

Unmesh Deshpande & Associates ***Rani Kale***

ADVOCATES

Sonali Sadan, Revenue Colony, Shivajinagar, Pune – 411 005, Ph No. 9545497777,
8379051111, 7038051111

Date: 11/01/2022

Format – A
((Circular No. 28/2021))

To,
MAHARERA,

LEGAL TITLE REPORT

SUB - Title clearance report with respect to '**VENKATESH ERANDAWANE CENTRAL PHASE-II**' in form of '**Wing B1**' consisting of 144 residential units [48 Flats (2 BHK), 48 Flats (2 BHK + Private Office) and 48 flats (3 BHK)] at 1st to 24th floor along with allocated Parking for Phase II, which is Part of larger project style as '**VENKATESH ERANDAWANE CENTRAL**' situated at CTS No. 137, 138(P), 170, 171 & 172 Mouje Erandwana, Taluka Pune City.

1) PROPOSED PROJECT/ SAID PROJECT PHASE- II 1st Floor to 24th Floor of Wing – B1 BUILDING B (TOD) :-

OWNERSHIP UNITS (commercial) PROJECT styled '**VENKATESH ERANDAWANE CENTRAL PHASE- II**' in form of '**Wing B1**' consisting of 144 residential units [48 Flats (2 BHK), 48 Flats (2 BHK + Private Office) and 48 flats (3 BHK)] at 1st to 24th floor having total FSI adm. **16616.62 Sq. Mtrs.** along with allocated Parking for said 144 residential units at Basement (Part) + Ground (Part) + P-1 (Part) + P-2 (Part) + P-3 (Part) with 240 Covered Car Parking and 288 Covered Scooter Parking lots in the larger project Venkatesh Erandawane Central upon portion of land adm. 15398.22 Sq. Mtrs. (after deducting the area under Amenity Space and D. P. Road) in the layout situated upon the land adm. 17231.43 Sq. Mtrs. comprising of (i) City Survey No. 137 adm.1590.0 Sq. Mtrs., (ii) City Survey No. 138 (part) adm. 14262.0 Sq. Mtrs. from total 19425.0 Sq. Mtrs., (iii) City Survey No. 170 adm. 48.40 Sq. Mtrs., (iv) City Survey No. 171 adm. 99.41 Sq. Mtrs. and (v) City Survey No. 172 adm 1231.62 Sq. Mtrs. situated at Erandwana, Taluka Pune City and within the limits of Pune Municipal Corporation --- hereinafter referred to as the "**PROPOSED PROJECT/ SAID PROJECT**".



UNMESH DESHPANDE & ASSOCIATES
RANI KALE

- 2) I have investigated the title of the said project on the request of **M/s Shree Venkatesh Buildcon Pvt. Ltd.**, through its Managing Director, Mr. Ankush Bhimrao Asabe and following documents i.e. :-

Sr. No.	Particulars	Date of Document
1	Copy of Release Deed by Mr. Sitaram Sadashiv Dikshit in favour of Mr. Sadashivrao Madhavrao Patawardhan, registered at the office of Sub Registrar Haveli No. 1 at Sr. No. 1986/1932	05/08/1932
2	Copy of Release Deed by Mr. Dattatraya Shankar mate and another in favour of Mr. Sadashivrao Madhavrao Dixit Patwardhan registered at the office of Sub Registrar Haveli No. 1 at Sr. No. 1987/1932	05/08/1932
3	Copy of Partition Deed between Shrimant Sardar Govindrao Balawantshastri Patawardhan and others registered at the office of Sub Registrar Bombay at Sr. No. 2057/1940	10/02/1940
4	Copy of Sale Deed by Mr. Ganesh Govind Patawardhan in favour of Mr. Vidyadhar Govind Patawardhan registered at the office of Sub Registrar Haveli No. 1 at Sr. No. 2894/1944	30/11/1944
5	Copy of settlement deed between Mr. Vidyadhar Govind Patawardhan and others, registered at the office of Sub Registrar Bombay at Sr. No. 4706/1954	02/07/1954
6	Copy of Sale Deed by Mr. Vidhyadhar Govind Patawardhan in favour of Shrimant Vinayak Parashuram Phadake, registered at the office of Sub Registrar Haveli No. 1 at Sr. No. 1293/1956.	12/04/1956
7	Copy of Sale Deed by Smt. Saraswatibai Vinayak Phadake in favour of Mr. Vidyadhar Govind Patawardhan, registered at the office of Sub Registrar Haveli No. 1 at Sr. No. 290/1965.	22/02/1965
8	Copy of Release Deed by Mr. Vidyadhar Govind Patawardhan and others.	16/05/1966
9	Copy of Sale Deed by Mr. Vidyadhar Govind Patawardhan in favour of Mr. Sudhindra Hanamantrao Laxmeshwar, registered at the office of Sub Registrar Haveli No. 2 at Sr. No. 1054/1966	16/05/1966
10	Copy of Sale Deed by Mr. Vidyadhar Govind Patawardhan in favour of Mr. Sudhindra hanamantrao Laxmeshwar registered at the office of Sub Registrar Haveli No. 2 at Sr. No. 1055/1966	16/05/1966
11	Copy of Mortgage Deed by Shri Dyes and Chemical Industries in favour of Bank of Maharashtra Ltd. registered at the office of Sub Registrar Haveli No. 2 at Sr. No. 1056/1966	19/05/1966



12	Copy of Deed of Partnership between Mr Sudhindra Hanamantrao Laxmeshwar and others	04/08/1972
13	Deed of Dissolution between Mr. Sudhindra Hanamantrao Laxmeshwar and others.	16/06/1973
14	Copy of Sale Deed by Mr. Shreekant Sudhindra Laxmeshwar and others in favour of Cummins Diesel Sale and Services Ltd. registered at the office of Sub Registrar Haveli No. 1 at Sr. No. 2674/1974.	07/12/1974
15	Copy of Order of Joint Director of Industries	02/11/1977
16	Copy of amendment by Joint Director of Industries	03/02/1979
17	Copy of order of exemption by Joint Director of Industries	04/08/1978
18	Copy of order passed by Deputy Collector and Competent Authority, Pune Urban Agglomeration, Pune in respect of land exempted U/s. 20 of the ULC Act out of properties bearing S. No. 35A/1/1/2 and 35A/1/3, Erandawane, Pune	30/12/2019
19	Copies of sanctioned building plans	
20	Copy of Commencement Certificate of S. No. 35A/1/2	07/03/1999
21	Copy of Commencement Certificate of S. No. 35A/1/3	14/08/1985
22	Copy of commencement certificate of S. No. 35A/1/3	19/09/1991
23	Copy of commencement certificate of S. No. 35A/1/3	25/05/1992
24	Copy of NA order of S. No. 35A/1/2	08/08/1978
25	Copy of revised NA order of S. No. 35A/1/2	19/11/1981
26	Copy of part completion certificate of S. No. 35A/1/2	24/06/1981
27	Copy of certificate of Ministry of Company Affairs for change of name	25/08/2006
28	Copy of order of High Court	
29	Copy of Zone Certificate	03/04/2013
30	Copies of Government Measurement plans	12/06/2014
31	Copies of Public Notices in daily 'Sakal' and 'Times of India' and Public Notice published in daily 'Prabhat' alongwith Certificate affirming non-receipt of objection	29/04/2021 30/04/2021
32	Certified Copies of Complaint, Consent Terms and Consent Decree in Special Civil Suit No. 960/2020.	
33	NOC from Income Tax Department	09/06/2021
34	NOC from Deputy Commissioner of Central GST Division, Pune	28/06/2021
35	NOC from Commissioner, Labour Department	09/06/2021
36	Sale Deed executed by Cummins India Ltd. in favour of M/s. Shree Venkatesh Buildcon Pvt. Ltd. (Reg. No. 8243/2021, Haveli No. 25)	30/06/2021
37	Special Power of Attorney executed by Cummins India Ltd. in favour of M/s. Shree Venkatesh Buildcon Pvt. Ltd. (Reg. No. 8244/2021, Haveli No. 25)	30/06/2021
38	Layout under IOD no. CC/2104/21 issued by Pune Municipal Corporation.	20/10/2021

39	Challan for Accommodation Reservation and Conversion of Zone	01/10/2021
40	Residential Assessment/ Permission in change in land use issued by Tahsildar Pune City in respect of the said Entire Land vide order No. jamin/ SR/ 48/ 2021	18/11/2021
41	Transfer of TDR (Slum) Registered in the office of Sub-registrar Haveli No. 4 at Sr.no.14783/2021	15/11/2021
42	Transfer of TDR (Slum) Registered in the office of Sub-registrar Haveli No. 4 at Sr.no.14784/2021	15/11/2021
43	Transfer of TDR (Slum) Registered in the office of Sub-registrar Haveli No. 4 at Sr.no.14787/2021	15/11/2021
44	Transfer of TDR (Slum) Registered in the office of Sub-registrar Haveli No. 4 at Sr.no.14788/2021	15/11/2021
45	Transfer of TDR (Slum) Registered in the office of Sub-registrar Haveli No. 22 at Sr.no.14218/2021	25/11/2021
46	Transfer of TDR (Regular) Registered in the office of Sub-registrar Haveli No. 4 at Sr.no.15128/2021	23/11/2021
47	Transfer of TDR (Regular) Registered in the office of Sub-registrar Haveli No. 22 at Sr.no.13816/2021	18/11/2021
48	Registered Deed of Mortgage executed on 18/12/2021, in the office of Sub Registrar Haveli 9 at Sr. No. 9713/2021	20/12/2021
49	Building sanctioned plan vide Commencement Certificate NO. CC/2891/21	27/12/2021

3. Copies of 7/12 extracts, Copies of property register cards and Mutation Entries of -

- (i) S. No. 35A/1/2 for the period of 1943-44 to 2017-2018
- (ii) S. No. 35A/1/3 for the period of 1970-71 to 2017-2018
- (iii) Copies of property register cards of CTS No. 137, 138, 170, 171 and 172
- (iv) Mutation Entry Nos. - 299, 314, 350, 351, 813, 1002, 1122, 1239, 1569, 1570, 1927, 1954, 3129, 3125, 3181, 3286, 3337, 4183, 4508, 4729, 4911,

4. I conducted search of index II registers for last 30 years i.e. from 1985 till 2021 on the website of IGR Maharashtra. However I did not find any adverse entry except the documents mentioned in my flow of the title.

