

M/S. RAJIV PATEL AND ASSOCIATES

ADVOCATES

25, United Apartments, 1st Floor, 2407, Gen. Thimayya Marg, (East Street), PUNE - 411 001.

Ref No. :

Date :

30.04.2024

To,
The Maharashtra Real Estate
Regulatory Authority
("MahaRERA")

LEGAL TITLE REPORT

Sub : Title Clearance Certificate with respect to the following lands admeasuring Hectares 03=67.80 Ares equivalent to 36,780.77 sq.mtrs. (as per the Revenue Records) in the aggregate [hereinafter referred as "the said Property"] out of the Layout sanctioned in respect of the contiguous block of land admeasuring Hectares 06=59.74 Ares equivalent to 65,974 sq.mtrs. (as per the Revenue Record) formed of the lands bearing Survey Nos. 35/1/1/A (part), 35/1/1/B, 35/1/2 (part), 48/2/A and 48/2/C [and which contiguous block of land is hereinafter referred as "the said Larger Land"] situate, lying and being at Village Bavdhan Khurd, within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Municipal Corporation of Pune:-

<u>NEW SURVEY NO. / HISSA NO.</u>	<u>AREA (in sq.mtrs.)</u>	<u>NAME OF HOLDER/S</u>
35/1/48/2/A/1	27206.99	Mihir Homes Enterprise LLP (owner of 24726.32 sq.mtrs.) Hemant Pandurang Pimpale & Rajendra Pandurang Pimpale (owner of 2480.67 sq.mtrs.)
35/1/48/2/A/2 (Open Space 1)	769.33	Mihir Homes Enterprise LLP
35/1/48/2/A/3 (Open Space 2)	580.16	Mihir Homes Enterprise LLP
35/1/48/2/A/4 (Open Space 3)	369.33	Mihir Homes Enterprise LLP
35/1/48/2/A/5	748.30	Mihir Homes Enterprise LLP



(Open Space 4)		
35/1/48/2/A/6	1040.78	Mihir Homes Enterprise LLP
(Open Space 5)		
35/1/48/2/A/10 (BDP Reservation)	4723.80	Mihir Homes Enterprise LLP
35/1/48/2/A/12 (12 Mtr. Internal Road)	910.08	Mihir Homes Enterprise LLP
48/2/A/1	372	Mihir Homes Enterprise LLP
48/2/C/1	60	Mihir Homes Enterprise LLP
TOTAL	36,780.77 sq.mtrs.	

At the request of Mihir Homes Enterprise LLP, a Limited Liability Partnership formed and registered under the Limited Liability Partnership Act, 2008 having its Registered Office at "Nyati Unitree", Survey Number 103/129, Plot B+C, CTS No. 1995 + CTS No. 1996B, Yerwada, Pune Nagar Road, Pune 411006, we have investigated the title of the said **MIHIR HOMES ENTERPRISE LLP** and of **SHRI. HEMANT PANDURANG PIMPALE** and **SHRI. RAJENDRA PANDURANG PIMPALE** to their respective holdings out of said Property and of the beneficial title of the said Mihir Homes Enterprise LLP to the holding of the said Rajendra Pandurang Pimpale and Hemant Pandurang Pimpale therefrom. As part of such investigation, we have inspected the following documents:-

1. Description of the said Property:

The following lands admeasuring Hectares 03=67.80 Ares equivalent to 36,780.77 sq.mtrs. (as per the Revenue Records) in the aggregate out of the Layout sanctioned in respect of the contiguous block of land admeasuring Hectares 06=59.74 Ares equivalent to 65,974 sq.mtrs. (as per the Revenue Record) formed of the lands bearing Survey Nos. 35/1/1/A (part), 35/1/1/B, 35/1/2 (part), 48/2/A and 48/2/C situate, lying and being at Village Bavdhan Khurd, within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Municipal Corporation of Pune:-

<u>NEW SURVEY NO. / HISSA NO.</u>	<u>AREA (in sq.mtrs.)</u>	<u>NAME OF HOLDER/S</u>
35/1/48/2/A/1	27206.99	Mihir Homes Enterprise LLP (owner of 24726.32 sq.mtrs.) Hemant Pandurang Pimpale & Rajendra Pandurang Pimpale

M/S. RAJIV PATEL AND ASSOCIATES

		(owner of 2480.67 sq.mtrs.)
35/1/48/2/A/2 (Open Space 1)	769.33	Mihir Homes Enterprise LLP
35/1/48/2/A/3 (Open Space 2)	580.16	Mihir Homes Enterprise LLP
35/1/48/2/A/4 (Open Space 3)	369.33	Mihir Homes Enterprise LLP
35/1/48/2/A/5 (Open Space 4)	748.30	Mihir Homes Enterprise LLP
35/1/48/2/A/6 (Open Space 5)	1040.78	Mihir Homes Enterprise LLP
35/1/48/2/A/10 (BDP Reservation)	4723.80	Mihir Homes Enterprise LLP
35/1/48/2/A/12 (12 Mtr. Internal Road)	910.08	Mihir Homes Enterprise LLP
48/2/A/1	372	Mihir Homes Enterprise LLP
48/2/C/1	60	Mihir Homes Enterprise LLP
TOTAL	36,780.77 sq.mtrs.	

2. The Documents of Allotment of the said Property:

- a. Agreement for Development dated 22.09.2017 (duly registered under Serial No.8024 of 2017 with the Sub-Registrar, XVII, Pune) executed by and between Dattu Bhaguji Vede and members of his family of the One Part, Hemant Pandurang Pimpale and Rajendra Pandurang Pimpale of the Second Part and the said Mihir Homes Enterprise LLP of the Third Part, in respect of a portion admeasuring Hectares 00=35 Ares out of land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Taluka Mulshi, District Pune.
- b. Deed of Sale dated 16.10.2018 (duly registered under Serial No.10422 of 2018 with the Sub-Registrar, Haveli XXVII, Pune), executed by Dattu Bhaguji Vede and members of his family to/in favour of the said Mihir Homes Enterprise LLP in respect of a portion admeasuring Hectares 00=06.50 Ares out of the land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Taluka Mulshi, District Pune.
- c. Deed of Sale dated 22.05.2017 (duly registered under Serial No. 3818 of 2017 with the Sub-Registrar, Haveli XI, Pune), executed by M/s. Sancheti Construction Company to/in favour of the said Mihir Homes Enterprise LLP in respect of a portion admeasuring Hectares 00=16 Ares out of the land bearing



Survey No.35 Hissa No.1/1/B (formerly bearing Hissa No.1/1B), Bavdhan Khurd, Taluka Mulshi, District Pune.

- d. Deed of Sale dated 22.05.2017 (duly registered under Serial No. 3815 of 2017 with the Sub-Registrar, Haveli XI, Pune), executed by Tech Mahindra Limited to/in favour of the said Mihir Homes Enterprise LLP in respect of a portion admeasuring Hectares 01=70 Ares out of the land bearing Survey No.35 Hissa No.1/1/B (formerly bearing Hissa No.1/1B) and of lands admeasuring Hectares 01=46 Ares and Hectares 02=24 Ares bearing Survey No. 48 Hissa Nos.2/A and 2/C [formerly bearing Hissa Nos.2/1A/1 and 2/1B] respectively, Bavdhan Khurd, Taluka Mulshi, District Pune.
- e. Deed of Conveyance dated 31.03.2022 (duly registered under Serial No.7269 of 2022 with the Sub-Registrar, Haveli XXIII, Pune), executed by M/s. Landway Infra Built LLP to/in favour of the said Mihir Homes Enterprise LLP in respect of a portion admeasuring Hectares 00=68.74 Ares out of the land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune.

3. 7/12 Extracts & Mutation Entries: The available 7/12 Extracts in respect of Survey Nos. 35/1/1/A, 35/1/1/B, 35/1/2, 48/2/A and 48/2/C, new Survey Nos. 35/1/48/2/A/1 to 35/1/48/2/A/13, 48/2/A/1 and 48/2/C/1 of village Bavdhan Khurd, Taluka Mulshi, District Pune, and Mutation Entry Nos. 184, 693, 701, 717, 750, 758, 820, 965, 985, 1075, 1155, 1262, 1280, 1343, 1695, 1720, 1805, 2014, 2232, 2233, 2234, 2312, 2848, 3662, 3663, 3664, 4326, 4377, 4721, 4722, 5271, 5695, 5780, 5928, 5960, 5961, 5978, 6006, 6007, 6016, 6038, 6114, 6355, 6382, 6383, 6385, 6402, 6443, 6547, 6631, 6658, 6677, 6712.

4. Search Report: Search Reports for the period of 1987 to 2023 in respect of land earlier bearing Survey Nos. 35/1/1/A, 35/1/1/B, 48/2/A and 48/2/C, and Search Report for the period of 1991 to 2023 in respect of land earlier bearing Survey No. 35/1/2, all of Village Bavdhan Khurd, Taluka Mulshi, District Pune issued by Shri. Deepak R. Hole, Advocate.

5. Encumbrances and Litigations:

Particulars of the Encumbrances/Charges created and particulars of Litigations presently subsisting in respect of the said Property or any part thereof are mentioned in Para Nos. (X) and (XI) of the Flow of Title annexed hereto as **Annexure "A"**, and this Certificate is issued subject to the same.

6. Owners of the said Property:

MIHIR HOMES ENTERPRISE LLP, RAJENDRA PANDURANG PIMPALE and HEMANT PANDURANG PIMPALE.

The Report reflecting the Flow of Title of the said Mihir Homes Enterprise LLP the said Rajendra Pandurang Pimpale and Hemant Pandurang Pimpale to their respective holdings out of the said Property and the beneficial title of the said Mihir Homes Enterprise LLP to the holding of the said Rajendra Pandurang Pimpale and Hemant Pandurang Pimpale therefrom is enclosed herewith as **Annexure "A"**.



M/S.RAJIV PATEL & ASSOCIATES

A handwritten signature in blue ink, appearing to read "R. Patel".

PROPRIETOR

Encl: Annexure "A"

Housiey.com

Annexure "A"

FLOW OF TITLE OF THE SAID PROPERTY

(I) PORTIONS OUT OF THE LAND BEARING SURVEY NO.35 HISSA NO.1/1/A [FORMERLY BEARING HISSA NO.1/1A], BAVDHAN KHURD, TALUKA MULSHI, DISTRICT PUNE.

