

M/S. RAJIV PATEL & ASSOCIATES

ADVOCATES

25, United Apartments, 1st Floor, 2407, Gen. Thimayya Marg. (East Street), Pune - 411001.

Ref No. :

Date :

CERTIFICATE OF TITLE

Re: The contiguous block of land admeasuring 10,724.80 sq.mtrs formed of all those pieces and parcel of land or ground admeasuring 7725 sq.mtrs, 2814 sq.mtrs, 92.90 sq.mtrs and 92.90 sq.mtrs being portions of the land admeasuring Hectares 01=20 Ares bearing Survey No.63 Hissa No.1/1 situate, lying and being at Village Kharadi within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune and which contiguous block of land admeasuring 10,724.80 sq.mtrs is bounded as follows, that is to say:-

On or towards the East	:By remaining part of Survey No.63 and Survey No.64, Kharadi.
On or towards the South	:By Survey No.64, Kharadi.
On or towards the West	:By remaining portion of Survey No.63, Kharadi.
On or towards the North	:By remaining portion of Survey No.63, Kharadi.

We have been instructed by ONYX PROMOTERS LLP, a Limited Liability Partnership firm duly constituted under the provisions of the Limited Liability Partnership Act, 2008 having its Registered Office at 301, 3rd Floor, "Marvel Alaina", Lane No.5, Koregaon Park, Pune 411001, to investigate the title of (I) SMT.PADMAVATI BHIKU PATHARE, SHRI.MAHADEO BHIKU PATHARE, SMT.JAISHREE RAJARAM PATHARE, KUMAR ROHAN RAJARAM PATHARE and SOU.LALITA GULAB TAPKIR, (II) SHRI.CELESTINO MOTES SALDHANA (III) SOU.ARUNA SAHEBRAO TAMBE and (IV) SOU.PRAYAG VITHAL KEDAR to their



respective holdings in the above captioned contiguous block of land and the beneficial title of the said ONYX Promoters LLP to the same. We have carried out such investigation and our observations in respect thereof are as under:-

- 1) One Bhiku Rangnath Pathare was the owner of all that piece and parcel of agricultural land or ground then admeasuring 35 Acres 05 Gunthas bearing Survey No.63, Village Kharadi, Taluka Haveli, District Pune.
- 2) The said Bhiku Rangnath Pathare availed of a Loan from the Government for purchase of livestock and, as security for repayment of such loan, a Charge on account of "Baeel Tagai" was entered in the "Other Rights" Column of the VII/XII Extract pertaining to the said land bearing Survey No.63, Kharadi, Pune vide Mutation Entry No.787 dated 24.10.1964.
- 3) The said Bhiku Rangnath Pathare availed of a loan from the Pune Zilla Sahakari Bhu Vikas Limited and a charge in favour of the said Bank was created on the said land bearing Survey No.63, Kharadi, Pune as security for due repayment of the said loan. Such charge in favour of the said Bank was entered in the "Possessory" column of the VII/XII Extract pertaining to the said land bearing Survey No.63, Kharadi, Pune and the name of the said Bhiku Rangnath Pathare was transferred to the "Other Rights" column thereof vide Mutation No.828. However, on repayment of all the dues of the said Bank by the said Bhiku Rangnath Pathare, the name of the said Pune Zilla Sahakari Bhu Vikas Limited was deleted from the "Possessory" column thereof as the

said Bank released its charge on the said land and the name of the said Bhiku Rangnath Pathare was re-entered as the holder thereof vide Mutation Entry No.1473 dated 02.05.1981.

- 4) The provisions of the Maharashtra Weights & Measures Act, 1958 and of the Indian Coinage Act, 1955 were made applicable to Village Kharadi and, accordingly, the area of the said land bearing Survey No.66, Kharadi was shown to be "Hectares 14=21 Ares" instead of 35 Acres 5 Gunthas vide Mutation Entry No.865 dated 05.12.1968.
- 5) In or around the year 1975, the said land bearing Survey No.63, Village Kharadi [and certain other lands in the said Village] were earmarked for acquisition for the Maharashtra Industrial Development Corporation. However, as the Maharashtra Industrial Development Corporation did not require the said land, such acquisition proposal was dropped. Such proposed acquisition and the deletion thereof was given effect to in the Revenue Record vide Mutation Entry No.1172 dated 19.02.1975 and Mutation Entry No.3576 dated 04.07.1991 respectively.
- 6) Pursuant to application made by the said Bhiku Rangnath Pathare in that behalf, the name of his brother, Chandrakant Rangnath Pathare, was entered on the VII/XII Extract pertaining to the said land bearing Survey No.63, Village Kharadi, Taluka Haveli, District Pune as the holder of an one-half share therein vide Mutation Entry No.2885 dated 11.05.1990.



