

TITLE REPORT

November 14, 2016

1. PROPERTY DESCRIPTION:

All that below mentioned pieces, situate at village Varale, Taluka Maval, District Pune, within the limits of the Registration District Pune, Sub-Registrar, Maval and within the limits of Zilla Parishad Pune, Taluka Panchayat Samittee Maval, Grampanchayat Varale

- (a) a portion, admeasuring "Hectare 0.37.68 Are" carved out of the land bearing Survey No.47, Hissa No.1, admeasuring "Hectare 0.40 Are", assessed at "Rs.0.37 paise and which is bounded by as under:

East : Survey No.47/1 part
South : Survey No.47/2
West : Survey No.48
North : Survey No.44

- (b) a portion, admeasuring "Hectare 2.16 Are" carved out of the land bearing Survey No.48, admeasuring "Hectare 2.44 Are" plus pot kharaba "Hectare 0.12 Are", thus total "Hectare 2.56 Are", assessed at "Rs.3.12 paise and which is bounded by as under:

East : Survey No.47
South : Property of Marathe in Survey No.48
West : 24 meter road and Survey No.48
North : 24 meter and Survey No.44.

along with easements, appurtenances, available FAR/FSI including the TDR, ingress, egress, pathways, incidental, consequential and other ancillary rights thereto.

(hereinafter *collectively* referred to as the said "**PROPERTY**" and *individually* by its respective Survey No.)

2. **INSTRUCTIONS:**

NAMRATA DEVELOPERS PRIVATE LIMITED, a company duly incorporated under the Companies Act, 1956, having its registered office at, 592, Raviwar Peth., Talegaon Dabhade, Taluka Maval, District Pune, represented by its director Shailesh Kantilal Shah (hereinafter referred to as the said "**DEVELOPER**") have handed over the copies of the below mentioned documents relating to the said Property and instructed me to investigate marketable title thereof.

3. **LIST OF DOCUMENTS:**

The copies of the following documents are made available for perusal.

- 7/12 extracts of Survey No.47/1/1, for the years 1943 to 2016
- 7/12 extracts of Survey No.48, for the years 1943 to 1976 and 1992 to 2016
- All relevant Mutation Entry Extracts (Form No.6D)
- Zone Certificate bearing No.4143, dated 21.03.2013, issued by the Asst. Engineer, Town Planning, Pune, in respect of Survey No.47
- Zone Certificate bearing No.7849, dated 18.06.2012, issued by the Asst. Engineer, Town Planning, Pune, in respect of Survey No.48
- Sale Deed dated 11.06.1966, registered in the office of the Sub-Registrar, Maval, at Serial No.857/1966 on, executed by Vithobha Tatyaba Marathe, Bhiva Chintu Marathe and Santu Tatyaba Marathe, in favour of one Laxman Tukaram Khandage, relating to the said Survey No.48.
- Sale Deed dated 17.06.1966, registered in the office of the Sub-Registrar, Maval, at Serial No.883/ 1966 on the same day, executed by Vithobha Tatyaba Marathe, Bhiva Chintu Marathe and Santu Tatyaba Marathe, in favour of one Laxman Tukaram Khandage, relating to the said Survey No.48.

- Sale Deed dated 27.08.1966, registered in the office of the Sub-Registrar, Maval, at Serial No.1123/1966 on the same day, executed by Laxman Tukaram Khandage, in favour of one A.D. Martin Alwaris, relating to the said Survey No.48.
- Sale Deed dated 05.10.1968, registered in the office of the Sub-Registrar, Maval, at Serial No.1340/1968 on the same day, executed by Vithal Hari Marathe along with Dada Savaleram Marathe and Mahadu Savaleram Marathe, in favour of one A.D. Martin Alwaris, relating to portion lying on west side, admeasuring "Acre 1.0 Guntha" out of the said Survey No.47/1.
- Sale Deed dated 22.05.1992, registered in the office of the Sub-Registrar, Lonawala, at Serial No.P-1366/1992 on 18.06.1992, executed by Peter Era Alvares, for self and constituted attorney of Joseph Anthony Alvares, Ms.Marissa Eileen Alvares alias Marissa J. Vyas and Ms.Jacqueline Ann Alvares alias Jacqueline R. Shah, in favour of Honaji Shripati Ghojage, Shamrao Tukaram Ghojage and Pandharinath Raghunath Kalokhe, relating to the portion, admeasuring "Hectare 1.76 Are" out of the Survey No.48.
- Sale Deed dated 22.05.1992, registered in the office of the Sub-Registrar, Maval, at Serial No.P-1367/ 1992 on 18.06.1992, executed by Joseph Anthony Alvares, Ms.Marissa Eileen Alvares alias Marissa J. Vyas and Ms. Jacqueline Ann Alvares alias Jacqueline R. Shah, in favour of Balasaheb Tukaram Kad and Hemmath Machindra Kalokhe, relating to the portion lying on west side, admeasuring "Hectare 0.80 Are" out of the Survey No.48.
- Development Agreement dated 05.12.2006, registered in the office of the Sub-Registration, Maval, at serial No.8958/2006 on 06.12.2006 and Power of Attorney dated 05.12.2006, registered in the office of the Sub-Registration, Maval, at serial No.8959/2006 on 06.12.2006, executed by Honaji Shripati Ghojage and Shamrao

Tukaram Ghojage, in favour of one Mrs.Sumitra Pandharinath Kalokhe, in respect of a portion, admeasuring "Hectare 1.38.6 Are" out of the said Survey No.48.

