

Flat No.A-102, Shree Laxmi Vihar-II, Survey No.74/4+5,
Dhayari, Raikar Mala, Pune - 411041.
Mobile: 9890801509, email: advpradip@gmail.com

FORMAT-A
(Circular No. : 28/2021)

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

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to all that that piece and parcel of plot of lands property bearing Survey No.74/1/20 admeasuring 00 Hectare 06 Ares, Assessment Rs.0.42 corresponding City Survey No.2514 (part) and Survey No.74/1/21 admeasuring 00 Hectare 06.5 Ares, Assessment Rs.0.33 corresponding City Survey No.2515, totally admeasuring 00 Hectare 12.5 Ares i.e. 1250 sq.mtrs., situated at Village Sangvi Haveli, within the Registration District Pune, Sub-Registration District Haveli, Taluka Haveli and within the limits of Pimpri Chinchwad Municipal Corporation (hereinafter referred as "the said land").

I have investigated the title of the said land on the request of **Mrs. Bhawana Suhas Bendale**, having office at 28/A, Ganesh Datta Society, Jayantrao Tilak Nagar, Sahakar Nagar No.1, Parvati, Pune-411009 and on perusing following documents :-

1) Description of the property.

All that piece and parcel of plot of land All that property bearing Survey No.74/1/20 admeasuring 00 Hectare 06 Ares, Assessment Rs.0.42 corresponding City Survey No.2514 (part) and Survey No.74/1/21 admeasuring 00 Hectare 06.5 Ares, Assessment Rs.0.33 corresponding City Survey No.2515, totally admeasuring 00 Hectare 12.5 Ares i.e. 1250 sq.mtrs., situated at Village Sangvi Haveli, within the Registration District Pune, Sub-Registration District Haveli, Taluka Haveli and within the limits of Pimpri Chinchwad Municipal Corporation and which is bounded as follows:-

On or towards the East : By part of City Survey No.2514 (Survey No.74/1/20/1)

On or towards the South : By City Survey No.2745

On or towards the West : By City Survey No.2516

On or towards the North : By Road

Hereafter collectively referred to or called as "The said land".

2) The documents of allotment of plots / land.

- A. Sale Deed dated 29/09/1983, which is duly registered in the office of Sub-Registrar Haveli No.1 at Serial No.6204/1983 on 31/12/1983, executed by Smt. Vijaya Haresh Dhore, Miss Swati Haresh Dhore and Master Rupesh Haresh Dhore acting through her legal guardian mother Smt. Vijaya Haresh Dhore in respect of all that well defined carved out piece and parcel of plot of land admeasuring 00 Hectare 07.5 Ares out of property bearing Survey No.74



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Hissa No.1, Village Sangvi Haveliin favour of Sandip Kashinath Bendale minor through her legal and natural guardian mother Mrs. Rajani Kashinath Bendale. Affidavit and Deed of Indemnity dated 24/06/1987, which is duly notarized before Notary R. V. Bhokare in Notary Register at Serial No.B/973/87 and B/974/87 respectively on 24/06/1987 executed by Smt. Vijaya Haresh Dhore in favour of the Sandip Kashinath Bendale.

