

# Adv. Prashant Karanraj Parmar, (B.Com, LLB)

B-401, Overa Enclave, Next to Saraswati Society, Near Padamjee Police chowky,  
Bhawani Peth, Pune-2, Mobile No: 9028941296,

Date:04/07/2022

To,  
Maha RERA  
Mumbai.

## FORMAT- A (Maha RERA Circular no. 28/2021)

### LEGAL TITLE REPORT

**Subject –** Title Clearance Certificate in respect of the land / plot admeasuring 48562 square meters bearing Gat No. 1321/1 to 7/2 (Plot B as per Sub-Division Layout dated 31 March 2022) situate at Village Wagholi, Taluka Haveli, District Pune (hereinafter referred as the **Said Plot** or the **Said Property**);

1. I have investigated the title of the Said Plot or Said Property on request of a Director of Vilas Javdekar Infinitee Developers Private Limited and have perused the following documents
  - (1) Description of the property (as detailed in Annexure 1)
  - (2) The documents of the land (as detailed in Annexure 2)
  - (3) 7/12 Extracts and mutation entries (as detailed in Annexure 3)
  - (4) Search report for 30 years from 1993 to 2022 (as detailed in Annexure 4)
2. On perusal of the above mentioned documents and all other relevant documents to title of the said property, and subject to what is stated in my detailed report dated 04/07/2022, I am of the opinion that the title of Vilas Javdekar Infinitee Developers Private Limited the said Property is clear, marketable and without any encumbrances, subject to the mortgage deed executed in favour of Tata Capital Housing Finance Limited and outcome of the SCS no. 49 of 2009, SCS no. 578 of 2021 and CMA no. 184 of 2021.

#### **Owners of Land:**

Sr. No.	Landowner / Development Right Holders Name	Gat No.	Area in sq.mtrs.
1.	Vilas Javdekar Infinitee Developers Private Limited	1321/1 to 7/2	48562

#### **Qualifying comments / Remarks:** As detailed above.

3. The report reflecting the flow of the title of Vilas Javdekar Infinitee Developers Private Limited on the said land is enclosed herewith as Format –A.

Encl.: Annexures and Format A  
Date: 04/07/2022



*PARMAR*  
Prashant Parmar  
Advocate

## FORMAT- A

(MahaRERA Circular No. 28/2021)

### FLOW OF THE TITLE OF THE SAID PLOT/PROPERTY

#### **1. 7/12 Extract as on date of Application for Registration :**

On Perusal of 7/12 extract of Gat No. 1321/1 to 7/2 dated 31/05/2022, name of **Intofinity Promoters Private Limited** is appearing on 7/12 extract.

#### **2. Mutation Entry:**

- The name of **Intofinity Promoters Private Limited** is duly mutated in main owner / occupiers column on 7/12 extracts of Gat No. 1321/1 to 7/2 of said property by virtue of Mutation Entry No. 17846 dated 31/05/2022. The name of existing owner viz. Vilas Javdekar Infinitee Developers Private Limited yet to be updated on Revenue Record.

#### **3. Search report for 30 years from the year 1993 to 2022 (till date) has been taken from Sub Registrar Offices at Haveli in District Pune.**

I have also taken online search in relation to said property, for a period of last 30 years i.e. from 1993 to 2022, from the website <https://esearchigr.maharashtra.gov.in>, and my present opinion is subject to the said Search Report.

### TITLE FLOW FOR A PERIOD MORE THAN LAST 30 YEARS

Vide a Sale Deed 24/01/1922 registered with the office of Sub-Registrar Haveli No. 1 at Serial No. 275/1922 executed by and between (1) Keshav Narayan Kulkarni and (2) Govind Ramchandra Kulkarni therein referred to as the Vendors and Laxmibai Genu Bhadale for her three minor sons viz, (1) Nana Genu Bhadale, (2) Sitaram Genu Bhadale and (3) Namdev Genu Bhadale therein referred to as the Purchasers, the Vendor sold, transferred and conveyed lands (1) bearing Survey No. 269 admeasuring 19 Acre 10 Gunthe and (2) bearing Survey No. 270 admeasuring 12 Acre 3 Gunthe both Sr. No. (1) and (2) situated at Village Wagholi, Taluka Haveli, District Pune within the limits of Panchayat Samitee Haveli, Zilla Parishad Pune in favour of the Purchasers at or for consideration of Rs. 2,000/- (Rupees Two Thousand Only) and on the terms and conditions more particularly stated therein. The copy of Sale Deed 24/01/1922 provided is illegible hence unable to comment further thereon;

1. Mutation Entry No. 1305 dated 27/09/1927 records in respect of S. No. 269 and S. No. 270 that Nana Genu Bhadale expired on 28/07/1927 leaving behind his real brother Sitaram Genu Bhadale as his only heir. Though this mutation entry does not appear on the 7/12 extracts but on perusal of this mutation entry same appears to be recorded in respect of S. No. 269 and S. No. 270 hence included in this Title Certificate;
2. Mutation Entry No. 7200 dated 25/12/1968 records in respect of S. No. 269 and S. No. 270 that The Standards of Weights and Measures (Enforcement) Act and Indian Coinage Act, 1955 were made applicable and in accordance the unit conversion from acres to hectares and gunthas to ares as forwarded by the District Inspector of Land Records (DILR) was implemented to Akarband and Hissa Form No. 12 of the revenue village Wagholi. Consequently, the area of S. No. 269 was changed from 19 Acres 20 Gunthe to 7 Hectares 89 Ares and the



area of S. No. 270 was changed from 12 Acres 3 Gunthe to 4 Hectare and 89 Ares.

3. Vide a Deed of Adoption dated 01/09/1972 unregistered and un-notarised, made and executed by Namdev Ganpati Jadhav in favour of Sitaram Genu Bhadale, said Namdev Ganpati Jadhav gave in adoption his son viz, Balasaheb Namdev Jadhav to Sitaram Genu Bhadale. On perusal of the various judgments passed by the District Court as well the Hon'ble High Court of Bombay, discussed hereunder in Section [ ] it appears that the Deed of Adoption has not been held valid in the eyes of law and further that the adoption of Balasaheb by Sitaram Genu Bhadale has not been proved.
4. Mutation Entry No. 1 dated 26/03/1973 records in respect of S. No. 269 and S. No. 270 that consolidation scheme was implemented over lands from Village Wagholi since 31/03/1973 and accordingly various survey numbers were consolidated into respective gat numbers. Since the copy of consolidation scheme extract is not available for my perusal I am unable to ascertain which survey numbers have been consolidated into Gat No. 2307. But from the perusal of various deeds and documents executed it is learnt that S. No. 269 and S. No. 270 were consolidated into Gat No. 2307 admeasuring 12 Hectares 78 Ares (S. No. 269 admeasuring 7 Hectares 89 Ares + S. No. 270 admeasuring 4 Hectare and 89 Ares) i.e. said Gat No. 2307. This mutation entry further records that no transfer or sub-divisions can be undertaken without prior permission of the Collector or the Divisional Commissioner but pursuant to the Maharashtra Prevention of Fragmentation and Consolidation of Holdings (Amendment) Act, 2015 published under the Government Resolution dated 1 January 2016 by the Government of Maharashtra, more particularly the Section 8B, the restriction under Section 7 of the Fragmentation and Consolidation Act is not applicable to lands included under the Special Planning Authority and/or Municipal Corporation limits.
5. Mutation Entry No. 724 dated 20/10/1982 records in respect of Gat No. 2307 that Sitaram Genu Bhadale expired on 14/10/1982 leaving behind following as his heirs as he has no son/s, daughter/s or wife:

- a. Balasaheb Sitaram Bhadale (nephew but adopted as son)
- b. Amrut Namdev Jadhav (nephew)
- c. Pandit Namdev Jadhav (nephew)
- d. Bhanudas Namdev Jadhav (nephew)
- e. Popat Namdev Jadhav (nephew)
- f. Subhadra Sudam Thorve (niece)
- g. Ujjwala Shamrao Gadute (niece)

The mutation entry further records that the nephew Balasaheb is adopted as son and hence he writes Bhadale as his surname. Further the father Namdev Jadhav has been previously adopted and hence the rest of the nephews and nieces use Jadhav as their surname. Lastly the rest of the nephews and nieces have willingly (words are slightly illegible but appear to be - and without any consideration) released their rights in favour of Balasaheb and hence only his name is recorded on the 7/12 extract of said Gat No. 2307. No document in support of release of rights by rest of the nephews and nieces in favour of Balasaheb is available for my perusal. It is pertinent to note that as discussed in detail hereinbelow at section [ ] such adoption could not be proved by Balasaheb Namdev Bhadale.

6. Mutation Entry No. 771 dated 15/02/1983 records in respect of Gat No. 2307 that Namdev Ganpat Jadhav (Bhadale) filed an application stating that his sons Pandit Namdev Jadhav (Bhadale) and Amruta Namdev Jadhav (Bhadale) are



adults and they are in independent and separate cultivation of an area out of the said Gat No. 2307. However, since their names do not appear on records, they face problems. Accordingly, the name of Namdev Ganpat was deleted and the names of Pandit Namdev Jadhav and Amruta Namdev Jadhav were mutated on the records of the said Gat No. 2307 (part). Since the copy provided is partially illegible unable to ascertain the exact writeup, the aforesaid is summarized from the legible writeup.

