

Land bearing Survey No.282/1B/2 admeasuring 40 Ares and the land bearing Survey No.282/1/A admeasuring 1 Hectare 2 Ares, totally admeasuring 142 Ares, i.e., 142000 sq.ft., i.e., 13197.2 sq.mtrs., both situated at Lohegaon, Taluka Haveli, District Pune.

- 1) Shri Tarachand Mahadu Khese
- 2) Shri Sudam Mahadu Khese
- 3) Shri Madhukar Mahadu Khese
- 4) Shri Somnath Mahadu Khese
- 5) Shri Kailas Mahadu Khese

VENDORS

Anand Mindspace LLP,
Represented by its
Authorized Partners
Mr. Devendra Bankatlal Rathi and
Mr. Manoj Ramdayal Asawa

DEVELOPER

SEARCH & TITLE REPORT

AS TO THE TITLE OF THE VENDORS AND DEVELOPER, IN RESPECT OF THE ABOVE SAID PROPERTIES :

I. DESCRIPTION OF PROPERTY :

All that piece or parcel of a ground or land, within Registration Sub-District Haveli, District Pune, and within the limits of Pune Municipal Corporation, bearing Survey No.282/1B/2 admeasuring 40 Ars and the land bearing Survey No.282/1/A admeasuring 1



Hectare 2 Ares, totally admeasuring 142 Ares, i.e., 142000, i.e., 13197.2 sq.mtrs., both situated at Lohegaon, Taluka Haveli, District Pune and the said property is bounded as follows, that it is to say:

On or towards the EAST	:	By Oxy Bonita Project
On or Towards SOUTH	:	B land owned by Sathe
On or towards the WEST	:	By land owned by Mr. Popat Giri
On or towards the NORTH	:	By 24 meter Development Plan Road

II. TITLE :

All that piece or parcel of a ground or land, within Registration Sub-District Haveli, District Pune, and within the limits of Pune Municipal Corporation, bearing Survey No.282/1B/2 admeasuring 40 Ares and the land bearing Survey No.282/1/A admeasuring 1 Hectare 02 Ares, both situated at Lohegaon, Taluka Haveli, District Pune were originally seized, owned and possessed by Shri Narayan Mahadu Khese. Shri Narayan Mahadu Khese died on 29th April, 1984, leaving behind son, viz., Mahadev alias Mahadu, 4 daughters, viz., Droupadabai Rambhau Khandve, Parvatibai Kashinath Thorat, Indubai Dnyanoba Khandve and Chabubai Vishwanath Kane, and widow, viz., Chandrabaga Narayan Khese. By mutation entry bearing No.17570, the name of Mahadev Narayan Khese was recorded in the ownership column and the names of other legal heirs were recorded in other rights column of the 7/12 extract, in respect of the said land, as well as various other lands.

Smt. Parubai Kashinath Thorat died on 5th April, 2006, leaving behind four sons, viz., Kailas, Dattatray, Ananda and Kisan, and

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two daughters, viz., Laxmibai Murlidhar Murkute and Tarabai Barikrao Khandve. One son of Smt. Parubai Kashinath Thorat, viz., Sayaji, predeceased her. By Mutation Entry bearing No.26004, all the legal heirs of Smt. Parubai Kashinath Thorat were mutated on the 7/12 extract, in respect of the said land.

Smt. Droupadabai Rambhau Khandve also died on 13th February, 2001, leaving behind three sons, viz., Baban, Dattatray and Ganpat, five daughters, viz., Kamlabai Raghunath Moze, Janabai Popat Gawade, Venubai Bhagwan Palve, Suman Rajaram Awale and Pushpa Popat Ghate. Accordingly, by Mutation Entry No.26007, the names of the aforesaid legal heirs were recorded on the 7/12 extract, in respect of the aforesaid land.

Smt. Chandrabaga Narayan Khese also died, leaving behind son, viz., Mahadev alias Mahadu, 4 daughters, viz., Droupadabai Rambhau Khandve, Parvatibai Kashinath Thorat, Indubai Dnyanoba Khandve and Chabubai Vishwanath Kane. It has been informed by the Vendor that Smt. Chabubai Vishwanath Kane also died and her name is deleted from the 7/12 Extract, in respect of the said land.

In the year 2007, the legal heirs and representatives of Smt. Droupadabai Rambhau Khandve, Parvatibai Kashinath Thorat and Smt. Chandrabaga Narayan Khese, viz., (1) Shri Baban Rambhau Khandve, (2) Dattatray Rambhau Khandve, (3) Ganpat Rambhau Khandve, (4) Sagar Gulab Khandve, (5) Sangram Gulab Khandve, (6) Sheetal Gulab Khandve, (7) Champabai Gulab Khandve, (8) Vidya Sagar Kadam, (9) Kamlabai Raghunath Moze, (10) Janabai Popat Gawade, (11) Venubai Bhagwan Palve, (12) Suman Rajaram Awale, (13) Pushpa Popat Ghate, (14) Dasharat Appaji Kate, (15) Chandrakant Dashrat Kate, (16) Sopan Dashrat Kate, (17) Hanuman Dashrat Kate, (18) Nandabai Sambhaji Satav, (19) Kailash Kashinath Thorat, (20) Dattatraya Kashinath Thorat, (21) Ananda Kashinath Thorat, (22) Kishan Kashinath Thorat, (23) Nandkumar Sayaji Thorat, (24) Janabai Sayaji Thorat, (25) Sushila

(Signature)

Sayaji Thorat, (26) Laxmi Murlidhar Murkute, (27) Taibai Barikrao Khandve, (28) Indubai Dnyanoba Khadnve and (29) Smt. Chababai Vishwanath Thange, relinquished, surrendered all their right, title and interest, in respect of the land bearing Survey No.282/1A, 282/1B and various other properties, in favour of Shri Mahadev Narayan Khese. The said Release Deed is duly registered with the Office of Sub-Registrar of Haveli at Serial No.4848/07 on his Book No.1. Accordingly, by Mutation Entry bearing No.26006, the effect has been given to the said Release Deed on the 7/12 extract.

