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PSD/24/000260

14th May, 2024.

TO WHOMSOEVER IT MAY CONCERN

Re: All those pieces and parcels of well defined and demarcated land total admeasuring 162.96 Ares i.e. 16296 square meters being (i) Survey No. 39/35/A1 admeasuring 14116.42 square meters assessed at Rs. 7623=00 paise [N.A land], (ii) Survey No. 39/35/A2 admeasuring 1083.58 square meters assessed at Rs. 585=00 paise [open space], (iii) Survey No. 39/35/A3 admeasuring 250 square meters assessed at Rs. 135=00 paise [open space], (iv) Survey No. 39/35/A4 admeasuring 250.00 square meters assessed at Rs. 135=00 paise [open space] and (v) a portion admeasuring 596 square meters carved Survey No. 40 Hissa No. 3 total admeasuring 55 Ares assessed at Rs. 00=81 paise lying, being and situate at village Ravet, Taluka Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune. (Hereinafter collectively referred to as "the said Land").

THIS IS TO CERTIFY THAT under the instructions of my clients M/s. Ceratec Construction, a partnership firm duly registered under the provisions of The Indian Partnership Act, 1932 having its principal place of business at: Survey No. 36/7/5, Off Mumbai Bangalore Highway Bypass, Ambegaon Budruk, Katraj, Pune 411046, through one of its Partner Mr. Anand Dayanand Agarwal, I have caused searches to be carried out in respect of the said Land at the office of the Sub Registrar Haveli No. 1 to 27, Pune through my associate Mrs. Roopali Mane, Advocate from the year 1994 till date. I have perused the photocopies of the Deeds and Documents given to me for my perusal pertaining to the right, title and interest of my clients to the said Land more particularly described in para 5 hereunder written. I have also relied on the said Search and Title Report dated 8/6/2022 and 12/7/2022 and issued by me in respect of the said Land except for portion admeasuring 596 square meters out of Survey No. 40/3 and this report is in furtherance thereto and is supplemental thereto. Pursuant thereto, I have to observe as follows:-

1. Flow of title of the said Land

(A) For the sake of clarity the flow of title of Survey Nos. 35/1, 35/2, 39/1, 39/2 and 40/3 are separately dealt with in this report.

PRK

(B) Survey No. 35/1

035000

(a) It appears that one Mr. Rama Rakhma Bhondave was the owner of and otherwise well and sufficiently entitled to Survey No. 35/1 prior to the year 1933. It appears that the said Mr. Rama Rakhma Bhondave expired intestate on 11/8/1933 leaving behind his legal heir and son Mr. Shripati Rama Bhondave. Pursuant thereto the name of the said legal heir was mutated in the revenue records. The same is reflected vide mutation entry no. 337.

(b) It appears that pursuant to the Phalini in the year 1934, the said Survey No. 35/1 came to the exclusive share of (i) Mr. Shripati Rama Bhondave, (ii) Mr. Laxman Rakhma Bhondave and (iii) Mr. Maruti Rakhma Bhondave each having 5anna 4pais share therein. Pursuant thereto the names of the said persons were mutated in the revenue records. The same is reflected vide mutation entry no. 409.

(c) It appears that the said Mr. Laxman Rakhma Bhondave expired intestate leaving behind his legal heir and daughter in law Smt. Anusaya Ganpat Bhondave. Pursuant thereto the name of the said legal heir was mutated to the revenue records. The same is reflected vide mutation entry no. 693.

(d) It appears that the said Mr. Maruti Rakhma Bhondave preferred an application interalia for deletion of his name from the revenue records and to mutate the name of Mr. Shripati Rama Bhondave and also gave the necessary statements thereto. Pursuant thereto the name of Mr. Maruti Rakhma Bhondave was deleted from the revenue records and the name of Mr. Shripati Rama Bhondave was mutated in the revenue record. The same is reflected vide mutation entry no. 871.

(e) It appears that by a Sale Deed dated 2/2/1954, the said Mr. Shripati Rama Bhondave has sold and conveyed his share in Survey No. 35/1 unto and in favour of Mr. Sonu Mahadu Gurav Shinde for consideration and on the terms and conditions mentioned therein. Pursuant thereto the name of the said purchaser was mutated to the revenue records. The same is reflected vide mutation entry no. 872. It is clarified that the said Sale Deed dated 2/2/1954 has not been produced for inspection at the time of issuance of this report and the said fact has only been ascertained from the noting in mutation entry no. 872.

(f) It appears that Smt. Anusaya Ganpat Bhondave expired on or about the year 1949 leaving behind her legal heirs namely (i) Ms. Sitabai Ganpat Bhondave - daughter, (ii) Ms. Tarubai Ganpat Bhondave - daughter and (iii) Ms. Sarubai Ganpat Bhondave - daughter. Pursuant thereto the names of the said legal heirs were mutated to the revenue records. The same is reflected vide mutation entry no. 1061.

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(g) Mutation entry No. 1375 of village Ravet pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to the entire village.

(h) It appears that by a Sale Deed on or about the year 1970 the said Mr. Sonu Mahadu Shinde (Gurav) has sold and conveyed his share in the said Survey No. 35/1 unto and in favour of Mr. Tukaram Shripati Bhondave for consideration and on certain terms and conditions. Pursuant thereto the name of said purchaser was mutated to the revenue records of the said land. The same is reflected vide mutation entry no. 1467. It is clarified that the said Sale Deed has not been produced for inspection at the time of issuance of this report and the said fact has only been ascertained from the noting in mutation entry no. 1467.

(i) It appears that by a Sale Deed dated 10/1/1972 registered with the office of Sub Registrar Haveli No. 1 at serial no. 60/1972, the said Mr. Tukaram Shripati Bhondave has sold and conveyed his share in the said Survey No. 35/1 unto and in favour of Mr. Khandu Kesu Bhondave for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated to the revenue records. The same is reflected vide mutation entry no. 1475.

(j) It appears that by a Sale Deed dated 4/10/1990 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 14705/1990, the said Mrs. Sitabai Narayan Bhondave nee Ms. Sitabai Ganpat Bhondave, Mrs. Sarubai Dashrath Walbekar alias Ms. Sarubai Ganpat Bhondave and Mrs. Tarabai Narayan Kalaje alias Ms. Tarabai Ganpat Bhondave have sold and conveyed their share in the said Survey No. 35/1 unto and in favour of Mr. Dattatraya Malhari Taras for consideration and on the terms and conditions. Pursuant thereto the name of the said purchaser was mutated to the revenue records. The same is reflected vide mutation entry no. 2454.

(k) It appears that the said Mr. Khandu Kesu Bhondave expired intestate on 18/7/2003 leaving behind his legal heirs namely (i) Mr. Somnath Khandu Bhondave - son, (ii) Mr. Hemant Khandu Bhondave - son, (iii) Mrs. Sunita Santosh Bahirat - daughter, (iv) Mrs. Savita Tanaji Kemse - daughter, (v) Mrs. Kavita Namdev Shedge - daughter and (vi) Smt. Ashabai Khandu Bhondave -widow. Pursuant thereto the names of the said legal heirs were mutated in the revenue records. The same is reflected vide mutation entry no. 5707.

(l) It appears that pursuant to an Order passed by Hon'ble Sub Divisional Officer, Pune in RTS/APPEAL/191/2004 dated 21/11/2006 filed by Smt. Hausabai Khandu Bhondave against

Smt. Ashabai Khandu Bhondave and others, it was held that the said Smt. Ashabai Khandu Bhondave was not the legally married wife of Mr. Khandu Kesu Bhondave and hence the mutation entry no. 5707 was ordered to be cancelled and the names of legal heirs of the said Late Mr. Khandu Kesu Bhondave namely (i) Mr. Somnath Khandu Bhondave - son, (ii) Mr. Hemant Khandu Bhondave - son, (iii) Mrs. Sunita Santosh Bahirat - daughter, (iv) Mrs. Savita Tanaji Kemse - daughter, (v) Mrs. Kavita Namdev Shedge - daughter and (vi) Smt. Hausabai Khandu Bhondave - widow were mutated to the revenue records. The same is reflected vide mutation entry no. 6111.

(m) It appears that by a Development Agreement dated 11/12/2006 registered with the office of Sub Registrar Haveli No. 17 at serial no. 9981/2006, the said Smt. Hausabai Khandu Bhondave, Mr. Somnath Khandu Bhondave, Mr. Hemant Khandu Bhondave Mrs. Sunita Santosh Bahirat, Mrs. Savita Tanaji Kemse and Mrs. Kavita Namdev Shedge have entrusted the exclusive development rights in respect of an area admeasuring 47 Ares out of Survey No. 35/1 unto and in favour of M/s. Om Sai Construction through its partner Mr. Shankar Pandurang Jagtap for consideration and on the terms and conditions. Pursuant thereto the said Smt. Hausabai Khandu Bhondave, Mr. Somnath Khandu Bhondave, Mr. Hemant Khandu Bhondave Mrs. Sunita Santosh Bahirat, Mrs. Savita Tanaji Kemse and Mrs. Kavita Namdev Shedge have executed a Power of Attorney dated 11/12/2006 registered with the office of Sub Registrar Haveli No. 17 at serial no. 9982/2006 in favour of the nominee and partner of M/s. Om Sai Construction in respect of portion interalia vesting in them with several powers and authorities pertaining to a portion admeasuring 47 Ares out of Survey No. 35/1.

(n) It appears that by a Release Deed dated 29/11/2007 registered with the office of Sub Registrar Haveli No. 17 at serial no. 11475/2007, Smt. Hausabai Khandu Bhondave has released and relinquished all her right, title and interest in the said Survey No. 35/1 along with other lands in favour of her son Mr. Somnath Khandu Bhondave on certain terms and conditions. The effect of the said Release Deed was mutated in the revenue records. The same is reflected vide mutation entry no. 6629.

(o) It appears that by a registered Sale Deed dated 25/7/2008 registered with the office of Sub Registrar Haveli No. 5 at serial no. 6120/2008, the said Mr. Dattatraya Malhari Taras has sold and conveyed an area admeasuring 24 Ares out of Survey No. 35/1 unto and in favour of M/s. Om Sai Construction and Mr. Sanjay Dnyaneshwar Tapkir for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchasers were mutated in the revenue records. The same is reflected vide mutation entry no. 6441.

