



To,

MahaRERA 349

109 – 113, Maharaja Sayajirao Gaikwad Udyog Bhavan,
Aundh, Pune – 411007.

LEGALTITLE REPORT

Dear Sir,

Sub : Title clearance certificate with respect to

All that piece or parcel of land bearing Survey No. 137/2, admeasuring 3 Hectares 13 Ares, lying and situated at Village Pashan, Taluka Haveli, District Pune, within the Registration Sub-District of Taluka Haveli, District Pune, and within the limits of the Municipal Corporation of Pune, hereinafter referred to as, "**the said Property**".

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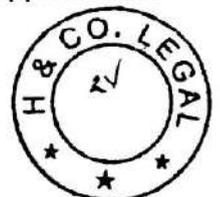
1. We have investigated the title of the said Properties as more particularly described hereinbelow on the request of **Livience Lifespace Private Limited**, having its registered address at Rectifier House, 570, Naigaon Cross Road, Wadala, Mumbai 400031, The summary of the investigation of title undertaken by us is set out herein below:

A. DESCRIPTION OF THE SAID PROPERTIES:

All that piece or parcel of land bearing Survey No. 137/2, admeasuring 3 Hectares 13 Ares, lying and situated at Village Pashan, Taluka Haveli, District Pune, within the Registration Sub-District of Taluka Haveli, District Pune, and within the limits of the Municipal Corporation of Pune, hereinafter referred to as, "**the said Property**".

B. THE DOCUMENTS OF ALLOTMENTS OF THE SAID PROPERTIES ARE AS FOLLOWS:

- (i) Sale Deed dated 30 December 2020, registered with the office of the Sub-Registrar of Assurances, at Haveli No. 14, under Serial No. 5007/2021, executed by Gangubai Ranu Nimhan and others, in favour of Automatic Electric Power Private Limited, through its Director, Sharad Dattatray Bal;
- (ii) By a Certificate of Incorporation Pursuant to Change of Name dated 27 September 2022 issued by the Registrar of Companies, Mumbai, it appears that



the name of Automatic Electric Power Pvt. Ltd. was changed to Livience Lifespace Pvt.Ltd.

C. REVENUE RECORDS

- (i) On perusal of the 7/12 extracts for the years 2018-19 to 2019-20, it appears that the name of Automatic Electric Power Private Limited, through its director Sharad Dattatray Bal is recorded as the owner of the said Property.
- (ii) Effect to Certificate of Incorporation Pursuant to Change of Name dated 27 September 2022 has not been recorded in the revenue records for the said Property.

D. SEARCH REPORTS OF THE SAID PROPERTIES:

Index II Search Report dated 30 April 2022, issued by the search agent, Advocate Kailash Thorat in respect of search conducted in respect of the said Property for a period of 30 years from the year 1993 upto 2022;

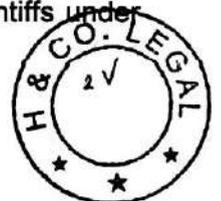
E. LITIGATIONS ON THE SAID PROPERTIES:

a. Special Civil Suit No. 677/1995

- (i) It appears that Sampadanagar Co-operative Plot Holders' Society, (Proposed) through its promoters (1) Sadashiv Digambar Rairikar, deceased, through his legal representatives (1a) Madhumalati Sadashiv Rairikar, deceased, represented by (1b to 1f), (1b) Bhalchandra Sadashiv Rairikar (1c) Dattatray Sadashiv Rairikar (1d) Maithili Jayram Potdar (1e) Sulochana Jayprakash Gantelu (1f) Madhavi Manohar Tulpule and (2) Balwant Ramchandra Natu as the Plaintiffs therein, had filed a Special Civil Suit No. 677/1995 before the Civil Judge, Senior Division, Pune against (1) Ranu Venu Nimhan, deceased, through his legal representative, Defendant No. 3, Pundlik Ranu Nimhan (2) Subhadra Dharmaji Nimhan (3) Pundlik Ranu Nimhan (4) Sharda Pundlik Katiar (5) Leela Gopal Rairikar (6) Gangadhar Shankar Tagare, deceased, through his legal representatives (6.1) Sunanda Gangadhar Tagare and (6.2) Chandrashekhar Gangadhar Tagare (7) H. G. Deshpande, deceased, through his legal representatives (7a) Pratibha Hanumant Deshpande (7b) Nitin Hanumant Deshpande (7c) Satish Hanumant Deshpande (7d) Mrunali Nitin Belsare and (7e) Manasi Vyankatesh Ghamande (8) Bhalchandra Sadashiv Rairikar (9) Rahul Rajan Potdar (10) Santosh Shashikant Harhare (11) V. R. Latkar (12) Shashank Prabhakar Sandbhor (13) Pukhraj Bansilal Sancheti (14) Jayant Ramchandra



