



CHALLAN  
MTR Form Number-6



GRN	MH010800280202425E	BARCODE			Date	25/11/2024-10:28:05	Form ID	
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Search Fee Other Items			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)				
Office Name	HVL10_HAVELI 10 JOINT SUB REGISTRAR			Full Name	Adv Arif Nadaf			
Location	PUNE			Flat/Block No.				
Year	2024-2025 From 01/01/2024 To 25/11/2024			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street				
0030094404 SEARCH FEE		25.00		Area/Locality	Pune			
				Town/City/District				
				PIN				
				Remarks (If Any)	Search for 1 yrs of Survey No 36 of Mahamadwadi Pune			
				Amount In	Twenty Five Rupees Only			
Total	25.00		Words					
Payment Details	STATE BANK OF INDIA			FOR USE IN RECEIVING BANK				
Cheque-DD Details		Bank CIN	Ref. No.	00050552024103177870	IK0CZLUYG9			
Cheque/DD No.		Bank Date	RBI Date	25/11/2024-10:28:05	Not Verified with RBI			
Name of Bank		Bank-Branch	STATE BANK OF INDIA					
Name of Branch		Scroll No. , Date	Not Verified with Scroll					

Department ID :

Mobile No. : 9273404056

NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document

sadr calada "Tajp Ae"i pomcMaT" maQyao oamaud karNaasaaZlca laagau Aaho,lr karNaamSaaZl ikMiaa oaaodMNal oa kraiaayacyaa dstalMsaazl laagau oahil.

**Arif M. Nadaf**  
ADVOCATE

317, Siddhivinayak Konhar,  
Narpatgiri Chowk,  
Pune-411011.

Ref:

Date: 25/11/2024

To Whomsoever It May Concern

Subject: - Search Report of Property bearing Survey No. 36/2 of  
Mahamadwadi, Taluka Haveli, District, Pune.

Respected Sir,

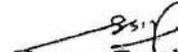
As per your instruction I have taken search of above referred  
property from the Year 2024 from the official website  
[www.igrmaharashtra.com](http://www.igrmaharashtra.com), thereof my search report is as follows: -

Year	Index II
2024	No Entry

\*Subject to up gradation of index II record of the year.

Hence this Search Report, I hereby enclosed the original search  
receipt bearing No. MH010600280202425E of 2024.

Thanking you,

  
Yours Faithfully  
Arif M. Nadaf  
Advocate

P. M. KHIRE  
B. Sc. (Hons.) LL. B.  
Advocate

"SAKET"  
44/54, Navsahyadri Society,  
Parijat Lane, Karvenagar,  
Pune - 411 052  
Tel. : 25462224 / 67685669  
Email : [pmkhire@gmail.com](mailto:pmkhire@gmail.com)

Date : 02.12.2024

FORMAT – A  
(Circular No. : 28/2021)

To,  
Maha RERA  
Housefin Bhavan, Plot No.C-21,  
E-Block, Bandra Kurla Complex,  
Bandra (E), Mumbai 400051.

### LEGAL TITLE REPORT

**Sub. :** Title clearance certificate with respect to S.No.36 Hissa No.2 situated at Mohammadwadi, Taluka Haveli, District Pune (hereinafter referred as the "said Property")

I have investigated the title of the said Property on the request of M/S LANDMARK VENTURES and following documents i.e.:-

#### 1. DESCRIPTION OF THE PROPERTY -

All that piece and parcel of land and ground, situated within the Registration, Sub-Dist, Taluka Haveli, Dist. Pune and within the limits of the Pune Municipal Corporation, bearing S.No.36, Hissa No.2, Mouje Mohammadwadi, Pune admeasuring an area of 32 Are i.e. 3200 Sq.mtrs. (out of which area admeasuring 229.45 Sq.mtrs. handed over to PMC for road widening) and bounded as follows :-

On or towards the East : By S.No.36/3 and 36/17  
On or towards the South : By S.No.28  
On or towards the West : By S.No.36/1  
On or towards the North : By S.No.38