(p) It appears that by a Development Agreement dated 4/6/2015 registered with the office of Sub Registrar Haveli No. 5 at serial no. 4931/2015, the said Smt. Hausabai Khandu Bhondave, Mr. Somnath Khandu Bhondave, Mr. Hemant Khandu Bhondave, Mrs. Sunita Santosh Bahirat, Mrs. Savita Tanaji Kemse and Mrs. Kavita Namdev Shedge through their Constituted Attorney and for self M/s. Om Sai Construction and Mr. Sanjay Dnyaneshwar Tapkir have granted and assigned the exclusive development rights and authority to develop the said portion admeasuring 71 Ares (being an area admeasuring 47 Ares owned by Smt. Hausabai Khandu Bhondave and others and area admeasuring 24 Ares owned by M/s. Om Sai Construction) out of Survey No. 35/1 unto and in favour of M/s. Bhoomi Buildcon for consideration and on certain terms and conditions mentioned therein. In pursuance of the said Development Agreement, the said Smt. Hausabai Khandu Bhondave, Mr. Somnath Khandu Bhondave, Mr. Hemant Khandu Bhondave, Mrs. Sunita Santosh Bahirat, Mrs. Savita Tanaji Kemse, Mrs. Kavita Namdev Shedge along with M/s. Om Sai Construction and Mr. Sanjay Dnyaneshwar Tapkir have also executed a Power of Attorney dated 4/6/2015 registered in the office of Sub Registrar Haveli No. 5 at serial no. 4932/2015 in favour of the partner and nominees of M/s. Bhoomi Buildcon interalia vesting in them with several powers and authorizes pertaining to a portion admeasuring 71 Ares out of Survey No. 35/1.

(q) It appears that by a Sale Deed dated 17/2/2021, registered with the office of Sub Registrar Haveli No. 5 at serial no. 1289/2021, the said Smt. Hausabai Khandu Bhondave, Mr. Somnath Khandu Bhondave, Mr. Hemant Khandu Bhondave, Mrs. Sunita Santosh Bahirat, Mrs. Savita Tanaji Kemse and Mrs. Kavita Namdev Shedge have sold and conveyed a portion admeasuring 49 Ares out of Survey No. 35/1 unto and in favour of M/s. Om Sai Construction for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records. The same is reflected vide mutation entry no. 10881.

(r) It appears that by a Deed of Cancellation dated 8/9/2021 registered with the office of Sub Registrar Haveli No. 17 at serial no. 9629/2021, the said Smt. Hausabai Khandu Bhondave, Mr. Somnath Khandu Bhondave, Mr. Hemant Khandu Bhondave, Mrs. Sunita Santosh Bahirat, Mrs. Savita Tanaji Kemse and Mrs. Kavita Namdev Shedge through their Constituted Attorney and for self M/s. Om Sai Construction and Mr. Sanjay Dnyaneshwar Tapkir and M/s. Bhoomi Buildcon have mutually cancelled and terminated the said Development Agreement dated 15/6/2015 registered at serial no. 4931/2015 and allied documents thereto.

(s) It appears that by a Deed of Exchange dated 8/9/2021 registered with the office of Sub Registrar Haveli No. 17 at serial no. 9631/2021 executed by and between M/s. Om Sai Construction through its partner Mr. Vijay Pandurang Jagtap as the First Party, M/s. Bhoomi

Buildcon through its partner M/s. Bhoomi Infracon Pvt. Ltd. Through its Director Mr. Pankaj Prakash Yeola and Mr. Suresh Pundalik Shirude as the Second Party, M/s. Bhoomi Buildcon through its partner M/s. Bhoomi Creations LLP. through its partners Mr. Pankaj Prakash Yeola and Mr. Suresh Pundalik Shirude as the Third Party and Mr. Vishwanath Tukaram Bahirat and others as the Fourth Party, the said M/s. Om Sai Construction have conveyed a portion admeasuring 34.50 Ares unto and in favour of M/s. Bhoomi Buildcon and in exchange the said M/s. Bhoomi Buildcon and Mr. Vishwanath Tukaram Bahirat and others have conveyed a portion admeasuring 34.5 Ares out of Survey No. 35/2 unto and in favour of M/s. Om Sai Construction. Pursuant thereto the names of the said parties were mutated in the revenue records. The same is reflected to the revenue record of the said land vide mutation entry no. 11094.

(t) It appears that by a Sale Deed dated 15/11/2021 registered with the office of Sub Registrar Haveli No. 12 at serial no. 13454/2021, the said M/s. Bhoomi Buildcon through its partners (i) Mr. Suresh Pundalik Shirude, (ii) M/s. Bhoomi Infra Creations LLP through its partner Mr. Pankaj Prakash Yeola and (iii) M/s. Bhoomi Infracon Pvt. Ltd. through its Director Mr. Pankaj Prakash Yeola have sold and conveyed a portion of land admeasuring 34.5 Ares out of Survey No. 35/1 unto and in favour of M/s. Ceratec Construction through its partner Mr. Anand Dayanand Agarwal for the consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records. The same is reflected vide mutation entry nos. 11142 and 11178.

C) Survey No. 35/2

(a) It appears that pursuant to the Phalini in the year 1934, the said Survey No. 35/2 came to the exclusive share of Mr. Tukaram Genu Bahirat. Pursuant thereto the name of the said person was mutated in the revenue records. The same is reflected vide mutation entry no. 409.

(b) It appears that Mr. Tukaram Genu Bahirat expired intestate on 1/4/1945 leaving behind his legal heirs namely (i) Mr. Pandharinath Tukaram Bahirat - son, (ii) Mr. Vishwanath Tukaram Bahirat - son (iii) Mr. Vasant Tukaram Bahirat - son and (iv) Smt. Thakubai Tukaram Bahirat - widow. Pursuant thereto the names of the said legal heirs were mutated to the revenue records. The same is reflected vide mutation entry no. 653.

(c) It appears that on or about the year July 1945, the members of Bahirat family had partitioned among themselves all their lands including Survey No 35/2. Pursuant to the said partition the said Survey No. 35/2 came to the exclusive share of Mr. Pandharinath Tukaram Bahirat, Mr. Vishwanath Tukaram Bahirat and Mr. Vasant Tukaram Bahirat all minors through their mother Smt. Thakubai Tukaram Bahirat and Mr. Sahadu Genu Bahirat and Mr. Narhari

Shripati Bahirat and Mr. Narayan Shripati Bahirat. It is clarified that the names of Mr. Pandharinath Tukaram Bahirat, Mr. Vishwanath Tukaram Bahirat and Mr. Vasant Tukaram Bahirat all minors through their mother Smt. Thakubai Tukaram Bahirat were mutated to the revenue records of the said land. The same is reflected vide mutation entry no. 659.

(d) It appears that pursuant to an application filed by Smt. Thakubai Tukaram Bahirat and Mr. Narhari Shripati Bahirat, the names of (i) Mr. Pandharinath Tukaram Bahirat, (ii) Mr. Vishwanath Tukaram Bahirat and (iii) Mr. Vasant Tukaram Bahirat all minors through their mother Smt. Thakubai Tukaram Bahirat were mutated for 8 anna share and the name of Mr. Narhari Shripati Bahirat was mutated for 8 anna share in the revenue records. The same is reflected vide mutation entry no. 915.

(e) It appears that Mr. Narhari Shripati Bahirat expired on or about the year 1960 leaving behind his legal heirs namely (i) Mr. Baban Narhari Bahirat - son (4 anna) and (ii) Smt. Sitabai Narhari Bahirat - wife (4 anna). Pursuant thereto the names of the said legal heirs were mutated to the revenue records. The same is reflected vide mutation entry no. 1099.

(f) Mutation entry No. 1375 of village Ravet pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to the entire village.

(g) It appears that Mr. Sahadu Genu Bahirat had filed an application interalia stating that he had right in the said Survey No. 35/2 and his name be mutated in the revenue records. Pursuant thereto the name of Mr. Sahadu Genu Bahirat was mutated and the share were defined as under (i) Mr. Pandharinath Tukaram Bahirat, Mr. Vishwanath Tukaram Bahirat and Mr. Vasant Tukaram Bahirat all minors through their mother Smt. Thakubai Tukaram Bahirat (4 anna), Mr. Baban Narhari Bahirat (4 anna), (ii) Smt. Sitabai Narhari Bahirat (4 anna) and Mr. Sahadu Genu Bahirat (4 anna). The same is reflected vide mutation entry no. 1378.

(h) It appears that the said Mr. Sahadu Genu Bahirat expired intestate on 28/8/1980 leaving behind his legal heirs namely (i) Mr. Morya Sahadu Bahirat - son and (ii) Mrs. Dagdabai Vitthal Bhondave - daughter. Pursuant thereto the names of the said legal heirs were mutated in the revenue records. The same is reflected vide mutation entry no. 1890.

(i) It appears that Mr. Morya Sahadu Bahirat had obtained a loan to the tune of Rs. 2500/-, Rs. 10,000/- and Rs. 30,000/- from Kiwale Vikas Karyakari Sanstha Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry nos. 1936, 2146 and 2392.

(j) It appears that the said Mrs. Sitabai Narhari Bhirat expired intestate on 5/1/1988 leaving behind her legal heir and only son namely Mr. Damodar alias Baban Narhari Bhirat. Pursuant thereto the name of the said legal heir was mutated to the revenue records. The same is reflected vide mutation entry no. 2497.

(k) It appears that Mr. Pandharinath Tukaram Bhirat had obtained a loan of Rs. 1,00,000/- from Kiwale Ravet Vividh Karyakari Sanstha Society in the year 1999. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 4759. It appears that that said loan was repaid by Mr. Pandharinath Tukaram Bhirat and on the basis of a letter dated 28/6/200, the remark of the charge was deleted from the revenue records. The same is reflected vide mutation entry no. 5391.

(l) It appears that the said Mr. Morya Sahadu Bhirat availed a loan of Rs. 1,00,000/- from Kiwale Ravet Vividh Karyakari Sanstha Society in the year 1999. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 4761.

(m) It appears that the said Mr. Morya Sahadu Bhirat availed a loan of Rs. 1,00,000/- and Rs. 3,00,000/- from Kiwale Ravet Vivid Karyakari Sanstha Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry nos. 5695 and 5803.

(n) It appears that by a Sale Deed dated 18/11/2006 registered in the Office of Sub Registrar, Haveli No. 14 at serial no. 9006/2006, the said Mr. Morya Sahadu Bhirat, Mr. Nandkumar Morya Bhirat and Mrs. Dagdabai Vitthal Bhondave have sold and conveyed a portion admeasuring 16.5 Ares out of Survey No. 35/2 unto and in favour of Mr. Rajabhai Pralhad Kadam and Mr. Sameer Rajabhai Kadam for the consideration and on the certain terms and conditions. Pursuant thereto the names of the said purchasers were mutated in the revenue records. The same is reflected vide mutation entry no. 6131.

