



Ref.:

Date:

FORMAT A  
( Circular No.28/2021)

To,  
MahaRERA  
Housefin Bhavan,  
Plot No. C-21,  
Bandra Kurla Complex,  
Bandra (East),  
Mumbai 400051

## LEGAL TITLE REPORT

**Sub:** Title Clearance Report with respect to all those pieces and parcels of land or ground admeasuring in the aggregate Hectares 23 = 10.37 Ares out of aggregated lands admeasuring Hectares 40 = 97.35 Ares i.e 409735 sq.mtrs. comprised of lands all situate, lying and being at Village Manjri within the Registration Sub-District of Taluka Haveli, District Pune, hereinafter referred to as "**the said Property**" including land admeasuring **14047 square meters** bearing Gat Nos. 124(P), 125(P) and 137(P) ("**said Phase Land**").

### 1. Description of the said Property:

| <u>Sr. No.</u> | <u>Gat No./<br/>Hissa No.</u> | <u>Total Area of layout in<br/>Hectares=Ares</u> | <u>Area being subject matter of<br/>this report</u> |
|----------------|-------------------------------|--------------------------------------------------|-----------------------------------------------------|
| 1              | 124                           | 03 = 19                                          | 01 = 77.37                                          |
| 2              | 125                           | 03 = 20                                          | 01 = 77.14                                          |
| 3              | 127                           | 01 = 02                                          | 01 = 02                                             |
| 4              | 128                           | 00 = 49                                          | 00 = 49                                             |
| 5              | 129                           | 00 = 57                                          | 00 = 57                                             |
| 6              | 130                           | 00 = 45                                          | 00 = 45                                             |
| 7              | 131                           | 01 = 47                                          | 00 = 97.64                                          |
| 8              | 132                           | 01 = 10                                          | 00 = 06.88                                          |
| 9              | 137                           | 02 = 25 out of 02 = 89                           | 02 = 25                                             |
| 10             | 138                           | 02 = 88                                          | 02 = 88                                             |
| 11             | 139                           | 00 = 81                                          | 00 = 81                                             |
| 12             | 140                           | 00 = 36                                          | 00 = 36                                             |
| 13             | 141                           | 00 = 70                                          | 00 = 70                                             |
| 14             | 142                           | 00 = 34                                          | 00 = 34                                             |
| 15             | 144                           | 00 = 43                                          | 00 = 38.27                                          |
| 16             | 145                           | 00 = 52                                          | 00 = 52                                             |
| 17             | 146                           | 01 = 25.5 out of 02 = 51                         | 00 = 98.93                                          |
| 18             | 147                           | 01 = 26                                          | 00 = 88.58                                          |
| 19             | 148                           | 01 = 00                                          | -----                                               |
| 20             | 149                           | 00 = 92                                          | -----                                               |
| 21             | 150                           | 00 = 94                                          | -----                                               |
| 22             | 151                           | 01 = 03                                          | -----                                               |
| 23             | 152                           | 00 = 59                                          | -----                                               |

|              |     |                                 |                   |
|--------------|-----|---------------------------------|-------------------|
| 24           | 153 | 01 = 30                         | -----             |
| 25           | 155 | 00 = 96                         | -----             |
| 26           | 156 | 00 = 68                         | 00 = 00.87        |
| 27           | 157 | 00 = 69                         | 00 = 06.93        |
| 28           | 158 | 00 = 76                         | 00 = 37.58        |
| 29           | 159 | 00 = 27 out of 00 = 86          | 00 = 27           |
| 30           | 160 | 01 = 02                         | 00 = 61.02        |
| 31           | 161 | 00=32.50 Ares out of<br>00 = 78 | 00 = 01.46        |
| 32           | 162 | 01 = 08                         | 00 = 68.47        |
| 33           | 163 | 00 = 83                         | 00 = 07.41        |
| 34           | 164 | 01 = 05                         | 00 = 07.78        |
| 35           | 166 | 01 = 09                         | 00 = 07.22        |
| 36           | 167 | 00 = 57                         | 00 = 03.47        |
| 37           | 169 | 00 = 39.75 out of 01 = 59       | 00 = 39.75        |
| 38           | 170 | 01=97.6 out of 02 = 47          | 01 = 97.6         |
| 39           | 194 | 01=20 out of 02 = 48            | 01 = 20           |
| <b>TOTAL</b> |     | <b>40 = 97.35</b>               | <b>23 = 10.37</b> |

The aforesaid lands admeasuring in aggregate Hectares 40 = 97.35 Ares i.e. 409735 sq.mtrs. is hereinafter referred to as **"the said Larger Property"** and the area admeasuring Hectares 23 = 10.37 Ares which is the subject matter of this report is hereinafter referred to as **"the said Property"**.