7. Vide an Agreement dated November 1993 notarised with R. N. Tilekar, Notary at Sr. No. 2664-93 Leelabai Sitaram Bhadale therein referred to as the Vendor and Philip M. Joseph therein referred to as the Purchaser, the Vendor agreed to sell, transfer and convey 1/4<sup>th</sup> share i.e. 4 Acres out of the said Gat No. 2307 for and at consideration amounting to Rs. 6,00,000/- (Rupees Six Lakhs Only) and on the terms and condition as more particularly stated therein. On perusal of the contents of the Agreement dated November 1993 it is observed that out of the total consideration amounting to Rs. 6,00,000/- (Rupees Six Lakhs Only) part amount of Rs. 6,250/- (Rupees Six Thousand Two Hundred and Fifty Only) is paid. My client informs that there appears no ascertainment of rights by said Philip M. Joseph till date. Moreover, as per the applicable provisions of law any such agreement to be enforceable is required to be affixed with appropriate stamp duty as well as is required to be registered which clearly appears not to be done in respect of this Agreement.
8. Mutation Entry No. 10300 dated 06/01/1994 records in respect of Gat No. 1321/3 that Balasaheb Sitaram Bhadale died on 28/12/2012 leaving behind following as his heirs:
  - a. Kailas Balasaheb Bhadale (son)
  - b. Vilas Balasaheb Bhadale (son)
  - c. Kalavati Balasaheb Bhadale (wife)
9. Vide a Development Agreement dated 31/12/1994 notarised with Mr. Dahiwal, Notary, Maharashtra State at Sr. No. 53/95/D (1) Balasaheb Sitaram Bhadale, (2) Pandit Namdev Jadhav (Bhadale), (3) Amrut Namdev Jadhav (Bhadale), (4) Bhanudas Namdev Jadhav (Bhadale) and (5) Popat Namdev Jadhav (Bhadale) therein referred to as the Party of the First Part and Arun Sampatrao Patil therein referred to as the Party of the Second Part, the Party of the First Part granted development rights in respect of said Gat No. 2307 for and at consideration amounting to Rs. 20,00,000/- (Rupees Twenty Lakhs Only) and on the terms and conditions more particularly recorded therein. On perusal of the contents of the said Development Agreement dated 31/12/1994 it appears that out of the total consideration agreed the Party of the First Part has received Rs. 3,20,000/- (Rupees Three Lakhs Twenty Thousand Only) in cash and Rs. 1,00,000/- (Rupees One Lakh Only) by Cheque.
10. Simultaneously with the Development Agreement dated 31/12/1994, the Party of the First Part executed a Power of Attorney, notarised with Mr. Dahiwal, Notary, Maharashtra State at St. No. 54/94/D appointing the Party of the Second Part i.e. Arun Sampatrao Patil as their Attorney to do all the necessary acts, deeds and things in respect of Gat No. 2307 including the right to sell transfer convey the said Gat No. 2307 in full and/or in part by developing plots.
11. On the basis of the Development Agreement and the Power of Attorney both dated 31/12/1994 said (1) Balasaheb Sitaram Bhadale, (2) Pandit Namdev Jadhav (Bhadale), (3) Amrut Namdev Jadhav (Bhadale), (4) Bhanudas Namdev Jadhav (Bhadale) and (5) Popat Namdev Jadhav (Bhadale) through their Constituted Attorney viz, Arun Sampatrao Patil executed various Sale Deeds all dated 8/08/1996 in respect of Gat No. 2307 details of which are as follows:



Sr. No.	Registration Sr. No.	Area	Purchaser	Consideration	Mutation Entry No.
1	2418/1996 and 658/2002	3 Hectares (excluding the area under 90 mtr road)	Rajaram Jaywantrao Lokhande	Rs. 15,00,000/-	70 dated 22/03/2002 cancelled for the reason that hissa no. not specified in the Sale Deed dated 08/08/1996
2	2409/1996 and 659/2002	2 Hectares 33 Ares (excluding the area under 90 mtr. road)	Shivkumar Tipanna Nelge	Rs. 11,66,000/-	69 dated 22/03/2002 but this mutation entry appears to be cancelled for the reason that hissa no. not specified in the Sale Deed dated 08/08/1996
3	1020/1996 and Sr. No. 660/2002	2 Hectares 33 Ares (excluding the area under 90 mtr road)	Subhash Tipanna Nelge	Rs. 11,96,000/-	68 dated 22/03/2002 cancelled for the reason that hissa no. not specified in the Sale Deed dated 08/08/1996 and further the area purchased is not as per the 7/12 extract
4	661/2002	2 Hectares 33 Ares (excluding the area under 90 mtr road)	Babita Subhash Nelge	Rs. 11,66,000/-	71 dated 22/03/2002 but this mutation entry appears to be cancelled for the reason that hissa no. not specified in the Sale Deed dated 08/08/1996



12. On perusal of the contents of all the said Sale Deeds dated 08/08/1996 it appears that:

1. The said Sale Deeds dated 08/08/1996 appear to be registered in the year 2002 i.e. after a gap of six (6) years. No explanation provided clarifying the delay and huge gap, hence, unable to comment further thereon;
2. The consideration is paid under postdated cheques;
3. Further since Consenting Party has paid consideration to the Vendors under said Development Agreement and Power of Attorney both dated 31/12/1994, hence no consideration is to be paid to the Vendors but is paid to the Consenting Party under this Sale Deed dated 08/08/1996 and
4. Since the payment acknowledgements are not available for perusal unable to comment further as to who actually received consideration.

13. Mutation Entry No. 5233 dated 25/08/1997 records in respect of Gat No. 2307 and that pursuant to Revision Sheet bearing no. Durusti/36/96 issued by Taluka Inspector, Haveli, Pune read with Order dated 03/04/1997 bearing no. TahaNo/Kavi/1410/97 issued by Hon'ble Tehsildar, Haveli togetherwith the Form No. 12/97, the Gat No. 2307 has been sub-divided into following hissa nos.:

Gat No.	Hissa No.	Area		Owners
		Hectare	Ares	
2307	1	2 Hectares		Vilas Balasaheb Bhadale
2307	2	2 Hectares		Kailas Balasaheb Bhadale
2307	3	2 Hectares	39 Ares	Balasaheb Sitaram Bhadale
2307	4	1 Hectare	59 Ares	Bhanudas Namdev Jadhav
2307	5	1 Hectare	47 Ares	Popat Namdev Jadhav
2307	6	1 Hectare	60 Ares	Amrut Namdev Jadhav
2307	7	1 Hectare	60 Ares	Pandit Namdev Jadhav

The mutation entry appears to be cancelled on 18/05/1998. The said Revision sheet bearing no. Durusti/36/96 issued by Taluka Inspector, Haveli, Pune, the Order dated 03/04/1997 bearing no. TahaNo/Kavi/1410/97 issued by Hon'ble Tehsildar, Haveli and the Form No. 12/97 are not available for perusal hence unable to further comment thereon. Subsequently the aforesaid appears to be re-recorded vide Mutation Entry No. 7967 dated 16/03/2000;

14. Vide a Deed of Consent dated 09/10/1998 notarised with Subhash Todkar, Notary Leelabai Sitaram Bhadale consented to the Sale Deed dated 08/08/1996 registered with the office of Haveli No. 7 at Sr. No. 2418/1996 executed by Balasaheb Sitaram Bhadale and others in favour of Rajaram Jaywantrao Lokhande and Rajlaxmi S. Bharti in respect of area admeasuring 3 Hectares out of said Gat No. 2307 "said Plot" as defined therein for and at consideration amounting to Rs. 25,000/- (Rupees Twenty-Five Thousand Only);
15. On perusal of the contents of the said Deed of Consent dated 09/10/1998 its appears that:
  - a. Leelabai S. Bhadale has acknowledged the payment of Rs. 25,000/- paid in cash;
  - b. Leelabai S. Bhadale assured not to pursue the legal suits pending in the various civil courts in respect of the said Plot;



- c. Not to disturb possession of Rajaram Jaywantrao Lokhande and Rajlaxmi S. Bharti or cause any obstacle or hindrance in the peaceful possession or enjoyment of the said plot or benefits thereof;
- d. Surrendered her right, title, interest or share in the said Plot i.e. in respect of area admeasuring 3 Hectares out of Gat No. 2307 admeasuring 12 Hectares 78 Ares situated at Village Wagholi, Taluka Haveli, District Pune in favour of Rajaram Jaywantrao Lokhande and Rajlaxmi S. Bharti;

It is pertinent to note that, the contents of the Deed of Consent are void as well as unenforceable in the eyes of law as it restrains Leelabai sitaram Bhadale from enforcing her legal rights in respect of said Gat No. 2307. As per the applicable provisions of law any such Deed of Consent to be enforceable is required to be affixed with appropriate stamp duty as well as is required to be registered which clearly appears not to be done in respect of this Deed of Consent. Lastly, right in an immovable property cannot be surrendered by a mere notarized document.

- 16. Vide a Deed of Decreetal Rights dated 07/09/2000 registered with the office of Sub-Registrar Haveli No. 7 at Sr. No. 2193/2010 Smt. Leelabai Sitaram Bhadale as the Vendor and (1) Jaiprakash Sitaram Goel, (2) Subhash Sitaram Goel, (3) Rajendra Sitaram Goel, (4) Umesh Sitaram Goel (5) Dwarkadas Ramkishan Nyati, (6) Nitin Dwarkadas Nyati, (7) Aslam Abdulla Haji (**“Deed of Decreetal Rights dated 07/09/2000”**) as the Purchasers, the Vendor sold transferred and conveyed  $\frac{1}{2}$  share in and out of said Gat No. 2307 for and at consideration amounting to Rs. 9,50,000/- (Rupees Nine Lakhs Fifty Thousand Only) and on the terms conditions more particularly stated therein.
- 17. On perusal of the contents of the aforesaid Deed of Decreetal Rights dated 07/09/2000 following is observed:
  - a. The Vendor is declared as the owner of  $\frac{1}{2}$  share out of the Larger Property under a Decree dated 16/03/1991 passed by Civil Court in RCS No. 2347/1985 which only is the subject matter of Deed of Decreetal Rights dated 07/09/2000;
  - b. Two Civil Appeals are pending in respect of the Larger Property C. A. No. 445/1991 and C. A. No. 879/1996;
  - c. Possession of  $\frac{1}{2}$  share out of the Larger Property was to be secured by Purchasers from the Defendants from RCS No. 2347/1985;
  - d. Under the Deed of Decreetal Rights dated 07/09/2000 out of total consideration amounting to Rs. 9,50,000/- (Rupees Nine Lakh Fifty Thousand Only) an amount of Rs. 5,00,000/- (Rupees Five Lakhs Only). Balance amount of Rs. 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only) was agreed to be paid within one month of the decision of Regular Civil Suit No. 2347/1985 and
  - e. (1) Jaiprakash Sitaram Goel, (2) Subhash Sitaram Goel, (3) Rajendra Sitaram Goel, (4) Umesh Sitaram Goel (Sr. No. (1) to (4) together hold 45% rights) (5) Dwarkadas Ramkishan Nyati, (6) Nitin Dwarkadas Nyati (Sr. No. (5) and (6) hold 22.50% rights), (7) Aslam Abdulla Haji (holds 32.50 % rights)
- 18. Mutation Entry No. 1 dated 07.02.2002 records in respect of all land parcels of village Wagholi that pursuant to letter dated 29.10.1997 bearing no. Bhunapan/Wadi Vibhajan/Akarband/97 issued by Taluka Inspector of Land Records, Haveli read with Order dated 12.11.1997 bearing no. THJ/863/97 passed by the Tehsildar, Haveli, Owhalwadi was separated from Village Wagholi and was formed as new revenue village and therefore new revenue records were



prepared for several lands by the Taluka Inspector of Land Records, Wagholi. Accordingly, it is recorded that said Gat No. 2307 admeasuring 12 Hectares 78 Ares was allotted new Gat No. 1321. Copies of said letter dated 29.10.1997 bearing no. Bhumapan/Wadi Vibhajan/Akarband/97 issued by Taluka Inspector of Land Records, Haveli and Order dated 12.11.1997 bearing no. THJ/863/97 passed by the Tehsildar, Haveli are not available for my perusal. Hence unable to comment thereon. Accordingly, the description of such land appears to have been recorded in the title documents as well as revenue records prior to the year 2002 as Gat No. 2307 and subsequent to the year 2002 as Gat No. 1321.