(o) It appears that Mr. Pandharinath Tukaram Bhirat expired intestate on 16/6/2007 leaving behind his legal heirs namely (i) Smt. Rukhmini Pandharinath Bhirat - widow, (ii) Mr. Rajendra Pandharinath Bhirat - son, (iii) Mr. Vijay Pandharinath Bhirat - son, (iv) Mrs. Ranjana Sudam Bhondave - daughter and (v) Mrs. Pramila Balasaheb Bagahe - daughter. The same is reflected vide mutation entry no. 6322. It is clarified that the said mutation entry no. 6322 was not certified.

(p) It appears that Mr. Morya Sahadu Bahirat availed a loan of Rs. 5,00,000/- from Kiwale Ravet Vivid Karyakari Sanstha Society in the year 2008. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 6531.

(q) It appears that that pursuant to an Order dated 23/10/2012 bearing no. HANO/ 155/ SR/250/2011 passed by the Tahasildar, Haveli, the name of Mr. Damodar alias Baban Narhari Bahirat which was wrongly mutated as Mr. Baban Hariba Bahirat was corrected and the correct name of Mr. Damodar alias Baban Narhari Bahirat was mutated in the revenue records. The same is reflected vide mutation entry no. 8342.

(r) It appears that Mr. Pandharinath Tukaram Bahirat expired intestate on 16/6/2007 and his son Mr. Vijay Pandharinath Bahirat expired intestate on 26/9/2020 leaving behind their legal heirs namely (i) Smt. Rakhmabai Pandharinath Bahirat - widow of Late Pandharinath, (ii) Mrs. Ranjana Sudam Bhondave - daughter (iii) Mrs. Pramila Balasaheb Bagate - daughter (iv) Mr. Rajaram Pandharinath Bahirat - son and (v) Smt. Sunanda Vijay Bahirat - daughter in law. Pursuant thereto the names of their legal heirs were mutated in the revenue records. The same is reflected vide mutation entry no. 10863.

(s) It appears that by a Sale Deed dated 9/4/2012 registered with the office of Sub Registrar, Haveli No. 17 at serial no. 8923/2012, the said Mr. Rajabhau Pralhad Kadam and Mr. Sameer Rajabhau Kadam have sold and conveyed a portion admeasuring 12.5 Ares out of Survey No. 35/2 unto and in favour of Mr. Anand Vasant Bahirat for the consideration and on certain terms and conditions. Pursuant to thereto, the name of said purchaser was mutated in the revenue records. The same is reflected vide mutation entry no. 10744.

(t) It appears that by a Sale Deed dated 17/11/2016 registered with the office of Sub Registrar Haveli No. 18 at serial no. 14731/2016, the said Mr. Damodar alias Baban Narhari Bahirat, Mrs. Meenakshi Damodar Bahirat, Mr. Surendra Damodar Bahirat, Mrs. Pratima Surendra Bahirat, Ms. Anuja Surendra Bahirat, Ms. Apurva Surendra Bahirat and Mrs. Sunita Prakash Pokharkar have sold and conveyed a portion of land admeasuring 33 Ares out of Survey No. 35/2 unto and in favour of M/s. Bhoomi Buildcon for the consideration on certain terms and conditions. Pursuant thereto to the name of the said purchaser was mutated in the revenue records. The same is reflected vide mutation entry no. 10128.

(u) It appears that Mr. Vasant Tukaram Bahirat expired intestate on 27/12/2017 leaving behind his legal heirs namely (i) Smt. Shakuntala Vasant Bahirat – widow, (ii) Mr. Anand Vasant Bahirat - son, (iii) Mr. Surendra Vasant Bahirat - son, (iv) Ms Jayashree Vasant Bahirat - daughter and (v) Mrs. Maya Raghunath Shivale – daughter. Pursuant thereto the names of the

said legal heirs were mutated in the revenue records. The same is reflected vide mutation entry no. 10165.

(v) It appears that by a Sale Deed dated 22/3/2017 registered with the office of Sub Registrar, Haveli No. 18 at serial no. 5072/2017, the said Smt. Rakhmabai Pandharinath Bhirat, Mrs. Ranjana Sudam Bhondave, Mrs. Pramila Balasaheb Bagate, Mr. Rajaram Pandharinath Bhirat, Mrs. Shobha Rajaram Bhirat, Ms. Sonali Rajaram Bhirat, Ms. Pooja Rajaram Bhirat, Mr. Vijay Pandharinath Bhirat and Mrs. Sunanda Vijay Bhirat have sold and conveyed a portion admeasuring 5.50 Ares out of Survey No. 35/2 unto and in favour of M/s. Bhoomi Buildcon for the consideration and on the certain terms and conditions. Pursuant thereto to the name of the said purchaser was mutated to the revenue records. The same is reflected vide mutation entry no. 11015.

(w) It appears that by a Deed of Confirmation dated 22/3/2017 registered with the office of Sub Registrar, Haveli No. 18 at serial no. 5079/2017, the said Smt. Rakhmabai Pandharinath Bhirat, Mrs. Ranjana Sudam Bhondave, Mrs. Pramila Balasaheb Bagate, Mr. Rajaram Pandharinath Bhirat, Mrs. Shobha Rajaram Bhirat, Ms. Sonali Rajaram Bhirat, Ms. Pooja Rajaram Bhirat, Mr. Vijay Pandharinath Bhirat and Mrs. Sunanda Vijay Bhirat have confirmed to the said Sale Deed dated 17/11/2016 registered with the office of the Sub Registrar Haveli No. 18 at serial no. 14731/2016 executed by Mr. Damodar alia Baban Narhari Bhirat and others in respect of a portion admeasuring 33 Ares out of Survey No. 35/2 unto and in favour of M/s. Bhoomi Buildcon.

(x) It appears that by a Deed of Exchange dated 8/9/2021 registered with the office of Sub Registrar Haveli No. 17 at serial no. 9631/2021 executed by and between M/s. Om Sai Construction through its partner Mr. Vijay Pandurang Jagtap as the First Party, M/s. Bhoomi Buildcon through its partner M/s. Bhoomi Infracon Pvt. Ltd. Through its Director Mr. Pankaj Prakash Yeole and Mr. Suresh Pundalik Shirude as the Second Party, M/s. Bhoomi Buildcon through its partner M/s. Bhoomi Creations LLP. through its partners Mr. Pankaj Prakash Yeole and Mr. Suresh Pundalik Shirude as the Third Party and Mr. Vishwanath Tukaram Bhirat and others as the Fourth Part, the said M/s. Om Sai Construction have conveyed a portion admeasuring 34.50 Ares out of Survey No 35/1 unto and in favour of M/s. Bhoomi Buildcon and in exchange the said M/s. Bhoomi Buildcon and Mr. Vishwanath Tukaram Bhirat and others have conveyed a portion admeasuring 34.5 Ares out of Survey No. 35/2 unto and in favour of M/s. Om Sai Construction. Pursuant thereto the names of the said parties were mutated in the revenue records. The same is reflected to the revenue record of the said land vide mutation entry no. 11094.

Prasanna S Darade

B.S.L., LL.B.
Advocate

(y) It appears that by a Sale Deed dated 9/2/2022 registered with the office of Sub Registrar Haveli No. 4 at serial no. 2319/2022, the said Mr. Anand Vasant Bhirat, Mrs. Swati Anand Bhirat, Ms. Krupa Anand Bhirat, Mr. Rajveer Anand Bhirat, Mr. Surendra Vasant Bhirat, Mrs. Priyanka Surendra Bhirat, Ms. Rajnandini Surendra Bhirat, Mr. Rajvardhan Surendra Bhirat, Smt. Shakuntala Vasant Bhirat, Mrs. Jayashree Subhash Barne nee Ms. Jayashree Vasant Bhirat and Mrs. Maya Raghunath Shivale nee Ms. Maya Vasant Bhirat have sold and conveyed a portion admeasuring 18 Ares (being an area admeasuring 12.5 Ares purchased by Mr. Anand and a portion admeasuring 5.5 Ares held jointly by them) out of Survey No. 35/2 unto and in favour of M/s. Ceratec Construction for the consideration and on the certain terms and conditions. Pursuant thereto the name of the purchaser was mutated to the revenue records. The same is reflected to the revenue record of the said land vide mutation entry no. 11249.

(z) It appears that by a Sale Deed dated 8/2/2022 registered with the office of Sub Registrar Haveli No. 4 at serial no. 2326/2022, the said Mr. Vishwanath Tukaram Bhirat, Mr. Tukaram Vishwanath Bhirat, Mrs. Pushpa Tukaram Bhirat, Mr. Pankaj Tukaram Bhirat, Mrs. Jyoti Pankaj Bhirat, Mr. Ganesh Vishwanath Bhirat, Mrs. Sheetal Ganesh Bhirat, Mr. Shri Ganesh Bhirat, Mrs. Mangal Chandrakant Aamale, Mrs. Zama Gajanan Garade, M/s. Bhoomi Buildcon, Mr. Rajsbhau Pralhad Kadam and Mr. Sameer Rajabhai Kadam with the consent of Mr. Damodhar alias Baban Narhari Bhirat and others have sold and conveyed a portion admeasuring 13.5 Ares (being portion admeasuring 5 Ares held by Mr. Vishwanath Bhirat, 4 Ares owned by M/s Bhoomi Buildcon and portion admeasuring 4 Ares owned by Mr. Rajabhai Kadam and anr.) out of Survey No. 35/2 unto and in favour of M/s. Ceratec Construction for the consideration and on the certain terms and conditions. Pursuant thereto the name of the purchaser was mutated in the revenue records. The same is reflected vide mutation entry no. 11262.

(aa) It appears that the said Mr. Morya Sahadu Bhirat has repaid the entire loan amount which were availed by him from Kiwale Ravet Vivid Karyakari Sanstha Society. Pursuant to the Letter dated 14/3/2022 issued by said society, the charge of the said loans were deleted from revenue records. The same is reflected vide mutation entry no. 11352.

D) Survey No. 39/1

(a) It appears that prior to the year 1951, the said Survey No. 39 was owned by Mr. Shankar Genu Bhondave. The said fact has only been ascertained from the notings on the 7/12 extract for the year 1951-1952.

(b) It appears that the said Mr. Shankar Genu Bhondave expired intestate on 18/11/1955 leaving behind his legal heirs namely (i) Mr. Jagannath Shankar Bhondave - son, (ii) Mr. Sopana Shankar Bhondave - son and (iii) Mr. Vitthal Shankar Bhondave - son. Pursuant thereto the name of the said Mr. Jagannath Shankar Bhondave was mutated in the revenue records as karta and manager of the HUF. The same is reflected vide mutation entry no. 980.

