

ASHOK BORA

B.Com., (Hons.) LL.B.
ADVOCATE

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| In Reply Please Quote Ref. No. | |
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Court :

Chamber No. 24,
New Lawyer's Chambers,
District Court Compound,
Shivajinagar, Pune - 411 005.

Date:10/07/2023

To,
Maharashtra Real Estate Regulatory Authority,
Housefin Bhavan, Plot No.C-21, E-Block,
Bandra Kurla Complex, Bandra (E),
Mumbai: 400 051.

FORMAT-A
(Maha Rera Circular No.28/2021)

LEGAL TITLE REPORT

Sub: Title Clearance Certificate pertaining to all that piece and parcel of the land bearing Survey No.20/2A/2B/1/1/Plot A, admeasuring Hectare 1=78.4863 Are (17848.63 sq.mt.), assessed at Rs.19277=00 Paise, situate at village Kharadi, Taluka Haveli, District Pune, within the limits of the Pune Municipal Corporation and Registration District Pune, Sub District Haveli, Pune (hereinafter referred to as the said **LAND**).

1. At the instance of M/s.**MAHALAXMI SHELTERS**, a registered partnership firm, having its office at Fortune House, 501-502 Prabhat Road, Pune- 411004, represented through its partner Mr.Sachin Ishwarchand Goyal (**Owner/Promoter**), I have occasion to investigate the marketable title of the said Land and have perused the following documents:
 - (1) Description of the said Land (as detailed in Annexure 1).
 - (2) The documents of the said Land (as detailed in Annexure 2).
 - (3) 7/12 extract and mutation entries (as detailed in Annexure 3)
 - (4) Search Report dated 14.06.2021 for 30 years from 1991 to 2021, Search report dated 25.04.2022 for 3 years from 2020 to 2022 and Search report dated 10.03.2023 for 2 years from 2022 to 2023 (as detailed in Annexure 4 Colly).
2. On perusal of the above mentioned documents and all other relevant documents relating to the title of the said Land, I am of the opinion that subject to the pending Commercial Suit bearing No.24/2021 in the Court of District Judge, Pune, title of M/s.Mahalaxmi Shelters, is clear, marketable and without any encumbrances.



Owners of the Land:

M/s.**MAHALAXMI SHELTERS**, represented through partners (1) Mr.Sachin Ishwarchand Goyal and (2) Mr.Pritam Ishwarchand Goyal (i.e. the **Owner/Promoter**), is owner of the land bearing Survey No.20/2A/2B/1/1/Plot-A, admeasuring Hectare 1=78.4863 Are (17848.63 sq.mt.), situate at village Kharadi, Taluka Haveli, District Pune.

3. The report reflecting the flow of the title of the Owner/Promoter on the said Land is enclosed herewith as Annexure.

Encl: Annexure



Ashok M. Bora
Advocate

Ashok Bora

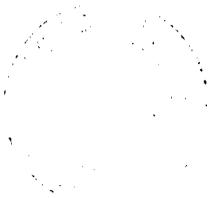
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FORMAT-A
(Maha Rera Circular No.28/2021)
FLOW OF THE TITLE OF THE SAID LAND

1. 7/12 extract of as on date of Application for Registration:
On perusal of the 7/12 extract of the land bearing Survey No.20/2A/2B/1/1/Plot A dated 21.11.2022, the name of M/s.Mahalaxmi Shelters, represented through Partners (1) Mr. Sachin Ishwarchand Goyal and (2) Mr. Pritam Ishwarchand Goyal is appearing on 7/12 record, as the holder thereof, and the name of the Maharashtra State Electricity Distribution Company Limited is appearing in other rights column being lessee of the area admeasuring 65 sq.mt..
2. Mutation Entry:
 - (i) The name of M/s.Mahalaxmi Shelters is duly mutated in the holders column on 7/12 extract of the land bearing Survey Nos.20/2A admeasuring Hectare 1=62 Are and 20/2B/1 admeasuring Hectare 0=57 Are both of village Kharadi, Taluka Haveli, District Pune (collectively said Larger Land), vide Mutation Entry No.27141 dated 16.12.2021.
 - (ii) Thereafter, the Owner/Promoter prepared layout of the said Larger Land, which was approved and sanctioned by the Municipal Corporation of City of Pune, vide its Commencement Certificate No.CC/1767/21 dated 23.09.2021, whereby the said Larger Land was divided into five portions i.e. (i) Survey No.20/2A/2B/1 admeasuring Hectare 0=06 Are (600 sq.mt.), assessed at Rs.648=00 Paise, (ii) Survey No.20/2A/2B/1/1 Plot A, admeasuring Hectare 1=78.4863 Are (17848.63 sq.mt.), assessed at Rs. 19277=00 Paise (i.e. the said Land), (iii) Survey No.20/2A/2B/1/2 Plot B, admeasuring Hectare 0=08.8962 Are (889.62 sq.mt.), assessed at Rs.961=00 Paise, (iv) Survey No.20/2A/2B/1/3 18 mtr. Road, admeasuring Hectare=08.0181 Are (801.81 sq.mt.), and (v) Survey No.20/2A/2B/1/4 45 mtr. Road, admeasuring Hectare 0=17.5994 Are (1759.94 sq.mt.) and the effect thereof was given in the record of rights, vide Mutation Entry No. 27290 dated 25.01.2022 and shown in the name of the Owner/Promoter.
3. I caused to take search in respect of the said Land through Advocate, Harshwardhan Patil, who issued: (i) Search Report dated 14.06.2021 for 30 years from 1991 to 2021, whereby he reported that he has taken search of Index-II Registers in the Office of Sub



registrar, Haveli, Pune and also took e-search from official website www.igrmaharashtra.gov.in of Index II Register, (ii) Search Report dated 25.04.2022 for 3 years from 2020 to 2022 and (iii) Search Report dated 10.03.2023 for 2 years from 2022 to 2023, whereby he reported that he has taken e-search from official website www.igrmaharashtra.gov.in of Index II Register. He reported that he did not find any other transaction pertaining to the said Land.

4. TITLE FLOW FOR THE PERIOD OF MORE THAN LAST 30 YEARS:

In the Title Report dated 28.04.2022, in respect of the land bearing Survey No.20/2A/2B/1/1/Plot A of village Kharadi, Taluka Haveli, District Pune, the detailed flow of title were noted, out of which the relevant facts are reproduced hereunder:

A. Survey No.20/2:

- (1) The Mutation Entry No.463 dated 15.08.1941 disclosed that one Shripati Sakharam Choudhari, Maruti Sakharam Choudhari, Tukaram Sakharam Choudhari and Bhika Sakharam Choudhari transferred by way of conditional sale for a period of 2 years the land bearing Survey No.20/2 vide sale deed dated 02.06.1941 unto one Kasabai Kom Ganpati Chavan, however, the said purchaser was not in possession and, as such, her name was mutated in the other rights column of the record of rights.
- (2) The Mutation Entry No.478 dated 30.04.1945 disclosed that pursuant to the Reconveyance Deed dated 25.05.1944, said Kasabai Kom Ganpati Chavan re-conveyed the land bearing S.No.20/2 unto and in favour of Shripati Sakharam Choudhari and, as such, her name was deleted from other rights column and the name of the purchaser were already in holders column, and as such which were continued.
- (3) The Mutation Entry No.493 dated 30.10.1945 disclosed that pursuant to the sale deed dated 31.05.1944, Shripati Sakharam Choudhari and Bhagubai Sobhachand Marwadi sold a portion admeasuring 4 Acre out of the land bearing Survey No.20/2 unto



and in favour of Giridhar Krishna Lele through Shankar Godaji Gore and accordingly, the Survey No.20/2 was subdivided into two parts, out of which (i) the Survey No.20/2A, admeasuring 4 Acre, was shown in the name of the purchaser and (ii) Survey No.20/2B admeasuring 2 Acre 33 Gunthe was continued in the name of original owners i.e. Shripati Sakharam Choudhari and Bhagubai Sobhachand Marwadi.

B. Survey No.20/2A:

- (1) The Mutation Entry No.494 dated 30.10.1945 disclosed that said Giridhar Krishna Lele through Shankar Godaji Gore, being the Benamidar, vide Transfer Deed dated 30.06.1945 transferred the land bearing Survey No.20/2A, admeasuring 4 Acre unto and in favour of Modern Hindustan Food Products Limited, Vadgaon Sheri and accordingly, its name was mutated in the record of rights.
- (2) The Mutation Entry No.495 dated 30.10.1945 disclosed that said Modern Hindustan Food Products Limited, through its secretary Ramprakash Fatechand Sood, vide Sale Deed dated 04.07.1945, sold the land bearing Survey No.20/2A, admeasuring 4 Acre unto one Bhiva Valli Londhe and accordingly, his name was mutated in the record of rights.
- (3) The Mutation Entry No.554 dated 19.08.1948 disclosed that the name of Maruti Bapu Pilane, was mutated in the other rights column of the said Survey No.20/2A, as Protected Tenant, as contemplated u/s. 3 of the Bombay Tenancy and Agriculture Land Act.
- (4) The Mutation Entry No.663 dated 15.03.1957 disclosed that the name of Maruti Bapu Pilane, was not in possession of the land bearing Survey No.20/2A since last more than two years and, as such, his name was deleted from other rights column thereof.
- (5) The Mutation Entry No.719 dated 23.10.1959 disclosed that said Bhiva Valli Londhe died on 06.04.1958, leaving behind a son



Krishna Bhiva Londhe and a grandson Rama Daji Londhe and accordingly, their names were mutated in the record of rights of the Survey No.20/2A.

