



Off. Add: Shop No. 2, Ground Floor, Badrichampa Apartment, 132 A, Nana Peth, Pune - 411002.

FORMAT – A

To,
Maha RERA

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to Title Opinion with respect to property bearing Survey no. **38/1/A/1** totally admeasuring **8000 Sq.mtrs** situated at Village Bavdhan Khurd, Taluka Mulshi, Dist Pune - (hereinafter referred as the said plot)

I have investigated the title of the said plot on the request of **THE EXCELLAA** following documents i.e.:-

- 1) Description of the property.
- 2) The documents of allotment of plot.
- 3) 7/12 extract issued by Local Talathi office Pune dated 21/11/2022 Mutation Entry No 6591.
- 4) Search report for 30 years from 1995 till 2025

On perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that the title of **The Excellaa** is clear, marketable and without any encumbrances.

Owner/s of the land :-

(1) The Excellaa Through Partners Mr. Kishore B. Jain and Mr. Nilesh S. Agarwal

The report reflecting the flow of the title of the owner on the said land is enclosed herewith as annexure.

Pune
Date: 23/04/2025

Encl: Annexure.

S.T. Bhattad
Advocate

SHEETAL KEDARNATH CHARKHA
(BHATTAD)



FORMAT - A**FLOW OF THE TITLE OF THE SAID LAND**

1. 7/12 Extract /P.R. Card as on date of application for registration
2. Mutation Entry No. 6591.
3. Search Report for 30 years from 1995 to 2025 taken from Sub Registrar Office Haveli No. 11, Pune.
 1. From the 7/12 extracts and the mutation extracts, the property bearing S. No. 38/1/A/1, adm. 02H. 57R, was the part of the property bearing S. No. 38/1 totally 03 H 77 R. At this stage I would like to refer the mutation entry No. 840 dated 20/02/1968. As per the said mutation entry, it appears that the possession of the properties bearing S. Nos. 38/1 was given to Chinkabai Bhaguji Todkar and Tulsabai Mahadu Kamble as per the order dated 22/10/1961 passed by Hon'ble Civil Court in Darkhast Application No. 548/1950 and 126/1958 filed on the basis of Order passed in Civil Suit No.776/1946. The possession of the property was taken from Tukaram Shripati Todkar and Others and handed over to Chinkabai Bhaguji Todkar and Tulsabai Mahadu Kamble. Accordingly, the said Survey Number was sub-divided and the names of Chinkabai Bhaguji Todkar and Tulsabai Mahadu Kamble were recorded for S. No. 38/1 adm. 9 A. 17 R and the names of Tukaram Shripati Todkar and others were recorded for S. No. 38/2 adm. 25 A. 13 R. From the revenue record, I have not come across any other mutations, reversing the said M. F. No. 840.
 2. It further appears from mutation entry No. 1077, dated 15/11/1972 that the names of legal heirs of Chinkabai Bhaguji Todkar who died on 13/12/1971 leaving behind Sarubai Mukinda Gaikwad and Tulsabai Mahadu Kamble as legal heirs, were recorded. The said Mutation was effected for the properties bearing S. Nos. 38/1, 47/20/2 and 28/5 all 10 situated at Village Bavdhan Khurd, Tal: Mulshi, Dist.: Pune.
 3. It further appears from Mutation Entry No.1078 dated 15/11/1972, that the same was effected to record the names of legal heirs of Savitribai Bhaguji Todkar who died on 12/07/1961 survived by Sarubai Mukinda Gaikwad and Tulsabai Mahadu Kamble as legal heirs. The said Mutation was effected for the properties bearing S. Nos. 38/1, 47/20/2 and 28/5, all situated at Village Bavdhan Khurd, Tal: Mulshi, Dist.: Pune,
 4. You have furnished me the copy of the Sale Deed dated 28/07/1975, registered with the office of Sub-Registrar, Maval at Serial No. 913/1975, which was executed by Smt. Sarubai Mukunda Gaikwad and Tulsabai Mahadev Kamble, in favour of Smt. Savitribai Sardarilal Mehta, with respect to the property bearing S. No. 38/1 adm. 9 A. 13 R (3 H. 77R.), S. No.47/20/2 adm. 38 R., situated at Village Bavdhan Khurd. It is stated in Clause 2 of the said Sale Deed that the said properties were the self-acquired properties of Late Bhaguji Bhika Todkar. It is also stated that as per the decree dated 22/09/1947 the possession of the aforesaid properties were handed over to them on 21/04/1968 and since then the said Vendors were in possession of the said properties. It is also stated that the Agreement to Sell was executed in favour of the Purchaser Savitribai Sardarilal Mehta.
 5. It is further stated in the said Sale Deed dated 28/07/1975 that as the Vendors were in need of the funds, for incurring the expenses towards day-to-day management of the residential property, the total consideration was agreed to be of Rs.20,000/-. As per

Clause 4, the possession of the said properties were handed over to the Purchaser namely Savitrabai Sardarilal Mehta. On the basis of the said Sale Deed dated 28/07/1975, the Mutation Entry No.1162 dated 02/02/1976 was effected in revenue record, with respect to the properties bearing S. Nos. 38/1 and 47/20/2.

