

# M/S. RAJIV PATEL & ASSOCIATES

ADVOCATES

25, United Apartments, 1st Floor, 2407, Gen. Thimayya Marg. (East Street), Pune - 411001.

Ref No. :

Date :

## CERTIFICATE OF TITLE

**RE: The contiguous block of land admeasuring Hectares 02=54.44 Ares formed of all those pieces and parcels of land or ground admeasuring Hectares 00=03.84 Ares, Hectares 00=23.80 Ares and Hectares 00 = 23.80 Ares being portions out of land admeasuring Hectares 00=51 Ares, Hectares 00=60 Ares and Hectares 00=60 Ares bearing Hissa Nos.1A, 1B and 1C respectively of land bearing Survey No.70A situate lying and being at Village Ghorpadi, within the Registration Sub-District of Taluka Pune City, District Pune and within the limits of the Municipal Corporation of Pune and of lands admeasuring Hectares 01=15 Ares and Hectares 00 = 88 Ares bearing Hissa Nos.2 and 3 respectively of land bearing Survey No.70A, Village Ghorpadi, Taluka Pune City, District Pune and which contiguous block of land admeasuring Hectares 02=54.44 Ares is bounded as follows, that is to say:-**

On or towards the East : By Nine Metre Wide Road under Section 205 of the Bombay Provincial Municipal Corporations Act, 1949.

On or towards the South : By land bearing Survey No.70A/4, Ghorpadi.

On or towards the West : By Nallah.

On or towards the North : Partly by land bearing Survey No.70A/1 and partly by land bearing Survey No.71, Ghorpadi.

We have been instructed by CAPRI GLOBAL CAPITAL LIMITED, a company limited by shares incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 1-B, Court Chambers, 35, Sir Vithaldas Thackersey Marg, New Marine Lines, Mumbai 400020, to investigate the title of **(1) M/S.YASHVASTU**



TRUE COPY  
*Rajiv Patel*  
M/S. Rajiv Patel & Associates  
Advocates, 25, United Apts.,  
2407, East Street, Pune - 1

DEVELOPERS, a partnership firm having its Registered Office at 768/18, Ahinsa Apartment, Deccan Gymkhana Road, Pune 411004 to the portions admeasuring Hectares 00 = 03.84 Ares, Hectares 00 = 23.80 Ares, Hectares 00 = 23.80 Ares and Hectares 00 = 86 out of the lands bearing Hissa Nos.1A, 1B, 1C and 2 respectively of land bearing Survey No.70A, Ghorpadi, Pune and to the land bearing Survey No.70A Hissa No.3, Ghorpadi, Pune and **(2)** M/S.NAVDURGA ASSOCIATES, a partnership firm having its Registered office at A1/2, Rambaug Colony Navi Peth, Pune 411030 to the portion admeasuring Hectares 00=29 Ares out of land bearing Survey No.70A Hissa No.2, Ghorpadi, Pune. We have carried out such investigation and our observations in respect thereof are as under:

**(I) PORTION ADMEASURING HECTARES 00=03.84 ARES OUT OF LAND BEARING SURVEY NO.70A HISSA NO.1A, GHORPADI, PUNE.**

1. One Shankar Krishnaji Borate and Bapurao Krishnaji Borate were the owners of land then admeasuring 05 Acres 04 Gunthas bearing Survey No.70A Hissa No.1, Ghorpadi, Pune.
2. The said Bapurao Krishnaji Borate died intestate on 22.12.1946, leaving behind him as his only heirs and next-of-kin his four sons namely, Gajanan, Shivram, Vinayak and Vithal Bapurao Borate. The names of the said heirs of the said Late Bapurao Krishnaji Borate were entered on the VII/XII Extract pertaining to the said land bearing Survey No.70A Hissa No.1, Ghorpadi, Pune as the holders of the share earlier held by the said Late Bapurao Krishnaji Borate therein vide Mutation Entry No.1278 dated 02.07.1947.
3. Vide a Deed of Partition dated 28.01.1947, the said Shankar Krishnaji Borate and the said heirs of the said Late Bapurao Krishnaji Borate partitioned the said land bearing Survey No.70A Hissa No.1, Ghorpadi, Pune and certain other lands

in Village Ghorpadi, Pune jointly held by them amongst themselves and, on such partition, the said land bearing Survey No.70A Hissa No.1, Ghorpadi, Pune came to the share of the said heirs of the said Late Bapurao Krishnaji Borate. Effect of such partition was given on the VII/XII Extract pertaining to the said land bearing Survey No.70A Hissa No.1, Ghorpadi, Pune vide Mutation Entry No.1302 dated 25.05.1948.

4. Pursuant to an amicable settlement arrived at by and between the parties to Civil Suit No.9 of 1966 then pending in the Court of the Joint Civil Judge, Senior Division, Pune at Pune, the said land bearing Survey No.70A Hissa No.1, Ghorpadi, Pune came to the share of Vinayak Bapurao Borate. Accordingly, the names of the said Gajanan, Shivram and Vithal Bapurao Borate were deleted from the VII/XII Extract pertaining to the land bearing Survey No.70A Hissa No.1, Ghorpadi, Pune as the co-holders thereof vide Mutation Entry No.1916 dated 24.02.1968.
5. The provisions of the Maharashtra Weights and Measures Act, 1958 and of the Indian Coinage Act, 1955 were made applicable to Village Ghorpadi vide Mutation Entry No.2045 dated 1.01.1971 and the area of the said land bearing Survey No.70A Hissa No.1, Village Ghorpadi, Pune was shown to be Hectares 02=06 Ares instead of 05 Acres 04 Gunthas as shown earlier.
6. Vide a Deed of Sale dated 04.08.1989, the said Vinayak Bapurao Borate assigned, transferred, assured and conveyed a portion admeasuring Hectares 00=10 Ares out of the said land bearing Survey No.70A Hissa No.1, Village Ghorpadi to/in favour of Rohinton Kaikhushru Irani and Pratibha Rohinton Irani. The said portion so conveyed by the said Vinayak Bapurao Borate to the said Rohinton Kaikhushru Irani Irani was assigned "Hissa No.1B" of Survey No.70A,



Ghorpadi, Pune while the remaining holding admeasuring Hectares 01=96 Ares of the said Vinayak Bapurao Borate was assigned "Hissa No.1A" of Survey No.70A, Ghorpadi, Pune vide Mutation Entry No.2736 dated 04.09.1991.