2. We have now been instructed by Manjari Housing Projects LLP, a limited liability firm duly incorporated under the provisions of the Limited Liability Act, 2008 having its Office at "Godrej One", 5<sup>th</sup> Floor, Pirojshahnagar, Eastern Express Highway, Vikhroli, Mumbai 400079 (hereinafter referred to as **"the said Owner"**) to update its title to the said Property and towards which we have perused the following :

- Scanned copies of the Latest VII/XII Extracts pertaining to the said lands bearing Gat Nos. 124, 25 and 137, Village Manjari.
- Scanned copy of Mutation Entry No. 6491 dated 26.02.2021
- Scanned copy of Title Certificate dated 27.10.2020 issued by M/s Hariani & Co.
- Scanned copy of Notification dated 27.10.2020 bearing No. RP Pune/ Village ManjariKh., Wagholi/ITP/TPV-1/2986, issued by the Director of Town Planning, Maharashtra State, Pune.
- Scanned copy of Letter of Intent dated 3.03.2021 bearing No. PMH/KAVI/1236/2020, issued by the Office of the Collector, District Pune.
- Scanned copy of Order dated 18.05.2021 bearing No. PMH/KAVI/1434/2020 passed by the Office of the Collector of Pune, granted permission for conversion of user of the land.
- Scanned copy of Order dated 09.07.2021 bearing No. BHA/C.R. No. 616/20-21/ Mouza ManjariKh. & Wagholi, whereby the Office of Pune Metropolitan Development Authority, Pune, sanctioned the larger layout.
- Scanned Copy of Release Deed dated 2.09.2021 (duly Registered under Serial No. 12832 of 2021 with the Sub-Registrar Haveli No. XV, Pune).



- ix. Order dated 31.03.2022 bearing No. 1067/21-22, the Pune Metropolitan Regional Development Authority.
- x. Scanned copy of revised sanctioned plan dated 21.2.2023 bearing No. BHA/C.R.No.1172-22-23/Moze Manjari-Wagholi S. No./Gat No./CTS No. 124 & others Sector R6.
- xi. Scanned copy of Mortgage Deed dated 3.03.2022 (duly Registered under Serial No. 2385 of 2022 with the Sub-Registrar Haveli No. XIV, Pune).
- xii. Index II Search Report dated 16.02.2023 of Shri. Rajesh Palse Advocate for the Phase Land.

### 3. Owner of the said Land

On perusal of the above-mentioned documents and all other documents pertaining to the title of the Property, we are of the opinion that the title of Manjari Housing Projects LLP (Owner and Promoter) is clear and marketable in respect of the said Land as far as can be diligently ascertained (defined in Flow of Title as annexed in Annexure "A") subject to what is mentioned in Title Certificate dated 27.10.2020 issued by M/s Hariani & Co, and further subject to the outcome of pending litigation and outstanding encumbrance of ICICI Bank Limited.

4. On perusal of the above mentioned documents and all other relevant documents/information, as mentioned in our Title Flow annexed hereto, pertaining to title of, inter-alia, of the said Property, we are of the opinion that, subject to what is mentioned in Title Report dated 14.10.2021 read with Addendum dated 18.05.2022 issued by us, the title of the said Owner i.e. Manjari Housing Projects LLP to the said Property is free, clear and marketable and there are no outstanding encumbrances on or in respect thereof as far as can be diligently ascertained. If the facts are different from any of the documents/revenue records and information furnished or documents subsequently furnished and the contents thereof are contrary to the observations on the title made herein, it could have material impact on our conclusions.

The report reflecting the flow of the title of the aforesaid Owner to, inter-alia, the said Property is enclosed herewith as annexure.

Dated this 22<sup>nd</sup> February, '23.

For BENCHMARK LEGAL SERVICES LLP



KIRAN KHANDELWAL, ADVOCATE

Enclosed : Annexure







Ref.:

## **ANNEXURE FLOW OF TITLE**

Date:

### **I. DESCRIPTION OF THE LAND**

All that piece and parcel of land or ground being a portion admeasuring 14047 sq.mtrs. comprised of lands bearing Gat Nos. 124(P), 125(P) and 137(P) carved out of Sector R-6 admeasuring 21435 sq. mtrs comprised of lands bearing Gat Nos. 124 (P), 125(P), 127(P), 128(P), 129(P) and 137(P) out of the sanctioned layout pertaining to, inter-alia, lands admeasuring in aggregate Hectares 40 = 44.97 Ares i.e 404497 Sq.mtrs. (as per Layout) comprised of lands/portions bearing Gat Nos. 124, 125, 127 to 132, 137 (P) to 142, 144 to 153, 155 to 160, 162 to 164, 166, 167, 169, 170 and 194 all situate, lying and being at Village Manjri within the Registration Sub-District of Taluka Haveli, District Pune.

### **II. INSTRUCTIONS:**

Our Client, Manjari Housing Projects LLP, a Limited Liability firm duly incorporated under the provisions of the Limited Liability Act 2008 having its Office at "Godrej One", 5<sup>th</sup> Floor, Pirojshahnagar, Eastern Express Highway, Vikhroli, Mumbai 400079, (hereinafter referred to as "**the said Owner**") has provided us the Title Certificate dated 27.10.2020 issued by M/s.Hariani& Co., Advocate & Solicitor pertaining to the title flow of, inter-alia, the said lands bearing Gat Nos. 124 (P), 125(P) and 137(P) and instructed us to issue a title flow based on the Title Certificate dated 27.10.2020 pertaining to the above captioned Land.

### **III. LIST OF DOCUMENTS**

Our Client has provided us the following documents:

- 1) Scanned copies of the Latest VII/XII Extracts pertaining to the said lands bearing Gat Nos. 124, 25 and 137, Village Manjari.
- 2) Scanned copy of Mutation Entry No. 6491 dated 26.02.2021
- 3) Scanned copy of Title Certificate dated 27.10.2020 issued by M/s Hariani&Co..
- 4) Scanned copy of Notification dated 27.10.2020 bearing No. RP Pune/ Village ManjariKh., Wagholi/ITP/TPV-1/2986, issued by the Director of Town Planning, Maharashtra State, Pune.
- 5) Scanned copy of Letter of Intent dated 3.03.2021 bearing No. PMH/KAVI/1236/2020, issued by the Office of the Collector, District Pune.