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, title to the said property of **Shree Venkatesh Buildcon Pvt. Ltd.** in respect of Scheduled of Property is clean, clear and marketable and **M/s. Shree Venkatesh Buildcon Pvt. Ltd.** are entitle to carry out the activities of development and sale of units upon the said property.


Unmesh Deshpande
Advocate
LLM, DLL & LW, DHL

5. OWNER OF LAND :-

OWNER OF THE LAND	CTS NO. NUMBER	AREA OF LAND
M/s Shree Venkatesh Buildcon	137, 138 (P), 170, 171 & 172	17231.43 Sq. Mtrs.

6. QUALIFYING COMMENT/ REMARK :-

A] Title of SHREE VENKATESH BUILDCON PVT. LTD. in respect of said Proposed Project/ Said Project described in clause no. 1 above is clean, clear, marketable and free of any encumbrances and charges.

B] SHREE VENKATESH BUILDCON PVT. LTD. shall be entitled to implement the said Project in form of **Phase- II** in form of '**Wing B1**' of **Building B** consisting of 144 residential units [48 Flats (2 BHK), 48 Flats (2 BHK + Private Office) and 48 flats (3 BHK)] at 1st to 24th floor having total FSI adm. **16616.62 Sq. Mtrs.** in Building B along with allocated Parking for said 144 residential units at Basement (Part) + Ground (Part) + P-1 (Part) + P-2 (Part) + P-3 (Part) with 240 Covered Car Parking and 288 Covered Scooter Parking which is Part of larger project style as '**VENKATESH ERANDAWANE CENTRAL**' upon portion of land adm. 15398.22 Sq. Mtrs. (after deducting area under Amenity Space and DP Road) in the layout of larger land admeasuring 17231.43 Sq. Mtrs. comprising of (i) City Survey No. 137 adm.1590.0 Sq. Mtrs., (ii) City Survey No. 138 (part) adm. 14262.0 Sq. Mtrs. from total 19425.0 Sq. Mtrs., (iii) City Survey No. 170 adm. 48.40 Sq. Mtrs., (iv) City Survey No. 171 adm. 99.41 Sq. Mtrs. and (v) City Survey No. 172 adm 1231.62 Sq. Mtrs., situated at Erandwana, Taluka Pune City and within the limits of Pune Municipal Corporation.

C] SHREE VENKATESH BUILDCON PVT. LTD. are entitled to implement the Project of development as per Development Control Rule & modifications from time to time.

D] SHREE VENKATESH BUILDCON PVT. LTD. are entitled to mortgage / create charge upon said property and proposed project as described in Para 1.

7. The report reflecting the flow of title in respect of the said Properties in enclosed herewith as Annexure "A" hereto.

Encl: Annexure

Date : 11/01/2021



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Advocate

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Annexure - A

(FLOW OF THE TITLE OF THE SAID LAND/ PROJECT)

1. Copies of 7/12 extracts, Copies of property register cards and Mutation Entries of said land/ project -

- (i) Copies of 7/12 extracts of S. No. 35A/1/2 for the period of 1943-44 to 2017-2018
- (ii) Copies of 7/12 extracts S. No. 35A/1/3 for the period of 1970-71 to 2017-2018
- (iii) Copies of property register cards of CTS No. 137, 138, 170, 171 and 172

2. Mutation Entry Nos. - 299, 314, 350, 351, 813, 1002, 1122, 1239, 1569, 1570, 1927, 1954, 3129, 3125, 3181, 3286, 3337, 4183, 4508, 4729, 4911.

3. I conducted search of index II registers for last 30 years i.e. from 1985 till 2021 on the website of IGR Maharashtra.

4. TITLE HISTORY:

- a) That in the year 1930 land bearing Survey No. 35 adm. 6 Acres and 7 Gunthas belonged to Mr. Sadashiv Madhavrao Dixit Patwardhan, Ganesh Moreshwar Dixit Patwardhan and Mr. Balkrishna Sadashiv Dixit Patwardhan.
- b) Mr. Sadashiv Madhavrao Dixit Patawardhan, Mr. Ganesh Moreshwar Dixit Patawardhan and Mr. Balakrishna Sadashiv Dixit Patawardhan mortgaged S. No. 35 alongwith S. No. 20 to Mr. Sitaram Vishnu Kelkar on 18/07/1930. The said Mortgage Deed is registered in the office of Sub Registrar Haveli at Sr. No. 1813/1930. Mutation Entry to this effect bears no. 299 dated 10/08/1930.



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- c) That Mr. Sitaram Vishnu Kelkar released his rights in S. No. 35 in favour of Mr. Sadashiv Madhavrao Dixit Patawardhan, Mr. Ganesh Moreshwar Dixit Patawardhan and Mr. Balakrishna Sadashiv Dixit Patawardhan by virtue of a Release Deed dated 05/08/1932. The said Release Deed is registered in the office of Sub Registrar Haveli No. 1 at Sr. No. 1986/1932. Mutation Entry to this effect bears no. 350 dated 25/09/1932.
- d) That Mr. Sadashiv Madhavrao Dixit Patawardhan, Mr. Ganesh Moreshwar Dixit Patawardhan and Mr. Balakrishna Sadashiv Dixit Patawardhan mortgaged S. No. 35 to Mr. Shankar Ramchandra Mote, Mr. Dattatraya Shankar Mote and Mr. Hari Damodar Mote by virtue of Mortgage Deed dated 11/9/1930. The said Mortgage Deed is registered in the office of Sub Registrar Haveli No. 3 at Sr. No. 1519/1930. Mutation Entry to this effect bears no. 314 dated 1/11/1930 that
- e) That Mr. Dattatraya Shankar Mote and Mr. Hari Damodar Mote released their rights in respect of S. No. 35 in favour of Sadashiv Madhavrao Dixit Patawardhan, Mr. Ganesh Moreshwar Dixit Patawardhan and Mr. Balakrishna Sadashiv Dixit Patawardhan by virtue of a Release Deed dated 5/8/1932. The said release deed is registered in the office of Sub Registrar Haveli No. 1 at Sr. No. 1987/1932. Mutation Entry to this effect bears No. 351 dated 25/09/1932.
- f) That Mr. Sadashivrao Madhavrao Dixit and Mr. Ganesh Moreshwar Dixit sold the said land bearing S. No. 35 to Mr. Govindrao Balwantrao Shastri Patawardhan on 04/08/1932. Accordingly name of Mr. Govindrao Balwantrao Shastri Patawardhan was entered to record of rights of said S. No. 35. It is seen from mutation entry no. 352 dated 25/09/1932 that
- g) That Mr. Govindrao Balawant Shastri Patwardhan effected partition of his properties amongst him and his sons Krushnaji, Vidyadhar and Ganesh Govind Patwardhan by virtue of a Deed of Partition dated 10/02/1940. The said Deed of Partition is registered in the office of Sub Registrar Bombay at Sr. No. 2057/1940.

According to said Partition Deed Survey No. 35/1 adm. 6 Acres and 17 Gunthas and Survey No. 34 adm. 4 Acre and 24 Gunthas was given to independent and separate share of Shri. Ganesh Govind Patwardhan. While entering the details of said partition the revenue authorities prepared and


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certified Mutation Entry No. 813. According to said Mutation Entry No. 813 the portions of S. No. 35A i.e. 35/A/1/1, 35/A/2 and 35/A/1/2 were shown in independent ownership of Mr. Ganesh Govind Patwardhan. Mutation Entry to this effect bears No. 813 dated 21/12/1940.