Tawre and Pandurang Ramchandra Tawre (15) Surekha Bansilal Charholikar (16) Vijaya Shivram Deshpande (17) Vinaya Dattatray Kelkar (18) N. G. Hegde and Usha N. Hegde (19) Prabha Ashok Pawar (20) Arun Vinayak Saatghare (21) Shankar Kariappa Orse (22) Madhukar Ganpat Jadhav (23) Urmila Trimbak Ketkar (24) Shrikant Vishnu Gokhale (25) Anil Prabhakar Deshmukh (26) Dhananjay Dinkar Chandakkar (27) Dattatray Heramb Gorhe, deceased, through his legal representatives (27a) Urmila Dattatray Gorhe (27b) Ratnakar Dattatray Gorhe (27c) Shirish Dattatray Gorhe and (27d) Parag Dattatray Gorhe (28) Kiran Gangadhar Abhyankar (29) Avinash Ramchandra Gokhale (30) Ashok S. Prabhu, deceased, through his legal representatives (30.1) Nayana Ashok Prabhu (30.2) Aditya Ashok Prabhu and (30.3) Prayagi Amogh Rudra (31) Dhananjay Raghunath Jogdand (32) Anil Raghunath Jogdand (33) Avinash Vinayak Datar and Shrinivas Vinayak Datar (34) Sharad Mangesh Rege (35) K. V. Aasgaonkar (36) Madhav Gangadhar Abhyankar (37) Harish J. Gandhi (38) S. B. Kulkarni (39) Rameshchandra Kisansingh Bias, deceased, through his legal representative (39a) Ajitsingh Rameshchandra Bias (40) Digambar Narhar Dani and Rajendra Mathuraj Natekar (41) Pandurang Mohan Shardul and Indubai Jagannath Shardul (42) Jitendra Amrutlal Mehta (43) Avinash Waman Kale (44) Akanksha A. Galwankar (45) Dilip P. Patankar, deceased, through his legal representatives (45.1) Sujata Dilip Patankar (45.2) Alok Dilip Patankar (46) Anjali Bhattacharya (47) Yashwant Madhav Gadgil (48) Karunakar Shetty Pangal (49) Dilip Madhav Panse (50) Anandibai Dinkar Jamnerkar (51) V. M. Vaidya (52) Shankar Vyankatesh Karne (53) Arvind Vishnu Harhare, deceased, through his legal representatives (53.1) Nitin Arvind Harhare and (53.2) Ninad Arvind Harhare and (54) Sulochana Ganpat More, as the Defendants therein alleging non-co-operation and refusal on part of the Defendant Nos 1, 3 and the husband of Defendant No. 2 to execute a Sale Deed pursuant to the abovementioned Agreement to Sell dated 3 May 1984 and further alleging illegal revocation / cancellation of the abovementioned said Agreement to Sell dated 3 May 1984 and Power of Attorney dated 30 July 1986; and thereby praying for (1) declaration that the said Agreement to Sell dated 3 May 1984 and the said Power of Attorney dated 30 July 1986 be binding on the Defendants, (2) Order of specific performance directing the Defendants to obtain all the necessary permissions and sanctions required for the sale of the said Property, as specified in the Agreement to Sell dated 3 May 1984, (3) directions to be issued to the Defendants to handover possession of the said Property to the Plaintiffs under



the said Agreement to Sell dated 3 May 1984 and as part performance of and guarantee to execute a Sale Deed and for appointment of a Court Commissioner on failure to do so (4) order restraining the Defendants from creating any third party rights / interest in the said Land (5) compensation of Rs. 2,71,84,340/- (Rupees Two Crores, Seventy One Lakhs, Eighty Four Thousand, Three Hundred and Forty Only) along with interest at a rate of 21% p.a., and such other appropriate reliefs, more particularly stated therein.

- (ii) It appears that the parties have thereafter have arrived at a settlement and by a Withdrawal Purshis dated 4 May 2022, the Plaintiff therein applied that they do not intend to proceed with the said Suit and that the present suit be disposed off. By Order dated 21 June 2022 read with Order dated 30 July 2022, the Hon'ble Court dismissed the suit as withdrawn unconditionally.
- (iii) It also appears that a Civil Revision Application No. 287 of 2022 was filed before the High Court of Judicature at Bombay by Pundalik Ranu Nimhan against Sampadanagar Co-operative Plot Holders' Society, (Proposed) and others. By an Order dated 29 June 2022, it appears that due to the withdrawal of the said Suit No. 677 of 1995, the said Civil Revision Application No. 287 of 2022 has also been withdrawn. We have not been provided with copy of the papers and proceedings in the said Civil Revision Application No. 287 of 2022 for perusal, save and except the said Order dated 29 June 2022.

b. Special Civil Suit No. 47 of 2015

- (i) It appears that Sulochana Ganpat More, as the Plaintiff, filed Special Civil Suit No. 47 of 2015, before the Civil Judge, Senior Division Pune against (1) Gangubai Ranu Nimhan (2) Pundlik Ranu Nimhan (3) Asha Vilas Kalje and (4) Subhadra Dharmaji Nimhan as the Defendants therein, for her ½ share in several suit properties, including the said Property, inherited by her as per the laws of Hindu Succession, thereby praying for partition and division of several suit properties, including the said Property, for possession, for injunction and others prayers as more particularly stated therein. The papers and proceedings in the said Suit refers to a Notice of Lis Pendence registered by the Plaintiff therein in respect of said Suit No. 47 of 2015, however, we have not been provided with a copy of the same for perusal.



- (ii) In accordance with the Compromise Pursis filed, by an Order dated 9 March 2021, the said suit was disposed off with direction to draw Consent Decree in terms of the Compromise Pursis. On further perusal of the Compromise Purshis, it appears that though the said Property has been referred to therein as being a part of the said suit, however, the Compromise Purshis does not specifically state about the allotment of the said Property to either the Plaintiff therein or Defendant therein. The said Compromise Pursis also refers to a Partition Deed dated 17 May 1995, bearing registration No. 7086/1996, however we have not been provided with copy of the same for perusal.
- (iii) In any event as the said Suit has been disposed off by the said Order dated 9 March 2021 and also all the parties to the said Suit had executed the said Sale Deed dated 30 December 2020, mentioned hereinabove and executed in favour of the Present Owner, thus, the said suit has no bearing on the title of the Present Owner to the said Property.

F. PERMISSIONS AND SANCTIONS OBTAINED:

By Commencement Certificate bearing No. CC/2814/22 dated 23 January 2023, Pune Municipal Corporation granted permission to the Present Owner to commence development of the said Property as per the sanctioned plan and on the terms and condition stated therein.

- G. On perusal of the abovementioned documents and all other relevant documents relating to the title of the said Property, we are of the opinion that subject to whatever is stated in Annexure A attached herein, the title of Livience Lifespace Private Limited to the said Properties is clean, clear and marketable.

H. OWNER OF THE SAID PROPERTIES:

Livience Lifespace Private Limited is the owner of the said Property.

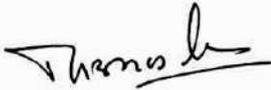
- I. The report reflecting the flow of title of the Livience Lifespace Private Limited to the said Property, is to be read in conjunction with what is stated in Annexure A, and is subject to what is stated therein, including the observations, qualifications and assumptions stated therein. We have thereafter not updated the title in respect of



the said Property and the present Legal Title Report shall be restricted only for the period till January 2023.

Dated this 13th day of February 2023.

For H & Co. Legal



Partner

Enclosed:

Annexure as above.



