

Adv. Ashutosh K. Kolte
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Adv. Amit V. Kindare
M.Sc., LL.B., DCL
ADVOCATE

Date :- 07/01/2025

Format A

To,
MahaRERA

LEGAL TITLE REPORT

Subject: - Title Clearance Certificate with respect to S. No. 6 to 8/2/A1, 6 to 8/2/A2, 6 to 8/2/A3, 6 to 8/2/A4, and S. No. 10, with a total area of 13,474 Sq. Mtrs., out of which 9,42.73 Sq. Mtrs. has been registered for Legend Aaradhyam Phase I, situated at Village Maan, Taluka Mulshi, District Pune (hereinafter referred to as the "said plot").

I have investigated the title of the said plot on the request of M/S R J CONSTRUCTION, A PARTNERSHIP FIRM and following documents i.e.:

and following documents i.e.:-

- 1) Description of the property.
- 2) The documents of allotment of plot.

A) Copy of 7/12 Extract of Survey No.6, 7/1, 7/2, 8/2 & 10 of village Maan, Tal.- Mulshi, Dist.- Pune.

B) Copy of Mutation Entry No. 1607, 2097, 2189, 2606, 2667, 3013, 3317, 3690, 3864, 3986, 4142, 4246, 4445, 5190, 5349, 5782, 7385, 7837, 7840, 3189, 5176 for Survey No.6 of village Maan, Tal.- Mulshi, Dist.- Pune.

C) Copy of Mutation Entry No. 1554, 2924, 3370, 3394, 3705, 3830, 3952, 4024, 4343, 4415, 5783, 7385, 7837, 7840 for Survey No.7/1 of village Maan, Tal.- Mulshi, Dist.- Pune.

D) Copy of Mutation Entry No. 1554, 2924, 3360, 3394, 3605, 3830, 3952, 4024, 4343, 4415, 5783, 7385,





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7837, 7840 for **Survey No.7/2** of village **Maan**, Tal.-
Mulshi, Dist.- Pune.

E) Copy of Mutation Entry No. 1073, 1590, 1715, 2098, 2924, 3360, 3394, 3605, 3830, 3952, 4024, 4343, 4415, 5786, 7385, 7837, 7840 for **Survey No.8/2** of village **Maan**, Tal.- Mulshi, Dist.- Pune.

F) Copy of Mutation Entry No. 4498, 6544, 8560 for **Survey No.10** of village **Maan**, Tal.- Mulshi, Dist.- Pune.

3) Search report for the period of 30 years i.e. from 1992 to 2022

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 **S. No. 6 to 8/2/A1, 6 to 8/2/A2, 6 to 8/2/A3, 6 to 8/2/A4 and S. No. 10** totally area adm. about **01 Hecter 34.11 Ares**, as per various deeds and documents executed, it is seen that today **M/s R. J. Construction** has development rights in respect of said property, situated Village **Maan**, Tal. Mulshi, Dist. Pune is **clear, marketable** and **without any encumbrances**.

Owners of the land :-

a) Mr. Santosh Maruti Salunke and Tanaji Balu Salunke, S. No. 10 situated at Village Maan, Tal. Mulshi, Pune.

b) Mr. Prashant Ashok Bhosale and Mr. Sidharth Chintaman Bhosale, S. No. 10 situated at Village Maan, Tal. Mulshi, Pune.

c) M/S. R. J. Construction through partner Mr. Suresh Gopal Jadhav, S. No. 10 situated at Village Maan, Tal. Mulshi, Pune.

d) Smt. Sarla Ugra Mohan Nandkeolyar, Mr. Dilip Ugra Mohan Nandkeolyar, Mr. Ajay Ugra Mohan Nandkeolyar and Mr. Sanjay Ugra Mohan Nandkeolyar, S. No. 6 to 8/2/A1, 6 to





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8/2/A2, 6 to 8/2/A3, 6 to 8/2/A4 situated at Village Mann, Tal. Mulshi, Dist. Pune.