- Sale Deed dated 05.03.2008, registered in the office of the Sub-Registrar, Lonawala, at Serial No.2594/2008 on 24.03.2008, executed by Balasaheb Tukaram Kad in favour of Smt.Anjali Hemnath Kalokhe, relating to the portion, admeasuring "Hectare 0.40 Are" out of the said Survey No.48.
- Sale Deed dated 03.09.2012, registered in the office of the Sub-Registrar, Lonawala, at Serial No.3395/2012 on 04.09.2012, executed by Joseph Anthony Alvares, Ms.Marissa Eileen Alvares alias Marissa J. Vyas and Ms.Jacqueline Ann Alvares alias Jacqueline R. Shah, in favour of Sandeep Vasantrao Ghare, Mrs.Archana Sandeep Ghare, Vishwanath Khanduji Vaje and Pushkaraj Haribhau Shinde, relating to the Survey No.47/1.
- Sale Deed dated 11.12.2012, registered in the office of the Sub-Registrar, Maval, at Serial No.7133/2012 on the same day and Power of Attorney dated 11.12.2012, registered in the office of the Sub-Registrar, Maval, at Serial No.7134/2012 on the same day, executed by Smt.Anjali Hemnath Kalokhe, Suraj Hemnath Kalokhe and Snehal Hemnath Kalokhe, in favour of Ravindra Pandharinath Kalokhe and Mrs.Rupali Ganesh Mhaske, relating to the portion, admeasuring "Hectare 0.80 Are" out of the said Survey No.48.
- Development Agreement dated 23.04.2013, registered in the office of the Sub-Registrar, Maval, at Serial No.3079/2013 on the same day and Power of Attorney dated 23.04.2013, registered in the office of the Sub-Registrar, Maval, at Serial No.3080/2013 on the same day, executed by Honaji Shripati Ghojage, Shamrao Tukaram Ghojage, Smt.Sumitra Pandharinath Kalokhe (for self and constituted attorney of Honaji Shripati Ghojage and Shamrao Tukaram Ghojage), Rahul Pandharinath Kalokhe (for self, as a karta

and manager of Joint Hindu Family and guardian of his minors), Mrs.Vinaya Rahul Kalokhe, Ravindra Pandharinath Kalokhe (for self, as a karta and manager of Joint Hindu Family and guardian father of his minors), Mrs.Chaitrali Ravindra Kalokhe and Mrs.Rupali Ganesh Mhaske, in favour of Rajnandini Associates, a partnership firm, represented through its partner Ranjit Gulab Kalate, relating to the portion, admeasuring "Hectare 2.16 Are" out of the said Survey No.48.

- Sale Deed dated 17.01.2014, registered in the office of the Sub-Registrar, Maval, at Serial No.465/2014 on 21.01.2014, executed Honaji Shripati Ghojage and Shamrao Tukaram Hojage through their constituted attorney Smt.Sumitra Pandharinath Kalokhe, in respect of a portion, admeasuring "Hectare 1.38.6 Are" out of the said Survey No.48.
- Sale Deed dated 26.06.2014, registered in the office of the Sub-Registrar, Maval, at Serial No.3959/2014 on the same day, executed by Smt.Sumitra Pandharinath Kalokhe, Rahul Pandharinath Kalokhe, Ravindra Pandharinath Kalokhe and Mrs.Rupali Ganesh Mhaske, with the consent of Smt.Sarita Arun Marathe for self and guardian of Akshata Arun Marathe, Amruta Arun Marathe and Rohidas Sitaram Marathe, in favour of Balasaheb Tukaram Marathe, Vasant Tukaram Marathe, Ramdas Sitaram Marathe and Abhijit Arun Marathe, in respect of the portion, admeasuring "Hectare 0.40 Are" out of the said Survey No.48.
- Supplement Development Agreement dated 31.12.2014, registered in the office of the Sub-Registrar, Lonawala, at Serial No.14/2015 on 02.01.2015 and Power of Attorney dated 31.12.2014, registered in the office of the Sub-Registrar, Lonawala, at Serial No.15/2015 on 02.01.2015, executed by Sumitra Pandharinath Kalokhe, Rahul Pandharinath Kalokhe, Mrs.Vinaya Rahul Kalokhe, Ravindra Pandharinath Kalokhe, Mrs.Chaitrali Ravindra Kalokhe, Mrs.Rupali Ganesh Mhaske through their constituted attorney Rajnandini

Associates, partnership firm, represented through its partner Ranjit Gulab Kalate and Rajnandini Associates, partnership firm, represented through its partner Ranjit Gulab Kalate, in favour of D.S.Rajshree Landmark, a registered partnership having its registered office at, D ward/ 2/1, Behind Gurudwara, Sai Chowk, Pimpri, Pune: 411016 represented through its partner Prakash K. Tejwani, relating to the portion, admeasuring "Hectare 2.16 Are" out of the said Survey No.48.

- Sale Deed dated 03.03.2015, registered in the office of the Sub-Registrar, Lonawala, at Serial No.772/ 2015 on the same day and Power of Attorney dated dated 03.03.2015, registered in the office of the Sub-Registrar, Lonawala, at Serial No.774/ 2015 on the same day, executed by Sandeep Vasantrao Ghare, Mrs.Archana Sandeep Ghare, Vishwanath Khanduji Vaje and Pushkaraj Haribhau Shinde, in favour of M/s.Rajashree Group of Companies, a registered partnership firm, represented through its partner Shrinivas Manohar Mankar of 192/6, Pinkcity Road, Wakad, Pune: 411 057, relating to the Survey No.47/1.
- Correction Deed dated 08.09.2015, registered in the office of the Sub-Registrar, Maval-2, at Serial No.5335/2015 on the same day, executed by Honaji Shripati Ghojage, Shamrao Tukaram Ghojage, Smt.Sumitra Pandharinath Kalokhe (for self and constituted attorney of Honaji Shripati Ghojage and Shamrao Tukaam Ghojage), Rahul Pandharinath Kalokhe (for self, as a karta and manager of Joint Hindu Family and guardian father of his minors), Mrs.Vinaya Rahul Kalokhe, Ravindra Pandharinath Kalokhe (for self, as a karta and manager of Joint Hindu Family and guardian father of his minors), Mrs.Chaitrali Ravindra Kalokhe and Mrs.Rupali Ganesh Mhaske, in favour of Rajnandini Associates, a partnership firm, represented through its partner Ranjit Gulab Kalate, relating to the portion, admeasuring "Hectare 2.16 Are" out of the said Survey No.48.

