



**FORMAT – A**  
**(Circular No.:- 28/2021)**

To  
Maha RERA  
Mumbai

**LEGAL TITLE REPORT**

**Sub: Title clearance certificate with respect to all that piece and parcel of land total admeasuring 32 Ares comprising of (a) admeasuring 17 Ares i.e. 1700 square meters owned by Mr. Bhanudas Nivrutti Balwadkar, Mr. Devidas Nivrutti Balwadkar, and Mr. Changdeo Nivrutti Balwadkar and (b) admeasuring 15 Ares i.e. 1500 square meters owned by Mr. Rohidas Yashwant Balwadkar, Mr. Tanaji Yashwant Balwadkar and Mr. Avinash Yashwant Balwadkar, out of Survey No. 31, Hissa No. 4, total land admeasuring 01 Hector 37 Ares, assessed at Rs. 06.31 Paise, situated at Village Balewadi, Taluka Haveli and District Pune and within the limits of the Pune Municipal Corporation and within the limits of the Sub-Registrar, Haveli No. 1 to 27, Pune (Hereinafter referred to as “the said Land”).**

I have investigated the title of the said lands on the request of **M/s. BM Build Spaces LLP**, registered Limited Liability Partnership under the Provisions of the Limited Liability Partnership Act 2008, having registered address at C-103, The Pearl Society, Next to Bharti Vidyapeeth, Balewadi, Pune 411 045 through its one of the Partner namely **Mr. Sagar Vijay Balwadkar** and following documents i.e.:-



1) **Description of the property:** - All that piece and parcel of land total admeasuring **32 Ares**, comprising of (a) admeasuring **17 Ares i.e. 1700 square meters** owned by Mr. Bhanudas Nivrutti Balwadkar, Mr. Devidas Nivrutti Balwadkar, and Mr. Changdeo Nivrutti Balwadkar and (b) admeasuring **15 Ares i.e. 1500 square meters** owned by Mr. Rohidas Yashwant Balwadkar, Mr. Tanaji Yashwant Balwadkar and Mr. Avinash Yashwant Balwadkar, out of **Survey No. 31, Hissa No. 4**, total land admeasuring 01 Hector 37 Ares, assessed at Rs. 06.31 Paise, situated at **Village Balewadi**, Taluka Haveli and District Pune and within the limits of the Pune Municipal Corporation and within the limits of the Sub-Registrar, Haveli No. 1 to 27, Pune (Hereinafter referred to as "the said Land") and which is bounded as follows:-

**a. 17 Ares:-**

East : By land owned by Mr. Rajesh Balwadkar  
West : By land owned by Mr. Rohidas Balwadkar  
South : By Road  
North : By land owned by Mr. Vilas Yadav

**b. 15 Ares:-**

East : By land owned by Mr. Changdeo Balwadkar  
West : By Road and land owned by Mr. Vilas Yadav  
South : By Road  
North : By land owned by Mr. Vilas Yadav

2) **The documents of lands:-**

- a. Copy of the 7/12 Extracts for the year 1930 to 2024.
- b. Copy of the Mutation Entry No. 290, 480, 610, 689, 708, 770, 800, 2657, 3233, 4268, 5653, 6787, 7251, 7270, 7271, 7272, 7281 and 7313.
- c. Copy of the Commencement Certificate dated 03/06/2025, issued by the Pune Municipal Corporation, Pune.



- d. Copy of the Release Deed dated 03/07/2003, registration No. 5576/2003.
- e. Copy of the Release Deed dated 03/07/2003, registration No. 5577/2003.
- f. Copy of the Sale Deed dated 31/12/2005, registration No. 10032/2005.
- g. Copy of the Confirmation Deed dated 27/02/2006, registration No. 1531/2005.
- h. Copy of the Development Agreement dated 04/12/2006, registration No. 10069/2006.
- i. Copy of the Declaration cum Indemnity dated 04/12/2006, registration No. 10071/2006.
- j. Copy of the Articles of Agreement dated 22/02/2007, registration No. 1451/2007.
- k. Copy of the Deed of Assignment dated 16/01/2016, registration No. 740/2016.
- l. Copy of the Development Agreement dated 05/01/2007, registration No. 245/2007.
- m. Copy of the Assignment dated 17/02/2014, registration No. 1427/2014.
- n. Copy of the Confirmation Deed dated 04/10/2007, registration No. 9436/2007.
- o. Copy of the Indemnity dated 04/10/2007, registration No. 9437/2007.
- p. Copy of the Development Agreement dated 22/03/2007, registration No. 2914/2007.
- q. Copy of the Previous permission bearing No. 43/SR/77/2011, granted by Hon'ble Sub-Divisional Officer, Sub-Division Pune.
- r. Copy of the Sale Deed dated 29/11/2011, registration No. 10607/2011.
- s. Copy of the Sale Deed dated 29/11/2011, registration No. 10625/2011.
- t. Copy of the Sale Deed dated 29/11/2011, registration No. 10627/2011.
- u. Copy of the Sale Deed dated 01/12/2011, registration No. 13186/2011.
- v. Copy of the Sale Deed dated 01/12/2011, registration No. 13188/2011.



