

**SOPANRAO MANE & CO  
ADVOCATES**

**MR.PRAVIN S. MANE**

**MR.PRADEEP MANE**

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**LEGAL SCRUTINY REPORT**

To,  
The Credit Manager,  
ICICI Home Finance Ltd,  
Pune.

Date: 24/08/2026  
LAN No.77000340500

We/I have been requested by the above-named authority, to give our opinion in respect of the right, title and interest of the owners in the property which is subject matter of this report and rights of the owner/developer to develop it. We/I presumed that, all relevant documents along with supplementary documents if any, are submitted and there are no further document/s relating to the property which is subject matter of this report. It is also presumed that, executants of the particular instrument/s are fully empowered to execute it with the contents mentioned therein. It is presumed that, all relevant facts are disclosed in entirety. All information including documents that have been supplied to us have been accepted as being correct unless otherwise stated. Our maximum aggregate liability to any involved parties arising from, on in relation to this appointment (in contract, tort negligence or otherwise) howsoever, shall not in any circumstances exceed the professional fee payable to us for this specific mandate. It is presumed that, submitted documents and information's given are genuine. Except the addressee no person including person claiming through addressee can claim the report. It is exclusively prepared for addressee herein. All the documents are returned herewith without keeping copies of it. If any further clarification is required on any issue in that case you shall submit all the documents, which we have perused. This disclaimer shall override the provisions of any other Agreement executed hereinbefore. For the purpose of giving this opinion, we have gone through the documents submitted to us. We have gathered the information from the documents submitted to us and relied on the same and prepared our report which is as under:

**Dear Sir / Madam,**

**Legal Scrutiny Report in respect of the file of Mr. Shubham Balkrishna Dharerao**

**PART I: PROPERTY DETAILS:**

**(A) Name of the Applicant/Borrower/s:** Mr. Shubham Balkrishna Dharerao

**(B) Name of the Co-applicant/s: (if any):** - Mrs. Apurva Nandkumar Bakshi

**(C) Type of Loan –** Resale

**(D) Purpose of Loan –** Resale

**(E) Name of the Property Owner/s –** Mr. Sampath Kumar

**(F) Description of the Property (with Boundaries):**

**SCHEDULED - I**

**DESCRIPTION OF THE LAND**

All that piece and parcel of the land bearing, bearing Survey Nos. New Survey no. 86 (Old S.Nos. 78/1 (P), 80 (P), 81/1/A (P), 81/1B, 81/2, 82/1 (P), 82/2, 82/3, 83 (P), 86, 107/1 ,107/2 (P), 110/1A (P), 110/2 (P), 110/1/B (P), 111/1A/1 (P), 111/1A/2 (P), 111/1B (P), 111/2 (P), 112/1 (P), 113/1A/1 (P), 113/1A/1B/1 (P), 113/1A/1B, 113/2,113/1A/2, 113/1B, 114/1 (P), 114/2, 115/1 (P), 117 (P), 118/1 (P), 120/3, 121 (P), 122, 123), New Survey no. 74/B (Old S.Nos. 74/2, 74/3, 74/9/2), 74/7 (P), 74/8, 74/9/1, 78/1 (P), 80 (P), 81/1/A (P), 82/1 (P), 83 (P), 85/1 , 102/1 , 107/2 (P), 110/1/B (P), 111/1A/1 (P), 111/1A/2 (P), 111/1B (P), 111/2 (P), 113/1A/1 (P), 113/1A/1B/1 (P), 115/1 (P), 117 (P), 118/1 (P), 121 (P), 77/1(P), 77/2, 78/1(P), 80/1(P),83/2 (P), 90/7/1, 90/9, 90/10, 91/1(P), 91/2, 91/3, 91/4, 91/5, 91/6, 91/7 (P), 91/8, 91/9 92/1A, 92/2A (P), 92/3, 92/4, 92/5, 92/6 (P), 92/7, 92/8 (P), 93, 95, 96/1/1 (P), 96/1/2 (P), 96/1/3, 96/2/1, 96/2/2 (P), 96/3 (P), 96/4 (P), 96/5/2 (P), 98 (P), 98/2, 100/1/1, 100/1/2, 100/2, 101 (P), 112/1 (P), 112/2, 114/1 (P), 119, 120/1, 120/2, 120/4/1, 120/4/2, 124/1/1, 124/1/2, 124/2, 125/1, 126/1 (P), 126/2, 127/1/1, 127/1/2 (P), 99/1/2 (P), 113/1A/1B/1B (P), 131/8 (P), 131/9, 131/10, 102/2 (P), 126/2/1, 73/9, 87/2, 129/2/1, 130/2/2 (P), 130/3/1 (P), 92/7/1 (P), 92/8/1 (P), 96/1/1 (P), 96/1/2/1 (P), 96/1/3 (P), 92/96/1/B/1, 24/3, 24/5, 25/1, 25/2, 26/1, 26/2, 26/4, 26/5, 26/6, 27/1, 27/3 (P), 69/1, 69/2/1, 69/2/2, 69/2/3, 69/2/4, 69/2/5, 69/2/6, 69/2/7, 69/2/8, 71 (P)

collectively admeasuring area 1657477 sq. mtrs, lying and situated at village Jambe, Nere and Marunji, Taluka Mulshi, District Pune

#### **SCHEDULE - II**

##### **DESCRIPTION OF THE PROJECT LAND**

All that piece and parcel of the property SECTOR R-16, AVENUE 16 which is to be constructed on the part of the land more particularly described in the Schedule I written herein above on the portion of land land property admeasuring area 58049.95 sq. mtrs out of Survey Nos. 91/1 (P), 91/2, 91/3, 91/4 (P), 91/5, 91/6, 91/7 (P), 91/8, 91/9 and 92/1A (P) lying and situated at village Jambe, Nere and Marunji, Taluka Mulshi, District Pune and which is bounded as under:

On Or Towards East : By Township Boundary and S.No. 91 (P), PCMC Punawale.

On Or Towards West : By Township Boundary.

On Or Towards South : By 18 mtrs wide RP Road.

On Or Towards North : By Township Boundary and S.No. 52 (P), 53 (P), 54(P)

[Hereinafter referred to as "the said Land", for the sake of brevity and convenience]

#### **SCHEDULE - II**

##### **DESCRIPTION OF THE FLAT**

All that piece and parcel of bearing **Flat No. 1001 on 10<sup>th</sup> Floor admeasuring area 56.69 Sq. Mtrs along with Balcony admeasuring area 9 Sq. Mtrs, Utility admeasuring area 2.88 Sq. Mtrs & Exclusive right to use one Covered Car parking No. J227 on Second level parking plan of D building & One Two wheeler parking space bearing No. 118 on Ground level parking plan of D building** , in the project known as "**LIFE REPUBLIC SECTOR R19-16<sup>TH</sup> AVENUE-AREZO-J,K, D BUILDING AND SHOPS**" constructed on the property described in schedule - I above.

[Hereinafter referred to as "the said Flat", for the sake of brevity and convenience]

#### **PART II: LIST OF DOCUMENTS SUBMITTED BEFORE US FOR SCRUTINY AND LEGAL OPINION:**

1. Copy of Draft Deed of Assignment executed by Mr. Sampath Kumar in favour of Mr. Shubham Balkrishna Dharerao & Mrs. Apurva Nandkumar Bakshi.
2. Copy of Agreement to Sale executed by Kolte-Patil Integrated Townships Ltd in favour of Mr. Sampath Kumar Ramchandran through its POA Mr. Akshay Ramesh Aware, which is registered in the office of Sub-Registrar Mulshi at Sr. No. 1214/2024 dated 15/01/2024 along with RR and Index-II.
3. Copy of Occupancy Certificate issued by Pune Municipal Corporation bearing No. 1062 dated 01/07/2026.

#### **PART III: FLOW OF TITLE OF PROPERTY: (HISTORY OF TITLE & OBSERVATIONS) –**

1. WHEREAS all that piece and parcel of land properties admeasuring area 46142.07 sq.mtrs out of New Survey No. 86 Part [Old Survey Nos. 83 (P), 82/1 (P), 82/2 , 82/3 , 111/1A/1 (P), 111/1A/2 (P), 111/1B (P) 111/2(P) ] and Survey Nos. 82/1 (P), 83 (P), 83/2 (P) , 111/1A/1 (P), 111/1A/2 (P), 111/1B (P) & 111/2(P) lying, lying and situated at village Jambe, Nere and Marunji, Taluka Mulshi, District Pune was belonged to Mr. Rajesh Patil, Mr. Milind Kolte, Mr. Naresh Patil and Miss. Ankita Patil are as follows :-.

##### **A) Survey No. 85/1 area 00H 63R AND Survey No. 86 area 01H 47R:-**

2. AND WHEREAS Originally both the S.Nos. 85 & 86 belonged to one Shri. Genu Gaikwad, who died on 06/02/1943. leaving behind him one son Chindhu Genu Gaikwad and widow Anusaya Genu Gaikwad and name of Chindhu Genu Gaikwad was mutated on 7/12 extract as Karta of HUF, as per Mutation Entry No. 487.
3. AND WHEREAS It appears from Mutation entry No.665 that one Mahipat Dhondiba Shitole Tenant in the said tads, but vide Mutation Entry No 998 his name is deleted from 7/12

extract on the ground that he was not cultivating nor in possession of the said land for the period Of 2 years i.e. for 1953-54, 1954-55.

4. AND WHEREAS the said Chindhu Genu Gaikwad sold S.No.86 to Khandu Pandu Gaikwad by a Deed of Sale dated 02/05/1955, but the said Sale Deed or certified copy was not available for my inspection and I relied upon Mutation Entry No.821, which confirms the said sale transaction. The said Khandu Pandu Gaikwad died on 28/12/1959 and survived by 3 sons viz. Raghunath, Kashinath and Eknath, 3 daughters viz.Sarubai Dattu Mandale, Sakhubai Laxman Datar & Vittabai Kisan Jadhav and widow Dhondabai Khandu Gaikwad and name of Raghunath Khandu Gaikwad was mutated on 7/12 extract as Karta of HUF vide Mutation Entry No.911. On 20/04/1960 the said Chindhu Genu Gaikwad again purchased the said S.No. 86 from Shri. Raghunath Khandu Gaikwad and others and his name was again mutated as owner vide Mutation Entry No. 919.
5. AND WHEREAS the said Chindhu Genu Gaikwad and others sold, conveyed and transferred S.No.85 and 86 to 1)Vidhyadhar G. Vaidya (2)Vasant Mahadev Kulkarni & (3)Hemant Mahadev Kulkarni by a Deed of sale dated 27/08/81, which is registered at the Office of sub Registrar Mulshi, at Sr. No. 1483/81 and the said purchasers names were mutated on 7/12 extract vide Mutation Entry No. 1314. The said Vidhyadhar Govind Vidya and other 2 had mortgaged the said lands to Maharashtra State Co-operative Land Development Bank on 18/12/82 and the said Bank's name is mutated on 7/12 extract by Mutation Entry No.1370. On repayment of loan of the said bank, the said bank's name was removed from 7/12 extract vide Mutation Entry No.2039.
6. AND WHEREAS Part of S.No.85 admeasuring 01 Hectare 60 Ares was reserved for 'Kasarsai Lift Irrigation Project' vide Mutation Entry No. i 572 and the said portion was acquired by Government and mutated vide Mutation Entry No. 1618 and the said portion admeasuring 01 Hectare 60 Ares was given separate S. No. 85/B and balance area admeasuring 0 Hectare 63 Ares is numbered as S.No.85/A, (which is subject matter of this report) vide Mutation Entry No, 1629. The said S.No.85/A is again renumbered as S. No. 85/1 vide Mutation entry No. 2499.
7. AND WHEREAS the present Owner-Mr.Milind D. Kolte purchased both the Survey Numbers 85/1 & 86 from the said Vidyadhar Govind Vaidya and other 2 by a Deed of Sale dated 24/08/05, which is registered at the Office of Sub-Registrar Mulshi at Sr. No.4389/05. The said sale transaction is recorded in the record of rights vide Mutation Entry No.2631.

