

NAVNEET MUTHA

Advocate

8, Jay Apartments, 1098/14, Model Colony, Pune 411 016; Tel.020-25676100;
email: navneetmutha@gmail.com

3rd March 2022

To,

Maharashtra Real Estate Regulatory Authority

Housefin Bhavan, Plot No.C-21, E-Block

Bandra Kurla Complex, Bandra (E)

Mumbai: 400 051

LEGAL TITLE REPORT

Sub: Title Clearance Certificate with respect to all that piece and parcel of the non-agricultural land admeasuring 06 Hectares 44 Ares i.e. 64400 sq.mtrs., comprising: Gat No.248, Gat No.249, Gat No.250, Gat No.251 & Gat No.254, admeasuring 00 Hectare 86 Are, situated at village Somatane, Taluka Maval, District Pune [more particularly described in clause No.1. sub clause No.1) below and hereinafter referred to as the said **Land**].

Sirs,

1. I have investigated the title of the said Land on the request of Turquoise Housing LLP (formerly known as Turquoise Housing Pvt. Ltd.), having address at Office No.403 & 503, 4th & 5th Floor, Supreme Square, D.P. Road, Aundh, Pune 411 007 (**Owner/Promoter**) and the following documents.

1) **Description of the said Land:**

All that piece and parcel of the non-agricultural land, admeasuring **06 Hectares 44 Ares i.e. 64400 sq. mtrs.** (including area under 90 mt wide Road, admeasuring 3632.47 sq.mtrs and area under 15 mt wide road admeasuring 754.08 sq.mtrs.), comprising the lands bearing: (i) **Gat No.248**, admeasuring 00 Hectare 67 Are, (ii) **Gat No.249**, admeasuring 01 Hectare 90 Are, plus *Potkharaba* 00 Hectare 02 Are, totally admeasuring 01 Hectare 92 Are, (iii) **Gat No.250**, admeasuring 01 Hectare 57 Are, (iv) **Gat No.251**, admeasuring 01 Hectare 42 Are, and (v) **Gat No.254**, admeasuring 00 Hectare 86 Are, situated at village Somatane, Taluka Maval, District Pune, within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti Maval, Grampanchayat Somatane and Pune Metropolitan Regional Development Authority (PMRDA) and within jurisdiction of Sub Registrar, Maval, Pune [herein referred to as the said Land].

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- 2) Documents in respect of the said Land (more particularly enumerated in the Title Report annexed herewith).
 - 3) 7/12 extracts for the years 1976-77 to 2021-22 & Relevant Mutation Entries.
 - 4) Search Report for last 30 years.
2. On perusal of the abovementioned documents and all other relevant documents/information relating to the title of the said Land supplied to me and, subject to whatever stated in the Title Report annexed hereto, I am of the opinion that the title of the belowmentioned Owner/Promoter to the said Land is clear, marketable and without any encumbrances.

Owner of the said Land

Gat Nos.

Turquoise Housing LLP
(formerly known as Turquoise
Housing Pvt. Ltd.)

248, 249, 250, 251 & 254,
at Somatane Tal. Maval, Dist. Pune

Qualifying Comments/Remarks: Not Applicable.

3. The Search and Title Report of even date, reflecting the flow of the title of the Owner/Promoter in respect of the said Land is enclosed herewith as annexure.

Encl: Search and Title Report.

N.S. Mutha.



(Navneet Mutha)

Advocate

Pune, dated 03.03.2022

CC:

*Turquoise Housing LLP (formerly known as Turquoise Housing Pvt. Ltd.)
Office No.403 & 503, 4th & 5th Floor, Supreme Square, D.P. Road, Aundh,
Pune 411 007.*

NAVNEET MUTHA

Advocate

8, Jay Apartments, 1098/14, Model Colony, Pune 411 016; Tel.020-25676100;
email: navneetmutha@gmail.com

To,

3rd March 2022

Turquoise Housing LLP,
(formerly known as Turquoise Housing Pvt. Ltd.)
Office No.403 & 503, Supreme Square,
D.P. Road, Aundh, Pune 411007.

Kind Attn: Mr. Vishal Jumani, Designated Partner.

Sub: Search & Title Report

Sirs,

Please find hereunder the Search & Title Report in respect of the belowmentioned land.

1. **Description of the Land:**

All that piece and parcel of the non-agricultural land, admeasuring **06 Hectares 44 Ares i.e. 64400 sq. mtrs.** (including area under 90 mt wide Road, admeasuring 3632.47 sq.mtrs and area under 15 mt wide road admeasuring 754.08 sq.mtrs.), comprising the lands bearing: **(i) Gat No.248**, admeasuring 00 Hectare 67 Are, **(ii) Gat No.249**, admeasuring 01 Hectare 90 Are, plus *Potkharaba* 00 Hectare 02 Are, totally admeasuring 01 Hectare 92 Are, **(iii) Gat No.250**, admeasuring 01 Hectare 57 Are, **(iv) Gat No.251**, admeasuring 01 Hectare 42 Are, and **(v) Gat No.254**, admeasuring 00 Hectare 86 Are, situated at village Somatane, Taluka Maval, District Pune, within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti Maval, Grampanchayat Somatane and Pune Metropolitan Regional Development Authority (PMRDA) and within jurisdiction of Sub Registrar, Maval, Pune (hereinafter collectively referred to as the said **Land**).

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2. Instructions & Documents:

- 2.1 As per your instructions, I have been called upon to investigate the title of the said Land and assess the marketability thereof and, accordingly, issue a report in respect therewith.
- 2.2 You have placed and caused to be placed in my hands the copies of the following documents and have given/made and caused to be given/made the necessary information/ representation to me in respect of or relating to the said Land:

2.2.1 In respect of Gat No.248:

- (1) 7, 7A & 12 extracts for the year 1976-77 to 2021-22.
- (2) Relevant Mutation Entry Extracts.
- (3) Consolidation Scheme Extract.
- (4) Sale Deed dated 28.04.1983, executed by Keshav Raghu Murhe in favour of Khaikhashroo Mancher Irani through his natural guardian father Mr.Mancher Khodabanda Irani, which is registered in the office of Sub Registrar, Maval at Sr.No.819/1983 on 29.12.1983.
- (5) Agreement for Sale dated 23.07.2012, executed by Khaikhashroo Mancher Irani in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar Lonavala, at Sr.No.2944/2012 on the same day.
- (6) Irrevocable Power of Attorney dated 23.07.2012, executed by Khaikhashroo Mancher Irani in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar Lonavala, at Sr.No.2945/2012 on the same day.