7. Pursuant to the Order of the Tahasildar, Pune City bearing No.Watap/Case/4/93 dated 04/10/1993 made under the provisions of Section 85 of the Maharashtra Land Revenue Code, 1966, the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune was partitioned between the said Vinayak Bapurao Borate and members of his Family and, on such partition, portions out of the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune came to the respective shares of the following members of the Family of the said Vinayak Bapurao Borate and which were assigned separate Hissa Numbers as mentioned against their respective names hereinbelow:-

Name of the Holder	Area (in Hectares=Ares)	Survey No./Hissa No.
Vinayak Bapurao Borate	00 = 51	Survey No.70A Hissa No.1A
Rajkumar Vinayak Borate	00 = 60	Survey No.70A Hissa No.1A/1
Ajit Vinayak Borate	00 = 60	Survey No.70A Hissa No.1A/2
Rohini Vilas Pingale	00 = 10	Survey No.70A Hissa No.1A/3
Rajni Prakash Kodre	00 = 10	Survey No.70A Hissa No.1A/4

Effect of such partition was given on the VII/XII Extract pertaining to the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune vide Mutation Entry No.2944 dated 08.10.1993.

8. The said Vinayak Bapurao Borate alienated portions out of the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune and the residual area

thereof admeasuring Hectares 00=17 Ares was retained by the said Vinayak Bapurao Borate.

9. Pursuant to the Order of the Tahasildar, Pune City dated 05/03/1999 made under the provisions of Section 85 of the Maharashtra Land Revenue Code, 1966, the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune and the land bearing Survey No.50/1+3/4A+4B/2, Ghorpadi, Pune were partitioned between the said Vinayak Bapurao Borate and his son namely, the Ajit Vinayak Borate, and, on such partition, the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune came to the share of the said Vinayak Bapurao Borate. Effect of such partition was given on the VII/XII Extract pertaining to the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune vide Mutation Entry No.4415 dated 05.03.1999.

10. The said Vinayak Bapurao Borate died intestate on 28.01.1999, leaving behind him as his only heirs and next-of-kin his widow namely, Rukmini Vinayak Borate, his two sons namely, Rajkumar and Ajit Vinayak Borate, and his two married daughters namely, Rohini Vilasrao Pingale and Rajni Prakashrao Kodre. The names of the said heirs of the said Late Vinayak Bapurao Borate were entered on the VII/XII Extract pertaining to the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune as the holders of the said portion admeasuring Hectares 00=17 Ares of the said Land bearing Survey No.70A Hissa No.1A, Ghorpadi vide Mutation Entry No.5025 dated 27.12.2000.

11. Vide a Deed of Release dated 31.07.2000 (duly registered under Serial No.5203 of 2000 with the Sub-Registrar, Haveli, Pune), the said Rohini Vilasrao Pingale and Rajni Prakashrao Kodre released all and whatsoever their right, title and interest in the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune to/in favour of the said Rukmini, Rajkumar and Ajit Vinayak Borate. The names



of the said Rohini Vilasrao Pingale and Rajni Prakashrao Kodre were deleted from the VII/XII Extract pertaining to the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune as the holders of shares therein vide Mutation Entry No.5026 dated 27.12.2000.

12. Vide a Deed of Sale dated 15.09.2008 (duly registered under Serial No.7911 of 2008 with the Sub-Registrar, Haveli I, Pune), the said Rukminibai Vinayak Borate, Rajkumar aka Balasaheb Vinayak Borate and members of his Family and the said Ajit Vinayak Borate and members of his Family assigned, transferred, assured and conveyed, inter alia, a portion admeasuring Hectares 00=03.84 Ares out of the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune to/in favour of the said M/s.Yashvastu Developers. The name of the said M/s.Yashvastu Developers was entered on the VII/XII Extract pertaining to the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune as the holders of the said portion admeasuring Hectares 00=03.84 Ares thereof vide Mutation Entry No.7329 dated 26.09.2008.

**(II) PORTIONS ADMEASURING HECTARES 00=23.80 ARES AND HECTARES 00=23.80 ARES OUT OF LANDS BEARING HISSA NOS.1B AND 1C OF SURVEY NO.70A, GHORPADI, PUNE.**

1. As stated above, one Shankar Krishnaji Borate and Bapurao Krishnaji Borate were the owners of land then admeasuring 05 Acres 04 Gunthas bearing Survey No.70A Hissa No.1, Ghorpadi, Pune.

2. As stated above, the said Bapurao Krishnaji Borate died intestate on 22.12.1946, leaving behind him as his only heirs and next-of-kin his four sons namely, Gajanan, Shivram, Vinayak and Vithal Bapurao Borate. The names of the said heirs of the said Late Bapurao Krishnaji Borate were entered on the VII/XII Extract pertaining to the said land bearing Survey No.70A Hissa No.1, Ghorpadi, Pune as the holders of the share earlier held by the said Late Bapurao Krishnaji Borate therein vide Mutation Entry No.1278 dated 02.07.1947.
3. As stated above, vide a Deed of Partition dated 28.01.1947, the said Shankar Krishnaji Borate and the said heirs of the said Late Bapurao Krishnaji Borate partitioned the said land bearing Survey No.70A Hissa No.1, Ghorpadi, Pune and certain other lands in village Ghorpadi, Pune jointly held by them amongst themselves and, on such partition, the said land bearing Survey No.70A Hissa No.1, Ghorpadi, Pune came to the share of the said heirs of the said Late Bapurao Krishnaji Borate. Effect of such partition was given on the VII/XII Extract pertaining to the said land bearing Survey No.70A Hissa No.1, Ghorpadi, Pune vide Mutation Entry No.1302 dated 25.05.1948.
4. As stated above, pursuant to an amicable settlement arrived at by and between the parties to Civil Suit No.9 of 1966 then pending in the Court of the Joint Civil Judge, Senior Division, Pune at Pune, the said land bearing Survey No.70A Hissa No.1, Ghorpadi, Pune came to the share of Vinayak Bapurao Borate. Accordingly, the names of the said Gajanan, Shivram and Vithal Bapurao Borate were deleted from the VII/XII Extract pertaining to the land bearing Survey No.70A Hissa No.1, Ghorpadi, Pune as the co-holders thereof vide Mutation Entry No.1916 dated 24.02.1968.