- (6) Pursuant to the Sale Deed dated 21.12.1961, registered in the office of the Sub.Registrar, Haveli No.2 at Serial No.1801/1961 on 09.07.1962, said Krishna Bhiva Londhe and Rama Daji Londhe sold the said Survey No.20/2A, admeasuring 4 Acre unto and in favour of West India Chemicals Private Limited, through its constituted attorney Durgaprasad Dadhich and, accordingly, the name of the purchaser was mutated in the record of rights, vide Mutation Entry No.742 dated 16.04.1963.
- (7) The aforesaid Sale Deed disclosed that pursuant to the application of said Krishna Bhiva Londhe and Rama Daji Londhe, the 2nd Additional District Collector, Pune, vide order No.TNC.WS.7789 of 1961 dated 15.12.1961, was pleased to grant N.A. permission in respect of the land bearing Survey No.20/2A, which was also confirmed in the aforesaid Mutation Entry No.742 and note thereof was taken in other rights column of the record of rights.
- (8) The Mutation Entry No.865 dated 05.12.1968 disclosed that provisions of the Indian Coinage Act, 1955 read with enforcement of the Maharashtra Weight and Measurement Act, 1958 were implemented to the village Kharadi and, accordingly, the areas and assessments of the lands were converted into the Metric System and accordingly, the mutation was effected in the record of rights.
- (9) The Mutation Entry No.1581 dated 30.09.1983 disclosed that the name of "West India Chemical Limited" was changed to "Rama Krushi Rasayan Limited", as witnesseth by the Certificate of Incorporation issued by the Asst. Registrar of Companies bearing No.7298 dated 24.04.1980, and accordingly, the effect thereof was given in the record of rights inter alia of the land bearing Survey No.20/2A and 20/2B/1.



- (10) The Mutation Entry No.2738 dated 24.10.1989 disclosed that a notification, as contemplated u/s.4 of the Land Acquisition Act, 1894, was published in the Maharashtra Government Gazette, Pune Division Supplement 1 dated 03.08.1989, vide No.BhuSa/33/1387 dated 21.07.1989 r/w order of Special Land Acquisition officer 15, Pune, Urban Planning and Valuation Assessment department, vide outward No.BhuSam/33/1806 to 1810 dated 25.09.1989, for the purpose of acquisition of the portion admeasuring 14 Are out of the Survey No.20/2A/2B for 150 ft. wide Nagar road to Mundhwa Pool was kept in other rights column of the said Survey Nos.20/2A and 20/2AB by pencil entry.
- (11) Pursuant to the Sale Deed dated 16.08.1993, lodged for registration in the office of the Sub.Registrar, Haveli No.7 at Serial No.1862/1993 on 27.12.1993, which was subsequently registered at Serial No.10/1995 on 03.01.1995, said Rama Krishi Rasayan Limited through its duly authorized Managing Director, A.S.Ahluwalia with the consent of O.M.Gupta sold *inter alia* the said Survey No.20/2A admeasuring Hectare 1=62 Are unto and in favour of Bajranglal Chiranjilal Agarwal (Chamadia), Ramswaroop Madanlal Agarwal (Chamadia) and Vishnukumar Madanlal Chamadia (Agarwal) and accordingly, their names were mutated in the record of rights, excluding the portion admeasuring 14 Are, subject to remark in other rights column of the portion admeasuring 14 Are, which was reserved for acquisition", vide Mutation Entry No.4891 dated 08.03.1995.
- (12) The aforesaid Sale Deed disclosed that Omprakash M. Gupta, the confirming party therein had offered to purchase and acquire the land bearing Survey No.21/2/2, 20/2/2A and 20/B/1 of village Kharadi for and on behalf of himself as well as Bajranglal Chiranjilal Agarwal (Chamadia) and others and as such he joined as a confirming party to it.
- (13) The Mutation Entry No.18730 dated 21.11.2009 disclosed that said Ramswaroop Madanlal Agarwal (Chamadia) died on 08.08.2005



and his wife Rukmini, died on 27.12.2005, leaving behind three sons, Rajkumar Ramswaroop Agarwal (Chamadia), Manojkumar Ramswaroop Agarwal (Chamadia) and Shashikant Ramswaroop Agarwal (Chamadia) and accordingly, their names were mutated in the record of rights of the land bearing Survey No.20/2A.

- (14) The Mutation Entry No.23716 disclosed that pursuant to the circular of Government, vide No.RaBhuA/ Pra Kra180/ La-1 dated 07.05.2016 r/w Order of the Tahsildar Haveli dated 17.03.2017, the hand written record of rights were converted into computerized record of rights.
- (15) Thereafter, Rajkumar Ramswaroop Agarwal (Chamadia) challenged the Mutation Entry No.4891 to the extent of an area admeasuring 14 Are in RTS Appeal No.RTS/Appeal/560/2017 on the ground that the subject matter of the sale deed dated 16.08.1993, which was registered in the office of the Sub.Registrar, Haveli No.7 at Serial No.10/1995, was pertaining to an area admeasuring "Hectare 1=62 Are", which was inclusive of 14 Are, however, while mutating the names of the Purchasers, the area admeasuring 14 Are was excluded.
- (16) The Sub.Divisional Officer, Haveli Sub.Division, Pune, by an order dated 17.10.2017 passed in RTS Appeal No.RTS/Appeal/560/2017, was pleased to direct to delete the name of Rama Krishi Rasayan Limited and mutate the names of the purchasers viz. Bajranglal Chiranjilal Agarwal (Chamadia), Manojkumar Ramswaroop Agarwal (Chamadia), Rajkumar Ramswaroop Agarwal (Chamadia), Vishnukumar Madanlal Chamadia (Agarwal) and Shashikant Ramswaroop Agarwal (Chamadia) pertaining to the portion admeasuring 14 Are out of the Survey No.20/2A of village Kharadi, in the record of rights and accordingly, mutation thereof was effected in the record of rights, vide Mutation Entry No.24163 dated 27.10.2017.



- (17) The Mutation Entry No.24311 dated 20.01.2018 disclosed said Bajiranglal Chiranjilal Agarwal (Chamadia) died on 12.09.2017, leaving behind three sons viz. Pawankumar Bajiranglal Agarwal (Chamadia), Ravikant Bajiranglal Agarwal (Chamadia) and Arunkumar Bajiranglal Agarwal (Chamadia) and a daughter Usha Vinod Bansal, however, the deceased had left his last Will and Testament dated 25.08.2009, which was registered in the office of Sub.Registrar, Haveli No.10 at Serial No.6355/2009 on 28.08.2009, whereby he bequeath his share in the land bearing Survey No.20/2A unto and in favour of his afore mentioned 3 sons and accordingly, their names were mutated in the record of rights.
- (18) On perusal of the aforementioned Will, it disclosed that the deceased Bajiranglal Chiranjilal Agarwal (Chamadia) was one of the partners of Chamadia Industrial Services and inter alia the land bearing Survey No.20/2A was purchased by it in the name of its partners, wherein he has undivided share (refer Para 5 of the Will), which was bequeath to his aforementioned 3 sons (refer Para 14 of the Will).

C. Incidences of the Survey No.20/2B/1

- (1) The Mutation Entry No.498 dated 08.01.1946 disclosed that said Shripati Sakharam Choudhari died on 10.06.1945, leaving behind four sons viz. (1)Maruti, (2)Sakharam, (3)Tukaram and (4)Bhika Shripati Choudhari and accordingly, their names were mutated in record of rights inter alia of the said Survey No.20/2B.
- (2) The record of rights i.e. the 7/12 extract for the year 1943/44 to 1953/54 disclosed that Shripati Sakharam Choudhari and Bhagubai Kom Sobhachand Marwadi were the holders of the land bearing Survey No.20/2B, admeasuring Acre 2=33 Gunthe, assessed at 9 Anne 6 pai, which was subdivided into two Hissas, i.e. the land bearing Survey No.20/2B/1, admeasuring "Acre 1=16.5 Gunthe, assessed at 4 Anne 9 pai, which was shown in her name and the land bearing Survey No.20/2B/2, admeasuring "Acre 1=16.5

Gunthe, assessed at 4 Anne 9 pai, which was shown in the name of Maruti Shripati Chaudhari etc.4, vide Mutation Entry No.604 dated 15.06.1952.

- (3) Thereafter, pursuant to the Sale Deed dated 09.07.1952, registered in the office of the Sub.Registrar Haveli No.1 at Serial No.1041/1952 on the same day, said Bhagubai Sobhachand Oswal sold the land bearing Survey No.20/2B/1 admeasuring Acre 1=16.5 Gunthe unto and in favour of The West India Company Limited, thorough authorized person Keshav Narayan Sudame and accordingly, it's name was mutated in the record of rights, vide Mutation Entry No.605 dated 17.11.1952.
- (4) The Mutation Entry No.731 dated 14.01.1962 disclosed that pursuant to the application of the West India Company Limited, the name of authorized person Keshav Narayan Sudame was to be deleted and the name of Deviprasadji Potdar was to be mutated in the record of rights, however, as per order dated 13.12.1962 of the 5th Additional Mamledar, Haveli, the name of representative of the company is not required to be mutated and as such the name of Keshav Narayan Sudame was deleted.
- (5) The Mutation Entry No.865 dated 05.12.1968 disclosed that provisions of the Indian Coinage Act, 1955 read with enforcement of the Maharashtra Weight and Measurement Act, 1958 were implemented to the village Kharadi and, accordingly, the areas and assessments of the lands were converted into the Metric System and accordingly, the mutation was effected in the record of rights.
- (6) The Mutation Entry No.1581 dated 30.09.1983 disclosed that the name of "West India Chemical Limited" was changed to "Rama Krushi Rasayan Limited", as witnesseth by the Certificate of Incorporation issued by the Asst. Registrar of Companies bearing No.7298 dated 24.04.1980, and accordingly, the effect thereof was given in the record of rights inter alia of the land bearing Survey No.20/2A and 20/2B/1.