1. Sopana Shripati Vede and Samba Ganpati Vede were the holders as tenants-in-common in equal shares of all that piece and parcel of land or ground then admeasuring 11 Acres and 07 Gunthas bearing Survey No.35 Hissa No.1/1, situate, lying and being at Village Bavdhan Khurd within the Registration Sub-District of Taluka Mulshi, District Pune and then within the limits of the Gram Panchayat of Bavdhan Khurd. In the circumstances, Sopana Shripati Vede and Samba Ganpati Vede each held land admeasuring 5 Acres and 23.50 Gunthas out of the said land bearing Survey No.35 Hissa No.1/1, Village Bavdhan Khurd, Pune.
2. The said Samba Ganpati Vede died intestate on 18.03.1934, leaving behind him as his only heirs and next-of-kin his widow namely, Shiti Samba Vede, and his son namely, Bhagu Samba Vede. The name of the Bhagu Samba Vede (by the hand of his mother and natural guardian, Shiti Samba Vede) was entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder of the share earlier held by the said Samba Ganpati Vede therein vide Mutation Entry No.184 dated 16.11.1934.
3. The said Sopana Shripati Vede and Bhagu Sambha Vede availed of a loan from the Pune Zilla Sahakari Bhu-Vikas Bank Limited and a charge in favour of the said Bank was created on the said land bearing Survey No.35 Hissa No.1/1, Bavdhan Khurd, Taluka Mulshi, District Pune as security for due repayment of the said loan. The name of the said Bank was entered in the "Possessory" column of the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1, Bavdhan Khurd, Taluka Mulshi, District Pune as the mortgagee thereof and the names of the said Sopana Shripati Vede and Another were transferred to the "Other Rights" column thereof vide Mutation No.717 dated 16.09.1963. However, on repayment of all the dues of the said Bank by the said Sopana Shripati Vede and Another, the name of the said Pune Zilla Sahakari Bhu-Vikas Bank Limited was deleted from the "Possessory" column thereof as the said Bank released its charge on the said land and the names of the said Sopana Shripati Vede and Another were re-entered as the holders and possessors thereof vide Mutation Entry No.758 dated 31.10.1965.
4. Vide a Deed of Sale dated 24.06.1968 (duly registered under Serial No.1040 of

M/S. RAJIV PATEL AND ASSOCIATES

1968 with the Sub-Registrar, Maval, Pune), the said Bhaguji Sambhaji Vede [with the consent of the said Sopana Shripati Vede] assigned, transferred, assured and conveyed a portion admeasuring 04 Acres 24 Gunthas out of his holding admeasuring 05 Acres 23.50 Gunthas) in the said land bearing Survey No.35 Hissa No.1/1, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of Lalitprasad Bhaishankar Shukla. The said portion admeasuring 04 Acres 24 Gunthas out of the said land bearing Survey No.35 Hissa No.1/1, Bavdhan Khurd, Taluka Mulshi, District Pune so conveyed by the said Bhaguji Sambhaji Vede to/in favour of the said Lalitprasad Shukla was assigned "Pot Hissa No.B" of Hissa No.1/1 of Survey No.35, Bavdhan Khurd, Pune while the remaining portion admeasuring 06 Acres 23 Gunthas out of the said land bearing Survey No.35 Hissa No.1/1, Bavdhan Khurd was assigned "Pot Hissa No.A" of Hissa No.1/1 of Survey No.35, Bavdhan Khurd, Pune vide Mutation Entry No.965 dated 05.04.1969. After such alienation made by the said Bhaguji Sambhaji Vede out of his said holding in the said land bearing Survey No.35 Hissa No.1/1, Bavdhan Khurd, Pune in favour of the said Lalitprasad B. Shukla, his holding in the remaining portion of the said land (which was assigned Pot Hissa No.B of Hissa No.1/1 of Survey No.35, Bavdhan Khurd) admeasured 39 Gunthas.

5. The provisions of the Maharashtra Weights and Measures Act, 1958 and of the Indian Coinage Act, 1955 were made applicable to Village Bavdhan Khurd and due effect of the same was given in the Revenue Record of the said Village vide Mutation Entry No.985. Accordingly, the area of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune was shown to be Hectares 02=66 Ares.
6. Vide a Deed of Sale dated 16.05.1974 (duly registered under Serial No.578 of 1974 with the Sub-Registrar Maval, Pune), the said Bhaguji Sambhaji Vede and the members of his family purported to assign, transfer, assure and convey a portion admeasuring Hectares 01=33 Ares out of his holding in the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of Devendrakumar Hansraj Anand and Subhashchandra Anand. The names of the said Devendrakumar Hansraj Anand and Another were entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders of the said portion thereof vide Mutation Entry No.1155 dated 21.07.1974. However, in view of the fact that the said Bhaguji Sambhaji Vede only held a portion admeasuring Hectares 00=39 Ares out of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, vide the said Deed of Sale dated 16.05.1974, the said Devendrakumar Hansraj Anand and Another only acquired title to a portion admeasuring Hectares 00=39 Ares out of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Pune.
7. Vide a Deed of Partition dated 05.10.1978 (duly registered under Serial No.816



of 1978 with the Sub-Registrar, Maval, Pune), the said Bhaguji Sambhaji Vede and Sopana Shripati Vede partitioned, inter alia, the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune among themselves and, on such partition portions admeasuring Hectares 02=27 Ares and Hectares 00=39 Ares out of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune came to the shares of the said Sopana Shripati Vede and Bhaguji Sambhaji Vede respectively. Effect of such partition was given the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune vide Mutation Entry No.1262 dated 24.03.1980.

8. Despite the fact that the said Bhaguji Sambhaji Vede and Members of his family had already alienated their said holding admeasuring Hectares 00=39 Ares out of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd in favour of the said Devendrakumar Hansraj Anand and Another vide the above recited Deed of Sale dated 16.05.1974, vide a Deed of Sale dated 13.05.1978 (duly registered under Serial No.818 of 1978 with the Sub-Registrar, Maval, Pune), the said Bhaguji Sambhaji Vede and the members of his family **purported** to assign, transfer, assure and convey the said portion admeasuring Hectares 00=39 Ares out of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of Nandkumar Thakurdas Jaisinghani. Effect of such sale of the said portion admeasuring Hectares 00=39 Ares by the said Bhaguji Shmbhaji Vede and the members of his family to/in favour of the said Nandkumar Thakurdas Jaisinghani was not given on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune.
9. The said Devendrakumar Hansraj Anand died intestate on 02.10.1978, leaving behind him as his only heirs and next-of-kin his widow namely, Kashmira Devendrakumar Anand and his three daughters namely, Neeta, Situ and Baby Devendrakumar Anand. However, pursuant to the Order passed by the Joint Civil Judge Junior Division, Pune in Civil Suit No.1784 of 1977, the name of Surendrakumar Hansraj Anand (brother of the said Late Devendrakumar Hansraj Anand) was entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder of the share earlier held by the said Late Devendrakumar Hansraj Anand therein vide Mutation Entry No.1280 dated 17.04.1980.
10. The said Surendrakumar Hansraj Anand died intestate on 27.08.1989, leaving behind him as his only heirs and next-of-kin his widow namely, Suvarna Surendrakumar Anand, his two sons namely, Sandeep and Manish Surendrakumar Anand and his one married daughter namely, Mamta Ajay Chaddha. The names of the said heirs of the said Late Surendrakumar Hansraj Anand were entered on the VII/XII Extract pertaining to the said land bearing

M/S. RAJIV PATEL AND ASSOCIATES

Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders of the share earlier held by the said Late Surendrakumar Hansraj Anand therein vide Mutation Entry No.1805 dated 30.10.1985.

11. Vide a Deed of Release dated 25.04.1991 (duly registered under Serial No.1945 of 1991 with the Sub-Registrar, Maval, Pune), the said Subhashchandra Hansraj Anand and the said heirs of the said Late Surendrakumar Hansraj Anand for the reasons recited therein released all and whatsoever their right, title and interest in the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of Kisan Sopana Vede, Vishvanath Sopana Vede, Nana Bhaguji Vede, Dattu Bhaguji Vede and Pandurang Bhaguji Vede. The names of the said Kisan Sopana Vede, Vishvanath Sopana Vede, Nana Bhaguji Vede, Dattu Bhaguji Vede and Pandurang Bhaguji Vede were entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders of the share earlier held by the said Subhashchandra Hansraj Anand and Others therein vide Mutation Entry No.2014 dated 31.10.1991.
12. Vide a Deed of Sale dated 29.03.1993 (duly registered under Serial No.727 of 1993 with the Sub-Registrar, Mulshi, Pune) the said Dattu Bhaguji Vede (as Karta and Manager of his Hindu Undivided Family) and the said Pandurang Bhaguji Vede (as Karta and Manager of his Hindu Undivided Family) (with the consent of the said Nana Bhaguji Vede), assigned, transferred assured and conveyed a portion admeasuring Hectares 00=16.50 Ares out of their said holding admeasuring Hectares 00=39 Ares out of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of Hemant Pandurang Pingle and Rajendra Pandurang Pingle. The names of the said Hemant Pandurang Pingle and Another were duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders of the said portion admeasuring Hectares 00=16.50 Ares thereof vide Mutation Entry No.2312 dated 25.06.1994.
13. Effect of the said Deed of Partition dated 05.10.1978 executed between the said Bhaguji Sambhaji Vede and Sopana Shripati Vede was given by the names of the said Dattu Bhaguji Vede and the said Pandurang Bhaguji Vede being entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders of a portion admeasuring Hectares 00=22.50 Ares thereof (after deducting an area admeasuring Hectares 00=16.50 Ares earlier conveyed to/in favour of Hemant Pandurang Pingle and Rajendra Pandurang Pingle) vide Mutation Entry No.2848 dated 07.05.1997.
14. Vide a Deed of Sale dated 27.03.1997 (duly registered under Serial No.1571 of



1997 with the Sub-Registrar, Mulshi, Pune) the said Pandurang Bhaguji Vede (as Karta and Manager of his Hindu Undivided Family) and the said Nana Bhaguji Vede (as Karta and Manager of his Hindu Undivided Family) (with the consent of the said Datu Bhaguji Vede), assigned, transferred assured and conveyed a portion admeasuring Hectares 00=06.50 Ares out of their remaining holding admeasuring Hectares 00=22.50 Ares out of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said Hemant Pandurang Pingle and Rajendra Pandurang Pingle.

15. The said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune was assigned new "Hissa No.1/1/A" of Survey No.35, Bavdhan Khurd, Pune vide Mutation Entry No.4326 dated 29.10.2004.
16. Certain disputes arose between the said Dattu Bhaguji Vede and Others on the one hand and one Madhu Balaram Jaisinghani on the other hand pertaining to, inter-alia, the above captioned land as a result whereof the said Madhu Balaram Jaisinghani filed Regular Civil Suit Nos.856 and 857 of 1998 in the Court of the Civil Judge, Junior Division Pune at Pune seeking, inter-alia, a Decree of Permanent Injunction against the Defendants in the said Suit for declaring the Plaintiff as the lawful owner of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune and for Interim and incidental reliefs. However, the said parties to the said Regular Civil Suit Nos.856 and 857 of 1998 arrived at an amicable settlement of all disputes subsisting between them pertaining to the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune and the parties filed Consent Terms in the said pending Suit recording the terms of such amicable settlement. The said Court of the Civil Judge, Junior Division, Pune at Pune passed its Decree in terms of such Consent Terms on 24.12.2004. Under the terms of the said Decree dated 24.12.2004, it was agreed and confirmed by the parties thereto that:-
 - (a) the said Madhu Balaram Jaisinghani, Anupama Balaram Jaisinghani and Nitin Balaram Jaisinghani (heirs of the said Late Balaram Thakurdas Jaisinghani) are the absolute Owners and are entitled to held a portion admeasuring Hectares 01=20 Ares out of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune.
 - (b) the said Vishwanath Sopana Vede and Ankush Kisan Vede are the absolute Owners and are entitled to held a portion admeasuring Hectares 01=04 Ares out of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune.
 - (c) the said Dattu Bhaguji Vede, Nana Bhaguji Vede and Pandurang Bhaguji Vede are the absolute Owners and are entitled to held a portion

admeasuring Hectares 00=39 Ares out of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune.

- (d) the Deed of Sale dated 13.05.1978 (duly registered under Serial No.817 of 1978 with the Sub-Registrar, Maval, Pune) executed by the said Late Sopana Shripati Vede to/in favour of Nandkumar Thakurdas Jaisinghani be cancelled (so far as the same pertains to a portion admeasuring Hectares 01=04 Ares) out of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune.
- (e) the said Deed of Sale dated 13.05.1978 (duly registered under Serial No.818 of 1978 with the Sub-Registrar, Maval, Pune) executed by the said Late Bhagu Samba Vede to/in favour of the said Nandkumar Thakurdas Jaisinghani (in respect of a portion admeasuring Hectares 00=39 Ares out of the said land bearing Survey No.35 Hissa No.1/1A, Bavdhan Khurd, Taluka Mulshi, District Pune) be cancelled.

Effect of the said Consent Decree was given on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Pune vide Mutation Entry No.4377 dated 11.01.2005.

17. Vide a Deed of Sale dated 20.03.2006, read with a Deed of Confirmation thereto dated 28.09.2010 (duly registered under Serial No.9202 of 2010 with the Sub-Registrar, XVI, Pune), the said Nana Bhaguji Vede and members of his family assigned, transferred, assured and conveyed a portion admeasuring Hectares 00=05.50 Ares out of his holding in the said land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said Hemant Pandurang Pimpale and Rajendra Pandurang Pimpale. The names of the said Hemant Pandurang Pimpale and Another were duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders of the said portion admeasuring Hectares 00=05.50 Ares thereof vide Mutation Entry No.5271 dated 01.11.2010.
18. Vide an Agreement for Development dated 11.05.2006 (duly registered under Serial No.3659 of 2006 with the Sub-Registrar, XVI, Pune) executed by and between the said Nana Bhaguji Vede and members of his family of the One Part and Hemant Pandurang Pimpale and Rajendra Pandurang Pimpale of the Other Part, the said Nana Bhaguji Vede and members of his family granted rights of development of a portion admeasuring Hectares 00=05.50 Ares out of his holding in the said land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said Hemant Pandurang Pimpale and Another at or for the consideration and on the terms and conditions therein contained. The names of the said Hemant Pandurang Pimpale and Another



were entered in the "Other Rights" column of the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders of the Rights of Development of the said portion admeasuring Hectares 00=05.50 Ares thereof vide Mutation Entry No.4721 dated 23.04.2007.