6. As per the Sale Deed dated 29/11/1984 Smt. Savitrabai Sardarilal Mehta, executed said Sale Deed in favour of Shri. N. Gopal Krishana, Dr. N. Sudhirkumar and Shri. N. Maheshkumar, with respect to the property bearing S. No. 38/1, adm. 9 A. 17 R (3 H. 77 R.). The said Sale Deed was registered in the office of Sub-Registrar, at Serial No. 21/1994. As per the said Sale Deed initially S. No. 38 was divided into various sub-divisions i. e. S. Nos. 38/1, 38/2, 38/3, 38/4, 38/5-7, 38/6, 38/8 and 38/9. It is further stated that on the basis of the decree passed in Civil Suit No. 876/1946, the names of Chinkabai and Savitrabai were recorded in the records of rights.
7. It is also stated that the sub-divisions of S. No. 38, were amalgamated and it was divided into two sub-divisions i. e. S. No. 38/1 adm. 3 H. 77 R and S. No. 38/2 adm. 14 H. 2 R. It is also stated that on 12/02/1968 the possession of the property bearing S. No. 38/1 adm. 3 H. 77 R was given to Chinkabai Bhaguji Todkar and Tulsabai Mahadev Kamble. Accordingly, Mutation Entry No. 840 was effected on 02/01/1968 in the revenue records. It is also stated that Chinkabai Bhagu Todkar died on 12/12/1971 at Pune who was survived by Tarubnai Mukinda Gaikwad and Tulsabai Mahadev Kamble. It is further stated that on 28/07/1975 said Tarubai Mukinda Gaikwad and Tulsabai Mahadev Kamble have sold the said property to Savitrabai Sardarilal Mehta. In the said Sale Deed, it is stated that the Scheme of Consolidation was not made applicable to the Village Bavdhan Khurd. It is also stated that the Vendor has not received any such notice for consolidation and the area held by Vendor was much less than Ceiling Act.
8. On the basis of the said sale deed dated 29/11/1984, the Mutation Entry No.1471 dated 14/02/1985, was effected in the revenue record and the names of Shri. N. Gopalkrishna, Dr. N. Sudhirkumar and Shri. N. Maheshkumar, were recorded to the property bearing S. No. 38/1.
9. You have furnished me the copy of General Power of Attorney dated 30/01/1989 executed by Mr. N. Maheshkumar in favour of Mr. Zaheer Jehan Gir Vakil for the property bearing S. No. 38/1 situated at Village Bavdhan Khurd, Tal. Haveli, Dist. Pune. As per the said Power of Attorney, the specific power for execution of Sale Deed was given by Clause No. 2. The said Power of Attorney was notarised with Notary S. V. Nagare at Sr. No. 1650 (b) dated 30/01/1989.
10. You have furnished me the copy of General Power of Attorney dated 30/01/1989 executed by Dr. N.. Gopalkrishnan in favour of Mr. Zaheer Jehan Gir Vakil for the property bearing S. No. 38/1 situated at Village Bavdhan Khurd, Tal. Haveli, Dist.-Pune. As per the said Power of Attorney the specific power for execution of Sale Deed was given by Clause No. 2. The said Power of Attorney was notarised with Notary S. V. Nagare at Sr. No. 1650 (a) dated 30/01/1989.
11. You have furnished me the copy of General Power of Attorney dated 19/01/1989 executed by Dr. N. Sudhirkumar 15
12. in favour of Mr. Zaheer Jehan Gir Vakil for the property bearing S. No. 38/1 situated at Village Bavdhan Khurd, Tal. Haveli, Dist.- Pune. As per the said Power of Attorney the specific power for execution of Sale Deed was given by Clause No. 2. The said Power of Attorney was notarised with Notary S. V. Nagare at Sr. No. 1565 (a) dated 19/01/1989. From Mutation Entry No. 2416 dated 16/06/1995, it appears that Shri. N. Gopalkrishna, Dr. N. Sudhirkumar and Shri. N. Maheshkumar through Power of