- (7) The Mutation Entry No.2738 dated 24.10.1989 disclosed that a notification, as contemplated u/s.4 of the Land Acquisition Act, 1894, was published in the Maharashtra Government Gazette, Pune Division Supplement 1 dated 03.08.1989, vide No.BhuSa/33/1387 dated 21.07.1989 r/w order of Special Land Acquisition officer 15, Pune, Urban Planning and Valuation Assessment department, vide outward No.BhuSam/33/1806 to 1810 dated 25.09.1989, for the purpose of acquisition of the portion admeasuring 14 Are out of the Survey No.20/2A/2B for 150 ft. wide Nagar road to Mundhwa Pool was kept in other rights column of the said Survey Nos.20/2A and 20/2AB by pencil entry.
- (8) Pursuant to the sale deed dated 16.08.1993, lodged for registration in the office of the Sub.Registrar, Haveli No.7 at Serial No.1861/1993 on 27.12.1993 and registered at Serial No.9/1995 on 03.01.1995, said Rama Krishi Rasayan Limited through its authorized Managing Director, A.S.Ahluwalia with the confirmation of O.M.Gupta sold *inter alia* the said Survey No.20/2B/1 unto Omprakash M. Gupta and accordingly, his name was mutated in the record of rights, vide Mutation Entry No.4890 dated 08.03.1995.
- (9) It is pertinent to note that Shri.Omprakash M. Gupta, the aforementioned confirming party had offered to purchase and acquire the land bearing Survey No.21/2/2, 20/2/2A and 20/B/1 of village Kharadi for and on behalf of himself as well as Bajranglal Chiranjilal Agarwal (Chamadia) and others and as such he joined as a confirming party to the aforementioned sale deed.
- (10) The Mutation EntryNo.23716 disclosed that pursuant to the circular of Government, vide No.RaBhuA/ Pra Kra180/ La-1 dated 07.05.2016 r/w Order of the Tahsildar Haveli dated 17.03.2017, the hand written record of rights were converted into computerized record of rights.
- (11) In the meanwhile, M/s. Chamadia Industrial Services was (1) Bajranglal Chiranjilal Agarwal, (2) Sushila Bajranglal Agarwal, (3)

Mrs. Veena Pawankumar Chamdia, (4) Mrs. Seema Arunkumar Chamadia, (5) Ravikant Bajranglal Chamadia and (6) Ramswaroop Madanlal Agarwal were carrying partnership business in the name and style M/s. Chamadia Industrial Services and firm was registered with the Registrar of Firms under the No.MPA-35474, however, partnership deed thereof is not on record.

- (12) Thereafter, Pursuant to the Partnership Deed dated 27.12.2005 executed between (1) Bajranglal Chiranjilal Agarwal, (2) Omprakash Madanlal Chamadia, (3) Vishnukumar Madanlal Chamadia, (4) Shashikant Ramswaroop Chamadia, (5) Veena Pawankumar Chamdia, (6) Mrs. Seema Arunkumar Chamadia, (7) Ravikant Bajranglal Chamadia, (8) Mrs. Vinita Rajkumar Chamadia, (9) Kavita Manojkumar Chamadia, (10) Ramdulari Omprakash Chamadia, (11) Rachana Laxmikant Chamadia, (12) Chandrakant Omprakash Chamadia, (13) Mrs.Annapurna Vishnukumar Chamadia and (14) Girish Vishnukumar Chamadia, whereby Nos. (1) to (14) entered into a Partnership Deed, pertaining to Chamadia Industrial Services, subject to the terms and conditions stipulated therein.
- (13) Thereafter, Pursuant to the Reconstitution Deed (titled as Partnership Deed) dated 31.03.2007 executed between (1) Bajranglal Chiranjilal Agarwal, (2) Omprakash Madanlal Chamadia, (3) Vishnukumar Madanlal Chamadia, (4) Shashikant Ramswaroop Chamadia, (5) Rajkumar Ramswaroop Chamadia, (6) Manojkumar Ramswaroop Chamadia, (7) Mrs.Veena Pawankumar Chamadia, (8) Mrs. Seema Arunkumar Chamadia, (9) Ravikant Bajranglal Chamadia, (10) Mrs. Vinita Rajkumar Chamadia, (11) Kavita Manojkumar Chamadia, (12) Ramdulari Omprakash Chamadia, (13) Rachana Laxmikant Chamadia, (14) Chandrakant Omprakash Chamadia, (15) Mrs.Annapurna Vishnukumar Chamadia and (16) Girish Vishnukumar Chamadia, whereby Nos. (1) to (4) being continuing partner and Nos. (5) & (6) being incoming partners and Nos. (7) to (16), being retiring partners re-constituted the



partnership firm Chamadia Industrial Services, subject to the terms and conditions stipulated therein.

- (14) Thereafter, on demise of Bajrangilal Chiranjilal Chamadia on 12.09.2017, the partnership firm Chamadia Industrial Services was re-constituted with effect from 13.09.2017, vide a Partnership Deed dated 03.05.2018 executed between (1) Omprakash Madanlal Chamadia, (2) Vishnukumar Madanlal Chamadia, (3) Shashikant Ramswaroop Chamadia, (4) Rajkumar Ramswaroop Chamadia, (5) Manojkumar Ramswaroop Chamadia, (6) Pawankumar Bajranglal Chamadia, (7) Arunkumar Bajranglal Chamadia, (8) Ravikant Bajranglal Chamadia, subject to the terms and conditions stipulated therein.
- (15) M/s. Chamadia Industrial Services was registered with the Registrar of Firms under Firm Registration No. MPA/35474, which is supported by Extract of Registration Certificate issued by Registrar of firms, wherein, date of entry was noted on 13.01.1998 and 09.02.2009, pertaining to Chamadia Industrial Services.

D. Common incidences of the said Larger Land:

- (1) Pursuant to the application of the said Pawankumar Bajranglal Agarwal (Chamdia) and 7 others for deleting the remark of exemption granted for Industrial purpose, u/s 20 of Urban Land (Ceiling & Regulation) Act, 1976 (ULCRA), now repealed, as well as for grant of permission to transfer the land bearing (i) Survey No.20/2A admeasuring 16200 sq.mt. and (ii) Survey No.20/2B/1 admeasuring 5700 sq.mt., both of village Kharadi (collectively referred to as the said **Larger Land**), the District Collector and Competent Authority, Pune Urban Agglomeration, Pune, vide order No. ULC/K-20/KA-3/SR/22/19 Ja. Kra. 148, dated 30.03.2021, directed to delete the remark u/s 20 of ULCRA from other rights column thereof and further granted permission to transfer it, subject to the conditions as are stipulated therein.



- (2) Thereafter, pursuant to the Agreement of Sale dated 30.03.2021, registered in the office of the Sub Registrar Haveli No.19 at Serial No.8851/2021 on 22.07.2021 (said **Agreement**), (1) Vishnukumar Madanlal Chamadia, (2) Rajkumar Ramswaroop Chamadia, (3) Manojkumar Ramswaroop Chamadia (4) Shashikant Ramswaroop Chamadia,(5) Arunkumar Bajranglal Chamadia,(6) Ravikant Bajranglal Chamadia, (7) Pawankumar Bajranglal Chamadia being the Vendor No.1 and (8) Omprakash Madanlal Chamadia being the Vendor No.2 with the consent of M/s. Chamadia Industrial Services, agreed to sell the said Larger Land unto and in favour of M/s. Mahalaxmi Shelters, represented through its partners Sachin Ishwarchand Goyal and Pritam Ishwarchand Goyal, for the consideration and subject to the terms and conditions as stipulated therein.
- (3) Similarly, pursuant to the Irrevocable Power of Attorney dated 22.07.2021, registered in the office of the Sub Registrar Haveli No.19 at Serial No.8852/2021 on the same day (said **Power Of Attorney**), (1) Vishnukumar Madanlal Chamadia, (2) Rajkumar Ramswaroop Chamadia, (3) Manojkumar Ramswaroop Chamadia, (4) Shashikant Ramswaroop Chamadia,(5) Arunkumar Bajranglal Chamadia,(6) Ravikant Bajranglal Chamadia, (7) Pawankumar Bajranglal Chamadia being the Executant No.1, (8) Omprakash Madanlal Chamadia being the Executant No.2 and M/s. Chamadia Industrial Services being Executant No.3, appointed (1) Sachin Ishwarchand Goyal and (2) Pritam Ishwarchand Goyal, the partners of M/s. Mahalaxmi Shelters, being their Attorney for performing and executing required acts, deeds and things, pertaining to the said Larger Land, as stipulated therein.
- (4) Thereafter, pursuant to the Sale Deed dated 02.12.2021, registered in the office of the Sub-Registrar, Haveli No.23 at Serial No.20361 /2021 on 03.12.2021, said Chamadia and Omprakash Madanlal Gupta (Chamadia), with the consent of M/s.Chamadia Industrial Services, sold the said Larger Land unto the said Mahalaxmi Shelters represented through its partners Sachin Ishwarchand



Goyal and Pritam Ishwarchand Goyal and, accordingly, its name was mutated in the record of rights, vide Mutation Entry No.27141 dated 16.12.2021.