19. Vide an Agreement for Development dated 18.05.2006 (duly registered under Serial No.3798 of 2006 with the Sub-Registrar, XVI, Pune) executed by and between the said Dattu Bhaguji Vede and members of his family of the One Part and the said Hemant Pandurang Pimpale and Rajendra Pandurang Pimpale of the Other Part, the said Dattu Bhaguji Vede and members of his family granted rights of development of a portion admeasuring Hectares 00=06.50 Ares out of his holding in the said land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said Hemant Pandurang Pimpale and Another at or for the consideration and on the terms and conditions therein contained. The names of the said Hemant Pandurang Pimpale and Another were entered in the "Other Rights" column of the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders of the Rights of Development of the said portion admeasuring Hectares 00=06.50 Ares thereof vide Mutation Entry No.4722 dated 23.04.2007.
20. The said Nana Bhagu Vede died intestate on 24.03.2014, leaving behind him as his only heirs and next-of-kin his widow namely, Jaywanti Nana Vede, his son namely, Somnath Nana Vede and his three married daughters namely, Varsha Dattatray Valke, Archana Nanasaheb Javalkar and Asha Ramesh Waikar. The names of the said heirs of the said Late Nana Bhagu Vede were duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders of the share earlier held by said Late Nana Bhagu Vede therein vide Mutation Entry No.5695 dated 07.05.2014.
21. In the circumstances, the said Shri.Hemant Pandurang Pimpale and Rajendra Pandurang Pimpale came to hold a portion admeasuring Hectares 00=28.50 Ares and the said Shri.Hemant Pandurang Pimpale and Rajendra Pandurang Pimpale also became the holders of rights of development of a portion admeasuring Hectares 00=06.50 Ares out of the said land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Taluka Mulshi, District Pune.
22. Vide an Agreement for Development dated 22.08.2017 (duly registered under Serial No.8024 of 2017 with the Sub-Registrar, XVII, Pune) executed by and between the said Dattu Bhaguji Vede and members of his family of the One Part, the said Hemant Pandurang Pimpale and Rajendra Pandurang Pimpale of the Second Part and the said Mihir Homes Enterprise LLP of the Third Part, the

M/S. RAJIV PATEL AND ASSOCIATES

said Dattu Bhaguji Vede and members of his family and the said Hemant Pandurang Pimpale and Another granted rights of development of their respective holdings in the above captioned Land to/in favour of the said Mihir Homes Enterprise LLP at or for the consideration and on the terms and conditions therein contained.

23. Vide a Deed of Sale dated 16.10.2018 (duly registered under Serial No.10422 of 2018 with the Sub-Registrar, Haveli XXVII, Pune), the said Dattu Bhaguji Vede and members of his family assigned, transferred, assured and conveyed their holding admeasuring Hectares 00=06.50 Ares out of the land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said Mihir Homes Enterprise LLP. The name of the said Mihir Homes Enterprise LLP is duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder of the said portion admeasuring Hectares 00=06.50 Ares therein vide Mutation Entry No.6114.

(II) PORTION ADMEASURING HECTARES 01=70 ARES OUT OF THE LAND BEARING SURVEY NO.35 HISSA NO.1/1/B [FORMERLY BEARING HISSA NO.1/1B], BAVDHAN KHURD, TALUKA MULSHI, DISTRICT PUNE.

1. As stated above, the said Sopana Shripati Vede and Samba Ganpati Vede were the holders, as tenants-in-common in equal shares, of all that piece and parcel of land or ground then admeasuring 11 Acres and 07 Gunthas bearing Survey No.35 Hissa No.1/1, situate, lying and being at Village Bavdhan Khurd within the Registration Sub-District of Taluka Mulshi, District Pune and then within the limits of the Gram Panchayat of Bavdhan Khurd.
2. As stated above, the said Samba Ganpati Vede died intestate on 18.03.1934, leaving behind him as his only heirs and next-of-kin his widow namely, Shiti Samba Vede and his son namely, Bhagu Samba Vede. The name of the Bhagu Samba Vede (by the hand of his mother and natural guardian, Shiti Samba Vede) was entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder of the share earlier held by the said Samba Ganpati Vede therein vide Mutation Entry No.184 dated 15.11.1934.
3. As stated above, the said Sopana Shripati Vede and Bhagu Sambha Vede availed of a loan from the Pune Zilla Sahakari Bhu-Vikas Bank Limited and a charge in favour of the said Bank was created on the said land bearing Survey No.35 Hissa No.1/1, Bavdhan Khurd, Taluka Mulshi, District Pune as security for due repayment of the said loan. The name of said Bank as a mortgagee in possession was entered in the "Possessory" column of the VII/XII Extract



pertaining to the said land bearing Survey No.35 Hissa No.1/1, Bavdhan Khurd, Taluka Mulshi, District Pune and the names of the said Sopana Shripati Vede and Another were transferred to the "Other Rights" column thereof vide Mutation No.717 dated 16.09.1963. However, on repayment of all the dues of the said Bank by the said Sopana Shripati Vede and Another, the name of the said Pune Zilla Sahakari Bhu-Vikas Bank Limited was deleted from the "Possessory" column thereof as the said Bank released its charge on the said land and the name of the said Sopana Shripati Vede and Another were re-entered as the holder thereof vide Mutation Entry No.758 dated 31.10.1965.

4. As stated above, vide the said Deed of Sale dated 24.06.1968 (duly registered under Serial No.1040 of 1968 with the Sub-Registrar, Maval, Pune), the said Bhaguji Sambhaji Vede [with the consent of the said Sopana Shripati Vede] assigned, transferred, assured and conveyed a portion admeasuring 04 Acres 24 Gunthas out of his holding admeasuring 05 Acres 23.50 Gunthas) in the said land bearing Survey No.35 Hissa No.1/1, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of Lalitprasad Bhaishankar Shukla. The said portion admeasuring 04 Acres 24 Gunthas out of the said land bearing Survey No.35 Hissa No.1/1, Bavdhan Khurd, Taluka Mulshi, District Pune so conveyed by the said Bhaguji Sambhaji Vede to/in favour of the said Lalitprasad Shukla was assigned "Pot Hissa No. B" of Hissa No.1/1 of Survey No.35, Bavdhan Khurd, Pune while the remaining holding admeasuring 06 Acres 23 Gunthas of the said Bhaguji Sambhaji Vede and Sopana Shripati Vede was assigned "Pot Hissa No. A" of Hissa No.1/1 of Survey No.35, Bavdhan Khurd, Pune vide Mutation Entry No.965 dated 05.04.1969.
5. The provisions of the Maharashtra Weights and Measures Act, 1958 and of the Indian Coinage Act, 1955 were made applicable to Village Bavdhan Khurd and due effect of the same was given in the Revenue Record of the said Village vide Mutation Entry No.985. Accordingly, the area of the said land bearing Survey No.35 Hissa No.1/1B, Bavdhan Khurd, Taluka Mulshi, District Pune was shown to be Hectares 01=86 Ares.
6. Pursuant to application made in that behalf by the said Lalitprasad Bhaishankar Shukla, the names of his two sons namely, Pradeep and Bipin Lalitprasad Shukla, were entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1B, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders thereof alongwith the said Lalitprasad Bhaishankar Shukla therein vide Mutation Entry No.1695 dated 11.08.1988.
7. Motilal Eknath Dhoot and Others, in their capacities as partners of M/s.Deccan Building Material Supply Company, filed a Civil Suit (bearing No.879 of 1985) in the Court of the Civil Judge, Senior Division, Pune and Pune against the said Lalitprasad Bhaishankar Shukla seeking a Declaration that the said land bearing

M/S. RAJIV PATEL AND ASSOCIATES

Survey No.35 Hissa No.1/1B, Bavdhan Khurd, Taluka Mulshi, District Pune was purchased by the said Lalitprasad Bhaishankar Shukla for and on behalf of M/s. Deccan Building Material Supply Company. However, the said Suit was amicably settled between the said Motilal Eknath Dhoot and Others and the said Lalitprasad Bhaishankar Shukla out of Court, and a Compromise Purshis was filed in the said Court on 27.10.1986, whereby all the partners of the said M/s. Deccan Building Material Supply Company confirmed and declared that the said land bearing Survey No.35 Hissa No.1/1B, Bavdhan Khurd, Taluka Mulshi, District Pune was purchased by the said Lalitprasad Bhaishankar Shukla in his individual capacity. Accordingly, the said Suit was disposed off.

8. In or around the year 1985, the said Lalitprasad Bhaishankar Shukla agreed to sell, interalia, the said land bearing Survey No.35 Hissa No.1/1B, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of M/s.Vardhaman Associates at or for the consideration and on the terms and conditions therein. However, vide a Deed of Cancellation dated 13.06.1992, the said agreement was cancelled by the said Lalitprasad Bhaishankar Shukla and M/s. Vardhaman Associates.
9. Vide a Deed of Sale dated 29.09.1992 (duly registered under Serial No.4 of 1993 with the Joint District Registrar, Pune) read with a Declaration thereto dated 21.07.1993 (duly registered under Serial No.72 of 1993 with the Joint District Registrar, Pune) made by Sancheti Constructions Private Limited and M/s Sancheti Construction Company, the said Lalitprasad Bhaishankar Shukla (with the consent of the said Pradeep and Bipin Lalitprasad Shukla) assigned, transferred, assured and conveyed the said land bearing Survey No.35 Hissa No.1/1B, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of M/s. Sancheti Construction Company, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its Registered Office at 307, Narayan Peth, Pune 411030. The name of the said M/s. Sancheti Construction Company was duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1B, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder thereof vide Mutation Entry No.2232 dated 06.09.1993.
10. Vide a Deed of Sale dated 28.03.2000 (duly registered under Serial No.1479 of 2000 with the Sub-Registrar, Mulshi, Pune), read with the Deed of Correction thereto dated 29.05.2002 (duly registered under Serial No.2939 of 2002 with the Sub-Registrar, Mulshi, Pune) and further read with a Deed of Confirmation thereto dated 22.05.2017 (duly registered under Serial No.3813 of 2017 with the Sub-Registrar, Haveli XI, Pune) the said M/s. Sancheti Construction Company assigned, transferred, assured and conveyed a portion admeasuring Hectares 01=70 Ares out of the said land bearing Survey No.35 Hissa No.1/1B, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of M/s. Satyam



Computer Services Limited, a company incorporated under the provisions of the Companies Act, 1956 having its Office at Mayfair Building, Sardar Patel Road, Secunderabad. The name of the said M/s. Satyam Computer Services Limited was duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1B, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder of the said portion admeasuring Hectares 01=70 Ares thereof vide Mutation Entry No.3662 dated 19.06.2000.

11. Pursuant to the Order of the Settlement Commissioner dated 09.10.2003 and of the Tehsildar, Taluka Mulshi, District Pune, the said land bearing "Hissa No.1/1B" of Survey No.35, Bavdhan Khurd, Taluka Mulshi, District Pune was assigned New "Hissa No.1/1/B" of Survey No.35, Bavdhan Khurd, Taluka Mulshi, District Pune vide Mutation Entry No.4326 dated 29.10.2004.
12. The said "M/s. Satyam Computer Services Limited" was amalgamated with "Tech Mahindra Limited", a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at Gateway Building, Apollo Bunder, Mumbai 400001, as per the Scheme of Amalgamation sanctioned by the Hon'ble High Court, Bombay vide its Order dated 28.09.2012 in Company Scheme Petition No.581 of 2012. Effect of such amalgamation of the said "M/s. Satyam Computer Services Limited" with the said "Tech Mahindra Limited" was given on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1/B, Bavdhan Khurd, Taluka Mulshi, District Pune vide Mutation Entry No.5780 dated 04.07.2015.

