

FURTHER SEARCH AND TITLE REPORT

At the instance of NEO PHARMA PRIVATE LIMITED (before merger, M/s. ASTRUM DEVELOPERS PRIVATE LIMITED) having its office at -101 Kalpataru Synergy, Opp. Hotel Grand Hyatt, Santacruz (East), Mumbai-400055 and Local Office at Office No.603 & 604, Sixth Floor, Mayfair Tower I, Wakadewadi, Shivajinagar, Pune- 411005, I have caused and investigated into the title in respect of all that piece and parcel of land, bearing Survey No.12, admeasuring 06 Hectors, 34 Acres, and Potkharaba, admeasuring 00 Hectors, 49 Acres, aggregating a total area, admeasuring 06 Hectors, 83 Acres i.e.68300 sq.mtrs, assessed at Rs. 13.75 , situated at village Baner, Taluka Haveli, District- Pune, within the local limits of Pune Municipal Corporation and within the jurisdiction of Sub Registrar,Haveli(Pune, and hereinafter for the sake brevity referred to as "said land"),for a further period till date after 10/07/2017.

I have already issued detailed Search and Title Report, on 10/07/2017, in respect of the said property for the last 30 years. This Report is issued pursuant to the above said Report. Therefore, the contents of this Report be treated to be a part and parcel of the earlier detailed Report, dated -10/07/2017.

I have conducted search in the office of Sub-Registrars, Haveli, (Pune) vide Search Receipt No. GRN-MH 000051314201819E, dated -03/04/2018, (original receipt is attached to this Report forming part of it)and I have not come across any other entries except the entries as mentioned herein below which will adversely affect the title of the owners over the said land.

By mutation entry No.21502, it recorded that as per the letter of Dy.Commissioner (Property Management), bearing No.106] dated- 24/11/2017 and registered Transfer Deed, dated 15/11/2017 (1) Babul Rustamkhan Pathan (2) Neo Pharma Private Limited (Earlier name Astrum Developers Private Limited through authorised signatory Jayant Chaganlal Oswal (3) Arun Narayan Patil (HUF) through Arun Narayan Patil (4) a) Usha Chandrakant Khanvilkar b) Prashant Chandrakant Khanvilkar (5) Prerana Pratul Shirke (6) Pooja Dilipkumar Shirole (7) a) Rahul Balkrushna Khole b) Prerana Rahul Khole (8) Sameer Ashok Dani (9) Amar Dattatray Belekar (10) Chandrakant Dattatray Belekar (11) Jaideep Madhukar Jathar (12) Dipti Dilipkumar Shirole (13) a) Maju Ajaykumar Mishra b) Ajaykumar Kartikprasad Mishra (14) Vandana Vijay Kulkarni (15) a) Mohan Shrikrushna Sali b) Amar Dattatray Belekar (16) Meeanakumar Mehbubani (17) Malti Madhukar Darvatkar (18) a) Malcolm Arlentile Mills b) Shahikala Malkan Khanna (19) Neelam Shiv Vasudev (20) Rani Chandru Matai (21) Ashok Ramchandra Dube (22) Shivaji Umaji Gavade (23) a) Rekha Ram Zhavare b) Vrushali Ram Zhavare (24) Pushpa Amarchand Chabria (25) Amarchand Dailatram Chabria (26) B.Rajan APK Rajan Kashinath Bhende (27) a) Sharad Gulabrao

Pawar b) Madhuri Rajan Bhende (28) a) Kolannod Subramanyam Raghunath b) Suman Sundaresh (29) a) Suresh Balkrushna Gujrathi b) Sandeep Suresh Gujrathi c) Sangeeta Ranjeet Shah d) Sunita Anamath Gujrathi (30) a) Suresh Balkrushna Gujrathi b) Sangita Ranjeet Shah c) Raject Bipinbhai Shah (31) a) Angha Shriram Sathe b) Devendra Shriram Sathe (32) a) Shreeram Ganesh Sathe b) Vishvesh Shreeram Sathe (33) a) Maju Amarlal Chugha b) Anita Amarlal Chugha (34) Sangeet Hiralal Oswal (35) Mahmood Abdul Samal Shah 3 to 35 through their Power of Attorney, Neo Pharma Private Limited. (Earlier name Astrum Developers Pvt.Ltd) through authorised signatory Jayant Chaganlal Oswal, have handover an area, adm.3169.77 sq.mtrs of 24 mtrs DP Road and an area adm.1411.74 sq.mtrs. of 18 mtrs DP Road total area, adm.4581.51 sq.mtrs.to Pune Municipal Corporation and accordingly the name of the Pune Municipal Corporation, has been incorporated in the record of rights of the said landed property, hearing Survey No.12. The said mutation entry is certified on 09/02/2018.

It appears that Pune Municipal Corporation, vide Commencement Certificate No.CC/3004/17 dated 12/02/2018 granted revised permission to construct multi storied building as per the Plans and Specifications submitted to Pune Municipal Corporation.

M/s. Neo Pharma Private Ltd., and others, by virtue of a Deed of Mortgage cum Charge, dated-14/02/2018,registered at Sr. No. 2738/2018, in the Office of the Sub Registrar, Haveli no. 10(Pune),mortgaged to and in favour of Aditya Birla Finance Limited , a Company incorporated under the Companies Act, 1956. and having its Registered Office at Indian Rayon Compound , Versava, Gujarat-362266 and Office at - 18th Floor, Tower One, One Indiabulls Centre, Sepnapati Bapat Marg, Lower Parel, Mumbai-400015,all that piece and parcel of property, admeasuring 60,914.99 sq.mtrs., (after excluding the area of 2907.27 sq mtrs., falling under 24 mtrs., DP Road and an ara of 1,411.74 sq.mtrs., falling under 18 mtrs., wide DP Road) out of an area of 65,234 sq.mtrs., . The above shall exclude Flats already sold by the Borrower and built up areas in the Form of Flats, Shops and Premises etc.,in the buildings together with Car Parking spaces, agreed to be given to Dr. Babul Rustomkhan Pathan, as per the Joint Development Agreement , dated 25th May, 2012 and Supplemental Joint Development Agreement , dated -03/07/2017.

Axis Bank, Corporate Banking Branch, 12. Mitral Tower, First Floor, A Wing, Nariman Point, Mumbai- 400 021, vide its Letter Ref. no. AXIS/CBB/NPPL/PN.2017-18/18267, dated-15/03/2018, issued to New Pharma Pvt.Ltd.,confirming therein that Credit facilities with them ,has been repaid in full on 08/03/2018,alongwith interest thereon and as on 15/03/2018, there are NO DUES outstanding towards the said facility. Except the above, there are no changes in my earlier detailed Search and Title Report, dated -10/07/2017.



SCHEDULE-I
(BEING DESCRIPTION OF LARGER PROPERTY),

All that piece and parcel of property, bearing Survey no.12, admeasuring 68,300 sq. mtrs., being lying and situate at Village Baner, Tal-Haveli, District-Pune, and within the local limits of Pune Municipal Corporation and within the jurisdiction of Sub Registrar, Haveli and bounded as follows:-

On or towards the East	:-	By property, Survey no. 7 and mountain,
On or towards the South	:-	By portion of the property, Survey no.13,
On or towards the West	:-	By Nalah.
On or towards the North	:-	By portion of the property, Survey nos. 9,10 and 11.

SCHEDULE-II
(BEING DESCRIPTION OF THE PROJECT PROEPRTY).

All that piece and parcel of property, admeasuring 58,294.99 sq.mtrs., plus area admeasuring about 964.5 sq.mtrs.,+1395 sq.mtrs., (after excluding an area of 3167.77 sq.mtrs., falling under 24 mtres., wide DP road and an area of 1,411.74 sq. mtrs., falling under 18 ntr.wide DP Road)out of an area of 65,234 sq.mtrs.,being part of the Larger Property described in SCHEDULE-I above and is bounded as follows:-

On or towards the East	:-	By property, Survey no. 7 and mountain,
On or towards the South	:-	By portion of the property, Survey no.13,
On or towards the West	:-	By Nalah,
On or towards the North	:-	By portion of the property, Survey nos. 9,10 and 11.

This is the Search and Title Report.
Pune,
Dated :- 21/05/2018

(DADASAHEB V. NANEKAR).
ADVOCATE,



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SEARCH AND TITLE REPORT

At the instance of NEO PHARMA PRIVATE LIMITED (before merger, M/s. ASTRUM DEVELOPERS PRIVATE LIMITED) having its office at -101 Kalpataru Synergy, Opp. Hotel Grand Hyatt, Santacruz (East), Mumbai-400055 and Local Office at Office No.603 & 604, Sixth Floor, Mayfair Tower 1, Wakadewadi, Shivajinagar, Pune- 411005, I have caused and investigated into the title in respect of all that piece and parcel of land, bearing Survey No.12, admeasuring 06 Hectors, 34 Ares, and Potkharaba, admeasuring 00 Hectors, 49 Ares, aggregating a total area, admeasuring 06 Hectors, 83 Ares i.e.68300 sq.mtrs, assessed at Rs. 13.75 , situated at village Baner, Taluka Haveli, District- Pune, within the local limits of Pune Municipal Corporation and within the jurisdiction of Sub Registrar,Haveli(Pune, and hereinafter for the sake brevity referred to as "said land").

I have conducted search in the office of Sub-Registrars, Haveli, (Pune) vide Search Receipt No. GRN-MH 003240111201718E,dated - 06/07/2017,(original receipt is attached to this Report forming part of it)and I have not come across any other entries except the entries as mentioned herein below which will adversely affect the title of the owners over the said land. However most of the record in the said offices was found to be in torn condition.

History of the title of the said Land :-

1. As per 7/12 extract for the year 1930 to 1934, the said land was originally owned by 1) Jogu Ranji Murkute, 2) Soma Mahadu Murkute, 3) Genu Ranu Murkute, 4) Shankar Maruti Murkute, 5) Savla Vilhu Murkute, 6) Sambhaji Sakharan Murkute, 7) Bhiva Pandu Murkute and 8) Maruti Kesu Murkute. As per M. E. No. 311 dated 19.11.1927 Maruti Hari Murkute expired in 1926 and name of Shankar Maruti Murkute recorded as HUF manager in revenue records. As per M. E. No. 340 dated 10.02.1929 Sakharan Tukaram Murkute expired on 06.12.1928 and the name of Sambhaji Sakharan Murkute through his guardian attyabai Manjula Komsawala Pavali recorded as HUF manager in revenue records. Further As per M. E. No. 368 dated 19.10.1929 Keshav Javaji Murkute expired on 01.08.1929 and the name of Maruti Keshav Murkute recorded as HUF manager in revenue records.
2. As per M. E. No. 673 dated 01.11.1936 said Bhima alias Bhiva Pandu Murkute expired on 08.06.1936 and the name of Bala Bhima Murkute recorded as HUF manager. Bala Bhima Murkute expired on 07.01.1987 leaving behind son Uttam Bala, two daughters Babhadabai Kundalik Waghare and Kamal Dattatray Kadu, and one brother Baburao Bhima Murkute. Daughters of Bala Bhima Murkute made an affidavit stating that they do not want any share in their father's property hence their names were removed from revenue record and Uttam Balu Murkute and Baburao Bhiva Murkute names were recorded for 1/2 shares each.
3. a) On 05.04.1937 Jogu Ranji Murkute expired and the name of Raghu Jogu Murkute recorded as HUF manager as per M. E. No. 676 dated 06.04.1937. As per M. E. No. 2043 dated 10.04.1981 Raghuji Jogu Murkute expired on 17.02.1981 leaving behind two

sons namely Mukund Raghujji and Baburao Raghujji, three daughters 1) Chandrabhagabai Haribhau Pinjan 2) Sunderabai Chintuba Chandere 3) Induabai Babanrao Himgude, it was further recorded that since daughters were not in possession of the property therefore their names were recorded in other rights column and names of sons were recorded in holders column. As per M. E. No. 2055 dated 22.06.1981 three sisters namely 1) Chandrabhagabai Haribhau Pinjan 2) Sunderabai Chintuba Chandere 3) Induabai Babanrao Himgude, made an application that their names are recorded in revenue record however their brothers have discharged their obligations (Choli-Bangadi) out of natural love and affection, hence their name were deleted from other rights column. As per M. E. No. 6315 dated 30.04.1994 one son Dnyaneshwar Mukundrao Murkute made an application that Mukundrao Raghujji Murkute expired on 22.08.1992 leaving behind three sons namely 1) Dnyaneshwar Mukundrao 2) Ganpat Mukundrao 3) Rajendra Mukundrao Murkute and three daughters namely 1) Arti Rajendra Satkar 2) Rekha Pandurang Vidhate 3) Aruna Hanumant Himgude and wife Radhabai Mukundrao Murkute. That as per M. E. No. 6316 dated 30.04.1994 the said three daughters namely 1) Arti Rajendra Satkar 2) Rekha Pandurang Vidhate 3) Aruna Hanumant Himgude released their rights as per Release Deed dated 28.05.1993 bearing registration No. 2525/1993 in favour of their brothers Dnyaneshwar, Ganpat and Rajendra, hence the names of Dnyaneshwar, Ganpat and Rajendra were recorded in revenue record.

