

P. M. KHIRE

B. Sc. (Hons.) LL. B.
Advocate

"SAKET"

44/54, Navsahyadri Society,
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Date : 20.05.2021

FORMAT - A

(Circular No. : 28/2021)

To,

Maha RERA

Housefin Shavan, Plot No.C-21 ,

E-Slock, Sandra Kurla Complex ,

Sandra (E), Mumbai 400051.

LEGAL TITLE REPORT

Sub. : Title clearance certificate with respect to Gat Nos.262, 263, 269, 270, 271, 272, 273, 274, 275 and 276 situated at Mouje Kirakatawadi, Taluka Haveli, District Pune (hereinafter referred as the said Land)

I have investigated the title of the said Land on the request of M/s Pate Future Constructions LLP and following documents i.e.:-

1. DESCRIPTION OF THE PROPERTY -

All that piece and parcel of land and ground admeasuring an area of 68500 sq. mtr. comprising Gat Nos. 262 admeasuring 19 Are, Gat No. 263 admeasuring 42 Are, Gat No. 269 admeasuring 67 Are, Gat No. 270 admeasuring 97 Are, Gat No. 271 admeasuring 39 Are, Gat No. 272 admeasuring 1 Hector 42 Are, Gat No. 273 admeasuring 39 Are , Gat No. 274 admeasuring 76 Are, Gat No. 275 admeasuring 84 Are and Gat No. 276 admeasuring 80 Are [now comprising Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No. 1 admeasuring 443.68 Are, Gat No. 262/263/269/270/271/272/273/274/275/276/Plot



No. 2 admeasuring 102.75 Are, Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No. 3 admeasuring 68.5 Are and Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No. 4 admeasuring 70.07 Are], situate at Mouje Kirakatawadi within the Registration Sub District Taluka Haveli, District Pune and within the limits of Zilla Parishad, Pune and Grampanchayat Kirakatawadi and bounded as follows :-

On or towards the East	By boundary of Dhayari village
On or towards the South	By Gat Nos.277 , 281 , 282 , 283 and 284
On or towards the West	By Gat Nos. 261, 264, 268
On or towards the North	By Gat No.268 and boundary of Dhayari village

2. THE DOCUMENTS OF ALLOTMENT OF LAND -

- a] Copies of 7/12 extracts of (i) Gat Nos. 262 , 263 , 269 , 270 , 271 , 274 and 275 for the period 1975-76 to 2012-13, (ii) Gat No. 272 for the period 1975-76 to 2014-15 ; (iii) Gat No. 273 for the period 1975-76 to 2015-16; (iv) Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No. 1; (v) Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No. 2; (vi) Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No. 3; and (vii) Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No. 4.
- b] Copies of relevant mutation entries.
- c] Copy of Sale Deed dated 27.04 .1995 by Sou. Anjanibai Nivrutti Daravatkhar in favour of Shri Rajiv Purushottam Bodas, registered at the Office of Sub Registrar Haveli-9 at Serial No. 2733/1995.
- d] Copy of Sale Deed dated 19.04.1994 by Shri Lakshman Nanasaheb Hagawane and others in favour of Shri Rajiv Purushottam Bodas, registered at the Office of Sub Registrar Haveli-9 at Serial No. 11013/1996.
- e] Copy of Sale Deed dated 08.07.1993 by Shri Maruti Bhairu Hagawane and others in favour of Shri Rajiv Purushottam Bodas, registered at the Office of Sub Registrar Haveli-9 at Serial No. 2508/1993.



- f] Copy of Sale Deed dated 13.01. 1994 by Shri Chandrakant/Ramachandra Shausaheb Hagawane and others in favour of Shri Rajiv Purushottam Sodas, registered at the Office of Sub Registrar Haveli-9 at Serial No. 12661/1996.
- g] Copy of Sale Deed dated 17.09 . 1993 by Shri Sanjay Nathu Hagawane and others in favour of Shri Rajiv Purushottam Bodas, registered at the Office of Sub Registrar Haveli-9 at Serial No. 11944/1996.
- h] Copy of Sale Deed dated 07 .07 . 1995 by Shri Maruti Bhairu Hagawane and others in favour of Shri Rajiv Purushottam Bodas, registered at the Office of Sub Registrar Haveli-9 at Serial No 12664/1996.
- i] Copy of Sale Deed dated 07 .07 .1995 by Shri Tukaram Shairu Hagawane and others in favour of Shri Rajiv Purushottam Bodas, registered at the Office of Sub Registrar Haveli-9 at Serial No. 12663/1996.
- j] Copy of Sale Deed dated 17.07. 1993 by Shri Tukaram Bhairu Hagawane and others in favour of Shri Rajiv Purushottam Bodas, registered at the Office of Sub Registrar Haveli-9 at Serial No. 1052/1993.
- k] Copy of Sale Deed dated 23.07 . 1996 by Shri Chandrakant/Ramachandra Shau Hagawane and others in favour of Shri Rajiv Purushottam Sodas , registered at the Office of Sub Registrar Haveli-9 at Serial No. 6696/1996.
- l] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Bodas in favour of Sou. Shaila Dilip Lonkar, registered at the Office of Sub Registrar Haveli-9 at Serial No. 4347/1999 .
- m] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Sodas in favour of Shri Vijaykumar Govind Tamhane , registered at the Office of Sub Registrar Haveli-9 at Serial No. 4353/1999 .
- n] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Bodas in favour of Shri Shashi Anant Vaidya,

registered at the Office of Sub Registrar Haveli-9 at Serial No. 4348/1999.

- o] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Bodas in favour of Shri Subhash Kisonlal Lodha, registered at the Office of Sub Registrar Haveli-9 at Serial No. 4354/1999.
- p] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Bodas in favour of Shri Prakash Kisonlal Lodha, registered at the Office of Sub Registrar Haveli-9 at Serial No. 4351/1999.
- q] Copy of Development Agreement dated 01.06. 1999 by Shri Rajiv Purshottam Bodas in favour of Shri Subhash Anant Vaidya , registered at the Office of Sub Registrar Haveli-9 at Serial No. 4352/1999.
- r] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Bodas in favour of Shri Shashi Anant Vaidya , registered at the Office of Sub Registrar Haveli-9 at Serial No. 4350/1999.
- s] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Bodas in favour of Shri Subhash Anant Vaidya , registered at the Office of Sub Registrar Haveli-9 at Serial No. 4349/1999.
- t] Copies of Irrevocable General Powers of Attorney dated 01.06.1999 by Shri Rajiv Purshottam Bodas in favour of Shri Shashi Anant Vaidya and Shri Prakash Kisonlal Lodha and authenticated before the Sub Registrar Haveli at Sr. Nos. 73/1999 to 80/1999.
- u] Copy of Release Deed dated 11.04.2011 by Sou. Ashabai Shivaji Dhawade and another in favour of Shri Ramachandra/ Chandrakant Bhausahab Hagawane and others, registered at the Office of Joint Sub Registrar Haveli-16 at Serial No.3764/2011.
- v] Copy of Gift Deed dated 13.04.2011 by Shri Ramachandra/ Chandrakant Bhausahab Hagawane and others in favour of Sou.



Ashabai Shivaji Dhawade, registered at the Office of Joint Sub Registrar Haveli-16 at Serial No. 3766/2011.

- w] Copy of Gift Deed dated 13.04.2011 by Shri Ramachandra/ Chandrakant Shausaheb Hagawane and others in favour of Sou. Saguna Saburao Murakute, registered at the Office of Joint Sub Registrar Haveli-16 at Serial No. 3765/2011.
- x] Copy of Cancellation Deed dated 08.06.2014 between Shri Rajiv Purushottam Sodas and Shri Subhash Anant Vaidya and another, registered at the Office of Joint Sub Registrar Haveli-22 at Serial No. 5065/2014.
- y] Copy of Cancellation Deed dated 08.06.2014 between Shri Rajiv Purushottam Sodas and Shri Subhash Anant Vaidya and another, registered at the Office of Joint Sub Registrar Haveli-22 at Serial No. 5066/2014.
- z] Copy of Deed of Confirmation dated 14.11.2014 between Shri. Rajiv Purushottam Sodas and Smt. Suneela Shashi Vaidya and others, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 7560/2014.
- aa] Copy of Deed of Confirmation dated 14.11.2014 between Shri. Rajiv Purushottam Sodas and Smt. Suneela Shashi Vaidya and others, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 7563/2014.
- ab] Copy of Deed of Release dated 14.11.2014 by Shri. Rajesh Shashi Vaidya and another in favour of Smt. Suneela Shashi Vaidya, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 7564/2014.
- ac] Copy of Deed of Release dated 14.11.2014 by Shri. Rajesh Shashi Vaidya and another in favour of Smt. Suneela Shashi Vaidya, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 7565/2014.
- ad] Copy of Limited Liability Partnership Agreement dated 07.05.2015 of Pate Future Constructions LLP, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 2807/2015.



- ae] Copy of Irrevocable General Power of Attorney dated 07.05.2015 by Shri. Rajiv Purushottam Sodas and others in favour of Shri. Nilesh Balakrishna Pate and others, registered at the Office of joint Sub Registrar Haveli-9 at Serial No. 4/2808/2015.
- af] Copy of Development Agreement dated 18.09.2015 by Shri. Ramachandra alias Chandrakant Shau Hagawane and others in favour of M/s. Pate Future Constructions LLP, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 5829/2015.
- ag] Copy of General Power of Attorney dated 18.09.2015 by Shri. Ramachandra alias Chandrakant Shau Hagawane and others in favour of M/s. Pate Future Constructions LLP, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 5830/2015.
- ah] Copy of ULC Order dated 27.05.1998 by Deputy Collector and Competent Authority No. 11, Pune Urban Agglomeration.
- ai] Copies of plaint of Regular Civil Suit No. 197/2006 dated 13.02.2006 and Judgment and Decree dated 29.06.2010.
- aj] Copy of Regular Civil Appeal No. 892/2012 and Judgment and Decree dated 28.07.2014.
- ak] Copy of sanctioned Layout Plan.
- al] Copy of Zone Certificate dated 17.08.2012.
- am] Copy of NA Order dated 03.12.2014.
- an] Copy of Environmental Clearance Certificate.
- ao] Copy of Public Notice dated 09.10.2015 in Daily Prabhat.
- ap] Copy of plaint in RCS No. 1752/2014 dated 22.10.2014.
- aq] Typed copy of written statement of Defendant No. 1.
- ar] Copy of Deed of Mortgage dated 02.02.2016 by Mis. Pate Future Constructions LLP and another in favour of PNS Housing Finance Ltd, registered at the Office of Joint Sub Registrar Haveli-19 at Serial No. 1321/2016.
- as] Copy of Agreement dated 16.03.2017 between M/s. Pate Future Constructions LLP and Shri. Rajiv Purushottam Sodas, registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 1958/2017.