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- (7) Deed of Conveyance, dated 05.12.2014 executed by Khaikhashroo Mancher Irani in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar Lonavala, at Sr.No.4126/2014 on the same day.

2.2.2 In respect of Gat No.249:

- (1) 7, 7A & 12 extracts for the year 1976-77 to 2021-22.
- (2) Relevant Mutation Entry Extracts.
- (3) Consolidation Scheme Extract.
- (4) Sale Deed dated 10.12.1980, executed by Keshav Raghu Murhe and Laxman Raghu Murhe in favour of Rustom Khodabanda Beham Rahiman & Minu Meher Khodabanda Beham Rahiman, which is registered in the office Sub Registrar, Maval at Sr.No.1608/1980 on 12.12.1980.
- (5) Deed of Correction dated 16.01.1981 executed by Keshav Raghu Murhe and Laxman Raghu Murhe in favour of Rustom Khodabanda Beham Rahiman & Minu Meher Khodabanda Beham Rahiman, which is registered in the office Sub Registrar, Maval at Sr.No.125/1981 on the same day.
- (6) Court Proceedings of Regular Civil Suit bearing No.139/2008.
- (7) *Bechanpatra*, dated 26.04.2011, executed Keshav Raghu Murhe & another in favour of Shahaji Ganpat Murhe & another, which is registered in the office of Sub Registrar, Lonavala at Sr.No.1730/2011 on the same day.
- (8) Irrevocable Power of Attorney dated 26.04.2011, executed Keshav Raghu Murhe & another in favour of Shahaji Ganpat Murhe & another, which is registered in the office of Sub Registrar, Lonavala at Sr.No.1731/2011 on the same day.
- (9) Notice of *Lis Pendence* dated 18.08.2011 executed by Dilip Laxman Murhe, which is registered in the office of Sub Registrar, Maval at Sr.No.5234/2011 on the same day,

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- (10) *Bechanpatra*, dated 14.11.2011, executed by Dilip Laxman Murhe & others in favour of Shailendra Dyaneshwar Dhamale & others, which is registered in the office of Sub Registrar, Lonavala at Sr.No.4805/2011 on the same day.
- (11) Irrevocable Power of Attorney dated 14.11.2011, executed by Dilip Laxman Murhe & others in favour of Shailendra Dyaneshwar Dhamale & others, which is registered in the office of Sub Registrar, Lonavala at Sr.No.4806/2011 on the same day.
- (12) Agreement for Sale dated 20.07.2012, executed by Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani and Minu Meher Khudabanda Rahiman alias Mancher Khudabanda Irani, with the consent of Dilip Laxman Murhe & others, Shailendra Dyaneshwar Dhamale & others, Keshav Raghu Murhe & another and Shahaji Ganpat Murhe & another in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.2916/2012 on 23.07.2012.
- (13) Irrevocable Power of Attorney dated 20.07.2012, executed by Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani & Minu Meher Khudabanda Rahiman alias Mancher Khudabanda Irani, Dilip Laxman Murhe & others, Shailendra Dyaneshwar Dhamale & others, Keshav Raghu Murhe & another and Shahaji Ganpat Murhe & another in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.2917/2012.
- (14) Declaration cum Indemnity dated 20.07.2012, executed by Dilip Laxman Murhe & others, which is registered in the office of Sub Registrar, Lonavala at Sr.No.2918/2012 on 20.07.2012.
- (15) Irrevocable Power of Attorney dated 20.07.2012, executed by Dilip Laxman Murhe & others in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.2919/2012 on 20.07.2012.

- (16) Declaration cum Indemnity dated 20.07.2012, executed by Keshav Raghu Murhe & another, which is registered in the office of Sub Registrar, Lonavala at Sr.No.2920/2012 on 20.07.2012.
- (17) Irrevocable Power of Attorney dated 20.07.2012, executed by Keshav Raghu Murhe & another in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.2921/2012 on 20.07.2012.
- (18) Declaration cum Indemnity dated 20.07.2012, executed by Shailendra Dyaneshwar Dhamale & others, which is registered in the office of Sub Registrar, Lonavala at Sr.No.2922/2012 on 20.07.2012.
- (19) Irrevocable Power of Attorney dated 20.07.2012, executed by Shailendra Dyaneshwar Dhamale & others in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.2923/2012 on 20.07.2012.
- (20) Declaration cum Indemnity dated 20.07.2012, executed by Shahaji Ganpat Murhe & another, which is registered in the office of Sub Registrar, Lonavala at Sr.No.2933/2012.
- (21) Irrevocable Power of Attorney dated 20.07.2012, executed by Shahaji Ganpat Murhe & another in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.2934/2012 on 23.07.2012.
- (22) Deed of Conveyance dated 05.12.2014, executed by Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani and Minu Meher Khudabanda Rahiman alias Mancher Khudabanda Irani, with the consent of Dilip Laxman Murhe & others, Shailendra Dyaneshwar Dhamale & others, Keshav Raghu Murhe & another and Shahaji Ganpat Murhe & another in

favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.4128/2014 on the same day.

2.2.3 In respect of Gat No.250:

- (1) 7, 7A & 12 extracts for the year 1976-77 to 2021-22.
- (2) Relevant Mutation Entry Extracts.
- (3) Consolidation Scheme Extract.
- (4) Sale Deed dated 02.06.1982, executed by Damu Namdeo Murhe & Ganpat Namdeo Murhe in favour of Shapoor Mancher Irani, which is registered in the office of Sub Registrar, Maval at Sr.No.943/1982 on 02.06.1982.
- (5) Agreement for Sale dated 23.07.2012, executed by Shapoor Mancher Irani, with the consent of Shahaji Ganpat Murhe & others, in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.2935/2012 on 23.07.2012.
- (6) Irrevocable Power of Attorney dated 23.07.2012, executed by Shapoor Mancher Irani in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.2936/2012 on 23.07.2012.
- (7) Irrevocable Power of Attorney dated 23.07.2012, executed by Shahaji Ganpat Murhe in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.2937/2012 on the same day.
- (8) Declaration cum Indemnity dated 23.07.2012, executed by Tukaram Ganpat Murhe & others, which is registered in the office of Sub Registrar, Lonavala at Sr.No.2938/2012 on the same day.
- (9) Irrevocable Power of Attorney dated 23.07.2012, executed by Narayan Ganpat Murhe & others in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.2939/2012 on the same day.

