was cancelled and thus the name of Mrs. Sushma Prashant Jawanjai appears in the other rights column of the VII x XII extract of the said land.

The owners namely 1] Mr. Rajendra Amrutrao Satav and 2] Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 6142 sq. ft. out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of 1] Mr. Santosh Dattatray Gavade and 2] Mr. Nitin Dattatray Gavade, by a Deed of Conveyance dated 29-10-2010, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 9136/2010. In pursuance of the said Deed of Conveyance dated 20-10-2010 names of 1] Mr. Santosh Dattatray Gavade and 2] Mr. Nitin Dattatray Gavade came to be duly mutated in the Record of Rights i. e. on the VII x XII extract as the owners of the said portion from the said land vide mutation entry bearing no. 2742.

It appears from the mutation entry no. 2776 that Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 2000 sq. ft.

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out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mr. Vikram Maruti Shinde, by a Deed of Conveyance dated 20-10-2010, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 9006/2010. In pursuance of the said Deed of Conveyance dated 20-10-2010 Mr. Vikram Maruti Shinde applied for getting his name mutated on the Record of Rights of the said land as the owner of the portion purchased by him, however, as the said sale transaction has been done in violation of the provisions of the Bombay Prevention Of Fragmentation And Consolidation Of Holdings Act, 1947, the said mutation was cancelled and thus the name of Mr. Vikram Maruti Shinde appears in the other rights column of the VII x XII extract of the said land.

It appears from the mutation entry no. 2777 that Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 1300 sq. ft. out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mr. Sharad Maruti Shinde, by a Deed of Conveyance dated 20-10-2010, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 9007/2010. In pursuance of the said Deed of Conveyance dated 20-10-2010 Mr. Sharad Maruti Shinde applied for getting his name mutated on the Record of Rights of the said land as the owner of the portion purchased by him, however, as the said sale transaction has been done in violation of the provisions of the Bombay Prevention Of Fragmentation And Consolidation Of Holdings Act, 1947, the said mutation was cancelled and thus the name of Mr. Sharad Maruti Shinde appears in the other rights column of the VII x XII extract of the said land.

It appears from the mutation entry no. 2778 that Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 2000 sq. ft. out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mr. Vishnu Maruti Shinde, by a Deed of Conveyance dated 20-10-2010, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 9008/2010. In pursuance of the said Deed of Conveyance dated 20-10-2010 Mr. Vishnu Maruti Shinde applied for getting his name mutated on the Record of Rights of the said land as the owner of the portion purchased by him, however, as the said sale transaction has been done in violation of the provisions of the Bombay Prevention Of Fragmentation And Consolidation Of Holdings Act, 1947, the said mutation was cancelled and thus the name of Mr. Vishnu Maruti Shinde appears in the other rights column of the VII x XII extract of the said land.

It appears from the mutation entry no. 2785 that Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 2000 sq. ft. out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mrs. Baedabai Shankar Dhore, by a Deed of Conveyance dated 20-10-2010, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 9006/2010. In pursuance of the said Deed of Conveyance dated 20-10-2010 Mr. Vikram Maruti Shinde applied for getting his name mutated on the Record of Rights of the said land as the owner of the portion purchased by him, however, as the said sale transaction has been done in violation of the provisions of the Bombay Prevention Of Fragmentation And Consolidation Of Holdings Act, 1947, the said mutation was cancelled and thus the name of Mr.

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Vikram Maruti Shinde appears in the other rights column of the VII x XII extract of the said land.

It appears from the mutation entry no. 2821 that 1] Mr. Rajendra Amrutrao Satav and 2] Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 1000 sq. ft. out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mr. Dharma Anna Dukle, by a Deed of Conveyance dated 20-09-2010, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 8124/2010. In pursuance of the said Deed of Conveyance dated 20-09-2010 Mr. Dharma Anna Dukle applied for getting his name mutated on the Record of Rights of the said land as the owner of the portion purchased by him, however, as the said sale transaction has been done in violation of the provisions of the Bombay Prevention Of Fragmentation And Consolidation Of Holdings Act, 1947, the said mutation was cancelled and thus the name of Mr. Dharma Anna Dukle appears in the other rights column of the VII x XII extract of the said land.

The owners namely 1] Mr. Rajendra Amrutrao Satav and 2] Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 500 sq. ft. out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mrs. Rukmini Subhash Yeole, by a Deed of Conveyance dated 10-06-2010, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 6986/2010. In pursuance of the said Deed of Conveyance dated 10-06-2010 name of Mrs. Rukmini Subhash Yeole came to be duly mutated in the Record of

Rights i. e. on the VII x XII extract as the owner of the said portion from the said land vide mutation entry bearing no. 3203.

The owners namely 1] Mr. Rajendra Amrutrao Satav and 2] Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 500 sq. ft. out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mrs. Rukmini Subhash Yeole, by a Deed of Conveyance dated 10-06-2010, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 6988/2010. In pursuance of the said Deed of Conveyance dated 10-06-2010 name of Mrs. Rukmini Subhash Yeole came to be duly mutated in the Record of Rights i. e. on the VII x XII extract as the owner of the said portion from the said land vide mutation entry bearing no. 3204.

Thereafter the owners namely 1] Mr. Rajendra Amrutrao Satav and 2] Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 17.55 Ares out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mrs. Lata Gorakh Satav, by a Deed of Conveyance dated 02-11-2013, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 8585/2013. In pursuance of the said Deed of Conveyance dated 02-11-2013 name of Mrs. Lata Gorakh Satav came to be duly mutated in the Record of Rights i. e. on the VII x XII extract as the owner of the said portion from the said land vide mutation entry bearing no. 3570.

The said owners namely 1] Mr. Rajendra Amrutrao Satav and 2] Mr. Gorakh Jaywant Satav sold, conveyed and transferred a portion admeasuring 10.22 Ares i. e. 11000 sq. ft. out of the land bearing Gat No.

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662, at village Kesnand, Taluka Haveli, District Pune, in favour of one Mr. Vithal Dnyanoba Nilakh by a Deed of Conveyance dated 02-11-2013, which is duly registered in the office of the Sub-Registrar of Haveli No. 7, at serial no. 8586/2013. In pursuance of the said Deed of Conveyance dated 02-11-2013 name of Mr. Vithal Dnyanoba Nilakh came to be duly mutated in the Record of Rights i. e. on the VII x XII extract as the owner of the said portion from the said land vide mutation entry bearing no. 3571.

The owner namely Mr. Gorakh Jaywant Satav, entered into a Joint Venture with the VTP Corporation LLP, the Developer, to carry out the work of development of the said land being a portion admeasuring 464.68 sq. mtrs. i. e. 5000 sq. ft. carved out of the land bearing Cat No. 662, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 01 Hectare 67 Ares, by a Joint Venture Agreement dated 07-04-2015, executed by the said Owner in favour of the said Developer, which is duly registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at Serial No. 3688/2015 on 07-04-2015. In pursuance of the said Joint Venture Agreement dated 07-04-2015, the aforesaid Owner also executed an Irrevocable General Power of Attorney dated 07-04-2015, in favour of VTP Corporation LLP, which is also registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at serial no. 3689/2015 on 07-04-2015.

The owner namely Mr. Gorakh Jaywant Satav seize, possess and own the said land to the extent of their undivided share therein and have good and marketable title to the said land and further have absolute right and authority to transfer, convey, assign, to develop in joint venture, or dispose off the said land in any manner whatsoever. Thus the Developer

has right and authority to develop the said land, in Joint Venture with the Owner, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof alongwith the Owner, in the proportion, as laid down in the Joint Venture Agreement dated 07-04-2015, executed by the said Owner in favour of the Developer.

The owner namely Mrs. Lata Gorakh Satav, entered into a Joint Venture with the VTP Corporation LLP, the Developer, to carry out the work of development of the said land being a portion admeasuring 16700 sq. ft. i. e. 17.55 Ares carved out of the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 01 Hectare 67 Ares, by a Joint Venture Agreement dated 10-11-2014, executed by the said Owner in favour of the said Developer, which is duly registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at Serial No. 9804/2014 on 10-11-2014. In pursuance of the said Joint Venture Agreement dated 10-11-2014, the aforesaid Owner also executed an Irrevocable General Power of Attorney dated 10-11-2014, in favour of VTP Corporation LLP, which is also registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at serial no. 9805/2014 on 10-11-2014.