(III) PORTION ADMEASURING 6874 SQ.MTRS OUT OF THE LAND BEARING SURVEY NO.35 HISSA NO.1/2, BAVDHAN KHURD, TALUKA MULSHI, DISTRICT PUNE.

1. One Genu Maruti Vede was the owner of all that piece and parcel of land or ground admeasuring 11 Acres 08 Gunthas bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune.
2. The provisions of the Maharashtra Weights and Measures Act, 1958 and of the Indian Coinage Act, 1955 were made applicable to Village Bavdhan Khurd and due effect of the same was given in the Revenue Record of the said Village vide Mutation Entry No.985. Accordingly, the area of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune was shown to be Hectares 04=53 Ares.
3. The said Genu Maruti Vede died intestate on 20.09.1972, leaving behind him as his only heirs and next-of-kin his widow namely, Saibai Genu Vede, his four sons namely, Tukaram Genu Vede, Laxman Genu Vede, Shankar Genu Vede and Devram Genu Vede, and his two married daughters namely, Shalubai

M/S. RAJIV PATEL AND ASSOCIATES

Raghunath Gavde and Shantabai Mahipati Dhumal. The name of the said Tukaram Genu Vede (in his capacity as the Karta and Manager of the Hindu Undivided Family of the said Late Genu Maruti Vede) was entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder thereof vide Mutation Entry No.1075.

4. Vide a Deed of Sale dated 15.05.1980 (duly registered under Serial No.84 of 1980 with the Joint-District Registrar, Pune), the said Tukaram Genu Vede and Laxman Genu Vede assigned, transferred, assured and conveyed the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of Trinity Town Development and Finance Private Limited. The name of the said Trinity Town Development and Finance Private Limited was duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder thereof vide Mutation Entry No.1343.
5. The said Shankar Genu Vede purported to convey his undivided share in the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said Trinity Town Development and Finance Private Limited vide a Deed of Sale dated 07.07.1980 [duly Registered under Serial No. 170 of 1980 with the Joint Sub-Registrar, Pune].
6. Vide a Deed of Confirmation/Release dated 31.08.2006 (duly registered under Serial No.6387 of 2006 with the Sub-Registrar, Haveli XXV, Pune), the said Devram Genu Vede and members of his family, the said Shalubai Raghunath Gavde since deceased through her heirs Bhimabai Chinchawade, Janabai Jambhulkar and Alka Shitole, the said Shantabai Mahipati Dhumal, Anjanabai Dilip Gavade and Surekha Vidyadhar Gavade released/conveyed all and whatsoever their right, title and interest in the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune and confirmed the sale of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune by the said Tukaram Genu Vede, Laxman Genu Vede and Shankar Genu Vede vide the said two Deeds of Sale dated 15.05.1980 and 07.07.1980 to/in favour of the said Trinity Town Development and Finance Private Limited.
7. Vide an Agreement for Sale dated 12.02.1990 (duly registered under Serial No.1124 of 1990 with the Sub-Registrar, Maval, Pune), executed by and between the said Trinity Town Development and Finance Private Limited of the One Part and Vrajlal Popatlal Babria of the Other Part, the said Trinity Town Development and Finance Private Limited agreed to sell to the said Vrajlal Popatlal Babria and the said Vrajlal Popatlal Babria agreed to purchase from the said Trinity Town Development and Finance Private Limited a portion



admeasuring Hectares 04=40 Ares out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune at or for the consideration and on the terms and conditions therein contained.

8. Vide a Sale Deed dated 12.09.1995 to be read with the Deed of Confirmation thereto dated 14.09.2001 (Registered under Serial No. 5035 of 2001 with the Office of the Sub-Registrar, Mulshi), the said Trinity Town Development and Finance Private Limited) **purported** to assign, transfer, assure and convey a portion admeasuring 3800 sq. mtrs. out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of Anil Annachatre and Deepak Madanlal Dakale and the said two Purchasers **purported** to further assign, transfer, assure and convey a portion admeasuring 500 sq. mtrs. out of the said portion admeasuring 3800 sq. mtrs. to/in favour of Mrs. Pallavi Sharad Bal.
9. Vide an Agreement for Development dated 31.08.2006 (duly registered under Serial No.6410 of 2006 with the Sub-Registrar Haveli XV, Pune) read with an Supplemental Agreement sum Confirmation thereto dated 29.09.2006 (duly registered under Serial No.7061 of 2006 with the Sub-Registrar Haveli XV, Pune), the said Trinity Town Development and Finance Private Limited (with the consent of the said heirs of the said Late Genu Maruti Vede and members of their respective families) purported to grant rights of development of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of Pratham Surya Multicon Developers at or for the consideration and on the terms and conditions therein contained.
10. Vide an Agreement for Development dated 25.05.2007 (duly registered under Serial No.4112 of 2007 with the Sub-Registrar Haveli XIX, Pune), the said Pratham Surya Multicon Developers (with the consent of the said heirs of the said Late Genu Maruti Vede and members of their respective families) purported to assign and transfer all and whatsoever its beneficial right, title and interest and the benefit factor of the said Agreement for Development dated 31.08.2006 so far as the said pertained to a portion admeasuring 35009.50 sq.mtrs out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of M/s. Surya Associates at or for the consideration and on the terms and conditions therein contained.
11. Vide Eight Deeds of Mortgage all dated 01.11.2007 duly registered under Serial Nos.8284, 8285, 8286, 8287, 8288, 8291, 8292 and 8293 of 2007, the said Trinity Town Development Finance Private Limited **purported** to create mortgages on the said portion admeasuring 35009.50 sq.mtrs. out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd in favour of the Nishant Sahakari Gramin Patsanstha Maryadit, Ranpise Nagar Branch, Akola as security for due repayment of certain loan availed of by, Inter-alia, the said

M/S. RAJIV PATEL AND ASSOCIATES

Trinity Town Development Finance Private Limited from the said Patsanstha. However, all such loans were repaid to the said Patsanstha which executed on 14.06.2018 Eight separate Deeds of Reconveyance of the said portion out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd and which Reconveyance Deeds were duly registered under Serial Nos.8691, 8686, 8688, 8689, 8685, 8684, 8683 and 8682 of 2018 respectively.

12. The heirs of the Late Vrajlal Popatlal Babaria (Smt.Indumati Vrajlal Babaria and Others) filed Special Civil Suit No.1688 of 2006 in the Court of the Civil Judge, Senior Division, Pune at Pune seeking specific performance of the Agreement for Sale dated 12.02.1990 executed by the said Trinity Town Development and Finance Private Limited in favour of the said Vrajlal Popatlal Babaria for sale of a portion admeasuring Hectares 04=40 Ares out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune. Mr. Sharad Kiritbhai Babria had also registered a Notice of Lis Pendence on 09.01.2007 with the Office of the Sub-Registrar, Haveli II, Pune under Serial No. 243 of 2007 in respect of such Special Civil Suit No.1688 of 2006, which was subsequently withdrawn by him vide a Cancellation of Lis Pendence dated 07.03.2018, registered under Serial No. 1942 of 2018 in the Office of the Sub-Registrar, Haveli I, Pune.
13. Such dispute was decreed by the Court of the Civil Judge, Senior Division, Pune at Pune on 16.08.2007 and the said Trinity Town Development and Finance Private Limited was directed to execute a Deed of Sale of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune in favour of the said heirs of the Late Vrajlal Popatlal Babaria within the stipulated period, failing which, the said heirs of the late Vrajlal Popatlal Babaria were entitled to have the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune conveyed in their favor through the Court Commissioner appointed by the Hon'ble Court. The said heirs of the Late Vrajlal Popatlal Babaria also filed a Special Darkhast No. 231 of 2007 before the Ld. Civil Judge, Senior Division, Pune for execution of the said Decree passed on 16.08.2007 in the said Special Civil Suit. As the said Trinity Town Development and Finance Private Limited however failed to convey, the Court Commissioner conveyed the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune in favour of the said Smt.Indumati Vrajlal Babaria and Others vide a Conveyance Deed dated 29.01.2008 and which was duly registered under Serial No.908 of 2008 with the Sub-Registrar, Haveli I, Pune. The names of the said Smt.Indumati Vrajlal Babaria and Others were duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders thereof vide Mutation Entry No.5928.



14. As per Mutation Entry No. 5978, the said Indumati Vrajlal Babria died intestate on 27.11.2010, leaving behind her as her only heirs and next-of-kin her four sons namely, (a) Kiritbhai Vrajlal Babria, (b) Pankaj Vrajlal Babria, (c) Mahesh Vrajlal Babria and (d) Late Rajesh Vrajlal Babria (since deceased on 07.02.2012 through his heirs and next of kin his widow -Rita Rajesh Babria, his son - Jigar Rajesh Babria and his married daughter Manasi Bhavesh Shah), and her two married daughters namely, Nitaben Mukeshbhai Turakhia and Bhartiben Kiritbhai Shah and the names of the said heirs of the said Late Indumati Vrajlal Babria were duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders thereof.
15. Vide a Deed of Release dated 27.09.2013 (duly registered under Serial No.124 of 2013 with the Sub-Registrar, Haveli XXIV, Pune), the said Nitaben Mukeshbhai Turakhia and Bhartiben Kiritbhai Shah released all and whatsoever their right, title and interest in the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of Kiritbhai Vrajlal Babria. The names of the said Nitaben Mukeshbhai Turakhia and Bhartiben Kiritbhai Shah were deleted from the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders of a share therein vide Mutation Entry No.6007.
16. Vide a Deed of Release dated 07.10.2013 (duly registered under Serial No.172 of 2013 with the Sub-Registrar, Haveli XXIV, Pune), the said Jigar Rajesh Babria and Mansi Bhavesh Shah released all and whatsoever their right, title and interest in the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of Rita Rajesh Babria. The names of the said Jigar Rajesh Babria and Mansi Bhavesh Shah were deleted from the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders of a share therein vide Mutation Entry No.6006.
17. (a) The said Decree dated 16.08.2007 was executed and, accordingly, the heirs of the late Vrajlal Popatlal Babaria were put in vacant and peaceful possession of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune on 07.07.2008.
- (b) The said Trinity Town Development and Finance Private Limited challenged the execution of the said Decree passed by the Court of the Civil Judge, Senior Division, Pune at Pune in Special Civil Suit No.1688 of 2006 by filing Miscellaneous Application No.527 of 2008 before the Court of 04.02.2012.

M/S. RAJIV PATEL AND ASSOCIATES

(c) The Hon'ble Civil Judge, Senior Division, Pune at Pune set aside the Judgement and Decree passed by the Court of the Civil Judge, Senior Division, Pune in Special Civil Suit No.1688 of 2006 on 04.02.2012.

(d) The said Mahesh Vrajlal Babaria preferred Civil Revision Application bearing No.539 of 2012 against the Judgement and Decree dated 04.02.2012 of the said Hon'ble Civil Judge, Senior Division, Pune at Pune to the Hon'ble High Court, Bombay at Bombay. The said parties to the said Civil Revision Application bearing No.539 of 2012 arrived at an amicable settlement of all disputes then pending by and between them and filed Consent Terms in the said Civil Revision Application and the Hon'ble High Court, Bombay was pleased to pass an Order in terms of such Consent Terms on 22.12.2016. Subsequently, the Parties to the said Civil Revision Application bearing No. 539 of 2012 filed a Civil Application bearing No. 165 of 2018 before the Hon'ble High Court, Bombay at Bombay whereby the said Consent Terms filed by the parties on 22.12.2016 were slightly modified. The said Civil Revision Application bearing No. 539 of 2012 was allowed by the Hon'ble High Court, Bombay on 13.02.2018.

