

M/S. RAJIV PATEL & ASSOCIATES

ADVOCATES

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

Ref No. :

Date :

CERTIFICATE OF TITLE

RE: The contiguous block admeasuring Hectares 01=73 Ares formed of all those pieces and parcels of land or ground admeasuring Hectares 00=56.60 Ares, Hectares 00 = 58.20 Ares and Hectares 00 = 58.20 Ares bearing Pot Hissa Nos.1, 2 and 3 respectively of Hissa No.8A of land bearing Survey No.12, situate, lying and being at Village Mohammedwadi within the Registration Sub-District of Taluka Haveli, District Pune and within the extended limits of the Municipal Corporation of Pune and falling in the "Residential" zone under the Draft Development Plan for the extended areas of the City of Pune currently in force and which contiguous block is bounded as follows, that is to say :

On or towards the East	:By land bearing Survey No.11, Gaothan (Forest).
On or towards the South	:By Road.
On or towards the West	:By land bearing Survey No.12/9, Mohammedwadi, Pune
On or towards the North	:By land bearing Survey No.12A, Mohammedwadi, Pune

Excluding, however, the Amenity Space admeasuring 1977.74 sq.mtrs out of the layout sanctioned in respect of the above captioned Land as the said Amenity Space has been handed over to the Municipal Corporation of Pune.

We have been instructed by M/S.HASTHSHILP REALTY, a partnership firm having its Registered Office at 401, Wellesely Court, S.No.15/B, Wellesely Road, Pune 411001, to investigate the title of the respective owners of parts/ portions out of land bearing Survey No.12 Hissa No.8A/1, Mohammedwadi, Pune and of the owners of the lands bearing Hissa Nos.8A/2 and 8A/3 of Survey No.12, Mohammedwadi, Pune and the beneficial title of the said M/s.Hasthshilp Realty



thereto. We have carried out such investigation and our observations in respect thereof is as under:-

- 1) One Babu Rama Ghule was the holder of land admeasuring 04 Acres and 10 Gunthas bearing Survey No.12 Hissa No.8A, Village Mohammedwadi, Taluka Haveli, District Pune.
- 2) The said Babu Rama Ghule died intestate on 17.06.1950 leaving behind him as his only heirs and next-of-kin, his sons, Baban, Kalu and Balu, and his widow, Rajubai Babu Ghule. The names of the said heirs of the late Babu Rama Ghule were duly entered on the Revenue Record pertaining to the said land bearing Survey No.12 Hissa No.8A, Village Mohammedwadi as the holders thereof vide Mutation Entry No.1111 dated 01.07.1950.
- 3) The name of one Bhiku Pandharinath Ghule was entered in the "Other Rights" Column of the VII/XII Extract pertaining to the said land bearing Survey No.12 Hissa No.8A, Village Mohammedwadi as an "ordinary" tenant thereof vide Mutation Entry No.1160 dated 12.11.1953.
- 4) The provisions of the Maharashtra Weights & Measures Act, 1958 and of the Indian Coinage Act, 1955 were made applicable to Village Mohammedwadi and, accordingly, the area of the said land bearing Survey No.12 Hissa No.8A, Mohammedwadi was shown to be "Hectares 01=73 Ares" instead of 4 Acres and 10 Gunthas vide Mutation Entry No.1676 dated 24.02.1969.
- 5) The said Baban, Kalu and Balu Babu Ghule effected a partition of certain lands in Village Mohammedwadi jointly held by them (including the said land bearing Survey No.12 Hissa No.8A, Mohammedwadi) and, on such partition, the said land was divided into three parts/ portions admeasuring Hectares 00=56.60 Ares, Hectares 00=58.20 Ares and Hectares 00=58.20 Ares and which portions were assigned Pot Hissa Nos.1, 2 and 3 of Hissa No.8A of Survey No.12,

Mohammedwadi and the same came to the respective shares of the said Baban Babu Ghule, Kalu Babu Ghule and Balu Babu Ghule respectively. The said partition was given due effect to in the Revenue Record vide Mutation Entry No.3940 dated 25.04.1992.