5. As stated above, the provisions of the Maharashtra Weights and Measures Act, 1958 and of the Indian Coinage Act, 1955 were made applicable to Village Ghorpadi vide Mutation Entry No.2045 dated 1.01.1971 and the area of the said land bearing Survey No.70A Hissa No.1, Village Ghorpadi, Pune was shown to be Hectares 02=06 Ares instead of 05 Acres 04 Gunthas as shown earlier.
6. As stated above, vide a Deed of Sale dated 04.08.1989, the said Vinayak Bapurao Borate assigned, transferred, assured and conveyed a portion admeasuring Hectares 00=10 Ares out of the said land bearing Survey No.70A Hissa No.1, Village Ghorpadi to/in favour of Rohinton Kaikhushru Irani and Pratibha Rohinton Irani. The said portion so conveyed by the said Vinayak Bapurao Borate to the said Rohinton Kaikhushru Irani Irani was assigned "Hissa No.1B" of Survey No.70A, Ghorpadi, Pune while the remaining holding admeasuring Hectares 01=96 Ares of the said Vinayak Bapurao Borate was assigned "Hissa No.1A" of Survey No.70A, Ghorpadi, Pune vide Mutation Entry No.2736 dated 04.09.1991.
7. As stated above, pursuant to the Order of the Tahasildar, Pune City bearing No.Watap/Case/4/93 dated 04/10/1993 made under the provisions of Section 85 of the Maharashtra Land Revenue Code, 1966, the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune was partitioned between the said Vinayak Bapurao Borate and members of his Family and, on such partition portions out of the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune came to the respective shares of the following members of the Family of the said Vinayak Bapurao Borate and which were assigned separate Hissa Numbers as mentioned against their respective names hereinbelow:-

Name of the Holder	Area (in Hectares=Ares)	Survey No./Hissa No.
Vinayak Bapurao Borate	00 = 51	Survey No.70A Hissa No.1A
Rajkumar Vinayak Borate	00 = 60	Survey No.70A Hissa No.1A/1
Ajit Vinayak Borate	00 = 60	Survey No.70A Hissa No.1A/2
Rohini Vilas Pingale	00 = 10	Survey No.70A Hissa No.1A/3
Rajni Prakash Kodre	00 = 10	Survey No.70A Hissa No.1A/4

Effect of such partition was given on the VII/XII Extract pertaining to the said land bearing Survey No.70A Hissa No.1A, Ghorpadi, Pune vide Mutation Entry No.2944 dated 08.10.1993 and a separate Revenue Record pertaining to the lands Hissa Nos.1A/1 and 1A/2 of Survey No.70A, Ghorpadi, Pune were opened and the names of the said Rajkumar Vinayak Borate and the said Ajit Vinayak Borate were shown as the holders of the lands Hissa Nos.1A/1 and 1A/2 respectively of Survey No.70A, Ghorpadi, Pune vide the said Mutation Entry No.2944.

8. Portions admeasuring 308.99 sq. mtrs. and 306.10 sq.mtrs out of the said lands bearing Hissa Nos.1A/1 and 1A/2 respectively of Survey No.70A, Ghorpadi, Pune were acquired by Pune Municipal Corporation for widening of the public road adjoining the said lands and the name of the Municipal Corporation of Pune was entered on the VII/XII Extracts pertaining to the said lands bearing Hissa Nos.1A/1 and 1A/2 of Survey No.70A, Ghorpadi, Pune as the holders of the said portions thereof vide Mutation Entry No.6157 dated 13.02.2004.
9. Pursuant to the Order of the Tahasildar, Pune City bearing No. RTS / 7/12/ SGN /1536/04 dated 26/10/2004 the said lands bearing Hissa Numbers "1A/1"



and "1A/2" of Survey No.70A were assigned New Hissa Numbers, namely, "1B" and "1C" respectively of Survey No.70A, Ghorpadi, Pune vide Mutation Entry No. 6311 dated 25/10/2004.

10. Vide a Deed of Sale dated 15.09.2008 (duly registered under Serial No.7911 of 2008 with the Sub-Registrar, Haveli I, Pune), the said Rukminibai Vinayak Borate, Rajkumar aka Balasaheb Vinayak Borate and members of his Family and the said Ajit Vinayak Borate and members of his Family assigned, transferred, assured and conveyed, interalia, portions admeasuring Hectares 00=08.80 Ares and Hectares 00=08.80 Ares out of their respective holdings in the said lands bearing Hissa Nos.(new) 1B and 1C of Survey No.70A, Ghorpadi, Pune to/in favour of the said M/s.Yashvastu Developers. The name of the said M/s.Yashvastu Developers was entered on the VII/XII Extracts pertaining to the said lands bearing Hissa Nos.1B and 1C of Survey No.70A, Ghorpadi, Pune as the holders of the said portions admeasuring Hectares 00=08.80 Ares and Hectares 00=08.80 Ares thereof respectively vide Mutation Entry No.7329 dated 26.09.2008.