18. In anticipation of such amicable settlement, vide a Deed of Sale/Settlement dated 09.02.2018 (duly registered under Serial No.1943 of 2018 with the Sub-Registrar, Haveli I, Pune), the said Kiritbhai Vrajlal Babria, Pankaj Vrajlal Babria, Mahesh Vrajlal Babria and Rita Rajesh Babria (with the consent of the said Trinity Town Development and Finance Private Limited, M/s.Pratham Surya Multicon Developers) assigned, transferred, assured and conveyed a portion admeasuring Hectares 01=70.43 Ares out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said M/s. Surya Associates. The name of the said M/s. Surya Associates was duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder of the said portion admeasuring Hectares 01=70.43 Ares thereof vide Mutation Entry No.6038.
19. In the above circumstances, the said M/s. Surya Associates came to be the absolute owner of the said portion admeasuring Hectares 01=70.43 Ares out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune.
20. Vide Three Deeds of Mortgage all dated 27.03.2018 and One Deed of Mortgage dated 28.03.2018, duly registered in the Office of the Sub-Registrar, Haveli XI, Pune under Serial Nos. 3849, 3850, 3851 and 3962 of 2018 respectively, the said M/s Surya Associates created mortgages on the said portion admeasuring Hectares 01=70.43 Ares out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune in favour of the Nishant



Sahakari Gramin Patsanstha Maryadit, Ranpise Nagar Branch, Akola as security for due repayment of certain loan availed of by Sheetal Abhijit Shah, Sandip Omprakash Koyate, Abhijit Jitendra Shah and Swati Sandip Koyate resepctively from the said Patsanstha. However, all such loans were repaid to the said Patsanstha which executed on 04.05.2021 Four separate Deeds of Reconveyance of the said portion admeasuring Hectares 01=70.43 Ares out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd and which Reconveyance Deeds were duly registered in the Office of the Sub-Registrar, Haveli XV, Pune under Serial Nos. 7110, 7111, 7109 and 7112 of 2021 respectively.

21. One Autumn Realty (India) Private Limited through its Director Sunil Bankatlal Desalda had filed on 17.11.2014 a Special Civil Suit bearing No. 1548 of 2014 before the Hon'ble Civil Judge Senior Division, Pune against M/s Suryaom Builders Developers Private Limited and Others for Specific Performance of the Agreement dated 28.12.2007 purported to be executed in its favour by the said M/s Suryaom Builders Developers Private Limited and Sandeep Omprakash Koyate in respect of a portion admeasuring 28642 sq. mtrs. out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Pune. The said M/s Surya Associates was subsequently made a party to the said Suit. The said Mr. Sunil Bankatlal Desalda has registered a Notice of Lis Pendence on 05.02.2015 in respect of said Special Civil Suit No. 1548/2014 which is registered in the Office of the Sub Registrar Haveli No. II, Pune under registered Serial No. 1023 of 2015. The Hon'ble Civil Judge Senior Division, Pune vide its Order dated 31.03.2021 has disposed off of the said Suit on the basis of Compromise Pursis filed by the Parties to the said suit before the Hon'ble Court.
22. Vide the following Deeds of Sale, the said M/s. Surya Associates assigned, transferred, assured and conveyed portions admeasuring in the aggregate Hectares 01=33.28 Ares out of its said holding admeasuring Hectares 01=70.43 Ares out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune.

<u>Date of the Deed of Sale/ Registration No. and Haveli No.</u>	<u>Area conveyed by the said M/s.Surya Associates (in sq.mtrs)</u>	<u>Name of the Purchaser/s</u>	<u>Mutation Entry No.</u>
31.03.2021 5288/2021, Haveli-I, Pune	6874	M/s.Landway Infra Built LLP	6443
31.03.2021	1138	Sunil Venkatlal Desdala and	6355

1153/2021, Haveli-III, Pune		Sanjay Mohanlal Bafna	
25.06.2021 8039/2021, Haveli-XXV, Pune	1903	Chandar Prakash Kavhani	6382
25.06.2021 8044/2021, Haveli-XXV, Pune	1138	Rajesh Gurudas Rangnani	6383
25.06.2021 8043/2021, Haveli-XXV, Pune	1137	Ramesh Dhalumal Jatwani	6402
01.07.2021 8040/2021, Haveli-XXV, Pune	1138	Murli Porsumal Bhatia	6385

23. Simultaneously with the said Deed of Sale dated 31.03.2021, the said M/s. Surya Associates also executed an Indemnity Bond cum Declaration dated 31.03.2021 in favour of the M/s. Landway Infra Built LLP which was duly registered under Serial No. 5442 of 2021 in the Office of the Sub-Registrar, Haveli No. I, Pune.
24. In the above circumstances, the said M/s. Landway Infra Built LLP came to be the holder of a portion admeasuring 6874 sq.mtrs out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune and which is the above captioned land.
25. The said Anil Annachatre and Deepak Madanlal Dakale and others have executed a Deed of Confirmation dated 27.04.2021 in respect of the said portion admeasuring 6874 sq.mtrs out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune to and in favour of M/s Landway Infra Built LLP, which said Deed of Confirmation is registered under Serial No. 6908 of 2021 in the Office of the Sub-Registrar, Haveli No. I, Pune.
26. The said M/s. Landway Infra Built LLP created a mortgage without possession of the above captioned Land to/in favour of Buldana Urban Co-operative Credit Society Limited vide an Indenture of Mortgage dated 22.04.2021 (duly registered under Serial No.5290 of 2021 with the Sub-Registrar, Haveli I, Pune) as security for re-payment of a Loan granted by the said Buldana Urban Co-operative Credit Society Limited to the said M/s.Landway Infra Built LLP together with interest thereon. On repayment by the said M/s.Landway Infra Built LLP of such loan together with interest thereon to the said Buldana Urban Co-operative Credit Society Limited, the said Buldana Urban Co-operative Credit Society Limited executed on 31.03.2022 a Deed of Release thereby releasing



the said above captioned Land from such mortgage held by it. The said Deed of Release was duly registered under Serial No.7268 of 2022 with the Sub-Registrar, Haveli XXIII, Pune.

27. Vide a Deed of Conveyance dated 31.03.2022 (duly registered under Serial No.7269 of 2022 with the Sub-Registrar, Haveli XXIII, Pune), the said M/s. Landway Infra Built LLP assigned, transferred, assured and conveyed its holding admeasuring 6874 sq.mtrs out of the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, to/in favour of Mihir Homes Enterprise LLP. The name of the said Mihir Homes Enterprise LLP was entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/2, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder of the said portion admeasuring 6874 sq.mtrs therefrom vide Mutation Entry bearing No. 6547 dated 06.05.2022.

(IV) SURVEY NO.48 HISSA NO.2/A [FORMERLY BEARING HISSA NO.2/1A/1], BAVDHAN KHURD, TALUKA MULSHI, DISTRICT PUNE.

1. One Ganpat Kondu Deshmukh was the holder of all that piece and parcel of land or ground then admeasuring 05 Acres 23 Gunthas bearing Survey No.48 Hissa No. 2/1A, situate, lying and being at Village Bavdhan Khurd within the Registration Sub-District of Taluka Mulshi, District Pune and then within the limits of the Gram Panchayat of Bavdhan Khurd.
2. Vide a Deed of Sale dated 05.03.1965 (duly registered under Serial No.292 of 1965 with the Sub-Registrar, Maval, Pune), the said Ganpat Kondu Deshmukh assigned, transferred, assured and conveyed the said land bearing Survey No.48 Hissa No. 2/1A, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said Lalitprasad Bhaishankar Shukla. The name of the said Lalitprasad Bhaishankar Shukla was duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.48 Hissa No. 2/1A, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder thereof vide Mutation Entry No.750 dated 16.08.1965.
3. The provisions of the Maharashtra Weights and Measures Act, 1958 and of the Indian Coinage Act, 1955 were made applicable to Village Bavdhan Khurd and due effect of the same was given in the Revenue Record of the said Village vide Mutation Entry No.985. Accordingly, the area of the said land bearing Survey No.48 Hissa No. 2/1A, Bavdhan Khurd, Taluka Mulshi, District Pune was shown to be Hectares 02=26 Ares.
4. As stated above, pursuant to application made in that behalf by the said Lalitprasad Bhaishankar Shukla, the names of his two sons namely, the said Pradeep and Bipin Lalitprasad Shukla were entered on the VII/XII Extract pertaining to the said land bearing Survey No.48 Hissa No 2/1A, Bavdhan

M/S. RAJIV PATEL AND ASSOCIATES

Khurd, Taluka Mulshi, District Pune as the holders thereof alongwith the said Lalitprasad Bhaishankar Shukla therein vide Mutation Entry No.1695 dated 11.08.1988.

5. Vide a Deed of Sale dated 21.12.1988, the said Lalitprasad Bhaishankar Shukla assigned, transferred, assured and conveyed a portion admeasuring Hectares 00=80 out of the said land bearing Survey No.48 Hissa No. 2/1A, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of Gangadhar Yogaji Somvanshi. The said portion admeasuring Hectares 00=80 Ares out of the said land bearing Survey No.48 Hissa No. 2/1A, Bavdhan Khurd, Taluka Mulshi, District Pune so conveyed by the said Lalitprasad Bhaishankar Shukla to/in favour of the said Gangadhar Yogaji Somvanshi was assigned "Pot Hissa No. 2" of Hissa No.2/1A of Survey No.48, Bavdhan Khurd, Pune while the remaining holdings admeasuring Hectares 01=46 Ares of the said Lalitprasad Bhaishankar Shukla was assigned "Pot Hissa No.1" of Hissa No. 2/1A of Survey No.48, Bavdhan Khurd, Pune vide Mutation Entry No.1720 dated 02.01.1989.
6. As stated above, the said Motilal Eknath Dhoot and Others, in their capacities as partners of M/s. Deccan Building Material Supply Company, filed a Civil Suit (bearing No.879 of 1985) in the Court of the Civil Judge, Senior Division, Pune and Pune against the said Lalitprasad Bhaishankar Shukla seeking a Declaration that the said land bearing Survey No.48 Hissa No.2/1A/1, Bavdhan Khurd, Taluka Mulshi, District Pune was purchased by the said Lalitprasad Bhaishankar Shukla for and on behalf of M/s. Deccan Building Material Supply Company. However, the said Suit was amicably settled between the said Motilal Eknath Dhoot and Others and the said Lalitprasad Bhaishankar Shukla out of Court, and a Compromise Purshis was filed in the said Court on 27.10.1986, whereby all the partners of the said M/s. Deccan Building Material Supply Company confirmed and declared that the said land bearing Survey No.48 Hissa No.2/1A/1, Bavdhan Khurd, Taluka Mulshi, District Pune was purchased by the said Lalitprasad Bhaishankar Shukla in his individual capacity.
7. As stated above, in or around the year 1985, the said Lalitprasad Bhaishankar Shukla agreed to sell, interalia, the said land bearing Survey No.48 Hissa No.2/1A/1, Bavdhan Khurd, Taluka Mulshi, District Pune to M/s.Vardhaman Associates at or for the consideration and on the terms and conditions therein. However, vide a Deed of Cancellation dated 13.06.1992, the said agreement was cancelled by the said Lalitprasad Bhaishankar Shukla and M/s. Vardhaman Associates.
8. Vide a Deed of Sale dated 29.09.1992 (duly registered under Serial No.5 of 1993 with the Joint District Registrar, Pune) read with a Declaration thereto dated 21.07.1993 (duly registered under Serial No.71 of 1993 with the Joint District Registrar, Pune) made by Sancheti Constructions Private Limited and



M/s Sancheti Construction Company, the said Lalitprasad Bhaishankar Shukla (with the consent of the said Pradeep and Bipin Lalitprasad Shukla) assigned, transferred, assured and conveyed the said land bearing Survey No.48 Hissa No.2/1A/1, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said M/s. Sancheti Construction Company. The name of the said M/s. Sancheti Construction Company was duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.48 Hissa No.2/1A/1, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder thereof vide Mutation Entry No.2234 dated 07.09.1993.