- 6) Vide a Deed of Partition dated 07.04.1993 (duly registered under Serial No.1574 of 1993 with the Sub-Registrar, Haveli, Pune) the said Baban Babu Ghule and members of his Family partitioned the said land bearing Survey No.12 Hissa No.8A/1, Mohammedwadi amongst themselves and, on such partition, portions admeasuring Hectares 00=10 Ares, Hectares 00=10 Ares, Hectares 00=10 Ares, Hectares 00=10 Ares, Hectares 00=10 Ares and Hectares 00=06 Ares thereof came to the respective shares of Baban Babu Ghule, Shivaji Baban Ghule, Tanaji Baban Ghule, Manohar Baban Ghule, Sambhaji Baban Ghule and Nanda Shivaji Ghule. The names of the said holders of the said portions out of the said land bearing Survey No.12 Hissa No.8A/1, Mohammedwadi were entered on the VII/XII Extract in respect of the said land bearing Survey No.12 Hissa No.8A/1, Mohammedwadi as the holders of their said respective portions thereof vide Mutation Entry No.5110 dated 16.12.1996.
- 7) The name of the said Bhiku Pandharinath Ghule was deleted from the "Other Rights" column of the VII/XII Extract pertaining to the said land bearing Survey No.12 Hissa No.8A, Mohammedwadi vide Mutation Entry No.4297. However, the same was re-entered vide Mutation Entry No.7365 dated 21.10.2000.
- 8) The said Kalu Babu Ghule availed of loans from time to time from the Sanmitra Co-operative Bank, Hadapsar and charges in favour of the said Bank were created on the said land bearing Survey No.12 Hissa No.8A, Mohammedwadi as security for repayment of such loans. Accordingly, the name of the said Bank was entered in the "Other Rights" column of the VII/XII Extract pertaining to the said land bearing Survey No.12 Hissa No.8A, Mohammedwadi vide Mutation Entry Nos.7585 and 8544. However, on repayment of the said loan amounts and



all other dues to the said Sanmitra Co-operative Bank, Hadapsar, the name of the said Sanmitra Co-operative Bank, Hadapsar was deleted from the "Other Rights" column of the VII/XII Extract thereof vide Mutation Entry No.12444 dated 13.08.2012.

- 9) The said Tanaji Baban Ghule died intestate on 16.10.2006 leaving behind him as his only heirs and next-of-kin his father, the said Baban Babu Ghule, three brothers, the said Shivaji, Manohar and Sambhaji Baban Ghule and one sister, the said Nanda Shivaji Ghule.
- 10) The said Kalu Babu Ghule died intestate on 04.12.2007 leaving behind him as his only heirs and next-of-kin his widow namely, Sindhubai Kaluram Ghule, one son namely, Ashok Kaluram Ghule, and one married daughter namely, Alka Valmik Jadhav. The names of the said heirs of the said Late Kalu Babu Ghule were entered on the VII/XII Extract pertaining to the said land bearing Survey No.12 Hissa No.8A/2, Mohammedwadi as the holders thereof vide Mutation Entry No.10174.
- 11) The said Sambhaji Baban Ghule died intestate on 19.02.2007 leaving behind him as his only heirs and next-of-kin his widow namely, Supriya Sambhaji Ghule, one son namely, Hrithik Sambhaji Ghule, and one daughter namely, Hrutika Sambhaji Ghule. The names of the said heirs of the said Late Sambhaji Baban Ghule were entered on the VII/XII Extract pertaining to the said land bearing Survey No.12 Hissa No.8A/1, Mohammedwadi as the holders of his share admeasuring Hectares 00=10 Ares therein vide Mutation Entry No.10567 dated 01.12.2008.
- 12) The said Manohar Baban Ghule died intestate on 15.07.2008 leaving behind him as his only heirs and next-of-kin his widow namely, Vaishali Manohar Ghule, and two sons namely, Vikrant and Abhishek Manohar Ghule. The names of the said heirs of the said Late Manohar Baban Ghule were entered on the VII/XII Extract pertaining to the said land bearing Survey No.12 Hissa No.8A/1, Mohammedwadi

as the holders of his share admeasuring Hectares 00=10 Ares therein vide Mutation Entry No.10568 dated 01.12.2008.

