

To  
Maha RERA  
Housefin Bhavan  
Plot No. C - 21  
Bandra Kurla Complex  
Bandra (East), Mumbai 400 051

## LEGAL TITLE REPORT

Sub: Title clearance report with respect to all that pieces and parcels of lands bearing (i) Gat No. 571 Hissa No. 1/1A (Part) admeasuring 1 Hectare 58.0952 Ares, (ii) Gat No. 571 Hissa No. 1/2 admeasuring 4.2648 Ares, (iii) Gat No. 571 Hissa No. 1/3 admeasuring 8.6953 Ares, (iv) Gat No. 571 Hissa No. 1/4 admeasuring 5.0102 Ares, (v) Gat No. 571 Hissa No. 1/5 admeasuring 2.5798 Ares, (vi) Gat No. 571 Hissa No. 1/6 admeasuring 5.4803 Ares, (vii) Gat No. 571 Hissa No. 1/7 admeasuring 9.7794 Ares, and (viii) Gat No. 571 Hissa No. 1/15 (Part) admeasuring 27.6254 Ares equivalent to 18.47% pro rata rights in the said land, in aggregate admeasuring 2 Hectares 21.5304 Ares equivalent to 22,153.04 sq. mtrs. situate, lying and being at Village Wagholi, Taluka Haveli, District Pune ("Properties").

1. We have investigated the title of the Properties based on the request of Kolte Patil Developers Limited ("KPDL"), and the following documents:

### **(1) Description of the Properties:**

All that pieces and parcels of land in aggregate admeasuring 2 Hectares 21.5304 Ares equivalent to 22,153.04 sq. mtrs. comprised of land bearing (i) Gat No. 571 Hissa No. 1/1A (Part) admeasuring 1 Hectare 58.0952 Ares, (ii) Gat No. 571 Hissa No. 1/2 admeasuring 4.2648 Ares, (iii) Gat No. 571 Hissa No. 1/3 admeasuring 8.6953 Ares, (iv) Gat No. 571 Hissa No. 1/4 admeasuring 5.0102 Ares, (v) Gat No. 571 Hissa No. 1/5 admeasuring 2.5798 Ares, (vi) Gat No. 571 Hissa No. 1/6 admeasuring 5.4803 Ares, (vii) Gat No. 571 Hissa No. 1/7 admeasuring 9.7794 Ares, and (viii) Gat No. 571 Hissa No. 1/15 (Part) admeasuring 27.6254 Ares equivalent to 18.47% pro rata rights in the said land, situate, lying and being at Village Wagholi, Taluka Haveli, District Pune within the limits of PMRDA.

### **(2) The Documents pertaining to the Properties:**

- Release Deed dated February 14, 2005 registered at Serial No. 1321 of 2005;
- General Power of Attorney dated October 13, 2008 registered at Serial No. 6831 of 2008.
- Gift Deed dated August 31, 2010 registered at Serial No. 6591 of 2010;
- Deed of Conveyance (Deemed Conveyance) dated June 3, 2020 registered at Serial No. 4990 of 2020;
- Deed of Modification dated March 25, 2022 registered at Serial No. 5492 of 2022,
- Irrevocable Special Power of Attorney dated March 25, 2022 registered at Serial No. 5494 of 2022;
- Irrevocable Special Power of Attorney dated March 25, 2022 registered at Serial No. 5495 of 2022;
- Agreement to Sell dated May 4, 2023 registered at Serial No. 7413 of 2023;

- Power of Attorney dated May 4, 2023 registered at Serial No. 7414 of 2023;
- Deed of Conveyance dated May 27, 2024 registered at Serial No. HVL-12/11079 of 2024;
- Irrevocable Power of Attorney dated May 27<sup>th</sup>, 2024 registered at Serial No. HVL-12/11081 of 2024;
- Irrevocable Special Power of Attorney dated May 27<sup>th</sup>, 2024 registered at Serial No. HVL-12/11085 of 2024; and
- Irrevocable Special Power of Attorney dated May 27<sup>th</sup>, 2024 registered at Serial No. HVL-12/11088 of 2024.

**(3) Property Card/ Revenue record:**

7/12 extract issued by the revenue authorities.