- B. Sale Deed dated 29/09/1983, which is duly registered in the office of Sub-Registrar Haveli No.1 at Serial No.6205/1983 on 31/12/1983, executed by Smt. Vijaya Haresh Dhore, Miss Swati Haresh Dhore and Master Rupesh Haresh Dhore acting through her legal guardian mother Smt. Vijaya Haresh Dhore in respect of all that well defined carved out piece and parcel of plot of land admeasuring 00 Hectare 06.5 Ares out of property bearing Survey No.74 Hissa No.1, Village Sangvi Haveli in favour of Prabodh Kashinath Bendale minor through her legal and natural guardian mother Mrs. Rajani Kashinath Bendale. Affidavit and Deed of Indemnity dated 24/06/1987, which is duly notarized before Notary R. V. Bhokare in Notary Register at Serial No.B/971/87 and B/972/87 respectively on 24/06/1987 executed by Smt. Vijaya Haresh Dhore in favour of the aforesaid purchaser.
- C. Sale Deed dated 15/06/1989, executed by in respect of area admeasuring 00 Hectare 01.50 Ares out of Survey No.74/1/20 admeasuring 00 Hectare 07.50 Ares, Assessment Rs. 0.52 in favour of Mrs. Sangita Yashwant Choudhari.
- D. Gift Deed dated 08/02/2021, which is duly registered in the office of Sub-Registrar Haveli No.4 at Serial No.1684 on 08/02/2021, executed by Mr. Prabodh Kashinath Bendale without any consideration and in consideration of natural love and affection in respect of all that property bearing Survey No.74/1/21 admeasuring 00 Hectare 06.5 Ares, Assessment Rs.0.33 corresponding City Survey No.2515 in favour of his wife Mrs. Madhubala Prabodh Bendale and daughter Miss Arya Prabodh Bendale.
- E. General Power of Attorney dated 02/07/2021, which is duly registered in the office of Sub-Registrar Haveli No.19 at Serial No.7991 02/07/2021, executed by Mrs. Madhubala Prabodh Bendale and Miss Arya Prabodh Bendale in favour of Mr. Prabodh Kashinath Bendale in respect of property bearing Survey no.74/1/21 admeasuring 00 Hectare 6.5 Ares, Village Sangvi Haveli, Taluka Haveli, District Pune.
- F. Development Agreement dated 28/08/2022, which is duly registered in the office of Sub-Registrar Haveli No.22 at Serial No.14318/2022 on 28/08/2022, executed by Sandip Kashinath Bendale, Mrs. Madhubala Prabodh Bendale, Miss Arya Prabodh Bendale alongwith Mrs. Rajani Kashinath Bendale (said owners) in respect of development rights of the said land in favour of **RKB ASSOCIATES LLP, PAN : ABEFR3270L**, a limited liability partnership formed under the provisions of Limited Liability Partnership Act, 2008 and Limited Liability Partnership Rules, 2009, having LLP Identification No.AAZ-9710 dated 21/12/2021, having its registered office at 28/A, Ganesh Datta Society, Jayantrao Tilak Nagar, Sahakar Nagar No.1, Parvati, Pune-411009, (said Developer). In pursuance of aforesaid Development Agreement the said owners have retained for themselves 8 residential tenements bearing Flat No.1 admeasuring total carpet area 82.04 sq.mtrs., situated at First floor alongwith exclusive right to use Car Parking Space bearing No.11 admeasuring 09 sq.mtrs., Flat No.2 admeasuring total carpet area 82.04 sq.mtrs., situated at First floor alongwith exclusive right to use Car Parking



Space bearing No.12 admeasuring 09 sq.mtrs., Flat No.3 admeasuring total carpet area 57.41 sq.mtrs., situated at First floor alongwith exclusive right to use Car Parking Space bearing No.10 admeasuring 09 sq.mtrs., Flat No.4 admeasuring total carpet area 57.41 sq.mtrs., situated at First floor alongwith exclusive right to use Car Parking Space bearing No.22 admeasuring 09 sq.mtrs., Flat No.1 admeasuring total carpet area 57.41 sq.mtrs., situated at Seventh floor alongwith exclusive right to use Car Parking Space bearing No.23 admeasuring 09 sq.mtrs., Flat No.2 admeasuring total carpet area 57.41 sq.mtrs., situated at Seventh floor alongwith exclusive right to use Car Parking Space bearing No.24 admeasuring 09 sq.mtrs., Flat No.3 admeasuring total carpet area 57.41 sq.mtrs., situated at Seventh floor alongwith exclusive right to use Car Parking Space bearing No.25 admeasuring 09 sq.mtrs. and Flat No.4 admeasuring total carpet area 57.41 sq.mtrs., situated at Seventh floor alongwith exclusive right to use Car Parking Space bearing No.26 admeasuring 09 sq.mtrs., the aforesaid retained residential Flats alongwith appurtenances thereto are more particularly described in the Schedule-II of the aforesaid Development Agreement and hereinafter referred to or called as "The said retained flats".

- G. Power of Attorney dated 28/08/2022, which Power of Attorney is duly registered in the office of Sub-Registrar Haveli No.22 at Serial No.14318/2022 on 28/08/2022 executed by the said Owners in favour of **Mrs. Bhawana Suhas Bendale, Mr. Kashinath Vithal Bendale and Mr. Prabodh Kashinath Bendale** designated partners of the said Developer as their Constituted Attorney to do all acts, deeds and things in respect of the said land and complete the development and transaction in all respect.
- 3) 7/12 extract issued by Tahasildar Haveli and / or Talathi Village Sangvi Haveli for the year 1992 to 2022 and Property Card Extract of City Survey No.2514 and 2515, Mutation Entry Nos. 663, 772, 782, 783, 1278, 1859, 1860, 2367, 2368, 4129, 12652, 13717 of Village Sangvi Haveli, Taluka Haveli, District, Pune.
- 4) **Search report for 30 years from 1992 till 2022**