- 7) vide a Deed of Partition dated 13.05.1993 (duly registered under Serial No.677 of 1993 with the Sub-Registrar, Haveli VII, Pune), the said Bhiku Rangnath Pathare and Chandrakant Rangnath Pathare partitioned the said land bearing Survey No.63, Kharadi, Pune amongst themselves and, on such partition, a portion admeasuring Hectares 05=19.50 Ares out of the said land bearing Survey No.63, Kharadi, Pune came to the share of the said Bhiku Rangnath Pathare and which portion admeasuring Hectares 05=19.50 Ares out of the said land bearing Survey No.63, Kharadi, Pune so coming to the share of the said Bhiku Rangnath Pathare was assigned "Hissa No.1" of Survey No.63, Kharadi, Pune.
- 8) Further, vide a Deed of Partition dated 13.05.1993 (duly registered under Serial No.678 of 1993 with the Sub-Registrar, Haveli VII, Pune), the said Bhiku Rangnath Pathare and the members of his family partitioned the said bearing Survey No.63 Hissa No.1, Kharadi, Pune amongst themselves and, on such partition a portion admeasuring Hectares 01=20 Ares out of the said land bearing Survey No.63, Kharadi, Pune came to the share of the said Bhiku Rangnath Pathare and which portion admeasuring Hectares 01=20 Ares out of the said land bearing Survey No.63 Hissa No.1, Kharadi, Pune coming to the share of the said Bhiku Rangnath Pathare was assigned "Pot Hissa No.1" of "Hissa No.1" of Survey No.63, Kharadi, Pune. Effect of such partition was given on the concerned Revenue Record vide Mutation Entry No.4658 dated 29.10.1993.

- 9) (i) The said Bhiku Rangnath Pathare agreed to sell the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune to one K.S. Lamba.
- (ii) Certain disputes arose between the said Bhiku Rangnath Pathare on the one hand and K.S. Lamba on the other hand as a result whereof the said K.S. Lamba, the said K.S. Lamba filed a Civil Suit bearing No.1347 of 1997 in the Court of the Civil Judge, Senior Division, Pune and Pune against the said Bhiku Rangnath Pathare and certain Others seeking specific performance of such agreement arrived at by and between the said Bhiku Rangnath Pathare and.
- (iii) The said K.S. Lamba assigned and transferred all and whatsoever his beneficial claim and interest under such agreement and in the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune to/in favour of one Lucy Celestino Saldhana.
- (iv) Pursuant to an amicable settlement arrived at by and between the said Bhiku Rangnath Pathare, the said K.S. Lamba and the said Lucy Celestino Saldhana, the said Bhiku Rangnath Pathare agreed to assign, transfer and convey a portion admeasuring Hectares 00=30 Ares out of the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune to/in favour of the said Lucy Celestino Saldhana and, accordingly, the said Bhiku Rangnath Pathare, executed a Power of Attorney on 07.01.2000 to/in favour of the said Lucy Celestino Saldhana in respect of the said portion admeasuring Hectares 00=30 Ares out of the said land bearing



Survey No.63 Hissa No.1/1, Kharadi, Pune thereby authorising her to sell/transfer the same to any person or party.

- 10) The said Bhiku Rangnath Pathare died intestate on 15.04.2004, leaving behind him as his only heirs and next-of-kin his widow namely, Padmavati Bhiku Pathare, his son namely, Mahadeo Bhiku Pathare, his daughter-in-law namely, Jaishree Rajaram Pathare, his grandson namely, Master Rohan Rajaram Pathare and his daughter namely, Lalita Gulab Tapkir.
- 11) Vide two separate Deeds of Sale both dated 07.05.2004 (duly registered under Serial Nos.1862 and 1963 of 2004 with the Sub-Registrar, Haveli VII, Pune), the said Bhiku Rangnath Pathare (by the hand of his duly constituted attorney, the said Lucy Celestino Saldhana) assigned, transferred, assured and conveyed portions admeasuring 92.90 sq.mtrs (1000 sq.ft.) and 92.90 sq.mtrs (1000 sq.ft.) out of the said portion admeasuring Hectares 00=30 Ares out of the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune to/in favour of the said Aruna Sahebrao Tambe and Prayag Vithal Kedar. The names of the said Aruna Sahebrao Tambe and Prayag Vithal Kedar were duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune as the holders of the said portions admeasuring 92.90 sq.mtrs (1000 sq.ft.) and 92.90 sq.mtrs (1000 sq.ft.) thereof vide Mutation Entry Nos.15399 and 15400 both dated 21.03.2005 respectively.