- 6) Scanned copy of Order dated 18.05.2021 bearing No. PMH/KAVI/1434/2020 passed by the Office of the Collector of Pune, granted permission for conversion of user of the land.
- 7) Scanned copy of Order dated 09.07.2021 bearing No. BHA/C.R. No. 616/20-21/ Mouza ManjariKh. &Wagholi, whereby the Office of Pune Metropolitan Development Authority, Pune, sanctioned the larger layout.
- 8) Scanned Copy of Release Deed dated 2.09.2021 (duly Registered under Serial No. 12832 of 2021 with the Sub-Registrar Haveli No. XV, Pune).
- 9) Order dated 31.03.2022 bearing No. 1067/21-22, the Pune Metropolitan Regional Development Authority.
- 10) Scanned copy of Revised sanctioned Plan dated 21.2.2023 bearing No. BHA/C.R. No. 1172-22-23/ Moze Manjari-Wagholi S No./G. No/CTS No. 124 & Others Sector R6.
- 11) Scanned copy of Mortgage Deed dated 3.03.2022 (duly Registered under Serial No. 2385 of 2022 with the Sub-Registrar Haveli No. XIV, Pune)
- 12) Index II Search Report dated 16.02.2023 of Shri. Rajesh Palse Advocate.

#### IV. DEVOLUTION OF TITLE:

The Integrated Township Project is being implemented pertaining to, inter-alia, Manjari lands admeasuring in the aggregate 404497 sq.mtrs., however, the present Phase is being implemented on the above captioned Phase Land i.e portion admeasuring 14047 sq.mtrs. which is comprised of lands bearing Gat Nos. 124 (P), 125(P) and 137 (P). In the circumstances, we are reproducing the devolution of title pertaining to the said lands bearing Gat Nos. 124(P), 125(P) and 137(P) from the Title Certificate dated 27.10.2020 issued by M/s. Hariani& Co., which is as following:

##### A) Land bearing Gat No. 124 :

- 1) On implementation of Consolidation Scheme in Village Manjari in the year 1970, names of Tannubai MarutiUndre, Yamuna Babu Undre and Narayan Ganpat Undre were entered on the VII/XII Extract as the owners as tenants in common, each having 5 Aana 4 Paisa share in all that piece and parcel of land or ground admeasuring Hectares 03 =19 Ares bearing Gat No. 124, Village Manjari, Taluka Haveli, District Pune.
- 2) Vide a Deed of Sale dated 8.06.1992 (duly Registered under Serial No. 2891 of 1992 with the Sub-Registrar Haveli No. III, Pune) executed by the said Shri. Narayan Ganpat Undre in favour of Shri. RamkrushnaSopana Sawant, the said Shri. Narayan Ganpat Undre sold a portion admeasuring Hectares 00=30 Ares out of his 5 Aana and 4 Paisa share in the said land bearing Gat No. 124, Village Manjari to the said Shri. RamkrushnaSopana Sawant and accordingly, name of the said Shri. RamkrushnaSopana Sawant was entered on the Record of Rights pertaining to the said land bearing Gat No. 124, Village Manjari as the





holder of the said portion admeasuring Hectares 00= 30 Ares therein vide Mutation Entry No. 3070 dated 17.09.1998.

- 3) Vide a Deed of Sale dated 12.04.1994 (duly Registered under Serial No. 2057 of 1994 with the Sub-Registrar Haveli No. III, Pune) the said Smt. Tanubai Maruti Undre conveyed her share in the said land bearing Gat No. 124, Village Manjari to the said Shri. Narayan Ganpat Undre and effect of the said Deed of Sale is given on the Record of Rights pertaining to the said land bearing Gat No. 124, Village Manjari vide Mutation entry No. 2799 dated 28.02.1997.
- 4) It appears from the Mutation Entry No. 3023 dated 12.06.1998 that the said Shri. Narayan Ganpat Undre died intestate on 6.04.1998, leaving behind him as his only heirs and next of kin, his two widows, namely Kaushalya Narayan Undre and Anjana Narayan Undre, his son, Shri. Kaluram and four daughters, namely, Sheetal, Rupali, Deepali and Poornima, all children then minors. The names of the said heirs of Late Narayan Ganpat Undre were entered on the Record of Rights pertaining to the said land bearing Gat No. 124, Village Manjari as the holders thereof.
- 5) It appears from the Mutation Entry No. 4265 dated 2.05.2006 that, in the meanwhile, the said Smt. Yamunabai Babu Undre died on 8.10.1991, leaving behind her, her Last Will and Testament dated 20.09.1991 (duly Registered under Serial No. 15495 of 1991) whereunder, she bequeathed inter-alia, her share in the said land bearing Gat No. 124, Village Manjari to her nephew, the said Shri. Narayan Ganpat Undre and her grandson, Nitin Baburao Undre and accordingly, their names were entered on the Record of Rights as the holders thereof, However, copy of the said Will is not available for our perusal.
- 6) Vide a Deed of Partition dated 7.09.2006 (duly Registered under Serial No. 6356 of 2008 with the Sub-Registrar Haveli No. III, Pune) executed by and between, inter-alia, the said Shri. Nitin Baburao Undre and heirs of Late Narayan Ganpat Undre, whereby, inter-alia, the said land bearing Gat No. 124, Village Manjari was partitioned amongst themselves. On such partition, a portion admeasuring Hectares 01=29.50 Ares came to the share of the said Nitin Baburao Undre and remaining area admeasuring Hectares 01 = 59.50 Ares (excluding the said portion admeasuring Hectares 00=30 Ares sold to Ramkrushna Sawant) came to the share of heirs of the said Late Narayan Ganpat Undre and accordingly, effect to the same was given on the Record of Rights pertaining to the said land bearing Gat No. 124, Village Manjari vide Mutation Entry No. 4312 dated 30.09.2006.