- (5) Thereafter, the said Owner/Promoter prepared layout of the said Larger Land, which was approved and sanctioned by the Municipal Corporation of City of Pune, vide its Commencement Certificate No.CC/1767/21 dated 23.09.2021, whereby the said Larger Land was divided into five portions i.e. (i) Survey No.20/2A/2B/1 admeasuring Hectare 0=06 Are (600 sq.mt.), assessed at Rs.648=00 Paise, (ii) Survey No.20/2A/2B/1/1 Plot-A, admeasuring Hectare 1=78.4863 Are (17848.63 sq.mt.), assessed at Rs. 19277=00 Paise (i.e. the said Land), (iii) Survey No.20/2A/2B/1/2 Plot-B, admeasuring Hectare 0=08.8962 Are (889.62 sq.mt.), assessed at Rs.961=00 Paise, (iv) Survey No.20/2A/2B/1/3 18 mtr. Road, admeasuring Hectare=08.0181 Are (801.81 sq.mt.), and (v) Survey No.20/2A/2B/1/4 45 mtr. Road, admeasuring Hectare 0=17.5994 Are (1759.94 sq.mt.) and the effect thereof was given in the record of rights, vide Mutation Entry No. 27290 dated 25.01.2022 and shown in the name of the said Owner/Promoter.

E. ENCUMBRANCES:

- (1) Pursuant to the Deed of Mortgage dated 11.06.2012, registered in the Office of Sub Registrar Haveli No.7 at Serial No.5324/2012 on 12.06.2012, executed between Rajkumar Chamadia and others being the Mortgagor and Bajaj Finance Ltd., being the Mortgagee, the Mortgagor availed financial assistance of Rs.15,00,00,000/- inter alia against the security of the said Larger Land.
- (2) Thereafter, pursuant to the Deed of re-conveyance of Mortgage property dated 04.02.2014, registered in the Office of Sub Registrar Haveli No.15 at Serial No.1147/2014 on the same day, executed between Rajkumar Chamadia and others being the Mortgagor and Bajaj Finance Ltd., being the Mortgagee, whereby inter alia the said

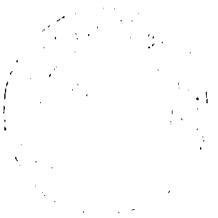
Larger Land was re-conveyed by the Mortgagee in favour of the Mortgagor.

- (3) Pursuant to the Equitable Mortgage of property by deposit of title deeds dated 28.03.2014, executed by Chamadia Industrial Services in favour of Aditya Birla Finance Ltd., it availed financial assistance of Rs.30,00,00,000/- from Aditya Birla Finance Ltd., and created Equitable Mortgage against the land bearing Survey No.20/2A admeasuring Hectare 1= 48 Are.
- (4) Thereafter, pursuant to the Declaration cum Confirmation Deed dated 12.09.2017, a Notice of Intimation was lodged in the office of Sub-Registrar Haveli No.8, at serial No.HVL8-3523-2017 on 10.10.2017 by Chamadia Industrial Services in favour of Aditya Birla Finance Ltd., whereby it confirmed to have deposited title deeds and documents by way of Equitable Mortgage inter alia in respect of the land bearing survey No.20 Hissa No.2A of village Kharadi unto and in favour of Aditya Birla Finance Ltd.
- (5) It is pertinent to note that with the aforesaid Deed of Declaration cum Confirmation, a letter issued by Kotak Mahindra Bank, vide No.COPS/SME/NDC/2017-18/6051 dated 07.09.2017 addressed to M/s. Chamadia Industrial Services, is annexed, whereby has confirmed to have received the dues towards full and final settlement of financial facilities, overdraft and term loan, which was granted to addressee, vide sanctioned letter bearing No.ZO/MUM/BB/R/2015-16 dated 22.12.2015.
- (6) Pursuant to the Supplemental Memorandum of Entry for deposit of title Deeds dated 31.07.2018, executed by said (1)Vishnukumar Madanlal Chamadia (Agarwal), (2) Rajkumar Ramswaroop Agarwal (Chamadia), (3)Manojkumar Ramswaroop Agarwal (Chamadia), (4)Shashikant Ramswaroop Agarwal (Chamadia), (5)Ravikant Bajranglal Agarwal (Chamadia), (6)Pawankumar Bajranglal Agarwal (Chamadia) and (7)Omprakash Madanlal Gupta (Chamadia), (8) Arunkumar B. Chamadia and (9) Chamadia



Industrial Services in favour of Aditya Birla Finance Ltd. it availed financial assistance of Rs.29,45,00,000/- (Rupees Twenty Nine Crore Forty Five Lakhs only) against the security of said Larger Land.

- (7) Thereafter, pursuant to the Memorandum of Entry dated 31.12.2020, executed by (1) Rajkumar Chamadia s/o Ramswaroop Chamadia, (2) Manojkumar Chamadia s/o Ramswaroop Chamadia, (3) Shashikant Chamadia s/o Ramswaroop Chamadia, (4) Vishnukumar Chamadia s/o Madanlal Chamadia, (5) Pavankumar Chamadia s/o Bajranglal Chamadia, (6) Arunkumar Chamadia s/o Bajranglal Chamadia, (7) Ravikant Bajranglal Chamadia and (8) Omprakash Chamadia s/o Madanlal Chamadia in favour of Aditya Birla Finance Ltd., whereby they confirmed the outstanding amount of loan of Rs.28,27,25,000/- and further availed financial assistance of Rs.7,44,36,000/- against the security of the land bearing Survey No.20/2A and 20/2B/1.
- (8) Thereafter, pursuant to the Notice of intimation of Mortgage by way of Deposit of title Deed dated 08.02.2021, registered at Haveli No.9, Serial No.624/2021 on 08.03.2021, executed by (1) Omprakash M. Chamadia, (2) Manojkumar Ramswaroop Agarwal (Chamadia), (3) Ravikant Bajranglal Agarwal (Chamadia), (4) Shashikant Ramswaroop Agarwal (Chamadia), (5) Arunkumar Bajranglal Agarwal (Chamadia), (6) Rajkumar Ramswaroop Agarwal (Chamadia) in favour of Aditya Birla Finance Ltd., it availed financial assistance of Rs.7,44,36,000/- against the security of the said Larger Land.
- (9) Thereafter, the aforesaid Chamadia have paid entire outstanding amount towards the said Encumbrances to Aditya Birla Finance Limited and consequently, said Aditya Birla Finance Limited, vide its letter No.ABF/WST1/LOC/SEP21/A0002 dated 07.09.2021, have informed to the said Chamadia, that it is in process of releasing its charge on the property comprising the said Larger Land.



- (10) Thereafter, Aditya Birla Finance Limited, vide its further letter dated 24.11.2021 informed to the aforesaid Chamadia that it has released its charge on all the securities created by it,

F. **Zone:**

The Zone Certificate No.DPO dated 16.02.2021, issued by the Pune Municipal Corporation disclosed that, in the sanctioned Development Plan of the Municipal Corporation of City of Pune, the land bearing Survey No.20 is earmarked in the residential zone and a portion thereof is affected by 18 meter wide road and another portion is affected by 45 meter wide road.

G. **Layout and building Plans:**

1. The said Owner/Promoter prepared layout of the said Larger Land, which was approved and sanctioned by the Municipal Corporation of City of Pune, vide its Commencement Certificate No.CC/1767/21 dated 23.09.2021, whereby the said Larger Land was divided into five portions, as enumerated in clause 5.36 above.
2. The said Owner/Promoter prepared building/s plans in respect of the said Land, which was approved and sanctioned by the Municipal Corporation of City of Pune (PMC), vide its Commencement Certificate No.CC/1767/21 dated 23.09.2021.
3. The Owner/Promoter prepared Revised plans and specification for residential buildings, which were approved and sanctioned by the Pune Municipal Corporation and issued Commencement Certificate No.CC/2448/2022 dated 16.12.2022 thereof
4. **NA Order:**
The said Land was converted into non-agriculture purpose, the intimation whereof was sent by Tahasildar Office, Haveli, Pune, vide No.NA.SR/86/2022 dated 29.04.2022



Further in the Supplement-1 to the Title Report dated 10.03.2023, in respect of the land bearing Survey No.20/2A/2B/1/1/Plot A of village Kharadi, Taluka Haveli, District Pune, the subsequent facts were noted, out of which the relevant facts are reproduced hereunder:

- (1) pursuant to the Sale Deed dated 16.08.1993, lodged for registration in the office of the Sub.Registrar, Haveli No.7 at Serial No.1861/1993 on 27.12.1993 and registered at Serial No.9/1995 on 03.01.1995, said Rama Krishi Rasayan Limited through its authorized Managing Director, A.S.Ahluwalia with the confirmation of O.M.Gupta sold *inter alia* the said Survey No.20/2B/1 admeasuring Hectare 0=57 Are unto Omprakash M. Gupta, the mutation whereof was effected, vide Mutation Entry No.4890 dated 08.03.1995.
- (2) While giving effect of Mutation Entry No.4890 dated 08.03.1995 in the record of rights, the portion admeasuring Hectare 0= 43 Are was mutated in the name of Omprakash M. Gupta, since, there was remark in other rights column, vide Mutation Entry No.2738 dated 24.10.1989 pertaining to the portion admeasuring Hectare 0=14 Are, which was to be acquired for road widening, and as such the said portion i.e. Hectare 0=14 Are was shown in the name of Rama Krishi Rasayan Limited.
- (3) Thereafter, Omprakash M. Gupta challenged the Mutation Entry No.4890 to the extent of an area admeasuring 14 Are in RTS Appeal No.RTS/Appeal/561/2017 on the ground that the subject matter of the Sale Deed dated 16.08.1993, which was registered in the office of the Sub.Registrar, Haveli No.7 at Serial No.09/1995, was pertaining to an area admeasuring "Hectare 0=57 Are", which was inclusive of 14 Are, however, while mutating the names of Omprakash M. Gupta, the Purchaser, the area admeasuring 14 Are was excluded.
- (4) The Sub.Divisional Officer, Haveli Sub.Division, Pune, vide an order dated 17.10.2017 passed in RTS Appeal No.RTS/Appeal/560/2017, was pleased to direct to delete the name



of Rama Krishi Rasayan Limited and mutate the names of the purchaser Omprakash M. Gupta pertaining to the aforesaid portion admeasuring 14 Are out of the Survey No.20/2B/1 of village Kharadi, in the record of rights and accordingly, effect thereof was given in the record of rights, vide Mutation Entry No.24162 dated 27.10.2017.