- 12) Vide a Deed of Gift dated 09.08.2005 (duly registered under Serial No.6820 of 2005 with the Sub-Registrar, Haveli VII, Pune), the said Bhiku Rangnath Pathare gifted the remaining are admeasuring Hectares 00=28.14 Ares (i.e. 2814 sq.mtrs) out of the said portion admeasuring Hectares 00=30 Ares out of the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune to/in favour of the said Celestino Motes Salldhana. The name of the said Celestino Motes Salldhana was duly entered on the VII/XII Extract pertaining to the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune as the holder of the said portion admeasuring 2814 sq.mtrs thereof vide Mutation Entry No.15624 dated 18.08.2005.
- 13) In the circumstances, the said PADMAVATI BHIKU PATHARE, MAHADEO BHIKU PATHARE, JAISHREE RAJARAM PATHARE, (4) ROHAN RAJARAM PATHARE and LALITA GULAB TAPKIR are the owners of a portion admeasuring 7725 sq.mtrs, the said CELESTINO MOTES SALDHANA is the owner of a portion 2814 sq.mtrs and the said ARUNA SAHEBRAO TAMBE and PRAYAG VITHAL KEDAR are the owners of portions admeasuring 92.90 sq.mtrs and 92.90 sq.mtrs respectively out of the said land admeasuring Hectares 01=20 Ares bearing Survey No.63 Hissa No.1/1, Kharadi, Pune.
- 14) Vide an Agreement for Development dated 15.10.2005 (duly registered under Serial No.8938 of 2005 with the Sub-Registrar, Haveli VII, Pune) executed by and between the said Padmavati Bhiku Pathare, Mahadeo Bhiku Pathare, Jaishree Rajaram Pathare, Rohan Rajaram Pathare and the said Lalita Gulab Tapkir of the One Part and M/s.Khestrapal



Developers, a proprietary concern with Shri.Pramod Thanmal Palresha as its Sole Proprietor having its Office at Vadgaonsheri, Pune 411014, of the Other Part, the said Padmavati Bhiku Pathare and Others granted rights of development of their said holding admeasuring 7725 sq.mtrs out of the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune to/in favour of the said M/s.Khestrapal Developers at or for the consideration and on the terms and conditions therein contained.

- 15) Vide an Agreement for Development dated 15.10.2005 (duly registered under Serial No.8940 of 2005 with the Sub-Registrar, Haveli VII, Pune) executed by and between the said Celestino Motes Saldhana of the One Part and the said M/s.Khestrapal Developers of the Other Part, the said Celestino Motes Saldhana granted rights of development of his said holding admeasuring 2814 sq.mtrs out of the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune to/in favour of the said M/s.Khestrapal Developers at or for the consideration and on the terms and conditions therein contained.
- 16) Vide an Agreement for Development dated 17.01.2006 (duly registered under Serial No.3159 of 2006 with the Sub-Registrar, Haveli V, Pune) executed by and between the said M/s.Khestrapal Developers of the One Part and the said M/s.Sukhwani Realities of the Other Part, the said M/s.Khestrapal Developers assigned and transferred all and whatsoever its beneficial right, title and interest in the said portions admeasuring 7725 sq.mtrs and 2814 sq.trrs out of the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune and the benefit factor of the

said two Agreements for Development both dated 15.10.2005 to to/in favour of the said M/s.Sukhwani Realities at or for the consideration and on the terms and conditions therein contained.

- 17) Vide an Agreement for Development dated 18.09.2006 (duly registered under Serial No.6594 of 2006 with the Sub-Registrar, Haveli VII, Pune) executed by and between the said Aruna Sahebrao Tambe and Prayag Vithal Kedar of the One Part and the said M/s.Sukhwani Realities of the Other Part, the said Aruna Sahebrao Tambe and Prayag Vithal Kedar granted rights of development of their said respective holdings admeasuring 92.90 sq.mtrs and 92.90 sq.mtrs out of the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune to/in favour of the said M/s.Sukhwani Realities at or for the consideration and on the terms and conditions therein contained.
- 18) In the circumstances, the said M/s.Sukhwani Realities came to hold the rights of development and purchase of the above captioned contiguous block of land.
- 19) (i) On the coming into force of the Urban Land (Ceiling & Regulation) Act, 1976, the said Bhiku Rangnath Pathare filed his Statement of vacant urban land held by him in Pune Urban Agglomeration, which included his holding out of the land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune.
(ii) Proceedings under the provisions of Sub-Section (3) of Section 8 of the Urban Land (Ceiling & Regulation) Act, 1976 were duly held by



the Deputy Collector and Competent Authority, Pune Urban Agglomeration and which Proceedings culminated in an Order dated 30.10.1993 made under the provisions of Sub-Section (4) of Section 8 of the said Act in Case No.307-PA-175.