- h)** That Mr. Ganesh Govind Patawardhan sold and conveyed Survey No. 35 adm. 6 Acre 1 Guntha (as per Sale Deed) (S. No. 35A/1/1 as mentioned in mutation entry) to Vidyadhar Govind Patawardhan by virtue of a Sale Deed dated 30/11/1944. The said Sale Deed is registered in the office of Sub Registrar Haveli No. 1 at Sr. No. 2894/1944. Mutation Entry to this effect bears No. 1002 dated 15/01/1945.
- i)** That by virtue of order of Mamlatdar, Pune dated 03/05/1947 area of survey No. 35A/3 and 35A/1 were corrected. By virtue of said order area of Survey No. 35A/1 was reduced by 7 gunthas and area of Survey No. 35A/3 was increased from 25 Gunthe to 32 Gunthe and thereby area of S. No. 35A/3 became 32 Gunthe. Mutation Entry to this effect bears No. 1122 dated 27/05/1947.
- j)** That Mr. Babu Vithu Mathefod was the protected tenant in the said S. No. 20, 21 and 35A/1. Accordingly name of Babu Vithu Mathefod was entered to other rights column of the said S. No. 35A/1. Mutation Entry to this effect bears No. 1239 dated 05/04/1948.
- k)** That Mr. Vidyadhar Govind Patawardhan sold and conveyed said S. No. 35 Hissa No. 1 adm. 6 Acre 1 Gunthas to Mr. Vinayak Parasharam Phadake by virtue of a Sale Deed dated 12/04/1956. The said Sale Deed is registered in the office of Sub Registrar Haveli No. 1 at Sr. No. 1293/1956. Mutation Entry to this effect bears No. 1569 dated 18/05/1957.
- l)** That owner of S. No. 35/1 Mr. Vinayak Parashram Phadake died intestate on 25/10/1956 leaving behind his legal heirs i.e. widow Smt. Saraswatibai Vinayak Phadake. Accordingly name of Smt. Saraswatibai Vinayak Phadake was entered to record of rights of the said S. No. 35/1. Mutation Entry to this effect bears No. 1570 dated 18/05/1957.
- m)** Around year 1957 the City Survey was conducted in the vicinity of Erandawane village. In the said process City Survey No. 170 adm. 48.40 Sq.



Mtrs., City Survey No. 171 adm. 99.41 Sq. Mtrs., City Survey No. 172 adm. 1231.62 Sq. Mtrs., City Survey No. 137 adm. 1590 Sq. Mtrs. were confirmed to the absolute ownership and possession of Smt. Saraswatibai Vinayak Phadake. While during said survey the land admeasuring 23232 Sq. Wars from S. No. 35A/1 was given CTS No. 138. However being the agricultural land same was shown as 'agricultural' without entering name of the holder.

- n) That Smt. Saraswatibai Vinayak Phadake sold and conveyed said S. No. 35 adm. 6 Acres and 1 Guntha alongwith CTS No. 170, 171, 172 and 138 to Mr. Vidyadhar Govind Patwardhan by virtue of a Sale Deed dated 22/02/1965. The said Sale Deed is registered in the office of Sub Registrar Haveli No. 1 at Sr. No. 290/1965.

Accordingly name of Mr. Vidyadhar Govind Patawardhan was entered to record of rights of said S. No. 35 as well as CTS No. 170, 171, 172. Mutation Entry to this effect bears No. 1927 dated 29/05/1965.

- o) By oversight, around year 1965, name of Ganesh Govind Patwardhan was being reflected in 7/12 extract as the owner of S. No. 35/A/1/2, 35A/3 and 35A/2. While original owner and occupier was Mr. Vidyadhar Govind Patwardhan. Accordingly name of Mr. Vidyadhar Govind Patwardhan was entered to record of rights. Mutation Entry to this effect bears No. 1954 dated 3/12/1965.

- p) That Patawardhan Family executed settlement Deed on 02/07/1954 and made arrangement for the deities and temples owned by the family. Charge of a sum of Rs. 3000/- for such management was kept on various lands including S. No. 35A. The said Settlement Deed is registered in the office of Sub Registrar Bombay at Sr. No. 4706/1954.

That according to Release Deed dated 16/05/1966 Mr. Vidyadhar Govind Patawardhan and others released the aforesaid charge upon S. No. 35A.

- q) That Mr. Vidyadhar Govind Patawardhan sold and conveyed said Survey No. 35A corresponding CTS No. 137, 170, 171 and 172 totally adm. 3551.5 Chauras War i.e. 2969.48 Sq. Mtrs. i.e. 29.69 Ares (according to mutation entry 29 Gunthas) to Mr. Sudhindra Hanamant Laxmeshwar by virtue of a Sale Deed dated 16/05/1966. The said Sale Deed is registered in the office of Sub Registrar Haveli No. 2 at Sr. No. 1054/1966.



Accordingly portion sold to Mr. Sudhindra Laxmeshwar adm. 3551.5 Sq. Yards was given S. No. 35A/1/3 and portion remaining with original owner i.e. Mr. Vidyadhar Patwardhan was given S. No. 35A/1/1. Mutation Entry to this effect bears No. 3129 dated 18/09/1969.

- r) That owner of S. No. 35A/1/1 Mr. Vidyadhar Govind Patawardhan sold and conveyed portion adm. 3 Acres 21 Gunthe i.e. 14265 Sq. Mtrs. from and out of S. No. 35A/1 (According to Mutation Entry S. No. 35A/1/1) to Mr. Sudhindra Hanamantrao Laxmeshwar by virtue of a Sale Deed dated 16/05/1966. The said Sale Deed is registered in the office of Sub Registrar Haveli No. 2 at Sr. No. 1055/1966.

Accordingly area adm. 3 Acre 21 Gunthe sold to Mr. Sudhindra Laxmeshwar was given S. No. 35A/1/2 and portion remained with Mr. Vidyadhar Govind Patawardhan was given S. No. 35A/1/1. Mutation Entry to this effect bears No. 3125 dated 02/09/1969.

- s) That Mr. Sudhindra Hanamantrao Laxmeshwar proprietor of Dyes and Chemical Industries mortgaged the said S. No. 35/1A corresponding CTS No. 137, 170, 171, 172 totally adm. 3551.5 Sq. yards to Bank of Maharashtra, Budhwar Peth Pune by virtue of a Mortgage Deed dated 19/05/1966. The said Mortgage Deed is registered in the office of Sub Registrar Haveli No. 2 at Sr. No. 1056/1966.

That upon payment of entire loan amount Bank of Maharashtra executed Deed of Release on 07/12/1974. The said release Deed is registered in the office of Sub Registrar Haveli No. 1 at Sr. No. 943/1975. Mutation entry to this effect bears No. 3178.

- t) That owner of CTS No. 137, 170, 171, 172 and S. No. 35A/1 (part) adm. 3 Acres 21 Gunthas (14264.71 Sq. Mtrs.) Mr. Sudhindra Hanamantrao Laxmeshwar entered into partnership with Mr. Ramesh Vishwanath Sindgi, Mr. Ashok Narayanrao Vaidya and Mr. Sudhakar Dinkar Vaidya on 04/08/1972 and formed partnership firm styled as 'Laxmeshwar and Associates'. According to said partnership deed said partnership firm decided to develop the lands bearing S. No. 35A/1/2 and CTS No. 137, 170, 171 and 173, Erandawane, Pune.

- u) That by virtue of Deed of Retirement dated 14/03/1973 partners of Laxmeshwar and Associates namely Mr. Ramesh Vishwanath Sindgi, Mr. Ashok



Narayanrao Vaidya and Mr. Sudhakar Dinkar Vaidya retired from said partnership firm.

- v) That according to Deed of Dissolution dated 16/06/1973, after retirement of aforesaid persons Mr. Sudhindra Hanamatrao Laxmeshwar alongwith his sons Shrikant and Upendra Laxmeshwar continued the said firm with effect from 14/07/1973 under a Deed of Partnership dated 14/7/1973 which was dissolved and the said lands were allotted to the said retired partners in equal shares. Names of said partners were mutated in 7/12 extract by Mutation Entry No. 3286 dated 20/06/1973.
- w) That Mr. Shrikant Sudhindra Laxmeshwar, Mr. Upendra Sudhindra Lakshmeshwar and Mr. Sudhindra Hanamatrao Lakshmeshwar sold and conveyed land bearing Survey No. 35-A/1/3 bearing CTS No. 137, 170, 171 and 172 adm. 29 Ares alongwith Survey No. 35A/1/2 admeasuring 3 Acres 21 Gunthas equivalent to 1 Hectare 43 Ares thus totally adm. 1,84,523 Sq. Ft. equivalent to 17143 Sq. Mtrs. to Cummins Diesel Sales and Service (India) Ltd. by virtue of a Indenture of Sale dated 07/12/1974. The said Indenture of Sale is registered in the office of Sub Registrar Haveli No. 1 at Sr No. 2674/1974. Accordingly name of purchaser Cummins Diesel Sales and Service (India) Ltd. entered to property register card of the said property vide entry dated 02/03/1975.
- x) That it is seen from the copies of notices dated 14/02/1976 and 16/02/1976 Tahasildar, Sales Tax Recovery, Pune thereby demanded the Sales Tax dues of Rs. 3551/- of which charge was recorded in respect of CTS No. 138. It is seen from the copy of Challan dated 19/02/1976 and receipt dated 19/02/1976 issued by Tahasildar, Sales Tax Recovery, Pune that Kirloskar Diesel Sales and Service (India) Ltd. made payment of the sales Tax dues and also of the notice fee levied. It is seen from the entry dated 30/11/2019 in PR card of CTS No. 138 that the charge of Sales Tax dues has been deleted as per letter of the Tahasildar dated 01/11/2019.
- y) **ULC Orders :-**
- (1) According to the order by Directorate of Industries, Government of Maharashtra General Administration Department of Bombay vide order No. ULC/ C- 78/ IC/ GAD/ 4812 dated 02/11/1977 area adm. 13326.84 Sq. Mtrs. from S. No. 35A exempted for Industrial Use U/s. 20 of ULC Act.