- Correction Deed dated 20.01.2016, registered in the office of the Sub-Registrar, Maval-2, at Serial No.455/2016 on the same day, executed by Sandeep Vasantao Ghare, Mrs.Archana Sandeep Ghare, Vishwanath Khanduji Vaje and Pushkaraj Haribhau Shinde, in favour of M/s.Rajashree Group of Companies, a registered partnership firm, represented through its partner Shrinivas Manohar Mankar of 192/6, Pinkcity Road, Wakad, Pune: 411 057, relating to the Survey No.47/1.
- Cancellation Deed dated 16.04.2016, registered in the office of the Sub-Registrar, Maval-2, at Serial No.2403/2016 on the same day, executed by said Rajnandini Associates, a registered partnership having its registered office at, Wakad, Taluka Mulshi, District Pune represented through its partner Ranjit Gulab Kalate and D.S.Rajshree Landmark, a registered partnership having its registered office at, D ward/ 2/1, Behind Gurudwara, Sai Chowk, Pimpri, Pune: 411016 represented through its partner Prakash K. Tejwani, in favour of Sumitra Pandharinath Kalokhe, Rahul Pandharinath Kalokhe, Mrs.Vinaya Rahul Kalokhe, Ravindra Pandharinath Kalokhe, Mrs.Chaitrali Ravindra Kalokhe, Mrs.Rupali Ganesh Mhaske through their constituted attorney Rajnandini Associates, partnership firm, represented through its partner Ranjit Gulab Kalate and Rajnandini Associates, partnership firm, represented through its partner Ranjit Gulab Kalate, for cancellation of Development Agreement dated 31.12.2014, registered in the office of the Sub-Registrar, Lonawala, at Serial No.14/ 2015 on 02.01.2015 and Power of Attorney dated 31.12.2014, registered in the office of the Sub-Registrar, Lonawala, at Serial No.15/ 2015 on 02.01.2015, relating to the portion, admeasuring "Hectare 2.16 Are" out of the said Survey No.48.
- Cancellation Deed dated 16.04.2016, registered in the office of the Sub-Registrar, Maval-2, at Serial No.2404/ 2016 on the same day, executed by said D.S.Rajshree Landmark, a registered partnership having its registered office at, D ward/ 2/1, Behind Gurudwara, Sai

Chowk, Pimpri, Pune: 411016 represented through its partner Prakash K. Tejwani, in favour of Sumitra Pandharinath Kalokhe, Rahul Pandharinath Kalokhe, Mrs.Vinaya Rahul Kalokhe, Ravindra Pandharinath Kalokhe, Mrs.Chaitrali Ravindra Kalokhe, Mrs.Rupali Ganesh Mhaske through their constituted attorney Rajnandini Associates, partnership firm, represented through its partner Ranjit Gulab Kalate and Rajnandini Associates, partnership firm, represented through its partner Ranjit Gulab Kalate, for cancellation of Development Agreement dated 31.12.2014, registered in the office of the Sub-Registrar, Lonawala, at Serial No.14/ 2015 on 02.01.2015 and Power of Attorney dated 31.12.2014, registered in the office of the Sub-Registrar, Lonawala, at Serial No.15/ 2015 on 02.01.2015, relating to the portion, admeasuring "Hectare 2.16 Are" out of the said Survey No.48.

- Development Agreement dated 25.08.2016, registered in the office of the Sub-Registrar, Maval-2, at Serial No.5466/ 2016 on the same day and Power of Attorney dated 25.08.2016, registered in the office of the Sub-Registrar, Maval-2, at Serial No.5467/ 2016 on the same day, executed by Smt.Sumitra Pandharinath Kalokhe, Rahul Pandharinath Kalokhe, Mrs.Vinaya Rahul Kalokhe, Ravindra Pandharinath Kalokhe, Mrs.Chitrai Ravindra Kalokhe, Mrs.Rupali Ganesh Mhaske and M/s.Rajashree Group of Companies, a registered partnership firm, having its office at, Wakad Chowk, Wakad, Pune: 411 057 represented through its partner Ranjeet Gulab Kalate, with the confirmation of M/s.Rajnandini Associates, a registered partnership firm, having its office at, Wakad Chowk, Wakad, Pune: 411 057, in favour of the said Developer, in respect of the said Property.
- Regular Civil Suit No.105/ 2008 filed before the Civil Judge, Junior Division, Maval, by Balasaheb Tukaram Marathe and Arun Tukaram Marathe, against Honaji Shripati Ghojage, Shamrao Tukaram Ghojage, Balasaheb Tukaram Kad, Smt.Anjali Hemant Kalokhe, Snehal Hemant Kalokhe, Suraj Hemant Kalokhe, Rahul

Pandharinath Kalokhe, Ravindra Pandharinath Kalokhe, Mrs.Rupali Ganesh Mhaske and Smt.Sumitra Pandharinath Kalokhe, for declaration and injunction relating to their rights relating to the said Survey No.48.

- Special Civil Suit No.1071/ 2014 filed by Alvares family against Honaji Shripati Ghojage, Shamrao Tukaram Ghojage, Pandharinath Raghunath Kalokhe, Hemnath Machinadranath Kalokhe and Balasaheb Tukaram Kad, for cancellation of (i) Sale Deed dated 22.05.1992, registered in the office of the Sub-Registrar, Maval, at Serial No.1366/ 1992, relating to a portion, admeasuring "Hectare 1.76 Are" out of the said Survey No.48, (ii) Sale Deed dated 22.05.1992, registered in the office of the Sub-Registrar, Maval, at Serial No.1367/ 1992, relating to a portion, admeasuring "Hectare 0.80 Are" out of the said Survey No.48, (iii) Sale Deed dated 18.03.2008, registered in the office of the Sub-Registrar, Maval, at Serial No.2594/ 2008, relating to a portion, admeasuring "Hectare 0.40 Are" out of the said Survey No.48, (iv) Sale Deed dated 11.12.2012, registered in the office of the Sub-Registrar, Maval, at Serial No.7133/ 2012, relating to a portion, admeasuring "Hectare 0.80 Are" out of the said Survey No.48 and (v) Sale Deed dated 22.05.1992, registered in the office of the Sub-Registrar, Maval, at Serial No.1366/ 1992, relating to a portion, admeasuring "Hectare 1.76 Are" out of the said Survey No.48, and such other reliefs mentioned therein,
- Deed of Consent cum Settlement dated 03.03.2015, registered in the office of the Sub-Registrar, Lonawala, at Serial No.767/ 2015 on the same day, executed by and between Joseph Anthony Alvares, Mrs.Marissa J. Vyas alias Marissa Eilen Alvares and Mrs.Jacqueline R. Shah alias Jacqueline Ann Alvares of the one part and Rahul Pandharinath Kalokhe, Ravindra Pandharinath Kalokhe, Smt.Sumitra Pandharinath Kalokhe and Mrs.Rupali Ganesh Mhasake, with the consent of Vishwananth Khandu Waje, relating to the said Survey No.48.