- at] Copy of Easement Agreement dated 16.03.2017 between M/s. Sanghvi Combines and M/s. Pate Future Constructions LLP, registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 1959/2017.
- au] Copies of Search Reports dated 10.10.2015, 01.06.2017, 07.02.2019, 11.03.2020 and 13.05.2021.
- av] Copy of letter of PNB Housing Finance Ltd. dated 20.10.2015.
- aw] Copy of Facility cum Mortgage Agreement dated 31.10.2018 by M/s. Pate Future Constructions LLP and another in favour of Pracaya Financial Services Private Ltd, registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 8843/2018.
- ax] Copy of letter of Tahasildar , Haveli dated 06.11.2019.
- ay] Letter of PNB Housing Finance Ltd. dated 03.04.2019 regarding possession of the property.
- az] Copy of Public Notice issued by PNB Housing Finance Ltd. for public auction of immovable properties.
- ba] Copy of Pre Sale statutory notice u/s 8 (6) of Security Interest (Enforcement) Rules, 2002, by PNB Housing Finance Ltd.
- bb] Copy of Public Notice of E-Auction by PNB Housing Finance Ltd. dated 04.02.2020.
- be] Copy of Writ Petition Stamp No. 3419/2020 with its accompaniments (some) which include copy of petition and interim application before the Debt Recovery Tribunal , Pune and other documents .
- bd] Copy of order of High Court dated 25.02 .2020 in WP (Stamp) No. 3419/2020.
- be] Copy of Title Opinion dated 16.03.2020
- bf] Copy of 1st Supplemental Agreement of Limited Liability Partnership dated 17.03.2020
- bg] Copies of Registration Certificate of project Life Maxima Phase 1 (Registration No.P52100002203) and Phase 2 (Registration No.P52100002233) , under Maharashtra Real Estate Regulatory Authority.



- bh] Copy of permission from PMRDA vide its Order bearing No.BHA/Mou.Kirkatwadi/G .No.262 & others/Pra .Kr.1111/17-18 dated 13.10.2020
- bi] Copy of Registration Certificate of project Skyi Star City Phase 1 (Registration No.P52100026727 dated 21.10.2020} , under Maharashtra Real Estate Regulatory Authority.
- bj] Copy of letter dated 28.01.2021 of Shri Rajeev Bodas to Tahsildar Haveli
- bk] Copy of 2nd Supplemental Agreement of Limited Liability Partnership dated 23.03.2021
- bl] Copies of Certificate for Extension of Registration of project Life Maxima Phase 1 and Phase 2, under Maharashtra Real Estate Regulatory Authority dated 26.03.2021 .
- bm] Copy of Index-II of Deed of Mortgage dated 27 .03.2021 between M/s Energia Skyi Properties Pvt. Ltd. Mis Pate Future Constructions LLP and IDBI Trusteeship Services td. and India Real Estate Investment Fund, registered at the Office of Joint Sub Registrar Haveli-20 at Serial No. 5999/2021 .
- bn] Copy of Deed of Reconveyance / Release dated 07.04.2021 between PNB Housing Finance Limited and M/s Pate Future Constructions LLP & others , registered at the Office of the Sub Registrar Haveli No.20 at Serial No.6467/2021
- bo] Copy of Deed of Reconveyance / Release dated 07.04.2021 between Prachay Capital Private Limited (formerly known as Pracaya Financial Services Private Limited) and M/s Pate Future Constructions LLP, registered at the Office of the Sub Registrar Haveli No.20 at Serial No.6468/2021
- bp] Copy of Certificate of Registrar of Companies dated 06.05.2021 for incorporation consequent upon change of name.
- bq] Letter dated 10.05.2021 by M/s Pate Future Constructions LLP).

3. Various 7/12 are as mentioned in para 2(a) and 2(b) above.

4. Search report for 30 years from 1991 till 2021



2/- On perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that the title of following owners is clear, marketable and without any encumbrances.

	Owners of the land	Gat No.
1.	M/s Pate Future Constructions LLP	Gat Nos.262, 263, 269, 270, 271, 272, 274, 275 and 276
2.	Shri. Ramachandra alias Chandrakant Bhausahab Hagawane, Sou. Shakuntala Ramachandra alias Chandrakant Hagawane, Shri. Ganesh Ramachandra alias Chandrakant Hagawane, Chi. Soham Ganesh Hawagane, Chi. Pranav Ganesh Hagawane, Sou. Shubhangi Ganesh Hagawane, Shri. Mangesh Ramachandra alias Chandrakant Hagawane, Chi. Sarthak Mangesh Hagawane, Sou. Dipali Mangesh Hagawane, Shri. Umesh Ramachandra alias Chandrakant Hagawane, Chi. Shreya Umesh Hagawane, Chi. Shlok Umesh Hagawane, Sou. Rupali Umesh Hagawane, Shri. Ravasaheb Bhausahab Hagawane , Shri. Yuvaraj Ravasaheb Hagawane, Chi. Shravani Yuvaraj Hagawane, Sou. Sarika Yuvaraj Hagawane, Shri Sachin Ravasaheb Hagawane, Chi. Sangram Sachin Hagawane, Sou. Manasi Sachin Hagawane, Sou. Vaishali Ravasaheb Hagawane alis Vaishali Sunil Ubhe, Shri. Balasaheb Bhausahab Hagawane, Sou. Meena Balasaheb Hagawane, Shri. Amit Balasaheb Hagawane,	Gat No.273



P. M. KHIRE
Advocate

Sou. Komal Amit Hagawane, Sou. Reshma Shekhar Mate alias Reshma Balasaheb Hagawane, Sou. Mayuri Dipak Salunke alias Mayuri Balasaheb Hagawane, Smt. Shobha Devidas Hagawane, Shri. Shekhar Devidas Hagawane, Chi. Antara Shekhar Hagawane, Sou. Punam Shekhar Hagawane, Ku. Nilima Devidas Hagawane alias Sou. Nilima Santosh Kamathe, Sou. Ashabai Shivaji Dhawade, Sou. Sagunabai Baburao Murakute	
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5. **Qualifying comments / remarks if any** : This title certificate is issued subject to what is stated in detail in my Title Opinion dated 20.05.2021 which is enclosed herewith as annexure.

3/- The report reflecting the flow of the title of the M/s Pate Future Constructions LLP on the said land is enclosed herewith as annexure .

Encl :Annexure (Title Report dated 20.05.2021)


[P.M.KHIRE]
ADVOCATE



P. M. KHIRE
B.S Sc.(Hons.)
LLB.
Advocate

"SAKET"
44/54 Navsahyadri Society,
Parjat Lane, Karvenagar,
Pune - 411052.
Tel. :25420579 /25462224
Email :pmkhire@gmail.com

Date :20.05.2021

TITLE OPINION

M/s. Pate Future Constructions LLP,
Vishwaneel Apartment , 506/1A-1B,
Narayan Peth, Ramanbaug Chowk,
Pune 411 030.

Sub. : Title Opinion in respect of the properties bearing Gat
Nos. 262, 263, 269, 270, 271, 272, 273, 274, 275 and
276, Mouje Kirakatawadi, Taluka Haveli, District Pune.

Sirs,

have investigated title to captioned properties and I have to
state in my opinion as follows –

1. DOCUMENTS GIVEN FOR MY PERUSAL:

- a] Copies of 7/12 extracts of (i) Gat Nos. 262, 263, 269, 270, 271, 274 and 275 for the period 1975-76 to 2012-13 , (ii) Gat No. 272 for the period 1975-76 to 2014-15; (iii) Gat No. 273 for the period 1975-76 to 2015-16; (iv) Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No. 1; (v) Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No. 2; (vi) Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No. 3; and (vii) Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No.4.
- b] Copies of relevant mutation entries.



- c] Copy of Sale Deed dated 27 .04.1995 by Sou. Anjanibai Nivrutti Daravatkar in favour of Shri Rajiv Purushottam Sodas, registered at the Office of Sub Registrar Haveli-9 at Serial No. 2733/1995.
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- e] Copy of Sale Deed dated 08.07.1993 by Shri Maruti Shairu Hagawane and others in favour of Shri Rajiv Purushottam Sodas, registered at the Office of Sub Registrar Haveli-9 at Serial No. 2508/1993.
- f] Copy of Sale Deed dated 13.01.1994 by Shri Chandrakant/Ramachandra Shausaheb Hagawane and others in favour of Shri Rajiv Purushottam Sodas, registered at the Office of Sub Registrar Haveli-9 at Serial No. 12661/1996.
- g] Copy of Sale Deed dated 17.09.1993 by Shri Sanjay Nathu Hagawane and others in favour of Shri Rajiv Purushottam Sodas, registered at the Office of Sub Registrar Haveli-9 at Serial No. 11944/1996.
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- i] Copy of Sale Deed dated 07.07 .1995 by Shri Tukaram Shairu Hagawane and others in favour of Shri Rajiv Purushottam Sodas, registered at the Office of Sub Registrar Haveli-9 at Serial No. 12663/1996.
- j] Copy of Sale Deed dated 17.07.1993 by Shri Tukaram Bhairu Hagawane and others in favour of Shri Rajiv Purushottam Sodas, registered at the Office of Sub Registrar Haveli-9 at Serial No. 1052/1993.
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- m] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Sodas in favour of Shri Vijaykumar Govind Tamhane , registered at the Office of Sub Registrar Haveli-9 at Serial No. 4353/1999 .
- n] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Sodas in favour of Shri Shashi Anant Vaidya, registered at the Office of Sub Registrar Haveli-9 at Serial No. 4348/1999 .
- o] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Sodas in favour of Shri Subhash Kisonlal Lodha, registered at the Office of Sub Registrar Haveli-9 at Serial No. 4354/1999 .
- p] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Sodas in favour of Shri Prakash Kisonlal Lodha, registered at the Office of Sub Registrar Haveli-9 at Serial No. 4351/1999 .
- q] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Sodas in favour of Shri Subhash Anant Vaidya, registered at the Office of Sub Registrar Haveli-9 at Serial No. 4352/1999 .
- r] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Sodas in favour of Shri Shashi Anant Vaidya , registered at the Office of Sub Registrar Haveli-9 at Serial No. 4350/1999 .
- s] Copy of Development Agreement dated 01.06.1999 by Shri Rajiv Purshottam Sodas in favour of Shri Subhash Anant Vaidya , registered at the Office of Sub Registrar Haveli-9 at Serial No. 4349/1999 .



- t] Copies of Irrevocable General Powers of Attorney dated 01.06.1999 by Shri Rajiv Purshottam Sodas in favour of Shri Shashi Anant Vaidya and Shri Prakash Kisonlal Lodha and authenticated before the Sub Registrar Haveli at Sr. Nos. 73/1999 to 80/1999.
- u] Copy of Release Deed dated 11.04.2011 by Sou. Ashabai Shivaji Dhawade and another in favour of Shri Ramachandra/ Chandrakant Shausaheb Hagawane and others, registered at the Office of Joint Sub Registrar Haveli-16 at Serial No.3764/2011.
- v] Copy of Gift Deed dated 13.04.2011 by Shri Ramachandra/ Chandrakant Shausaheb Hagawane and others in favour of Sou. Ashabai Shivaji Dhawade, registered at the Office of Joint Sub Registrar Haveli-16 at Serial No. 3766/2011.
- w] Copy of Gift Deed dated 13.04.2011 by Shri Ramachandra/ Chandrakant Shausaheb Hagawane and others in favour of Sou. Saguna Saburao Murakute, registered at the Office of Joint Sub Registrar Haveli-16 at Serial No. 3765/2011.
- x] Copy of Cancellation Deed dated 08.06.2014 between Shri Rajiv Purushottam Sodas and Shri Subhash Anant Vaidya and another, registered at the Office of Joint Sub Registrar Haveli-22 at Serial No. 5065/2014.
- y] Copy of Cancellation Deed dated 08.06.2014 between Shri Rajiv Purushottam Bodas and Shri Subhash Anant Vaidya and another, registered at the Office of Joint Sub Registrar Haveli-22 at Serial No. 5066/2014.
- z] Copy of Deed of Confirmation dated 14.11.2014 between Shri. Rajiv Purushottam Sodas and Smt. Suneela Shashi Vaidya and others, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 7560/2014.
- aa) Copy of Deed of Confirmation dated 14.11.2014 between Shri. Rajiv Purushottam Bodas and Smt. Suneela Shashi Vaidya and others, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 7563/2014.