- 7) Vide an Agreement For Development dated 19.04.2017 (duly Registered under Serial No. 3252 of 2007 with the Sub-Registrar Haveli No. IX, Pune) coupled with Power of Attorney dated 19.04.2017 (duly Registered under Serial No. 3253 of 2007 with the Sub-Registrar Haveli No. IX, Pune) executed by, inter-alia, the said Shri. Ramkrushna Sopana Sawant, the said Shri. Nitin Baburao Undre and the said heirs of Late Narayant Ganpat Undre in favour of Kumar Housing and Land Development Limited, the said Shri. Ramkrushna Sopana and Others granted rights of development of their respective holdings in the said land bearing Gat No. 124, Village Manjari, thereby granting rights of development of land admeasuring Hectares 03 = 19 Ares bearing Gat No. 124, Village Manjari to Kumar Housing and Land Development Limited at or for the consideration and on the terms and conditions therein contained.
- 8) Vide a Deed of Conveyance dated 1.09.2012 (duly Registered under Serial No. 7911 of 2012 with the Sub-Registrar Haveli No. XV, Pune) executed by, inter-alia, the said Shri. Ramkrushna Sopana Sawant, the said Shri. Nitin Baburao Undre and the said heirs of Late Narayant Ganpat Undre in favour of Kul Developers Private Limited, the said Shri. Ramkrushna Sopana Sawant, the said Shri. Nitin Baburao Undre and the said heirs of Late Narayant Ganpat Undre formally conveyed the said land bearing Gat No. 124, Village Manjari to the said Kul Developers Private Limited at the express request and direction of Kumar Urban Development Limited (formerly known as Kumar Housing and Land Development Limited) and the said Kumar Urban Development Limited assigned and transferred all and whatsoever their beneficial right, title and interest to the same to the said Kul Developers Private Limited and effect of the same was given on the Record of Rights pertaining to the said land bearing Gat No. 124, Village Manjari vide Mutation Entry No. 5399 dated 1.11.2013.

**B) Land bearing Gat No. 125:**

- 1) On implementation of Consolidation Scheme in Village Manjari in the year 1970, name of Bhagubai Genu Undre as manager of her Undivided Family entered on the VII/XII Extract as the owner of all that piece and parcel of land or ground admeasuring Hectares 03 = 20 Ares bearing Gat No. 125, Village Manjari, Taluka Haveli, District Pune.
- 2) It appears from the Mutation Entry No. 77 dated 18.07.1971 that name of one Sundrabai Baban Undre entered on the Record of Rights pertaining to 8 Aana share in the said land bearing Gat No. 125, Village Manjari, as the holder thereof pursuant to the Order passed by the Hon'ble Civil Judge Junior Division Pune in Compromise arrived by and between the parties to such Suit, however copy of such Order is not available for our perusal.





- 3) It appears from the Mutation Entry No. 338 dated 4.10.1975, that the said Bhagabai Genu Undre died intestate on 14.06.1975, leaving behind her, as her only heirs and next of kin, her three daughters, namely, TulsabaiBhagujiKidare, MuktabaiDattobaMurkute and Rakhmabai Pandurang Godse and accordingly, the names of the said daughters of Late Bhagabai Genu Undre were entered on the Record of Rights pertaining to the said land bearing Gat No. 127, Village Manjari as the holders of the share of Late Bhagabai Genu Undre therein.
- 4) Vide a Deed of Sale dated 24.12.1982 (duly Registered under Serial No. 7944 of 1952 with the Sub-Registrar Haveli No. XV, Pune) executed by the said TulsabaiBhagujiKidare, MuktabaiDattobaMurkute and Rakhmabai Pandurang Godse in favour of Gulab Ramchandra Undre and Sonba Ramchandra Undre, the said TulsabaiBahguji and Others sold the said land bearing Gat No. 125, Village Manjari to the said Gulab Ramchandra Undre and Another and accordingly, their names were entered on the Record of Rights pertaining to the said land bearing Gat No. 125, Village Manjari as the holders thereof.
- 5) Vide a Sale Deed dated 20.02.2008 (duly Registered under Serial No. 1843 of 2008 with the Sub-Registrar Haveli No. IX, Pune) executed by inter-alia, the said Gulab Ramchandra Undre and Sonba Ramchandra Undre and their respective family members in favour of the said KrutiLalitkumar Jain, the said Gulab RamchandrUndre and Others assigned, transferred and conveyed the said land bearing Gat No. 125, Village Manjari to the said Kruti Lalit Jain and accordingly, name of KrutiLalitkumar Jain was entered on the Record of Rights pertaining to the said land bearing Gat No. 125, Village Manjari as the holder thereof vide Mutation Entry No. 4550 dated 29.02.2008.
- 6) Vide a Deed of Conveyance dated 4.05.2010 (duly Registered under Serial No. 618 of 2010 with the Sub-Registrar Haveli No. I, Pune) executed by the said KrutiLalitkumar Jain in favour of L.K. Developers Private Limited now known and renamed as KUL Developers Private Limited, the said KrutiLalitkumar Jain assigned, transferred and conveyed the said land bearing Gat No. 125, Village Manjari to the said KUL Developers Private Limited and accordingly, name of the said KUL Developers Private Limited was entered on the Record of Rights pertaining to the said land bearing Gat No. 125, Village Manjari as the holder thereof vide Mutation Entry No. 4747 dated 4.08.2010.