On perusal of the above mentioned documents and all other relevant documents relating to title of the said land, I am of the opinion that, the title of owners Sandip Kashinath Bendale, Rajani Kashinath Bendale, Mrs. Madhubala Prabodh Bendale and Miss Arya Prabodh Bendale is clear, marketable and without any encumbrances. Further, in pursuance of Development Agreement and Power of Attorney executed by said Owners in favour of the said Developer, the said Developer has absolute right to develop the said land by construction multi storied building thereon as per approved building plans

Owners of the land

- 1) As shown on 7/12 Extracts as well as relying upon documents referred hereinabove, Survey No.74/1/20 admeasuring 00 Hectare 06 Ares, Assessment Rs.0.42 corresponding City Survey No.2514 (part) out of the said land is jointly owned by Sandip Kashinath Bendale and Mrs. Rajani Kashinath Bendale and Survey No.74/1/21 admeasuring 00 Hectare 06.5 Ares, Assessment Rs.0.33 corresponding City Survey No.2515 out of the said land is jointly owned by Mrs. Madhubala Prabodh Bendale and Miss Arya Prabodh Bendale.



2) **Qualifying comments/remarks if any NIL**

The report reflecting the flow of the title of the Sandip Kashinath Bendale, Rajani Kashinath Bendale, Mrs. Madhubala Prabodh Bendale and Miss Arya Prabodh Bendale i.e. the said owners and rights and authorities of the said Developer on the said land is enclosed herewith as annexure.

Encl : Annexure.

Date: 07/09/2022



Pradip Adwade
Advocate

FORMAT- A
(Circular No.: 28/2021)

FLOW OF THE TITLE OF THE SAID LAND

Sr.No.

- 1) 7/12 extract as on date of application for registration.

I have perused 7/12 Extracts for the period 1992 to 2022 and property card extracts in respect of the said land and following mutation entries

- 2) Mutation Entry Nos. 663, 772, 782, 783, 1278, 1859, 1860, 2367, 2368, 4129, 12652, 13717 of Village Sangvi Haveli, Taluka Haveli, District, Pune.

- 3) Search report is caused for last 30 years i.e. for the years 1992 to 2022 from offices of Sub-Registrar Haveli No.1 to 27.

- 4) Flow of title of the said land

A. All that property bearing Survey No.74 Hissa No.1 admeasuring 02 Acres 26 Gunthas, Assessment 6 Rupees 10 Aanas, situated at Village Sangvi Haveli, Taluka Haveli, District Pune was originally owned by Mr. Anandrao Panduji Dhore and accordingly his name was shown in revenue record on 7/12 extract of the aforesaid land in owner and possessor column.

B. In pursuance of implementation of The Maharashtra Weights and Measurement Act 1958 and Indian Coinage Act 1955 and Aakarband along with Hissa Form No.12 issued by Special District Inspector Land Record, the Mutation Entry No.663 of Village Sangvi Haveli was certified and area and Aakar of all lands in Village was converted into Hectares and Rupees. In pursuance of the aforesaid Mutation Entry the area of the Survey No.74 Hissa No.1 admeasuring 02 Acres 26 Gunthas, Assessment 6 Rupees 10 Aanas, situated at Village Sangvi Haveli was converted and shown as 01 Hectare 07 Ares and Aakar is shown as Rs.6.63 Village Sangvi Haveli in Revenue Record

C. Mr. Anandrao Panduji Dhore intestate expired on 15/01/1973 leaving behind three sons Mr. Narayan Anandrao Dhore, Mr. Suresh Anandrao Dhore, Mr. Hareesh Anandrao Dhore and three daughters Mrs. Revati Jaywantrao Nalawade, Mrs. Hirabai Chandrakant Jachak, Mrs. Sunanda Janardan Satpute and wife Smt. Krushnabai Anandrao Dhore as his only legal heirs. Further aforesaid daughters had given statement that, they had released their all right, title and interest in the property. Accordingly Mutation Entry No.772 of Village Sangvi Haveli was certified on 12/11/1973 in revenue record and names of Mr. Narayan Anandrao Dhore, Mr. Suresh Anandrao Dhore, Mr. Hareesh Anandrao Dhore and wife Smt. Krushnabai Anandrao Dhore were mutated each for 4 Aana share in owner and possessor column on 7/12 Extract of property bearing Survey No.74 Hissa No.1 admeasuring 01 Hectare 07 Ares, Assessment Rs.6.63, Village



Sangvi Haveli and names of daughters Mrs. Revati Jaywantrao Nalawade, Mrs. Hirabai Chandrakant Jachak, Mrs. Sunanda Janardan Satpute were shown in other right column, by deleting name of deceased