11. Vide a Deed of Exchange dated 14.01.2010 (duly registered under Serial No.484 of 2010 with the Sub-Registrar, Haveli I, Pune) made by and between the said Rajukumar aka Balasaheb Vinayakrao Borate & Ajit Vinayakrao Borate (therein referred to jointly as "the Parties of the One Part) and the said M/s.Yashvastu Developers (therein referred to as "the Party of the Second Part), in consideration of the said Rajukumar aka Balasaheb Vinayakrao Borate & Ajit Vinayakrao Borate assigning, transferring, assuring and conveying their respective portions admeasuring Hectares 00=15 Ares and Hectares 00=15 Ares out of their respective lands bearing Hissa Nos.1B and 1C of Survey No.70A, Ghorpadi, Pune in favour of the said M/s.Yashvastu Developers, the said M/s.Yashvastu Developers assigned, transferred, assured and conveyed a

portion admeasuring Hectares 00=30.64 Ares out of land bearing Survey No.50 Hissa No.1/3E, Ghorpadi, Pune, portion admeasuring Hectares 00=02.5967 Ares out of land bearing Survey No.51 Hissa No.1A, Ghorpadi, Pune and a portion admeasuring Hectares 00=02.298 Ares out of land bearing Survey No.68 Hissa No.1, Ghorpadi, Pune to/in favour of the said Rajukumar aka Balasaheb Vinayakrao Borate & Ajit Vinayakrao Borate. Effect of such Exchange has been given on the VII/XII Extracts pertaining to the said lands Hissa Nos.1B and 1C of Survey No.70A, Ghorpadi, Pune vide Mutation Entry No.7560 dated 20.01.2010.

**(III) LANDS ADMEASURING HECTARES 01=15 ARES AND HECTARES 00=88 ARES BEARING HISSA NOS.2 AND 3 OF SURVEY NO.70A, GHORPADI, PUNE.**

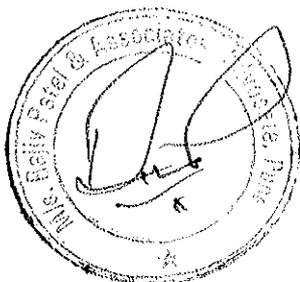
1. One Shankar Krishnaji Borate and Bapurao Krishnaji Borate were the owners of lands then admeasuring 02 Acres 34 Gunthas and 02 Acres 07 Gunthas bearing Hissa Nos.2 and 3 respectively of Survey No.70A, Ghorpadi, Pune.
2. The said Bapurao Krishnaji Borate died intestate on 22.12.1946, leaving behind him as his only heirs and next-of-kin his four sons namely, Gajanan, Shivram, Vinayak and Vittal Bapurao Borate. The name of the said Gajanan Bapurao Borate (as Karta and Manager of the Hindu Undivided Family of the said Bapurao Krishnaji Borate) was entered on the VII/XII Extracts pertaining to the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune as the holder of the share earlier held by the said Late Bapurao Krishnaji Borate therein vide Mutation Entry No.1278 dated 02.07.1947.



3. Vide a Deed of Partition dated 28.01.1947, the said Shankar Krishnaji Borate and the said heirs of the said Late Bapurao Krishnaji Borate partitioned the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune and certain other lands in village Ghorpadi, Pune amongst them and, on such partition, the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune came to the share of the said Shankar Krishnaji Borate. Effect of such partition was given on the VII/XII Extracts pertaining to the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune vide Mutation Entry No.1302 dated 25.05.1948.
4. The said Shankar Krishnaji Borate died intestate on 01.08.1959, leaving behind him as his only heirs and next-of-kin his widow namely, Krishnabai Shankar Borate, his four sons namely, Ramkrishna, Sadashiv, Chandrakant and Pralhad Shankar Borate, and his one married daughter namely, Gangubai Mahadeo Bodke. The name of the said Ramkrishna Shankar Borate (as Karta and Manager of the Hindu Undivided Family of the said Shankar Krishnaji Borate) was entered on the VII/XII Extracts pertaining to the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune as the holder thereof vide Mutation Entry No.1652 dated 16.11.1959.
5. The provisions of the Maharashtra Weights and Measures Act, 1958 and of the Indian Coinage Act, 1955 were made applicable to Village Ghorpadi vide Mutation Entry No.2045 dated 1.01.1971 and the areas of the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Village Ghorpadi, Pune were shown to be Hectares 01=15 Ares and Hectares 00=88 Ares instead of 02 Acres 34 Gunthas and 02 Acres 07 Gunthas respectively as shown earlier.
6. The said Krishnabai Shankar Borate died intestate on 16.07.1969, leaving behind her as her only heirs and next-of-kin her four sons namely, the said

Ramkrishna, Sadashiv, Chandrakant and Pralhad Shankar Borate and her one married daughter namely, the said Gangubai Mahadeo Bodke.

7. The said Ramkrishna Shankar Borate died intestate on 23.03.1994, leaving behind him as his only heirs and next-of-kin his widow namely, Vatsala Ramkrishna Borate, his three sons namely, Ramesh, Kiran and Vinay Ramkrishna Borate, his seven married daughters namely, Suman aka Meena Madhukar Tayade, Pushpalata Gulabrao Ladkat, ,Sudha Sampatrao Shinde, Surekha Lahuji Jagtap, Sunita Ravindra Nanavare, Bharti Shirish Wagh and Jyoti aka Gulab Prakash Jagtap, his three brothers namely, the said Sadashiv, Chandrakant and Pralhad Shankar Borate and the heirs of his deceased sister, Gangubai Mahadeo Bodke, i.e. her five sons namely, Subhash, Ashok, Arun, Rasik and Shekhar Mahadeo Bodke and her one married daughter namely, Ratanbai Ramesh Dagde. Save and except the said Jyoti aka Gulab Prakash Jagtap, the other six daughters of the said Ramkrishna Shankar Borate [i.e. Suman aka Meena Madhukar Tayade, Pushpalata Gulabrao Ladkat, Sudha Sampatrao Shinde, Surekha Lahuji Jagtap, Sunita Ravindra Nanavare and Bharti Shirish Wagh] have released all and whatsoever their right, title and interest in the said lands Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune vide a Deed of Release dated 22.11.1994, duly registered under Serial No.6032 of 1994 with the Sub-Registrar, Haveli I, Pune] the names of all the other heirs of the Late Ramkrishna Borate i.e. Vatsala, Ramesh, Kiran and Vinay Ramkrishna Borate, Gulab Prakash Jagtap, Sadashiv, Chandrakant and Pralhad Shankar Borate and the said heirs of the said deceased (Gangubai Mahadeo Bodke), i.e. the said Subhash, Ashok, Arun, Rasik, Shekhar Mahadeo Bodke and Ratanbai Ramesh Dagde were entered on the VII/XII Extracts pertaining to the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune as the holders thereof vide Mutation Entry No.3658 dated 01.10.1996.