**C) Land bearing Gat No. 137**

- 1) On implementation of Consolidation Scheme in Village Manjari in the year 1970, name of Shri. Babu KushavaUndre was entered on the VII/XII





Extract as the owner of all that piece and parcel of land or ground admeasuring Hectares 02 =89 Ares bearing Gat No. 137, Village Manjari, Taluka Haveli, District Pune.

- 2) It appears from the Mutation Entry No. 1197 dated 14.02.1985 that vide a Deed of Sale dated 13.05.1983, the said Shri. Babu KushabaUndre sold a portion admeasuring Hectares 00=81 Ares out of the said land bearing Gat No. 137, Village Shri. Bajirao NamdeoGhule and Shri. VasantraoDattatrayaBelhekar and accordingly, the names of the said Shri. Bajirao NamdeoGhule and Shri. VasantraoDattatrayaBelhekar were entered on the Record of Rights as the holders of the said portion admeasuring Hectares 00=81 Ares therein, however copy of the said Sale Deed dated 13.05.1983 is not available for our perusal.
- 3) Vide a Deed of Sale dated 16.08.1985 (duly Registered under Serial No. 8134 of 1985 with the Sub-Registrar Haveli No. II, Pune) executed by the said Shri. Babu KushabaUndre in favour of one Shri. RamkrishnaSopana Sawant, the said Shri. Babu KushabaUndre sold a portion admeasuring Hectares 00=53 Ares out of the said land bearing Gat No. 137, Village Manjari to the said Shri. RamkrishnaSopana Sawant and accordingly, name of the said Shri. RamkrishnaSopana Sawant was entered on the Record of Rights pertaining to the said land bearing Gat No. 137, Village Manjari as the holder of the said portion admeasuring Hectares 00= 53 Ares therein vide Mutation Entry No. 1439 dated 6.03.1987.
- 4) Vide a Deed of Sale dated 23.01.1987 (duly Registered under Serial No. 2810 of 1987 with the Sub-Registrar Haveli No. II, Pune) executed by the said Shri. Bajirao NamdeoGhule in favour of Shri. RamkrishnaSopanaSawant, the said Shri. Bajirao NamdeoGhule sold a portion admeasuring Hectares 00=27 Ares out of his holding in the said land bearing Gat No. 137, Village Manjari to the said Shri. RamkrishnaSopana Sawant and accordingly, effect of the same is given on the Record of Rights pertaining to the said land bearing Gat No. 137, Village Manjari and name of the said Shri. RamkrishnaSopana Sawant was entered as the holder of the said portion admeasuring Hectares 00= 27 Ares therein.
- 5) Vide a Deed of Sale dated 5.10.1983 (duly Registered under Serial No. 2809 of 1987 with the Sub-Registrar Haveli No. II, Pune) executed by the said Shri. Babu KushabaUndre in favour of Shri. RamkrishnaSopana Sawant, the said Shri. Babu KushabaUndre sold a portion admeasuring Hectares 00=80 Ares out of the said land bearing Gat No. 137, Village Manjari to the said Shri. RamkrishnaSopanaSawant and accordingly, name of the said Shri. RamkrishnaSopana Sawant was entered on the Record of Rights pertaining to the said land bearing Gat No. 137, Village



Manjari as the holder of the said portion therein vide Mutation Entry No. 1440 dated 6.03.1987.

- 6) Vide a Deed of Sale dated 19.02.1988 (duly Registered under Serial No. 2664 of 1988 with the Sub-Registrar Haveli No. I, Pune) the said Shri. Babu KushabaUndre sold a portion admeasuring Hecares 00=75 Ares out of the said land bearing Gat No. 137, Village to one Shri. DilipBaburaoChaundhkar and accordingly, name of the said Shri. DilipBaburaoChaundhar was entered on the Record of Rights as the holder of the said portion admeasuring Hectares 00=75 Ares therein vide Mutation Entry o. 1588.
- 7) Vide a Deed of Sale dated 24.01.1995 (duly Registered under Serial No. 804 of 1995 with the Sub-Registrar Haveli No. III, Pune) the said Shri. RamkrushnaSopana Sawant sold a portion admeasuring Hectares 00=30 Ares out of his purchased holding in the said land bearing Gat No. 137, Village Manjari to Shakuntala MancharUndre and PushpalataPundlikUndre and only name of Shakuntala MancharUndre was entered on the Record of Rights pertaining to the said land beaqring Gat No. 137, Village Manjari as the holder of te said portion admeasuring Hectares 00=30 Ares vide Mutation Entry No. 2638 dated 6.01.1996. Subsequently, it appears from Mutaton Entry No. 4131 that vide a Deed of Sale dated 19.03.2005 duly Registered under Serial No. 1563 of 2005, the said Shri. RamkrushnaSopana Sawant re-purchased the same from Shakuntala and accordingly, name of the said Shri. RamkrushnaSopana Sawant re-entered as the holder of the said portion on the Record of Rights pertaining to the said land bearing Gat No. 137, Village Manjari.
- 8) Vide a Deed of Sale dated 10.03.1998 (duly Registered under Serial No. 1253 of 1999 with the Sub-Registrar Haveli No. III, Pune) the said Shri. RamkrushnaSopana Sawant sold a poriotnadmeasuring Hectares 00=60 Ares out of his purchased holding to one Hrushikesh nee Sonu Dilip Sawant through his natural guardian RatnamalaSudamIngwale and accordingly, his name was entered in the Record of Rights as the holder of the said portion admeasuring Hectares 00=60 Ares therein vide Mutation Entry No. 3086.
- 9) Vide an Agreement For Development dated 17.04.2007 (duly Registered under Serial No. 3237 of 2007 with the Sub-Registrar Haveli No. IX, Pune) coupled with Power of Attorney dated 17.04.2007 (duly Registered under Serial No. 3238 of 2007 with the Sub-Registrar Haveli No. IX, Pune) the said Shri. DilipBaburaoChaundhar granted rights of development of his holding admeasuring Hectares 00=75 Ares out of the said land bearing Gat No. 137, Village Manjari to Kumar Housing and