(c) It appears that the said Mr. Babu Khandu Bhondave, Mr. Jagannath Shankar Bhondave, Mr. Mahadu Genu Bhondave, Mr. Sahadu Genu Bhondave and Mr. Bala Genu Bhondave partitioned the lands held by them. Pursuant to the said partition the said Survey No. 39 was subdivided and Survey No. 39/1 came to the exclusive share of Mr. Mahadu Genu Bhondave and Survey No. 39/2 came to the exclusive share of Mr. Bala Genu Bhondave. Pursuant thereto their names were accordingly mutated in the revenue records. The same is reflected vide mutation entry no. 1001.

(d) It appears that the said Mr. Mahadu Genu Bhondave had obtained a loan of Rs. 1500/- on 20/12/1957 from Kiwale Vivid Karyakari Sanstha Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 1026.

(e) Mutation entry No. 1375 of village Ravet pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to the entire village.

(f) It appears that the said Mr. Mahadu Genu Bhondave had preferred an application that he and his family including his son had partitioned the lands held by them and Pursuant thereto an order dated 3/1/1977 bearing No. Registration/SR/KAIVI/3025/77 passed by Hon'ble Tahsildar, Haveli, the said Survey No. 39/1 came to the exclusive share of Mr. Damu Mahadu Bhondave. Pursuant thereto the name of Mr. Damu Mahadu Bhondave was mutated in the revenue records. The same is reflected vide mutation entry no. 1637.

(g) It appears that Mr. Damu Mahadu Bhondave expired intestate on 12/1/2012 leaving behind his legal heirs namely (i) Smt. Kasabai Damu Bhondave - widow and (ii) Mr. Hiraman Damu Bhondave - son. Pursuant thereto the names of the said legal heirs were mutated to the revenue records. The same is reflected vide mutation entry no. 8121.

(h) It appears that by a Development Agreement dated 20/11/2015 registered with the office of the Sub Registrar, Haveli No. 17 at serial no. 7362/2015, the said Mr. Bhiku Bala Bhondave, Mr. Vijay Bhiku Bhondave, Mrs. Sangeeta Vijay Bhondave, Mrs. Rucha Ganesh

Chandere alias Ms. Rucha Vijay Bhondave, Ms. Kaveri Vijay Bhondave, Mr. Shiriraj Vijay Bhondave, Smt. Bharati Manohar Bhondave, Mr. Chetan Manohar Bhondave, Mrs. Mohini Chetan Bhondave, Mr. Akshay Manohar Bhondave, Mrs. Snehal Sameer Kalate alias Ms. Snehal Manohar Bhondave, Smt. Kasabai Damu Bhondave, Mr. Hiraman Damu Bhondave, Mrs. Baby Hiraman Bhondave, Mr. Sandeep Hiraman Bhondave, Mrs. Nutan Sandeep Bhondave, Ms. Swara Sandeep Bhondave, Mr. Navnath Hiraman Bhondave, Mrs. Snehal Navnath Bhondave, Ms. Sparsh Navnath Bhondave, Mrs. Archana Rahul Sakhare, Mr. Dilip Babanrao Bhondave, Mrs. Manisha Dilip Bhondave, Mr. Nikhil Dilip Bhondave, Ms. Komal Dilip Bhondave, Mr. Tanaji Babanrao Bhondave, Mrs. Asha Tanaji Bhondave and Mr. Aakash Tanaji Bhondave have entrusted the exclusive development rights and authority to develop the said Survey No. 39/1 and portion admeasuring 34 Ares out of Survey No. 39/2 unto and in favour of M/s. Bhoomi Buildcon for consideration and on certain terms and conditions. In pursuance to the said Development Agreement, the said Mr. Bhiku Bala Bhondave and others have executed a Power of Attorney dated 20/11/2015 registered with the office of Sub Registrar, Haveli No. 17 at serial no. 7363/ 2015 in favour of the partners and nominees of M/s. Bhoomi Buildcon vesting in them with several powers and authorities pertaining to the said Survey No. 39/1 and portion admeasuring 34 Ares out of Survey No. 39/2.

(i) It appears that by a Deed of Cancellation dated 25/6/2021 registered with the office of Sub Registrar, Haveli No. 14 at serial number 7787/2021 executed by the said Mr. Bhiku Bala Bhondave and others and M/s. Bhoomi Buildcon have by mutual consent cancelled and terminated the said Development Agreement and Power of Attorney both dated 20/11/2015 registered at serial nos. 7362/2015 and 7363/ 2015 on certain terms and conditions.

(j) It appears that pursuant to the Recovery Certificate bearing number SRN/PSH/MLP/H-17/PR No. 01-2015/ in respect of Document registered at serial No. 7362-15/13322/2019 dated 31/12/2019, the charge of deficit stamp duty to be paid by M/s. Bhoomi Buildcon was mutated in the revenue records as arrears of land revenue. The same is reflected vide mutation entry no. 10671. It appears that the said M/s. Bhoomi Buildcon have paid the deficit stamp duty as along with the fine thereon on 25/11/2021. Pursuant thereto the said remark was deleted from the revenue records. The same is reflected vide mutation entry no. 11169.

(k) It appears that the said Smt. Kasabai Damu Bhondave expired instated on 29/9/2020 leaving behind her legal heir and only son, Mr. Hiraman Damu Bhondave. Pursuant thereto the name of the said legal heir was mutated in the revenue records. The same is reflected vide mutation entry no. 10707.

(l) It appears that by a Sale Deed dated 16/12/2021 registered with the office of Sub Registrar Haveli No. 22 at serial no. 15446/2021, the said Mr. Hiraman Damu Bhondave, Mrs. Baby Hiraman Bhondave, Mr. Sandeep Hiraman Bhondave, Mrs. Nutan Sandeep Bhondave, Ms. Swara Sandeep Bhondave, Mr. Swarad Sandeep Bhondave, Mr. Navnath Hiraman Bhondave, Mrs. Snehal Navnath Bhondave, Ms. Sparsh Navnath Bhondave and Mrs. Archana Rahul Sakhare have sold and conveyed the said Survey No. 39/1 and portion admeasuring 11 Ares out of Survey No. 39/2 unto and in favour of M/s. Ceratec Construction through its partner Mr. Anand Dayanand Agarwal for the consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records. The same is reflected vide mutation entry no. 11181.

(m) It appears that the said Mr. Hiraman Damu Bhondave had repaid his loan amount to Kiwale Ravet Vivid Karyakari Sanstha Co- operative Ltd. and pursuant to the Letter dated 13/1/2022 issued by the said society the charge of the said society was deleted from the revenue records. The same is reflected vide mutation entry no. 11216.

E) Survey No. 39/2

(a) It appears that prior to the year 1951, the said Survey No. 39 was owned by Mr. Shankar Genu Bhondave. The said fact has only been ascertained from the notings on the 7/12 extract for the year 1951-1952.

(b) It appears that the said Mr. Shankar Genu Bhondave expired intestate on 18/11/1955 leaving behind his legal heirs namely (i) Mr. Jagannath Shankar Bhondave - son, (ii) Mr. Sopana Shankar Bhondave - son and (iii) Mr. Vitthal Shankar Bhondave - son. Pursuant thereto the name of the said Mr. Jagannath Shankar Bhondave was mutated in the revenue records as karta and manager of the HUF. The same is reflected vide mutation entry no. 980.

(c) It appears that the said Mr. Babu Khandu Bhondave, Mr. Jagannath Shankar Bhondave, Mr. Mahadu Genu Bhondave, Mr. Sahadu Genu Bhondave and Mr. Bala Genu Bhondave partitioned the lands held by them. Pursuant to the said partition the said Survey No. 39 was subdivided and Survey No. 39/1 came to the exclusive share of Mr. Mahadu Genu Bhondave and Survey No. 39/2 came to the exclusive share of Mr. Bala Genu Bhondave. Pursuant thereto their names were accordingly mutated in the revenue records. The same is reflected vide mutation entry no. 1001.

(d) Mutation entry No. 1375 of village Ravet pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to the entire village.

Prasanna S Darade

B.S.L., LL.B.
Advocate

(e) It appears that the said Mr. Bala Genu Bhondave expired intestate on 15/12/1972 leaving behind his legal heirs namely (i) Mr. Bhiku Bala Bhondave - son, (ii) Mr. Tukaram Bala Bhondave - son and (iii) Mr. Baban Bala Bhondave - son. Pursuant thereto the names of his legal heirs were mutated to the revenue records of the said land. The same is reflected vide mutation entry no. 1480.

(f) It appears that Mr. Bhiku Bala Bhondave availed a loan of Rs. 10000/- on 5/12/1977 from Kiwale Vividh Karaykari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 1661.

(g) It appears that Mr. Bhiku Bala Bhondave availed a loan of Rs. 10000/- on 13/7/1981 from Kiwale Vividh Karaykari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 1814.

(h) It appears that Mr. Bhiku Bala Bhondave availed a loan of Rs. 10000/- on 28/6/1985 from Kiwale Vividh Karaykari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 2041.

(i) It appears that Mr. Baban Bala Bhondave availed a loan of Rs. 5000/- on 28/6/1985 from Kiwale Vividh Karaykari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 2047.

(j) It appears that Mr. Baban Bala Bhondave availed a loan of Rs. 30000/- on 19/6/1989 from Kiwale Vividh Karaykari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 2276.

(k) It appears that Mr. Bhiku Bala Bhondave availed a loan of Rs. 30000/- on 19/6/1989 from Kiwale Vividh Karaykari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 2279.

(l) It appears that the said Mr. Bhiku Bala Bhondave had preferred an application interalia stating that Bhondave and his family had partitioned among themselves. Pursuant to an Order bearing No. THN/VATAP/SR/104/96 dated 21/3/1997 passed by Hon'ble Tahasildar, Haveli the said Survey No. 39/2 came to the exclusive share of Mr. Baban Bhiku Bhondave. Pursuant thereto the name of Mr. Baban Bhiku Bhondave was mutated to the revenue records. The same is reflected vide mutation entry no. 3298.

(m) It appears that Mr. Baban Bala Bhondave availed a loan of Rs. 80000/- in the year 1999 from Kiwale Vividh Karaykari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 4680.

(n) It appears that Mr. Baban Bala Bhondave availed a loan of Rs. 100000/- in the year 1999 from Kiwale Vividh Karaykari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 4766.

(o) It appears that Mr. Baban Bala Bhondave availed a loan of Rs. 200000/- on 24/8/2000 from Kiwale Ravet Vivid Karyakari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 5073.