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ANNEXURE A

LIST OF DOCUMENTS PERUSED:

- a. Photocopy of 7/12 extract of Survey No. 137/2 for the period 1951-52 to 2019-20;
- b. Photocopies of Mutation Entry Nos. 1609, 1919, 4279, 4280, 5912, 6320, 6468, 6934, 6947;
- c. Photocopy of notarized Agreement to Sell dated 3 May 1984, executed by (1) Ranu Venu Nimhan (2) Dharmaji Venu Nimhan and (3) Pundlik Ranu Nimhan, in favour of Sampadanagar Co-Operative Plot Holders' Society, (Proposed), through its Promoters, (1) Sadashiv Digambar Rairikar and (2) Balwant Ramchandra Natu;
- d. Photocopy of notarized Power of Attorney dated 30 July 1986, executed by (1) Ranu Venu Nimhan (2) Dharmaji Venu Nimhan and (3) Pundlik Ranu Nimhan, in favour of Sadashiv Digambar Rairikar;
- e. Photocopy of Order dated 29 June 1991 passed by the Deputy Collector and Competent Authority, Pune Urban Agglomeration, Pune in Case Nos. 299-NI+ 302-NI+ 303-NI;
- f. Photocopy of Order dated 22 March 2001 passed by the Deputy Collector and Competent Authority, Pune Urban Agglomeration, Pune in Case No. 299-NI;
- g. Photocopy of Release Deed dated 11 January 2011, registered with the office of Sub-Registrar of Assurances at Haveli No. 2 under Serial No. 428/2011, executed by Asha Vilas Kalje in favour of Gangubai Ranu Nimham;
- h. Photocopy of Sale Deed dated 30 December 2020, registered with the office of the Sub-Registrar of Assurances, at Haveli No. 14, under Serial No. 5007/2021, executed by Gangubai Ranu Nimhan and others, in favour of Automatic Electric Power Private Limited, through its Director, Sharad Dattatray Bal;
- i. Photocopy of Irrevocable Power of Attorney dated 12 March 2021, registered with the office of the Sub-Registrar of Assurances, at Haveli No. 14, under Serial No.



5009/2021, executed by Gangubai Ranu Nimhan and others, in favour of Automatic Electric Power Private Limited, through its Director, Sharad Dattatray Bal;

- j. Photocopy of Correction Deed dated 19 January 2022, registered with the office of the Sub-Registrar of Assurances, at Haveli No. 11, under Serial No. 1159/2022, executed by Gangubai Ranu Nimhan and others, in favour of Automatic Electric Power Private Limited, through its Director, Sharad Dattatray Bal;
- k. Photocopy of Certificate of Incorporation Pursuant to Change of Name dated 27 September 2022 issued by the Registrar of Companies, Mumbai;
- l. Photocopy of the Commencement Certificate bearing No. CC/2184/22 dated 23 January 2023 issued by Pune Municipal Corporation.
- m. Photocopy of the following documents pertaining to Special Civil Suit No. 677/1995:
 - (i) Complaint,
 - (ii) Withdrawal Plea dated 4 February 2022,
 - (iii) Order dated 21 June 2022;
 - (iv) Order dated 30 July 2022
 - (v) Order dated 29 June 2022 in Civil Revision Application No. 287 of 2022;
- n. Photocopy of the following documents pertaining to Special Civil Suit No. 47 of 2015:
 - (i) Complaint,
 - (ii) Order dated 9 March 2021.
- o. Original Index II Search Report dated 30 April 2022, issued by Adv. Kailash Thorat;
- p. Original Public Notices dated 12 August 2022 published on 17 August 2022 in the daily newspapers "Prabhat" and "Maharashtra Times" (Marathi) and "Economic Times" (English);
- q. Original Objection Letter dated 20 August 2022, issued by Avinash Vinayak Datar;
- r. Original Letter dated 10 February 2022 addressed by Present Owner;





FLOW OF TITLE

1. BRIEF HISTORY:

- a. On perusal of the 7/12 Extract for the period from 1951-52 to 1963-64 in respect of land bearing Survey No. 137/2 admeasuring 7 Acres 29 Gunthas, situated at Village Pashan, Taluka Haveli, District Pune (hereinafter referred to as, "**the said Land**"), it appears that the names of (1) Ranu Venu Liman and (2) Dharmaji Venu Liman were the recorded as owners therein.
- b. From Mutation Entry No. 1609 dated 30 May 1963, it appears that as Ranu Venu Liman and Dharmaji Venu Liman were owners of various lands, including the said Land in equal proportion, i.e., 8 Anna share each. By an Order bearing No. 1255 dated 30 May 1963, passed by the Circle Inspector, directions were issued to record the shareholding of each owner, i.e., of Ranu Venu Liman and Dharmaji Venu Liman as 8 Annas each in the record of rights of such properties, including the said Land. Accordingly, the share of Ranu Venu Liman being 8 Annas and the share of Dharmaji Venu Liman being 8 Annas was recorded in the 7/12 extract for the said Land. We have not perused the said Order dated 30 May 1963.
- c. From Mutation Entry No. 1919 dated 15 May 1969, it appears that pursuant to the enforcement of the provisions of the Maharashtra State Weights and Measurements (Enforcement) Act, 1958 and Indian Coinage Act, 1955, in Village Pashan, Taluka Haveli, District Pune; the units of measurement were changed from Acres and Gunthas to Hectares and Ares. Pursuant thereto, the area of the said Land bearing Survey No. 137/2 was converted from 7 Acres 29 Gunthas to Survey No. 137/2 admeasuring 3 Hectares 13 Ares, hereinafter referred to as "**the said Property**".
- d. By and under a notarized Agreement to Sell dated 3 May 1984, made and entered into between (1) Ranu Venu Nimhan (2) Dharmaji Venu Nimhan and (3) Pundlik Ranu Nimhan, referred to as the Vendors therein and Sampadanagar Co-Operative Plot Holders' Society, (Proposed), through its Promoters, (1) Sadashiv Digambar Rairikar and (2) Balwant Ramchandra Natu, referred to as the Purchaser therein, the Vendors therein agreed to sell the said Property in favour of the Purchaser therein, for the consideration and upon the terms and conditions stated therein, including *inter-alia*, a specific condition that a Sale Deed / Deed of Conveyance in respect of the said



Property would be executed within 3 (three) years from the date of the said Agreement to Sell dated 3 May 1984.