Land Development Limited at or for the consideration and on the terms and conditions therein contained.

- 10) Vide an Agreement For Development dated 18.04.2007 (duly Registered under Serial No. 3243 of 2007 with the Sub-Registrar Haveli No. IX, Pune) coupled with Power of Attorney dated 18.04.2007 (duly Registered under Serial No. 3244 of 2007 with the Sub-Registrar Haveli No. IX, Pune) the said Hrushikesh Dilip Sawant granted rights of his holding admeasuring Hectares 00=60 Ares out of the said land bearing Gat No. 137, Village Manjari to Kumar Housing and Land Development Limited at or for the consideration and on the terms and conditions therein contained.
- 11) Vide an Agreement For Development dated 18.04.2007 (duly Registered under Serial No. 3246 of 2007 with the Sub-Registrar Haveli No. IX, Pune) read with Supplementary Agreement dated 22.01.2008 (duly Registered under Serial No. 1404 of 2008 with the Sub-Registrar Haveli No. XV, Pune) coupled with Power of Attorney dated 18.04.2007 (duly Registered under Serial No. 3247 of 2007 with the Sub-Registrar Haveli No. IX, Pune) the said Shri. Ramkrushna Sopan Sawant granted rights of a portion admeasuring Hectares 01 = 00 Ares out of his purchased out of the said land bearing Gat No. 137, Village Manjari to Kumar Housing and Land Development Limited at or for the consideration and on the terms and conditions therein contained.
- 12) Vide a Deed of Conveyance dated 1.09.2012 (duly Registered under Serial No. XV, Pune) executed, by inter-alia, the said Shri. Dilip Baburao Chaudhkar and Hrushikesh Dilip Sawant in favour of Kul Developers Private Limited, the said Shri. Dilip Baburao Chaudhkar and Hrushikesh Dilip Sawant formally conveyed their respective holdings admeasuring Hectares 00= 75 Ares and Hectares 00 = 60 Ares in the said land bearing Gat No. 137, Village Manjari to the said Kul Developers Private Limited at the express request and direction of Kumar Urban Development Limited (formerly known as Kumar Housing and Land Development Limited) and the said Kumar Urban Development Limited assigned and transferred all and whatsoever their beneficial right, title and interest to the same to the said Kul Developers Private Limited and effect of the same was given on the Record of Rights pertaining to the said land bearing Gat No. 137, Village Manjari vide Mutation Entry No. 5399 dated 1.11.2013.
- 13) Vide a Deed of Sale dated 17.01.2013 (duly Registered under Serial No. 452 of 2013 with the Sub-Registrar Haveli No. XV, Pune) executed by, inter-alia, the said Ramkrushna Sopana Sawant since deceased through his heirs, Subhadrabai Ramkrushna Sawant and Others in favour of Kul Developers Private Limited, the said Subhadrabai Ramkrushna Sawant and Others formally conveyed a portion admeasuring Hectares 00 = 90



Ares out of the said portion admeasuring Hectares 01 =00 Ares (the rights of which were granted to Kumar Housing And Land Development Limited) in the said land bearing Gat No. 137, Village Manjari to the said Kul Developers Private Limited at the express request and direction of Kumar Urban Development Limited (formerly known as Kumar Housing and Land Development Limited) and the said Kumar Urban Development Limited assigned and transferred all and whatsoever their beneficial right, title and interest to the same to the said Kul Developers Private Limited and effect of the same was given on the Record of Rights pertaining to the said land bearing Gat No. 137, Village Manjari vide Mutation Entry No. 5303 dated 22.02.2013.

- D) Vide a Deed of Conveyance dated 01.02.2019 (duly registered under Serial No. 9001/2019 with the Sub Registrar, Haveli XI, Pune) executed by Ashdan Developers Private Limited (earlier known as KUL Developers Private Limited) in favour of Manjari Housing Projects LLP (earlier known as Godrej Avamark LLP), the said Ashdan Developers Private Limited, assigned, transferred and conveyed area admeasuring in the aggregate Hectares 23 = 10.37 Ares (comprised of the above captioned lands) out of the Manjari Lands to the said Manjari Housing Projects LLP. Effect of the aforesaid Deed of Conveyance dated 1.02.2019 is given on the Record of Rights pertaining to the said Property vide Mutation Entry No. 6491 dated 26.02.2021 and accordingly, name of the said Owner entered as the holder thereof

#### V. APPROVALS/SANCTIONS/PERMISSIONS:

- 1) Vide its Notification dated 27.10.2020 bearing No. RP Pune/Village-ManjariKh., Wagholi/ITP/TPV-1/2986, the Town Planning and Valuation Development, Government of Maharashtra have issued the revised Location Clearance to Ashdan Developers Private Limited jointly with Manjari Housing Projects LLP, pertaining to the lands of Village Wagholi admeasuring in the aggregate 2,01,450 sq. mtrs ("**Wagholi Lands**") together with lands at Village Manjari admeasuring in the aggregate 404497 Sq.mtrs ("**Manjari Lands**") as per terms and conditions more particularly set therein, and which lands totally admeasures 6,05,947 sq. mtrs ("**Aggregated Land/Aggregated Layout**") and is hereinafter referred to as "**Integrated Township Project/ITP**".
- 2) Pursuant to application made in that behalf, the Office of the Collector, District Pune have also issued revised Letter of Intent dated 3rd March, 2021 bearing No. PMH/KAVI/1236/2020 for amalgamating of the Wagholi lands and the Manjari Lands on the terms and conditions more particularly set therein.