b) Thereafter Vishnu Jugu Murkute filed an application stating that his elder brother (Raghu Jugu Murkute) name is recorded as HUF manager. He requested that his name be recorded for 1/2 share in that account and he may be given his share and accordingly as per M. E. No. 815, dated 09.05.1946 Vishnu Jugu Murkute's name was recorded in revenue record. On 28.08.1977 Vishnu Jugu Murkute, expired leaving behind two sons namely Ramdas and Laxman and four daughters namely 1) Bhagubai Baban Dhankude 2) Parubai Sahadev Amle 3) Subhadrabai Vishwanath Hajare 4) Saraswatibai Pandurang Angre and wife Tarabai. Name of Ramdas was recorded as HUF manager and the names of remaining son and wife recorded in other rights column accordingly mutation entry No. 1947 dated 19.11.1979 was passed to that effect. As per M. E. No. 2054 dated 22.06.1981 four sisters namely 1) Bhagubai Baban Dhankude 2) Parubai Sahadev Amle 3) Subhadrabai Vishwanath Hajare and 4) Saraswatibai Pandurang Angre made an application that their names are recorded in revenue record however their brothers have discharged their obligations (Choli-Bangadi) out of natural love and affection, hence their names were deleted from other rights column.

4. As per M. E. No. 698 dated 12.04.1938 Bapu Tukaram Murkute expired on 24.03.1938 leaving behind two sons namely Raghunath and Chillya and wife Mathubai, however, a remark was placed by the concerned Talathi stating that name of Bapu Tukaram Murkute does not appear on 7/12 extract and after taking statement, mutation was certified by the concerned revenue officer and accordingly names of Raghunath and Chillya Bapu Murkute, were recorded through natural guardian mother Mathubai. The said Raghunath Bapu Murkute expired on 24.12.1984 leaving behind three sons



namely 1) Bhagwan Raghunath 2) Shivaji Raghunath 3) Ram Raghunath, two daughters namely 1) Shashikala Tapkir 2) Sulochana Gunjal and wife Sitabai Raghunath Murkute. The names of sons were recorded in holders column and the names of the daughters were recorded in other rights column. Shivaji Raghunath Murkute also expired on 15.02.1987 leaving behind one son Baban Shivaji, daughter Namita Shivaji and wife Sanjiwani Shivaji, names of daughter and wife were recorded in other rights column and name of Baban Shivaji through his natural guardian mother was recorded in holder's column.

5. Early in 1940 Maruti Keshav Murkute expired leaving behind only son Dattu Maruti Murkute and wife Rahibai Maruti Murkute as per M. E. No. 732 dated 01.07.1941.
6. As per M. E. No. 2851 dated 12.1.1985 Dattatray Shankar Murkute made an application that his father Shankar Maruti Murkute expired on 01.06.1981 leaving behind him. Dattatray Shankar Murkute as only son and accordingly his name was recorded in revenue records. As per M. E. No. 2965 dated 13.06.1986 Shankarrao Maruti Murkute, expired on 01.06.1981 leaving behind him one son, namely Dattatray Shankar Murkute and two daughters 1) Babubai Baban Kate and 2) Anusaya Vittoha Barge. However, as per the remark of concerned village Talathi, name of Shankar Maruti Murkute is not recorded in revenue record hence the names of applicants can not be recorded.
7. M. E. No. 7215 dated 13.03.1996 came to be passed as per the order passed by Tahsildar, Haveli, bearing No. VATAP/SR/118/1995 dated 12.03.1996 name of Dattu Maruti Murkute, was recorded for H. 01-06 Ares. name of Gulab Bhiwa Murkute, was recorded for H. 01-06 Ares and Dasharath Uma Murkute, Ashok Uma Murkute, Rakhmabai Uma Murkute, Shobha Ashok Murkute for H. 01-06 Ares.
8. As per M. E. No. 1576 dated 15.07.1970, on enforcement of the Metric System as per the Enforcement Act 1958 and Indian Coinage Act 1955, land area appearing in Acres and Gunthas was converted into Hectares and Ares.
9. It further appears from revenue record that various family members from Pathan family purchased different plots of land from Murkute family and accordingly following mutation entries were passed and names of respective family members of Pathan family, were recorded in revenue record which are as under :

M. E. No.	Date	Particulars of transaction
7577	01.10.1996	Babul Rustomkhan Pathan purchased an area admeasuring 78 R on 19.08.1995 from 1) Jagannath Bapu Murkute 2) Kisan 3) Yashwant 4) Kashunath Jagannath Murkute 5) Sitabai 6) Bhagwan Raghunath Murkute 7) Sanjiwani Shivaji Murkute 8) Ram Raghunath Murkute 9) Shashikala Dnyaneshwar Tapkir 10) Sulochana Suryakant Gunjal with the consent of 1) Dattatray Shankar Murkute 2) Subhash 3) Suresh 4) Sharad



		5) Rajendra Dattatray Murkute No. 5 through POA holder No. 1 Ramdas Vishnu Murkute 6) Sunil Dattatray Murkute 7) Ramdas 8) Laxman Vishnu Murkute 9) Dnyaneshwar 10) Ganpat 11) Rajendra Mukund Murkute 12) Baburao Raghur Murkute 13) Sudam 14) Madhukar 15) Anil Baburao Murkute 16) Uttam Bala Murkute 17) Baburao Bhiva Murkute 18) Sudam Baburao Murkute 19) Dattu Maruti Murkute 20) Yashwant Dattu Murkute 21) Dasharath Umaji Murkute 22) Sanjay Dasharath Murkute 23) Vijay Dasharath Murkute 24) Shobha Ashok Murkute 25) Gulab Bhimaji Murkute.
7606	01.10.1996	Alhaf Yunuskhan Pathan purchased an area admeasuring 60 R on 19.08.1995 vide registered document bearing registration No. 707/1996 from 1) Dattatray Shankar Murkute 2) Subhash 3) Suresh 4) Sharad 5) Rajendra Dattatray Murkute 6) Sunil Dattatray Murkute with the consent of 1) Ramdas 2) Laxman Vishnu Murkute 3) Dnyaneshwar 4) Ganpat 5) Rajendra Mukund Murkute (through POA holder No. 5) Ramdas Vishnu Murkute 6) Baburao Raghur Murkute 7) Sudam 8) Madhukar 9) Anil Baburao Murkute 10) Uttam Bala Murkute 11) Baburao Bhiva Murkute 12) Sudam Baburao Murkute 13) Dattu Maruti Murkute 14) Yashwant Dattu Murkute 15) Dasharath Umaji Murkute 16) Sanjay Dasharath Murkute 17) Vijay Dasharath Murkute 18) Shobha Ashok Murkute 19) Gulab Bhimaji Murkute 20) Jagannath Bapu Murkute 20) Kisan 21) Yashwant 22) Kashinath Jagannath Murkute 23) Sitabai 24) Bhagwan Raghunath Murkute 25) Sanjiwani Shivaji Murkute 26) Ram Raghunath Murkute 27) Shashikala Dnyaneshwar Tapkir 28) Sulochana Suryakant Gunjal.
7607	01.10.1996	Dildar Rustomkhan Pathan purchased an area admeasuring 77.75 R on 12.09.1996 vide registered document bearing registration No. 6705/1996 from 1) Jagannath Bapu Murkute 2) Kisan 3) Yashwant 4) Kashinath Jagannath Murkute 5) Sitabai 6) Bhagwan Raghunath Murkute 7) Sanjiwani Shivaji Murkute 8) Ram Raghunath Murkute 9) Shashikala Dnyaneshwar Tapkir 10) Sulochana Suryakant Gunjal with the consent of 1) Dattatray Shankar Murkute 2) Subhash 3) Suresh 4) Sharad 5) Rajendra Dattatray Murkute No. 5 through POA holder No. 1 Ramdas Vishnu Murkute 6) Sunil Dattatray Murkute 7) Ramdas 8) Laxman Vishnu Murkute 9) Dnyaneshwar 10) Ganpat 11) Rajendra Mukund Murkute 12) Baburao Raghur Murkute 13) Sudam 14) Madhukar 15) Anil Baburao Murkute 16) Uttam Bala Murkute 17) Baburao

		Bhiva Murkute 18) Sudam Baburao Murkute 19) Dattu Maruti Murkute 20) Yashwant Dattu Murkute 21) Dasharath Umaji Murkute 22) Sanjay Dasharath Murkute 23) Vijay Dasharath Murkute 24) Shobha Ashok Murkute 25) Gulab Bhimaji Murkute.
7608	01.10.1996	Meenaj Yunuskhan Pathan purchased an area admeasuring 77.75 R on 19.08.1995 vide registered document bearing registration No. 7279/1995 from 1) Ramdas 2) Laxman Vishnu Murkute 3) Dnyaneshwar 4) Ganpat 5) Rajendra Mukund Murkute 6) Baburao Raghu Murkute 7) Sudam 8) Madhukar 9) Anil Baburao Murkute with the consent of 1) Uttam Bala Murkute 2) Baburao Bhiva Murkute 3) Sudam Baburao Murkute 4) Dattu Maruti Murkute 5) Yashwant Dattu Murkute 6) Dasharath Umaji Murkute 7) Sanjay Dasharath Murkute 8) Vijay Dasharath Murkute 9) Shobha Ashok Murkute 10) Gulab Bhimaji Murkute 11) Dattatray Shankar Murkute 12) Subhash 13) Suresh 14) Sharad 15) Rajendra Dattatray Murkute 16) Sunil Dattatray Murkute No.15 through POA holder Ramdas Vishnu Murkute 17) Jagannath Bapu Murkute 18) Kisan 19) Yashwant 20) Kashinath Jagannath Murkute 21) Sitabai 22) Bhagwan Raghunath Murkute 23) Sanjiwani Shivaji Murkute 24) Ram Raghunath Murkute 25) Shashikala Dnyaneshwar Tapkir 26) Sulochana Suryakant Gunjal.
7609	01.10.1996	Salim Dildar Pathan purchased an area admeasuring 78 R on 19.08.1995 from 1) Ramdas 2) Laxman Vishnu Murkute 3) Dnyaneshwar 4) Ganpat 5) Rajendra Mukund Murkute 6) Baburao Raghu Murkute 7) Sudam 8) Madhukar 9) Anil Baburao Murkute with the consent of 1) Uttam Bala Murkute 2) Baburao Bhiva Murkute 3) Sudam Baburao Murkute 4) Dattu Maruti Murkute 5) Yashwant Dattu Murkute 6) Dasharath Umaji Murkute 7) Sanjay Dasharath Murkute 8) Vijay Dasharath Murkute 9) Shobha Ashok Murkute 10) Gulab Bhimaji Murkute 11) Dattatray Shankar Murkute 12) Subhash 13) Suresh 14) Sharad 15) Rajendra Dattatray Murkute 16) Sunil Dattatray Murkute No.15 through POA holder Ramdas Vishnu Murkute 17) Jagannath Bapu Murkute 18) Kisan 19) Yashwant 20) Kashinath Jagannath Murkute 21) Sitabai 22) Bhagwan Raghunath Murkute 23) Sanjiwani Shivaji Murkute 24) Ram Raghunath Murkute 25) Shashikala Dnyaneshwar Tapkir 26) Sulochana Suryakant Gunjal.
7610	01.10.1996	Harun Ibrahim Shaikh purchased an area admeasuring 77.75 R on 19.05.1995 vide registered document bearing registration No.