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- (10) Deed of Conveyance dated 05.12.2014, executed by Shapoor Mancher Irani, with the consent of Shahaji Ganpat Murhe & others, in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.4125/2014 on the same day.

2.2.4 In respect of Gat No.251:

- (1) 7, 7A & 12 extracts for the year 1976-77 to 2021-22.
- (2) Relevant Mutation Entry Extracts.
- (3) Consolidation Scheme Extract.
- (4) Agreement for Sale dated 23.07.2012, executed by Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani and Minucheher Khudabanda Rahiman alias Mancher Khudabanda Irani, in favour of Turquoise Housing Pvt. Ltd. which is registered in the office of Sub Registrar, Lonavala at Sr.No.2942/2012 on 23.07.2012.
- (5) Irrevocable Power of Attorney 23.07.2012, executed by Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani and Minucheher Khudabanda Rahiman alias Mancher Khudabanda Irani in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.2943/2012 on 23.07.2012.
- (6) Deed of Declaration and Indemnity dated 23.07.2012, executed by Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani and Minucheher Khudabanda Rahiman alias Mancher Khudabanda Irani in favour of Turquoise Housing Pvt. Ltd.
- (7) Deed of Conveyance dated 05.12.2014, executed by Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani and Minucheher Khudabanda Rahiman alias Mancher Khudabanda Irani, in favour of

Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.4129/2014 on 05.12.2014.

2.2.5 In respect of Gat No.254:

- (1) 7, 7A & 12 extracts for the year 1976-77 to 2021-22.
- (2) Relevant Mutation Entry Extracts.
- (3) Consolidation Scheme Extract.
- (4) Sale Deed dated 23.05.1984, executed by Shankar Rambhau Murhe & others in favour of Mancher Khudabanda Whemardiyan alias Mancher Khudabanda Irani, which is registered in the office of Sub Registrar, Maval, at Sr.No.1093/1984 on the same day.
- (5) Agreement for Sale dated 23.07.2012, executed by Mancher Khudabanda Whemardiyan alias Mancher Khudabanda Irani, in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.2946/2012 on 23.07.2012.
- (6) Irrevocable Power of Attorney dated 23.07.2012, executed by Mancher Khudabanda Whemardiyan alias Mancher Khudabanda Irani, in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.2947/2012 on 23.07.2012.
- (7) Deed of Conveyance dated 05.12.2014, executed by Mancher Khudabanda Whemardiyan alias Mancher Khudabanda Irani, in favour of Turquoise Housing Pvt. Ltd., which is registered in the office of Sub Registrar, Lonavala at Sr.No.4127/2014 on 05.12.2014.

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2.2.6 **Common Documents in respect of the said Land:**

- (1) N.A. Order bearing No.*PaMaAa/NA/SR/521/2014* dated 12.11.2014 passed by the Collector, Pune.
- (2) Development Permission and Commencement Certificate by PMRDA, bearing outward No.*DP/BMA/Mou.Somatane/G.No.248 & others/ Pra.Kra. 1543/16-17* dated 31.10.2018.
- (3) Sanctioned Plans.
- (4) Certificate of Registration dated 29.10.2022 in respect of conversion of Turquoise Housing Private Limited to Turquoise Housing LLP.
- (5) Environmental Clearance Certificate No. *SIA/MH/MIS/166368/2020* dated 03.09.2021.
- (6) Other relevant documents.

3. **Search :**

- 3.1 I caused to take a search in the concerned office/s of Sub Registrar/s as well as on the web portal of "Department of Registration & Stamps, Maharashtra" in respect of the said Land through Mr.Omkar B. Gokhale, Advocate, for the last 30 years for the purpose of which he issued a Search Report dated 03.03.2022; whereby he mentioned that, on perusing all the concerned and available records (physical as well as digital), he did not find any adverse entry/transaction in respect of the said Land.
- 3.2 I caused to publish public notices in daily "Loksatta" and "Indian Express" on 15.01.2022 for the purpose of investigation of the title of said Land and, as such, called for objections, if any, from any person/s who may claim to have any right, title or interest in the said Land. However, I did not receive any objection in respect therewith till date.

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4. Incidences:

The concerned documents in respect of the said Land disclose the below mentioned facts:

4.1 Antecedents of Gat No.248, admeasuring 00 Hectare 67 Are:

4.1.1 It appears that the Consolidation Scheme under the provisions of the Bombay Prevention of Fragmentation and Consolidation of Holding Act, 1947 in respect of Village Somatane was implemented in the year 1975 and in pursuance thereof a land bearing Survey No.36, Hissa No.1A/3, admeasuring 00 Hectare 67 Are, was allotted Gat No.248 (**said Gat No.248**) and the same was shown in the name of one Keshav Raghu Murhe in the concerned revenue records vide Mutation Entry No.1 dated 16.01.1975.

4.1.2 It appears that said Keshav (Kesu) Raghu Murhe availed a loan of Rs.4000/- on 20.07.1977 from *Talegaon Vividh Karyakari Cooperative Society* (said Society) by executing a Note of Acknowledgment (*Ikarar*) in its favour consequent to which a charge was, *inter alia*, created upon the said Gat No.248 to the extent of the said amount and the same is reflected in the 'other rights column' of the concerned 7/12 records thereof, as is witnessed by the Mutation Entry No.701 dated 20.07.1977.

4.1.3 It appears that the said Keshav (Kesu) Raghu Murhe further availed a loan of Rs.3000/- on 13.07.1981 from the said Society by executing a Note of Acknowledgment (*Ikarar*) in its favour consequent to which a charge was created upon the said Gat No.248 to the extent of the said amount and the same is reflected in the 'other rights column' of the concerned 7/12 records thereof, as is witnessed by the Mutation Entry No.820 dated 13.07.1981.