2. **THE DOCUMENTS OF ALLOTMENT OF PROPERTY -**

- a] Copies of 7/12 extracts
- b] Copies of Mutation Entries
- c] Copy of Demarcation Plan
- d] Copy of Sale Deed dated 25.09.1987
- e] Copy of Partition Deed dated 18.11.1987
- f] Copy of Affidavit dated 26.09.2008 of Mrs. Shama Ramdas Kamthe
- g] Copy of extract of Demarcation of the Deputy Engineer, Development Scheme No.2 P.M.C.
- h] Affidavit of Shama Ramdas Kamthe dated 26.09.2008
- i] Public Notice issued in Daily Prabhat on 15.10.2008
- j] Search Report dated 18.12.2008, 07.03.2012, 06.02.2013, 11.09.2014, 04.04.2017, 26.06.2018, 09.12.2020, 29.11.2022, 08.04.2024 and 25.11.2024.
- k] Copy of Title Opinion dated 19.12.2008, 14.03.2012, 21.02.2013, 12.09.2014, 12.04.2017, 27.06.2018, 11.12.2020 29.11.2022 and 16.04.2024
- l] Copy of Agreement dated 22.12.2011
- m] Copy of Sanctioned Plans
- n] Copy of NA Order bearing No.PMH/NA/SR/732/2013 dated 14.03.2014
- o] Copy of Consent Deed dated 16.02.2017 by Smt. Bhamabai J. Bhangire and others
- p] Copy of Compromise Purshish dated 13.02.2017 submitted in C.S.No.1038/2015
- q] Copy of Complaint in Reg. C.S.No.1038/2015
- r] Copy of Power of Attorney by Shri Vithal J. Bhangire in favour of Mrs. Shobha Vithal Bhangire
- s] Copy of Commencement Certificates bearing No.CC/2494/17 dated 28.12.2017 and No.CC/1309/22 dated 18.08.2022
- t] Copies of Registration Certificates of Project bearing No.P52100008527 dated 19.08.2017 and 10.10.2018
- u] Copy of Supplementary Agreement dated 18.05.2018
- v] Copy of Transfer Deed dated 26.10.2021



- w] Letter of M/s Landmark Ventures dated 19.11.2022, 01.04.2024 and 13.11.2024
- x] Copies of Completion Certificate bearing No.OCC/0391/19 dated 23.08.2019.
- y] Copy of Architect's Certificate dated 13.11.2024

3. Various 7/12 extracts and Mutation Entries are as mentioned in para 2(a) and (b) above.

4. Search report for 30 years from 1995 till 2024

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 is clear, marketable and without any encumbrances.

Owners of the land		
Mrs. Shama Ramdas Kamthe	S.No.36 Hissa No.2, Mouje Mohammadwadi, Pune	admeasuring an area of 00 Hector 32 Are i.e. 3200 Sq.mtrs. (out of which area admeasuring 229.45 Sq.mtrs. handed over to PMC for road widening)

5. **Qualifying comments / remarks if any** : This title certificate is issued subject to what is stated in detail in my Title Opinion dated 02.12.2024 which is enclosed herewith as annexure.

3/- The report reflecting the flow of the title of the owner – Mrs. Shama Ramdas Kamthe and development right of – M/s Landmark Ventures on the said land is enclosed herewith as annexure.

**Encl** : Annexure (Title Report dated 02.12.2024)

  
[P.M.KHIRE]

Advocate



P. M. KHIRE  
B. Sc. (Hons.) LL. B.  
Advocate

"SAKET"  
44/54, Navsahyadri Society,  
Parijat Lane, Karvenagar,  
Pune - 411 052  
Tel. : 25462224 / 67685669  
Email : [pmkhire@gmail.com](mailto:pmkhire@gmail.com)

Date : 02.12.2024

FORMAT – A  
(Circular No.:- 28 / 2021)

### FLOW OF THE TITLE OF THIS SAID LAND

1. **7/12 extract / Property Card as on date of application for registration**

The name of Mrs. Shama Ramdas Kamthe is recorded in the 7/12 extract vide Mutation Entry No.2418 dated 16.10.1987 in respect of the property comprising ALL THAT piece and parcel of land and ground admeasuring an area of 00 Hector 32 Are i.e. 3200 Sq.mtrs. situate within the Registration Sub-District Taluka Haveli, District Pune and within the limits of Pune Municipal Corporation bearing S.No.36 Hissa No.2, Mouje Mohammadwadi, Pune.