19. Vide a Power of Attorney dated 23/02/2006 registered with the office of Sub-Registrar Haveli No. 10 at Serial No. 1516/2006 (1) Jaiprakash Sitaram Goel and (2) Atul Jaiprakash Goel as Principal appointed Amit Jaiprakash Goel as their Attorney to do all acts and things necessary for admitting deeds and documents executed by the Principal and complete the registration related formalities;
20. Vide a Memorandum of Understanding dated 23/02/2006 notarised at Sr. No. D-8952/2006 with Notary P.S. Kamble, Leelabai Sitaram Bhadale entered into an agreement with Mukesh Onkarnath Shrivastav whereby the Leelabai Sitaram Bhadale agreed to sell, transfer and convey and granted following rights to said Mukesh Onkarnath Shrivastav in respect of the said Gat No. 2307 admeasuring 12 Hectare 78 Ares situated at Village Wagholi, Taluka Haveli, District Pune i.e. the Larger Property herein:
  - a. to represent, prosecute, defend at his own costs said Leelabai S. Bhadale in Regular Civil Appeal No. 445/1991 and Regular Civil Appeal No. 879/1997 and any other legal proceeding pending and/or to be filed right from Revenue Courts till the Hon'ble Supreme Court of India;
  - b. to negotiate, enter into compromise, implement such compromise with the other party in such litigation/s;
  - c. to perform all those acts, things necessary to procure legal ownership rights, protection of such rights;
  - d. to carry out government demarcation, remove encroachment if any;
21. Simultaneously, Leelabai Sitaram Bhadale executed a Power of Attorney dated 23/02/2006 registered with the office of Sub-Registrar Haveli No. 9 at Serial No. 1374/2006 thereby appointing Mukesh Onkarnath Shrivastav as her attorney to do all the acts, deeds and things in respect of the said Gat No. 2307 admeasuring 12 Hectare 78 Ares situated at Village Wagholi, Taluka Haveli, District Pune i.e. the Larger Property herein including the right to sell, transfer and convey the Larger Property herein.
22. Vide a Deed of Confirmation dated 15/02/2007 registered with the office of Sub-Registrar Haveli No. 20 at Serial No. 1572/2007 (**“Deed of Confirmation dated 15/02/2007”**) executed between Smt. Leelabai Sitaram Bhadale therein referred to as the Vendor and (1) Jaiprakash Sitaram Goel, (2) Subhash Sitaram Goel, (3) Rajendra Sitaram Goel, (4) Umesh Sitaram Goel (5) Dwarkadas Ramkishan Nyati, (6) Nitin Dwarkadas Nyati, (7) Aslam Abdulla Haji as the Purchasers, the Vendor confirmed the sale, transfer and conveyance of ½ share in the Larger Property under the aforesaid Deed of Decreetal Rights dated 07/09/2000 and accepted the balance consideration amounting to Rs. 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only) out of the total consideration as agreed under the Deed of Decreetal Rights dated 07/09/2000.
23. Pursuant to the aforesaid Deed of Confirmation dated 15/02/2007 the Vendor i.e. Leelabai Sitaram Bhadale executed a Power of Attorney dated 15/02/2007 registered with the office of Sub-Registrar Haveli No. 20 at Serial No. 1573/2007 (**“Power of Attorney dated 15/02/2007”**) thereby appointing Aslam Abdulla



Haji as her Attorney to all the necessary acts, deeds and things related to the said Larger Property including the power to:

- a. to comply the conditions as stated in the Deed of Decreetal Rights dated 07/09/2000 as well as the Deed of Confirmation dated 15/02/2007;
- b. to sign, execute, lodge for registration and complete the registration of deeds and documents in respect of the said Larger Property on the basis of the said the Deed of Decreetal Rights dated 07/09/2000 as well as the Deed of Confirmation dated 15/02/2007;

24. Vide a Development Agreement dated 17/07/2007 registered with the office of Sub-Registrar Haveli No. 4 at Serial No. 5670/2007 ("said Development Agreement dated 17/07/2007") executed by and between Vilas Balasaheb Bhadale and 32 others therein referred to as the Owners and Suryakant Kakade and Associates – Soul Space Projects Limited, a registered Partnership Firm therein referred to as the Developer, the Owners thereby granted development rights in respect of the said Larger Property for and at consideration amounting to Rs. 15,27,45,000/- (Rupees Fifteen Crores Twenty-Seven Lakhs and Forty-Five Thousand Only) and on the terms and conditions more particularly stated therein.

25. On perusal of the Development Agreement dated 17/07/2007 following is observed:

- a. The transaction agreed between the parties is that of sale and transfer of the said Larger Property and the present Development Agreement dated 17/07/2007 is executed as and by way of part performance such agreement;
- b. Out of the total consideration, under the Development Agreement dated 17/07/2007, the Vendors have received Rs. 3,77,56,833/- (Rupees Three Crores Seventy-Seven Lakhs Fifty-Six Thousand Eight Hundred and Thirty-Three Only) balance of Rs. 10,69,88,167/- (Rupees Ten Crores Sixty-Nine Lakhs Eighty-Eight Thousand One Hundred Sixty-Seven Only) is paid under postdated cheques;
- c. Further since the Developer has paid the necessary stamp duty as well as registration fees as per the provisions for conveyance under the Bombay Stamp Act, 1958, this Development Agreement dated 17/07/2007 itself can be treated as a Sale Deed;
- d. Out of the total consideration, under the Development Agreement dated 17/07/2007, Mr. Arun Sampatrao Patil and Shivkumar Tipanna Nelge have received an amount of Rs. 81,00,000/- (Rupees Eighty-One Lakhs Only) towards relinquishment of their rights in respect of the said Larger Property accrued under a Development Agreement dated 31/12/1994;

26. Simultaneous to the Development Agreement dated 17/07/2007, the Owners executed a Power of Attorney of even date registered with the office of Sub-Registrar Haveli No. 4 at Serial No. 5671/2007 ("said Power of Attorney dated 17/07/2007") appointing the Developer i.e. Suryakant Kakade and Associates – Soul Space Projects Limited as their Attorney to do all the acts, deeds and things in respect of the said Larger Property in terms of the Development Agreement dated 17/07/2007.

27. Vide Deed of Confirmation dated 24/07/2007 registered with the office of Sub-Registrar Haveli No. 1 at Serial No. 3489/2012 made and executed between Arun Sampatrao Patil therein referred to as the Party of the First Part and (1) Suryakant Kakade and Associates – Soul Space Projects Limited and (2) Sanghvi Erectors Private Limited therein referred to as the Party of the Second Part, the Party of the First Part confirmed the rights of Suryakant Kakade and Associates – Soul Space Projects Limited accrued under Development Agreement dated 18/07/2007.



28. On further perusal of the contents of the Deed of Confirmation dated 24/07/2007, the Party of the First Part has further confirmed that:

- a. The Development Agreement dated 31/012/1994 togetherwith Power of Attorney of even date stand cancelled and the possession recorded to be handed over merely on paper has been handed over to Suryakant Kakade and Associates – Soul Space Projects Limited;
- b. The Party of the First part under a separate Deed of Settlement has received from the Party of the Second Part the repayment of consideration paid to the Vendors under the Development Agreement dated 31/012/1994 as well as the interest thereon and the compensation in lieu of the cancellation of Development Agreement dated 31/012/1994. Copy of such Deed of Settlement is not available for my perusal;

29. Vide a Notice of Lis Pendens dated 18/04/2012 registered with the office of Sub-Registrar Haveli No. 1 at Serial No. 3489/2012 M/s. Bharti Constructions has declared about the filing of Special Civil Suit No. 49/2009 discussed hereunder;

30. Vide a Power of Attorney dated 10/04/2013 registered with the office of Sub-Registrar Haveli No. 3 at Serial No. 3415/2013 Nitin Dwarkadas Nyati as Principal appointed (1) Santosh Janardhan Kamble and (2) Santosh Nivruti Gaikwad as their Attorney to do all acts and things necessary for admitting deeds and documents executed by the Principal and complete the registration related formalities.

31. Vide a Power of Attorney dated 01/07/2013 registered with the office of Sub-Registrar Haveli No. 3 at Serial No. 5720/2013 Dwarkadas Ramkisan Nyati as Principal appointed (1) Santosh Janardhan Kamble and (2) Santosh Nivruti Gaikwad as their Attorney to do all acts and things necessary for admitting deeds and documents executed by the Principal and complete the registration related formalities.

32. Vide a Deed of Gift dated 7/08/2013 registered with the office of Sub-Registrar Haveli No. 10 at Serial No. 9137/2013 executed between Subhash Sitaram Goel therein referred to as the Donor and Atul Jaiprakash Goel therein referred to as the Donee, the Donor out of natural love and affection assigned, transferred and conveyed by way of absolute gift of the Donor's share of 12% undivided share in the said Decreetal Rights accrued under the said Deed of Decreetal Rights dated 07/09/2000 and all and whatsoever his beneficial interest in the lands admeasuring 76.68 Ares out of the said Larger Property in favour of Donee.