The owner namely Mrs. Lata Gorakh Satav seize, possess and own the said land to the extent of their undivided share therein and have good and marketable title to the said land and further have absolute right and authority to transfer, convey, assign, to develop in joint venture, or dispose off the said land in any manner whatsoever. Thus the Developer has right and authority to develop the said land, in Joint Venture with the Owner, by constructing multistoried building thereon, selling or disposing

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off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof alongwith the Owner, in the proportion, as laid down in the Joint Venture Agreement dated 10-11-2014, executed by the said Owner in favour of the Developer.

4) **POSSESSION:-** The said land is in possession of the Developer as the Licensee for the purposes of development, although the juridical possession of the said land is with the Owners as per the documentary record produced for my perusal.

5) **ENCUMBRANCES:-** I have not come across any entry showing any encumbrances such as mortgage, charge, lien, lease etc. or any other encumbrance of whatsoever nature in respect of the said property during search of the record that was available at the offices of the concerned Sub-Registrars for the years 1987 to 2016. The other Revenue Records and other documents produced for my perusal also does not reflect any encumbrance against the said property, as of today.

6) **TENURE:-** The said property is an Agricultural land, free hold and yearly Agricultural tax is required to be paid to the State Government.

7) **DOCUMENTS:-** I have been supplied with the Xerox copies of VII x XII Extracts of the said property for period from 1966 to 2016, Mutation Entries no. 1, 12, 127, 834, 841, 1203, 1226, 1331, 1724, 1773, 2436, 2437, 2468, 2510, 2718, 2719, 2720, 2729, 2742, 2776, 2777, 2778, 2785, 2821, 3203, 3204, 3570 and 3571, Xerox copy of registered Joint Venture Agreement dated 07-04-2015 and Xerox copy of registered Irrevocable Power of Attorney dated 07-04-2015, Xerox copy of

registered Joint Venture Agreement dated 10-11-2014 and Xerox copy of registered Irrevocable Power of Attorney dated 10-11-2014.

8) **ASSESSMENT & TAXES:-** The said property is assessed by the State Government for Agricultural tax & Agricultural tax pertaining to the said property is required to be paid to the State Government..

9) **ACQUISITION, REQUISITION & RESERVATION -** The Owners have not received any notice/s of acquisition or requisition from Union of India, State of Maharashtra or from any other public body or authority in respect of the said property as stated by the Owners. As far as acquisition under the Land Acquisition Act is concerned, I have not come across any such proposal in respect of the said property.

(m) 10) **ADVERTISEMENT:-** I have issued a public notice on behalf of VTP Corporation LLP, the Developer, in daily News Paper "Prabhat" in it's issue dated 16/01/2014, calling for objections from any person or persons, having right, interest or claim of whatsoever nature in the portions admeasuring 464.68 sq. mtrs. and 16700 sq. ft. from the said land bearing Gat No. 662, situated at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 01 Hectares & 67 Ares, seized, possessed and owned by 1] Mr. Gorakh Jaywant Satav and 2] Mrs. Lata Gorakh Satav. I have not received any objection in pursuance of the said notice from any person or persons claiming to have any right, title or interest in the undivided share from the said land of the aforesaid owners till today.

11) **REMARKS:-** As per the search taken of the records available in the offices of the concerned Sub-Registrars and as per the documents

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produced for my perusal the title of the said Owners appears to be good and marketable with respect to the said land being a portions admeasuring 464.68 sq. mtrs. and 16700 sq. mtrs, from the land bearing Gat No. 662, at village Kesnand, Taluka Haveli, Dist Pune, totally admeasuring 01 Hectare & 67 Ares and is free from any encumbrances. Similarly, VTP Corporation LLP, i.e. the Developer has right and authority to develop the said land, in Joint Venture with the said Owners, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof along with the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 07-04-2015, executed by the Owner namely Mr. Gorakh Jaywant Satav, in favour of the said Developer AND the Joint Venture Agreement dated 10-11-2014 executed by the Owner namely Mrs. Lata Gorakh Satav in favour of the said Developer.


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ADVOCATE

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Dated :- 22-02-2016

RE:- Title of the Owners and the Rights
of the Owners and the Developer to
develop in joint venture, the land
bearing Gat No. 626, at village
Kesnand, Taluka Haveli, District
Pune.

1] MR. PANDURANG MAHADU
HARGUDE.

2] MR. DNYANESHWAR MAHADU
HARGUDE.

3] MR. TUKARAM MAHADU HARGUDE.

4] MR. LAXMAN MARUTI HARGUDE.

5] MR. SANTOSH LAXMAN HARGUDE.

6] MR. DATTARAYA LAXMAN
HARGUDE.

7] SMT. BHAMABAI SUDAM HARGUDE
THE OWNERS AND
VTP CORPORATION LLP, THE OWNER
AS WELL AS THE DEVELOPER.

SEARCH-REPORT

As to the title of the Owners, Mr. Pandurang Mahadu Hargude &
others and VTP Corporation LLP to a portion from the aforesaid land

AND the rights of the Owners and VTP Corporation LLP, the Developer, to develop a portion from the aforesaid land in joint venture.

The search of the above said land has been taken by me from the offices of the Sub-Registrars of Haveli, District-Pune and I have gone through the Revenue Record for the years 1987 to 2016. My findings are as under:-

(1) **SITUATION :-** The said property is situated at Village Kesnand, Taluka Haveli, District Pune, and within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti of Haveli, and Grampanchayat of Kesnand.

(2) **MEASUREMENTS:-** As per the VII & XII extract the area of the said land bearing Gat No. 626, at Village Kesnand, Taluka Haveli, District Pune, is 04 Hectares 04 Ares. However, the concerned person or persons are advised to ascertain the correct area of the said land through the office of the District Inspector of Land Records, Pune.

(3) **TITLE:-** The said land bearing old Gat No. 1152 i. e. bearing corresponding New Gat No. 626, at Village Kesnand, Taluka Haveli, District Pune, admeasuring 04 Hectares 04 Ares was seized, possessed and owned by one 1] Mr. Mahadu Maruti Hargude, 2] Mr. Laxman Maruti Hargude and 3] Mr. Sudam Maruti Hargude. However, name of only Mr. Mahadu Maruti Hargude has been mutated in the Record of Rights as the owner of the said land, in the owner & possessor column of 7x12 extract, as the Manager of Hindu Undivided Family.

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The said land was bearing old Gat No. 1152, at Village Kesnand, Taluka Haveli, District Pune, admeasuring 80 Hectare 76 Ares, has been allotted new Gat No. 626, the said fact is evident from mutation entry no. 1.

As is evident from mutation entry bearing no. 127 that the provisions of the Standards Of Weight & Measures Act, 1976 and the Indian coinage Act, 1906, have been made applicable to the village Kesnand, of Taluka Haveli, District Pune.

Said Mr. Mahadu Maruti Hargude, Mr. Laxman Maruti Hargude and eight others in the year 1987 preferred an Application and also gave their statement before the concerned Revenue Authority to mutate each owner's name to his or her respective undivided share in the said land and to define each owner's share (annevari) therein as is evident from the mutation entry bearing no. 1319. Thus the names of 1] Mr. Mahadu Maruti Hargude, 2] Mr. Laxman Maruti Hargude, 3] Mr. Pandurang Mahadu Hargude, 4] Mr. Dnyaneshwar Mahadu Hargude, 5] Mr. Dattatraya laxman Hargude, 6] Mr. Santosh Laxman Hargude and 7] Smt. Bhamabai Laxman Hargude, came to be duly mutated in the Record of Rights i. e. on VII x XII extract of the said land, as the owners of their respective share, vide mutation entry bearing no. 1319.

Upon perusing the mutation entry bearing no. 253, it is seen that the said mutation entry is not pertaining to the said land.

Mr. Dattatraya Laxman Hargude has taken a loan of Rs. 1,21,600/- (Rupees One Lac Twenty One Thousand Six Hundred only) from

Maharashtra Rajya Sahakari Bhuvikas va Krushi Vikas Bank (in short known as Bhuvikas Bank) on 08-02-1999 and for the said purpose has mortgaged his undivided share in the said land with the Bhuvikas Bank. The said fact is evident from the mutation entry bearing no. 606. It is seen from the said mutation entry no. 606 that the name of the said Bank has been mutated in the other rights column of the VII x XII extract of the said land.

Mr. Mahadu Maruti Hargude has taken a loan of Rs. 60,000/- (Rupees Sixty Thousand only) from Kesnand Vikas Kastakari Sahakari Society, on 06-07-1982 and for the said purpose has created an encumbrance on his undivided share in the said land. The said fact is evident from the mutation entry bearing no. 958. It is further seen from the said mutation entry no. 958 that the name of said Kesnand Vikas Kastakari Sahakari Society has been mutated in the other rights column of the VII x XII extract of the said land.