13)The said Baban Babu Ghule died intestate on 04.09.2010 leaving behind him as his only heirs and next-of-kin his said son, Shivaji Baban Ghule, the said heirs of the Late Sambhaji Baban Ghule and Manohar Baban Ghule and the said daughter, Nanda Shivaji Ghule.

14)The said heirs of the said Late Kalu Babu Ghule availed of a loan from the Sanmitra Co-operative Bank, Hadapsar charges in favour of the said Bank were created on the said land bearing Survey No.12 Hissa No.8A/2, Mohammedwadi as security for repayment of such loans. Accordingly, the name of the said Bank was entered in the "Other Rights" column of the VII/XII Extract pertaining to the said land bearing Survey No.12 Hissa No.8A/2, Mohammedwadi vide Mutation Entry No.10847. However, on repayment of the said loan amounts and all other dues to the said Sanmitra Co-operative Bank, Hadapsar, the name of the said Sanmitra Co-operative Bank, Hadapsar was deleted from the "Other Rights" column of the VII/XII Extract thereof vide Mutation Entry No.12084 dated 28.11.2011.

15)Vitthal Bhika Ghule and members of his family filed Regular Civil Suit No.304 of 1996 in the Court of the Civil Judge, Junior Division, Pune against Baban Babu Ghule and Others claiming a Declaration that they held an undivided one-half share in the land bearing Survey No.12 Hissa No.8A, Mohammedwadi. The said Suit bearing Regular Civil Suit No.304 of 1996 was decreed by the Hon'ble Court on 17.05.2003 whereupon the said Baban Babu Ghule and Others preferred an Appeal (bearing Civil Appeal No.370 of 2003) in the Court of the District Judge, Pune. The said Hon'ble Appellate Court without setting aside the said Judgement and Decree dated 17.05.2003 framed additional issues and directed the said Trial Court to adjudicate upon the same. Proceedings before the Revenue Authorities under the provisions of the Maharashtra Land Revenue



Code, 1966 were also held between the said parties to the said Regular Civil Suit No.304 of 1996 culminating in an Order dated 27.04.2000 by the Additional Collector, District Pune in RTS No.170 of 1998. However, vide a Document dated 10.05.2011 (duly registered under Serial No.3871 of 2011 with the Sub-Registrar, Haveli XIII, Pune), Vimal Vitthal Ghule and Others (Plaintiffs) in the said Regular Civil Suit No.304 of 1996 assigned and transferred all and whatsoever their claim/ share in the above captioned lands to/in favour of the said M/s.Hasthshilp Realty. However, pursuant to an amicable settlement arrived at between the parties to the said Suit, the said Suit was disposed of by the said Hon'ble Court on 02.03.2013.

16)Vide a Deed of Sale dated 14.06.2011 (duly registered under Serial No.5111 of 2011 with the Sub-Registrar, Haveli III, Pune), the said Nanda Shivaji Ghule assigned, transferred, assured and conveyed a portion admeasuring Hectares 00=04 Ares out of her holding in the said land bearing Survey No.12 Hissa No.8A/1, Mohammedwadi to/in favour of Vaishali Manohar Ghule.

17)Vide a Agreement for Development dated 28.07.2011 (duly registered under Serial No.6370 of 2011 with the Sub-Registrar, Haveli XIII, Pune), the said Shivaji Baban Ghule, Nanda Shivaji Ghule and Members of their Family, the said heirs of the Late Sambhaji Baban Ghule, the said heirs of the Late Manohar Baban Ghule, the said Balu Babu Ghule and Members of his Family and the said heirs of the Late Kalu Balu Ghule, granted rights of development of their respective holdings in the above captioned Land to/in favour of the said M/s.Hasthshilp Realty at or for the consideration and on the terms and conditions therein contained.

18)Vide a Deed of Release dated 05.07.2014 (duly registered under Serial No.6733 of 2014 with the Sub-Registrar, Haveli VII, Pune), Harshada Nilesh Ghule nee Swati Narayan Dorage (daughter of the Late Nilesh Shivaji Ghule) released all

and whatsoever her right, title and interest in the said land bearing Survey No.12 Hissa 8A/1, Mohammedwadi, Pune to/in favour of Shivaji Baban Ghule.

