

Ref.

Date / /

ANNEXURE

FLOW OF THE TITLE OF THE LAND

Re- (A) A separated area, admeasuring 00 Hectare, 18 Ares, from and out of the entire land, bearing CTS no.1970 (part), corresponding Survey No. 44A/11D (old Survey No. 44A/11/B/1/2), totally admeasuring 00 Hectare 22 Ares, assessed at Rs. 01.89,

(B) Bearing CTS no.1970 (part), corresponding Survey no. 44A/11E (old Survey No.44A/11/B/1/3), an area, admeasuring 00 Hectare, 20 Ares, assessed at Rs. 0.1.88,

AND

(C) A separated area, admeasuring 00 Hectare, 01.85.8 Ares, from and out of the entire land, bearing CTS no.1970 (part), corresponding Survey No. 44A/11F (old Survey no.44A/11B/1/B/3), totally admeasuring 00 Hectare 60 Ares, assessed at Rs.04.85,

Aggregating a total area, admeasuring 00 Hectare, 39.858 Ares, all lands lying, being and situated at Revenue Village – Mundhwa, Taluka- Pune city, and District-Pune, within the local limits of Pune Municipal Corporation and within the revenue jurisdiction of Sub Registrar, Haveli.(Pune)

1. That from the revenue record of 1980, one Shri. Vinayak Shankar Talwalkar, was shown to be an absolute Owner of the property, Survey No. 44/11/1B of village Mundhwa.

2. That the Mutation Entry No. 3995 duly certified indicates that by virtue of a Sale Deed, dated- 30.05.1985, the above said Owner, Shri. Vinayak Shankar Talwalkar, with the consent of Smt. Laxmibai Nansahab Gholap, sold, transferred and conveyed part of an area, admeasuring 00 Hectare, 40 Ares, to and in favor of 1) Shri. Damodar Nansahab Gholap and 2) Shri. Shivaji Nansahab Gholap. Based on the above Sale Deed, an effect was given to the record of rights of the said property sold, and the area that was sold, was allocated with Survey no. 44/11/1B/2, and the area that was retained by the said Owner, Shri. Vinayak Shankar Talwalkar, was allocated with Survey no. 44/11/1B/1.

3. That the Mutation Entry No.4013 duly certified indicates that by virtue of a Sale Deed, dated- 17.05.1985, registered in the office of Sub Registrar Haveli No.1, at Serial No. 4226, on same day, the above said Owner, Dr. Vinayak Shankar Talwalkar, sold, transferred and conveyed part of an area, admeasuring 00 Hectare, 20 Ares, from and out of the Land, Survey No. 44A/11B, to and in favor of Mr. Kushaba Dhondiba Raskar, along with right of half share of use of water of well located in the said land, Survey No. 44, in common interest, all trees located at East side of Canal in the said land and undivided interest in East-West side 10 ft. wide road and North-West 5 Feet wide road.

4. That the Mutation Entry No. 4014 duly certified indicates that by virtue of a Sale Deed, dated -17.05.1985, the above said Owner, Dr. Vinayak Shankar Talwalkar, sold, transferred and conveyed part of an area, admeasuring 00 Hectare, 20 Ares, from and out of the Land, Survey No. 44A/11B, to and in favor of Mr. Gopinath Dhondiba Raskar, along with right of half share of use of water of well located in the said land Survey No. 44, in common interest, all trees located at East side of Canal in the said land and undivided interest in East-West side 10 ft. wide road and North-West 5 Feet wide road.

5. That the Mutation Entry No. 4015 duly certified indicates that by virtue of a Sale Deed, dated -17.05.1985, the above owner, Dr. Vinayak Shankar Talwalkar, sold, transferred and conveyed part of an area, admeasuring 00 Hectare, 60 Ares, from and of the land, Survey No. 44A/11B, to and in favor of Mr. Kisan Bhivba Raskar, along with right of half share of use of water of well located in the said land Survey No. 44, in common interest, all trees located at East side of Canal in the said land and undivided interest in East-West side 10 ft wide road and North-West 5 Feet wide road.

6. That the Mutation Entry No. 4134 duly certified indicates that as per the application, dated -10/01/1988 to the Tahsildar, Pune, by the above Owner, Shri. Kisan Bhivba Raskar, and the Dnyapun Ref.No. 1562/1988, dttd. 01/08/1988, of Tahsildar, Pune, the above said area, admeasuring 00 Hectare, 60 Ares, purchased by him, out of Survey No. 44A/11B, was allocated with new 7/12 extract Survey No. 44/11B/2 admeasuring 00 Hectare, 60 Ares.

7. That the Mutation Entry No. 4300, duly certified indicates that the Owners, Shri. Gopinath Dhondiba Raskar & Kushaba Dhondiba Raskar, partitioned lands amongst themselves, as follows, as per the provisions of the Maharashtra Land Revenue Code 1966, under Section 85, vide its order no. TALAJ/VASHI/1024/90, dated- 01/06/1990, duly passed by the Tahsildar, Pune.