- (2) That by virtue of Order vide No. ULC/ C- 78/IC/ GAD/297 dated 03/02/1979 exempted area was reduced to 8690.84 Sq. Mtrs.
- (3) After repeal of The Urban Land (Ceiling and Regulation) Act, 1976 Government of Maharashtra vide Circular dated 01/08/2019 decided to release all the lands from conditions of exemption order U/s. 20, by payment of Rs. 11,39,07,000/- (Rs. Eleven Crores Thirty Nine Lakhs Seven Thousand only). Accordingly, the Collector, Pune Urban Agglomeration vide Order dated 30/12/2019, released all the conditions of exemption alongwith permission to develop the land.

z) SANCTION OF PLANS :-

That the erstwhile owner Cummins Diesel Sales and Service (India) Ltd. (presently Cummins India Limited) prepared and got sanctioned the plans of the proposed building upon said CTS No. 137, 138 (part), 170, 171 and 172 totally adm. 17205.350 Sq. Mtrs. from Pune Municipal Corporation vide Commencement Certificate No. 1815 dated 07/03/1979 and revisions thereof have been sanctioned by Pune Municipal Corporation vide Commencement Certificate No. 2482 dated 19/9/1991, Commencement Certificate No. 040 dated 14/08/1985, Commencement Certificate No. DPO-238/III/323 dated 25/5/1997.

aa) NON AGRICULTURAL USE PERMISSION ORDER :-

- (i) That Collector, Pune granted Non Agricultural Use Permission Order in respect of area adm. 14265.2 Sq. Mtrs. vide Order No. NA/ SR/ PRN - SR-174-JI dated 08/08/1978.
- (ii) That Collector, Pune granted Non Agricultural Use Permission Order vide Order No. PRH - 4437- II dated 19/11/1981.
- (iii) By virtue of above orders the erstwhile owner was allowed to use the land for industrial purpose.
- (iv) Residential Assessment/ Permission in change in land use has been issued by Tahsildar Pune City in respect of the said Entire Land vide order No. jamin/ SR/ 48/2021 dated 18/11/2021.

bb) COMPLETION CERTIFICATE :-

That the erstwhile Owner completed the construction of building upon said property according to sanctioned plans. Further the erstwhile owner also



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obtained Completion Certificate to the industrial building from Pune Municipal Corporation vide Completion Certificate bearing No. 2902 dated 24/06/1981.

cc) CHANGE OF NAME OF OWNER COMPANY :-

That according to Fresh Certificate of Incorporation consequent upon change of name dated 25/08/2006 issued by Registrar of Companies, the name of the company 'Cummins Diesel Sales and Service (India) Ltd.' was changed to 'Cummins Sales and Service India Limited'.

dd) That according to order of Hon'ble High Court, Bombay in Company Petition No. 932/2008 dated 20/03/2009 name of Cummins Sales and Service India Limited was changed to 'Cummins India Ltd' and accordingly name of Cummins India Ltd. was entered to record of rights of the said Property. Mutation Entry to this effect bears No. 4729 dated 26/05/2014.

5. SALE TO M/S. VENKATESH BUILDCON PVT. LTD. :-

- a) Cummins India Ltd. decided to sell the said entire property to Guardian Homes Pvt. Ltd. and accordingly the parties entered into Commercial Term Sheet on 23/04/2020 (in short the "said Term Sheet").
- b) By virtue of the said Term Sheet, Cummins India Ltd. agreed to sell the said property to Guardian Homes Pvt. Ltd. on the terms detailed in the said Term Sheet.
- c) However the said Term Sheet could not be materialized and a dispute arose between the parties resulting into filing of Special Civil Suit No. 960/2020 by Guardian Homes Pvt. Ltd..
- d) By virtue of said Civil Suit M/s. Guardian Homes Pvt. Ltd. sought the specific performance of the said Term Sheet dated 23/04/2020.
- e) However, during pendency of said suit, the parties alongwith proposed purchaser Shree Venkatesh Buildcon Pvt. Ltd. (the "SVBPL") arrived at an amicable settlement. Accordingly, it was decided that Shree Venkatesh Buildcon Pvt. Ltd. shall purchase the suit property.
- f) In pursuance of above settlement Shree Venkatesh Buildcon Pvt. Ltd. was been impleaded in the Special Civil Suit No. 960/2020 by application at Exh. 15 as **Plaintiff No. 2.**
- g) Thereafter all the parties to the suit filed Consent Terms at Exh. 21.
- h) Accordingly Hon'ble Civil Judge Senior Division passed the Consent Decree vide Exh. 24 in the said suit.



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i) **The brief terms of said Consent Decree are as under :-**

- (1) Cummins India Ltd. agreed to sell the said property, with consent of Guardian Homes Pvt. Ltd., to Shree Venkatesh Buildcon Pvt. Ltd. for the total price of Rs. 147,50,00,000/- (Rs. One Hundred Forty Seven Crores and Fifty Lakhs only).
- (2) Said amount of consideration was agreed to be paid in the manner mentioned in Para no. 2(d) of the said Consent Decree.
- (3) Accordingly Shree Venkatesh Buildcon Pvt. Ltd. issued the cheques of due amount to Cummins India Ltd..
- (4) It was further agreed that at the time of payment of last installment dated 30/06/2021 Cummins India Ltd. shall execute and register the Sale Deed of the said property in favour of Shree Venkatesh Buildcon Pvt. Ltd.
- (5) All the other minute terms and conditions had been mentioned in the said Consent Decree.

6. **NO OBJECTIONS TO SALE OF SAID PROPERTY TO SVBPL :-**

- a) **INCOME TAX:** That Income Tax Department issued No objection for sale of said property by its letter dated 09/06/2021
- b) **GST NOC:** That Deputy Commissioner of Central GST, Division, Pune issued NOC by its letter dated 28/06/2021
- c) **LABOUR NOC:** That Commissioner, Labour Department issued No objection by its letter dated 09/06/2021

7. **PURCHASE BY SHREE VENKATESH BUILDCON PVT. LTD.**

That Cummins India Ltd. through its authorized signatory Mr. Ajay Vaidya sold and conveyed said property i.e. area adm. 17231.43 Sq. Mtrs. comprising of CTS No. 137, 138 (p), 170, 171 and 172 alongwith construction thereon situated at Erandawana, Pune to M/s. Shree Venkatesh Buildcon Pvt. Ltd. through its Chairman and Managing Director Mr. Ankush Bhimrao Asabe by virtue of Sale Deed dated 30/06/2021. The vendor also executed a Special Power of Attorney in favour of the purchaser on the same date. The said Sale Deed and Special Power of Attorney, both, are registered in the office of Sub Registrar Haveli No. 25 at Sr. No. 8243/2021 and 8244/2021. Name of the purchaser has been entered to record of rights i.e. Property card vide M.E No. 4183 dated 29/07/2021.



8. **PAYMENT OF CONSIDERATION TO VENDOR:- SHREE VENAKTESH BUILDCON PVT. LTD.** has paid the entire consideration of Rs. 147,50,00,000/- (RUPEES ONE HUNDRED FORTY SEVEN CRORES FIFTY LAKHS ONLY) in the following manner-

AMOUNT	PARTICULARS
Rs. 1,00,00,000/- (Rupees One Crore only)	by Cheque no. 114383 dated 22/04/2020 drawn upon Bank of Maharashtra, Karve Road Branch, Pune
Rs.6,50,00,000/- (Rupees Six Crores Fifty Lacs Only)	by Cheque No 893409 dated 27 th April 2021 drawn on State Bank of India, Deccan Gymkhana, Pune Branch.
Rs.20,00,00,000/- (Rupees Twenty Crores Only)	by cheque No. 893410 dated 08 th May 2021 drawn on State Bank of India, Deccan Gymkhana Pune Branch.
Rs.58,52,50,000/- (Rupees Fifty Eight Crores Fifty-Two Lacs Fifty Thousand Only)	Cheque No.893411 dated 25/06/2021 drawn on State Bank of India, Deccan Gymkhana.
Rs.60,00,00,000/- (Rupees. Sixty Crores only)	by RTGS ref No. UTR No. SBINR 52021062830348385 dated 28.06.2021 in the bank account of the VENDOR/ CUMMINS INDIA LTD.
Rs.1,47,50,000 (Rupees One Crore Forty-Seven Lacs Fifty Thousand Only)	Paid by way of deposit of TDS directly to Income Tax Account of vendor and form No. 26 QB furnished to vendor

9. **COMPLIANCES UNDER SALE DEED AND THE DECREE:** Thus the entire amount consideration/ price of the said property, as agreed under the Sale Deed, has been fully paid to the vendor Cummins India Ltd. Further the parties have also exchanged the full and final receipt of compliances from both sides. Cummins India Ltd. has also handed over all the original tile deeds, receipts, bills in respect of said Property as evidenced by the **Acknowledgement of Receipt of Documents dated 30.06.2021**. Further Cummins India ltd. has also confirmed the delivery of possession of the said Property to SVBPL by a **separate Possession Receipt dated 30.06.2021**. Thus there are no compliances left by either side under said Sale Deed and the Decree.

10. Accordingly, SHREE VENKATESH BUILDCON PVT. LTD. (the 'SVBPL') has become the absolute and exclusive owner and possessor of the said property free from all encumbrances.