4. **SEARCH:**

Advocate Nagraj Vadnal took a search in respect of the said Property, in the offices of the Sub-Registrar, Lonavala and Maval-2, and availed e-search from website "igrmaharashtra.gov.in", vide Challan bearing GRN Nos.MH005430608201617E and MH005430799201617E, both dated 22.10.2016 in the name of Sub-Registrar, Maval-2, Pune, who, vide his two separate Search Report both dated 11.11.2016, reported that from the available record in the offices of the Sub-Registrar, Haveli and from website "igrmaharashtra.gov.in", he did not find any adverse transaction thereof, except transaction mentioned in the said report.

5. **INCIDENCES:**

The record of rights and the documents placed in my hands in respect of the said Property, discloses below mentioned facts:

SURVEY NO.47/1:

- (1) The land bearing Survey No.47, admeasuring "Acre 1.12 Guntha" plus pot kharaba "Acre 0.4 Guntha", thus total "Acre 1.16 Guntha", assessed at "Anne 8.9 pai", situate at Village Varale, Taluka Maval, District Pune (said "SURVEY NO.47/1") was originally owned by one Hari Appa Marathe, after whose demise on 16.03.1941, the name of his son Vithal Hari Marathe was mutated in the record of rights of the said Survey No.47/1, vide Mutation Entry No.165, dated 06.06.1941.
- (2) Thereafter, said Vithal Hari Marathe availed "Tagai" against the said Survey No.47/1 and accordingly, the charge of "Tagai" was kept in the other rights column of the record of rights of the said Survey No.47/1, vide Mutation Entry No.551, dated 15.09.1960.
- (3) Thereafter, "Bail Tagai" was availed against the said Survey No.47/1 from the Mamledar, Maval and thus, the charge of "Bail Tagai" was kept in the other rights column of the record of rights of the said Survey No.47/1, vide Mutation Entry No.582, dated 14.02.1964..

- (4) Thereafter, said Vithal Hari Marathe repaid "Tagai" and thus, pursuant to the Order No.T.A.G/ 1388/ 68, dated 08.06.1968 of the Mamledar, Maval, the charge of "Tagai" was deleted from the other rights column of the record of rights of the said Survey No.47/1, vide Mutation Entry No.690, dated 01.07.1968.
- (5) Thereafter, pursuant to the Sale Deed dated 05.10.1968, registered in the office of the Sub-Registrar, Maval, at Serial No.1340/ 1968 on the same day, said Vithal Hari Marathe along with Dada Savaleram Marathe and Mahadu Savaleram Marathe, sold a portion lying on west side, admeasuring "Acre 1.0 Guntha" out of the said Survey No.47/1, unto and in favour of one A.D. Martin Alwaris, pursuant to which, the said Survey No.47/1 was sub-divided into two hissas; (i) Survey No.47/1/1, admeasuring "Acre 1.0 Guntha", assessed at "Rs.0.37 pai/ paise" and shown in the name of the aforesaid Purchaser and (ii) Survey No.47/1/2, admeasuring "Acre 0.16 Guntha", assessed at "Rs.0.18 pai/ paise" and shown in the name of Vithal Hari Marathe, vide Mutation Entry No.698, dated 17.10.1968, by keeping remarks "subject to 84 C of the Bombay Tenancy and Agricultural Act.
- (6) Thereafter, it appears that after application of the Indian Coins Act, 1955 read with the Maharashtra Weight and Measurement Act, 1958, the area and assessment of the said Survey No.47/1/1 were converted as "Hector 0.40 Are", assessed at "Rs.0.37 paise" and accordingly, the mutation was effected in the record of rights, vide Mutation Entry No.703, dated 22.01.1969.
- (7) Thereafter, pursuant to the order passed in Tenancy Case No.13/70, dated 28.04.1971, the sale of the said Survey No.47/1/1 in favour of said A.D. Martin Alwaris was regularized as per inquiry held under Section 84C of the Bombay Tenancy and Agricultural Act and accordingly, the mutation was effected in the record of

rights of the said Survey No.47/1, vide Mutation Entry No.854, dated 15.09.1972.

- (8) Thereafter, it appears from the Mutation Entry No.1282, dated 04.10.1988 that the Hindustan Petroleum Corporation, Mumbai was allotted rights to use a acquired portion, admeasuring "Hectare 0.4.14 Arc" out of the said Survey no.47/1, for its pipe lines, subject to the use of the same by the land owners of the same.
- (9) Thereafter, said A.D. Martin Alwaris died on 29.12.1985, leaving behind two sons viz. Josef Anthony Alwaris and Peeter Era Anwaris and two daughters viz. Marina Elen Alwaris and Jaklin Aan Anwaris, as his heirs, whose names entered in the record of rights of the said Survey No.47/1/1, vide Mutation Entry No.1494, dated 30.01.1992.
- (10) Thereafter, said Peeter Era Anwaris, who was unmarried, died on 15.04.1996, leaving behind a brother Josef Anthony Alwaris and two sisters viz. Marina Elen Alwaris and Jaklin Aan Anwaris, as his heirs and accordingly, the mutation was effected in the record of rights of the said Survey Nol.47/1/1, vide Mutation Entry No.4854, dated 24.09.2012.
- (11) Thereafter, pursuant to the Sale Deed dated 03.09.2012, registered in the office of the Sub-Registrar, Lonawala, at Serial No.3395/2012 on 04.09.2012, said Joseph Anthony Alvares, Ms.Marissa Eileen Alvares alias Marissa J. Vyas and Ms.Jacqueline Ann Alvares alias Jacqueline R. Shah, sold the said Survey No.47/1/1, unto and in favour of Sandeep Vasantrao Ghare, Mrs.Archana Sandeep Ghare, Vishwanath Khanduji Vaje and Pushkaraj Haribhau Shinde, pursuant to which, their names were entered in the record of rights of the said Survey No.47/1/1, vide Mutation Entry No.4879, dated 11.12.2012.