- ab] Copy of Deed of Release dated 14.11.2014 by Shri. Rajesh Shashi Vaidya and another in favour of Smt. Suneela Shashi Vaidya, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 7564/2014.
- ac] Copy of Deed of Release dated 14.11.2014 by Shri. Rajesh Shashi Vaidya and another in favour of Smt. Suneela Shashi Vaidya, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 7565/2014.
- ad] Copy of Limited Liability Partnership Agreement dated 07.05.2015 of Pate Future Constructions **LLP**, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 2807/2015.
- ae] Copy of Irrevocable General Power of Attorney dated 07.05.2015 by Shri. Rajiv Purushottam Bodas and others in favour of Shri. Nilesh Balakrishna Pate and others, registered at the Office of joint Sub Registrar Haveli-9 at Serial No. 4/2808/2015.
- af] Copy of Development Agreement dated 18.09.2015 by Shri. Ramachandra alias Chandrakant Bhau Hagawane and others in favour of M/s. Pate Future Constructions **LLP**, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 5829/2015.
- ag] Copy of General Power of Attorney dated 18.09.2015 by Shri. Ramachandra alias Chandrakant Bhau Hagawane and others in favour of M/s. Pate Future Constructions **LLP**, registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 5830/2015.
- ah] Copy of ULC Order dated 27.05.1998 by Deputy Collector and Competent Authority No. II, Pune Urban Agglomeration.
- ai] Copies of plaint of Regular Civil Suit No. 197/2006 dated 13.02.2006 and Judgment and Decree dated 29.06.2010.
- aj] Copy of Regular Civil Appeal No. 892/2012 and Judgment and Decree dated 28.07.2014.
- ak] Copy of sanctioned Layout Plan.
- al] Copy of Zone Certificate dated 17.08.2012.
- am] Copy of NA Order dated 03.12.2014.
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- ao] Copy of Public Notice dated 09.10.2015 in Daily Prabhat.
- ap] Copy of plaint in RCS No. 1752/2014 dated 22.10.2014.
- aq] Typed copy of written statement of Defendant No. 1.
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- at] Copy of Easement Agreement dated 16.03.2017 between M/s. Sanghvi Combines and M/s. Pate Future Constructions LLP, registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 1959/2017.
- au] Copies of Search Reports dated 10. 10.2015, 01.06.2017 , 07.02.2019, 11.03.2020 and 13.05.2021.
- av] Copy of letter of PNB Housing Finance Ltd. dated 20.10.2015.
- aw] Copy of Facility cum Mortgage Agreement dated 31.10.2018 by M/s. Pate Future Constructions LLP and another in favour of Pracaya Financial SeNices Private Ltd, registered at the Office of Joint Sub Registrar Haveli-1 at Serial No. 8843/2018.
- ax] Copy of letter of Tahasildar, Haveli dated 06.11.2019.
- ay] Letter of PNB Housing Finance Ltd. dated 03.04.2019 regarding possession of the property.
- az] Copy of Public Notice issued by PNB Housing Finance Ltd. for public auction of immovable properties.
- ba] Copy of Pre Sale statutory notice u/s 8 (6) of Security Interest (Enforcement) Rules, 2002, by PNB Housing Finance Ltd.
- bb] Copy of Public Notice of E-Auction by PNB Housing Finance Ltd. dated 04.02.2020.
- be] Copy of Writ Petition Stamp No. 3419/2020 with its accompaniments (some) which include copy of petition and



interim application before the Debt Recovery Tribunal, Pune and other documents.

- bd] Copy of order of High Court dated 25.02.2020 in WP (Stamp) No. 3419/2020.
- be] Copy of Title Opinion dated 16.03.2020
- bf] Copy of 1st Supplemental Agreement of Limited Liability Partnership dated 17.03.2020
- bg] Copies of Registration Certificate of project Life Maxima Phase 1 (Registration No.P52100002203) and Phase 2 (Registration No.P52100002233), under Maharashtra Real Estate Regulatory Authority.
- bh] Copy of permission from PMRDA vide its Order bearing No.BHA/Mou.Kirkatwadi/G.No.262 & others/Pra.Kr.1111/17-18 dated 13.10.2020
- bi] Copy of Registration Certificate of project Skyi Star City Phase 1 (Registration No. P52100026727 dated 21.10.2020), under Maharashtra Real Estate Regulatory Authority.
- bj] Copy of letter dated 28.01 .2021 of Shri Rajeev Sodas to Tahsildar Haveli
- bk] Copy of 2nd Supplemental Agreement of Limited Liability Partnership dated 23.03.2021
- bl] Copies of Certificate for Extension of Registration of project Life Maxima Phase 1 and Phase 2, under Maharashtra Real Estate Regulatory Authority dated 26.03.2021.
- bm] Copy of Index-II of Deed of Mortgage dated 27.03.2021 between M/s Energia Skyi Properties Pvt. Ltd. M/s Pate Future Constructions LLP and IDBI Trusteeship Services Ltd. and India Real Estate Investment Fund, registered at the Office of Joint Sub Registrar Haveli-20 at Serial No. 5999/2021.
- bn] Copy of Deed of Reconveyance / Release dated 07.04.2021 between PNB Housing Finance Limited and Mis Pate Future Constructions LLP & others, registered at the Office of the Sub Registrar Haveli No.20 at Serial No.6467/2021



- bo] Copy of Deed of Reconveyance / Release dated 07.04.2021 between Prachay Capital Private Limited (formerly known as Pracaya Financial Services Private Limited) and M/s Pate Future Constructions LLP, registered at the Office of the Sub Registrar Haveli No.20 at Serial No.6468/2021
- bp] Copy of Certificate of Registrar of Companies dated 06.05.2021 for incorporation consequent upon change of name.
- bq] Letter dated 10.05.2021 by
Pate Future Constructions LLP).

2. DESCRIPTION OF PROPERTY :

All that piece and parcel of land and ground admeasuring an area of 68500 sq. mtr. comprising Gat Nos. 262 admeasuring 19 Are , Gat No. 263 admeasuring 42 Are, Gat No. 269 admeasuring 67 Are, Gat No. 270 admeasuring 97 Are, Gat No. 271 admeasuring 39 Are, Gat No. 272 admeasuring 1 Hecter 42 Are , Gat No. 273 admeasuring 39 Are, Gat No. 274 admeasuring 76 Are , Gat No. 275 admeasuring 84 Are and Gat No. 276 admeasuring 80 Are [now comprising Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No. 1 admeasuring 443.68 Are , Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No. 2 admeasuring 102.75 Are, Gat No. 262/263/269/270/271/272 / 273/274/275/276/Plot No. 3 admeasuring 68.5 Are and Gat No. 262/ 263/269/270/271/272/273/274/275/276/ Plot No. 4 admeasuring 70.07 Are], situate at Mouje Kirakatawadi within the Registration Sub District Taluka Haveli, District Pune and within the limits of Zilla Parishad, Pune and Grampanchayat Kirakatawadi and bounded as follows :-

On or towards the East	By boundary of Dhayari village
On or towards the South	By Gat Nos.277, 281, 282, 283 and 284
On or towards the West	By Gat Nos. 261, 264, 268
On or towards the North	By Gat No.268 and boundary of Dhayari village



3. I had issued a Title Opinion in respect of the captioned property on 16.03.2020 after perusing the documents mentioned therein. The said documents at that time were returned by me along with the said Title Opinion. The said Title Opinion dated 16.03.2020 is now shown to me without however the documents mentioned thereon. Copies of the documents pertaining to the transactions in respect of the captioned property are now shown to me. I am therefore giving this Title Opinion relying on my Title Opinion dated 16.03.2020 in the name of Pate Future Constructions LLP) and relying on the same.

4. It is seen from Mutation Entry No. 1 dated 31.10.1975 that a Scheme of consolidation was made applicable to Village Kirakatawadi with effect from 21.03.1975 and lands in the said village were consolidated and given Gat numbers. It is seen from the copy of letter of Tahasildar, Haveli dated 06.11.2019 that 7/12 records of S. Nos. 31/5 C+10 D, 31/6 C+7, 31/10 A, 32/1, 32/2, 32/3, 32/4, 32/5, 32/6, 32/7, 32/8 for the period 1960-1975 are not traceable. More than 40 years have lapsed since the applicability and as all the previous record tracing history is not available search of revenue record is taken since the applicability of the scheme.

5. Gat No.262:

a] It is seen from copy of extract of Consolidation Register that land bearing S. No. 31/5 C+10 B totally admeasuring 0 Hector 19 Are was consolidated into Gat No. 262 and the name of Anjanibai Nivrutti Daravatkar was mentioned as a holder and a remark that the same was a fragment was mentioned in other rights. Accordingly new 7/12 record thereof was prepared and name of Anjanibai Nivrutti Daravatkar was mutated as a holder and a remark about it being a fragment was recorded in other rights thereof by Mutation Entry No.. 1 dated 31.10.1975. Under the Bombay Prevention of Fragmentation and Consolidation of Holdings Act a fragment can be sold only to a contiguous owner.



Since Shri. Rajiv Sodas purchased the adjoining land bearing Gat No. 263 prior to purchase of Gat No. 262 (a fragment) the prohibition mentioned above does not come in way for transfer thereof.

- b] It is seen from Mutation Entry No. 599 dated 20.01.1997 and copy of Sale Deed dated 27.04.1995 that by Sale Deed dated 27.04.1995 Sou. Anjanibai Nivrutti Daravatkar sold Gat No. 262 admeasuring 0 Hector 19 Are to Shri Rajiv Purushottam Sodas through his Power of attorney holder Sou. Smita Rajiv Sodas. The said Sale Deed is registered at the Office of Sub Registrar Haveli-9 at Serial No. 2733/1995 and name of the said purchaser was mutated in 7/12 record by the said mutation entry. Copy of said Power of Attorney is not given to me. It is presumed that the Purchaser was owner of adjoining land.