- w. Copy of the Development Agreement dated 23/12/2024, registration No. 25585/2024.
- x. Copy of the Power of Attorney dated 23/12/2024, registration No. 25586/2024.
- y. Copy of the Development Agreement dated 23/12/2024, registration No. 25606/2024.
- z. Copy of the Power of Attorney dated 23/12/2024, registration No. 25607/2024.
- aa. Copy of the Order passed in Special Civil Suit No. 856/2013.
- bb. Copy of the Order passed in Special Civil Suit No. 1269/2014.
- cc. Copy of the Zone Certificate dated 02/09/2024, issued by the Pune Municipal Corporation, Pune.

3) 7/12 extract or property card issued by Talathi Balewadi, mutation entry no. 290, 480, 610, 689, 708, 770, 800, 2657, 3233, 4268, 5653, 6787, 7251, 7270, 7271, 7272, 7281 and 7313.

4) **Search report for 30 years from 1995 till 2025.**

2/- On perusal of the above-mentioned documents and all other relevant documents relating to the title of the said property I am of the opinion that the title of (following owner) is clear and marketable.

5) **Owners of the land:-**

No.	Area	Name of the Owners	Name of the Developers
1	17 Ares	(a) Mr. Bhanudas Nivrutti Balwadkar, (b) Mr. Devidas Nivrutti Balwadkar and (c) Mr. Changdeo Nivrutti Balwadkar.	M/s. BM Build Spaces LLP, registered Limited Liability Partnership through its one of the Partner namely Mr. Sagar Vijay Balwadkar



2	15 Ares	(a) Mr. Rohidas Yashwant Balwadkar, (b) Mr. Tanaji Yashwant Balwadkar and (c) Mr. Avinash Yashwant Balwadkar	M/s. BM Build Spaces LLP, registered Limited Liability Partnership through its one of the Partner namely Mr. Sagar Vijay Balwadkar
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(6) Qualifying comments/remarks if any – NIL

(7) The report reflecting the flow of the title of (a) Mr. Bhanudas Nivrutti Balwadkar, Mr. Devidas Nivrutti Balwadkar and Mr. Changdeo Nivrutti Balwadkar for 17 Ares and (b) Mr. Rohidas Yashwant Balwadkar, Mr. Tanaji Yashwant Balwadkar and Mr. Avinash Yashwant Balwadkar for 15 Ares through M/s. BM Build Spaces LLP, registered Limited Liability Partnership through its one of the Partner namely Mr. Sagar Vijay Balwadkar on the said land is enclosed herewith as annexure.

Encl: Annexure.

Date: 04/06/2025

*Balcadre*

**Rishi Dinkar Nakade**

**Advocate**



**FORMAT – A**

**(Circular No.:- 28/2021)**

**FLOW OF THE TITLE OF THE SAID LAND.**

Sr. No.

- 1) 7/12 extract as of date of application for registration.
- 2) Mutation Entry No. 290, 480, 610, 689, 708, 770, 800, 2657, 3233, 4268, 5653, 6787, 7251, 7270, 7271, 7272, 7281 and 7313.
- 3) Search report for 30 years from 1995 till 2025 Taken from Sub-Registrar, office at Haveli No. 1 to 27, Pune.
- 4) Any other relevant title. – As detailed mentioned hereafter.
- 5) Litigations if any. - NIL.

Date: 04/06/2025

*Bakode*  


**Rishi Dinkar Nakade**

**Advocate**

**Flow of Title and History**

**(1) Flow of Title:-**

**(a)** It appears that one Mr. Khandu Mahatu Gaikwad was the owner of and otherwise well and sufficiently entitled to the said Survey No. 31, Hissa No. 4 of village Balewadi prior to the year 1930. The same is reflected vide notings made on the 7/12 extract for the year 1930-1931. Further in the Other right column the name of Mr. Kaniram Nanduram Marwadi was mutated vide the Decree of a Civil Court. *It is clarified that the said fact has been ascertained from the noting made on the 7/12 extract and the Mutation Entry No. 800.* On perusing Mutation Entry No. 800, it appears that Mr. Nivrutti Amruta Balwadkar had preferred an application for deleting the name of Mr. Karnaram Nandram Marwadi. Pursuant thereto the name of Mr. Karnaram Nandram Marwadi was deleted from the Other Right Column.

**(b)** On perusing Mutation Entry No. 290, it appears that vide the Gift Deed dated 20/07/1931, said Mr. Khandu Mahatu Gaikwad gifted the said Survey No. 31, Hissa No. 4 unto and in favor of Mr. Kisan Khandu Gaikwad and Mr. Genu Khandu Gaikwad. Pursuant thereto the name of Mr. Kisan Khandu Gaikwad and Mr. Genu Khandu Gaikwad were mutated in the Revenue Records. *It is clarified that a copy of the Gift Deed was not produced for inspection at the time of the issuance of this report. The said facts have been ascertained from the noting made in the Mutation entry No. 290.*

**(c)** On perusing Mutation Entry No. 480, it appears that as per the provisions of the Bombay Tenancy and Agriculture Lands Act 1948, one Mr. Amruta Babu Balwadkar was declared a Protected Tenant. Pursuant thereto the name of Mr. Amruta Babu Balwadkar was mutated in the Other Right Column of the 7/12 extracts.



(d) On perusing Mutation Entry No. 610, it appears that said Mr. Kisan Khandu Gaikwad expired intestate on or about the year 1951 leaving behind his legal heirs namely (i) Mr. Bagaram Kisan Gaikwad (son), (ii) Mr. Chindha Kisan Gaikwad (son) and (iii) Mr. Genu Khandu Gaikwad (brother). Pursuant thereto the name of the said legal heirs were mutated in the revenue records.