PARTICULARS OF PARTITION :-

S.No.	Area H.R.	Asat.	Possessor as per Partition
44A/11/1/B/1/1 (wrongly recorded as 44A/11/1/B/1/2)	0.62		Vinayak Shankar Talwalkar
44A/11/1/B/1/2	0.22	1.88	Gopinath Dhondiba Raskar
44A/11/1/B/1/3	0.20	1.88	Kushaba Dhondiba Raskar.

8. That the Mutation Entry no. 5436, duly certified indicates that one of the above said Owners, Shri. Kushaba Dhondiba Raskar, expired intestate, on 16/04/1991, leaving behind him, Shri. Vilas Kushaba Raskar and Smt. Shantabai Kushaba Raskar, as his legal heirs. Accordingly, the said heirs have been brought on the record of rights of the property, Survey No. 44A/11/1/B/1/3 referred to above, left behind by the said deceased.

AS REGARDS CTS NO. 1970 (PART), CORRESPONDING SURVEY NO. 44A/11/D, (CTS NO. 1970), (OLD CORRESPONDING SURVEY NO. 44A/11/1/B/1/2), TOTALLY ADMEASURING 00 HECTARE, 22 ARES:-

1. That by virtue of WILL, dated-17.09.1992, registered in the office of Sub-Registrar, Haveli-III, under Registration No. 180/1992, the above said property, admeasuring 00 Hectare, 22 Ares, was gifted by Shri Gopinath D. Raskar to his grandson Shri. Pravin Prabhakar Raskar.

2. That the Mutation Entry No. 5793, duly certified, indicates that as per the Order of Sub Divisional Officer, Pune, vide Ref. No. RTS/34/1995, dated- 23.05.1997, along with the Order of Tahasildar, Pune City, Pune, vide its Order Ref.no. HANO/950/97, dated-04.10.1997, names of Owners recorded vide mutation no. 4731, were duly removed and only the name of Shri Pravin Prabhakar Raskar, was recorded in respect of the said land.

3. That the Mutation Entry No. 5813, duly certified, indicates that by virtue of a Sale Deed, dated- 02.02.1996, registered in the Office of Sub - Registrar, Haveli, (Pune), under Sr. no. 5590/1996, the above said Owner, Mr. Pravin Prabhakar Raskar, sold a separated area, admeasuring 08 Ares, from and out of the said entire Land, to and in favor of the Purchaser therein, M/S. BHATI BROTHERS, a Partnership Firm, registered under Indian Partnership Act, 1932, represented through its Partners, 1) Shri. Animbhai Bhati and 2) Shri. Shamshadbai Bhati. Based on the said registered Sale Deed, the name of the Purchaser therein, was recorded in the Record of Rights of the said area purchased.

4. That the Mutation Entry No. 5814, duly certified indicates that thereafter by virtue of a Sale Deed, dated-10.09.1997, registered in the Office of Sub Registrar, Haveli (Pune), under sr. no. 6048 / 1997, the said Owner, M/S. BHATI BROTHERS, through its Partners, 1) Mr. Aminbhai Bhati and 2) Shri. Shamsadhai Bhati, sold a separated area, admeasuring about 00 Hectare, 04 Ares, from and out of the said area, adm. 08 Ares, referred to above, to and in favor of the Purchaser therein, Shri. Sandeep Papanna Controllu. Accordingly, based on the said registered Sale Deed, an effect was given to the record of rights of the said property.

5. That the Mutation Entry No. 5815, duly certified, indicates that thereafter by virtue of a Sale Deed, dated -10.09.1997, registered in the Office of Sub Registrar, Haveli, (Pune), under sr. no. 6049/1997, the above said Owner, M/S. BHATI BROTHERS, through its Partners, 1) Shri. Aminbhai Bhati and 2) Shri. Shamsadhai Bhati, further sold, transferred and conveyed the above said balanced and separated area, admeasuring 00 Hectare, 04 Ares, to and in favour of the Purchaser therein, Shri. Ramesh Baburao Garund. Based on the said registered Sale Deed, an effect was given to the record of rights of the said property.

6. That the Mutation Entry No. 5945, duly certified, indicates that by virtue of a Sale Deed, dated -12.08.1996, registered in the Office of Sub - Registrar, Haveli,(Pune), under sr. no. 5636/1996, the above said Owner, Shri. Pravin Prabhakar Raskar, further sold a separated area, admeasuring 00 Hectare, 10 Ares, from and out of the said entire property, to and in favor of the Purchaser therein, M/S. BHATI BROTHERS, a Partnership Firm, registered under Indian Partnership Act, 1932, represented through its Partners, 1) Shri. Aminbhai Bhati and 2) Mr. Shamsadhai Bhati. Based on the above said registered Sale Deed, an effect was given to the record of rights of the said property.

7. That the Mutation Entry No. 6271 duly certified indicates that by virtue of a Sale Deed, dated -05.05.1998, registered in the office of Sub Registrar, Haveli (Pune) under sr. no. 2274/1998, the above said Owner, M/S. BHATI BROTHERS, through its Partners, 1) Mr. Aminbhai Bhati and 2) Mr. Shamsadhai Bhati, further sold, transferred and conveyed a separated area, admeasuring 00 Hectare, 03 Ares, to and in favour of the Purchasers therein, 1) Shri. Arun and 2) Mr. Sushil Nandoo Phunde. Based on the said registered Sale Deed, an effect was given to the record of rights of the said property.