6. GatNo.263:

- a] It is seen from copy of extract of Consolidation Register that land bearing S. No. 31/6 C+7+10 A totally admeasuring 0 Hector 42 Are was consolidated into Gat No. 263 and the name of Shri. Nana Arjuna Hagawane was mentioned as a holder and a charge of VKS Society, Kirakatawadi was mentioned in other rights. Accordingly new 7/12 record thereof was prepared and name of Shri. Nana Arjuna Hagawane was mutated as a holder and charge of VKS Society, Kirakatawadi was recorded in other rights thereof by Mutation Entry No. 1 dated 31.10.1975.
- b] It is seen from Mutation Entry No. 21 dated 28.10.1978 that Shri Nana Arjuna Hagawane expired in 1975 leaving behind him his wife Smt. Sonabai, sons Lakshman, Bharat, Dattatray and daughters Sou. Suman Dnyaneshwar Tapakir and Sou. Kamal Babanrao Dagade as his only legal heirs and names of the sons were mutated as holders and names of wife and daughters were mutated in other rights of 7/12 record by the said mutation entry.



- c] It is seen from Mutation Entry No. 28 dated 03.06.1980 that Shri Lakshman Nana Hagawane obtained a loan from Kirakatawadi VKS Society against the security of the said land and its charge was recorded in other rights of 7/12 record by the said mutation entry. Said charge is still appearing in the other rights of 7/12 record.
- d] It is seen from Mutation Entry No. 102 dated 10.10.1983 that upon an application by Shri Lakshman Nanasaheb Hagawane names of Lakshman, Bharat and Dattatray were mutated showing their shares as 5 Anna 4 Pai each, by the said mutation entry.
- e] It is seen from Mutation Entry No. 573 dated 08.01.1997 and copy of Sale Deed dated 19.04.1994 that by Sale Deed dated 19.04.1994 (i) Shri Lakshman Nanasaheb Hagawane, (ii) Shri Bharat Nanasaheb Hagawane, (iii) Shri Dattatray Nanasaheb Hagawane, (iv) Smt. Sonabai Nanasaheb Hagawane, (v) Sou Suman Dnyanwshwar Tapakir , (vi) Chi. Tanaji Saban Dagade and Kumari Maya Saban Dagade (legal heirs of daughter of Shri. Nana Arjuna Hagawane namely Kamal Saban Dagade) through their natural guardian father Shri Saban Maruti Dagade sold Gat No. 263 admeasuring 42 Are to Shri Rajiv Purushottam Sodas. The said Sale Deed is registered at the Office of Sub Registrar Haveli-9 at Serial No. 11013/1996 on 19.11.1996 and name of the said purchaser was mutated in 7/12 record by the said mutation entry. It is mentioned in the sale deed that the said land was joint family property, however the family members of male vendors are not joined in the sale deed though family necessity is mentioned. Therefore, though not specifically mentioned, it is presumed that they acted as Karta and Manager of their respective family . It is seen from the copy of Sale Deed that Sou. Kamal Saban Dagade expired on 05.07.1983 leaving behind her husband Saban, son Chi Tanaji and daughter Maya as her only legal heirs. Tanaji and Maya were minors at the time of the sale



deed. It is further mentioned in the Sale Deed that the said land was sold for the legal necessity and benefit of the family members and for the benefit of minors. It may be noted that the minors were children of a daughter and therefore their share was their separate and individual property and could not be sold without permission of the Court and their father was not entitled to sell the same as a guardian. It is not known, since not mentioned in the sale deed, as to what were the ages of the minors. However it is more than 20 years since sale deed and you have informed me that till today none of the legal heirs of all the above mentioned vendors had raised objections to the said Sale Deed.

- f] It is seen from the copy of Plaint dated 27.10.2014 of RCS No. 1752/20 14 that Smt. Suman Dnyaneshwar Tapkir has filed the said suit against Shri. Raju Purushottam Sodas and five others for a declaration that Sale Deed dated 19.04.1994 registered at Serial No. 11013/ 1996 is false, fraudulent, illegal, void and forged and that the same is not binding on her undivided 1/5 th share in the said land, and for injunction against Shri. Rajiv Purushottam Sodas, for cost and expenses of suit. The said suit is pending wherein title of Shri. Rajiv Purushottam Sodas is under cloud. This opinion is therefore given subject to final outcome of the said suit. The title of Shri. Rajiv Purushottam Sodas therefore shall be subject to the final decision of the said suit. You have given me a copy of written statement of Defendant No. 1. However, it does not show any date and signatures and therefore it is not understood as to whether the same is filed in court or not.

7. Gat No. 269 :

- a] It is seen from copy of extract of Consolidation Register that land bearing S. No. 32/1 admeasuring 0 Hecter 67 Are was consolidated into Gat No. 269 and the name of Shri. Tukaram Shairu Hagawane was mentioned as a holder and a charge of



VKS Society, Kirakatawadi was mentioned in other rights . Accordingly new 7/12 record thereof was prepared and name of Shri. Tukaram Bhairu Hagawane was mutated as a holder and a charge of VKS Society , Kirakatawadi was recorded in other rights thereof by Mutation Entry No. 1 dated 31.10.1975. Said Charge is still appearing in other rights of 7/12 record.

- b] It is seen from Mutation Entry No. 32 dated 17.07.1980 that Shri Tukaram Bhairu Hagawane obtained a loan from Kirakatawadi VKS Society against the security of the said land and its charge was recorded in other rights of 7/12 record by the said mutation entry. Said charge is still appearing in other rights of 7/12 record. By mistake in 7/12 record for the year 1995 to 2012-13 Mutation Entry No. 34 is mentioned instead of 32.
- c] It is seen from Mutation Entry No. 94 dated 10.08.1983 that upon an application of Shri Tukaram Bhairu Hagawane names of himself and his sons Rohidas, Ramadas and Guiab were mutated in 7/12 record showing 4 Anna share each in the said land by the said mutation entry.
- d] It is seen from Mutation Entry No. 451 dated 21.12.1994 and copy of Sale Deed dated 17.03.1993 that by Sale Deed dated 17.03.1993 Shri Tukaram Bhairu Hagawane, Shri Rohidas Tukaram Hagawane, Shri Ramadas Tukaram Hagawane and Shri Guiab Tukaram Hagawane sold Gat No. 269 admeasuring 67 Are including potkharaba to Shri Rajiv Purushottam Bodas. The said Sale Deed is registered at the Office of Sub Registrar Haveli-9 at Serial No. 1052/ 1993 and name of the said purchaser was mutated in 7/12 record by the said mutation entry. Wife of Tukaram Bhairu Hagawane is not joined to the said sale deed. As per Hindu Law wife gets share when there is partition between husband and the sons. It is mentioned in the Sale Deed that the said land was sold for the necessity and benefit of the family members and for the benefit of minors.

Therefore it is presumed that though not mentioned in the sale



deed the vendors have executed the sale deed as Karta and Manager of the family.

8. Gat No. 270 :

- a] It is seen from copy of extract of Consolidation Register that land bearing S. No. 32/2 admeasuring 0 Hectar 97 Are was consolidated into Gat No. 270 and the name of Shri. Mauti Bhairu Hagawane was mentioned as a holder and charge of VKS Society, Kirakatawadi was mentioned in other rights. Accordingly new 7/12 record thereof was prepared and name of Shri. Maruti Bhairu Hagawane was mutated as a holder and charge of VKS Society, Kirakatawadi was recorded in other rights thereof by Mutation Entry No. 1 dated 31.10.1975. The said charge is still appearing in other rights of 7/12 record
- b] It is seen from Mutation Entry No. 96 dated 12.08.1983 that upon an application of Shri Maruti Bhairu Hagawane names of himself and his sons, Ashok, Dilip and Appa were mutated showing their shares as 4 Anna each in the said land by the said mutation entry.
- c] It is seen from copy of Sale Deed dated 08.07.1993 that by Sale Deed dated 08.07.1993 Shri Maruti Bhairu Hagawane, Shri Ashok Maruti Hagawane for himself and as Karta of HUF, Shri Dilip Maruti Hagawane, Shri Appa Maruti Hagawane with consent of Shri Sunil Appa Hagawane and Shri Anil Appa Hagawane, sold Gat No. 270 admeasuring 97 Are including potkharaba to Shri Rajiv Purushottam Sodas. The said Sale Deed is registered at the Office of Sub Registrar Haveli-9 at Serial No. 2508/1993 and name of the said purchaser appears to be mutated in 7/12 record by Mutation Entry No. 451, which is wrongly mentioned in 7/12 record. (ME 451 does not mention Gat No. 270) It is mentioned in the Sale Deed that the said land was sold for the necessity and benefit of the family members and for the benefit of minors. Therefore it is presumed that though



not mentioned in the sale deed Shri. Dilip Maruti Hagawane executed the sale deed as Karta and Manager of the family. Wives of vendors are not joined to the said Sale deed. As per Hindu Law wife gets share when there is partition between the husband and sons. You have informed me that till today none of the legal heirs of all the above mentioned vendors have raised objections to the said Sale Deed.

9. Gat No. 271 :

- a] It is seen from copy of extract of Consolidation Register that land bearing S. No. 32/3 admeasuring 0 Hector 39 Are was consolidated into Gat No. 271 and the name of Shri. Shau Shairu Hagawane was mentioned as a holder and a charge of VKS Society, Kirakatawadi was mentioned in other rights. Accordingly new 7/12 record thereof was prepared and name of Shri. Shau Shairu Hagawane was mutated as a holder and charge of VKS Society, Kirakatawadi was recorded in other rights thereof by Mutation Entry No. 1 dated 31.10.1975. The said charge is still appearing in other rights of 7/12 record.
- b] It is seen from Mutation Entry No. 93 dated 10.08.1983 that upon an application of Shri Shau Shairu Hagawane names of himself and his sons Chandrakant, Raosaheb, Devadas and Salasaheb were mutated showing their shares as 3 Anna 2 Pai each in the said land by the said mutation entry.
- c] It is seen from Mutation Entry No. 555 dated 19.10.1996 Shri Devidas (Devadas) Shau Hagawane expired on 03.11.1992 leaving behind him his wife Shobha, son Shekhar and daughter Nilima as his only legal heirs and their names were mutated in 7/12 record by the said mutation entry.
- d] It is seen from Mutation Entry No. 603 dated 20.01.1997 that Shri Shau Shairu Hagawane expired on 25.07.1986 leaving behind him his wife Smt. Draupadabai, sons Chandrakant alias



Ramachandra, Raosaheb, Balasaheb, daughters Sou. Ashatai Shivaji Dhawade and Sou. Sagunabai Baburao Murakute and legal heirs of predeceased son Devadas (Devidas) namely wife Smt. Shobha, son Ku. Shekhar, and daughter Kumari Nilima as his only legal heirs and their names were mutated in 7/12 record by the said mutation entry.

e] It is seen from Mutation Entry No. 637 dated 01.07.1997 and copy of Sale Deed dated 13.01.1994 that by Sale Deed dated 13.01.1994 Shri Chandrakant alias Ramachandra Bahusaheb Hagawane , Shri Raoaheb Bhausaheb Hagawane, Shri Balasaheb Bhausaheb Hagawane, legal heirs of Devadas namely , Smt. Shobha Devadas Hagawane for herself and as natural guardian for her minor children Ku. Shekhar and Kumari Nilima, Smt. Draupadabai Bhau Hagawane, Sou. Ashatai Shivaji Dhawade and Sou. Sagunabai Baburao Murakute sold Gat No. 271 admeasuring 39 Are to Shri Rajiv Purushottam Sodas. The said Sale Deed is registered at the Office of Sub Registrar Haveli-9 at Serial No. 12661/1996 on 28.12.1996 and name of the said purchaser was mutated in 7/12 record by the said mutation entry . It is mentioned in the said Sale Deed that Smt. Draupadabai Bhau Hagawane , Sou. Ashatai Shivaji Dhawade and Sou. Sagunabai Baburao Murakute already had released their right, title and interest in favour of Shri Chandrakant alias Ramachandra Bahusaheb Hagawane, Shri Raosaheb Bhausaheb Hagawane, Shri Balasaheb Bhausaheb Hagawane. It is further mentioned in the Sale Deed that the said land was sold for the necessity and benefit of the family members and for the benefit of minors. Therefore it is presumed that though not mentioned in the sale deed the vendors have executed the sale deed as Karta and Manager of the family . You have informed me that till today none of the legal heirs of all the above mentioned vendors have raised objections to the said Sale Deed.