- (12) Thereafter, pursuant to the Sale Deed dated 03.03.2015, registered in the office of the Sub-Registrar, Lonawala, at Serial No.772/ 2015 on the same day, followed by Correction Deed dated 20.01.2016, registered in the office of the Sub-Registrar, Maval-2, at Serial No.455/ 2016 on the same day and Power of Attorney dated dated 03.03.2015, registered in the office of the Sub-Registrar, Lonawala, at Serial No.774/ 2015 on the same day, said Sandeep Vasantrao Ghare, Mrs.Archana Sandeep Ghare, Vishwanath Khanduji Vaje and Pushkaraj Haribhau Shinde, sold a portion, admeasuring "Hectare 0.37.68 Are" out of the said Survey No.47/1/1, unto and in favour of M/s.Rajashree Group of Companies, a registered partnership firm, represented through its partner Shrinivas Manohar Mankar of 192/6, Pinkcity Road, Wakad, Pune: 411 057 (said "OWNER-1"), whose name was entered in the record of rights of the said Survey No.47/1/1, vide Mutation Entry No.5242, dated 05.03.2015.

SURVEY NO.48:

- (13) The land bearing Survey No.48, admeasuring "Acre 6.1 Guntha" plus pot kharaba "Acre 0.12 Guntha", thus total "Acre 6.13 Guntha", assessed at "Rs.3.2 Anna", situate at Village Varale, Taluka Maval, District Pune (said "SURVEY NO.48") was originally owned by one Hari Govinda Marathe and Tatyaba Govinda Marathe having 8 Anne Hissa each, whose names were stand mutated in the record of rights of the said Survey No.48.
- (14) Thereafter, after demise of said Tatyaba Govinda Marathe on 07.10.1934, the name of his son Vithoba Tatyaba Marathe was entered in the record of rights of the said Survey No.48, vide Mutation Entry No.101, dated 10.11.1934.
- (15) Thereafter, said Hari Govinda Marathe died on 22.10.1936, leaving behind four sons viz. Bajirao Hari Marathe, Piraji Hari Marathe, Raghu Hari Marathe and Nama Hari Marathe, as his heirs, out of which the name of Bajirao Hari Marathe as karta and manager of

joint family, was entered in the record of rights of the said Survey No.48, vide Mutation Entry No.149, dated 16.10.1936.

- (16) Thereafter, said Vithoba Tatyaba Marathe availed "Tagai" against his share in the said Survey No.48 and accordingly, the mutation was effected in the other rights column of the record of rights of the said Survey No.48, vide Mutation Entry No.542, dated 09.05.1959.
- (17) Thereafter, said Vithoba Tatyaba Marathe availed "Tagai" against his share in the said Survey No.48 and accordingly, the mutation was effected in the other rights column of the record of rights of the said Survey No.48, vide Mutation Entry No.591, dated 11.07.1964.
- (18) Thereafter, one Bheeva Chintu Marathe was in actual possession and thus his name was entered in the record of rights of the said Survey No.48, by deleting the pokalist name of said Bajirao Hari Marathe, vide Mutation Entry No.595, dated 05.10.1964.
- (19) Thereafter, pursuant to the Sale Deed dated 11.06.1966, registered in the office of the Sub-Registrar, Maval, at Serial No.857/ 1966 on the same day, said Vithobha Tatyaba Marathe, Bhiva Chintu Marathe and Santu Tatyaba Marathe, sold a portion, admeasuring "Acre 4.30 Guntha" out of the said Survey No.48, unto and in favour of one Laxman Tukaram Khandage, pursuant to which his name was mutated in the record of rights of the said Survey No.48, vide Mutation Entry No.659, dated 07.10.1967.
- (20) Thereafter, pursuant to the Sale Deed dated 17.06.1966, registered in the office of the Sub-Registrar, Maval, at Serial No.883/ 1966 on the same day, said Vithobha Tatyaba Marathe, Bhiva Chintu Marathe and Santu Tatyaba Marathe, sold a portion, admeasuring "Acre 1.23 Guntha" out of the said Survey No.48, unto and in favour of one Laxman Tukaram Khandage, pursuant to which his

name was mutated in the record of rights of the said Survey No.48, vide Mutation Entry No.660, dated 07.10.1967.

- (21) Thereafter, pursuant to the Sale Deed dated 27.08.1966, registered in the office of the Sub-Registrar, Maval, at Serial No.1123/ 1966 on the same day, said Laxman Tukaram Khandage, sold the said Survey No.48, unto and in favour of one A.D. Martin Alwaris, whose name was entered in the record of rights of the said Survey No.48, vide Mutation Entry No.661, dated 07.10.1967.
- (22) Thereafter, the other rights charge of "Tagai", which was availed by said Vithoba Tatyaba Marathe, was repaid fully and thus, the said charge of "Tagai" was deleted from the other rights column of the record of rights of the said Survey No.48, vide Mutation Entry No.662, dated 07.10.1967.
- (23) Thereafter, it appears that after application of the Indian Coins Act, 1955 read with the Maharashtra Weight and Measurement Act, 1958, the area and assessment of the said Survey No.8 were converted as "Hector 2.44 Are" plus pot kharaba "Hectare 0.12 Are", thus total "Hectare 2.56 Are", assessed at "Rs.3.12 paise" and accordingly, the mutation was effected in the record of rights, vide Mutation Entry No.703, dated 22.01.1969
- (24) Thereafter, pursuant to the order passed in Tenancy Case No.13/70, dated 28.04.1971, the sale of the said Survey No.48 in favour of said A.D. Martin Alwaris was regularized as per inquiry held under Section 84C of the Bombay Tenancy and Agricultural Act and accordingly, the mutation was effected in the record of rights of the said Survey No.48, vide Mutation Entry No.853, dated 15.09.1972.
- (25) Thereafter, said A.D. Martin Alwaris died on 29.12.1985, leaving behind two sons viz. Joseph Anthony Alvares and Peeter Era Alvares and two daughters viz. Ms.Marissa Eileen Alvares and

Jacqueline Ann Alvares, as his heirs, whose names entered in the record of rights of the said Survey No.47/1/1, vide Mutation Entry No.1494, dated 30.01.1992.

