

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

**To,
MahaRERA
Mumbai**

LEGAL TITLE REPORT

Sub :- Title clearance certificate with respect to land admeasuring about 1520.00 Sq.Mtrs. from and out of the land bearing S.No. 271 Hissa No. 10 totally admeasuring 00 H 45 R i.e. 4500 Sq.Mtrs., situated at revenue village Bhugaon, Taluka Panchayat Samiti - Mulshi, District - Pune, which is within the jurisdiction of the Sub-Registrar, Mulshi, Pune, Maharashtra, India, within the jurisdiction of Sub-registrar Mulshi, and within the limits of PMRDA, Pune (hereinafter referred as the said "Plot").

I have investigated the title of the said plot on the request of (NIRMITEE UNIONS INFRA LLP) and following documents i.e. :-

1) Description of the property: S.No. 271 Hissa No. 10 totally admeasuring 00 H 45 R i.e. 4500 Sq.Mtrs., situated at revenue village Bhugaon, Taluka Panchayat Samiti - Mulshi, District - Pune, Maharashtra.

2) The documents of allotment of plot:

M/s. Global & Associates, through its partners Mr. Hitendra Bhowanji Patel & Mr. Jayant Vallabhdas Kaneriya, executed the Sale Deed and a Power of Attorney, both dated 26/09/2023, which have been registered at the office of Sub-registrar Mulshi-2 at Sr.Nos. 22588/2023 & 22589/2023, respectively, and thereby sold the said Property to M/s. Nirmitee Unicons Infra LLP, a limited liability partnership firm.



3) 7/12 extract or property card issued by Talathi from 1930 till 2022 & Property Card

4) Search report for 30 years from Adv. Kasturi Sakhare

2/- On perusal of the above mentioned documents and all other relevant documents relating to title of the said property I am of the opinion that the title of (following owner / promoter/ developer/ company) is clear, marketable and without any encumbrances, as per details and subject to observations and proceedings mentioned in my detailed Title Report dated 14/03/2024.

Owners of the land is - M/S. NIRMITEE UNICONS INFRA LLP, A limited liability partnership firm.

3/- The report reflecting the flow of the title of the (owner/ promoter/ developer/ company) on the said land is enclosed herewith as annexure.

Encl: Annexure Detailed Title Report

Date - 14/03/24

Regards


Shyam Taori
Advocate
Shyam Taori & Associates
Advocates




M/s. Nirmitee Unicons Infra LLP
Client

ANNEXURE - A

FLOW OF THE TITLE OF THE SAID LAND

1. The present report is only pertaining to the history of lands for last 30 years and not beyond that. On perusal of record it appears that, the owners / holders of the lands being parts / *hissas* of Survey No. 8, 261, 271 & 273 (with various parts), namely, Mr. Balaso Laxman Ingawale (*Khata* No. 283), Mr. Ramchanddra Namdeo Ingawale (*Khata* No. 264), Mr. Dattatray Namdeo Ingawale (*Khata* No. 117) and Mr. Bajirao Namdeo Ingawale (*Khata* No. 182) had divided their respective lands and had preferred an application dated 30/08/1994 with the Tahsildar, *Mulshi*, to record the partition their respective properties. The *Tahsildar* *Mulshi*, was pleased to pass the Order dated 10/10/1994, Under Section 85 of the Maharashtra Land Revenue Code 1966, and thereby effected the entry of partition and segregation of lands mentioned in such Application. As effect of such Order dated 10/10/1994, the land bearing Survey No. 271 Hissa No. 10 totally admeasuring 00 H 45 R, was allotted



to the share of Mr. Ramchandra Namdeo Ingawale, vide Mutation Entry No.3704. As such, Mr. Ramchandra Namdeo Ingawale became well and sufficiently entitled to the land bearing Survey No. 271 Hissa No. 10, admeasuring about 00 Hector 45 R, at revenue village Bhugaon, Taluka – Mulashi, District – Pune (referred as said **'Property'**).

2. It appears that, the Mr. Ramchardra Namdeo Ingawale alongwith Mr. Kailas Ramchandra Ingawale, Mr. Shivaji Ramchandra Ingawale & Mrs. Rangubai Janardan Chinchwade executed the Deed of Sale dated 09/11/2004, which has been registered at the office of Sub-registrar Mulshi at Sr.No.6886/2004; and thereby sold the said Property unto & in favour of Mr. Deepak Pandharinath Bhivpathaki & Mrs. Jyoti Deepak Bhivpathkai. On perusal of such Sale Deed dated 09/11/2004 is read that, Mr. Deepak Pandharinath Bhivpathaki & Mrs. Jyoti Deepak Bhivpathkai had paid the entire agreed consideration against the said Property to Mr. Ramchandra Namdeo Ingawale. In furtherance of such Sale Deed dated 09/11/2004, the names of Mr. Deepak Pandharinath Bhivpathaki & Mrs. Jyoti Deepak Bhivpathkai were recorded as to be the owner of the said Property in the main rights column of the 7/12 extract of the said Property, vide Mutation Entry No. 5381. As scuh, Mr. Deepak Pandharinath Bhivpathaki & Mrs. Jyoti Deepak Bhivpathkai became the owners of the said Property.
3. On perusal of the record it appears that, Mr. Deepak Pandharinath Bhivpathaki and Mrs. Jyoti Deepak Bhivpathkai, with consent of one Mr. Rahul Kailas Ingawale, executed a Deed of Conveyance dated 13/12/2012, which has been registered at the office of Sub-registrar Mulshi at Sr.No. 7512/2012; and thereby sold the said