- 3) Vide an Order dated 18.05.2021 bearing No. PMH/KAVI/1434/2020 passed by the Office of the Collector of Pune, permission for conversion of user of the Wagholi Lands for residential and commercial is granted.
- 4) Subsequently, pursuant to the application made in that behalf, vide an Order dated 09.07.2021 bearing No. BHA/C.R. No. 616/20-21/ Mouza ManjariKh. &Wagholi, the Office of Pune Metropolitan Development Authority, Pune, sanctioned the larger layout pertaining to the aforesaid Aggregated Land whereby the same is carved out into several sectors denoting land use allocation comprising of type of development permissible as per the Rules and Regulations. On the perusal of the aforesaid sanctioned layout it is observed that Sector 6 is carved out of portions out of lands bearing Gat Nos. 124 to 129 and 137 out of the Manjari Lands.
- 5) Vide its Order dated 31.03.2022 bearing No. 1067/21-22, the Pune Metropolitan Regional Development Authority sanctioned a revised layout pertaining to, inter-alia, the said Aggregated Land on the the terms and conditions mentioned therein.
- 6) Vide its Order dated 21.02.2023 bearing No. BHA/C.R. No. 1172-22-23/ Moze Manjari-Wagholi S No./G. No/CTS No. 124 & Others Sector R6, the Pune Metropolitan Regional Development Authority sanctioned a building plan for the construction to be carried out on the said sector R6 on the the terms and conditions mentioned therein.

#### VI. LITIGATION :

With regard to the pending Suits mentioned in the Title Certificate dated 27.10.2020, as informed by the Client, the following are the details along with the present status:

- a) As regard to Special Civil Suit bearing No. 494/2008 filed by Shri. Eknath Kisan Undre & Others against Shri. Gulab Ramchandra Undre and Others, as on the date of issuance of this Report, no adverse order has been passed therein. The next date of hearing is 4.02.2023.
- b) As regard to Second Appeal bearing No. 479/2008 filed by Shri. Eknath Kisan Undre & Others against Shri. Gulab Ramchandra Undre & Others, it appears that :
  - i) Ashdan Developers Private Limited and Manjari Housing Projects LLP filed an Interim Application No. 2507 of 2020 in Second Appeal No. 479 of 2008 for, inter-alia, seeking impleadment as a party. Accordingly, vide Order dated 2.08.2021, the Hon'ble Court has impleaded Ashdan Developers Private



Limited and Manjari Housing Projects LLP as Respondents Nos. 6 and 7 respectively in the aforesaid Second Appeal.

ii) Shri. Eknath Kisan Undre filed an Interim Application No. 2669 of 2020 in Second Appeal No. 479 of 2008 to, inter-alia, implead Ashdan Developers Private Limited as a party. Accordingly, vide Order dated 2.08.21, the Hon'ble Court in view of the Order passed in IA No. 2507 of 2020 observed that present Application for impleadment of Ashdan Developers Private Limited does not survive. Further, vide the same Order, the Hon'ble Court has kept the present IA pending for consideration of other prayer clauses.

iii) Shri. Eknath Kisan Undre has also filed an Interim Application No. 16951 of 2021 in Second Appeal No. 479 of 2008 which is yet to be listed for hearing.

- c) Pushpalata Pandit Undrefiled RTS Appeal bearing No. 908/2022 against Shakuntala Undre before Sub-Divisional Officer, Haveli No. 4, Pune for challenging Ferfar Nos. 2638, 4131, 5399 and 6003 in respect of land bearing Gat No. 137, Village Manjri. The next date of hearing is 6.02.2023.
- d) Kul Developers Private Limited filed a Criminal Miscellaneous Application bearing No. 4000/2017 against Arvind Mandal by which Prayer for police investigation under 156/3 of CRPC is rejected. The next date of hearing is 8.02.2023.
- e) Kul Developers Private Limited filed a Revision Application No. 581/2018 for setting aside the Order dated 16.08.2018 passed in Criminal Miscellaneous Application bearing No. 4000/2017, against Arvind Mandal, . The next date of hearing is 22.02.2023.
- f) Expat Engineerings (India) Limited filed a Darkhast bearing No. 2409/2019 in the Additional District & Sessions Judge, Pune before Shri. S. G. Vedpathak for execution of Award passed in the Arbitration proceedings filed by it against Ashdan Developers Private Limited. The next date of hearing is 11.02.2023.
- g) As regard to Regular Civil Suit No. 2097/2021 filed by Pundalik alias Pandit Undre against Shakuntala Manohar Undre&Others for partition in respect of land bearing Gat No. 137, Village Manjri. The next date of hearing is 9.03.2023.
- h) Regular Civil Suit No. 1170/2014 filed Kul Developers Pvt. Ltd against Shri. Suresh Dattatray Kute& Other pertaining to Gat No.