8. That the Mutation Entry No. 8220 duly certified indicates that as per the order of Tahasildar, Pune City, vide its Order Ref.no. RTS/7/12/SANGANA/1438/04, Pune, dated-21.10.2004, wrongly recorded sub divisions of 7/12 extracts were ordered to be rectified and accordingly rectifications were carried out and new Hissa Numbers were formed, as follows :-

OLD SURVEY NOS.	NEW SURVEY NO.
I) 44A/11/1/B/1/2.	44 A/11D.
II) 44A/11/1/B/1/3.	44 A/11E.
III) 44A/11B/1/B/3.	44 A/11F.

9. That the Mutation Entry No. 8895 duly certified indicates that by virtue of a Sale Deed, dated- 03.10.2006, registered in the office of Sub Registrar, Haveli No.3, (Pune), under sr. no. 7855 / 2006, the above said Owners, 1) Shri. Arun Namdeo Phunde and 2) Sunil Namdeo Phunde, with the consent of Mamta Namdeo Phunde, with the consent of Mrs. Mamata Namdeo Phunde, sold, transferred and conveyed their share, admeasuring 00 Hectare, 03 Acre, from and out of the said Land, to and in favor of the Purchaser therein, Shri. Anil Namdeo Dalvi. Based on the above said registered Sale Deed, an effect was given to the record of rights of the said property.

10. That the Mutation Entry No. 9405 duly certified indicates that by virtue of a Sale Deed, dated - 01.08.2007, registered in the office of Sub Registrar, Haveli 12,(Pune), under sr. no. 6831 / 2007, the above said Owner, Shri. Ramesh Baburao Garund, through his Power of Attorney Holder, Shri. Ajay Prabhakar Hirekar, sold, transferred and conveyed his share, admeasuring 00 Hectare, 04 Acre, to and in favour of the Purchaser therein, Shri. Sandeep Pappanna Controllu. Based on the said registered Sale Deed, an effect has been given to the record of rights of the said property.

11. That the above said Shri. Sandeep Pappanna Controllu, expired intestate and unmarried, on 17/08/2012, leaving behind him, Shri. Pappanna Sayanna Controllu, Shri. Atul Pappanna Controllu and Mrs. Sanjivani Deepak Kularkar, as his legal heirs. Accordingly, an effect has been given to the record of rights of the said property.

12. That the Mutation Entry No. 13896 duly registered indicates that as per the Order of City Survey Officer No.1, Pune City, vide Ref. No. NABH/Double Entry Close /Mundhwa/2018, dated- 02.05.2018, along with the Order of Tahasildar, Pune City, vide Ref.No. Hakkunondani krumpak/KAVI/480/18, dated- 04/05/2018, to close

'duel/Double entry in revenue records', the 7/12 extract of the said property, was duly ordered to be closed in respect of said properties including Survey Nos. 44A/11D and 44A/11E, referred to above.

13. That thereafter the above said Owners, i) Shri Anil Nandeo Dalavi, with the consent of i) Mrs. Savita Anil Dalavi ii) Mr. Rohit Anil Dalavi and iii) Kum. Rohan Anil Dalavi, have entrusted, assigned, transferred development rights in respect of their separated area, admeasuring 00 Hectare, 03 Ares, from and out of the Land, bearing Survey No. 44A/11D (CTS No. 1970), totally admeasuring 00 Hectare, 22 Ares, to and in favor of PAWAR BUILDCON AND COMPANY, a registered Partnership Firm, registered under Indian Partnership Act, 1932, represented through its Partners, i) Shri. Gorakhnath Dhondiba Pawar and ii) Shri. Shiva S. Teerth, the Promoter, Builder and the Developer, by virtue of a Development Agreement along with a Power of Attorney, both dated -02.04.2019, registered in the office of Sub Registrar, Haveli No. 3, (Pune), under sr. no. 5315/2019 and 5318/2019 respectively on the terms and conditions mentioned therein.

14. That in pursuance of above said Development Agreement, dated- 02.04.2019, the above said Owner, i) Shri Anil Nandeo Dalavi, with the consent of i) Mrs. Savita Anil Dalavi ii) Mr. Rohit Anil Dalavi and iii) Kum. Rohan Anil Dalavi, also executed a Hampaata/ Indemnity Bond, dated- 02.04.19, registered in the Office of the Sub Registrar, Haveli No.3, (Pune), under Sr. no. 5319/2019, to and in favor of the said PAWAR BUILDCON AND COMPANY, through its Partners i) Mr. Gorakhnath Dhondiba Pawar and ii) Mr. Shiva S. Teerth on the terms and conditions mentioned therein.