(e) On perusing Mutation Entry No. 689, it appears that said Mr. Amruta Bapu Balwadkar expired intestate on dated 24/08/1959 leaving behind his legal heirs namely (i) Mr. Nivrutti Amruta Balwadkar (son), (ii) Mr. Yashwant Amruta Balwadkar (son), (iii) Mr. Raghu Amruta Balwadkar (son) and (iv) Mrs. Lilabai Rama Waghmare (daughter). Pursuant thereto the name of the said legal heirs were mutated in the revenue records.

(f) On perusing Mutation Entry No. 708, it appears that Mr. Amruta Bapu Balwadkar being a protected tenant under the provisions of Bombay Tenancy and Agriculture Lands Act 1948 has made an application to purchase the property bearing Survey No. 31 Hissa No. 4, Village Balewadi and which is numbered as Case No. ALT/BALEWADI/14/58 and the same is finally heard and decided on dated 01/02/1961 by Agricultural Land Tribunal and determined the purchase price of the said Survey No. 31 Hissa No. 4, Village Balewadi and accordingly the name of the tenant i.e. Mr. Amruta Bapu Balwadkar is recorded in owner and possessor column and name of the land owners recorded in other right columns along with the encumbrance as to the payment of purchase amount. *It is clarified that a copy of the aforesaid Order and the related papers are not produced for inspection at the time of the issuance of this report. The said facts have been ascertained from the noting made in the Mutation entry No. 708.*



(g) On perusing Mutation Entry No. 770, it appears that there is the implementation of the Indian Coinage Act 1961 and Maharashtra Weight and Measurement Act 1958 in respect of the Village Balewadi, and the area admeasuring 03 Acre 15 Gunthe was converted into 01 Hector 37 Ares.

(h) On perusing Mutation Entry No. 2657, it appears that said Mr. Yashwant Amruta Balwadkar expired intestate on dated 21/03/1993 leaving behind his legal heirs namely (i) Mr. Rohidas Yashwant Balwadkar (son), (ii) Mr. Tanaji Yashwant Balwadkar (son), (iii) Mr. Avinash Yashwant Balwadkar (son) and (iv) Smt. Kaushalya Yashwant Balwadkar (widow). Pursuant thereto the name of the said legal heirs were mutated in the revenue records.

(i) On perusing Mutation Entry No. 3233, it appears that Mr. Nivrutti Amruta Balwadkar (being legal heir and on behalf of the tenant purchaser namely Mr. Amruta Babu Balwadkar) had paid purchase price with the Concern Authority and in pursuance of that, Agricultural Lands Tribunal and Additional Tahsildar Haveli by passing order on 18/07/1996 had issued purchase certificate u/s. 32M of the aforesaid Act in favor of the tenant. Pursuant thereto while giving the effect of the 32M Certificate, names of the then land owners which were appearing in the Other Right Column along with encumbrance of the purchase price were deleted. *It is clarified that a copy of the 32M Certificate and the related papers were not produced for inspection at the time of the issuance of this report. The said facts have been ascertained from the noting made in the Mutation entry No. 3233.*

(j) On perusing Mutation Entry No. 5653, it appears that said Mrs. Lilabai Rama @ Rambhau Waghmare expired intestate on 13/02/1993 leaving behind



his legal heirs namely (i) Mr. Rajaram Rambhau Waghmare (son), (ii) Mr. Arjun Rambhau Waghmare (son), (iii) Mrs. Nanda Sitaram Pathare (daughter), (iv) Mrs. Bebi Shivaji Saste (daughter) and (v) Ms. Parubai Rambhau Waghmare (daughter). Pursuant thereto the name of the said legal heirs were mutated in the revenue records.

**(k)** On perusing Mutation Entry No. 7227 it appears that, vide the Release Deed dated 03/07/2003 and registered with the office of the Sub Registrar Haveli No. 4, vide registration No. 5576/2003, Mrs. Mangala Narayan Landge had released her right, title, and interest out of the said Survey No. 31, Hissa No. 4 unto and in favor of Mr. Bhanudas Nivrutti Balwadkar, Mr. Devidas Nivrutti Balwadkar and Mr. Changdeo Nivrutti Balwadkar on certain terms and conditions mentioned therein.

**(l)** It appears that vide the Release Deed dated 03/07/2003 and registered with the office of the Sub Registrar Haveli No. 4, vide registration No. 5577/2003, Mrs. Nalini Kundalik Ghule had released her right, title and interest out of the said Survey No. 31, Hissa No. 4 unto and in favor of Mr. Jitendra Raghu Balwadkar and Mr. Mahendra Raghu Balwadkar on certain terms and conditions mentioned therein.