9. Vide a Deed of Sale dated 28.03.2000 (duly registered under Serial No.1478 of 2000 with the Sub-Registrar, Mulshi, Pune) read with a Deed of Confirmation thereto dated 22.05.2017 (duly registered under Serial No.3813 of 2017 with the Sub-Registrar, Haveli XI, Pune), the said M/s. Sancheti Construction Company assigned, transferred, assured and conveyed the said land bearing Survey No. 48 Hissa No.2/1A/1, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said M/s. Satyam Computer Services Limited. The name of the said M/s. Satyam Computer Services Limited was duly entered on the VII/XII Extract pertaining to the said land bearing Survey No. 48 Hissa No.2/1A/1, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder thereof vide Mutation Entry No.3663 dated 19.06.2000.
10. As stated above, pursuant to the Order of the Settlement Commissioner dated 09.10.2003 and of the Tehsildar, Taluka Mulshi, District Pune, the said land bearing "Hissa No.2/1A/1" of Survey No.48, Bavdhan Khurd, Taluka Mulshi, District Pune was assigned New "Hissa No.2/A" of Survey No.48, Bavdhan Khurd, Taluka Mulshi, District Pune vide Mutation Entry No.4326 dated 29.10.2004.
11. As stated above, the said "M/s. Satyam Computer Services Limited" was amalgamated with the "Tech Mahindra Limited", a company limited by share incorporated under the provisions of the Companies Act, 1956 having its Registered Office at Gateway Building, Apollo Bunder, Mumbai 400001, as per the Scheme of Amalgamation sanctioned by the Hon'ble High Court, Bombay vide its Order dated 28.09.2012 in Company Scheme Petition No.581 of 2012. Effect of such amalgamation of the said "M/s. Satyam Computer Services Limited" with the said "Tech Mahindra Limited" was given on the VII/XII Extract pertaining to the said land bearing Survey No.48 Hissa No.2/A, Bavdhan Khurd, Taluka Mulshi, District Pune vide Mutation Entry No.5780 dated 04.07.2015.

(V) SURVEY NO.48 HISSA NO.2/C [FORMERLY BEARING HISSA NO.2/1B], BAVDHAN KHURD, TALUKA MULSHI, DISTRICT PUNE.

1. One Bhaskar Raghunath Paranjape was the holder of all that piece and

M/S. RAJIV PATEL AND ASSOCIATES

parcel of land or ground then admeasuring 05 Acres 21 Gunthas bearing Survey No.48 Hissa No.2/1B, situate, lying and being at Village Bavdhan Khurd within the Registration Sub-District of Taluka Mulshi, District Pune and then within the limits of the Gram Panchayat of Bavdhan Khurd.

2. The name of one Maruti Genu Deshmukh was entered in the "Other Rights" column of the VII/XII Extract pertaining to the said land bearing Survey No.48 Hissa No.2/1B, Bavdhan Khurd, Taluka Mulshi, District Pune as "the Tenant" thereof vide Mutation Entry No.318 dated 19.09.1947. However, after due enquiry, the name of the said Maruti Genu Deshmukh was deleted from the said "Other Rights" Column vide Mutation Entry No.693 dated 08.09.1962.
3. Pursuant to Application made by the said Bhaskar Raghunath Paranjape, the name of Nandram Shankar Karanjwane was entered as the holder of the said land bearing Survey No.48 Hissa No.2/1B, Bavdhan Khurd, Taluka Mulshi, District Pune vide Mutation Entry No.701 dated 08.09.1962.
4. Vide a Deed of Sale dated 29.12.1966 (duly registered under Serial No.1591 of 1966 with the Sub-Registrar, Maval, Pune), the said Nandram Shankar Karanjwane [with the consent of the said Maruti Genu Deshmukh] assigned, transferred, assured and conveyed the said land bearing Survey No.48 Hissa No.2/1B, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said Lalitprasad Bhaishankar Shukla. The name of the said Lalitprasad Bhaishankar Shukla was duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.48 Hissa No.2/1B, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder thereof vide Mutation Entry No.820 dated 11.03.1967.
5. The provisions of the Maharashtra Weights and Measures Act, 1958 and of the Indian Coinage Act, 1955 were made applicable to Village Bavdhan Khurd and due effect of the same was given in the Revenue Record of the said Village vide Mutation Entry No.985. However, the area of the said land bearing Survey No.48 Hissa No.2/1B, Bavdhan Khurd, Taluka Mulshi, District Pune was wrongly shown to be Hectares 02=14 Ares instead of Hectares 02=24 Ares.
6. As stated above, pursuant to application made in that behalf by the said Lalitprasad Bhaishankar Shukla, the names of his two sons namely, the said Pradeep and Bipin Lalitprasad Shukla, were entered on the VII/XII Extract pertaining to the said land bearing Survey No.48 Hissa No.2/1B, Bavdhan Khurd, Taluka Mulshi, District Pune as the holders thereof alongwith the said Lalitprasad Bhaishankar Shukla therein vide Mutation



Entry No.1695 dated 11.08.1988.

7. As stated above, the said Motilal Eknath Dhoot and Others, in their capacities as partners of M/s. Deccan Building Material Supply Company, filed a Civil Suit (bearing No.879 of 1985) in the Court of the Civil Judge, Senior Division, Pune at Pune against the said Lalitprasad Bhaishankar Shukla seeking declaration that the said land bearing Survey No.48 Hissa No.2/1B, Bavdhan Khurd, Taluka Mulshi, District Pune was purchased by the said Lalitprasad Bhaishankar Shukla for and on behalf of M/s. Deccan Building Material Supply Company. However, the said Suit was amicably settled between the said Motilal Eknath Dhoot and Others and the said Lalitprasad Bhaishankar Shukla out of Court, and Compromise Purshis was filed in the said Court on 27.10.1986, whereby all the partners of the said M/s. Deccan Building Material Supply Company confirmed and declared that the said land bearing Survey No.48 Hissa No.2/1B, Bavdhan Khurd, Taluka Mulshi, District Pune was purchased by the said Lalitprasad Bhaishankar Shukla in his individual capacity.
8. As stated above, in or around the year 1985, the said Lalitprasad Bhaishankar Shukla agreed to sell, interalia, the said land bearing Survey No.48 Hissa No.2/1B Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said M/s.Vardhaman Associates at or for the consideration and on the terms and conditions therein. However, vide a Deed of Cancellation dated 13.06.1992, the said agreement was cancelled by the said Lalitprasad Bhaishankar Shukla and M/s.Vardhaman Associates.
9. Vide a Deed of Sale dated 29.09.1992 (duly registered under Serial No.6 of 1993 with the Joint District Registrar, Pune) read with a Declaration thereto dated 21.07.1993 (duly registered under Serial No.73 of 1993 with the Joint District Registrar, Pune) made by Sancheti Constructions Private Limited and M/s Sancheti Construction Company, the said Lalitprasad Bhaishankar Shukla (with the consent of the said Pradeep and Bipin Lalitprasad Shukla) assigned, transferred, assured and conveyed the said land bearing Survey No. 48 Hissa No.2/1B, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said M/s. Sancheti Construction Company. The name of "M/s. Sancheti Construction Company was duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.48 Hissa No.2/1B, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder thereof vide Mutation Entry No.2233 dated 07.09.1993.
10. Vide a Deed of Sale dated 28.03.2000 (duly registered under Serial No.1477 of 2000 with the Sub-Registrar, Mulshi, Pune) read with a Deed of Confirmation thereto dated 22.05.2017 (duly registered under Serial

M/S. RAJIV PATEL AND ASSOCIATES

No.3813 of 2017 with the Sub-Registrar, Haveli XI, Pune), the said M/s.Sancheti Construction Company assigned, transferred, assured and conveyed the said land bearing Survey No. 48 Hissa No.2/1B, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said M/s. Satyam Computer Services Limited. The name of the said M/s. Satyam Computer Services Limited was duly entered on the VII/XII Extract pertaining to the said land bearing Survey No. 48 Hissa No.2/1B, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder thereof vide Mutation Entry No.3664 dated 17.06.2000.

11. As stated above, pursuant to the Order of the Settlement Commissioner dated 09.10.2003 and of the Tehsildar, Taluka Mulshi, District Pune, the said land bearing "Hissa No.2/1B" of Survey No.48, Bavdhan Khurd, Taluka Mulshi, District Pune was assigned New "Hissa No.2/C" of Survey No.48, Bavdhan Khurd, Taluka Mulshi, District Pune vide Mutation Entry No.4326 dated 29.10.2004.
12. As stated above, the said "M/s. Satyam Computer Services Limited" was amalgamated with the "Tech Mahindra Limited", a company limited by share incorporated under the provisions of the Companies Act, 1956 having its Registered Office at Gateway Building, Apollo Bunder, Mumbai 400001, as per the Scheme of Amalgamation sanctioned by the Hon'ble High Court, Bombay vide its Order dated 28.09.2012 in Company Scheme Petition No.581 of 2012. Effect of such amalgamation of the said "M/s. Satyam Computer Services Limited" with the said "Tech Mahindra Limited" was given on the VII/XII Extract pertaining to the said land bearing Survey No.48 Hissa No.2/C, Bavdhan Khurd, Taluka Mulshi, District Pune vide Mutation Entry No.5780 dated 04.07.2015.

(VI) Vide a Deed of Sale dated 22.05.2017 (duly registered under Serial No. 3818 of 2017 with the Sub-Registrar, Haveli XI, Pune), the said M/s. Sancheti Construction Company assigned, transferred, assured and conveyed a portion admeasuring Hectares 00=16 Ares out of the said land bearing Survey No.35 Hissa No.1/1/B (formerly bearing Hissa No.1/1B), Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said Mihir Homes Enterprise LLP. The name of the said Mihir Homes Enterprise LLP was duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.35 Hissa No.1/1/B, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder of the said portion admeasuring Hectares 00=16 Ares thereof vide Mutation Entry No.5961 dated 31.05.2017.

(VII) Vide a Deed of Sale dated 22.05.2017 (duly registered under Serial No.3815 of 2017 with the Sub-Registrar, Haveli XI, Pune), the said Tech Mahindra Limited (formerly known as Satyam Computer Services Limited) assigned,



transferred, assured and conveyed a portion admeasuring Hectares 01=70 Ares out of the said land bearing Survey No.35 Hissa No.1/1/B (formerly bearing Hissa No.1/1B), Bavdhan Khurd, Taluka Mulshi, District Pune and the said lands bearing Hissa Nos.2/A and 2/C [formerly bearing Hissa Nos.2/1A/1 and 2/1B] of Survey No.48, Bavdhan Khurd, Taluka Mulshi, District Pune to/in favour of the said Mihir Homes Enterprise LLP. The name of the said Mihir Homes Enterprise LLP was duly entered on the VII/XII Extract pertaining to the said lands bearing Survey No.35 Hissa No.1/1/B, Survey No.48 Hissa Nos.2/A and 2/C, Bavdhan Khurd, Taluka Mulshi, District Pune as the holder thereof vide Mutation Entry No.5960 dated 31.05.2017.

(VIII) Pursuant to Application made by the said Mihir Homes Enterprise LLP in that behalf, the Collector, Taluka Mulshi at Paud by his Order dated 09.10.2017 bearing Case No.HNO/SR/155/237/2017 under the provisions of Section 155 of the Maharashtra Land Revenue Code, 1966 corrected the area of the said land bearing Survey No.48 Hissa No.2/C, Village Bavdhan Khurd from "Hectares 01=46 Ares" to "Hectares 01=56 Ares". Accordingly, vide Mutation Entry No.6016 dated 27.12.2017, the said correction was duly carried out on the VII/XII Extract in respect of the said land.

(IX) In the circumstances, the following lands / portions situate at Village Bavdhan Khurd, Taluka Mulshi, District Pune came to be held by the said Mihir Homes Enterprise LLP, Shri. Hemant Pandurang Pimple and Shri. Rajendra Pandurang Pimple:-

<u>Survey No.</u>	<u>No./Hissa</u>	<u>Total Area (in sq.mtrs)</u>	<u>Area of holdings (in sq.mtrs)</u>	<u>Name of Owners</u>
Survey No.35 No.1/1/A	Hissa (formerly bearing Hissa No.1/1A)	26600	3500	Mihir Homes Enterprise LLP (Hectares 00=06.50 Ares) Hemant Pandurang Pimple and Rajendra Pandurang Pimple (Hectares 00=28.50 Ares)

M/S. RAJIV PATEL AND ASSOCIATES

Survey No.35 Hissa No.1/1/B (formerly bearing Hissa No.1/1B)	18600	18600	Mihir Homes Enterprise LLP
Survey No.35 Hissa No.1/2	45300	6874	Mihir Homes Enterprise LLP
Survey No. 48 Hissa No.2/A (formerly bearing Hissa No.2/1A/1)	14600	14600	Mihir Homes Enterprise LLP
Survey No. 48 Hissa No.2/C (formerly bearing Hissa No. 2/1B)	22400	22400	Mihir Homes Enterprise LLP
TOTAL		65,974 sq.mtrs.	