(iii) Under the said Order dated 30.10.1993 made under the provisions of Sub-Section (4) of Section 8 of the said Act, the said holding of Bhiku Rangnath Pathare out of said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune was excluded from his holding of vacant urban land in Pune Urban Agglomeration on the ground that the same was in the "Agricultural" Zone under the Master Plan then in force for Pune Metropolitan Region.

(iv) Under the new Regional Plan for Pune Metropolitan Region implemented with effect from 10.02.1998, the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune was included in the "Residential" Zone.

(v) The said Bhiku Rangnath Pathare filed a fresh Return of his holding of vacant urban land in Pune Urban Agglomeration with the Deputy/ Additional Collector and Competent Authority, Pune Urban Agglomeration wherein his holding out of the said land bearing Survey No.63, Kharadi, Pune was included.

(vi) Vide his Order dated 12.07.2006, the Deputy/ Additional Collector and Competent Authority, Pune Urban Agglomeration held a portion

admeasuring 7600 sq.mtrs. out of the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune.

(vii) Pursuant to application made in that behalf by the said heirs of the said Late Bhiku Rangnath Pathare, the Additional Collector and Competent Authority, Pune Urban Agglomeration and Ex-Officio Deputy Secretary to Government in Urban Development Department and the Secretary Technical Scrutiny Committee vide his Order dated 25.07.2006 made under the provisions of Sub-Section (1)(a) of Section 20 of the Urban Land (Ceiling & Regulation) Act, 1976 exempted the said surplus portion admeasuring 7600 sq.mtrs. out of their said holding out of land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune on the terms, conditions and stipulations therein contained.

(viii) The terms and conditions contained in the Order of Exemption dated 25.07.2006 were modified vide a Corrigendum thereto dated 06.05.2016 issued by the Additional Collector and Competent Authority, Pune Urban Agglomeration and Ex-Officio Deputy Secretary to Government in Urban Development Department.

(ix) As mentioned above, portions aggregating in area to Hectares 00=30 Ares equivalent to 3000 sq.mtrs. out of the holding of the said Bhiku Rangnath Pathare admeasuring Hectares 01=20 Ares equivalent to 12000 sq.mtrs. were alienated by him / his heirs. As stated above, a portion admeasuring 7600 sq.mtrs. out of the said holding admeasuring 12000 sq.mtrs. of the said Bhiku



Rangnath Pathare was declared to be "surplus" in his hands under the Urban Land (Ceiling & Regulation) Act, 1976 leaving a portion admeasuring 4400 sq.mtrs. as "Retainable" Land in his hands. Hence, the alienated portions aggregating to 3000 sq.mtrs. can be treated as being out of the said "Retainable" portion of 4400 sq.mtrs.

- 20) Vide an Agreement dated 27.10.2016 (duly registered under Serial No.13653 of 2016 with the Sub-Registrar, Haveli III, Pune) the said M/s.Sukhwani Realities assigned and transferred the benefit factor of the said Agreements for Development dated 17.01.2006 and 18.09.2006 (referred to in Paragraphs 16 and 17 hereinabove) in respect of the above captioned contiguous block of land to/in favour of Classic Promoters and Builders Private Limited and M/s.Atul Builders having their Office at "Solitaire World", Survey No.36/1/1, Baner, Pune 411045 at or for the consideration and on the terms and conditions therein contained.
21. Vide an Agreement dated 21.11.2016 (duly registered under Serial No.10680 of 2016 with the Sub-Registrar, Haveli VIII, Pune) the said Classic Promoters and Builders Private Limited and the said M/s.Atul Builders assigned and transferred their beneficial interest in the above captioned contiguous block of land to/in favour of the said Onyx Promoters LLP at or for the consideration and on the terms and conditions therein contained.