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- 4.1.4 It appears that pursuant to a Sale Deed dated 28.04.1983, registered in the office of Sub Registrar, Maval at Sr.No.819/1983 on 29.12.1983, the said Keshav Raghu Murhe sold and transferred the said Gat No.248 to and in favour of one Khaikhashroo Mancher Irani (through his natural guardian father Mr.Mancher Khudabanda Irani) and, accordingly, name of the purchaser was mutated in the concerned revenue records vide Mutation Entry No.890 dated 30.12.1983.
- 4.1.5 It appears from Mutation Entry No.892 dated 30.12.1983 that the entire outstanding loan amount standing in the name of the said Keshav Raghu Murhe has been re-paid to the said Society, and, accordingly, the endorsement of the charges created was deleted from the Other Rights column of the concerned 7/12 records of the said Gat No.248.
- 4.1.6 It appears from Mutation Entry No.1332 dated 20.12.1996 that the endorsement of the charge created and appearing in the Other Rights column of the concerned 7/12 records of the said Gat No.248 was deleted.
- 4.1.7 It appears that pursuant to an Agreement for Sale dated 23.07.2012, registered in the office of Sub Registrar Lonavala, at Sr.No.2944/2012 on the same day, the said Khaikhashroo Mancher Irani agreed to sell and transfer the said Gat No.248 to and in favour of one Turquoise Housing Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 (THPL), on such terms and conditions as are stipulated therein.
- 4.1.8 It further appears that pursuant to an Irrevocable Power of Attorney dated 23.07.2012, registered in the office of Sub Registrar Lonavala, at Sr.No.2945/2012 on the same day, the said Khaikhashroo Mancher Irani

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empowered THPL to perform various acts, deeds and things in respect of or relating to the said Gat No.248.

- 4.1.9 It appears from Mutation Entry No.2917 dated 14.08.2014 that due to attainment of majority by the said Khaikhashroo Mancher Irani, an endorsement thereof was effected in the concerned revenue records pertaining to said Gat No.248.
- 4.1.10 It appears that pursuant to a Deed of Conveyance, dated 05.12.2014 registered in the office of Sub Registrar Lonavala, at Sr.No.4126/2014 on the same day, the said Khaikhashroo Mancher Irani sold and transferred the said Gat No.248 to and in favour of THPL, by obtaining order for using the same for non-agricultural purposes (as mentioned hereunder), and, accordingly, name of THPL was recorded in the concerned revenue records vide Mutation Entry No.2948 dated 16.12.2014.
- 4.1.11 It appears from Mutation Entry No.3068 dated 10.01.2017 that as per order of Tehsildar Haveli, Pune, passed under *e-Pherfar* Scheme for matching up physical and digital records, name of THPL was corrected in the concerned digital revenue records pertaining to said Gat No.248.
- 4.2 **Antecedents of Gat No.249, admeasuring 01 Hectare 90 Are, plus Potkharaba 00 Hectare 02 Are, totally admeasuring 01 Hectare 92 Are:**
- 4.2.1 As mentioned above that the Consolidation Scheme under the provisions of the Bombay Prevention of Fragmentation and Consolidation of Holding Act, 1947 in respect of Village Somatane was implemented in the year 1975 and in pursuance thereof a land bearing Survey No.36, Hissa No.2 (Pt)/A, admeasuring 01 Hectare 90 Are, plus *Potkharaba* 00 Hectare 02 Are, totally admeasuring 01 Hectare 92 Are was allotted Gat No.249 (**said Gat No.249**)

and the same was shown in the names of Keshav Raghu Murhe & Laxman Raghu Murhe and the remark of 'subject to S.84C of Bombay Tenancy and Agricultural Lands Act' was recorded in the other rights column in the concerned revenue records vide Mutation Entry No.1 dated 16.01.1975.

- 4.2.2 As mentioned above, the said Keshav (Kesu) Raghu Murhe availed a loan of Rs.4000/- on 20.07.1977 from the said Society by executing a Note of Acknowledgment (*Ikarar*) in its favour consequent to which a charge, *inter alia*, was created upon the said Gat No.249 to the extent of the said amount and the same was reflected in the 'other rights column' of the concerned 7/12 records thereof as is witnessed by the aforesaid Mutation Entry No.701 dated 20.07.1977.
- 4.2.3 It appears that pursuant to a Sale Deed dated 10.12.1980, registered in the office Sub Registrar, Maval at Sr.No.1608/1980 on 12.12.1980, read with a Deed of Correction dated 16.01.1981, registered in the office Sub Registrar, Maval at Sr.No.125/1981 on the same day, the said Keshav Raghu Murhe and Laxman Raghu Murhe sold and transferred the said Gat No.249 to and in favour of one Rustom Khudabanda Beham Rahiman & Minu Meher Khudabanda Beham Rahiman and, accordingly, their names were mutated in the concerned revenue records vide Mutation Entry No.804 dated 03.03.1981.
- 4.2.4 It appears from Mutation Entry No.841 dated 09.09.1981 that the endorsement of the charge created and appearing in the Other Rights column of the concerned 7/12 records of the said Gat No.249 was deleted.

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- 4.2.5 It appears that the legal heirs of the said Laxman Raghu Murhe (1) Dilip Laxman Murhe, (2) Vinayak Laxman Murhe, (3) Dattatraya Laxman Murhe & (4) Muktabai Laxman Murhe (**Plaintiffs**) filed Regular Civil Suit bearing No.139/2008 on 24.06.2008 (said **Suit**) against: (1) said Rustom Khudabanda Beham Rahiman & (2) Minu Meher Khudabanda Beham Rahiman and (3) the said Keshav Raghu Murhe (**Defendants**) in the Court of Hon'ble Civil Judge Junior Division, Vadgaon wherein the Plaintiffs, *inter alia*, prayed for: Declaration of ascertaining Plaintiffs' undivided shares in the suit property (i.e. the said Gat No.249), and cancellation of the aforementioned Sale Deed dated 10.12.1980 executed in favour of Nos.(1) & (2) of the Defendants in respect of suit property and such other consequential reliefs.
- 4.2.6 It appears that pursuant to an instrument titled as *Bechanpatra*, dated 26.04.2011, registered in the office of Sub Registrar, Lonavala at Sr.No.1730/2011 on the same day, the said Keshav Raghu Murhe, along with his wife Bababai Keshav Murhe (said **Keshav Raghu Murhe & another**), sold/transferred/assigned their so called one-half undivided share in the said Gat No.249 in favour of one Shahaji Ganpat Murhe and Jalinder Nandakumar Jore (said **Shahaji Ganpat Murhe & another**).
- 4.2.7 It further appears that pursuant to an Irrevocable Power of Attorney dated 26.04.2011, registered in the office of Sub Registrar, Lonavala at Sr.No.1731/2011 on the same day, the said Keshav Raghu Murhe & another appointed the said Shahaji Ganpat Murhe & another for performing various acts, deeds and things in respect of the aforesaid one-half share in the said Gat No.249.