- D. Mrs. Revati Jaywantrao Nalawade, Mrs. Hirabai Chandrakant Jachak, Mrs. Sunanda Janardan Satpute had made an application alongwith statement informing that, they had released all their right, title and interest in the property Survey No.74 Hissa No.1 admeasuring 01 Hectare 07 Ares, Assessment Rs.6.63, Village Sangvi Haveli and other properties as mentioned in Mutation Entry No.772 of Village Sangvi Haveli, hence requested to delete their names from revenue record. Accordingly, Mutation Entry No.782 of Village Sangvi Haveli was certified on 16/11/1974 and thereby names of Mrs. Revati Jaywantrao Nalawade, Mrs. Hirabai Chandrakant Jachak, Mrs. Sunanda Janardan Satpute were deleted from other right column of 7/12 of aforesaid property.
- E. Mr. Anandrao Panduji Dhore was holding properties Survey No.74 Hissa No.1 admeasuring 01 Hectare 07 Ares, Assessment Rs.6.63, Survey No.12, Hissa No.1 and Survey No.15/1, Village Sangvi Haveli, Taluka Haveli, District Pune. In pursuance of Order bearing No.NA/SR/IV/H /137/A72 dated 20/10/1972 of Collector, Pune plot layout plan for the property bearing Survey No.12/1, Village Sangvi was approved.
- F. Thereafter, by Deed of Partition dated 28/11/1972, which is duly registered in the office of Sub-Registrar Haveli No.2 at Serial No.2751 on 28/11/1972, Mr. Anandrao Panduji Dhore alongwith his family members sons Mr. Narayan Anandrao Dhore, Mr. Suresh Anandrao Dhore, Mr. Haresh Anandrao Dhore and wife Smt. Krushnabai Anandrao Dhore had got partitioned properties bearing Survey No.74 Hissa No.1 admeasuring 01 Hectare 07 Ares, Assessment Rs.6.63, plots in the sanctioned layout for Survey No.12, Hissa No.1 and Survey No.15/1, Village Sangvi Haveli, Taluka Haveli, District Pune between themselves. In pursuance of the aforesaid Partition Deed, property bearing Survey No.74 Hissa No.1 admeasuring 01 Hectare 07 Ares, Assessment Rs.6.63 came to the share of Mr. Haresh Anandrao Dhore.
- G. Mutation Entry No.783 of Village Sangvi Haveli certified on 16/01/1974 shows that, Mr. Anandrao Panduji Dhore was expired on 15/01/1973 and Partition was effected between him and his family member on 18/11/1972, for the purpose to give effect of the aforesaid Partition Deed in Revenue Record, aforesaid Mutation Entry No.783 of Village Sangvi Haveli was certified and name of Mr. Haresh Anandrao Dhore was mutated as owner and possessor on 7/12 extract of property bearing Survey No.74 Hissa No.1 admeasuring 01 Hectare 07 Ares, Assessment Rs.6.63, Village Sangvi Haveli, by deleting names of the others. Similarly, names of the other members were recorded for properties they derived pursuant to the partition deed.
- H. Mr. Haresh Anandrao Dhore intestate expired on 17/05/1983 leaving behind wife Smt. Vijaya Haresh Dhore, son Master Rupesh Haresh Dhore and daughter Miss Swati Haresh Dhore as his only legal heirs.



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Accordingly Mutation Entry No.1278 of Village Sangvi Haveli was certified on 12/07/1983 in revenue record and names Smt. Vijaya Haresh Dhore for self and as legal and natural guardian of minors Rupesh and Swati i.e. the names of the aforesaid legal heirs were mutated in owner and possessor column on 7/12 Extract of property bearing Survey No.74 Hissa No.1 admeasuring 01 Hectare 07 Ares, Assessment Rs.6.63 by deleting name of deceased.