15. That one of the above said Owners, M/S, BHATI BROTHERS, a Partnership Firm, registered under Indian Partnership Act, 1932, through Partners, i) Shri Maohammad Amin Bhati 2) Late Shamshad Humain Bhati, through his legal heirs 2A) Mr. Shahid Shamshad Humain Bhati 2B) Mr. Irshad Shamshad Humain Bhati and 2C) Smt. Shahida Shamshad Bhati, for self and Power of Attorney Holder of Humain Pravin Muhammad, 2D) Huma Pravin Muhammad Khalli Badgajar 2E) Hina Imran Choudhari 2F) Naziya Mehasir Jamindar and 2G) Talsin Shamshad Bhati, have entrusted, assigned, transferred development rights in respect of their separated area, admeasuring 00 Hectare, 07 Ares, from and out of the entire Land, bearing Survey No. 44A/11D (CTS No. 1970) to and in favor of PAWAR BUILDCON AND COMPANY, Pune, the Promoter, Builder and the Developer, by virtue of a Development

Agreement along with the Power of Attorney, both dated - 29.04.2019, registered in the office of Sub Registrar, Haveli No. 16, (Pune), under sr. nos. 6580/2019 and 6581/2019 respectively on the terms and conditions mentioned therein.

16. That in pursuance of above said Development Agreement, dated-29.04.2019, the above said Owners, M/S. BHATI BROTHERS, a registered Partnership Firm, through its Partners, 1) Shri Maohammad Amin Bhati 2) Late Shamshad Husain Bhati through his legal heirs 2A) Mr. Shahid Shamshad Husain Bhati 2B) Mr. Irahad Shamshad Husain Bhati 2C) Smt. Shahida Shamshad Bhati, for self and Power of Attorney Holder of Huma Pravin Mahummad 2D) Huma Pravin Mahummad Khalil Badgajar 2E) Hina Imran Choudhari 2F) Nazriya Mudassir Jamimiar and 2G) Taisin Shamshad Bhati, also executed Hamipatru/ Indemnity Bond, dated- 29.04.19, in the Office of the Sub Registrar, Haveli No. 16,(Pune), under sr. no. 6582/2019, to and in favor of the said Promoter, Builder and the Developer, PAWAR BUILDCON AND COMPANY, Pune, a registered Partnership Firm.

17. That by virtue of a Development Agreement coupled with an Irrevocable General Power of Attorney, both dated- 29/05/2020, duly registered in the Office of the Sub Registrar, Haveli no. 11, (Pune), under Sr. No.5628/2020 and 5629/2020, respectively, the above said Owners, Shri. Pappanna Sayanna Controllu, Shri. Atul Pappanna Controllu and Mrs. Sanjeevani Deepak Kulaskar, jointly, given for development, a separated area, admeasuring 00 Hectare, 03.50 Ares, from and out of the larger area, adm. 00 Hectare, 08 Ares, to the said Promoter, Builder and the Developer, PAWAR BUILDCON AND COMPANY, Pune, a registered Partnership Firm, on the terms and conditions mentioned therein.

18. That by virtue of a Development Agreement coupled with an Irrevocable General Power of Attorney, the above said Owners, both dated- 29/05/2020, duly registered in the Office of the Sub Registrar, Haveli no. 11, (Pune), under Sr. No.5631/2020 and 5632/2020, the above said Owners, Shri.Pappanna Sayanna Controllu, Shri. Atul Pappanna Controllu and Mrs. Sanjeevani Deepak Kulaskar, jointly, given for development, a separated area, admeasuring 00 Hectare, 04.50 Ares, from and out of the larger area, adm. 00 Hectare, 08 Ares, to the said Promoter, Builder and the Developer, PAWAR BUILDCON AND COMPANY, Pune, a registered Partnership Firm, on the terms and conditions mentioned therein.

AS REGARDS BEARING CTS NO.1970 (PART),
CORRESPONDING SURVEY NO. 44A/11E (OLD
CORRESPONDING SURVEY NO. 44A/11/1/B/1/3)
TOTALLY ADMEASURING 00 HECTARE, 20 ARES:

1. As mentioned above, one Shri. Kushaba Dhandiba Raskar, was an owner of the above said property.

2. That the Mutation Entry No. 5436, duly certified indicates that one of the Owners, Kushaba Dhandiba Raskar, expired intestate, on 16/4/1991, leaving behind him a son, 1) Vilas Kushaba Raskar and a Widow, 2) Shantabai Kushaba Raskar, as his legal heirs. No daughters. Accordingly, said legal heirs have brought on the record of rights of the said property left behind by the said deceased.

3. That by virtue of 'Agreement to Sell & Power of attorney, both dated - 12/09/2005, registered in the office of Sub-Registrar, Haveli No.6,(Pune) under Sr. nos. 5336/2005 and 5337/2005 respectively, the above said Owners, 1) Shri. Vilas Kushaba Raskar, for self and Manager of his Hindu Undivided Family, consisting of 2) Mrs. Kanta Vilas Raskar 3) Yogesh Vilas Raskar and 4) Snehal Vilas Raskar, have agreed to sell an area, admeasuring 00 Hectare, 20 Ares, bearing Survey No. 44A/11/1/B/1/3 to and in favor of KUNAL HOUSING, a registered Partnership Firm, through its Partners, Shri Hemendra Dabhyabhai Shah and 2) Shri. Ramesh Giridhar Shah.

4. That the persons namely, S/Shri. 1) Rajendra Shantikant Bodke 2) Mr. Uhas Shantikant Bodke and 3) Mrs. Suvama Gulab Burde, instituted Regular Civil Suit bearing no. 1837/2006, in The Court of Civil Judge, Jr. Division, Pune, for Partition, Declaration and Permanent Injunction against 1) Mr. Vilas Kushaba Raskar 2) Mrs. Kanta Vilas Raskar 3) Mr. Yogesh Vilas Raskar 4) Mrs. Snehal Vilas Raskar and 5) M/s Kunal Housing through its Partners, Mr. Hemendra Dabhyabhai Shah and Ramesh Giridharas Shah, in respect of the above said property.