- Attorney Holder Mr. Zaheer Jahangir Vakil sold the property adm. 40 R to Darayas Manik Modi by Sale Deed dated 26/08/1991.
13. From Mutation Entry No. 2187 dated 07/01/1993, it appears that Shri. N. Gopalkrishna, Dr. N. Sudhirkumar and Shri. N. Maheshkumar through Power of Attorney Holder Mr. Zaheer Jahangir Vakil sold the property adm. 40 R to Meher K. Palia out of the total area adm. 3 H. 77 R, by Sale Deed dated 16/09/1992. It further appears that the said S. No.38/1 was subdivided and the area adm. 3 H. 37 R was given S. No. 38/1/1 which remained in the names of Vendors i. e. Shri. N. Gopalkrishna, Dr. N. Sudhirkumar and Shri. N. Maheshkumar and the area of 40 R sold to Meher K. Palia was given S. No. 38/1/2.
 14. As per the Deed of Conveyance dated 15/01/1993, the Vendors Shri. N. Gopal Krishana, Dr. N. Sudhirkumar and Shri. N. Maheshkumar through Power of Attorney Holder Mr. Zaheer Jahangir Vakil of Bharucha and Motiwala, have executed the said Deed of Conveyance in favour of Mrs. Khurshed D. Panday, Mrs. Hira Steven and Mr. Jamshed D. Panday, with respect to the 1 Acre of land bearing Plot No. 5 from and out of the total area of 9 Acres bearing S. No. 38/1. The said Deed of Conveyance was duly registered in the office of Sub-Registrar, Mulshi at Serial No. 104/1993. As per the said Deed of Conveyance 1/3rd of undivided share in the said Plot was transferred in favour of the aforesaid three purchasers.
 15. On the basis of the said Sale Deed dated 15/01/1993, the Mutation Entry No. 2194 dated 17/02/1993, was effected in revenue record and the names of Mrs. Khurshed D. Pandey, Mrs. Hira Steven and Mr. Jamshed D. Pandey were recorded for 40 R of land out of the total area adm. 2 H. 97 R, by Sale Deed dated 15/01/1993. It further appears that the said S. No.38/1 was subdivided and the area adm. 2 H. 97 R was given S. No. 38/1/1 which remained in the names of Vendors i. e. Shri. N. Gopalkrishna, Dr. N. Sudhirkumar and Shri. N. Maheshkumar and the area of 40 R sold to Mrs. Khurshed D. Pandey, Mrs. Hira Steven and Mr. Jamshed D. Pandey was given S. No. 38/1/3.
 16. As per the Deed of Conveyance dated 04/05/1994, the Vendors Shri. N. Gopal Krishana, Dr. N. Sudhirkumar and Shri. N. Maheshkumar through Power of Attorney Holder Mr. Zaheer Jahangir Vakil of Bharucha and Motiwala, have executed the said Deed of Conveyance in favour of Mrs. Rio Sharma, with respect to 1 Acre of land bearing Plot No. 3 from and out of the total area of 9 Acres bearing S. No. 38/1. The said Deed of Conveyance was duly registered in the office of Sub-Registrar, Mulshi at Serial No. 1223/1994.
 17. On the basis of the said Deed of Conveyance, dated 04/05/1994 the Mutation Entry No. 2334 dated 10/10/1994, was effected in the revenue record and the name of Rio Sharma was recorded for the said 40 R of land. (Plot No. 3).
 18. As per the Deed of Conveyance dated 04/05/1994, the Vendors Shri. N. Gopal Krishana, Dr. N. Sudhirkumar and Shri. N. Maheshkumar through Power of Attorney Holder Mr. Zaheer Jahangir Vakil of Bharucha and Motiwala, have executed the said Deed of Conveyance in favour of Miss. Farah Vakil, with respect to 1 Acre of land bearing Plot No. 7 from and out of the total area of 9 Acres bearing S. No. 38/1. The said Deed of Conveyance was duly registered in the office of Sub-Registrar, Mulshi at Serial No. 1222/1994.
 19. On the basis of the said Sale Deed dated 04/05/1994, the Mutation Entry No. 2333 dated 10/10/1994, was effected in the revenue record and the name of Farah Vakil was recorded for 40 R of land.
 20. From Mutation Entry No. 2401 dated 28/04/1995, it appears that Shri. N. Gopalkrishna, Dr. N. Sudhirkumar and Shri. N. Maheshkumar through Power of Attorney Holder Mr.