2. **Mutation Entry / Property Card entry –**

The mutation entry of S.No.36 Hissa No.2, Mouje Mohammadwadi, Pune reveals that vide Mutation Entry No.2418 dated 16.10.1987 the name of Mrs. Shama Ramdas Kamthe is recorded as Owner of the area admeasuring 00 Hector 32 Are i.e. 3200 Sq.mtrs. bearing S.No.36 Hissa No.2, Mouje Mohammadwadi, Pune.

3. Search Report for 30 years from 1995 to 2024 taken from the official website [www.igrmaharashtra.com](http://www.igrmaharashtra.com)



4. Any other relevant Title –

a] Mrs. Shama Ramdas Kamthe is the owner of the said Property bearing S.No.36 Hissa No.2 admeasuring an area of 00 Hector 32 Are i.e. 3200 Sq.mtrs. situated at Mouje Mohammadwadi, Taluka Haveli, District Pune and within the limits of Pune Municipal Corporation, Pune and has clean, clear and marketable title thereto and are free from encumbrances.

b] In pursuant to the Development Agreement and Power of Attorney dated 22.12.2011 M/s Landmark Ventures is entitled to develop in the said Property.

5. Litigations if any – NIL

Date : 02.12.2024



[P.M.KHIRE]

Advocate



P. M. KHIRE  
B.Sc. (Hons.) L.L.B.  
Advocate

"SAKET"  
44/54, Navsahyadri Society,  
Parijat Lane, Karvenagar,  
Pune - 411 052  
Tel. : 25462224 / 67685669  
Email : [pmkhire@gmail.com](mailto:pmkhire@gmail.com)

Date : 02.12.2024

**TITLE OPINION**

To,  
M/s Landmark Ventures  
12, Priyadarshani,  
725/26, Budhwar Peth,  
Pune 411 002.

**Sub.** : Title Opinion in respect of the property bearing  
S.No.36/2, Mouje Mohammadwadi, Pune

Sir,

I have investigated the title to the captioned property and I have  
to state in my opinion as under :-

**1. LIST OF DOCUMENTS GIVEN FOR MY PERUSAL :**

- a] Copies of 7/12 extracts
- b] Copies of Mutation Entries
- c] Copy of Demarcation Plan
- d] Copy of Sale Deed dated 25.09.1987
- e] Copy of Partition Deed dated 18.11.1987
- f] Copy of Affidavit dated 26.09.2008 of Mrs. Shama Ramdas Kamthe
- g] Copy of extract of Demarcation of the Deputy Engineer, Development Scheme No.2 P.M.C.
- h] Affidavit of Shama Ramdas Kamthe dated 26.09.2008
- i] Public Notice issued in Daily Prabhat on 15.10.2008
- j] Search Report dated 18.12.2008, 07.03.2012, 06.02.2013, 11.09.2014, 04.04.2017, 26.06.2018, 09.12.2020, 29.11.2022, 08.04.2024 and 25.11.2024.



- k] Copy of Title Opinion dated 19.12.2008, 14.03.2012, 21.02.2013, 12.09.2014, 12.04.2017, 27.06.2018, 11.12.2020 29.11.2022 and 16.04.2024
- l] Copy of Agreement dated 22.12.2011
- m] Copy of Sanctioned Plans
- n] Copy of NA Order bearing No.PMH/NA/SR/732/2013 dated 14.03.2014
- o] Copy of Consent Deed dated 16.02.2017 by Smt. Bhamabai J. Bhangire and others
- p] Copy of Compromise Purshish dated 13.02.2017 submitted in C.S.No.1038/2015
- q] Copy of Complaint in Reg. C.S.No.1038/2015
- r] Copy of Power of Attorney by Shri Vithal J. Bhangire in favour of Mrs. Shobha Vithal Bhangire
- s] Copy of Commencement Certificates bearing No.CC/2494/17 dated 28.12.2017 and No.CC/1309/22 dated 18.08.2022
- t] Copies of Registration Certificates of Project bearing No.P52100008527 dated 19.08.2017 and 10.10.2018
- u] Copy of Supplementary Agreement dated 18.05.2018
- v] Copy of Transfer Deed dated 26.10.2021
- w] Letter of M/s Landmark Ventures dated 19.11.2022, 01.04.2024 and 13.11.2024
- x] Copies of Completion Certificate bearing No.OCC/0391/19 dated 23.08.2019.
- y] Copy of Architect's Certificate dated 13.11.2024