Shri Mahadev Narayan Khese died on 20th May, 2012, leaving behind five sons, viz., Tarachand, Sudam, Madhukar, Somnath and Kailas, and daughter, viz., Yojana, and widow, viz., Laxmibai, as his only legal heirs and representatives. By Mutation Entry bearing No.41471, the names of the legal heirs and representatives of Shri Mahadev Narayan Khese were mutated on the 7/12 extract, in respect of the aforesaid lands. Later on, the widow of Shri Mahadev Narayan Khese, viz., Laxmibai, and daughter, viz., Yojana Mahadu Khese, relinquished, surrendered or otherwise released their undivided share or right, title or interest in the aforesaid two lands in favour of the VENDORS, by executing Release Deed dated 27/07/2021 registered with the Office of Sub-Registrar of Havei No.17 at Serial No. 7773/21. Smt. Laxmibai Mahadev Khese also died on 19th March, 2021. Accordingly, her name is deleted from the 7/12 extract, in respect of the said land by Mutation Entry No.51757.

Thus, the Vendors herein are seized, owned and possessed the aforesaid lands as the absolute owners and they have every legal right to use, enjoy or develop the same.

By Development Agreement and Power of Attorney both dated 27th July, 2021, the Vendors, with the consent of other family members, granted development rights, in respect of the said property, in favour of the Developer herein. The said documents are duly

registered with the Office of Sub-Registrar of Havei No.17 at Serial No.7775 and 7776 of his Book No.1. As per the said Development Agreement, the Developers agreed to provide constructed area from the buildings to be constructed over the said property in the form of various tenements/units, which shall include residential as well as commercial towards consideration for grant of development rights to the Vendors. In addition to that, the Developers has paid a sum of Rs.1,00,00,000/- to the Vendors towards interest free security deposit.

From the perusal of the documents, it reveal that the Developer is entitled to develop the said property, in pursuance of the Development Agreement and Power of Attorney executed by the Vendors herein, by obtaining necessary permissions and sanctions from the Competent Authority. Moreover, the Developer is entitled to sell, transfer and convey the tenements from the buildings to be constructed over the said property to the prospective purchasers and appropriate the sale proceeds thereof, except the tenements to be allotted tot eh original owners, i.e., the Vendors herein. Moreover, before sale and transfer of the tenements, the Developer shall be entitled to enter into supplementary Agreement with the owners regarding the allotment of tenements falling to their share and also required to register the Project with the RERA Authority. The Developer shall also require to obtain Environment Clearance Certificate for the development of the said property from the Appropriate Authority.

III. **ENCUMBRANCES** : I have not come across any charge or encumbrance, such as mortgage, lease, lean etc., over the aforesaid property during my investigation and the said property is free from encumbrances (Lohegaon Canara Bank charge).

IV. **DOCUMENTS** :

1) 7/12 Extract in respect of land bearing Survey No.282/1A



- 2) 7/12 Extract in respect of land bearing Survey No.282/1B/2
- 3) Mutation Entry No.3773, 3850, 3857, 4216, 4361, 4561, 5050, 9503, 10570, 26003, 26004, 26005, 26006, 43305, 41471, 4728
- 4) Release Deed dated 27/07/2021 executed by Yojana Mahadu Khese.
- 5) Development Agreement dated 27th July, 2021
- 6) Power of Attorney dated 27th July, 2021
- 7) Zone Certificate dated 20th January 2021
- 8) Public Notice dated 25th August 2020
- 9) Search Receipt dated 11.5.2022

V. **ASSESSMENT** : The non-agricultural tax is required to be paid to the State Government, in respect of the said property every year by the Vendors.

VI. **PUBLIC NOTICE** : Advocate Nitin B. Jadhav has issued a Notice in daily Newspaper Prabhat on 25.8.2020, calling objections from the public at large, regarding the title of the Vendors, as well as the development rights of the Developer, in respect of the said property. However, he did not receive any objection, in response to the same.

VII. **POSSESSION** : Land bearing Survey No.282/1B/2 admeasuring 40 Ares and the land bearing Survey No.282/1/A admeasuring 1 Hectare 2 Ares, totally admeasuring 142 Ares, i.e., 142000, i.e., 13197.2 sq.mtrs., both situated at Lohegaon, Taluka Haveli, District Pune are in possession of the Vendors.

VIII. **REMARKS** : I have taken the search with the office of Sub-Registrar of Assurances from the period from 1992 till 2022 with the assistance of Advocate Vikas Shelke, by paying applicable fees. However, I have not found any adverse entry to the title of the Vendor herein.



IX. OPINION :

- a) Land bearing Survey No.282/1B/2 admeasuring 40 Ars and the land bearing Survey No.282/1/A admeasuring 1 Hectare 2 Ares, totally admeasuring 142 Ares, i.e., 142000, i.e., 13197.2 sq.mtrs., both situated at Lohegaon, Taluka Haveli, District Pune are owned by the Vendors.
- b) The Vendors are having good, clean and clear title over the said area.
- c) The Developer is entitled to develop the said property, by obtaining necessary permissions/sanctions from the Appropriate Authority and also entitled to sell the tenements to the prospective purchasers from the said Project and appropriate the sale proceeds thereof, except the constructed area retained by the Vendors under the said Development Agreement.

Pune,
Dated : 12.5.2022


(AJAY GADEGAONKAR)
ADVOCATE