Mr. Pandurang Mahadu Hargude has taken a loan of Rs. 5,00,000/- (Rupees Five Lacs only) from Kesnand Vikas Kastakari Sahakari Society, on 29-11-2001 and for the said purpose has created an encumbrance on his undivided share in the said land. The said fact is evident from the mutation entry bearing no. 998. It is further seen from the said mutation entry no. 998 that the name of said Kesnand Vikas Kastakari Sahakari Society has been mutated in the other rights column of the VII x XII extract of the said land.

Mr. Dnyaneshwar Mahadu Hargude has taken a loan of Rs. 5,00,000/- (Rupees Five Lacs only) from Kesnand Vikas Kastakari Sahakari Society,

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on 06-12-2001 and for the said purpose has created an encumbrance on his undivided share in the said land. The said fact is evident from the mutation entry bearing no. 1033. It is further seen from the said mutation entry no. 1033 that the name of said Kesnand Vikas Kastakari Sahakari Society has been mutated in the other rights column of the VII x XII extract of the said land.

Mr. Dattatraya Laxman Hargude has taken a loan of Rs. 1,00,000/- (Rupees One Lac only) from Kesnand Vikas Kastakari Sahakari Society, on 01-06-2002 and for the said purpose has created an encumbrance on his undivided share in the said land. The said fact is evident from the mutation entry bearing no. 1091. It is further seen from the said mutation entry no. 1091 that the name of said Kesnand Vikas Kastakari Sahakari Society has been mutated in the other rights column of the VII x XII extract of the said land.

Mr. Pandurang Mahadu Hargude has taken a loan of Rs. 8,00,000/- (Rupees Eight Lacs only) from Shambhu Mahadev Sanstha and Kesnand Vikas Kastakari Sahakari Society, in the year 2003 and for the said purpose has mortgaged his undivided share in the said land with Shambhu Mahadev Sanstha and Kesnand Vikas Kastakari Sahakari Society. The said fact is evident from the mutation entry bearing no. 1269. It is further seen from the said mutation entry no. 1269 that the name of said Shambhu Mahadev Sanstha and Kesnand Vikas Kastakari Sahakari Society has been mutated in the other rights column of the VII x XII extract of the said land.

Upon perusing the mutation entry bearing no. 1320, it is seen that the said mutation entry is not pertaining to the said land.

Mr. Sudam Maruti Hargude expired on 13-08-1980, leaving behind him his daughter namely Mrs. Mirabai Rangnath Dhumal and his wife Smt. Bhamabai Sudam Hargude, as his only heir and legal representative. Upon the death of late Mr. Sudam Maruti Hargude, his undivided share in the said land devolved on his aforesaid heir and legal representatives as per the provisions of the Hindu Succession Act, 1956. However, the name of only Smt. Bhamabai Sudam Hargude, came to be duly mutated in the Record of Rights as the owner of the said land vide mutation entry bearing no. 1321.

Mr. Pandurang Mahadu Hargude has taken a loan of Rs. 5,00,000/- (Rupees Five Lacs only) from Kesnand Vikas Kastakari Sahakari Society, in the year 2004 and for the said purpose has created an encumbrance on his undivided share in the said land. The said fact is evident from the mutation entry bearing no. 1368. It is further seen from the said mutation entry no. 1368 that the name of said Kesnand Vikas Kastakari Sahakari Society has been mutated in the other rights column of the VII x XII extract of the said land.

Mr. Mahadu Maruti Hargude expired on 19-07-1987, leaving behind him his three sons namely 1] Mr. Pandurang Mahadu Hargude, 2] Mr. Dnyaneshwar Mahadu Hargude and 3] Mr. Tukaram Mahadu Hargude, his four daughters namely 1] Mrs. Suman Kisan Dhumal, 2] Mrs. Gajrabai Balasaheb Phadtare, 3] Mrs. Alka Pandharinath Holkar and 4] Mrs. Yamuna Uttam Dhokale and his wife Smt. Laxmibai Mahadu Hargude, as his only heir and legal representative. Upon the death of late

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Mr. Mahadu Maruti Hargude, his undivided share in the said land devolved on his aforesaid heir and legal representatives as per the provisions of the Hindu Succession Act, 1956. Hence, names of 1] Mr. Pandurang Mahadu Hargude, 2] Mr. Dnayaneshwar Mahadu Hargude and 3] Mr. Tukaram Mahadu Hargude, 4] Mrs. Suman Kisan Dhumal, 5] Mrs. Gajrabai Balasaheb Phadtare, 6] Mrs. Alka Pandharinath Holkar, 7] Mrs. Yamuna Uttam Dhokale and 8] Smt. Laxmibai Mahadu Hargude, came to be duly mutated in the Record of Rights as the owner of the said land vide mutation entry bearing no. 1442. However the names of 1] Mrs. Suman Kisan Dhumal, 2] Mrs. Gajrabai Balasaheb Phadtare, 3] Mrs. Alka Pandharinath Holkar and 4] Mrs. Yamuna Uttam Dhokale, appear in the other rights column of the VII x XII extract of the said land as seen from the VII x XII extract of the said land.

Mr. Dnayaneshwar Mahadu Hargude has taken a loan of Rs. 75,000/- (Rupees Seventy Five Thousand only) from Kesnand Vikas Kastakari Sahakari Society, on 07-07-2007 and for the said purpose has created an encumbrance on his undivided share in the said land. The said fact is evident from the mutation entry bearing no. 1631. It is further seen from the said mutation entry no. 1631 that the name of said Kesnand Vikas Kastakari Sahakari Society has been mutated in the other rights column of the VII x XII extract of the said land.

Mr. Tukaram Mahadu Hargude has taken a loan of Rs. 75,000/- (Rupees Seventy Five Thousand only) from Kesnand Vikas Kastakari Sahakari Society, on 07-07-2007 and for the said purpose has created an encumbrance on his undivided share in the said land. The said fact is

evident from the mutation entry bearing no. 1632. It is further seen from the said mutation entry no. 1632 that the name of said Kesnand Vikas Kastakari Sahakari Society has been mutated in the other rights column of the VII x XII extract of the said land.

Mr. Tukaram Mahadu Hargude has taken a loan of Rs. 3,40,000/- (Rupees Five Lacs only) from Kesnand Vikas Kastakari Sahakari Society, in the year 2009 and for the said purpose has created an encumbrance on his undivided share in the said land. The said fact is evident from the mutation entry bearing no. 2252. It is further seen from the said mutation entry no. 2252 that the name of said Kesnand Vikas Kastakari Sahakari Society has been mutated in the other rights column of the VII x XII extract of the said land.

Mr. Dnyaneshwar Mahadu Hargude has taken a loan of Rs. 3,40,000/- (Rupees Five Lacs only) from Kesnand Vikas Kastakari Sahakari Society, in the year 2009 and for the said purpose has created an encumbrance on his undivided share in the said land. The said fact is evident from the mutation entry bearing no. 2253, however in this mutation entry his name has been written as Dnyanoba. It is further seen from the said mutation entry no. 2253 that the name of said Kesnand Vikas Kastakari Sahakari Society has been mutated in the other rights column of the VII x XII extract of the said land.

Mr. Dattatraya Laxman Hargude has repaid the loan of Rs. 1,21,600/- (Rupees One Lac Twenty One Thousand Six Hundred only) to Maharashtra Rajya Sahakari Bhuvikas va Krushi Vikas Bank (in short known as Bhuvikas Bank) together with the interest thereon on 27-11-

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2010, which was taken by him from the said Bhuvikas Bank on 08-02-1999 and hence the encumbrance or mortgage created his undivided share in the said land came to be removed. The said fact is evident from the mutation entry bearing no. 2433. It is further seen from the said mutation entry no. 2433 that the name of said Kesnand Vikas Kastakari Sahakari Society has been mutated in the other rights column of the VII x XII extract of the said land.

It is evident from mutation entry bearing no. 2413 that, the said mutation entry is pertaining to land bearing Gat No. 141/1, situated at village Kesnand, Taluka Haveli, District Pune.

Mr. Dattatraya Laxman Hargude has taken a loan of Rs. 2,55,000/- (Rupees Two Lacs Fifty Five Thousand only) from Kesnand Vikas Kastakari Sahakari Society, in the year 2011 and for the said purpose has created an encumbrance on his undivided share in the said land. The said fact is evident from the mutation entry bearing no. 2815. It is seen from the said mutation entry no. 2815 that the name of the said Kesnand Vikas Kastakari Sahakari Society has been mutated in the other rights column of the VII x XII extract of the said land.