10. Gat No. 272 :

- a] It is seen from copy of extract of Consolidation Register that land bearing S. No. 32/4 admeasuring 01 Hector 42 Are was consolidated into Gat No. 272 and the name of Shri. Nathu Namadev Hagawane was mentioned as a holder and charge of VKS Society, Kirakatawadi was mentioned in other rights. Accordingly new 7/12 record thereof was prepared and name of Shri. Nathu Namadev Hagawane was mutated as a holder and charge of VKS Society, Kirakatawadi was recorded in other rights thereof by Mutation Entry No. 1 dated 31.10.1975. The said charge is still appearing in other rights of 7/12 record.
- b] It is seen from Mutation Entry No. 82 dated 01.08.1983 that Shri Nathu Namadev Hagawane expired in 1979 leaving behind him his mother Smt. Sarubai, wife Smt. Hirabai, sons Sanjay, Raju, Subhash and Mohan as his only legal heirs and their names except that of Mohan were mutated in 7/12 record by the said mutation entry.
- c] It is seen from Mutation Entry No. 598 dated 20.01.1997 and copy of Sale Deed dated 17.09.1993 that by Sale Deed dated 17.09.1993 Shri Sanjay Nathu Hagawane, Shri Raju Nathu Hagawane, Shri Subhash Nathu Hagawane, Smt. Hirabai Nathu Hagawane and Smt. Sarubai Namadev Hagawane sold Gat No. 272 admeasuring 1 Hector 42 Are to Shri Rajiv Purushottam Sodas. The said Sale Deed is registered at the Office of Sub Registrar Haveli-9 at Serial No. 11944/1996 on 12.12.1996 and name of the said purchaser was mutated in 7/12 record by the said mutation entry. Shri. Mohan Nathu Hagawane is not joined to the said Sale Deed. It is further mentioned in the Sale Deed that the said land was sold for the necessity and benefit of the family members and for the benefit of minors. Therefore it is presumed that though not mentioned in the sale deed the vendors have executed the sale deed as Karta and Manager of the family. You have informed me that till today none of the legal



heirs of all the above mentioned vendors have raised objections to the said Sale Deed.

d] It is seen from copy of Plaint of RCS No. 197/2006 that on 31.01.2006 Shri Mohan Nathu Hagawane filed the said suit against Shri Rajiv Purushottam Bodas, Smt. Kalpana Sanjay Hagawane, Shri Raju Nathu Hagawane, Shri Subhash Nathu Hagawane and Smt. Hirabai Nathu Hagawane for a declaration that Plaintiff has 1/6th share in Gat No. 272, for separation thereof and for a declaration that the sale deed dated 17.09.1996 is not binding on his share. By a Judgment and Decree dated 29.06.2010 the Joint Civil Judge Senior Division dismissed the said suit with cost. The plaintiff filed Regular Appeal No. 892/2012 against the said dismissal of RCS No. 197/2006. By Judgment and Decree dated 28.07.2014 the Ad-hoc District Judge-2, Pune dismissed the said Appeal with cost.

11. Gat No. 273 :

a] It is seen from copy of extract of Consolidation Register that land bearing S. No. 32/8 admeasuring 0 Hector 39 Are was consolidated into Gat No. 273 and the name of Shri. Bhau Bhairu Hagawane was mentioned as a holder and charge of VKS Society, Kirakatawadi was mentioned in other rights. A remark that the said land was a fragment also was mentioned. Accordingly new 7/12 record thereof was prepared and name of Shri. Bhau Bhairu Hagawane was mutated as a holder and charge of VKS Society, Kirakatawadi and a remark that the land was a fragment were recorded in other rights thereof by Mutation Entry No. 1 dated 31.10.1975. The said charge is still appearing in other rights of 7/12 record. Under the Bombay Prevention of Fragmentation and Consolidation of Holdings Act a fragment can be sold only to a contiguous owner. Since the owners have transferred their developments rights only, it does not amount to



transfer of property under Law and the Development Agreement therefore is not hit by the said provision.

- b] It is seen from Mutation Entry No. 93 dated 10.08.1983 that upon an application of Shri Bhau Bhairu Hagawane names of himself and his sons Chandrakant , Raosaheb, Devadas and Balasaheb were mutated showing their shares as 3 Anna 2 Pai each in the said land by the said mutation entry.
- c) It is seen from Mutation Entry No. 555 dated 19.10.1996 Shri Devidas (Devadas) Bhau Hagawane expired on 03.11.1992 leaving behind him his wife Shobha, son Shekhar and daughter Nilima as his only legal heirs and their names were mutated in 7/12 record by the said mutation entry .
- d) It is seen from Mutation Entry No. 603 dated 20.01.1997 that Shri Shau Bhairu Hagawane expired on 25.07.1986 leaving behind him his wife Smt. Draupadabai, sons Chandrakant alias Ramachandra, Raosaheb, Balasaheb, daughters Sou. Ashatai Shivaji Dhawade and Sou. Sagunabai Baburao Murakute and legal heirs of predeceased son Devadas (Devidas) namely his wife Smt. Shobha , son Ku. Shekhar, and daughter Kumari Nilima as his only legal heirs and their names were mutated in 7/12 record by the said mutation entry.
- e) It is seen from Mutation Entry No. 1781 dated 01.02.2011 that Smt. Draupadabai Bhausahab Hagawane expired on 17.10.2000 leaving behind her sons Chandrakant alias Ramachandra , Raosaheb, Balasaheb, daughters Sou. Ashatai Shivaji Dhawade and Sou. Sagunabai Baburao Murakute and legal heirs of Devadas namely, his wife Smt. Shobha Devadas Hagawane, son Ku. Shekhar Devadas Hagawane, daughter Kumari Nilima Devadas Hagawane, as her only legal heirs and her name was deleted from 7/12 record by the said mutation entry.
- f] It is seen from Mutation Entry No. 1849 dated 06.05.2011 and copy of Release Deed dated 11.04.2011 that by Release Deed dated 11.04.2011 Sou. Ashabai Shivaji Dhawade and Sou.



Sagunabai Baburao Murakute released their rights , interest and title in Gat No. 273 along with other lands in favour of Shri Chandrakant alias Ramachandra Bhausaheb Hagawane, Shri Raosaheb Bhausaheb Hagawane, Shri Balasaheb Bhausaheb Hagawane, legal heirs of predeceased son Shri. Devadas Bhausaheb Hagawane, namely Smt. Shobha Devadas Hagawane, Ku. Shekhar Devadas Hagawane, Kumari Nilima Devadas Hagawane. The said Release Deed is registered at the Office of Joint Sub Registrar Haveli-16 at Serial No. 3764/2011 on 13.04.2011 and name of Sou. Ashabai Shivaji Dhawade was deleted from 7/12 record by the said mutation entry.

g] It is seen from Mutation Entry No. 1850 dated 06.05.2011 and copy of Gift Deed dated 13.04.2011 that by Gift Deed dated 13.04.2011 Shri Chandrakant alias Ramachandra Bhausaheb Hagawane, Shri Raosaheb Bhausaheb Hagawane, Shri Balasaheb Bhausaheb Hagawane, legal heirs of Devadas Bhausaheb Hagawane namely, Smt. Shobha Devadas Hagawane, Shri. Shekhar Devadas Hagawane, Nilima Devadas Hagawane/Sou. Nilima Santosh Kamathe gifted 2 Are from and out of Gat No. 273 totally admeasuring 39 Are to Sou. Ashabai Shivaji Dhawade. The said Gift Deed is registered at the Office of Joint Sub Registrar Haveli-16 at Serial No. 3766/2011 and her name was mutated in 7/ 12 record in respect of the said portion by the said mutation entry.

h] It is seen from Mutation Entry No. 1856 dated 06.05.2011 and copy of Gift Deed dated 13.04.2011 that by Gift Deed dated 13.04.2011 Shri Chandrakant alias Ramachandra Bhausaheb Hagawane, Shri Raosaheb Bhausaheb Hagawane, Shri Balasaheb Bhausaheb Hagawane, legal heirs of Devadas Bhausaheb Hagawane namely, Smt. Shobha Devadas Hagawane, Shri. Shekhar Devadas Hagawane, Nilima Devadas Hagawane/Sou. Nilima Santosh Kamathe gifted 2 Are from and out of Gat No. 273 totally admeasuring 39 Are to Sou Saguna



Baburao Murakute. The said Gift Deed is registered at the Office of Joint Sub Registrar Haveli-16 at Serial No. 3765/2011 and her name was mutated in 7/12 record by the said mutation entry.

- i] It is seen from copy of Development Agreement dated 18.09.2015 that by Development Agreement dated 18.09.2015
- (1) (i) Shri. Ramachandra alias Chandrakant Bhausaheb Hagawane, for himself and as Karta and Manager of HUF, (ii) Sou. Shakuntala Ramachandra alias Chandrakant Hagawane, (b) (i) Shri. Ganesh Ramachandra alias Chandrakant Hagawane for himself and as natural guardian for his minor sons Chi. Soham and Chi. Pranav, (ii) Sou. Shubhangi Ganesh Hagawane, (iii) Shri. Mangesh Ramachandra alias Chandrakant Hagawane for himself and as natural guardian for his minor son Chi. Sarthak , (iv) Sou. Dipali Mangesh Hagawane, (v) Shri. Umesh Ramachandra alias Chandrakant Hagawane for himself and as natural guardian for his minor children Chi. Shreya and Chi. Shlok, (vi) Sou. Rupali Umesh Hagawane, (2) (i) Shri. Ravasaheb Bhausaheb Hagawane for himself and as Karta and Manger of HUF, (b)(i) Shri. Yuvaraj Ravasaheb Hagawane for himself and as natural guardian for his minor daughter Chi. Shravani, (ii) Sou. Sarika Yuvaraj Hagawane, (c)(i) Shri Sachin Ravasaheb Hagawane for himself and as natural guardian for his minor son Chi. Sangram, (ii) Sou. Manasi Sachin Hagawane, (d) Sou. Vaishali Ravasaheb Hagawane alias Vaishali Sunil Ubhe, (3)(a)(i) Shri. Balasaheb Bhausaheb Hagawane, (ii) Sou. Meena Balasaheb Hagawane, (b)(i) Shri. Amit Balasaheb Hagawane, (ii) Sou. Koma! Amit Hagawane, (d) Sou. Reshma Shekhar Mate alias Reshma Balasaheb Hagawane, (e) Sou. Mayuri Dipak Salunke alias Mayuri Balasaheb Hagawane, (4)(a) Smt. Shobha Devidas Hagawane, (b)(i) Shri. Shekhar Devidas Hagawane as Karta and Manager of HUF and for himself and as natural guardian for his minor daughter Chi. Antara , (ii) Sou. Punam Shekhar Hagawane, (c) Ku. Nilima Devidas Hagawane alias Sou. Nilima Santosh Kamathe, (5) Sou. Ashabai Shivaji



Dhawade , and (6) Sou. Sagunabai Baburao Murakute, transferred development rights in Gat No. 273 admeasuring 39 Are and a portion admeasuring 27 Are from and out of Gat No. 276 to M/s Pate Future Constructions LLP and also executed a Power of Attorney in favour of the said developer. The said documents are registered at the Office of Joint Sub Registrar Haveli-9 at Sr. No. 5829/2015 and 4/5830/2015.