- I. Thereafter, Smt. Vijaya Haresh Dhore for self and as legal and natural guardian of minor son Master Rupesh Haresh Dhore and minor daughter Miss Swati Haresh Dhore for making provisions for welfare, education and maintenance of minor children had sold various portions of land out of property bearing Survey No.74 Hissa No.1 admeasuring 01 Hectare 07 Ares, Assessment Rs.6.63 to the various buyers. Pursuant to the aforesaid transactions, various mutation entries had been certified in revenue record for the purpose to mutate names of the buyers for their respective purchased area and accordingly names of the various buyers had been mutated as owner and possessor for the purchased area by opening separate 7/12 Extracts i.e. Survey No.74/1/1 to Survey No.74/1/19, Village Sangvi Haveli and subsequently area of the property bearing Survey No.74 Hissa No.1 was reduced.
- J. By Sale Deed dated 29/09/1983, which is duly registered in the office of Sub-Registrar Haveli No.1 at Serial No.6204/1983 on 31/12/1983, Smt. Vijaya Haresh Dhore, Miss Swati Haresh Dhore and Master Rupesh Haresh Dhore acting through her legal guardian mother Smt. Vijaya Haresh Dhore for making provisions for welfare, education and maintenance of minor children and for the benefit of family for legal necessity had sold, conveyed and transferred with vacant and peaceful possession all that well defined carved out piece and parcel of plot of land admeasuring 00 Hectare 07.5 Ares out of property bearing Survey No.74 Hissa No.1, Village Sangvi Haveli to **Sandip Kashinath Bendale** minor through her legal and natural guardian mother **Mrs. Rajani Kashinath Bendale** at or for consideration as mentioned in the aforesaid Sale Deed. In pursuance of aforesaid Sale Deed, Mutation Entry No.1859 of Village Sangvi Haveli was taken in revenue record, but the same was cancelled for the reasons mentioned therein. Thereafter, Mutation Entry No.2367 of Village Sangvi Haveli had been certified on 02/12/1986 and for the sold area new Survey No.74/1/20 admeasuring 00 Hectare 07.50 Ares, Assessment Rs. 0.52 was allotted and name of the aforesaid purchaser has been mutated as owner and possessor. Since, Smt. Vijaya Haresh Dhore, Miss Swati Haresh Dhore and Master Rupesh Haresh Dhore acting through her legal guardian mother Smt. Vijaya Haresh Dhore had sold the aforesaid property for the benefit of minor son and daughter, for the purpose to indemnify the purchaser against all cause and consequence arising out of aforesaid transaction she had executed Affidavit and Deed of Indemnity dated 24/06/1987, which is duly notarized before Notary R. V. Bhokare in Notary Register at Serial No.B/973/87 and B/974/87 respectively on 24/06/1987, in favour of the **Sandip Kashinath Bendale** and thereby declared that, she has invested the sale proceeds coming through her hands from the **Sandip Kashinath Bendale** pursuant to the aforesaid sale deed in securities in the name of and for the benefit of her said minor children. Further, she had undertaken, agreed and admitted to



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keep the **Sandip Kashinath Bendale** totally armless and fully indemnified against any and all costs, risks, penalties, fines, damages, actions and proceedings to which the **Sandip Kashinath Bendale** shall be subjected by reason of and in the event of the title acquired by the **Sandip Kashinath Bendale** to the aforesaid purchased property for the reasons as mentioned in aforesaid Deed of Indemnity.

- K. By Sale Deed dated 29/09/1983, which is duly registered in the office of Sub-Registrar Haveli No.1 at Serial No.6205/1983 on 31/12/1983, Smt. Vijaya Haresh Dhore, Miss Swati Haresh Dhore and Master Rupesh Haresh Dhore acting through her legal guardian mother Smt. Vijaya Haresh Dhore for making provisions for welfare, education and maintenance of minor children and for the benefit of family for legal necessity had sold, conveyed and transferred with vacant and peaceful possession all that well defined carved out piece and parcel of plot of land admeasuring 00 Hectare 06.5 Ares out of property bearing Survey No.74 Hissa No.1, Village Sangvi Haveli to **Prabodh Kashinath Bendale** minor through her legal and natural guardian mother Mrs. Rajani Kashinath Bendale at or for consideration as mentioned in the aforesaid Sale Deed. In pursuance of aforesaid Sale Deed, Mutation Entry No.1860 of Village Sangvi Haveli was taken in revenue record, but the same was cancelled for the reasons mentioned therein. Thereafter, Mutation Entry No.2368 of Village Sangvi Haveli had been certified on 02/12/1986 and for the sold area new Survey No.74/1/21 admeasuring 00 Hectare 06.5 Ares, Assessment Rs. 0.33 was allotted and name of the aforesaid purchaser had been mutated as owner and possessor. Since, Smt. Vijaya Haresh Dhore, Miss Swati Haresh Dhore and Master Rupesh Haresh Dhore acting through her legal guardian mother Smt. Vijaya Haresh Dhore had sold the aforesaid property for the benefit of minor son and daughter, for the purpose to indemnify the aforesaid purchaser against all cause and consequence arising out of aforesaid transaction she had executed Affidavit and Deed of Indemnity dated 24/06/1987, which is duly notarized before Notary R. V. Bhokare in Notary Register at Serial No.B/971/87 and B/972/87 respectively on 24/06/1987, in favour of the aforesaid purchaser and thereby declared that, she has invested the sale proceeds coming through her hands from the aforesaid purchaser pursuant to the aforesaid sale deed in securities in the name of and for the benefit of her said minor children. Further, she had undertaken, agreed and admitted to keep the aforesaid purchaser totally armless and fully indemnified against any and all costs, risks, penalties, fines, damages, actions and proceedings to which the aforesaid purchaser shall be subjected by reason of and in the event of the title acquired by the purchaser to the aforesaid purchased property for the reasons as mentioned in aforesaid Deed of Indemnity.