**(4) Search Report:**

Search Reports dated May 31, 2024 for last 30 years by Kailash Thorat, Advocate.

2. On perusal of the above-mentioned documents and all other documents pertaining to the title of the Property, we are of the opinion that the title of KPDL is clear and marketable.

**Owner of the Properties:**

Kolte Patil Developers Limited

3. The report reflecting the flow of title in respect of the Properties is enclosed herewith as **Annexure "A"** hereto.

Dated this 31<sup>st</sup> day of May, 2024



**Annexure "A"**

**Flow of Title in respect of the Properties**

For the purposes of this Legal Title Report:

- A. We have caused searches to be conducted in respect of the subject properties mentioned herein and have relied upon the Search Report dated May 31, 2024 issued by Kailash Thorat Advocate.
- B. We have issued a Public Notice dated January 25, 2023 in the Times of India (English) and in Prabhat (Marathi), having circulation in Pune, for inviting objections / claims in respect of the subject properties. Pursuant to the public notice, we have not received any objection.
- C. Since our scope of work does not include considering aspects within the domain of an architect and surveyor, we have not carried out any physical inspection of the subject properties nor have commented on the development aspects of the subject properties. This aspect needs to be verified, independently.
- D. We have caused online searches to be conducted pertaining to litigation filed with respect to the subject properties and have relied upon the Search Reports dated May 2, 2024 in respect of KPDL and May 10, 2024 in respect of the erstwhile owner i.e. Ramchandra Udaysinh Jadhavrao, issued by Karza Technologies Private Limited wherein, they have certified that there are no pending litigations in respect of the Properties.

**Properties:**

**Re:** All that piece and parcel of land bearing (i) Gat No. 571 Hissa No. 1/1A (Part) admeasuring 1 Hectare 58.0952 Ares, (ii) Gat No. 571 Hissa No. 1/2 admeasuring 4.2648 Ares, (iii) Gat No. 571 Hissa No. 1/3 admeasuring 8.6953 Ares, (iv) Gat No. 571 Hissa No. 1/4 admeasuring 5.0102 Ares, (v) Gat No. 571 Hissa No. 1/5 admeasuring 2.5798 Ares, (vi) Gat No. 571 Hissa No. 1/6 admeasuring 5.4803 Ares, (vii) Gat No. 571 Hissa No. 1/7 admeasuring 9.7794 Ares, and (viii) Gat No. 571 Hissa No. 1/15 (Part) admeasuring 27.6254 Ares equivalent to 18.47% pro rata rights in the said land, in aggregate admeasuring 2 Hectares 21.5304 Ares equivalent to 22,153.04 sq. mtrs. situate, lying and being at Village Wagholi, Taluka Haveli, District Pune.

**Background:**

*Prior to the year 1974, the property bearing Survey No. 81 admeasuring 11 Hectares 90 Ares was recorded in the name of Udaysinh Amrutrao Jadhavrao.*

- Mutation Entry No. 1 dated March 26, 1974 records the implementation of consolidation scheme as per the provisions of the Maharashtra Prevention of Fragmentation and Consolidation of Holdings Act, 1947 (the "Consolidation Act"). Accordingly, the property bearing Survey No. 81 admeasuring 11 Hectares 90 Ares came to be recorded as Gat No. 571 in the name of Udaysinh Amrutrao Jadhavrao.
- Mutation Entry No. 1586 dated October 14, 1988 records that pursuant to an application by Udaysinh Amrutrao Jadhavrao, the aanevari in respect of the property bearing Gat No. 571 came to be recorded as follows:



Udaysinh Amrutrao Jadhavrao:	8 Aana share;
Ramchandra Udaysinh Jadhavrao:	2 Aana share;
Monica Anil Shitole:	2 Aana share;
Sumitra Amarsinha Dafale:	2 Aana share; and
Jyotsna Arun Pantoji:	2 Aana share.