		6710/1996 from 1) Uttam Bala Murkute 2) Baburao Bhiva Murkute 3) Sudam Baburao Murkute with the consent of 1) Dattu Maruti Murkute 2) Yashwant Dattu Murkute 3) Dasharath Umaji Murkute 4) Sanjay Dasharath Murkute 5) Vijay Dasharath Murkute 6) Shobha Ashok Murkute 7) Gulab Bhimaji Murkute 8) Ramdas 9) Laxman Vishnu Murkute 10) Dnyaneshwar 11) Ganpat 12) Rajendra Mukund Murkute 13) Baburao Raghur Murkute 14) Sudam 15) Madhukar 16) Anil Baburao Murkute 17) Dattatray Shankar Murkute 18) Subhash 19) Suresh 20) Sharad 21) Rajendra Dattatray Murkute 22) Sunil Dattatray Murkute No.21 through POA holder Ramdas Vishnu Murkute 23) Jagannath Bapu Murkute 24) Kisan 25) Yashwant 26) Kashinath Jagannath Murkute 27) Sitabai 28) Bhagwan Raghunath Murkute 29) Sanjiwani Shivaji Murkute 30) Ram Raghunath Murkute 31) Shashikala Dnyaneshwar Tapkir 32) Sulochana Suryakant Gunjal.
7611	01.10.1996	Usman Rustomkhan Pathan purchased an area admeasuring 78 R. on 12.09.1996 vide registered document bearing No. 6711/1996 from 1) Uttam Bala Murkute 2) Baburao Bhiva Murkute 3) Sudam Baburao Murkute with the consent of 1) Dattu Maruti Murkute 2) Yashwant Dattu Murkute 3) Dasharath Umaji Murkute 4) Sanjay Dasharath Murkute 5) Vijay Dasharath Murkute 6) Shobha Ashok Murkute 7) Gulab Bhimaji Murkute 8) Ramdas 9) Laxman Vishnu Murkute 10) Dnyaneshwar 11) Ganpat 12) Rajendra Mukund Murkute 13) Baburao Raghur Murkute 14) Sudam 15) Madhukar 16) Anil Baburao Murkute 17) Dattatray Shankar Murkute 18) Subhash 19) Suresh 20) Sharad 21) Rajendra Dattatray Murkute 22) Sunil Dattatray Murkute No.21 through POA holder Ramdas Vishnu Murkute 23) Jagannath Bapu Murkute 24) Kisan 25) Yashwant 26) Kashinath Jagannath Murkute 27) Sitabai 28) Bhagwan Raghunath Murkute 29) Sanjiwani Shivaji Murkute 30) Ram Raghunath Murkute 31) Shashikala Dnyaneshwar Tapkir 32) Sulochana Suryakant Gunjal.
7612	01.10.1996	Dildar Rustomkhan Pathan purchased an area admeasuring 77.79 R. on 19.08.1995 vide registered document bearing No. 6712/1996 from 1) Dattu Maruti Murkute 2) Yashwant Dattu Murkute 3) Dasharath Umaji Murkute 4) Sanjay Dasharath Murkute 5) Vijay Dasharath Murkute 6) Shobha Ashok Murkute 7) Gulab Bhimaji Murkute with the consent of 1) Uttam Bala Murkute 2) Baburao Bhiva Murkute 3) Sudam Baburao Murkute 4) Ramdas 5) Laxman Vishnu



		Murkute 6) Dnyaneshwar 7) Ganpat 8) Rajendra Mukund Murkute 9) Baburao Raghur Murkute 10) Sudam 11) Madhukar 12) Anil Baburao Murkute 13) Baburao Murkute 13) Dattatray Shanker Murkute 14) Subhash 15) Suresh 16) Sharad 17) Rajendra Dattatray Murkute 18) Sunil Dattatray Murkute No.17 through POA holder Ramdas Vishnu Murkute 19) Jagannath Bapu Murkute 20) Kisan 21) Yashwant 22) Kashinath Jagannath Murkute 23) Sitabai 24) Bhagwan Raghunath Murkute 25) Sanjiwani Shivaji Murkute 26) Ram Raghunath Murkute 27) Shashikala Dnyaneshwar Tapkir 28) Sulochana Suryakant Gunjal.
7613	01.10.1996	Dr. Babul Rustumkhan Pathan purchased an area admeasuring 78 R on 19.08.1995 vide registered document bearing No. 6713/1996 from 1) Dattu Maruti Murkute 2) Yashwant Dattu Murkute 3) Dasharath Umaji Murkute 4) Sanjay Dasharath Murkute 5) Vijay Dasharath Murkute 6) Shobha Ashok Murkute 7) Gulab Bhimaji Murkute with the consent of 1) Uttam Bala Murkute 2) Baburao Bhiva Murkute 3) Sudam Baburao Murkute 4) Ramdas 5) Laxman Vishnu Murkute 6) Dnyaneshwar 7) Ganpat 8) Rajendra Mukund Murkute 9) Baburao Raghur Murkute 10) Sudam 11) Madhukar 12) Anil Baburao Murkute 13) Dattatray Shanker Murkute 14) Subhash 15) Suresh 16) Sharad 17) Rajendra Dattatray Murkute 18) Sunil Dattatray Murkute No.17 through POA holder Ramdas Vishnu Murkute 19) Jagannath Bapu Murkute 20) Kisan 21) Yashwant 22) Kashinath Jagannath Murkute 23) Sitabai 24) Bhagwan Raghunath Murkute 25) Sanjiwani Shivaji Murkute 26) Ram Raghunath Murkute 27) Shashikala Dnyaneshwar Tapkir 28) Sulochana Suryakant Gunjal.

10. A.) Rambhaji Sakharan Murkute and others executed and registered a Consent Deed in favour of Babul Rustumkhan Pathan on 31.08.1995 which is registered in the office of Sub-registrar Haveli No. 4, Pune at Sr. No. 7544/1995, consenting and confirming both the above Sale Deeds in favour of Babul Rustumkhan Pathan.

Pandurang Sitaram Murkute and others executed and registered a Consent Deed in favour of Babul Rustumkhan Pathan on 02.09.1995 which is registered in the office of Sub-registrar Haveli No. 4, Pune at Sr. No. 7598/1995, consenting and confirming both the above Sale Deeds in favour of Babul Rustumkhan Pathan.

B.) Bhikoba Savla Murkute and others executed and registered a Consent Deed in favour of Altaf Yunuskhan Pathan on 18.10.1995 which is registered in the office of Sub-registrar Haveli No. 4, Pune at Sr. No. 8926/1995, consenting and confirming said Sale Deed in favour of Altaf Yunuskhan Pathan.

Rajendra Dattatray Murkute and others executed and registered a



Consent Deed in favour of Altaf Yunuskhan Pathan on 21.05.2001 which is registered in the office of Sub-registrar Haveli No. 4, Pune at Sr. No. 5595/2001, consenting and confirming said Sale Deed in favour of Altaf Yunuskhan Pathan.

C.) Rajaram Soma Murkute and others executed and registered a Consent Deed in favour of Salim Dildar Pathan on 31.08.1995 which is registered in the office of Sub-registrar Haveli No. 4, Pune, at Sr. No. 7543/1995, consenting and confirming said Sale Deed in favour of Salim Dildar Pathan.

Sakharam Bajirao Murkute and others executed and registered a Consent Deed in favour of Salim Dildar Pathan on 02.09.1995 which is registered in the office of Sub-registrar Haveli No. 4, Pune at Sr. No. 7621/1995, consenting and confirming said Sale Deed in favour of Salim Dildar Pathan.

Bansilal Sopanrao Murkute and others executed and registered a Consent Deed in favour of Salim Dildar Pathan on 11.09.1995 which is registered in the office of Sub-registrar Haveli No. 4, Pune at Sr. No. 7853/1995, consenting and confirming said Sale Deed in favour of Salim Dildar Pathan.

Sopamrao Genuji Murkute and others executed and registered a Consent Deed in favour of Salim Dildar Pathan on 18.10.1995 which is registered in the office of Sub-registrar Haveli No. 4, Pune at Sr. No. 8927/1995, consenting and confirming said Sale Deed in favour of Salim Dildar Pathan.

11. Thereafter each owner from Pathan family laid a private layout of the respective land owned by them and subsequently layout of each owner was revised by another layout to include the entire said Land. Copy of the revised layout showing all plots is annexed herewith at Annexure A.
12. There is a 18 mtrs wide road in the R.P. The Development plan of Baner shows 18 mtrs and 24 mtrs wide D.P. roads and HDH (high density housing, now renamed as Housing for Dishoused) a reservation on part of Survey No.12 on the western side. Copy of revised layout showing all plots and 18 mtrs and 24 mtrs wide D.P. roads and HDH reservation as per development plan is annexed herewith a Annexure "A".
13. The members of Pathan family have executed power of attorney in favour of Dr.Babul Rustamkhan Pathan and the said power of attorney's were registered in the office of Sub-Registrar Haveli No.4 as per the following details of date and registration numbers:-

Name	Registration number	Date
Dildar Rustamkhan Pathan	223/1995	28/11/1995
Ueman Rustamkhan Pathan	2039/2008	17/3/2008
Salim Dildarkhan Pathan	204/1995	21/10/1995
Minaz Yunuskhan Pathan	227/1995	4/12/1995
Altaf Yunuskhan Pathan	228/1995	4/12/1995
Haroon Ibrahim Shuikh	229/1995	4/12/1995



Thereafter respective family member from Pathan family sold plots out of the said private layout to various plot purchasers and the names of the various plot purchasers were recorded in the revenue record in the following manner :-

M. F. No.	Date	Particulars of transaction
7803	18.12.1996	Malti Madhukar Dhakatkar and Ashok Madhukar Dhakatkar purchased an area admeasuring 4.65 R on 29.10.1996 vide registered document bearing No. 7744/1996 from Meenaj Yunuskhan Pathan through POA holder Dr. Babul Rustomkhan Pathan.
7804	18.12.1996	Prerana Praful Shirke purchased an area admeasuring 4.65 R on 02.11.1996 vide registered document bearing No. 7863/1996 from Salim Dildar Pathan through POA holder Dr. Babul Rustomkhan Pathan.
7805	18.12.1996	Pushpa Amarchand Chhabriya purchased an area admeasuring 4.65 R on 26.04.1996 vide registered document bearing No. 3090/1996 from Meenaj Yunuskhan Pathan through POA holder Dr. Babul Rustomkhan Pathan.
7806	18.12.1996	Amarchand Daulatrao Chhabriya purchased an area admeasuring 4.65 R on 26.04.1996 vide registered document bearing No. 3091/1996 from Meenaj Yunuskhan Pathan through POA holder Dr. Babul Rustomkhan Pathan.
7807	18.12.1996	Nilam Shive Vasudeo purchased an area admeasuring 4.65 R on 26.04.1996 vide registered document bearing No. 3092/1996 from Dildar Rustomkhan Pathan through POA holder Dr. Babul Rustomkhan Pathan.
7808	18.12.1996	Ketan Chaturbhuj Kapadiya and Beena Ketan Kapadiya purchased an area admeasuring 4.65 R on 12.02.1996 vide registered document bearing No. 998/1996 from Hasan Ibrahim Shaikh through POA holder Dr. Babul Rustomkhan Pathan.
7809	18.12.1996	Kachardas Chandanmal Munot purchased an area admeasuring 6.70 R on 26.04.1996 vide registered document bearing No. 3094/1996 from Hasan Ibrahim Shaikh through POA holder Dr. Babul Rustomkhan Pathan.
7810	18.12.1996	Shard Gulabrao Pawar purchased an area admeasuring 4.65 R on 26.04.1996 vide registered document bearing No. 3096/1996 from Hasan Ibrahim Shaikh through POA holder Dr. Babul Rustomkhan Pathan.
7811	18.12.1996	B. Rajan purchased an area admeasuring 4.65 R on 26.04.1996 vide registered document bearing No. 3095/1996 from Hasan Ibrahim Shaikh through POA holder Dr. Babul Rustomkhan Pathan.
7812	18.12.1996	Rani Chandu Matai purchased an area admeasuring 4.65 R on 11.06.1996 vide registered document bearing No. 4064/1996 from Dildar Rustomkhan Pathan through POA holder Dr. Babul Rustomkhan Pathan.