- L. In the year 1988 or there about City Survey for the properties situated within Village Sangvi Haveli had been carried out and City Survey Numbers were allotted by opening property cards. Pursuant thereto for the property bearing Survey No.74/1/20 City Survey No.2514 (part) and for the property bearing Survey No.74/1/21 City Survey No.2515 have been allotted by opening property card for the same.

- M. By Sale Deed dated 15/06/1989, Mrs. Sangita Yashwant Choudhari had purchased area admeasuring 00 Hectare 01.50 Ares out of



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Survey No.74/1/20 admeasuring 00 Hectare 07.50 Ares, Assessment Rs. 0.52 from **Mr. Sandip Kashinath Bendale and Mrs. Rajani Kashinath Bendale** for the consideration as mentioned in the aforesaid Sale Deed. In pursuance of the aforesaid Sale Deed, Mutation Entry No.4129 of Village Sangvi Haveli certified on 21/09/1991 and for the sold area new Survey No.74/1/20/1 admeasuring 00 Hectare 01.5 Ares, Assessment Rs. 0.10 was allotted and name of the aforesaid purchaser has been recorded as owner and possessor and area of Survey No.74/1/20 was reduced and shown as admeasuring 00 Hectare 06 Ares, Assessment Rs. 0.52, Village Sangvi Haveli. Thereafter, since the Sandip Kashinath Bendale became major on 03/11/2003 remark "minor legal guardian" had been deleted from 7/12 Extract of the Survey No.74/1/20, Village Sangvi, but the name of guardian Rajani Kashinath Bendale has been kept as it is.

- N. Pursuant to Government Circular alongwith Order dated 30/12/2016 of Tahasildar, Haveli, Pune for the purpose to match computerized 7/12 Extracts of the properties exactly as per hand written 7/12 Extract, Mutation Entry No.12652 and Mutation Entry No.12705 of Village Sangvi Haveli certified on 08/01/2017 and 12/03/2017 in revenue record and thereby necessary corrections were carried out in the computerized 7/12 Extracts as show in the aforesaid mutation entry. Sandip Kashinath Bendale has got changed his name Sandip Kashinath Bendale to Suhas Kashinath Bendale by publishing said change in Govt. Gazette Part-II for the period/dated 14-20, September, 2017.
- O. By Gift Deed dated 08/02/2021, which is duly registered in the office of Sub-Registrar Haveli No.4 at Serial No.1684 on 08/02/2021, Mr. Prabodh Kashinath Bendale without any consideration and in consideration of natural love and affection has gifted all that property bearing Survey No.74/1/21 admeasuring 00 Hectare 06.5 Ares, Assessment Rs.0.33 corresponding City Survey No.2515 to his wife Mrs. Madhubala Prabodh Bendale and daughter Miss Arya Prabodh Bendale. In pursuance of aforesaid Gift Deed, Mutation Entry No.13717 of Village Sangvi Haveli certified on 25/05/2021 and names of Mrs. Madhubala Prabodh Bendale and Miss Arya Prabodh Bendale have been mutated on 7/12 Extract of the aforesaid property as owner and possessor by deleting name of Mr. Prabodh Kashinath Bendale.
- P. By executing General Power of Attorney dated 02/07/2021, which is duly registered in the office of Sub-Registrar Haveli No.19 at Serial No.7991 02/07/2021, Mrs. Madhubala Prabodh Bendale and Miss Arya Prabodh Bendale have appointed Mr. Prabodh Kashinath Bendale as their constituted attorney for the purpose to do various acts, deeds and things as mentioned in the aforesaid power of attorney in respect of property bearing Survey no.74/1/21 admeasuring 00 Hectare 6.5 Ares, Village Sangvi Haveli, Taluka Haveli, District Pune.
- Q. As shown on 7/12 Extracts as well as stated heretobefore, Survey No.74/1/20 admeasuring 00 Hectare 06 Ares, Assessment Rs.0.42 corresponding City Survey No.2514 (part) out of the said land is jointly owned by Sandip Kashinath Bendale and Mrs. Rajani Kashinath Bendale and Survey No.74/1/21 admeasuring 00 Hectare 06.5 Ares,



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Assessment Rs.0.33 corresponding City Survey No.2515 out of the said land is jointly owned by Mrs. Madhubala Prabodh Bendale and Miss Arya Prabodh Bendale as their self and independent property. The owners Sandip Kashinath Bendale, Rajani Kashinath Bendale, Mrs. Madhubala Prabodh Bendale and Miss Arya Prabodh Bendale, hereinafter collectively referred to or called as "THE SAID OWNERS" and individually referred to or called as "THE SAID OWNER NO.1, 2, 3 AND 4" respectively.