8. The said Subhash Mahadeo Bodke died intestate on 03.06.1997, leaving behind him as his only heirs and next-of-kin his widow namely, Kusum Subhash Bodke and his two sons namely, Nilesh and Hitesh Subhash Bodke. The names of the said heirs of the said Late Subhash Mahadeo Bodke were entered on the VII/XII Extracts pertaining to the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune as the holders of the share earlier held by the said Late Subhash Mahadeo Bodke therein vide Mutation Entry No.7326 dated 26.09.2008.
9. Vide an Agreement for Development dated 01.01.1998 (duly registered under Serial No.568 of 1998 with the Sub-Registrar, Haveli III, Pune) executed by and between, inter alia, the said Pralhad Shankar Borate and members of his Family of the One Part and M/s.Pinac Developers, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its Office at 265/A/1, Shaniwar Peth, Pune 411030 of the Other Part, the said Pralhad Shankar Borate and members of his Family granted rights of development of a portion admeasuring 2059.20 sq.mtrs out of their holding in the said land bearing Survey No.70A Hissa No.3, Ghorpadi, Pune to/in favour of the said M/s.Pinac Developers at or for the consideration and on the terms and conditions therein contained. However, vide a Deed of Cancellation dated 30.06.2008 (duly registered under Serial No.5645 of 2008 with the Sub-Registrar, Haveli I, Pune), the said parties mutually terminated the said Agreement for Development dated 01.01.1998.
10. Vide an Agreement for Development dated 31.01.1998 (duly registered under Serial No.563 of 1998 with the Sub-Registrar, Haveli III, Pune) executed by and between, inter alia, the said Chandrakant Shankar Borate and members of his Family of the One Part and the said M/s.Pinac Developers of the Other Part, the said Chandrakant Shankar Borate and members of his Family granted rights

of development of a portion admeasuring 2059.20 sq.mtrs out of their holding in the said land bearing Survey No.70A Hissa No.3, Ghorpadi, Pune to/in favour of the said M/s.Pinac Developers at or for the consideration and on the terms and conditions therein contained. However, vide a Deed of Cancellation dated 30.06.2008 (duly registered under Serial No.5646 of 2008 with the Sub-Registrar, Haveli I, Pune), the said parties mutually terminated the said Agreement for Development dated 31.01.1998.

11. Vide an Agreement for Development dated 31.01.1998 (duly registered under Serial No.563 of 1998 with the Sub-Registrar, Haveli III, Pune) executed by and between, interalia, the said Pralhad Shankar Borate and members of his Family of the One Part and the said M/s.Pinac Developers of the Other Part, the said Pralhad Shankar Borate and members of his Family granted rights of development of a portion admeasuring 2691 sq.mtrs out of their holding in the said land bearing Survey No.70A Hissa No.2, Ghorpadi, Pune to/in favour of the said M/s.Pinac Developers at or for the consideration and on the terms and conditions therein contained. However, vide a Deed of Cancellation dated 27.06.2008 (duly registered under Serial No.5616 of 2008 with the Sub-Registrar, Haveli I, Pune), the said parties mutually terminated the said Agreement for Development dated 31.01.1998.

12. Vide an Agreement for Development dated 31.01.1998 (duly registered under Serial No.562 of 1998 with the Sub-Registrar, Haveli III, Pune) executed by and between, interalia, the said Chandrakant Shankar Borate and members of his Family of the One Part and the said M/s.Pinac Developers of the Other Part, the said Chandrakant Shankar Borate and members of his Family granted rights of development of a portion admeasuring 2691 sq.mtrs out of their holding in the said land bearing Survey No.70A Hissa No.2, Ghorpadi, Pune to/in favour of the said M/s.Pinac Developers at or for the consideration and on the terms and



conditions therein contained. However, vide a Deed of Cancellation dated 27.06.2008 (duly registered under Serial No.5617 of 2008 with the Sub-Registrar, Haveli I, Pune), the said parties mutually terminated the said Agreement for Development dated 31.01.1998.

13. Vide an Agreement for Development dated 03.02.1998 (duly registered under Serial No.614 of 1998 with the Sub-Registrar, Haveli III, Pune) executed by and between, inter alia, the said Vatsalabai Ramkrishna Borate, Ramesh Ramkrishna Borate, Kiran Ramkrishna Borate, Vinay Ramkrishna Borate and the members of their respective Families of the One Part and the said M/s.Pinac Developers of the Other Part, the said Vatsalabai Tamkrishna Borate and Others granted rights of development of a portion admeasuring 2021.80 sq.mtrs out of their holding in the said land bearing Survey No.70A Hissa No.3, Ghorpadi, Pune to/in favour of the said M/s.Pinac Developers at or for the consideration and on the terms and conditions therein contained. However, vide a Deed of Cancellation dated 27.06.2008 (duly registered under Serial No.5615 of 2008 with the Sub-Registrar, Haveli I, Pune), the said parties mutually terminated the said Agreement for Development dated 03.02.1998.