**(m)** Thereafter vide a Development Agreement dated 05/01/2007 and registered with the office of the Sub Registrar Haveli No. 20, vide registration No. 245/2007, Mr. Nivrutti Amruta Balwadkar (for self and Karta and Manager of the HUF), Mrs. Indubai Nivrutti Balwadkar, Mr. Bhanudas Nivrutti Balwadkar (for self and Karta and Manager of the HUF), Mrs. Renuka Bhanudas Balwadkar, Mrs. Yogita Devidas Nanekar, Mrs. Aasha Pravin Kate, Mr. Devidas Nivrutti Balwadkar (for self and Karta and Manager of the HUF), Mrs. Usha Devidas



Balwadkar, Mr. Changdeo Nivrutti Balwadkar (for self and Karta and Manager of the HUF), Mrs. Archana Changdeo Balwadkar, Smt. Kaushalya Yashwant Balwadkar, Mr. Rohidas Yashwant Balwadkar (for self and Karta and Manager of the HUF), Mrs. Surekha Rohidas Balwadkar, Mr. Tanaji Yashwant Balwadkar (for self and Karta and Manager of the HUF), Mrs. Bebi Tanaji Balwadkar, Mr. Avinash Yashwant Balwadkar, Mrs. Aasha Avinash Balwadkar, Mr. Raghu Maruta Balwadkar (for self and Karta and Manager of the HUF), Mrs. Kalavati Raghu Balwadkar, Mr. Jitendra Raghu Balwadkar (for self and Karta and Manager of the HUF), Mrs. Pallavi Jitendra Balwadkar, Mr. Mahendra Raghu Balwadkar (for self and Karta and Manager of the HUF), Mrs. Sujata Mahendra Balwadkar and Mrs. Nalini Kundalik Ghule have granted development rights of an area admeasuring 55 Ares out of the said Survey No. 31, Hissa No. 4, unto and in favor of M/s. Sharda Developers.

**(n)** It is clarified that vide the Assignment dated 17/02/2014 and registered with the office of the Sub Registrar Haveli No. 22, vide registration No. 1427/2014, M/s. Sharda Developers have assigned all their rights (obtained under the Development Agreement dated 05/01/2007 having registration No. 245/2007 and Power of Attorney dated 05/01/2007 having registration No. 246/2007) unto and in favor of M/s. Sharda Alliance Shelters.,

**(o)** Thereafter vide a Confirmation Deed dated 04/10/2007 and registered with the office of the Sub Registrar Haveli No. 20, vide registration No. 9436/2007 read with an Indemnity dated 04/10/2007 and registered with the office of the Sub Registrar Haveli No. 20, vide registration No. 9437/2007, one M/s. Shree Sai Ram Developers through Mr. Ajay Gangaram Kadam had given their confirmation to the aforesaid Development Agreement dated 05/01/2007 and registered with the office of the Sub Registrar Haveli No. 20, vide



registration No. 245/2007 and thereby accepting the right, title, and interest of an area admeasuring 55 Ares out of the said Survey No. 31, Hissa No. 4, unto and in favor of M/s. Sharda Developers.

(p) Thereafter vide a Development Agreement dated 22/03/2007 and registered with the office of the Sub Registrar Haveli No. 20, vide registration No. 2914/2007, Smt. Kaushalya Yashwant Balwadkar, Mr. Avinash Yashwant Balwadkar, and Mrs. Aasha Avinash Balwadkar have granted development rights of an area admeasuring 7.95 Ares out of the said Survey No. 31, Hissa No. 4, unto and in favor of M/s. Sharda Developers. However, the said Smt. Kaushalya Yashwant Balwadkar does not remain present at the time of the Registration in due time and therefore the said Development Agreement is rejected for Smt. Kaushalya Yashwant Balwadkar.

(q) On perusing Mutation Entry No. 6787, it appears that, said Mr. Rajaram Rambhau Waghmare expired intestate on 10/04/2009 leaving behind his legal heirs namely (i) Smt. Sanjeevani Rajaram Waghmare (son), (ii) Mr. Gaurav Rajaram Waghmare (son), (iii) Mrs. Preeti Abhijeet Magar (daughter) and (v) Mrs. Shradha Milind Chorghe (daughter). Pursuant thereto the name of the said legal heirs were mutated in the revenue records.

(r) As the said land was Purchased under the Tenancy Act, the previous permission for the conveyance of the same is required and therefore Mr. Avinash Yashwant Balwadkar and others have preferred an application dated 30/09/2011, before the Hon'ble Sub-Divisional Officer, Sub-Division Pune. Pursuant thereto the Hon'ble Sub-Divisional Officer, Sub-Division Pune granted necessary previous permission vide its Order bearing No. 43/SR/77/2011, whereby grant permission to Mr. Avinash Yashwant Balwadkar and others to



sell the said Survey No. 31, Hissa No. 4 unto and in favor of M/s. Sharda Alliance Shelters.

(s) On perusing Mutation Entry No. 7226 it appears that Mr. Nivrutti Amruta Balwadkar has expired intestate on 21/10/2011 leaving behind (i) Smt. Indubai Nivrutti Balwadkar (widow), (ii) Mr. Bhanudas Nivrutti Balwadkar (Son), (iii) Mr. Devidas Nivrutti Balwadkar (Son), (iv) Mr. Changdeo Nivrutti Balwadkar (Son) and Mrs. Mangala Narayan Landge (daughter). *It is clarified that vide the Release Deed dated 03/07/2003 bearing registration No. 5576/2003, Mrs. Mangala Narayan Landge had released her right, title, and interest out of the said Survey No. 31, Hissa No. 4 unto and in favor of Mr. Bhanudas Nivrutti Balwadkar and others.*