THEREFORE, by virtue of the said Sale Deeds and Development Agreement & Irrevocable Power of Attorney the said **M/S. R. J. Construction.**, became full owners of the said lands/property's and entrusted development rights of the said lands.

3. The report reflecting the flow of the title of the **S. No. 6 to 8/2/A1, 6 to 8/2/A2, 6 to 8/2/A3, 6 to 8/2/A4 and S. No. 10** is enclosed herewith as annexure.




Adv. Amit Vinayak Kindare
M.Sc. LL.,B., D.C.L.
Reg. No. MAH/5518/2024
Manjari Kh. Pune - 412307

Enclosures : Annexure.

Advocate

Date :- 07 January, 2025



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Date:

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FORMAT - A

FLOW OF THE TITLE OF THE SAID LAND

1. Copy of 7/12 Extract of Survey Nos. 6, 7/1, 7/2, 8/2, 10 of village Maan, Tal:-Haveli, Dist.:- Pune.
2. Copy of Mutation Entry No.
 - a) 1607, 2097, 2189, 2606, 2667, 3013, 3317, 3690, 3864, 3986, 4142, 4246, 4445, 5190, 5349, 5782, 7385, 7837, 7840, 3189, 5176 for Survey No.6 of village Maan, Tal.- Mulshi, Dist.- Pune.
 - b) Copy of Mutation Entry No. 1554, 2924, 3370, 3394, 3705, 3830, 3952, 4024, 4343, 4415, 5783, 7385, 7837, 7840 for Survey No.7/1 of village Maan, Tal.- Mulshi, Dist.- Pune.
 - c) Copy of Mutation Entry No. 1554, 2924, 3360, 3394, 3605, 3830, 3952, 4024, 4343, 4415, 5783, 7385, 7837, 7840 for Survey No.7/2 of village Maan, Tal.- Mulshi, Dist.- Pune.
 - d) Copy of Mutation Entry No. 1073, 1590, 1715, 2098, 2924, 3360, 3394, 3605, 3830, 3952, 4024, 4343, 4415, 5786, 7385, 7837, 7840 for Survey No.8/2 of village Maan, Tal.- Mulshi, Dist.- Pune.
 - e) Copy of Mutation Entry No. 4498, 6544, 8560 for Survey No.10 of village Maan, Tal.- Mulshi, Dist.- Pune.
3. A) Search report for survey No. 6,7/1,7/2,8/2 for 30 years from 1992 till 2022 Taken from Sub-Registrar office at **Mulshi (Paud)**, Pune, Maharashtra.
B) Search report for survey No. 10 for 08 years from 2014 till 2022 Taken from Sub-Registrar office at **Mulshi (Hinjewadi)**, Pune, Maharashtra.



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4. Flow of the said land for 08+ years from 2014 till 2022.

4.1 BRIEF HISTORY OF THE PROPERTY Survey No. 6, 7/1, 7/2, 8/2:-

a) SMT SARLA UGRA MOHAN NANDKEOLYAR, MR. DILIP UGRA MOHAN NANDKEOLYAR, MR. AJAY UGRA MOHAN NANDKEOLYAR and MR. SANJAY UGRA MOHAN NANDKEOLYAR (Hereinafter referred to as the "LANDOWNERS") are seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land situated within the Registration Sub District Taluka Mulshi, Dist. Pune and within the limits of Zilla Parishad, Pune and within the limits of PMRDA, Grampanchayat Mann bearing Survey no. 6, admeasuring 00 H 41 R, Survey no. 7 Hissa no. 1 admeasuring 00 H 05 R, Survey no. 7 Hissa no. 2 admeasuring 00 H 03 R and Survey no. 8 Hissa no. 2 admeasuring 00 H 31.07 R situated at revenue village Mann, Tal. Mulshi, Dist. Pune totally admeasuring and area of **00 H 80.07 R i.e. 8070 sq. mtrs.** more particularly described in the SCHEDULE written hereinafter referred to as the said "Land/Property" is owned by the said LAND OWNERS in their respective shares.