7814	18.12.1996	Shivaji Devrao Ganage purchased an area admeasuring 4.64 R on 14.02.1996 vide registered document bearing No. 1095/1996 from Dr. Babul Rustumkhan Pathan.
7815	18.12.1996	Master Jitesh Shivaji Ganage through natural guardian father Shivaji Devrao Ganage purchased an area admeasuring 4.64 R on 14.02.1996 vide registered document bearing No. 1094/1996 from Dr. Babul Rustumkhan Pathan.
7816	18.12.1996	Master Jitesh Shivaji Ganage through natural guardian father Shivaji Devrao Ganage purchased an area admeasuring 4.64 R on 14.02.1996 vide registered document bearing No. 1093/1996 from Dr. Babul Rustumkhan Pathan.
7817	18.12.1996	Pratibha Shivaji Ganage purchased an area admeasuring 4.64 R on 14.02.1996 vide registered document bearing No. 1092/1996 from Dr. Babul Rustumkhan Pathan.
7818	18.12.1996	Master Tushar Shivaji Ganage through natural guardian father Shivaji Devrao Ganage purchased an area admeasuring 9.07 R on 23.02.1996 vide registered document bearing No. 1402/1996 from Dr. Babul Rustumkhan Pathan.
7819	18.12.1996	Manju Ajaykumar Mishra purchased an area admeasuring 5.58 R on 11.06.1996 vide registered document bearing No. 4065/1996 from Altaf Yunus Khan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
7820	18.12.1996	Prakash Taro Khubchandani purchased an area admeasuring 5.55 R on 20.05.1996 vide registered document bearing No. 3552/1996 from Dildar Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
7821	18.12.1996	Manju Amarlal Chhugha purchased an area admeasuring 4.65 R on 23.02.1996 vide registered document bearing No. 1400/1996 from Altaf Yunus Khan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
7822	18.12.1996	Nimmi Shiva Harisinghani purchased an area admeasuring 4.68 R on 23.02.1996 vide registered document bearing No. 1401/1996 from Salim Dildar Pathan through POA holder Dr. Babul Rustumkhan Pathan.
7823	18.12.1996	Anagha Shiram Sathe and Devendra Shiram Sathe purchased an area admeasuring 4.64 R on 29.12.1995 vide registered document bearing No. 10790/1995 from Dildar Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
7824	18.12.1996	Hemangi Nilesh Modi purchased an area admeasuring 4.65 R on 12.02.1996 vide registered document bearing No. 997/1996 from Meenaj Yunus Khan Pathan through POA holder Dr. Babul Rustumkhan Pathan.



7825	18.12.1996	Dipen Chaturbhuj Kapadiya and Kunjhala Chaturbhuj Kapadiya purchased an area admeasuring 4.65 R on 12.02.1996 vide registered document bearing No. 996/1996 from Meenaj Yunuskhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
7826	18.12.1996	Rajendra Dattajirao Patil purchased an area admeasuring 0.05 R on 26.12.1995 vide registered document bearing No. 10667/1995 from Usman Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
7827	18.12.1996	Rajeshree Rajendra Patil purchased an area admeasuring 4.64 R on 26.12.1995 vide registered document bearing No. 10666/1995 from Usman Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
7828	18.12.1996	Mohan Shrikrushna Sapi purchased an area admeasuring 4.65 R on 25.06.1996 vide registered document bearing No. 4534/1996 from Harun Ibrahim Shaikh through POA holder Dr. Babul Rustumkhan Pathan.
7829	18.12.1996	Chandrakant Dattatray Belekar purchased an area admeasuring 4.65 R on 25.06.1996 vide registered document bearing No. 4535/1996 from Harun Ibrahim Shaikh through POA holder Dr. Babul Rustumkhan Pathan.
7830	18.12.1996	Amar Dattatray Belekar purchased an area admeasuring 4.65 R on 25.06.1996 vide registered document bearing No. 4536/1996 from Harun Ibrahim Shaikh through POA holder Dr. Babul Rustumkhan Pathan.
7831	18.12.1996	Meenakumar Mehabubani purchased an area admeasuring 4.65 R on 25.06.1996 vide registered document bearing No. 4537/1996 from Altaf Yunuskhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
7832	18.12.1996	Vandana Vijay Kulkarni purchased an area admeasuring 5.77 R on 01.02.1996 vide registered document bearing No. 787/1996 from Dildar Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
7833	18.12.1996	Saroj Vijay Kulkarni purchased an area admeasuring 4.64 R on 01.02.1996 vide registered document bearing No. 786/1996 from Dildar Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
7834	18.12.1996	Saroj Vijay Kulkarni purchased an area admeasuring 4.64 R on 01.02.1996 vide registered document bearing No. 785/1996 from Dildar Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
7835	18.12.1996	Sangeeta Ram Hari Ganage purchased an area admeasuring 4.65 R on 13.03.1996 vide registered document bearing No. 1841/1996 from Dildar



		Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
7836	18.12.1996	Master Rohit Ramhari Ganage through his natural guardian father Ramhari Devram Ganage purchased an area admeasuring 4.65 R on 13.03.1996 vide registered document bearing No. 1843/1996 from Dr. Babul Rustumkhan Pathan.
7837	18.12.1996	Master Rohit Ramhari Ganage through his natural guardian father Ramhari Devram Ganage purchased an area admeasuring 4.65 R on 13.03.1996 vide registered document bearing No. 1842/1996 from Dr. Babul Rustumkhan Pathan.
7838	18.12.1996	Bapusaheb Balaji Riswadkar purchased an area admeasuring 0.05 R on 17.07.1996 vide registered document bearing No. 5225/1996 from Dildar Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
8032	07.02.1997	Jaydeep Madhukar Jatar purchased an area admeasuring 4.65 R on 20.05.1996 vide registered document bearing No. 3551/1996 from Meenaj Yunuskhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
8033	07.02.1997	Dipli Dilipkumar Shirole purchased an area admeasuring 4.65 R on 20.05.1996 vide registered document bearing No. 3533/1996 from Meenaj Yunuskhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
8034	07.02.1997	Pooja Dilipkumar Shirole purchased an area admeasuring 4.65 R on 20.05.1996 vide registered document bearing No. 3534/1996 from Salim Dildar Pathan through POA holder Dr. Babul Rustumkhan Pathan.
8035	07.02.1997	Ashok Ramchandra Thube purchased an area admeasuring 4.65 R on 20.05.1996 vide registered document bearing No. 3535/1996 from Dildar Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
8036	07.02.1997	Vivek Gulabchand Pungaliya and Sangeeta Vivek Pungaliya purchased an area admeasuring 4.65 R on 25.03.1996 vide registered document bearing No. 2140/1996 from Meenaj Yunuskhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
8037	07.02.1997	Usha and Prashant Chandrakant Khanwilkar purchased an area admeasuring 4.65 R on 11.06.1996 vide registered document bearing No. 4066/1996 from Usman Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
8039	07.02.1997	Laxman Devram Ganage purchased an area admeasuring 5.31 R on 13.03.1996 vide registered document bearing No. 1838/1996 from Babul Rustumkhan Pathan.
8040	07.02.1997	Mehmood Abdulsayyed Shah through his POA holder Hasan Ibrahim Shaikh purchased an area



		admeasuring 4.65 R on 25.03.1996 vide registered document bearing No. 2142/1996 from Dr. Babul Rustumkhan Pathan.
8041	07.02.1997	Kollangode Subhrmanium Raghunathan and Suman Sunderesh purchased an area admeasuring 4.65 R on 25.03.1996 vide registered document bearing No. 2141/1996 from Dr. Babul Rustumkhan Pathan.
8042	07.02.1997	Nalini Suresh Gujrathi and Sunita amaranth Gujrathi purchased an area admeasuring 4.65 R on 08.03.1996 vide registered document bearing No. 1762/1996 from Dildar Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
8043	07.02.1997	Suresh Balkrushna Gujrathi, Sangeeta Ranjeet Shah and Ranjeet Bipin Shah purchased an area admeasuring 4.65 R on 08.03.1996 vide registered document bearing No. 1761/1996 from Altaf Yunuskhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
8044	07.02.1997	Master Rohan Ramhari Ganage purchased an area admeasuring 4.65 R on 13.03.1996 vide registered document bearing No. 1840/1996 from Dr. Babul Rustumkhan Pathan.
8045	07.02.1997	Master Rohan Ramhari Ganage purchased an area admeasuring 4.65 R on 13.03.1996 vide registered document bearing No. 1839/1996 from Dr. Babul Rustumkhan Pathan.
8081	11.02.1997	Shashibala Malkam Khauna and Malkam A Mills purchased an area admeasuring 4.65 R on 20.05.1996 vide registered document bearing No. 3538/1996 from Dildar Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
8082	11.02.1997	Shashibala Malkam Khauna and Malkam A Mills purchased an area admeasuring 4.65 R on 20.05.1996 vide registered document bearing No. 3539/1996 from Dildar Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
8083	11.02.1997	Laxman Devram Ganage purchased some portion on 13.03.1996 vide registered document bearing No. 1838/1996 from Dr. Babul Rustumkhan Pathan.
8084	11.02.1997	Dr. Mohan Shrikrushna Sali purchased an area admeasuring 4.65 R on 25.06.1992 vide registered document bearing No. 4533/1996 from Dildar Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan.
11759	30.08.2000	Amar Dattatray Belekar purchased an area admeasuring 2.79 R on 22.02.2000 vide registered document bearing No. 1463/2000 from Dr. Mohan Shrikrushna Sali.
11823	25.09.2000	Vasant Jaywant Divekar and Sonal Vasant Divekar purchased an area admeasuring 4.65 R on 05.07.2000 vide registered document bearing No. 4260/2000 from Dr. Babul Rustumkhan Pathan.