(t) On perusing Mutation Entry No. 7270 it appears that, vide a Sale Deed dated 29/11/2011 and registered with the office of the Sub Registrar Haveli No. 1, vide registration No. 10607/2011 the said Mr. Rambhau Baburao Waghmare (for self and Karta and Manager of the HUF), Mrs. Nanda Sitaram Pathare, Mrs. Bebi Shivaji Saste, Ms. Parubai Rambhau Waghmare, Mr. Arjun Rambhau Waghmare (for self and Karta and Manager of the HUF), Mrs. Rekha Arjun Waghmare, Mr. Nikhil Arjun Waghmare, Ms. Komal Arjun Waghmare, Mrs. Shital Chetan Chavan, Smt. Sanjeevani Rajaram Waghmare, Mr. Gaurav Rajaram Waghmare, Mrs. Preeti Abhijeet Magar, and Mrs. Shradha Milind Chorghe have absolutely sold a portion admeasuring 34.25 Ares out of Survey No. 31/4 unto and in favor of M/s. Sharda Alliance Shelters for consideration and on certain terms and conditions. Pursuant thereto name of the said Purchaser is mutated in the Revenue Records.



(u) On perusing Mutation Entry No. 7272 it appears that, vide a Sale Deed dated 29/11/2011 and registered with the office of the Sub Registrar Haveli No. 1, vide registration No. 10625/2011 the said Smt. Kaushalya Yashwant Balwadkar, Mr. Rohidas Yashwant Balwadkar (for self and Karta and Manager of the HUF), Mrs. Surekha Rohidas Balwadkar, Mr. Aakash Rohidas Balwadkar, Ms. Priyanka Rohidas Balwadkar, Mrs. Poonam Dnyaneshwar Jori, Mr. Tanaji Yashwant Balwadkar (for self and Karta and Manager of the HUF), Mrs. Bebi Tanaji Balwadkar, Ms. Sujata Tanaji Balwadkar, Mr. Mahesh Tanaji Balwadkar, Mrs. Monika Kisan Keswad, Mr. Avinash Yashwant Balwadkar (for self and Karta and Manager of the HUF), Mrs. Aasha Avinash Balwadkar, Mr. Umesh Avinash Balwadkar and Ms. Rani Avinash Balwadkar have absolutely sold a portion admeasuring 34.25 Ares out of Survey No. 31/4 unto and in favor of M/s. Sharda Alliance Shelters for consideration and on certain terms and conditions. Pursuant thereto name of said Purchaser is mutated in the Revenue Records.

(v) On perusing Mutation Entry No. 7313 it appears that vide a Sale Deed dated 29/11/2011 and registered with the office of the Sub Registrar Haveli No. 1, vide registration No. 10627/2011 the said M/s. Sharda Alliance Shelters have absolutely sold a portion admeasuring 15 Ares out of Survey No. 31/4 unto and in favor of Mr. Rohidas Yashwant Balwadkar, Mr. Tanaji Yashwant Balwadkar and Mr. Avinash Yashwant Balwadkar for consideration and on certain terms and conditions. Pursuant thereto names of the said Purchaser are mutated in the Revenue Records. It is clarified that the said land is the Subject land of this Search and Title Report.

(w) On perusing Mutation Entry No. 7271 it appears that, vide a Sale Deed dated 01/12/2011 and registered with the office of the Sub Registrar Haveli No. 17, vide registration No. 13186/2011 the said Smt. Indubai Nivrutti Balwadkar,



Mr. Bhanudas Nivrutti Balwadkar (for self and Karta and Manager of the HUF), Mrs. Renuka Bhanudas Balwadkar, Mr. Swapnil Bhanudas Balwadkar, Ms. Ashwini Bhanudas Balwadkar @ Mrs. Ashwini Bharat Kalokhe, Mr. Yogita Devidas Nanekar, Mrs. Aasha Pravin Kate, Mr. Devidas Nivrutti Balwadkar (for self and Karta and Manager of the HUF), Mrs. Usha Devidas Balwadkar, Mr. Akshay Devidas Balwadkar, Ms. Pranita Devidas Balwadkar, Mr. Changdeo Nivrutti Balwadkar (for self and Karta and Manager of the HUF), Mrs. Archana Changdeo Balwadkar and Mr. Hrishikesh Changdeo Balwadkar have absolutely sold a portion admeasuring 34.25 Ares out of Survey No. 31/4 unto and in favor of M/s. Sharda Alliance Shelters for consideration and on certain terms and conditions. Pursuant thereto name of the said Purchaser is mutated in the Revenue Records.

(x) On perusing Mutation Entry No. 7281 it appears that, vide a Sale Deed dated 01/12/2011 and registered with the office of the Sub Registrar Haveli No. 17, vide registration No. 13188/2011 the said M/s. Sharda Alliance Shelters have absolutely sold a portion admeasuring 17 Ares out of Survey No. 31/4 unto and in favor of Mr. Bhanudas Nivrutti Balwadkar, Mr. Devidas Nivrutti Balwadkar and Mr. Changdeo Nivrutti Balwadkar for consideration and on certain terms and conditions. Pursuant thereto names of the said Purchaser are mutated in the Revenue Records. It is clarified that the said land is the Subject land of this Search and Title Report.

(y) Thereafter vide a Development Agreement and Power of Attorney both dated 23/12/2024 and registered with the office of the Sub Registrar Haveli No. 15, vide registration No. 25585/2024 and 25586/2024, Mr. Tanaji Yashwant Balwadkar, Mr. Rohidas Yashwant Balwadkar and Mr. Avinash Yashwant Balwadkar have granted development rights, powers and authorities of an area



admeasuring 15 Ares out of the said Survey No. 31, Hissa No. 4, unto and in favor of M/s. BM Build Spaces LLP.