11. **CONVERSION OF USE (INDUSTRIAL TO RESIDENTIAL):**

(A) As detailed above the owner SVBPL submitted the proposal for permission to convert the use of land for '**residential**' purpose from earlier sanctioned '**industrial**' purpose.


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(B) The said proposal has been sanctioned by the Pune Municipal Corporation subject to payment of prescribed fees of Rs. 2,79,55,220/- (Rs. Two Crores Seventy Nine Lakh Fifty Five Thousand Two Hundred and Twenty only). Accordingly, Shree Venkatesh Buildcon Pvt. Ltd. has paid the requisite amount to PMC vide Challan No.CE/ BP/16920/ 21 on 01.10.2021.

(C) Thus the land use has been permitted from 'industrial to residential' by Pune Municipal Corporation.

12. EXISTING RESERVATION: That initially portion adm. 3600.0 Sq. Mtrs. was under reservation for Dispensary and Maternity Home (D & MH 3). However during the process (as explained hereunder) the proposal for accommodation reservation has been duly approved by Commissioner Pune Municipal Corporation.

13. PROCEDURE UNDERTAKEN, REGARDING ACCOMMODATION RESERVATION, BY PUNE MUNICIPAL CORPORATION:

- a) As detailed hereunder the Pune Municipal Corporation has issued IOD to the layout plans submitted by the owner;
- b) There is reservation of D & MH upon 3600.0 Sq. Mtrs. from said property;
- c) While portion adm. 249.90 Sq. Mtrs. at southern side is affected by 18.29 Mtrs. wide DP Road and portion adm. 272.4 Sq. Mtrs. is affected by 12 Mtrs. wide DP Road. After deducting the said areas net area adm. 13109.13 Sq. Mtrs. is balance;
- d) The owner requested to sanction the proposal for layout of residential and commercial buildings inclusive of Accommodation Reservation compliance styled as 'composite building form' as prescribed by provisions of 11.1(4c) and (4d) option no. (i) to (iv) and general Note No. (i) to (iv) under Unified Development (Promotion and Control) Regulations 2020;
- e) From and out of the area under D and MH Reservation adm. 3600.0 Sq. Mtrs. area adm. 1310.91 Sq. Mtrs. has been adjusted against 10% Amenity Space hence area under D and MH 3 Reservation has been reduced to 2289.09 Sq. Mtrs. from earlier area under reservation admeasuring 3600.0 Sq. Mtrs.
- f) Said area under D and MH reservation may be allowed to be developed on basis of 'accommodation reservation' in composite building under Rule No. 11.1 (4c), 4(d) option no. (i) to (iv) and note no. (i) to (iv) on payment of composite premium.
- g) According to above rules 40% of the constructed area shall be handed over to Pune Municipal Corporation free of cost and balance 60% area shall be


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available for the owner. As well as the entire construction amenity TDR (CA-TDR), against the area to be handed over to PMC, shall be sole entitlement of the owner/ developer.

- h) However, since it is not possible to implement Rules No. 11.1(4c) and (4d) option no. (i) and (iv) independently hence the 50% construction (of the reserved area) i.e. 1157.21 Sq. Mtrs. of D and MH 3 has been proposed at Ground Floor, First Floor and Second Floor & Service floor of Building "A" at north-west corner with separate Entry, staircase, lifts & dedicate parking.
- i) Accordingly total constructed area admeasuring 1702.43 Sq. Mtrs. (Free F.S.I. & Non F.S.I) has been proposed at Ground, First, Second and Service Floor with dedicated covered parking (for 5 cars, 1 ambulance and 36 Scooters). All the details of proposed construction are provided in tabular form hereunder. Against the said construction promoters shall get TDR adm. 2125.14 Sq. Mtrs. of Amenity area.
- j) Necessary charges for sanction of accommodation reservation (as detailed above) of Rs. 1,56,20,647/- have been paid vide Challan No. CE/ BP/ 16920/ 21 dated 01.10.2021.
- k) Further the conversion charges of Rs. 2,79,55220/- have been paid by same challan mentioned hereinabove.

14. LAYOUT SANCTION PLAN:- The owner prepared and submitted for sanction the layout of proposed buildings upon said entire property. The Pune Municipal Corporation has issued IOD to the said layout vide No. CC/2104/21 dated 20/10/2021 (in short 'the layout under IOD'), thereafter, the promoters got sanctioned the plans of the building vide Commencement Certificate NO. CC/2891/21 DT. 27/12/2021, all FSI area mention in said building sanctioned plan is sanctioned by Pune Municipal Corporation Pune and utilized in the said mentioned project.

15. PRINCIPAL ARRANGEMENTS IN THE BUILDING SANCTIONED PLANS AS UNDER -

- A) There shall be building A upon a separate portion of land adm. 5403.47 Sq. Mtrs. and Building B (comprising of Wing B1, B2 and B3) upon another separate portion of land adm. 11828.43 Sq. Mtrs., independently,
- B) The plot areas of both portions shall be independent and separate however there shall not be formal sub division of plots for building A and B in the layout;



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- C) Building A shall be under category of 'Central Building District' or Commercial development in residential zone.
- D) Building B shall be under category of 'mix use (commercial and residential) - TOD i.e. Transit Oriented Development';
- E) Building A shall be abutting southern side road while building B shall be abutting Eastern Side Road.
- F) There shall be a compound wall between building A and B and all the facilities, amenities, accesses etc. for each building shall be separate and independent;
- G) The construction of area under reservation of D and MH 3 adm. 1175.27 Sq. Mtrs. to be handed over to PMC shall be in part of building A in form of part of Ground+ First Floor+ Second Floor and Service Floor. There shall dedicated covered parking for 5 cars, one ambulance Parking and 36 Scooters Parking for the said construction under reservation (D and MH3) with separate Entry, staircase, lifts & dedicate parking as a separate Wing;
- H) The building B shall comprise of Wing B1, B2 and B3 comprising of show rooms, shops with dedicated parking area at ground floor and flats on upper floors.
- I) Open Space No. 1 shall be for occupants of building A while Open Space No. 2 shall be for occupants of building B.
- J) The transformer room for building A shall be in portion for building B and except said arrangement there shall not be any common use of any other area/ facility/ amenity by any building for the other. The space for transformer shall be leased out to Electricity providing company (MSEDC Ltd.).

16. AREA DETAILS ACCORDING TO LAYOUT UNDER IOD ARE AS UNDER:-

Sr. no.	Particulars	As per Layout under IOD & building sanctioned plan Area (Sq. Mtrs.)
1	TOTAL AREA OF PLOT	17231.43
2	Area of Road : a) 12 Mtrs. wide Rd., b) 18 Mtr wide Rd.	522.30 a)272.40, b) 249.90
3	Area of Reservation (D & MH3 Reservation)	3600.0
4	Plot Under Industrial Zone (1-(2+)	13109.13
5	Amenity Space for O To R Plot (10% of 13109.13)	1310.91
6	Open Space Required (10% of 13109.13)	1310.91
7	NET PLOT	15398.22



		Building - A (CBD) Commercial	Building - B (TOD) Mix Use	Total Building A + B
8	BUILDING AREA	5403.00	11828.43	17231.43
9	DEDUCTION FOR			
	a) Proposed D.P. Road Widening	0.00	522.30	522.30
	b) Any D.P. Reservation Area	0.00	3600.00	3600.00
10	BALANCE AREA OF PLOT	5403.00	11306.13	16709.13
11	AMENITY SPACE			
	a) Required Amenity Space	0.00	1310.91	1310.91
	b) Proposed Amenity Space	0.00	1310.91	1310.91
12	NET BUILDING LAND AREA	5403.00	9995.22	15398.22
13	RECREATIONAL OPEN SPACE			
	Recreational Open Space Shall be common for all unit holders in respective Phase.	540.30	770.61	1310.91
14	Internal Road Area	0.00	0.00	0.00
15	Plotable Area			
16	BUILT UP AREA WITH PREFERENCE TO BASIC F.S.I AS PER FRONT ROAD WIDTH	13642.58	3295.46	16938.04
17	ADDITION OF F.S.I. ON PAYMENT OF PREMIUM F.S.I. on Payment of premium sanctioned and utilized in the said project	0.00	24554.79	24554.79
18	IN-SITU F.S.I/ T.D.R. LOADING			
	In-Situ Area against D.P. Road	0.00	1044.60	1044.60
	In-Situ area against Amenity Space	0.00	2621.82	2621.82
	TDR against Construction of Amenity/ Accommodation Reservation (as per 11.2.5 PG.215)	2125.14	0.00	2125.14
	TDR AREA			
	Purchased from open market and FSI in lieu utilized in the said project	441.28	1952.09	2393.37
	TOTAL IN-SITU / TDR LOADING PROPOSED	2566.42	5618.51	8184.93
19	ADDITIONAL FSI FOR CBD	5403.00	0.000	5403.00
	ADDITIONAL FSI AREA under IGBC-5%	178.30	668.60	846.90
20	Total Entitlement of F.S.I. in Proposal	21790.30	34137.36	55927.66
	F.S.I. Area For Commercial	21790.30	1363.62	23153.92
	F.S.I Area for Residential	0.00	32773.74	32773.74
	Ancillary Area FSI 80% for Commercial	17432.24	1090.90	18523.14
	Ancillary Area FSI 60% for Residential	0.00	19664.24	19664.24
	TOTAL ENTITLEMENT of FSI	39222.54	54892.50	94115.04



21	Maximum Utilization limit of FSI	-	-	-
22	TOTAL BUILT-UP AREA IN PROPOSAL			
	Proposed Built-up Area (As per 'P' line) excluding D & MH 3 reservation	39222.45	54888.45	94110.90
23	Dispensary & Maternity Hospital (D & MH-3) free of F.S.I.	1157.27	-	
	Total F.S.I	40379.72		

Apart from above F.S.I promoters shall also carry out the construction and development of Parking Floor and Spaces, Ramp, Balcony, Gate, Gateways, Sewage Treatment Plant, Organic waste convertor (OWC), security cabins etc. for Building A & B.