- Zaheer Jahangir Vakil sold the property adm. 40 R to Nirmal P. Anand, Jyoti Nirmal Anand, Karan Nirmal Anand and Anushankar Nirmal Anand by Sale Deed dated 10/11/1994. As per the Deed of Conveyance dated 20/09/1995, the Vendors Shri. N. Gopal Krishana, Dr. N. Sudhirkumar and Shri. N. Maheshkumar through Power of Attorney Holder Mr. Zaheer Jahangir Vakil of Bharucha and Motiwala, have executed the said Deed of Conveyance in favour of Mrs. Rio Sharma, with respect to 1 Acre of land bearing Plot No. 4 from and out of the total area of 9 Acres bearing S. No. 38/1. The said Deed of Conveyance was duly registered in the office of Sub-Registrar, Mulshi at Serial No. 2111/1996.
21. On the basis of the said Sale Deed dated 20/09/1995, the Mutation Entry No.5490 dated 02/03/2012 was effected in the revenue record, recording the name Smt. Rio Sharma for the area of 1 Acre bearing Plot No. 4 from S. No. 38/1.
 22. From Mutation Entry No.4071 dated 17/10/2002, it appears that Nirmal P. Anand, Jyoti Nirmal Anand, Karan Nirmal Anand and Anushankar Nirmal Anand have sold their 40 R of land to Dilip Madhavji Thakar and Bindu Dilip Thakar by Sale Deed dated 29/12/2001.
 23. From Mutation Entry No. 4159 dated 19/05/2003, it appears that being Chairman and Managing Director of Indo Schottle Auto Parts Pvt. Ltd., sold the area of 4047 Sq. Mtr. and the Construction of 202.62 Sq. Mtrs. in favour of Darayas Manik Modi by Sale Deed dated 25/04/2003, with respect to property bearing S. No. 38/1/1.
 24. From Mutation Entry No.4179 dated 14/08/2003, it appears that the area of 40 R of Dilip Madhavji Thakar and Bindu Dilip Thakar was seized by Government as per the Order of Learned Tahasildar, Mulshi dated 11/08/2003 from the property bearing S. No. 38/1/1.
 25. From Mutation Entry No.4208 dated 11/11/2003, it appears that the same was effected on the basis of the Will of Late N. Gopalkrishnan who died on 02/05/2003 and who during his life time executed the Will dated 28/01/2001, bequeathing his share to Dr. N. Maheshkumar.
 26. As per Mutation Entry No.4326 dated 29/10/2004, same was taken to give effect to the Letter dated 27/10/2004 issued by Tahasildar, Mulshi, recording the new S. No. for Old S. No. As per the said Mutation old S. No. 38/1/1 was given New S. No.38/1/A.
 27. From Mutation Entry No. 4328 dated 29/10/2004, it appears that the property adm. 40 R, bearing Old S. No. 38/1/1/1/2 and New S. No. 38/1/A/2 was seized by the Government and the effect of the Letter dated 27/10/2004 issued by Tahasildar. Mulshi was taken to the 7/12 extract and area adm. 2 H. 57 R was given S. No.38/1/A/1 (Old S. No.22 No.38/1/1/1) and names of Dr. N. Sudhirkumar and N. Maheshkumar was recorded for the area of 1 H. 37 R, the name of Farah Vakil was recorded for 40 R, the name of Smt. Rio Sharma was recorded for 40 R and the name Indo Schottle Auto Parts Pvt. Ltd., through Chairman and Managing Director Mr. Vijay Balkrishna Pusalkar was recorded for the area of 40 R.
 28. From Mutation Entry No.4390 dated 24/03/2005, it appears that the same was effected to record the Mortgage Deed of United Western Bank Limited and its charge of Rs.30,00,000/- created by Indo Schottle Auto Parts Pvt. Ltd., through Chairman and Managing Director Mr. Vijay Balkrishna Pusalkar, with respect to his area from the property bearing S. No.38/1/1.
 29. From Mutation Entry No.4680 dated 10/01/2007, it appears that the same was effected to record the Sale Deed dated 07/12/2006 executed by Indo Schottle Auto Parts Pvt. Ltd., through Company Secretary Mr. Avinash Arvind Mahajan in favour of Rohan Vijay Pusalkar for area adm. 40 R from S. No.38/1/1.