Mr. Dattatraya Laxman Hargude has taken a loan of Rs. 3,50,000/- (Rupees Three Lacs Fifty Thousand only) from Kesnand Vikas Kastakari Sahakari Society, in the year 2011 and for the said purpose has created an encumbrance on his undivided share in the said land. The said fact is evident from the mutation entry bearing no. 2892. It is seen from the said mutation entry no. 2892 that the name of the said Kesnand Vikas

Kastakari Sahakari Society has been mutated in the other rights column of the VII x XII extract of the said land.

Hence the said property bearing land bearing Gat No. 626, at village Kesnand, Taluka Haveli, District Pune, admeasuring 04 Hectare 04 Ares was seized, possessed and owned by 1] Mr. Pandurang Mahadu Hargude, 2] Mr. Dnayaneshwar Mahadu Hargude, 3] Mr. Tukaram Mahadu Hargude, 4] Mrs. Suman Kisan Dhumal, 5] Mrs. Gajrabai Balasaheb Phadtare, 6] Mrs. Alka Pandharinath Holkar , 7] Mrs. Yamuna Uttam Dhokale, 8] Smt. Bhamabai Sudam Hargude, 9] Mr. Dattatraya Laxman Hargude and 10] Mr. Santosh Laxman Hargude, to the extent of their defined but undivided share therein.

The owners namely 1] Mr. Pandurang Mahadu Hargude and his family members, 2] Mr. Dnayaneshwar Mahadu Hargude and his family members, 3] Mr. Tukaram Mahadu Hargude and his family members, 4] Mrs. Suman Kisan Dhumal, 5] Mrs. Gajrabai Balasaheb Phadtare, 6] Mrs. Alka Pandharinath Holkar , 7] Mrs. Yamuna Uttam Dhokale, and 8] Mrs. Shantabai Laxman Hargude, sold, conveyed and transferred a portion admeasuring 40 Ares, , from the land bearing Gat No. 626, situated at village Kesnand, Taluka Haveli, District Pune, falling to their undivided share, to VTP Corporation LLP, a registered Partnership Firm, by a Deed of Conveyance dated 16th July 2015, for the price or consideration mentioned therein. The said Deed of Conveyance dated 16-07-2015 is duly registered in the office of the Sub-Registrar of Haveli No. 17, Pune, at serial no. 4506/2015. Thus VTP Corporation LLP, a registered Partnership Firm seize, possess and own a portion admeasuring 40

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Ares, from the land bearing Gat No. 626, situated at village Kesnand, Taluka Haveli, District Pune.

The owners namely 1] Mr. Dattatraya Laxman Hargude and his family members, 2] Mrs Gangubai Vishwanath Veer, 3] Mrs. Sarubai Dattatraya Konde, and 4] Mrs. Shantabai Laxman Hargude, sold, conveyed and transferred a portion admeasuring 40 Ares, , from the land bearing Gat No. 626, situated at village Kesnand, Taluka Haveli, District Pune, falling to their undivided share, to VTP Corporation LLP, a registered Partnership Firm, by a Deed of Conveyance dated 16th July 2015, for the price or consideration mentioned therein. The said Deed of Conveyance dated 16-07-2015 is duly registered in the office of the Sub-Registrar of Haveli No. 17, Pune, at serial no. 4507/2015 on 17-07-2015. **Thus VTP Corporation LLP, a registered Partnership Firm seize, possess and own a portion admeasuring 40 Ares, from the land bearing Gat No. 626, situated at village Kesnand, Taluka Haveli, District Pune.**

The owners namely 1] Mr. Dattatraya Laxman Hargude and his family members, 2] Mrs Gangubai Vishwanath Veer, 3] Mrs. Sarubai Dattatraya Konde, 4] Mrs. Shantabai Laxman Hargude, 5] Mr. Santosh Laxman Hargude and his family members, 6] Mrs. Mukta Laxman Chobhe, 7] Mrs. Shalan Bhagwat Shitole, 8] Mrs. Sunita Arun Shinde, 9] Smt. Vimlabai Laxman Hargude, 10] Smt. Bhamabai Sudam Dhumal, 11] Mrs. Neerabai Rangnath Dhumal and her family members, entered into a Joint Venture with the VTP Corporation LLP, the Developer, to carry out the work of development of the portion admeasuring 80 Ares, falling to their share from the said land bearing Gat No. 626, at village Kesnand, Taluka

Haveli, District Pune, totally admeasuring 04 Hectare 04 Ares, by a Joint Venture Agreement dated 16-07-2015, executed by the said Owners in favour of the said Developer, which is duly registered in the office of the Sub-Registrar of Haveli No. 17, Pune, at Serial No. 4508/2015 on 17-07-2015. In pursuance of the said Joint Venture Agreement dated 16-07-2015, the aforesaid Owners also executed an Irrevocable General Power of Attorney dated 17-07-2015, in favour of VTP Corporation LLP, which is also registered in the office of the Sub-Registrar of Haveli No. 17, Pune, at serial no. 4532/2015 on 17-07-2015.

Thus the owners namely 1] Mr. Dattatraya Laxman Hargude and his family members, 2] Mrs Gangubai Vishwanath Veer, 3] Mrs. Sarubai Dattatraya Konde, 4] Mrs. Shantabai Laxman Hargude, 5] Mr. Santosh Laxman Hargude and his family members, 6] Mrs. Mukta Laxman Chobhe, 7] Mrs. Shalan Bhagwat Shitole, 8] Mrs. Sunita Arun Shinde, 9] Smt. Vimlabai Laxman Hargude, 10] Smt. Bhamabai Sudam Dhumal, 11] Mrs. Neerabai Rangnath Dhumal and her family members seize, possess and own the said land to the extent of their undivided share therein and have good and marketable title to the said land and further have absolute right and authority to transfer, convey, assign, to develop in joint venture, or dispose off the said land in any manner whatsoever. Thus the Developer VTP Corporation LLP has right and authority to develop a portion admeasuring 80 Ares from the said land bearing Gat No. 626, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 04 Hectare 04 Ares, in Joint Venture with the Owners, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof alongwith the Owners, in the proportion, as laid down in

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the Joint Venture Agreement dated 17-07-2015, executed by the said Owners in favour of the Developer.

Further VTP Corporation LLP, the Developer, as stated hereinabove seize, possesses and own a portion admeasuring 80 Ares from the said land bearing Gat No. 626, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 04 Hectare 04 Ares, Therefore, the Developer as an Owner has right and authority to develop a portion admeasuring 80 Ares from the said land bearing Gat No. 626, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 04 Hectare 04 Ares, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the entire sale proceeds thereof.

4) POSSESSION:- The portion admeasuring 80 Ares from the said land bearing Gat No. 626, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 04 Hectare 04 Ares, which the Developer has agreed to develop alongwith the Owners thereof in Joint Venture, is in possession of the Developer as the Licensee for the purposes of development, although the juridical possession of the same is with the Owners as per the documentary record produced for my perusal. The portion admeasuring 80 Ares from the said land bearing Gat No. 626, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 04 Hectare 04 Ares, which is owned by the Developer is in absolute possession of the Developer as the Owner.

5) **ENCUMBRANCES:-** I have not come across any entry showing any encumbrances such as mortgage, charge, lien, lease etc. or any other encumbrance of whatsoever nature in respect of the said land during search of the record that was available at the offices of the concerned Sub-Registrars for the years 1987 to 2016. The other Revenue Records and

other documents produced for my perusal does reflect many encumbrances created by the Owners against their respective shares in the said land and which have not been cleared or paid off till today.

6) **TENURE:-** The said land is an Agricultural land, free hold and yearly Agricultural tax is required to be paid to the State Government.

7) **DOCUMENTS:-** I have been supplied with the Xerox copies of VII x XII Extracts of the said land for period from 1966 to 2016, Mutation Entries no. 1, 253, 606, 958, 998, 1033, 1034, 1091, 1269, 1319, 1320, 1321, 1368, 1442, 1631, 1632, 2252, 2253, 2413, 2433, 2815 and 2892, Xerox copy of two Deeds of Conveyance dated 16-07-2015, Xerox copy of registered Joint Venture Agreement dated 17-07-2015 and Xerox copy of registered Irrevocable Power of Attorney dated 17-07-2015.

8) **ASSESSMENT & TAXES:-** The said land is assessed by the State Government for Agricultural tax & Agricultural tax pertaining to the said property is required to be paid to the State Government..

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9) **ACQUISITION, REQUISITION & RESERVATION:-** The Owners have not received any notice/s of acquisition or requisition from Union of India, State of Maharashtra or from any other public body or authority in respect of the said land as stated by the Owners. As far as acquisition under the Land Acquisition Act is concerned, I have not come across any such proposal in respect of the said land.