12. Gat No. 274 :

- a] It is seen from copy of extract of Consolidation Register that land bearing S. No. 32/7 admeasuring 0 Hecter 76 Are was consolidated into Gat No. 274 and the name of Shri. Maruti Bhairu Hagawane was mentioned as a holder and charge of VKS Society, Kirakatawadi was mentioned in other rights. Accordingly new 7/ 12 record thereof was prepared and name of Shri. Maruti Bhairu Hagawane was mutated as a holder and charge of VKS Society, Kirakatawadi and a remark that the land was a fragment were recorded in other rights thereof by Mutation Entry No. 1 dated 31.10.1975. The said charge is still appearing in other rights of 7/12 record.
- b] It is seen from Mutation Entry No. 96 dated 12.08.1983 that upon an application of Shri Maruti Bhairu Hagawane names of himself and his sons, Ashok , Dilip and Appa were mutated showing their shares as 4 Anna each in the said land by the said mutation entry.
- c] It is seen from Mutation Entry No. 583 dated 14.01.1997 and copy of Sale Deed dated 07.07.1995 that by Sale Deed dated 07.07.1995 Shri Maruti Bhairu Hagawane, Shri Ashok Maruti Hagawane, Shri Dilip Maruti Hagawane, Shri Appa Maruti Hagawane sold the said Gat No. 274 admeasuring 76 Are including potkharaba to Shri Rajiv Purushottam Bodas. The said Sale Deed is registered at the Office of Sub Registrar Haveli-9 at Serial No. 12664/1996 on 30.12.1996 and name of the said



purchaser was mutated in 7/12 record by the said mutation entry. It is mentioned in the Sale Deed that the said land was sold for the necessity and benefit of the family members and for the benefit of minors. Therefore it is presumed that though not mentioned in the sale deed the vendors have executed the sale deed as Karta and Manager of the family. You have informed me that till today none of the legal heirs of all the above mentioned vendors have raised objections to the said Sale Deed. (Wife of Maruti Bhairu Hagawane is not joined to the said Sale deed)

13. Gat No. 275 :

- a] It is seen from copy of extract of Consolidation Register that land bearing S. No. 32/6 admeasuring 0 Hecter 84 Are was consolidated into Gat No. 275 and the name of Shri. Tukaram Bhairu Hagawane was mentioned as a holder and charge of VKS Society, Kirakatawadi was mentioned in other rights. Accordingly new 7/12 record thereof was prepared and name of Shri. Tukaram Bhairu Hagawane was mutated as a holder and charge of VKS Society, Kirakatawadi was mutated in other rights thereof by Mutation Entry No. 1 dated 31.10.1975. The said charge is still appearing in other rights of 7/12 record.
- b] It is seen from Mutation Entry No. 32 dated 17.07.1980 that Shri Tukaram Bhairu Hagawane obtained a loan from Kirakatawadi VKS Society against the security of the said land and its charge was recorded in other rights of 7/ 12 record by the said mutation entry. Said charge is still appearing in other rights of 7/12.
- c] It is seen from Mutation Entry No. 94 dated 10.08.1983 that upon an application of Shri Tukaram Bhairu Hagawane names of himself and his sons Rohidas, Ramadas and Guiab were mutated showing their share as 4 Anna each in the said land by the said mutation entry.



d] It is seen from Mutation Entry No. 586 dated 14.01.1997 and copy of Sale Deed dated 07.07.1995 that by Sale Deed dated 07.07.1995 Shri Tukaram Shairu Hagawane, Shri Rohidas Tukaram Hagawane, Shri Ramadas Tukaram Hagawane and Shri Guiab Tukaram Hagawane sold the said Gat No. 275 admeasuring 84 Are including potkharaba to Shri Rajiv Purushottam Sodas. The said Sale Deed is registered at the Office of Sub Registrar Haveli-9 at Serial No. 12663/1996 on 30.12.1996 and name of the said purchaser was mutated in 7/12 record by the said mutation entry. It is mentioned in the Sale Deed that the said land was sold for the necessity and benefit of the family members and for the benefit of minors. Therefore it is presumed that though not mentioned in the sale deed the vendors have executed the sale deed as Karta and Manager of the family. You have informed me that till today none of the legal heirs of all the above mentioned vendors have raised objections to the said Sale Deed. (Wife of Tukaram Shairu Hagawane is not joined to the said sale deed)

14. Gat No. 276 :

a] It is seen from copy of extract of Consolidation Register that land bearing S. No. 32/5 admeasuring 0 Hector 80 Are was consolidated into Gat No. 276 and the name of Shri. Shau Shairu Hagawane was mentioned as a holder and charge of VKS Society, Kirakatawadi was mentioned in other rights. Accordingly new 7/12 record thereof was prepared and name of Shri. Bhau Bhairu Hagawane was mutated as a holder and charge of VKS Society, Kirakatawadi was mutated in other rights thereof by Mutation Entry No. 1 dated 31.10.1975. The said charge is still appearing in other rights of 7/12 record.

b] It is seen from Mutation Entry No. 93 dated 10.08.1983 that upon an application of Shri Bhau Bhairu Hagawane names of himself and his sons Chandrakant, Raosaheb, Devadas and Salasaheb



were mutated showing their shares as 3 Anna 2 Pai each in the said land by the said mutation entry.

c] It is seen from Mutation Entry No. 555 dated 19.10.1996 Shri Devidas (Devadas) Shau Hagawane expired on 03.11.1992 leaving behind him his wife Shobha, son Shekhar and daughter Nilima as his only legal heirs and their names were mutated in 7/12 record by the said mutation entry.

d] It is seen from Mutation Entry No. 601 dated 20.01.1997 and copy of Sale Deed dated 23.07.1996 that by Sale Deed dated 23.07.1996 Shri Chandrakant alias Ramachandra Bahusaheb Hagawane, Shri Raosaheb Bhausaheb Hagawane, Shri Balasaheb Bhausaheb Hagawane, legal heirs of Devadas namely, his wife Smt Shobha Devadas Hagawane for herself and as natural guardian for her minor children Ku. Shekhar and Kumari Nilima, sold the said Gat No. 276 admeasuring 80 Are to Shri Rajiv Purushottam Sodas. The said Sale Deed is registered at the Office of Sub Registrar Haveli-9 at Serial No. 6696/1996 and name of the said purchaser was mutated in 7/12 record by the said mutation entry. It is mentioned in the Sale Deed that the said land was sold for the necessity and benefit of the family members and for the benefit of minors. Therefore it is presumed that though not mentioned in the sale deed the vendors have executed the sale deed as Karta and Manager of the family. You have informed me that till today none of the legal heirs of all the above mentioned vendors have raised objections to the said Sale Deed. It is mentioned in the mutation entry that consent of Shri. Bhau Bhairu Hagawane is not obtained for sale. i) It is seen from the record that by Mutation Entry No. 603 also dated 20.01.1997 that Bhau expired in 1986 leaving behind him his wife Draupadabai, the vendors being sons and daughters Sou. Ashatai Shivaji Dhawade and Sou. Sagunabai Baburao Murakute and his death and names of his said heirs were recorded and though of the same day the concerned authority



has overlooked the same and the said remark/comment is by mistake. The wife and daughters of deceased Shau however have not joined in the sale deed.

- e] It is seen from copy of Development Agreement dated 18.09.2015 that by Development Agreement dated 18.09.2015 since Sou. Ashatai Shivaji Dhawade and Sou. Sagunabai Saburao Murakute had not joined to the sale deed in favour of Shri. Rajiv Purushottam Sodas referred to above, they by the said Development Agreement dated 18.09.2015 transferred development rights in an area of 27 Are out of Gat No. 276 as their share, to M Pate Future Constructions LLP and also executed a Power of Attorney in favour of the said developer. The said documents are registered at the Office of Joint Sub Registrar Haveli-9 at Sr. No. 5829/2015 and 4/5830/2015.

15. By various Sale Deeds mentioned above Shri Rajiv Purushottam Sodas became owner of Gat Nos. 262, 263, 269, 270, 271, 272, 274, 275 and 276 and by various Development Agreements dated 01.06.1999 and registered at the Office of Sub Registrar Haveli-9 Shri Rajiv Purushottam Bodas transferred development rights in the said lands in favour different persons as follows :-

Gat No.	Area H=Are	Name of Developer	Serial No.
262	0=19	Shilpa Dilip Lonkar	4347/1999
263	0=42	Shilpa Dilip Lonkar	4347/1999
269	0=67	Vijaykumar Govind Tamhane	4353/1999
270	0=97	Shashi Anant Vaidya	4348/1999
271	0=39	Subhash Kisonlal Lodha	4354/1999
272	1=42	Praksh Kisonlal Lodha	4351/1999
274	0=76	Subhash Anant Vaidya	4352/1999
275	0=84	Shashi Anant Vaidya	4350/1999
276	0=80	Subhash Anant Vaidya.	4349/1999



16. It is seen from copies of different Irrevocable General Powers of Attorney , all dated 01.06.1999 that thereby Shri Rajiv Purushottam Sodas constituted Shri Shashi Anant Vaidya and Shri Prakash Kisonlal Lodha as his attorney in respect of the said lands. The said Powers of Attorney are authenticated before the Sub Registrar Haveli at Sr. Nos. 73/1999 to 80/1999.

17. It is seen from two Cancellation Deeds dated 08.06.2014 that by said Cancellation Deeds dated 08.06.2014 Shri Rajiv Purushottam Sodas cancelled the Development Agreements and Irrevocable Power of Attorneys dated 01.06.1999 executed in favour of Shri Subhash Anant Vaidya and Shri. Prakash Kisonlal Lodha, in respect of Gat Nos. 274 and 276. The said Cancellation Deeds are registered at the Office of Joint Sub Registrar Haveli-22 at Serial Nos. 5065/2014 and 5066/2014 respectively.