19)Vide an Supplemental Agreement dated 28.11.2014 (duly registered under Serial No.10244 of 2014 with the Sub-Registrar, Haveli III, Pune), read with a Deed of Correction thereto dated 26.12.2014 (duly registered under Serial No.10999 of 2014 with the Sub-Registrar, Haveli III, Pune) to the above recited Agreement for Development dated 28.07.2011, the said Shivaji Baban Ghule and Others and the said M/s.Hasthshilp Realty mutually identified the location and number of the Flats/Shops to be constructed by the said M/s.Hasthshilp Realty and to be allotted to the said Shivaji Baban Ghule and Others with reference to the plans and specifications sanctioned in respect thereof by the Municipal Corporation of Pune.

20)The said M/s.Hasthshilp Realty applied for and obtained permission of the Office of the Collector, Pune vide his Order dated 027.02.2014 bearing No.PMH/NA/SR/836/2013, for conversion of the user of the above captioned land from "agricultural" to "non-agricultural" under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966.

21)The said M/s.Hasthshilp Realty procured sanction of the Municipal Corporation of Pune for a layout in respect of the above captioned Land vide Commencement Certificate No.CC/2207/2013 dated 11.10.2013 whereby the above captioned Land was laid out in area earmarked for construction of multi-storied buildings, amenity space, open space , area under internal road, etc.

22)Vide a Deed of Transfer dated 12.04.2017 (duly registered under Serial No.2779 of 2017 with the Sub-Registrar, Haveli, Pune), the said Balu Babu Ghule by the hand of his duly constituted Attorney, the said M/s.Hasthshilp Realty, handed over/ transferred the Amenity Space admeasuring 1977.74 sq.mtrs out of the



sanctioned layout in respect of the above captioned Land to/ in favour of the Municipal Corporation of Pune.

23)The said M/s.Hasthshilp Realty has commenced construction of a Housing Complex known as "VERTICAL ALCINIA" comprising of Buildings containing residential flats/units on the above captioned land and has entered in to Agreement/s for Sale of certain of such flats/units under construction by the said M/s.Hasthshilp Realty on the above captioned land with the prospective purchasers thereof under the provisions of the Maharashtra Ownership Flats Act, 1963.

24)As part of investigation of title of the Owners to their respective holdings in the above captioned Land, we had Notices in the usual form published in the Daily Newspapers "Indian Express" and "Prabhat" and which appeared on 07.06.2011. We have received no objection or other communication in response to our said Notice from any person or party.

25)We have inspected the Revenue Record pertaining to the above captioned Land bearing Survey No.12 Hissa No.8A, (and subsequently of the lands bearing Hissa Nos.1, 2 and 3 of Hissa No.8A) Mohammedwadi from the year 1953 onwards.

26)We have had search of the available and unmutilated Index II Record pertaining to the above captioned Land carried out for the past thirty years in the Offices of the concerned Sub-Registrar, Haveli, Pune. Such search disclosed no entry prejudicial to the title of the Owners to the above captioned Land or any outstanding encumbrances on or in respect of the above captioned Land or any entry (save and except entries pertaining to the Agreements for Sale of Flats/Units in "Vertical Alcinia" entered into by the said M/s.Hasthshilp Realty with the prospective purchasers thereof) adverse to the title of the said Owners and to the beneficial title of the said M/s.Hasthshilp Realty to the same.

27)The original of the Deeds/Documents mentioned in Paragraph Nos.15 and 17 hereinabove has been produced for our inspection by the said M/s.Hasthshilp Realty.

On the basis of such investigation of title~carried out by us, we are of the opinion that the title of the said Owners to their respective holdings in the above captioned Land and the beneficial title of the said M/S. HASTHSHILP REALTY to the same is free, clear and marketable and that there are no outstanding encumbrances (subject to the statutory liability of the holders of flats/units in the said Housing Complex known as "VERTICAL ALCINIA" under construction on the above captioned land) on or in respect thereof as far as can be diligently ascertained.

Dated this 29th day of July, 2017.



M/S.RAJIV PATEL & ASSOCIATES

A handwritten signature in blue ink, likely of the proprietor, Rajiv Patel.

PROPRIETOR