- (5) In the earlier Title Report dated 28.04.2022, it was noted that pursuant to the last Will and Testament dated 25.08.2009 which was registered in the office of Sub.Registrar, Haveli No.10 at Serial No.6355/2009 on 28.08.2009, of Bajiranglal Chiranjilal Agarwal (Chamadia), who died on 12.09.2017, the names of legatees were mutated, vide Mutation Entry No.24311 dated 20.01.2018
- (6) The attention is drawn that effect of the aforesaid Will of late Bajiranglal Chiranjilal Agarwal (Chamadia) was given in the record of rights of Mutation Entry No.24310 dated 20.01.2018, which was not certified for technical reason and subsequently the effect whereof was given, vide Mutation Entry No.24311 dated 20.01.2018 as aforesaid.
- (7) At the cost of repetition, as observed in the earlier Title Report dated 28.04.2022, the said Owner/Promoter prepared layout of the land bearing (i) Survey No.20/2A admeasuring 16200 sq.mt. and (ii) Survey No.20/2B/1 admeasuring 5700 sq.mt., both of village Kharadi (collectively referred to as the said **Larger Land**), which was approved and sanctioned by the Municipal Corporation of City of Pune, vide its Commencement Certificate No.CC/1767/21 dated 23.09.2021, whereby the said Larger Land was divided into five portions i.e. (i) Survey No.20/2A/2B/1 admeasuring Hectare 0=06 Are (600 sq.mt.), assessed at Rs.648=00 Paise, (ii) Survey No.20/2A/2B/1/1/Plot-A, admeasuring Hectare 1=78.4863 Are (17848.63 sq.mt.), assessed at Rs. 19277=00 Paise (i.e. the said Land), (iii) Survey No.20/2A/2B/1/2/Plot-B, admeasuring Hectare 0=08.8962 Are (889.62 sq.mt.), assessed at Rs.961=00 Paise, (iv) Survey No.20/2A/2B/1/3/ 18 mtr. Road, admeasuring Hectare 0=08.0181 Are (801.81 sq.mt.), and (v) Survey No.20/2A/2B/1/4/ 45 mtr. Road, admeasuring Hectare 0=17.5994 Are (1759.94 sq.mt.)



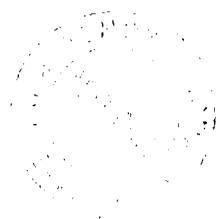
and the effect thereof was given in the record of rights, vide Mutation Entry No.27290 dated 25.01.2022 and shown in the name of the said Owner/Promoter.

- (8) The Mutation Entry No.27386 dated 07.03.2022 reflects that the rectification of the record of rights of village Kharadi was effected as Circular of Govt. vide No. Ra.Bhu.Aa/Pra.Kra. 180/L-1 dated 07.05.2016 r/w Order of Tahasildar, District Pune, vide No.REVKMSM 7601 dated 07.03.2022.
- (9) Thereafter, pursuant to the Lease Deed dated 18.08.2022 registered in the office of Sub Registrar Haveli No.7, Pune at Serial No.13100/2022 on 26.08.2022, the Owner/Promoter granted a lease in respect of portion admeasuring 65 sq.mt. out of the land bearing Survey No.20/2A/2B/1/1/Plot-A i.e. the said Land unto and in favour of Maharashtra State Electricity Distribution Company Ltd. for the purpose of installation of Electricity Supply Substation, subject to the terms and conditions, as were stipulated therein and accordingly, the mutation thereof was effected in the record of rights, vide Mutation Entry No.27669 dated 11.11.2022.

H. Registration under Rera:

- a. Pursuant to the Application of Mahalaxmi Shelters, i.e. the Owner/Promoter, the Maharashtra Real Estate Regulatory Authority at Mumbai, issued a Registration Certificate in the Form-C, bearing No.P52100045237 dated 10.05.2022 pertaining to the Project known as Pristine Allure Part 1, then being implemented upon the portion of the land bearing Survey No20/2A + 20/2B/1, Kharadi, Pune (i.e. the said Larger Land).

The attention is invited that after sanction of layout of the said Larger Land, the Project of ownership scheme which is being implemented upon the portion of the said Larger Land is located in the land bearing Survey No.20/2A/2B/1/1/Plot-A of village Kharadi, Pune (i.e. the said Land).



5. LITIGATION:

Marvel Realtors and Developers Ltd., a public company incorporated under the Companies Act, 1956 on 24th May 2006 bearing CIN U70102PN2006PLC128506, having registered office at Office No.301-302, Jewel Tower, Survey No.25/H, Lane No.5, Koregaon Park, Pune 411 001 (**Plaintiff**) filed a Commercial Suit bearing No.24/2021 in the Court of District Judge, Pune against (1) Kappa Realtors LLP represented by its partners: a. Subhash Sitaram Goel, b. Ganga Housing Pvt. Ltd. c. Swaransingh Gyansingh Sohal, d. Anurag Subhash Goel, (2) Chamadia Industrial Services, represented through its partners a. Pawankumar Bajarangilal Chamadia, b. Ravikant Bajarangilal Chamadia, c. Arunkumar Bajarangilal Chamadia, d. Omprakash Madanlal Gupta, e. Vishnukumar Madanlal Chamadia, f. Shashikant Ramswarup Agarwal, g. Rajkumar Ramswarup Chamadia, h. Manojkumar Ramswarup Agarwal, and (3) M/s. Shree Balaji Associates Pune LLP, represented through its partners a. Rajendra Sitaram Goel, b. Umesh Sitaram Goel, c. Subhash Sitaram Goel (**Defendants**).

The Plaintiff's pleadings in brief is as under:

- (1) The Plaintiff is a company limited by shares and incorporated under the Companies Act, 1956 and other details are enumerated hereinabove. It further stated that **Marvel Promoters & Developers (Pune) Pvt. Ltd.**, a company incorporated under the Companies Act, 1956, having registered office at A-10, Flat No.1, Meera Nagar, Koregaon Park, Pune 411001 (said **Marvel Promoters & Developers**), the incorporation certificate whereof was issued under Corporate Identity No.U45200PN2007PTC 130439 dated 11.07.2007, which was merged with the Plaintiff vide Order dated 05.07.2017 passed by the Bombay High Court (which is erroneously written, it should be The National Company Law Tribunal, Mumbai Bench) in Company Scheme Petition No.227/2017.



- (2) The Defendant No.1 (i.e. **Kappa Realtors LLP**), a limited liability partnership having its registered office at as enumerated in the title of the suit. The Defendant Nos.1(a) to 1(d) are the partners of the Defendant No.1 and the Plaintiff is a retired partner thereof w.e.f. 01.01.2018. The Defendant Nos.2 is a registered partnership firm and the Defendant Nos.2(a) to 2(h) are its partners, who are joint party defendants to the present suit in their capacity as partners of the Defendant No.2 as well as party in their individual capacity. The Defendant No.3 is a limited liability partnership firm, earlier known as Shree Balaji Associates and Defendant Nos.3 (a) to 3 (c) are its designated partners.
- (3) The Defendant No.2 is the owner of the said Land and pursuant to the some contractual arrangement; the Defendant No.3 holds 17.5% beneficial interest in the said Land.
- (4) Pursuant to the JV Agreement dated 22.07.2011, which was executed between the Defendant Nos. 1, 2 and 3 and the Defendant Nos.2(a) to 2(h) in their individual capacity as consenting parties thereto, the parties agreed that they shall work on principal to principal basis and divide the work in respect of the development of the said Land and implementation of the Project thereon and a Power of Attorney dated 22.07.2011 was executed by the Defendant No.2 in favour of the Defendant No.1 authorizing it to do, execute and perform all acts, deeds and things in respect of the development of the said Land, as stipulated therein.
- (5) The Marvel Promoters & Developers, which was subsequently merged with the Plaintiff, being the erstwhile partner of the Defendant No.1, exclusively paid the sum of Rs.4,50,00,000/- (Rupees four crore fifty lakh only) to the Defendant No.2 towards refundable interest free deposit and Rs.1,00,00,000/- (Rupees one crore only) to the Defendant No.3 towards refundable interest free deposit.