18. It is seen from the copy of Death Certificate dated 18.01.2011 annexed with the Cancellation Deed dated 08.06 .2014 that Shri Shashi Anant Vaidya expired on 27.12.2010. The Power of Attorney dated 01.06.1999 given by Shri Rajiv Purushottam Sodas in favour of Shri Shashi Anant Vaidya and Shri Prakash Kisonlal Lodha stipulates that the same is joint and several. Therefore, the authority given to Shashi has come to end but that of Prakash continues.

19. It is seen from copies of Deeds of Confirmation, both dated 14.11.2014 and Release Deeds dated 14.11.2014 that Shri. Shashi Anant Vaidya expired on 27 .12.2010 leaving behind him his wife Suneela and sons Rajesh and Sumeet as his only legal heirs.

(i) It is seen from the copy of Deed of Confirmation dated 14.11.2014 that by Deed of Confirmation dated 14.11.2014 Shri. Rajiv Purushottam Sodas as the owner and Smt. Suneela Shashi Vaidya, Shri. Rajesh Shashi Vaidya and Shri. Sumeet Shashi Vaidya confirmed the Development Agreement dated 01.06.1999 in respect of land bearing Gat No. 275 by the owner in favour of Shri. Shashi Anant



Vaidya and confirmed that the rights and the liabilities of the owner and the developers (heirs of deceased Developer) shall remain as they were granted, in respect of their respective undivided shares of the developers. The said Deed of Confirmation is registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 7560/2014. The said Deed of Confirmation is executed by Sumeet through his Power of Attorney holder Rajesh. The Power of Attorney executed by Late Shri. Shashi Anant Vaidya came to an end upon his death and the same can not be said to have revived by the Deed of Confirmation and a separate Power of Attorney is necessary.

(ii) It is seen from the copy of Deed of Confirmation dated 14.11.2014 that by Deed of Confirmation dated 14.11.2014 Shri. Rajiv Purushottam Bodas as the owner and Smt. Suneela Shashi Vaidya and Shri. Rajesh Shashi Vaidya and Shri. Sumeet Shashi Vaidya confirmed the Development Agreement dated 01.06.1999 in respect of land bearing Gat No. 270 by the owner in favour of Shri. Shashi Anant Vaidya and confirmed that the rights and the liabilities of the owner and the developers (heirs of deceased Developer) shall remain as they were granted, in respect of their respective undivided shares of the developers. The said Deed of Confirmation is registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 7563/2014. The said Deed of Confirmation is executed by Sumeet through his Power of Attorney holder Rajesh. The Power of Attorney executed by Late Shri. Shashi Anant Vaidya came to an end upon his death and the same can not be said to have revived by the Deed of Confirmation and a separate Power of Attorney is necessary.

(iii) It is seen from the copies of Deeds of Release, both dated 14.11.2014 that by two separate Deeds of Release dated 14.11.2014 Shri. Rajesh Shashi Vaidya and Shri. Sumeet Shashi Vaidya released their shares in the rights of development of Gat Nos. 270 and 275 under Agreements dated 01.06.1999 in favour of Smt. Suneela Shashi Vaidya. The said Deeds of Release are registered at the Office of Sub Registrar Haveli-9 at Serial Nos. 7564/2014 and 7565/2014.



20. It is seen from the copy of Deed of Limited Liability Partnership Agreement dated 07.05.2015 that by Deed of Limited Liability Partnership Agreement dated 07.05.2015 (a) Pate Future Constructions LLP, through its partners, (1) Shri. Nilesh Salasaheb Pate, (2) Shri. Ramalakhan Brijamohan Shukla, (3) Shri. Rakesh Kumar Agrawal , (4) Shri. Pramod Dattatray Wani, (5) Shri. Lalit Padmakar Ajagaonkar , (6) Shri. Nitin Dasharath Dangat, referred to as designated partners, (b) (1) Shri. Rajiv Purushottam Sodas, (2) Shri. Subhash Kisonlal Lodha, (3) Shri. Vijayakumar Govind Tamhane, (4) Mrs. Shaila Dilip Lonakar, (5) Smt. Suneela Shashi Vaidya and (6) Shri. Prakash Kisonlal Lodha referred to as limited partners, entered into a Limited Liability Partnership under the name and style as M/s Pate Future Constructions LLP. Shri. Rajiv Purushottam Sodas, who is described as First Limited partner by the said Agreement brought into the said partnership his lands bearing Gat Nos. 262, 263, 269, 270 , 271, 272, 274, 275 and 276 as his capital and Shri. Subhash Kisonlal Lodha, Shri. Vijayakumar Govind Tamhane, Mrs. Shaila Dilip Lonakar, Smt. Suneela Shashi Vaidya and Shri. Prakash Kisonlal Lodha, who are described therein as the Second Limited Partner to Sixth Limited Partner, brought into the partnership their respective development rights as their capital. The said LLP is registered at the Office of Joint Sub Registrar Haveli-9 at Serial No. 2807/2015 on 14.05.2015 . It is seen from the copy of an Irrevocable General Power of Attorney dated 07.05.2015 that Shri. Rajiv Purushottam Bodas also executed an Irrevocable General Power of Attorney dated 07.05.2015 in favour of (1) Shri. Nilesh Balasaheb Pate, (2) Shri. Ramalakhan Brjamohan Shukla, (3) Shri. Rakesh Kumar Agrawal , (4) Shri. Pramod Dattatray Wani, (5) Shri. Lalit Padmakar Ajagaonkar , (6) Shri. Nitin Dasharath Dangat being the designated partners of the LLP and Shri. Prakash Kisanlal Lodha one of the partners of the said LLP. The said Power of Attorney is registered at the Office of the Joint Sub Registrar Haveli-9 at Serial No. 4/2808/2015 on 14.05.2015.



21. It is seen from various mutation entries and from 7/ 12 extracts that the owners created encumbrances on the said lands from time to time and that some of them are still appearing in other rights of 7/ 12 record. They need to be validly discharged and deleted and this opinion is given subject to the same.

22. It is seen from Mutation Entry No. 2469 that by order of Deputy Super intendent of Land Records, Haveli dated 28.02.2017 that in view of the conversion of land for NA purposes all survey numbers were consolidated into one Gat No. 262, 263 , 269, 270, 271, 272 , 273, 274, 275, 276 and divisions thereof were made according to plot numbers into Gat No. 262/ 263/ 269/ 270/ 271/ 272/ 273/ 274/ 275/ 276/Plot No. 1 admeasuring 443.68 Are , Gat No. 262/ 263/ 269/ 270/ 271/ 272/ 273/ 274/ 275/ 276/Plot No. 2 admeasuring 102.75 Are, Gat No. 262/ 263/ 269/ 270/ 271/ 272/ 273/ 274/ 275/ 276/Plot No. 3 admeasuring 68.5 Are and Gat No. 262/ 263/ 269/ 270/ 271/ 272/ 273/ 274/ 275/ 276/Plot No. 4 admeasuring 70.07 Are; their new and separate 7/12 records were prepared and names of their holders were mutated therein by the said mutation entry. It is also seen that all the encumbrances mutated in 7/ 12 records of erstwhile survey numbers were mutated in other rights of 7/12 record of Gat No. 262/263/269/270/271/272/273/274/275/276/Plot No. 1.

23. It is seen from the copy of Zone Certificate dated 17.08.2012° that Gat. Nos. 262 , 263, 269 , 270, 271, 272, 273, 274, 275 and 276 are designated in Residential Zone.

24. Deputy Collector and Competent Author ity No. II, Pune Urban Agglomeration by his order dated 27.05.1998 passed in Case No. 1604-SO on the statement filed by Shri Janardan Madhav Sonavane and others through their Power of Attorney Holders Shri Rajiv P. Sodas and Shri Deepakshodhan G. Palashikar held that the declarants are not surplus holders under Urban Land (Ceiling and Regulation) Act, 1976.



25. It is seen from copy of NA Order No. PMH/NA/SR/369/2014 dated 03.12.2014 that the Collector, Pune thereby granted permission for non agricultural use for residential purpose in respect of 67370.92 sq. mts. and 1129.08 sq. mts. for commercial use comprising Gat Nos. 262, 263, 269, 270, 271, 272, 273, 274, 275 and 276 totally admeasuring 68500.00 sq. mts. Plans of the proposed buildings have been approved by Assistant Director of Town Planning on 30.08.2014 under No. NABP/AT-K IRKATWAD /TA LUKA- HAVEI/G. NOS 262 AND OTHERS/SSP/5058.

26. The SEIAA in its 88th meeting held on 25th, 28th and 31st. August 2015 under its Item No. 27 granted Environmental Clearance for proposed residential and commercial project at the captioned property, subject to the terms and conditions mentioned therein. The Project Proponent is mentioned in the said meeting as Pate Future Developers LLP and not Pate Future Constructions LLP.

27. A Public Notice was published by me in daily Prabhat dated 09.10.2015. To the said public notice I did not receive any objection.

28. It is seen from copy of letter dated 20.10.2015 from PNB Housing Finance Ltd. that PNB Housing Finance Ltd. sanctioned a loan of Rs. 45.00 Crore to M/s. Pate Future Constructions LLP against the said property on the terms and conditions mentioned in the said letter.

29. It is seen from copy of an Agreement dated 16.03.2017 that by Agreement dated 16.03.2017 Shri. Rajiv Purushottam Sodas granted permanent right of way in favour of M/s. Pate Future Constructions LLP through portions of his lands bearing S. Nos. 267 and 268 as mentioned therein. The said Agreement is registered at the Office of the Joint Sub Registrar Haveli-1 at Serial No. 1958/2017.

30. It is seen from copy of Easement Agreement dated 16.03.2017 that by Easement Agreement dated 16.03.2017 M/s. Sanghvi



Combines granted in favour of M/s. Pate Future Constructions LLP irrevocable access through Amenity Space No. 6 admeasuring 25800 Sq. mtrs. out of the sanctioned layout of Gat Nos. 195 and 196 as mentioned in the said agreement. The said Easement Agreement is registered at the Office of the Joint Sub Registrar Haveli-1 at Serial No. 1959/2017.