**B) Survey No. 81/1/A, 81/1/B, 81/2 area 03H 13.75R, 02H 12.34R and 02H 65R:-**

8. AND WHEREAS all Hissa numbers of S.No.81 have common root of title and are hence clubbed together. It appears from 7/12 extracts from 1953 - 54 that the said S.No.81 originally belonged to Late Gopal Ganesh Ranade. As per Mutation Entry No. 838 dated 10/10/1955, the said land was mortgaged with Bank of Maharashtra by Sadashiv Vishnu Ranade and others. However on repayment of loan, said bank's name is deleted from the record by mutation entry No. 1078.
9. AND WHEREAS perusal of Mutation Entry No. 1101, it is observed that said Late Gopal Ganesh Ranade expired at Pune on 21/03/1968 and was survived by three Sons (1) Jagannath (2) Moreshwar (3) Manohar and daughter Mrs.Vimalbai Ramhari Jog and widow Mathurabai and their names were recorded on the 7/12 extract owners/kabjedar of the said land.
10. AND WHEREAS on 06/01/1969 said Mathurabai Gopal Ranade gifted her 1/5<sup>Th</sup> shares in the land properties bearing S. Nos. 80 to 83 and 111 to and in favour of Mr. Moreshwar Gopal Ranade.
11. AND WHEREAS It appears from Mutation Entry No.1140 that as per order of the High Court, Mumbai one of the then owners Manohar Gopal Ranade was paid an amount of Rs.22,465/- in lieu of his share in the properties. Hence his name was deleted from record of rights. As per Mutation Entry No. 1141, Mrs.Vimalbai Ramhari Jog also relinquished her rights in the said land, hence her name was deleted from other rights column of the 7/12 extract, under

a common Mutation Entry no.1149 passed for Village Jambe, the effect of provision of Weights and Measures Act and the Coinage Act were implemented and area of land was converted to Hectares Ares. There was a partition between the said two brothers on 09/04/1981, which took place before the Tahasildar, Mulshi and accordingly S.No.81, 82/1 & 82/2 were given to Jagannath G. Ranade and S.No.111 was given or allotted to Moreshwar G. Ranade and accordingly record of rights were changed. The said Mutation Entry No. 1298 is to be read along with Mutation Entry No. 1175.

12. AND WHEREAS On 19/04/1982 the said Jagannath Gopal Ranade and others sold part of S.No.81 admeasuring 8 Hectares 13.75 Ares by a Deed of Sale, to Shri. Rajendra Prasad Caire, which is registered at the Office of Sub-Registrar Mulshi at Sr. No. 163/82. Due to the said Sale Deed the said Survey Number was divided and separate S. No. 81/1/A was given for the said portion of land.
13. AND WHEREAS it appears from the said Sale Deed that there was an Agreement dated 14/11/1981 between the Owner - Mr.Jagannath Gopal Ranade and Mr.V.K. Bhoir, hence said Mr. Bhoir is made Consenting Party to the said Sale Deed as well as all Sale Deeds of S. No, 81 & 82. Vide Mutation Entry No. 1336, there was remark in other rights column of said Survey Number that, 6 Acres land is to be surrendered to the Government for rehabilitation. But said remark is deleted vide Mutation Entry No.1815, since acquisition proceeding for Rehabilitation was completed.
14. AND WHEREAS on perusal of Will dated 10th May 1995 executed by Late Rajendra Prasad Caire, he bequeathed all his properties to his Son Mr. Ashok Mahan Caire and after the death of Rajendra Prasad Caire his son Ashok Cairo's name appeared on 7/12 extract.
15. AND WHEREAS The said Ashok Mahan Caire sold, transferred and conveyed the said land bearing S. No. 81/1/A admeasuring 3 Hectares 13.75 Ares to Mr.Rajesh A. Patil by a Deed of Sale dated 25/04/2006, which is registered at the Office of Sub-Registrar Mulshi at Sr. No. 2461/2006.
16. AND WHEREAS The aforesaid original Owner- Mr.Jagannath Ranade and others sold portion of S.No. 81 admeasuring 2 Hectares 65 Ares to Mr. Shirish B Patel, by a Deed of Sale dated 19/04/1982 and the said Survey Number was divided and renumbered as S.No. 81/2. The said Survey Number or land was sold by Shirish B. Patel to one Mr. Mukund Caire by a Deed of Sale dated 30/05/1996 and the said Mukund Caire sold, transferred and conveyed the said land bearing S.No. 81/2 to Mr. Rajesh A. Patil by a Deed of Sale dated 5 October 2005, which is registered at the Office of Sub-Registrar Mulshi at Sr. No. 5107/2005.
17. AND WHEREAS The aforesaid original Owner - Jagannath Ranade and others sold an area admeasuring 2 Hectares 12.34 Ares to one Gautam S. Patel by a Deed of Sale dated 19/04/1982, which was numbered as S. No. 81/1/B. The said Gautam S. Patel sold the said land to Tarunika Venilal Dahejia. The said Smt. Tarunika Dahejia during her lifetime made her last Will and Testament on 27th August 1991 and bequeathed the said land to her sons Makar and, Harsha & Jaikumar Venilal Dahejia and their names appeared on 7/12 extract vide Mutation Entry No. 2481. The said Makarand V. Dahejia and others sold the said land i.e. S. No. 81/1/B to Mr. Ashok Mahan Caire by a Deed of Sale dated 2nd September 2005, which is registered at the Office of Sub-Registrar Mulshi at Sr. No. 4566/05. Thereafter the said Ashok Mahan Caire sold, transferred and conveyed the said land to the same purchaser Mr. Rajesh A. Patil by a Sale Deed dated 13 th July 2006, which is registered at the Office of Sub-Registrar Mulshi at Sr. No. 4582/2006.

**C) Survey No. 82/1, 82/2 and 82/3 area 03H 8,12R, 00H 96.10R and 00H 90.94R:-**

18. AND WHEREAS There is a same root of title for the Survey Number 80 as mentioned to Survey Number 81 parts;- in para (3) above. Therefore, for the present Hissa Numbers of S. No. 82 we will begin from the Deed of Partition and allotments of shares to the said two brothers namely Jagannath Gopal Ranade and Moreshwar Gopal Ranade.
19. AND WHEREAS The pre-decessor-in-title Mr. Jagannath Gopal Ranade and others sold part of S. No. 82 admeasuring 3 Hectares 8.12 Ares to Smt. Salomi Ray Kapur by Deed of Sale

dated 19/04/1982. It appears from Mutation entry No, 1339 that the said transaction was mutated on the basis of Sale Deed, which was pending for registration. But the said Sale Deed as well as all Sale Deeds stated in respect of land mentioned in Sr. No, 3 were pending for registration for want of certain compliance/s, such as production of zone certificate, 37-1 form etc. But we have checked and verified each and every Sale Deed and got satisfied about completion of the registration of those Sale Deeds. The said Salomi Ray Kapur transferred, sold and conveyed the said land to Mr. Rajesh A. Patil by a Sale Deed dated 24/01/2006, which is registered at the office of Sub-Registrar Mulshi at Sr. No. 423/06.

20. AND WHEREAS Survey Number 82/2 was originally numbered as S. No. 82/1+2+3/IB, when it was sub-divided at the time of Sale Deed dated 19/04/1982 between Jagannath G. Ranade and others on the one hand and Kamal Ray Kapur on another hand. But the said sold Survey Number 82/1+2+3/IB was renumbered as S. No.82/2 vide Mutation Entry No. 8499.
21. AND WHEREAS The said Kamal Ray Kapur died on 23/09/1999 leaving behind her three daughters viz. (1) Anuradha Khanna (2) Indu Chakaravarti (3) Kamieshwari Ghosh and two sons (1) Kamal Ray Kapur (2) Mukesh Ray Kapur and their names are mutated on 7/12 extract by Mutation Entry 1946. The said Anuradha Khanna and other four sold, transferred and conveyed the said land to Mr. Rajesh A. Patil by a Deed of Sale dated 23/01/2006, which is registered at the Office of Sub-Registrar Mulshi at Sr. No. 424/2006.
22. AND WHEREAS S. No. 82/3 is renumbered of S. No.82/1+2+3/2. The aforesaid original owners Mr. Jagannath Ranade and others sold, transferred and conveyed the said land to one Sattendra Attheyya by a Deed of Sale dated 19/04/1982, which is registered in the Office of Joint District Registrar - Pune at Sr. No. 165/82. It appears from the said Mutation Entry No. 1337 that said Mr. Attheyya not being an Agriculturist obtained permission u/s 63 of B.T. & A.L. Act prior to purchase of the said land. The said Mr. S. Attheyya sold, conveyed and transferred the said land to Mr. Ashok M. Caire by a Deed of Sale dated 30/11/1997, which is registered at the Office of Sub Registrar Mulshi at Sr. No. 540/97 and the said Mr. Ashok Caire again sold, transferred and conveyed the said land to Mr. Milind D. Kolte by a Sale Deed dated 5<sup>th</sup> October 2005, which is registered at the Office of Sub-Registrar Mulshi at Sr.No. 5105/05.