- e. Pursuant to the said Agreement to Sale dated 3 May 1984, the Vendors therein executed a notarized Power of Attorney dated 30 July 1986, thereby appointing Sadashiv Digambar Rairikar being one of the promoters of Sampadanagar Co-Operative Plot Holders' Society as their constituted attorney, to do all the acts, deeds, matters and things more particularly stated therein.
- f. It appears that the said Sampadanagar Co-Operative Plot Holders' Society (Proposed) committed breach of the terms and conditions of the said Agreement to Sell dated 3 May 1984 by not executing a Sale Deed within a period of 3 (three) years from the date of the said Agreement to Sell as was agreed upon by the Parties therein. In view thereof, the said (1) Ranu Venu Nimhan (2) Pundlik Ranu Nimhan and (3) Subhadra Dharmaji Nimhan (wife of Dharmaji Venu Nimhan), through their Advocate, H. S. Nimhan terminated the said Agreement to Sell dated 3 May 1984 and the said Power of Attorney dated 30 July 1986. Being aggrieved by such a termination, Sampadanagar Co-Operative Plot Holders' Society filed Special Civil Suit No. 677 of 1995, as is more particularly mentioned in clause 4 hereinbelow. We have not been provided with the Notice by which the said Agreement to Sell 3 May 1984 and Power of Attorney dated 30 July 1986 were cancelled or terminated.
- g. From Mutation Entry No. 4279 dated 9 December 1997, it appears that the said Dharmaji Venu Nimhan expired on 29 August 1989, leaving behind the following as his legal heirs and representatives:
- (i) Subhadra Dharmaji Nimhan (widow);
 - (ii) Savitrabai Dharmaji Nimhan (widow);
 - (iii) Sulochana Ganpat More (daughter);

Accordingly, the names of (i) to (iii) were recorded in the owners' column of the 7/12 extracts of the said Property for the share of Dharmaji Venu Nimhan.

- h. From Mutation Entry No. 4280 dated 9 December 1997, it appears that the said Ranu Venu Nimhan expired on 26 October 1995, leaving behind the following as his legal heirs and representatives:
- (i) Gangubai Ranu Nimhan (widow);
 - (ii) Pundalik Ranu Nimhan (son);
 - (iii) Asha Vilas Kalje (daughter);



Accordingly, the names of (i) to (iii) were recorded in the owners' column of the 7/12 extracts of the said Property for the share of Ranu Venu Nimhan. However, it appears that the name of Asha Vilas Kalje has been recorded as Asha Dilip Kalje, and for the purpose of this certificate, we have assumed that both names belong to one person.

- i. By a Release Deed dated 11 January 2011, registered with the office of Sub-Registrar of Assurances at Haveli No. 2 under Serial No. 428/2011, made and entered into between Asha Vilas Kalje referred to as the Releasor therein and Gangubai Ranu Nimhan referred to as the Releasee therein, the Releasor therein released all her right, title and interest in the said Property in favour of the Releasee therein on the terms and conditions stated therein. However, effect to the said Release Deed dated 11 January 2011 has been recorded in the revenue record only by Mutation Entry No. 6947 dated 21 May 2021, mentioned hereinbelow.
- j. It appears that Mutation Entry No. 5912 is reflected in the 7/12 extracts of the said Land for the period 2000-2001 to 2011-12, however the same does not appear to be related to the said Property and therefore, we have not commented upon the same.
- k. From Mutation Entry No. 6320 dated 2 June 2015, it appears that the said Savitrabai Dharmaji Nimhan expired on 2 December 2008, leaving behind Sulochana Ganpat More, her daughter as her only legal heir and representative. Accordingly, as the name of Sulochana Ganpat More was already recorded, the name of Savita Dharmaji Nimhan was deleted from the 7/12 extracts of the said Property. The said Mutation Entry No. 6320 also refers to an Order bearing No. HNo/Kavi/4200/2014 dated 11 May 2015, passed by the Tehsildar, Haveli. We have not perused the said Order dated 11 May 2015.
- l. From Mutation Entry No. 6468 dated 18 February 2017, it appears that the same is not related to the said Property and thus we have not commented on the same.
- m. By and under a Sale Deed dated 30 December 2020, registered with the office of the Sub-Registrar of Assurances, at Haveli No. 14, under Serial No. 5007/2021, made and entered into between (1) Gangubai Ranu Nimhan (2) Pundalik Ranu Nimhan, (3) Janabai Pundlik Nimhan, (4) Rajendra Pundlik Nimhan, for self and as natural guardian, father of minor children, (i) Tanaya Rajendra Nimhan, (ii) Tanish Rajendra Nimhan, (iii) Tejas Rajendra Nimhan, (5) Ashwini Rajendra Nimhan, (6) Nirmala Dilip Kamthe, (7) Suvarna Dilip Takle, (8) Sandhya Dattatray Asawle, (9) Asha Vilas Kalje, (10) Sulochana Ganpat More, (11) Devidas Ganpat More, (12) Kashinath Ganpat



More, (13) Yogesh Ganpat More, (14) Sunanda Raosaheb Giramkar, (15) Ratan Arun Kadam, (16) Baby alias Hira Sanjay Khirid, (17) Kalpana Vilas Kadam, (18) Prateek Sunil Kate, (19) Rohit Sunil Kate, (20) Shama Ravindra Yadav and (21) Subhadra Dharmaji Nimhan, referred to as the Vendors therein and Automatic Electric Power Private Limited, through its Director, Sharad Dattatray Bal, referred to as the Purchaser therein, the Vendors therein sold, transferred and conveyed the said Property in favour of the Purchaser therein, for the consideration and on the terms and conditions stated therein. It further appears that under the said Sale Deed dated 30 December 2020, the consideration payable to the Vendors therein was partly in monetary form and partly by way of office spaces / shops / commercial spaces that would be constructed on the said Property.