5. That the above said Civil Suit no.1837/2006 was decreed, on 10/06/2015 with cost and it was declared that the Plaintiffs have 1/2 share in the suit land, which is devolved upon them through their mother Kanti Shantikant Bodke. It was further declared that the above said Agreement of Sale, dated- 12/09/2005, executed in favour of Defendant no.5, Kunal Housing, is illegal and not binding upon the Plaintiffs. 4) The Collector, Pune, was directed to effect 'Partition of the suit land, by metes and bounds and the Plaintiffs be put in separate possession of their 1/2 share in the suit land.

6. That the above said M/S. KUNAL HOUSING, a Partnership Firm, through its Partner, Shri Hemendra Dattayabhai Shah, also instituted a Spl. Civil Suit no. 927/2010 for Specific Performance in 'The Court of Civil Judge - Senior Division, Pune at Pune, against the heirs of Late Kushaba Dhanuliba Raskar, namely, 1) Mr. Vilas Kushaba Raskar 2) Mrs. Kanta Vilas Raskar 3) Mr. Yogesh Vilas Raskar 4) Miss Snehal Vilas Raskar 5) Shri Rajendra Shashikant Bodke 6) Shri Ullhas Shashikant Bodke and 7) Mrs. Suvarna Gulab Bunde, in respect of the said land, bearing Survey No. 44A/11/1/B/1/3. The matter is amicably settled out of the Court by and between the parties therein and therefore, the said suit is withdrawn by filing the purnis and based on it, the Court has disposed off the matter by an order dated - 08/02/2020.

7. That the above said Shri. Vilas Kushaba Raskar and others, intended to prefer Civil Appeal, against the Judgement and Order, passed by the above said Court, in Civil Suit no. 1837/2006 on 10/06/2015. However, there was a delay of 8 days in preferring the Civil Appeal and therefore, the said Shri. Vilas Kushaba Raskar and others, preferred a Misc. Civil Application numbered as 672/2015, in the Court of District Judge, Pune at Pune. The matter is amicably settled out of the Court by and between the parties therein and therefore, the said Misc. Civil application is withdrawn by filing the purnis and based on it, the Court has disposed off the matter by an order dated - 13/02/2020.

8. That the above said M/s. Kunal Housing, a registered Partnership Firm, Pune, had also preferred Civil Appeal, against the Judgement and Order, passed by the above said Court, in Civil Suit no. 1837/2006 on 10/06/2015, in the Court of District Judge, Pune at Pune. The said Civil Appeal was numbered as 447/2015. The matter is amicably settled out of the Court by and between the parties therein and therefore, the Civil Appeal is withdrawn by filing the purnis and based on it, the Court has disposed off the matter by an order dated - 13/03/2020.

9. That the Mutation Entry No. 8220 duly certifies indicates that as per the order of Tahasildar, Pune City, vide its Order Ref.no. RTS/7/12/SANGANA/1438/04, Pune, dated-21.10.2004, wrongly recorded sub divisions of 7/12 extracts were rectified and new Hissa Numbers were formed, as follows :-

OLD SURVEY NOS.	NEW SURVEY NO.
i) 44A/11/1/B/1/2.	44 A/11D.
ii) 44A/11/1/B/1/3.	44 A/11E.
iii) 44A/11B/1/B/3.	44 A/11F.

10. That the Pune Municipal Corporation, Pune, vide its Ref. No. DPO/2019, dated - 23/08/2019, issued Zone Certificate, in respect of the property, Survey no. 44A, Mundhwa. By the said Zone Certificate, part of an area, is shown to be in Residential Zone and part of an area, is shown to have been affected by 24 mtr. and 36 mtr. road.

11. That the above said Owners i) Shri Vilas Kishaba Raskar for self and Katta of his HUF ii) Mrs. Kanta Vilas Raskar iii) Yogesh Vilas Raskar iv) Mrs. Ujjwala Yogesh Raskar for self and M/G of minors Kum Sairoj and Yashraj v) Sochal Vilas Raskar (name before marriage) alias Snehal Nita Bhosale (name after marriage) vi) Mrs. Reshma Altaf Sayyad (name after marriage) alias Reshma Vilas Raskar (name before marriage) with the consent of i) M/s KUNAL HOUSING a Partnership Firm through Partners, IA) Mr. Hemendra Dabhyabini Shah IB) Mr. Ramesh Giridharadas Shah 2) Late Mrs. Karnal Shashikant Bodake and Late Uthas Shashikant Bodake through legal heirs 2A) Smt Smita Uthas Bodake for self and M/G of minor Om 2B) Sayali Uthas Bodake 3) legal heirs of late Rajendra Shashikant Bodake 3A) Smt Bhagyashree Rajendra Bodake 3B) Mayuresh Rajendra Bodake 3C) Shivani Rajendra Bodake 4) Mrs. Suvama Gulab Burade (name after marriage) alias Suvama Shashikant Bodake (name before marriage) 4) have sold, transferred and conveyed a separated area, admeasuring 00 Hectare, 08 Acre, from and out of the Land, bearing Survey No. 44A/11E (old Survey no. 44A/11/B/1/3) (CTS no. 1970) totally admeasuring 00 Hectare, 20 Acre, to and in favor of the said Promoter, Builder and the Developer, PAWAR BUILDCON AND COMPANY, Pune, a registered Partnership Firm, by virtue of a Sale Deed along with a Power of Attorney, both dated- 09.10.2019, registered in the office of Sub Registrar, Haveli No. 10, (Pune), under sr. no. 23389/2019 and 23390/2019 respectively.