**2. DESCRIPTION OF PROPERTY :**

All that piece and parcel of land and ground, situated within the Registration, Sub-Dist, Taluka Haveli, Dist. Pune and within the limits of the Pune Municipal Corporation, bearing S.No.36, Hissa No.2, Mouje Mohammadwadi, Pune admeasuring an area of 32 Are i.e. 3200 Sq.mtrs. (out of which area admeasuring 229.45 Sq.mtrs. handed over to PMC for road widening) and bounded as follows :-

- On or towards the East : By S.No.36/3 and 36/17
- On or towards the South : By S.No.28
- On or towards the West : By S.No.36/1
- On or towards the North : By S.No.38



3. I had given the Title Opinions for the captioned property on 19.12.2008, 14.03.2012, 21.02.2013, 12.09.2014, 12.04.2017, 27.06.2018, 11.12.2020, 29.11.2022 and 16.04.2024 on perusing the documents mentioned therein. The said documents at that time were returned by me along with the said Title Opinions. The said Title Opinion dated 16.04.2024 is now shown to me without however the documents mentioned thereon. Copies of the documents pertaining to the transactions in respect of the captioned property are now shown to me. I am therefore giving this Title Opinion in furtherance to my Title Opinion dated 16.04.2024 issued by me in respect of the captioned property and relying on the same.

4. a] It is seen from the copy of the 7/12 extract and from the mutation entry bearing No.531 dated 26.09.1934, that the land bearing S.No.36/2, Mohammadwadi, Pune admeasuring an area of 32 gunthas since prior to 1930 belonged to Shri Hanmant Raoji Bhangire.

b] It is seen from the Mutation Entry bearing No.567 dated 25.11.1934 and also from the Partition Deed dated 18.11.1987 that Shri Hanmant Bhangire had expired leaving behind him sons – Sadhu, Namdeo and Sopana as his only heirs. It further appears that only the name of the eldest son - Sadhu was mutated in the 7/12 extract of S.No.36/2 as holder thereof.

5. It appears from the Mutation Entry bearing No.568 dated 21.12.1934, that Shri Sadhu and his brothers sold and conveyed the land bearing S.No.36/2 along with some other lands to Rukhmabai Guru Radheraj Mahanubhav, by a Sale Deed dated 03.12.1934. By the said Sale Deed the name of Rukhmabai Guru Radheraj was mutated in the revenue records as holder of the said lands vide aforesaid mutation entry.

6. It is seen from the Mutation Entry bearing No.903 dated 22.06.1947, that Rukhmabai Guru Radheraj Mahanubhav resold the said land bearing S.No.36/2 along with some other lands to Sadhu Hanmanta Bhangire and his brothers Namdeo and Sopana by a Sale



Deed dated 01.12.1943. By the said Sale Deed the names of the said three brothers were mutated in the 7/12 extract of S.No.36/2 as holders thereof.

7. It is seen from the copy of the Sale Deed dated 25.09.1987 and also from the copy of the Partition Deed dated 18.11.1987, that the said three brothers namely Sadhu, Namdeo and Sopana Hanmanta Bhangire had orally partitioned all their lands amongst themselves. In the said partition land bearing S.No.36/2 was given to the share of Shri Namdeo Hanmanta Bhangire.