30. From Mutation Entry No. 5761 dated 16/01/2015, it appears that Farah Zahir Vakil and Zahir Vakil Estates Pvt. Ltd., through Director Farah Zahir Vakil have sold the area of 40 R bearing Plot No. 10 bearing S. No. 38/1/A/A to Suhas Khushalchand Lunkad by Sale Deed dated 05/01/2015.
31. From Mutation Entry No.5903 dated 30/08/2018, it appears that the same was effected to implement the order of Tahasildar dated 16/11/2016 to correct the mistakes in 7/12 extract. It appears that the Entry in the name of Rohan Vijay Pusalkar is appearing at Sr. No. 76 for S. No. 38/1/A/1.
32. From Mutation Entry No.6135 dated 27/12/2018, it appears that the said Mutation was taken to record of the Deed of Mortgage dated 05/11/2018 executed by Rohan Vijay Pusalkar in favour of Solapur Janata Co-operative Bank Ltd., Branch Tilak Road, Pune against the security of loan amount of Rs.2,00,00,000/-
33. From Mutation Entry No.6230 dated 24/02/2020, it appears that the said Mutation was taken to record of the Deed of Mortgage dated 24/02/2020 executed by Rohan Vijay Pusalkar in favour of Cholamandalam Investment and Finance Co. Ltd., against the security of loan amount of Rs.3,38,00,000/-, against the area of 40 R from S. No.38/1/A/1.
34. You have furnished me the copy of Memorandum of Understanding dated 26/11/2015 executed between Mrs. Rio Sharma and M/s. Vishwa Developers, through Proprietor Mr. Jayant Mulay with respect to the property adm. 80 R bearing S. No. 38/1/A/1 situated at Bavdhan. Copy of the said MOU bears the remark that the said MOU was cancelled and terminated on 25/07/2022 and after the said remark, there are signatures of Mrs. Rio Sharma and M/s. Vishwa Developers, through Proprietor Mr. Jayant Mulay. The said MOU was for development of the said property. The said MOU was not registered and not duly stamped.
35. You have furnished me the copy of Declaration-Cum-Indemnity dated 30/01/2016 executed by Rio Sharma, declaring that Shri. N. Gopal Krishana, Dr. N. Sudhirkumar and Shri. N. Maheshkumar had not filed any Return under Section 6 of ULC Act and also declaring that no Order under Section 8 (1) or 8 (4) of ULC Act was ever passed by the Competent Authority. She also declared that no notification under Section 10 (1) or 10 (3) or 10 (5) of ULC Act was ever issued by the Competent Authority for the said property. Mrs. Rio Sharma also declared that the provisions of Urban Land Ceiling Repeal Act, 1999 are applicable to the said property.
36. You have furnished me the copy of the Notice of Lis-Pendence dated 05/09/2018, registered by M/s. Vishwa Developers through Proprietor Mr. Jayant Mulay, registered in the office of Sub-Registrar, Haveli No. 22 at Serial No. 14143/2018. The said Notice of Lis-Pendence was registered with respect to Civil Misc. Application bearing No. 774/2018 filed before Commercial Court, Pune.
37. The Public Notice was published in Daily Newspaper "Prabhat" on 28/03/2022 through Adv. Sachin S. Bhalerao calling upon the public at large to disclose their right and interest, if any, within 15 days from the date of publication. In response to the same M/s. Ajit Construction and Builders LLP through Mr. Ajit Giridharlal Nahar raised the objection through Adv. Subhash Z. Ostwal, thereby informing that there was transaction with Mrs. Rio Sharma with respect to the said property for consideration of Rs.15,78,02,000/-. It was also informed that even the Sale deed was kept ready for execution. It was informed by the said objection that said M/s. Ajit Construction and Builders LLP through Mr. Ajit Giridharlal Nahar have filed Special Civil Suit No.1117/2021 for Specific Performance and same is pending. It was also informed that

- he has lodged the Notice of Lis-Pendence dated 25/10/2021 which was registered at Serial No. 12801/2021 and Public Notice was published on 02/11/2021.
38. By Sale Deed dated 31/03/2022 and registered on 25/07/2022, executed by Mrs. Rio Sharma in favour of "The Excellaa", she conveyed all her ownership rights from the said property i. e. adm. 80 R, having Plot Nos. 3 & 4 out of the total area adm. 2 H. 57 R bearing S. No. 38/1/A/1, situated at Village Bavdhan Khurd, Tal. Mulshi, Dist. Pune. The said Sale Deed was registered in the Office of Sub-Registrar, Haveli No. 11, at Serial No. 15955/2022. The said Vendor has put the Purchaser in peaceful possession of the said property. Thus the Purchaser "The Excellaa" has become the absolute owner and in possession of the said property.
 39. Simultaneously on execution of the aforesaid Sale Deed, Mrs. Rio Sharma has also executed the Registered Power of Attorney dated 25/07/2022, in favour of "The Excellaa" which was also duly registered in the Office of Sub-Registrar, Haveli No. 11, at Serial No. 15956/2022, for the purposes of representing the Vendor before Revenue Authority and also before such other authorities.
 40. As per the Agreement dated 25/07/2022, executed between "The Excellaa" as the Party of the First Part, Dr. N. Maheshkumar alias Dr. Maheshkumar Sudhirkumar Nidmarti and Dr. N. Rajlaxmi alias Dr. Rajlaxmi Sudhirkumar Nidmarti, being the Party of the Second Part and also Hindumal Balmukund Investment Co. Pvt. Ltd., through Authorized Signatory Mr. Aditya Purushottam Lohia, being the Party of the Third Part, the right of way from the property described in Schedule "C" of the said Agreement was given to "The Excellaa". The said Agreement was duly registered in the Office of Sub-Registrar, Haveli No. 11, at Serial No. 15963/2022. In lieu of granting right of easement with respect to the strip of the land described in Schedule "C" and shown on the map annexed as Annexure "A" in red colour and subject to the said Party of the Second Part making available and maintaining the measurements as per plans and maintaining the total area of 219.20 Sq. Mtrs., "The Excellaa" has paid one-time Royalty amount of Rs.1,13,85,000/- by D. D. dated 25/07/2022 bearing No. 059642 drawn on HDFC Bank, East Street Branch, Pune on deducting an amount of Rs.1,15,000/- towards the TDS. By the said Agreement dated 25/07/2022, "The Excellaa" is made available the total approach road of 18 Mtrs. wide as clear right of way /road for the said property. In addition to above various other rights were given to the "The Excellaa" by the said Agreement.
 41. You have furnished me the copy of Memorandum of Understanding / Deed of Confirmation dated 25/07/2022 executed between "The Excellaa" and Vishwa Developers. As per the said MOU it appears that the said Vishwa Developers had filed Arbitration Application bearing MA No. 774/2018 before the Hon'ble District Court under the provisions of Section 9 of Arbitration and Conciliation Act, 1996 against Mrs. Rio Sharma. It appears that the said Application was rejected by the Hon'ble District Court by Order dated 05/08/2022. Against the said Order dated 05/08/2022, said Vishwa Developers through Mr. Jayant Mulay filed A. O. bearing Stamp No. 94545/2020, before the Hon'ble High Court, Mumbai.
 42. The said Vishwa Developers appears to be not interested in developing the said property, and with its consent, Rio Sharma executed the Sale Deed dated 30/03/2022 which was registered on 25/07/2022, with the Office of Sub-Registrar, Haveli No. 11, at Serial No. 15955/2022, in favour of "The Excellaa". As per the said MOU in lieu of Vishwa Developers, undertaking the responsibility to ensure clean, clear, and marketable title in favour of "The Excellaa" and further ensuring uninterrupted and peaceful possession of the said property and also towards consideration paid and expenses incurred against the