12. That in pursuance of above said Sale Deed, dated- 09.10.2019, the above said Owners, also executed Harnipatra / Indemnity Bond, dated- 09.10.19, registered at the Office of the Sub Registrar, Haveli No.10, (Pune), sr. no. 23391/2019, to and in favour of the said Promoter, Builder and the Developer, PAWAR BUILDCON AND COMPANY, a registered Partnership Firm.

13. That the above said Owners, 1) Late Mrs. Karnal Shashikant Bodake and Late Uthas Shashikant Bodake through their legal heirs, IA) Smt Smita Uthas Bodake for self and M/G of minor Om IB) Sayali Uthas Bodake 2) legal heirs of late Rajendra Shashikant Bodake 2A) Smt Bhagyashree Rajendra Bodake 2B) Mayuresh Rajendra Bodake 2C) Shivani Rajendra Bodake 3) Mrs. Suvama Gulab Burade (name after marriage) alias Suvama Shashikant Bodake (name before marriage) with the consent

of 1) Mr. Vjay Dhondiba Gaikwad 2) Mr. Arun Dhondiba Gaikwad 3) Mr. Pramod Laxman Zagade 4) Mrs. Triveni Vilas Kodre 5) Shri Vilas Kushaba Raskar 5A) Mrs. Kanta Vilas Raskar 5B) Yogesh Vilas Raskar 5C) Mrs. Ujjwala Yogesh Raskar (for self and M/G of Sairaj & Yashraj) 5D) Snehal Vilas Raskar (name before marriage alias Snehal Nitin Bhanale (name after marriage) 5E) Mrs. Reshmi Altif Sayyad (name after marriage) Reshmi Vilas Raskar (name before marriage) and 6) M/s KUNAL HOUSING a registered Partnership Firm, through partners 6A) Mr. Hemendra Dabhyabhai Shah 6B) Mr. Ramesh Giridharadas Shah, have entrusted, assigned and transferred development rights in respect of their separated area, admeasuring 00 Hectare, 10 Area, from and out of the entire Land, bearing Survey No. 44A/11E (Old Survey No. 44A/11/B/1/3), (CTS No. 1970), to and in favour of the said Promoter, Builder and the Developer, PAWAR BUILDCON AND COMPANY, Pune, a registered Partnership Firm, by virtue of a Development Agreement along with the Power of Attorney, both dated-09.10.2019, registered in the office of Sub Registrar, Haveli No. 10, (Pune), under sr. no. 23396/2019 and 23397/2019 respectively on the terms and conditions mentioned therein.

14. That in pursuance of above said Development Agreement, dated-09.10.2019, the above said Owners, also executed Hamipatra/ Indemnity Bond, dated -09.10.19, registered at the Office of the Sub Registrar, Haveli No.10, (Pune), under sr. no. 23398/2019 to and in favour of the said Promoter, Builder and the Developer, PAWAR BUILDCON AND COMPANY, Pune, a registered Partnership Firm.

15. That the above said Owners i) Shri Vilas Kushaba Raskar ii) Mrs. Kanta Vilas Raskar iii) Yogesh Vilas Raskar iv) Snehal Vilas Raskar (name before marriage alias Snehal Nitin Bhanale (name after marriage) with the consent of Late Mrs. Kamal Shashikant Bodake through her legal heirs 1) Mrs Smita Ulhas Bodake for self and M/G of minor children Kum Sayala and Kum Om 2) legal heirs of late Rajendra Shashikant Bodake 2A) Smt Bhagyashree Rajendra Bodake 2B) Mayuresh Rajendra Bodake 2C) Shivani Rajendra Bodake 3) Mrs. Savarna Gulab Burade (name after marriage) alias Savarna Shashikant Bodake (name before marriage) 4) M/s KUNAL HOUSING a registered Partnership Firm through its Partners, 4A) Mr. Hemendra Dabhyabhai Shah 4B) Mr. Ramesh Giridharadas Shah, have entrusted, assigned and transferred development rights in respect of a separated area, admeasuring 00 Hectare, 02 Area, from and out of the entire Land, bearing Survey No. 44A/11E (CTS No. 1970), to and in favour of the said Promoter, Builder and the Developer, PAWAR BUILDCON AND COMPANY, Pune, a registered Partnership Firm, by virtue of a Development Agreement along with the Power

of Attorney, both dated-09.10.2019, registered in the office of Sub Registrar, Haveli No. 10,(Pune), under sr. no. 23403/2019 and 23404/2019, respectively on the terms and conditions mentioned therein.