33. Vide a Deed of Gift dated 7/08/2013 registered with the office of Sub-Registrar Haveli No. 10 at Serial No. 9138/2013 executed between (1) Rajendra Sitaram Goel and (2) Umesh Sitaram Goel therein referred to as the Donors and Amit Jaiprakash Goel therein referred to as the Donee, the Donor out of natural love and affection assigned, transferred and conveyed by way of absolute gift of the Donor's share of 18% undivided share in the said Decreetal Rights accrued under the said Deed of Decreetal Rights dated 07/09/2000 and all and whatsoever his beneficial interest in the lands admeasuring 1 Hectare 15 Ares out of the said Larger Property in favour of Donee.

34. Vide a Sale Deed dated 7/08/2013 registered with the office of Sub-Registrar Haveli No. 10 at Serial No. 9150/2013 executed between Smt. Leelabai Sitaram



Bhadale therein referred to as the Vendor and (1) Goel Ganga Developers (India) Private Limited, (2) Jaiprakash Sitaram Goel, (3) Atul Jaiprakash Goel and (4) Amit Jaiprakash Goel therein referred to as the Purchasers alongwith (1) Dwarkadas Ramkishan Nyati, (2) Nitin Dwarkadas Nyati and (3) Aslam Abdulla Haji therein referred to as the Consenting Party, the Vendors sold, transferred and conveyed all their rights title and interest in  $\frac{1}{2}$  share in the Larger Property accrued to Vendor under the Decree dated 16/03/1991 as well as whatever rights that may accrue to the Vendor in future in respect of the said Larger Property at or for consideration amounting to Rs. 55,00,000/- (Rupees Fifty-Five Lakhs Only) and on the terms conditions more particularly stated therein. The Sale Deed dated 7/08/2013 appears to be recorded in the record of rights vide Mutation Entry No. 13200 dated 20/09/2018.

35. On perusal of Sale Deed dated 7/08/2013 following is observed:
  - a. The subject matter property is described as  $\frac{1}{2}$  share in the Larger Property accrued under the Decree dated 16/03/1991 passed by Civil Court in RCS No. 2347/1985 as well as whatever rights that may accrue to the Vendor in future in respect of the said Larger Property;
  - b. The Consenting Party Nos. (1) and (2) in exchange of Rs. 4,38,75,000/- (Rupees Four Crores Thirty-Eight Lakhs and Seventy-Five Thousand Only) have relinquished in favour of the Purchaser all their rights, title and interests in the said Larger Property accrued to them under the Deed of Decreetal Rights dated 07/09/2000 as well as the Deed of Confirmation dated 15/02/2007;
  - c. The Consenting Party No. 3 in exchange of Rs. 6,33,75,000/- (Rupees Six Crores Thirty-Three Lakhs and Seventy-Five Thousand Only) has relinquished in favour of the Purchaser all his rights, title and interests in the said Larger Property accrued to him under the Deed of Decreetal Rights dated 07/09/2000 as well as the Deed of Confirmation dated 15/02/2007;
36. Pursuant to the aforesaid Sale Deed dated 7/08/2013 the Vendor i.e. Leelabai Sitaram Bhadale executed a Power of Attorney dated 7/08/2013 registered with the office of Sub-Registrar Haveli No. 20 at Serial No. 9151/2013 ("Power of Attorney dated 07/08/2013") thereby appointing (1) Jaiprakash Sitaram Goel, (2) Atul Jaiprakash Goel and (3) Amit Jaiprakash Goel as her Attorney jointly/severally to all the necessary acts, deeds and things related to the said Larger Property.
37. Simultaneously, (1) Jaiprakash Sitaram Goel, (2) Subhash Sitaram Goel, (3) Rajendra Sitaram Goel, (4) Umesh Sitaram Goel (5) Dwarkadas Ramkishan Nyati, (6) Nitin Dwarkadas Nyati, (7) Aslam Abdulla Haji vide a Power of Attorney dated 07/08/2013 registered with the office of Sub-Registrar Haveli No. 10 at Serial No. 9152/2013 appointed Goel Ganga Developers (India) Private Limited as their Attorney to do all the necessary acts, deeds and things related to the said Larger Property including the power to:
  - a. To do, execute or perform and to sign, execute, affirm, declare and deliver all acts, deeds, matters or things and deeds, documents and writings for more effectually assigning and transferring the benefit of the said Deed of Decreetal Rights dated 07/09/2000 in favour of Goel Ganga Developers (India) Private Limited;
  - b. To represent them and act on behalf of them in all the pending litigation proceedings in respect of the said larger Property.
38. Mukesh Onkarnath Shrivastav executed a Power of Attorney dated 23/08/2013 notarised with N. B. Shaikh Notary at Serial No. B-2902/2013 thereby



appointing Vijay Balkrushna Aher as his Attorney to all the necessary acts, deeds and things related to the said Larger Property including the right to sell, transfer and convey the Larger Property herein. As per the applicable provisions of law a power of attorney creating rights, title and interest in respect of an immovable property is required to be adequately stamped as well as is required to be registered which is clearly not done in case of the Power of Attorney dated 23/08/2013.

39. Vide a Notice of Lis Pendens dated 30/09/2013 registered with the office of Sub-Registrar Haveli No. 15 at Serial No. 7063/2013 Mukesh Onkarnath Shrivastav has declared about the filing of Special Civil Suit No. 1193/2013 discussed hereunder.
40. In the meantime, scheme of amalgamation of Goel Ganga Developers (India) Private Limited and several other companies into Goel Ganga India Private Limited was sanctioned by the Hon'ble National Company Law Tribunal, Mumbai Bench vide its Order dated 10/08/2017 in CSP No. 661/2017. The said amalgamation of Goel Ganga Developers (India) Private Limited and Goel Ganga India Private Limited was recorded in the record of rights vide Mutation Entry No. 13548 dated 22/02/2019 and Goel Ganga India Private Limited came to be recorded as the owner of Gat No. 1321/1 admeasuring 2 Hectares, Gat No. 1321/2 admeasuring 2 Hectares, Gat No. 1321/3 admeasuring 2 Hectares 39 Ares, Gat No. 1321/4 admeasuring 1 Hectare 59 Ares, Gat No. 1321/5 admeasuring 1 Hectare 60 Ares, Gat No. 1321/6 admeasuring 1 Hectare 60 Ares and Gat No. 1321/7 admeasuring 1 Hectare 60 Ares all situated at village Wagholi, Taluka Haveli, District Pune situated within the limits of PMRDA;
41. Mutation Entry No. 11641 dated 01/09/2015 records in respect of Gat No. 1321/5 that Popat Namdev Jadhav died on 09/08/2015 leaving behind following as his heirs:
  - a. Atul Popat Jadhav (son)
  - b. Sitaram Popat Jadhav (son)
  - c. Suvarna Nilesh Gadute (daughter)
  - d. Ranjana Popat Jadhav (wife)
42. Mutation Entry No. 12415 dated 10/06/2016 records in respect of Gat No. 1321 Hissa No. 5 that pursuant to an application filed by Sitaram Popat Jadhav along with the extract of Maharashtra Government Gazette bearing no. RN/No. MAHBIL/2012/47985 Registration No. PCE/0681/2013-15, the names of Atul Popat Jadhav, Sitaram Popat Jadhav and Ranjana Popat Jadhav were changed to Atul Popat Bhadale, Sitaram Popat Bhadale and Ranjana Popat Bhadale respectively. Accordingly, the records in respect of Gat No. 1321 Hissa No. 5 which forms part of the said Larger Property herein were updated. Copy of the Maharashtra Government Gazette bearing no. RN/No. MAHBIL/2012/47985 Registration No. PCE/0681/2013-15 is not available for our perusal hence unable to comment thereon.
43. Vide a Release Deed without Consideration dated 31/05/2016 registered with the office of Sub-Registrar Haveli No. 7 at Serial No. 4988/2016 executed by Suvarna Nilesh Gadute nee Suvarna Popat Jadhav prior to marriage therein referred to as the Releasors released, relinquished all her rights in respect of part of Larger Property being Gat No. 1321 Hissa No. 5 admeasuring 1 Hectare 60 Ares situate at Village Wagholi, Taluka Haveli, District Pune in favour of (1) Atul Popat Jadhav, (2) Sitaram Popat Jadhav being the real brother of Releasor and (3) Ranjana Popat Jadhav being the mother of Releasor.



44. Mutation Entry No. 12687 dated 06/10/2017 records in respect of Gat No. 1321/7 Pandit Namdev Jadhav expired on 07/10/2016 leaving behind following as his heirs:

- Yuvraj Pandit Jadhav (son)
- Reshma Sachin Ranawre (daughter)
- Shailaja Dattatray Thorve (daughter)
- Sheetal Pramod Pathare (daughter)
- Mangala Pandit Jadhav (wife)

45. Mutation Entry No. 12887 dated 18/04/2018 records in respect of Gat No. 1321 Hissa No. 1 to 7 that pursuant to Government Resolution dated 07/05/2016 bearing no. Ra.Bhu.A./Pr.Kr.180/L-1 issued for tally of handwritten records with digital records under the Edit Module for E-Mutation followed by the Order dated 11/04/2018 passed by the Tehsildar, Haveli, District Pune, digital records for several land parcels were edited from village Wagholi including Gat No. 1321 Hissa No. 1 to 7. Following changes were recorded:

<b>St. No.</b>	<b>Gat No.</b>	<b>Corrected details</b>
1	1321/1	Mutation Entry No. 7967 was recorded
2	1321/2	Mutation Entry No. 7967 was recorded
3	1321/3	Potkharaba for share of Kailas Balasaheb Bhadale was added to be 0.0300
4	1321/4	Mutation Entry No. 5233 was recorded
5	1321/5	Mutation Entry No. 12415 was recorded
6	1321/6	Mutation Entry No. 724 and 5233 were recorded and Following Details were added: Jirayat – 1.5900 Potkharaba Class -1 – 0.0100 cultivable area - 1.5900 assessment - 2.43
7	1321/7	Mutation Entry No. 5233 was recorded

46. Vide a Release Deed without Consideration dated 10/01/2018 registered with the office of Sub-Registrar Haveli No. 7 at Serial No. 197/2018 executed by (1) Shailaja Dattatray Thorve and (2) Mangala/Mangal Pandit Jadhav therein referred to as the Releasors released, relinquished all their rights in respect of part of Larger Property being Gat No. 1321 Hissa No. 7 admeasuring 1 Hectare 60 Ares situate at Village Wagholi, Taluka Haveli, District Pune in favour of Yuvraj Pandit Jadhav, being the real brother of Releasor No. 1 and son of Releasor No. 2.