- n. The Present Owner has, by its Letter dated 10 February 2023 stated that the entire monetary consideration payable under the said Sale Deed dated 30 December 2020 has been paid by the Purchaser to the Vendors, However, the consideration payable in the form of constructed office spaces / shops / commercial spaces will be handed over at a future date, in terms of the said Sale Deed dated 30 December 2020.
- o. Pursuant to the abovementioned Sale Deed dated 30 December 2020, the Vendors therein also executed an Irrevocable Power of Attorney dated 12 March 2021, registered with the office of the Sub-Registrar of Assurances, at Haveli No. 14, under Serial No. 5009/2021, thereby appointing the Purchaser therein as their attorney, to do all the acts, deeds, matters and things in respect of the said Property, more particularly stated therein.
- p. Pursuant to Sale Deed dated 30 December 2020, Mutation Entry No. 6934 dated 25 May 2021 came to be effected and the name of Automatic Electric Power Private Limited, through its directors Sharad Dattatray Bal was recorded as the owner in the 7/12 extract of the said Property.
- q. Pursuant to the said Release Deed dated 11 January 2011, Mutation Entry No. 6947 dated 21 May 2021, came to be effected and the name of Asha Vilas Kalje was deleted from the 7/12 Extract for the said Property.
- r. By a Correction Deed dated 30 December 2021, registered with the office of Sub-Registrar of Assurances at Haveli No. 11, under Serial No. 1159/2022, made and entered into between (1) Gangubai Ranu Nimhan (2) Pundalik Ranu Nimhan, (3) Janabai Pundlik Nimhan, (4) Rajendra Pundlik Nimhan, for self and as natural



guardian, father of minor children, (i) Tanaya Rajendra Nimhan, (ii) Tanish Rajendra Nimhan, (iii) Tejas Rajendra Nimhan, (5) Ashwini Rajendra Nimhan, (6) Nirmala Dilip Kamthe, (7) Suvarna Dilip Takle, (8) Sandhya Dattatray Asawle, (9) Asha Vilas Kalje, (10) Sulochana Ganpat More, (11) Devidas Ganpat More, (12) Kashinath Ganpat More, (13) Yogesh Ganpat More, (14) Sunanda Raosaheb Giramkar, (15) Ratan Arun Kadam, (16) Baby alias Hira Sanjay Khirid, (17) Kalpana Vilas Kadam, (18) Prateek Sunil Kate, (19) Rohit Sunil Kate, (20) Shama Ravindra Yadav and (21) Subhadra Dharmaji Nimhan, all through their constituted attorney Automatic Electric Power Pvt. Ltd. through Director Sharad Dattatray Bal, referred to as the Vendors therein and Automatic Electric Power Private Limited, through its Director, Sharad Dattatray Bal, referred to as the Purchaser therein, the parties therein rectified the error occurring the said Sale Deed dated 30 December 2022 on the terms and conditions stated therein.

- s. By a Certificate of Incorporation Pursuant to Change of Name dated 27 September 2022 issued by the Registrar of Companies, Mumbai, it appears that the name of Automatic Electric Power Pvt. Ltd. was changed to Livience Lifespace Pvt.Ltd. However, effect to the same has not been recorded in the revenue records for the said Property.

2. PERMISSIONS

The Present Owner has thereafter applied to the Pune Municipal Corporation for permission to develop the said Property. By Commencement Certificate bearing No. CC/2814/22 dated 23 January 2023, Pune Municipal Corporation granted permission to the Present Owner to commence development of the said Property as per the sanctioned plan and on the terms and condition stated therein.

3. REVENUE RECORDS

On perusal of the 7/12 extracts for the years 2018-19 to 2019-20, it appears that the name of Automatic Electric Power Private Limited, through its director Sharad Dattatray Bal is recorded as the owner of the said Property.

4. LITIGATION:

a. Special Civil Suit No. 677/1995

- (i) It appears that Sampadanagar Co-operative Plot Holders' Society, (Proposed) through its promoters (1) Sadashiv Digambar Rairikar, deceased, through his legal representatives (1a) Madhumalati Sadashiv Rairikar, deceased, represented by (1b to 1f), (1b) Bhalchandra Sadashiv Rairikar (1c) Dattatray



Sadashiv Rairikar (1d) Maithili Jayram Potdar (1e) Sulochana Jayprakash Gantelu (1f) Madhavi Manohar Tulpule and (2) Balwant Ramchandra Natu as the Plaintiffs therein, had filed a Special Civil Suit No. 677/1995 before the Civil Judge, Senior Division, Pune against (1) Ranu Venu Nimhan, deceased, through his legal representative, Defendant No. 3, Pundlik Ranu Nimhan (2) Subhadra Dharmaji Nimhan (3) Pundlik Ranu Nimhan (4) Sharda Pundlik Katiar (5) Leela Gopal Rairikar (6) Gangadhar Shankar Tagare, deceased, through his legal representatives (6.1) Sunanda Gangadhar Tagare and (6.2) Chandrashekhar Gangadhar Tagare (7) H. G. Deshpande, deceased, through his legal representatives (7a) Pratibha Hanumant Deshpande (7b) Nitin Hanumant Deshpande (7c) Satish Hanumant Deshpande (7d) Mrunali Nitin Belsare and (7e) Manasi Vyankatesh Ghamande (8) Bhalchandra Sadashiv Rairikar (9) Rahul Rajan Potdar (10) Santosh Shashikant Harhare (11) V. R. Latkar (12) Shashank Prabhakar Sandbhor (13) Pukhraj Bansilal Sancheti (14) Jayant Ramchandra Tawre and Pandurang Ramchandra Tawre (15) Surekha Bansilal Charholikar (16) Vijaya Shivram Deshpande (17) Vinaya Dattatray Kelkar (18) N. G. Hegde and Usha N. Hegde (19) Prabha Ashok Pawar (20) Arun Vinayak Saatghare (21) Shankar Kariappa Orse (22) Madhukar Ganpat Jadhav (23) Urmila Trimbak Ketkar (24) Shrikant Vishnu Gokhale (25) Anil Prabhakar Deshmukh (26) Dhananjay Dinkar Chandakkar (27) Dattatray Heramb Gorhe, deceased, through his legal representatives (27a) Urmila Dattatray Gorhe (27b) Ratnakar Dattatray Gorhe (27c) Shirish Dattatray Gorhe and (27d) Parag Dattatray Gorhe (28) Kiran Gangadhar Abhyankar (29) Avinash Ramchandra Gokhale (30) Ashok S. Prabhu, deceased, through his legal representatives (30.1) Nayana Ashok Prabhu (30.2) Aditya Ashok Prabhu and (30.3) Prayagi Amogh Rudra (31) Dhananjay Raghunath Jogdand (32) Anil Raghunath Jogdand (33) Avinash Vinayak Datar and Shrinivas Vinayak Datar (34) Sharad Mangesh Rege (35) K. V. Aasgaonkar (36) Madhav Gangadhar Abhyankar (37) Harish J. Gandhi (38) S. B. Kulkarni (39) Rameshchandra Kisansingh Bias, deceased, through his legal representative (39a) Ajitsingh Rameshchandra Bias (40) Digambar Narhar Dani and Rajendra Mathuraj Natekar (41) Pandurang Mohan Shardul and Indubai Jagannath Shardul (42) Jitendra Amrutlal Mehta (43) Avinash Waman Kale (44) Akanksha A. Galwankar (45) Dilip P. Patankar, deceased, through his legal representatives (45.1) Sujata Dilip Patankar (45.2) Alok Dilip Patankar (46) Anjali Bhattacharya (47) Yashwant Madhav Gadgil (48) Karunakar Shetty Pangal (49) Dilip Madhav Panse (50) Anandibai Dinkar Jamnerkar (51) V. M. Valdyia (52) Shankar Vyankatesh Karne (53) Arvind Vishnu Harhare, deceased, through his