- Mutation Entry No. 3152 dated September 2, 1992 records that a loan of Rs. 5,55,500/- was obtained by Ramchandra Udaysinh Jadhavrao and others from the Maharashtra State Co-operative Agricultural and Rural Development Bank. Pursuant thereto, the name of Maharashtra State Co-operative Agricultural and Rural Development Bank came to be recorded in the occupants column and the name of Udaysinh Amrutrao Jadhavrao came to be recorded in the other rights column.
- Mutation Entry No. 4767 dated December 13, 1996 records that a loan of Rs. 3,15,000/- was obtained by Udaysinh Amrutrao Jadhavrao from the Maharashtra State Co-operative Agricultural and Rural Development Bank. Pursuant thereto, the name of Maharashtra State Co-operative Agricultural and Rural Development Bank came to be recorded in the occupants column and the name of Udaysinh Amrutrao Jadhavrao came to be recorded in the other rights column.
- Mutation Entry No. 1 dated February 7, 2002 records that pursuant to an Order passed by the Taluka Inspector of Land Records, Haveli bearing No. Bhumapan/Wadi/Vibhajan/Akarband/97 dated October 29, 1997 and Order passed by the Tehsildar, Haveli bearing No. THN/863/97 dated November 12, 1997 a new revenue village Avhalwadi was carved out of Village Wagholi. Pursuant to the aforesaid, the captioned properties continued to be part of Village Wagholi having Gat No. 571.
- Mutation Entry No. 1185 dated May 19, 2004 records that pursuant to the repayment of loan of Rs. 4,39,100/- obtained by Udaysinh Amrutrao Jadhavrao the name of Pune District Central Co-operative Bank Limited came to be deleted from the occupant column and the name of Udaysinh Amrutrao Jadhavrao came to be recorded in the occupant's column.
- By and under a Release Deed dated February 14, 2005 registered at Serial No. 1321 of 2005 (i) Monica Anil Shitole, (ii) Sumitra Amarsinha Dafle, and (iii) Jyotsna Arun Pantoji released all their rights, title and interest in respect of the property bearing Gat No. 571 (Part) in favour of Ramchandra Udaysinh Jadhavrao on the terms and conditions contained therein. Mutation Entry No. 1856 dated August 11, 2005 confirms the same.

***Comment:***

*Accordingly, Ramchandra Udaysinh Jadhavrao became entitled for 8 aana share i.e. ½ share in the property bearing Gat No. 571.*

- Mutation Entry No. 2933 dated April 23, 2007 records that by and under the Circular dated May 5, 2006 issued by the Government of Maharashtra, an area admeasuring 2 Hectares out of the property bearing Gat No. 571 (Part) came to be reserved for Industrial purposes. Accordingly, the remark of "Maharashtra Industrial Development Corporation" came to be recorded in the other rights column in respect of an area admeasuring 2 Hectares out of the property bearing Gat No. 571 (Part).



- Mutation Entry No. 5266 dated January 2, 2010 records that pursuant to the circular dated November 12, 2005 issued by the Government of Maharashtra, the remark of "Maharashtra Industrial Development Corporation" recorded in respect of an area admeasuring 2 Hectares out of the property bearing Gat No. 571 (Part) came to be deleted from the other rights column of the 7/12 extract.
- By and under a Gift Deed dated August 31, 2010 registered at Serial No. 6591 of 2010 Udaysinh Amrutrao Jadhavrao gifted his 1/2 undivided share in the property bearing Gat No. 571 in favour of Ramchandra Udaysinh Jadhavrao on the terms and conditions contained therein. Mutation Entry No. 6509 dated November 15, 2010 confirms the same.
- In view of the aforesaid, Ramchandra Udaysinh Jadhavrao i.e. the "**Owner**" became entitled to the entire property bearing Gat No. 571 admeasuring 11 Hectares 90 Ares (1,19,000 square meters) ("**Larger Property**").
- Mutation Entry No. 12563 dated May 31, 2017 records that the State Government has undertaken computerization of revenue records and as per the Order of the Tehsildar, Haveli certain modifications came to be carried out on the 7/12 extract.
- The Owner obtained a Non-Agricultural permission in respect of an area admeasuring 1,15,963.10 square meters (excluding road area of 970.52 square meters) vide order dated August 26, 2010 bearing No. PMH/NA/SR/71/09. Thereafter, vide Order dated September 25, 2013 bearing No. PMA/NA/SR/808/11, the Owner obtained revised permission in respect of an area admeasuring 1,15,963.10 square meters (excluding an area admeasuring 3,036.90 square meters reserved for road) for "Non-Agricultural" "Residential" use.
- The Owner obtained sanction to the layout of the Larger Property vide the Order dated March 16, 2015 bearing No. PMH/NA/SR/1035/14 passed by the Collector, Pune and revised from time to time. The latest plan is sanctioned by Pune Metropolitan Region Development Authority on June 16, 2021 bearing no. 514/20-21. The sanctioned layout plan comprises of 2 developable plots i.e. Plot 1 and Plot 2, amenity spaces, open spaces, internal roads, areas reserved for road etc. ("**Layout Plan**").
- In accordance with the sanctioned layout plan, the Owner obtained modified building permission and commencement certificates vide the Order dated June 16, 2016 bearing No. BHA/Pra.Kra.514/Wagholi/Haveli/571/20-21 and revised building permission and commencement certificate bearing No. DP/BHA/Wagholi/Gat No.571/Pra. Kra.553/2017-2018 from the Pune Metropolitan Regional Development Authority, Pune on the terms and conditions contained therein.