Promoter has been paid the charges against premiums like Premium FSI, Ancillary FSI, paid FSI etc. to Pune Municipal Corporation and some of the part is to be paid as per the provision of UDCPR 2020 before obtaining Completion Certificate.

As detailed above from and out of the total plot area admeasuring 17231.43 Sq. Mtrs. the area adm. 1310.91 Sq. Mtrs. Shall be left/ earmarked as Amenity Space while area adm. 522.30 Sq. Mtrs. has been affected by Development Plan Road (DP Road) thus the aggregate area adm. 1833.21 Sq. Mtrs. shall not be available for development and shall not be the part of project upon said property. After deducting Amenity Space and DP Road the balance area adm. 15398.22 Sq. Mtrs. shall be available for development project. Accordingly, promoter/ owner have planned two buildings (comprising various phases) upon said Entire Property styled as Building A and B.

Area under Road Widening adm. 522.30 Sq.Mtrs. and area under Amenity Space adm. 1310.91 Sq.Mtrs. Likely to be handed over to authority (PMC) and double FSI in lieu of such transfer mentioned above has been already utilized in the said project.

17. THE DETAILS OF PHASES, BUILDINGS, PARKING ALLOCATION AS PER LAYOUT UNDER IOD/ AS PROPOSED :-

The Owner/ Promoters M/s. SVBPL have divided the entire project upon said Property in major two parts i.e. Building A and Building B;

A] BUILDING B AND ITS PHASES -

- a. Building B shall comprise of Wing B1, B2 and B3, 12 and a separate phase in form of 12 Show Rooms at Ground and Mezzanine Floors and Open Space No. 1 and 2;
- b. **PHASE I** of building B shall comprise of 12 Show Rooms at Ground and Mezzanine Floors of Building B1, B2 and B3 having total FSI adm. 2454.00 sq. Mtrs.. There shall be separate access, separate/ dedicated parking space for said showrooms. Except entry to parking space, no showroom/ shop owner/ visitor shall be allowed entry/ exit in residential area of Wing B1, B2 and B3.



- c. **PHASE II** of building B shall comprise of **144 Residential Flats** in **Wing B1** [48 Flats (2 BHK) 48 (2 BHK + Private Office) and 48 flats (3 BHK)] at First to 24th Floors having total FSI adm. 16616.62 Sq. Mtrs.;
- d. **PHASE III** of building B shall comprise of **106 residential flats** (108 Residential units as per IOD) in **Wing B2** [97 Flats (4 BHK), 7 flats (3 BHK) and 2 Studio Apartment] at First to 27th Floors having total FSI adm. **19487.09** Sq. Mtrs.;
- e. **PHASE IV** of building B shall comprise of **144 residential flats** in **Wing B3** [48 Flats (2 BHK) and 96 flats (2 BHK + Private Office)] at First to 24th Floors having total FSI adm. 16133.94 Sq. Mtrs.;

Total Parking allocation for Building B shall be as under: -

Phase	Details of floor and flats	Parking allocation
Phase I	Ground Floor + Mezzanine Floor Comprises of 12 Showrooms	24 Covered Car Parking, 44 Covered Scooter Parkings at Ground Floor (Part) of building (B TOD)
Phase II	1 st to 24 th Floors, 48 : 2 BHK 48 (2 BHK + Private Office) and 96 : 3 BHK Total : 144 Units	240 Covered Car Parking & 288 Scooter Parking at Basement (Part) + Ground (Part) + Podium parking - 1 (Part) + Podium parking -2 (Part) + Podium parking -3 (Part)
Phase III	1 st to 27 th Floor, 7 : 3 BHK 97 : 4 BHK and 2 : Studio Apartment Total: 106 Units (in IOD there are 108 apartments)	313 Covered Car Parking & 313 Scooter Parking at Basement (Part) + Ground (Part) + Podium parking - 1 (Part) + Podium parking - 2 (Part) + Podium parking - 3 (Part)
Phase IV	1 st to 24 th Floor, comprises of 48 - 2 BHK and 96 - (2 BHK + Private Office) Total : 144 Units	240 Covered Car Parking & 288 Scooter Parking at Basement (Part) + Ground (Part) + Podium parking - 1 (Part) + Podium parking - 2 (Part) + Podium parking - 3 (Part)
Visitors parking	Not applicable	22 Covered Car Parkings + 44 Covered Scooter Parkings at part of Ground Floor of Building 'B'

Common areas and spaces for Phase I, II, III and IV of Building B -

- Open Space No. 1 adm. 300.57 Sq. Mtrs.;
- Open Space No. 2 adm. 470.7 Sq. Mtrs.;
- The allocation of said car parking lots has been detailed herein above for each phase;
- There shall be total 839 covered car parking lots and 977 scooter parking lots for entire Building B at basement + Ground Floor + Podium parking - 1 +

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Podium parking-2 + Podium parking-3. The allocation of said car parking lots has been detailed herein above for each phase.

- v. Top Terrace of building - Flat/ Studio Apartment nos. 2701 & 2703 on 27th floor have open to sky adjoining terrace shown in the plan shall be exclusively for said Flat/ Studio Apartment. Roof / top terrace above 27th Floor shall be common for all occupants of Wing B-2.
- vi. Open Space No. 1 (ground level) and Open Space No. 2 (Podium Level) shall be developed with (i) Walkway Track, (ii) Yoga & Meditation Area , (iii) Multipurpose Play Court Volley Ball or Outdoor Badminton etc., (iv) Children's Play Area (Rubber Flooring), (v) Creche with Play area, (vi) Party Lawn, (vii) Stage With Background Wall, (viii) Cafeteria/ Library (ix) Covered Swimming Pool with Kids Pool, (x) Senior Citizen Sit-Out, (xi) Open Air Gym, (xii) Business Lounge (xiii) Indoor Games etc. shall be common for the occupants of Wing B1, B2, B3 excluding Commercial (12 Showroom) spaces.
- vii. Compound Wall, Sewage Treatment Plans (STP), Organic Waste Convertor (OWC), Gate, Gateways, Driveways, side margins, Ramp etc.
- viii. Transformer Space for Building A: Building B (comprising of 4 Phase i.e. Ground Floor commercial units, Wing B1 to B3) shall be separate in all respects from building A. The Transformer Room for building A shall be in the space appurtenant to building A. said Space shall be leased out of Maharashtra State Electricity Distribution Company Ltd. (MSEDC Ltd.) and except said arrangement there shall be no space, facility, Amenity, area, access etc. common for Building A and building B.
- ix. Arrangements regarding Phase I/ Showrooms :-
 - (a) The Phase I in form of 12 showroom shall be separate from Wing B1 to B3 in all respects.
 - (b) The said 12 showrooms are abutting 12 Mtrs. Wide road hence there is no question of entry and exit to the showroom owners in the entrance or common areas for balance entire project of building 'B'.
 - (c) The showroom owners or their visitors shall not be entitled to any common amenities or facilities in the open spaces, Top Terraces etc. of wing B1 to B3 except entry and exit to the parking space wherein the parking lots have been allocated to the unit holders in Wing B1 to B3 as well as showroom owners.



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18. THE PHASE WISE DEVELOPMENT OF THE PROJECT, SHALL BE AS UNDER:-

WING/ BUILDING	PHASE	DETAILS OF FLOORS & FLATS IN RESPECTIVE PHASE	F.S.I AS PER Building Sanctioned Plan Vide CC no. CC/2891/21 DT. 27/12/2021	PARKING ALLOCATION FOR RESPECTIVE PHASE
BUILDING 'A' Total Land area: 5403.00 Sq. Mtrs.				
A (CBD)	Phase I	Showroom Nos. 1 to 4 at Ground Floor + Mezzanine	1320.66 Sq.Mtrs.	12 Covered Car Parking, 25 Scooter Parking At Basement-1 (Part-1)
A (CBD)	Phase II	A] 62 Offices At 1 st to 16 th Floor	A]37901.79 Sq.Mtrs.	350 Covered Car Parking and 699 Scooter Parking at B-1 (Part-2) + B-2 (Part) + P-1 + P-2 + P-3 + P-4 + P-5
		B] Unit No. 63: Dispensary & Maternity Home (D & MH-3) Free of F.S.I Ground Floor + 1st Floor + 2 nd Floor + Service Floor	B] 1157.27 Sq. Mtrs. free FSI	Building 'A' at Ground Floor (Part) 5 Covered car Parking, 1 Ambulance covered Parking and 36 Scooter Parking
A	Visitors Parking for all units in Building A	Not applicable	Not applicable	36 Covered Car Parking and 72 Scooter Parking at Basement - 1 (Part) + Basement - 2 (Part)
A	For Differently Abled Persons	Not applicable	Not applicable	7 Covered Car Parking and 14 Scooter Parking at Podium 1 + Podium 2 + Podium-3
<p>Total FSI adme. 39222.45 out of permissible F.S.I area adm. 39222.54 Sq.Mtrs. +free FSI of D and MH3 is 1157.27 Sq.Mtrs. i.e. total F.S.I is : 40379.72 Sq. Mtrs. Total Land area: 5403.00 Sq. Mtrs.</p>				
BUILDING/ WING 'B' : Total land area: 9995.22 Sq. Mtrs.				
Building/ Wing	Phase	Comprising Floors & Flat Details	FSI details as per IOD	Parking Allocation Details
Building B – Commercial	Phase I	Ground Floor + Mezzanine Floor Comprises of 12 Showrooms	2454.00 Sq.Mtrs.	24 Covered Car Parking and 44 Covered Scooter Parkings at Ground Floor (Part)
Wing - B1	Phase II	1 st to 24 th Floors, 48 : 2 BHK, 48 : 2 BHK + Private Office &	16616.62 Sq. Mtrs.	240 Covered Car Parking & 288 Scooter Parking at Basement (Part) +