(p) It appears that Mr. Bhiku Bala Bhondave had repaid the entire loan amount to Kiwale Ravet Vivid Karyakari Seva Sahakari Society. Pursuant vide a Letter dated 24/2/2005 issued by the said society, the remark of the said society was deleted from the revenue records. The same is reflected vide mutation entry no. 5887.

(q) It appears that Mr. Baban Bala Bhondave has repaid the entire loan amount to Kiwale Ravet Vividh Karaykari Seva Sahakari Society. Pursuant vide a Letter dated 24/2/2005 issued by the said society, the remark of the said society was deleted from the revenue records. The same is reflected vide mutation entry no. 5888.

(r) It appears that the said Mr. Baban Bala Bhondave expired intestate on 11/6/2005 leaving behind his legal heirs namely (i) Mr. Dilip Babanrao Bhondave - son, (ii) Mr. Tanaji Babanrao Bhondave - son, (iii) Mrs. Sunita Prakash Thopate - daughter, (iv) Mrs. Asha Shrikrushna Barate - daughter, (v) Smt. Laxmibai Baban Bhondave - widow. Pursuant thereto the names of the said legal heirs were mutated to the revenue records. The same is reflected vide mutation entry no. 5943.

(s) It appears that Mr. Dilip Baban Bhondave has obtained a loan of Rs. 300000/- on 24/8/2006 from Kiwale Ravet Vivid Karyakari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 6084.

(f) It appears that Mr. Tanaji Baban Bhondave has obtained a loan of Rs. 300000/- on 24/8/2006 from Kiwale Ravet Vivid Karyakari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 6085.

(u) It appears that by a Release Deed dated 17/8/2006 registered with the office of the Sub Registrar, Haveli No. 14 at serial no. 6487/2006 the said Mrs. Sunita Prakash Thopate, Mrs. Asha Shrikrushna Barate and Smt. Laxmibai Baban Bhondave have released and relinquished all their right, title, interest in the said Survey No. 39/2 in favour of Mr. Dilip Baban Bhondave and Mr. Tanaji Baban Bhondave. Pursuant thereto their names were deleted from the revenue records. The same is reflected vide mutation entry no. 6090.

(v) It appears that by a Mortgage Deed dated 12/10/2006 registered with the office of the Sub Registrar, Haveli No. 18 at serial no. 7084/2006, the said Mr. Dilip Baban Bhondave and Mr. Tanaji Baban Bhondave availed a loan to the tune of Rs. 4,25,000/- from Pune Zilla Madyavarti Sahakari Bank Ltd. Pune, Dehu Road Branch and for the same had mortgaged the said Survey No. 39/2. Pursuant thereto the charge of the said bank was mutated in the revenue records. The same is reflected vide mutation entry no. 6098. It appears that that the said Mr. Dilip Baban Bhondave and Mr. Tanaji Baban Bhondave had repaid the said entire loan amount to Pune Zilla Madyavarti Sahakari Bank Ltd. Pune, Dehu Road Branch. Pursuant to the Letter dated 9/11/2011 bearing no. 020/469 issued by the said bank, the charge of said bank was deleted from the revenue records. The same is reflected vide mutation entry no. 8034.

(w) It appears that Mr. Dilip Baban Bhondave had obtained a loan of Rs. 300000/- on 25/1/2010 from Kiwale Ravet Vivid Karyakari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 7022. It appears that Mr. Dilip Baban Bhondave has repaid his loan amount to Kiwale Ravet Vivid Karyakari Seva Sahakari Society. Pursuant thereto the charge of the said society was deleted from revenue records. The same is reflected vide mutation entry no. 8330

(x) It appears that Mr. Tanaji Baban Bhondave availed a loan of Rs. 300000/- on 26/1/2010 from Kiwale Ravet Vivid Karyakari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 7039. It appears that Mr. Tanaji Baban Bhondave has repaid his loan amount to Kiwale Ravet Vivid Karyakari Seva Sahakari Society. Pursuant thereto the charge of the said society was deleted from revenue records. The same is reflected vide mutation entry no. 8329.

(y) It appears that by a Deed of Exchange dated 21/3/2012 registered with the office of Sub Registrar Haveli No. 14 at serial no. 2251/2012 executed by Mr. Dilip Baban Bhondave and Mr. Tanaji Baban Bhondave of the First Part and Smt. Kasabai Damu Bhondave and Mr. Hiraman Damu Bhondave of the Second Part, the said Mr. Dilip Baban Bhondave and Mr. Tanaji Baban Bhondave have conveyed a portion admeasuring 11 Ares out of Survey No. 39/2 unto and in favour of Smt. Kasabai Damu Bhondave and Mr. Hiraman Damu Bhondave and in exchange the said Smt. Kasabai Damu Bhondave and Mr. Hiraman Damu Bhondave have conveyed a portion admeasuring 11 Ares out of Survey No. 14/3B unto and in favour of Mr. Dilip Baban Bhondave and Mr. Tanaji Baban Bhondave on certain terms and conditions. Pursuant to the names of the said parties were mutated accordingly in the revenue records. The same is reflected vide mutation entry no. 8463.

(z) It appears that by a Development Agreement dated 20/11/2015 registered with the office of the Sub Registrar, Haveli No. 17 at serial no. 7362/2015, the said Mr. Bhiku Bala Bhondave, Mr. Vijay Bhiku Bhondave, Mrs. Sangeeta Vijay Bhondave, Mrs. Rucha Ganesh Chandere alias Ms. Rucha Vijay Bhondave, Ms. Kaveri Vijay Bhondave, Mr. Shriraj Vijay Bhondave, Smt. Bharati Manohar Bhondave, Mr. Chetan Manohar Bhondave, Mrs. Mohini Chetan Bhondave, Mr. Akshay Manohar Bhondave, Mrs. Snehal Sameer Kalate alias Ms. Snehal Manohar Bhondave, Smt. Kasabai Damu Bhondave, Mr. Hiraman Damu Bhondave, Mrs. Baby Hiraman Bhondave, Mr. Sandeep Hiraman Bhondave, Mrs. Nutan Sandeep Bhondave, Ms. Swara Sandeep Bhondave, Mr. Navnath Hiraman Bhondave, Mrs. Snehal Navnath Bhondave, Ms. Sparsh Navnath Bhondave, Mrs. Archana Rahul Sakhare, Mr. Dilip Babanrao Bhondave, Mrs. Manisha Dilip Bhondave, Mr. Nikhil Dilip Bhondave, Ms. Komal Dilip Bhondave, Mr. Tanaji Babanrao Bhondave, Mrs. Asha Tanaji Bhondave and Mr. Aakash Tanaji Bhondave have entrusted the exclusive development rights and authority to develop the said Survey No. 39/1 and portion admeasuring 34 Ares out of Survey No. 39/2 unto and in favour of M/s. Bhoomi Buildcon for consideration and on certain terms and conditions. In pursuance to the said Development Agreement, the said Mr. Bhiku Bala Bhondave and others have executed a Power of Attorney dated 20/11/2015 registered with the office of Sub Registrar, Haveli No. 17 at serial no. 7363/ 2015 in favour of the partners and nominees of M/s. Bhoomi Buildcon vesting in them with several powers and authorities pertaining to the said Survey No. 39/1 and portion admeasuring 34 Ares out of Survey No. 39/2.

(aa) It appears that by a Deed of Cancellation dated 25/6/2021 registered with the office of Sub Registrar, Haveli No. 14 at serial number 7787/2021 executed by the said Mr. Bhiku Bala Bhondave and others and M/s. Bhoomi Buildcon have by mutual consent cancelled and terminated the said Development Agreement and Power of Attorney both dated 20/11/2015 registered at serial nos. 7362/2015 and 7363/ 2015 on certain terms and conditions.

(bb) It appears that pursuant to the Recovery Certificate bearing number SRN/PSH/MLP/H-17/PR No. 01-2015/ in respect of Document registered at serial No. 7362-15/13322/2019 dated 31/12/2019, the charge of deficit stamp duty to be paid by M/s. Bhoomi Buildcon was mutated in the revenue records as arrears of land revenue. The same is reflected vide mutation entry no. 10671. It appears that the said M/s. Bhoomi Buildcon have paid the deficit stamp duty as along with the fine thereon on 25/11/2021. Pursuant thereto the said remark was deleted from the revenue records. The same is reflected vide mutation entry no. 11169.

(cc) It appears that the said Smt. Kasabai Damu Bhondave expired instated on 29/9/2020 leaving behind her legal heir and only son, Mr. Hiraman Damu Bhondave. Pursuant thereto the name of the said legal heir was mutated in the revenue records. The same is reflected vide mutation entry no. 10707.

(dd) It appears that by a Sale Deed dated 2/12/2021 registered with the office of the Sub Registrar, Haveli No. 12 at serial no. 14279/2021, the said Mr. Dilip Babanrao Bhondave, Mrs. Manisha Dilip Bhondave, Mr. Nikhil Dilip Bhondave, Ms. Komal Dilip Bhondave, Mr. Tanaji Babanrao Bhondave, Mrs. Asha Tanaji Bhondave, Mr. Aakash Tanaji Bhondave, Ms. Aishwarya Tanaji Bhondave, Mrs. Sunita Prakash Thopate and Mrs. Asha Shrikrushna Barate have sold and conveyed a portion admeasuring 34 Ares out of Survey No. 39/2 unto and in favour of M/s. Ceratec Construction through its partner Mr. Anand Dayanand Agarwal for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated to the revenue records. The same is reflected vide mutation entry no. 11158.

(ee) It appears that by a Sale Deed dated 16/12/2021 registered with the office of Sub Registrar Haveli No. 22 at serial no. 15446/2021, the said Mr. Hiraman Damu Bhondave, Mrs. Baby Hiraman Bhondave, Mr. Sandeep Hiraman Bhondave, Mrs. Nutan Sandeep Bhondave, Ms. Swara Sandeep Bhondave, Mr. Swarad Sandeep Bhondave, Mr. Navnath Hiraman Bhondave, Mrs. Snehal Navnath Bhondave, Ms. Sparsh Navnath Bhondave and Mrs. Archana Rahul Sakhare have sold and conveyed the said Survey No. 39/1 and portion admeasuring 11 Ares out of Survey No. 39/2 unto and in favour of M/s. Ceratec Construction through its partner Mr. Anand Dayanand Agarwal for the consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records. The same is reflected vide mutation entry no. 11181.