(z) Thereafter vide a Development Agreement and Power of Attorney both dated 23/12/2024 and registered with the office of the Sub Registrar Haveli No. 15, vide registration No. 25606/2024 and 25607/2024, Mr. Devidas Nivrutti Balwadkar, Mr. Changdeo Nivrutti Balwadkar, Mr. Bhanudas Nivrutti Balwadkar with the confirmation of Mrs. Usha Devidas Balwadkar, Mr. Akshay Devidas Balwadkar, Mrs. Pooja Akshay Balwadkar, Mrs. Pranita Ravindra Murkute, Mrs. Archana Changdeo Balwadkar, Mr. Rushikesh Changdeo Balwadkar, Mrs. Renuka Bhanudas Balwadkar, Mr. Swapnil Bhanudas Balwadkar, Mrs. Snehal Swapnil Balwadkar, Mrs. Yogita Devidas Balwadkar, Mrs. Pallavi Pravin Kate and Mrs. Ashwini Bharat Kalokhe have granted development rights, powers and authorities of an area admeasuring 17 Ares out of the said Survey No. 31, Hissa No. 4, unto and in favor of M/s. BM Build Spaces LLP.

(2) **Name of the Owner and Developer:-**

No.	Area	Name of the Owners	Name of the Developers
1	17 Ares	(a) Mr. Bhanudas Nivrutti Balwadkar, (b) Mr. Devidas Nivrutti Balwadkar and (c) Mr. Changdeo Nivrutti Balwadkar.	<b>M/s. BM Build Spaces LLP,</b> registered Limited Liability Partnership through its one of the Partner namely Mr. Sagar Vijay Balwadkar
2	15 Ares	(a) Mr. Rohidas Yashwant Balwadkar, (b) Mr. Tanaji Yashwant Balwadkar and (c) Mr. Avinash Yashwant Balwadkar	<b>M/s. BM Build Spaces LLP,</b> registered Limited Liability Partnership through its one of the Partner namely Mr. Sagar Vijay Balwadkar



**(3) Sanction and Permissions:-**

The Pune Municipal Corporation has sanctioned the layout of the Entire Lands and building plans in respect of the proposed buildings/wings to be constructed on the said Land and has issued its Commencement Certificate bearing no. CC/0774/25, dated 03/06/2025.

**(4) Searches, Public Notice, and Misc.**

**(a)** It is clarified that in E-searches all the documents are not available in the public domain and hence, the searches are restricted only to the documents available on the IGR website and records kept in the Sub-Registration Office. It is further clarified that during the course of searches, I have also come across aforesaid documents. Further, the record kept at the Sub-Registrar Office is not proper. Some registers are missing or some pages out of them are missing and some noting in the said register is not visible and my Search and Title is subjected to the same.

**(b)** It is further clarified that I have issued a public notice dated 01/09/2024 for the said 15 Ares and till this date, I have not received any Objection pertaining to the same.

**(c) While doing an Online search I found that:-**

**(i)** Vide a Sale Deed dated 31/12/2005 and registered with the office of the Sub Registrar Haveli No. 8, vide registration No. 10032/2005 read with a Confirmation Deed dated 27/02/2006 and registered with the office of the Sub Registrar Haveli No. 8, vide registration No. 1531/2005 the said Mrs. Nanda Sitaram Pathare, Mrs. Bebi Shivaji Saste, Ms. Parubai Rambhau



Waghmare, Mr. Arjun Rambhau Waghmare and Mr. Rajaram Rambhau Waghmare have absolutely sold a portion admeasuring 34.25 Ares out of Survey No. 31/4 unto and in favor of Mrs. Sangita Rajaram Lokhande and Mr. Nitin Dattatray Desai for consideration and on certain terms and conditions. Pursuant thereto name of the said Purchaser is mutated in the Revenue Records. *It is clarified that as the said land was Purchased under the Tenancy Act, the previous permission for the conveyance of the same is required and by going through the aforesaid Sale Deed, it appears that no such previous permission is obtained and therefore Sale Deed and its related other documents are NUL and VOID.*

- (ii) Further, while searching I have found that vide Development Agreement dated 04/12/2006 and registered with the office of the Sub Registrar Haveli No. 8, vide registration No. 10069/2006 and Poer of Attorney having registration no. 10070/2006 and a Declaration cum Indemnity dated 04/12/2006 and registered with the office of the Sub Registrar Haveli No. 8, vide registration No. 10071/2006, which are executed by Mrs. Nanda Sitaram Pathare, Mrs. Bebi Shivaji Saste, Ms. Parubai Rambhau Waghmare, Mr. Arjun Rambhau Waghmare and Mr. Rajaram Rambhau Waghmare unto and in favor of Mrs. Sangita Rajaram Lokhande and Mr. Nitin Dattatray Desai. However as mentioned herein above that, vide a Sale Deed dated 31/12/2005 having registration No. 10032/2005 read with a Confirmation Deed dated 27/02/2006 having registration No. 1531/2005 the said Mrs. Nanda Sitaram Pathare, Mrs. Bebi Shivaji Saste, Ms. Parubai Rambhau Waghmare, Mr. Arjun Rambhau Waghmare, and Mr. Rajaram Rambhau Waghmare have absolutely sold a portion admeasuring 34.25 Ares out of Survey No. 31/4 unto and in favor of Mrs. Sangita Rajaram Lokhande and Mr. Nitin Dattatray Desai, therefore Mrs. Nanda Sitaram