The abovementioned lands form a contiguous block of land admeasuring Hectares 06=59.74 Ares equivalent to 65,974 sq.mtrs. (as per the Revenue Record but physically admeasuring 65,542.00 sq.mtrs. on site) and the same is referred to as "**the said Larger Land**" as aforesaid.

(X)

(a) The said Mihir Homes Enterprise LLP availed of a Loan to the tune of Rs.50,00,00,000/- (Rupees Fifty Crores Only) from Kotak Mahindra Investment Limited and, as security for due repayment of such Loan together with interest accrued thereon, the said Mihir Homes Enterprise LLP has created a mortgage on a portion out of the said Larger Land vide a Deed of Mortgage dated 18.11.2020 (duly registered under Serial No.17222 of 2020 with the Sub-Registrar, Haveli X, Pune) read with a Deed of Correction thereto dated 27.01.2021 (duly registered under Serial No.8452 of 2021 with the Sub-Registrar, Haveli X, Pune).

(b) However, vide a Deed of Release dated 06.09.2022 (duly registered under Serial No.13311 of 2022 with the Sub-Registrar, Haveli XX, Pune), the said Kotak Mahindra Investment Limited released its charge so far as the same pertains to a portion admeasuring 32229.35 sq.mtrs out of the said Larger Land to/in favour of the said Mihir Homes Enterprise LLP.

(c) To further secure the aforementioned Loan facility of Rs.50,00,00,000/- (Rupees Fifty Crores Only) availed by Mihir Homes Enterprise LLP from the said Kotak Mahindra Investment Limited, the said Mihir Homes Enterprise LLP has, by virtue of a Deed of Mortgage (without Delivery of Possession) dated 08.03.2023 (duly Registered under Serial No. 5447 of 2023 in the Office of



the Sub Registrar, Haveli No. 3, Pune) provided additional security by way of a charge on a portion admeasuring 3635.09 sq. mtrs. (as described therein) out of the said Larger Land to and in favour of the said Kotak Mahindra Investment Limited.

(d) The said Mihir Homes Enterprise LLP has availed a further loan facility of Rs.100,00,00,000/- (Rupees One Hundred Crores Only) from the said Kotak Mahindra Investment Limited, and, as security for due repayment of such Loan together with interest accrued thereon, Mihir Homes Enterprise LLP has, vide an Indenture of Mortgage (without Delivery of Possession) dated 03.02.2023 (duly registered under Serial No. 2291 of 2023 in the Office of the Sub Registrar Haveli 2, Pune) created a further charge on a portion admeasuring 30505.86 sq. mtrs. (as described therein) out of the said Larger Land and on the unsold / not agreed to be sold Units in the Project "NYATI EQUINOX" being implemented by the said Mihir Homes Enterprise LLP on a portion out of the said Larger Land to and in favour of the said Kotak Mahindra Investment Limited.

(e) Vide a Deed of Mortgage (without Delivery of Possession) dated 22.12.2022 which is duly registered under Serial No. 26717 of 2022 with the Joint Sub-Registrar, Haveli 11, Pune, the said Mihir Homes Enterprise LLP has created further charge on a portion admeasuring 30505.86 sq. mtrs. (as described therein) out of the said Larger Land and on the unsold Units in the said Project "NYATI EQUINOX" to and in favour of the said Kotak Mahindra Investment Limited to secure the loan facility of Rs.50,00,00,000/- (Rupees Fifty Crores Only) availed of by Nyati Landmark Projects LLP from the said Kotak Mahindra Investment Limited.

(XI)

The heirs of the late Maruti Genu Karanjawane namely Nanasaheb Maruti Karanjawane and Others, made a claim that the said Maruti Genu Karanjawane (Deshmukh) was the lawful tenant of the land presently bearing Survey No.48 Hissa No.2/C, Bavdhan Khurd but that the name of the said Maruti Genu Karanjawane (Deshmukh) was illegally removed from the "Other Rights" Column of the VII/XII Extract in respect of the said Land and, instead the name of one Nandaram Shankar Karanjawane was entered on the Revenue Record as the holder thereof. By way of enforcement of such claim, the said Nanasaheb Maruti Karanjawane and Others had filed Special Civil Suit No.878 of 2019 in the Court of the Civil Judge, Senior Division, Pune at Pune and have filed Regular Civil Suit No.592 of 2020 in the Court of the Civil Judge, Senior Division, Pune at Pune (Pune Municipal Corporation Court) and filed an RTS Appeal (bearing No.257 of 2019) before the Sub-Divisional Officer, Maval-Mulshi. Further, the said Nanasaheb Maruti Karanjawane and Others filed a Case (bearing No. Tenancy/ 70B/ SR/07/2020) before the Agricultural Lands Tribunal and Tahsildar, Mulshi. No Interim Orders were passed in the said Civil

M/S. RAJIV PATEL AND ASSOCIATES

Suits restraining the Defendants therein from, inter-alia, creating third party interest on the said land bearing Survey No.48 Hissa No.2/C, Bavdhan Khurd. However, in the said RTS Appeal (bearing No.257 of 2019), the Sub-Divisional Officer, Maval vide its Orders dated 28/01/2020, 04/03/2020 and 07/09/2020 had directed the Circle Officer, Thergaon not to make or certify any further Mutations pertaining to the said land till the final disposal of the said Appeal. A Notice of Lis pendence in respect of the said pending Suit No. 878 of 2019 had been filed by the said Nanasaheb Maruti Karanjawane and Others in the Court of the Civil Judge, Senior Division, Pune and which Notice was registered under Serial No.10316 of 2019 with the Sub-Registrar, Haveli XXI, Pune.

- (a) Mihir Homes LLP filed Writ Petition(S) No. 94638/2020 before Hon'ble Bombay High Court against the State of Maharashtra and Others thereby challenging the aforesaid Orders dated 28/01/2020, 04/03/2020 and 07/09/2020 passed by SDO, Maval in the above said RTS Appeal. The Hon'ble Bombay High Court passed an Order in the said matter on 06.11.2020, whereby the said Orders dated 28/01/2020, 04/03/2020 and 07/09/2020 passed by SDO, Maval in the above said RTS Appeal were set aside, and the SDO, Maval was directed to decide the application filed by Respondents Nos. 2 to 7 therein for condonation of delay in filing RTS Appeal. The SDO, Maval vide its Order dated 04.02.2021 condoned the delay application filed by Respondents Nos. 2 to 7.
- (b) Mihir Homes Enterprise LLP filed Writ Petition bearing No. 2494/2021 before the Hon'ble Bombay High Court thereby challenging the said Order dated 04.02.2021 passed by the SDO, Maval in the above said RTS Appeal condoning the delay of over 58 years. Vide Order dated 20.12.2022, the Hon'ble Bombay High Court allowed withdrawal of the said Petition as Advocates of both the parties admitted that against the said Order passed by the Sub-Divisional Officer, Maval on 04.02.2021, Revision would lie before the Competent Authority, and Advocate appearing for Mihir Homes Enterprise LLP submitted that Mihir Homes Enterprise LLP shall prefer Statutory Revision proceedings before the Competent Authority.
- (c) Mihir Homes Enterprise LLP thereafter filed RTS Revision Application No. 54/2023 (under Section 257 of the Maharashtra Land Revenue Code, 1966) before the Hon'ble Additional Collector, Pune thereby challenging the said Order dated 04.02.2021 passed by the Sub-Divisional Officer, Maval in the above said RTS Appeal condoning the delay of over 58 years.

In our opinion, the said Suits as well as the said RTS Appeal as well as the said Tenancy Case filed by the said Nanasaheb Maruti Karanjawane and Others were/ are not only hopelessly barred by the Statute of Limitation but were/are



also devoid of merit. We are issuing this Legal Title Report subject to the final adjudication of such claim made by the said Nanasaheb Maruti Karanjawane and Others.

The present status of the said Suits / RTS Appeal is given below:-

Sr.No.	Case No. & Court	Name of the Parties	Present status
1	RTS No.257/2019 (Before SDO Maval)	Shri Nanasaheb Maruti Karanjawane and others 6 Vs. Shri Nandrama Shankar Karanjawane and others 6 (Mihir Homes Enterprise LLP as Respondent No.5, 5A & 5B)	(Dismissed) The said RTS No.257/2019 is dismissed as per the Order dated 09.10.2023 passed by The Hon'ble Additional Collector in the in RTS Revision Application No.54/2023 filed by Mihir Homes Enterprise.
2	SCS No.878/2019 (Before Civil Judge Senior Division, Pune)	Shri Nanasaheb Maruti Karanjawane and others 6 Vs. Shri Nandrama Shankar Karanjawane and others 4 (Mihir Homes Enterprise LLP as Respondent No.5, 5A & 5B)	Pursuant to Application in that behalf made under Order 7 Rule 11 of the Code of Civil Procedure, 1908 by Defendant No.5 in the said Suit, the Hon'ble Court vide its Order dated 06.03.2024 rejected the Plaint in the said Suit and the said Suit stood dismissed. To the knowledge of Mihir Homes Enterprise LLP, no Appeal or Revision has yet been filed by the Plaintiffs in the said Suit against the said Order dated 06.03.2024.
3	RCS No.592/2020 (Before Civil Judge Junior Division, PMC)	Shri Nanasaheb Maruti Karanjawane and others 6 Vs. Shri Nandrama Shankar Karanjawane and others 4	Status - Ongoing Stage – Unready-Argument on 7/11 application

M/S. RAJIV PATEL AND ASSOCIATES

		(Mihir Homes Enterprise LLP as Respondent No.5, 5A & 5B)	
4	Kulkayda/ 70B/SR/07/2020 (Before Tahsildar Paud, Mulshi)	Shri Nanasahab Maruti Karanjawane Vs. Shri Nandrama Shankar Karanjawane and others 4 (Mihir Homes Enterprise LLP as Respondent No.5, 5A & 5B)	(Dismissed) The Hon'ble Tahsildar Paud (Mulshi) by its Order dated 18.08.2023 has dismissed the 70B proceedings.

(XII) The provisions of the Urban Land (Ceiling & Regulation) Repeal Act, 1999 apply to the said Larger Land.

(XIII) (a) The Municipal Corporation of Pune vide its Commencement Certificate bearing No.CC/0166/22 dated 25.04.2022 has sanctioned the Amalgamation + Layout of Buildings (for purpose of Environmental Clearance) in respect of the said Larger Land admeasuring 65,974 sq.mtrs. (as per the Revenue Record but physically admeasuring 65,542.00 sq.mtrs. on site) whereby the said Larger Land has been naturally divided due to the 24 Meter Wide Development Plan Road running therefrom, and a Layout consisting Multi-storied Buildings (which are to comprise Residential Flats and/or Commercial Shops and/or Office Premises), Area under Amenity Space, Open Spaces, portions earmarked to fall under the 24 Meter wide D.P. Road, area under BDP, PS-20 and PG-13 reservations have been earmarked thereon.

(b) The State Level Environment Impact Assessment Authority vide its Letter No. SIA/MH/MIS/72307/2022 dated on 07.09.2022 accorded Environmental Clearance (bearing EC Identification No. EC22B039MH182746) under the provisions of the Environmental Impact Assessment Notification, 2006, for the Residential and Commercial Project "NYATI EQUINOX" under implementation by the said Mihir Homes Enterprise LLP on a portion out of the said Larger Land as per such Amalgamation + Layout of Buildings sanctioned on 25.04.2022.