**D) Survey No. 111/1A/1, 111/1A/2, 111/1B and 111/2 area 0H 80.94R, 01H 68.20R, 02H 02.34R and 03H 23.72R:-**

23. AND WHEREAS As Stated and reported for Survey Number 81 part & 82 part, in Sr. No. 8 & 4 above, the said lands were given or allotted to Jagannath Gopal Ranade as per Partition dated 09/04/1981 and S.No- 111 admeasuring 7 Hectares 75.2 Ares was allotted or given to Moreshwar gopal Ranade as his exclusive, separated divided and partitioned share, who is pre-decessor-in-title for all Hissa and Pot Hissa Numbers of S. No. 111.
24. AND WHEREAS The said Shri. Moreshwar Ranade sold, transferred and conveyed part of S, No. III admeasuring 0 Hectare 80.94 Ares to Mr. Sanjay Surendra Jain by registered Deed of Sale dated 19/04/1982 and his name is mutated on 7/12 extract vide Mutation Entry No, 1355. The said Mr. Sanjay Jain sold the said land to Mr. Sanjay Ruikar and Mr, Arun Sane by a Deed of Sale dated 27th July 2005 (Registration No. 4003/05)
25. AND WHEREAS The S. No. 111/1A/2 was purchased by Ratannath Jain from the said Moreshwar Ranade by a Deed of Sale dated 19/04/1982 and the said Ratannath Jain again sold the said land to Mr.Sanjay Ruikar and Arun Sane by Deed of Sale dated 27 July 2005 at Sr.No. 4002/2005.
26. AND WHEREAS Remaining portion of S.No.111 is 111/2, which was purchased by Mangala G. Parekh from Moresliwar G. Ranade by a Deed of Sale dated 19/04/1982 (Registration No. 170/82 Jt.D.R.- Pune). The said Late Mangala J. Parekh was survived on her death dated 31/09/1994 by her two grandsons namely Manish Shantilal Parekh and Parag S. Parekh and their names were mutated on 7/12 extract vide Mutation Entry No, 1676. The Said Manish and Parag Shjantilal Parekh sold, transferred and conveyed the said land to Mr.Milind D. Kolte by Deed of Safer dated 25/04/2005 (Registration. No. 2462/06).By common Mutation

Entry there was a remark that 6 Acres was to be given to the Government, but the same is deleted by Mutation Entry No. 1915.

**E) Survey No. 80 (P) area 04H 32.10R and Survey No. 83 area 03H 51.68R:-**

27. AND WHEREAS The said S. No. 80 & 83 originally belonged to Late Gopal Ganesh Ranade. The devolution of rights from Late Gopal Ganesh Ranade to Jagannath & Moreshwar Gopal Ranade has already been given for the report of S, No. 81, 82 & 111 described at Sr. Nos. 3, 4, & 5. Hence, we will start from Mutation Entry No. 1175 whereby the said land came to exclusive ownership and possession of the said Jagannath & Moreshwar Gopal Ranade. Out of said 2 Survey Numbers, S. No. 80 admeasuring 4 Hectares 32.10 Ares was given to Jagannath Gopal Ranade as his divided and separated share and S. No. 83 admeasuring 03 Hectare<sup>^</sup> 51.70 Ares was given to Moreshwar Gopal Ranade as his separated and divided share. Thereafter, the said two brothers along with their all family members sold, conveyed and transferred the said land to one Mr. Brig. Shivaji Vasudeo Shahane by a Deed of Sale dated 09/08/1979, registered at the Office of Joint District Registrar - Pune at Sr. No. 119.
28. AND WHEREAS However, in the said Sale Deed, area of S. No. 80 was wrongly mentioned 7 Hectares 32.1 Ares instead of 8 Hectares 32.1 Ares and the said mistake was rectified by the parties to the said Sale Deed, by execution and registration of Deed of Correction dated 19/01/1980, registered at the Office of Joint District Registrar - Pune at Sr. No. 13/80. Out of S.No.80 an area admeasuring 04 Hectares 00 Ares was initially reserved for "Kasarsai Prkalpa" (project) vide Mutation Entry No. 1572 and was acquired for the very purpose and the said portion, which was acquired had been given separate Hissa No. i.e. 80/1 and the remaining portion of the said S. No. 80 is 04 Hectares 32.1 Ares and the said effect is given vide Mutation Entry No. 2511. The property which is acquired for Kasarsai Project (but subsequently restored to the original owners) is purchased by Miss. Ankita Rajesh Patil, but the said portion is not subject matter of our title report, hence the details are not given herein.
29. AND WHEREAS As stated above, the said S. No. 80 & 83 then belonged to Shivaji Vasudeo Shahane, who died on 01/03/ 1997. During his life time said Late Shivaji Vasudeo Shahane executed this last Will Testament dated 18/02/1997 and bequeathed both the Survey Numbers to his daughter, grand-daughter and grand-son and son- in-law viz. Mrs.Leela Ashok Gour Broom, Ms. Sonali Ashok Gour Broom, Mr.Vivek Ashok Gour Broom and Ashok Gour Broom, who became sole and absolute owners of the said land and their names appeared on 7/12 extract vide Mutation Entry No. 1738. The said Ashok Gour Broom and others sold, transferred and conveyed the said S. No. 80 (part) admeasuring 04 Hectares 32 Arcs by a Deed of Sale dated 21/07/2006, which is registered at the Office of Sub-Registrar Mulshi at Sr. No. 4822/06, to Miss Ankita Rajesh Patil. I have seen and inspected the original Sale Deed. The said purchaser's name appeared on 7/12 extract vide Mutation Entry No. 2767.
30. AND WHEREAS Part of S. No. 83 admeasuring 0 Hectare 53 Ares was also acquired for 'Kasarsai Project' and separate Survey No. 83/2 was given to the said acquired area. But as stated in common observation, the entire acquisition proceedings of Jam be Village was set aside in Writ Petition No, 5393/97. Hence, the said portion admeasuring 0 Hectare 53 Ares standing in the name of District Resettlement Officer was allotted to the original Owners - Mr. Ashok Gour Broom and others. The said Mr. Ashok Gour Broom and others sold, conveyed and transferred 04 Hectares 04.7 Ares to Miss Ankita Rajesh Patii by a Deed of Sale dated 25/10/2005, which is registered at the Office of Sub-Registrar Mulshi at Sr.5511/05. Remaining 0 Hectare 16.32 Ares portion was retained by the owners Mr.Broom in S.No. 83, being access to their lands, which they have retained for themselves in S. No. 80. S.No.83 admeasuring 03 Hectares 68 Ares now stands in the name of present owner Miss Ankita Rajesh Patii vide Mutation Entry No. 2630. The area admeasuring 03H 51.68 Ares out of S. No. 83 has been notified under Special Township.

**Survey Nos. 91/1 (P), 91/2, 91/3, 91/4 (P), 91/5, 91/6, 91/7 (P), 91/8, 91/9 and 92/1A collectively adm. area 06 H 57 Ares:**

**S.No. 91 adm. area 15 Ares 30 Guntha:-**

31. AND WHEREAS it appears from revenue record of 1929/1930 that the property bearing S. No. 91 totally admeasuring 15 Acre 30 Gunthe lying, being and situated at Village Jambe, Dist. Pune was originally owned by and belonged to Mr. Shankar and Mr. Sadashiv Anandrao Borge as the absolute owners.
32. AND WHEREAS Mr. Shankar and Mr. Sadashiv A. Borge sold, transferred and conveyed all their right, title and interest in the said land to and in favour of one Mr. Rama Bahiru Mali (Darshale) vide a Sale Deed dated 26/11/1931 and hence the name of Mr. Rama Bahiru Mali (Darshale) appeared on the 7/12 extract in owner/kabjedar column. We could not get certified copy of the said Sale Deed for our inspection, but we relied on certified Mutation Entry No. 302.
33. AND WHEREAS Rama B. Mali died intestate year 1954 leaving behind him three sons and two daughters namely-Laxman, Ananda & Genu Mali & Mrs. Krushanabai Kudale and Sabubai Tajane, However Laxman Rama Mali's name being Karta of H.U.F. was entered on 7/12 extract.
34. AND WHEREAS under common Mutation Entry No. 1149 passed in the Village Jambe and in pursuance of implementation of The Maharashtra Weights and Measures Act 1958 and The Indian Coinage Act 1955, the conversion of areas and assessment from Acres -Gunthes to Hectare- Ares were carried out and consequently the area of the subject land was converted into Hectare/Ares. Therefore, due to the said conversion area of the Survey No. 91 admeasuring 15 Acre 30 Gunthe was converted/changed to 06 Hectare 37 Ares.
35. AND WHEREAS It appears from Mutation Entry No. 1194 dated 05/01/1976 that 15 years ago family partition took place between aforesaid three sons of Late Rama V. Mali (Darshale) in which the said S. No. 91 alongwith their other properties were partitioned (though there were two daughters of late Rama Mali, they had no any right, title and interest in the said land since their father died before 1956, hence they were not made parties to the partition.
36. AND WHEREAS as per the said partition each son Late Rama got his separated, divided share and accordingly their names appeared on the 7/12 extract in the owner/Kabjedar column:-

| S.No. | Hissa No. | Name of Allottee/Share holder | Area Allotted |
|-------|-----------|-------------------------------|---------------|
| a     | 91/1      | Laxman Rama Mali              | 00H 70 Are    |
|       | 91/4      | Laxman Rama Mali              | 00H 70 Are    |
|       | 91/7      | Laxman Rama Mali              | 00H 72 Are    |
| b     | 91/2      | Ananta Rama Mali              | 00H 70 Are    |
|       | 91/5      | Ananta Rama Mali              | 00H 70 Are    |
|       | 91/8      | Ananta Rama Mali              | 00H 72 Are    |
| c     | 91/3      | Gena Ramam Mali               | 00H 70 Are    |
|       | 91/6      | Gena Rama Mali                | 00H 70 Are    |
| d.    | 91/9      | Gena Ramam Mali               | 00H 73 Are    |

Hence the names of all above mentioned legal heirs of Late Rama Bahiru Mali ( Darshale) appeared on the 7/12 extracts in the owner/Kabjedar column for their respective divided and separated shares:-

S.No. 91/1 adm. area 00H 70 Ares

S.No. 91/4 adm. area 00H 70 Ares

S.No. 91/7 adm. area 00H 72 Are

37. AND WHEREAS as we have stated above, as per the said partition Mr. Laxaman Rama Mali (Darshale) was given his separated shares in the properties bearing S. Nos. 91/1 & 91/4 admeasuring 00 Hector 70 Are each and S. No. 91/7 admeasuring 00 Hectare 72 Ares and hence the name of Mr. Laxman Rama Mali (Darshale) appeared in the Owner/ Kabjedar column of the 7/12 extract being the sole and absolute owner.