160, Village Manjari, seeking for permanent injunction. The same is pending.

The details of the aforesaid litigations have been provided by the said Owner. Further, save and except as mentioned above, we have also been informed by the representative of the said Owner/our Client, that there are currently no litigation filed by or against the said Owner affecting the title of the above captioned Land.

## VII. CHARGES:

- 1) Vide a Release Deed dated 2.09.2021 (duly Registered under Serial No. 12832 of 2021 with the Sub-Registrar Haveli No. XV, Pune) executed by Indiabulls Housing Finance Limited (referred as the Releasortherein) and Ashdan Developers Private Limited (referred as the Releasee therein) the Releasor released its charge/mortgage from the said Property created vide Mortgage Deeds, details whereof are mentioned hereinbelow:
  - Deed of Mortgage dated 28.05.2018 bearing Registration No. 6971/2018, Haveli-XV.
  - Deed of Mortgage dated 28.05.2018 bearing Registration No. 6972/2018, Haveli-XV
  - Deed of Mortgage dated 28.05.2018 bearing Registration No. 6973/2018, Haveli-XV read with Rectification Deed dated 10.10.2018 bearing Registrarion No. 17913/2018, Haveli XV.
  - Deed of Mortgage dated 25.09.2018 bearing Registration No. 13313/2018, Haveli-XV
  - Deed of Mortgage dated 29.09.2018 bearing Registration No. 13544/2018, Haveli-XV
  - Deed of Mortgage dated 29.09.2018 bearing Registration No. 13545/2018, Haveli-XV
- 2) Vide a Deed of Mortgage dated 3.03.2022 (duly Registered under Serial No. 2385 of 2022 with the Sub-Registrar Haveli XIV, Pune) executed by and between, inter-alia, the said Owner and ICICI Bank Limited, a company incorporated under the provisions of the Companies Act, 1956 and a bank within the meaning of the Bank by Regulation Act, 1949 having its Registered Office at ICICI Bank Tower, Near Chakli Circle Old Padra Road, Vadodara-395007, Gujarat, the said Owner taken certain loan facilities from the said ICICI Bank Limited and mortgaged, inter-alia, the above captioned land with the said Bank.



### VIII. INDEX II RECORDS SEARCH:

We have caused search to be taken through our associate, Shri. Rajesh Palse, Advocate who has taken search of the available, unmutilated and relevant Index II Record in the Offices of the concerned Sub-Registrar and on the website of Department of Registration and Stamps Government of Maharashtra from time to time for the relevant period in respect of the above captioned Property, who has given his Reports dated \_\_.2023 for the same. Such search of the said Index II Record has not disclosed any outstanding encumbrance on or in respect of the above captioned Property or any entry adverse to the title of the said Owner.

### XI. REVENUE RECORD :

On perusal of latest VII/XII Extracts, we observe that the name of the said Owner is updated on the VII/XII Extracts for the Gat Nos. 124, 125, and 137 (p).

### X: GENERAL :

- 1) This report is based on the review of scanned copy of documents as mentioned above and Record of Rights as mentioned above made available for our perusal and also on the information furnished and representations made by the Client to us.
- 2) Save and except of litigation as mentioned above, we are not provided with any papers/details pertaining to any pending litigation, proceedings, enquiry, etc. before any court of law, Tribunal, etc in respect of the above captioned Property and we have relied on the same and no separate search in the courts is carried out by us.
- 3) On the perusal of papers provided to us, it is observed that presently there is no mortgage, charge, liens, attachments, claims, demands or other encumbrances on or against the above captioned Property save and except charge of ICICI Bank Limited mentioned in the earlier Report.
- 4) We have not inspected and perused the original documents in respect of the above captioned Property.
- 5) For the purpose of this Report, we have reproduced the title flow from the Title Certificate dated 27.10.2020 issued by M/s Hariani & Co. and have not carried out seperate verification of the same.
- 6) For the purpose of this report, we have assumed the legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as photocopies.
- 7) We express no view relating to reservation, FSI, plan, permission, approval or development potential of the above captioned Property.
- 8) We have not verified and express no view pertaining to construction of housing project, sell of units/flats in such housing project, compliance of





provisions of Real Estate (Regulation and Development) Act, 2016 and matters/issues pertaining to the same.

- 9) We have not verified the market value of lands and the stamp duty paid on various documents referred to herein nor we express any view on the same.
- 10) We have assumed the accuracy and completeness of all factual representation made in the documents/Title Certificate dated 27.10.2020 which is provided by our Client and requested by them to rely on the same.

#### **XI: CONCLUSION**

This Report is in furtherance of the aforesaid Title Certificate dated 27.10.2020 issued by M/s Hariani & Co., Advocate & Solicitor and on the review of the aforesaid documents made available for our perusal and also on the information furnished and representations made by the representative of the Client to us, and on the basis of the same, we are of the opinion that subject to what is mentioned above and in the Title Certificate dated 27.10.2020, title of the said Manjari Housing Projects LLP to the above captioned Land is free, clear and marketable as far as can be diligently ascertained subject to the provisions, Rules and Regulations of Integrated Township and of Real Estate (Regulation and Development) Act, 2016. If the facts are different from any of the documents/revenue records and information furnished or documents/information subsequently furnished and the contents thereof are contrary to the observations on the title made herein, it could have material impact on our conclusions.

Dated 22<sup>nd</sup> February, 2023.

For BENCHMARK LEGAL SERVICES LLP



KIRAN KHANDELWAL, ADVOCATE