F) Effect of amalgamation and subdivision of lands mentioned in (B) to (E) above

It appears that pursuant to the sanction of the layout and building plans in respect of area admeasuring 15700 square meters being (i) a portion admeasuring 34.50 Ares 3450 square meters carved Survey No. 35 Hissa No. 1 total admeasuring 73 Ares assessed at Rs. 01=31paise, (ii) a portion admeasuring 31.50 Ares 3150 square meters carved Survey No. 35 Hissa No. 2 total admeasuring 66 Ares assessed at Rs. 01=19paise, (iii) Survey No. 39 Hissa No. 1 total admeasuring 46 Ares i.e. 4600 square meters assessed at Rs. 00=63paise and (i) Survey No. 39 Hissa No. 2 total admeasuring 45 Ares i.e. 4500 square meters assessed at Rs. 00=62paise and receipt of the permission for non-agricultural use and non-agricultural demarcation, the Deputy Director Town Planning, Haveli has sanctioned the Kami Jasta Patrak and pursuant thereto the old 7/12 extracts were closed and fresh 7/12 extracts were opened as under: (i) Survey No. 39/35/A1 admeasuring 14116.42 square meters assessed at Rs. 7623=00 paise [N.A. Land], (ii) Survey No. 39/35/A2 admeasuring 1083.58 square meters assessed at Rs. 585=00 paise [Open Space], (iii) Survey No. 39/35/A3 admeasuring 250 square meters assessed at Rs. 135=00paise [Open Space] and (iv) Survey No. 39/35/A4 admeasuring 250.00 square meters assessed at Rs. 135=00 paise[Open Space]. The same is reflected vide mutation entry no. 11665.

G) Survey No. 40/3

- (a)** It appears that the said Survey No. 40/3 was originally owned and possessed by one Mr. Mahadu Ganpati Galande prior to the year 1935. The same is seen from the 7/12 extract for the year 1935.
- (b)** It appears that the said Mr. Mahadu Ganpati Galande had obtained a tagai loan to the tune of Rs. 3,000/- and pursuant thereto the tagai charge was mutated in the revenue records. The same is reflected vide mutation entry no. 1338.
- (c)** It appears that the said Mr. Mahadu Ganpati Galande had obtained a loan to the tune of Rs. 1,000/- from Kiwale Vikas Karayari Seva Sahakari Society. Pursuant thereto the charge of the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 1338.
- (d)** Mutation entry No. 1375 of village Ravet pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to the entire village.
- (e)** It appears that the Bank of India had guaranteed the repayment of the tagai loan and hence the tagai charge was deleted and the charge of State Bank of Indian to the tune of Rs. 3,039/- was mutated in the revenue records. The same is reflected vide mutation entry no. 1407. It appears that the said loan was duly repaid and pursuant to the certificate issued by the said bank, the charge of the said bank was deleted from the revenue records. The same is reflected vide mutation entry no. 2368 and 3244.
- (f)** It appears that the said Mr. Mahadu Ganpati Galande had obtained a loan to the tune of Rs. 2,300/- from Kiwale Vikas Karayari Seva Sahakari Society. Pursuant thereto the charge of

the said society was mutated in the revenue records. The same is reflected vide mutation entry no. 1690. It appears that the said loan was duly repaid and pursuant to the certificate issued by the said society, the charge of the said society was deleted from the revenue records. The same is reflected vide mutation entry no. 2330.

(g) It appears that the said Mr. Mahadu Ganpati Galande had expired intestate on 2/9/1981 leaving behind his legal heirs namely (i) Mr. Chaitram Mahadu Galande – son, (ii) Mr. Prabhakar Mahadu Galande – son, (iii) Mrs. Banabai Bhiku Kakade – daughter, (iv) Mrs. Janabai Maruti Jadhav – daughter, (v) Mrs. Chinkabai Pandurang Karke – daughter and (vi) Smt. Parubai Chaitram Galande – widow. Pursuant thereto the names of the said legal heirs were mutated in the revenue records. The same is reflected vide mutation entry no. 1943.

(h) It appears that the said Smt. Parubai Mahadu Galande had expired intestate on 25/9/1990 leaving behind her legal heirs namely (i) Mr. Chaitram Mahadu Galande – son, (ii) Mr. Prabhakar Mahadu Galande – son, (iii) Mrs. Banabai Bhiku Kakade – daughter, (iv) Mrs. Janabai Maruti Jadhav – daughter and (v) Mrs. Chinkabai Pandurang Karke – daughter. Pursuant thereto since the names of the said legal heirs were already mutated in the revenue records, the name of deceased was deleted from the revenue records. The same is reflected vide mutation entry no. 3270.

(i) It appears that by a Sale Deed dated 4/4/1997 registered with the office of the Sub Registrar Haveli No. 5 at serial no. 3138/1997, the said Mr. Chaitram Mahadu Galande, Mr. Prabhakar Mahadu Galande, Smt. Banabai Bhiku Kakade, Smt. Janabai Maruti Jadhav and Smt. Chinkabai Pandurang Karke have sold and conveyed a portion admeasuring 1.49 Ares i.e. 1600 square feet out of Survey No. 40/3 unto and in favour of Mr. Rajendra Bhanudas Kadam for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records. The same is reflected vide mutation entry no. 3453.

(j) It appears that by a Sale Deed dated 4/4/1997 registered with the office of the Sub Registrar Haveli No. 5 at serial no. 3141/1997, the said Mr. Chaitram Mahadu Galande, Mr. Prabhakar Mahadu Galande, Smt. Banabai Bhiku Kakade, Smt. Janabai Maruti Jadhav and Smt. Chinkabai Pandurang Karke have sold and conveyed a portion admeasuring 1.49 Ares i.e. 1600 square feet out of Survey No. 40/3 unto and in favour of Mr. Ramesh Ganpati Dongre for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records. The same is reflected vide mutation entry no. 3454.

(k) It appears that by a Sale Deed dated 4/4/1997 registered with the office of the Sub Registrar Haveli No. 5 at serial no. 3140/1997, the said Mr. Chaitram Mahadu Galande, Mr. Prabhakar Mahadu Galande, Smt. Banabai Bhiku Kakade, Smt. Janabai Maruti Jadhav and Smt. Chinkabai Pandurang Karke have sold and conveyed a portion admeasuring 1.49 Ares i.e. 1600 square feet out of Survey No. 40/3 unto and in favour of Mr. Govind Akaram Khamkar for

consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records. The same is reflected vide mutation entry no. 3455.

(l) It appears that by a Sale Deed dated 4/4/1997 registered with the office of the Sub Registrar Haveli No. 5 at serial no. 3143/1997, the said Mr. Chaitram Mahadu Galande, Mr. Prabhakar Mahadu Galande, Smt. Banabai Bhiku Kakade, Smt. Janabai Maruti Jadhav and Smt. Chinkabai Pandurang Karke have sold and conveyed a portion admeasuring 1.49 Ares i.e. 1600 square feet out of Survey No. 40/3 unto and in favour of Mr. Suryakant Ramchandra Pisel for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records. The same is reflected vide mutation entry no. 3456.

(m) It appears that the said Mr. Govind Akaram Khamkar, Mr. Ramesh Ganpat Dongre, Mr. Suryakant Ramchandra Pisel and Mr. Rajendra Bhanudas Kadam had executed a Power of Attorney dated 31/12/2005 registered with the office of the Sub Registrar Haveli No. 5 at serial no. 9708/2005 in favour of Mr. Prasad Lingayaa Bhandari interalia vesting in him with several powers and authorities pertaining to the said portion admeasuring 5.96 Ares (being 1.49 Ares of each of them).

(n) It appears that by a Development Agreement dated 31/12/2005 registered with the office of the Sub Registrar Haveli No. 5 at serial no. 14/2006, the said Mr. Govind Akaram Khamkar, Mr. Ramesh Ganpat Dongre, Mr. Suryakant Ramchandra Pisel and Mr. Rajendra Bhanudas Kadam through their Constituted Attorney Mr. Prasad Lingayaa Bhandari have granted the exclusive development rights and authority to develop the portion admeasuring 5.96 Ares out of Survey No. 40/3 unto and in favour of M/s. Rishi Constructions through its proprietor Mr. Vijay Naraindas Kodnani for consideration and on certain terms and conditions. In pursuance to the said Development Agreement dated 31/12/2005, the said Mr. Govind Akaram Khamkar, Mr. Ramesh Ganpat Dongre, Mr. Suryakant Ramchandra Pisel and Mr. Rajendra Bhanudas Kadam through their Constituted Attorney Mr. Prasad Lingayaa Bhandari have executed a Power of Attorney dated 31/12/2005 registered with the office of the Sub Registrar Haveli No. 5 at serial no. 15/2006 in favour of M/s. Rishi Constructions through its Constituted Attorney Mr. Jitender Naraindas Kodnani interalia vesting in him with several powers and authorities to develop the said portion admeasuring 5.96 Ares out of Survey No. 40/3.

(o) It appears that the said Mr. Vijay Naraindas Kodnani being the proprietor of M/s. Rishi Constructions expired intestate on 19/1/2014 leaving behind his legal heirs namely Smt. Parina Vijay Kodnani – widow, Ms. Kunica Vijay Kodnani – daughter, Mr. Rishi Vijay Kodnani – son, Mr. Tannush Vijay Kodnani – son and Mr. Jitendra Naraindas Kodnani – brother.

(p) It appears that the said the Mr. Govind Akaram Khamkar, Mr. Ramesh Ganpat Dongre, Mr. Suryakant Ramchandra Pisel and Mr. Rajendra Bhanudas Kadam had received the entire

consideration towards to the said portion admeasuring 5.96 Ares out of Survey No. 40/3 from M/s. Rishi Constructions through its proprietor Mr. Vijay Naraindas Kodnani under the said Development Agreement dated 31/12/2005.

(q) It appears that by a Deed of Sale dated 21/12/2023 registered with the office of the S.R. Haveli No. 19 at serial no. 27229/2023, the said Mr. Govind Akaram Khamkar, Mr. Ramesh Ganpat Dongre, Mr. Suryakant Ramchandra Pital and Mr. Rajendra Bhanudas Kadam with the consent of Mr. Prasad Lingayaa Bhandari, Smt. Parina Vijay Kodnani, Ms. Kunica Vijay Kodnani, Mr. Rishi Vijay Kodnani, Mr. Tanush Vijay Kodnani and Mr. Jitendra Naraindas Kodnani have absolutely sold and conveyed a portion admeasuring 5.96 Ares out of Survey No. 40/3 unto and in favour of M/s. Ceratec Construction for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records. The same is reflected vide mutation entry no. 11937.