14. Vide an Agreement for Development dated 03.02.1998 (duly registered under Serial No.613 of 1998 with the Sub-Registrar, Haveli III, Pune) executed by and between, inter alia, the said Vatsalabai Ramkrishna Borate, Ramesh Ramkrishna Borate, Kiran Ramkrishna Borate, Vinay Ramkrishna Borate and the members of their respective Families of the One Part and the said M/s.Pinac Developers of the Other Part, the said Vatsalabai Tamkrishna Borate and Others granted rights of development of a portion admeasuring 2642.125 sq.mtrs out of their holding in the said land bearing Survey No.70A Hissa No.2, Ghorpadi, Pune to/in favour of the said M/s.Pinac Developers at or for the consideration and on the terms and conditions therein contained. However,

vide a Deed of Cancellation dated 27.06.2008 (duly registered under Serial No.5618 of 2008 with the Sub-Registrar, Haveli I, Pune), the said parties mutually terminated the said Agreement for Development dated 03.02.1998.

15. Vide an Agreement for Development dated 12.02.1998 (duly registered under Serial No.821 of 1998 with the Sub-Registrar, Haveli III, Pune) executed by and between, interalia, the said heirs of the said Late Gangubai Mahadeo Bodke and Subhash Mahadeo Bodke of the One Part and the said M/s.Pinac Developers of the Other Part, the said heirs of the said Late Gangubai Mahadeo Bodke and Subhash Mahadeo Bodke granted rights of development of their collectively holding admeasuring 1299.20 sq.mtrs in the said lands bearing Survey No.70A Hissa Nos.2 and 3, Ghorpadi, Pune to/in favour of the said M/s.Pinac Developers at or for the consideration and on the terms and conditions therein contained. However, vide a Deed of Cancellation dated 30.06.2008 (duly registered under Serial No.5647 of 2008 with the Sub-Registrar, Haveli I, Pune), the said parties mutually terminated the said Agreement for Development dated 12.02.1998.

16. The said Sadashiv Shankar Borate died intestate on 17.08.2000, leaving behind him as his only heirs and next-of-kin his widow namely, Kamal Sadashiv Borate, his three sons namely, Hemant, Nitin and Rakesh Sadashiv Borate and his four married daughters namely, Mangal Ravindra Jadhav, Sushma Rameshchandra Patel, Kalpana Jinkar Mali and Subhanghi Mohandas Nair. The names of the said heirs of the said Late Sadashiv Shankar Borate were entered on the VII/XII Extracts pertaining to the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune as the holders of the share earlier held by the said Late Sadashiv Shankar Borate therein vide Mutation Entry No.5879 dated 10.12.2002.



17. The said Pralhad Shankar Borate died intestate on 19.09.2006, leaving behind him as his only heirs and next-of-kin his widow namely, Kusum Pralhad Borate, his son namely, Dhaval Pralhad Borate, and his one daughter namely, Charusheela Pralhad Borate. The names of the said heirs of the said Late Pralhad Shankar Borate were entered on the VII/XII Extracts pertaining to the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune as the holders of the share earlier held by the said Late Pralhad Shankar Borate therein vide Mutation Entry No.7325 dated 26.09.2008.
18. Vide an Agreement for Development dated 10.05.2000 (duly registered under Serial No.3168 of 2000 with the Sub Registrar, Haveli III, Pune), the said Jyoti aka Gulab Prakash Jagtap (being the daughter of the said Late Sadashiv Shankar Borate) granted rights of development of her Undivided Share in the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune to/in favour of Sajidbhai Yusufbhai Dahodwala (Electricwala) at or for the consideration and on the terms and conditions therein contained.
- 18(a). Vide an Agreement for Development dated 09.01.2007 (duly registered under Serial No.289 of 2007 with the Sub Registrar, Haveli VII, Pune), the said Jyoti aka Gulab Prakash Jagtap, Pushpalata Gulabrao Ladkat and Surekha Lahuji Jagtap (being the daughters of the said Late Sadashiv Shankar Borate) [by the hands of their duly constituted attorney, Sajidbhai Yusufbhai Dahodwala (Electricwala)], granted/purported to grant rights of development [with the consent of the said Sajidbhai Yusufbhai Dahodwala (Electricwala)] of their collective Undivided Share in the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune to/in favour of M/s.Shanti Construction at or for the consideration and on the terms and conditions therein contained.

18(b). Vide an Agreement for Development dated 16.10.2007 (duly registered under Serial No.8805 of 2007 with the Sub Registrar, Haveli XI, Pune), the said Jyoti aka Gulab Prakash Jagtap, Pushpalata Gulabrao Ladkat and Surekha Lahuji Jagtap [by the hands of their duly constituted attorney, Sajidbhai Yusufbhai Dahodwala (Electricwala)], granted/purported to grant rights of development [with the consent of the said Sajidbhai Yusufbhai Dahodwala (Electricwala) and M/s.Shanti Construction] of their collective Undivided Share in the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune to/in favour of Anand Babasaheb Jadhav at or for the consideration and on the terms and conditions therein contained.

18(c). Vide a Deed of Sale dated 14.03.2008 (duly registered under Serial No.2780 of 2008 with the Sub Registrar, Haveli XI, Pune), the said Jyoti aka Gulab Prakash Jagtap, Pushpalata Gulabrao Ladkat and Surekha Lahuji Jagtap [by the hands of their duly constituted attorney, Sajidbhai Yusufbhai Dahodwala (Electricwala)], [with the consent of the said Sajidbhai Yusufbhai Dahodwala (Electricwala) and M/s.Shanti Construction] assigned, transferred, assured and conveyed/purported to assign, transfer, assure and convey their collective Undivided Share and all and whatsoever their right, title and interest in the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune to/in favour of the said Anand Babasaheb Jadhav. The name of the said Anand Babasaheb Jadhav was entered on the VII/XII Extract pertaining only to the said land bearing Hissa No.2 of Survey No.70A, Ghorpadi, Pune as the holder of the said Undivided Share vide Mutation Entry No.7376 dated 10.12.2010.