10) **ADVERTISEMENT:-** I have issued a public notices on behalf of VTP Corporation LLP, the Developer, in daily News Paper "Prabhat" in it's issue dated 26-01-2014, calling for objections from any person or persons, having right, interest or claim of whatsoever nature in the said property. I have not received any objection from any person/persons in pursuance of the said Public Notice.

11) **REMARKS:-** As per the search taken of the records available in the offices of the concerned Sub-Registrars and as per the documents produced for my perusal the title of the Owners appears to be good and marketable, but subject to payment of the loans payable by each owner as stated hereinabove, with respect to their defined but undivided share in said land being a portion admeasuring 80 Ares from the land bearing Gat No. 626, at village Kesnand, Taluka Haveli, Dist Pune, totally admeasuring 04 Hectares & 04 Arcs, which is being developed in joint venture by the Owners and VTP Corporation LLP, i.e. the Developer. Similarly, VTP Corporation LLP, i.e. the Developer has right and authority to develop a portion admeasuring 80 Arcs from the land bearing Gat No. 626, at village Kesnand, Taluka Haveli, Dist Pune, totally admeasuring 04 Hectares & 04 Ares, in Joint Venture with the Owners,

by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof along with the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 17-07-2015, executed by the said Owners in favour of the Developer.

Furthermore, VTP Corporation LLP, i.e. the Developer has absolute right and authority to develop a portion admeasuring 80 Ares from the land bearing Gat No. 626, at village Kesnand, Taluka Haveli, Dist Pune, totally admeasuring 04 Hectares & 04 Ares, which is seized, possessed and owned by VTP Corporation LLP, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the entire sale proceeds thereof.



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Dated :- 22-02-2016

**RE:- Title of the Owners and the Rights
of the Owners and the Developer to
develop in joint venture, the land
bearing Gat No. 652, at village
Kesnand, Taluka Haveli, District
Pune.**

- 1] MR. SUNIL KISAN GAIKWAD.
 - 2] MR. ISHWAR KISAN GAIKWAD.
 - 3] MR. DEEPAK KISAN GAIKWAD.
 - 4] MR. MANOJ KISAN GAIKWAD.
 - 5] SMT. ANITA GANESH GAIKWAD.
 - 6] MRS. CHAMPABAI CHANDRAKANT
WAGHMARE.
 - 7] MR. SOMNATH RAMDAS SARODE.
- THE OWNERS AND
VTP CORPORATION LLP, THE
DEVELOPER.**

SEARCH-REPORT

As to the title of the Owners, Mr. Sunil Kissan Gaikwad & others
and the rights of the Owners and VTP Corporation LLP, the Developer, to
develop the aforesaid property in joint venture.

The search of the above said property has been taken by me from the offices of the Sub-Registrars of Haveli, District-Pune and I have gone through the Revenue Record for the years 1987 to 2016. My findings are as under:-

(1) **SITUATION :-** The said property is situated at Village Kesnand, Taluka Haveli, District Pune, and within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti of Haveli, and Grampanchayat of Kesnand.

(2) **MEASUREMENTS:-** As per the VII & XII extract the area of the said land bearing Gat No. 652, at Village Kesnand, Taluka Haveli, District Pune, is 00 Hectare 76 Ares. However, the concerned person or persons are advised to ascertain the correct area of the said property through the office of the District Inspector of Land Records, Pune.

(3) **TITLE:-** The said land bearing old Gat No. 1178 i. e. bearing corresponding New Gat No. 652, at Village Kesnand, Taluka Haveli, District Pune, admeasuring 00 Hectare 76 Ares was seized, possessed and owned by one Smt. Jaibai Sagaaji Mahar.

The said land was bearing old Gat No. 1178, at Village Kesnand, Taluka Haveli, District Pune, admeasuring 00 Hectare 76 Ares, has been allotted new Gat No. 652, the said fact is evident from mutation entry no. 1.

As is evident from mutation entry bearing no. 127 that the provisions of the Standards Of Weight & Measures Act, 1976 and the Indian coinage Act, 1906, have been made applicable to the village Kesnand, of Taluka Haveli, District Pune.

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Smt. Jaibai Sagaraji Mahar expired on 20-03-1967, leaving behind daughter namely Mrs. Vithabai Namdev Kamble, as her only heir and legal representative. Hence, name of Mrs. Vithabai Namdev Kamble, came to be duly mutated in the Record of Rights as the owner of the said land vide mutation entry bearing no. 30. The said land is Mahar Watan land and upon coming into force of Bombay Inferior Village Watans (Abolition) Act, 1958, State of Maharashtra abolished all the inferior watans existing in the State of Maharashtra. However, as per the provisions of this Act, the State Government granted such lands, which were owned by the Watandars to such Owner Watandar upon the said owners paying an amount of occupancy rights to the State Government, on new grant. One Mr. Sakharan Dula Mahar paid an amount three times that of assessment charges of the said land on 05-07-1962, hence Tahasildar, Haveli, passed an order bearing no. Watan/ Kesnand /11/69 dated 07-03-1969, whereby the land was granted back on new grant to the then owner, the said fact has been duly mutated in the Record of Rights vide mutation entry bearing no. 310.

It is evident from mutation entry bearing no. 635 that the erstwhile owner Mrs. Vithabai Namdev Kamble, had taken a loan of Rs. 187/- from the Government for irrigating said land and hence "Bading Tagai Boja" has been created on the said land and a remark to that effect is seen in the other rights column of the VII x XII extract of the said land.

Thereafter, said Mrs. Vithabai Namdev Kamble, sold, conveyed and transferred the said land bearing Gat No. 652, at village Kesnand, Taluka Haveli, District Pune, admeasuring 76 Ares, to Mr. Kisan Nana Gaikwad

by a Deed of Conveyance dated 11-05-1982, which is duly registered in the office of Sub-registrar of Haveli No. 2, Pune, at serial no 3396/1982. In pursuance of the said Deed of Conveyance dated 11-05-1982, the name of Mr. Kisan Nana Gaikwad came to be duly mutated as the owner of the said land in the Record of Rights i. e. in the owner & possessor column of VII x XII extract of the said land, with a remark "sharticha bhang" meaning breach of condition, appearing in the other rights column, vide mutation entry bearing no. 1294.

However, as is evident from the mutation entry bearing no. 1844, the said land has been converted to old grant vide an order bearing no. TAHAVA/KAVI/465/07, dated 31-05-2007 passed by Tahsildar, Haveli and vide an order bearing no. PTK/SR/85/07 dated 18-05-07 passed by the Collector, Tenancy Branch. It is further evident from the said mutation entry no. 1844 that the owner Mr. Kisan Nana Gaikwad has paid nazarana of an amount ten times of the assessment charges of the said land to the Government, hence the land was converted to old grant, but in the other rights column of the VII x XII extract of the said land bearing Gat No. 652, at village Kesnand, Taluka Haveli, District Pune, there is a remark to the effect that "if the said land is to be used for non agricultural purpose than nazarana equivalent to 50% of the then prevailing ready recknor value of the said land will have to be paid to the Government". Thus as and when the said land will be converted to NA user, the owners are liable to pay amount equivalent to 50% of the then prevailing ready recknor value of the said land, towards nazarana to the Government. The remark "sharticha bhang" meaning breach of condition, appearing in the other rights column of the VII x XII extract of the said land has also been deleted thereafter.