16. That in pursuance of above said Development Agreement, dated 09.10.2019, the above said Owners, i) Shri Vilas Kshaba Raskar ii) Mrs. Kanta Vilas Raskar iii) Yogesh Vilas Raskar iv) Snehal Vilas Raskar (name before marriage alias Snehal Nitin Bhosale (name after marriage) with the consent of Late Mrs. Kamal Shashikant Bodake through her legal heirs i) Mrs Smita Ulhas Bodake for self and M/G of minor children Kum Soyala and Kum Om 2) legal heirs of late Rajendra Shashikant Bodake 2A) Smt Bhagyashree Rajendra Bodake 2B) Mayuresh Rajendra Bodake 2C) Shivani Rajendra Bodake 3) Mrs. Suvarna Gulab Burade (name after marriage) alias Suvarna Shashikant Bodake (name before marriage) 4) M/s KUNAL HOUSING a partnership firm through partners 4A) Mr. Hemendra Dshyabhai Shah 4B) Mr. Ramesh Giridhardas Shah, also executed Hamipatra/Indemnity Bond, dated- 09.10.19, registered in the Office of the Sub Registrar, Haveli No.10,(Pune), under sr. no. 23405/2019 to and in favor of the Promoter, Builder and the Developer, PAWAR BUILDCON AND COMPANY, Pune, a registered Partnership Firm.

AS REGARDS. CTS NO.1970. (PART). (SURVEY NO. 44A/11F (OLD CORRESPONDING SURVEY NO. 44A/11B/1B/3) PART. AREA. ADMEASURING 2000 SQUARE FEET, I.E. 185.80 SQ.MTRS.

1. One Shri. Vinayak Shankar Talwalkar, who was the owner of the above said land, by virtue of a Sale Deed, dated-17/05/1985, registered under Sr.No. 4228/1986 on 21/04/1986, in the Office of the Sub Registrar, Haveli no.1, (Pune), sold an area, adm. 00 Hectare, 60 Area, to one Shri. Kisan Bhivba Raskar. Based on the above said registered Sale Deed, an effect was given to the record of rights of the said property, vide mutation entry no. 4015.

2. That the mutation entry no. 4134, indicates that the above said Shri. Kisan Bhivba Raskar, had preferred an application, dated 10/01/1988, to the Tahsildar, Taluka - Pune, to have separate 7/12 extract of the land, adm. 00 Hectare, 60 Area, purchased by him. After enquiry, the Tahsildar, Taluka Pune, vide his Order Ref.No. 1562/1988, dated - 01/08/1991, ordered for separation of the 7/12 extract of the said area, adm. 60 Area, as Survey no. 44/11/1B/2.

3. That the Mutation entry no. 4912, indicates that thereafter, as per the Order Ref. No. SR/2/95, dated - 24/25/04/1995, duly passed under Sec. 85 of the Maharashtra Land Revenue Code, 1966, by the Tahsildar, Taluka-Pune City, the Tahsildar, has consented for the partition of the said land, as follows, amongst family of the said Shri. Kisan Bhivba Raskar,

PARTICULARS OF PARTITION :

SR.NO	AREA H.R.	NAME OF THE ALLOTTEE
1	00.12,	SHRI. KISAN BHIVBA RASKAR,
2	00.12,	SHRI. KIRAN KISAN RASKAR,
3	00.12,	SHRI. RAJENDRA KISAN RASKAR,
4	00.12,	SHRI. ARUN KISAN RASKAR,
5	00.12,	SHRI. UDAY KISAN RASKAR,

4. That the mutation entry no. 5663, indicates that one of the above said Owners, Shri. Kisan Bhivba Raskar, expired intestate on 07/07/1006, leaving behind him, the above said four sons, namely, Kiran, Rajendra, Arun and Uday Kisan Raskar. The area, adm. 12 Ares, left behind by him, was recorded in the names of his above said four sons, being heirs.

5. That the mutation entry no. 8220 indicates that as per the Order of the Tahsildar, Taluka Haveli, vide Ref. no. RTS/7/12/COMP/1438/04, dated - 21/10/2004, the wrongly recorded Survey number of the said land, due to some technical reasons, got corrected as Survey no.44/11F.

6. That thereafter the above said Owners, Kiran, Rajendra, Arun and Uday Kisan Raskar, jointly, agreed to sell the said land, Survey no. 44/11F, totally admeasuring 00 Hectare, 60 Ares, to KUNAL HOUSING, Pune, a registered Partnership Firm, by virtue of an Agreement to sell (Sathekhat), dated - 15/06/2005, registered under Sr. No. 3645/2005, in the Office of the Sub Registrar, Haveli no. 6(Pune).

7. That the mutation entry no. 9474, indicates that pursuant to the above said registered Agreement to sell, the above said Owners, Kiran, Rajendra, Arun and Uday Kisan Raskar, jointly, sold the said land, Survey no. 44/11F, totally admeasuring 00 Hectare, 60 Ares, to KUNAL HOUSING, Pune, a registered Partnership Firm, by virtue of a Sale Deed, dated - 26/12/2007, registered under Sr. No. 10119/2007, in the Office of the Sub Registrar, Haveli no. 6 (Pune).