11824	25.09.2000	Sameer Ashok Dani purchased an area admeasuring 5.73 R on 08.05.2000 vide registered document bearing No. 3452/2000 from Dildar Rustumkhan Pathan.
11947	15.12.2000	Prerana Rahul Khote and Rahul Balkrushna Kole purchased an area admeasuring 5.45 R on 23.11.2000 vide registered document bearing No. 9997/2000 from Dr. Babul Rustumkhan Pathan, Ramdas Vishnu Murkute, Rahul, Vishwas Ramdas Murkute.
11948	15.12.2000	Shobha Sharad Kokate purchased an area admeasuring 4.65 R on 23.11.2000 vide registered document bearing No. 9996/2000 from Salim Dildar Pathan through POA holder Dr. Babul Rustumkhan Pathan with the consent of Ramdas Vishnu Murkute, Rahul, Vishwas Ramdas Murkute.
12132	17.03.2001	Sonali Sharad Kokate purchased an area admeasuring 7.81 R on 05.05.2000 vide registered document bearing No. 3382/2000 from Dildar Rustumkhan Pathan through POA holder Dr. Babul Rustumkhan Pathan with the consent of Ramdas Vishnu Murkute.
12144	28.03.2001	Sangeet Hiralal Oswal purchased an area admeasuring 4.65 R on 31.12.1998 vide registered document bearing No. 7837/1998 from Vivek Gulabchand Pungaliya and Sangeeta Vivek Pungaliya.
12514	12.10.2001	Bhiva Raghu Raut (HUF - Karta) purchased an area admeasuring 4.76 R on 05.09.2001 vide registered document bearing No. 10366/2001 from Dr. Babul Rustumkhan Pathan.
12515	12.10.2001	Ramaji Shankar Hadavale (HUF - Karta) purchased an area admeasuring 5.80 R on 05.09.2001 vide registered document bearing No. 10367/2001 from Dr. Babul Rustumkhan Pathan.
13405	24.07.2003	As per the order of Tahasildar Haveli bearing No. HNO/KAVI/1782/2003, dated 21.07.2003 name of Madhuri Rajan Bhende was mutated as it was due to oversight was not entered earlier for 4.65 R as per her Sale Deed.
13927	21.12.2004	Uma Shri Gawade purchased an area admeasuring 4.64 R bearing Plot No. 9 on 02.09.2004 vide registered document bearing No. 3698/2004 from Saroj Vijay Kulkarni through POA holder Dhananjay D. Athale.
13933	22.12.2004	Ramdas Kale purchased an area admeasuring 4.65 R bearing Plot No. 10 on 11.11.2004 vide registered document bearing No. 4882/2004 from Dr. Mohan Shrikrushna Sali.
13934	22.12.2004	Ram Sahebrao Zavre purchased an area admeasuring 4.64 R on 02.09.2004 vide registered document bearing No. 3699/2004 from Saroj Vijay Kulkarni through POA holder Dhananjay D. Athale.

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14167	12.05.2005	Pallavi Deepak Avhad purchased an area admeasuring 4.65 R on 13.03.2005 vide registered document bearing No. 1947/2005 from Shashibala Malkam Khanna and Malkam A. Mills.
15390	22.10.2007	Ram Sahebrao Zavre expired on 15.05.2007 leaving behind wife Rekha Ram Zavre and daughter Vrushali Ram Zavre.
15942		M/s Astrum Developer Purchased as area adm.307.5 sq.mtrs. on 03/06/2008 vide registered document bearing no.4600/2008 and POA bearing no.4601/2008 from Dr.Ratnakar Thangene.
15943		M/s Astrum Developer Purchased as area adm.307.5 sq.mtrs. on 03/06/2008 vide registered document bearing no.4602/2008 and POA bearing no.4603/2008 from Surabhi Goyal.
15944		M/s Astrum Developer Purchased as area adm.468 sq.mtrs. on 10/07/2008 vide registered document bearing no.5585/2008 and POA bearing no.5586/2008 from Dr.Nimmi Harisinghani.
15945		M/s Astrum Developer Purchased as area adm.500 sq.mtrs. on 17/04/2008 vide registered document bearing no.3350/2008 and POA bearing no.3351/2008 from Bapusaheb Riswadkar.
16022		As per Tahsildar Haveli (Pune) order No.kr.HNo./Kavi/4827/2008 dated 12/11/2008, the names of Mrs.Shashibala Malcom Khanna and Malcom Arlentine Mills is retained on 7/12 extract. Their names were deleted inadvertently by village office.

14. [1] Vasant Jayawant Divekar, [2] Shobha Sharad Kakade, [3] Sonali Sharad Kakade, [4] Rajendra Dattajirao Patil and [5] Rajshree Rajendra Patil, through their constituted Power of Attorney holder, M/s. Kalpataru Properties Pvt. Ltd., by registered Sale Deed, sold, transferred and conveyed following plots to M/s. Astrum Developers Pvt. Ltd.:-

Name of the Vendor	Old Plot No.	New Plot No.	Area in Ares
Vasant Jayawant Divekar	3	44	4.65
Shobha Sharad Kakade	9	42	4.65
Sonali Sharad Kakade	1	11	7.81
Rajendra Dattajirao Patil	14	31	5.00
Rajshree Rajendra Patil	15	32	4.64
Total area in Ares			26.75

15. The said Sale Deed, dated 02-12-2008, [As per Index executed on 27-11-2009] is registered in the office of Sub-Registrar, Haveli No. 16, Pune, at Sr. No. 7481/2009 on 02-12-2009. Thereafter as per Mutation Entry No. 16783, dated 01-02-2010, the name of the Purchaser, i.e. M/s. Astrum Developers Pvt. Ltd. is duly recorded in the revenue record for an area, admeasuring 00 Hectors, 26.75 Ares.



16. Mr. Minaz Yunus Pathan, gifted an area, admeasuring 44.55 Ares, to Dr. Babul Rustumkhan Pathan, on 18-07-1996, by an unregistered Gift Deed. Thereafter, the said Dr. Babul Rustumkhan Pathan, filed application to Collector of Stamps, Pune, for valuation and Stamp Duty computation bearing Case No. 660/2009. The Collector of Stamps, Pune, after hearing fixed the valuation and calculated Stamp Duty and penalty, which was paid in the Government Treasury, on 26-03-2011, vide Challan No. 4380/4367. Thereafter, on 25-05-2011, the above said Mr. Minaz Yunus Pathan, executed and registered a Confirmation Deed for Gift Deed, in favour of the above said Dr. Babul Rustumkhan Pathan. The said Confirmation Deed for Gift Deed, is duly registered in the office of Sub-Registrar, Haveli No. 19, Pune, at Sr. No. 5209/2011. Thereafter, the name of the said Donee, i.e. Dr. Babul Rustumkhan Pathan, is mutated on 7/12 extract for 44.55 Ares, vide Mutation Entry No. 18058 dated 02-06-2011. Thereafter, the above said Mr. Minaz Yunus Pathan, executed and registered a Correction Deed in favour of the above said Dr. Babul Rustumkhan Pathan, thereby corrected area from 44.55 Ares to 40.55 Ares. The said Correction Deed is duly registered in the office of Sub-Registrar, Haveli No. 19, Pune, at Sr. No. 7395/2011. The effect of the said Correction Deed, has also been given in revenue records and accordingly area on 7/12 extract is corrected to 40.55 Ares.
17. Mr. Salim Dildar Pathan, gifted an area, admeasuring 59.37 Ares to Dr. Babul Rustumkhan Pathan, on 18-07-1996, by an unregistered Gift Deed. Thereafter, the said Dr. Babul Rustumkhan Pathan, filed application to the Collector of Stamps, Pune, for valuation and Stamp Duty computation bearing Case No. 659/2009. The Collector of Stamps, Pune, after hearing fixed the valuation and calculated Stamp Duty and penalty, which was paid in the Government Treasury on 26-03-2011, vide Challan No. 4379/4397. Thereafter, on 21-04-2011 the above said, Mr. Salim Dildar Pathan, executed and registered a Confirmation Deed for Gift Deed, in favour of the above said Dr. Babul Rustumkhan Pathan. The said Confirmation Deed for Gift Deed, is duly registered in the office of Sub-Registrar, Haveli No. 19, Pune, at Sr. No. 3996/2011. Thereafter, name of the above said Donee, i.e. Dr. Babul Rustumkhan Pathan, is mutated on 7/12 extract for 59.37 Ares, vide Mutation Entry No. 18059 dated 02-06-2011.
18. Mr. Haroon Ibrahim Shaikh, gifted an area, admeasuring 38.51 Ares to Dr. Babul Rustumkhan Pathan, on 17-03-1999 by an unregistered Gift Deed. Thereafter, the said, Dr. Babul Rustumkhan Pathan, filed application to the Collector of Stamps, Pune, for valuation and Stamp Duty computation bearing Case No. 656/2009. The Collector of Stamps, Pune, after hearing fixed the valuation and calculated Stamp Duty and penalty, which was paid in the Government Treasury on 26-03-2011, vide Challan No. 4329/4332. Thereafter, on 21-04-2011 said Mr. Haroon Ibrahim Shaikh, executed and registered a Confirmation Deed for Gift Deed in favour of Dr. Babul Rustumkhan Pathan. The said Confirmation Deed for Gift Deed, is duly registered in the office of Sub-Registrar, Haveli No. 19, Pune at Sr. No. 4009/2011. Thereafter name of the above said Donee, i.e. Dr. Babul Rustumkhan Pathan, is mutated on 7/12 extract for 38.51 Ares, vide Mutation Entry No. 18062, dated 02-06-2011. Thereafter, the above said, Mr.



Haroon Ibrahim Shaikh, executed and registered a Correction Deed in favour of the above said Dr Babul Rustumkhan Pathan, thereby corrected area from 38.51 Ares to 32.36 Ares. The said Correction Deed, is duly registered in the office of Sub-Registrar, Haveli No. 19, Pune, at Sr. No. 7465/2011. The effect of the above said Correction Deed, was also given in revenue records and accordingly area on 7/12 extract is corrected to 32.36 Ares.

19. Mr. Altaf Yunus Pathan, gifted an area, admeasuring 35.83 Ares, to Dr. Babul Rustumkhan Pathan, on 27-06-1997, by an unregistered Gift Deed. Thereafter, the said Dr. Babul Rustumkhan Pathan, filed application to the Collector of Stamps, Pune, for valuation and Stamp Duty computation bearing Case No. 657/2009. The Collector of Stamps, Pune, after hearing fixed the valuation and calculated Stamp Duty and penalty, which was paid in the Government Treasury on 26-03-2011, vide Challan No. 4381/4368. Thereafter, on 26-04-2011 said Mr. Altaf Yunus Pathan, executed and registered a Confirmation Deed for Gift Deed in favour of Dr. Babul Rustumkhan Pathan. The said Confirmation Deed for Gift Deed, is duly registered in the office of Sub-Registrar, Haveli No. 19, Pune, at Sr. No. 4122/2011. Thereafter, the name of the above said Donee, i.e. Dr. Babul Rustumkhan Pathan, is mutated on 7/12 extract for 35.83 Ares vide Mutation Entry No. 18063 dated 02-06-2011.
20. Mr. Usman Rustumkhan Pathan, gifted an area, admeasuring 63.71 Ares to Dr. Babul Rustumkhan Pathan, on 27-06-1997 by an unregistered Gift Deed. Thereafter, the above said Dr. Babul Rustumkhan Pathan, filed application to the Collector of Stamps, Pune, for valuation and Stamp Duty computation bearing Case No. 649/2009. The Collector of Stamps after hearing fixed the valuation and calculated Stamp Duty and penalty, which was paid in the Government Treasury on 26-03-2011. Thereafter, on 18-04-2011 said Mr. Usman Rustumkhan Pathan, executed and registered a Confirmation Deed for Gift Deed in favour of Dr. Babul Rustumkhan Pathan. The said Confirmation Deed for Gift Deed is duly registered in the office of Sub-Registrar, Haveli No. 19, Pune, at Sr. No. 3843/2011. Thereafter, name of the said Donee, i.e. Dr. Babul Rustumkhan Pathan, is mutated on 7/12 extract for 63.71 Ares vide Mutation Entry No. 18061, dated 02-06-2011.
21. Mr. Dildar Rustumkhan Pathan, gifted an area, admeasuring 79.17 Ares to Dr. Babul Rustumkhan Pathan, on 27-06-1997 by an unregistered Gift Deed. Thereafter, Dr. Babul Rustumkhan Pathan, filed application to the Collector of Stamps, Pune, for valuation and Stamp Duty computation bearing Case No. 658/2009. The Collector of Stamps, Pune, after hearing fixed the valuation and calculated Stamp Duty and penalty, which was paid in the Government Treasury on 26-03-2011, vide Challan No. 4396/4375. Thereafter, on 25-04-2011, the said Mr. Dildar Rustumkhan Pathan, executed and registered a Confirmation Deed for Gift Deed in favour of the above said Dr. Babul Rustumkhan Pathan. The said Confirmation Deed for Gift Deed is duly registered in the office of Sub-Registrar, Haveli No. 19, Pune, at Sr. No. 4077/2011. Thereafter, the name of the said Donee, i.e. Dr. Babul Rustumkhan Pathan, is mutated on 7/12 extract



for 79.13 Ares, vide Mutation Entry No. 18060, dated 02-06-2011. Thereafter, Mr. Dildar Rustomkhan Pathan, executed and registered a Correction Deed, in favour of Dr. Babul Rustomkhan Pathan, thereby corrected area, from 79.13 Ares to 79.17 Ares. The said Correction Deed, is duly registered in the office of Sub-Registrar, Haveli No. 19, Pune, at Sr. No. 7575/2011. The effect of the said Correction Deed, has also been in revenue records and accordingly area on 7/12 extract is corrected to 79.17 Ares.