- said property, "The Excellaa" had paid an amount of Rs.3,71,25,000/- to Vishwa Developers by D. D. dated 25/07/2022, bearing No. 05964 drawn on HDFC Bank, East Street Branch, Pune, after deducting TDS of Rs.3,75,000/-.
43. Said Vishwa Developers had confirmed the cancellation of the MOU dated 26/11/2015 which was executed by Mrs. Rio Sharma in its favour. M/s. Vishwa Developers has also confirmed its consent to the Sale Deed dated 30/03/2022. M/s. Vishwa Developers has undertaken to clear all the third-party claims. In addition to above M/s. Vishwa Developers have also agreed to remove the objections raised by M/s. Mohar GD Builders LLP by Objection dated 14/04/2022 through Adv. Sudhakar Kale & Associates to the Public Notice published by Mrs. Rio Sharma in the daily newspapers "Times of India" and "Prabhat" dated 30/03/2022 and 28/03/2022.
44. As per the copy of Deed of Cancellation dated 25/07/2022, executed between Mrs. Rio Sharma and M/s. Vishwa Developers, have cancelled the MOU dated 26/11/2015. M/s. Vishwa Developers have also agreed to unconditionally withdraw Civil Application No. 774/2018 and Civil Appeal Stamp No.94545/2020 and Arbitration Petition No.59/2020 pending before Bombay High Court.
45. As per the copy of Deed of Cancellation dated 25/07/2022, executed between M/s. Vishwa Developers and Mohar-GD Builders LLP, said Mohar-GD Builders LLP has withdrawn its interest in purchasing the said property and understanding between the parties stands mutually cancelled and treated as null and void and ineffective. Said M/s. Vishwa Developers has refunded an amount of Rs.35,00,000/- to Mohar-GD Builders LLP, by Cheque dated 25/07/2022 bearing No. 261662 drawn on Janata Sahakari Bank Limited, Pune of Rs.15,00,000/- and by another cheque dated 25/07/2022 bearing No. 261661 drawn on Janata Sahakari Bank Limited, Pune of Rs.20,00,000/-.
46. You have also handed over me Certified Copy of Order passed by The Hon'ble Civil Court Senior Division dated 19/09/2022 in the Spl. C. S. 1117/2021 in the matter of M/s. Ajit Construction V/s. Mrs. Rio Sharma, wherein the suit was settled by a Mediator on the terms and conditions thereof.
47. Thus from the aforesaid discussion and subject to whatever stated above, I am of the opinion that you are the absolute owners of the said property mentioned herein above and you are having clean, clear, and marketable title.
48. You have furnished me certain mutations which has no direct bearing on the title but as those mutations are reflecting in the 7/12 extracts, same are mentioned herein below for your knowledge and information.
49. From Mutation Entry No. 201 dated 27/01/1937, it appears that the same was effected to record the names of the legal heirs of Late Sakharam Bhika Todkar. It further appears that the said Sakaram died on 26-11-1936 and the name of his Son i. e. Genu Sakharam Todkar was recorded for the property bearing S. No. 38/1 to 9 and S. No.39/2/3.
50. From Mutation Entry No. 216 dated 30/10/1938, it appears that the same was effected to record the names of the legal heirs of Late Rama Bhika Todkar. It further appears that the said Rama died on 03-10-1938 and the name of his Sons i. e. Bala and Keshav Rama Todkar was shown as Legal Heirs and out of them the name of Bala Rama Todkar was recorded as "the Manager of Joint Family" for the properties bearing S. No. 38/1 to 9, S. No.39/2, S. No.39/3 and S. No. 40.
51. From Mutation Entry No. 290 dated 26/08/1944, it appears that the same was effected to record the names of the legal heirs of Late Laxman Bhika Todkar. It further appears that the said Laxman died on 07-08-1944 and the name of his Son i. c. Gopal Laxman Todkar was shown as Legal Heir for the properties bearing S. No. 38/1 to 9, S. No.39/2, S. No.39/3 and S. No. 40.