31. It is seen from the copy of Order bearing No.BHA/Mou.Kirkatwadi/Gat No.262 & others/Pra . Kra.1111/17-18 dated 13.10.2020 of PMRDA that M/s Pate Future Construction LLP has revised and got sanctioned a composite layout and building plans and obtained permission from the Pune Metropolitan Region Development Authority , Pune (PMRDA) vide its Order bearing No. No.BHA/Mou.Kirkatwadi/Gat No.262 & other/Pra. Kra.1111/17-18 dated 13.10.2020 and permitted the construction of residential and commercial buildings as per the sanctioned plans. It appears that there are 6 phases in the said project and buildings therein are as follows-

<u>Phase Nos.</u>	<u>Particulars</u>
Phase A	Comprises of Building Nos.C5, C6, C7
Phase B	Comprises of Building Nos.C4
Phase C	Comprises of Building Nos.G
Phase D	Comprises of Building Nos.H
Phase E	Comprises of Building Nos.I
Phase F	Comprises of Building Nos.J & K
Space for	Future Development
Open Spaces	Nos.1 to 4
Amenity Space	No.1

32. It is seen from the copies of RERA Registration Certificate and letter dated 10.05.2021 of Pate Future Constructions LLP) that out of proposed development, it has already registered following buildings with RERA

under various Real estate projects, details of which as follows :



<u>Phase Nos.</u>	<u>Particulars</u>	<u>ComQrises of</u>
Phase A	project name 'Life Maxima Phase 1' RERA registration No.P52100002203	Building Nos.C5, C6, C7
Phase B	project name 'Life Maxima Phase 2' RERA registration No.P52100002233	Building No.C4
Phase C	project name 'Star City Phase 1' RERA registration No.P52100026727	Building No.G

Pate Future CInstructions LLP intend to revise current approvals and register following Buildings with RERA under various Real estate projects, details of which as follows :

<u>Phase Nos.</u>	<u>Particulars</u>	<u>ComQrises of</u>
Phase D	project name 'Star City Phase2'	Building No.H
Phase E	project name 'Star City Phase 3'	Building No.I

33. MORTGAGES :

a] PNB Housing Finance Ltd. -

i. It is seen from copy of Mortgage Deed dated 02.02.2016 that M/s. Pate Future Constructions LLP as a Borrower along with M/s. Pate Developers as Co-Borrower availed construction finance from PNB Housing Finance Ltd., which is guaranteed by various persons named in the said Deed, and mortgaged the above mentioned lands against the said loan as a security on the terms and conditions mentioned therein. The said Mortgage Deed is registered at the Office of the Joint Sub Registrar Haveli-21 at Sr. No. 1321/2016.

ii. It is seen from the copy of Deed of Re-conveyance / Release dated 07.04.2021 and from the Certificate of the PNB Housing Finance Limited dated 31.03.2021 that with reference to Pate



Future Construction LLP - Loan Account No. WFH/CCF/0216/268964 was sanctioned Construction Finance Loan of INR 45 crore. Since, the entire amount pertaining to above mentioned Loan Account has been repaid in full and the loan account stands closed with PNB Housing Finance Ltd. It has no objection in releasing charge from Charge ID 100016211 of INR 45 crore in favour of PNB Housing Finance Ltd.. Accordingly reconveyance was executed between the parties by Deed of Reconveyance / Release dated 07.04.2021 registered at the Office of the Sub Registrar Haveli No.XX at Serial No.6467/2021.

b] Pracaya Financial Services Pvt. Ltd. -

i. It is seen from the copy of Facility cum Mortgage Agreement dated 31.10.2018 that by Facility cum Mortgage Agreement dated 31. 10.2018 M/s. Pate Future Constructions LLP along with Shri. Lalit Padmakar Ajgaonkar , Shri. Nilesh Balakrishna Pate, Shri. Ramalakhan Brijmo han Shukla, Shri. Pramod Dattatray Wani and Shri. Rakeshkumar Rajkumar Agrawal as Co-Borrowers availed finance from Pracaya Financial Services Pvt. Ltd. and thereby mortgaged the above mentioned lands as a security of the said loan on the terms and conditions mentioned therein. The said Facility cum Mortgage Agreement is registered at the Office of the Joint Sub Registrar Haveli-1 at Sr. No. 8843/2018.

ii. It is seen from the copy of Deed of Reconveyance / Release dated 07.04.2021 that M/s Pate Future Constructions LLP had mortgaged the captioned property to Prachay Capital Private Limited (formerly known as Pracaya Financial Services Private Limited) as a collateral security. Pate Future Constructions LLP has paid the entire outstanding debt of Prachay Capital Private Limited and had obtained No Dues Certificate dated 31.03.2021 . Accordingly reconveyance executed between the parties by Deed of Reconveyance / Release dated 07.04.2021 registered at the Office of the Sub Registrar Haveli No.XX at Serial No.6468/2021.



c] IDBI Trusteeship Services Ltd. and India Real Estate Investment Fund through its investment manager ICICI Venture Funds Investment Company Limited -

i. It is seen from the copy of Index II of Mortgage Deed dated 27.03.2021 that by Deed of Mortgage dated 27.03.2021 M/s. Pate Future Constructions LLP and M/s Energia Skyi Properties Pvt. Ltd. availed finance from IDBI Trusteeship Services Ltd. and India Real Estate Investment Fund through its investment manager ICICI Venture Funds Investment Company Limited and thereby mortgaged the captioned property as a security of the said loan on the terms and conditions mentioned therein. The said Deed of Mortgage is registered at the Office of the Sub Registrar Haveli-20 at Serial No. 5999/2021.

ii. It is stated in the letter dated 10.05.2021 of Skyi Property Ventures LLP that the said project loan is for carrying out its scheme "SKYI STAR CITY" from India Real Estate Investment Fund acting through its investment manager ICICI Venture Funds Investment Company Limited by mortgaging the said property with them and the said financial institution is having charge for the said project loan on the subject property, the structures and buildings being constructed thereon, As per terms of the said Project loan, it has carved out sold units from above referred mortgage, subject to conditions stated therein and it has agreed to comply with the same. As per terms of the said Project Loan it has to obtain letter of specific consent for releasing and selling the unsold units to the purchaser from the said financial institution, subject to conditions stated therein and it agree to comply with the same.

d] In the other rights column of the 7/12 extract there are yet entries of encumbrances of PNB Housing Finance Ltd. and co-operative society (agricultural loan). As mentioned above loan of PNB has been repaid. It is seen from the letter dated 28.01.2021 of Shri Rajiv Sodas to Tahsildar Haveli that the entry of charge of society is bogus and the same be deleted. However both the said entries are yet to be deleted from the 7/12 extract.



34. Pate Future Constructions Limited Liability Partnership had filed application for change of name from Pate Future Constructions Limited Liability Partnership to Skyi Property Ventures Limited Liability Partnership under Rule 20(3) of the LLP Rules, 2009. The Registrar of Companies vide its Certificate dated 06.05.2021 certified the change of name to Skyi Property Ventures Limited Liability Partnership.

35. It is seen from the letter dated 10.05.2021 of Skyi Property Ventures LLP (formerly known as Pate Future Constructions LLP) as under-

- a] Skyi Property Ventures LLP are developing a scheme namely "Skyi Star City" by obtaining various permissions and sanctions.
- b] It has attached the list of the units/flats which it has already agreed to sell to various intending purchasers in respect of Phase A, B and C, and remaining units as per sanctioned plan out of said concern Real estate projects are unsold.
- c] that there is no dispute or litigation pending in any court / tribunal / authority in respect of the captioned property except R.C.S.1752/2014 and this Opinion is given relying thereon.
- d] By 1st Supplemental Agreement of Limited Partnership dated 17.03.2020 one of the partner of LLP, namely Mr. Nitin Dashrath Dangat retired from LLP and his wife Mrs. Sonali Nitin Dangat was inducted as new partner. Thereafter, for better prospective and to overcome financial issues, the partners of the LLP decided to introduce (1) Enerrgia Skyi Properties Pvt. Ltd., (2) Mr. Amit Anil Jagtap and (3) Mr. Sushant Mohan Jadhav as additional partners, by transferring and assigning majority i.e. 51% shares, rights and liabilities of the continuing partners in the Limited Liability Partnership for development of the said property. For this change in the constitution of the firm, LLP applied for consent of RERA Authority as per the rules and regulation of Real Estate (Regulation and Development) Act, 2016 along with consent of the two-third Allottees of the said two



real estate projects for transfer / assignment of majority share, rights and liabilities in respect of said property by inducting additional partners. Accordingly , the RERA Authority on 28.11.2020 permitted for the said change in the constitution of the LLP.

- e] By and under 2nd Supplemental Agreement of Limited Liability Partnership dated 23.03.2021, executed between the continuing partners and Enerrgia Skyi Properties Pvt. Ltd. and others being incoming partners of the Promoter, the said Limited Liability Partnership firm admitted (1) Enerrgia Skyi Properties Pvt. Ltd., (2) Mr. Amit Anil Jagtap and (3) Mr. Sushant Mohan Jadhav as the additional partners of the LLP, in the manner and on the term and conditions as set out in 2nd Supplemental Agreement of Limited Liability Partnership.
- f] The construction of the said buildings are in process and Skyi Property Ventures LLP has not yet applied for any part completion certificate in respect of any unit or building out of the said Scheme.
- g] It has not yet formed a Co-operative Housing Society or Association of Apartment Owners regarding the said property or part thereof.

36. I caused the search of Index No. II registers at the office of the Sub-Registries for last 30 years in respect of the captioned property and no document evidencing any subsisting mortgage, charge or encumbrance was found recorded from the available registers, except those mentioned herein. On the basis of the same and on the basis of the documents given for my perusal and subject to decision in the pending RCS No. 1752/20 14 in respect of Gat No. 263, which shall be binding on the parties thereto and also subject to the encumbrances appearing in other rights of 7/ 12 record and subject to charge IDBI Trusteeship Services Ltd. and India Real Estate Investment Fund through its investment manager ICICI Venture Fund Investment Company Limited and subject to whatever stated hereinabove, I am of



P. M. KHIRE
Advocate

the opinion that the title of M/s Pate Future Constructions LLP as an owner of Gat Nos. 262, 263, 269, 270, 271, 272, 274 , 275 and 276 and of Shri. Ramachandra alias Chandrakant Bhausaheb Hagawane, Sou. Shakuntala Ramachandra alias Chandrakant Hagawane, Shri. Ganesh Ramachandra alias Chandrakant Hagawane, Chi. Soham Ganesh Hawagane, Chi. Pranav Ganesh Hagawane, Sou. Shubhangi Ganesh Hagawane, Shri. Mangesh Ramachandra alias Chandrakant Hagawane, Chi. Sarthak Mangesh Hagawane, Sou. Dipali Mangesh Hagawane, Shri. Umesh Ramachandra alias Chandrakant Hagawane, Chi. Shreya Umesh Hagawane, Chi. Shlok Umesh Hagawane, Sou. Rupali Umesh Hagawane, Shri. Ravasaheb Bhausaheb Hagawane, Shri. Yuvaraj Ravasaheb Hagawane, Chi. Shrivani Yuvaraj Hagawane, Sou. Sarika Yuvaraj Hagawane, Shri Sachin Ravasaheb Hagawane, Chi. Sangram Sachin Hagawane, Sou. Manasi Sachin Hagawane, Sou. Vaishali Ravasaheb Hagawane alias Vaishali Sunil Ubhe, Shri. Balasaheb Bhausaheb Hagawane, Sou. Meena Balasaheb Hagawane, Shri. Amit Balasaheb Hagawane, Sou. Koma! Amit Hagawane, Sou. Reshma Shekhar Mate alias Reshma Balasaheb Hagawane, Sou. Mayuri Dipak Salunke alias Mayuri Balasaheb Hagawane, Smt. Shobha Devidas Hagawane, Shri. Shekhar Devidas Hagawane, Chi. Antara Shekhar Hagawane, Sou. Punam Shekhar Hagawane , Ku. Nilima Devidas Hagawane alias Sou. Nilima Santosh Kamathe, Sou. Ashabai Shivaji Dhawade, Sou. Sagunabai Baburao Murakute, as owners of Gat No. 273, and rights of development of M/s Pate Future Constructions LLP of Gat No. 273 are clean, clear and marketable.

All the documents are returned herewith.

Yours faithfully,


[P. M. KHIRE]
ADVOCATE