22. On 20-04-2011, [1] Mr. Tushar Shivaji Ganage, [2] Mr. Shivaji Deorao Ganage, [3] Mr. Jitesh Shivaji Ganage and [4] Mrs. Pratibha Shivaji Ganage, by registered Sale Deed, sold, transferred and conveyed following plots to M/s. Astrum Developers Pvt. Ltd.:-

Name of the Vendor	Old Plot No.	New Plot No.	Area in Ares
Mr. Tushar Shivaji Ganage	11	12	9.07
Mr. Shivaji Deorao Ganage	10	13	4.64
Mr. Jitesh Shivaji Ganage	9	14	4.64
Mr. Jitesh Shivaji Ganage	8	15	4.64
Mrs. Pratibha Shivaji Ganage	7	16	4.64
Total area in Ares			27.63

23. The said Sale Deed, dated 20-04-2011, is duly registered in the office of Sub-Registrar, Haveli No. 19, Pune, at Sr. No. 4028/2011. In pursuance of the said Sale Deed, the above said Ganages' mentioned in Clause 2 above, also executed and registered a Power of Attorney, in favour of said M/s. Astrum Developers Pvt. Ltd. to do various acts, deeds, things etc.... The said Power of Attorney, is also duly registered in the office of Sub-Registrar, Haveli No. 19, Pune, at Sr. No. 4029/2011. Thereafter, on 03-05-2011, Mrs. Pratibha Shivaji Ganage, made and executed a Correction Deed, in favour of M/s. Astrum Developers Pvt. Ltd., thereby corrected plot number to New Plot No. 16 which was wrongly written as Plot No. 14 in the Schedule of the said Sale Deed, dated 20-04-2011. The said Correction Deed, dated 03-05-2011, is duly registered in the office of Sub-Registrar, Haveli No. 15, Pune, at Sr. No. 3993/2011. Thereafter, as per Mutation Entry No. 18097, dated 07-06-2011, the name of the Purchaser i.e. M/s. Astrum Developers Pvt. Ltd. is duly recorded in the revenue record for an area of 00 Hectors, 27.63 Ares.

24. On 29-02-2012, [1] Mr. Rohit Ramhari Ganage, [2] Mrs. Sangeeta Ramhari Ganage, and [3] Mr. Rohan Ramhari Ganage by registered Sale Deed, sold, transferred and conveyed following plots to M/s. Astrum Developers Pvt. Ltd.:-

Name of the Vendor	Old Plot No.	New Plot No.	Area in Ares
Mr. Rohit Ramhari Ganage	6	17	4.65
Mr. Rohit Ramhari Ganage	5	18	4.64
Mrs. Sangeeta Ramhari Ganage	4	19	4.64
Mr. Rohan Ramhari Ganage	3	20	4.64
Mr. Rohan Ramhari Ganage	2	21	4.64
Total area in Ares			23.25

25. The said Sale Deed, dated 29-02-2012, is duly registered in the office of Sub-Registrar, Haveli No. 15, Pune, at Sr. No. 1447/2012. In pursuance of the said Sale Deed, the said Ganages' mentioned in Clause 4 above, also executed and registered a Power of Attorney in favour of said M/s. Astrum Developers Pvt. Ltd. to do various acts. Deeds.Things etc... The said Power of Attorney, is also duly registered in the office of Sub-Registrar, Haveli No. 15, Pune, at Sr. No. 1748/2012. Thereafter, as per Mutation Entry No. 18701, dated 09-03-2012, name of the Purchaser i.e. M/s. Astrum Developers Pvt. Ltd. is duly recorded in the revenue record for an area of 00 Hectors, 23.25 Ares.
26. On perusal of the said Sale Deed, dated 29-02-2012, it can be seen that Mr. Rohit Ramhari Ganage, has lost the original Sale Deed of his Plots bearing No. 17 [Old No. 6] and 18 [Old No. 5], and similarly Mrs. Sangeeta Ramhari Ganage, has also lost the original Sale Deed of her Plot bearing No. 19 [Old No. 4] which they have purchased from Mr. Babul Rustunkhan Pathan, while travelling near Sant Tukaram Nagar area on 08.12.2009. Both of them have respectively made affidavits stating loss of their respective aforesaid original Sale Deeds during transit. Thereafter, one Mr. Ramchandra Jeevanrao Ganage, cousin of Mr. Rohit Ramhari Ganage, lodged a criminal complaint about the said loss of aforesaid documents on 13-01-2010 in Pimpri Police Station.
27. Mr. Rohit Ramhari Ganage and Mrs. Sangeeta Ramhari Ganage represented and assured to M/s. Astrum Developers Pvt. Ltd. that all/any original Sale Deeds were never been given to any bank, credit/financial institution or other person/s for raising any monies, finance or loans on the security thereof, nor has they in any other manner created any security or collateral security thereon or used the same for any such or other purpose whatsoever, and that they have not mortgaged, hypothecated or charged the same, or created any lien or otherwise in respect thereof. They also declared and undertook to hand over and deliver aforesaid lost Sale Deeds and all other deeds documents and writings papers being the title deeds forthwith upon the same being found by them at any time, without making any claim for lien or otherwise thereon or in respect thereof.
28. Thereafter on 25-05-2012, the above said Dr. Babul Rustunkhan Pathan, various 15 plot Owners and Astrum Developers Pvt. Ltd, entered into an Agreement for jointly developing the Project on land more particularly described in the said Agreement, dated 25-05-2012, on various terms and conditions as mentioned therein. The said Agreement dated 25-05-2012, is duly registered in the office of Sub-Registrar, Haveli 1, Pune, at Sr. No. 4824/2012. In pursuance of said Agreement, the above said Dr. Babul Rustunkhan Pathan, various 15 plot Owners as mentioned therein also granted General Powers of Attorney, on 25-05-2012. The said Power of Attorney, dated 25-05-2012 is duly registered in the office of Sub-Registrar, Haveli 1, Pune, at Sr. No. 4825/2012.
29. On 20-10-2012, Mr. Laxman Deorao Ganage, by registered Sale Deed, sold, transferred and conveyed plot bearing No. 22 [Old Plot NO. 01] admeasuring 531 Sq. Mtrs to M/s. Astrum Developers Pvt. Ltd. The said Sale Deed, dated 20-10-2012, is duly registered in the



office of Sub-Registrar, Haveli No. 15, Pune, at Sr. No. 9744/2012. In pursuance of the said Sale Deed, the said Mr. Laxman Denrao Ganage, also executed and registered a Power of Attorney, in favour of said M/s. Astrum Developers Pvt. Ltd. to do various acts, deeds, etc.. The said Power of Attorney is also duly registered in the office of Sub-Registrar, Haveli No. 15, Pune, at Sr. No. 9745/2012. Thereafter, as per Mutation Entry No. 19086, dated 01-11-2012, the name of the Purchaser, i.e. M/s. Astrum Developers Pvt. Ltd. is duly recorded in the revenue record for an area of 531 sq. mtrs.

30. Accordingly, [1] Dr. Babul Rustumkhan Pathan is the Owner of land admeasuring 36828 Sq. Mtrs out of the said Land and he holds rights to develop various plots admeasuring 7544 Sq. Mtrs as mentioned in the Annexure 1 by and under various registered Development Agreements, [2] Astrum Developers Pvt. Ltd. is the Owner of land admeasuring 9877 Sq. Mtrs out of the said Land and it holds rights to develop various plots admeasuring 8365 Sq. Mtrs as mentioned in the Annexure 2 by and under various registered Development Agreements and [3] Various Plot Owners are the owners land aggregating to 5686 out of the said Land of their respective plots as mentioned in the Annexure 3.
31. Astrum Developers Pvt. Ltd and Dr. Babul Rustumkhan Pathan made an application to Pune Municipal Corporation, Pune, to sanction plans in respect of part of the said Land. On receipt of application, Pune Municipal Corporation, Pune, vide Commencement Certificate, bearing No. CC/4426/11, dated 22-03-2012, granted permission to construct multistoried building as per the plans and specifications submitted to Pune Municipal Corporation. After receipt of commencement certificate, the said Astrum Developers Pvt. Ltd and Dr. Babul Rustumkhan Pathan, made an application to the Collector of Pune District, Pune, for using portion of the said Land for Non-Agriculture purposes. The Collector of Pune District, Pune, vide its order bearing No. PMH/NA/SR/464/12, dated 18-07-2012, granted Non-Agriculture use permission of 29623.32 sq. mtrs., land after deducting 1162.13 sq. mtrs area under roads and 147.55 sq. mtrs. area under reservation.
32. On perusal of RTS Appeal, bearing No. 132/2011 filed on 22-02-2011 before Sub-Divisional Officer, Haveli/ Pune, (in SDO, Haveli/Pune), it can be seen that Mr. Popat Sitaram Murkute and Smt. Paruhai Shankar Murkute, have filed an RTS appeal before SDO, Haveli/Pune, for [1] re-entering name of Rambhaji Sakharan Murkute, [2] to add names his brothers, Mr. Shankar Sakharan Murkute and Sitaram Sakharan Murkute, by amending Mutation Entry No. 340 or by way of new mutation entry, [3] recording names of appellant and opponent No. 7 to 11 as legal heirs of Shankar Sakharan Murkute and Sitaram Sakharan Murkute and [4] to cancel mutation entry No. 7577, 7606 and 7613 to the extend appellant and opponent No. 7 to 11 as legal heirs of Shankar Sakharan Murkute and Sitaram Sakharan Murkute.
33. The Opponent No. 12, therein, Dr. Babul Rustumkhan Pathan, appeared in the matter and resisted the claim of Appellants by filing his Say, on 30-04-2012, to the Appeal and Delay Condonation



Application. In the said Say Dr. Babul Rustumkhan Pathan, categorically denied all the claims of Appellants.

Thereafter, Arimas Developers Pvt. Ltd. filed intervention application in the matter and the same was allowed by the SDO, Haveli/ Pune. Arimas Developers Pvt. Ltd. also resisted the claim of Appellants and categorically denied all the claims of Appellants.

Dr. Babul Rustumkhan Pathan and Arimas Developers Pvt. Ltd. have specifically stated in their replies that the Appellants have executed and registered two separate Consent Deeds thereby consented for the transaction held in 1995. Matter is pending before the SDO, Haveli, Pune.

34. Appellant No. 1 i.e. Mr. Popat Sitaram Murkute, has made and executed Consent Deed, dated 02-09-1995, which is registered in the office of Sub-Registrar, Haveli No. 4, Pune, at Sr. No. 7598/1995. Similarly, Appellant No. 2, i.e. Smt. Parubai Shankar Murkute, has made and executed Consent Deed, dated 31-08-1995, which is also registered in the office of Sub-Registrar, Haveli No. 4, Pune, at Sr. No. 7544/1995.