- (6) Thereafter, the Defendant No.1(d) was inducted and the Plaintiff retired from the Defendant No.1, both w.e.f. 01.01.2018, in terms of revised and re stated agreement dated 01.01.2018 of LLP of the Defendant No.1. Similarly, a Memorandum of Understanding was also executed between the Plaintiff and the Defendant No.1(a) to 1(d). As per books of accounts of the Defendant No.1, the sum of Rs.10,91,79,182/- (ten crore ninety one lakh seventy nine thousand one hundred and eighty two only) was standing to the credit of the retiring partner as on 31.12.2017.
- (7) The plaintiff alleged that the aforementioned amount was pertaining to the property situated at Lohegoan called as "Marvel Ganga Trueno" and Plaintiff specifically released all its rights therein in favour of the Defendant No.1. The Plaintiff further alleged that inadvertently the accounts remained to be settled in respect of the said Land and as such no release was ever given by the Plaintiff in favour of the Defendant No.1. Thus, the plaintiff is seeking settlement of accounts in respect of the said Land.
- (8) The Plaintiff further alleged that according to the Retirement Agreement, in addition to the aforementioned amount, the Defendant No.1 (a) to 1 (d) were liable to pay (i) Rs.4,80,48,035/- (Rupees four crore eighty lakh forty eight thousand thirty five only) towards cost associated with re locating of the existing unit holders of ongoing project "Marvel Ganga Trueno" and (ii) Rs.2,22,41,385/- (Rupees two crore twenty two lakh forty one thousand three hundred eighty five only) to the Plaintiff, thus aggregating Rs.17,94,68,602/- (Rupees seventeen crore ninety four lakh sixty eight thousand six hundred two only) within 90 days from the date of said Agreement. According to the Plaintiff, the accounts in respect of the said Land remained to be settled.
- (9) The Plaintiff further alleged that in addition to the Plaintiff's right to the amount after settlement of accounts in respect of the said Land, the Plaintiff is also entitled to the amount of Rs.5,50,00,000/-



(Rupees five crore fifty lakh only), which was paid by it towards refundable deposit to the Defendant Nos.2 and 3, respectively.

- (10) The Plaintiff further stated that the sum of Rs.11,07,00,000/- (Rupees eleven crore seven lakh only) was received by it from the Defendant No.1 till date. The Plaintiff brought the suit for settlement of accounts in respect of the said Land and in addition to that the amount of Rs.5,50,00,000/- (Rupees five crore fifty lakh only), payable by the Defendant No.1 to the Plaintiff.

Relief claimed by the Plaintiff:

The Plaintiff prayed that (a) suit be decreed with cost including advocate fees in double set, (b) the settlement of accounts of the Plaintiff pertaining to: (i) the land bearing Survey No.20, Hissa No.2A, admeasuring 1 Ha 62 Are and (ii) the portion admeasuring 43 Are out of the land bearing Survey No.20, Hissa No.2B/1, admeasuring 0 Ha 57 Are, both situate at village Kharadi, Tal. Haveli, Dist. Pune (said **Land**), (c) directing the Defendant No.1 and its partners be jointly and severally to pay such amount as may deduced after the final settlement of the accounts with interest @ 18% per annum, (d) directing the Defendant No.1 and its partners be jointly and severally to pay Rs.16,68,72,385/- to the Plaintiff along with future interest @ 18% per annum from the date of suit till realization and charge thereof be kept on the asset of the Defendant No.1 firm and (e) grant of equitable relief.

Application filed by the Plaintiff for attachment before judgment of the said Land

The Plaintiff has filed application for attachment before judgment in the said suit pertaining to the said Land and stated that it has recently come to knowledge of the Plaintiff that the Defendant No.1,2 and 3 have acquired the TDR rights in respect of the said Land and the Defendant No.1 alongwith the Defendant Nos. 2 and 3 are surreptitiously negotiating with a third party in respect of the said JV Agreement and Power of Attorney both dated 22.07.2011



pertaining to the said Land, wherein the Defendant No.1 is being exclusively benefited to the detriment of the Plaintiff and his interest. The Plaintiff states that such an arrangement would cause severe loss to the Plaintiff. The Plaintiff states that thus it has become crystal clear that from the very beginning the Defendants have every intention to deceive the Plaintiff. The Plaintiff further states that if the Defendants succeed in achieving their oblique motive, the Plaintiff shall suffer irreparable loss and damage, which the Defendant No.1 would not be able to compensate in terms of money.

Documents filed by the Plaintiff with the suit:

- (2) The documents filed at Sr. No.1, 2, 3, 4, 5, 6, 7, 10 and 11 of the list are the photocopies of the corresponding documents pertaining to the affairs of the Plaintiff and the Defendant No.1.
- (3) The documents titled as Articles of Agreement and Power of Attorney both dated 22.07.2011 filed at Serial Nos.8 & 9 of the list.

Written Statement of the Defendant No.2 in brief and say to application under order 38 rule 5 as under:

- (1) The entire suit is devoid of merit and the contents of the same are in its entirety a sham and quintessentially concocted. That, the suit is based on mere surmises and conjectures having a malicious *arrière-pensée* to further harass the Defendant No.2, into succumbing to the Plaintiff's illegal and unlawful demands.
- (2) That, the present suit, projects a scenario which is not only disturbing but also has the potentiality to create a stir, compelling one to ponder in a perturbed state as to how some unscrupulous, unprincipled and deviant person can ingeniously and innovatively create a design to knock at the doors of the Court, as if, it is a laboratory where multifarious experiments can take place and such pseudo-businessmen can adroitly abuse the process of the Court at their own will and desire by staging fake and frivolous documents, though the real intention is to harass, without any remorse, with the



inventive design primarily to create a mental pressure to serve dual purpose of firstly, by creating unwanted, fake and frivolous litigation on the property owned by the Defendant No.2, thereby decreasing the potential value of the property and secondly, extorting humongous amount of money as demanded in the Legal Notice.

- (4) That prima facie, there is a delay of more than 10 years, and accordingly the present suit is barred by limitation. That, as the Plaintiff has not condoned the delay of 10 years, nor has given any reasonable explanation regarding the same, on this ground itself the present suit is liable to be dismissed with costs.
- (5) The Defendant No.2 refused to have executed JV Agreement dated 22/07/2011 between the Defendant No.1, 2 and 3 & the Defendant No. 2A to 2H in their individual capacity, as consenting parties and further refused to have executed a power of attorney being the owner of said Land on 22/07/2011 in favour of the Defendant No.1 authorize it to do, execute, perform all acts and deed and to perform the obligation in respect of the development of the said Land. The Defendant No.2 further denied to have received any deposit amount either from the Defendant No.01 or the Plaintiff.
- (6) The Defendant No.2, is not concerned with the internal dispute between the Partners of Defendant No.1. The Plaintiff has clandestinely made the Defendant No.2, a party to the present proceedings, to create unwanted litigation on the said Land owned by the Defendant No.2.
- (7) The contents in paragraph No.18 of the plaint that, it has recently come to the knowledge of the Plaintiff that the Defendant Nos.1, 2 and 3 have acquired the TDR rights in the respect of the said Land and that the Defendant No.1 along with the Defendant Nos. 2 and 3 are surreptitiously negotiating with a third party to transfer/ alienate their rights under the said JV Agreement dated 22/07/2011 executed in respect of the said Land wherein the Defendant No.1 is being exclusively benefitted to the detriment of the Plaintiff and his interest and such an arrangement would cause severe loss to the



Plaintiff is neither true nor correct. That, the JV Agreement, dated 22/07/2011, was never executed between the parties. That, the Plaintiff nor the Defendant No.1, have any right, title, interest in the said Land, owned by the Defendant No.2. The, Defendant No.2, is the exclusive owner of the said Land, and the Defendant No.2, can take any/all the decisions with respect, to sale, purchase, development of the said Land.

- (8) According to this Defendant, the Hon'ble Court has no jurisdiction for trying and entertaining the present suit, as the JV Agreement dated 22/07/2011, as well as the Retirement Deed dated 01.01.2018, both have an exclusive Arbitration Clause. The Defendant No.2, has made a separate application u/s 8 of the Arbitration and Conciliation Act, for referring the dispute to Arbitration. The Defendant No.2, humbly submits that, this Hon'ble Court, doesn't have jurisdiction to try this present suit. Hence, the suit be dismissed with costs.
- (9) It is pertinent to note that, in the suit, no relief is sought by the Plaintiff against this Defendant. The Plaintiff has sought relief against the Defendant No.1. However, clandestinely through interim application, the Plaintiff is asking for attachment of the said Land owned by the Defendant No.2. Thus, the Plaintiff is not entitled for the prayers sought and hence the present suit, application under Order 38 Rule 5 is liable to be dismissed with exemplary costs.
- (10) The Defendant No.2 stated that the Plaintiff has suppressed material facts from this Hon'ble Court, has not approached the Hon'ble Court with clean hands and hence is misleading this Hon'ble Court.
- (11) The application of the Plaintiff under Order 38 Rule 5 is not tenable in the eyes of the law and hence is liable to be rejected with costs.
- (12) The Plaintiff has not made out the specific case for grant of the relief as prayed in the application under Order 38 Rule 5. The Defendant firm is carrying on business in and around Pune and



similarly the proprietor is permanent resident of Pune. It is submitted that there is no apprehension that the Defendant No.2 is trying to dispose of the said property in part or whole and flee from the country and hence on this ground itself the application under Order 38 Rule 5 is liable to be rejected with costs.

- (13) The present suit being a suit simplicitor for recovery of money. The Plaintiff has failed to establish prima facie case in Plaintiff's favour, the balance of convenience is not in favour of the Plaintiff and no irreparable loss would be caused to the Plaintiff, if the present suit and application under Order 38 Rule 5 are dismissed by this Hon'ble Court.