legal representatives (53.1) Nitin Arvind Harhare and (53.2) Ninad Arvind Harhare and (54) Sulochana Ganpat More, as the Defendants therein alleging non-co-operation and refusal on part of the Defendant Nos 1, 3 and the husband of Defendant No. 2 to execute a Sale Deed pursuant to the abovementioned Agreement to Sell dated 3 May 1984 and further alleging illegal revocation / cancellation of the abovementioned said Agreement to Sell dated 3 May 1984 and Power of Attorney dated 30 July 1986; and thereby praying for (1) declaration that the said Agreement to Sell dated 3 May 1984 and the said Power of Attorney dated 30 July 1986 be binding on the Defendants, (2) Order of specific performance directing the Defendants to obtain all the necessary permissions and sanctions required for the sale of the said Property, as specified in the Agreement to Sell dated 3 May 1984, (3) directions to be issued to the Defendants to handover possession of the said Property to the Plaintiffs under the said Agreement to Sell dated 3 May 1984 and as part performance of and guarantee to execute a Sale Deed and for appointment of a Court Commissioner on failure to do so (4) order restraining the Defendants from creating any third party rights / interest in the said Land (5) compensation of Rs. 2,71,84,340/- (Rupees Two Crores, Seventy One Lakhs, Eighty Four Thousand, Three Hundred and Forty Only) along with interest at a rate of 21% p.a., and such other appropriate reliefs, more particularly stated therein.

- (ii) It appears that the parties have thereafter have arrived at a settlement and by a Withdrawal Purshis dated 4 May 2022, the Plaintiff therein stated that they do not intend to proceed with the said Suit and that the present suit be disposed off. By Order dated 21 June 2022 read with Order dated 30 July 2022, the Hon'ble Court dismissed the suit as withdrawn unconditionally.
- (iii) It also appears that a Civil Revision Application No. 287 of 2022 was filed before the High Court of Judicature at Bombay by Pundalik Ranu Nimhan against Sampadanagar Co-operative Plot Holders' Society, (Proposed) and others. By an Order dated 29 June 2022, it appears that due to the withdrawal of the said Suit No. 677 of 1995, the said Civil Revision Application No. 287 of 2022 has also been withdrawn. We have not been provided withcopy of the papers and proceedings in the said Civil Revision Application No. 287 of 2022 for perusal, save and except the said Order dated 29 June 2022.



b. Special Civil Suit No. 47 of 2015

- (i) It appears that Sulochana Ganpat More, as the Plaintiff, filed Special Civil Suit No. 47 of 2015, before the Civil Judge, Senior Division Pune against (1) Gangubai Ranu Nimhan (2) Pundlik Ranu Nimhan (3) Asha Vilas Kaije and (4) Subhadra Dharmaji Nimhan as the Defendants therein, for her ½ share in several suit properties, including the said Property, inherited by her as per the laws of Hindu Succession, thereby praying for partition and division of several suit properties, including the said Property, for possession, for injunction and others prayers as more particularly stated therein. The papers and proceedings in the said Suit refers to a Notice of Lis Pendence registered by the Plaintiff therein in respect of said Suit No. 47 of 2015, however, we have not been provided with a copy of the same for perusal.
- (ii) In accordance with the Compromise Pursis filed, by an Order dated 9 March 2021, the said suit was disposed off with direction to draw Consent Decree in terms of the Compromise Pursis. On further perusal of the Compromise Purshis, it appears that though the said Property has been referred to therein as being a part of the said suit, however, the Compromise Purshis does not specifically state about the allotment of the said Property to either the Plaintiff therein or Defendant therein. The said Compromise Pursis also refers to a Partition Deed dated 17 May 1995, bearing registration No. 7086/1996, however on perusal of the said Partition Deed dated 17 May 1995, it appears that the said Property has not been mentioned and/or referred to therein.
- (iii) In any event as the said Suit has been disposed off by the said Order dated 9 March 2021 and also all the parties to the said Suit had executed the said Sale Deed dated 30 December 2020, mentioned hereinabove and executed in favour of the Present Owner.
- c. The Present Owner has informed us vide their letter dated 10 February 2023 stated that, save and except as stated hereinabove the said Property and/or any part/s thereof are not the subject matter of any suit, revenue proceeding, tax proceeding, ULC proceeding, appeal, petition, etc. nor the same is the subject matter of any attachment either before or after judgment and there is no notice of Lis-Pendens or attachment subsisting or pending in respect of the said Property. We have relied upon the said Letter.