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- 4.2.8 It appears that No.(1) of the Plaintiffs viz. Dilip Laxman Murhe, in pursuance of the said Suit, executed a Notice of *Lis Pendence* dated 18.08.2011, registered in the office of Sub Registrar, Maval at Sr.No.5234/2011 on the same day, and, accordingly, remark thereof was made in the Other Rights Column of the concerned revenue records pertaining to the said Gat No.249 vide Mutation Entry No.2693 dated 12.09.2011.
- 4.2.9 It appears that pursuant to an instrument titled as *Bechanpatra* dated 14.11.2011, registered in the office of Sub Registrar, Lonavala at Sr.No.4805/2011 on the same day, the Plaintiffs, along with their respective family members (said **Dilip Laxman Murhe & others**), sold/transferred/assigned their so called one-half undivided share in the said Gat No.249 to and in favour of one Shailendra Dyaneshwar Dhamale, Sandeep Vasanttrao Ghare & Macchindra Laxman Murhe (said **Shailendra Dyaneshwar Dhamale & others**).
- 4.2.10 It further appears that pursuant to an Irrevocable Power of Attorney dated 14.11.2011, registered in the office of Sub Registrar, Lonavala at Sr.No.4806/2011 on the same day, the said Dilip Laxman Murhe & others appointed the said Shailendra Dyaneshwar Dhamale & others for performing various acts, deeds and things in respect of or relating to their aforesaid so called one-half undivided share in the said Gat No.249.
- 4.2.11 It appears from Mutation Entry No.2717 dated 13.01.2012 that, by an order of Tehsildar, Maval bearing No.*TaMaKa/VaShi/2523/2011* dated 10.01.2012, the remark in respect of 'S.84C of Bombay Tenancy and Agricultural Lands Act' was removed.

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- 4.2.12 It appears that the Plaintiffs, with a view to amicable out of court settlement of the said Suit *inter se* them and the Defendants, filed a petition on 22.06.2012 in the said Suit and prayed to the Hon'ble Court to allow them to withdraw the said Suit and, subsequently, filed a *Purshis* in respect thereto on 28.06.2012, whereupon the said Suit has been, accordingly, withdrawn and disposed of by the Hon'ble Court as per its order of even date.
- 4.2.13 It appears that, pursuant to an Agreement for Sale dated 20.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2916/2012 on 25.07.2012, the said Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani (being the Vendor No.1 therein) and Minu Meher Khudabanda Rahiman alias Mancher Khudabanda Irani (being the Vendor No.2 therein), with the consent of said Dilip Laxman Murhe & others (being First Confirming Parties therein), said Shailendra Dyaneshwar Dhamale & others (being Second Confirming Parties therein), said Keshav Raghu Murhe & another (being Third Confirming Parties therein) and said Shahaji Ganpat Murhe & another (being Fourth Confirming Parties therein), agreed to sell and transfer the said Gat No.249 to and in favour of THPL (being Purchaser therein), on such terms and conditions as are stipulated therein.
- 4.2.14 It further appears that pursuant to an Irrevocable Power of Attorney dated 20.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2917/2012 on 25.07.2012, the said Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani and the said Minu Meher Khudabanda Rahiman alias Mancher Khudabanda Irani appointed THPL for performing various acts, deed and things in respect of the said Gat No.249.

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- 4.2.15 It appears that the said Dilip Laxman Murhe & others executed a Declaration cum Indemnity, dated 20.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2918/2012 on the same day, whereby, inter alia, they declared that all their so called rights, titles, interests and claims in the said Gat No.249 have been relinquished/released by them and further agreed to indemnify THPL in respect of any claim that may arise in respect of the said Gat No.249.
- 4.2.16 It appears that pursuant to an Irrevocable Power of Attorney dated 20.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2919/2012 on the same day, the said Dilip Laxman Murhe & others appointed THPL to perform various acts, deeds and things in respect of or relating to their so called undivided share in the said Gat No.249.
- 4.2.17 It appears that the said Keshav Raghu Murhe & another executed a Declaration cum Indemnity, dated 20.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2920/2012 on the same day, whereby, inter alia, they declared that all their so called rights, titles, interests and claims in the said Gat No.249 have been relinquished/released by them and further agreed to indemnify THPL in respect of any claim that may arise in respect of the said Gat No.249.
- 4.2.18 It further appears that, pursuant to an Irrevocable Power of Attorney dated 20.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2921/2012 on the same day, the said Keshav Raghu Murhe & another appointed THPL to perform various acts, deeds and things in respect of or relating to their so called undivided share in the said Gat No.249.

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- 4.2.19 It appears that the said Shailendra Dyaneshwar Dhamale & others executed a Declaration cum Indemnity, dated 20.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2922/2012 on the same day, whereby, inter alia, they declared that all their so called rights, titles, interests and claims in the said Gat No.249 have been relinquished/released by them and further agreed to indemnify THPL in respect of any claim that may arise in respect of the said Gat No.249.
- 4.2.20 It further appears that pursuant to an Irrevocable Power of Attorney dated 20.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2923/2012 on the same day, the said Shailendra Dyaneshwar Dhamale & others appointed THPL for performing various acts, deeds and things in respect of or relating to the so called undivided share in the said Gat No.249.
- 4.2.21 It appears that the said Shahaji Ganpat Murhe & another executed a Declaration cum Indemnity, dated 20.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2933/2012, whereby, inter alia, they declared that all their so called rights, titles, interests and claims in the said Gat No.249 have been relinquished/released by them and further agreed to indemnify THPL in respect of any claim that may arise in respect of the said Gat No.249.
- 4.2.22 It further appears that pursuant to an Irrevocable Power of Attorney dated 20.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2934/2012, the said Shahaji Ganpat Murhe & another appointed THPL for performing various acts, deeds and things in respect of or relating to their so called undivided share in the said Gat No.249.

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4.2.23 It appears that the aforementioned remark of *Lis Pendence* made in the Other Rights Column of the concerned revenue records pertaining to the said Gat No.249 under Mutation Entry No.2693 was subsequently removed vide Mutation Entry No.2916 dated 14.08.2014.