		48 : 3 BHK		Ground (Part) + P-1 (Part) + P-2 (Part) + P-3 (Part)
Wing - B2	Phase III	1 st to 27 th Floor, 7 : 3 BHK 97 : 4 BHK and 2 : Studio Apartment (in IOD there are 108 apartments)	19487.09 Sq. Mtrs.	313 Covered Car Parking & 313 Scooter Parking at Basement (Part) + Ground (Part) + P-1 (Part) + P-2 (Part) + P- 3 (Part)
Wing - B3	Phase IV	1 st to 24 th Floor, comprises of 48 – 2 BHK and 96 – 2 BHK + Private Office	16133.94 Sq. Mtrs.	240 Covered Car Parking & 288 Scooter Parking at Basement (Part) + Ground (Part) + P-1 (Part) + P-2 (Part) + P- 3 (Part)
For all 4 phases and all occupants -	Visitors Parking	Not applicable	Not applicable	22 Covered Car Parkings + 44 Covered Scooter Parkings at part of Ground Floor of Building 'B'
Total land area: 9995.22 Sq. Mtrs. : Total F.S.I 54892.50 Sq. Mtrs.,				
Amenities at Podium Amenity Floor & ground Open Space only for Wing B-1, B-2 & B-3 and not for Phase I of 12 Showrooms at Ground Floor (Part of Building B)			225.80 Sq.Mtrs.	
Total F.S.I including Amenity Area at Podium Floor			Proposed FSI 54888.45 Sq. Mtrs. out of Permissible area 54892.50 Sq.Mtrs	

19. REGARDING ACCOMMODATION RESERVATION & AMENITY SPACE AREA :-

- (i) Part of the property was under reservation for Dispensary and Maternity Home (D & MH3);
- (ii) Under permissible provisions of UDCPR 2020 said reservation has been shifted upon part of Amenity Space (in the proposed layout upon said property);
- (iii) Accordingly, said D and MH 3 Accommodation Reservation Development shall be in form of Construction part of Ground First, Second and Service Floor of Building A;
- (iv) The Amenity Space shall be on 1310.91 Sq. Mtrs. which shall be handed over the Pune Municipal Corporation;
- (v) Promoters shall be entitled to FSI double the area of Amenity Space adm. 2621.82 for utilization for said Project;
- (vi) Promoters shall be liable to carry out the construction of D & MH 3 and to hand over the same to PMC;



(vii) Promoters are entitled to FSI in form of TDR to extent of 2125.14 Sq. Mtrs. against the costs of construction of said D and MH3;

(viii) Promoters are also entitled to double FSI adm. 1044.60 against the area going under DP Road adm. 522.30 Sq.Mtrs.

Entire of above FSI has been proposed to be utilized for the construction of buildings in the said Project upon Schedule I Property/ Land.

20. THAT TDR HAS BEEN PURCHASED BY PROMOTER BY VIRTUE OF REGISTERED TRANSFER DEEDS AS DETAILED HEREUNDER:-

Name of the owner/ vendor	TDR/ FSI credit Area adm. & DRC No.	Area adm. After Indexing of TDR/ FSI	Registration Date Haveli No. Registration No.	Type of TDR
Mr. Sandeep Ramchandra Mahajan - HUF	630.95 Sq. Mtrs. from & out of DRC No. 004610	355.61 Sq.Mtrs.	11/11/2021 (Reg. dt. 15/11/2021) Haveli No. 4 14783/2021	Slum TDR
M/s. Om Tatha Investments	247.08 Sq.Mtrs. from A Zone from & out of DRC No. 004623	308.85 Sq. Mtrs. allowed to utilized in B Zone with Indexing.	11/11/2021 (Reg. dt. 15/11/2021) Haveli No. 4 14784/2021	Slum TDR
M/s. Omkar Investments	51.00 Sq. Mtrs. from 'B' slum Zone from & out of DRC No. 004538	31.48 Sq. Mtrs.	11/11/2021 (Reg. dt. 15/11/2021) Haveli No. 4 14787/2021	Slum TDR
Kedar Associates	70.21 Sq. Mtrs. from & out of DRC No. 004610	49.29 Sq. Mtrs.	11/11/2021 (Reg. dt. 15/11/2021) Haveli No. 4 14788/2021	Slum TDR
Square Developers through partners Hemant Gosavi & others	3762.85 Sq. Mtrs. from DRC No. 005600, 005601 & 005602	1558.12 Sq.Mtrs.	Dt. 23/11/2021 Haveli No. 04 15128/2021	Regular TDR
Mr. Sunil Shyam Mirpuri	185.50 Sq.Mtrs. from DRC No. 005510 Sq. Mtrs.	117.40 Sq. Mtrs.	Dt. 18/11/2021 Haveli No. 22 13816/2021	Regular TDR
Kedar Associates	56.60 Sq. Mtrs. from & out of DRC No. 004610	36.50 Sq. Mtrs.	25/11/2021 Haveli No. 22 14218/2021	Slum TDR
Total TDR	5004.19 Sq.Mtrs.	2393.80 Sq.Mtrs.		

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Thus the promoters propose to utilize the said TDR for the construction of proposed buildings in the proposed layout vide Commencement Certificate No. CC/2891/21 DT. 27/12/2021;

21. DETAILS OF NO OBJECTIONS CERTIFICATES AND PERMISSIONS OBTAINED BY SHREE VENAKTESH BUILDCON PVT. LTD. FROM COMPETENT AUTHORITIES AS UNDER -

- i) **GARDEN PROVISIONAL NOC** - Outward No. VRU PRA JA/ 3487, dated - 20/08/2021 issued by Pune Municipal Corporation
- ii) **ULC Order No. ULC/ K - 20 / KA - 3/ SR / 25 / 19/ 527**, Pune, Dated - 30/12/2021 from the Collector, Pune Urban Agglomeration, Pune. By virtue of said order the permission for development of the property has been granted thereby waiving all the conditions under UL (C & R) Act.
- iii) **Labour NOC** dated - 09/06/2021 issued by Commissioner, Labour Department regarding no dues of labour for sale/ Development / Transfer of said land.
- iv) Payment against permission for Accommodation Reservation Charges and Conversion Charges (use of Residential & Commercial) dated 01/10/2021 vide Challan No. CE/BP/16920/21.

22. DISCLOSURE AS TO BUILDINGS IN THE PROJECT AND NATURE OF ORGANIZATION:

No. of Wings/ Buildings	Units	Proposed Name
A (Phase I, II and units in D and MH3)	62 Offices & Unit No. 63 Dispensary & Maternity Home (D & MH3) 19 beds hospital + 4 Show rooms at B2 + B1 + Ground Floor + Mezzanine Floor + Podium parking 1 + Podium parking 2 + Podium parking 3 + Podium parking 4 + Podium parking 5 + 1 st to 16 th upper floors	Venkatesh Erandawane Central Building 'A' Co. Operative Housing Society Ltd.
B (Commercial) (Phase I)	12 show rooms at ground floor + Mezzanine Floor of building B	Venkatesh Erandawane Central Building 'B' Co. Operative Housing Society Ltd.
B1 (Phase II) (part of amenity floor)	144 residential units [48 (2BHK), 48 (2 BHK + Private Office) and 48 (3BHK)] at Basement (part) + Ground parking (part) + Podium parking 1 (part) + Podium Parking 2 (part) + Podium Parking 3 (part)	Venkatesh Erandawane Central Building 'B1' Co. Operative Housing Society Ltd.

	+ Amenity Podium Floor (Part) + 1st to 24th upper floors	
B2 (Phase III)	106 residential units [2 (Studio Apartment), 7 (3BHK) & 97 (4BHK)] at Basement (part) + Ground parking (part) + Podium parking 1 (part) + Podium Parking 2 (part) + Podium Parking 3 (part) + Amenity Podium Floor (Part) +1st to 27th upper floors (As per IOD total units 108 residential units).	Venkatesh Erandawane Central Building 'B2' Co. Operative Housing Society Ltd.
B3 (Phase IV)	144 residential units [48 (2BHK) and 96 (2 BHK + Private Office)] at Basement (part) + Ground parking (part) + Podium parking 1 (part) + Podium Parking 2 (part) + Podium Parking 3 (part) + Amenity Podium Floor (Part) + 1st to 24th upper floors	Venkatesh Erandawane Central Building 'B3' Co. Operative Housing Society Ltd.