8. That thereafter by virtue of a Sale Deed, dated - 29/03/2010, registered under Sr. No. 3014/2010, in the Office of the Sub Registrar, Haveli no.19(Pune), the above said KUNAL HOUSING, Pune, sold a separated area, admeasuring 00 Hectare, 18.58 Ares, from and out of the said Land, Survey no. 44/11F, totally adm. 00 Hectare, 60 Ares, to one Shri. Kishor Namdeoao Kanchi.

9. That pursuant to the above said Sale Deed, a Deed of Correction, was executed on 12/07/2016, duly registered under Sr. no.4812/2016, in the office of the Sub Registrar, Haveli no. 1, (Pune), by which 20 feet, width road, given to Shri. Kanchi, was cancelled and another 30 feet wide road, was provided to him, as an easementary right.

10. That the mutation entry no.13646 indicates that thereafter by virtue of a Sale Deed, dated - 26/07/2016, registered under Sr. No. 5214/2016, in the Office of the Sub Registrar, Haveli no.1(Pune), the above said KUNAL HOUSING, Pune, sold a separated area, admeasuring 3002 sq. feet, (as Private Plot no.1), from and out of the said Land, Survey no. 44/11F, totally adm. 00 Hectare, 60 Ares, to one Shri. Sangram Dnyaneshwar Gaikwad.

11. That thereafter by virtue of a Sale Deed, dated - 18/04/2018, registered under Sr. No. 3004/2018, in the Office of the Sub Registrar, Haveli no.6 (Pune), the above said Shri. Sangram Dnyaneshwar Gaikwad, sold a separated area, admeasuring 2502 sq.ft. from and out of the larger area, adm. 3002 sq. feet, (Private Plot no.1), from and out of the said Land, Survey no. 44/11F, to one Mrs. Dhanashri Annasabeb Tapare, Mrs. Sonal Shivkant Khose and Mrs. Shobha Pralhad Satpute.

12. That thereafter by virtue of a Sale Deed, dated - 05/03/2019, registered under Sr. No. 2345/2019, in the Office of the Sub Registrar, Haveli no.6 (Pune), one of the above said Owners, Mrs. Shobha Pralhad Satpute, sold her area, admeasuring 834 sq.ft. from and out of the larger area, adm.2502 sq. feet, (Private Plot no.1), from and out of the said Land, Survey no. 44/11F, to the above said Mrs. Dhanashri Annasabeb Tapare, (167 sq.ft.) Mrs. Sonal Shivkant Khose, (167sq.ft.), Shri. Sangram Dnyaneshwar Gaikwad and Shri. Yogesh Gaikwad jointly 500 sq.ft.).

13. That thereafter pursuant to the above said Sale Deed, dated - 05/03/2019, the above said Mrs. Shobha Pralhad Satpute, executed a Deed of Correction, dated -21/05/2019 registered under Sr. No. 5338/2019, in the Office of the Sub Registrar, Haveli no.6 (Pune), to and in favour of the above said Mrs. Dhanashri Annasaheb Tapare, Mrs. Sonal Shivkant Khose, Shri. Sangram Dnyaneshwar Galkwad and Shri. Yogesh Galkwad.

14. That thereafter the above said Owners, i) Mrs. Dhanashri Annasaheb Tapare and Mrs. Sonal Shivshant Khose, have entrusted, assigned, transferred development rights in respect of their separated area, admeasuring 2000 Sq.foot (i.e. 185.80 sq.mtrs.), from and out of the Land, bearing Survey No. 44A/11E (CTS No. 1970), totally admeasuring 00 Hectare, 60 Acre, to and in favour of PAWAR BUILDCON AND COMPANY, a registered Partnership Firm, registered under Indian Partnership Act, 1932, represented through its Partners, i) Shri. Gornakhnath Dhondiba Pawar and ii) Shri. Shiva S. Teerth, the Promoter, Builder and the Developer, by virtue of a Development Agreement along with a Power of Attorney, both dated - 15.06.2020, registered in the office of Sub Registrar, Haveli No. 11,(Pune), under sr. nos. 5895/2020 and 5896/2020 respectively on the terms and conditions mentioned therein.

That to ascertain the objection, if any, public notices have also been published in Dally Prabhat Newspaper, dated-25/10/2018 and 26/12/2020 under my name. In this context, I would like to mention here that till date, I have not received any objection from any body in respect of the said property, during the said respective notice period.

As a part of the investigation of title, Revenue Record pertaining to the above said land for last thirty years.

I have inspected the photo copy of the documents mentioned hereinabove.

GENERAL :

a) It is represented to us by our clients that there is no pending litigation, proceedings, enquiry, etc. before any court of law, tribunal, etc. in respect of the said land and I have relied on the same and no separate search in the courts is not carried out.

b) The boundaries which are mentioned herein above are provided by the client to me.

c) The client has represented to me that presently there is no mortgage, charge, lien, attachments, claims, demands or other encumbrances on or against the above mentioned land as on the date of issuance of this Report.

d) This report is based on the review of the documents and Record of Rights as mentioned above made available for my perusal and also on the information furnished and representations made by the client.

e) For the purpose of this report, I have assumed the legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to me as photocopies.

Place,
Dated-30.09.2021,


(D. V. NANEKAR)
ADVOCATE