- (26) Thereafter, pursuant to the Sale Deed dated 22.05.1992, registered in the office of the Sub-Registrar, Lonawala, at Serial No.P-1366/1992 on 18.06.1992, said Peeter Era Alvares, for self and constituted attorney of Joseph Anthony Alvares, Ms.Marissa Eileen Alvares alias Marissa J. Vyas and Ms.Jacqueline Ann Alvares alias Jacqueline R. Shah, sold a portion, admeasuring "Hectare 1.76 Are" out of the Survey No.48, unto and in favour of one Honaji Shripati Ghojage, Shamrao Tukaram Ghojage and Pandharinath Raghunath Kalokhe and accordingly, their names were recorded in the record of rights of the said Survey No.48, as per order dated 30.11.1992 passed by the Tahasildar, Maval, in Complaint bearing Case No.69/92 and 70/92, vide Mutation Entry No.1521, dated 07.08.1992.
- (27) Thereafter, Sale Deed dated 22.05.1992, registered in the office of the Sub-Registrar, Maval, at Serial No.P-1367/1992 on 18.06.1992, said Peeter Era Alvares, for self and constituted attorney of Joseph Anthony Alvares, Ms.Marissa Eileen Alvares alias Marissa J. Vyas and Ms.Jacqueline Ann Alvares alias Jacqueline R. Shah, sold a portion lying on west side, admeasuring "Hectare 0.80 Are" out of the Survey No.48, unto and in favour of one Balasaheb Tukaram Kad and Hemnath Machindra Kalokhe, and accordingly, their names were recorded in the record of rights of the said Survey No.48, as per order dated 30.11.1992 passed by the Tahasildar, Maval, in Complaint bearing Case No.69/92 and 70/92, vide Mutation Entry No.1522, dated 07.08.1992.
- (28) Thereafter, said Hemnath Machindra Kalokhe died on 02.05.2000, leaving behind a widow Smt.Anjali Hemnath Kalokhe, a son Suraj Hemnath Kalokhe and a daughter Snehal Hemnath Kalokhe, as his

- heirs, whose names were mutated in the record of rights of the said Survey No.48, vide Mutation Entry No.2962, dated 21.02.2004.
- (29) Thereafter, after demise of said Pandharinath Raghunath Kalokhe on 02.02.2004, the names of his heirs; widow Smt.Sumitra Pandharinath Kalokhe, two son Ravindra Pandharinath Kalokhe and Rahul Pandharinath Kalokhe; and a married daughter Mrs.Rupali Ganesh Mhaske, were entered in the record of rights of the said Survey No.48, vide Mutation Entry No.2981, 15.04.2004.
- (30) Thereafter, pursuant to the Development Agreement dated 05.12.2006, registered in the office of the Sub-Registration, Maval, at serial No.8958/ 2006 on 06.12.2006 and Power of Attorney dated 05.12.2006, registered in the office of the Sub-Registration, Maval, at serial No.8959/ 2006 on 06.12.2006, said Honaji Shripati Ghojage and Shamrao Tukaram Ghojage, granted exclusive development rights in respect of a portion, admeasuring "Hectare 1.38.6 Are" out of the said Survey No.48, unto and in favour of one Mrs.Sumitra Pandharinath Kalokhe, subject to the terms and conditions mentioned therein.
- (31) Thereafter, pursuant to the Sale Deed dated 05.03.2008, registered in the office of the Sub-Registrar, Lonawala, at Serial No.2594/ 2008 on 24.03.2008, said Balasaheb Tukaram Kad sold a portion, admeasuring "Hectare 0.40 Are" out of the said Survey No.48, unto and in favour of said Smt.Anjali Hemnath Kalokhe, pursuant to which, her name was entered in the record of rights of the said Survey No.48 in respect of the aforesaid purchased portion, vide Mutation Entry No.3663, dated 04.07.2008.
- (32) Thereafter, pursuant to the Sale Deed dated 11.12.2012, registered in the office of the Sub-Registrar, Maval, at Serial No.7133/ 2012 on the same day and Power of Attorney dated 11.12.2012, registered in the office of the Sub-Registrar, Maval, at Serial No.7134/ 2012 on the same day, said Smt.Anjali Hemnath Kalokhe (for self and

guardian of Suraj Hemnath Kalokhe) and Snehal Hemnath Kalokhe, sold a portion, admeasuring "Hectare 0.80 Are" out of the said Survey No.48, unto and in favour of Ravindra Pandharinath Kalokhe and Mrs.Rupali Ganesh Mhaske, whose names were entered in the record of rights of the said Survey No.48, vide Mutation Entry No.4882, dated 12.12.2012.

- (33) Thereafter, pursuant to the Development Agreement dated 23.04.2013, registered in the office of the Sub-Registrar, Maval, at Serial No.3079/ 2013 on the same day and Power of Attorney dated 23.04.2013, registered in the office of the Sub-Registrar, Maval, at Serial No.3080/ 2013 on the same day, followed by Correction Deed dated 08.09.2015, registered in the office of the Sub-Registrar, Maval-2, at Serial No.5335/ 2015 on the same day, said Honaji Shripati Ghojage, Shamrao Tukaram Ghojage, Smt.Sumitra Pandharinath Kalokhe (for self and constituted attorney of Honaji Shripati Ghojage and Shamrao Tukaram Ghojage), Rahul Pandharinath Kalokhe (for self, as a karta and manager of Joint Hindu Family and guardian of his minors), Mrs.Vinaya Rahul Kalokhe, Ravindra Pandharinath Kalokhe (for self, as a karta and manager of Joint Hindu Family and guardian of his minors), Mrs.Chaitrali Ravindra Kalokhe and Mrs.Rupali Ganesh Mhaske, granted exclusive development rights in respect of the portion, admeasuring "Hectare 2.16 Are" out of the said Survey No.48, unto and in favour of one Rajnandini Associates, a partnership firm, represented through its partner Ranjit Gulab Kalate, in consideration of allotment of 1,00,000 sq.ft. saleable built-up constructed area in the then proposed building to be constructed on the said Property, subject to the terms and conditions mentioned therein.
- (34) Thereafter, pursuant to the Sale Deed dated 17.01.2014, registered in the office of the Sub-Registrar, Malva, at Serial No.465/ 2014 on 21.01.2014, said Honaji Shripati Ghojage and Shamrao Tukaram Hojage through their constituted attorney Smt.Sumitra