18(d).Vide a Deed of Sale dated 15.04.2008 (duly registered under Serial No.3478 of 2008 with the Sub Registrar, Haveli X, Pune), the said Anand Babasaheb Jadhav assigned, transferred, assured and conveyed his said Undivided Share



in the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune to/in favour of the said M/s.Yashvastu Developers. The name of the said M/s.Yashvastu Developers was entered on the VII/XII Extract pertaining only to the said land bearing Hissa No.2 of Survey No.70A, Ghorpadi, Pune as the holder of area admeasuring 258.80 sq.mtrs thereof vide Mutation Entry No.7377 dated 10.12.2010.

19. Vide an Agreement for Development dated 07.02.2006 (duly registered under Serial No.980 of 2006 with the Sub Registrar, Haveli XI, Pune), the said heirs of the said Late Sadashiv Shankar Borate and the members of their respective families granted rights of development of their collective Undivided Share in the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune to/in favour of Ravindra Navpatlal Sankla at or for the consideration and on the terms and conditions therein contained.

19(a). Vide a Deed of Sale dated 15.04.2008 (duly registered under Serial No.3484 of 2008 with the Sub Registrar, Haveli X, Pune), the said heirs of the said Late Sadashiv Shankar Borate and the members of their respective families [with the consent of the said Ravindra Navpatlal Sankla] assigned, transferred, assured and conveyed their collective holding and all and whatsoever their right, title and interest in the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune to/in favour of the said M/s.Yashvastu Developers. The name of the said M/s.Yashvastu Developers was entered on the VII/XII Extracts pertaining to the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune as the holders of portions thereof admeasuring 2838 sq.mtrs and 2171.40 sq.mtrs thereof respectively vide Mutation Entry No.7328 dated 26.09.2008.

20. Vide an Agreement for Development dated 30.11.2006 (duly registered under Serial No.9376 of 2006 with the Sub Registrar, Haveli VII, Pune), the said Chandrakant Shankar Borate and members of his family, the said heirs of the said Late Ramkrishna Shankar Borate and the members of their respective families [save and except his said three daughters, namely, Pushpalata Gulabrao Ladkat, Jyoti aka Gulab Prakash Jagtap and the said Sunita Ravindra Nanavare], the said heirs of the said Late Pralhad Shankar Borate and the members of their respective families and the said heirs of the said Late Gangubai Mahadeo Bodke and the members of their respective families granted rights of development of their collective holding in the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune to/in favour of the said M/s.Navdurgta Associates at or for the consideration and on the terms and conditions therein contained.

20(a). Vide a Deed of Sale dated 20.08.2008 (duly registered under Serial No.5855 of 2008 with the Sub Registrar, Haveli VII, Pune), the said Chandrakant Shankar Borate and members of his family, the said heirs of the said Late Ramkrishna Shankar Borate and the members of their respective families [save and except his said three daughters, namely, Pushpalata Gulabrao Ladkat, Jyoti aka Gulab Prakash Jagtap and the said Sunita Ravindra Nanavare], the said heirs of the said Late Pralhad Shankar Borate and the members of their respective families and the said heirs of the said Late Gangubai Mahadeo Bodke and the members of their respective families assigned, transferred, assured and conveyed their said collective holding admeasuring 8662.37 sq.mtrs and 6628.60 sq.mtrs and all and whatsoever their right, title and interest in the said lands bearing Hissa Nos.2 and 3 respectively of Survey No.70A, Ghorpadi, Pune to/in favour of the said M/s.Navdurga Associates. The name of the said M/s.Navdurga Associates was entered on the VII/XII Extracts pertaining to the said lands bearing Hissa Nos.2



and 3 of Survey No.70A, Ghorpadi, Pune as the holder of the said areas therein vide Mutation Entry No.7330 dated 26.09.2008.

21. In the circumstances, the said M/s.Yashvastu Developers came to hold portions admeasuring 2837.625 sq.mtrs and 2171.40 sq.mtrs in the said lands bearing Hissa Nos.2 and 3 respectively of Survey No.70A, Ghorpadi, Pune and the said M/s.Navdurga Associates came to hold portions admeasuring 8662.375 sq.mtrs and 6628.60 sq.mtrs in the said lands bearing Hissa Nos.2 and 3 respectively of Survey No.70A, Ghorpadi, Pune.
22. Vide a Deed of Sale dated 22.09.2009 (duly registered under Serial No.6414 of 2009 with the Sub Registrar, Haveli I, Pune), read with a Deed of Correction thereto dated 09.02.2010 (duly registered under Serial No.1529 of 2010 with the Sub Registrar, Haveli I, Pune), the said M/s.Navdurga Associates assigned, transferred, assured and conveyed portions admeasuring 1016.90 sq.mtrs and 6628.60 sq.mtrs (out of their said holdings admeasuring 8662.375 sq.mtrs and 6628.60 sq.mtrs) out of the said lands bearing Hissa Nos.2 and 3 respectively of Survey No.70A, Ghorpadi, Pune to/in favour of the said M/s.Yashvastu Developers. The name of the said M/s.Yashvastu Developers was entered on the VII/XII Extracts pertaining to the said lands bearing Hissa Nos.2 and 3 of Survey No.70A, Ghorpadi, Pune as the holder of the said portions admeasuring 1016.90 sq.mtrs and 6628.60 sq.mtrs therein respectively vide Mutation Entry No.7559 dated 20.01.2010.
23. Vide a Deed of Sale dated 24.09.2009 (duly registered under Serial No.6403 of 2009 with the Sub Registrar, Haveli II, Pune), the said M/s.Navdurga Associates assigned, transferred, assured and conveyed a portion admeasuring 4745.50 sq.mtrs (out of their said remaining holding admeasuring 7645.475 sq.mtrs) out of

the said land bearing Hissa No.2 of Survey No.70A, Ghorpadi, Pune to/in favour of the said M/s.Yashvastu Developers. The name of the said M/s.Yashvastu Developers was entered on the VII/XII Extract pertaining to the said land bearing Hissa No.2 of Survey No.70A, Ghorpadi, Pune as the holder of the said portion admeasuring 4745.50 sq.mtrs therein vide Mutation Entry No.7558 dated 20.01.2010.