38. AND WHEREAS Mr. Laxman Rama Mali (Darshale) died intestate on 26/08/1988 leaving behind him four sons namely Sahebrao, Nathu, Damodar and Aatmaram Laxman Mali (Darshale) and one daughter namely Mrs. Draupadabai Umaji Salunkhe, The names of the said Legal Heirs of Late Laxman Rama Mali ( Darshale) were of the said legal heirs of Late Laxman Ramam Mali ( Darshale) were brought on the 7/12 extract vide Mutation Entry No.4058.
39. AND WHEREAS thereafter Mr. Sahebrao and Mr. Nathu Laxman Mali (Darshale) sold, transferred and conveyed all their right, title and interest in the said properties i.e.  $\frac{1}{2}$  share bearing S. Nos. 91/1, 91/4 and 91/7 area admeasuring 00 Hectares 35 Ares, 00 35 Ares and 00 Hectares 36Ares respectively to and in favour of Mr. Kundan Ramchandra Jachak vide a Sale Deed dated 19/12/2003 which is registered at Sr. No. 5881/2003 and hence the name of Mr. Kundan R. Jachak is recorded on the 7/12 extract in the Owner / Kabjedar column vide Mutation Entry No. 2454.
40. AND WHEREAS the said Mr. Damodar and Mr. Aatmaram Laxman Mali (Darshale) i.e. owners of remaining  $\frac{1}{2}$  divided share executed Development Agreement coupled with Irrevocable Power of Attorney dated 10/03/2006 for an area admeasuring 00 Hectare 35 each out of S. Nos. 91/1 and 91/4 and an area admeasuring 00 Hectare 36 Are out of S. No. 91/7 in favour of Mrs. Nirupa Suhas Kanitkar which is registered at office of Sub Registrar Mulshi at Sr. No. 1421/2006 and 1422/2006 subsequently the said Mrs. Nirupa S. Kanitkar executed an Assignment Agreement coupled with Irrevocable Power of Attorney both dated 07/09/2006 in favour of Sonar Shelters Ltd., which are registered at the office of Sub Registrar Mulshi at Sr. No. 1789/2006 and 1790/2006.
41. AND WHEREAS thereafter Mr. Damodar and Mr. Aatmaram Laxman Mali (Darshale) being owners of the said land sold, transferred and conveyed all their right title and interest in the said properties bearing S. No. 91/1. 91/4 and 91/7 area admeasuring 00 Hectare 35 Ares, 00 Hectare 35 Ares and 00 Hectare 36 Ares respectively to and in favour Mr. Rajesh Aniruddha Patil vide a Sale Deed at. 08/11/2008, which is registered at the Office of Sub Registrar, Mulshi at Sr. No. 7240/2006. In the aforesaid Sale Deed dated 08/11/2008 the Agreement holders (1) Sonar Shelters Ltd. & (2) Mrs. Nirupa S. Kanitkar were made as consenting parties, who also transferred their rights and benefits for consideration, to the said Purchaser.
42. AND WHEREAS hence the name of Mr. Rajesh A. Patil is mutated in the Owner /Kabjedar column of the 7/12 extract of the said properties bearing S. Nos. 91/1 91/4 and 91/7 vide Mutation Entry No. 2804.
43. AND WHEREAS Mrs. Draupadabai Umaji Salunke i.e. sister of Mr. Damodar; Mr. Aatmaram Laxman Mali (Darshale) and others consented to the said Sale Deed and executed a Consent Deed on 17/09/2007 in favour of Mr. Rajesh A. Patil is registered at the office of Sub Registrar Mulshi at Sr. No. 1856/07 and hereby relinquished her entire undivided share in the said properties. We have seen and inspected the said Deed of Consent and satisfied with it. The said Consent Deed is also applicable for remaining Hissa Numbers of the said S. No. 91, which are mentioned herein below.
44. AND WHEREAS the said Mr. Rajesh A. Patil executed Development Agreement and Power of Attorney both dated 09/05/2007 in favour of Kolte Patil I-Ven Township (Pune) Ltd. which are registered at the Office of Sub Registrar Mulshi at Sr. Nos. 3161/2007 & 3162/2007 respectively and thus the present Developer became entitled to develop the said properties.
45. AND WHEREAS the said Mr. Kundan Ramchandra Jachak and others executed Development Agreement and Power of Attorney both dated 15/02/2018in respect of the land admeasuring 00 Hectare 35 Ares out of bearing Survey No.91/1 totally admeasuring 00 Hectare 70 Ares, admeasuring 00 Hectare 35 Ares out of bearing Survey No.91/4 totally admeasuring 00 Hectare 70 Ares, admeasuring 00 Hectare 36 Ares out of bearing Survey No.91/7 totally admeasuring 00 Hectare 72 Ares, admeasuring 00 Hectare 52 Ares out of bearing Survey No.91/9 totally admeasuring 00 Hectare 73 Ares, to and in favour of "Kolte Patil Integrated Townships Limited" (formerly known as Kolte-Patil I-Ven Townships (Pune

Limited) which are registered in the office of sub-registrar Mulshi at Sr.No 1412/2018 at Sr.No. 1413/2018 respectively and thus the present Developer become entitled to develop the said properties.

**S.No. 91/2 adm. area 00H 70 Are**

**S.No. 91/5 adm. area 00H 70 Are**

**S.No. 91/8 adm. area 00H 72 Ares**

46. AND WHEREAS as per the said partition Mr. Ananta Rama Mali (Darshale) was given his separated and divided shares in the properties bearing S. Nos. 91/2, 91/5 & 91/8 area admeasuring 00 Hectare 70 Ares; 00 Hectare 70 Ares and 00 Hectare 72Ares respectively and the name of Mr. Ananta R. Mali (Darshale) appeared in the owner/kabjedar column of the 7/12 extract being the sole and absolute owner.

47. AND WHEREAS thereafter Mr. Ananta R. Mali(Darshale) sold, transferred and conveyed all his right, title and interest in the said properties bearing S. Nos. 91/2, 91/5 91/8 area admeasuring 00 Hectare 70 Ares; 00 Hectare 70 Ares and 00 Hectare 72Ares to and in favour of Mr. Milind D. Kolte vide a Sale Deed dated 09/05/2006, which is registered at the Office of Sub-Registrar, Mulshi at Sr. No. 2865/2006. Hence, the name of Mr. Milind D. Kolte is mutated in the owner/kabjedar column of the 7/12 extract vide Mutation Entry No. 2741.

48. AND WHEREAS Mr. Milind D. Kolte further agreed to sell, transfer and convey all his right, title and interest in respect of the said properties bearing S. Nos. 91/2, 91/5 & 91/8 area admeasuring 00 Hectare 70 Ares; 00 Hectare 70 Ares and 00 Hectare 72Ares to and in favour of Kolte Patil I-Ven Township (Pune) Ltd. vide a Development Agreement coupled with Irrevocable Power of Attorney both dated 05/06/2006, which is duly registered at the Office of Sub-Registrar Mulshi at Sr. Nos. 3621/2006 & 3622/2006 respectively. Therefore, the name of Kolte Patil I-Ven Township (Pune) Ltd. is mutated in the other rights column of the 7/12 extract vide Mutation Entry No. 2967.

**S.No. 91/3 adm. area 00H 70 Ares**

**S.No. 91/6 adm. area 00H 70 Ares**

49. AND WHEREAS and above referred partition, Mr. Gena Rama Mali (Darshale) was given his separated, divided shares in the properties bearing S. Nos. 91/3 area admeasuring 00 Hectare 70 Ares, S. No. 91/6 area admeasuring 00 Hectare 70 Ares and the name of Mr. Gena Rama Mali appeared in the owner/kabjedar column of the 7/12 extract being the sole and absolute owner vide Mutation Entry No. 1194.

50. AND WHEREAS further it appears from Mutation Entry No. 1425 that Mr. Gena Rama Mali mortgaged the said properties bearing S. Nos. 91/3 & 91/6 in favour of The Maharashtra State Co-operative Land Development Bank Ltd., Pune by executing a Mortgage Deed dated 13/04/1987 and hence the name of the said Bank was mutated in the owner/kabjedar column. However, the said Mortgage is redeemed and vide Bank's Letter No. outward No. 509/02, the encumbrance of Maharashtra Co-operative Land Development Bank Ltd., Pune is removed from the 7/12 extract, which is recorded vide Mutation Entry No. 2110.

51. AND WHEREAS Thereafter Mr. Gena Rama Mali (Darshale) agreed to sell, transfer and convey all his right, title and interest in respect of said properties i.e. S. No. 91/3 admeasuring 00 Hectare 70 Ares and S. No. 91/6 admeasuring 00 Hectare 70 Ares to and in favour of Mrs. Nirupa Sukas Kanitkar vide Development Agreement coupled with Power of Attorney both dated 10/03/2006, which are duly registered at the Office of Sub-Registrar, Mulshi at Sr. Nos. 1425/06 & 1426/06 respectively.

52. ANDWHEREAS further Mrs. Nirupa S. Kanitkar executed an Assignment Agreement coupled with Irrevocable Power of Attorney both dated 27/03/2006 to and in favour of Sonar Shelters Ltd., which are registered at the Office of SubRegistrar, Mulshi at Sr. Nos.1789/2006 & 1790/2006 respectively.

53. AND WHEREAS that the said Mr. Gena Rama Mali (Darshale) sold, transferred and conveyed all his right, title and interest in respect of said properties i.e. S. No. 91/3 admeasuring 00 Hectare 70 Ares and S. No. 91/6 admeasuring 00 Hectare 70 Ares to and in

favour Mr. Rajesh A. Patil vide a Sale Deed dated 09/11/2006, which is registered at the Office of Sub-Registrar, Mulshi at Sr. No. 7239/2006. Mrs. Nirupa Suhas Kanitkar and Sonar Shelters Ltd, are the Consenting Parties to the said Sale Deed. Hence, the name of Mr. Rajesh. A. Patil is mutated in the Owner/Kabjedar column of the 7/12 extract vide Mutation Entry No. 2803.

54. AND WHEREAS Mr. Rajesh A. Patil further agreed to sell, transfer and convey all his right, title and interest in respect of the said properties i.e. S. No. 91/3 admeasuring 00 Hectare 70 Ares and S. No. 91/6 admeasuring 00 Hectare 70 Ares to and in favour of Kolte Patil I-Ven Township (Pune) Ltd. vide a Development Agreement & Power of Attorney both dated 10/05/2007, which are duly registered at the Office of Sub-Registrar, Mulshi at Sr. Nos. 3161/2007 & 3162/2007 respectively.

**Survey No. 91/9 admeasuring 00 Hectare 73 Ares :-**

55. AND WHEREAS the said Gena Rama Mali (Darshale) had mortgaged the said land and borrowed a loan of Rs. 27,000/- from The Maharashtra State Cooperative Land Development Bank Pune Branch on 13/04/1987. As per the said mortgage the bank name appeared on 7/12 extract of said land and the said charge was entered in other rights column of the 7/12 extract vide Mutation Entry No. 1425. The said charge is redeemed by Letter issued by Pune District Agril. & Cooperative Rural Multipurpose Developments Bank vide Mutation Entry No. 2110.
56. AND WHEREAS Mr. Gena Rama Mali (Darshale) and others sold, transferred and conveyed all their right, title and interest in the said properties. An area admeasuring 00 Hectares 52 Ares out of bearing S. Nos. 91/9 to and in favour of Mr. Kundan Ramchandra Jachak vide a Sale Deed dated 19/03/2003 which is registered at Sr. No. 1258/2003 and hence the name of Mr. Kundan R. Jachak is recorded on the 7/12 extract in the Owner / Kabjedar column vide Mutation Entry No. 2359.
57. AND WHEREAS For the balance remaining land of the said Survey No. 91/9 the said Mr. Gena Rama Mali (Darshale) i.e. owner of remaining divided share executed Development Agreement coupled with Irrevocable Power of Attorney dated 10/03/2006 for an area admeasuring 00 Hectare 21 each out of S. No. 91/9 in favour of Mrs. Nirupa Suhas Kanitkar which is registered at office of Sub Registrar Mulshi at Sr. No. 1425/2006 and 1426/2006 subsequently the said Mrs. Nirupa S. Kanitkar executed an Assignment Agreement coupled with Irrevocable Power of Attorney both dated 27/03/2006 in favour of Sonar Shelters Ltd., which are registered at the office of Sub Registrar Mulshi at Sr. No. 1789/2006 and 1790/2006.
58. AND WHEREAS thereafter Mr. Gena Rama Mali (Darshale) being then owner of the said land sold, transferred and conveyed all their right title and interest in the said properties bearing S. No. 91/9 area admeasuring 00 Hectare 21 Ares, to and in favour Mr. Rajesh Aniruddha Patil vide a Sale Deed dated 08/11/2006, which is registered at the Office of Sub Registrar, Mulshi at Sr. No. 7239/2006. In the aforesaid Sale Deed dated 08/11/2006 the Agreement holders (1) Sonar Shelters Ltd. & (2) Mrs. Nirupa S. Kanitkar were made as consenting parties, who also transferred their rights and benefits for consideration, to the said Purchaser. Hence the name of Mr. Rajesh A. Patil is mutated in the Owner / Kabjedar column of the 7/12 extract of the said properties bearing S. Nos. 91/9 vide Mutation Entry No. 2803.
59. AND WHEREAS the said Mr. Rajesh A. Patil executed Development Agreement and Power of Attorney both dated 09/05/2007 in respect of area admeasuring 00 Hectare 21 Ares out of S. No. 91/9, to and in favour of "Kolte Patil Integrated Townships Limited" (formerly known as Kolte-Patil I-Ven Townships (Pune) Limited), which are registered at the Office of Sub Registrar Mulshi at Sr. Nos. 3161/2007 & 3162/2007 respectively and thus the present Developer became entitled to develop the said properties.
60. AND WHEREAS the said Mr. Kundan Ramchandra Jachak and others executed Development Agreement and Power of Attorney both dated 15/02/2018 in respect of the land admeasuring 00 Hectare 35 Ares out of bearing Survey No.91/1 totally admeasuring 00