22. The said ONYX Promoters LLP has created a mortgage of the present and future Transferable Development Rights, utilized unutilized Floor Space Index and all other rights and benefits accrued or accruing thereto to the said Onyx Promoters LLP including the rights of development of the above captioned contiguous block of land in favour of CAPRI GLOBAL CAPITAL LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and registered with the Reserve Bank of India as a non-banking financial company bearing Registration No.B-13.01882 dated 05.11.2007, having its Registered Office at 1-B, 1st Floor, Court Chambers, 35, Sir Vithaldas Thackersey Marg, New Marine Lines, Mumbai 400020 vide a Indenture of Mortgage dated 24.11.2016 (duly registered under Serial No.10769 of 2016 with the Sub-Registrar, Haveli VIII, Pune) read with an Amendment thereto dated 15.12.2016 (duly registered under Serial No.10453 of 2016 with the Sub-Registrar, Haveli XXIII, Pune) as security of re-payment of a Term Loan granted by the said Capri Global Capital Limited to the said ONYX Promoters LLP for implementation of the Project on the above captioned contiguous block of land together with interest thereon.
23. As part of investigation of title of the said Owners to their respective holdings in the above captioned contiguous block of land, we had Notices in the usual form published in the Daily Newspapers "Indian Express" and "Prabhat" and which notices appeared on 22.07.2016 and 23.07.2016 respectively. We have not received any legally tenable or substantial claim from any person or party in response to our said notice.



- 24) As part of such investigation of title carried out by us, We have inspected the relevant Revenue Record in respect of the said land bearing Survey No.63 Hissa No.1/1 (earlier bearing Survey No.63), Village Kharadi, Pune from the year 1953/54 onwards. Perusal of such Revenue Record has not disclosed any fact or circumstance prejudicial to the title of the said Owners to their respective holdings in the above captioned contiguous block of land.
- 25) We have had search of the available and unmutilated Index II Record pertaining to the said land bearing Survey No.63 Hissa No.1/1, Kharadi, Pune carried for the past thirty years in the Offices of concerned Sub-Registrars of Assurances, Haveli, Pune. Such search disclosed no entry prejudicial to the title of the said Owners to their respective holdings in the above captioned contiguous block of land and/or the beneficial title of the said ONYX Promoters LLP to the same or any outstanding encumbrances [save and except the said mortgage held by the said Capri Global Capital Limited] on or in respect thereof.
- 26) We have been informed by the said ONYX Promoters LLP that all originals of the deeds/documents pertaining to the above captioned contiguous block of land has been deposited by the said ONYX Promoters LLP with the said Capri Global Capital Limited.

As a result of such investigation of title carried out by us, subject to what is stated above, we are of the opinion that the title of the said **(I)** SMT.PADMAVATI BHIKU PATHARE, SHRI.MAHADEO BHIKU PATHARE,

SMT.JAISHREE RAJARAM PATHARE, KUMAR ROHAN RAJARAM PATHARE and SOU.LALITA GULAB TAPKIR, **(II)** SHRI.CELESTINO MOTES SALDHANA **(III)** SOU.ARUNA SAHEBRAO TAMBE and **(IV)** SOU.PRAYAG VITHAL KEDAR to their said respective holdings in the above captioned contiguous block of land and the beneficial title of the said M/S.ONYX PROMOTERS LLP to the same is free, clear and marketable and that there are no outstanding encumbrances [save and except the said mortgage held by the said Capri Global Capital Limited] on or in respect thereof as far as can be diligently ascertained.

Dated this 14th day of June, 2017.



M/S. RAJIV PATEL & ASSOCIATES

A handwritten signature in green ink, appearing to read "Rajiv Patel".

PROPRIETOR



CHALLAN
MTR Form Number-6

GRN MH002256451201718E		BARCODE 		Date: 13/05/2017-08:24:53		Form ID	
Department Inspector General Of Registration				Payer Details			
Search Fee				TAX ID (If Any)			
Type of Payment Other Items				PAN No.(If Applicable)			
Office Name HVL1_HAVELI NO1 SUB REGISTRAR				Full Name		ADV KAILASH M THORAT	
Location PUNE							
Year 2017-2018 One Time				Flat/Block No.		SURVEY NO 63/1/1	
Account Head Details			Amount In Rs.	Premises/Building			
0030072201 SEARCH FEE			300.00	Road/Street		KHARADI	
				Area/Locality		PUNE	
				Town/City/District			
				PIN			
				Remarks (If Any)			
				SEARCH FEE FOR TWO YEARS FROM 2016 TO 2017			
Total				300.00	Amount In		Three Hundred Rupees Only
				Words			
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	00040572017061367070	IK00FEJOE9
Cheque/DD No.				Date		13/05/2017-08:25:28	
Name of Bank				Bank-Branch		STATE BANK OF INDIA	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document.
सदर चालन "टाइप ऑफ पेमेंट" मध्ये नमूद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न झालेल्या दस्त्यासाठी लागू नाही.