8. a] It appears from the copy of the Sale Deed dated 25.09.1987 that the family of Shri Namdeo Hanmanta Bhangire consisted of himself, his wife, sons – Shankar, Kisan and Ramdas, daughters – Sakhubai, Shantabai and Tanhubai. The said daughters had been married and had no share in the said land at the time of sale. As funds were required for the welfare of the family members and for the development of other lands and as the land bearing S.No.36/2 yielded a meagre income, Shri Namdeo Bhangire in his capacity of karta and manager of his HUF, had decided to sell the said land.

b] By a Sale Deed dated 25.09.1987 which is registered at the Office of the Sub-Registrar Haveli No.I at Serial No.12547/87, Shri Namdeo Hanmanta Bhangire sold and conveyed to Mrs. Shama Ramdas Kamthe the agricultural land bearing S.No.36/2, admeasuring an area of 32 Are. By the said Sale Deed the name of Mrs. Shama Ramdas Kamthe was mutated by Mutation Entry No.2418 dated 16.10.1987 in the 7/12 extract of S.No.36/2 as holder thereof. It is further seen from the remark in the mutation entry that no complaints had been received for the said entry. Since the said sale deed Mrs. Shama Kamthe has been the owner of the said land.

9. It is seen from the copy of the Consent Deed that the said Shri Namdeo Hanmanta Bhangire along with his brother Sopan Hanmanta Bhangire and Mrs. Bhamabai Jyotiba Bhangire i.e. the sole heir of late



Sadhu Hanmanta Bhangire by a Deed of Partition dated 18.11.1987, reduced into writing the terms of the oral partition that had taken place about 10 to 15 years ago. The said Partition Deed is registered at the Office of the Sub-Registrar Haveli No.1 at Serial No.15208/87. In the said partition however only 27 Are out of the total area of 32 Are was shown to be given to the share of Shri Namdeo and the remaining 5 Are was given to the share of Shri Sadhu Hanumanta Bhangire. However as per the Sale Deed dated 25.09.1987 the name of Mrs. Shama R. Kamthe was already mutated to the entire portion admeasuring 32 Are. The parties by the said Partition Deed also confirmed the sale deed executed in favour of Mrs. Shamabai Ramdas Kamthe. In the said Partition Deed the parties further confirmed that each party had received equal share in the said partition. It is mentioned in the partition deed that land had belonged to HUF. The effect of the said partition was given in the revenue records vide Mutation Entry No.2788 dated 22.08.1989.

10. In the Sale Deed dated 25.09.1987 there are conflicting statements made by the vendor – Shri Namdeo Bhangire. In para no.7 firstly he mentions that he has executed the sale deed as karta and manager of his family and shows the necessity for sale in para 5. At the same time in para 7 he mentions that it was his self acquired property and that he alone had a right to sell the same. The fact is, that he and his brothers had actually purchased the land by a Sale Deed dated 01.12.1943. However because of the conflicting statements and mention of the property being HUF in the Partition Deed, unnecessary vagueness has appeared. If property is treated as HUF it was proper that all major persons in the family should have been joined in the sale deed namely wife and sons. Married daughters at that time had no interest in the said property. It appears that since 1987 none of the said members of the family of Shri Namdeo Bhangire have claimed any interest in the property or challenged the sale deed. In the case of Subhod Kumar Vs. Bhagwant Namdeo Mhetre bearing Civil Appeal No.1584/2004 the Hon'able Supreme Court by their Judgement dated 25.01.2007 have held that karta can



sell or mortgage coparcenary property without consent of the coparceners if there is necessity. The Opinion dated 12.08.2014 was given subject to whatever is mentioned above.

11. It is seen from the Mutation Entry No.4170 dated 10.12.1992, that on the basis of the Order of the Deputy Collector Pune and Sub-Division Officer bearing No.SHJ/KAWI/1334/92 dated 04.12.1992, the entry of the said land bearing S.No.36 along with some other lands being acquired for Defence Department was made in the other rights column of the 7/12 extract of the said land. The said entry was thereafter deleted by Mutation Entry No.4663 dated 19.02.1996 on the basis of the Order of the Collector Pune bearing No.581/96/PLA/RR dated 19.02.1996, the order of Commissioner Pune bearing No.SA/LAW/RR/3/67 dated 12.02.1996 and the Order of the Tahasildar bearing No.THO/KAWI/213/96 Pune dated 19.02.1996.

12. It appears from the copy of the Sale Deed dated 25.09.1987 that at the time of the sale deed said land was in agricultural zone. It is seen from affidavit of Shama Kamthe dated 26.09.2008 that she had not filed any statement u/s 6(1) of the Urban Land (Ceiling and Regulation) Act 1976 and that the said land was neither acquired nor was exempted u/s 20 of the Urban Land (Ceiling and Regulation) Act, 1976 and this opinion is given relying thereon. The said land is now in the residential zone. The Urban Land (Ceiling and Regulation) Act 1976 has now been repealed by the Urban Land (Ceiling & Regulation) Repeal Act, 1999 with effect from 30.11.2007.