Pathare, Mrs. Bebi Shivaji Saste, Ms. Parubai Rambhau Waghmare, Mr. Arjun Rambhau Waghmare, and Mr. Rajaram Rambhau Waghmare do not have any right, title, and interest to execute the aforesaid a Development Agreement dated 04/12/2006 and a Declaration cum Indemnity dated 04/12/2006 and therefor both the documents are null and void. *Further, in pursuance of the Assignment Deed dated 16/01/2016, the aforesaid Power of Attorney having registration No. 10070/2006 is canceled vide the Deed of Cancellation dated 16/01/2016, registered with the office of the Sub Registrar Haveli No. 22, vide registration No. 743/2016. It is clarified that as the said land was Purchased under the Tenancy Act, the previous permission for the conveyance of the same is required and by going through the aforesaid Sale Deed, it appears that no such previous permission is obtained and therefore Sale Deed and its related other documents are NUL and VOID.*

(iii) Thereafter aforesaid Mrs. Sangita Rajaram Lokhande and Mr. Nitin Dattatray Desai have executed an Articles of Agreement dated 22/02/2007 and registered with the office of the Sub Registrar Haveli No. 15, vide registration No. 1451/2007 and Power of Attorney having registration No. 1452/2007 for the development of the portion admeasuring 34.25 Ares out of Survey No. 31/4 unto and in favor of M/s. M G M Associates for consideration and on certain terms and conditions. *However in pursuance of the Assignment Deed dated 16/01/2016, the aforesaid Power of Attorney having registration No. 1452/2007 is canceled vide the Deed of Cancellation dated 16/01/2016, registered with the office of the Sub Registrar Haveli No. 22, vide registration No. 742/2016.*



- (iv) It is clarified that vide the Deed of Assignment dated 16/01/2016 and registered with the office of the Sub Registrar Haveli No. 22, vide registration No. 740/2016, Mrs. Sangita Rajaram Lokhande and Mr. Nitin Dattatray Desai and M/s. M G M Associates have assigned all their rights (obtained under Sale Deed dated 31/12/2005 having registration No. 10032/2005, Confirmation Deed dated 27/02/2006 having registration no. 1531/2006, Development Agreement dated 14/12/2006 having no. 10069/2006 and Power of Attorney dated 14/12/2006 having registration No. 10070/2006, Declaration cum Indemnity dated 04/12/2006 having no. 10071/2006, Agreement For Joint Venture dated 22/02/2007 having no. 1451/2007) unto and in favor of M/s. Sharda Alliance Shelters.
- (v) It is further clarified that as Disputes arose between Mr. Nitin Dattatray Desai, Mrs. Sangita Rajaram Lokhande, M/s. M G M Associates and Mrs. Nanda Sitaram Pathare & others and hence Mr. Nitin Dattatray Desai, Mrs. Sangita Rajaram Lokhande, M/s. M G M Associates herein filed a Suit being Special Civil Suit No. 856/2013 in Hon'ble Civil Judge Senior Division Pune, against said Mrs. Nanda Sitaram Pathare & others. However, later on, the said Suit was withdrawn by them, and to that effect, an Order dated 06/08/2014 has been passed by the Hon'ble Civil Judge Senior Division. *It is clarified that the said Suit is not related to the Subject land. Further, it is clarified that the said facts have been ascertained from the Deed of Assignment dated 16/01/2016, and registered with the office of the Sub Registrar Haveli No. 22, vide registration No. 740/2016.*
- (vi) It is further clarified That said Mr. Nitin Dattatray Desai, Mrs. Sangita Rajaram Lokhande again filed a Suit Special Civil Suit No. 1269/2014



against the said Mrs. Nanda Sitaram Pathare & others and the Purchaser for a declaration that Sale Deed dated 29/11/2011 is illegal to the extent of said undivided share in the property, possession thereof and other consequential reliefs. Mrs. Nanda Sitaram Pathare & others and the Purchaser filed their pleadings and contested the said Suit. Thereafter dispute between Mr. Nitin Dattatray Desai, and Mrs. Sangita Rajaram Lokhande, M/s. M G M Associates and Mrs. Nanda Sitaram Pathare & others came to be amicably settled and the Parties filed Consent Terms in the said Suit being Special Civil Suit No. 1269/2014 and the Hon'ble Court was pleased to pass a Consent Decree on 01/03/2016 to that effect. In pursuance of the said Consent terms, the said Mr. Nitin Dattatray Desai, Mrs. Sangita Rajaram Lokhande, M/s. M G M Associates have agreed to transfer, assign, and convey whatever rights accrued to them by virtue of the Sale Deed dated 31/12/2005, Deed of Confirmation dated 27/02/2006 confirming the Sale Deed dated 31/12/2005, Development Agreement dated 14/12/2006, Deed of Declaration dated 14/12/2006 and Joint Venture Agreement (document name is Articles of agreement) dated 02/03/2007 in favor of the said M/s. Sharda Alliance Shelters. *It is clarified that the said Suit is not related to the Subject land. Further, it is clarified that the said facts have been ascertained from the Deed of Assignment dated 16/01/2016, and registered with the office of the Sub Registrar Haveli No. 22, vide registration No. 740/2016.*

**(d)** It is clarified that this report is based and restricted on the documents and revenue records produced before my inspection and certain information supplied to me by my clients and searches taken at the website and the Search. If anything is found other than that, then in that case I will not be liable for any damage caused to anyone due to this Search and Title Report.