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Said Mr. Kisan Nana Gaikwad, expired at Pune on 16-10-2006, leaving behind him his wife Mrs. Sharjabai Kisan Gaikwad, his four sons 1] Mr. Ishwar Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad & 4] Mr. Manoj Kisan Gaikwad, heirs and legal representatives of his deceased son late Mr. Ganesh Kisan Gaikwad they being his wife Smt. Anita Ganesh Gaikwad, his two sons 1] Master Gaurav Ganesh Gaikwad & 2] Master Ajay Ganesh Gaikwad and his daughter Miss Gayatri Ganesh Gaikwad, and his daughters one Mrs. Champabai Chandrakant Waghmare and heirs and legal representative of deceased daughter late Smt. Gautami Ramdas Sarode i. e. her son Mr. Somnath Ramdas Sarode. Upon the death of Mr. Kisan Nana Gaikwad, the said land devolved on of 1] Mrs. Sharjabai Kisan Gaikwad, 2] Mr. Ishwar Kisan Gaikwad, 3] Mr. Deepak Kisan Gaikwad, 4] Mr. Sunil Kisan Gaikwad , 5] Mr. Manoj Kisan Gaikwad, 6] Smt. Anita Ganesh Gaikwad, 7] Master Gaurav Ganesh Gaikwad, 8] Master Ajay Ganesh Gaikwad 9] Miss Gayatri Ganesh Gaikwad, 10] Mrs. Champabai Chandrakant Waghmare and 11] Mr. Somnath Ramdas Sarode, as per the provisions of Hindu Succession Act, 1956, hence, and thus each one owns the said land to the extent of their undivided share therein. Therefore, the names of 1] Mrs. Sharjabai Kisan Gaikwad, 2] Mr. Ishwar Kisan Gaikwad, 3] Mr. Deepak Kisan Gaikwad, 4] Mr. Sunil Kisan Gaikwad , 5] Mr. Manoj Kisan Gaikwad, 6] Smt. Anita Ganesh Gaikwad, 7] Master Gaurav Ganesh Gaikwad, 8] Master Ajay Ganesh Gaikwad 9] Miss Gayatri Ganesh Gaikwad, 10] Mrs. Champabai Chandrakant Waghmare and 11] Mr. Somnath Ramdas Sarode, came to be duly mutated in the Record of Rights as the owners of the said land vide mutation entry bearing no. 2054.

Thereafter Said Mrs. Sharjabai Kisan Gaikwad, expired at Pune on 20-05-2010, leaving behind her four sons 1] Mr. Ishwar Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad & 4] Mr. Manoj Kisan Gaikwad, heirs and legal representatives of her deceased son late Mr. Ganesh Kisan Gaikwad they being his wife Smt. Anita Ganesh Gaikwad, his two sons 1] Master Gaurav Ganesh Gaikwad & 2] Master Ajay Ganesh Gaikwad and his daughter Miss Gayatri Ganesh Gaikwad, and his daughters one Mrs. Champabai Chandrakant Waghmare and heirs and legal representative of her deceased daughter late Smt. Gautami Ramdas Sarode i. e. her son Mr. Somnath Ramdas Sarode. Upon the death of Mrs. Sharjabai Kisan Gaikwad, her undivided share in the said land devolved on 1] Mr. Ishwar Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad, 4] Mr. Manoj Kisan Gaikwad, 5] Smt. Anita Ganesh Gaikwad, 6] Master Gaurav Ganesh Gaikwad, 7] Master Ajay Ganesh Gaikwad 8] Miss Gayatri Ganesh Gaikwad, 9] Mrs. Champabai Chandrakant Waghmare and 10] Mr. Somnath Ramdas Sarode, as per the provisions of Hindu Succession Act, 1956. Therefore, the names of 1] Mr. Ishwar Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad, 4] Mr. Manoj Kisan Gaikwad, 5] Smt. Anita Ganesh Gaikwad, 6] Master Gaurav Ganesh Gaikwad, 7] Master Ajay Ganesh Gaikwad 8] Miss Gayatri Ganesh Gaikwad, 9] Mrs. Champabai Chandrakant Waghmare and 10] Mr. Somnath Ramdas Sarode, came to be duly mutated in the Record of Rights as the owners of the said land vide mutation entry bearing no. 2924.

Hence the said property bearing land bearing Gat No. 652, at village Kesnand, Taluka Haveli, District Pune, admeasuring 00 Hectare 76 Ares

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is seized, possessed and owned by 1] Mr. Ishwar Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad, 4] Mr. Manoj Kisan Gaikwad, 5] Smt. Anita Ganesh Gaikwad, 6] Master Gaurav Ganesh Gaikwad, 7] Master Ajay Ganesh Gaikwad 8] Miss Gayatri Ganesh Gaikwad, 9] Mrs. Champabai Chandrakant Waghmare and 10] Mr. Somnath Ramdas Sarode, to the extent of their undivided share therein.

The owners namely 1] Mr. Ishwar Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad, 4] Mr. Manoj Kisan Gaikwad, 5] Smt. Anita Ganesh Gaikwad, 6] Master Gaurav Ganesh Gaikwad, 7] Master Ajay Ganesh Gaikwad 8] Miss Gayatri Ganesh Gaikwad, 9] Mrs. Champabai Chandrakant Waghmare and 10] Mr. Somnath Ramdas Sarode, entered into a Joint Venture with the VTP Corporation LLP, the Developer, to carry out the work of development of the said land bearing Gat No. 652, at village Kesnand, Taluka Haveli, District Pune, admeasuring 00 Hectare 76 Ares, by a Joint Venture Agreement dated 19-09-2014, executed by the said Owners in favour of the said Developer, which is duly registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at Serial No. 8250/2014 on 19-09-2014. In pursuance of the said Joint Venture Agreement dated 19-09-2014, the aforesaid Owners also executed an Irrevocable General Power of Attorney dated 19-09-2014, in favour of VTP Corporation LLP, which is also registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at serial no. 8251/2011 on 19-09-2014.

Thus the owners namely 1] Mr. Ishwar Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad , 4] Mr. Manoj Kisan Gaikwad, 5] Smt. Anita Ganesh Gaikwad, 6] Master Gaurav Ganesh Gaikwad, 7] Master Ajay Ganesh Gaikwad 8] Miss Gayatri Ganesh Gaikwad, 9] Mrs. Champabai Chandrakant Waghmare and 10] Mr. Somnath Ramdas Sarode, seize, possess and own the said land to the extent of their undivided share therein and have good and marketable title to the said land and further have absolute right and authority to transfer, convey, assign, to develop in joint venture, or dispose off the said land in any manner whatsoever. Thus the Developer has right and authority to develop the said land, in Joint Venture with the Owners, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof alongwith the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 19-09-2014, executed by the said Owners in favour of the Developer.

4) **POSSESSION:-** The said land is in possession of the Developer as the Licensee for the purposes of development, although the juridical possession of the said land is with the Owners as per the documentary record produced for my perusal.

5) **ENCUMBRANCES:-** I have not come across any entry showing any encumbrances such as mortgage, charge, lien, lease etc. or any other encumbrance of whatsoever nature in respect of the said property during search of the record that was available at the offices of the concerned Sub-Registrars for the years 1987 to 2016. The other Revenue Records and

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other documents produced for my perusal also does not reflect any encumbrance against the said property, as of today.

6) **TENURE:-** The said property is an Agricultural land, free hold and yearly Agricultural tax is required to be paid to the State Government.

7) **DOCUMENTS:-** I have been supplied with the Xerox copies of VII x XII Extracts of the said property for period from 1966 to 2016, Mutation Entries no. 1, 30, 127, 310, 635, 1294, 1844, 2054 and 2924, Xerox copy of Deed of Conveyance dated 11-05-1982, Xerox copy of registered Joint Venture Agreement dated 19-09-2014 and Xerox copy of registered Irrevocable Power of Attorney dated 19-09-2014.

8) **ASSESSMENT & TAXES:-** The said property is assessed by the State Government for Agricultural tax & Agricultural tax pertaining to the said property is required to be paid to the State Government..

9) **ACQUISITION, REQUISITION & RESERVATION:-** The Owners have not received any notice/s of acquisition or requisition from Union of India, State of Maharashtra or from any other public body or authority in respect of the said property as stated by the Owners. As far as acquisition under the Land Acquisition Act is concerned, I have not come across any such proposal in respect of the said property.

10) **ADVERTISEMENT:-** I have issued a public notices on behalf of VTP Corporation LLP, the Developer, in daily News Paper "Prabhat" in it's issue dated 10-01-2014, calling for objections from any person or

persons, having right, interest or claim of whatsoever nature in the said property. I have received an objection dated from Advocate Omprakash B. Zagade on behalf of his client Mr. Narayan Sahebrao Gaikwad in pursuance of the said public notice published in daily News Paper Prabhat, claiming to have share in the said land, without support of any documents. However, I issued a reply dated 25-01-2014, to the said objection calling for the document from Mr. Narayan Sahebrao Gaikwad in support of his contention which has been received by Advocate Omprakash B. Zagade, but no documents have been sent either by Mr. Narayan Sahebrao Gaikwad or by his Advocate Mr. Omprakash Zagade till date. The said land is self acquired property of late Mr. Kisan Nana Gaikwad as stated hereinbefore, hence, in my opinion Mr. Narayan Sahebrao Gaikwad has no share in the said land and is not entitled to claim any share therein.