Hectare 70 Ares, admeasuring 00 Hectare 35 Ares out of bearing Survey No.91/4 totally admeasuring 00 Hectare 70 Ares, admeasuring 00 Hectare 36 Ares out of bearing Survey No.91/7 totally admeasuring 00 Hectare 72 Ares, admeasuring 00 Hectare 52 Ares out of bearing Survey No.91/9 totally admeasuring 00 Hectare 73 Ares, to and in favour of "Kolte Patil Integrated Townships Limited" (formerly known as Kolte-Patil I-Ven Townships (Pune) Limited), which are registered at the Office of Sub Registrar, Mulshi at Sr. Nos. 1412/2018 & 1413/2018 respectively and thus the present Developer become entitled to develop the said land.

**S. No. 92/1A admeasuring 00 Hectare 20 Ares out of admeasuring 00 Hectare 63 Ares :-**

61. AND WHEREAS The property bearing Survey No. 92 Hissa No. 1 totally admeasuring 17 Acre 21 Gunthe lying, being and situated at Village Jambe, District Pune was originally owned by one Amruta Sawant as the sole and absolute owner of the said property. After the death of Late Amruta Sawant, the said property was devolved upon his legal heirs i.e. his two sons namely Mr. Dagdu & Mr. Maruti Amruta Sawant for 8 aane ( $\frac{1}{2}$ ) share each and hence their names appeared on the 7/12 extract in the Owner/Kabjedar's column since the year 1964. As per Mutation Entry No. 1083 it appears that in the year 1961 Maruti Amruta Sawant died leaving behind him one son and four daughters namely, Mr. Shantaram Maruti Sawant, Mrs. Lankabai Rajaram Kalekar, Mrs. Rakhmabai Maruti Pansare, Mrs. Bhamabai Narayan Dhawade and Mrs. Tanubai Kaluram Mule as his only legal heirs, who inherited the said land.
62. AND WHEREAS Mutation Entry No. 1149 passed in the Village Jambe and in pursuance of implementation of The Maharashtra Weights and Measures Act 1958 and The Indian Coinage Act 1955, the conversion of areas and assessment from Acre -Gunthe to Hectare-Ares were carried out and consequently the area of the subject land was converted into Hectare/Ares. Therefore due to the said conversion area of the Survey No. 92/1 admeasuring 17 Acres 21 Gunthe was converted/changed to 06 Hectare 99 Ares.
63. AND WHEREAS Mutation Entry No. 1155 dated 01/01/1971 that about 35 years ago, family partition took place among all members of Sawant family, in which the said S. No. 92 along with other properties were partitioned. As per the said partition, each family member got his separated, divided share and accordingly the said Mr. Shantaram Maruti Sawant was given his separated, divided and partitioned share i.e. admeasuring 00 Hectare 87 Ares which was renumbered as S. No. 92/1 and the name of said Mr. Shantaram Maruti Sawant appeared in the Owner/Kabjedar's column of the 7/12 extract being sole and absolute owner.
64. AND WHEREAS It appears that the said Mr. Shantaram Maruti Sawant had availed a loan of Rs. 7,200/- from Wakad Vividh Karyakari Sahakari Society Ltd. and accordingly the name of the said society was mutated in the other rights column of the 7/12 Extract vide Mutation Entry No. 1528. However the name of the said society was subsequently deleted from the 7/12 Extract, but we could not get its relevant Mutation Entry extract.
65. AND WHEREAS thereafter as per Mutation Entry No. 1629 it appears that in the year 1994 certain lands were acquired by the Special land Acquisition Officer, Pune in benefited zone for Kasarsai Project. Further it also appears that an Award bearing No. Outward No./86/94 is passed on 10/03/1998 and hence out of the aforesaid property an area admeasuring 00 Hectare 24 Ares was acquired for Kasarsai Project and the said Survey number 92/1 was divided into S. No. 92/1A admeasuring 00 Hectare 63 Ares belonging to Mr. Shantaram Maruti Sawant and S. No. 92/1B area admeasuring 00 Hectare 24 Ares belonging to Government/Kasarsai Project.
66. AND WHEREAS it appears from Mutation Entry No. 2086 that the said Mr. Shantaram Maruti Sawant had availed a loan of Rs. 1,50,000/- from Priyadarshani Vividh Karyakari Co-operative Society Ltd. and the same was mutated in other rights column and the said encumbrance is redeemed by Letter dated 03/04/2014 issued by Priyadarshani Vividh Karyakari Sahakari Society Ltd. However, the said encumbrances are vacated vide Mutation Entry No. 4058.

67. AND WHEREAS Mutation Entry No. 2558 appearing in the other rights column of the 7/12 extract for the year 1996-97 is irrelevant as it does not relate the said property and is about S. No. 92/2A, 92/3 & 92/5, hence ignored.
68. AND WHEREAS the said Mr. Shantaram Maruti Sawant and others sold, transferred and conveyed all their right, title and interest in the said land admeasuring 00 Hectare 63 Ares to and in favour of Miss. Ankita Rajesh Patil vide Sale deed dated 23/03/2006 which is registered at the office of Sub-Registrar Mulshi at Sr. No. 1704/2006 and the name of Ankita Rajesh Patil appeared in the Owner/Kabjedar's column of the 7/12 extract vide Mutation Entry No.2693. Ankita Rajesh Patil further agreed to sell, transfer and convey her right, title and interest in respect of the said land admeasuring 00 Hectare 63 Ares to and in favour of Kolte Patil I-Ven Township (Pune) Ltd. vide a Development Agreement coupled with Irrevocable Power Of Attorney both dated 05/06/2006 which are duly registered at the office of Sub-Registrar Mulshi at Serial nos. 3621/2006 & 3622/2006 respectively and therefore the name of Kolte Patil I-Ven Township (Pune) Ltd. was mutated in the other rights column of 7/12 extract vide Mutation Entry No. 2967.
69. AND WHEREAS the said Ankita Rajesh Patil and others agreed to exchange part of the said land admeasuring 00 Hectare 43 Ares out of Survey No. 92/1A to and in favour of Mr. Kisan Dashrath Savant and others vide Exchange deed dated 16/09/2019, which is registered at the Office of Sub- Registrar, Mulshi at Sr. No.17791/2019 read alongwith Correction Deed dated 25/10/2023, which is registered at the Office of Sub Registrar, Mulshi at Sr. No. 24775/2023. Thus the said Ankita Rajesh Patil has an area admeasuring 00 Hectare 20 and Mr. Kisan Dashrath Savant and others have an area admeasuring 00 Hectare 43 Ares in the said Survey No. 92/1A totally admeasuring 00 Hectare 73 Ares.
70. AND WHEREAS all that piece and parcel of land properties bearing Survey No. 91/1 totally admeasuring area 00H 70R, Survey No 91/3 totally admeasuring area 00H 70R, Survey No 91/4 totally admeasuring area 00H 70R, Survey No 91/6 totally admeasuring area 00H 70R, Survey No 91/7 totally admeasuring area 00H 69R, Survey No 91/9 totally admeasuring area 00H 73R was owned and possessed by Mr. Damodar Laxman Darshale and others AND Mr. Gena Rama Mali and others as the owners thereof.
71. AND WHEREAS further Mr. Gena Rama Mali and others sold the said land properties i.e. Survey No 91/3 totally admeasuring area 00H 70R, Survey No 91/6 totally admeasuring area 00H 70R and Survey No 91/9 totally admeasuring area 00H 73R out of which area admeasuring 00H 21R to Mr. Rajesh Anirudha Patil by way of Sale Deed which is registered in the office of Sub Registrar Mulshi at Sr. No. 7239/2006 dated 08/11/2006. And by virtue of said Sale Deed, Mr. Rajesh Anirudha Patil became owner of said properties.
72. AND WHEREAS Mr. Damodar Laxman Darshale and others sold the said land properties i.e. Survey No. 91/1 totally admeasuring area 00H 70R out of which area admeasuring 00H 35R, Survey No 91/4 totally admeasuring area 00H 70R out of which area admeasuring 00H 35R and Survey No 91/7 totally admeasuring area 00H 69R out of which area admeasuring 00H 36R along with another property to Mr. Rajesh Anirudha Patil by way of Sale Deed which is registered in the office of Sub Registrar Mulshi at Sr. No. 7240/2006 dated 08/11/2006. And by virtue of said Sale Deed, Mr. Rajesh Anirudha Patil became owner of said properties.
73. AND WHEREAS Mr. Anant Rama Mali alias Darshale and others (other land owners) sold the said land properties i.e. Survey No 91/2 totally admeasuring area 00H 70R, Survey No 91/5 totally admeasuring area 00H 70R and Survey No 91/8 totally admeasuring area 00H 72R to Mr. Milind Digambar Kolte by way of Sale Deed which is registered in the office of Sub Registrar Mulshi at Sr. No. 2865/2006 dated 09/05/2006. And by virtue of said Sale Deed, Mr. Milind Digambar Kolte became owner of said properties.
74. AND WHEREAS all that piece and parcel of land property bearing Survey No 92/1A totally admeasuring area 00H 63R, was owned and possessed by Mr. Baban Shantaram Sawant and others as the owners thereof.
75. AND WHEREAS Mr. Baban Shantaram Sawant and others sold the said land properties i.e. Survey No 92/1A totally admeasuring area 00H 63R along with other properties to Miss.

Ankita Rajesh Patil by way of Sale Deed which is registered in the office of Sub Registrar Mulshi at Sr. No. 1704/2006 dated 29/03/2006. And by virtue of said Sale Deed, Miss. Ankita Rajesh Patil became owner of said properties.