47. Mutation Entry No. 13189 dated 19/09/2018 records in respect of Gat No. 1321 Hissa Nos. 1 to 7 that pursuant to (1) Order dated 16/03/1991 passed by the Civil Judge Junior Division in Regular Civil Suit No. 2343/1985, (2) Common Order dated 12/06/2017 passed by the District Court, Pune in Regular Civil Appeal No. 445/1991 and 879/1997 filed being aggrieved by the aforesaid Order dated 16/03/1991 and (3) Order dated 16/08/2018 passed by the Bombay High Court in Second Appeal No. 347/2018 and 348/2018 the name of Leelabai Sitaram Bhadale was mutated as the owner in the record of rights in respect of the said Larger Property.

48. By and under an Agreement dated 21/08/2020 notarially registered with Mr. Satishchandra L. Pitale, Notary State of Maharashtra at Sr. No. 451/8/2020 (1) Vilas Balasaheb Bhadale, (2) Kailas Balasaheb Bhadale and (3) Kalavati Balasaheb Bhadale have agreed to handover the quiet, actual and vacant possession of the



said Larger Property to GGIPL for and at monetary consideration amounting to Ra. 2 Crore and on the terms and conditions more particularly stated therein;

49. On perusal of the Agreement dated 21/08/2020 it appears that:

- a. out of monetary consideration of Rs. 2 Crore only Rs. 5,00,000/- (Rupees Five Lakhs Only) is paid by GGIPL.
- b. Further apart from monetary consideration of Rs. 2 Crore GGIPL shall have to transfer in favour of (1) Vilas Balasaheb Bhadale, (2) Kailas Balasaheb Bhadale and (3) Kalavati Balasaheb Bhadale plot admeasuring 80 Ares out of the said Larger Property along with the right to way through the said Larger Property to access the aforesaid plot in the manner as more particularly set out therein. I am informed by my Client that GGIPL has not handed over any area out of the said Larger Property till date.
- c. The said (1) Vilas Balasaheb Bhadale, (2) Kailas Balasaheb Bhadale and (3) Kalavati Balasaheb Bhadale have confirmed the Deed of Sale of Decreetal Rights dated 07/09/2000 and the Sale Deed dated 07/08/2013 discussed hereinabove and further that they have confirmed the title and possession of GGIPL over the said Larger Property;
- d. Further (1) Vilas Balasaheb Bhadale, (2) Kailas Balasaheb Bhadale and (3) Kalavati Balasaheb Bhadale have further stated that M/s. Suryakant Kakade and Associates – Soul Space Projects Limited have never been put in possession of the said Larger Property. Further that the Development Agreement and Power of Attorney both dated 18/07/2007 have never been given effect to, have been cancelled and the same cannot be enforced and further M/s. Suryakant Kakade and Associates – Soul Space Projects Limited have never challenged the possession of (1) Vilas Balasaheb Bhadale, (2) Kailas Balasaheb Bhadale and (3) Kalavati Balasaheb Bhadale.

50. By and under a Possession Receipt dated 21/08/2020 notarially registered with Mr. Satishchandra L. Pitale, Notary State of Maharashtra at Sr. No. 452/9/2020 executed by between (1) Vilas Balasaheb Bhadale, (2) Kailas Balasaheb Bhadale and (3) Kalavati Balasaheb Bhadale and Goel Ganga India Private Limited i.e. GGIPL, whereby (1) Vilas Balasaheb Bhadale, (2) Kailas Balasaheb Bhadale and (3) Kalavati Balasaheb Bhadale confirmed having handed over the quiet, open and vacant possession of the said Larger Property to GGIPL in the manner set out more particularly therein. The Possession Receipt dated 21/08/2020 appears to be followed by a Declaration dated 21/08/2020 notarially registered with Mr. Satishchandra L. Pitale, Notary State of Maharashtra at Sr. No. 1453/9/2020.

51. Mutation Entry No. 14681 dated 19/09/2020 records in respect of Gat No. 1321 Hissa Nos. 1 to 7 that pursuant to (1) Order dated 24/05/2018 passed by the Joint District Registrar – 1 and Collector of Stamps, Pune City, Pune bearing outward no. Sajini/Pu.Sha/Adesh/3714/2018, (2) Letter dated 02/02/2019 bearing outward no. Sajini/Pusha/Sajini/Tpa/H-10/Dasta Kr. 9150/13/908/2019 issued by the Collector of Stamps, Pune City to the Tehsildar, Taluka Haveli, Pune and (3) Reminder Letter dated 08/09/2020 bearing outward no. H-10/R.R.C/196/2020 issued by the Joint District Registrar – 2, Haveli No. 10, Pune City, Pune a remark as to charge amounting to Rs. 2,02,14,975/- comprising of an amount of deficit stamp duty amounting to Rs. 94,46,250/- plus the 2% penalty Rs. 1,07,68,725/- on the Deed of Conveyance dated 07/08/2013 registered with the office of Sub-Registrar Haveli No. 10 at Sr. No. 9150/2013.

52. Mutation Entry No. 16336 dated 1/07/2021 records in respect of Gat No. 1321 Hissa Nos. 1 to 7 that pursuant to Order dated 10/01/2022 as discussed



hereinabove passed in Writ Petition No. 9046/2019 by the Hon'ble High Court of Bombay the remark of "Stay to the Order dated 24/05/2018 passed by the Joint District Registrar – 1 and Collector of Stamps, Pune City, Pune and Judgement and Order dated 08/02/2018 passed by the Deputy Inspector General and Deputy Collector of Stamps, Pune City, Pune" was added in the other rights column of the records of the said Larger Property. As per the latest 7/12 extract provided in respect of the said Property, this remark appears to be deleted vide Mutation Entry No. 17973, copy of the same is not provided for my perusal.

53. Vide a Deed of Conveyance dated 8/12/2021 registered with the office of Sub-Registrar Haveli No. 11 at Serial No. 19134/2021 executed by (1) Goel Ganga India Private Limited, (2) Jaiprakash Sitaram Goel, (3) Atul Jaiprakash Goel and (4) Amit Jaiprakash Goel therein referred to as the Vendors and Intofinity Promoters Private Limited therein referred to as the Purchaser, the Vendors sold, transferred and conveyed the said Large Property in favour of the Purchaser for and at consideration and on the terms and condition more particularly stated therein. The said Deed of Conveyance dated 8/12/2021 appears to be recorded in the record of rights in respect of said Larger Property vide Mutation Entry No. 17173 dated 17/12/2021. The Mutation Entry No. 17173 appears to be certified pursuant to Order dated 7/03/2022 passed by the Circle Officer in Complaint/Objection No. 12/2022 discussed hereunder in section (4).
54. The aforesaid Deed of Conveyance *inter alia* records that (i) at the request and directions of the Vendors, part consideration has been paid to Visara Real Estates LLP; part consideration to Kotak India Real Estate Fund – VIII and part consideration to the Vendors. It is further recorded that the balance consideration is to be paid partly in the manner set out therein, and partly in the manner to be agreed to between the parties and recorded under a separate instrument; (ii) Part consideration was paid to Visara Real Estates LLP since the Vendors had earlier entered into an understanding with Visara Real Estates LLP for sale of the said Larger Property in its favour; (iii) the Vendors will not have an unpaid vendor's lien for the unpaid consideration; (iv) an area admeasuring 14,829.61 square meters is affected by 65-meters wide ring road; and (v) the Vendors have obtained from IDBI Trusteeship Services Limited no objection certificates (in respect of the charges then existed at the time of execution of the aforesaid Deed of Conveyance).
55. Pursuant to the Deed of Conveyance dated 8/12/2021, the Vendors have executed a Power of Attorney dated 8/12/2021 registered on 21/05/2010 with the office of Sub-Registrar Haveli No. 11 at Serial No. 19135/2021 appointing Intofinity Promoters Private Limited i.e. the Purchaser as their Attorney to do all the necessary acts, deeds and things in respect of the said Larger Property for effectually and perfectly transferring and assuring the said Larger Property.
56. Prior to execution and registration of the Deed of Conveyance dated 8/12/2021, discussed hereinabove, Intofinity Promoters Private Limited had caused to issue a Public Notice dated 23/06/2021 published in Marathi newspaper 'Sakal', through their Advocates and Solicitors - Wadia Ghandy and Co. (Pune), for investigation of title of (1) Goel Ganga India Private Limited, (2) Jaiprakash Sitaram Goel, (3) Atul Jaiprakash Goel and (4) Amit Jaiprakash Goel to said Larger Property herein. In response to such Public Notice dated 23/06/2021 following Objections were received by Wadia Ghandy and Co. (Pune) Advocates and Solicitors:



Sr.	Date of	Advocate	Objector on whose behalf	Area
-----	---------	----------	--------------------------	------

No.	Objection	issuing Objection	Objection is issued	
1	03/06/2021	Gorane & Co.	M/s. Suryakant Kakade and Associates-Soul Space Projects Limited	11 Hectare 98 Ares
2	05/07/2021	Sunil D. Korpade Advocate	Mukesh Onkarnath Shrivastav through Power of Attorney holder Vijay Balkrushna Aher	12 Hectares 78 Ares
3	08/07/2021	V. S. Balkawade	Vilas Balasaheb Bhadale and Kalavati Balasaheb Bhadale	Not mentioned
4	Undated	---	Satya Udyam Bharati	Not mentioned
5	17/07/2021	Shripad D. Panchpor	1. Rajaram Jaywantrao Lokhande 2. M/s. Bharati Constructions represented through Satya Udyam Bharati	3 Hectares
6	24/07/2021	V. S. Balkawade	Swapnil Kailas Bhadale, Ranjeet Kailas Bhadale, Vilas Balasaheb Bhadale and Kalavati Balasaheb Bhadale	80 Ares

57. Vide an Agreement to Sell dated 31/03/2022 registered on 01/07/2022 with the office of Sub-Registrar Haveli No. 5 at Serial No. 12603/2022 executed by Intofinity Promoters Private Limited therein referred to as the Vendor and Vilas Javdekar Infinitee Developers Private Limited therein referred to as the Purchaser, the Vendor sold, transferred and conveyed the said Property in favour of the Purchaser for and at consideration and on the terms and condition more particularly stated therein;

58. Pursuant to the Agreement to Sell dated 31/03/2022, the Vendor has executed a Power of Attorney of even date registered on 01/07/2022 with the office of Sub-Registrar Haveli No. 5 at Serial No. 12604/2022 appointing Vilas Javdekar Infinitee Developers Private Limited i.e. the Purchaser as their Attorney to do all the necessary acts, deeds and things in respect of the said Property for effectually and perfectly transferring and assuring the said Property;

59. Vide a Deed of Conveyance dated 24/06/2022 registered on 01/07/2022 with the office of Sub-Registrar Haveli No. 5 at Serial No. 12607/2022 executed by Intofinity Promoters Private Limited therein referred to as the Vendor and Vilas Javdekar Infinitee Developers Private Limited therein referred to as the Purchaser, the Vendor sold, transferred and conveyed the said Property in favour of the Purchaser for and at consideration amounting to Rs. 133,60,00,000/- (Rupees One Hundred Thirty-Three Crores and Sixty Lakhs Only) and on the terms and condition more particularly stated therein. My client informs the mutation of Vilas Javdekar Infinitee Developers Private Limited as the owner in the record of rights maintained in respect of the said Property is under process.