Since both the above said Appellants have executed and registered the above said Consent Deeds, consenting the transaction and the Sale Deeds already executed and registered. Therefore, the above RTS appeal does not affect the title which is already conveyed.

35. That the above said Mr. Popat Sitaram Murkute, along with his family members, has entered into Development Agreement, on 19-03-2008, with one Partnership Firm, called as Aagam Infrastructure. Under the said Development Agreement, the said Mr. Popat Sitaram Murkute, has granted development rights in respect of an area, admeasuring 27.10 Ares, from and out of the said Land. The said Development Agreement, is registered in the office of Sub-Registrar, Haveli No. 8, Pune, at Sr. No. 2735/2008. Similarly, Smt. Parubai Shankar Murkute, along with his family members, has entered into Development Agreement, on 20-02-2008 with said Partnership Firm, called as Aagam Infrastructure. Under this Development Agreement, the said Smt. Parubai Shankar Murkute has granted development rights in respect of an area, admeasuring 32.52 Ares, out of the said Land. The said Development Agreement, is registered in the office of Sub-Registrar, Haveli No. 8, Pune at Sr. No. 1752/2008. Since the said property is already conveyed and transferred and the said Appellants have already consented for the same, they have no right, title and interest, to create any third party interest in the said land.
36. That by virtue of a Sale Deed, dtd. 13/03/1996, registered at serial no. 1841/1996, in the office of Sub-Registrar, Haveli no. 4 (Pune), Dr. Babul Rustumkhan Pathan, sold out a separated area, adm. 00 Hectare. 4.65 Ares, (corresponding Private Plot no. 4), from and out of the said entire property, Survey no. 12, unto Mrs. Sangita Ramhari Gang. Based on the said Sale Deed, an effect has been given to the record of rights of the said property, vide mutation entry no. 7835.
37. That by virtue of a Sale Deed, dtd. 13/03/1996, registered at serial



- no. 1840/1996, in the office of Sub-Registrar, Haveli no. 4 (Pune), Dr. Babul Rustumkhan Pathan, sold out a separated area, adm. 00 Hectare, 4.65 Ares, (corresponding Private Plot no. 3), from and out of the said entire property, Survey no. 12, unto Rohan Ramhari Gange, minor, through his minor guardian, Mr. Ramhari Devram Gange. Based on the said Sale Deed, an effect has been given to the record of rights of the said property, vide mutation entry no. 8044.
38. That by virtue of a Sale Deed, dtd. 13/03/1996, registered at serial no. 1842/1996, in the office of Sub-Registrar, Haveli no. 4 (Pune), Dr. Babul Rustumkhan Pathan, sold out a separated area, adm. 00 Hectare, 4.65 Ares, (corresponding Private Plot no. 5), from and out of the said entire property, Survey no. 12, unto Rohit Ramhari Gange, minor, through his minor guardian, Mr. Ramhari Devram Gange. Based on the said Sale Deed, an effect has been given to the record of rights of the said property, vide mutation entry no. 7837.
39. That by virtue of a Sale Deed, dtd. 13/03/1996, registered at serial no. 1843/1996, in the office of Sub-Registrar, Haveli no. 4 (Pune), Dr. Babul Rustumkhan Pathan, sold out a separated area, adm. 00 Hectare, 4.65 Ares, (corresponding Private Plot no. 6), from and out of the said entire property, Survey no. 12, unto Rohit Ramhari Gange, minor, through his minor guardian, Mr. Ramhari Devram Gange. Based on the said Sale Deed, an effect has been given to the record of rights of the said property, vide mutation entry no. 7836.
40. That by virtue of a Sale Deed, dtd. 13/03/1996, registered at serial no. 1839/1996, in the office of Sub-Registrar, Haveli no. 4 (Pune), Dr. Babul Rustumkhan Pathan, sold out a separated area, adm. 00 Hectare, 4.65 Ares, (corresponding Private Plot no. 2), from and out of the said entire property, Survey no. 12, unto Rohan Ramhari Gange, minor, through his minor guardian, Mr. Ramhari Devram Gange. Based on the said Sale Deed, an effect has been given to the record of rights of the said property, vide mutation entry no. 8045.
41. That as per FIR Report, dtd. 13/01/2010, the original copies of the above said Sale Deeds, bearing regd. nos. 1842/1996, 1843/1996, 1841/1996, have been lost.
42. That by virtue of a Sale Deed, dtd. 29/02/2012, registered at serial no. 1747/2012, in the office of Sub-Registrar, Haveli no. 15 (Pune), the above said Mr. Rohit Ramhari Gange (owner of Plot nos. 17 & 18, old corresponding Plot nos. 6 & 5, respectively, each adm. 465 Sq. mtrs.), Mrs. Sangita Ramhari Gange (owner of Plot no. 19, old corresponding Plot no. 4, adm. 465 Sq. mtrs.) and Mr. Rohan Ramhari Gange (owner of Plot nos. 20 & 21, old corresponding Plot nos. 3 & 2, respectively, each adm. 465 Sq. mtrs.), with the consent of Mr. Ramhari Devram Gange, sold out their above said respective properties, unto M/s Astrum Developers Private Limited, a Company registered under the Companies Act, 1956, having its regd. office at 91, Kalpataru Synergy, Opp. Grand



Hyatt, Santacruz (East), Mumbai-400 055 and local office at 9A, Boat Club Road, Pune - 411 001. Based on the said Sale Deed, an effect has been given to the record of rights of the said landed property, vide mutation entry no. 18701.

43. By virtue of a simple mortgage deed (without possession) dated 29/01/2014, registered at Sr.No.774/2014, in the office of the Sub-Registrar, Haveli No.15, Pune, M/s Astrum Developers Private Limited, Mumbai, through its authorised signatory, Shri.Rajendra Bhandari (Mortgagor no.1), Shri.Ashok Ramchandra Dubey, Mrs.Rani Chandra Malai, Mrs.Neelam Shiv Vasudeo, Malcom Khanna, Smt.Rekha Ram Zaware and Miss. Vrushali Ram Zaware, Shivaji Umaji Gawade, Kollengode Subramanian Raghunathan and Suman Sundareesh daughter of Hariharan Sundareesh, Sharad Gulabrao Pawar and Mrs.Madhuri Rajan Bhende, B.Rajan alias Rajan Kashinath Bhende, Amarchand Daulatram Chabriya, Mrs.Pushpa Amarchand Chabriya, Shriram Ganesh Sathe, Mrs.Anugha Shriram Sathe and Devendra Shriram Sathe, Suresh Balkrushna Gujrathi and Mrs.Sangeeta Ranjit Shah and Ranjit Bipinbhai Shah, Mrs.Nalini Suresh Gujrathi and Sandeep Suresh Gujrathi and Sangeeta w/o Ranjeet Shah and Mrs.Sunita Gujrathi w/o Amarnath Gujrathi, Mehmood Abulsamad Shah, Sangeet Hiralal Oswal, Mrs.Manju Amarlal Chunga and Miss. Anita Amarlal Chunga (Mortgagor No.2) and Dr.Babul Rustamkhan Pathan (Mortgagor No.3), mortgagor No.2 & 3 are represented through their power of attorney holder, M/s Astrum Developers Private Limited, a Company incorporated under the Companies Act,1932, Mumbai through its authorised signatory Mr.Rajendra Bhandari,mortgaged part of the property, admeasuring 58,294 sq.mtrs.(after excluding an area of 2907.27 sq.mtrs. falling under 24 mtrs wide DP road and an area adm.1411.74 sq.mtrs., falling under 18 mtrs wide DP road) out of an area adm.62,614 sq.mtrs, being the larger property of S.No.12 to and in favour of Axis Bank Ltd, having its registered office at Trishul, Third Floor, Opp. Samarsheshwar Temple, Law Garden, Ellisbridge, Ahmedabad-380 006, and having one of its branch office at-Corporate Bank Branch, Axis House, Gr.Floor, Wadia International Center, Warli, Mumbai-400 025.
44. By virtue of a Sale Deed, dated -10/07/2014, registered at Sr.No.4957/2014, in the Office of the Sub Registrar, Haveli no. 15 (Pune), Mr.Kachardas Chandanmal Munot, sold out his self-acquired property, bearing Private Plot no. 101(Old Private Plot no. 6), totally admeasuring 00 Hectare, 06.70 Ares, (i.e. 670 Sq.Mtrs.) forming part of the part land particularly described in the schedule II of the said registered Sale Deed having area admeasuring 00 Hectare, 77.75 Ares, from and out of the larger Land, bearing Survey no. 12 revenue village Baner, Taluka Haveli, District Pune, to and in favour of M/S.ASTRUM DEVELOPERS PVT.,LTD.,a Company incorporated under the provisions of Companies Act, 1956, having its Office at :- 91, Kalpataru Synergy, Oppo.Grand Hyatt, Santacruz (East), Mumbai-400 055, and local office at :- 9A, Boat Club Road, Pune-411 001. Based on the above said registered Sale Deed, an effect has been given to the record of rights of the said property, purchased,



vide mutation entry no. 19961 which is certified on 03/09/2014. Accordingly the name of M/S.ASTRUM DEVELOPERS PVT..LTD (Now known as NEO PHARMA PRIVATE LIMITED) has been duly recorded of the revenue records of the said land.

- 45 Pursuant to the above said registered Sale Deed, dated-10/07/2014, the above said previous Owner, Mr.Kachardas Chandannal Munot, has also executed a Power of Attorney, dated - 10/07/2014, registered at Sr.No.4958/2014, in the Office of the Sub Registrar, Haveli no. 15(Pune), to and in favour of M/S.ASTRUM DEVELOPERS PVT.,I.TD., in respect of the said Plot No. 101(Old Private Plot no. 6), totally admeasuring 00 Hectare, 06.70 Ares, (i.e. 670 Sq.Mtrs.).
46. By virtue of a Sale Deed, dated -07/04/2016, registered at Sr.No.5366/2016, in the Office of the Sub Registrar, Haveli no. 10 (Pune), Mr.Prakash Taro Khubchandani, sold out his self-acquired property, bearing Private Plot no. 81(Old Private Plot no. 8), totally admeasuring 00 Hectare, 05.55 Ares, (i.e. 555 Sq.Mtrs.) forming part of the part land particularly described in the schedule II of the said registered Sale Deed having area admeasuring 00 Hectare, 77.75 Ares, from and out of the larger Land, bearing Survey no. 12 revenue village Baner, Taluka Haveli, District Pune, to and in favour of NEO PHARMA PRIVATE LIMITED, a Company incorporated under the Companies Act. 1956, and duly existing under the provisions of the Companies Act, 2013, having its office at :- Kasturi Building, 5th Floor, Jamshedji Tata Road, Churchgate Reclamation, Mumbai-400 020, and its Branch Office at Plot no.2, Level 3 & 4, Galaxy Garden, Next to Starbucks Coffee, North Main Road, Koregaon Park, Pune-411 001. Based on the above said registered Sale Deed, an effect has been given to the record of rights of the said property, purchased, vide mutation entry no. 20724 which is certified on 13/05/2016. Accordingly, the name of NEO PHARMA PRIVATE LIMITED) has been duly recorded of the revenue records of the said land.
47. Pursuant to the above said registered Sale Deed, dated-07/04/2016, the above said previous Owner, Mr.Prakash Taro Khubchandani, has also executed a Power of Attorney, dated - 07/04/2016, registered at Sr.No.5367/2016, in the Office of the Sub Registrar, Haveli no. 10 (Pune),to and in favour of NEO PHARMA PRIVATE LIMITED, in respect of the said property .
48. That the Pune Municipal Corporation, Pune, vide its Ref. No. CC/1263/13, dated - 18/07/2013, granted revised permission to construct multi storied building as per the Plans and Specifications submitted to the Pune Municipal Corporation. After receipt of Commencement Certificate the said Astrum Developers Pvt. Ltd and Dr. Babul Rustomkhan Pathan, made an application to the Collector of Pune District, Pune, for using portion of the said Land for Non-Agriculture purposes. The Collector of Pune District, Pune, vide its Order Ref. No. PMH/NA/SR/761/13, dated 03/12/2013, granted Non-Agriculture use permission of 28671.67 sq. mtrs., newly added



area after deducting 2907.27 sq. mtrs area under 24 mtrs.wide Road and 1411 74 sq. mtrs. for 18 mtrs.,wide road.