Property unto & in favour of M/s. Global & Associates, a partnership firm registered as per the provisions of Indian Partnership Act, 1932, through its partners Mr. Hitendra Bhowanji Patel & Mr. Jayant Vallabhdas Kaneriya. It appears that, Mr. Rahul Kailas Ingawale was claiming to be holding the possession of said Property at relevant time, and hence he was joined as a Consenting Party to such Deed of Conveyance dated 13/12/2012.

As per such Deed of Conveyance dated 13/12/2012, M/s. Global & Associates appears to have paid the entire agreed consideration amount to Mr. Deepak Pandharinath Bhivpathki and Mrs. Jyoti Deepak Bhivpathaki, against the said Property. However, it is also seen from such Deed of Conveyance that, M/s. Global & Associates had agreed to pay the consideration in kind to Mr. Rahul Kailas Ingawale (i.e. Consenting Party to Deed of Conveyance dated 13/12/2012), by allotting & selling the residential tenements collectively admeasuring about 4,500 Sq.Ft. (Four Thousand Five Hundred Square Feet) considered for value worth Rs. 45,00,000/- (Rupees Forty Five Lakh Only), which remained unpaid.

4. It further appears that, Mr. Rahul Kailas Ingawale executed a Confirmation cum Correction Deed dated 05/06/2023, registered at the office of the Sub-Registrar, Mulshi-2, at Sr.No. 11721/2023, in favour of M/s. Global & Associates. As per such Confirmation cum Correction Deed, Mr. Rahul Kailas Ingawale and M/s. Global & Associates agreed to revise the terms regarding consideration agreed as per Deed of Conveyance dated 13/12/2012. As per the Confirmation cum Correction Deed, instead of / in lieu of the balance consideration (in kind) as per Deed of Conveyance dated 13/12/2012 i.e. residential tenements collectively admeasuring



about 4,500 Sq.Ft., Mr. Rahul Kailas Ingawale agreed to accept the monetary consideration amount Rs.45,00,000/- (Rupees Forty Five Lakh Only) as balance consideration as per Deed of Conveyance dated 13/12/2012. On perusal of the Confirmation cum Correction Deed dated 05/06/2023 it appears that, M/s. Global & Associates has paid such balance consideration amount of Rs. 45,00,000/- (Rupees Forty Five Lakh Only) to Mr. Rahul Kailas Ingawale and complied with its the obligation of payment of consideration amount as per the Deed of Conveyance dated 13/12/2012. Accordingly, M/s Global & Associates became well and sufficiently entitled to the said Property.

5. On perusal of the Mutation Entry No.8248 it appears that, in furtherance of the Government Circular dated 07/05/2016 regarding tallying the handwritten revenue records with the computerized revenue records, certain corrections were made in the 7/12 extract regarding various lands of the village Bhugaon, whereby the following correction was regarding the said Property -

Previous erroneous entry -

Holder of property - Jyoti Deepak Bhivpathki, *Potkharaba* - 0.0000.
Other Mutation No. - Nil

Corrected Entries -

Holder of property - Jyoti Deepak Bhivpathki, *Potkharaba* - 0.1200.
Newly added Mutation No. 7607

6. Further it appears that, M/s. Global & Associates, through its partners Mr. Hitendra Bhowanji Patel & Mr. Jayant Vallabhdas Kaneriya, executed the Sale Deed and a Power of Attorney, both dated 26/09/2023, which have been registered at the office of Sub-registrar Mulshi-2 at Sr.Nos. 22588/2023 & 22589/2023, respectively, and thereby sold the said Property to M/s. Nirmitee Unicons Infra LLP, a limited liability partnership firm, for total

consideration of Rs. 6,81,52,000/- (Rupees Six Crore Eighty One Lakh Fifty Two Thousand Only). On perusal of such Sale Deed dated 26/09/2023 it appears that, from and out of the total agreed consideration, M/s. Nirmitee Unicons Infra LLP has paid the part consideration amount (monetary consideration part) of Rs.4,47,00,000/- (Four Crore Forty Seven Lakh Only) to M/s. Global & Associates; and has agreed to pay the balance consideration in kind, in form of construction to be effected on the said property. As such, M/s. Nirmitee Unicons Infra LLP became well & sufficiently entitled to the said Property, subject to compliance of all obligations as per such Sal Deed dated 26/09/2023.

Litigations (if any) - No.

Date: 14/03/2024


Shyam Taori
Advocate
Shyam Taori & Associates
Advocates