60. The aforesaid Deed of Conveyance dated 24/06/2022 *inter alia* records that as mutually agreed between the parties, out of the total consideration Rs. 133,60,00,000/- (Rupees One Hundred Thirty-Three Crores and Sixty Lakhs Only), part consideration amounting to Rs. 17,00,000/- (Rupees Seventeen Crores Only) is paid on execution of Deed of Conveyance dated 24/06/2022, part consideration amounting to Rs. 65,26,40,000/- (Rupees Sixty-Five Crores



and Twenty-Six Lakhs Forty Thousand Only) is to be paid within 15 (fifteen) days from the registration of the aforesaid Deed of Conveyance dated 24/06/2022 and balance consideration amounting to Rs. 50,00,00,000/- (Rupees Fifty Crores Only) is to be paid within 90 (ninety) days from execution and registration of the aforesaid Deed of Conveyance dated 24/06/2022.

61. Simultaneous to the Deed of Conveyance dated 24/06/2022, the Vendor has executed a Power of Attorney of even date registered on 01/07/2022 with the office of Sub-Registrar Haveli No. 5 at Serial No. 12608/2022 appointing Vilas Javdekar Infinitee Developers Private Limited i.e. the Purchaser as their Attorney to do all the necessary acts, deeds and things in respect of the said Property for effectually and perfectly transferring and assuring the said Property.
62. Pursuant to the Deed of Conveyance and Power of Attorney both dated 24/06/2022, the Vendor has executed a Possession Receipt of even date, the Vendor has confirmed handing over the quiet, vacant and peaceful possession of the said Property to Vilas Javdekar Infinitee Developers Private Limited.

**4. Any other relevant title:-**

I am of the opinion that **Vilas Javdekar Infinitee Developers Private Limited** have exclusive ownership right of the said property bearing Gat No. 1321/1 to 7/2, situated at Village Wagholi, Taluka Haveli, District Pune, without any encumbrances, subject to the mortgage deed executed in favour of Tata Capital Housing Finance Limited and outcome of the SCS no. 49 of 2009, SCS no. 578 of 2021 and CMA no. 184 of 2021.

**5. Litigations, if any:-** SCS no. 49 of 2009, SCS no. 578 of 2021 and CMA no. 184 of 2021, pending in Civil Courts, Pune.

Date: 04/07/2022



*PARMAR*  
Prashant Parmar  
Advocate

## ANNEXURE - 1

### **1. DESCRIPTION OF THE PROPERTIES :**

All that piece and parcel of land admeasuring 48562 square meters bearing Gat No. 1321/1to7/2 (Plot B as per Sub-Division Layout dated 31 March 2022) situate at Village Wagholi, Taluka Haveli, District Pune within the limits of PMRDA/PMC and bounded as follows:

**On or towards East :** Adj Old Gat no. 2302, 2303, 2304, 2305, 2306 and 2188 having new Gat no 1316, 1317, 1318, 1319, 1320 & 1185 respectively, Wagholi, Pune

**On or towards South :** By 110/65m. wide proposed ring road, adjoining Old Gat no. 2301(P), new Gat no. 1315 (P), Wagholi.

**On or towards West :** Plot A of Sub-Division Layout dated 31 March 2022 having New Gat no. 1321/1to7/1, having Old Gat no. 2307, Hissa no.1 to 7, Wagholi, Pune and 110/65m. wide proposed ring road

**On or towards North :** Plot A of aforesaid Sub-Division Layout of New Gat no. 1321/1to7/1 and Plot C of aforesaid Sub-Division Layout having New Gat no. 1321/1to7/3, having Old Gat no. 2307, Hissa no.1 to 7 Wagholi, Pune



## ANNEXURE - 2

### **2. DOCUMENTS OF THE PLOT :-**

#### **A. DOCUMENTS SUBMITTED FOR MY PERUSAL FOR GAT NO. 279/1 & 279/2 -**

- (1) Adoption Deed dated 01/09/1972
- (2) Agreement dated November 1993
- (3) Sale Deed dated 08/08/1996 bearing Reg. No. 658/2002, HVL -7.
- (4) Sale Deed dated 08/08/1996 bearing Reg. No. 659/2002, HVL -7.
- (5) Sale Deed dated 08/08/1996 bearing Reg. No. 660/2002, HVL -7.
- (6) Sale Deed dated 08/08/1996 bearing Reg. No. 661/2002, HVL -7.
- (7) Deed of Consent dated 09/10/1998.
- (8) Deed of Sale of Decretal Rights dated 07/09/2000 bearing Reg. No. 2193/2000, HVL-7.
- (9) Memorandum of Understanding dated 23/02/2006 (Notarized).
- (10) Irrevocable Power of Attorney dated 23/02/2006 bearing Reg. No. 1374/2006, HVL-9.
- (11) Deed of Confirmation dated 15/02/2007 bearing Reg. No. 1572/2007, HVL-20.
- (12) Irrevocable Power of Attorney dated 15/02/2007 bearing Reg. No. 1573/2007, HVL-20.
- (13) Notice of Lis Pendanse dated 18/04/2012 bearing Reg. No. 3489/2012, HVL-1.
- (14) Special Power of Attorney dated 10/04/2013 bearing Reg. No. 3415/2013, HVL-3.
- (15) Sale Deed dated 07/08/2013 bearing Reg. No. 9150/2013, HVL-10.
- (16) Irrevocable Power of Attorney dated 07/08/2013 bearing Reg. No. 9151/2013, HVL-10.
- (17) Declaration cum Indemnity dated 07/08/2013 (Notarized).
- (18) Irrevocable Power of Attorney dated 07/08/2013 bearing Reg. No. 9152/2013, HVL-10.
- (19) Gift Deed dated 07/08/2013 bearing Reg. No. 9137/2013, HVL-10.
- (20) Gift Deed dated 07/08/2013 bearing Reg. No. 9138/2013, HVL-10.
- (21) Release Deed dated 31/05/2016 bearing Reg. No. 4988/2016, HVL-7.
- (22) Release Deed dated 29/12/2017 bearing Reg. No. 197/2018, HVL-7.
- (23) Release Deed dated 31/05/2016 bearing Reg. No. 4988/2016, HVL-7.
- (24) Agreement dated 21/08/2020 (Notarized).
- (25) Possession Receipt dated 21/08/2020 (Notarized).
- (26) Declaration dated 21/08/2020 (Notarized).
- (27) Deed of Re-Conveyance dated 08/12/2021 bearing Reg. No. 19133/2021, HVL-11.
- (28) Deed of Conveyance 08/12/2021 bearing Reg. No. 19134/2021, HVL-11.



- (29) Irrevocable Power of Attorney dated 08/12/2021 bearing Reg. No. 19135/2021, HVL-11.
- (30) Agreement to Sell dated 31/03/2022 bearing Reg. No. 12603/2022, HVL-5.
- (31) Irrevocable Power of Attorney dated 31/03/2022 bearing Reg. No. 12604/2022, HVL-5.
- (32) Deed of Conveyance dated 24/06/2022 bearing Reg. No. 12607/2022, HVL-5.
- (33) Irrevocable Power of Attorney dated 24/06/2022 bearing Reg. No. 12608/2022, HVL-5.
- (34) Deed of Mortgage dated 01/07/2022 bearing Reg. No. 12609/2022, HVL-5.

**Note** :-All abovementioned documents are photocopies. My Title Opinion is based on and restricted to the observations/perusal of abovementioned documents & papers only.



Housiey.com

### ANNEXURE – 3

#### **3. 7/12 EXTRACTS AND MUTATION ENTRIES :-**

##### **A. 7/12 EXTRACTS AND MUTATION ENTRIES SUBMITTED FOR MY PERUSAL FOR GAT NO. 1321/1 to 7/2 –**

- Copies of 7/12 Extract:

- Copies of 7/12 extracts for Old Gat No. 269, Village Wagholi for the period 1953–54 to 1973-74.
- Copies of 7/12 extracts for Gat No. 270, Village Wagholi, for the period 1953–54 to 1973-74.
- Copy of 7/12 extract for Gat No. 2301, Hissa No. 1 to 7, Village Wagholi, for the period 1975–76 to 2006-07.
- Copy of 7/12 extract for Gat No. 1321, Hissa No. 1 to 7, Village Wagholi, for the period 1991–92 to 2021-22.

- Copies of Mutation Entries :

- For Gat No. 269 & 270 :- 1305, 7200.
- For Gat No. 2307 :- 1, (68, 69, 70 & 71 – later cancelled) 724, 771, 5233, 7967.
- For Gat No. 1321, Hissa No. 1 to 7 :- 1, 728, 3689, 10300, 11641, 12415, 12687, 12887, 13189, 14681, 17173, 17846.