52. From Mutation Entry No. 323 dated 22/01/1947, it appears that the same was effected to record the names of the legal heirs of Late Muktabai and Salubai Bhagu Todkar. It further appears that the said Late Muktabai and Salubai Bhagu Todkar died prior to 8 years of taking said Mutation Entry on 22/12/1947 and the names of Chinkabai and Savitribai were recorded as per the Order Hon'ble Civil Court passed on 03/12/1947 in Civil Suit No. 7694. The said Mutation was not legible. But it appears that the 1/6th share of the said Plaintiff i. e. Chinkabai and Savitribai was recorded for the properties bearing S. No. 38/1 to 9, S. No.39/2, S. No.39/3, S. No. 40, S. No.47/20/2 and S. No.28/5.
53. From the Mutation Entry No. 443 dated 20/01/1952, it appears that the properties of Tukaram Shripati Todkar, bearing S. No.38/1 and 38/3 were treated as "Fragment" as per Section 62 of the Fragmentation Act.
54. From Mutation Entry No. 743 dated 22/01/1964, it appears that the same was effected to record the names of legal heirs of Genu Sakharam Todkar who was survived by his two sons namely Babu and Dnyanu and the name of Babu was recorded as "Manager of Joint Family" for the properties bearing S. No. 38/1 to 9, S. No.39/2, S. No.39/3, S. No. 40 and S. No.47/20/2.
55. From the Mutation Entry No.744 dated 22/08/1964, it appears that the same was effected to record the names of Legal Heirs of Late Babu Tukaram Todkar was survived by Nivrutti, Raghunath, Datta, Hari Sonabai Bhagu Khaladkar, Nanabai Kisan Salunke, Kamalabai Babu Todkar, Gangubai Babu Todkar. The name of Nivrutti Babu Todkar was recorded as "Manager of Joint Family" for the properties bearing S. No. 38/1 to 9, S. No.39/2, S. No.39/3, S. No. 40 and S. No.47/20/2.
56. You have furnished me to 7/12 extracts from the year 1940 onwards. I have already referred to the concern relevant documents disclosing the title. But I have given the details above the 7/12 extracts for your ready reference.
57. It appears from the 7/12 extracts of the year 1940-41 upto 1952-53, for the property bearing Survey No.38/1-adm. 7 R that the name of Shripati Moru Todkar was bracketed and the name of Tukaram Shripati Todkar was entered in the said 7/12 extract. There is a remark of "Other 7". Against the name of Shripati Moru Todkar, there is a remark "3 Aana 2 Pai" and there is a remark of "2 Aana 8 Pai" against the name of Tukaram Shripati Todkar. You have also supplied the Supplement to the said 7/12 extract of the property bearing Survey No. 38/1 wherein the name of Babu Tukaram Todkar for "2 Aana 8 Pai", the name of Genu Sakharam Todkar for "2 Aana 8 Pai" the name of Gopal Laxman Todkar for "2 Aana 8 Pai", the name Bala Rama Todkar for "2 Aana 8 Pai" and the names of Chinkabai and Savitribai Bagu Todkar for "2 Aana 8 Pai" were entered in the said 7/12 extract. In the said 7/12 extract the name of Laxman Bhika Todkar was bracketed. In "Kul and Khand" Column there is a remark "Khudda (Self)" and the nature of cultivation was shown as "1". Thus at the relevant time the property was cultivated by the owners whose names were appearing in said 7/12 extract.
58. From the 7/12 extracts of the property bearing S. No. 38, Hissa No. 1 area adm. 7 R for the year 1953-54 upto 1965-66, it appears that the name of Tukaram Shripati Todkar with remark "and Other 7", for "2 Aana 8 Pai", was recorded. In the supplement to the said 7/12 extracts, the name of Babu Tukaram Todkar was bracketed and the name of Nivrutti Babu Todkar with remark "Karta of Joint Family" was recorded. It further appears that the name of Genu Sakharam Todkar was bracketed and the name of Babu Genu Todkar was recorded with the remark "Karta of Joint Family". The name of Gopala Laxman Todkar and Bala Rama Todkar was continued in the said 7/12 extracts. The name of Chinkabai and Savitribai Bagu Todkar was also continued in the said 7/12