76. AND WHEREAS further the aforesaid land owners i.e. Mr. Rajesh Anirudha Patil, Mr. Milind Digambar Kolte, Mr. Naresh Anirudha Patil and Miss. Ankita Rajesh Patil have entrusted development rights in respect of aforesaid land properties **along with other properties** and accordingly executed 5 separate Development Agreements coupled with Possession and Power of Attorney in favour of the I'Ven Township (Pune) Pvt Ltd said 1) Development Agreement which is registered in the office of sub-registrar Mulshi at Sr.No. 1133/2006 on 27/02/2006, 2) Development Agreements which is registered in the office of sub-registrar Mulshi at Sr. No. 5539/2006 on 22/08/2006 & Power of Attorney which is registered in the office of Sub-registrar Mulshi at Sr.No. 5540/2006 on 22/08/2006, 3) Development Agreements which is registered in the office of sub-registrar Mulshi at Sr. No 3621/2006 & Power of Attorney which is registered in the office of sub-registrar Mulshi at Sr.No. 3622/2006 on 05/06/2006 (**For Survey Nos. 91/2, 91/5, 91/8, 91/9 and 92/1A**) And 4) Development Agreements which is registered in the office of sub-registrar Mulshi at Sr. No. 6161/2007 on 05/09/2007 & Power of Attorney which is registered in the office of sub-registrar Mulshi at Sr.No. 6162/2007 on 05/09/2007, which are duly registered at the office of Sub-Registrar, Mulshi at different serial numbers. Thus, the I'Ven Township (Pune) Pvt. Ltd became entitled to develop the said larger lands.
77. AND WHEREAS the aforesaid land owners i.e. Mr. Rajesh Anirudha Patil and Mr. Milind Digambar Kolte have entrusted development rights in respect of aforesaid land properties i.e. **Survey Nos. 91/1 (P), 91/3, 91/4 (P), 91/6, 91/7 (P) and 91/9 along with other properties** in favour of I'Ven Township (Pune) Pvt Ltd by executing Development Agreement and Power of Attorney which is registered in the office of Sub-Registrar Mulshi at Sr. No 3161/2007 and at Sr. No. 3162/2007 dated 10/05/2007.
78. AND WHEREAS all aforesaid Development Agreement were made and executed in the name of I'Ven Township (Pune) Pvt Ltd. However, as per fresh Certificate of Incorporation dated 13/12/2011 issued by Registrar of Companies, Maharashtra, Pune, the name of the Developer- I Ven Township (Pune) Pvt. Ltd has been changed into KOLTE-PATIL I- VEN TOWNSHIP (PUNE) LIMITED.
79. AND WHEREAS Kolte-Patil I-Ven Townships (Pune) Ltd desired to develop the larger Lands, which is more particularly described in the Schedule 'A' written hereinabove in terms of Notification No.TPS/1804/Pune R.P.DCR.UD-13 dated 16/11/2005 issued by the Urban Development Department, under which Government of Maharashtra, has sanctioned Regulations for Development of Special Township in area under Pune Regional Plan thereby modifying the Regional plan and amending the Urban Development Department Notification No. 1895/227/CR-26/95/UD-13 dated 25/11/1997 and all its modifications and utilize its full building potential for such user as many be permissible by law including commercial and residential user.
80. AND WHEREAS by and under a Letter of Intent dated 7/6/2008 issued by the Revenue Branch of the Collector, Pune, notifying a Township Project on terms and with respect to the Larger lands. As per Notification No. TSP/1806/53/Case No. 19/06/Navi-13 dated 21/05/2008 issued by Urban Development Department, Government of Maharashtra, in exercise of the powers conferred under Section 18 (3) of The Maharashtra Regional Town Planning Act, 1966, the Government has granted permission and declared the project as a Special Township Project. Hence, as per the Regulation No.2 A of the Regulations under The Township Policy the Larger Lands are deemed to have been automatically converted to non-agriculture use.
81. AND WHEREAS the Larger Lands were located in Agriculture Zone under Regional Plan for the area and hence the provisions of The Urban Land (Ceiling & Regulation) Act, 1976 were not applicable to the Larger Lands. On 29-11-2007, both Houses of Legislature of Maharashtra adopted the Urban Land (Ceiling & Regulation) Repeal Act, 1999 (the "Repeal

Act”). Thus till the date of coming in to force of the Repeal Act, provisions of the Urban Land (Ceiling & Regulation) Act, 1976 were not applicable to the Larger Lands.

82. AND WHEREAS Kolte-Patil I-Ven Townships (Pune) Ltd have got location clearance and sanction to the layout, in respect of Larger Land described in the Schedule ‘A’. However Kolte-Patil I-Ven Townships (Pune) Ltd reserves its right to revise the said layout and building plans from time to time as per convenience of the Township.
83. AND WHEREAS The aforesaid Development Agreements were earlier executed in the name of ‘I-Ven Townships (Pune) Pvt. Ltd’. However, as per fresh Certificate of Incorporation dated December 28, 2005 consequent upon change of name issued by the Registrar of Companies, Karnataka, name of the Promoter – I-Ven Townships (Pune) Pvt. Ltd. was changed to ‘Kolte Patil I-Ven Townships (Pune) Pvt. Ltd’. Subsequently, the name of KOLTE-PATIL I-VEN TOWNSHIPS (PUNE) PRIVATE LIMITED is also changed to ‘KOLTE-PATIL I-VEN TOWNSHIPS (PUNE) LIMITED’, as per Fresh Certificate of Incorporation dated 13/12/2011 issued by Registrar of Companies, Maharashtra, Pune subsequently the name of Kolte-Patil I-Ven Townships( Pune) Limited is also changed to “Kolte-Patil Integrated Townships Limited as per Certificate of Incorporation dated 19/07/2021 issued by Registrar of Companies Maharashtra Pune.
84. AND WHEREAS By virtue of the aforesaid, the Promoter is entitled to develop the Larger Land described in the First Schedule hereunder written.
85. AND WHEREAS The Promoter is desirous of constructing Township Project on the Larger Land and for that purpose may acquire further tracts of land that are adjoining to the Larger Land with the intent of ultimately including such new lands to the layout of the Larger Property, subject to the necessary approvals being granted by the sanctioning authorities.
86. AND WHEREAS By Notification No. TPS/1804/Pune R. P. DCR/ UD-13 dated 16-11-2005 issued by the Urban Development Department, under which Government of Maharashtra, has sanctioned Regulations for Development of Special Township in area under Pune Regional Plan thereby modifying the Regional plan and amending the Urban Development Department Notification No. 1895/227/CR-26/95/UD-13 dated 25-11-1997 and all its modifications and utilize its full building potential for such user as may be permissible by law including commercial and residential user.
87. AND WHEREAS by and under a Letter of Intent-I dated 07/06/2008 bearing reference no. PMH/KAVI/1286/2008 and subsequently under Letter of Intent-II dated 03/09/2014 bearing reference No. PMH/KAVI/758/2014 and subsequently under Letter of Intent-III dated 12/04/2018 bearing reference No. PMH/KAVI/677/2018 and subsequently under Letter of Intent-IV dated 27/01/2022 bearing reference No. PMH/KAVI/531/2021 and subsequently under Letter of Intent-V dated 04/05/2023 bearing reference No. PMH/KAVI/303/2023 and subsequently under Letter of Intent-VI dated 17/10/2022 bearing reference No. PMH/KAVI/1726/2022 issued by the Revenue Branch of the Collectorate, Pune, the Larger Land is notified as Township Project on the terms mentioned therein.
88. AND WHEREAS as per Notification No. TPS/1806/53/Case No. 19/06/Navi-13 dated 28/04/2008 issued by Urban Development Department, Government of Maharashtra, in exercise of the powers conferred under Section 18 (3) of The Maharashtra Regional Town Planning Act, 1966, the Government has granted permission and declared the project as a Special Township Project. Hence, as per the Regulation No.2 A of the Regulations under The Township Policy the Larger Land is deemed to have been automatically converted to non-agriculture use.
89. AND WHEREAS Government of Maharashtra has amended the Township Policy from STP to ITP all further sanctions will be as per the prevailing rules and regulations of the ITP. The Promoter has been given liberty to either continue the development of Township under the STP or migrate to ITP.
90. AND WHEREAS in pursuance of the Notification dated 20/11/2018 bearing No. TPS-1818/1349/CR-229/18/20(4)/UD-13 and Notification dated 08/03/2019, bearing No. TPS-

1816/CR-368/16/part-I/DP-ITP/UD-13 issued by Urban Development an application has been granted by PMRDA vide its Order bearing no. BMU/Mouje Jambe, Marunji, Nere/S. No. 74 and others/Case No. 568/23-24 dated 22/11/2023 for an area 16292104.68 sq.mtrs.

91. AND WHEREAS Promoter has named the ITP as **“Life Republic”** and intends to develop the ITP in the form of various Sectors.
92. AND WHEREAS accordingly, Master Plan Sanction (PLU) in respect of the Larger Land has been sanctioned vide Order bearing no. PMH/NA/SR/371/08 dated 16/09/2010 and thereafter the said PLU has been revised five times due to addition of area/land. The five revised sanction orders are bearing no. PMH/NA/SR/417/10 dated 05/03/2011, Order bearing No. PMH/TS/SR/27/2012 dated 18/07/2012, Order bearing No. PMH/TS/SR/24/2015 dated 17/11/2015, Order bearing No. BMU/Mouje Jambhe, Marunji, Nere/Sr.No.74/2 and others/C.R.219/16-17 dated 26/04/2017 and Order bearing No. BMU/Mouje Jambhe-Marunji, Nere/S.No.74 and Others/Case No.663/18-19 dated 23/01/2019, Order bearing no. BMU/Mouje Jambhe, Marunji, Nere/Sr.No. 74 and others/Case No. 112/19-20 dated 24/02/2020, Order bearing no. BMU/Mouje Jambhe, Marunji, Nere/Sr.No. 74 and others/Case No. 327/22-23 dated 19/10/2022, Order bearing no. BMU/Mouje Jambhe, Marunji, Nere/Sr.No. 74 and others/Case No. 568/19/20 dated 22/11/2023 by the Town Planning Authority/PMRDA.
93. AND WHEREAS the Promoter is required to annex all Revenue Records, Government Orders, title deeds, documents, papers, of entire Township property to each Agreement which is to be executed in favour of Purchasers. Due to the said enclosures/Annexures, the Agreement is becoming voluminous and bulky and is also causing inconvenience at the time of Registration/Scanning of the document. Thus, as suggested by the Registering Authority, the Promoter has executed two separate Declarations on 22/02/2012 and 21/04/2012, and has annexed all Revenue Records, Title Deeds, documents, plans Government Orders etc to the said Declarations, which are registered at the Office of Sub-Registrar, Mulshi at Sr.Nos. 872/2012 and 2159/2012 on 27/02/2012 and 21/04/2012.
94. AND WHEREAS Initially, Environmental Clearance dated 6th September 2007 bearing Reference No. 21-111/2007-IA.III issued by the MOEF Government of India/Maharashtra was granted in respect of the Larger Land. The Promoter further applied for revision and received a revised Environmental Clearance on 23rd April 2019 issued by State Level Environment Impact Assessment Authority (SEIAA) bearing Reference No. SEIAA-EC-0000001462, dated 24<sup>th</sup> January 2020 bearing reference no. SEIAA-EC-0000002328, dated 13/01/2021 bearing reference no. F.NO.21-75/2020-IA-III, dated 18/06/2022 bearing reference no. SIS/MH/MIS/71039/2021 and dated 10/11/2023 bearing reference no. SIA/MH/INFRA2/427614/2023.
95. AND WHEREAS The Promoter has sanctioned building plans from PMRDA vide its Commencement Certificate bearing no. BMU/Village Marunji and Jambe/S.No. 91 and others, Sector-R16/Pra.Kra.938/16-17 dated 08/02/2017, which was revised under Commencement Certificate bearing no. BMU/Village Marunji and Jambe/S.No. 91 and others, Sector-R16/Pra.Kra.584/18-19 dated 19/09/2018, which was revised under Commencement Certificate Bearing no. BMU/Village Marunji and Jambe/S.No. 91 and others, Sector-R16/Pra.Kra.820/19-20 dated 22/11/2019, which was revised under Commencement Certificate Bearing no. BMU/Village Marunji and Jambe/S.No. 91 and others, Sector-R16/Pra.Kra.1419/19-20 dated 28/02/2020, which was revised under Commencement Certificate bearing no. BMU/Village Marunji and Jambe/S.No. 91 and others, Sector-R16/Pra.Kra.401/21-22 dated 11/10/2021, which was revised under Commencement Certificate bearing no. BMU/Village Marunji and Jambe/S.No. 91 and others, Sector-R16/Pra.Kra.401/21-22 dated 12/11/2021, which was revised under Commencement Certificate bearing no. BMU/Village Marunji and Jambe/S.No. 91 and others, Sector-R16/Pra.Kra.1010/22-23 dated 22/12/2022.
96. AND WHEREAS as per the sanctions and approvals, Kolte-Patil Integrated Townships Ltd has constructed a Special Township project under the name **“LIFE REPUBLIC SECTOR R 16A/16A AVENUE”**.