- R. The tenure of the said land is free hold land and there is no restriction on alienation. As shown in Zone Certificate and Zoning demarcation dated 15/01/2021 issued by Pimpri Chinchwad Municipal Corporation, the said land is shown in residential zone. Further, the Additional Tahasildar, Pimpri Chinchwad, Taluka Haveli, District Pune vide his Order bearing No.Land/NA/SR/241/2022 dated 06/05/2022 had granted Non Agricultural permission in respect of area admeasuring 1078.25 sq.mtrs. out of the said land i.e. excluding area admeasuring 171.75 sq.mtrs. under road out the said land.
- S. By Development Agreement dated 28/08/2022, which is duly registered in the office of Sub-Registrar Haveli No.22 at Serial No.14318/2022 on 28/08/2022, Sandip Kashinath Bendale, Mrs. Madhubala Prabodh Bendale, Miss Arya Prabodh Bendale alongwith Mrs. Rajani Kashinath Bendale have entrusted the development rights of the said land in favour of **RKB ASSOCIATES LLP, PAN : ABEFR3270L**, a limited liability partnership formed under the provisions of Limited Liability Partnership Act, 2008 and Limited Liability Partnership Rules, 2009, having LLP Identification No.AAZ-9710 dated 21/12/2021, having its registered office at 28/A, Ganesh Datta Society, Jayantrao Tilak Nagar, Sahakar Nagar No.1, Parvati, Pune-411009, hereinafter referred to or called as "THE SAID DEVELOPER", on the terms and conditions and for the consideration as stated therein. Accordingly, in pursuance of aforesaid Development Agreement the said owners have retained for themselves 8 residential tenements bearing Flat No.1 admeasuring total carpet area 82.04 sq.mtrs., situated at First floor alongwith exclusive right to use Car Parking Space bearing No.11 admeasuring 09 sq.mtrs., Flat No.2 admeasuring total carpet area 82.04 sq.mtrs., situated at First floor alongwith exclusive right to use Car Parking Space bearing No.12 admeasuring 09 sq.mtrs., Flat No.3 admeasuring total carpet area 57.41 sq.mtrs., situated at First floor alongwith exclusive right to use Car Parking Space bearing No.10 admeasuring 09 sq.mtrs., Flat No.4 admeasuring total carpet area 57.41 sq.mtrs., situated at First floor alongwith exclusive right to use Car Parking Space bearing No.22 admeasuring 09 sq.mtrs., Flat No.1 admeasuring total carpet area 57.41 sq.mtrs., situated at Seventh floor alongwith exclusive right to use Car Parking Space bearing No.23 admeasuring 09 sq.mtrs., Flat No.2 admeasuring total carpet area 57.41 sq.mtrs., situated at Seventh floor alongwith exclusive right to use Car Parking Space bearing No.24 admeasuring 09 sq.mtrs., Flat No.3 admeasuring total carpet area 57.41 sq.mtrs., situated at Seventh floor alongwith exclusive right to use Car Parking Space bearing No.25 admeasuring 09 sq.mtrs. and Flat No.4 admeasuring total carpet area 57.41 sq.mtrs., situated at Seventh floor alongwith exclusive right to use Car Parking Space bearing No.26 admeasuring 09 sq.mtrs., the aforesaid retained residential Flats alongwith appurtenances thereto are more



particularly described in the Schedule-II of the aforesaid Development Agreement and hereinafter referred to or called as "THE SAID RETAINED FLATS".