13. It is seen from the copy of Agreement dated 22.12.2011 that by a Principal to Principal Agreement dated 22.12.2011 Mrs. Shama Kamthe on one hand and M/s Landmark Ventures on the other hand agreed to develop the captioned property, on Principal to Principal basis in the name and style as "PRK Landmark" and to construct buildings thereon comprising of independent units, to enter into agreements of allotment / sale in respect thereof with the prospective purchasers and thereafter to complete the sale in favour of such



purchasers. The said Principal to Principal Agreement is registered at the Office of the Sub-Registrar Haveli 2 at Serial No.12011/2011 on 23.12.2011.

14. A Public Notice in respect of the captioned property was issued by me in Daily Prabhat on 15.10.2008. To the said Public Notice no objections were raised or received by me.

15. The plans of the proposed building to be constructed on the captioned property are sanctioned by the Pune Municipal Corporation vide No.CC/0793/13 dated 07.06.2013, which are revised under No.CC/2494/17 dated 28.12.2017 and No.CC/1309/22 dated 18.08.2022. The permission for the non agricultural use of the captioned property was obtained from the Collector Pune vide Order bearing No.PMH/NA/SR/732/2013 dated 14.03.2014.

16. It is seen from the copy of the Consent Deed dated 16.02.2017 that :-

i. Smt. Bhamabai Jyotiba Bhangire i.e. the daughter-in-law of Sahadu Hanumanta Bhangire (i.e. the brother of Shri Namdeo H. Bhangire) through her constituted attorney Shri Bansiram Bhangire had filed Reg. C.S.No.1038/2015 against Mrs. Shama Ramdas Kamthe in the courts at Pune for partitioning by metes and bounds the 5 Are share of late Sadhu Bhangire out of the total area admeasuring 32 Are in the land bearing S.No.36/2 obtained by her father-in-law Late Sadhu by virtue of the Partition Deed dated 18.11.1987.

ii. It further appears that Shri Sadhu Hanumanta Bhangire had expired leaving behind him son – Jyotiba and 2 married daughters namely Mrs. Parubai Bandu Ghule and Mrs. Sakhubai Ramchandra Darvatkar as his only heirs, his wife Smt. Chandrabhaga having expired.

iii. Shri Jyotiba Sadhu Bhangire had also expired leaving behind him widow – Smt. Bhamabai and son Vithal as his only heirs.

iv. The abovementioned daughters of Sadhu namely Mrs. Parubai Ghule and Mrs. Sakhubai R. Darvatkar had by a Release



Deed dated 06.05.2015 which is registered at the Office of the Sub-Registrar Haveli No.VI at Serial No.4159/2015 released and relinquished all their rights in the said land in favour of Smt. Bhamabai and Shri Vithal Bhangire i.e. the heirs of their deceased brother Jyotiba.

v. The aforesaid dispute was compromised between the parties whereby Smt. Bhamabai J. Bhangire agreed to confirm the Sale Deed dated 25.09.1987 and declared that the portion admeasuring 5 Are given to the share of her family had been also conveyed by the said Sale Deed. A Compromise Purshish to that effect was submitted to the Hon'able Court on 13.02.2017. On the basis thereof the Hon'able Court vide Order below Exhibit -I ordered for the Decree to be drawn in terms of the said compromise.