5. MORTGAGES:

- a. On an independent and limited search conducted on the websites of the Registrar of Companies and the Central Registry of Securitisation Asset Reconstruction and Security Interest of India ("CERSAI"), we have not come across any loans / mortgages availed / charges against the said Property.
- b. The Present Owner has by their letter dated 10 February 2023 informed us that the said Property and/or any part/s thereof have not been mortgaged to any bank or financial institutions nor any encumbrances or any third party rights of any nature whatsoever have been created in respect of the said Property. We have relied upon the said Letter

6. URBAN LAND (CEILING AND REGULATION) ACT, 1976 ("ULC ACT")

- a. On the implementation of ULC Act, Ranu Venu Nimhan, Subhadrabai Dharmaji Nimhan, Sulochanan Ganpatrao Nimhan and Savitrabai Dharmaji Nimhan filed their statement under Section 6 of the ULC Act and after having conducted the necessary enquiry, the Deputy Collector and Competent Authority, Pune Urban Agglomeration, Pune passed an Order dated 29 June 1991 in Case Nos. 299-NI+ 302-NI+ 303-NI. By the said Order dated 29 June 1991, it appears that an aggregate portion of land admeasuring 14331.18 Sq.Mtrs. out of the said Property was declared as vacant surplus land i.e. (i) a portion of land admeasuring 9554.12 Sq. Mtrs. in the hands of Ranu Venu Nimhan and his son Pundalik Ranu Nimhan and (ii) a portion land admeasuring 4777.06 Sq. Mtrs. in the hands of Subhadrabai Dharmaji Nimhan and Savitrabai Dharmaji Nimhan.
- b. It appears that being aggrieved by the said Order dated 29 June 1991, the said Ranu Venu Nimhan and others filed a revision application under Section 34 of the ULC Act. By Order dated 22 March 2001 passed in Case No. 299-NI, the Deputy Collector and Competent Authority, Pune Urban Agglomeration, Pune, for the reasons stated therein declared that the said Ranu Venu Nimhan and others were not holding any vacant surplus land and further directions were issued that all the further proceedings undertaken under Section 9 and 10(1) of ULC Act were also cancelled. However, it appears that in the said Order dated 22 March 2001, it is erroneously recorded therein that Ranu Venu Nimhan and others were holding land admeasuring 22962 Sq. Mtrs. as surplus vacant land instead of correct holding admeasuring 14331.18 Sq. Mtrs.
- c. The Present Owner by its letter dated 10 February 2023 has stated that, save and except as stated hereinabove, they are not aware of any other proceedings initiated



under the ULC Act against them and/or the erstwhile owners in respect of the said Property nor of any adverse order passed the said ULC Act, including under Sections 10, 20 and 21, prior to the repeal of the said ULC Act. We have relied upon the said Letter.

7. INDEX II SEARCHES

Mr. Kailash M. Thorat, Advocate, has carried out search of the Index-II registers maintained with the concerned offices of Sub-Registrar of Assurances at Haveli, Pune, for the years 1993 to 2022, i.e. for 30 years, with respect to the said Property and he has submitted his Search Report dated 30 April 2022. During the process of conducting such searches, Mr. Kailash M. Thorat has stated that physical searches of Index II register for the years 1993 to 2001 in the Sub-Registrar's office were not permitted due to Covid-19 pandemic situation, as per the Letter bearing No. Ka.9/Astha-7/Upayojana/2021/112/2021 dated 6 April 2021 of Inspector General of Registration and Controller of Stamps. From the Index II Search Report dated 30 April 2022, it appears that the following Leave and License Agreements are reflected therein:

- a. Leave and License Agreement dated 25 October 2012, registered with the office of the Sub-Registrar of Assurances at Haveli No. 19, under Serial No. 12163/2012, made and entered into between Mr. Rupesh K. Waghmare and Mr. Chirag Sureshlal Adwani
- b. Leave and License Agreement dated 29 October 2012, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 9933/2012, made and entered into between Mr. Tejveer Singh and Mrs. Indu Singh, and Mr. Shirish Siddharth
- c. Leave and License Agreement dated 07 February 2013, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 971/2013, made and entered into between Mrs. Razia Bhayani and Mr. Piyush Kansal
- d. Leave and License Agreement dated 12 August 2013, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 5957/2013, made and entered into between Mrs. Tina L. Munot and Mr. Parag Ramnik Sawala
- e. Leave and License Agreement dated 18 December 2013, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 8963/2013, made and entered into between Mr. Rupesh K. Waghmare and Mr. Chirag Sureshlal Adwani
- f. Leave and License Agreement dated 08 January 2015, registered with the office of the Sub-Registrar of Assurances at Haveli No. 15, under Serial No. 317/2015, made and entered into between Mrs. Tina L. Munot and Mr. Ratan Gupta



- g. Leave and License Agreement dated 21 July 2018, registered with the office of the Sub-Registrar of Assurances at Haveli No. 19, under Serial No. 10017/2018, made and entered into between Mr. Balsubramaniyam Vaikantraman and Mr. Vijay Santare

By their letter dated 10 February 2023, the Present Owner has informed us that none of the abovementioned Leave and License Agreements pertain to the said Property. We have relied on the said Letter.

8. PUBLIC NOTICE

- a. To investigate the title of the Automatic Electric Power Private Limited, we have issued a Public Notice dated 12 August 2022 in the daily newspapers "Prabhat" and "Maharashtra Times" (Marathi) and "Economic Times" (English), both published on 17 August 2022 calling for objections, if any, in respect of the said Property. We have till date not received any objection to the same.
- b. By a letter dated 20 August 2022, one Avinash Vinayak Datar had raised an objection to the aforesaid Public Notice based on the said Special Civil Suit No. 677/1995, mentioned hereinabove, stating that he was a member of the said Sampadanagar Co-operative Plot Holders' Society, and had not given consent to the settlement arrived at in the said Special Civil Suit No. 677/1995 and that his entitlement in the said Property in his capacity as member of the said Society was still subsisting. However, on perusal of the said Order dated 21 June 2022, mentioned hereinabove, it appears that a similar objection was raised by Avinash Vinayak Datar, before the Civil Judge, in the aforesaid Suit. However, the Hon'ble Judge has held that as majority of the members of the Plaintiff Society in the said Suit has passed the necessary resolution for withdrawal of said Suit, the same was binding on Avinash Vinayak Datar too.

9. CONCLUSION

In view of what is stated hereinabove and subject to what is stated hereinabove and more particularly subject to what is stated in para (n) hereinabove, we certify that Livience Lifespace Private Limited is the owner of the said Property and has a clean, clear and marketable title thereto.

10. GENERAL

- a. This Flow of Title merely certifies the matters expressly dealt with in the certificate. The Flow of Title does not consider or certify any other questions not expressly answered in the certificate.