4.2.24 It appears that pursuant to a Deed of Conveyance dated 05.12.2014, registered in the office of Sub Registrar, Lonavala at Sr.No.4128/2014 on the same day, the said Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani and Minu Meher Khudabanda Rahiman alias Mancher Khudabanda Irani, with the consent of the said Dilip Laxman Murhe & others, the said Shailendra Dyaneshwar Dhamale & others, the said Keshav Raghu Murhe & another and the said Shahaji Ganpat Murhe & another, sold and transferred the said Gat No.249 to and in favour of THPL, by obtaining order for using the same for non-agricultural purposes (as mentioned hereunder), and accordingly, name of THPL was mutated in the concerned revenue records vide Mutation Entry No.2947 dated 16.12.2014.

4.2.25 It appears from Mutation Entry No.3083 dated 27.01.2017 that, as per order of Tehsildar Maval, passed in the *e-Pherfar* scheme for harmonizing handwritten revenue records vis-à-vis computerized revenue records and rectifying errors therein, the computerized 7/12 records were rectified/re-recorded accordingly.

4.3 **Antecedents of Gat No.250, admeasuring 01 Hectare 57 Are:**

4.3.1 As mentioned above, that the Consolidation Scheme under the provisions of the Bombay Prevention of Fragmentation and Consolidation of Holding Act, 1947 in respect of Village Somatane was implemented in the year 1975 and in pursuance thereof a land admeasuring 01 Hectare 57 Are, comprising of

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Survey No.31, Hissa No.1A + 6 (Pt.)/1 and Survey No.31, Hissa No.5A, was allotted Gat No.250 (**said Gat No.250**) and the same was shown in the name of Damu Namdeo Murhe in the concerned revenue records vide Mutation Entry No.1 dated 16.01.1975.

- 4.3.2 It appears that, said Damu Namdeo Murhe availed a loan of Rs.27,000/- from *Talegaon St. Vividh Karyakari Cooperative Society* (i.e. the said Society) by executing a Note of Acknowledgment (*Ikarar*) in its favour; consequent to which a charge was created *inter alia* upon the said Gat No.250 to the extent of the said amount and the same was reflected in the 'other rights column' of the concerned 7/12 records thereof, as is witnessed by the Mutation Entry No.718 dated 06.06.1978.
- 4.3.3 It appears from Mutation Entry No.857 dated 14.06.1982 that the endorsement of the charge of Bank of India appearing in the other rights column of the concerned 7/12 records of the said Gat No.250 was deleted.
- 4.3.4 It appears that pursuant to a Sale Deed, dated 02.06.1982, registered in the office of Sub Registrar, Maval at Sr.No.943/1982 on the same day, the said Damu Namdeo Murhe along with one Ganpat Namdeo Murhe, sold and transferred the said Gat No.250 to and in favour of Shapoor Mancher Irani (through his natural guardian father Mancher Khudabanda Irani) and, accordingly, his name was mutated in the concerned revenue records vide Mutation Entry No.860 dated 14.08.1982.
- 4.3.5 As mentioned above, it appears from Mutation Entry No.1332 dated 20.12.1996 that the endorsement of the charge created and appearing in the Other Rights column of the concerned 7/12 records of the said Gat No.250 was deleted.

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- 4.3.6 It appears that pursuant to an Agreement for Sale dated 23.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2935/2012 on the same day, the said Shapoor Mancher Irani, with the consent of one Shahaji Ganpat Murhe, agreed to sell and transfer the said Gat No.250 in favour of THPL, on such terms and conditions as are stipulated therein.
- 4.3.7 It further appears that pursuant to Irrevocable Power of Attorney dated 23.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2936/2012 on the same day, the said Shapoor Mancher Irani appointed THPL for performing various acts, deed and things in respect of the said Gat No.250.
- 4.3.8 It further appears that pursuant to Irrevocable Power of Attorney dated 23.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2937/2012 on the same day, the said Shahaji Ganpat Murhe appointed THPL for performing various acts, deed and things in respect of the said Gat No.250.
- 4.3.9 It appears that the one Narayan Ganpat Murhe and others executed a Declaration cum Indemnity, dated 23.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2938/2012 on the same day, whereby, inter alia, they declared that all their so called rights, titles, interests and claims in the said Gat No.250 have been relinquished/released by them and further agreed to indemnify THPL in respect of any claim that may arise in respect of the said Gat No.250.
- N377

- 4.3.10 It appears that pursuant to an Irrevocable Power of Attorney dated 23.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2939/2012 on the same day, the said Narayan Ganpat Murhe & others appointed THPL to perform various acts, deeds and things.
- 4.3.11 It appears from Mutation Entry No.2920 dated 14.08.2014 that due to attainment of majority by the said Shapoor Manchar Irani, an endorsement was effected in the concerned revenue records pertaining to said Gat No.250.
- 4.3.12 It appears that pursuant to a Deed of Conveyance dated 05.12.2014, registered in the office of Sub Registrar, Lonavala at Sr.No.4125/2014 on the same day, the said Shapoor Manchar Irani, with the consent of the said Shahaji Ganpat Murhe, the said Narayan Ganpat Murhe & others, sold and transferred the said Gat No.250 to and in favour of THPL, by obtaining order for using the same for non-agricultural purposes (as mentioned hereunder), and, accordingly, its name was mutated in the concerned revenue records vide Mutation Entry No.2946 dated 16.12.2014.
- 4.3.13 As aforesaid, it appears from Mutation Entry No.3083 dated 27.01.2017 that, as per order of Tehsildar Maval, passed in the e-Pherfar scheme for harmonizing handwritten revenue records vis-à-vis computerized revenue records and rectifying errors therein, the computerized 7/12 records were rectified/re-recorded accordingly.

4.4 **Antecedents of Gat No.251, admeasuring 01 Hectare 42 Are:**

- 4.4.1 As mentioned above that the Consolidation Scheme under the provisions of the Bombay Prevention of Fragmentation and Consolidation of Holding Act, 1947 in respect of Village Somatane was implemented in the year 1975 and in pursuance thereof a land bearing Survey No.31, Hissa No.5B, admeasuring

23/11

01 Hectare 42 was allotted Gat No.251 (**said Gat No.251**) and the same was shown in the name of Rustom Khudabanda, and a remark of "Public Road to village Shirgaon" was recorded in other rights column in the concerned revenue records vide Mutation Entry No.1 dated 16.01.1975.