49. That the Pune Municipal Corporation, Pune, vide its Ref Nos. CC/1406/2014, dated - 06/08/2014, and Ref.No.CC/0098/2017, dated- 15/04/2017, respectively, the said Astrum Developers Pvt. Ltd and Dr. Babul Rustomkhan Pathan, obtained revised permission to construct multi storied building as per the Plans and Specifications submitted to the Pune Municipal Corporation .
50. That by virtue of a Sale Deed, dated -12/02/1996, registered at Sr. No. 997/1996, in the Office of the Sub Registrar, Haveli no. 4(Pune),the erstwhile Owner, Mr. Minaz Younus Khan Patan,sold Private Plot no. 9, totally admeasuring 465 sq.mtrs., to and in favour of Mrs.Hemangi Nilesh Modi, and based on the above said registered Sale Deed, an effect was given to the record of rights of the said Plot vide mutation entry no. 7824.
51. That thereafter ,by virtue of a Gift Deed, dated -09/09/2016, registered at Sr.No.8397/2016, in the Office of the Joint Sub Registrar, Haveli no. 25 (Pune),the above said Mrs.Hemangi Nilesh Modi,gifted the said Plot no., 9,(old) new No.92, to Mr.Mrugen Nilesh Modi. No effect has so far been given to the record of rights of the said Plot.
52. That by virtue of a Sale Deed, dated -23/03/2017, registered at Sr. No.2720/2017, in the Office of the Sub Registrar, Haveli no. 19(Pune), the above said Mr.Mrugen Nilesh Modi. sold the said Private Plot no. 9, (old) New No.92, totally admeasuring 465 sq.mtrs., to Dr. Babul Rustomkhan Pathan, with the consent of Neo Pharma Pvt.Ltd.,. No effect has so far been given to the record of rights of the said Plot.
53. Pursuant to the above said registered Sale Deed, dated-23/03/2017, the above said previous Owner, Mr.Mrugen Nilesh Modi, has also executed a Power of Attorney, dated - 23/03/2017, registered at Sr.No.2721/2017, in the Office of the Joint Sub Registrar, Haveli no. 19 (Pune), to and in favour of Dr.Babul Rustomkhan Pathan and in favour of his nominee of Neo Pharma Pvt.Ltd., in respect of the said Plot No. 92 (Old Private Plot no.09), totally admeasuring 00 Hectare, 04.65 Ares, (i.e. 465 Sq.Mtrs.).
54. That by virtue of a Sale Deed, dated -12/02/1996, registered at Sr. No. 996/1996, in the Office of the Sub Registrar, Haveli no. 4(Pune),the above said Owner, Mr. Minaz Younus Khan Patan,sold Private Plot no.4,(New Plot no.91) totally admeasuring 465 sq.mtrs., to and in favour of Mr.Deepan Chattrabhuj Kapadia and Mrs.Kunjibala Chattrabhuj Kapadia, and based on the above said registered Sale Deed, an effect was given to the record of rights of the said Plot vide mutation entry no. 7825.
55. That thereafter, one of the above said Owners, Mrs.Kunjibala Chattrabhuj Kapadia,expired intestate on 09/05/1997,leaving behind



her husband, Mr. Chatrabhuj Dwarkadas Kapadia, sons, Mr. Deepan and Ketan Chatrabhuj Kapadia and a daughter, Mrs. Hemangi Nilesh Modi as only heirs .

56. That by virtue of a Release Deed, dated -21/04/2008, registered at Sr. No.2871/2008, in the Office of the Sub Registrar, Haveli no. 15(Pune), the above said Mr. Chatrabhuj Dwarkadas Kapadia, Ketan Chatrabhuj Kapadia and Mrs.Hemangi Nilesh Modi,relinquished all their right, title and interest to and in favour of Mr. Deepan Chatrabhuj Kapadia,without consideration.No effect has so far been given to the record of rights of the said Plot.
57. That by virtue of a Sale Deed, dated -23/03/2017, registered at Sr. No.2707/2017, in the Office of the Sub Registrar, Haveli no. 19(Pune), the above said Mr.Deepan Chatrabhuj Kapadia sold the said Private Plot no. 4,(old) New No.91, totally admeasuring 465 sq.mtrs., to Dr. Babul Rustomkhan Pathan, with the consent of Neo Pharma Pvt.Ltd.,. No effect has so far been given to the record of rights of the said Plot.
58. That by virtue of a Sale Deed, dated -12/02/1996, registered at Sr. No. 998/1996, in the Office of the Sub Registrar, Haveli no. 4(Pune),the erstwhile Owner, Mr. Harun Ibrahim Shaikh, sold Private Plot no. 9,(New Plot no.90) totally admeasuring 465 sq.mtrs., to and in favour of Mr.Ketan Chatrabhuj Kapadia and Beena Ketan Kapadia, and based on the above said registered Sale Deed, an effect was given to the record of rights of the said Plot vide mutation entry no. 7808.
59. That thereafter ,by virtue of a Gift Deed, dated -15/10/2016, registered at Sr.No.8705/2016, in the Office of the Joint Sub Registrar, Haveli no. 11 (Pune),the above said Mr.Ketan Chatrabhuj Kapadia and Beena Ketan Kapadia, gifted the said Plot no., 9,(old) new No.90, to Mr.Ayush Ketan Kapadia. No effect has so far been given to the record of rights of the said Plot.
60. That pursuant to the above said registered Gift Deed, a Correction Deed, dated -17/02/2017, registered at Sr. No.1386/2017, in the Office of the Sub Registrar, Haveli no. 19(Pune), has been executed by and between the above said parties in respect of the said Plot.
61. That by virtue of a Sale Deed, dated -23/03/2017, registered at Sr. No.2714/2017, in the Office of the Sub Registrar, Haveli no.19(Pune),the above said Mr.Ayush Ketan Kapadia, sold Private Plot no. 9,(New Plot no.90) totally admeasuring 465 sq.mtrs., to and in favour of Dr.Babul Rustomkhan Pathan with the consent of Neo Pharama Pvt.Ltd.,.No effect has been given to the record of rights of the said Plot so far.
62. Pursuant to the above said registered Sale Deed, dated-23/03/2017, the above said previous Owner, Mr.Ayush Ketan Kapadia, has also executed a Power of Attorney, dated - 23/03/2017, registered at Sr.No.2715/2017, in the Office of the Joint Sub Registrar, Haveli no. 19 (Pune), to and in favour of Dr.Babul Rustomkhan Pathan and in faovur of nominee of M/S. Neo Pharma Developers Pvt.Ltd, in



respect of the said Plot No. 90 (Old Private Plot no.09), totally admeasuring 00 Hectare, 04.65 Ares, (i.e. 465 Sq.Mtrs.).

63. Pursuant to the above said registered Sale Deeds, dated-23/03/2017 respectively, and pursuant to Agreement dated 25/05/2012 executed between Dr.Babul Rustomkhan Pathan and M/S. Neo Pharma Developers Pvt.Ltd, they have executed a Supplementary Agreement dated 03/07/2017 wherein the parties of the said deed have agreed and decided to consolidate their respective holdings and to amalgamate the same for effecting the full composite and complete development scheme as the project property which is mentioned in the schedule x of the said Supplementary Agreement which is registered in the office of Sub-Registrar Haveli No. 1) under Sr.No.5182/2017 as per the terms and conditions mentioned therein. Pursuant to the said Supplementary Agreement Dr.Babul Rustomkhan Pathan has also executed a Power of Attorney, dated - 03/07/2017, registered at Sr.No.5184/2017, in the Office of the Joint Sub Registrar, Haveli No.1, to and in favour of the nominee of M/S. Neo Pharma Developers Pvt.Ltd, in respect of the said enhanced area as mentioned in the said Supplementary Agreement dated 03/07/2017.
64. As per the Honourable High Court ,Bombay, Order ,dated - 04/09/2015, passed in Company Scheme Petition No.409 of 2015, connected with Company Summons for Direction No.312 of 2015 , Company Scheme Petition No.410 of 2015 connected with Company Summons for Direction No. 313 of 2015 and Company Scheme Petition No.411 of 2015 connected with Company Summons Direction No.314 of 2015,under the provisions of Sections 391 to 394, read with Sections 100-103 of the Companies Act, 1956,and Section of 52 of Companies Act, 2013,the Astrum Developers Private Limited. is amalgamated and merged with NEO PHARMA PRIVATE LIMITED. Therefore, whatever the assets, liabilities, contracts, etc., pertaining to any properties, have been transferred to and in favour of NEO PHARMA PRIVATE LIMITED. The contents of the Order passed by the Honorable High Court , Bombay, be treated to be a part and parcel of this Report.
65. That to ascertain the objections, if any, public notices, have also been published Daily Pudhari Newspaper, on 6/12/2008 & Daily Prabhat and Indian Express Newspaper, both dated-15/02/2012, 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 properties.
66. Subject to whatever stated herein above and observations, I am of the opinion that title of [1] Dr. Babul Rustomkhan Pathan and title of [2] M/s. Neo Pharma Pvt.Ltd. (Formerly known as Astrum Developers Pvt. Ltd.) to the lands more particularly meniotned in the schedule II written hereunder is clean, clear and marketable and free from any encumbrances and Neo Pharma Pvt.Ltd. (Formerly known as Astrum Developers Pvt. Ltd.) is entitled to develop land owned and held under various development agreements by Dr. Babul Rustomkhan Pathan jointly with Dr. Babul Rustomkhan Pathan as per the terms and conditions agreed vide said registered Agreement, dated 25-05-2012 and Supplementary Deed, dated -03/07/2017.



**SCHEDULE-I
(BEING DESCRIPTION OF LARGER PROPERTY),**

All that piece and parcel of property, bearing Survey no.12, admeasuring 68,300 sq. mtrs., being lying and situate at Village Baner, Tal-Haveli, District-Pune, and within the local limits of Pune Municipal Corporation and within the jurisdiction of Sub Registrar, Haveli and bounded as follows :-


- | | | |
|-------------------------|----|--|
| On or towards the East | :- | By property, Survey no. 7 and mountain, |
| On or towards the South | :- | By portion of the property, Survey no.13, |
| On or towards the West | :- | By Nalah, |
| On or towards the North | :- | By portion of the property, Survey nos. 9,10 and 11. |

**SCHEDULE-II
(BEING DESCRIPTION OF THE PROJECT PROEPRTY),**

All that piece and parcel of property, admeasuring 58.294.99 sq.mtrs., plus area admeasuring about 964.5 sq.mtrs., +1395 sq.mtrs., (after excluding an area of 3167.77 sq.mtrs., falling under 24 mtres., wide DP road and an area of 1,411.74 sq. mtrs., falling under 18 mtr.wide DP Road)out of an area of 65,234 sq.mtrs.,being part of the Larger Property described in SCHEDULE-I above and is bounded as follows:-

- | | | |
|-------------------------|----|--|
| On or towards the East | :- | By property, Survey no. 7 and mountain, |
| On or towards the South | :- | By portion of the property, Survey no.13, |
| On or towards the West | :- | By Nalah, |
| On or towards the North | :- | By portion of the property, Survey nos. 9,10 and 11. |

This is the Search and Title Report.
PUNE, 10/07/2017


(DADASAHEB V. NANEKAR)
ADVOCATE