**NOTE : All documents submitted for my perusal are in photocopies.**



## ANNEXURE – 4

### 4. SEARCH REPORT FOR LAST 30 YEARS :-

#### **INDEX II SEARCH REPORT (1970 to 2021)**

Ref : All those pieces and parcels of - 1) total area admeasuring 02 Hectare 00 Ares of Gat No.1321 Hissa No.1, (Old Gat No.2307), 2) total area admeasuring 02 Hectare 00 Ares of Gat No.1321 Hissa No.2, (Old Gat No.2307), 3) total area admeasuring 02 Hectare 39 Ares of Gat No.1321 Hissa No.3, (Old Gat No.2307), 4) total area admeasuring 01 Hectare 59 Ares of Gat No.1321 Hissa No.4, (Old Gat No.2307), 5) total area admeasuring 01 Hectare 60 Ares of Gat No. 1321 Hissa No.5, (Old Gat No.2307), 6) total area admeasuring 01 Hectare 60 Ares of Gat No. 1321 Hissa No.6, (Old Gat No.2307) and 7) total area admeasuring 01 Hectare 60 Ares of Gat No. 1321 Hissa No.7, (Old Gat No.2307), situated at Village Wagholi, Taluka Haveli Dist. Pune and within the limits of Sub- Registrar Haveli, Pune and within the limits of Pune Zilla Parishad, Pune. hereinafter referred to as "the captioned property"

**NATURE OF SEARCH :** Physical Search of Index II registers for the year 1970 to 1990 in Sub-Registrar Haveli No. 1 and 2,Pune, could not be conducted due to Covid-19 Pandemic, as per the Letter bearing no.Ka.9/Astha-7/Upayyojana/2021/112/2021 dated 06/04/2021 of Inspector General of Registration and Controller of Stamps.

Physical Search of Index II registers for the year 1991 to 2001 in Sub-Registrar Haveli No.7, Pune, could not be conducted due to Covid-19 Pandemic, as per the Letter bearing no.Ka.9/Astha-7/Upayyojana/2021/112/2021 dated 06/04/2021 of Inspector General of Registration and Controller of Stamps.

E-Search of Index II registers from the 1985 to 2021 taken on the website of Department of Registration and Stamps, Government of Maharashtra, Pune [i.e. <http://www.igrmahrashtra.gov.in/>] for all offices of Sub-Registrar Haveli, Pune.

**PARTICULARS OF SEARCH:** From the available Index II records, I have taken search with respect to the captioned property for 52 years (i.e.1970 to 2021) in the manner stated herein above and my report is as under. - During my search in the office of the Sub-Registrar Haveli No. 1, 2, 7 Pune, it is noticed that, Index II registers for the years stated herein below. - HAVELI NO. 1 & 2 : Physical Records Not Available : 1970 to 1990 HAVELI NO. 7 : Physical Records Not Available : 1991 to 2001 (As per Letter bearing no.Ka.9/Astha-7/Upayyojana/2021/112/2021 dated 06/04/2021 of Inspector General of Registration and Controller of Stamps, physical searches at Sub Registrar offices have been stopped.) I have taken an online search of Index II registers from the year 1985 till date on the website of Department of Registration and Stamps, Government of Maharashtra, Pune [i.e. <http://www.igrmahrashtra.gov.in/>] and I have relied on the same. After scrutinizing the available Index II registers starting from year 1985, I have found following transactions pertaining to 'the captioned property'.

#### **INSPECTED ENTRIES :**

1. Assignment Deed : Dated 07/09/2000 registered at St. No. 2193/2000 in Sub-Registrar Haveli No.7, Pune. Consideration: 5,00,000/- property : All that piece and parcel of area admeasuring 12 Hectare 87 Ares of Gat No. 2307, situated at Village Wagholi, Taluka Haveli, District Pune. Party No. 1 : Mrs. Lilabai Sitaram Bhadale. Party No. 2 : 1. Mr. Jayprakash Sitaram Goel, 2. Mr. Subhash Sitaram Goel, 3. Mr.



Rajendra Sitaram Goel, 4. Mr. Umesh Sitaram Goel, 5. Mr. Dwarkadas Ramkisan Nyati, 6. Mr. Aslam Abdulah Haji.

2. Confirmation Deed : Dated 18/07/2007 registered at Sr. No. 1572/2007 in Sub-Registrar Haveli No.20, Pune. Consideration : 00/- Description of the property : As per mentioned in the Document. Party No. 1 : Mrs. Lilabai Sitaram Bhadale. Party No. 2 : 1. Mr. Jayprakash Sitaram Goel through Power of Attorney Holder Mr. Amit Jayprakash Goel, 2. Mr. Subhash Sitaram Goel, Mr. Rajendra Sitaram Goel, Mr. Umesh Sitaram Goel through Power of Attorney Holder Mr. Amol Rajendra Goel, 3. Mr. Dwarkadas Ramkisan Nyati, 4. Mr. Nitin Dwarkadas Nyati, 5. Mr. Aslam Abdullah Haji.

3. Agreement : Dated 19/07/2007 registered at Sr. No. 5670/2007 in Sub-Registrar Haveli No.4, Pune. Consideration : 15,27,45,000/- Description of the property : All that piece and parcel of - 1. area admeasuring 01 Hectare 60 Ares out of area admeasuring 02 Hectare 00 Ares of Gat No. 1321 Hissa No. 1, (Old Gat No. 2307), 2. area admeasuring 01 Hectare 60 Ares out of area admeasuring 02 Hectare 00 Ares of Gat No. 1321 Hissa No. 2, (Old Gat No. 2307), 3. area admeasuring 02 Hectare 39 Ares of Gat No. 1321 Hissa No. 3, (Old Gat No. 2307), 4. area admeasuring 01 Hectare 59 Ares of Gat No. 1321 Hissa No. 4, (Old Gat No. 2307), 5. area admeasuring 01 Hectare 60 Ares of Gat No. 1321 Hissa No. 5, (Old Gat No. 2307), 6. area admeasuring 01 Hectare 60 Ares of Gat No. 1321 Hissa No. 6, (Old Gat No. 2307), 7. area admeasuring 01 Hectare 60 Ares of Gat No. 1321 Hissa No. 7, (Old Gat No. 2307), situated at Village Wagholi, Taluka Haveli, District Pune. Vendor : 1. Mr. Kailas Balasaheb Bhadale, 2. Mrs. Seema Kailas Bhadale, 3. Mr. Vilas Balasaheb Bhadale, 4. Mrs. Nilam Vilas Bhadale, 5. Mr. Bhanudas Namdev Jadhav alias Bhadale, 6. Mrs. Shakuntala Bhanudas Jadhav alias Bhadale, 7. Sarika Bhanudas Jadhav alias Bhadale, 8. Mr. Ravaheb Bhanudas Jadhav alias Bhadale, 9. Mrs. Chandrakala Vishnu Kadam, 10. Mrs. Jayashree alias Surekha Narayan Bahirat, 11. Mrs. Vidhya Umesh Harpale, 12. Popat Namdev Jadhav alias Bhadale, 13. Mrs. Ranjana Popat Jadhav alias Bhadale, 14. Mr. Atul Popat Jadhav alias Bhadale, 15. Mr. Sitaram Popat Jadhav alias Bhadale, 16. Mrs. Suverna Nilesh Gadute, 17. Mr. Amrut Namdev Jadhav alias Bhadale, 18. Mrs. Surekha Amrut Jadhav alias Bhadale, 19. Mr. Rahul Amrut Jadhav alias Bhadale, 20. Mr. Kiran Amrut Jadhav alias Bhadale, 21. Mr. Pramod Amrut Jadhav alias Bhadale, 22. Mr. Pandit Namdev Jadhav alias Bhadale, 23. Mrs. Mangala Pandit Jadhav alias Bhadale, 24. Mr. Yuvraj Pandit Jadhav alias Bhadale 25. Mrs. Shital Pandit Jadhav alias Bhadale, 26. Mrs. Sushma Sachin Ranawade, 27. Mrs. Shaileja Dattatraya Thorve, 28. Mr. Balasaheb Sitaram Bhadale, 29. Mrs. Kalavati Balasaheb Bhadale. Purchaser : Suryakant Kakade & Associates, Soul Space Projects Ltd. through Partner Mr. Suryakant Dattatraya Kakade. 4. Confirmation Deed : Dated 25/07/2007 registered at Sr. No. 5869/2007 in sub registrar Haveli No. 4 Pune. Consideration : 00/- Description of the property : All that piece and parcel of - 1. area admeasuring 02 Hectare 00 Ares of Gat No. 1321 Hissa No. 1 (Old Gat No. 2307), 2. area admeasuring 02 Hectare 00 Ares of Gat No. 1321 Hissa No. 2 (Old Gat No. 2307), 3. area admeasuring 02 Hectare 39 Ares of Gat No. 1321 Hissa No. 3 (Old Gat No. 2307), 4. area admeasuring 01 Hectare 59 Ares of Gat No. 1321 Hissa No. 4 (Old Gat No. 2307),

5. area admeasuring 01 Hectare 60 Ares of Gat No. 1321 Hissa No. 5 (Old Gat No. 2307), 6. area admeasuring 01 Hectare 60 Ares of Gat No. 1321 Hissa No. 6 (Old Gat No. 2307), 7. area admeasuring 01 Hectare 60 Ares of Gat No. 1321 Hissa No. 7 (Old Gat No. 2307), i.e. total area 12 Hectare 78 Ares, situated at Village Wagholi, Taluka Haveli, District Pune. Party No. 1 : Mr. Arun Sampatrao Patil. Party No. 2 : 1. Suryakant Kakade & Associates through Prop. Mr. Suryakant Dattatraya Kakade, 2. Sanghavi Erectors Pvt. Ltd. through Director Mr. Anilkumar Sanghavi. 5. Notice of Lis Pendense : Dated 18/04/2012 registered at Sr. No. 3489/2012 in sub registrar Haveli No.1 Pune. Consideration : 00/- Description of the property : All that piece



and parcel of area 02 Hectare 85 Ares out of total area 12 Hectare 78 Ares of Gat No.1321 Hissa No.1 to 7, situated at Village Wagholi, Taluka Haveli, District Pune (Special Civil Suit No. 49/2009, Civil Judge Senior Division, Pune ). Party : M/s. Bharati Constructions through Partner 1. Mrs. Rajlaxmi S. Bharati 2. Mr. Rajaram Jaywantrao Lokhande. 6. Notice of Lis Pendense : Dated 30/09/2013 registered at Sr. No. 7063/2013 in sub registrar Haveli No.15, Pune. Consideration : 00/- Description of the property : All that piece and parcel of - 1. area admeasuring 02 Hectare 00 Ares of New Gat No. 1321 Hissa No. 1, 2. area admeasuring 02 Hectare 00 Ares of New Gat No. 1321 Hissa No. 2, 3. area admeasuring 02 Hectare 39 Ares of New Gat No. 1321 Hissa No. 3, 4. area admeasuring 01 Hectare 59 Ares of New Gat No. 1321 Hissa No. 4, 5. area admeasuring 01 Hectare 60 Ares of New Gat No. 1321 Hissa No. 5, 6. area admeasuring 01 Hectare 60 Ares of New Gat No. 1321 Hissa No. 6, 7. area admeasuring 01 Hectare 60 Ares of New Gat No. 1321 Hissa No. 7, (Gat No.2307), situated at Village Wagholi, Taluka Haveli, District Pune. Party : Shreevastav Mukesh Onkarnath through Power of Attorney Holder Mr. Vijay Balkrushna Aher.