Core points pertaining to the Retirement of the Plaintiff from the Defendant No.1:

- (1) Pursuant to the LLP Agreement dated 01.01.018 pertaining to the Kappa Realtors LLP (i.e. the Defendant No.1), which was executed between (1) Subhash Sitaram Goel, (2) Ganga Housing Pvt. Ltd., (3) Swaransing Gyansing Sohal, Nos. (1) to (3) being continuing partners and (4) Anurag Subhash Goel, being an incoming partner and (5) Marvel Realtors and Developers Ltd. (i.e. the Plaintiff), being a retiring partner, said Anurag Subhash Goel was inducted and said Marvel Realtors and Developers Ltd. was retired, subject to the terms and conditions, as were stipulated therein, the relevant clauses thereof are reproduced hereunder:
- (a) The clause 8(I) reads as under,
 "Marvel Realtors and Developers Ltd., the retiring partner was retired from the Kappa Realtors LLP with effect from 01.01.2018 and said LLP was obliged to make payment of sum of Rs.10,91,79,182/- to the retiring partner, which is standing to the credit of the retiring partner in the books of the said LLP as on 31.012.2017 and said amount will be paid within 90 days from the date of this Agreement."
- (b) The clause 8(III) to (VII) reads as under,
 (III) "The said amount agreed to be paid by the Continuing Partners/ the said LLP to the Retiring Partner has been arrived at



with reference to the un-audited Balance Sheet and Profit and Loss Account of such LLP drawn up by the Chartered Accountant of the LLP as of 31.12.2017 and which has been mutually inspected and agreed upon by and between the parties hereto,

(IV) The Retiring Partner shall also stand absolved/ discharged of any other liability as a partner of the said LLP from the date of retirement of the Retiring Partner as a partner of the said LLP,

(V) From the date of its retirement as a partner of the said LLP, the retiring partner shall have no claim, right, title or interest of any kind whatsoever, in the Properties/Assets and Credits of the said LLP and neither shall the retiring partner make any such claim in the future,

(VI) Before execution hereof, the Retiring Partner has handed over the Continuing Partners all the Books of Account and other books and Records of the said LLP which were in its possession and the Retiring Partner has not retained any part of such Books/Records. The Continuing Partners acknowledge having received all such Books/Accounts from the Retiring Partner,

(VII) In the event of any person or party making any claim on the said LLP and the Partners thereof and claim arising from a period prior to the execution of this Agreement, the Continuing Partners/ the said LLP shall be obliged to deal with any such claim made by any person or party and the Continuing Partners shall indemnify and keep indemnified, saved defended and harmless the Retiring Partner from any loss or damage suffered or incurred by the Retiring Partner as a result of such claim."

(c) Clause 25 reads as under,

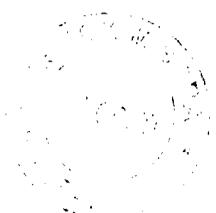
"a). If any dispute or difference cannot be amicability resolved by parties within (30) days from its occurrence or such longer time as mutually agreed, such dispute or difference shall be submitted for arbitration"



Observation:

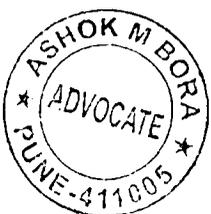
On perusing the Plaint, it disclosed that:

- (a) The Plaintiff is a retired partner of the Defendant No.1 LLP and has filed a suit simpliciter for settlement of accounts against the Defendant No.1.
- (b) The Plaintiff produced the photocopies of the documents at Sr. No.1, 2, 3, 4, 5, 6, 7, 10 and 11 of the list, which are not admissible in evidence. The plaintiff failed to produce either original or certified true copies thereof. Further, the documents at Sr. Nos. 17 to 25 are photocopies of Bank statements/letters, which are not admissible unless the original thereof are submitted.
- (c) The Plaintiff also produced the photocopies of the documents titled as Articles of Agreement and Power of Attorney both dated 22.07.2011 at Serial Nos.8 & 9 of the list, which disclosed that some blank spaces are left, some of the parties did not execute it and no stamp duty was paid thereon and as such it cannot be read in evidence. Similarly, document titled as Memorandum of Understanding filed at Sr. No.12 is a photo copy and disclosed that neither the same was executed by the parties thereto, excluding Vishwajit Jhavar, i.e. Director of the Plaintiff, nor it bears proper stamp duty and as such it cannot be read in evidence.
- (d) The attention is invited that the said Land is owned and possessed by the Defendant No.2 and consequently neither the Defendant No.1 nor the Defendant No.3 nor the Plaintiff are entitled to claim any right, title and interest therein, without having any supporting contractual documents.
- (e) There is no privity of contract between the Plaintiff and the Defendant No.2. The Plaintiff has wrongly impleaded the Defendant No.2 in the suit. It is pertinent to note that it is none of the business of the Defendant No.2 pertaining to internal affairs of the Defendant No.1 and dispute inter se its partners. Thus, the suit is bad for mis-joinder of parties and as such hit under O.1 R 10(2) of Civil Procedure Code, 1908.
- (f) The suit does not disclose any cause of action against the Defendant No.2. The suit fails against the Defendant No.2 for want



of cause of action, which is supported in a case of K Seetharaman vs. B U Pamamma reported in (AIR 2001 SC 2182).

- (g) The Plaintiff in it's pleading failed to make out any case or any relief against the Defendant No.2, however, filed an application for attachment before judgment pertaining to the said Land. It is pertinent to note that the Plaintiff, in the suit, did not seek any relief pertaining to the said Land against this Defendant.
- (1) An interim relief is granted to a person on the footing that person is prima facie entitled to the right on which is based on claim for the main relief as well as the interim relief. If no such claim has been put forward in the suit there can no occasion for investigation of such a claim in the suit and as such there can be no justification for the grant of interim relief. This is supported by a ruling in a case of K. P. M. Aboobuckar vs. K. Kunhanoo reported in AIR 1958 Madras 287.
- (2) When the relief is not claimed in the suit, it could not be granted by way of interim relief. It has been observed the court has no jurisdiction to grant by way of interim relief what could never be granted in the main suit itself. This is supported by a ruling in a case of Prem Chand vs. Manakchand & others reported in AIR 1997 Rajasthan 198.
- (3) The Plaintiff is not entitled for any relief on the basis of interim application for the attachment before judgment. It is settled legal proposition that "as a rule relief not founded on the pleadings should not be granted". In view of this, the suit is also hit by O.6 R1 of Civil Procedure Code, 1908, which is supported in a case of National Textile Corporation Ltd. v. Nareshkumar Badrikumar Jagad & others reported in 2011 AIR SCW 6180.
- (h) The Plaintiff in para 11 of the suit has pleaded that, it has exclusively paid Rs.4,50,00,000/- (Rupees four Crore fifty lakh only) towards refundable interest free deposit to the Defendant No.2. The Defendant No.2 has denied to have received any money either from the Plaintiff or the Defendant No.1. The Plaintiff also did not produce any supporting document or convincing proof either a statement of bank account showing debit entry to that extent in the



name of the Defendant No.2 or any other document disclosing payment thereof to the Defendant No.2. In view of this, the Plaintiff's case appears to be after thought and concocted and filed with ulterior motive and ill object.

- (i) It is pertinent to note that the Plaintiff has stated that as per books of accounts of the Defendant No.1, the sum of Rs.10,91,79,182/- (ten crore ninety one lakh seventy nine thousand one hundred and eighty two only) was standing to the credit of the Plaintiff (retiring partner) as on 31.12.2017. The Plaintiff in it's pleadings has admitted that the sum of Rs.11,07,00,000/- (Rupees eleven crore seven lakh only) was received by it from the Defendant No.1 till date. In view of this, nothing is due and payable by the Defendant No.1 to the Plaintiff. It is pertinent to note that in the LLP Agreement dated 01.01.2018, there is mention of settlement of accounts of the Plaintiff, however, nowhere it is mentioned that it is pertaining to the Lohegaon property and accounts of Kharadi land remained to be settled. Thus, the contention of the Plaintiff pertaining to the settlement of accounts in respect of the said Land appears to be false, after thought and not supported by any convincing record. Moreover, the Defendant No.2 is not answerable to the Plaintiff or the Defendant No.1 pertaining to their internal affairs.
- (j) The attention is invited to clause 8 (V) of the LLP Agreement dated 01.01.2018, stipulates that "from the date of its retirement as a partner of the said LLP, the retiring partner shall have no claim, right, title or interest of any kind whatsoever, in the Properties/Assets and Credits of the said LLP and neither shall the retiring partner make any such claim in the future". In view of this, the Plaintiff is not entitled to file the suit as it does not have any right, title and interest in the properties/ assets and credits of the Defendant No.1 on whatsoever ground. In view of admission of the Plaintiff, the suit is hit by the principle of Estoppel.
- (k) The attention is further invited that the Plaintiff retired from the Defendant No.1 firm with effect from 01.01.2018 and this suit was filed on 02.08.2021. The Plaintiff failed to explain delay caused for filing the present suit. Thus, suit is barred by delay and laches,



which is supported by a ruling in a case of M/s. Saral Trading Company & others vs. N/s. Mahesh Steel Traders reported in AIR 1987 Delhi 4.

- (l) The attention is further invited that the Plaintiff has suppressed the material fact pertaining to the provision of Arbitration clause in its pleading. The provision of Arbitration clause is incorporated in clause 25 of the LLP Agreement dated 01.01.2018. The Defendant No.2, raise an objection in it's written statement that, the Hon'ble Court, doesn't have jurisdiction to try the suit and consequently the suit is required to be dismissed with costs. The Defendant No.2, has filed a separate application u/s. 8 of the Arbitration and Conciliation Act, 1996 for referring the dispute to the Arbitration.

Opinion as to the aforementioned pending suit:

On the basis of the rival contentions of the Plaintiff and the Defendant No.2, I am of the opinion that the suit filed by the Plaintiff, inter alia, against the Defendant No.2 and its partners is meritless, devoid of any substance and the same is liable to be dismissed *in limine*.