b) The Collector Pune Revenue Branch has granted the permission to use the said Land for Non Agricultural use and for construction of building/s as per plans sanctioned by the order bearing **No. PMA/NA/SR/181/12** dated 17/10/2012.

c) For lack of expertise, technical assistance and finance, the LAND OWNERS assigned the development rights of the said LAND to M/s. Sharma Construction Company herein by Development Agreement dated 24.01.2013 registered in the office of Sub-Registrar Mulshi (PAUD), Pune at Serial No. 407/2013 and the LAND OWNERS/ Consenting Party also executed Irrevocable Power of Attorney dated 24.01.2013 registered in the office of Sub-Registrar Mulshi (PAUD), as Serial No. 408/2013.





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- d) As per the terms and conditions of the Development Agreement the LAND OWNERS had given the Development rights of the said LAND subject to M/s. Sharma Construction Company giving 53% constructed area to the LAND OWNERS in the newly constructed building and accordingly M/s. Sharma Construction Company was to deliver the possession of the said 53% constructed areas to the LAND OWNERS. **M/s. Sharma Construction** Company had the right to construct, allot and to sell the units under 47% constructed area.
- e) M/s. Sharma Construction Company prepared the layout and plans of construction of Residential building/s and got the same sanctioned from the Town Planning under order bearing No. NABP/Mauze Mann/Tal.Mulshi/ S.No.6/1 and others/S.S.Pu/4004 dated 30/06/2014 and under the said Order, the Collector Pune Revenue Branch has granted the REVISED permission to use the said Land for Non Agricultural use and for construction of building/s as per plans sanctioned by the order bearing Kramank/पमअ/एनए/एसआर/308/14 dated 25/9/2014.
- f) M/s. Sharma Construction Company has got the building plan sanctioned from the office of Town Planning, Pune. M/s. Sharma Construction Company as on date got the plan sanctioned for construction of 2260.65 Sq. Mtrs. for residential building A and construction of 3492.18 Sq. Mtrs. for residential building B total 5752.83 sq. mtrs. area.
- g) M/s. Sharma Construction Company as on this date have partly completed the construction of B building. However there are pending works in all respect to finish the residential units as required for completion.
- h) M/s. Sharma Construction Company has entered into various registered greements for Sale with various Unit Holders/Flat Purchasers, and has received consideration from intending purchasers of Units therein. M/s. Sharma Construction Company has also handed over possession of the said Units to its purchasers. The details of the Units sold by M/s. Sharma Construction Company in Building B are 44 Units totally admeasuring about 3700 sq. mtrs. (39,802 sq.ft.) saleable area. M/s Sharma Construction Company have agreed to sell 2 shops/units of 54.83 sq.mtrs (590 sq. ft.). saleable area in building B and part consideration has been received by erstwhile developer for the same. Thus M/s Sharma Construction Company has agreed to sell 3752.50sq.mtrs. (40392 sq. ft.) saleable area in the B building.





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i) M/s. Sharma Construction Company declared that except the Units referred to hereinabove. M/s. Sharma Construction Company have not booked/allotted/sold any other Unit/s, Flats, in the said project to anyone.

j) M/s. Sharma Construction Company on account of financial restraint has not been able to honor the terms and conditions of the Development Agreement and has not being in a position to complete the construction of building B and to commence the construction of Building A. M/s. Sharma Construction Company therefore could not handover the constructed area of 53% to the LAND OWNERS as agreed within the stipulated time.

k) M/s. Sharma Construction Company declared that they are not in a position to develop and complete the remaining construction on the said LAND. Therefore M/s. Sharma Construction Company is assigning its right to develop and construct on the said LAND. M/s. Sharma Construction Company has assigned the said rights voluntarily on "as is where is" basis under Joint Development Agreement and Power of Attorney.