(r) It is clarified that mutation entry nos. 2664, 3244, 3270, 3434, 3435, 3436, 3437, 3452, 3488, 3489, 3490, 3491, 3492, 3498, 3499, 3500, 3551, 3988, 3989, 3990, 3994, 5189, 5433, 5468, 5536, 5810, 5926, 5930, 6047, 6188, 6189, 6231, 6512, 6787, 6789, 6790, 7089, 7324, 7530, 7580, 7591, 8107, 8156, 8528, 8744, 8746, 8747, 9266, 9267, 9355, 9356, 9367, 9958, 9810, 9981, 10035, 10179, 10220, 10366, 10513, 10801, 11280, 11574 and 11666 are pertaining to various sale deed, legal heirs being brought on record and loans and or repayment of loans. Since the said mutation entries referred to in this paragraph are not related to the portion admeasuring 5.96 Ares purchased by M/s. Ceratec Construction, the same are not discussed in this report.

2. Zone and Permissions

- (a) The said Survey No. 35 is under commercial (C-1) and part is affected by BRT Corridor as seen from the Zone Certificate issued by Pimpri Chinchwad Municipal Corporation (Construction Development Department) dated 29/10/2021.
- (b) The said Survey No. 39 is under commercial (C-1) and part is affected by BRT Corridor as seen from the Zone Certificate issued by Pimpri Chinchwad Municipal Corporation (Construction development Department) dated 29/10/2021.
- (c) The Pimpri Chinchwad Municipal Corporation has sanctioned the proposed layout and building plans and has issued the Commencement Certificate bearing No. BP/Ravet/131/22 dated 15/6/2022 and revised vide Commencement Certificate Nos. BP/Ravet/71/2023 dated 31/3/2023 and BP/Ravet/110/2024 dated 22/4/2024, .
- (d) The Tahasildar, Pimpri Chinchwad, Haveli Pune by its Order bearing no. JAMIN/NA/SR/445/2022 dated 23/6/2022 has fixed the non-agricultural assessment and permitted the non agricultural use of the said Land.

(e) The Pimpri Chinchwad Municipal Corporation has sanctioned the proposed layout and building plans pertaining to the said Land for the purpose of Environmental Clearance and has issued the Commencement Certificate bearing No. BP/EC/Ravet/02/24 dated 29/1/2024

3. Name of the Owners

M/s. Ceratec Construction, a partnership firm duly registered under the provisions of The Indian Partnership Act, 1932 having its principal place of business at: Survey No. 36/7/5, Off Mumbai Bangalore Highway Bypass, Ambegaon Budruk, Katraj, Pune 411046, through one of its Partner Mr. Anand Dayanand Agarwal.

4. Searches, Public Notice, Litigations and Misc.

(a) I have also caused e-searches to be carried out of the Index II registers available in the office of the Joint Sub Registrar of Assurances Haveli No. 1 to 27, Pune through my associate Mrs. Roopali Mane, Advocate for the period commencing from the year 1994 till date. I have been informed by Mrs. Roopali Mane, Advocate that during the course of searches save and except as stated para 4, she has found any entry evidencing any encumbrances of whatsoever nature in and upon the said Land has been found. It is clarified that certain tenement purchase agreement in respect of the tenement agreed to be sold have been found during the course of searches, however since the said report pertains to the said Land, the said tenement purchase agreements have not been discussed in this report.

(b) It is clarified that my clients had prior to the purchase of the said land had caused to be published the usual Public Notice in Daily Prabhat published in following manner for the intended purchase of the said land. It is clarified save and except as stated herein below, I have not received any claims or objections to the said Public Notice published in Daily Prabhat.

Public Notice date	Land Description	Date of Publication of the Public Notice
2/11/2021	A portion of land admeasuring 22 Ares out of Survey No. 39/2 owned by Mr. Anand Vasant Bahirat and others.	3/11/2021
2/11/2021	A portion of land admeasuring 9.5 Ares out of Survey No. 35/2 owned by Mr. Vishwanath Tukaram Bahirat and M/s. Bhoomi Buildcon.	3/11/2021
9/10/2021	A portion of land admeasuring 34.5 Ares out of Survey No. 35/1 owned by M/s. Bhoomi Buildcon.	10/10/2021
9/10/2021	Survey No. 39/1 admeasuring 46 Ares owned by Mr. Hiramna Damu Bhondave and others and Survey No. 39/2 admeasuring 45 Ares owned by Mr. Dilip Babanrao	10/10/2021

	Bhondave and others.	
1/3/2022	The said Land owned by M/s. Ceratec Construction except portion admeasuring 5.96 Ares out of Survey No. 40/3	2/3/2022
29/5/2023	Portion admeasuring 5.96 Ares out of Survey No. 40/3 held by Mr. Govind Akaram Khamkar and others	30/5/2023

(c) Objections to the Public Notice

(i) Objection dated 12/11/2021 issued by Mr. Nitin Prakash Patil, Advocate on behalf of his client Mr. Vishwanath Tukaram Bhirat in respect of Public Notice dated 2/11/2021 published in Daily Prabhat on 3/11/2021 in respect of portion admeasuring 9.5 Ares out of Survey No. 35/2.

The said Mr. Vishwanath Tukaram Bhirat has contended that he has right, title and interest in the said Survey No. 35/2 and that he has filed a Regular Civil Suit No. 159/2012 before the Civil Judge Junior Division.

It is seen that the said Mr. Vishwanath Tukaram Bhirat and Mr. Vasant Tukaram Bhirat have sold and conveyed their portion out of the said Survey No. 35/2 unto and in favour of M/s. Ceratec Construction and as detailed hereinabove and hence in my opinion the said objection does not survive in respect of Survey No. 35/2 held by M/s. Ceratec Construction.

(ii) Objection dated 12/10/2021 issued by Mr. S. M. Ghadyale, Advocate on behalf of his client Mr. Ganesh Pandurang Bhondave and Mr. Rajendra Parshuram Bhondave in respect of Public Notice dated 9/10/2021 published in Daily Prabhat on 10/10/2021 in respect of portion admeasuring 34.5 Ares out of Survey No. 35/1.

It is contended that Mr. Pandurang Kesu Bhondave and others have filed a Regular Civil Suit No. 316/2016 before the Civil Judge Junior Division against Smt. Hausabai Khandu Bhondave and other for declaration and injunction.

The said Mr. Pandurang Kesu Bhondave and Mr. Parshuram Kesu Bhondave have filed a Civil Suit No. 316/2016 against Smt. Hausabai Khandu Bhondave and others 17 for Declaration and Injunction interalia claiming right, title and interest in Survey Nos. 34/1/1 and 35/1 being their ancestral property. On going through the pleading and documents on record it is observed that the purported Sale Deed registered at serial no. 60/1972 is in favour of Mr. Khandu Kesu Bhondave and he has acquired the same as his self acquired property. Moreover substantial time has elapsed and the said Survey No. 35/1 has been sold to different persons and moreover all the documents of sale, etc. have also not been challenged. M/s. Ceratec Construction are also not made a party to the said Civil Suit. The said suit also appears to be barred by the law of limitation. Considering the same in my opinion the outcome of the said Civil Suit will not have any effect on the title of my clients to the said Survey No. 35/1 and hence

in my opinion the said objection does not survive in respect of Survey No. 35/1 held by M/s. Ceratec Construction.

(iii) Objection dated 11/11/2021 issued by Mr. Sanjay N. Dhadam, Advocate on behalf of his client Mr. Ajit Narayan Bhirat, Mr. Mahesh Manohar Bhirat and Mr. Devdatta Narayan Bhirat in respect of Public Notice dated 2/11/2021 published in Daily Prabhat on 3/11/2021 in respect of portion admeasuring 9.5 Ares out of Survey No. 35/2.

Mr. Mahesh Manohar Bhirat, Mr. Devdatta Narayan Bhirat and Mr. Ajit Narayan Bhirat being legal heirs of Mr. Narayan Shripati Bhirat have filed the said Regular Civil Suit No. 584/12 before the Hon'ble Civil Judge Junior Division, Pimpri against Mr. Baban alias Damodar Narhari Bhirat for Declaration and Injunction in respect of the share in Survey No. 35/2 along with the other lands. I have gone through the Suit and papers and documents and have to observe that the said suit is barred by the law of limitation and also that M/s. Ceratec Construction have not purchased the portion admeasuring 31.5 Ares from the family of Mr. Narhari Shripati Bhirat. Considering the same it is opined that any outcome of the said suit will not affect the title of my clients to the portion admeasuring 31.5 Ares held by them in Survey No. 35/2 and hence in my opinion the said objection does not survive in respect of Survey No. 35/2 held by M/s. Ceratec Construction.

(iv) Objection dated 7/3/2022 issued by Mr. S. M. Ghadyale, Advocate on behalf of his client Mr. Ganesh Pandurang Bhondave and Mr. Rajendra Parshuram Bhondave in respect of Public Notice dated 1/3/2022 published in Daily Prabhat on 1/3/2022 in respect of portion admeasuring 34.5 Ares out of Survey No. 35/1.

It is contended that Mr. Pandurang Kesu Bhondave and others have filed a Regular Civil Suit No. 316/2016 before the Civil Judge Junior Division against Smt. Hausabai Khandu Bhondave and other for declaration and injunction.

The said Mr. Pandurang Kesu Bhondave and Mr. Parshuram Kesu Bhondave have filed a Civil Suit No. 316/2016 against Smt. Hausabai Khandu Bhondave and others 17 for Declaration and Injunction interalia claiming right, title and interest in Survey Nos. 34/1/1 and 35/1 being their ancestral property. On going through the pleading and documents on record it is observed that the purported Sale Deed registered at serial no. 60/1972 is in favour of Mr. Khandu Kesu Bhondave and he has acquired the same as his self acquired property. Moreover substantial time has elapsed and the said Survey No. 35/1 has been sold to different persons and moreover all the documents of sale, etc. have also not been challenged. M/s. Ceratec Construction are also not made a party to the said Civil Suit. The said suit also appears to be barred by the law of limitation. Considering the same in my opinion the outcome of the said Civil Suit will not have any effect on the title of my clients to the said Survey No. 35/1 and hence

Prasanna S Darade

B.S.L., LL.B.
Advocate

in my opinion the said objection does not survive in respect of Survey No. 35/1 held by M/s. Cerated Construction.

(d) It is clarified that this report is based on the searches carried out at the office of the Sub Registrar of Assurances and on the documents produced before me inter alia title deeds and revenue records for my inspection and certain information supplied to me by my clients.

(e) Litigations

(i) Regular Civil Suit No. 316/2016

During the course of Searches a Notice of Lis Pendens dated 6/10/2016 registered with the office of the Sub Registrar Haveli No. 24 at serial no. 7070/2016 filed by one Mr. Pandurang Kesu Bhondave in respect of Regular Civil Suit No. 316/2016 filed by Mr. Pandurang Kesu Bhondave and Mr. Parshuram Kesu Bhondave against Smt. Hausabai Khandu Bhondave and others 17 pending before the Civil Judge Junior Division, Pimpri at Pune.