Pandharinath Kalokhe, sold a portion, admeasuring "Hectare 1.38.6 Are" out of the said Survey No.48, unto and in favour of Smt.Sumitra Pandharinath Kalokhe, whose name was entered in the record of rights of the said Survey No.48, to the extent of the aforesaid purchased portion, vide Mutation Entry No.5079, dated 27.01.2014.

(35) Thereafter, said Balasaheb Tukaram Marathe and Arun Tukaram Marathe filed a Regular Civil Suit No.105/ 2008 before the Civil Judge, Junior Division, Maval, against Honaji Shripati Ghojage, Shamrao Tukaram Ghojage, Balasaheb Tukaram Kad, Smt.Anjali Hemant Kalokhe, Snehal Hemant Kalokhe, Suraj Hemant Kalokhe, Rahul Pandharinath Kalokhe, Ravindra Pandharinath Kalokhe, Mrs.Rupali Ganesh Mhaske and Smt.Sumitra Pandharinath Kalokhe, for declaration and injunction relating to their rights relating to the said Survey No.48. However, the dispute was amicably settled between the aforesaid Plaintiffs and the Defendants and pursuant to which, and accordingly, the Plaintiffs filed an application dated 17.07.2014 at Exh.56 for withdrawal of the said suit and accordingly, the Hon'ble Civil Judge, Senior Division, Pune, permitted to withdraw the said suit.

(36) In the meanwhile, as per the settlement arose between the aforesaid Plaintiffs and the Defendants, pursuant to the Sale Deed dated 26.06.2014, registered in the office of the Sub-Registrar, Maval, at Serial No.3959/ 2014 on the same day, said Smt.Sumitra Pandharinath Kalokhe, Rahul Pandharinath Kalokhe, Ravindra Pandharinath Kalokhe and Mrs.Rupali Ganesh Mhaske, with the consent of Smt.Sarita Arun Marathe for self and guardian of Akshata Arun Marathe, Amruta Arun Marathe and Rohidas Sitaram Marathe, sold a portion, admeasuring "Hectare 0.40 Are" out of the said Survey No.48, unto and in favour of Balasaheb Tukaram Marathe, Vasant Tukaram Marathe, Ramdas Sitaram Marathe and Abhijit Arun Marathe, pursuant to which their names were entered in the record of rights of the said Survey No.48, vide Mutation Entry No.5163, dated 08.08.2014.



- (37) Thereafter, pursuant to the Supplement Development Agreement dated 31.12.2014, registered in the office of the Sub-Registrar, Lonawala, at Serial No.14/ 2015 on 02.01.2015 and Power of Attorney dated 31.12.2014, registered in the office of the Sub-Registrar, Lonawala, at Serial No.15/ 2015 on 02.01.2015, said Smt.Sumitra Pandharinath Kalokhe, Rahul Pandharinath Kalokhe, Mrs.Vinaya Rahul Kalokhe, Ravindra Pandharinath Kalokhe, Mrs.Chaitrali Ravindra Kalokhe, Mrs.Rupali Ganesh Mhaske through their constituted attorney Rajnandini Associates, partnership firm, represented through its partner Ranjit Gulab Kalate and Rajnandini Associates, partnership firm, represented through its partner Ranjit Gulab Kalate, granted exclusive development rights relating to the portion, admeasuring "Hectare 2.16 Are" out of the said Survey No.48, unto and in favour of D.S.Rajshree Landmark, a registered partnership having its registered office at, D ward/ 2/1, Behind Gurudwara, Sai Chowk, Pimpri, Pune: 411016 represented through its partner Prakash K. Tejwani, subject to the terms and conditions mentioned therein.
- (38) Thereafter, pursuant to the (i) Cancellation Deed dated 16.04.2016, registered in the office of the Sub-Registrar, Maval-2, at Serial No.2403/ 2016 on the same day and (ii) Cancellation Deed dated 16.04.2016, registered in the office of the Sub-Registrar, Maval-2, at Serial No.2404/ 2016 on the same day, said Rajnandini Associates, a registered partnership having its registered office at, Wakad, Taluka Mulshi, District Pune represented through its partner Ranjit Gulab Kalate being Party No.1, D.S.Rajshree Landmark, a registered partnership having its registered office at, D ward/ 2/1, Behind Gurudwara, Sai Chowk, Pimpri, Pune: 411016 represented through its partner Prakash K. Tejwani being Party No.2 and said Smt.Sumitra Pandharinath Kalokhe, Rahul Pandharinath Kalokhe, Mrs.Vinaya Rahul Kalokhe, Ravindra Pandharinath Kalokhe, Mrs.Chaitrali Ravindra Kalokhe, Mrs.Rupali Ganesh Mhaske through their constituted attorney Rajnandini Associates, partnership firm,

represented through its partner Ranjit Gulab Kalate and Rajnandini Associates, partnership firm, represented through its partner Ranjit Gulab Kalate being Party No.3, cancelled the said Supplement Development Agreement dated 31.12.2014, registered in the office of the Sub-Registrar, Lonawala, at Serial No.14/ 2015 on 02.01.2015 and Power of Attorney dated 31.12.2014, registered in the office of the Sub-Registrar, Lonawala, at Serial No.15/ 2015 on 02.01.2015, executed relating to the portion, admeasuring "Hectare 2.16 Are" out of the said Survey No.48.