- b. This Flow of Title is issued solely on the basis of the documents you have provided to date, as specifically mentioned in this Flow of Title, and we are under no obligation to update this Flow of Title with any information, replies or documents we receive after this date.
- c. Save as specifically stated in this Flow of Title, we have not inspected or reviewed the original documents in respect of the Property.
- d. We have not been provided with any plans or photocopies of plans [including as annexures to any documents] except as specifically mentioned in this Flow of Title.
- e. We have not verified whether appropriate stamp duty has been paid on the various documents referred to in this Flow of Title.
- f. In accordance with our scope of work and our qualifications:
- i) We have not visited the site on which the Property is situated.
 - ii) We have not independently verified the area or boundaries of the Property. We have referred to and retained the measurements in hectares, acres and square meters, and the boundaries, of the Property, as we have found them in various documents.
 - iii) We also do not express our opinion on matters related to actual physical use of the Property.
 - iv) We have not verified the market value of the Property or and we do not express any opinion on this issue.
 - v) We do not express an opinion relating to plan permissions, approvals or development potential of the Property.
- g. We express no view about the zoning, user, reservations or FSI of the Property.
- h. Save as otherwise stated in this Flow of Title, we express no view with respect to any structures or buildings standing on the Property.
- i. We have been informed by you that you have not been served with or received any notice from the government or any other local body or authority with respect to the Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Property or any portion of it save as disclosed in the Flow of Title. Further, we have been informed by you that there is no legislative enactment or government ordinance, order or notification with respect to the Property or any portion of it, including with respect to the acquisition, requisition, reservation or setback of the Property or any portion of it save as disclosed in the Flow of Title. We have assumed the genuineness of these assertions and have not verified issues relating to acquisition, requisition, reservation or setback of the Property or any portion of the Property by governmental authorities.



- j. We have not conducted any investigation / enquired into the total holdings of the Property owner(s) to ascertain whether they exceed the holding limit specified under The Maharashtra Agricultural Lands (Ceiling on Holdings) Act, 1961. We have also not checked the applicability of the provisions of the Urban Land (Ceiling & Regulations) Act, 1976 save and except as per documents furnished to us and as set out hereinabove.
- k. We have not independently validated the taxes / cess / duties / charges payable in respect of the Property and make no comment with respect to these.
- l. Save as otherwise stated in this Flow of Title, we have not issued any further public notice to invite claims from the public at large in respect of the title of the respective owners to the said Property.
- m. For the purpose of issuing this Flow of Title, we have caused a search to be conducted at the office of the Registrar / Sub-Registrar of Assurances at Pune and on the Government Website as set out in this Flow of Title and for the period set out in this Flow of Title on 30 April 2022 with respect to the years 1992 to 2022. For the purpose of issuing this Flow of Title, we have relied on the search reports described in this Flow of Title, dated 30 April 2022 issued by Adv. Kailash Thorat, who has conducted independent searches / investigations in respect of the Property at the office of the Registrar / Sub-Registrar of Assurances at Pune and on the Government Website. We have not carried out any subsequent or independent searches of the registers or records maintained with the offices or websites of the Registrar / Sub-Registrar of Assurances or any other authorities.
- n. We have been informed by our search clerk that, for certain years, the records maintained by the offices of the Sub-Registrar of Assurances are torn and mutilated and the Index II register maintained in digital form has not been properly maintained. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of the records being torn or mutilated or not having been maintained properly.
- o. Except as specifically stated in this Flow of Title we have not carried out any further searches at the offices or websites of the Registrar of Companies.
- p. Except as specifically stated in this Flow of Title, we have not carried out any searches on any websites or in the records of any courts or governmental or regulatory agencies, authorities or bodies and have accepted based on your assertions that there are no pending litigations, proceedings, enquiries etc. before any court of law, tribunal, authority etc. in respect of the Property. We have assumed that there is no dispute between the previous owners or predecessors in title with respect to their individual entitlement or the joint family holding and that wherever individual deeds and agreements have been executed by the members of a family have been executed in terms of a family understanding / settlement between the family members. Except as specifically stated in this Flow of Title, we have not undertaken any review or search of any websites or in the records of any court or governmental or regulatory agency, authority or body and have relied upon the documents provided to us in relation to any dispute or litigation pending in relation to the Property. Our comments relating to such



dispute or litigation (if any) are based solely on the dispute or litigation you have disclosed to us and documents provided to us.

q. For the purpose of this Flow of Title, we have assumed:

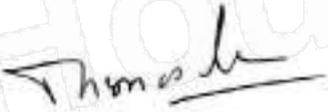
- i) the legal capacity of all natural persons, genuineness of all signatures, and authenticity and completeness of all documents submitted to us as certified or photocopies;
- ii) that the persons executing documents have the necessary authority to execute them;
- iii) that wherever any minors' rights are involved, these have been dealt with by their right / natural guardian for legal necessity and have not been challenged by such minors upon their attaining majority;
- iv) that all amounts required to be paid to landowners under sale deeds / development agreements have been paid;
- v) that there have been no amendments or changes to the documents we have examined;
- vi) that all prior documents have been adequately stamped and duly registered;
- vii) that each document binds the parties intended to be bound by it;
- viii) that the photocopies provided to us are accurate photocopies of originals;
- ix) that all translations of documents provided to us are complete and accurate;
- x) the accuracy and completeness of all the factual statements and representations made in the documents;
- xi) that all of the information (including the documents) supplied to us was, when given, and remains true, complete, accurate and not misleading;
- xii) that any statements in the documents, authorisation or any certificates or confirmations that we have relied upon to issue this Flow of Title are correct and otherwise genuine; and



- r. For the purposes of this Flow of Title, we have relied upon:
- i) Photocopies / typed copy of documents where original documents were not available.
 - ii) Photocopies of record of rights of the respective properties.
- s. For the purpose of this Flow of Title, we have relied upon information relating to lineage as available in the revenue records and as provided by you.
- t. A certificate, determination, notification, opinion or the like provided by any professional will not be binding on an Indian court or any arbitrator or judicial or regulatory body, which would have to be independently satisfied, despite any provision to the contrary in such a document.
- u. Even though this document is titled "Flow of Title", it is in fact an opinion based on the documents we have reviewed. This Flow of Title has been provided at the request of the client to whom it is addressed.
- v. This Flow of Title is limited to matters related to Indian law alone (as on the date of this Flow of Title) and we express no opinion on laws of any other jurisdiction.

Dated this 13th day of February 2023

For H & Co. Legal



Partner