1) Ms. Sharma Construction Company has registered the said scheme under RERA.

m) M/s Sharma Construction Company has executed and registered the Flat Sale Agreements in respect of flats constructed in Building B in favour of 44 flat purchasers. The said 44 flat purchasers and amongst them 3 flat purchasers have not been given possession yet and rest have received actual physical possession of their respective flats. Some of the finishing work of the said Building B, and amenities assured are yet to be completed. M/s Sharma Construction Company have agreed to sale to Shop by taking part payment. The balance consideration in respect of 2 shops to be agreed to sell by Sharma Construction Company i.e. earlier Developer, shall be recovered /collected by the R. J. Construction i.e. Developer from the respective shop purchasers and R. J. Construction i.e. Developer shall be responsible and liable to execute agreements in favour of said shop purchasers. Amongst 44 flat purchasers in B building 3 flat purchasers are yet to be given possession and R.J. Construction i.e. Developer shall be liable and responsible to give possession to the said 3 flat purchasers.



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n) M/s Sharma Construction Company have applied to RERA Authority for permission to assign development rights in favour of R.J. Construction i.e. Developer by application dated 06/06/2019. After hearing The RERA Authority has granted permission as per the order dated 05/08/2019 as stated by terms and conditions mentioned in it.

o) The LAND OWNERS with the consent of M/s. Sharma Construction Company has agreed to give consent to assign the Development Rights as on "as is where is basis" as per the prevailing position/Status on the said LAND i.e. to complete the incomplete/remaining construction of building B, revise the earlier plans to complete the construction as per the such revised sanctioned plans and for construction of building A. The developer has agreed to develop the said LAND along with common amenities and facilities and complete the incomplete construction of B building and construct the A building. The entire construction is to be constructed at the costs, expenses of R.J. Construction i.e. Developer.

p) It is agreed that any Government taxes in respect of the sold units or any other taxes including GST or such taxes should be borne by M/s Sharma Construction Company only.

q) M/s R. J. Construction has taken over the responsibility to complete the Project /scheme as per the Commitments made by M/s. Sharma Construction Company under the RERA Registration.

r) M/s R. J. Construction agrees that they will revise the plan and revise the RERA Registration if required in order to be able to abide by the RERA Registration after the date of execution of the Joint Development Agreement and Power of Attorney.

s) The LAND OWNERS consented to the Developer to continue and complete the development of the said Land and complete the construction of incomplete B Building and construction of A Building hereinafter referred to as "the said property" on the terms and conditions recorded hereinafter and M/s. Sharma Construction Company have consented to the same.

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t) The Landowners and M/s Sharma Construction Company after adjudication have executed Joint Development Agreement and Power of torney on 16/03/2020 in favor of the Developer i.e. M/s R. J. Construction through partner Mr. Suresh Gopal Jadhav and Mr. Akkiratnaya Reddy in respect of the said property as mentioned above. The said Joint Development Agreement and Irrevocable Power of Attorney have been registered in the office of Sub Registrar, Mulshi- 2(Hinjwadi) bearing serial no. 6220/2020 and 6221/2020 on 16/06/2020 respectively

4.2 BRIEF HISTORY OF THE PROPERTY Survey No. 10:-

A)The land/property's bearing situated on land bearing Survey No. 10 total admeasuring about 00 Hector 54.04 Ares., its assessment 5 Rs. 00 Paise out of it area admeasuring 00 Hector 07 Ares., situated at Village Maan, within the registration District Pune, Sub-District Taluka Mulshi within the local limits of Maan Grampanchayat and also within the limits of Zilla Parishad Panchayat Samittee and also within the limits of Sub-Registrar Mulshi, Pune was owned by **M/S Abhishek Builder through partner Mr. Vinod Mukthinath Sharma,**

Thereafter, M/S Abhishek Builder through partner Mr. Vinod Mukthinath Sharma sale the said land to **M/S. R. J. Construction through partner Mr. Suresh Gopal Jadhav.** The said Sale Deed Register at Sub-Reg office Mulshi 2 at Sr. No 6228/2020 on dt. 16/06/2020. their names have been recorded in to revenue record of rights and 7/12 extract, of the said property **Mutation Entry No.8560** as the absolute owners. The said owner are in actual possession of the said property.