7. Gift Deed : Dated 07/08/2013 registered at Sr. No. 9137/2013 in sub registrar Haveli No. 10 Pune. Consideration : 00/- Description of the property : All that piece and parcel of area admeasuring 00 Hectare 76.68 Ares out of total area admeasuring 12 Hectare 78 Ares of Gat No. 1321 Hissa No. 1 to 7 situated at Village Wagholi, Taluka Haveli, District Pune. Party No. 1 : Mr. Subhash Sitaram Goel through Power of Attorney Holder Mr. Mahavir R. Agarwal. Party No. 2 : Mr. Atul J. Goel through Power of Attorney Holder Mr. Amit J. Goel. 8. Gift Deed : Dated 07/08/2013 registered at Sr. No. 9138/2013 in sub registrar Haveli No.10 Pune. Consideration : 00/- Description of the property : All that piece and parcel of area admeasuring 01 Hectare 15 Ares out of area admeasuring 12 Hectare 78 Ares of Gat No. 1321 Hissa No. 1 to 7 situated at Village Wagholi, Taluka Haveli, District Pune. Party No. 1 : 1.Mr. Rajendra Sitaram Goel through Power of Attorney Holder Mr. Amul Rajendra Goel 2. Mr. Umesh Sitaram Goel through Power of Attorney Holder Mr. Amul Rajendra Goel Party No. 2 : Mr. Amit Jayprakash Goel.

9. Sale Deed : Dated 07/08/2013 registered at Sr. No. 9150/2013 in sub registrar Haveli No.10 Pune. Consideration : 11,37,00,000/- Description of the property : All that piece and parcel of area admeasuring 02 Hectare 00 Ares, 02 Hectare 00 Ares, 02 Hectare 39 Ares, 01 Hectare 59 Ares, 01 Hectare 60 Ares, 01 Hectare 60 Ares and 01 Hectare 60 Ares i.e. total area 12 Hectare 78 Ares respectively of Gat No.1321 Hissa No.1 to 7 (Old Gat No.2307), situated at Village Wagholi, Taluka Haveli, District Pune. Vendor : Smt. Lilabai Sitaram Bhadale, Consenting Party : 1. Mr. Dwarkadas Ramkisan Nyati through Power of Attorney Holder Mr. Santosh Gaikwad 2. Mt. Nitin Dwarkadas Nyati through Power of Attorney Holder Mr. Santosh Gaikwad 3. Mr. Aslam Abdulla Haji. Purchaser : 1.Goel Ganga Developers India Pvt. Ltd. through Director Mr. Jayprakash Sitaram Goel through Power of Attorney Holder Mr. Amit J. Goel, 2. Mr. Jayprakash Sitaram Goel. 10. Release Deed : Dated 31/05/2016 registered at Sr. No. 4988/2016 in sub registrar Haveli No. 7 Pune. Consideration : 00/- Description of the property : All that piece and parcel of - A. total undivided share area admeasuring 04 Hectare 64 Ares of Gat No.165, B. total undivided share area admeasuring 01 Hectare 60 Ares of Gat No. 1321 Hissa No.5, C. total undivided share area admeasuring 00 Hectare 61 Ares of Gat No.1336 Hissa No.1, D. total undivided share area admeasuring 01 Hectare 68 Ares of Gat No.1336 Hissa No.3, E. total undivided share area admeasuring 01 Hectare 44 Ares of Gat No.1336 Hissa No.6, situated at Village Wagholi, Taluka Haveli, District Pune. Party No. 1 : Mrs. Suvarna Niles Gadute (name after marriage), - Mrs. Suvarna Popat Jadhav (name before marriage). Party No. 2 : 1. Mr. Atul Popat Jadhav, 2. Mr. Sitaram Popat Jadhav 3. Smt. Ranjana Popat Jadhav. 11. Release Deed : Dated 10/01/2018 registered at Sr. No. 197/2018 in sub registrar Haveli No. 7 Pune. Consideration : 00/- Description of the property : All that piece and parcel of



- A. undivided share area admeasuring 01 Hectare 60 Ares of Gat No. 1321 Hissa No.7, B. undivided share area admeasuring 00 Hectare 61 Ares of Gat No.1336 Hissa No.1, C. undivided share area admeasuring 01 Hectare 68 Ares of Gat No.1336 Hissa No.3, D. undivided share area admeasuring 01 Hectare 44 Ares of Gat No.1336 Hissa No.5, E. undivided share area admeasuring 04 Hectare 61 Ares of Gat No.165, situated at Village Wagholi, Taluka Haveli, District Pune. Party No. 1 : 1. Mrs. Shaileja Dattatraya Thorave, 2. Mrs. Mangala alias Mangal Pandit Jadhav. Party No. 2 : Mr. Yuvraj Pandit Jadhav.

12. Mortgage Deed : Dated 06/06/2019 registered at Sr. No. 9316/2019 in sub registrar Haveli No. 11 Pune. Consideration : 225,00,00,000/- Description of the property : All that piece and parcel of - 1. area admeasuring 12 Hectare 78 Ares i.e. 127800 Sq. Mtrs. of New Gat No. 1321 Hissa No. 1 to 7 (Old Gat No. 2307), 2. area admeasuring 04 Hectare 40.53 Ares i.e. 44053.79 Sq. Mtrs. out of total area admeasuring 19 Hectare 08 Ares of New Gat No.1343 Hissa No.A/2 (Old Gat No.2329) situated at Village Wagholi, Taluka Haveli, District Pune. Mortgagor : Goel Ganga India Pvt. Ltd. through Director Mr. Atul Jayprakash Goel through Power of Attorney Holder Mr. Amit J. Goel and others Mortgagee : IDBI Trusteeship Services Limited through Authorized Signatory Mrs. Manasi Manoj Pataki. 13. Hypothecation : Dated 11/06/2019 registered at St. No. 13177/2019 in sub registrar Haveli No.10, Pune. Consideration : 225,00,00,000/- Description of the property : As per mentioned in the Document Party No. 1 : Goel Ganga India Pvt. Ltd. through Director Mr. Atul J. Goel and others. Party No. 2 : IDBI Trusteeship Services Limited through Authorized Signatory Mr. Gourav Jeswani.

13. Reconveyance Deed dated 08.12.2021 registered in the Office of the Sub Registrar, Haveli No. 11 at Sr. No. 19133/2021 in respect of Land bearing Gat. No. 1) Gat. No. 132111 adm.02 H. 00 R., 2) Gat. No. 1321/2 adm. 02 H. 00 R., 3) Gat. No. 132113 adm.02 H. 39 R., 4) Gat. No. 132114 adm.01 H. 59 R., 5) Gat. No. 1321/5 adm. 01 H. 60 R., 6) Gat. No. 1321/6 adm. 01 H. 60 R., and 7) Gat. No. 132117 adm.01 H. 60 R total adm. 12 H.78 R Situated at Village Wagholi, Taluka Haveli, Dist Pune executed by IDBI Trastiship Services Ltd through it's Authorized Signatory Mr. Shivdasan Menan in favour M/s .Goel Ganga Developers India Pra. Ltd through it's Director Mr. Jayprakash Sitaram Goyal through it's Poa Mr. Ajay T. Mishra and others.

14. Conveyance Deed dated 08.12.2021 registered in the Office of the Sub Registrar, Haveli No. 11 at Sr. No. 19134/2022 in respect of Land bearing Gat. No. 1) Gat No. 1321/1 adm.02 H. 00 R., 2) Gat. No. 1321/2 adm. 02 H. 00 R., 3) Gat. No. 1321/3 adm. 02 H. 39 R., 4) Gat. No. 1321/4 adm.01 H. 59 R., 5) Gat. No. 1321/5 adm.01 H. 60 R., 6) Gat. No. 1321/6 adm. 01 H. 60 R., and 7) Gat. No. 1321/7 adm. 01 H. 60 R total adm. 12 H. 78 R Situated at Village Wagholi, Taluka Haveli, Dist Pune executed by M/s .Goel Ganga Developers India Private Ltd through it's Director Mr. Jayprakash Sitaram Goel and others in favour M/s. Intofinity Promoters Pvt.Ltd. through it,s Director Mr. Vinit K. Goel.

15. Agreement to Sell dated 31/03/2022 registered on 01/07/2022 with the office of Sub-Registrar Haveli No. 5 at Serial No. 12603/2022 executed by Intofinity Promoters Private Limited therein referred to as the Vendor and Vilas Javdekar Infinitee Developers Private Limited therein referred to as the Purchaser,

16. Power of Attorney 31/03/2022 registered on 01/07/2022 with the office of Sub-Registrar Haveli No. 5 at Serial No. 12604/2022 executed by Vilas Javdekar Infinitee Developers Private Limited in favour of Vilas Javdekar Infinitee Developers Private Limited



17. Deed of Conveyance dated 24/06/2022 registered on 01/07/2022 with the office of Sub-Registrar Haveli No. 5 at Serial No. 12607/2022 executed by Intofinity Promoters Private Limited in favour of Vilas Javdekar Infinitee Developers Private Limited
18. Power of Attorney 24/06/2022 registered on 01/07/2022 with the office of Sub-Registrar Haveli No. 5 at Serial No. 12608/2022 executed by Intofinity Promoters Private Limited in favour of Vilas Javdekar Infinitee Developers Private Limited

XIn the available Index II registers I have not found any other entry pertaining to the captioned property other than those mentioned in this Search Report. It is further clarified that, this is only with respect to the Index II registers perused and does not cover the other Index II registers not available for perusal. This search report is issued purely on the basis of Index II search made available at the Government Website of Department of Registration and Stamps, Government of Maharashtra, Pune [i.e. <http://www.igrmahrashtra.gov.in/>] and does not deal with any kind of search with respect to Record of Rights, registers and other relevant documents showing title with respect to the captioned property. I have paid the requisite search fees vide Receipt No. MH00449746120222E, dated 04/07/2022. Accordingly, my search report.

*PARMAR*  
PRASHANT PARMAR  
ADVOCATE

Date – 04.07.2022