- T. In pursuance of the aforesaid Development Agreement, the said owners have executed Power of Attorney dated 28/08/2022 thereby appointed 1) **MRS. BHAWANA SUHAS BENDALE**, 2) **MR. KASHINATH VITHAL BENDALE**, and 3) **MR. PRABODH KASHINATH BENDALE** designated partners of the said Developer as their Constituted Attorney to do all acts, deeds and things in respect of the said land and complete the development and transaction in all respect, which Power of Attorney is duly registered in the office of Sub-Registrar Haveli No.22 at Serial No.14319/2022 on 28/08/2022.
- U. Prior to entering into development agreement with the said Developer, the said owners at their own cost had got demarcated the said land from City Survey Officer, Pimpri Chinchwad having Demarcation No.6068/2020 dated 02/03/2020. They have obtained Zone Certificate and Zoning demarcation dated 15/01/2021 from Pimpri Chinchwad Municipal Corporation and have got approved amalgamation and building plans of the building to be constructed on the said land from Pimpri Chinchwad Municipal Corporation, Pune vide Commencement Certificated No.B.P./Sangvi / 50/2021 dated 14/12/2021 and thereby the Pimpri Chinchwad Municipal Corporation has approved building plans of the building to be constructed on the said land comprising of stilt floor parking plan and upper seven floors consisting of residential tenements.
- V. I have published a public notice in the daily newspaper "Prabhat" dated 20/04/2022 in respect of the said land for the purpose to ascertain the marketable title of said Owners in or towards the said land and had called for objections from the public at large. I have not received any objection from any person to the aforesaid public notice.
- 5) **Litigations if any** : Available documents on record shows that, there is no pending litigation in respect of the any part of the said land before any Civil or Criminal Court, Revenue Authority, Tribunal or any Judicial Authority appointed under any law.

Opinion :

In pursuance of scrutiny of the Index-II Extracts for years 1992 to 2022 (both years inclusive) and Property Card Extracts, which are available on website of Inspector General of Registration, scrutiny and examination of available Revenue / City Survey records, mutation entries, copies of documents etc. as stated hereto before and Declaration cum Affidavit dated 06/10/2022 executed by Mrs. Bhawana Suhas Bendale designated partner of the said Developer and also non receipt of any objection to the Public Notice published in daily newspaper "Prabhat" dated 20/04/2022, I am of the opinion that, said owners are the owners of the said land and they have good, clear and marketable title free from all encumbrances, charges or claims in respect of said land. Further, in pursuance of Development Agreement and Power of Attorney executed by said Owners in favour of the said Developer, the said Developer has absolute right to develop the said land by construction multi storied building thereon as per approved building plans. Further, except the 8



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residential tenements bearing Flat No.1 admeasuring total carpet area 82.04 sq.mtrs., situated at First floor alongwith exclusive right to use Car Parking Space bearing No.11 admeasuring 09 sq.mtrs., Flat No.2 admeasuring total carpet area 82.04 sq.mtrs., situated at First floor alongwith exclusive right to use Car Parking Space bearing No.12 admeasuring 09 sq.mtrs., Flat No.3 admeasuring total carpet area 57.41 sq.mtrs., situated at First floor alongwith exclusive right to use Car Parking Space bearing No.10 admeasuring 09 sq.mtrs., Flat No.4 admeasuring total carpet area 57.41 sq.mtrs., situated at First floor alongwith exclusive right to use Car Parking Space bearing No.22 admeasuring 09 sq.mtrs., Flat No.1 admeasuring total carpet area 57.41 sq.mtrs., situated at Seventh floor alongwith exclusive right to use Car Parking Space bearing No.23 admeasuring 09 sq.mtrs., Flat No.2 admeasuring total carpet area 57.41 sq.mtrs., situated at Seventh floor alongwith exclusive right to use Car Parking Space bearing No.24 admeasuring 09 sq.mtrs., Flat No.3 admeasuring total carpet area 57.41 sq.mtrs., situated at Seventh floor alongwith exclusive right to use Car Parking Space bearing No.25 admeasuring 09 sq.mtrs. and Flat No.4 admeasuring total carpet area 57.41 sq.mtrs., situated at Seventh floor alongwith exclusive right to use Car Parking Space bearing No.26 admeasuring 09 sq.mtrs. i.e. the said retained flats retained by the said owners for themselves, the said Developer have right to sell, mortgage, lease etc. remaining residential tenements alongwith appurtenances which are under construction on the said land by following due process of law, to the prospective buyers, mortgagees, lessees, etc. and to receive consideration, premium, rent etc. from them and also has right to deliver the possession of such tenement/s etc. to such person or persons, buyer/s, allottee/s, mortgagee/s, lessee/s etc. There is / are no restrictive clause / clauses that will be obstructing the said Owners and said Developer to transfer the said land with building/s free from all encumbrances, charges or claims of whatsoever nature either in the name of proposed Co-operative Housing Society which shall be formed of all the tenements holders in the building constructed on the said land or respective purchasers of such tenements..

Date: 07/10/2022



Pradip Adwade
Advocate