- extracts. The cultivation columns also continued with the same remarks as per the 7/12 extract of the year 1940-41 upto 1952-53.
59. It further appears from the 7/12 extracts of the years 1953-54 upto 1964-65 of the property bearing S. No. 38/1 adm. 7 R that the name of Tukaram Shripati Todkar, Nivrutti Babu Todkar with the remark "Karta of Joint Family", Babu Genu Todkar with the remark "Karta of Joint Family", Gopala Laxman Todkar and Bala Rama Todkar, Chinkabai and Savitribai Bagu Todkar, were recorded in the column of Form No. 7. The cultivation columns continued with the same remarks.
 60. It appears from the 7/12 extracts of the year 1965-66 upto 1979-80 for the property bearing S. No. 38/1, adm. 3 H. 77 R that the names of Tukaram Shripati Todkar, Chinkabai and Savitribai Bagu Todkar, Talsa Mahadu Kamble, Sarubai Mukunda Gaikwad were bracketed, and name of Savitribai Sardarimal Mehta was recorded. In "Kul and Khand" Column there is a remark "Khudda" (Self) and the nature of cultivation is "1".
 61. The 7/12 extracts of the year 1980-81 upto 1990-91 are not made available, as per the Letter dated 21/01/2016 issued by Tahasildar, Mulshi, issued to Dhananjay More.
 62. It further appears from the 7/12 extracts of the property bearing S. No. 38/1/1, adm. 2 H. 97 R, for the year 1991-92 upto 2000-2001 that the names of Shri. N. Gopalkrishna, Dr. N. Sudhirkumar and Shri. N. Maheshkumar were recorded in the column of Occupation. The name of Farah Vakil was recorded against 40 R of land. The name of Smt. Rio Sharma was recorded for 40 R of land. The name of Darayas Manik Modi was recorded for 40 R of land. The names of Nirmal P. Anand, Smt. Jyoti Nirmal Anand, Karan Nirmal Anand and Anushankar Nirmal Anand were entered for 40 R of land.
 63. It further appears from the 7/12 extracts of the year 2001-2002 upto 2014-15, of the property bearing S. No. 38/1/A/1, adm. 2 H. 57 R. that the names of Rohan Vijay Pusalkar for 40 R, the names of Dr. N. Maheshkumar and N. Sudhirkumar for 97 R, the name Rio Sharma for 80 R and the name of Suhas Khushalchand Lunkad for 40 R was recorded. The name of Farah Vakil was 40 R was bracketed.
 64. It further appears from the 7/12 extracts of the year 2015-16 upto 2017-18 for the property bearing S. No. 38/1/A/1, adm. 2 H. 57 R. that the names of Rohan Vijay Pusalkar for 40 R, the names of Dr. N. Maheshkumar and N. Sudhirkumar for 97 R, the name Rio Sharma for 80 R and the name of Suhas Khushalchand Lunkad for 40 R was recorded. The name of Farah Vakil was 40 R was bracketed.
 65. It further appears from the 7/12 extracts of the year 2019-20 for the property bearing S. No. 38/1/A/1, adm. 2 H. 57 R. that the names of Rohan Vijay Pusalkar for 40 R, the names of Dr. N. Maheshkumar and N. Sudhirkumar for 97 R, the name Rio Sharma for 80 R and the name of Suhas Khushalchand Lunkad for 40 R was recorded. The name of Farah Vakil for 40 R was bracketed. In other rights column the encumbrance of Solhapur Janata Co-operative Bank Ltd., Branch Tilak Road, Pune of Rs.2,00,00,000/- against the name of Rohan Vijay Pusalkar was recorded. The encumbrance / charge of Cholamandalam Investment and Finance Co. Ltd., of Rs.3,38,00,000/- was recorded against the name Rohan Vijay Pusalkar.
 66. It further appears from the 7/12 extracts of the year 2021-22 for the property bearing S. No. 38/1/A/1, adm. 2 H. 57 R. that the names of Rohan Vijay Pusalkar for 40 R, the name of Suhas Khushalchand Lunkad for 40 R and the name of "The Excellaa" through Partner Nilesh Shamlal Agarwal and the name of "The Excellaa" through Partner Kishor Gurmajji Jain were recorded for 80 R of land. The names of Dr. N. Maheshkumar and N. Sudhirkumar, Farah Vakil and Rio Sharma were bracketed. In other rights column the encumbrance of Solhapur Janata Co-operative Bank Ltd., Branch Tilak Road, Pune

of Rs.2,00,00,000/- against the name of Rohan Vijay Pusalkar was recorded. The encumbrance / charge of Cholamandalam Investment and Finance Co. Ltd., of Rs.3,38,00,000/- was recorded against the name Rohan Vijay Pusalkar. There are remarks of "Chalu Pad" and "Ghar Pad" (House Property) was recorded and in all three accounts bearing Nos. 527, 840 and 10406 were recorded as "Chalu Pad" and Account No.144 was recorded as "Ghar Pad".

4. Thus from all the aforesaid documents and subject to aforesaid discussion, in my opinion you have clean, clear and marketable title in the aforesaid property.
5. Any other relevant Title – No
6. Litigation if Any – Not Applicable

S.T.Bhattad
Advocate

Date 23/04/2025