17. By a Consent Deed dated 16.02.2017 which is registered at the Office of the Sub Registrar Haveli No.XI at Serial No.1129/2017, Smt. Bhamabai Jyotiba Bhangire along with Shri Vithal Jyotiba Bhangire, Mrs. Shobha Vithal Bhangire (for self and as constituted Attorney of Shri Vithal and as guardian of minor son - Deepak) and Miss Kajal Vithal Bhangire confirmed the Sale Deed dated 25.09.1987 executed in favour of Mrs. Shama Ramdas Kamthe and declared that the same had been executed along with the share admeasuring 5 Are belonging to Late Sadhu Hanumanta Bhangire. Mrs. Shama Kamthe paid to Smt. Bhamabai Bhangire and others the consideration mentioned in the said Consent Deed. It is seen that separate amount had been given to Master Deepak Vithal Bhangire towards his share in the said portion. In the said Consent Deed Shri Bansiram Shivaji Bhangire had joined as a Consenting Party. Shri Bansiram Bhangire cancelled the Power of Attorney dated 06.05.2015, executed in his favour by Smt. Bhamabai and returned the original document to Mrs. Shama Kamthe. Shri Bansiram Bhangire was also given certain amounts towards reimbursement of all the expenses incurred by him. Shri Bansiram further assured that he had not created any charge or encumbrance nor had created any third party interest in the said portion on the basis of the said power of attorney.



18. By a Supplementary Agreement dated 18.05.2018, which is registered at the Office of the Sub Registrar Haveli No.II at Serial No.4354/2018, M/s. Landmark Ventures and Mrs. Shama Ramdas Kamthe revised the ratio of gross sales to be shared between them. It is further seen from the said agreement as the Real Estate Regulatory Authority had raised objection for the consideration to be received from his unit purchasers in the name of PRK Landmarks, it was agreed that the consideration be received in the name of Landmark Ventures.

19. The project on the captioned property is registered by the Maharashtra Real Estate Regulatory Authority, vide Certificate bearing No.P-52100008527 dated 19.08.2017. The extension for completion of the project was granted by the RERA vide Certificate bearing No.P52100008527 dated 10.10.2018.

20. It is seen from Mutation Entry No.15705 dated 17.11.2021 and copy of Transfer Deed dated 26.10.2021 that by Transfer Deed dated 26.10.2021, Smt. Shama Ramdas Kamthe and M/s. Landmark Ventures handed over possession of a portion admeasuring 229.45 Sq.mtrs. to Pune Municipal Corporation for road widening against the additional FSI. The said Transfer Deed is registered at the Office of Joint Sub Registrar Haveli-23 at Serial No.18238/2021 on the same day. The said fact was mutated in 7/12 record by the said mutation entry.

21. M/s Landmark Ventures completed the construction of Wing Nos.B-1 and B-2 as per the sanctioned plans and have obtained Completion Certificate for the same from the P.M.C. vide Completion Certificate bearing No.OCC/0391/19 dated 23.08.2019.

The plans of Building No.A to be constructed on the captioned plot have been sanctioned by the PMC vide Commencement Certificate bearing No.CC/1309/22 dated 18.08.2022.

22. It is seen from the letters dated 19.11.2022, 01.04.2024 and 13.11.2024 of Landmark Ventures (constituent of PRK Landmark) that



PRK Landmark Ventures has not created any encumbrance / mortgage on the said property and that there is no dispute or litigation pending in any court / tribunal / authority regarding the said property. PRK Landmark Ventures has sold all the units in Building Nos.B-1 and B-2.

It is further seen from the letters dated 01.04.2024 and 13.11.2024 that PRK Landmark Ventures has revised the sanction plan on 18<sup>th</sup> August 2022 to include the proposed Building No.A and that it has not created any encumbrance/mortgage on the property or on the flat/shops/offices in the said A Building.

**23.** It appears from the letter dated 13.11.2024 of P.R.Kamthe & Associates that they have undertaken the assignment as Architect of the Second Phase (Building A) in the captioned Property and has certified that the plinth area of Building No.A is 608.36 Sq.mtrs. out of the total sanctioned layout area admeasuring 3200 Sq.mtrs.

**24.** I caused the search of Index No.II registers at the office of the Sub-Registries for the last 30 years in respect of the captioned property and no document evidencing any subsisting mortgage, charge or encumbrance was found recorded from the available registers. On the basis of the same and on the basis of the documents given for my perusal and subject to whatever stated hereinabove, I am of the opinion that the title of Mrs. Shama Ramdas Kamthe and the development rights of M/s Landmark Ventures to the captioned property is clean, clear and marketable without any encumbrance whatever.

All the documents are returned herewith.

Yours faithfully,

  
[P. M. KHIRE]  
ADVOCATE