**(IV)** In the above circumstances, the said M/s.Yashvastu Developers is the holder of the following portions/land out of Survey No.70A, Ghorpadi, Pune:

Survey No./Hissa No.	Area (in sq.mtrs)	Area held by the said M/s.Yashvastu Developers (in sq.mtrs)
70A/1A	5100	384
70A/1B	6000	2380
70A/1C	6000	2380
70A/2	11500	8600
70A/3	8800	8800

**(V)** In the above circumstances, the said M/s.Navdurga Associates is the holder of a portion admeasuring 2900 sq.mtrs out of Survey No.70A Hissa No.2, Ghorpadi, Pune.

**(VI)** Vide a "Construction Agreement" dated 28.09.2009 (duly registered under Serial No.6412 of 2009 with the Sub-Registrar, Haveli II, Pune), the said M/s. Navdurga Associates appointed the said M/s.Yashvastu Developers as its Contractor for construction of a Building on the said portion out of land bearing Survey No.70A Hissa No.2, Ghorpadi held by the said M/s. Navdurga Associates.

**(VII)** Vide his Order dated 22.10.2013 bearing No.PMH/NA/SR/9/2013, the Collector, District Pune has permitted conversion of the user of a portion admeasuring



22444 sq.mtrs (out of the above captioned contiguous block of land) to "Non-Agricultural" under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966. The said M/s.Yashvastu Developers have made Application to the Office of the Collector, District Pune for permission for conversion of the user of the remaining portion admeasuring 3000 sq.mtrs. out of the above captioned contiguous block of land under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966. In view of the fact that the above captioned land falls in the "Residential" Zone under the Development Plan for the City of Pune which has been made and implemented under the provisions of the Maharashtra Regional and Town Planning Act, 1966 and further, as, under the provisions of Section 42A (1) of the Maharashtra Land Revenue Code, 1966, no prior permission of the Collector is required for conversion of the user of any land held on "Class I" Occupancy tenure for any purpose as defined in the applicable Development Plan, in our opinion, the said M/s.Yashvastu Developers can create a valid mortgage even in respect of the said portion admeasuring 3000 sq.mtrs. in favour of Capri Global Capital Limited.

**(VIII)** The said M/s.Yashvastu Developers procured sanction of the Municipal Corporation of Pune (vide its Commencement Certificate dated 10.07.2015 bearing No.CC/1093/15) in respect of a Building Layout and Plans in respect of the construction to be constructed by the said M/s.Yashvaastu Developers on the above captioned contiguous block of land. By virtue of the fact that the said portions admeasuring 384 sq.mtrs., 2380 sq.mtrs. and 2380 sq.mtrs. out of the lands admeasuring 5100 sq.mtrs., 6000 sq.mtrs. and 6000 sq.mtrs. bearing Hissa Nos.1A, 1B and 1C respectively of Survey No.70A, Ghorpadi were purchased by the said M/s.Yashvastu Developers and the same have been included in the said building layout sanctioned by the Municipal Corporation of Pune, the said

portions stand sub-divided from the remaining portions out of the said lands bearing Hissa Nos.1A, 1B and 1C respectively of Survey No.70A, Ghorpadi.

- (IX)** As part of investigation of the title of the said M/s.Yashvastu Developers and M/s.Navdurga Associates to their respective holdings in the above captioned contiguous block of land, we have inspected the relevant Revenue Record pertaining to the said lands bearing Hissa Nos.1A, 1B, 1C, 2 and 3 of Survey No.70A, Ghorpadi, Pune from the year 1953-54 onwards. Such inspection of the Revenue Record has not disclosed any fact or circumstance prejudicial to the title of the said M/s.Yashvastu Developers and M/s.Navdurga Associates to their respective holdings in the above captioned contiguous block of land.
- (X)** We have had search of the available, unmutilated and relevant Index II Records in the Offices of the concerned Sub-Registrars, Taluka Haveli, District Pune for the past thirty years carried out in respect of the said lands presently bearing Hissa Nos.1A, 1B, 1C, 2 and 3 of Survey No.70A, Ghorpadi, Pune. Such search also of has not disclosed any outstanding encumbrance, charge, doubt or claim or any entry prejudicial to the title of the said M/s.Yashvastu Developers and M/s.Navdurga Associates to their respective holdings in the above captioned contiguous block of land.
- (XI)** As part of the investigation of the title of the said M/s.Yashvastu Developers and M/s.Navdurga Associates to their respective holdings in the above captioned contiguous block of land, we had Notices in the usual form published in the daily newspapers, "Indian Express" and "Prabhat", and which Notices appeared on 12.02.2016. We have received no objection or claim from any person or party in response to our said Notices.



(XII) We have inspected all original documents of title pertaining to the above captioned contiguous block of land which are in the possession or power of the said M/s.Yashvastu Developers and M/s.Navdurga Associates.

As a result of such investigation of title carried out by us, we are of the opinion that the title of the said M/S.YASHVASTU DEVELOPERS and M/S.NAVDURGA ASSOCIATES to their said holdings in the above captioned contiguous block of land is free, clear and marketable and that there are no outstanding encumbrances, charges, doubts or claims on or in respect thereof as far as can be diligently ascertained.

Dated this 14<sup>th</sup> day of March, 2016.



M/S.RAJIV PATEL & ASSOCIATES

A handwritten signature in black ink, appearing to be "Rajiv Patel".

PROPRIETOR

A handwritten signature in black ink, appearing to be "Rajiv Patel", with a "TRUE COPY" stamp overlaid on it.

M/s. Rajiv Patel & Associates  
Advocate, 25, United Apts.,  
2407, East Street, Pune - 1