11) **REMARKS:-** As per the search taken of the records available in the offices of the concerned Sub-Registrars and as per the documents produced for my perusal the title of the Owners appears to be good and marketable with respect to the said land being a portion admeasuring 80 Ares from the land bearing Gat No. 652, at village Kesnand, Taluka Haveli, Dist Pune, totally admeasuring 00 Hectare & 76 Ares and is free from any encumbrances. Similarly, VTP Corporation LLP, i.e. the Developer has right and authority to develop the said land, in Joint Venture with the Owners, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof along

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with the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 19-09-2014, executed by the said Owners in favour of the Developer.

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Dated :- 22-02-2016

RE:- Title of the Owners and the Rights
of the Owners and the Developer to
develop in joint venture, the land
bearing Gat No. 661, at village
Kesnand, Taluka Haveli, District
Pune.

- 1] MR. SUNIL KISAN GAIKWAD.
 - 2] MR. ISHWAR KISAN GAIKWAD.
 - 3] MR. DEEPAK KISAN GAIKWAD.
 - 4] MR. MANOJ KISAN GAIKWAD.
 - 5] SMT. ANITA GANESH GAIKWAD.
 - 6] MRS. CHAMPABAI CHANDRAKANT
WAGHMARE.
 - 7] MR. SOMNATH RAMDAS SARODE.
- THE OWNERS AND
VTP CORPORATION LLP, THE
DEVELOPER.

SEARCH-REPORT

As to the title of the Owners, Mr. Sunil Kissan Gaikwad & others
and the rights of the Owners and VTP Corporation LLP, the Developer, to
develop the aforesaid property in joint venture.

All Communication be addressed to the signatory only

The search of the above said property has been taken by me from the offices of the Sub-Registrars of Haveli, District-Pune and I have gone through the Revenue Record for the years 1987 to 2016. My findings are as under:-

(1) **SITUATION :-** The said property is situated at Village Kesnand, Taluka Haveli, District Pune, and within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti of Haveli, and Grampanchayat of Kesnand.

(2) **MEASUREMENTS:-** As per the VII & XII extract the area of the said land bearing Gat No. 661, at Village Kesnand, Taluka Haveli, District Pune, is 00 Hectare 31 Ares. However, the concerned person or persons are advised to ascertain the correct area of the said property through the office of the District Inspector of Land Records, Pune.

(3) **TITLE:-** The said land bearing old Gat No. 1186 i. e. bearing corresponding New Gat No. 661, at Village Kesnand, Taluka Haveli, District Pune, admeasuring 00 Hectare 31 Ares was seized, possessed and owned by 1] Mr. Laxman Bhagu Mahar, 2] Mr. Shankar Bhagu Mahar, 3] Mr. Sambha Bhagu Mahar and 4] Mr. Kisan Nana Mahar.

The said land was bearing old Gat No. 1186, at Village Kesnand, Taluka Haveli, District Pune, admeasuring 00 Hectare 31 Ares, has been allotted new Gat No. 661, the said fact is evident from mutation entry no. 1.

As is evident from mutation entry bearing no. 127 that the provisions of the Standards Of Weight & Measures Act, 1976 and the Indian coinage

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Act, 1906, have been made applicable to the village Kesnand, of Taluka Haveli, District Pune.

It is evident from mutation entry bearing no. 1471 that the erstwhile owners had taken a loan from the Government for irrigating said land and hence "Bading Tagai Boja" had been created on the said land and a remark to that effect was seen in the other rights column of the VII x XII extract of the said land, however, the Collector, Pune issued a notification and in pursuance thereof concerned Tahasil Office issued an order, whereby the Government waived off all "Tagai" loans, taken against the said land and other lands at village Kesnand, Taluka Haveli, District Pune, mentioned in the said mutation entry.

Mr. Nana Bhaguji Gaikwad expired on 01-12-1953, the names of his heirs and legal representatives namely 1] Mr. Kisan Nana Gaikwad, 2] Mr. Sahebrao Nana Gaikwad, were to be mutated in the Record of Rights, however, the name of only Mr. Kisan Nana Gaikwad was mutated as the Manager of Hindu Undivided Family, vide mutation entry bearing no. 2466, as can be seen from the mutation entry bearing no. 2333. It appears from the said mutation entry bearing no. 2333 that the name of Mr. Sahebrao Nana Gaikwad was not appearing on the 7 x 12 extract of the said land. Further on, it appears from the said mutation entry bearing no. 2333, that after the death of Mr. Sahebrao Nana Gaikwad, his son Mr. Narayan Sahebrao Gaikwad preferred an application to delete the "Manager of Undivided Family" remark written against the name of Mr. Kisan Nana Gaikwad from the Record of Rights of the said land, but to retain the name of Mr. Kisan Nana Gaikwad and mutate the name of Mr.

Sahebrao Nana Gaikwad. Thus, as is evident from the said mutation entry bearing no. 2333 the names of Mr. Kisan Nana Gaikwad and Mr. Sahebrao Nana Gaikwad appear in the Record of Rights i. e. the 7x12 extract of the said land, as the owner thereof.

One of the owner namely Mr. Shankar Bhagu Mahar expired on 28-01-1973 leaving behind him his son namely Mr. Khandu Shankar Mahar, as his only heir and legal representative. Said Mr. Khandu Shankar Mahar expired in the month of February, 1994, leaving behind him his son namely Mr. Vijay Khandu Gaikwad, as his only heir and legal representative. Hence, name of Mr. Vijay Khandu Gaikwad, came to be duly mutated in the Record of Rights as the owner of the said land vide mutation entry bearing no. 3047.

Said Mr. Kisan Nana Gaikwad, expired at Pune on 16-10-2006 and his wife Mrs. Sharjabai Kisan Gaikwad expired at Pune on 20-05-2010, leaving behind them their four sons 1] Mr. Ishwar Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad & 4] Mr. Manoj Kisan Gaikwad, and the heirs and legal representatives of their deceased son late Mr. Ganesh Kisan Gaikwad they being his wife Smt. Anita Ganesh Gaikwad, his two sons 1] Master Gaurav Ganesh Gaikwad & 2] Master Ajay Ganesh Gaikwad and his daughter Miss Gayatri Ganesh Gaikwad, and their two daughters one Mrs. Champabai Chandrakant Waghmare and heir and legal representative of deceased daughter late Smt. Kamal alias Gautami Ramdas Sarode i. e. her son Mr. Somnath Ramdas Sarode. Upon the death of Mr. Kisan Nana Gaikwad and Mrs. Sharjabai Kisan Gaikwad, the said land devolved on 1] Mr. Ishwar Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad ,

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4] Mr. Manoj Kisan Gaikwad, 5] Smt. Anita Ganesh Gaikwad, 6] Master Gaurav Ganesh Gaikwad, 7] Master Ajay Ganesh Gaikwad 8] Miss Gayatri Ganesh Gaikwad, 9] Mrs. Champabai Chandrakant Waghmare and 10] Mr. Somnath Ramdas Sarode, as per the provisions of Hindu Succession Act, 1956, hence, and thus each one owns the said land to the extent of their undivided share therein. Therefore, the names of 1] Mr. Ishwar Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad, 4] Mr. Manoj Kisan Gaikwad, 5] Smt. Anita Ganesh Gaikwad, 6] Master Gaurav Ganesh Gaikwad, 7] Master Ajay Ganesh Gaikwad 8] Miss Gayatri Ganesh Gaikwad, 9] Mrs. Champabai Chandrakant Waghmare and 10] Mr. Somnath Ramdas Sarode, came to be duly mutated in the Record of Rights as the owners of the said land vide mutation entry bearing no. 3048.

One of the owner namely Mr. Sambhaji Bhaguji Gaikwad expired on 12-11-1989 leaving behind him his daughter namely Mrs. Padma Uttam Mane, as his only heir and legal representative. Thus the undivided share of late Mr. Sambhaji Bhaguji Gaikwad in the said land devolved on his daughter namely Mrs. Padma Uttam Mane. Hence, name of Mrs. Padma Uttam Mane, came to be duly mutated in the Record of Rights as the owner to the extent of her undivided share in the said land vide mutation entry bearing no. 3240.

Thereafter, 1] Mr. Umaji Laxman Gaikwad (Mahar), who is son of late Mr. Laxman Bhagu Mahar, 2] Mr. Ashok Laxman Gaikwad Mahar who is son of late Mr. Laxman Bhagu Mahar, 3] Mr. Vijay Khandu Gaikwad (Mahar), who is son of late Mr. Khandu Shankar Mahar and grandson fo

Mr. Shankar Bhagu Mahar, 4] Smt. Padma Uttam Mane who is the daughter of late Mr. Sambhaji Bhagu Mahar, assigned and released their right, title and interest in the said land to the extent of their undivided share therein, in favour of 1] Mr. Ishwar (Ashok) Kisan Gaikwad and 2] Mr. Narayan Sahebrao Gaikwad by a Deed of Release dated 09-06-2009, which is duly registered in the office of the Sub-Registrar of Haveli, Pune at serial no. 3158/2009. In pursuance of the said Deed of Release dated 09-06-2009, the names of 1] Mr. Ishwar (Ashok) Kisan Gaikwad and 2] Mr. Narayan Sahebrao Gaikwad came to be duly mutated in the Record of Rights, as the owners of the said land, to the extent of their undivided share therein, vide mutation entry bearing no. 3298.