97. AND WHEREAS Kolte-Patil Integrated Townships Ltd has constructed a Township project under the name **“LIFE REPUBLIC SECTOR R16/16<sup>th</sup> Avenue – AREZO-J,K,D Building and Shops”** on said land property (5<sup>th</sup> project).

98. AND WHEREAS Kolte-Patil Integrated Townships Ltd a “Project” under the project name **“LIFE REPUBLIC SECTOR R16/16<sup>th</sup> Avenue – AREZO-J,K,D Building and Shops”** under the provisions of the said Act with the Real Estate Regulatory Authority under bearing no. P52100050599 dated 21/04/2023.

| Sr.no. | Case no.                                  | S. No.                         | Particulars                                                                                | Relief Claimed                                                                                                                                                                                                                        | Status                                                                       |
|--------|-------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| 1      | Spl CS 2255/2009                          | Marunji 74/7 & 74/8            | Dilip Madhavji Thakkar V/S Sopan Genu Jagtap& Others<br><br>(D-10 Pradip Kolte. D-11 KPDL) | Suit for declaration and injunction                                                                                                                                                                                                   | Amended Written Statement                                                    |
| 2      | Rpe 1487/2005                             | Jambe 125/1                    | Dattatray Raghunath More and Others V/S Govind Ananda Salunke and others                   | Suit for declaration and injunction                                                                                                                                                                                                   | Pending for Written statement / Awaiting summons                             |
| 3      | spies 265/2013                            | Jambe 126/2 & 126/2/1          | Govind Anand Salunke V/S Milind D. Kolte                                                   | Suit for declaration and injunction                                                                                                                                                                                                   | Pending for issues.                                                          |
| 4      | Spl CS 575 of 2015                        | Jambe - 117 . 118/1 .121 & 122 | Avinash Timgere and Others V/S Milind Kolte and others                                     | Plaintiff is claiming suit property as his ancestral property and hence he has undivided share in the suit property and hence claiming that the Agreement / Sale Deed is not binding on the share of Plaintiffs and for other reliefs | Awaiting summons                                                             |
| 5      | Special civil suit 421/2016               | Nere 26/2 &26/4                | Rajesh Patil V/S Kisan Amale and Others                                                    | Suit for declaration and other reliefs                                                                                                                                                                                                | Pending for withdrawal.                                                      |
| 6      | Special Leave Petition C C No. 9463 /2017 | Nere - 69                      | Kolte-Patil I- Ven Townships (Pune) Limited V/S Narayan                                    | Against the order of High Court in Writ Petition No. 9891 of 2015                                                                                                                                                                     | Stay granted by Supreme Court to the order passed by HC in WP no. 9891/2015. |

|    |                                    |                               |                                                                           |                                                                                                                                                                                                                                                                   |                                                                                                                                                       |
|----|------------------------------------|-------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                    |                               | Shinde                                                                    |                                                                                                                                                                                                                                                                   |                                                                                                                                                       |
| 7  | SLP CC<br>9467/2017                | Nere - 69                     | Milind D.<br>Kolte &<br>others V/S<br>Naryan<br>Shinde &<br>others        | Against the order of<br>High Court in Writ<br>Petition No. 9891 of<br>2015                                                                                                                                                                                        | Stay granted<br>by Supreme<br>Court to the<br>order passed<br>by HC in WP<br>no. 9891/2015.                                                           |
| 8  | Writ Petition<br>No.<br>11697/2017 | Nere -<br>26/2                | Vilas Damu<br>Shinde V/S<br>Special Land<br>Acquisition<br>and others     | Challenging<br>acquisition<br>proceeding of Village<br>Nere                                                                                                                                                                                                       | Filing of say                                                                                                                                         |
| 9  | Writ Petition<br>No.<br>11701/2017 | Nere -<br>26/6                | Datta Bhau<br>Shinde V/S<br>Special Land<br>Acquisition<br>and others     | Challenging<br>acquisition<br>proceeding of Village<br>Nere                                                                                                                                                                                                       | Filing of say                                                                                                                                         |
| 10 | Writ Petition<br>No.<br>11702/2017 | Nere -<br>26/4                | Maruti Vitthal<br>Shinde V/S<br>Special Land<br>Acquisition<br>and others | Challenging<br>acquisition<br>proceeding of Village<br>Nere                                                                                                                                                                                                       | Filing of say                                                                                                                                         |
| 11 | RCS<br>53/2018                     | Jambhe-<br>92                 | Sudam<br>Sawant V/S<br>KPI-VEN                                            | Suit for claiming<br>ownership and<br>injunction on the suit<br>property.                                                                                                                                                                                         | Pending for<br>issues                                                                                                                                 |
| 12 | WPST<br>31252/2017                 | Jambhe-<br>126/2 &<br>126/2/1 | Gopal Ananda<br>Salunkhe V/S<br>Milind Kolte                              | Petitioner has filed<br>the present Writ<br>seeking direction<br>from to High Court to<br>delete the names of<br>Milind Kolte and 6<br>others from the<br>revenue records and<br>mutate the<br>Petitioner's name on<br>the 7/12 extracts of<br>the suit property. | For removal of<br>office<br>objection.<br><br>Summons not<br>yet received<br>from Court but<br>other side<br>advocate<br>intimated filing<br>of case. |

99. AND WHEREAS the said Developer - Kolte Patil I-Ven Township (Pune) Ltd. availed loan of Rs. 200 Crores from 'Indusind Bank Ltd.' and executed a Mortgage Deed dated 24/03/2017 and created an encumbrance on the Sector R-1 (building A to G) & Sector R-3 (building A to E) of the 'Life Republic' Township property. The said Mortgage Deed is registered at the office of Sub Registrar Mulshi 2, at Sr.No.3437/2017. **(Not related to captioned building)**

100. AND WHEREAS the said Indusind Bank Ltd has thereafter released part of the property i.e. Sector R-1 (Building A. B. E, F & G) area admeasuring 35187.45 Sq.mtrs by executing a Deed of Conveyance of Mortgage, in favour of Kolte Patil I-Ven Township (Pune) Ltd dated 21/12/2017, which is registered at the office of Sub Registrar Mulshi (Paud) at Sr.No. 4122/2017. **(Not related to captioned building)**

101. AND WHEREAS the said Kolte Patil I-Ven Township (Pune) Ltd and Indusind Bank Ltd have further executed a Supplementary Deed of Mortgage on 21/12/2017 pertaining to

additional area i.e. Sector R-16 (Building A. B. C. D, G & H) which is registered at the office of Sub Registrar Mulshi (Paud) at Sr. No. 4132/2017 registered on 22/12/2017 said project still outstanding and Indusind Bank Ltd issued Specific Release Letter in respect of the said Flat in favour of Developer dt. 02/05/2018 **(Not related to captioned building)**

102. AND WHEREAS the said Kolte Patil I-Ven Township (Pune) Ltd. has further created an encumbrance on the property i.e. Sector R-1 (Building A, G, E, F & B) out of 'Life Republic' township, to Beacon Trusteeship Ltd. and has availed loan of Rs.193.88 Crores by executing a Debenture Trust Deed dated 21/12/2017, which is registered at the office of Sub Registrar Mulshi (Paud) at Sr.No. 4118/2017. **(Not related to captioned building)**

103. AND WHEREAS, the said Kolte Patil I-Ven Township (Pune) Ltd and Indusind Bank Ltd. have again executed a Supplementary Deed of Mortgage on 15/09/2018 for including additional areas to the existing mortgaged property i.e.S.No.74 B (Part) area admeasuring 06 Hectare 52 Ares (C4 property), situate at Village Marunji, Taluka Mulshi, District Pune, which is registered at the office of Sub Registrar Mulshi (Paud), at Sr.No.3517/2018 registered on 17/09/2018. **(Not related to captioned building).**

104. AND WHEREAS Further the said Kolte Patil I-Ven Township (Pune) Ltd and Indusind Bank Ltd have further executed a Supplementary Deed of Mortgage on 26/03/2019 for including additional areas to the existing mortgaged property i.e. Sector R-9 'ORO AVENUE' i.e. Avenue-9, Sector R-16 'ORO AVENUE' i.e. Avenue-16 which is registered at the office of Sub Registrar Mulshi 2 at Sr.No. 6792/2019 registered on 26/03/2019 & Mortgage Deed which is registered at the office of Sub Registrar Mulshi 2 at Sr.No. 9118/2021 on 25/06/2021 **(Not related to captioned building).**

105. AND WHEREAS Further the said Kolte Patil I-Ven Township (Pune) Ltd has availed loan facilities from Kotak Mahindra Investment Ltd. for including additional areas to the existing mortgaged property i.e. Sector R-27, R-17A, R-14, R-15 & R-11, which is registered at the office of Sub Registrar Mulshi, at Sr.No. 15536/2022 registered on 10/10/2022 **(Not related to captioned building).**

106. AND WHEREAS the said flat purchasers of the building have formed a Society registered under the Maharashtra Co-operative Societies Act 1960 having its registration in the name and style as **"Life Republic Sector R-16/Avenue 16 Co-Operative Housing Society Ltd"** vides Society Registration Certificate bearing no. PNA/MSI/HSG/(TC)/23826/2021-22 dt. 10/02/2022.