23. ORGANIZATION OF UNIT PURHASERS AND FINAL CONVEYANCE :

1. As mentioned there shall be only 4 co-operative housing society of all unit holders in Building B (Phase I, Phase II, Phase III and Phase IV);
2. Final conveyance of Phase I in Building B alongwith FSI adm. 2454.51 Sq. Mtrs. shall be in favour of the co-operative housing society of commercial 12 unit holders. Said society shall be totally independent and shall not have any common rights in common amenities and facilities in residential area of B1, B2 and B3 except the dedicated parking at Ground Floor. The said society shall contribute for maintenance of dedicated parking, STP, OWC, underground water tank & common amenities etc.;
3. Final conveyance of each wing (B1, B2 and B3) alongwith a well-defined FSI and proportionate share in land as well as all the amenities and facilities shall be in favour of each society;
4. Since the number of co-operative housing societies in Building B is 4 and inadequate to form the Federal Society, there shall be either 'other purpose' co-operative housing society/ company or such other entity to collect contribution to maintain all the amenities and facilities in Open Space No. 1 and 2 and such other common amenities and facilities in building B.
5. While there shall be only one co-operative housing society of all unit holders in Building A (Phase I, Phase II and units in D and MH 3) and Final conveyance of

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Building 'A' alongwith defined portion of land adm. 5403.47 Sq. Mtrs. and defined FSI shall be in favour of said Building A.

24. EXISTING CHARGE/ PROJECT FINANCE/ MORTGAGE DETAILS:- Promoters have availed the loan on plot of land admeasuring 15398.22 Sq. Mtrs. (after deducting the area under DP road adm. 522.30 Sq. Mtrs. + Amenity Space adm. 1310.91 Sq. Mtrs.) out of total area adm. 17231.43 Sq. Mtrs. comprising of (i) City Survey No. 137 adm.1590.0 Sq. Mtrs., (ii) City Survey No. 138 (part) adm. 14262.0 Sq. Mtrs. from total 19425.0 Sq. Mtrs., (iii) City Survey No. 170 adm. 48.40 Sq. Mtrs., (iv) City Survey No. 171 adm. 99.41 Sq. Mtrs. and (v) City Survey No. 172 adm 1231.62 Sq. Mtrs. and Building 'A' (CBD) Commercial Building 'B' Commercial plus Residential (comprising of Show Rooms at Ground + mezzanine Floor and separate residential Wings B1, B2 and B3) in the project Venkatesh Erandwane Central, from India Overseas Bank, Cantonment Branch, no.7 Wonderland Building, M.G. Road, Pune by furnishing the security of project land, buildings and commercial & Residential units under Registered Deed of Mortgage executed on 18/12/2021 same has registered on 20/12/2021, in the office of Sub Registrar Haveli 9 at Sr. No. 9713/2021.

According to terms of sanction of the loan, the instruments towards the payment of consideration/ price of the apartment shall be received by instruments drawn in the name "SHREE VENKATESH BUILDCON PVT.LTD.", for the repayment of the Project Loan and before Agreement to sale of each flat bank shall issue the No Objection Certificate 'NOC';

25. VERIFICATIONS:

A] PUBLIC NOTICES:

I cause the circulation of Public Notices in respect of said entire property and proposed purchase from Cummins India Ltd. as detailed hereunder:

- a) Public in daily 'SAKAL' dated 29/04/2021 in 'Marathi Language;
- b) Public Notice in daily 'TIMES OF INDIA' dated 29/04/2021 in English Language
- c) Public Notice in daily 'PRABHAT' dated 30/04/2021 in Marathi Language.

I have not received any objection on any ground to said Public Notices within prescribed time and even thereafter till date.

B] SEARCH: I caused to be conducted the following Searches –

- A] search of Index II registers on the website of IGR Maharashtra for last thirty years;
- B] Search of Registrar of Companies Records and especially Register of Charges;
- C] Online search with object to trace any pending litigation in Courts in Pune and Hon. High Court.



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Advocate
LLM, DLL & LW, DHL

Despite above searches I found no existing encumbrance, charge, pending litigation upon/ in respect of the said Property except the entries detailed above.

26.OPINION :-

On the basis of the documents, events and verifications mentioned above, I hereby opine that -

A] Title of SHREE VENKATESH BUILDCON PVT. LTD. in respect of said Proposed Project/ Said Project described in clause no. 1 above is clean, clear, marketable and free of any encumbrances and charges.

B] SHREE VENKATESH BUILDCON PVT. LTD. shall be entitled to implement the said Project in form of **Phase- II** in form of '**Wing B1**' consisting of 144 residential units [48 Flats (2 BHK), 48 Flats (2 BHK + Private Office) and 48 Flats (3 BHK)] at 1st to 24th floor having total FSI adm. **16616.62 Sq. Mtrs.** in Building B along with allocated Parking for said 144 residential units at Basement (Part) + Ground (Part) + P-1 (Part) + P-2 (Part) + P-3 (Part) with 240 Covered Car Parking and 288 Covered Scooter Parking which is Part of larger project style as '**VENKATESH ERANDAWANE CENTRAL**' upon portion of land adm. 15398.22 Sq. Mtrs. (after deducting area under Amenity Space and DP Road) in the layout of larger land admeasuring 17231.43 Sq. Mtrs. comprising of (i) City Survey No. 137 adm.1590.0 Sq. Mtrs., (ii) City Survey No. 138 (part) adm. 14262.0 Sq. Mtrs. from total 19425.0 Sq. Mtrs., (iii) City Survey No. 170 adm. 48.40 Sq. Mtrs., (iv) City Survey No. 171 adm. 99.41 Sq. Mtrs. and (v) City Survey No. 172 adm 1231.62 Sq. Mtrs., situated at Erandwana, Taluka Pune City and within the limits of Pune Municipal Corporation.

All the papers returned herewith.



**UNMESH DESHPANDE
ADVOCATE**

Unmesh Deshpande
Advocate
LLM, D.L.L., LL.M., D.C.L.

CHALLAN
MTR Form Number-6



GRN	MH001082283202122E	BARCODE	Date 07/05/2021-17:00:15		Form ID
Department	Inspector General Of Registration		Payer Details		
Type of Payment	Search Fee	Other Items	TAX ID / TAN (If Any)		
Office Name	TIVLI_HAVELI NO1 SUB REGISTRAR		PAN No. (if Applicable)		
Location	PUNE		Full Name	Adv Unmesh Deshpande	
Year	2021-2022 From 01/04/2021 To 31/03/2022		Flat/Block No.	Revenue Colony	
Account Head Details	Amount In Rs.	Premises/Building	Road/Street	Shivajinagar	
0030072201 SEARCH FEE	100.00	Area/Locality	Town/City/District	Pune	
		PIN	4 1 1 0 0 5		
		Remarks (If Any)	Search for CTS no. 137 138 170 171 and 172 Erandawane pune area adm. 1 Hec. 72 Ares		
Total	Amount In	Words	One Hundred Rupees Only		
	100.00				
Payment Details	STATE BANK OF INDIA		FOR USE IN RECEIVING BANK		
Cheque/DD No.	Bank CIN	Ref. No.	00040572021050735090	K08CONGY1	
Name of Bank	Bank Date	RBI Date	07/05/2021-17:24:02	Not Verified with RBI	
Name of Branch	Bank-Branch	Scroll No. , Date	STATE BANK OF INDIA		
			Not Verified with Scroll		

Department ID :
 NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document
 'सर्वरत चालन "ऑनलाइन पेमेंट" गध्ये नगुद कारणासाठीच लागू आहे. इतर कारणासाठी किंवा नोंदणी न करता वरिष्ठाच्या दस्त्यासाठी लागू नाही.
 Mobile No. : 8379051111



CHALLAN
MTR Form Number-6

Form ID	20/04/2021-15:59:17
Barcode	MI10000635435202122E

Department	Inspector General Of Registration
Type of Payment	Search Fee
Office Name	HVL1_HAVELI NO1 SUB REGISTRAR
Location	PUNE
Year	2021-2022 From 01/01/1985 To 20/04/2021

Account Head Details	Amount In Rs.	750.00
0030072201 SEARCH FEE		

Full Name	Adv Unmesh Deshpande
Flat/Block No.	Revenue Colony
Premises/Building	Shivajinagar
Road/Street	
Area/Locality	Pune
Town/City/District	
PIN	4 1 1 0 0 5

Remarks (If Any)	Thirty years search of CTS no. 130 137 170 171 and 172 Mouja Erandlawane Pune
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Total	Amount In	Seven Hundred Fifty Rupees Only
	Words	750.00

Payment Details	STATE BANK OF INDIA		
Cheque/DD Details			
Bank CIN	Ref. No.	00040572021042046212	IK0BCECVTS
Bank Date	RBI Date	20/04/2021-16:24:00	Not Verified with RBI
Bank-Branch	STATE BANK OF INDIA		
Scroll No. . Date	Not Verified with Scroll		

Department ID :
NOTE:- This challan is valid for reason mentioned in Type of payment only. Not valid for other reasons or unregistered document.
याचर चालान "उपरोक्त कारण वरून" असे कारण उल्लेखित केलेले आहे. इतर कारणांसाठी किंवा नोंदणी न करता याचालान वापरलेले जाणू नये।
Mobile No 8379051111