4.4.2 It appears from Mutation Entry No.791 dated 11.10.1980, that pursuant to application made by said Rustom Khudabanda, name of one Minucheher Khudabanda Whemeridian (Parsi) was endorsed in the concerned record of rights pertaining to the said Gat No.251.

4.4.3 It appears that pursuant to an Agreement for Sale dated 23.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2942/2012 on the same day, the said Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani and the said Minucheher Khudabanda Rahiman alias Mancher Khudabanda Irani, agreed to sell and transfer the said Gat No.251 to and in favour of THPL, on such terms and conditions as are stipulated therein.

4.4.4 It further appears that pursuant to an Irrevocable Power of Attorney dated 23.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2943/2012 on the same day, the said Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani and the said Minucheher Khudabanda Rahiman alias Mancher Khudabanda Irani appointed THPL for performing various acts, deeds and things in respect of or relating to the said Gat No.251.

4.4.5 It appears that the said Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani and the said Minucheher Khudabanda Rahiman alias Mancher Khudabanda Irani executed a Deed of Declaration and Indemnity

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dated 23.07.2012, in favour of THPL, whereby, *inter alia*, they agreed to indemnify THPL in respect of any claim that may arise in respect of the said Gat No.251.

4.4.6 It appears that pursuant to a Deed of Conveyance dated 05.12.2014, registered in the office of Sub Registrar, Lonavala at Sr.No.4129/2014 on the same day, the said Rustom Khudabanda Beham Rahiman alias Rustom Khudabanda Irani and the said Minucheher Khudabanda Rahiman alias Mancher Khudabanda Irani, sold and transferred the said Gat No.251 to and in favour of THPL by obtaining order for using the same for non-agricultural purposes (as mentioned hereunder) and accordingly its name was mutated in the concerned revenue records vide Mutation Entry No.2945 dated 16.12.2014.

4.4.7 As aforesaid, it appears from Mutation Entry No.3083 dated 27.01.2017 that, as per order of Tehsildar Maval, passed in the e-Pherfar scheme for harmonizing handwritten revenue records vis-à-vis computerized revenue records and rectifying errors therein, the computerized 7/12 records were rectified/re-recorded accordingly.

4.5 **Antecedents of Gat No.254, admeasuring 00 Hectare 86 Are:**

4.5.1 As mentioned above that the Consolidation Scheme under the provisions of the Bombay Prevention of Fragmentation and Consolidation of Holding Act, 1947 in respect of Village Somatane was implemented in the year 1975 and in pursuance thereof a land bearing Survey No.30, Hissa No.1(Pt.)/A, admeasuring 00 Hectare 86 Are was allotted Gat No.254 (**said Gat No.254**) and the same was shown in the name of Shankar Rambhau Murhe, in the concerned revenue records vide Mutation Entry No.1 dated 16.01.1975. *Non*

- 4.5.2 It appears that pursuant to a Sale Deed dated 23.05.1984, registered in the office of Sub Registrar, Maval, at Sr.No.1093/1984 on the same day, the said Shankar Rambhau Murhe, with the consent of Rakhmabai Rambhau Murhe, Sulochana Popat Marathe, Chandrabhaga Bhagwant Dabadhe, and Tarabai Maruti Yeole, sold and transferred the said Gat No.254 to and in favour of Mancher Khudabanda Whemardiyan alias Mancher Khudabanda Irani and, accordingly, his name was mutated in the concerned revenue records vide Mutation Entry No.1006 dated 11.04.1988.
- 4.5.3 It appears that, meantime, said Shankar Rambhau Murhe availed a loan of Rs.40,000/- from *Talegaon Vividh Karyakari Cooperative Society* (i.e. the said Society) by executing a Note of Acknowledgment (*Ikarar*) in its favour consequent to which a charge was created upon the said Gat No.254 to the extent of the said amount and the same was reflected in the 'other rights column' of the concerned 7/12 records thereof as is witnessed by the Mutation Entry No.1107 dated 31.05.1991.
- 4.5.4 As mentioned above, it appears from Mutation Entry No.1332 dated 20.12.1996 that the endorsement of the charge created and appearing in the other rights column of the concerned 7/12 records of the said Gat No.254 was deleted.
- 4.5.5 It appears that pursuant to an Agreement for Sale dated 23.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2946/2012 on the same day, the said Mancher Khudabanda Whemardiyan alias Mancher Khudabanda Irani, agreed to sell and transfer the said Gat No.254 to and in favour of THPL, on such terms and conditions as are stipulated therein. ⁽¹³⁷⁾

- 4.5.6 It further appears that pursuant to an Irrevocable Power of Attorney dated 23.07.2012, registered in the office of Sub Registrar, Lonavala at Sr.No.2947/2012 on the same day, the said Mancher Khudabanda Whemardiyan alias Mancher Khudabanda Irani appointed THPL to perform various acts, deeds and things in respect of or relating to the said Gat No.254.
- 4.5.7 It appears that pursuant to a Deed of Conveyance dated 05.12.2014, registered in the office of Sub Registrar, Lonavala at Sr.No.4127/2014 on the same day, the said Mancher Khudabanda Whemardiyan alias Mancher Khudabanda Irani sold and transferred the said Gat No.254 to and in favour of THPL, by obtaining order for using the same for non-agricultural purposes (as mentioned hereunder) and accordingly its name was mutated in the concerned revenue records vide Mutation Entry No.2944 dated 16.12.2014.
- 4.5.8 As aforesaid, it appears from Mutation Entry No.3083 dated 27.01.2017 that, as per order of Tehsildar Maval, passed in the e-Pherfar scheme for harmonizing handwritten revenue records vis-à-vis computerized revenue records and rectifying errors therein, the computerized 7/12 records were rectified/re-recorded accordingly.
5. It further appears that under the relevant provisions of the Limited Liability Partnership Act 2008 and Rules made thereunder, THPL i.e. Turquoise Housing Private Limited was converted into a "Limited Liability Partnership" under the name and style of "**Turquoise Housing LLP**", bearing LLP ID No.AAZ-2763, having its office at Office No.403 & 503, Supreme Square, D.P. Road, Aundh, Pune 411007 (i.e. the Addressee herein) as is witnessed by Certificate of Registration dated 29.10.2021; and the Addressee represented the undersigned that, the Addressee is in the process of effecting

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necessary mutation in the concerned revenue records pertaining to the said Land in this regard.