107. AND WHEREAS Pune Metropolitan Region Development Authority, Pune have issued Occupancy certificate vide bearing No. 1062 dated 01/07/2026.

108. AND WHEREAS Kolte-Patil Integrated Townships Ltd have executed Agreement to Sale for the said flat in favour of Mr. Sampath Kumar Ramchandran through its POA Holder Mr. Akshay Ramesh Aware, which is registered in the office of Sub-Registrar Mulshi at Sr. No. 1214/2024 dated 15/01/2024.

109. AND WHEREAS Mr. Shubham Balkrishna Dharerao & Mrs. Apurva Nandkumar Bakshi have decided to purchase the said flat from Mr. Sampath Kumar Ramchandran by the way of Deed of assignment.

#### **PART IV: EVIDENCE OF THE TITLE OF PROPERTY:**

1. Copy of Draft Deed of Assignment executed by Mr. Sampath Kumar in favour of Mr. Shubham Balkrishna Dharerao & Mrs. Apurva Nandkumar Bakshi.
2. Copy of Agreement to Sale executed by Kolte-Patil Integrated Townships Ltd in favour of Mr. Sampath Kumar Ramchandran through its POA Mr. Akshay Ramesh Aware, which is registered in the office of Sub-Registrar Mulshi at Sr. No. 1214/2024 dated 15/01/2024 along with RR and Index-II.

#### **PART V: OTHER PROVISIONS:**

- 5.1 Whether provisions of urban land ceiling act are applicable? No
- 5.2 Whether any property/ies intend to be given as security is subject to any minor's claim/share? No as per documents
- 5.3 Whether the property is affected by any revenue and tenancy regulations; if yes then to what extent? No as per documents.
- 5.4 Whether the user land has been converted into Non-Agricultural for Residential use by the order of the competent Authority? Yes, as per documents.
- 5.5 Whether up to date tax/land revenue has been paid in respect of the property? Not to knowledge
- 5.6 Whether all original documents for last 13/30 years have been scrutinized; if not give reasons? Copies perused.
- 5.7 Whether required documents are available for creating mortgage? Yes, as per documents and subject to documents called in Part VII.
- 5.8 Whether all the previous owners of the property had the right and competency to transfer the property? Yes, as per documents.
- 5.9 Whether the proposed mortgage by deposit of title deeds is possible? Yes, as per documents, subject to documents called in Part VII.
- 5.10 What is the tenure of the land; if it is leased? \_\_\_\_\_ years (remaining period) NA, Freehold Property.
- 5.11 Whether the land is Adivasi (tribal) land? No, as per documents.
- 5.12 Whether the land /property are joint family property? No, as per documents.
- 5.13 Whether SARFAESI Act applicable? Yes, as per documents and subject to documents called in Part VII.
- 5.14 Is land/property/flat being subject to any reservations /acquisitions/requisitions? No, as per documents.
- 5.15 Whether the property has been transferred by a power of attorney (POA) holder of the original landowner in favour of the loan applicant? NA
- 5.16 Whether the said POA holder has/had authority to sell the property under POA? NA
- 5.17 Whether POA as recorded in 5.15 is registered? NA
- 5.18 Whether any prior permission /NOC /consent required from any Authority to mortgage the Property (Authority may be Govt. / Municipal Corporation / Land Development Authority / Industrial Development Authority / Society etc.). If permission is required, specify the name of the authority from whom permission/NOC is required and list all permission/ No objection required Yes NOC to mortgage required from Society.
- 5.19 Whether any permission / consent is required to sell the property upon invocation of the mortgage. If so, indicate the Authority from whom the permission is required; Indicative Time line to obtain such permission; and any premium payable to the Authority upon such transfer: No as per documents
- 5.20 Whether Search Report is obtained and submitted? Yes

Search Report Details: - MH008936425202627E

Search Conducted Years: 13 years

Name of the Advocate / Searcher: Sopanrao Mane & Co. (Advocates)

Search Report Date – 24/08/2026

Note -

5.21 Whether EC is obtained?

EC Details: -

No. of Years EC Obtained:

Any Encumbrance to Specify: NIL

EC Applied by:

**PART VI: CERTIFICATE -**

In view of the foregoing, we certify that the title deeds intended to be deposited, relating to the property and offered as security by way of equitable mortgage and the documents of title referred to above are perfect evidence of the title and that if the said equitable mortgage is created in the manner required by law, it would satisfy the requirements of creation of mortgage.

We further certify that of Mr. Shubham Balkrishna Dharerao & Mrs. Apurva Nandkumar Bakshi will derive a valid, clear, marketable and unencumbered title in the property stated above after entering in to register Deed of Assignment with Mr. Sampath Kumar.

The mortgage if created will be available to ICICI HFC for the liability of the intending Borrower of Mr. Shubham Balkrishna Dharerao & Mrs. Apurva Nandkumar Bakshi.

**PART VII:**

The following original documents to be collected by ICICI HFC for creation of equitable mortgage of the said property: -

**Following documents needs to be submitted prior to disbursal of loan/at the time of disbursement of the loan: -**

1. Original Deed of Assignment executed by Mr. Sampath Kumar in favour of Mr. Shubham Balkrishna Dharerao & Mrs. Apurva Nandkumar Bakshi along with Index – II and RR.
2. Original Agreement to Sale executed by Kolte-Patil Integrated Townships Ltd in favour of Mr. Sampath Kumar Ramchandran through its POA Mr. Akshay Ramesh Aware, which is registered in the office of Sub-Registrar Mulshi at Sr. No. 1214/2024 dated 15/01/2024 along with RR and Index-II.
3. Original NOC to mortgage from Society in favor of ICICI HFC.
4. Original Share Certificate issued by Society in favor of Mr. Sampath Kumar Ramchandran. [If issued]
5. Copy of Property Tax Paid Receipts.
6. Copy of Occupancy Certificate issued by PMRDA bearing No. 1062 dated 01/07/2026.
7. Original Indemnity with respect to pending litigation executed by M/s. Kolte-Patil I-Ven Townships Ltd. & Mr. Sampath Kumar Ramchandran in favor of ICICI HFL for the pending litigation on the project.

**Following documents are required post disbursal: (if any): - NIL**

Remark if any :- NIL

Yours Faithfully,

MANE  
PRAVIN  
SOPANRAO

Digitally signed by  
MANE PRAVIN  
SOPANRAO  
Date: 2026.08.25  
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P.S. Mane  
Advocate

| Year | Transaction's                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Entry |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 2013 | available Index are checked                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ---   |
| 2014 | available Index are checked                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | NIL   |
| 2015 | available Index are checked                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | NIL   |
| 2016 | available Index are checked                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | NIL   |
| 2017 | Mortgage Deed executed by Kolte Patil I-Ven Township (Pune) Ltd. in favour of 'Indusind Bank Ltd.' dated 24/03/2017 which is registered at the office of Sub Registrar Mulshi 2, at Sr.No.3437/2017.                                                                                                                                                                                                                                                                                                      | ---   |
| 2018 | Supplementary Deed of Mortgage executed by Kolte Patil I-Ven Township (Pune) Ltd in favour of Indusind Bank Ltd. on 15/09/2018 which is registered at the office of Sub Registrar Mulshi (Paud), at Sr.No.3517/2018 registered on 17/09/2018<br><br>Development Agreement executed by Mr. Kundan Ramchandra Jachak and others in favour of Kolte Patil Integrated Townships Limited" (formerly known as Kolte-Patil I-Ven Townships (Pune) Limited), which are registered at the Office of Sub Registrar, | ---   |

|      |                                                                                                                                                                                                                                                        |     |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
|      | Mulshi at Sr. Nos. 1412/2018 & 1413/2018                                                                                                                                                                                                               |     |
| 2019 | Supplementary Deed of Mortgage executed by Kolte Patil I-Ven Township (Pune) Ltd in favour of Indusind Bank Ltd executed a on 26/03/2019 which is registered at the office of Sub Registrar Mulshi 2 at Sr.No. 6792/2019                               | --- |
| 2020 | available Index are checked                                                                                                                                                                                                                            | NIL |
| 2021 | Mortgage Deed executed by Kolte Patil I-Ven Township (Pune) Ltd in favour of Indusind Bank Ltd which is registered at the office of Sub Registrar Mulshi 2 at Sr.No. 9118/2021 on 25/06/2021                                                           | --- |
| 2022 | Mortgage Deed executed by Kolte Patil I-Ven Township (Pune) Ltd in favour of Kotak Mahindra Investment Ltd. for which is registered at the office of Sub Registrar Mulshi, at Sr.No. 15536/2022 on 10/10/2022                                          | --- |
| 2023 | available Index are checked                                                                                                                                                                                                                            | NIL |
| 2024 | Agreement to Sale executed by Kolte-Patil Integrated Townships Ltd in favour of Mr. Sampath Kumar Ramchandran through its POA Mr. Akshay Ramesh Aware, which is registered in the office of Sub-Registrar Mulshi at Sr. No. 1214/2024 dated 15/01/2024 | --- |
| 2025 | available Index are checked                                                                                                                                                                                                                            | NIL |
| 2026 | available Index are checked                                                                                                                                                                                                                            | NIL |

Thanking You,

MANE  
PRAVIN  
SOPANRAO

Digitally signed  
by MANE PRAVIN  
SOPANRAO  
Date: 2026.08.25  
10:47:45 +05'30'

P.S. Mane  
Advocate

|                                                                                                                                                                                                                                |                                                               |                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------|
| MH008936425202627E                                                                                                                                                                                                             | Government<br>of<br>Maharashtra                               | Regn. 39 M                                          |
| Department of Registration and Stamps                                                                                                                                                                                          |                                                               |                                                     |
|                                                                                                                                                                                                                                |                                                               |                                                     |
| 24 Aug 2026                                                                                                                                                                                                                    | Receipt                                                       | Receipt no.: 1115389283                             |
|                                                                                                                                                                                                                                |                                                               |                                                     |
|                                                                                                                                                                                                                                | Name of the Applicant :                                       | LATA SOPANRAO MANE                                  |
|                                                                                                                                                                                                                                | Details of property of which document<br>has to be searched : | Dist :Pune Village :Jambe<br>S.No/CTS No/G.No. : 91 |
|                                                                                                                                                                                                                                | Period of search :                                            | From :2014 To :2026                                 |
|                                                                                                                                                                                                                                | Received Fee :                                                | 325                                                 |
| The above mentioned Search fee has been credited to government vide GRN no<br>:MH008936425202627E                                                                                                                              |                                                               |                                                     |
| As this is a computer generated receipt, no stamp or signature is required.                                                                                                                                                    |                                                               |                                                     |
| For Physical search in office, Please bring this receipt along with mentioned Gras Challan.                                                                                                                                    |                                                               |                                                     |
| Payment of search fee through GRAS challan can be verified on<br>' <a href="http://gras.mahakosh.gov.in/challan/views/frmSearchChallanWithoutReg.php">gras.mahakosh.gov.in/challan/views/frmSearchChallanWithoutReg.php</a> '. |                                                               |                                                     |
|                                                                                                                                                                                                                                |                                                               |                                                     |