- (39) Thereafter, said Joseph Anthony Alvares, Mrs.Marissa J. Vyas alias Marria Eileen Alvares and Mrs.Jacqueline R. Shah alias Jacqueline Ann Alvares through their constituted attorney Vishwanath Khandu Waje, filed a Special Civil Suit No.1071/2014 before the Civil Judge, Senior Division, Pune, against Honaji Shripati Ghojage, Shamrao Tukaram Ghojage, Pandharinath Raghunath Kalokhe, Hemnath Machinadranath Kalokhe and Balasaheb Tukaram Kad, for cancellation of (i) Sale Deed dated 22.05.1992, registered in the office of the Sub-Registrar, Maval, at Serial No.1366/1992, relating to a portion, admeasuring "Hectare 1.76 Are" out of the said Survey No.48, (ii) Sale Deed dated 22.05.1992, registered in the office of the Sub-Registrar, Maval, at Serial No.1367/1992, relating to a portion, admeasuring "Hectare 0.80 Are" out of the said Survey No.48, (iii) Sale Deed dated 18.03.2008, registered in the office of the Sub-Registrar, Maval, at Serial No.2594/2008, relating to a portion, admeasuring "Hectare 0.40 Are" out of the said Survey No.48, (iv) Sale Deed dated 11.12.2012, registered in the office of the Sub-Registrar, Maval, at Serial No.7133/2012, relating to a portion, admeasuring "Hectare 0.80 Are" out of the said Survey No.48 and (v) Sale Deed dated 22.05.1992, registered in the office of the Sub-Registrar, Maval, at Serial No.1366/1992, relating to a portion, admeasuring "Hectare 1.76 Are" out of the said Survey No.48, and such other reliefs mentioned therein,

- (40) However, thereafter, the dispute between the aforesaid Plaintiffs and the Defendants was amicably settled out of the court and accordingly, pursuant to the Application at Exh.26 filed by the aforesaid Plaintiffs, the Hon'ble Civil Judge Senior Division, Pune was disposed of the said Suit vide his order dated 10.04.2015 passed below Exh.1.
- (41) In the meanwhile, as per settlement arose between said Joseph Anthony Alvares, Mrs.Marissa J. Vyas alias Marissa Eileen Alvares and Mrs.Jacqueline R. Shah alias Jacqueline Ann Alvares of the one hand and Rahul Pandharinath Kalokhe, Ravindra Pandharinath Kalokhe, Smt.Sumitra Pandharinath Kalokhe and Mrs.Rupali Ganesh Mhase of the other hand and accordingly, they have executed Deed of Consent cum Settlement dated 03.03.2015, registered in the office of the Sub-Registrar, Lonawala, at Serial No.767/ 2015 on the same day.

COMMON INCIDENTS:

- (42) Thereafter, pursuant to the Development Agreement dated 25.08.2016, registered in the office of the Sub-Registrar, Maval-2, at Serial No.5466/2016 on the same day, followed by Power of Attorney dated 25.08.2016, registered in the office of the Sub-Registrar, Maval-2, at Serial No.5467/2016 on the same day, said Sumitra Pandharinath Kalokhe, Rahul Pandharinath Kalokhe, Mrs.Vinaya Rahul Kalokhe, Ravindra Pandharinath Kalokhe, Mrs.Chitrai Ravindra Kalokhe, Mrs.Rupali Ganesh Mhaske being the Owner No.1 and M/s.Rajashree Group of Companies, a registered partnership firm, having its office at, Wakad Chowk, Wakad, Pune: 411 057 represented through its partner Ranjeet Gulab Kalate being the Owner No.2, with the confirmation of M/s.Rajnandini Associates, a registered partnership firm, having its office at, Wakad Chowk, Wakad, Pune: 411 057, granted exclusive development rights in respect of the said Property, unto and in favour of the said Developer, subject to the terms and conditions mentioned therein, by retaining (i) Total residential blocks

aggregating 6781.69 sq.mt. built-up (carpet 4844.06 sq.mt.) + independent commercial blocks aggregating to 1,393.53 sq.mt. built up (carpet 995.38 sq.mt.), thus in all to 8175.22 sq.mt. in the form of one or more flats/ shops/ office in one or more buildings on the said Property for use and occupation of the Owner No.1, (ii) Total residential blocks aggregating 2973.04 sq.mt. built-up (carpet 2123.6 sq.mt.) in the form of one or more flats/ shops/ office in one or more buildings on the said Property for use and occupation of the Owner No.2 and (iii) Total residential blocks aggregating 1393.53 sq.mt. built-up (carpet 995.38 sq.mt.) in the form of one or more flats/ shops/ office in one or more buildings on the said Property for use and occupation of the Confirming Party (hereinafter collectively referred to as the said "RETAINED UNITS").

6. SANCTIONED REGIONAL PLAN:

- (i) Pursuant to the sanctioned Regional plan of Pune Region, the said Survey No.47 is earmarked partly in Residential zone, as witnessed by Zone Certificate bearing No.4143, dated 21.03.2013, issued by the Asst. Engineer, Town Planning, Pune Pune, in respect of Survey No.47.
- (ii) Pursuant to the sanctioned Regional plan of Pune Region, the said Survey No.48 is earmarked partly in Residential zone, as witnessed by Zone Certificate bearing No.7849, dated 18.06.2012, issued by the Asst. Engineer, Town Planning, Pune Pune.

7. OPINION:

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

- (a) The said Property is vested in the ownership of the said Owners; Smt.Sumitra Pandharinath Kalokhe, Rahul Pandharinath Kalokhe, Mrs.Vinaya Rahul Kalokhe, Ravindra Pandharinath Kalokhe, Mrs.Chitrai Ravindra Kalokhe and Mrs.Rupali Ganesh Mhaske,

- (b) the said Land is free from encumbrances and doubts, and,
- (c) said said Developer; NAMRATA DEVELOPERS PRIVATE LIMITED is entitled to implement ownership scheme therein and dispose it off to the intending buyers, save and except the said Retained Units, as stated in the said Development Agreement dated 25.08.2016.

All the documents are returned to the said Developer and file is closed.


Sunil V. Zunjarrao,
Advocate

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