Accordingly, the Owner being the sole proprietor of JKG Developers, developed the portion of the Larger Property (forming part of Plot 1 as per layout plan) comprising of 3 buildings C-1, C-2, C-3 and club house.

Pursuant thereto, by and under a Deed of Conveyance (Deemed Conveyance) dated June 3, 2020 registered at Serial No. 4990 of 2020 read with Deed of Modification dated March 25, 2022 registered at Serial No. 5492 of 2022 conveyed the portion of the Larger Property in favour of JKG Purvarang Phase 1 Co-operative Housing Society Limited as follows:



Sr. No.	Gat No./Hissa No.	Area (square meters)	Particulars
1.	571/1/1B	13,469.06	Developable portion
2.	571/1/1	4191.51	Open Space 1
3.	571/1/15	4120.37	Undivided share in the 15-meter wide access road

**Comment:**

*The effect of the aforesaid deemed conveyance came to be recorded vide mutation entry no. 14509, however, the mutation entry no. came to be cancelled.*

*The aforesaid portion does not form part of the captioned properties and separate 7/12 extract came to be created for the same, as recorded hereinbelow.*

- The Owner has sold various portions out of the Larger Property which form part of Plot 2 as per the Layout Plan in favour of various third party individuals.

**Comment:**

*The aforesaid portion does not form part of the captioned properties and separate 7/12 extract came to be created for each of the portion sold to the third party individuals.*

- Mutation Entry No. 17535 dated February 24, 2022 records that pursuant to the Order dated March 16, 2015 bearing No. PMH/NA/SR/1035/14 passed by the Collector, Pune, separate 7/12 extracts came to be created in accordance with the Layout Plan. Accordingly, the 7/12 extract of the Larger Property came to be discontinued and the new 7/12 extracts came to be created in the following manner:

Sr. No.	Gat No.	Area (in Ares)	Remark in the other rights column	Name of the Owner
1.	571/1	4 Hectares 12.1508 Ares	NA land	
2.	571/1/1	41.9151 Ares	Open Space 1	Ramchandra Jadhavrao
3.	571/1/2	4.2648 Ares	Open Space 2	
4.	571/1/3	8.6953 Ares	Open Space 3	
5.	571/1/4	5.0102 Ares	Open Space 4	
6.	571/1/5	2.5798 Ares	Open Space 5	
7.	571/1/6	5.4803 Ares	Open Space 6	
8.	571/1/7	9.7794 Ares	Open Space 7	

9.	571/1/8	30.6463 Ares	Open Space 8	
10.	571/1/9	81 Ares	Amenity Space 1	
11.	571/1/10	20 Ares	Amenity Space 1A	
12.	571/1/11	72.9446 Ares	Amenity Space 2	
13.	571/1/12	9.7052 Ares	60 meter wide road	
14.	571/1/13	10.9668 Ares	6 meter wide road	
15.	571/1/14	9.6970 Ares	12 meter wide road	
16.	571/1/15	1 Hectare 49.5391 Ares	15 meter wide internal road	
17.	Various hissas of 571/2	3 Hectares 15.6253 Ares	NA land	
	<b>Total</b>	<b>11 Hectares 90 Ares</b>		