(e) The present Report relates to ascertaining the title of the said Land which was initially agricultural land and which was purchased/acquired by the persons as mentioned in this Report either directly from the farmers or other person/s holding such land. In such circumstances, I do not have direct access to the original owners to ascertain various aspects of their holdings such as the persons who comprised their Hindu Undivided Families, the undivided shareholding of the individuals in the lands, the boundaries of the respective holdings, and other such other issues. Further, the farmers do not possess any muniments of title and are not able to answer any requisitions on title. As a custom, the titles to such lands are 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 the 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.

(f) Certain documents/ correspondence 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 the 7/12 extract to arrive at a conclusion that can be presumed to be correct unless proved or a new entry is lawfully substituted therefor.

(g) 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 original, certified or photocopies and have not examined the same, (ii) that all



permissions, if necessary have been obtained, (iii) the accuracy and completeness of all the factual representations made in the documents, (iv) that there have been no changes, amendments or modifications to the documents examined by me, (v) that all members of the Hindu Undivided Family have been made a party to the documents as discussed in this report and no person/s are left out and on the correctness as regards all members of Hindu Undivided Family being made a party to the documents (B) I have relied upon the information relating to (i) Lineage and family tree on the basis of the revenue records made available and information provided to me by my clients, (ii) save and except as stated in this report 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 or portions thereof on the basis of the revenue records 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.

(h) 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 that piece and parcel of land total admeasuring **32 Ares** comprising of (a) **admeasuring 17 Ares i.e. 1700 square** meters owned by Mr. Bhanudas Nivrutti Balwadkar, Mr. Devidas Nivrutti Balwadkar, and Mr. Changdeo Nivrutti Balwadkar and (b) **admeasuring 15 Ares i.e. 1500 square meters** owned by Mr. Rohidas Yashwant Balwadkar, Mr. Tanaji Yashwant Balwadkar and Mr.



Avinash Yashwant Balwadkar, out of **Survey No. 31, Hissa No. 4**, total land admeasuring 01 Hector 37 Ares, assessed at Rs. 06.31 Paise, situated at **Village Balewadi**, Taluka Haveli and District Pune and within the limits of the Pune Municipal Corporation and within the limits of the Sub-Registrar, Haveli No. 1 to 27, Pune and bounded as follows:-

**(a) 17 Ares:-**

East : By land owned by Mr. Rajesh Balwadkar  
West : By land owned by Mr. Rohidas Balwadkar  
South : By Road  
North : By land owned by Mr. Vilas Yadav

**(b) 15 Ares:-**

East : By land owned by Mr. Changdeo Balwadkar  
West : By Road and land owned by Mr. Vilas Yadav  
South : By Road  
North : By land owned by Mr. Vilas Yadav

**(6) Opinion**

In the circumstances and subject to what is stated herein above, I certify that in my opinion **(a) an area admeasuring 17 Ares i.e. 1700 square meters** owned by Mr. Bhanudas Nivrutti Balwadkar, Mr. Devidas Nivrutti Balwadkar, and Mr. Changdeo Nivrutti Balwadkar and **(b) an area admeasuring 15 Ares i.e. 1500 square meters** owned by Mr. Rohidas Yashwant Balwadkar, Mr. Tanaji Yashwant Balwadkar and Mr. Avinash Yashwant Balwadkar, out of **Survey No. 31, Hissa No. 4**, total land admeasuring 01 Hector 37 Ares, assessed at Rs. 06.31 Paise, situated at **Village Balewadi**, Taluka Haveli and District Pune and they are well and sufficiently entitled to their respective said Land and that they have a clear, free from encumbrances, and marketable title to their respective



said lands and **M/s. BM Build Spaces LLP**, registered Limited Liability Partnership through its one of the Partner namely Mr. Sagar Vijay Balwadkar have every right and authority to develop **the said land** as Developer as mentioned hereinabove.

Date: 04/06/2025

*Balwadkar*

**Rishi Dinkar Nakade**  
**Advocate**



Housiey.com





CHALLAN  
MTR Form Number-6



GRN	MH014653803202425U	BARCODE		Date	20/01/2025-16:06:26	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 Rishi Dinkar Nakade		
Location	PUNE						
Year	2024-2025 From 01/01/1995 To 20/01/2025			Flat/Block No.			
Account Head Details		Amount In Rs.		Premises/Building			
0030072201 SEARCH FEE		750.00		Road/Street			
				Area/Locality			
				Town/City/District			
				PIN			
				Remarks (If Any)			
				Search Receipt for Survey No. 31 Hissa No. 4 Balewadi, Pune			
Total		750.00		Amount In	Seven Hundred Fifty Rupees Only		
				Words			
Payment Details				FOR USE IN RECEIVING BANK			
STATE BANK OF INDIA							
Cheque-DD Details				Bank CIN	Ref. No.	00040572025012056563	CPAESGKMU5
Cheque/DD No.				Bank Date	RBI Date	20/01/2025-16:24:07	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. : 9689004303

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 करताच्या दस्तांसाठी लागू नाही.