Ashok M. Bora
Advocate

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Annexure -1**(1) Description of the Property:**

All that pieces and parcel of the land bearing Survey No.20/2A/2B/1/1/Plot-A, admeasuring Hectare 1=78.4863 Are (17848.63 sq.mt.), assessed at Rs. 19277=00 Paise, situate at village Kharadi, Taluka Haveli, District Pune, within the limits of the Pune Municipal Corporation and Registration District Pune, Sub District Haveli, Pune, which is bounded by: -

East : Partly 45 mt. wide DP Road and partly Survey No.20 (part)
 South : Survey No.20 (part)
 West : Proposed 18 mt. wide DP Road
 North : Survey No.20 (part)

alongwith right of ingress, egress, pathways and other incidental, complementary and ancillary rights thereto (i.e. the said LAND).

Annexure -2**Documents of the said Land:**

- (1) Zone Certificate of Survey No.20, Kharadi dated 16.02.2021
- (2) Hissa Form No.4.
- (3) Hissa Form No.11.
- (4) Sub division Map of Survey Nos.20/2A+2B/1 and 20/2B/2.
- (5) Order passed by the Sub-Divisional Officer, Haveli Sub.Division, Pune vide No.RTS/Appeal/560/2017 dated 17.10.2017 in respect of Survey No.20/2A.
- (6) ULC order No.ULC/K-20/Ka-3/SR/22/19, Outward No.148, Pune dated 30.03.2021.
- (7) Demarcation Map, vide most urgent MR No.7089/98 dated 06.10.1998.
- (8) Certificate of Incorporation, vide No.7298, dated 24.04.1980 pertaining to change of Name "West India Chemicals Ltd." to "Rama Krushi Rasayan Ltd."
- (9) Sale Deed dated 09.07.1952, registered in the office of the Sub.Registrar Haveli No.1 at Serial No.1041/1952 on the same day, executed by Bhagubai Sobhachand Marwadi in favour of the West India Company Limited thorough authorized person Keshav Narayan Sudame in respect of Survey No.20/2B/1.
- (10) Sale deed dated 21.12.1961, registered in the office of the Sub.Registrar, Haveli No.2 at Serial No.1801/1961 on 09.07.1962, executed by Krishna Bhiva Londhe and Rama Daji Londhe in favour of West India Chemicals Private Limited, through its constituted attorney Durgaprasad Dadhich in respect of Survey No.20/2A.



- (11) Deed of Conveyance dated 16.08.1993, lodged for registration in the office of the Sub.Registrar, Haveli No.7 at Serial No.1861/1993 on 27.12.1993 and subsequently registered at Serial No.9/1995 on 03.01.1995, executed by Rama Krushi Rasayan Limited through its authorized Managing Director for the time being, A.S.Ahluwalia with the confirmation of O.M.Gupta in favour of Omprakash Madanlal Gupta (Chamadia), in respect of said Survey No.20/2B/1, with Index II thereof.
- (12) Deed of Conveyance dated 16.08.1993, lodged for registration in the office of the Sub.Registrar, Haveli No.7 at Serial No.1862/1993 on 27.12.1993, which was subsequently registered at Serial No.10/1995 on 03.01.1995, executed by Rama Krushi Rasayan Limited through its authorized Managing Director for the time being, A.S.Ahluwalia with the consent of O.M.Gupta in favour of Bajranglal Chiranjilal Agarwal (Chamadia) and others in respect of Survey No.20/2A, with Index II thereof.
- (13) Will and Testament, dated 25.08.2009, which was registered in the office of Sub.Registrar, Haveli No.10 at Serial No.6355/2009 executed by Bajiranglal Chiranjilal Agarwal (Chamadia).
- (14) Equitable Mortgage of property by way of deposit of title deeds dated 28.03.2014.
- (15) Declaration cum confirmation Deed in the matter of Mortgage by deposit of title deeds in respect of immovable properties, which was executed between Aditya Birla Finance Ltd. and Chamadia Industrial Services, the notice of intimation whereof was registered in the office of the Sub Registrar Haveli No.8 at Serial No.3523/2017 on 10.10.2017.
- (16) Supplemental Memorandum of Entry for deposit of title Deeds dated 31.07.2018 between Omprakash Madanlal Chamadia and Aditya Birla Finance Ltd.,
- (17) Memorandum of Entry dated 31.12.2020 between Rajkumar Chamadia and others and Aditya Birla Finance Ltd.,
- (18) Notice of intimation of Mortgage by way of Deposit of title Deed dated 08.02.2021, which was executed between Omprakash Madanlal Chamadia and others and Aditya Birla Finance Ltd., registered at Haveli No.9, Serial No.624/2021 on 08.03.2021
- (19) No dues letter dated 24.11.2021 for loan account No.0095801 pertaining to line of credit and drop line of credit for an amount of Rs.30,00,00,000/- (Rupees thirty crore only) in terms of sanctioned letter dated 31.01.2013 and 14.06.2017 and Facility Agreement dated 13.11.2013 and 27.06.2017
- (20) Agreement to sell dated 30.03.2021 registered in the office of the Sub Registrar Haveli No.19 at Serial No.8851/2021 on 22.07.2021, executed between Vishnukumar Madanlal Chamadia and others



- and M/s. Mahalaxmi Shelters, pertaining to land bearing Survey No.20/2A and 20/2B/1 of village Kharadi.
- (21) Power of Attorney dated 22.07.2021 registered in the office of the Sub Registrar Haveli No.19 at Serial No.8852/2021 on the same day, executed between Vishnukumar Madanlal Chamadia and others and M/s. Mahalaxmi Shelters, pertaining to land bearing Survey No.20/2A and 20/2B/1 of village Kharadi.
 - (22) Sale Deed dated 02.12.2021 registered in the office of the Sub Registrar Haveli No.23 at Serial No.20361/2021 on 03.12.2021, executed between Vishnukumar Madanlal Chamadia and others and M/s. Mahalaxmi Shelters, pertaining to land bearing Survey No.20/2A and 20/2B/1 of village Kharadi.
 - (23) Partnership Deed dated 31.03.2007 between Bajranglal Chiranjilal Agarwal and others, pertaining to Chamadia Industrial Services.
 - (24) Partnership Deed dated 03.05.2018 between Omprakash Madanlal Chamadia and others, pertaining to Chamadia Industrial Services.
 - (25) Extract of Registration Certificate issued by Registrar of firms, wherein, date of entry was noted on 13.01.1998 and 09.02.2009, pertaining to Chamadia Industrial Services.
 - (26) Partnership Deed dated 18.12.2016 between Pritam Ishwarchand Goyal and others pertaining to M/s. Mahalaxmi Shelters.
 - (27) Extract of Registration Certificate issued by Asst.Registrar of firms, bearing Registration No.MPA 81225, pertaining to M/s. Mahalaxmi Shelters.
 - (28) Intimation of NA use sent by Tahasildar Office, Haveli, Pune, vide No.NA.SR/86/2022 dated 29.04.2022
 - (29) Environment Clearance Certificate issued by the State Environment Impact Assessment Authority (SEIAA), Maharashtra, bearing EC Identification No.EC22B038MH118251 dated 25.07.2022.
 - (30) Revised Sanctioned Plans for residential and commercial building dated 16.12.2022
 - (31) Commencement Certificate No.CC/2448/2022 dated 16.12.2022
 - (32) Registration Certificate Form-C, bearing No.P52100045237 dated 10.05.2022 issued by the Real Estate Regulatory Authority at Mumbai,
 - (33) Lease Deed dated 18.08.2022 registered in the office of Sub Registrar Haveli No.7, Pune at Serial No.13100/2022 on 26.08.2022 executed by the Owner/Promoter in favour of Maharashtra State Electricity Distribution Company Ltd. in respect of portion admeasuring 65 sq.mt. out of the said Land.
 - (34) Objection dated 03.03.2023 sent by Vijayalaxmi Associates pertaining to the land bearing Survey Nos.20/2B/2/1 and 20/2B/2/2 of village Kharadi, Pune.



Annexure -3**7/12 extract and mutation entries:**

- (1) 7/12 extract of Survey No.20/2A from 1946-47 to 1952-53, 1953-54 to 1964-65, 1965-66 to 1975-76, 1977-78 to 1989-90, 1990-91 to 2005-06, 2006-07 to 2015-16, 2016-17 to 2018-19, 2019-20.
- (2) 7/12 extract of S.No.20/2B/1 from 1943-44 to 1952-53, 1953-54 to 1964-65, 1965-66 to 1975-76, 1977-78 to 1989-90, 1990-91 to 2005-06, 2006-07 to 2015-16, 2016-17 to 2018-19, 2019-20.
- (3) 7/12 extract of S.No.20/2A/2B/1/1 Plot A (printed extract dated 01.02.2022)
- (4) 7/12 extract of S.No.20/2A/2B/1/2 Plot B (printed extract dated 01.02.2022)
- (5) 7/12 extract of S.No.20/2A/2B/1/3 18 mt. road (printed extract dated 01.02.2022)
- (6) 7/12 extract of S.No.20/2A/2B/1/4 45 mt. road (printed extract dated 01.02.2022).
- (7) Relevant mutation extracts.
- (8) 7/12 extract of S.No.20/2A/2B/1/1/Plot A (printed extract dated 21.11.2022)
- (9) Mutation extracts Nos.24162, 24310, 27386, 27669.

Annexure -4**Search Reports:**

- (a) Search Report dated 14.06.2021 for 30 years from 1991 till 2021,
 - (b) Search Report dated 25.04.2022 for the year 2021 till 25.04.2022, respectively, pertaining to the land bearing (i) Survey No.20/2A admeasuring Hectare 1=62 Are and (ii) Survey No.20/2B/1 admeasuring Hectare 0=57 Are, both of village Kharadi, Taluka Haveli, District Pune and
 - (c) Search Report dated 10.03.2023 for the years 2022-23 pertaining to the said Land,
- all were issued by Advocate Harshwardhan R.Patil.


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