(c) The Municipal Corporation of Pune vide its Commencement Certificate bearing No. CC/1995/22 dated 01.11.2022 sanctioned the Building Layout/Plans in respect of the construction to be carried out on a portion out



of the said Larger. The said Building Layout/Plans dated 01.11.2022 were thereafter revised and the Municipal Corporation of Pune vide its Commencement Certificate bearing No. CC/3560/22 dated 31.03.2023 has approved such revised Building Layout/Plans.

- (XIV)** The said Mihir Homes Enterprise LLP is developing a "Whole Project" to be called as "NYATI EQUINOX" in *phases* on a portion admeasuring 31146.89 sq. mtrs. as per the Revenue Records (but physically admeasuring 30714.89 sq. mtrs. on site) out of the said Larger Land and the said Mihir Homes Enterprise LLP has procured Registration for the phase/project called "NYATI EQUINOX I" from the Maharashtra Real Estate Regulatory Authority (vide Registration Certificate No. P52100047984 dated 07.12.2022) under the provision of Section 3 of the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder and it has entered into registered Agreements for Sale/Allotment in respect of the Flats/Units therein to and in favour of the prospective purchasers/allottees thereof.
- (XV)** Vide a Deed of Conveyance dated 22.02.2023 (duly Registered under Serial No. 2861 of 2023 in the Office of the Sub-Registrar, Haveli No. 4, Pune) made by and between the said Mihir Homes Enterprise LLP and the said Hemant Pandurang Pimple and the said Rajendra Pandurang Pimple (as the Vendor therein) and M/s Indian Model Kids School, a registered Partnership Firm having office at S. No. 124/A4, Plot No. 3, Near Abhishek Partment, Jule Solapur 413004 through its Partners Shri Amol Arun Joshi and Mrs. Sayali Amol Joshi (as the Purchaser therein), the said Mihir Homes Enterprise LLP and the said Hemant Pandurang Pimple and the said Rajendra Pandurang Pimple have assigned, transferred, assured and conveyed area under PS-20 reservation admeasuring 5474.00 sq. mtrs. (falling under Survey No. 35/1/1/B) and also the area under access road thereto admeasuring 465.85 sq. mtrs. (also falling under Survey No. 35/1/1/B) from and out of the said Larger Land to and in favour of the said M/s Indian Model Kids School at and for the consideration and on the terms and conditions contained therein. Effect of the said transaction is given on the Revenue Record of the said Survey No. Survey No. 35/1/1/B by recording the name of the said M/s Indian Model Kids School as the Owner for the areas so purchased admeasuring 5474.00 sq. mtrs. and 465.85 sq. mtrs, vide Mutation Entry No. 6658 dated 29.03.2023.
- (XVI)** Vide a Deed of Lease dated 16.03.2023 duly registered under Serial No. 4996 of 2023 in the office of the Sub-Registrar, Haveli No. 25, Pune, the said Mihir Homes Enterprise LLP, the said Hemant Pandurang Pimple and the said Rajendra Pandurang Pimple have demised a portion admeasuring 100 sq. mtrs. (falling under Survey No. 48/2/C) out of the said Larger Land for a period of 99 years to and in favour of Maharashtra State Electricity Distribution Company Limited, for the purpose of construction of "4 Number of 22KV receiving Electrical Substation Control Rooms" thereon.

M/S. RAJIV PATEL AND ASSOCIATES

(XVII) Vide a Deed of Transfer dated 06.04.2023 duly registered under Serial No. 6673 of 2023 in the Office of the Sub-Registrar, Haveli No. 25, Pune, the said Mihir Homes Enterprise LLP, the said Hemant Pandurang Pimple and the said Rajendra Pandurang Pimple have assigned, transferred, assured and convened land portions as mentioned below and admeasuring 23253.38 sq. mtrs. in the aggregate out the Layout sanctioned by the Municipal Corporation of Pune in respect of the said Larger Land to and in favour of the Municipal Corporation of Pune and effect of the said transaction has been recorded on the Revenue Records of the relevant said lands vide Mutation Entry No. 6677 dated 18.04.2023:-

Sr. No.	Particulars	Area in sq. mtrs.
1	Area under 24 Meter wide Road forming part of the following:- S. No. 35/1/1/B – 2069.77 sq. mtrs. S. No. 35/1/2 – 1104.60 sq. mtrs. S. No. 48/2/A – 1807.11 sq. mtrs. S. No. 48/2/C – 1714.88 sq. mtrs.	6696.36
2	Area under Amenity Space falling part of Survey No. 35/1/2	1904.23
3	Area under PG 13 Reservation forming part of the following: - S. No. 35/1/1/B – 2062.54 sq. mtrs. S. No. 48/2/A – 12057.85 sq. mtrs. S. No. 48/2/C – 532.40 sq. mtrs.	14652.79
	Total	23253.38

(XVIII) Effect of the said Layout sanctioned by the Municipal Corporation of Pune on 25.04.2022 in respect of the said Larger Land totally admeasuring 65974 sq. mtrs. as the Revenue Records has been given on the Revenue Records vide Mutation Entry No. 6712 dated 03.07.2023 and accordingly the lands out of the said Layout sanctioned in respect of the said Larger Land has been assigned following new Survey Numbers:-



NEW SURVEY NO. / HISSA NO.	TOTAL AREA (in sq.mtrs.)	NAME OF HOLDER/S
35/1/48/2/A/1 - NA	27206.99	Mihir Homes Enterprise LLP (owner of 24726.32 sq.mtrs.) Hemant Pandurang Pimpale & Rajendra Pandurang Pimpale (owner of 2480.67 sq.mtrs.)
35/1/48/2/A/2 (Open Space 1)	769.33	Mihir Homes Enterprise LLP
35/1/48/2/A/3 (Open Space 2)	580.16	Mihir Homes Enterprise LLP
35/1/48/2/A/4 (Open Space 3)	369.33	Mihir Homes Enterprise LLP
35/1/48/2/A/5 (Open Space 4)	748.30	Mihir Homes Enterprise LLP
35/1/48/2/A/6 (Open Space 5)	1040.78	Mihir Homes Enterprise LLP
35/1/48/2/A/7 (Amenity Space)	1904.23	Pune Municipal Corporation
35/1/48/2/A/8 (PS-20 Reservation)	5474.00	M/s Indian Model Kids School
35/1/48/2/A/9 (PG-13 Reservation)	14652.79	Pune Municipal Corporation
35/1/48/2/A/10 (BDP Reservation)	4723.80	Mihir Homes Enterprise LLP
35/1/48/2/A/11 (24 Mtr. DP Road)	6696.36	Pune Municipal Corporation
35/1/48/2/A/12 (12 Mtr. Internal Road)	910.08	Mihir Homes Enterprise LLP
35/1/48/2/A/13 (24 Mtr. Internal Road)	465.85	M/s Indian Model Kids School
48/2/A/1 - NA	372	Mihir Homes Enterprise LLP
48/2/C/1 - NA	60	Mihir Homes Enterprise LLP
TOTAL	65974.00	

Out of the abovementioned lands, the lands admeasuring Hectares 03=67.80 Ares equivalent to 36,780.77 sq.mtrs. (as per the Revenue Records) in the aggregate (i.e. "the said Property" as aforesaid) held by the said Mihir Homes Enterprise LLP and the said Hemant Pandurang Pimpale and Rajendra Pandurang Pimpale form the subject matter of this Title Clearance Certificate and the said Mihir Homes Enterprise LLP is implementing the said Whole

M/S. RAJIV PATEL AND ASSOCIATES

Project known as "NYATI EQUINOX" in phase-wise manner on a portion admeasuring 30,714.89 sq.mtrs. (i.e. the land bearing new Survey No.35/1/48/2/A/1, Bavdhan Khurd and the Open Spaces in the said Layout bearing new Survey Nos. 35/1/48/2/A/2, 35/1/48/2/A/3, 35/1/48/2/A/4, 35/1/48/2/A/5 and 35/1/48/2/A/6, Bavdhan Khurd) out of the said Property. The Building Layout/Building Plans have been further revised by the Municipal Corporation of Pune vide Commencement Certificate No.CC/ 3560/22 dated 31.03.2023 and thereafter vide Commencement Certificate No.CC/0111/24 dated 05.04.2024.

- (XIX)** As part of investigation of title of the then Owners, Dattu Bhaguji Vede and members of his family and the said Hemant Pandurang Pimpale and Another to their respective holdings in the said land bearing Survey No.35 Hissa No.1/1/A, Bavdhan Khurd, Pune, we had Notices in the usual form published in the Daily Newspapers "Indian Express" and "Prabhat" and which notices appeared on 13.10.2017. We have received no legally tenable claim in response to our said Notice from any person or party.
- (XX)** As part of investigation of title of the said Mihir Homes Enterprise LLP to the contiguous block of land admeasuring Hectares 05=56 Ares comprising of the said lands bearing Survey No.35 Hissa No.1/1/B [formerly bearing Hissa No.1/1B], Survey No.48 Hissa Nos.2/A and 2/C [formerly bearing Hissa Nos.2/1A/1 and 2/1B], Bavdhan Khurd, we had Notices in the usual form published in the Daily Newspapers "Indian Express" and "Prabhat" and which notices appeared on 24.06.2017. We have received no objection or other communication in response to our said Notice from any person or party.
- (XXI)** As part of investigation of title of the then Owner, M/s. Landway Infra Built LLP, to the land portion admeasuring Hectares 00=68.74 Ares out of the said land bearing Survey No.35/1/2, Village Bavdhan Khurd, Pune, we had Notices in the usual form published in the Daily Newspapers "Indian Express" and "Prabhat" and which notices appeared on 26.11.2021. We have received no objection or other communication in response to our said Notice from any person or party.
- (XXII)** As part of investigation of title of the said Hemant Pandurang Pimpale and Another and the said Mihir Homes Enterprise LLP to their respective holdings in the said Larger Land, we have inspected the Revenue Record pertaining to the said lands bearing Survey No.35 Hissa No. Nos.1/1/A [formerly bearing Hissa No.1/1A], Survey No.35 Hissa No.1/1/B [formerly bearing Hissa No.1/1B], Survey No. 35/1/2, Survey No.48 Hissa No.2/A [formerly bearing Hissa No.2/1A/1] and Survey No.48 Hissa No. 2/C [formerly bearing Hissa No. 2/1B], Bavdhan Khurd, Pune from the year 1953-54 onwards. Such inspection has not disclosed any fact, circumstance or entry prejudicial to the title of the



said Hemant Pandurang Pimpale and Another and the said Mihir Homes Enterprise LLP to their respective holdings out of the said Larger Land.

(XXIII) We have had the search of the relevant, unmutated and available Index II Record pertaining to the said Larger Land carried out through Shri. Deepak R. Hole, Advocate for the period 1987 upto 25.04.2024 in the Offices of the concerned Sub-Registrar, Haveli, Pune and on the Government Website. Save and except the said Mortgages created in favour of the said Kotak Mahindra Investment Limited, such search of the Index II Record does not disclose any fact or circumstance which is prejudicial to the title of the said Mihir Homes Enterprise LLP and the title of Shri. Hemant Pandurang Pimple and Shri. Rajendra Pandurang Pimple to their said respective holdings out of the said Property.

(XXIV) We have been informed that the Originals of all Deeds/Documents in respect of the said Larger Land are in the power and possession of the said Kotak Mahindra Investment Limited.

On the basis of such investigation of title carried out by us, we are of the opinion that, subject to what is stated in Paragraphs (X) and (XI) above and further subject to the contractual and statutory rights of the purchasers/allottees of Flats/Units in the said Whole Project known as "NYATI EQUINOX" under implementation by the said Mihir Homes Enterprise LLP on a portion out of the said Property, the title of the SHRI. HEMANT PANDURANG PIMPALE and SHRI. RAJENDRA PANDURANG PIMPALE to their said respective holdings out of the said Property and the beneficial title of the said MIHIR HOMES ENTERPRISE LLP to the same, and the title of the said MIHIR HOMES ENTERPRISE LLP to its said respective holdings out of the said Property is free, clear and marketable and that there are no other outstanding encumbrances, charges, doubts or claims on or in respect thereof as far as can be diligently ascertained.

Dated this 30th day of April, 2024.



M/S. RAJIV PATEL & ASSOCIATES

PROPRIETOR