Hence the said property bearing land bearing Gat No. 661, at village Kesnand, Taluka Haveli, District Pune, admeasuring 00 Hectare 31 Ares is seized, possessed and owned by 1] Mr. Ishwar (Ashok) Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad , 4] Mr. Manoj Kisan Gaikwad, 5] Smt. Anita Ganesh Gaikwad, 6] Master Gaurav Ganesh Gaikwad, 7] Master Ajay Ganesh Gaikwad 8] Miss Gayatri Ganesh Gaikwad, 9] Mrs. Champabai Chandrakant Waghmare and 10] Mr. Somnath Ramdas Sarode, and 11] Mr. Narayan Sahebrao Gaikwad, to the extent of their undivided share therein.

It appears from the various revenue records that the said Owners last name originally was "Mahar", which appears to have been changed to "Gaikwad" over a period of time, beside this there is no other specific record of change in name, but the persons are same. However, the said land is freehold land and not watan land as is seen from the various revenue records given to me for my perusal.

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The owners namely 1] Mr. Ishwar Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad, 4] Mr. Manoj Kisan Gaikwad, 5] Smt. Anita Ganesh Gaikwad, 6] Master Gaurav Ganesh Gaikwad, 7] Master Ajay Ganesh Gaikwad 8] Miss Gayatri Ganesh Gaikwad, 9] Mrs. Champabai Chandrakant Waghmare and 10] Mr. Somnath Ramdas Sarode, entered into a Joint Venture with the VTP Corporation LLP, the Developer, to carry out the work of development of the said land being a portion admeasuring 15.5 Ares carved out of the land bearing Gat No. 661, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 00 Hectare 31 Ares, by a Joint Venture Agreement dated 19-09-2014, executed by the said Owners in favour of the said Developer, which is duly registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at Serial No. 8253/2014 on 30-09-2014. In pursuance of the said Joint Venture Agreement dated 19-09-2014, the aforesaid Owners also executed an Irrevocable General Power of Attorney dated 19-09-2014, in favour of VTP Corporation LLP, which is also registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at serial no. 8254/2011 on 30-09-2014.

Thus the owners namely 1] Mr. Ishwar Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad, 4] Mr. Manoj Kisan Gaikwad, 5] Smt. Anita Ganesh Gaikwad, 6] Master Gaurav Ganesh Gaikwad, 7] Master Ajay Ganesh Gaikwad 8] Miss Gayatri Ganesh Gaikwad, 9] Mrs. Champabai Chandrakant Waghmare and 10] Mr. Somnath Ramdas Sarode, seize, possess and own the said land to the extent of their undivided share therein and have good and marketable title to the said land and further have absolute right and authority to transfer,

convey, assign, to develop in joint venture, or dispose off the said land in any manner whatsoever. Thus the Developer has right and authority to develop the said land, in Joint Venture with the Owners, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof alongwith the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 19-09-2014, executed by the said Owners in favour of the Developer.

The owners namely 1] Smt. Changuna Sahebrao Gaikwad, 2] Mr. Narayan Sahebrao Gaikwad, 3] Mr. Anil Sahebrao Gaikwad, 4] Mrs. Pramila alias Seema Annarao Masure, entered into a Joint Venture with the VTP Corporation LLP, the Developer, to carry out the work of development of the said land being a portion admeasuring 2.5 Ares carved out of the land bearing Gat No. 661, at village Kesnand, Taluka Haveli, District Pune, totally admeasuring 00 Hectare 31 Ares, by a Joint Venture Agreement dated 21-03-2014, executed by the said Owners in favour of the said Developer, which is duly registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at Serial No. 2469/2014. In pursuance of the said Joint Venture Agreement dated 21-03-2014, the aforesaid Owners also executed an Irrevocable General Power of Attorney dated 21-03-2014, in favour of VTP Corporation LLP, which is also registered in the office of the Sub-Registrar of Haveli No. 22, Pune, at serial no. 2470/2014.

Thus the owners namely 1] Smt. Changuna Sahebrao Gaikwad, 2] Mr. Narayan Sahebrao Gaikwad, 3] Mr. Anil Sahebrao Gaikwad, 4] Mrs. Pramila alias Seema Annarao Masure, seize, possess and own the said

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land to the extent of their undivided share therein and have good and marketable title to the said land and further have absolute right and authority to transfer, convey, assign, to develop in joint venture, or dispose off the said land in any manner whatsoever. Thus the Developer has right and authority to develop the said land, in Joint Venture with the Owners, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof alongwith the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 21-03-2014, executed by the said Owners in favour of the Developer.

4) **POSSESSION:-** The said land is in possession of the Developer as the Licensee for the purposes of development, although the juridical possession of the said land is with the Owners as per the documentary record produced for my perusal.

5) **ENCUMBRANCES:-** I have not come across any entry showing any encumbrances such as mortgage, charge, lien, lease etc. or any other encumbrance of whatsoever nature in respect of the said property during search of the record that was available at the offices of the concerned Sub-Registrars for the years 1987 to 2016. The other Revenue Records and other documents produced for my perusal also does not reflect any encumbrance against the said property, as of today.

6) **TENURE:-** The said property is an Agricultural land, free hold and yearly Agricultural tax is required to be paid to the State Government.

7) **DOCUMENTS:-** I have been supplied with the Xerox copies of VII x XII Extracts of the said property for period from 1966 to 2016, Mutation Entries no. 1, 30, 127, 1471, 2333, 2413, 3047, 3048, 3240 and 3298, Xerox copy of registered Joint Venture Agreement dated 19-09-2014 and Xerox copy of registered Irrevocable Power of Attorney dated 19-09-2014, Xerox copy of registered Joint Venture Agreement dated 21-03-2014 and Xerox copy of registered Irrevocable Power of Attorney dated 21-03-2014.

8) **ASSESSMENT & TAXES:-** The said property is assessed by the State Government for Agricultural tax & Agricultural tax pertaining to the said property is required to be paid to the State Government..

9) **ACQUISITION, REQUISITION & RESERVATION:-** The Owners have not received any notice/s of acquisition or requisition from Union of India, State of Maharashtra or from any other public body or authority in respect of the said property as stated by the Owners. As far as acquisition under the Land Acquisition Act is concerned, I have not come across any such proposal in respect of the said property.

10) **ADVERTISEMENT:-** I have not issued any public notice on behalf of VTP Corporation LLP, the Developer, in any daily News Paper.

11) **REMARKS:-** As per the search taken of the records available in the offices of the concerned Sub-Registrars and as per the documents produced for my perusal the title of the Owners appears to be good and marketable with respect to the said land being a portion admeasuring 18 Ares from the land bearing Gat No. 661, at village Kesrand, Taluka

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Haveli, Dist Pune, totally admeasuring 00 Hectare & 31 Ares and is free from any encumbrances. Similarly, VTP Corporation LLP, i.e. the Developer has right and authority to develop the said land, in Joint Venture with the Owners, by constructing multistoried building thereon, selling or disposing off the units contained therein to any prospective purchaser/s and receive and appropriate the sale proceeds thereof along with the Owners, in the proportion, as laid down in the Joint Venture Agreement dated 19-09-2014, executed by the Owners namely 1] Mr. Ishwar Kisan Gaikwad, 2] Mr. Deepak Kisan Gaikwad, 3] Mr. Sunil Kisan Gaikwad, 4] Mr. Manoj Kisan Gaikwad, 5] Smt. Anita Ganesh Gaikwad, 6] Master Gaurav Ganesh Gaikwad, 7] Master Ajay Ganesh Gaikwad, 8] Miss Gayatri Ganesh Gaikwad, 9] Mrs. Champabai Chandrakant Waghmare and 10] Mr. Somnath Ramdas Sarode, in favour of the said Developer AND the Joint Venture Agreement dated 21-03-2014 executed by the Owners namely 1] Smt. Changuna Sahebrao Gaikwad, 2] Mr. Narayan Sahebrao Gaikwad, 3] Mr. Anil Sahebrao Gaikwad, 4] Mrs. Pramila alias Seema Annarao Masure in favour of the said Developer.


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