6. Layout & Building Plan, N.A. Permission and Environment Clearance:

- 6.1 It appears that THPL caused to amalgamate the said Gat No.248, said Gat No.249, said Gat No.250, said Gat No.251 and the said Gat No.254 (collectively the said Land referred herein) and submitted layout & building plans in respect thereof with the Collector, Pune which were recommended by the Asst. Director of Town Planning Department, Pune vide outward No.Rekhankan/ NABP/ Mou Somatane/ Ta.Maval/ S.No.248 & others/ Sa. San.Pu./2150, dated 05.04.2014, following which the Collector, Pune sanctioned the same and granted N.A. permission in respect therewith vide No.PaMaAa/NA/SR/521/2014 dated 12.11.2014.
- 6.2 A Special Planning Authority viz. Pune Metropolitan Regional Development Authority (PMRDA) was established in Pune Metropolitan Region in the year 2015 and, among other, village Somatane falls within its jurisdiction.
- 6.3 Thereafter, THPL submitted revised layout and building plans in respect of the said Land to the PMRDA and same were sanctioned by it vide Development Permission and Commencement Certificate bearing outward No.DP/BMA/Mou.Somatane/G.No.248 & others/ Pra.Kra. 1543/16-17 dated 31.10.2018.
- 6.4 The State Level Environment Impact Assessment Authority vide No.SIA/MH/MIS/166368/2020 dated 03.09.2021, granted an Environmental Clearance to THPL for implementation of proposed housing project within the said Land, on such terms and conditions as are mentioned therein. 

7. Opinion:

Therefore, on the basis of the relevant documents & revenue records made available and information given/supplied to me and, subject to whatever stated hereinabove, I am of the opinion that:

- a) the said Land is absolutely vested in the ownership of the Addressee viz. Turquoise Housing LLP (formerly known as Turquoise Housing Pvt. Ltd.), and the same is free from encumbrances and doubts and it has a clean, clear and marketable title thereto, and,
- b) the Addressee viz. Turquoise Housing LLP (formerly known as Turquoise Housing Pvt. Ltd.), is exclusively entitled to develop the said Land and implement ownership flats scheme/project thereon and, as such, to deal with and/or dispose the flats/units/apartments constructed therein to the intending buyers/allottees and to receive and appropriate the consideration derived therefrom in such manner and on such terms as it may deem fit and proper.

N. J. Mutha



(Navneet Mutha)

Advocate

Pune, dated 03.03.2022

Note: All documents & records concerning the subject matter of this report, which were handed over to me, have been returned to the Addressee and the file is closed.

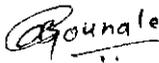
Omkar B. Gokhale

Advocate

8, Jay Apartments, 1098/14, Model Colony, Pune 411 016 ; Cell: 9673118191.

SEARCH REPORT

I caused search in respect of all that piece and parcel of the non-agricultural land admeasuring **06 Hectares 44 Ares i.e. 64400 sq. mtrs.** (including area under 90 mt wide Road, admeasuring 3632.47 sq.mtrs and area under 15 mt wide road admeasuring 754.08 sq.mtrs.), comprising the lands bearing: **(i) Gat No.248**, admeasuring 00 Hectare 67 Are, **(ii) Gat No.249**, admeasuring 01 Hectare 90 Are, plus *Potkharaba* 00 Hectare 02 Are, totally admeasuring 01 Hectare 92 Are, **(iii) Gat No.250**, admeasuring 01 Hectare 57 Are, **(iv) Gat No.251**, admeasuring 01 Hectare 42 Are, and **(v) Gat No.254**, admeasuring 00 Hectare 86 Are, all situated at village Somatane, Taluka Maval, District Pune, within the limits of Zilla Parishad Pune, Taluka Panchayat Samiti Maval, *Grampanchayat* Somatane and Pune Metropolitan Regional Development Authority (PMRDA) and within jurisdiction of Sub Registrar, Maval, Pune, hereinafter collectively referred to as the said **Land** (under the Receipt bearing GRN MH013838382202122U dated 28.02.2022) in the concerned offices of Sub Registrars. During my search, I found that some records of Index II Registers were in old and torn conditions and some Index II registers were not available in the concerned Office/s of Sub-Registrar/s. Further, I caused to take computerised search on the web-portal of "Department of Registration & Stamps, Maharashtra" and, while traversing the available digital records/data, I was unable to extract some information/entries on certain moment of time due to technical problems. However, on perusing all the concerned and available records (physical as well as digital), I did not find any adverse entry/transaction in respect of the said Land.



(Omkar B. Gokhale)
Advocate

Pune, dated 03.03.2022





CHALLAN
MTR Form Number-6



GRN	MH0138382202122U	BARCODE					Date	28/02/2022-17:48:46		Form ID		
Department	Inspector General Of Registration				Payer Details							
Type of Payment	Search Fee Other Items				TAX ID / TAN (If Any)							
					PAN No.(If Applicable)							
Office Name	MVL2_MAWAL 2 SUB REGISTRAR				Full Name	ADV OMKAR BHARAT GOKHALE						
Location	PUNE				Flat/Block No.	8 JAY APTS						
Year	2021-2022 One Time				Premises/Building							
Account Head Details				Amount In Rs.	Road/Street	MODEL COLONY						
0030072201	SEARCH FEE			3750.00	Area/Locality	PUNE						
					Town/City/District							
					PIN		4	1	1	0	1	6
					Remarks (If Any)	30 YRS SEARCH IN RE GAT NOS 248 249 250 251 AND 254 AT SOMATANE TAL MAVAL DIST PUNE						
					Amount In	Three Thousand Seven Hundred Fifty Rupees Only						
Total				3,750.00	Words							
Payment Details	STATE BANK OF INDIA				FOR USE IN RECEIVING BANK							
Cheque-DD Details					Bank CIN	Ref. No.	00040572022022838804		CPABLJHIC1			
Cheque/DD No.					Bank Date	RBI Date	28/02/2022-17:24:50		Not Verified with RBI			
Name of Bank					Bank-Branch		STATE BANK OF INDIA					
Name of Branch					Scroll No. , Date		Not Verified with Scroll					

Department ID :

Mobile No. : 9673118191

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

सदर चलन "टाइप ऑफ पेमेंट" मध्ये नमुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करावयाच्या दस्तासाठी लागू नाही.