B and C) And Survey No. 10 total admeasuring about 00 Hector 54.04 Ares., its assessment 5 Rs. 00 Paise out of it area admeasuring 00 Hector 40.04 Ares., situated at Village Maan, within the registration District Pune, Sub-District Taluka Mulshi within the local limits of Maan Grampanchayat and also within the limits of Zilla Parishad Panchayat Samittee and also within the limits of Sub-Registrar Mulshi, Pune was owned by **Mr. Santosh Maruti Salunke and Tanaji Balu Salunke.**

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Thereafter, the said **Mr. Santosh Maruti Salunke and Tanaji Balu Salunke**, by a registered Development & Irrevocable Power of Attorney entrusted development rights of the said lands to **M/S Abhishek Builder through partner Mr. Vinod Mukthinath Sharma.**, The said Development Agreement & Irrevocable Power of Attorney is registered in the office of Sub-Registrar Mulshi 2 at Sr.No.6291/2014 & 6292/2014 dated 05/08/2014. and 3257/2014 and 3258/2014.

Thereafter, the said **Mr. Santosh Maruti Salunke and Tanaji Balu Salunke, and M/S Abhishek Builder through partner Mr. Vinod Mukthinath Sharma.**, by a registered Development & Irrevocable Power of Attorney entrusted development rights of the said lands to **M/S. R. J. Construction through partner Mr. Suresh Gopal Jadhav, Mr. Ratnaya Reddy Chennapeddya Akki, Tirupati Venkat Reddy Palagulla and Mutyala Narayana Reddy.** The said Development Agreement & Irrevocable Power of Attorney is registered in the office of Sub- Registrar Mulshi 2 at Sr.No.6222/2020 & 6223/2020 dated 16/06/2020 and 6226/2020 & 6227/2020.

D) And Survey No. 10 total admeasuring about 00 Hector 54.04 Ares., its assessment 5 Rs. 00 Paise out of it area admeasuring 00 Hector 07 Ares., situated at Village Maan, within the registration District Pune, Sub-District Taluka Mulshi within the local limits of Maan Grampanchayat and also within the limits of Zilla Parishad Panchayat Samithee and also within the limits of Sub-Registrar Mulshi, Pune was owned by **Mr. Prashant Ashok Bhosale and Mr. Sidharth Chintaman Bhosale.**



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Thereafter, the said **Mr. Prashant Ashok Bhosale** and **Mr. Sidharth Chintaman Bhosale** by a registered Development & Irrevocable Power of Attorney entrusted development rights of the said lands to M/S to **M/S. R. J. Construction** through partner **Mr. Suresh Gopal Jadhav** and **Mr. Ratnaya Reddy Chennapeddy Akki**, The said Development Agreement & Irrevocable Power of Attorney is registered in the office of Sub-Registrar Mulshi 2 at Sr.No.2596/2022 & 2597/2022 dated 16/02/2022.

Thus by virtue of the said Sale Deeds and Development Agreement & Irrevocable Power of Attorney the said **M/S. R. J. Construction**, became full owners of the said lands/property's and entrusted development rights of the said lands.

5. Any other relevant title- **NIL**
6. **No any Litigations found in this Property.**




7.1.25
Adv. Amit Vinayak Kindare
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Reg. No. MAH/5518/2024
Manjari Kh. Pune - 412307

Date: 07 January, 2025.

Advocate.