- Mutation Entry No. 18473 dated November 10, 2022 records that, pursuant to the order dated September 22, 2022 bearing Outward No./1547/SR/168/2022, *Kami Jasti patrak* came to be prepared in respect of Gat No. 571 Hissa No. 1 admeasuring 4 Hectares 12.1508 Ares and the new 7/12 extracts came to be created in the following manner:

Sr. No.	Gat No.	Area	Name of the owner
1.	571/1/1A	2 Hectares 65.6346 Ares	Ramchandra Udaysinh Jadhavrao
2.	571/1/1B	1 Hectare 34.6906 Ares	Ramchandra Udaysinh Jadhavrao
3.	571/1/1C	11.8256 Ares	Ramchandra Udaysinh Jadhavrao

**Comment:**

For the purposes of the present memo, we are dealing with the following captioned properties:

Sr. No.	Property	Area
1.	571/1/1A (Part)	1 Hectare 58.0952 Ares out of 2 Hectares 65.6346 Ares
2.	571/1/2	4.2648 Ares
3.	571/1/3	8.6953 Ares
4.	571/1/4	5.0102 Ares
5.	571/1/5	2.5798 Ares
6.	571/1/6	5.4803 Ares
7.	571/1/7	9.7794 Ares

8.	571/1/15 (Part)	pro-rata rights equivalent to 18.47% admeasuring 27.6254 Ares out of total area admeasuring 1 Hectare 49.5391 Ares
<b>TOTAL AREA</b>		<b>2 Hectares 21.5304 Ares (22,153.04 square meters)</b>

- By and under an Agreement to Sell dated May 4, 2023 registered at Serial No. 7413 of 2023 Ramchandra Udaysinh Jadhavrao agreed to sell, transfer, convey and assign the captioned properties in favour of Kolte Patil Developers Limited for the consideration and on the terms and conditions stated therein.
- By and under a Power of Attorney dated May 4, 2023 registered at Serial No. 7414 of 2023 Ramchandra Udaysinh Jadhavrao granted various powers in respect of the captioned properties in favour of Kolte Patil Developers Limited on the terms and conditions stated therein.

**Comment:**

*The aforesaid power of attorney has been granted only for the purposes of obtaining permissions and sanctions in order to undertake the development on the captioned properties.*

- By and under a Deed of Conveyance dated May 27, 2024 registered at Serial No. HVL-12/11079 of 2024 Ramchandra Udaysinh Jadhavrao agreed to sell, transfer, convey and assign the captioned properties in favour of Kolte Patil Developers Limited for the consideration and on the terms and conditions stated therein.
- By and under an Irrevocable Power of Attorney dated May 27<sup>th</sup>, 2024 registered at Serial No. HVL-12/11081 of 2024 Ramchandra Udaysinh Jadhavrao granted various powers in respect of the captioned properties in favour of Kolte Patil Developers Limited on the terms and conditions stated therein.
- By and under an Irrevocable Special Power of Attorney dated May 27<sup>th</sup>, 2024 registered at Serial No. HVL-12/11085 of 2024 Ramchandra Udaysinh Jadhavrao granted various powers in respect of the captioned properties in favour of Kolte Patil Developers Limited on the terms and conditions stated therein.
- By and under an Irrevocable Special Power of Attorney dated May 27<sup>th</sup>, 2024 registered at Serial No. HVL-12/11088 of 2024 Ramchandra Udaysinh Jadhavrao granted various powers in respect of the captioned properties in favour of Kolte Patil Developers Limited on the terms and conditions stated therein.

**Opinion:**

Subject to the aforesaid, Kolte Patil Developers Limited has clear and marketable title in respect of the captioned properties.

Our Memo is based on the provisions of applicable law, prevailing at the present time and the facts of the matter, as we understand them to be. Our understanding is based upon and limited to the information provided to us. Any variance of facts or of law may cause a corresponding change in our Memo.

This Memo is addressed to and is solely for your benefit. We would be pleased to discuss the contents of this Memo and provide you with any additional information/clarifications that you may require. In case you have any specific queries relating to this Memo, please do not hesitate to contact us.

Dated this 31<sup>st</sup> day of May, 2024.



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