The said Mr. Pandurang Kesu Bhondave and Mr. Parshuram Kesu Bhondave have filed a Civil Suit No. 316/2016 against Smt. Hausabai Khandu Bhondave and others 17 for Declaration and Injunction interalia claiming right, title and interest in Survey Nos. 34/1/1 and 35/1 being their ancestor property. On going through the pleading and documents on record it is observed that the purported Sale Deed registered at serial no. 60/1972 is in favour of Mr. Khandu Kesu Bhondave and he has acquired the same as his self acquired property. Moreover substantial time has elapsed and the said Survey No. 35/1 has been sold to different persons and moreover all the documents of sale, etc. have also not been challenged. Our clients are also not made a party to the said Civil Suit. The said suit also appears to be barred by the law of limitation. Considering the same in my opinion the outcome of the said Civil Suit will not have any effect on the title of my clients to the said Survey No. 35/1. As per the online searches

carried out of the said civil suit on the official court web portal court.mah.nic.in it is seen that there is no interim or ad-interim orders or other order passed in the said civil suit.

(ii) Regular Civil Suit No. 159/2012

It appears that the said Mr. Vishwanath Tukaram Bahirat and Mr. Vasant Tukaram Bahirat filed a Regular Civil Suit No. 159/2012 before the Hon'ble Civil Judge Senior Division, Pimpri against Mr. Morya Sahadu Bahirat and others 13 for Declaration and Injunction including for Survey No. 35/2. Pursuant thereto a Notice of Lis Pendens dated 4/9/2013 is registered with the office of the Sub Registrar, Haveli No. 1 at serial no. 7323/2013 in respect of the said suit. The same is reflected vide mutation entry no. 8656. It appears that Order dated 4/5/2018 in RTS Appeal bearing No. 185/2018 the remark of Lis Pendens was deleted from the revenue record vide mutation entry no. 10106. I have gone through the suit and the other papers and documents filed therein. It is seen that the said Mr. Vishwanath Tukaram Bahirat and Mr. Vasant Tukaram Bahirat have sold and conveyed their portion out of the said Survey No. 35/2

unto and in favour of M/s. Ceratec Construction and hence the suit does not survive in respect of Survey No. 35/2 held by M/s. Ceratec Construction. I have been informed that the said Mr. Vishwanath Tukaram Bahirat and others have withdrawn the said suit and necessary orders have been passed therein on 1/9/2022.

(iii) Regular Civil Suit No. 584/2012

Mr. Mahesh Manohar Bahirat, Mr. Devdatta Narayan Bahirat and Mr. Ajit Narayan Bahirat being legal heirs of Mr. Narayan Shripati Bahirat have filed the said Regular Civil Suit No. 584/12 before the court of Hon'ble Civil Judge Junior Division, Pimpri against Mr. Baban alias Damodar Narhari Bahirat for Declaration and Injunction in respect of the share in Survey No. 35/2 along with the other lands. I have gone through the Suit and papers and documents and have to observe that the said suit is barred by the law of limitation and also that M/s. Ceratec Construction have not purchased the portion admeasuring 31.5 Ares from the family of Mr. Narhari Shripati Bahirat. Considering the same it is opined that any outcome of the said suit will not affect the title of my clients to the portion admeasuring 31.5 Ares held by them in Survey No. 35/2.

(f) It is clarified that verification of pending litigations in respect of the said Land is difficult due to various reasons including (i) litigations can be filed/instituted in various for a depending upon the relief claimed, and/or (ii) records of litigations maintained by courts and other authorities (judicial or otherwise) are not updated not maintained descriptively and not easily available and accessible, and/or (iii) Online searches in Court web portal do not provide any description of the Land and searches based on names is not feasible, and/or (iv) there are no registers maintained in respect of matters referred to arbitration. Considering the aforesaid, I have not conducted any litigation searches before any court of law or before any other authority (judicial or otherwise) to verify whether the said Land is subject matter of any litigation.

(g) It is clarified that the mutation entry nos. 9634, 9691, 9753, 10061, 10122, 11093 and 11278 pertain to corrections being made in the computerized 7/12 extracts pursuant to the order passed by the Tahasildar, Pune. It is clarified that mutation entry no. 8328 has not been furnished at the time of issuance of this report.

(h) Mortgage: It appears that by a Deed of Mortgage dated 21/3/2023 registered with the office of the Sub Registrar Haveli No. 22 at serial no. 6471/2023, M/s. Ceratec Construction have mortgaged Survey No. 39/35/A1 in favour of ICICI Bank Ltd, and obtained project finance to the tune of Rs. 40,00,00,000/-. Pursuant thereto the charge of the said bank was mutated in the revenue records vide mutation entry no. 11813.

- (i) It is clarified that the undersigned had issued Search and Title Reports dated 8/6/2022 and 12/7/2022 in respect of the said Land except portion admeasuring 5.96 Ares out of Survey No. 40/3 and this report is in furtherance thereto and is supplemental thereto.
- (j) Certain documents/ correspondence, mutation entries are not made available to me and hence I have assumed and relied on the other documents and/or link facts and/or notings on 7/12 extract to arrive at a conclusion which can be presumed to be correct unless proved or a new entry is lawfully substituted therefore.
- (k) I have assumed that all members of the Hindu Undivided Family if referred above have been made a party to the documents as discussed hereinabove and no person/s are left out. It is clarified that as the detailed family has not been furnished to me, I have assumed and relied on the correctness as regards all members of Hindu Undivided Family being made a party to the documents. Further as a custom, the titles to said Land is ascertained on the basis of perusal of the village records maintained by the Revenue Department and of which the copies were made available to me by my clients. Relying upon the presumptions under law about the same being correct unless proved otherwise or contrary and an analysis of the same with regards to the applicable laws is used to deduce a chain of title.
- (l) It is further clarified for the purposes of issuance of this report, (A) I have assumed (i) the right, constitution, deeds or legal capacity of all persons, natural or artificial to execute the documents mentioned herein, genuineness of all signatures, and authenticity of all documents submitted to me as certified or photocopies and have not examined the same, (ii) only photocopies of the documents referred above are produced for inspection and I have assumed the same to be true and correct, (iii) that all permissions, if necessary have been obtained, (iv) the accuracy and completeness of all the factual representations made in the documents and information given to me, (v) that there have been no changes, amendments or modifications to the documents examined by me, (B) I have relied upon the information relating to (i) Lineage on the basis of the revenue records and society records made available and certain information provided to me by my clients, (ii) there are no litigations/ claims/ applications/etc. of whatsoever nature pending in respect of the said Land before any Court, Forum, Revenue Courts and Authority, Judicial/ Quasi Judicial Officer or Authority, Arbitrator, etc. as per information provided to me by my clients, (iii) physical areas of the said Land thereof on the basis of the documents made available and information provided to me by my clients and (iv) boundaries of the said Land on the basis of documents and information provided to me by my clients.

(m) It is further clarified that I am not certifying the boundaries of the said Land nor am I qualified to express my opinion on physical identification of the said Land.

5. **Description of the said Land**

All those pieces and parcels of well defined and demarcated land total admeasuring 162.96 Ares i.e. 16296 square meters being (i) Survey No. 39/35/A1 admeasuring 14116.42 square meters assessed at Rs. 7623=00 paise [N.A. land], (ii) Survey No. 39/35/A2 admeasuring 1083.58 square meters assessed at Rs. 585=00 paise [open space], (iii) Survey No. 39/35/A3 admeasuring 250 square meters assessed at Rs. 135=00 paise [open space], (iv) Survey No. 39/35/A4 admeasuring 250.00 square meters assessed at Rs. 135=00 paise [open space] and (v) a portion admeasuring 596 square meters carved Survey No. 40 Hissa No. 3 total admeasuring 55 Ares assessed at Rs. 00=81paise lying, being and situate at village Ravet, Taluka Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune and the said Land is collectively bounded as under:-

On or towards the East	:	By part of Survey No. 37.
On or towards the West	:	By part of Survey No. 40/2.
On or towards the North	:	By part of Survey No. 38.
On or towards the South	:	By 18 meter wide D.P. Road.

6. **Opinion**

In view and subject to what is stated above and mortgage in favour of ICICI Bank Ltd., I certify that in my opinion, **M/s. Ceratec Construction**, a partnership firm duly registered under the provisions of The Indian Partnership Act, 1932 having its principal place of business at: Survey No. 36/7/5, Off Mumbai Bangalore Highway Bypass, Ambegaon Budruk, Katraj, Pune 411046, through one of its Partner Mr. Anand Dayanand Agarwal, are well and sufficiently entitled to the said Land as the owners thereof and have a marketable title to the same and that the said Land is free from known encumbrances and reasonable doubts.

Dated this 14th day of May, 2024.


Prasanna S Darade
Advocate



CHALLAN
MTR Form Number-6



GRN	MH001589223202425E	BARCODE			Date	14/05/2024-14:18:52	Form ID					
Department Inspector General Of Registration			Payer Details									
Search Fee			TAX ID / TAN (If Any)									
Type of Payment Other Items			PAN No.(If Applicable)									
Office Name HVL1_HAVELI NO1 SUB REGISTRAR			Full Name		Adv Roopal Mane							
Location PUNE												
Year 2024-2025 One Time			Flat/Block No.									
Account Head Details					Premises/Building							
0030072201 SEARCH FEE			750.00	Road/Street	Kiwale Ravel							
				Area/Locality	Pune							
				Town/City/District								
			PIN		4	1	2	1	0	1		
			Remarks (If Any)									
			Search for 30 years of S no. 35 ,S no 39 ,S no 40 Ravel Taluka Havell									
			District Pune									
			Amount In	Seven Hundred Fifty Rupees Only								
Total			750.00	Words								
Payment Details IDBI BANK			FOR USE IN RECEIVING BANK									
Cheque-DD Details				Bank CIN	Ref. No.	69103332024051415250	Mobile No. : 7887878926					
Cheque/DD No.				Bank Date	RBI Date	14/05/2024-14:20:56	Not Verified with RBI					
Name of Bank				Bank-Branch		IDBI BANK						
Name of Branch				Scroll No. , Date		Not Verified with Scroll						

Department ID :
NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
संदर्भ चलाने "ठऱ्या अंगठा पेमेंट" मध्ये नग्युद कारणातातीच लागू आहे. इतर कारणातातीच किंवा नोंदवणी न कारवयाच्या दस्तावताती लागू नाही.